

**Cumberland County Public Utilities Division**  
*Cumberland County is an equal opportunity provider and employer*

**Owner Sewer User Agreement**

The undersigned property owner(s) (please print legibly), \_\_\_\_\_ warrant that they are the owner(s) of the property described below. Owner(s) agrees to identify to the County, upon the signing of this Contract, any other co-owner(s) of the property. The property owner(s) hereby request that sewer service be provided to the property described as follows:

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(Property's Physical Address – No Post Office Boxes) (Please Print)

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(Owners' Mailing Address – if different from above) (Please Print)

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<b>Owner</b>	<b>Co-Owner</b>
Name (First, Last)	Name (First, Last)
Social Security #	Social Security #
Phone #	Phone #
Date of Birth	Date of Birth
Email Address	Email Address
Employer Name	Employer Name
Employer Address	Employer Address
Employer Phone #	Employer Phone#

I understand and agree that upon submittal of this form; I will be responsible for paying all applicable fees associated with connecting to the sewer system if I choose to do so. I understand that there will be a minimum monthly availability fee if I choose to not connect and use the sewer system, per the requirements of the Water and Sewer District Ordinance of the Public Utilities Division. The fee shall be in the amount established in the Sanitary Sewer Rate Schedule and is subject to change.

Owner(s) understands that they are personally liable for the proper payment of the said availability fee, regardless of occupancy of the property. All collection actions taken by the County to retrieve monies for the property will be against the owner(s). Owner(s) further understands that if the

property account becomes delinquent in sewer usage fees, resulting in disconnection of service, the owner(s) may be liable for the installation of an elder valve.

Owner(s) understands that once a residence has been connected to the sewer system it cannot be reconnected to a septic system. Owner(s) may choose to terminate service by contacting the County for disconnection. If an elder valve is not installed at the property, the owner will be responsible for the installation cost. If a residence is disconnected from the sewer system, it renders the residence uninhabitable, and notice will be given to the Cumberland County Health Department of these conditions.

Owner(s) grants the County, 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 sewer lines, and appurtenant facilities thereon; as well as the right of ingress and egress over adjacent land for the purposes mentioned above.

Owner(s) agrees that the service line and appurtenances shall be constructed in accordance with the Water and Sewer District Ordinance of the Public Utilities Division and local plumbing codes. It shall be the customer's responsibility to maintain the service line and appurtenances in good operating condition, i.e., clear of obstruction, defects, or blockage. If the utility can provide evidence of excessive infiltration or inflow and/or failure to provide proper pretreatments, the utility may require the customer to repair the line, eliminate the infiltration or inflow or take such actions necessary to correct the problem. If the customer fails to correct the problem within a reasonable time, the utility may disconnect service after proper notice. The utility may charge for all labor, material, equipment, and other costs necessary to repair or replace all equipment causing the infiltration or inflow.

Owner(s) understands that all the following shall be prohibited: The disposal into the utility's sewer collection system of bulk quantities of food and/or food scraps, not previously processed by a grinder or similar garbage disposal unit, grease and oils, except as incidental waster in process or wash water, used in or resulting from food preparation by sewer utility customers engaged in the preparation and/or processing of food other than domestic consumption for sale to the public. Specifically included in this prohibition are grease and oils from grease traps to other grease and/or storage containers.

Owner(s) understands that the collection and disposal of storm waters or run off waters may not be diverted into or drained into the utility's collection system. No grease, oil, solvent, paint or other toxic chemical compound may be diverted into or drained into the utility's collection system.

Owner(s) understands the utility may charge for all labor, material, equipment, and other costs necessary to repair or replace all equipment damaged due to service diversion or the discharge of waste that the system cannot properly treat.

Owner(s) agrees to pay the minimum deposit amount as established in the Sanitary Sewer Rate Schedule. This deposit may be returned upon discontinuance of service without interest as provided by said Water and Sewer District Ordinance of the Public Utilities Division. The deposit shall be due upon the execution of this Agreement by Owner.

Owner(s) agrees to abide by the Water and Sewer District Ordinance of the Public Utilities Division as approved by the Cumberland County Board of Commissioners, and further agrees to abide by such other Cumberland County ordinances, rules, and regulations, etc. with respect to sewer service connections, as are adopted by the Cumberland County Board of Commissioners.

Additionally, Owner(s) agrees to obtain the necessary inspections and permits related to sewer service connections as required by the Cumberland County Inspections Department.

Owner(s) agrees to take no action to create a health hazard or otherwise threaten or endanger utility's sewer system, its personnel and/or its customers. Owner(s) agrees to put no unsafe, non-domestic service demands on utility's system without notice to and permissions from utility. I understand that any action by others or me under my control in violation of this paragraph may result in the termination of my utility service without notice.

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

**I understand that executing the Sewer User Agreement is a binding contract, and that I will be billed monthly, even if I am not connected and have no sewer usage. I guarantee prompt payment of all utility bills for the service address printed above. I agree to remain responsible for utility bills for this service address from the date service is started until the day service is terminated at my request. I agree to be fully liable for all amounts due, including attorney's fees and all other cost of collections. The County reserves the right to terminate services in the event of non-payment.**

Signed by Owner(s) this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Owner

\_\_\_\_\_  
Co-Owner

\_\_\_\_\_  
Witness

Signed by County this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Cumberland County Public Utilities Division

BY: \_\_\_\_\_  
Public Utilities Agent

**Return this Agreement to:  
Cumberland County Public Utilities  
130 Gillespie Street, Room 214  
Fayetteville, NC 28301**

**FOR OFFICE USE ONLY – DO NOT WRITE BELOW THIS LINE!**

Customer Information Verified: Yes _____ No _____
If No, Specify Reason: _____
Verified By: _____ Date: _____
Additional Notes: