



## REQUEST FOR BOARD ACTION

ITEM NO. 12

**DATE OF MEETING:** May 16, 2016

**REQUESTED BY:** Michael G. Mack, Utilities Director; Trey Thurman, County Attorney

**SHORT TITLE:** Resolution to Approve a Data Transfer Agreement By and Between Pender County and the Rocky Point/Topsail Water and Sewer District and Pluris Hampstead, LLC for the Provision of Monthly Water Usage Data from the District to Pluris for Billing of their Commercial Sewer Customers.

**BACKGROUND:** Pluris Hampstead, LLC has established a sanitary sewer system to serve the Hampstead and Scotts Hill areas of Pender County. As such, they have requested Pender County Utilities provide them with the monthly water usage data for those commercial sewer customers within the Pluris service area for their billing purposes. Currently, Pluris Hampstead is serving the Topsail Elementary/Middle and High Schools and is expecting to add the Hampstead Town Center soon. This request is only for their commercial sewer customers.

The terms of the agreement stipulate that Pluris Hampstead agrees to pay \$2.00 per account, per month for the water usage data for commercial sewer customers in an Excel format. This charge will increase by ten percent after the first five years of the Agreement and every five years thereafter. Payment shall be made within thirty days of the date the District sends the billing data to Pluris. The District also agrees to provide Pluris reports of any commercial customer move-ins or move-outs that occurred during the month and of any water meter change outs.

The Pluris Water and/or Sewer Customer Application (copy attached) requires the applicant to agree to Pender County Utilities providing their water usage data to Pluris for the purpose of calculating their sewer bill based on the volume of water used each month.

Mr. Thurman has worked directly with the attorney representing Pluris Hampstead to clearly define the terms and conditions of the Data Transfer Agreement.

**SPECIFIC ACTION REQUESTED:** Consider a resolution approving execution of the Data Transfer Agreement between Pender County and the Rocky Point/Topsail Water and Sewer District and Pluris Hampstead for the provision of monthly water usage data from the District to Pluris billing of their commercial sewer customers.

**RESOLUTION**

**NOW, THEREFORE BE IT RESOLVED** by the Pender County Board of Commissioners that:

execution of a Data Transfer Agreement between Pender County and the Rocky Point/Topsail Water and Sewer District and Pluris Hampstead for the provision of monthly water usage data from the District to Pluris billing of their commercial sewer customers is approved.

The Chairman/County Manager is authorized to execute any document necessary to implement this resolution.

AMENDMENTS:

MOVED \_\_\_\_\_ SECONDED \_\_\_\_\_

APPROVED \_\_\_\_\_ DENIED \_\_\_\_\_ UNANIMOUS

YEA VOTES: Brown \_\_\_ McCoy \_\_\_ Keith \_\_\_ Piepmeyer \_\_\_ Williams \_\_\_

\_\_\_\_\_  
George R. Brown, Chairman      05/16/16  
Date

\_\_\_\_\_  
ATTEST      05/16/16  
Date

PENDER COUNTY  
NORTH CAROLINA

DATA TRANSFER AGREEMENT

THIS AGREEMENT (the “Agreement”), made and entered into this \_\_\_ day of \_\_\_\_\_, 2016 (the “Effective Date”) by and between the COUNTY OF PENDER, NORTH CAROLINA, a political subdivision of the State of North Carolina and the Rocky Point Topsail Water and Sewer District, a North Carolina Local Service District (Collectively “County”), and PLURIS HAMPSTEAD, LLC (“Pluris”), a North Carolina limited liability company:

WHEREAS, Pluris, a public utility regulated by the North Carolina Utilities Commission pursuant to Chapter 62 of the North Carolina General Statutes, owns and operates a wastewater collection and treatment system in Pender County (the “Pluris Service Area”) and requires information related to water usage by the commercial properties located within the Pluris Service Area in order to fairly and accurately assess wastewater usage for those same property; and

WHEREAS, the County provides water service to commercial properties located in the Pender County Utilities Service Area and regularly reads these commercial water meters located on those properties to determine water usage; and

WHEREAS, it is in the public interest for the County and Pluris to enter into this Agreement pursuant to which the County agrees to provide Pluris with water usage data for those commercial properties within the Pluris Service Area and Pluris agrees to pay the County for same so that wastewater service may be provided to users wishing to utilize the service from Pluris.

