No. COA25-416 TENTH JUDICIAL DISTRICT

NORTH CAROLINA COURT OF APPEALS

****

WARDSON CONSTRUCTION, INC., and HOMEQUEST BUILDERS, INC.,

Plaintiffs-Appellees,

v.

CITY OF RALEIGH,

Defendant-Appellant.

From Wake County

****

DEFENDANT-APPELLANT'S BRIEF

****

INDEX

TABLE OF CASES AND AUTHORITIES

Cases:

Statutes:

Other Authorities:

No. COA25-416 TENTH JUDICIAL DISTRICT

NORTH CAROLINA COURT OF APPEALS

****

WARDSON CONSTRUCTION, INC., and HOMEQUEST BUILDERS, INC.,

Plaintiffs-Appellees,

v.

CITY OF RALEIGH,

Defendant-Appellant.

From Wake County

****

DEFENDANT-APPELLANT'S BRIEF

****

The City of Raleigh, our State's capital, is unique in many respects. As relevant here, Raleigh's Charter specifically authorizes the City to charge fees for the operation and enlargement of its water and sewer systems. In accordance with its Charter, Raleigh has enacted ordinances that assess fees whenever a new development connects to Raleigh's water and sewer systems for the first time. Unlike some other municipalities, Raleigh uses these fees to pay for existing infrastructure and debts that have already been incurred.

This appeal involves a challenge to Capital Facilities Fees (or "CFFs") that Raleigh charged to new users for connecting their property to Raleigh's water and sewer systems. In spite of the plain language of the Charter and the ordinances, the trial court below held that Raleigh could not charge those

fees. In doing so, the trial court awarded two home builders a multi-million-dollar class action judgment—apparently based on those builders' assumption that Raleigh is the same as *other* municipalities with *different* charters and ordinances. The controlling law and undisputed facts, however, establish that is not so. The trial court's ruling should be reversed.

ISSUES PRESENTED

1. The City of Raleigh has a unique Charter that allows it to charge fees for the operation, enlargement, and extension of its water and sewer systems. Did the trial court err in disregarding the plain language of the Charter?
2. Raleigh's ordinances charge fees to those connecting to the water and sewer systems, and those fees are used to pay for existing infrastructure and debt. Did the trial court err in concluding that the fees are instead used for services to be furnished in the future?
3. To the extent there was conflicting evidence, did the trial court err in granting summary judgment to the plaintiffs?
4. A North Carolina statute requires a plaintiff challenging a municipal ordinance to identify the ordinance with particularity. Did the trial court err in awarding summary judgment to the plaintiffs based on an ordinance that was not mentioned in the complaint?

STATEMENT OF THE CASE

In conjunction with obtaining utility permits, the two plaintiffs in this case ("the Developers") paid approximately $18,000 in fees to connect six new homes to Raleigh's water and sewer systems. (R pp 20-21, 137-53).

In 2019, the Developers sought a refund of those fees by suing Raleigh and challenging Raleigh's fee ordinances.[1] (R pp 3-28). Despite the plain language of Raleigh's Charter and the ordinances at issue, the trial court denied Raleigh's motions to dismiss and for judgment on the pleadings. (R pp 223, 239-40).

Following discovery, Raleigh moved for summary judgment, and the Developers then filed a cross-motion.[2] (R pp 275-76, 278-80).

On 16 September 2024, the Honorable G. Bryan Collins, Jr. granted the Developers' cross-motion for summary judgment, certified a class of those who had paid CFFs to Raleigh from 2016 to 2018, and entered judgment against Raleigh for $16.4 million plus interest. (R pp 320-30).

---

[1] The Developers originally asserted an additional claim under the North Carolina Constitution, but when it came time for summary judgment they voluntarily dismissed that claim. (R pp 306-07).

[2] The Developers initially objected to Raleigh's motion for summary judgment being heard at all, but they later withdrew that objection. (R pp 283-88, 309-11).

Raleigh appealed the judgment to this Court.[3] (R p 340).

STATEMENT OF THE GROUNDS FOR APPELLATE REVIEW

The trial court's Order and Judgment constitutes a final judgment that is appealable to this Court pursuant to N.C. Gen. Stat. § 7A-27(b)(1).

STATEMENT OF FACTS

A. The City of Raleigh's Unique Charter

In 1949, the General Assembly rewrote The Charter of the City of Raleigh. (Doc.Ex.(I) 2). Among other things, that Charter permits Raleigh to require property owners to connect to Raleigh's water and sewer systems. (Doc.Ex.(I) 3). In addition, the Charter authorizes Raleigh "to fix and prescribe . . . rates and charges" for water and sewer service "in the discretion of the city council." (Doc.Ex.(I) 3). The General Assembly decreed that Raleigh "shall fix and prescribe such rates and charges as will provide annually for the payment of the annual debt service requirements" for the water and sewer systems as well as "repairs, maintenance, enlargement, extension, and operation of any such system or systems." (Doc.Ex.(I) 3).

[3] Raleigh has separately appealed the trial court's class certification order to the Supreme Court pursuant to N.C. Gen. Stat. § 7A-27(a)(4). (R p 343). That appeal is pending at docket number 115A25.

B. Raleigh's Capital Facilities Fees Ordinances

When constructing a new single-family home, builders must obtain various permits and approvals from the local government. (Doc.Ex.(I) 3062). These permits allow the homes to have things like water and sewer service. (Doc.Ex.(I) 3106-07).

In connection with the permits, local governments may also charge fees, such as system development fees, to cover the costs of the system's infrastructure. (Doc.Ex.(I) 3062). Those fees are usually paid at the beginning of the project, before construction begins. (Doc.Ex.(I) 3082). The fees are a direct cost of the project. (Doc.Ex.(I) 3119). There are several generally accepted methods to calculate such fees. (Doc.Ex.(I) 2547).

Raleigh charges CFFs pursuant to ordinances, and the time period relevant to this case involves three such ordinances.

Under the First Ordinance (No. 2013-179, in effect from 2013 through 29 September 2017), Raleigh charged CFFs "for connecting with the water system" and "for connecting with the sewer system," the amount being calculated "based on the water meter size for the property served by the connection." (Doc.Ex.(I) 5). The fees were largely based on the "buy-in" method, by which fees are calculated based on existing infrastructure which has already been paid for. (Doc.Ex.(I) 2548, 2549, 2657). The CFFs were not used for the future expansion of the water and sewer systems or for future

discretionary spending; they were paid to reimburse Raleigh's previous investment in the existing systems. (Doc.Ex.(I) 2548). This buy-in method is usually used when there is existing plant capacity to serve new customers. (Doc.Ex.(I) 2547). A small portion of the fees under the First Ordinance was based on the marginal incremental approach, which calculates fees based primarily on the cost of adding facilities to serve new customers. (Doc.Ex.(I) 2548, 2549).

