

McGuireWoods LLP
501 Fayetteville St.
Suite 500
Raleigh, NC 27601
Phone: 919.755.6600
Fax: 919.755.6699
www.mcguirewoods.com

Kristin M. Athens
Direct: 919.835.5909

McGUIREWOODS

kathens@mcguirewoods.com

OFFICIAL COPY

Aug 02 2021

August 2, 2021

VIA Electronic Filing

Ms. Antonia Dunston, Interim Chief Clerk
North Carolina Utilities Commission
Dobbs Building
430 North Salisbury Street
Raleigh, North Carolina 27603

*Re: Complaint Filed by Donald H. Hills
Docket No. E-22, Sub 602*

Dear Ms. Dunston:

On behalf of Virginia Electric and Power Company, d/b/a Dominion Energy North Carolina, enclosed for filing in the above-referenced proceeding please find the Answer and Motion to Dismiss Complaint of Donald H. Hills.

Please do not hesitate to contact me should you have any questions. Thank you for your assistance with this matter.

Very truly yours,

/s/Kristin M. Athens

KMA:kjg

Enclosures

**STATE OF NORTH CAROLINA
UTILITIES COMMISSION
RALEIGH**

DOCKET NO. E-22, SUB 602

BEFORE THE NORTH CAROLINA UTILITIES COMMISSION

<p>In the Matter of</p> <p>Donald H. Hills, 903 Faulcon Road,</p> <p>Littleton, North Carolina 27850,</p> <p style="text-align: right;">Complainant</p> <p style="text-align: center;">v.</p> <p>Virginia Electric & Power Company, d/b/a</p> <p>Dominion Energy North Carolina,</p> <p style="text-align: right;">Respondent</p>	<p>)</p> <p>)</p> <p>)</p> <p>)</p> <p>)</p> <p>)</p> <p>)</p> <p>)</p>	<p>DOMINION ENERGY NORTH</p> <p>CAROLINA’S ANSWER AND</p> <p>MOTION TO DISMISS</p> <p>COMPLAINT OF</p> <p>DONALD H. HILLS</p>
---	---	--

NOW COMES Virginia Electric and Power Company, d/b/a Dominion Energy North Carolina (“the Company”), by and through counsel and pursuant to Rule R1-9 of the Rules and Regulations of the North Carolina Utilities Commission (“Commission”), and answers the July 21, 2021 Complaint filed by Donald H. Hills (“Complainant”) and moves the Commission to dismiss the Complaint for failure to state a claim upon which relief can be granted. The Company has reviewed the Complaint and replies to the allegations as set forth below. Any allegation not specifically admitted shall be deemed denied.

FOR FIRST A DEFENSE

1. In response to the allegations in sentence 1¹ of the Complaint, the Company admits that Complainant filed an initial complaint on March 10, 2021 upon information and belief; however, the Company denies Complainant’s characterization of the initial

¹ Included as Attachment 1 to this complaint is a copy of the Complaint numbered by sentence in red font for ease of reference.

complaint as “formal,” since it was not filed with the Commission. *See* Exhibit A for a copy of Complainant’s initial, informal complaint.

2. In response to the allegations in sentence 2 of the Complaint, the Company admits that Mr. Tommy Williamson of the North Carolina Utilities Commission—Public Staff (“Public Staff”) contacted Complainant upon information and belief; however, the Company is without sufficient information to know the specific communications held between Mr. Williamson and Complainant on that approximate date since the Company was not a party to such communications.

3. In response to the allegations in sentence 3 of the Complaint, the Company is without sufficient information to know if, and what, communications were held between Complainant and Mr. Williamson on that approximate date.

4. In response to the allegations in sentence 4 of the Complaint, the Company admits that Mr. Williamson and Complainant had communications in late May, 2021. In response to the remaining allegations contained in sentence 4, the Company is without sufficient information to know what exact communications were held between Complainant and Mr. Williamson on the approximate date; however, the Company denies that Mr. Williamson advised Complainant to “try the next step” based on a summary of the communication in question provided to the Company via email by Mr. Williamson on May 25, 2021 stating only that Complainant intended to file this formal Complaint. *See* Exhibit B for a copy of the May 25, 2021 email from Mr. Williamson to the Company summarizing the conversation held between Mr. Williamson and Complainant on the same date.

5. In response to the allegations in sentence 5 of the Complaint, the Company denies Complainant’s characterization of the Company’s “unhelpful[ness]” to

Complainant in dealing with his initial, informal complaint, as the Company made good faith efforts to resolve Complainant's initial complaint and acted in accordance with NCUC Rule R8-6 requiring investigation of all customer complaints.

6. In response to the allegations in sentence 6 of the Complaint, the Company admits that the subject of the Complaint is a workorder completed by DENC. In response to the remaining allegations contained in sentence 6 of the Complaint, the Company denies that the workorder was completed "on" Complainant's property as the workorder was completed within the bounds of an easement legally held by DENC. *See* Exhibit C for a copy of DENC's easement.

7. In response to the allegations in sentence 7 of the Complaint, the Company denies that the workorder completed by DENC was for the purpose of "remediat[ing] substandard work performed from the past," and that charges for such workorder "were inflated...due to the [work] needing to be done 'hot,'" because the purpose of the workorder was to facilitate construction of Complainant's new barn and such workorder was completed in a timely manner.

8. In response to the allegations in sentence 8 of the Complaint, the Company denies that the workorder was not completed "in a logical manner," and that any percentage of the workorder was done "'hot'" or "needing to be done 'hot.'" In response to the remaining allegations contained in sentence 8, the Company denies Complainant's description of DENC's lines and poles as having "tension" or being "improperly secured," as all facilities and work completed pursuant to the workorder adhered, and does adhere, to applicable standards.

9. In response to the allegations in sentence 9 of the Complaint, the Company denies Complainant's characterization of DENC's existing facilities as not having been completed "properly," being "excessive," "too low," or located anywhere except within the bounds of DENC's legally held easement. In response to the remaining allegations contained in sentence 9, the Company denies that work completed pursuant to the workorder was necessary at the time completed, since the workorder was initiated at Complainant's request to facilitate his elective construction of a new barn.