NOW, THEREFORE, in consideration of the terms, conditions and covenants expressed in this Agreement, the parties agree as follows:

1. County's Obligations. County agrees to transmit to Pluris certain water usage data in a readily accessible format, initially Microsoft Excel format, as more specifically set forth on Exhibit 1 hereto, which is derived from County's reading of commercial water meters located on properties within the Pluris Service Area. The exact format and program to be used may vary from time to time as County's IT needs change. In addition, County shall provide to Pluris reports of: 1) any commercial customer move-ins or move-outs that occurred during the month; and 2) any commercial water meter change outs that occurred during the month. County shall transmit all information contemplated by this Section 1 on a monthly basis and shall use its best efforts to transmit the information no later than the 21<sup>st</sup> day of the month following the month during which the usage occurred.

2. Pluris' Obligations. By way of the application to receive service provided by Pluris to all new customers, Pluris shall secure from each customer for which the County provides the information set forth in Section 1 hereof, consent of that customer to the County's provision of the referenced information to Pluris. In addition, Pluris shall pay to County two dollars (\$2.00) on a per meter ID reading basis in exchange for the County's obligations set forth in Section 1 hereof. This charge shall increase by Ten Percent (10%) after the first five years of this Agreement, and every five years thereafter shall increase an additional Ten Percent (10%). Payment shall be made within thirty days of the date on which County sends the billing information to Pluris.

3. Indemnification. To the fullest extent permitted by law, Pluris Holdings LLC, d/b/a, Pluris Hampstead, LLC., shall indemnify and hold harmless the County of Pender, NC, and Rocky Point Topsail Water and Sewer District, and their respective officers, elected officials, contractors, agents and employees from and against any and all claims, damages, losses

and expenses, including but not limited to legal and attorneys' fees, arising out of or resulting in any way from this Agreement. The indemnification shall NOT extend to any dispute between any water customer of County and County regarding the amount due for water supplied to such customer.

4. **Dispute Resolution.** Any claim, dispute, or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to the institution of legal or equitable proceedings by either party. Unless the parties mutually agree otherwise, such mediation shall be held in the County of Pender, State of North Carolina. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof. The parties agree that, without regard to the principles of conflicts of laws, the internal laws of the State of North Carolina shall govern and control the validity, interpretation, performance, and enforcement of this Agreement. The interpretation of this Agreement shall not be based upon whether one Party drafted more of the Agreement or any part thereof. The parties agree that any suit or action related to this Agreement shall be initiated and prosecuted in the courts of the County of Pender, State of North Carolina, and each party waives any right or defense relating to such jurisdiction or venue. By execution of this Agreement, County does not waive any immunity to which it is entitled under law.

5. **Mutual Obligations.** Parties agree that they will treat all customer specific data and information as confidential to the extent permitted by North Carolina law.

6. **Term.** This Agreement shall take effect as of the Effective Date and shall continue in full force and effect for an initial term of twenty-five (25) years and shall automatically renew for additional terms of Five (5), years unless terminated in accordance with Section 7 hereof.

7. Termination. This Agreement may be terminated upon mutual, written consent of the County and Pluris. In addition, any party may withdraw from this Agreement after expiration of the initial term by giving one hundred twenty (120) days' written notice. County also may withdraw from this Agreement should it be determined by County that continuing to perform under this Agreement is not permitted under any applicable law or regulation, or is no longer in the public interest. Should Pluris fail to make payments under this Agreement, County may suspend provision of further billing information to Pluris. Failure by Pluris to bring the charges current within thirty days of notice being sent by County that the payment is past due shall entitle County to terminate this Agreement.

8. Notice. All notice given pursuant to this Agreement shall be in writing and shall be deemed to have been duly given if sent by electronic mail, registered or certified mail, overnight parcel service, or facsimile, addressed as below set forth or to such other address as shall be furnished in writing by either party to the other:

COUNTY  
Pender County Utilities  
Michael G. Mack, Director  
PO Box 995  
Burgaw, NC 28425  
910-259-1570  
E-mail: mmack@pendercountync.gov

PLURIS  
Beverly Yopp  
Director, Customer Care  
Pluris Holdings LLC  
1095 Hwy 210, Sneads Ferry, NC 28460  
Fax: 910.327.0374  
E-mail: byopp@plurisusa.com

9. Entire Agreement. This Agreement constitutes the entire agreement between the parties and all understandings or terms not expressly incorporated herein are null and void. This Agreement may not be modified orally but only by an agreement in writing duly executed by each party.

IN WITNESS WHEREOF, the parties have set their hands and seals to this Agreement,  
all as of the Effective Date.

ATTEST:

COUNTY OF PENDER

\_\_\_\_\_  
Melissa Pederson  
Clerk to the Board

\_\_\_\_\_  
George R. Brown, Chairman  
Pender County Board of Commissioners

(SEAL)

This instrument has been pre-audited in the manner required by the Local Government Budget  
and Fiscal Control Act.

