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This policy was approved by the Handy Sanitary District Board on March 9, 2006.
Effective date: March 29, 2006 Revised: May 11, 2006 Revised: February 18, 2020
Revised: Oct 12, 2006 Revised: July 12, 2007 Revised: December 16, 2025
Revised February 14, 2008 Revised July 1, 2008
Revised: August 22, 2008 Revised February 23, 2009
Revised April 28, 2009 Revised October 29, 2009
Revised January 12, 2012 Revised March 8, 2012
Revised April 12, 2012 Revised August 9, 2012
Revised February 20, 2014 Revised October 1, 2017

I. RIGHTS AND RESPONSIBILITIES

A. AUTHORITY

1. The enactment of these policies was approved by the Handy Sanitary District Board. As fee schedules, rates and other specific policies are updated, it will be the responsibility of the General Manager to make sure the policy manual is revised. Most changes involving fees and rate schedules are delegated by the General Manager, with prior approval by the Board.
2. The Field Manager's responsibilities include operation and control of the utility lines and utility property. He sets the standards of quality for construction and maintenance of the utility system and plans for utility system improvements.
3. The Office Manager is authorized to hear concerns and complaints, settle disagreements, and reconnect any customer disconnected for non-payment while the concern is investigated, if he deems necessary. All grievances must be heard and addressed by the General Manager prior to an item appearing before the District Board.

B. SCOPE

1. This policy is not meant to be all-inclusive but offers direction and guidance for the General Manager and employees of the District.
2. This policy has been adopted by the District Board for all customers of the District.
3. The intent of this policy is to provide the customers and the employees of the District with a helpful guide with uniform procedures for providing water and sewer utility service. The District desires to treat its members in a fair and indiscriminate manner while recognizing that each customer has distinct needs and requirements.
4. Employees of the District have been empowered and well-trained to use this policy to deliver high quality service to customers. Employees are expected to deal with each decision with empathy and understanding, listening carefully to the needs and requirements of individual customers. Ultimately, the General Manager accepts the responsibility as the final authority on this policy. However, every customer has the right to appeal that decision before the District Board.
5. This policy is not meant as a substitute for personal initiative on the part of employees. It will serve as a guide for reasonable response to customer needs while meeting the requirements of good business practice on the part of the District.

C. DEFINITIONS USED IN THIS POLICY

1. **EMPLOYEES** - The employees of District, charged with the responsibility of delivering services to the customers while ensuring good business practices and considering the needs and wants of customers.
2. **DISTRICT**- The Handy Sanitary District and its governing body and its employees.

3. **BOARD**- Those officials elected to represent the customers of the Handy Sanitary District.

D. APPLICATION OF THIS POLICY

1. This policy applies to every customer or applicant for utility service. Copies of this policy are available at the District's office.
2. This policy may be revised, amended, supplemented or otherwise changed from time to time by action of the Board. Customers are encouraged to seek answers to any questions by calling the Office.
3. As detailed in ordinances, the District intends to adhere to all rules and regulations of the American National Standards Institute (ANSI); the American Water Works Association (AWWA); the Water Environment Federation (WEF); the North Carolina Department of Environment, Health and Natural Resources (NCDEHNR); as amended. Further, all operations are prefaced upon safety for the public and employees alike.
4. The District is not responsible for any damage caused by turning on or off utility services.

E. CONFLICT

Provisions of a special contract or tariff between the District and a customer will take precedence over these policies

F. PART OF ALL CONTRACTS

These policies are part of all oral and written contracts for providing and receiving utility service from the District.

G. NO PREJUDICE OF RIGHTS

Although the District and its customers may not always exercise the rights specified in these policies or available to them by law, that does not prevent the District or the customer from exercising those rights at a later time.

H. UNIQUE RIGHTS AND RESPONSIBILITIES

The customer and the District have unique rights and responsibilities toward utility service. The responsibilities, detailed fully throughout this publication, are summarized here:

CUSTOMER RESPONSIBILITIES

1. Meet requirements of application for services.
2. Pay bills by the Due Date shown on each monthly bill.
3. Notify the District if there is someone in the household who is either chronically or seriously ill, or handicapped.
4. Notify the District with questions or complaints about service.
5. Be aware of District-owned property at the customer's home/business and safeguard it.
6. Install, maintain any lines or plumbing beyond the meter connection.

7. The District provides utility service for the sole use and convenience of the premises under contract. The customer will ensure that utility service is not given or resold to a neighbor or tenant. Violation of this policy will be cause for immediate disconnection of service.
8. The customer shall be responsible for complete disconnection from other water systems (wells) prior to connection to the District water system.
9. The customer shall be responsible for complete disconnection from other sewer systems (septic tank) prior to connection to the District sewer system where available.
10. Notify the District when the customer wants the account closed and water disconnected.
11. Notify the District of changes to address, phone number, email address and status/problems with utility services.

