

**Gibson, Lisa M.**

**From:** Holt, Gina <gina.holt@psncuc.nc.gov>  
**Sent:** Wednesday, June 5, 2024 3:00 PM  
**To:** Haller, Meaghan Klem  
**Cc:** 'Ed Finley'; 'Matt Klein'; Edmondson, Lucy; Coxton, Reita D  
**Subject:** RE: [External] RE: Eagle Creek Sewer Issues and Customer Agreement-URGENT

**[WARNING: EXTERNAL SENDER]**

Meaghan,  
 I will check and get back to you shortly.

Gina C. Holt  
 Manager, Legal Division, Natural Gas, Water, Sewer,  
 Telephone, & Transportation Sections  
 Public Staff - N.C. Utilities Commission  
 430 N. Salisbury Street, Suite 5060  
 4326 Mail Service Center  
 Raleigh, NC 27699-4300  
 T (919) 733-0971  
[gina.holt@psncuc.nc.gov](mailto:gina.holt@psncuc.nc.gov)



E-mail correspondence to and from this address may be subject to the North Carolina Public Records Law and may be disclosed to third parties by an authorized state official.

**From:** Haller, Meaghan Klem <meaghan.haller@dentons.com>  
**Sent:** Wednesday, June 5, 2024 1:44 PM  
**To:** Holt, Gina <gina.holt@psncuc.nc.gov>  
**Cc:** 'Ed Finley' <edfinley98@aol.com>; 'Matt Klein' <klein@nuinfrastructure.com>; Edmondson, Lucy <lucy.edmondson@psncuc.nc.gov>; Coxton, Reita D <Reita.Coxton@psncuc.nc.gov>  
**Subject:** [External] RE: Eagle Creek Sewer Issues and Customer Agreement-URGENT

**CAUTION:** External email. Do not click links or open attachments unless verified. Report suspicious emails with the Report Message button located on your Outlook menu bar on the Home tab.

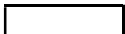
Gina, following up on the below. Are you and your team available tomorrow at 2 or 4 pm? Thanks,

**Meaghan Klem Haller**

Partner

+1 317 968 5440 |  +1 812 639 2787

Indianapolis



**From:** Haller, Meaghan Klem  
**Sent:** Friday, May 31, 2024 3:42 PM  
**To:** 'Holt, Gina' <gina.holt@psncuc.nc.gov>  
**Cc:** 'Ed Finley' <edfinley98@aol.com>; 'Matt Klein' <klein@nuinfrastructure.com>; 'Edmondson, Lucy' <lucy.edmondson@psncuc.nc.gov>; 'Coxton, Reita D' <Reita.Coxton@psncuc.nc.gov>  
**Subject:** RE: Eagle Creek Sewer Issues and Customer Agreement-URGENT

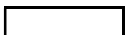
Gina,

The reason for wanting to meet is that Currituck believes (1) the list of customer issues is outdated; (2) to the extent that the customer issues are true and accurate they have been resolved; and (3) some of the customer issues presented below are somewhat undefined and difficult to understand. We might ask the PS to provide additional information on the date, time, and customer location of each issue, but Currituck believes such a request might take additional and unnecessary time for the PS to compile. Hence, Currituck is seeking a meeting to address this matter more quickly.”

We can be available Wednesday, June 5<sup>th</sup> at 9, 10, or 3. Please advise. Thank you,

**Meaghan Klem Haller**  
 Partner

+1 317 968 5440 | +1 812 639 2787  
 Indianapolis




---

**From:** Holt, Gina <[gina.holt@psncuc.nc.gov](mailto:gina.holt@psncuc.nc.gov)>  
**Sent:** Thursday, May 30, 2024 1:32 PM  
**To:** Haller, Meaghan Klem <[meaghan.haller@dentons.com](mailto:meaghan.haller@dentons.com)>  
**Cc:** Ed Finley <[edfinley98@aol.com](mailto:edfinley98@aol.com)>; Matt Klein <[klein@nuinfrastructure.com](mailto:klein@nuinfrastructure.com)>; Edmondson, Lucy <[lucy.edmondson@psncuc.nc.gov](mailto:lucy.edmondson@psncuc.nc.gov)>; Coxton, Reita D <[Reita.Coxton@psncuc.nc.gov](mailto:Reita.Coxton@psncuc.nc.gov)>  
**Subject:** FW: Eagle Creek Sewer Issues and Customer Agreement-URGENT  
**Importance:** High

**[WARNING: EXTERNAL SENDER]**

Meaghan,  
 As you are aware, I sent the below email to Ed Finley six weeks ago. I subsequently followed up with Ed on several occasions, and he stated that the Company was working on a response to the questions posed and needed more time. Since you cannot meet this week, it would be more productive for Currituck to provide in writing a description of the incident referenced in the email, whether Currituck identified the cause of the pervasive sewer failures, and what actions Currituck is taking or has taken (by now) to repair the sewer system prior to a scheduled meeting and a walk through of the answers. Additionally, please provide an answer to the question regarding whether Currituck is requiring customers to sign the Currituck Water and Sewer Customer Agreement and

Application referenced below. Please send dates that you and your client are available to meet next week after Tuesday, June 4<sup>th</sup>.

