# New Service Application

By submitting this application, you agree to the terms and conditions of the City of Hendersonville's 2026 Utility Services Agreement, including the Customer Account and Billing Policy, applicable City ordinances, and all applicable rates, charges, and fees. The City's approval of your application completes the legally binding agreement between you and the City of Hendersonville for utility services. You remain responsible for all usage and base charges until service is properly terminated or a new application is approved for the property or service connection.




**Service Request Based on Property Type**

○ Residential (single-family or two-family dwelling) ○ Residential Irrigation ○ Non-Residential (multi-family residential, commercial, and industrial) ○ Non-Residential Irrigation ○ Bulk Water ○ Septic Tank Waste Disposal

***Select the option that best describes the intended use of the majority of the property.****

*Please Note: Application for non-residential or for irrigation services requires additional approvals before services are connected. You will be contacted within 5 business days.*

**Applicant's Relationship to Property / Occupancy Status**

○ Property Owner - Owner Occupied: I own the property and will occupy it. ○ Property Owner - Non-Owner-Occupied: I own the property, but it is occupied by a tenant or other non-owner. ○ Property Owner - Unoccupied: I own the property,but it is currently vacant or unoccupied. ○ Tenant / Non-Owner-Occupant: I rent or otherwise occupy the property but do not own it.

*The applicant's relationship to the property and occupancy status determines account requirements and processing.*

**Utility Account Responsibility**

○ Property Owner ○ Tenant / Non-Owner Occupant

Who will be responsible for the utility account and monthly billing?

*Please Note: If the tenant or non-owner occupant is the account holder the property owner is not required to pay a deposit; however, the tenant or non-owner occupant may be required to do so.*

**PLEASE NOTE: THE NAME AS IT APPEARS ON THE DEED OR OTHER CLOSING DOCUMENT / LEASE OR RENTAL AGREEMENT MUST MATCH THE NAME ON THE APPLICATION.**

**Business Name**

**Primary Account Holder Name**

First MI Last

*The Primary Account Holder is the individual listed on the utility account and is responsible for all charges, payments, and obligations associated with the account.*

**Social Security/Tax ID Number**

Primary Account Holder

*Your Social Security number will be used to obtain a utility credit check to establish a required deposit for your utility account. You may choose not to provide your Social Security number. If you choose not to provide your Social Security number we will be unable to perform a credit check and your deposit amount will be at the highest tier in accordance with the most recently adopted City Rate and Fee Schedule.*

**Government-Issued ID #**

Primary Account Holder

*Please provide a valid government-issued photo ID. Valid forms of ID include passports, driver's licenses, and state-issued ID cards.*

**Primary Phone**

*Please provide the best phone number to reach the primary account holder.*

**Secondary Phone**

**Phone Type**

○ Cell ○ Home ○ Work ○ Other

**Secondary Phone Type**

○ Cell ○ Home ○ Work ○ Other

By inputting and providing your phone number, you consent to receive text messages from City of Hendersonville. These messages may include responses to inquiries, appointment reminders, updates, or other relevant communications. Message frequency varies, you may receive up to 5 texts per month. Message and data rates may apply. To unsubscribe and opt-out, reply STOP. For more information, see our privacy policy located at https://www.hendersonvillenc.gov/about-site.

**Email**

*We require an email address to complete the new service application.*

Please provide an email address to receive confirmation of your application submission, follow-up communications from the City of Hendersonville's Customer Service Team, and important utility service notifications.

An Authorized Account User is a person permitted by the account holder to access account information or perform specified account related tasks. This person is not financially responsible for the account and is not authorized to disconnect service, request a payment arrangement, add or remove an Authorized Account User, or assume financial responsibility.