CUSTOMER RIGHTS

1. The customer has the right to request establishing a payment arrangement once every twelve calendar months designed to pay the account in full according to terms set with the District's customer service representative.
2. The customer has a right to request six months of historic billing and usage information. Charges for this service will be at the discretion of the District.
3. The customer has the right to protest bills he/she believes to be in error.

DISTRICT RESPONSIBILITY

1. To avoid disconnection for non-payment after 4 p.m. on a Friday, on a weekend, or on a holiday.
2. To avoid disconnection for non-payment during extreme weather conditions.
3. To provide and explain rate schedules, how meters are read, and other additional, reasonable information.
4. To respond to questions or complaints from customers to the best of our ability.
5. To provide six months of historic billing and usage information when requested by the customer. Charges for this service will be at the discretion of the District.

DISTRICT'S RIGHTS

1. To access the District's utility facilities to read meters and to perform routine maintenance and repairs.
2. To receive notice of changes in address, status of utility service, or problems with utility service.
3. To charge customers for equipment tampering or financial delinquencies. See Section I.

II. ESTABLISHING SERVICE

A. OFFICE AND SERVICE HOURS

1. The District office is located at 17403 S. NC Hwy 109, in Denton, NC. The office hours are 8:00 AM to 5:00 PM, Monday through Friday, except on holidays observed by the District. Holiday schedule will be posted on the District’s website as well as at the office.
2. Emergency work is performed 24-hours a day, seven days a week. The emergency pager number is (336)596-3652.

B. REQUEST FOR SERVICE

1. **Original Application of Service:** The District does not install water or sewer taps unless they are going to be made active. Any customer requesting services will complete and sign an application and agreement for services and pay a meter deposit. The person whose signature is on these forms accepts personal responsibility for payment of the account. The customer will show:
    a. Photo identification (driver's license)
    b. Copy of deed for property owners/Rental receipt for renters (Required at the District's discretion)

2. **Account Information Changes:** Any changes of account information, mailing address, phone number, and email address should be given to the customer service representative **only** by the person whose name is on the account.
3. **Commercial and Industrial Accounts:** Accounts established for non-residential services will be discussed and added based on a contract agreement.
4. **Time of Application:** The District will strive to meet the customer's needs for connection of service. Normal connection will be within 24-hours with the exception of new services, if the request is received prior to 3:00 p.m. on normal Business Days. New water service connections will be made within 15 working days of the request. Sewer connections will be individually negotiated.
5. **Place of Application:** Customers may request for service at the office.
6. **Out-of-Town Connection Requests:** If a customer wants to obtain service prior to arrival in the District, he should request that the office mail him the application and agreement for service, which he should return, completed and signed, with the deposit and/or tap, and/or membership fee. Upon receipt of the above-mentioned, the District will begin service.
7. **Customer Service Policy:** Customers can request a verbal explanation of the District's policies and may obtain a written copy of the guidelines as well.
8. **Hydrants:**
    a. Customers may request to have a fire hydrant installed. See fee schedule for current costs.
    b. The hydrant must be connected to a six-inch line and be able to meet minimum standards as determined by the District
9. **Hydrant meters:**
    a. The following are the rules and responsibilities to be followed by customers receiving water service by hydrant meter:
        - See fee schedule for current costs.
        - Hydrant meter usage will be read at least every Friday.
        - Hydrants will be turned off at the end of each day.
        - It is the customer's responsibility to notify the District when use of the hydrant is no longer needed.
        - The District retains the right to remove any hydrant meter which shows zero gallons of usage for two consecutive weeks.
        - Damages to the hydrant meter will be the responsibility of the customer requesting the meter.

- Anyone caught bypassing a hydrant meter will be fined $500.00 and reported to the authorities.

Property owners of inactive taps who purchased sewer tap/pump fees during the incentive periods previously available during the Badin Lake Sewer Project will have the following requirement:

> After the April 30, 2013 deadline, the District honored the sewer tap/pump fees paid to the extent that, the District will allow credit toward the cost of the tap/tank/pump/electrical control panel box, in the amount of the difference between the value of the originally paid incentive fee on the April 30, 2013 deadline, and the current total cost at the time the tap is made active.

C. PRIOR DEBT

The District shall not furnish service to an applicant or to any other member of the applicant's household, who is indebted to the District for service previously furnished, until all indebtedness has been satisfied.