Best,  
Gina

---

Gina C. Holt  
Manager, Legal Division, Natural Gas, Water, Sewer,  
Telephone, & Transportation Sections  
Public Staff - N.C. Utilities Commission  
430 N. Salisbury Street, Suite 5060  
4326 Mail Service Center  
Raleigh, NC 27699-4300  
T (919) 733-0971  
[gina.holt@psncuc.nc.gov](mailto:gina.holt@psncuc.nc.gov)



---

E-mail correspondence to and from this address may be subject to the North Carolina Public Records Law and may be disclosed to third parties by an authorized state official.

---

**From:** Holt, Gina  
**Sent:** Wednesday, April 17, 2024 2:51 PM  
**To:** Ed Finley <[edfinley98@aol.com](mailto:edfinley98@aol.com)>  
**Cc:** Edmondson, Lucy <[lucy.edmondson@psncuc.nc.gov](mailto:lucy.edmondson@psncuc.nc.gov)>; Coxton, Reita D <[Reita.Coxton@psncuc.nc.gov](mailto:Reita.Coxton@psncuc.nc.gov)>; Ayers, Christopher J <[chris.ayers@psncuc.nc.gov](mailto:chris.ayers@psncuc.nc.gov)>  
**Subject:** Eagle Creek Sewer Issues and Customer Agreement-URGENT

Ed,  
The Public Staff received information from DEQ regarding several emails from residents describing dire conditions with the Eagle Creek sewer system. The following customer complaints were relayed in emails forwarded to us by DEQ Monday and yesterday. These complaints appear to be unrelated to the issues described by Mike Myers in response to the email I forwarded on Monday and of an ongoing nature.

- *Widespread (systemwide) issues reported for Saturday April 13*
- *Neighborhood/residents were not adequately notified of issues. Large number of residents were unaware of the "conserve water advisory" and continued to use water for several hours. Many residents became aware of the sewer issues through the community Facebook page.*
- *~ 3 homes flooded*
- *After hours number didn't work. When you call, automated system responds and gives options to select from. When you select an option (#), line would be disconnect.*
- *For [one customer's] house, sewage backed up in commode and bathtub, but did not overflow. He was away from home at work in Norfolk at the time of the incident. Wife and young child(ren) at home when incident occurred. Wife couldn't reach anybody on the phone. Wife searched the neighborhood for about an hour to find a tech. Placed on a list. Response provided around 4:30 to 5:00. Repair made with a broken part or repair needed at the pit/controller, as reported by tech.*
- *One residence on St. Andrews had an overflowing pit with sewage running to a ditch and down driveway.*

- *There's not an adequate number of staff/techs on-site to address issues (maybe one?). Residents are resorting to searching the neighborhood for a tech to provide response, since they can't get ahold of anybody via phone. (see attached Facebook posts shared Eric referencing staffing concerns)*
- *Residents/homes that have not experienced problems in the past are having problems now. There doesn't appear to be any rhyme/reason/pattern to who has experienced a problem in the recent days.*
- *Issues have been ongoing since early/mid- week last week (timeline seems to correspond to when "valves were installed on primary lines." Sounded like issues have come and gone since the work last Tuesday.*
- *Multiple residents have had back-ups in houses over the last week.*
- *Pits have overflowed over the last week*
- *There seems to be only one person working to service the entire neighborhood. He can't keep up with issues.*
- *The phone lines to report issues don't seem to work. Four numbers just ring with no response when you call. Residents have to go out and chase a CWS employee down in the neighborhood to request help, since they can't get through to CWS by phone.*
- *Claims for damages are not being responded to.*
- *There was a good run going for sewer system performance in general, with no major incidents. However, it's gone downhill recently with more frequent and widespread issues that don't appear to be getting the attention they deserve.*
- ***Local YMCA is opening up showers to Eagle Creek residents due to ongoing sewer issues.***

The Public Staff is extremely concerned with the status of the system, finds these conditions unacceptable, and considers the status an emergency. The Public Staff is determining what action to take to protect customers. To inform our decision, we are willing to make ourselves available tomorrow to meet with Currituck to discuss whether Currituck has identified the cause of the pervasive sewer failures and what actions Currituck is taking or has taken to repair the sewer system. Additionally, Currituck should file with the Commission the status of the system and its detailed plans to perform total remediation of this system in Docket No. W-1333, Sub 0 no later than the close of business this Friday.