**Authorized Account User (1)**

First | MI | Last

**Government-Issued ID #**

Authorized Account Holder

*Please provide a valid government-issued photo ID. Valid forms of ID include passports, driver's licenses, and state-issued ID cards.*

**Authorized Account User (2)**

First | MI | Last

**Government-Issued ID #**

Authorized Account Holder

*Please provide a valid government-issued photo ID. Valid forms of ID include passports, driver's licenses, and state-issued ID cards.*

**Desired Service Address**

Address Line 1

Address Line 2

City | State | Zip Code

**Please provide the address for the residence or facility needing utility service.**

**Service Start Date**

*If you are renting the property, please use the rental lease start date.We do not provide same day service for turn on/turn off. It is also unavailable on weekends and holidays.*

**Are you renting or buying the service address?**

Renting

*If you are renting, we require a copy of the lease to complete the application online. If you are purchasing a property a copy of the closing disclosure, settlement statement, deed or offer to purchase is required. Failure to submit documentation could result in disconnection.*

**Rental Name**

*Please select your rental company which will generate an email to the company advising of your application submission.*

**Rental Email**

**Email Rental**

**Additional Properties Email**

**Email Rental**

*Please use the Additional Rental Email for Park Residences or Other properties.*

**Additional Properties Email**

**Email Rental**

*Please use the Additional Rental Email for Other properties.*

Please be advised, the City **does not** provide same day service. If possible, please file your application at least three (3) business days in advance of service connection. The City of Hendersonville **will not** be responsible for any service disruptions or associated costs from failure to apply for service in a timely manner. We also will not back date a service request if you select a past date. **We also require proof of residency before starting service.** If you have chosen a listed rental company, we require verification of residency or notification from the property location. If we do not receive proof within 72 hours this application will be exempt and void.

# Billing Profile

*Please provide an alternate address if you are not using your service address for mail delivery purposes.*

**Mailing Address (If Different from Service Address)**

Address Line 1

Address Line 2

City | State | Zip Code

**Please Note-**Your service will be considered provisional until all required documents are provided. Failure to provide the required documents within five business days may result in service delays or termination. The utility deposit will be on your first bill. Please contact the Customer Service Team at (828) 697-3052 if you have questions.

# Service Terms and Conditions

Terms and conditions related to your utility service account are listed below.

**Acknowledgement**

☐ I Agree to Terms and Conditions

**By signing New Service Application or by clicking "I Agree" and submitting the New Service Application through the City's online portal, I acknowledge that I have read, understand, and agree to be bound by these Terms and Conditions, Chapter 52 of the City of Hendersonville Code of Ordinances (as amended), and the City of Hendersonville Customer Account and Billing Policy (as amended). I further acknowledge that my submission of the New Service Application and the City's approval create a legally binding 2026 Utility Services Agreement between me and the City of Hendersonville. For online submissions, clicking "I Agree" and submitting the Application has the same legal effect as my handwritten signature.**

**Primary Account Holder Signature**

**Date**

**Primary Proof of Identification**
*Please upload a picture ID for Proof of Identification requirements. A current valid driver's license, state-issued ID card, or a passport are good options.*

**Proof of Residence**
*Please upload a copy of your lease (the front page is acceptable) or closing disclosure, settlement statement, deed or offer to purchase. If this documentation is not available a Verification of Right to Occupancy and Utility Service Authorization will be required. Please consult our Customer Service Team at 828-697-3052 if you have any questions.*

**Authorized Account User (1) Signature**

**Authorized Account User Proof of Identification**
*Please upload a picture ID for Proof of Identification requirements. A current valid driver's license, state-issued ID card, or a passport are good options.*

**Authorized Account User (2) Signature**

**Authorized Account User Proof of Identification**
*Please upload a picture ID for Proof of Identification requirements. A current valid driver's license, state-issued ID card, or a passport are good options.*

New Service Application — Terms and Conditions

**City of Hendersonville, North Carolina**

Effective October 1, 2026

These Terms and Conditions replace the prior Terms and Conditions dated July 8, 2024.