10. In response to the allegations in sentence 10 of the Complaint, the Company admits upon information and belief that one of the poles constructed pursuant to the workorder "leans," as the Company specifically installed the pole at an angle to properly engineer and reroute the lines around Complainant's new barn. In response to the remaining allegations contained in sentence 10 of the Complaint, the Company denies Complainant's description of guy wires at or near his property as being "obtrusive," as all guy wires at or near Complainant's property comply with applicable standards.

11. In response to the allegations contained in sentence 11 of the Complaint, the Company admits upon information and belief that the Complainant indicated in his initial complaint that he desired a refund of \$3,766.79; however, the Company is without sufficient information to know what, if any, subsequent conversations were held between Mr. Williamson and Complainant and the context of such conversations.

12. In response to the allegations in sentence 12 of the Complaint, the Company states that the sentence speaks for itself and contains assertions to which no response is required. To the extent a response is required, the Company admits the allegation upon information and belief.

13. In response to the allegations in sentence 13 of the Complaint, the Company states that the sentence speaks for itself and contains assertions to which no response is required. To the extent a response is required, the Company admits the allegation upon information and belief.

14. In response to the allegations in sentence 14 of the Complaint, the Company is without sufficient information to know if and why Complainant's initial, informal complaint was "delayed."

15. In response to the allegations in sentence 15 of the Complaint, the Company is without sufficient information to know why this Complaint was "delayed."

16. In response to the remaining allegations in the Complaint, the Company states that the Complaint speaks for itself and contains assertions to which no response is required.

FOR A SECOND DEFENSE

1. All of the allegations alleged in the Company's first defense are hereby realleged and incorporated herein.

2. Company records indicate that Complainant contacted the Company on January 28, 2021 requesting DENC to move overhead lines on his property. On that same day, the Company initiated a work request in Complainant's name and issued a workorder to contact Complainant regarding movement of overhead lines. *See Exhibit D* for a copy of the work request.

3. On January 29, 2021, a DENC employee met with Complainant at 903 Faulcon Rd in Littleton, North Carolina. Complainant communicated to the DENC employee that he was constructing a new barn directly under, and potentially in contact

with, the Company's overhead lines, and that it was necessary for the Company to relocate the lines for Complainant to complete construction of his barn. Complainant also communicated to the Company that it was his belief that DENC should relocate the lines and facilities for free. *See Exhibit D* for a copy of the work request notes detailing this conversation.

4. During this meeting, the DENC employee explained to Complainant that it would not be free for the Company to relocate the lines for the sole purpose of allowing Complainant the ability to construct his new barn. The DENC employee further explained to Complainant that as a result of the barn's proposed height, DENC's existing overhead lines would not meet the National Electric Safety Code clearance requirements, and would require the lines to be rerouted. Additionally, the DENC employee explained to Complainant that he was constructing his new barn within the Company's existing easement. *See Exhibit E* for a photograph detailing the close proximity of the Complainant's yet-to-be constructed barn to the Company's line; *see also Exhibit C* for a copy of the Company's easement.

5. Despite the Company informing Complainant that DENC would not be rerouting the lines solely to allow for construction of Complainant's new barn within the bounds of the Company's easement and for free, Complainant reiterated his request for the Company to relocate the lines.

6. On February 3, 2021, the Company completed the project design for the workorder. *See Exhibit F* for workorder details.

7. On February 8, 2021, the Company calculated the costs to complete Complainant's workorder and provided a construction payment invoice in the amount of

\$5,266.79 to Complainant. *See* Exhibit H. On February 9, 2021, Complainant paid the construction payment invoice amount of \$5,266.79 in full. As evidenced by such, Complainant had knowledge of the exact amount to be charged for completion of the workorder as early as February 8, 2021 (*i.e.* 18 days prior to the workorder start date) and paid the construction payment invoice amount of \$5,266.79 on February 9, 2021. Complainant did not dispute the costs presented to him in the construction payment invoice or otherwise take issue with the construction payment invoice at that time, or any other time prior to DENC's performance of the work required to reroute the lines.

8. On February 26, 2021, the Company performed the work to relocate the lines so Complainant could construct his new barn. To relocate the lines, DENC routed the lines around the barn, and, as such, had to install a new pole ("New Pole"). The pole installation required an angle to be created on the New Pole, and additionally required the guys to be reworked on adjacent poles. Notably, this angle or "lean" to the New Pole was specifically planned and engineered, and is not uncommon or considered "substandard" in anyway. The New Pole was also constructed in accordance with applicable standard, and is currently up to standard as built. Complainant's allegations stating otherwise regarding the New Pole, or any other poles, should be ignored. For this specific work to be completed, Complainant was charged \$5,266.79. *See* Exhibit G providing a breakdown of costs required to complete the work and the total charged to Complainant.

9. In the course of relocating the lines for Complainant, and also on February 26, 2021, it became necessary for the Company to perform additional work on-site to the poles adjacent to the New Pole constructed for Complainant. Although this additional work was initiated due to the installation of the New Pole for the construction of

Complainant's barn, Complainant was not charged for any of this work whatsoever. Moreover, this additional work was not performed, as Complainant alleges, to bring "sub-standard" facilities up to code. Instead, this additional work was completed pursuant to the Company's Overhead Line Extension Program. The Overhead Line Extension Program requires that anytime work is done on a pole line—in this case, the two pole lines extending from the New Pole—that each adjacent pole connecting the pole line be brought up to current design standards. Therefore, because the Company performed work on the lines extending from the New Pole, DENC was required to bring the adjacent poles connected to the New Pole's lines up to current design standards. However, no costs were charged to Complainant for this additional work. *See* Exhibit G. Accordingly, all on-site work performed on February 26, 2021 was not charged to Complainant, despite all work originating from Complainant's request.

10. On March 10, 2021, Complainant submitted an informal complaint to the Public Staff. *See* Exhibit A. The informal complaint essentially states that because Complainant has had "similar" electrical work completed on his behalf in other locations by other electric utilities, he believes the \$5,266.79 charge he explicitly agreed to pay is excessive. Without any evidence of this "similar" work ever having been completed or charges resulting from such work, Complainant specifically alleges that he is due a \$3,266.79 refund, stating incorrectly that completion of the workorder only costs between \$1500.00 and \$2,100.00.