The Second Ordinance (No. 2017-735, in effect from 30 September 2017 through 30 June 2018) separated the water fees and the sewer fees into different ordinance sections, but they were still fees "for connecting with" the water and sewer systems and were based on the water meter size. (Doc.Ex.(I) 9-10). The Second Ordinance used only the buy-in method to establish fees—meaning it did not consider future spending or expansion in the calculation at all. (Doc.Ex.(I) 2552). The fees "were purposefully calculated in a way to reimburse for existing infrastructure—not future expansion." (Doc.Ex.(I) 2553). In other words, Raleigh's CFFs under the Second Ordinance "were not calculated in a manner that would allow the City to cover costs for expanding the system," but instead used a formula by which "new users pay fees to reimburse for the City's *previous* investment in the *current* systems' infrastructure." (Doc.Ex.(I) 2553). The fees "did not consider future spending or expansion in the calculation but were based only on funds for

contemporaneous service, to repay the City for investment in the current systems, and to maintain and improve the current systems to continue the level of existing service." (Doc.Ex.(I) 2552-53). Under the Second Ordinance, all new users paid their share of the cost of the existing available infrastructure in order to receive contemporaneous use of the water and sewer systems. (Doc.Ex.(I) 2554).

In their Complaint, the Developers challenged certain CFFs assessed under the First Ordinance. (R p 12). The Complaint did not mention the Second Ordinance at all, and it does not appear the Developers were aware of its existence at the time the Complaint was filed. (*See* R pp 3-28).

Raleigh's Third Ordinance (No. 2018-835) increased the amount of CFFs but maintained the same operative language. (Doc.Ex.(I) 13-14). Neither of the Developers paid any fees under the Third Ordinance, and the Third Ordinance is not at issue in this appeal.

C. Raleigh's Income and Expenditures for Its Water and Sewer Systems

The Developers paid CFFs pursuant to the First Ordinance totaling $18,354. (Doc.Ex.(I) 2549).

Of course, the Developers were not the only ones who paid such fees. For example, Pro Construction, Inc. was engaged to build a new fire station on property owned by Raleigh. (Doc.Ex.(I) 2953). Pro Construction paid $36,403

in CFFs. (Doc.Ex.(I) 2954). Raleigh reimbursed Pro Construction for those fees—meaning the cost of those fees was passed along to Raleigh as the property and project owner. (Doc.Ex.(I) 2955). This type of reimbursement is common for single-family homes as well. (Doc.Ex.(I) 3062).

The Developers' CFFs, as with similar fees paid to the City during this time period, were deposited into a single Raleigh Public Utilities Department account known as Fund 310. (Doc.Ex.(I) 2549). The CFFs were only a small percentage of that account, which included revenue from additional sources such as volumetric charges for water services, meter installation fees, and tap fees. (Doc.Ex.(I) 2550). No individual payment in the account was earmarked as being from any particular source or designated to pay any particular expense. (Doc.Ex.(I) 2550). In other words, after being deposited into Fund 310, the CFFs could not be distinguished from any other money in the account. The account was used to fund numerous operating costs of Raleigh's water and sewer systems, including personnel costs, payment of outstanding debts, capital improvements, and rehabilitation projects. (Doc.Ex.(I) 2550, 2551).

During the relevant time period under the First Ordinance, approximately $386 million was deposited into Fund 310. (Doc.Ex.(I) 2550, 2596). Only 3% of that amount (approximately $11.7 million) came from CFFs. (Doc.Ex.(I) 2550-51, 2596). Total expenditures from the account exceeded $354

million, of which more than $331 million was for contemporaneous service. (Doc.Ex.(I) 2550, 2551-52, 2596).

The Developers could not identify any particular purpose for which *their* CFFs were used. (Doc.Ex.(I) 2551). Those fees were not specifically directed to future expansion of the water and sewer systems or reserved as part of any unspent amount to be carried over. (Doc.Ex.(I) 2552).

While the Second Ordinance was in effect, the Developers paid $6,118 in CFFs. (Doc.Ex.(I) 2555). These fees were deposited into separate water and sewer accounts. (Doc.Ex.(I) 2555). As with fees under the First Ordinance, these fees were not directed to enlargement of the systems or reserved as part of any unspent amount. (Doc.Ex.(I) 2555).

While the Second Ordinance was in effect, Raleigh spent nearly $194 million on expenses related to the water and sewer systems, approximately $180 million of which was for contemporaneous service. (Doc.Ex.(I) 2555, 2656).

ARGUMENT

I. STANDARD OF REVIEW.

Summary judgment decisions are reviewed de novo. *JVC Enters., LLC v. City of Concord*, 376 N.C. 782, 785, 855 S.E.2d 158, 160 (2021). Similarly, issues of statutory interpretation are reviewed de novo. *Id.* at 785, 855 S.E.2d at 161.

II. AS A LEGAL MATTER, RALEIGH HAD AUTHORITY UNDER ITS CHARTER TO IMPOSE FEES RELATED TO RALEIGH'S WATER AND SEWER SYSTEMS.

The Developers' entire theory in the Complaint was based on the premise that Raleigh did not have statutory authority to charge fees for services "to be furnished" in the future. But this premise was fundamentally flawed, because Raleigh received express authority from the General Assembly to establish fees and charges to connect to Raleigh's water and sewer systems, including the power to charge fees to be used for the "enlargement" and "extension" of those systems.

To be sure, the Developers are correct that without express authority, local governments are limited in their ability to charge fees now for services to be provided later.[4] *See, e.g.*, *Quality Built Homes Inc. v. Town of Carthage*, 369 N.C. 15, 789 S.E.2d 454 (2016) (holding that a statute allowing fees for services "furnished by any public enterprise" did not include the ability to charge for prospective services); *Kidd Constr. Grp., LLC v. Greenville Utils. Comm'n*, 271 N.C. App. 392, 845 S.E.2d 797 (2020) (holding that a charter provision permitting charges for "services rendered" did not include the ability to charge for future services).

[4] As discussed below, the General Assembly has broadened local governments' ability to charge water and sewer system development fees. 2017 N.C. Sess. Laws 138 (applying to fees imposed on or after 1 October 2017).