## How to Read This Agreement

These Terms and Conditions are written in plain language so you can easily understand them. When I apply for City of Hendersonville utility services, I am making promises to the City. The statements below, which begin with “I understand and agree that,” explain my rights and my responsibilities. When I submit my New Service Application and the City approves it, I am entering into the City’s 2026 Utility Services Agreement. In these Terms, “I,” “me,” and “my” mean the applicant or customer, and “the City” means the City of Hendersonville.

1. Agreeing to These Terms

- I understand and agree that by filling out and submitting the City’s New Service Application for utility service, I am agreeing to follow these Terms and Conditions.

- I understand and agree that these Terms and Conditions apply for all utility services that I receive from the City, including water, sewer, sanitation (environmental services), and stormwater services. As used in these Terms and Conditions, therefore, I understand that “utility service” or “utility services” refers to any utility service that I am receiving and that I am applying to receive.

- I understand and agree that once the City approves my Application, the City and I have entered into

the City's 2026 Utility Services Agreement for utility service.

- I understand and agree that this agreement also includes, and I must follow, the City's utility ordinance (Chapter 52 of the City Code) and the City's Customer Account and Billing Policy, and that each of these can be changed by the City from time to time.

- I understand and agree that the City's Finance Director is allowed to enter into utility service agreements and to set the standard terms, as long as those terms match Chapter 52.

- I understand and agree that except for stormwater service, every property (and every connection on a property, if there is more than one) must have a utility service agreement before it can receive utility service, and no connection to a water or sewer line may be made until that agreement is in place.

- I understand and agree that utility accounts cannot be transferred to someone else, so a new Application is needed whenever a property is sold, transferred, leased, or occupied by a new customer, and that a separate account is needed for each service connection.

2. Applying for Service

- I understand and agree that I must turn in a completed Application and have the City's Customer Service Department approve it before new service starts, and that the Application must include my name, my address or addresses, the type of service I want, the reason for the Application, and any other information the City asks for.

- I understand and agree that I must show a valid government-issued photo ID, such as a driver's license, passport, state ID card, or military ID card.

- I understand and agree that the City may ask for my Social Security number (SSN) or federal tax identification number (TIN) to set up and manage my account, check my identity, check my credit, prevent fraud, and collect unpaid balances, and that the City will protect this information as required by North Carolina law.

- I understand and agree that I do not have to give my SSN or TIN to get service, but if I give neither, I will be required to pay a deposit (see Section 4), and that not giving an SSN or TIN does not excuse me from paying for the service I use.

- I understand and agree that if I own the property, I must give the City a copy of a deed or other proof of ownership, and that starting October 14, 2026, a property owner must enter into the 2026 Utility Services Agreement when the owner asks for new service or when a tenant or occupant at a property the owner owns asks for new service.

- I understand and agree that if I am a tenant or other non-owner occupant asking for water or sewer service, I must give the City a copy of my lease, rental agreement, or occupancy agreement so the City can confirm my right to set up an account for the property. If not available both the owner and I must sign and notarize the City's Verification of Right to Occupancy and Utility Service Authorization form and turn it in before I can get water or sewer service.

- I understand and agree that if my right to occupy the property is based only on a spoken agreement with the owner, both the owner and I must sign and notarize the City's Verification of Right to Occupancy

and Utility Service Authorization form and turn it in before I can get water or sewer service.

- I understand and agree that if I am a tenant or non-owner occupant, I cannot have more than one active utility account in my name at the same time unless the Utility Revenue Manager approves it, and that any unpaid utility debt I owe the City for any accounts or former accounts of mine must be paid in full before I can get water or sewer service.

- I understand and agree that if I own a duplex, triplex, quadplex, or other multi-unit property, I must give the City ownership documents listing all units by address and unit number and a list of the agents who act for me, and that a master-metered multi-unit property must have its account in the property owner's name.

