

HARNETT REGIONAL WATER

Equal Opportunity Provider and Employer

Water User's Agreement

Form Must be Completed in Full Before Service is Made Available

VALID PHOTO I.D. is Required

Today's Date <u>6-9-2024</u> Set Up Fee All Accounts \$15 Same Day Service: \$50 Date Service Requested <u>Will Call</u>	DEPOSITS (refunded to applicant only)		
		APPROVED CREDIT	DENIED CREDIT
	OWNER WATER	\$0	\$50
	OWNER SEWER	\$0	\$50
	RENTER WATER	\$50	\$100
RENTER SEWER	\$50	\$100	

This agreement is a formal request for Harnett Regional Water (HRW), through normal procedures and in accordance with the HRW Water & Sewer Ordinance and all relevant departmental policies, to provide water and/or sewer service connections at the following location:

Service Address: 402 Black Duck, Lillington NC 28374

Owner ☒ Renter ☐ (PROPERTY OWNER & PHONE NO.) Cates Building Inc. 910-778-7904

Applicant Email Address patty@cavinessandcates.com

APPLICANT		CO-APPLICANT	
NAME (FIRST, LAST) Cates Building Inc.		NAME (FIRST, LAST)	
MAILING ADDRESS: 639 Executive Place Suite 400, Fayetteville, NC 28305			
SOCIAL SECURITY # OR TIN 56-1957436	CONTACT PHONE # 910-778-7904	SOCIAL SECURITY # OR TIN	CONTACT PHONE #
DRIVER'S LICENSE # AND STATE	DATE OF BIRTH	DRIVER'S LICENSE # AND STATE	DATE OF BIRTH
EMPLOYER NAME		EMPLOYER NAME	
EMPLOYER ADDRESS	PHONE #	EMPLOYER ADDRESS	PHONE #
PREVIOUS ADDRESS		PREVIOUS ADDRESS	

I, the undersigned, do agree to abide by all rules, regulations and policies of Harnett Regional Water as outlined in the HRW Water and Sewer Ordinance. Should I fail to make all payments on time when due as stated on the WATER/SEWER bill, the department has the right to disconnect my service without further notice. In order for service to be restored, I will be required to pay ALL DUE amounts plus a \$40 reconnect fee. Any fees resulting from court action to collect on an account will be the responsibility of the customer. All initial and final bills are prorated based on the number of days in the service period. FINAL BILLS with a credit balance of less than \$3.00 will not be refunded. Deposits and/or credit balances are refunded in the applicant's name only. Property owners will be responsible for a monthly bill regardless of whether water and/or sewer is being used, until the property is sold or rented. **HARNETT REGIONAL WATER IS NOT RESPONSIBLE FOR WATER DAMAGE OR LOSS.** Please ensure residence or facility is prepared for water connection. Make sure all valves & faucets are turned off before requesting water service. By signing this application, you are agreeing that you are at least 18 years of age.

Customer Signature 

FOR OFFICE USE ONLY

FEES: Set-Up Fee \$15 ☒ Deposit \$ _____ Same Day \$50 _____ Meter Fee \$325 ☒ Damage \$ _____ Other \$ _____

Account # Transferred From: _____ Date To Turn Off: _____

ACCOUNT #: CID: _____ LID: _____ WATER _____ SEWER _____ CREDIT: APPROVED / DENIED

Turn On: _____ Unlock Only: _____ Read Only: _____ Install: _____ Customer Serv Rep: _____

This Agreement, made and entered into this the 9th day of June, 2025 between Harnett Regional Water (HRW), as operator of the water supply and distribution system indicated above, (hereinafter "County") and Caviness & Cates Building and Development Co. (hereinafter "Owner").

WITNESSETH:

Harnett Regional Water, as operator of the water supply and distribution system indicated above, sells water to citizens and residents of Harnett County. HRW also treats wastewater for its citizens and residents where such treatment facilities are located within Harnett County. The Owner above named desires to purchase water and/or sewer treatment services from the County and further desires to enter into this Agreement with HRW to obtain these services described.

NOW THEREFORE, In consideration of the mutual promises herein set forth, it is agreed by HRW and Owner as follows:

1. The property which is the subject of this Agreement and to which water shall be supplied and/or sewer treatment services provided is described as follows:

2. Owner agrees to pay to HRW the amount of \$825.00 per connection as a tap-on charge, said amount being due upon the execution of this Agreement by Owner.