However, that general principle does not control when the legislature has specifically allowed for such fees to be charged. For example, Harnett County operates a water and sewer district that provides services to those in the County. *McNeill v. Harnett Cnty.*, 327 N.C. 552, 398 S.E.2d 475 (1990). In 1990, our Supreme Court held that the County had the authority to charge fees to connect to that system. *Id.* at 559-60, 398 S.E.2d at 479. That authority was based on the legislature's grant of powers to water and sewer districts, including the power to "collect rates, fees or other charges and penalties for the use of or the services furnished or to be furnished" by such a system. *Id.* at 558-59, 398 S.E.2d at 478 (quoting N.C. Gen. Stat. § 162A-88). In upholding the imposition of fees, the Supreme Court specifically rejected the developers' argument that fees could not be charged "to customers for whom no service was then existing." *Id.* at 569, 398 S.E.2d at 484-85. To the contrary, the water and sewer district could "charge user fees even before the project was built, effectively financing the local share of the project costs." *Id.* at 569, 398 S.E.2d at 485. In other words, "fees for services 'to be furnished' is *not* limited to the financing of maintenance and improvements of *existing* customers." *Id.* at 570, 398 S.E.2d at 485.

More recently, this Court affirmed that local governments can charge such fees when authorized. *Anderson Creek Partners, L.P. v. Cnty. of Harnett*, 275 N.C. App. 423, 854 S.E.2d 1 (2020), *rev'd on other grounds by* 382 N.C. 1,

876 S.E.2d 476 (2022).[5] In *Anderson Creek*, developers sought a refund of fees paid "for water and sewer services 'to be furnished' to their future real estate developments." *Id.* at 424, 854 S.E.2d at 3. The Court held that the County had authority to collect prospective fees because of an interlocal agreement with water and sewer districts. *Id.* at 430, 854 S.E.2d at 6. Because those districts had authority to assess fees for services to be furnished, the County derivatively had that authority as well. *Id.* at 435-36, 854 S.E.2d at 9-10; *see also Adams Homes AEC, LLC v. Stanly Cnty.*, --- N.C. App. ---, --- S.E.2d ---, 2025 WL 1449529 (2025) (affirming summary judgment for a county's assessment of system development fees based on legislative authorization).

The same authority can be given by a local government's charter. For example, in *JVC Enterprises* the Supreme Court held that the City of Concord had "the authority to collect water and sewer fees for services 'to be furnished.'" 376 N.C. at 785, 855 S.E.2d at 161. Because the legislature gave the City the authority to collect such fees, summary judgment was properly entered in the City's favor. *Id.* at 788, 855 S.E.2d at 162.

---

[5] In *Anderson Creek*, the Supreme Court only accepted review of (and its opinion only addressed) a separate issue regarding a claim under the unconstitutional conditions doctrine. Order, *Anderson Creek Partners, L.P. v. Cnty. of Harnett*, No. 62P21 (Aug. 10, 2021). The Supreme Court *denied* review as to other issues. Thus, this Court's analysis and holding regarding the authority to charge fees is still good law.

Notably, a charter need not have any magic words to effectuate its intent. For example, the Supreme Court held that a local act amending a city charter was sufficient to transfer powers and duties from a board of light and water commissioners to the City—even though the act did not use the word "transfer." *Id.* at 786, 855 S.E.2d at 161

Here, like in *JVC Enterprises*, Raleigh has such separate authority. In 1949, the General Assembly rewrote "The Charter of the City of Raleigh." 1949 N.C. Sess. Laws 1442; (Doc.Ex.(1) 2). Among other provisions, the Charter gives Raleigh the power to require property owners within Raleigh's borders to connect to Raleigh's water and sewer systems. 1949 N.C. Sess. Laws 1498; (Doc.Ex.(1) 3). Raleigh is also "authorized to fix and prescribe" charges for water and sewer service "and for connections with any water or sewer line forming a part of or connected with the water or sewerage system of the city." 1949 N.C. Sess. Laws 1498; (Doc.Ex.(1) 3). The General Assembly specifically recognized that these systems would continue to grow as Raleigh's population increased. Thus, it directed Raleigh to:

> fix and prescribe such rates and charges as will provide annually for the payment of the annual debt service requirements on existing bonded debt for such waterworks system, sewerage system and lighting system, and repairs, maintenance, enlargement, extension, and operation of any such system or systems.

1949 N.C. Sess. Laws 1498; (Doc.Ex.(1) 3). Given the wide range of permitted uses for the charges, the General Assembly evinced its intent to give Raleigh the broadest authority to use water and sewer funds for all aspects of constructing and maintaining the systems and to provide water and sewer service to its customers.

This legislative directive—to fix charges for the "operation," "enlargement," and "extension" of the water and sewer systems—must be given effect. "It is always presumed that the legislature acted with care and deliberation" in choosing its words. *Batts v. N.C. Dep't of Transp.*, 160 N.C. App. 554, 557, 586 S.E.2d 550, 553 (2003). By the Charter's plain language, the General Assembly gave Raleigh the power to assess CFFs for the operation, enlargement, and extension of the water and sewer systems. This language directly contradicted the Developers' theory of the case:

Plaintiffs' Complaint ¶ 60 (emphasis added)	**Raleigh City Charter (emphasis added)**
"At the times it charged Plaintiffs and Class Members Capital Facilities Fees, Raleigh had no . . . charter provision, or other legal authority, that sets out any authorization by the General Assembly to charge . . . for future *expansion of its water systems and sewer systems*[.]"	"The City Council shall fix and prescribe such rates and *charges* as will provide annually *for* . . . *enlargement* [and] *extension* . . . *of any [water and sewer] system or systems.*"

Summary judgment should have been granted in Raleigh's favor. Yet, the trial court granted summary judgment to the Developers—impliedly holding that Raleigh did *not* have the authority. This inexplicable ruling should be reversed.

Although the trial court did not explain its rationale, the only substantive argument the Developers proffered was that the Charter should have also included specific authorization to charge fees for services "to be furnished" in the future. But why would the legislature in 1949 have used language that was not included in the statute or analyzed in the case law until many years in the future? (Doc.Ex.(I) 17-19), *see also Town of Spring Hope v. Bissette*, 305 N.C. 248, 287 S.E.2d 851 (1982) (analyzing the "to be furnished" phrase). As *JVC Enterprises* teaches, no magic words are required. The General Assembly gave Raleigh the authority to charge fees for the operation, *enlargement,* and *extension* of the water and sewer systems—and that was enough.

The language of Raleigh's Charter is clear and unambiguous. The trial court's summary judgment ruling should be reversed.