- I understand and agree that for all non-owner-occupied property that I own, all accounts will automatically return to me as owner when a tenant asks to stop service in the tenant's name (see Section 11), and that all fees and charges occurring from and after the date that the tenant's service is discontinued will be my responsibility to pay.

- I understand and agree that I am liable for all base fees charged for all utility service accounts for all properties that I own, regardless of whether or not a non-owner occupant is also jointly and severally liable with me for these base fee charges. I understand that the City will look first to the non-owner occupant for payment of these base fees and will take all reasonable steps to collect the base fees from the non-owner occupant, but in the event that the City is unable to collect the base fees from the non-owner occupant after taking such steps for collection, I will pay them.

3. When the City Can Deny My Application

I understand and agree that the City may deny my application for any of these reasons:

- I cannot provide a valid lease, rental agreement, occupancy agreement, or other document (such as the notarized Verification of Right to Occupancy and Utility Service Authorization form) showing my legal right to occupy the property.

- The City questions whether my occupancy document is valid or authentic, and the owner or the owner's representative cannot be reached to confirm my right to occupy the property.

- I cannot provide valid government-issued identification, or the City cannot reasonably verify the ID I provide.

- There is an outstanding balance due on any current or previous utility account for me or for the property owner (if I am not the owner).

4. Deposits

- I understand and agree that the City may require a deposit for a new account based on the City's most recent Rate and Fee Schedule, and that the amount may depend on the type of service and the results of any credit check.

- I understand and agree that a deposit will be required if I am a tenant or non-owner occupant who refuses to give an SSN or TIN, or who cannot show satisfactory credit, and that a deposit may also be

required when I, as an existing customer, open an additional account.

- I understand and agree that a property owner will not be required to pay a deposit for a property that is not occupied by the owner because the deposit will be paid by the non-owner occupant.

- I understand and agree that my deposit will not earn interest, and that it may be combined with City funds but will be tracked separately.

- I understand and agree that the City holds my deposit to help make sure my utility bills are paid and to protect the City against loss, and that the City may keep my deposit for as long as my account is open.

- I understand and agree that the City may apply a deposit on my active account as a credit after I have 24 straight months of good payment history, meaning no late fee, returned-payment fee, or delinquent-account fee during that period.

- I understand and agree that when my service ends and my account closes, the City will apply my deposit to any balance I owe, and that any amount left after all charges are paid may be refunded to me under the Policy.

5. My Responsibility for the Account

- I understand and agree that I am responsible for all water that passes through the meter while the account is in my name, and for all base charges on the account during that time.

- I understand and agree that once the account is in my name, I stay responsible for all usage and base charges until I complete the paperwork to end service and close the account, or until a new Application is approved for that property or connection, and that my account does not close just because water service is shut off for nonpayment.

- I understand and agree that I am responsible for all utility fees and charges whether or not I receive a bill by mail or email, and that it is my job to contact Customer Service if I do not receive a bill.

- I understand and agree that water and sewer service becomes active once the meter is set in place, including for new construction, and that charges start in the billing cycle right after service is activated, whether or not the property is physically connected or in use.

- I understand and agree that I am responsible for any garbage carts and recycling containers given to my address, and that all carts and containers must stay at the service address when my account ends.

6. Billing and Payment

- I understand and agree that my bill is due on or before the 20th day after the billing date, and that the due date will be clearly printed on my bill.

- I understand and agree that I may pay by check, credit card, money order, bank draft (ACH), cash at the Customer Service office, through the City’s online payment portal, or by other methods the City allows.

- I understand and agree that if I make a partial payment, the City will apply it in this order: (1) fees and miscellaneous charges; (2) stormwater charges; (3) environmental charges; (4) sewer charges; and (5)

water charges, and that this order does not cancel any remaining balance I still owe.

- I understand and agree that not receiving a bill is not a reason for me to skip payment.

- I understand and agree that I will be charged a fee where my payment is returned for any reason by the financial institution that it was drawn from, provided the returned payment is not due to a City error in billing.