**Regarding Currituck's customer contract, a customer sent the following message regarding the company's contract with customers. Please advise Currituck that the Public Staff takes issue with the contract terms, which purport to limit Currituck's liability and will file a cease-and-desist motion if necessary. I note that, to the Public Staff's knowledge, none of the other water companies have similar provisions in their customer contracts.**

*The sewage in the neighborhood went out last week and continues to have issues at many homes through the neighborhood.*

*Many homes are experiencing backups in the home. Damage claims are no longer being taken care of by the utilities insurance. When backups are no fault of the customer.*

*The entire neighborhood has also been sent the attached contract to sign. Residents are angry, and tired of sewer problems. The contract does not seem to paint a picture of a functioning sewer system in the future.*

## Currituck Water & Sewer Customer Agreement and Application

I, we, the undersigned ("Consumer") hereby request water/wastewater service from [Currituck Water & Sewer], LLC or its subsidiaries ("Utility") at the Service Address and for the use stated below and none other. Consumer agrees to promptly pay the application fees, service fees, deposits, late fees, after-hours fees, processing fees and all other Charges and fees of Utility ("Charges") at Utility's IURC approved rates, now or at any future time, and to comply with Utility's rules, regulations and policies, as modified from time to time by Utility ("Rules").

Utility's obligation to provide water/wastewater service is subject to:

- (i) Utility's acceptance of this Application and
- (ii) the provisions of any water or sewer license, permit, franchise, easement, right-of-way or other agreements that may exist between Utility and any governmental authority or other person and
- (iii) agreement to comply with all rules and regulations of CWS, North Carolina law and of the North Carolina Utility Commission.

Utility has exclusive rights to furnish such service(s) to the service address. Consumer will and comply with the water & wastewater rules available by calling our customer service representatives at 888.754.9878.

It is understood by all parties for line extensions and some pressure services may need approval by the North Carolina Department of Environmental Quality (NC DEQ). It must also be understood that lag time for the engineers and NC DEQ review does exist. Consequently, in some cases it may be several weeks before some connections can be completed.

If the Applicant desires an estimate of the cost to serve a new property, CWS will use reasonable effort to provide such estimate. However, the Applicant acknowledges that the costs reflected in such estimate are not a binding term of this Agreement, nor does it reflect a separate contract between Applicant and CWS.

The signed Application, together with a copy of Consumer's valid Driver's License and applicable Charges, must be submitted to Utility.

Consumer further agrees that:

1. Utility retains title to and has the sole right to use all meters, connections and other property furnished by it and may remove them at anytime; and
2. Customer agrees to execute any and all documents necessary for Utility to record easements or other restrictions upon Customer's property as a result of Utility's provision of sewage service to customer.
3. Consumer is responsible for the safekeeping of all property of Utility at the Service Address; and

Currituck Water & Sewer, LLC  
4700 Homewood Ct., Suite 108, Raleigh, North Carolina 27609  
Phone: 252.235.4900; Toll Free: 888.754.9878



4. Consumer grants and guarantees free right of access by Utility employees, agents, and contractors to meters, connections and other property of Utility at the service address without obstruction (e.g., shrubs, decks, porches, vehicles, animals, fences, etc., or human intervention); and
5. Consumer will keep the service line, all other piping, all plumbing fixtures and fittings and all appliances at the Service Address (not including meters maintained by the Utility) in good and safe operating condition, first notifying the Utility prior to having repairs made to the service line, and will report immediately to the Utility any leaks discovered; and
6. Consumer will not connect supplementary water or sewer service to a new or existing meter or connection on Utility's system. Consumer agrees that a separate tap with associated Charges will be required for each building or structure at the service address; and
7. Consumer will notify Utility within 10 days prior to vacating the service address or service discontinuance for any reason; and
8. Consumer will install, at Consumer's expense and pursuant to Utility specifications, the service line from Utility's cleanout to the point of use at the service address. Consumer is responsible for obtaining correct specifications from Utility for service lines. Utility has the sole right to determine the location of the service line's connection to the Utility's collection system. Utility will not refund any payments made by Consumer for extension of wastewater collection lines to the property line of the Service Address unless required under a separate agreement with Utility; and
9. Consumer agrees that Utility may install or cause to be installed a cut-off valve on the water service line at the service address, and that upon a default, Utility has the absolute right 15 days after mailing notice to the service address to stop **water and wastewater** service to the service address by use of the cut-off valve. Utility has the right to do so without notice in the event of an emergency or if damage to Utility's system or plant is likely to occur or Utility is otherwise likely to incur liability. Use of the cut-off valve to terminate wastewater service will also result in the termination of water service, but Consumer must continue to pay the minimum fee for water service if required by the water service provider.
10. Discontinuance of Service: Consumer understands and agrees that:
  - a. 15 days after mailing written notice to the service address (or immediately and without notice in the event of an emergency or if damage to Utility's system or plant is likely to occur or Utility is otherwise likely to incur liability), Utility can cut off water and wastewater service to the service address if Consumer fails to pay any Charges, fails to comply with any of the regulations or fails to comply with any provision of this agreement (a "default"); and