11. From March 10, 2021, to the filing of the Complaint, the Company worked diligently with the Public Staff and Complainant to resolve Complainant's concerns. For example, the Company provided the Public Staff a detailed breakdown of the labor,

materials, and work performed justifying the costs charged to Complainant. *See* Exhibit G.

12. Despite the Company's best efforts, Complainant refuses to accept the facts that:

- Complainant elected on his own to build a new barn directly beneath DENC's existing facilities and within the bounds of DENC's easement;
- Complainant had knowledge of the \$5,266.79 charge required to complete his requested workorder *prior to* initiation of the workorder;
- Complainant had approximately 2 weeks to evaluate (or dispute) the \$5,266.79 charge *prior to* initiation of the workorder;
- Complainant *agreed to (and did) pay the \$5,266.79 charge prior to* the initiation of the workorder;
- No work performed was for the purpose of bringing existing facilities "up to code," or to correct "substandard" construction as all of DENC's existing facilities in the area were up to standard prior to initiation of the workorder;
- The work completed pursuant to the workorder was properly constructed and completed in accordance with all relevant standards, and is currently up to standard;
- No additional work other than the work identified in the workorder and agreed to be paid for by Complainant was charged to Complainant.

13. In sum, the \$5,266.79 amount charged to and agreed to be paid by Complainant for the relocation of the lines was reasonable, appropriate, and based upon

proper accounting. Accordingly, Complainant has failed to state a claim on which relief can be granted.

WHEREFORE, Dominion Energy North Carolina, having fully set forth its answer to Complainant, moves the Commission to dismiss the Complaint with prejudice, and requests such other relief as the Commission deems just, equitable, and proper.

Respectfully submitted this, the 2nd day of August, 2021.

/s/Kristin M. Athens

Kristin M. Athens

McGuireWoods LLP

501 Fayetteville Street, Suite 500

Raleigh, North Carolina 27601

Telephone: (919) 835-5909

kathens@mcguirewoods.com

*Attorney for Virginia Electric and Power
Company, d/b/a Dominion Energy North
Carolina*

Attachment 1

Written Formal Complaint of Donald H. Hill
Numbered by Sentence

June 29th, 2021

1) Chief Clerk

North Carolina Utilities Commission

4325 Mail Service Center

Raleigh, NC.27699-4300

2) Donald H Hills

903 Faulcon Rd

Littleton, NC 27850

(518)469-0573 or (518)469-7857

Neverlatellc@gmail.com

3) Dominion Energy North Carolina

PO Box 27206

Richmond , Va.23261

VPCustomerExperience@dominionenergy.com

4)¹ I filled a formal complaint on March 10, 2021.. in writing using prescribed format.² After aprox a month or so , I was contacted by Tommy Williamson (919-733-2267), and he said “ he would reach out to his “contacts” at Dominion and get back to me in a week”³ ...Two + weeks later I called him back and he said” he would have someone at dominion call me directly and try to find a resolution”⁴ 3+ weeks later I called Tommy and he said “Prolly not gonna happen , I would have to try the next step”(please understand , My problem is not with Tommy ...He was “ spot on in his handling this situation) ⁵ Dominion on the other hand was very unhelpful..

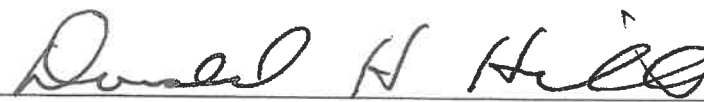
5) Sirs,

⁶ I'm bringing to your attention a job performed on my property. ⁷ First and foremost, most of the work performed was to remediate substandard work performed from past, and charges were inflated due to what Seth (project planner , site survey, point man) said.." the high costs were due to job needing to be done "hot"⁸ If this job was done in a logical manner , only a very low percentage would need to be done" hot " furthermore, new guy wires were installed on "main line" pole, and TWO, on pole by my house (a pole that carried tension from old excessively long service. And improperly secured as pole that leaned) ⁹ Its my position, if original installation was done properly. (excessive span from my pole to main line ...TOO LOW PRIOR TO WORK) combined with failure to follow property lines, NONE of this work would have been necessary! ¹⁰ At this point, BOTH neighbors poles lean (house closer to rt 158 excessively) new pole and my pole have a slight lean to them, I have TWO obtrusive guy wires to support a very short span to new pole (side spans offset each other) ¹¹ In my original letter, and in subsequent conversations with Tommy Williamson(919-733-2267) , I indicated a refund of \$3766.79 would make me happy.. and any relief will help.. ¹² Its my position now , a full refund, and removal of guy wires from my pole is what I seek . ¹³ I can and will submit one set of photographs to support my position

¹⁴ In closing, my original complaint was delayed due to me not wanting to delay job start (the only thing i'm happy with ! Job started and completed in a timely manner) .. combined with a boiler explosion on 02/09/21...Then this complaint was delayed due to me dealing with my sisters untimely death. ¹⁵

¹⁶ Thanks in advance for your attention with regards to this matter.

This document is verified by Donald H Hills

X 
Donald H Hills

X 
Notary Republic

KEVIN M. LANE
Notary Public, State of New York
Qualified in Albany County
Reg. No. 01LA6241939
My Commission Expires May 31, 2023

July 16, 2021

Exhibit A

Initial Informal Complaint of Donald H. Hill

March 10, 2021

1) Chief Clerk

North Carolina Utilities Commission

4325 Mail Service Center

Raleigh, NC.27699-4300

2) Donald H Hills

903 Faulcon Rd

Littleton, NC 27850

(518)469-0573 or (518)469-7857

Neverlatellc@gmail.com

3) No attorney at this time

4) Dominion Energy North Carolina

PO Box 27206

Richmond , Va.23261

VPCustomerExperience@dominionenergy.com

5) Sirs,

I'm bringing to your attention a job done on my property.. (please find enclosed job description, and associated charges).. First and foremost, I feel the charges are excessive (they refused to let me set the pole), ...and previous work was sub standard. Lines not run on property line originally and were spanning too long, as well as were too low. (I feel most of my charges were to bring work up to latest codes)

The span of existing wires were and still are too low, (lines across my intended driveway Not serviced by this repair...low, due to previous substandard work (no guy wire on neighbors pole ...LEANING EXCESSIVELY)

I have dealt with situations very similar to this in my home state with Niagara Mohawk (local utility) ... they are now known as National Grid) So I am aware of the charges associated with such work ...