But if there were any doubt about the meaning of the Charter, it should be resolved in Raleigh's favor. The legislature has specifically decreed that "city charters shall be broadly construed and grants of power shall be construed to include any additional and supplementary powers that are reasonably

necessary or expedient to carry them into execution and effect." N.C. Gen. Stat. § 160A-4 [App. 3]. Thus, to the extent there is any ambiguity in the Charter, it should be construed to include the power to charge the fees at issue here. *See also Adams Homes*, 2025 WL 1449529 (explaining that if a fee ordinance's terms are ambiguous, a court will defer to the local government's interpretation).

The Developers did not argue that the fees were *unreasonable*, just that they were unauthorized. Because Raleigh had the authority to impose the fees, the trial court erred in granting summary judgment to the Developers.

Further, such a system of fees makes sense given how local governments work. Fees are expected with most types of government services. And there is "no meaningful legal distinction between a mandated connection [to a water and sewer system] and mandated charges and fees for that connection. The latter naturally follow the former." *McNeill*, 372 N.C. at 566, 398 S.E.2d at 483; *see also Homebuilders Ass'n of Charlotte v. City of Charlotte*, 336 N.C. 37, 42, 442 S.E.2d 45, 49 (1994) (reiterating the "generally accepted rule" that "the municipal power to regulate an activity implies the power to impose a fee in an amount sufficient to cover the cost of regulation").

Although the decision was issued prior to the Charter, the Supreme Court even recognized such authority *for the City of Raleigh* back in 1949. *Atl. Constr. Co. v. City of Raleigh*, 230 N.C. 365, 53 S.E.2d 165 (1949). There, a

developer challenged water and sewer connection fees charged by Raleigh. The Supreme Court held that Raleigh "is free to require such sewer connection charges to consumers of water . . . as it may deem just and reasonable." *Id.* at 368, 53 S.E.2d at 167. The Court's rationale was simple: since a city has the option to furnish a water and sewer system, "it may fix the terms upon which the service may be rendered and its facilities used." *Id.* at 368-69, 53 S.E.2d at 168. Among other terms, "the rates and fees that may be charged to such residents in connection with the use of its public utilities, are matters that may be determined by its governing body in its sound discretion." *Id.* at 369, 53 S.E.2d at 169.

Raleigh's Charter, which came into effect shortly after the *Atlantic Construction* decision, made that authority explicit. Reading the plain words of the Charter, and broadly construing its terms as required, the General Assembly made clear its intent to delegate the power to charge fees related to Raleigh's water and sewer systems. And, the First Ordinance and the Second Ordinance were indisputably within this delegated authority. Summary judgment should have been granted in Raleigh's favor.

III. AS A FACTUAL MATTER, THE FEES PAID BY THE DEVELOPERS WERE NOT ESTABLISHEED OR USED FOR FUTURE SERVICES.

Separate and apart from the Charter authorization, the Developers' theory failed for a second fundamental reason: the fees at issue were not

charged for services "to be furnished." Below, the Developers relied on N.C. Gen. Stat. § 160A-314 [App. 6], which until 2017 only allowed municipalities to "establish" fees "for the use of or the services furnished by any public enterprise," and not for services to be furnished in the future.[6] The Developers *assumed* that Raleigh's CFFs were used for future services—but the undisputed record evidence shows otherwise. This is an independent reason that the trial court erred in granting summary judgment to the Developers.

Local governments have long had the authority to recover the cost of *existing* capital infrastructure needed to provide ongoing water and sewer service. *See, e.g.*, *Bissette*, 305 N.C. at 251-52, 287 S.E.2d at 853 (holding that fees used to fund a new wastewater treatment plant to allow the continuation of existing service were properly assessed). In *Bissette*, the appellant "was charged for sewer service, a service he received during the period for which he was billed" and then refused to pay. *Id.* at 251, 287 S.E.2d at 853. But even though the Town built a new wastewater treatment plant, "the customers received nothing they had not theretofore received," and the increased fees "did

[6] In 2017, the General Assembly enacted House Bill 436, which gave all municipalities the authority to charge fees "for the use of or the services furnished or to be furnished by any public enterprise." This language has now been codified in section 160A-314(a). *See also Anderson Creek*, 382 N.C. at 7 n.4, 876 S.E.2d at 482 n.4 (explaining that the legislative amendment was designed "to permit cities and counties to establish prospective fees like those at issue here").

not reflect any services yet to be furnished." *Id.* at 251-52, 287 S.E.2d at 853. In other words, the fees "represented the cost of a necessary improvement to the already existing sewer system without which the Town could not continue to provide sewer service." *Id.* at 252, 287 S.E.2d at 853. The Town was not required "to wait until the plant began operations" to charge fees. *Id.* at 252, 287 S.E.2d at 854. The Supreme Court upheld the imposition of such fees.

Similarly, a federal district court reached the same conclusion and held that nothing restricted a town's ability "to impose fees for the use of the services as a method of raising money for capital expansion or requiring that a town only increase rates for the services furnished to fund such improvements." *S. Shell Inv. v. Town of Wrightsville Beach*, 703 F. Supp. 1192, 1206 (E.D.N.C. 1988), *aff'd*, No. 89-2018, 1990 WL 41050 (4th Cir. Apr. 2, 1990). That type of fee can be contrasted with fees that are charged for future, discretionary spending—which, under pre-2017 law, were unlawful without specific authorization. *Quality Built Homes*, 369 N.C. at 20, 789 S.E.2d at 458.

Here, like in *Bissette* and *South Shell Investment*, the record establishes that Raleigh's challenged fees were charged for contemporaneous use. By their plain language, the First Ordinance and the Second Ordinance established fees for "connecting" to the water and sewer systems. (Doc.Ex.(I) 5, 9-10). Nothing in the text suggests that the fees were for future use. *Cf. Quality Built Homes*, 369 N.C. at 16, 789 S.E.2d at 455 ("Upon approval of a subdivision of real

property, the ordinances trigger immediate charges for future water and sewer system expansion, regardless of whether the landowner ever connects to the system or whether [the town] ever expands the system."); *Kidd Constr. Grp.*, 271 N.C. App. at 395, 845 S.E.2d at 798-99 (The city's fees were "collected in an effort to recover a proportional share of the cost of capital facilities construed to provide service capacity for new developer or new customers connecting to the water/sewer system.") (internal quotation omitted). In the words of section 160A-314(a) [App. 6], Raleigh chose to "establish" fees "for the use of or the services furnished by" the water and sewer systems—rather than for future expansion. *See Establish*, Merriam-Webster's Dictionary (defining "establish" as meaning "to institute (something, such as a law) permanently by enactment or agreement"), *available at* https://www.merriam-webster.com/dictionary/establish; *Sec. Mills of Asheville, Inc. v. Wachovia Bank & Tr. Co.,* 281 N.C. 525, 529-30, 189 S.E.2d 266, 269-70 (1972) (using Webster's Dictionary to analyze the meaning of the word "establish").