7. Late Fees and Delinquency

- I understand and agree that a late fee will be added on the first day after the due date on any unpaid bill, and that the late fee is $10.00 or 5% of the unpaid balance, whichever is greater.

- I understand and agree that any bill not paid within 28 straight calendar days of the billing date or the Pay By Date to Avoid Disconnection will lead to disconnection, and that this date will be printed on my bill.

- I understand and agree that if I do not pay by 5:00 p.m. on the Pay By Date to Avoid Disconnection, a Delinquent Account Fee from the City's Rate and Fee Schedule will be added and my account may be disconnected, and that this fee is separate from the late fee and helps cover the City's cost of disconnecting service.

- I understand and agree that the City may send me account and delinquency notices by phone, text, and email using my account contact information, that I may opt out of text messages, and that I may receive notices when a bill is issued and before and after the due date if a balance is unpaid.

8. Disconnection and Reconnection

- I understand and agree that if I do not pay my charges on or before the Pay By Date to Avoid Disconnection, the City has the authority to disconnect or shut off all my utility services.

- I understand and agree that to restore service after a disconnection for nonpayment, I must pay all past due charges for the property, the Delinquent Account Fee and all applicable fees, and that the City may require that all of my utility accounts with a balance be paid in full before service is restored.

- I understand and agree that the City may disconnect service to a property if neither the owner nor the occupant submits an Application and enters into the City's standard utility services agreement within five (5) days of being notified in writing that no agreement is on file, and that an email counts as written notice.

- I understand and agree that during any declared federal, state, or local state of emergency in the City, the City Manager may suspend disconnections and late fees for nonpayment for as long as the City Manager reasonably decides is necessary, and that the City Manager or Utilities Director may still disconnect service when needed to protect public health, safety, and welfare or to prevent damage or repair the system, with service restored as soon as reasonably practical afterward.

9. Outstanding Balances on Any Account

- I understand and agree that if I have an outstanding balance on any City utility service account, I am not eligible to receive utility service at any property or location in the City, and I am not eligible to open any new utility service account, until I have paid that outstanding balance in full.

- I understand and agree that this restriction applies no matter how old the account with the outstanding balance is and no matter what date the balance was incurred, and it applies no matter where the property was located for which that older account was established.

- I understand and agree that the City will deny a new service Application if I, or the property owner if different, have any past-due amount on any other utility service account with the City.

- I understand and agree that before new service can be established or restored on any account, I must satisfy every delinquent account, including all past-due fees and charges and all other applicable fees.

10. Returned Payments

- I understand and agree that if a payment I make is returned for insufficient funds, a closed account, or another reason that is not the City's fault, I will be charged a returned-payment fee from the Rate and Fee Schedule, and that this fee will be waived if the payment was returned because of a City error.

- I understand and agree that if two of my payments are returned within a 12-month period for a reason that is not the City's fault, the City may stop me from paying by the method used for the returned payment for two (2) years.

- I understand and agree that a returned payment that I do not fix, including paying the Returned Item Fee, will be treated as nonpayment and may lead to late fees, collection steps, and disconnection.

- I understand and agree that if I make a payment to avoid disconnection and that payment is returned, my service may be disconnected immediately, and that before service is reconnected, I must pay all past due charges, applicable fees, the Returned Item Fee, and any Delinquent Account Fee, unless the Policy allows otherwise.

11. Rental Property and Revert-to-Owner Rules

- I understand and agree that if I own rental property, or other non-owner occupied property having one or more utility service accounts, all accounts automatically return to me as owner when the tenant asks to stop service and close the account, that I am then responsible for all usage and base charges from that date forward, including the period between one tenant leaving and the next starting service, but that I am not responsible for the tenant's earlier unpaid balance, and that no separate notice to me is required for ordinary revert-to-owner situations.