(this would have been billed at between \$1500, and \$2100).. I told Seth (project designer) this..

6) A refund of \$3766.79 would be a refund that would put it on par with prices I've paid in the past

7) I chose to refrain from complaining prior to work being done due to probable project delays.. My delay if filing this complaint was due to my involvement in a boiler explosion (medical reasons)

Thanks in advance for your time.

This document is verified by Donald H Hills

X 
Donald H Hills


Notary Public

03/10/2021

cc: Dominion Energy

KEVIN M. LANE
Notary Public, State of New York
Qualified in Albany County
Reg. No. 01LA6241939
My Commission Expires May 31, 2023

KEVIN M. LANE
Notary Public, State of New York
Qualified in Albany County
Reg. No. 01LA6241939
My Commission Expires May 31, 2023

February 4, 2021**Construction Payment Invoice**DONALD HILLS
903 FAULCON RD
LITTLETON, NC 27850
Dominion Energy Information
 Work Request No. 10434098
 Point of Contact: Seth C Wright

Total Amount Due: \$5,266.79
Account No : 7923638279

To avoid delay in the start of your project please pay upon receipt.

Payment Options**U.S. Mail**
 Include "Account No." on your check and mail payment to:
 Dominion Energy North Carolina
 P.O. Box 27206
 Richmond, VA 23261
Authorized Payment CentersFor an Authorized Payment Center near you visit DominionEnergy.com and search "Payment Centers," or call 1-866-366-4357.

Convenience fee of \$1.50 will be charged by a third party service provider.

All Authorized Payment locations accept cash and money order.

Some locations may accept personal or business checks at their discretion.

Obtain a paper receipt for your records.

Credit Card, Debit Card, Purchasing Card or eCheck*Pay online at DominionEnergy.com, search "Credit Card," or call 1-833-281-1507.**Convenience fee and transaction limits.**

- \$1.65 per transaction for residential customers (up to \$1,000 per transaction)
- \$14.95 per transaction for non-residential customers (up to \$15,000 per transaction)
- Fee charged by Paymentus Corporation, a third party vendor

Retain your payment confirmation number for your records.

*eCheck Option only available over the phone

Please detach and return this payment coupon with your check made payable to Dominion Energy North Carolina.

Notification Date: February 4, 2021**Construction Payment Coupon**
Please Pay Upon Receipt
\$5,266.79
Amount Enclosed**Account No. 7923638279**DONALD HILLS
903 FAULCON RD
LITTLETON, NC 27850

Send Payment to:

 Dominion Energy North Carolina
 P.O. BOX 27206
 RICHMOND, VA 23261

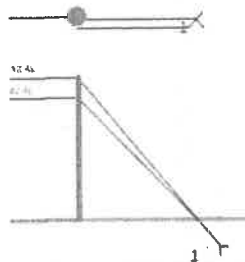
OFFICIAL COPY

Aug 02 2021

Anchor 1

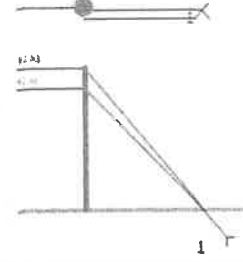
10" PIHS = 3#6 (Primary) & 3#6 (S/N)
9778 PTG at Anchor
15' (-4') ft. Guy Lead
2500 ft.-lbs. Installation Torque

XB21 DE TAP GUY

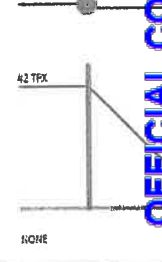
Anchor 1

10" PIHS = 3#6 (Primary) & 3#6 (S/N)
3324 PTG at Anchor
15' (-4') ft. Guy Lead
2500 ft.-lbs. Installation Torque

XB74 ANGLE GUY

Anchor 1

10" PIHS = 3#6 (S/N)
2890 PTG at Anchor
15' (-4') ft. Guy Lead
2500 ft.-lbs. Installation Torque

Final Sag Table

50% Medium Loading
Conductor Size = #2 AL
R.S. = 234'

Degrees	Inches	Tension LBS.
30°	9"	800
60°	12"	600
90°	17"	450
120°	25"	N/A

WL 2
STENCIL POLE
O1445 XB74
40' Class 3 - NJU
INSTALL:

P403
VRP1 (BH=4")
TIE2POST
PWIREXFERA
P2ALNG (30)
S1 (BH=56")
TIE2SPOOL
SWIREXFERA
N2AL (30)

ANGLE GUY:

GI3#6 : G3#6
GGM : ANC10PIHS

WL 3
STENCIL POLE
O1445 XB90
35' Class 5 - NJU

INSTALL:

SDESC (BH=45" UNO
(LOWER TO OBTAIN
DESHOE24
STDE : STSK (BH=4")
SWIREXFERA (3)
KGNDTESTR
LABENGR (2)

PRIMARY DE GUY:

GI3#6 : GIBREAKR3#6
G3#6 : GGM : ANC10P

SEC DE GUY:

G3#6 : GG : ANC10PIH

SCRAP:

SDESC
STDE
STSK
GI516 : G516
GGM : ANC10PIHS

OHMS: _____

WL 1
STENCIL POLE
O1445 XB21
40' Class 5 - NJU

INSTALL:

VDEP1V46 (BH=18")
DESHOE24
PWIREXFERA
S1 (BH=56")
TIE2SPOOL
SDESC (BH=4")
DESHOE24
SWIREXFERA (2)

DE TAP GUY:

GI3#6 : G3#6
GGM : ANC10PIHS

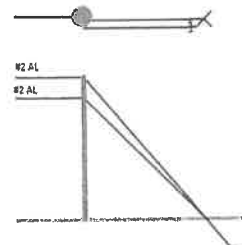
SCRAP:

VDE1V
S1 : SDESC
G516 : ANC10PIHS

INSTALL NEW POLE & PULL PRIMARY LINE OVER TO
NEW POLE TO ANGLE AROUND NEW GARAGE

INSTALL NEW POLYMER TAP
& NEW DE TAP GUYS

XB90 PRIM DE GUY



LOWER NEUTRAL/SECOI
96" SEPARATION FRC
*PULL SLACK FROM TRIF

Aug 02 2021

OFFICIAL COPY

Exhibit B

Email from North Carolina Utilities Commission—Public Staff Tommy
Williamson to Company dated May 25, 2021

From: Williamson, Tommy C
Sent: Tuesday, May 25, 2021 2:42 PM
To: Matt W Hirschberg (DEV Trans Distribution - 1) ; Sherry G Easter (DEV Trans Distribution - 1)
Cc: Damon J Rodgers (DEV Trans Distribution - 1)
Subject: [EXTERNAL] RE: [External] RE: Contact Information

This is an EXTERNAL email that was NOT sent from Dominion Energy. Are you expecting this message? Are you expecting a link or attachment? DO NOT click links or open attachments until you verify them

Good afternoon, all. I spoke with the customer today.