Even more important, the undisputed testimony from the Fiscal Manager for Raleigh's Department of Public Utilities, Stephen Balmer, confirmed that the CFFs were calculated pursuant to the "buy-in" method, under which new users reimburse Raleigh for its previous investment in the

current systems' infrastructure.[7] (Doc.Ex.(I) 2547-49, 2552-54, 2657). The fees were calculated to pay for the existing systems, not future expansion. (Doc.Ex.(I) 2553). No other case has had such evidence—which is a meaningful distinction from municipalities that charged fees for *future* expansion of their systems. *See True Homes, LLC v. City of Greensboro*, 292 N.C. App. 361, 898 S.E.2d 52 (2024) (holding that fees were invalid when they were designed to help a city "recover the costs associated with expanding the city's water and sewer system to accommodate new development"), *discretionary review denied*, 901 S.E.2d 792 (N.C. 2024). Whatever the record showed in other cases brought against other municipalities, the record in this case shows that Raleigh's CFFs were spent on existing infrastructure, not carried over for future discretionary spending. Indeed, the amounts that Raleigh spent on contemporaneous use far exceeded the amounts of CFFs received during the relevant time periods.

Thus, Raleigh lawfully charged the challenged fees *regardless* of the Charter's grant of authority to charge fees for the enlargement and expansion of the water and sewer systems. Raleigh's CFFs – by design and application – have no relation to future system expansion or future discretionary spending.

---

[7] The Developers were informed in discovery that Mr. Balmer was the Raleigh employee with the most knowledge about Raleigh's CFFs; however, he was never deposed. His affidavit testimony is unrefuted. (*See* Doc.Ex.(I) 327-28, 531).

Nor was there anything untoward in structuring the fees in this way. According to the Supreme Court, local governments can recoup the cost of governmental functions "by requiring that those who desire a particular service bear some of the costs associated with the provision of that service." *Homebuilders Ass'n*, 336 N.C. at 45, 442 S.E.2d at 51. That is what Raleigh did here.

Moreover, the Developers (and apparently the trial court) got the burden backwards. The Developers assumed that if they challenged an ordinance, then the burden was on Raleigh to justify the fees. That is not how it works. Rather, as this Court has explained, "municipal ordinances are presumed to be valid." *State v. Maynard*, 195 N.C. App. 757, 759, 673 S.E.2d 877, 879 (2009). A court "does not analyze the wisdom of a legislative enactment." *Id.; see also State v. Stallings*, 230 N.C. 252, 254, 52 S.E.2d 901, 903 (1949) (explaining that when "an ordinance is adopted, it is presumed to be valid; and, the courts will not declare it invalid unless it is clearly shown to be so"). As the parties seeking to challenge Raleigh's ordinances, the burden was on the *Developers* to show that Raleigh's fees were improper. *City of Raleigh v. Morand*, 247 N.C. 363, 368, 100 S.E.2d 870, 874 (1957). This they failed to do. Accordingly, the trial court erred in granting summary judgment in their favor.

Indeed, the Developers did not even attempt to meet their burden of showing that the CFFs were used for future discretionary spending. Nor could

they. They have no evidence to controvert Mr. Balmer's testimony that the challenged fees collected by Raleigh were placed into funds with other fees. The Developers did not—and could not—track the funding to show that the fees were used for allegedly improper purposes. They could not have met their burden. The trial court erred in granting judgment in their favor.

IV. AT THE VERY LEAST, THERE WAS A GENUINE DISPUTE OF MATERIAL FACT.

Again, all of the evidence in the record is that the fees charged by Raleigh were not "impact" fees for services "to be furnished" in the future. Given the undisputed evidence, it is unclear how the trial court could have granted judgment as a matter of law to the Developers.

Nevertheless, even if the Developers had presented evidence to the contrary, that would not have been a basis to grant them summary judgment. Summary judgment can only be granted when "there is no genuine issue as to any material fact." N.C. Gen. Stat. § 1A-1, Rule 56(c) [App. 1]. Any contrary evidence adduced by the Developers would have merely created a genuine dispute of material fact, *precluding* summary judgment. *See, e.g.*, *Zander v. Orange Cnty.*, 289 N.C. App. 591, 628, 809 S.E.2d 793, 817 (2023) (Stading, J., dissenting) (holding that when there were genuine issues of material fact regarding a county's calculation of school impact fees, the issues had to be

resolved by a jury), *rev'd for the reasons stated in the dissent*, 386 N.C. 951, 910 S.E.2d 346 (2024) (per curiam).

Similarly, even if the Developers had forecast evidence that *some* of the fees were designated to be used for future services, that would merely create another issue to be resolved by the jury. The Developers' say-so was not enough to entitle them to summary judgment.

Indeed, if part of the CFFs was authorized and part was not, then how could the trial court have awarded summary judgment for *all* of the CFFs collected under both the First Ordinance and the Second Ordinance? Neither the Developers nor the trial court provided any basis for such an outcome.

V. THE DEVELOPERS FAILED TO COMPLY WITH PLEADING REQUIREMENTS IN ANY EVENT.

Our General Assembly has decreed that "[i]n all civil and criminal cases" a codified city ordinance "must be pleaded by both section number and caption." N.C. Gen. Stat. § 160A-79 [App. 4]. This language is not a mere aspiration—it is a *requirement*. *State v. Watson*, 258 N.C. App. 347, 354, 812 S.E.2d 392, 397 (2018) (reiterating that "the word 'must' and the word 'shall,' in a statute, are deemed to indicate a legislative intent to make the provision of the statute mandatory"). Thus, failure to comply with this statute requires dismissal. *State v. Miller*, 287 N.C. App. 660, 666, 884 S.E.2d 174, 179-80 (2023) (holding that the trial court erred by denying a defendant's motion to

dismiss a criminal charge that did not contain the caption of the city ordinance); *In re Jacobs*, 33 N.C. App. 195, 197, 234 S.E.2d 639, 641 (1977) (holding that the trial court erred by denying a motion to quash a juvenile petition that did not comply with section 160A-79); *see also State v. Pallet*, 283 N.C. 705, 712, 198 S.E.2d 433, 437 (1973) ("A criminal prosecution for violation of a municipal ordinance cannot be maintained if the warrant on which it is based does not set out the ordinance or plead it in a manner permitted by the statute now codified as G.S. s 160A-79(a).").