3. HRW, pursuant to its Rules and Regulations, agrees to provide a water and/or sewer service connection on the above described property and to provide potable water and treatment of said wastewater to the Owner, provided that there is an existing water line capable of providing a connection on said property. **IN THE EVENT HRW DETERMINES THAT THERE IS NO EXISTING WATER AND/OR SEWER LINE CAPABLE OF PROVIDING A WATER SERVICE CONNECTION TO THE PROPERTY DESCRIBED ABOVE, ALL MONIES PAID PURSUANT TO THIS RESIDENTIAL WATER/SEWER USER AGREEMENT WILL BE REFUNDED TO OWNER.**

4. Property owners shall not be required to make a deposit provided they are approved by the On-line Utility Database procedure described in Section 19 (d) of the County Rules and Regulations. If not approved by the above-mentioned procedure, the owner agrees to pay a minimum of Fifty Dollars (\$50.00) as a water deposit (and \$50 as a sewer deposit, if water and sewer tap requested, \$100 total). This deposit will be returned without interest after one year of no penalties as provided by said Rules and Regulations. Said deposit shall be due upon the execution of this Agreement by Owner.

5. Owner grants HRW, its successors and assigns, a perpetual easement in, over, under, and upon the above described land with the right to erect, construct, install, lay and thereafter use, operate, inspect, repair, maintain, replace and remove water and/or sewer lines, meters, meter service facilities and appurtenant facilities thereon, together with the right of ingress and egress over adjacent land for the purposes mentioned above.

6. Owner shall install and maintain at Owner's own expense a 3/4 inch cut-off valve on the Owner's side of the HRW's water meter and a service line which shall begin at the meter and extend to the dwelling or place of use, and such other facilities as may be required by the Inspections Section of the Harnett County Planning and Inspections Department. The service line shall connect with the water system of the County at the nearest place of desired use by the Owner, provided HRW has determined in advance that the county water system is of sufficient capacity to permit the delivery of water at that point.

7. Owner agrees to comply with all requirements, rules and regulations applicable to water users adopted by the Division of Health Services of North Carolina Department of Human Resources. Owner further agrees that upon and after the date a plumbing connection is made between the Owner and HRW, Owners shall allow no cross connection to exist between HRW's system and any pipeline containing a contaminant or any pipeline connected to other present or future sources of water.

8. Owner agrees to pay for water and/or sewer service at such rates, time, and place as shall be determined by HRW and agrees to the penalties for non-compliance with the above, as set out in HRW's Rules and Regulations.

9. HRW shall install a water and/or sewer service connection for the Owner, and Owner user charges shall commence when the water meter is requested by the owner and installed by HRW. Consumers shall be responsible for paying the minimum monthly water and/or sewer bill whether or not water and/or sewer is actually used as long as the service is not turned off by request of the consumer.

6/27/2023

9A. THIS PARAGRAPH APPLIES ONLY TO AGREEMENTS FOR RETROFITTED SPRINKLER CONNECTIONS.

No monthly minimum charge will be made to Owner except during those months when the connection has been used. The Bill rendered will be for gallons used, but in no event less than the applicable minimum bill. A separate bill will be provided for the connection and the same schedule of rates applicable in the service District shall apply to it. No sewer charges will be made to Owner for water used through the connection. The Retrofitted Sprinkler Connection shall not be connected to any plumbing or other pipeline where residential water there from is required to be discharged into the public sewer system.

10. Owner agrees to abide by the Rules and Regulations of HRW as from time to time promulgated by the Harnett County Board of Commissioners, and further agrees to abide by such other HRW ordinances, rules and regulations with respect to water and/or sewer service connections, as are adopted by the Harnett County Board of Commissioners. Additionally, Owner agrees to obtain the necessary inspections and permits related to water and/or sewer service connections as required by the Building Inspections Division of the Harnett County Development Services.

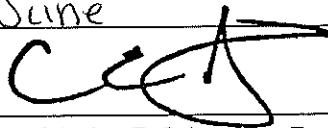
11. HRW shall purchase and install a cutoff valve and water meter for each service. HRW shall own said meter and shall have the exclusive right to use it.

12. Owner agrees that there shall be one water and/or sewer connection for each building or structure requiring connections on the above described property. A tap-on charge shall be due for each such connection.

13. HRW shall have final jurisdiction on any question of location of any service line connection to its distribution system; shall determine the allocation of water to Owner in the event of a water shortage and may shut off water to Owner if Owner allows a connection or extension to be made to Owner's service for the purpose of supplying water and/or sewer service to another user.

14. In the event User transfers title or agrees to transfer title to the above described property, before or after such connection, User agrees that this agreement shall run with the property title thereto and agrees to advise the new owner with respect hereto and furnish new owner a copy thereof.

Signed by Owner this 9th day of June, 2025


Owner Christopher E. Cates - Vice President

Owner _____

Witness _____

Signed by County this _____ day of _____, 20____.

HARNETT REGIONAL WATER

BY: _____
Steve Ward, Director

WHEN RETURNING THIS AGREEMENT BY MAIL PLEASE SEND TO:

Harnett Regional Water
Post Office Box 1119
Lillington, NC 27546

6/27/2023