He conveyed to me that he believes that Dominion's facilities were sub-standard prior to the recent work performed to allow construction of his barn. He believes he is paying for the work that realigned the service and brought Dominions facilities up to the current construction standard.

He believes he should pay no more than \$2,000.00 for the work at his property. If that cannot be achieved, then he plans to file a formal complaint with the Commission.

Exhibit C

Virginia Electric and Power Company d/b/a Dominion Energy North Carolina
Easement

BOOK 918 PAGE 170

SD020613

241351

Vepco Form No. 112-A

10-1-54

556.1

STATE OF NORTH CAROLINA

COUNTY OF Halifax

THIS AGREEMENT, made this 17th day of December, 1975, between

Nena F. Barrett, Administratrix, with power to convey real estate, acting under

terms of an agreement dated November 29, 1972 recorded in the Clerk's Office

of the Circuit Court of Halifax County, North Carolina, file No. 72E220

of Littleton, North Carolina, hereinafter called "Owner" ("Owner" wherever used herein being intended to include the grantors whether one or more, masculine or feminine), and Virginia Electric and Power Company, a corporation duly organized and doing business under the laws of Virginia, and qualified to do business under the laws of North Carolina, hereinafter called "Company."

WITNESSETH:

That for the sum of One Dollar (\$1.00), and other valuable considerations, the receipt whereof is hereby acknowledged, Owner grants unto Company, its successors and assigns, the right, privilege and easement of right of way to construct, operate and maintain a pole line for transmitting and distributing electric power, including all wires, poles, attachments, ground connections, equipment, accessories and appurtenances desirable in connection therewith (hereinafter referred to as "facilities"), and including all telephone wires and attachments of any other company, over, upon and across the lands of Owner, situated in

Halifax County, North Carolina, as shown on Plat No. CEHXC1975-16 hereto attached and made a part of this agreement; the location of said right of way being shown in broken lines on said plat.

The facilities erected hereunder shall remain the property of Company. Company shall have the right to inspect, rebuild, remove, repair, improve, relocate on the right of way above described, and make such changes, alterations, substitutions, additions to or extensions of its facilities as Company may from time to time deem advisable, including the right to increase or decrease the number of wires.

Company shall at all times have the right to trim, cut and keep clear all trees, limbs, undergrowth and other obstructions along said pole line or adjacent thereto that may endanger the safe and proper operation of its facilities. All trees and limbs cut by Company at any time shall remain the property of Owner. Trees cut by Company with merchantable trunks six inches or more in diameter will be cut into lengths of not less than four feet when requested by Owner and will be placed in piles separate from other trees, limbs and undergrowth cut by Company.

For the purpose of constructing, inspecting, maintaining or operating its facilities, Company shall have the right of ingress to and egress from the right of way over the lands of Owner adjacent to the right of way and lying between public or private roads and the right of way in such manner as shall occasion the least practicable damage and inconvenience to Owner.

Company shall repair damage to roads, fences or other improvements and shall pay Owner for other damage done in the process of the construction, inspection, or maintenance of Company's facilities, or in the exercise of its right of ingress and egress; provided Owner gives written notice thereof to Company within thirty days after such damage occurs.

The Owner covenants that he is seized of and has the right to convey the said easement of right of way, rights and privileges; that Company shall have quiet and peaceable possession, use and enjoyment of the aforesaid easement of right of way, rights and privileges, and that Owner shall execute such further assurances thereof as may be required.

OFFICIAL COPY

Aug 02 2021

BOOK 918 PAGE 171

WITNESS the following signature..... and seal.....:

Nena F. Barrett (SEAL)

APPROVED:
D.B. Zigler
REAL ESTATE DEPT.

(SEAL)

STATE OF NORTH CAROLINA

COUNTY OF Warren

I, Harry S. Ross

Nena F. Barrett

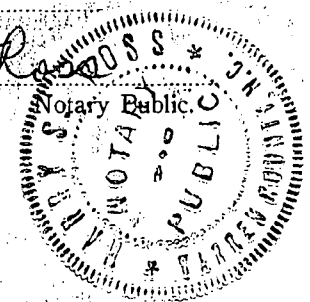
, a Notary Public, do hereby certify that

personally appeared before me this day and acknowledged the execution of the foregoing instrument.

Witness my hand and notarial seal this 17th day of December, 1975

My commission expires December 3, 1978

Harry S. Ross



STATE OF NORTH CAROLINA

COUNTY OF Halifax

The foregoing certificate of Harry S. Ross, a Notary Public of Warren Co

County, is adjudged to be correct. Let the instrument, with the certificate, be registered.

Witness my hand this 19 day of Jan., 1976

Recorded 9 A. M.