Here, the Developers alleged that Raleigh's ordinances unlawfully imposed fees—but they only cited the First Ordinance and the Third Ordinance. The Complaint did not mention the Second Ordinance at all, let alone by section number and caption. (R pp 3-28).

This omission was important because the First Ordinance and the Second Ordinance were not the same. They were separately enacted, used different methods to calculate CFFs, used different methods to deposit funds into City bank accounts, had different ordinance section numbers, and used different methods to track deposits and expenditures. (Doc.Ex.(I) 2547).

Thus, to the extent the Developers' claim was based on the Second Ordinance, that claim should have been dismissed from the start. *See also High Point Surplus Co. v. Pleasants*, 263 N.C. 587, 590, 139 S.E.2d 892, 895 (1965) (reiterating that even when a pleading is liberally construed, courts "are

not permitted to read into it facts which it does not contain"). The trial court erred in disregarding this statute. Even if the trial court could have granted summary judgment under the First Ordinance, it could not award any damages from 30 September 2017 through 30 June 2018—when the Second Ordinance was in effect.

CONCLUSION

For these reasons, the trial court's Order and Judgment should be reversed.

This the 30th day of June, 2025.

FOX ROTHSCHILD LLP

Electronically submitted
Robin L. Tatum
N.C. State Bar No. 17624
rtatum@foxrothschild.com

N.C. R. App. P. 33(b) Certification: I certify that all of the attorneys listed below have authorized me to list their names on this document as if they had personally signed it.

Kip D. Nelson
N.C. State Bar No. 43848
knelson@foxrothschild.com
301 Hillsborough Street, Suite 1120
Raleigh, NC 27603
Telephone: (919) 755-8700
Facsimile: (919) 755-8800

Carolyn A. Bachl
N.C. State Bar No. 32562

Carolyn.bachl@raleighnc.gov
CITY OF RALEIGH
P.O. Box 590
Raleigh, NC 27602
Telephone: (919) 996-6560
Facsimile: (919) 996-7021

Attorneys for Defendant-Appellant

CERTIFICATE OF COMPLIANCE

Pursuant to Rule 28(j) of the Rules of Appellate Procedure, counsel for the Appellant certifies that the foregoing brief contains less than 8,750 words (excluding the cover, caption, index, table of authorities, signature block, certificate of service, and this certificate of compliance) as reported by the word-processing software.

This the 30th day of June, 2025.

/s/ Robin L. Tatum
Robin L. Tatum

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a copy of the foregoing document was e-filed and served on all counsel via email as follows:

James R. Demay
Daniel K. Bryson
J. Hunter Bryson
Milberg Coleman Bryson Phillips Grossman, PLLC
jdemay@milberg.com
dbryson@milberg.com
hbryson@milberg.com

This the 30th day of June, 2025.

/s/ Robin L. Tatum
Robin L. Tatum

No. COA25-416 TENTH JUDICIAL DISTRICT

NORTH CAROLINA COURT OF APPEALS

****

WARDSON CONSTRUCTION, INC., and HOMEQUEST BUILDERS, INC.,

Plaintiffs-Appellees,

v.

CITY OF RALEIGH,

Defendant-Appellant.

From Wake County

****

CONTENTS OF APPENDIX

****

West's North Carolina General Statutes Annotated
Chapter 1A. Rules of Civil Procedure (Refs & Annos)
Article 7. Judgment

Rules Civ.Proc., G.S. § 1A-1, Rule 56

Rule 56. Summary judgment

Currentness

(a) For claimant.--A party seeking to recover upon a claim, counterclaim, or crossclaim or to obtain a declaratory judgment may, at any time after the expiration of 30 days from the commencement of the action or after service of a motion for summary judgment by the adverse party, move with or without supporting affidavits for a summary judgment in his favor upon all or any part thereof.

(b) For defending party.--A party against whom a claim, counterclaim, or crossclaim is asserted or a declaratory judgment is sought, may, at any time, move with or without supporting affidavits for a summary judgment in his favor as to all or any part thereof.

(c) Motion and proceedings thereon.--The motion shall be served at least 10 days before the time fixed for the hearing. The adverse party may serve opposing affidavits at least two days before the hearing. If the opposing affidavit is not served on the other parties at least two days before the hearing on the motion, the court may continue the matter for a reasonable period to allow the responding party to prepare a response, proceed with the matter without considering the untimely served affidavit, or take such other action as the ends of justice require. For the purpose of this two-day requirement only, service shall mean personal delivery, facsimile transmission, or other means such that the party actually receives the affidavit within the required time.

The judgment sought shall be rendered forthwith if the pleadings, depositions, answers to interrogatories, and admissions on file, together with the affidavits, if any, show that there is no genuine issue as to any material fact and that any party is entitled to a judgment as a matter of law. A summary judgment, interlocutory in character, may be rendered on the issue of liability alone although there is genuine issue as to the amount of damages. Summary judgment, when appropriate, may be rendered against the moving party.

(d) Case not fully adjudicated on motion.--If on motion under this rule judgment is not rendered upon the whole case or for all the relief asked and a trial is necessary, the court at the hearing of the motion, by examining the pleadings and the evidence before it and by interrogating counsel, shall if practicable ascertain what material facts exist without substantial controversy and what material facts are actually and in good faith controverted. It shall thereupon make an order specifying the facts that appear without substantial controversy, including the extent to which the amount of damages or other relief is not in controversy, and directing such further proceedings in the action as are just. Upon the trial of the action the facts so specified shall be deemed established.

(e) Form of affidavits; further testimony; defense required.--Supporting and opposing affidavits shall be made on personal knowledge, shall set forth such facts as would be admissible in evidence, and shall show affirmatively that the affiant is competent to testify to the matters stated therein. Sworn or certified copies of all papers or parts thereof referred to in an affidavit shall be attached thereto or served therewith. The court may permit affidavits to be supplemented or opposed by depositions,

answers to interrogatories, or further affidavits. When a motion for summary judgment is made and supported as provided in this rule, an adverse party may not rest upon the mere allegations or denials of his pleading, but his response, by affidavits or as otherwise provided in this rule, must set forth specific facts showing that there is a genuine issue for trial. If he does not so respond, summary judgment, if appropriate, shall be entered against him.

(f) When affidavits are unavailable.--Should it appear from the affidavits of a party opposing the motion that he cannot for reasons stated present by affidavit facts essential to justify his opposition, the court may refuse the application for judgment or may order a continuance to permit affidavits to be obtained or depositions to be taken or discovery to be had or may make such other order as is just.