- I understand and agree that service may automatically return to me as owner if service was disconnected for a tenant's nonpayment or for meter tampering, and that service will then be restored only if arrangements are made to pay all amounts due, or proof is given that the nonpaying or tampering tenant no longer occupies the property.

- I understand and agree that as an owner, I may place all of my owned properties under one 2026 Utility Services Agreement, and that for a property I acquire later I only need to submit the City's newly acquired property form with a copy of the recorded deed so the City can attach that account to my agreement.

- I understand and agree that the City will not shut off service to a property occupied by a tenant or other non-owner occupant just because the owner asks, when the account is in the occupant's name, or when the account is in the owner's name unless the occupant also requests termination or applies for the

property, but that this does not stop the City from using its normal collection remedies, including disconnection, when the non-owner occupant is the account holder and is delinquent.

- I understand and agree that if the account for a non-owner-occupied property is in the owner's name and the City reasonably believes that the owner's delinquency is an attempt to constructively evict the tenant then the non-owner occupant, may apply to put the account in their own name and that the non owner occupant will not be liable for the owner's period of nonpayment or for the related delinquent-account fee, late fees, or other penalties incurred as a result of the owner's delinquency or nonpayment.

12. Stopping Service (Temporary or Permanent)

- I understand and agree that if I want to temporarily stop a utility service, such as when I will be away for a long time, I must give written notice to Customer Service, that temporary disconnection does not excuse base fees for water, sewer, stormwater, or environmental service during that time, and that a Premise Visit Fee applies when City staff are asked to disconnect service at the meter.

- I understand and agree that if a building has been demolished, condemned, or ordered abandoned by a court, and no other structures receive water from that meter, I, the owner, or an authorized representative may ask for permanent or indefinite disconnection and meter removal, that I must first submit documentation the City approves, and that a meter removal fee may apply.

- I understand and agree that once the meter is removed and water service is permanently disconnected, water and sewer base fees will stop, but that if the meter stays in place and service is not permanently disconnected, the City may continue to bill for all base fees and for all utility services provided to the property.

13. Meter Tampering and Unauthorized Use

- I understand and agree that the water meter is and stays the property of the City.

- I understand and agree that no unauthorized person may open a meter box or interfere with, change, tamper with, or bypass a meter, or knowingly use water through a tampered or bypassed meter.

- I understand and agree that if I violate the meter rules, I may owe the City for all losses, will receive a violation notice and a cost-recovery invoice, and that if the invoice is unpaid the City may pursue remedies under North Carolina law, along with fines, prosecution, and any other remedy allowed by law.

- I understand and agree that if water is turned on without the City's authorization after the City disconnected it, the City may remove the meter and add charges, and that restoring service will require paying all outstanding fees and charges, any applicable deposits, fines, and other fees first.

14. Corrective Billing

- I understand and agree that if the City finds that I was billed incorrectly, it will issue a corrective bill.

- I understand and agree that if I was overcharged, the City will credit my account for the extra amount, without interest, for the overcharge period, up to a maximum of two (2) years.

- I understand and agree that if I was undercharged or not billed, the City will bill me for the additional

amount due for the underbilled or unbilled period, up to a maximum of two (2) years.

- I understand and agree that the City may offer a payment plan for amounts due from corrective billing under Section 15, but that payment plans are not available for regular monthly billing.

15. Payment Plans

- I understand and agree that payment plans are available only for past-due balances from a qualifying leak adjustment or from corrective billing for previously unbilled usage, and that regular monthly balances do not qualify.

- I understand and agree that to enter a payment plan I must sign the City's standard payment plan and promissory note form, that the plan cannot be longer than 24 months without the Finance Director's approval, and that an initial payment equal to one month's scheduled payment is required before the plan starts.

- I understand and agree that I must stay current on my ongoing monthly charges in addition to my plan payments, and that a returned payment, a missed payment, or failing to follow the plan may end the plan, making the entire remaining balance immediately due and subject to the City's normal collection and disconnection procedures.