Currituck Water & Sewer, LLC  
4700 Homewood Ct., Suite 108, Raleigh, North Carolina 27609  
Phone: 252.235.4900; Toll Free: 888.754.9878

- b. Consumer must pay an additional delinquent processing fee to reinstate service, and if reinstatement of service occurs after hours, Consumer must pay an additional after hours call out fee and;
  - c. Consumer must pay all Charges in full before service will be reinstated; and
  - d. Utility employees or contracted agents are not allowed to collect payments in the field without special authorization from management; and
  - e. Utility employees and contracted agents must disconnect all accounts that are delinquent; and
  - f. Consumer must pay any unpaid Charges promptly at time service is discontinued; and
1. Consumer will pay a late fee equal to 1% per month of any Charges that remain unpaid following the delinquent date shown on the utility bill. Consumer will pay or reimburse Utility for all costs and expenses, including, but not limited to, reasonable attorney's fee, collection fees, and interest, incurred by the Utility in collecting or attempting to collect any Charges or other sum due from Consumer to Utility; and Consumer waives all rights of exemption as to personal property under the constitution and laws of this state or any other state; and
2. Septage Haulers contributing to any of the Utility's WWT Plants must sign this plus an additional agreement; and
3. Consumer does and hereby release and forever discharge, and hereby agrees to indemnify, defend and hold harmless, Utility, its members, managers, employees, contractors, successors and assigns (collectively, the "Indemnified Parties"), from all loss, claim, damage and expense to property, person or otherwise and of every nature (including attorney's fees) arising out of or relating to the provision of service to the service address by Utility, including any loss, claim, damage or expense arising out of a breach by Consumer of any provision of this agreement, except to the extent caused by the sole negligence or willful misconduct of Utility. In addition, Consumer does hereby release and forever discharge the Indemnified Parties from all loss, claim, damage and expense to property, person or otherwise and of every kind arising from any service interruptions or other conditions or occurrences arising from or relating to use of the cut-off valve, water or wastewater line breaks or blockages, tampering, failures of the Utility system, acts of God, fire, earthquake, flood, explosion, war or hostilities, any act of terrorism or belligerence, riot, public disorder, expropriation, requisition, confiscation or nationalization, rationing or allocation (whether imposed by law, decree, regulation or industry insistence), restraint by order of court or governmental authority, inability to obtain necessary approvals from any governmental authority, epidemic, quarantine, strikes or combination of workmen, labor disturbances, failure or breakdown of facilities and/or equipment (whether or not resulting from any cause listed above), changes in laws or regulations, termination or restriction of rights under any license, franchise, easement, right-of-way or other agreement for any cause whatsoever or any other event, matter or thing, wherever occurring, which shall not be within

Currituck Water & Sewer, LLC  
4700 Homewood Ct., Suite 108, Raleigh, North Carolina 27609  
Phone: 252.235.4900; Toll Free: 888.754.9878



the reasonable control of Utility (each a "Force Majeure Event"). Utility's failure to perform or delay in performing any of its obligations under this agreement as a result of a Force Majeure Event shall not be a breach of this agreement.

- Consumer shall provide an easement where the pump and the service line are to be located. Such locations will be determined by mutual consent of the Homeowner and CWS or their representatives.

This Customer Agreement is controlled by North Carolina law.

Applicant #1: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Applicant #1: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Utility: \_\_\_\_\_

Date: \_\_\_\_\_

Currituck Water & Sewer, LLC  
4700 Homewood Ct., Suite 108, Raleigh, North Carolina 27609  
Phone: 252.235.4900; Toll Free: 888.754.9878



Thank you for bringing this to the attention of Currituck as soon as possible.

Regards,  
Gina

---

Gina C. Holt  
Manager, Legal Division, Natural Gas, Water, Sewer,  
Telephone, & Transportation Sections  
Public Staff - N.C. Utilities Commission  
430 N. Salisbury Street, Suite 5060  
4326 Mail Service Center  
Raleigh, NC 27699-4300  
T (919) 733-0971  
[gina.holt@psncuc.nc.gov](mailto:gina.holt@psncuc.nc.gov)



---

E-mail correspondence to and from this address may be subject to the North Carolina Public Records Law and may be disclosed to third parties by an authorized state official.

---

Email correspondence to and from this address may be subject to the North Carolina Public Records Law and may be disclosed to third parties by an authorized state official.