(g) Affidavits made in bad faith.--Should it appear to the satisfaction of the court at any time that any of the affidavits presented pursuant to this rule are presented in bad faith or solely for the purpose of delay, the court shall forthwith order the party employing them to pay to the other party the amount of the reasonable expenses which the filing of the affidavits caused him to incur, including reasonable attorney's fees.

Credits

Added by Laws 1967, c. 954, § 1. Amended by S.L. 2000-127, § 6, eff. Oct. 1, 2000.

Rules Civ. Proc., G.S. § 1A-1, Rule 56, NC ST RCP § 1A-1, Rule 56

The statutes and Constitution are current through S.L. 2025-4 of the 2025 Regular Session of the General Assembly, subject to changes made pursuant to direction of the Revisor of Statutes. Some statute sections may be more current; see credits for details.

West's North Carolina General Statutes Annotated
Chapter 160A. Cities and Towns
Article 1. Definitions and Statutory Construction

N.C.G.S.A. § 160A-4

§ 160A-4. Broad construction

Currentness

It is the policy of the General Assembly that the cities of this State should have adequate authority to execute the powers, duties, privileges, and immunities conferred upon them by law. To this end, the provisions of this Chapter and of city charters shall be broadly construed and grants of power shall be construed to include any additional and supplementary powers that are reasonably necessary or expedient to carry them into execution and effect: Provided, that the exercise of such additional or supplementary powers shall not be contrary to State or federal law or to the public policy of this State.

Credits
Added by Laws 1971, c. 698, § 1.

N.C.G.S.A. § 160A-4, NC ST § 160A-4
The statutes and Constitution are current through S.L. 2025-4 of the 2025 Regular Session of the General Assembly, subject to changes made pursuant to direction of the Revisor of Statutes. Some statute sections may be more current; see credits for details.

End of Document

West's North Carolina General Statutes Annotated
Chapter 160A. Cities and Towns
Article 5. Form of Government
Part 3. Organization and Procedures of the Council

N.C.G.S.A. § 160A-79

§ 160A-79. Pleading and proving city ordinances

Currentness

(a) In all civil and criminal cases a city ordinance that has been codified in a code of ordinances adopted and issued in compliance with G.S. 160A-77 must be pleaded by both section number and caption. In all civil and criminal cases a city ordinance that has not been codified in a code of ordinances adopted and issued in compliance with G.S. 160A-77 must be pleaded by its caption. In both instances, it is not necessary to plead or allege the substance or effect of the ordinance unless the ordinance has no caption and has not been codified.

(b) Any of the following shall be admitted in evidence in all actions or proceedings before courts or administrative bodies and shall have the same force and effect as would an original ordinance:

(1) A city code adopted and issued in compliance with G.S. 160A-77, containing a statement that the code is published by order of the council.

(2) Copies of any part of an official map book maintained in accordance with G.S. 160A-77 and certified under seal by the city clerk as having been adopted by the council and maintained in accordance with its directions (the clerk's certificate need not be authenticated).

(3) A copy of an ordinance as set out in the minutes, code, or ordinance book of the council, certified under seal by the city clerk as a true copy (the clerk's certificate need not be authenticated).

(4) Copies of any official lists or schedules maintained in accordance with G.S. 160A-77 and certified under seal by the city clerk as having been adopted by the council and maintained in accordance with its directions (the clerk's certificate need not be authenticated).

(c) The burden of pleading and proving the existence of any modification or repeal of an ordinance, map, or code, a copy of which has been duly pleaded or admitted in evidence in accordance with this section, shall be upon the party asserting such modification or repeal. It shall be presumed that any portion of a city code that is admitted in evidence in accordance with this section has been codified in compliance with G.S. 160A-77, and the burden of pleading and proving to the contrary shall be upon the party seeking to obtain an advantage thereby.

(d) From and after the respective effective dates of G.S. 160A-77 and 160A-78, no city ordinance shall be enforced or admitted into evidence in any court unless it has been codified or filed and indexed in accordance with G.S. 160A-77 or 160A-78. It shall

be presumed that an ordinance which has been properly pleaded and proved in accordance with this section has been codified or filed and indexed in accordance with G.S. 160A-77 or 160A-78, and the burden of pleading and proving to the contrary shall be upon the party seeking to obtain an advantage thereby.

(e) It is the intent of this section to make uniform the law concerning the pleading and proving of city ordinances. To this end, all charter provisions in conflict with this section in effect as of January 1, 1972, are expressly repealed, and no local act taking effect on or after January 1, 1972, shall be construed to repeal or amend this section in whole or in part unless it shall expressly so provide by specific reference.

Credits

Amended by Laws 1959, c. 631; Laws 1971, c. 698, § 1; Laws 1973, c. 426, § 18; Laws 1979 (2nd Sess.), c. 1247, § 10.

N.C.G.S.A. § 160A-79, NC ST § 160A-79

The statutes and Constitution are current through S.L. 2025-4 of the 2025 Regular Session of the General Assembly, subject to changes made pursuant to direction of the Revisor of Statutes. Some statute sections may be more current; see credits for details.

End of Document

West's North Carolina General Statutes Annotated
Chapter 160A. Cities and Towns
Article 16. Public Enterprises
Part 1. General Provisions

This section has been updated. Click here for the updated version.

N.C.G.S.A. § 160A-314

§ 160A-314. Authority to fix and enforce rates

(a) A city may establish and revise from time to time schedules of rents, rates, fees, charges, and penalties for the use of or the services furnished by any public enterprise. Schedules of rents, rates, fees, charges, and penalties may vary according to classes of service, and different schedules may be adopted for services provided outside the corporate limits of the city.

(a1) (1) Before it establishes or revises a schedule of rates, fees, charges, or penalties for stormwater management programs and structural and natural stormwater and drainage systems under this section, the city council shall hold a public hearing on the matter. A notice of the hearing shall be given at least once in a newspaper having general circulation in the area, not less than seven days before the public hearing. The hearing may be held concurrently with the public hearing on the proposed budget ordinance.

(2) The fees established under this subsection must be made applicable throughout the area of the city. Schedules of rates, fees, charges, and penalties for providing stormwater management programs and structural and natural stormwater and drainage system service may vary according to whether the property served is residential, commercial, or industrial property, the property's use, the size of the property, the area of impervious surfaces on the property, the quantity and quality of the runoff from the property, the characteristics of the watershed into which stormwater from the property drains, and other factors that affect the stormwater drainage system. Rates, fees, and charges imposed under this subsection may not exceed the city's cost of providing a stormwater management program and a structural and natural stormwater and drainage system. The city's cost of providing a stormwater management program and a structural and natural stormwater and drainage system includes any costs necessary to assure that all aspects of stormwater quality and quantity are managed in accordance with federal and State laws, regulations, and rules.