D. ACCOUNT DEPOSITS

1. Deposits must be paid on each account that is set up for connection in the District. Connection will not be made until the deposit is paid in full. A service security deposit will be collected before any service is connected. Deposits cannot be transferred from one account to another.
2. The deposit of any customer whose service is involuntarily terminated for either non-payment, meter tampering, or other reasons will be applied toward the balance owed on that customer's account.

E. REFUNDING OF DEPOSITS

A deposit will be refunded automatically when service is discontinued. All outstanding amounts on the final bill will be deducted from the deposit amount. Refunding of deposits is generally within one month after discontinuation of service. However, this may depend on when the service is terminated during the monthly billing cycle.

F. RATES

The District's water and sewer rates and fees are set by District Board and are designed to be designed to cover routine maintenance and repair of water/sewer services. Setting rates locally offers rate regulation that is responsive to the customers of the system. The District's goal is to provide the best possible utility service to all customers at a rate which is competitive with other similar public utility providers. Rate schedule available upon request.

G. BILLING

1. Bills are generally mailed out on the 1st day of each month.

2. A bill is past due if not paid by 5 p.m. on the 21st day of the month. A $15.00 late fee will be incurred on each account the next working day after the 21st. A late fee may be waived for an account with history reflecting 24 consecutive months of bills paid by the due date, if requested by the customer. However, once a late fee has been waived, the same account must reflect another 24 consecutive months of bills paid by the due date, in order to be eligible to receive another waiver of the late fee. If an account has not been established for 24 months of billing periods, the account is not eligible for waiver of the late fee. In addition, a $65.00 fee will be incurred on each account after the disconnect list has been generated. See Section IV-B-1a.
3. Service is scheduled to be discontinued if payment is not received by 8:30 a.m. on the morning of cut-off which is scheduled generally on or after the 10th of the following month.
4. No service will be reconnected between the hours of 5 p.m. and 8 a.m. during the week and no service will be reconnected between 5 p.m. Friday and 8 a.m. Monday.
5. A charge, as outlined in the Metering Tampering Section of the policy, will be charged to any customer who reconnects his own meter.
6. Customers who think a bill is in error or otherwise have reason to protest termination of utility service may contact the office.

H. ADJUSTMENTS.

1. 1. District customers with water leaks may be eligible for an adjustment of their bill. To qualify, the customer's current total usage must be triple the previous six months' average usage. Customers can not receive an adjustment more than once in a 24 month period. Upon meeting the qualifications for this adjustment, the customer's highest bill will be adjusted by 40%. Adjustments are available per **account**, not per customer.

2. Also, customers with water leaks occurring **between the meter and the dwelling** may also be eligible for an additional adjustment of the sewer portion of their bill. To qualify for this adjustment, the customer must provide the District with certification, signed by a plumber, verifying that the leak occurred between the meter and the dwelling and indicating that the water never entered the sewer system. Upon receipt of this verification, the sewer portion of the customer's bill may be adjusted to their monthly average sewer charge, as determined by the District records.

I. PAYMENT OPTIONS:

Customers have six options for making payments to the District. To ensure that payments are credited to the proper accounts, customers should include their stub or provide their account numbers with payments. The options for payment are as follows:

- OFFICE
- DRIVE-THRU WINDOW
- DROPBOX FOR PAYING AFTER HOURS
- AUTOMATIC DRAFT

- MAIL
- ONLINE BILL PAY

* Field personnel are not authorized to collect payment for any service.

J. BILL PAYMENT ARRANGEMENTS

1. Payment arrangement may be available prior to receiving the late fee OR disconnection once every 12 calendar months. Customers should contact the District's customer service representative prior to the due date OR cut-off list being generated. Once the cut-off list has been generated, no payment arrangements can be made.
2. Payment arrangements may be made in the case of a leak when customer cannot pay the total bill, however the customer has to pay the total current bill plus at least $50.00 of their past due balance. It is the customer's responsibility to pay this amount each month, to ensure the continuation of service. If payment is not made by the specified time, service will be disconnected without further notice.