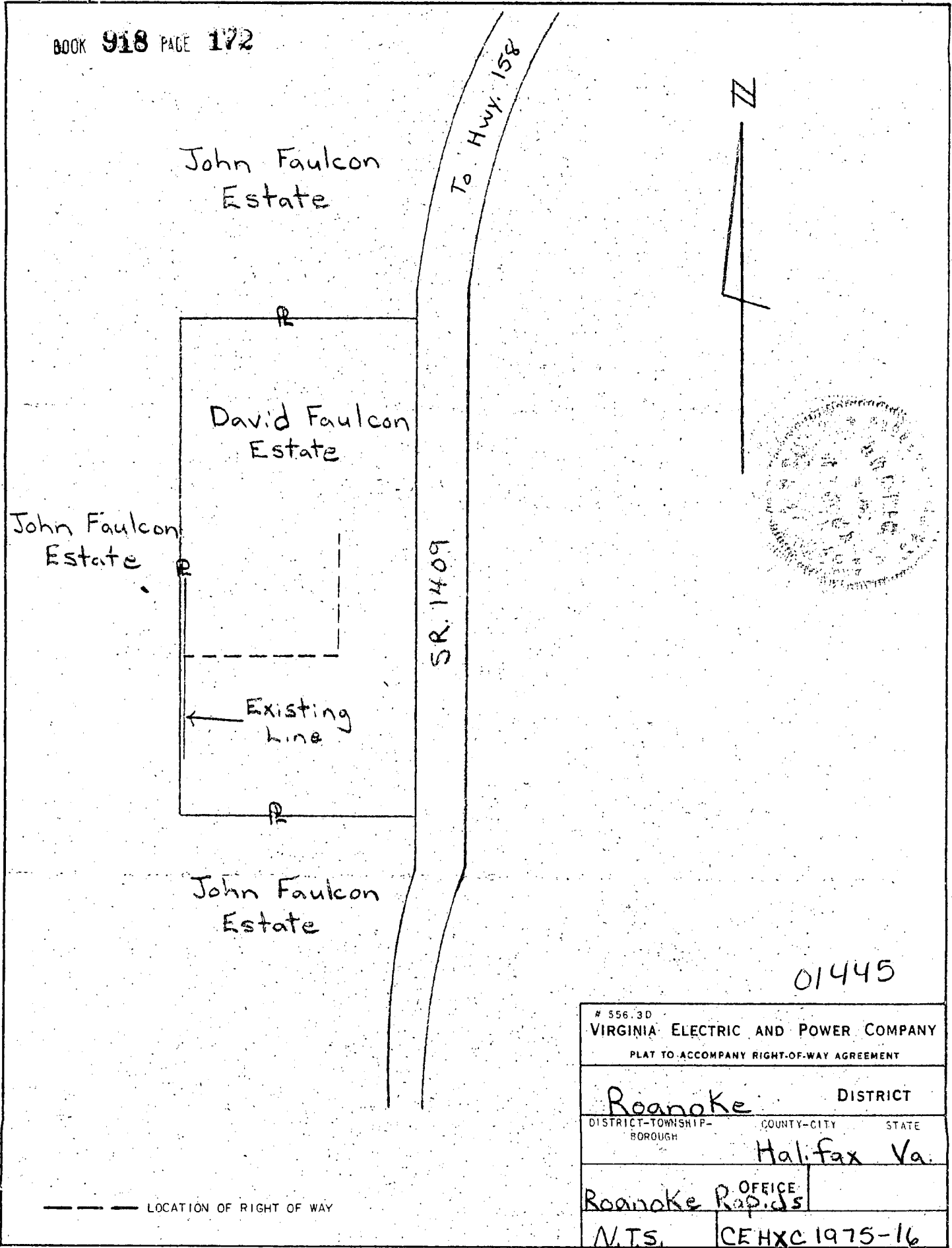
Book 918 Page 171

T. S. Uzzell, Register of Deeds
Clerk Superior Court.

By Mary E. Warren Deputy

Aug 02 2021 OFFICIAL COPY

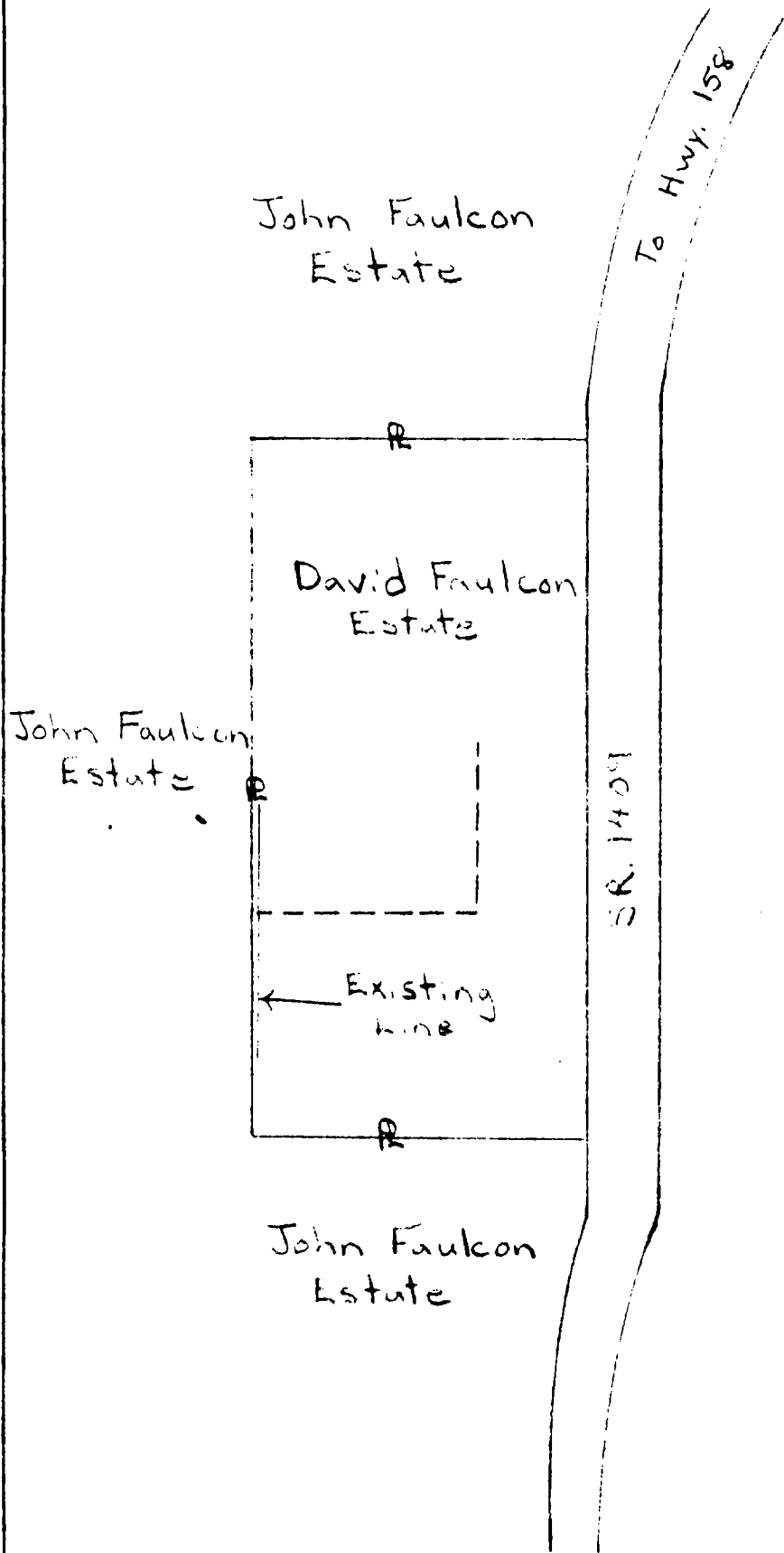
BOOK 918 PAGE 172



01445

# 556.30		
VIRGINIA ELECTRIC AND POWER COMPANY		
PLAT TO ACCOMPANY RIGHT-OF-WAY AGREEMENT		
Roanoke		DISTRICT
DISTRICT-TOWNSHIP-BOROUGH	COUNTY-CITY	STATE
	Halifax	Va.
Roanoke Rap. & S.		OFFICE
N.T.S.		CEHXC 1975-16

Aug 02 2021 OFFICIAL COPY



— — — — — LOCATION OF RIGHT OF WAY

* 556.30	
VIRGINIA ELECTRIC AND POWER COMPANY	
PLAT TO ACCOMPANY RIGHT-OF-WAY AGREEMENT	
Roanoke	DISTRICT
DISTRICT-TOWNSHIP-ROOUGH	COUNTY-CITY
	Halifax Va.
Roanoke Rapids	OFFICE
N.T.S.	CEHXC 1975-16

135

STATE OF NORTH CAROLINA

COUNTY OF _____

TO

VIRGINIA ELECTRIC AND
POWER COMPANY

PO Box 26666

RIGHT OF WAY

Filed for registration on the 19 day
of January, 1976, at 9
o'clock 11 M., and registered in the office
of the Register of Deeds for Halifax
County, N. C., this 19 day of January
1976, at 9 o'clock 11 M., in Book 918
of Deeds, on Page 170, etc.

D. S. Uzzell

Register of Deeds.

Fee
4.50

OFFICIAL COPY

Aug 02 2021

Exhibit D

Initial Work Request Ticket and
Notes from Discussions with Complainant

Comments

Date	Name	Remarks
02/09/2021	Cynthia G Odom	Ticket # A210402516 WRK: 2/13/21 UPD: 2/25/21 EXP: 3/2/21
01/29/2021	Seth C Wright	MET CUSTOMER TODAY, CUSTOMER HAS BUILT A NEW SHOP UNDER DOMINION'S PRIM/NEUT. CUSTOMER WAS UNDER THE IMPRESSION WE WOULD MOVE THIS FOR FREE. I WILL LOOK FOR OUR EASEMENT AND START ON THE DESIGN
01/28/2021	WMIS ADMINISTRATION ACCOUNT	PLEASE CONTACT CUST TO MOVE LINES

Exhibit E

Photograph Detailing Proximity of Complainant's Barn to Line