16. Billing Disputes

- I understand and agree that if I dispute a bill, fee, or charge, I may send a written request for review to Customer Service that identifies the item, explains why I disagree, and includes any supporting documents.

- I understand and agree that sending a dispute does not automatically pause my payment deadlines, late fees, delinquency steps, or disconnection, unless the Policy or a City ordinance allows it.

- I understand and agree that the Utility Revenue Manager or a designee will review my dispute and respond within 30 calendar days of receiving it, or within a reasonable time if more information is needed.

17. Consent to Be Contacted

- I understand and agree that by submitting the Application, I agree that, for account service and to collect amounts I owe, the City may contact me by phone, text, email, or any other method I have given the City.

- I understand and agree that this contact may include prerecorded or artificial voice messages and automatic dialing technology, that my phone company may charge me for these communications, and that the City is not responsible for those charges.

18. Credit Check and Use of My Social Security Number

- I understand and agree that my SSN may be used to run a utility credit check and verify my identity, that I authorize the City to run that credit check to set up my account, and that any credit report the City obtains will follow the Fair Credit Reporting Act. I understand and agree that a third-party contractor of the City may perform the credit check.

- I understand and agree that my SSN may also be used to collect unpaid utility bills, property taxes, and other obligations I owe the City, and that for collection it may be shared with the State of North Carolina to claim my tax refund, lottery winnings, or other state payments; with a bank or employer to attach accounts or garnish wages; and with other government agencies and City departments to collect what I owe.

19. Privacy and My Information

- I understand and agree that the City will protect the account information it collects, that my utility billing information is not a public record under North Carolina law, and that it will generally be disclosed only when the City decides it is necessary to protect service integrity, help with collections, assist law enforcement or emergency and judicial officers, or secure bond financing for utility improvements.

- I understand and agree that the City will keep and protect my Social Security number and other personal identifying information and will use or share it only as allowed by North Carolina law, and that the City will take reasonable steps to guard my information against unauthorized access, use, or disclosure.

20. How the City Collects Past-Due Amounts

I understand and agree that to collect past-due amounts on any utility account, the City may use one or more of these remedies:

- Refer my delinquent account to a collection agency, attorney, or other authorized collection service, or submit eligible debts to the North Carolina Debt Setoff Program.

- Report my delinquent account to consumer reporting agencies as allowed by federal and state law.

- Disconnect water service for if my utility bill remains unpaid within 28 days consecutive calendar days of the billing, as indicated by the Pay By Date to Avoid Disconnection printed on my bill. Before service is restored, I must pay all past-due charges and any applicable fees.

- Refer my account to the City Attorney or other legal counsel and pursue any legal remedy allowed by law; and if the City obtains a judgment, charge interest as allowed by North Carolina law and seek court costs, attorney fees, and other authorized amounts.

- I understand and agree that the City will deny new service Applications if I, or the property owner, if different, have past-due amounts on any other utility account.

21. Deceased Account Holder

- I understand and agree that when an account holder dies, the City’s utility billing change form must be completed within 45 days to transfer the account to the executor or administrator of the estate, and that the City may ask for legal documents such as a death certificate, will, or other papers to process the transfer.

- I understand and agree that the City may allow an account to stay in the estate’s name for up to 12 months from the transfer date, that if service is not ended or a new customer has not entered into a 2026 Utility Services Agreement within that time the City may disconnect service, and that normal base and usage charges continue during this period.

22. Governing Law

- I understand and agree that these Terms and Conditions, and the 2026 Utility Services Agreement they are part of, are governed by North Carolina law, Chapter 52 of the City Code (as amended), and the City's Customer Account and Billing Policy (as amended).

- I understand and agree that if these Terms or the Policy ever conflict with Chapter 52, Chapter 52 controls.

- I understand and agree that making a connection to a sewer or water lateral before a utility services agreement is entered into is a misdemeanor under the City Code, in addition to any other remedy the City may have