K. THE DISTRICT'S RESPONSE TO RETURNED CHECKS OR AUTO DRAFT

1. The District will only accept cash, certified check or money order from any customer having two returned payments within any three-month period.
    a) Upon receipt of the first returned payment, the customer will be informed of and given a copy of the written policy.
    b) Upon receipt of the second returned payment, the customer will be advised that all bills must be paid in cash, certified check, debit/credit card payment online, or money order and will be given another copy of the written policy.
    c) Cash payment, certified checks, debit/credit card payments online, or money orders only will be accepted for the next three months.
    d) After the three month period ends, if another insufficient funds payment is received, all future bills may be required to be paid in cash, certified check, debit/credit card payment online or money order.
2. Upon receipt of a returned payment the customer will receive prompt notification by phone or letter.
3. As allowed by the State of North Carolina, a charge is added to the customer's bill because of each returned payment.
4. The customer's account will be charged for returned payments and will be subject to regular collection policies for delinquent accounts.
    a) If the returned payment was for reconnection of service due to a past due bill, the service will be immediately disconnected without notification to the customer.

III. SERVICE OPTIONS

A. OPTIONS IN SERVICE

Twenty-Four Hour Emergency Service: Employees of the District are on 24-hour call for emergency service. Please call (336) 859-2553 during business hours and (336) 596-3652 after hours.

B. MEDICAL ALERT PROGRAM

Medical conditions that may make it extremely difficult to pay or have access to services will be determined on a case-by-case basis.

IV. DISCONTINUING SERVICE

A. CLOSING A UTILITY ACCOUNT

1. After an account has been closed by either customer request or demand of the District, all funds (including deposits, refunds, and overcharge credits) will be used against amounts owed the District on the closed account first. When those accounts have been cleared, a check for the remaining deposit will be issued to the customer for any net credit.
2. FORCED CLOSING OF A UTILITY ACCOUNT
    a) As soon as possible after termination of utility service, the account will be closed. All fees and credits are then added to the balance and a "final" bill will be issued to the customer.
    b) All legal means of collection for an account in arrears will be taken whether the account is in "closed" status or not.
3. TERMINATION OF SERVICE
    a) Requesting Discontinuance of Service: Any customer requesting discontinuance of service will inform the District's employee of the location, date service is to be disconnected and the forwarding mailing address for the final bill.
    b) Final Bill: A customer's final bill will be mailed in a timely manner to encourage collection and customer understanding.
    c) Any customer closing an account should be certain that this service will not be needed for a period of 1 year from the date requesting the account be closed. If the service is reinstated within 1 year, the District will charge the customer the following:
        1) A minimum monthly bill for the months falling within the initial request for service disconnection and the reinstatement date of service.
        2) A new deposit fee
        3) A reconnection fee

4. INVOLUNTARY DISCONTINUANCE OF SERVICE
    a) The District may discontinue utility service for any one of the following reasons:

(1) Failure of the customer to pay bills for utility service as required in the Billing Information Section of this policy.
(2) Failure of the customer to pay deposits as required as required in the Customer Deposits Section of this policy. Upon discovery of meter tampering including bypassing the meter or altering its function.
(3) Failure of the customer to permit District employees access to their meters at all reasonable hours. Locked gates, loose dogs, parking cars over meters, etc. are violations of District policy.
(4) Use of water for unlawful reasons.
(5) Discovery of a condition which is determined to be hazardous or unsafe.
(6) Failure to hook up to sewer services when available.

b) Federal laws regarding bankruptcy require that the District not alter, refuse or disconnect service based solely on the basis of the beginning of bankruptcy proceedings or on the customer's failure to pay for bankruptcy service, when a petition for bankruptcy has been filed. However, a utility may terminate bankrupt debtor's service if it is not provided assurance of payment (a deposit or other security) for future services within20-days after the date of the order for relief. If the debtor gives adequate assurance of future payment for services, the utility may not terminate the debtor's utility service for prepetition debts.

B. RECONNECTION

When it becomes necessary for the District to discontinue service for any of the reasons listed above, service will be restored after the following occurs:

First Time Offense in 12 calendar months:
a) Payment of all bills due the District
b) Payment of late fee and service fee
c) Any material and labor cost incurred by the District

Second+ Offense in 12 calendar months:
a) Payment of all bills due the District
b) Payment of late fee and service fee
c) Payment of additional service fee of $50
d) Any material and labor cost incurred by the District

V. CONSTRUCTION AND METERING GUIDELINES

A. MINIMUM PLUMBING REQUIREMENTS

1. The customer must meet all Plumbing (N.C. Department of Environment, Health and Natural Resources), other codes and safety standards, prior to connection to the District's utility system. An inspection certificate may be required before service is begun.

2. Temporary service on a premises may be available provided the service is for a fixed time period and approved by the Field Manager.

B. METER LOCATION

Upon application for service, customers will be given a flag to place in the ground, at their desired location, which must be accessible to the District's employees, and on the state right of way.