Exhibit F

Virginia Electric and Power Company d/b/a Dominion Energy North Carolina
Workorder

General Information

Work Request Number	10434098
Entered By	INTERFACE MAN
Work Request Status	Construction Completed
Work Request Name	DONALD H HILLS
Work Request Type	DWFO - Work For Others
Work Request Description	RELOCATE PRIMARY LINE TO AVOID NEW BUILT SHOP
Comments	PLEASE CONTACT CUST TO MOVE LINES

Work Request Location

Location Address	903 FAULCON RD LITTLETON, NC 27850
Driving Directions	
Public Map Book	

Dominion Energy Contact

Name	Joseph W Williams
Phone	(252) 308-1035
Email	
Office	Roanoke Rapids Construction

Work Request Dates

Site to Be Ready By	
Desired Completion	
Scheduled Start	02/26/2021
Scheduled Completion	03/05/2021
Projected Completion	03/05/2021
Construction Complete	02/26/2021

Work Request Task Status

[🔗 How do I know my site is ready?](#)

Task	Description	Complete	Completion Date
(1010)	WORK REQUEST INITIATED	✓	01/28/2021
(1020)	INFORMATION REQUIRED FOR DESIGN RECEIVED	✓	02/03/2021
(4010)	DESIGN/PROJECT APPROVED	✓	02/05/2021
(7005)	Customer Confirmed Site Ready	✓	02/09/2021
(7020)	Work Schedule Established	✓	02/08/2021
(9060)	CONSTRUCTION COMPLETE	✓	02/26/2021

OFFICIAL COPY

Aug 02 2021

Exhibit G

Breakdown of Costs Charged for Workorder

Report Number: 148

Apr 21, 2021

WMIS Work Request Compatible Unit Cost Estimate

WR#: 10434098

Revision #: 1

Customer: DONALD H HILLS

Customer #: 716225969

Address: 903, FAULCON RD LITTLETON NC-27850

WR Description: RELOCATE PRIMARY LINE TO AVOID NEW BUILT SHOP

Local District Code: 61C1

Owner: Joseph W Williams

WR Type: (DWFO) CPLX DSGN WORK FOR OTHERS

Design Specifications.....