\_\_\_\_\_  
Pender County Finance Director

ATTEST:

PLURIS HAMPSTEAD, LLC

\_\_\_\_\_  
Corporate Secretary



1095 Highway 210, Sneads Ferry, NC 28460

Phone: (888) 758-7471 Fax: (910) 327-0374

Email: [CustomerCare@plurisusa.com](mailto:CustomerCare@plurisusa.com)

Website: [www.plurisusa.com](http://www.plurisusa.com)

Hours: 8:00 a.m. – 5:00 p.m., Monday through Friday; excluding legal holidays

## **CHECKLIST FOR WATER/SEWER SERVICE APPLICATION**

**OWNERS:** Along with the **NEW SERVICE** application, please provide:

- Copy of the Settlement Statement\*\*;
- Valid Government Issued picture identification;
- Management Agreement; **ONLY** if you will have your property managed by a third party.

\*\*In lieu of settlement statement; Deeds (e.g., Foreclosure, Security and Warranty) may be submitted, however, the document **MUST** be recorded by the court.

**TENANTS:** Along with the **NEW SERVICE** application please, provide:

\*Please note that the **OWNER/MANAGEMENT COMPANY** of the property must have an account in order for a tenant to establish service.

- First page of lease, which includes owner/tenant information and dates of lease;
- Signature page of lease, which includes signatures of both parties on lease;
- Valid Government Issued picture identification.

**MANAGEMENT COMPANY:** Along with the **NEW SERVICE** application, please provide:

\*Please note that if the **OWNER** provides a copy of Management Agreement with their application the Management Company will not need to apply.

- Management Agreement, which includes owner information and dates of contract, and signatures of both parties on the agreement.
- Valid Government Issued picture identification of the representative of the company that completes the application.

**REALTORS:** Along with the **NEW SERVICE** application, please provide:

- Listing Agreement **OR** Proof of Assignment; which should have the property address, the realty company name, and the realtor name that is applying for service.
- Valid Government Issued picture identification of realtor.



# PLURIS

1095 Highway 210, Sneads Ferry, NC 28460

Phone: (888) 758-7471 Fax: (910) 327-0374

Email: [CustomerCare@plurisusa.com](mailto:CustomerCare@plurisusa.com)

Hours: 8:00 a.m. – 5:00 p.m., Monday through Friday; excluding legal holidays

## APPLICATION for WATER and/or SEWER SERVICE

<b>For Pluris Use Only</b>	
Utility: _____	Meter ID: _____
Account Number: _____	Closing Date/Beginning Lease Date: _____
Name: _____	
C/O _____	
Date Service to Begin: _____	Tax ID#: _____
<input type="checkbox"/> OWNER <input type="checkbox"/> TENANT <input type="checkbox"/> MANAGEMENT COMPANY	<input type="checkbox"/> REALTOR
Service Address: _____	
<small>(Street Address)</small>	<small>(City, State and Zip code)</small>
Mailing Address: _____	
<small>(If different than Service Address)</small>	<small>(City, State and Zip code)</small>
Telephone Number: _____	Cell Phone Number: _____
Email Address: _____	Date of Birth: _____
Last 4 Digits of Social Security Number: _____	Driver's License/State/ID Number: _____
Previous Address (if same service area): _____	
Leave on at previous address: <input type="checkbox"/> Yes <input type="checkbox"/> No - Please Disconnect on: _____	

In consideration for receiving water and/or sewer service from Pluris, at the above location, I hereby acknowledge responsibility for payment of service billings. Water and/or sewer accounts are billed on a monthly basis, and payment by the indicated date is required to prevent interruption of service. You are responsible for water and/or sewer service until your account is closed. Further, in consideration for having water service initiated/restored at the above address, I agree to ensure that all water service facilities (sink and tub faucets/inside and outside, toilets, etc.) are turned off; or that someone will be on the property to check for leakages. We recommend that you turn off your private cut off valve, if applicable. Once the application is processed, it may take up to 5 business days to restore water service.

\_\_\_\_\_  
(initials) I understand that Pluris is not responsible for water damage to this property or its contents. If the water is off, it may take up to five (5) business days to have service restored.

\_\_\_\_\_  
(initials) I understand that I will be billed for sewer service based on the volume of water I use. By signing this form, I hereby agree to allow Pluris to request my water usage data from Pender County Utilities, and to allow Pender County Utilities to provide water usage data to Pluris for the purpose of calculating my bill for sewer service. I further understand and agree that Pluris shall provide this completed application to Pender County Utilities as evidence of my agreement.

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

APPLICATIONS WILL NOT BE PROCESSED WITHOUT APPROPRIATE DOCUMENTATION- PLEASE REFER TO NEW SERVICE CHECKLIST