(3) No stormwater utility fee may be levied under this subsection whenever two or more units of local government operate separate stormwater management programs or separate structural and natural stormwater and drainage system services in the same area within a county. However, two or more units of local government may allocate among themselves the functions, duties, powers, and responsibilities for jointly operating a stormwater management program and structural and natural stormwater and drainage system service in the same area within a county, provided that only one unit may levy a fee for the service within the joint service area. For purposes of this subsection, a unit of local government shall include a regional authority providing stormwater management programs and structural and natural stormwater and drainage system services.

(4) A city may adopt an ordinance providing that any fee imposed under this subsection may be billed with property taxes, may be payable in the same manner as property taxes, and, in the case of nonpayment, may be collected in any manner by which delinquent personal or real property taxes can be collected. If an ordinance states that delinquent fees can be collected in the same manner as delinquent real property taxes, the fees are a lien on the real property described on the bill that includes the fee.

This subdivision applies only to the Cities of Creedmoor, Durham and Winston-Salem, the Towns of Butner, Garner, Kernersville, Knightdale, Morrisville, Stem, Wendell, and Zebulon, and the Village of Clemmons.

(a2) A fee for the use of a disposal facility provided by the city may vary based on the amount, characteristics, and form of recyclable materials present in solid waste brought to the facility for disposal. This section does not prohibit a city from providing aid to low-income persons to pay all or part of the cost of solid waste management services for those persons. A city may, upon a finding that a fund balance in a utility or public service enterprise fund used for operation of a landfill exceeds the requirements for funding the operation of that fund, including closure and post-closure expenditures, transfer excess funds accruing due to imposition of a surcharge imposed on another local government located within the State for use of the disposal facility, as authorized by G.S. 160A-314.1, to be used to support the other services supported by the city's general fund.

(a3) Revisions in the rates, fees, or charges for electric service for cities that are members of the North Carolina Eastern Municipal Power Agency must comply with the public hearing provisions applicable to those cities under G.S. 159B-17.

(b) A city shall have power to collect delinquent accounts by any remedy provided by law for collecting and enforcing private debts, and may specify by ordinance the order in which partial payments are to be applied among the various enterprise services covered by a bill for the services. A city may also discontinue service to any customer whose account remains delinquent for more than 10 days. When service is discontinued for delinquency, it shall be unlawful for any person other than a duly authorized agent or employee of the city to do any act that results in a resumption of services. If a delinquent customer is not the owner of the premises to which the services are delivered, the payment of the delinquent account may not be required before providing services at the request of a new and different tenant or occupant of the premises, but this restriction shall not apply when the premises are occupied by two or more tenants whose services are measured by the same meter.

(b1) A city shall not do any of the following in its debt collection practices:

(1) Suspend or disconnect service to a customer because of a past-due and unpaid balance for service incurred by another person who resides with the customer after service has been provided to the customer's household, unless one or more of the following apply:

a. The customer and the person were members of the same household at a different location when the unpaid balance for service was incurred.

b. The person was a member of the customer's current household when the service was established, and the person had an unpaid balance for service at that time.

c. The person is or becomes responsible for the bill for the service to the customer.

(2) Require that in order to continue service, a customer must agree to be liable for the delinquent account of any other person who will reside in the customer's household after the customer receives the service, unless one or more of the following apply:

a. The customer and the person were members of the same household at a different location when the unpaid balance for service was incurred.

b. The person was a member of the customer's current household when the service was established, and the person had an unpaid balance for service at that time.

(b2) Notwithstanding the provisions of subsection (b1) of this section, if a customer misrepresents his or her identity in a written or verbal agreement for service or receives service using another person's identity, the city shall have the power to collect a delinquent account using any remedy provided by subsection (b) of this section from that customer.

(b3), (b4) Reserved.

(b5) (Applicable to certain localities) Except as provided in subsections (a1) and (d) of this section and G.S. 160A-314.1, rents, rates, fees, charges, and penalties for enterprisory services shall be legal obligations of the person contracting for them, and shall in no case be a lien upon the property or premises served, provided that no contract shall be necessary in the case of structural and natural stormwater and drainage systems.

This subsection applies only to the Cities of Creedmoor, Durham and Winston-Salem, the Towns of Butner, Garner, Kernersville, Knightdale, Morrisville, Stem, Wendell, and Zebulon, and the Village of Clemmons.

(c) (Applicable to other localities) Except as provided in subsection (d) of this section and G.S. 160A-314.1, rents, rates, fees, charges, and penalties for enterprisory services shall be legal obligations of the person contracting for them, and shall in no case be a lien upon the property or premises served, provided that no contract shall be necessary in the case of structural and natural stormwater and drainage systems.

(d) Notwithstanding subsection (b1) of this section, rents, rates, fees, charges, and penalties for enterprisory services shall be legal obligations of the owner of the premises served when:

(1) The property or premises is leased or rented to more than one tenant and services rendered to more than one tenant are measured by the same meter.

(2) Charges made for use of a sewage system are billed separately from charges made for the use of a water distribution system.

(e) Nothing in this section shall repeal any portion of any city charter inconsistent herewith.

Credits

Added by Laws 1971, c. 698, § 1. Amended by Laws 1991, c. 591, § 1; Laws 1991, c. 652, § 4; Laws 1991 (Reg. Sess., 1992), c. 1007, § 46; Laws 1995 (Reg. Sess., 1996), c. 594, § 28, eff. Oct. 1, 1996; S.L. 2000-70, § 4, eff. July 15, 1989; S.L. 2005-441, §§ 3(a), (b), 4, eff. Sept. 27, 2005; S.L. 2009-302, §§ 3(a), 3(b), eff. July 17, 2009; S.L. 2011-109, § 1, eff. June 8, 2011; S.L. 2012-55, § 2, eff. June 21, 2012; S.L. 2012-167, § 2, eff. Oct. 1, 2012; S.L. 2013-413, § 59.4(d), eff. Aug. 1, 2013.

N.C.G.S.A. § 160A-314, NC ST § 160A-314

The statutes and Constitution are current through S.L. 2025-4 of the 2025 Regular Session of the General Assembly, subject to changes made pursuant to direction of the Revisor of Statutes. Some statute sections may be more current; see credits for details.

End of Document