Assembly ID	Assembly/Description	Action	U O M	Qty (Hot)	Qty (Cold)	Labor	Assembly Costs Vehicle/Equip	Material
ANC10PIHS	ANCHOR 10" PI 10000# HS	Scrap	EA	0	2	\$145.10	\$35.08	\$0.00
ANC10PIHS	ANCHOR 10" PI 10000# HS	Install	EA	0	4	\$377.64	\$91.30	\$0.00
DESHOE24	DEADEND SHOE 246 AL STRT	Install	EA	3	0	\$191.04	\$46.19	\$0.00
G3#6	5/16 IN ALUMOWELD DOWN GUY	Install	EA	4	0	\$1,253.88	\$303.17	\$0.00
G516	5/16 IN UNINSULATED DOWN GUY	Scrap	EA	2	0	\$422.27	\$102.10	\$0.00
GG	GUY GUARD	Install	EA	0	1	\$28.61	\$6.92	\$0.00
GGM	GUY GUARD, MULTIPLE	Scrap	EA	0	1	\$38.78	\$9.38	\$0.00
GGM	GUY GUARD, MULTIPLE	Install	EA	0	3	\$155.13	\$37.51	\$0.00
GI3#6	5/16 IN INSULATED ALUMOWELD DOWN GUY, CONTAMINATED	Install	EA	3	0	\$940.41	\$227.38	\$0.00
GI516	5/16 IN INSULATED DOWN GUY	Scrap	EA	1	0	\$211.13	\$51.05	\$0.00
GIBREAKR3#6	ADDITIONAL GUY BREAKER 3#6"	Install	EA	1	0	\$152.16	\$36.79	\$0.00
KGNDTESTR	GROUND TESTER - STRAIGHT TIME	Install	EA	0	1	\$129.28	\$31.26	\$0.00
LABENGR	LABOR-HR ENGINEERING SERVICES	Install	EA	0	2	\$258.55	\$25.03	\$0.00
N2AL	#2 BARE AL 1/C NEUTRAL	Install	FT	0	30	\$19.39	\$3.75	\$5.44
P2ALNG	#2 BARE AL 1/C PRI, NON-GRAPHIC	Install	FT	0	30	\$22.49	\$5.44	\$5.44
P403	POLE 40 FT WOOD, CLASS 3 CCA	Install	EA	0	1	\$262.69	\$63.52	\$338.09
PWIREXFERA	TRANSFER PRIMARY WIRE < 4/0	Install	EA	2	0	\$233.52	\$56.46	\$0.00
S1	SECONDARY CLEVIS 1/C	Scrap	EA	1	0	\$47.33	\$11.45	\$0.00
S1	SECONDARY CLEVIS 1/C	Install	EA	2	0	\$129.38	\$31.28	\$0.00
SDESC	SEC STRAIN CLAMP DEADEND	Install	EA	2	0	\$74.49	\$18.02	\$0.00
SDESC	SEC STRAIN CLAMP DEADEND	Scrap	EA	2	0	\$44.73	\$10.82	\$0.00
STDE	TRIPLEX DEADEND	Install	EA	1	0	\$11.18	\$2.71	\$0.00
STDE	TRIPLEX DEADEND	Scrap	EA	1	0	\$8.04	\$1.94	\$0.00
STSK	SECONDARY TRIPLEX SLACK	Install	EA	1	0	\$11.18	\$2.71	\$0.00
STSK	SECONDARY TRIPLEX SLACK	Scrap	EA	1	0	\$8.04	\$1.94	\$0.00
SWIREXFERA	TRANSFER SER/SVC < OR = 1/0	Install	EA	6	0	\$374.72	\$90.62	\$0.00
TIE2POST	DIST TIE #2 ONE POST	Install	EA	1	0	\$8.83	\$2.13	\$0.00
TIE2SPOOL	DIST TIE #2 SEC SPOOL	Install	EA	2	0	\$120.36	\$29.09	\$0.00
VDE1V	VERTDE 1P TAP FM VERT	Scrap	EA	1	0	\$84.91	\$20.53	\$0.00
VDEP1V46	VERT DE 1P 46 kV POLY DIST CLASS	Install	EA	1	0	\$118.35	\$28.62	\$29.41
VRP1	VERT TANGENT POST 1PH	Install	EA	1	0	\$288.55	\$69.77	\$20.08
Totals: Design Specifications..... (Labor, Vehicle/Equipment, and Material)						\$6,172.18	\$1,453.96	\$398.46

Total Estimate - All Costs.....**\$8,024.60**

*** Note: Totals may not match Estimate Due to update in Material Items after Estimation and Rounding

Dominion

Page 1 of 2

8:48:47 AM

Aug 02 2021

OFFICIAL COPY

Report Number: 148

Apr 21, 2021

WMIS Work Request Compatible Unit Cost EstimateWR#: 10434098 Approved Revision #: 1**Customer Contributions w/Credits And Taxes***Work Requests Estimated Total costs (Non Betterment):* **\$4,359.37***Revenue Credit:* \$0.00*Customer Contribution for Costs > Revenue Credit:* **\$4,359.37***Differential Charge:* \$0.00*Removal Of Adequate Facilities:* \$0.00**Subtotal: Customer Contribution** **\$4,359.37**

+

Estimated Fair Market Value (Customer Provi \$0.00*Tax Effects Recovery Factor (TERF):* \$562.87*Sales Tax:* \$344.56**Total Customer Contribution:** **\$5,266.80**

Dominion

Page 2 of 2

8:48:47 AM

Aug 02 2021

OFFICIAL COPY

Exhibit H

Email from DENC Employee Communicating
Construction Payment Invoice to Complainant on February 8, 2021

Dominion Paperwork Attached



Seth C Wright (DEV Trans Distribution - 1)

To: neverlatelic@gmail.com

Retention Policy Sent Items Retention (1 year, 6 months)

Expires 8/7/2022



[Reply](#) [Reply All](#) [Forward](#) [...](#)
Mon 2/8/2021 8:41 AM

Donald,

See attached payment coupon and design sketch.

Please let me know if you have any questions. Enjoyed working with you.

Seth C. Wright
Dominion Energy
Customer Project Designer II
Roanoke Rapids Office
200 Vepco Street
Roanoke Rapids, NC 27870
Office: 252-308-1041
Cell: 252-326-9431

Need a load letter or a [blue book?](#)



OFFICIAL COPY

Aug 02 2021

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing Answer and Motion to Dismiss Complaint of Donald H. Hills, as filed in Docket No. E-22, Sub 602, was served electronically or via U.S. mail, first-class, postage prepaid, upon all parties of record.

This, the 2nd day of August, 2021.

/s/Kristin M. Athens

Kristin M. Athens
McGuireWoods LLP
501 Fayetteville Street, Suite 500
PO Box 27507 (27611)
Raleigh, North Carolina 27601
Telephone: (919) 835-5909
kathens@mcguirewoods.com

*Attorney for Virginia Electric and Power
Company, d/b/a Dominion Energy North
Carolina*

OFFICIAL COPY

Aug 02 2021