

**STATE OF NORTH CAROLINA  
UTILITIES COMMISSION  
RALEIGH**

DOCKET NO. W-1305, SUB 35  
DOCKET NO. W-1300, SUB 77

BEFORE THE NORTH CAROLINA UTILITIES COMMISSION

In the Matter of	)	
WLI Investments, LLC, 60 Gregory Road,	)	
Ste 1, Belville, North Carolina 28451,	)	
Complainant	)	
	)	
v.	)	ORDER REQUIRING PARTIES
	)	TO FILE STATEMENT ON
	)	JURISDICTION
Old North State Water Company, LLC	)	
and Pluris Hampstead, LLC,	)	
Defendants	)	

BY THE HEARING EXAMINER: On January 3, 2022, WLI Investments, LLC (WLI), filed a Verified Complaint and Petition for Declaratory Ruling (Complaint), in the above-captioned dockets against Old North State Water Company, LLC (ONSWC), and Pluris Hampstead, LLC (Pluris). In summary, WLI alleged that it has a contract (Development Agreement), with ONSWC for WLI to build and transfer to ONSWC a wastewater collection system by which ONSWC will provide wastewater treatment service to 308 single family residential units in Salter's Haven at Lea Marina Subdivision (SHLM), in Pender County, North Carolina, and to an additional 30 lots to be developed by WLI in the Lea Tract adjacent to but outside of SHLM.

Further, WLI summarized the Joint Application filed on October 9, 2020, in Docket Nos. W-1300, Sub 69 and W-1305, Sub 29 (Transfer Dockets), by ONSWC and Pluris requesting Commission approval for a transfer of the utility franchises and approval of rates for three residential developments located in Pender County from ONSWC to Pluris, with one of the developments expressly identified in the Joint Application being SHLM. WLI alleged that ONSWC has breached the Development Agreement and that Pluris has violated the Public Utilities Act (Act), with regard to ONSWC's obligations under the Development Agreement. WLI attached a copy of the Development Agreement to its Complaint as Exhibit A. In conclusion, WLI requested that the Commission issue a declaratory ruling that ONSWC has certain obligations to WLI under the Development Agreement, and that Pluris should be required to pay fines for alleged violations of the Act.

On January 18, 2022, ONSWC and Pluris filed a joint Response to Complaint. On February 1, 2022, WLI filed a Reply.

The Development Agreement includes the following Section 17.12:

Consent to Jurisdiction. The Parties agree that the state and federal courts of North Carolina *shall* have exclusive jurisdiction over this Agreement and any controversies arising out of, relating to, or referring to this Agreement, the formation of this Agreement, and actions undertaken by the parties hereto as a result of this Agreement, whether such controversies sound in tort law, contract law or otherwise. Each of the Parties hereto expressly and irrevocably consents to the personal jurisdiction of such state and federal courts, agrees to accept service of process by mail, and expressly waives any jurisdictional or venue defenses otherwise available.

Complaint Exhibit A, at 15-16. [emphasis added]

Based on the foregoing and the record, the Hearing Examiner finds good cause to require the parties to this proceeding to file a statement, individually or jointly, of their position on the effect of Section 17.12 on the Commission's jurisdiction over WLI's Complaint. Further, if a party takes the position that the Commission can exercise jurisdiction over WLI's Complaint irrespective of Section 17.12, such party shall file a stipulation stating that said party waives any objection based on Section 17.12 to the Commission's exercise of jurisdiction over WLI's Complaint.

Finally, to be clear, even if all parties to this proceeding stipulate that the Commission can exercise jurisdiction over WLI's Complaint, the decision of whether to exercise such jurisdiction shall be made by the Commission.

IT IS, THEREFORE, ORDERED as follows:

1. That on or before August 11, 2022, the parties to this proceeding shall file a statement, individually or jointly, of their position on the effect of Section 17.12 of the Development Agreement on the Commission's jurisdiction over WLI's Complaint; and

2. That on or before August 11, 2022, any party taking the position that the Commission can exercise jurisdiction over WLI's Complaint irrespective of Section 17.12 shall file a stipulation stating that said party waives any objection based on Section 17.12 to the Commission's exercise of jurisdiction over WLI's Complaint.

ISSUED BY ORDER OF THE COMMISSION.

This the 2nd day of August, 2022.

NORTH CAROLINA UTILITIES COMMISSION

A handwritten signature in dark ink, appearing to read "Joann R. Snyder", is written over a light blue horizontal line.

Joann R. Snyder, Deputy Clerk