C. METERING

1. Meters which measure utility service are highly accurate instruments of measurement with expected life span that exceeds 40-years. In very few circumstances are these meters measuring incorrectly. District utility employees would prefer to assist each customer in determining extraordinary usage, but will test any meter upon request. A customer requesting a meter test should contact the District Office.
2. A water meter may be tested once in a 12-month period at the request of the customer. If the test shows the meter to be inaccurate (plus or minus 2-percent), adjustments may be made, and the customer will not be charged for the test. However, if the test shows the meter to be accurate, there may be a $50.00 charge to the customer.

D. METER READING

1. The District's meters will be read by District employees, according to the District’s schedule. Reading dates will vary slightly from month-to-month due to weekends, holidays, weather conditions, and other factors.
2. If meter reading corrections are necessary, the District will promptly make them, and a credit due to a customer from a meter reading error will be posted to the customer's account.

E. LINE EXTENSIONS

The District strives to design, install, operate, and maintain the water distribution system in compliance with good engineering and operating practices which are economically feasible to the District.

F. SERVICE INTERRUPTIONS

1. The District will make all reasonable efforts to provide continuous and uninterrupted service, but cannot be liable for loss or damage (direct or consequential) caused by any failure to supply utilities or by an interruption.
2. Prolonged service interruptions due to maintenance and construction may sometime be necessary.

G. PROPERTY OWNED BY THE DISTRICT

All meters and other equipment furnished by the District will be the property of the District. Damages to this equipment which arises from neglect, vandalism, and/or use of the cut off head by the customer to turn the water on/off on the part of the customer will be the financial responsibility of the customer.

H. THE DISTRICT'S RESPONSE TO A CUSTOMER CUTTING ON/OFF UTILITY SERVICE

1. It is unlawful for anyone other than a District agent to cut on or off utility service (water or sewer).
2. A service charge will be billed to anyone violating this policy to recover the District's cost for investigating the complaint and/or repair/replacement of equipment.

I. THE DISTRICT'S RESPONSE TO METERTAMPERING

1. Tampering with a meter or bypassing a meter is the same as stealing.
2. The aggressive enforcement of this policy is required by the large majority of good paying customers who would be financially burdened with paying for the stolen services. The District will call for the prosecution of cases of meter tampering, water theft and fraud to the fullest extent of the law. Tampering with water meters is prohibited by North Carolina General Statues 14-159-1, and North Carolina General Statues 14-151-1.
3. A service charge representing the District's cost for the investigation and processing of a meter tampering case will be billed to the customer who benefited from the tampering. Any damage to these devices will be paid by the customer.

VI. SEWER POLICY

NEW INSTALLATIONS

1) The property owner must, in order to receive sewer services, apply for and obtain a customer account with the District and pay the necessary tap, deposit, and membership fees (see rate schedule).
2) The property owner must sign the right of ingress/egress form before any work will be completed by the District.
3) The property owner must purchase the tank, pump, and the electrical control panel box, through the District. The District will provide the customer with the tank and pump specifications that are required by the District.
4) The property owner must install the tank and the electrical control panel box, and complete the electrical and plumbing work as per the District’s “Residential Grinder System Procedures”. This procedure will be supplied to the owner by request and at no charge.
5) The District will provide an inspection during the tank installation to help insure that the tank was installed per manufacturer’s specifications. (This inspection is provided solely as a courtesy to the customer with the intent of helping the

customer receive the manufacturer's warranty as the result of strict adherence to the manufacturer's installation guidelines.)

6) The District will install the pump following the property owner's completion of the "Residential Grinder System Procedures."
7) The District will provide the tap on its sewer collection system main line.
8) The District will provide all **NORMAL** maintenance (see Using Your Wastewater System) to the pump and electrical control panel box. **The District will not be responsible for the tank or for repairs to the customer's service line.** (The service line is the discharge which line runs from the tank to the connection tap on the District's sewer collection system line.)

Non-standard systems will be handled on a case-by-case basis.

EXISTING PUMPS

- The District will provide all **NORMAL** maintenance (see Using Your Wastewater System) for the pump and electrical control panel. (The District will not be responsible for the tank or for repairs to the customer's service line from the tank to the connection at the District's sewer collection system line.)
- The property owner will be responsible for all costs incurred when his/her tank must be pumped out to allow maintenance to be performed by District staff.

VII. Customer Account Delinquency and Write-Off Procedure

Purpose

This policy establishes the procedures for managing delinquent customer accounts, assessing late fees, handling service disconnections, closing unpaid accounts, and processing year-end bad debt write-offs.

1. Billing and Due Dates

- Customer bills are issued monthly and are **due on the 21st of each month**.
- Accounts not paid by the due date will have a **late fee** added in accordance with the District's fee schedule.

2. Past Due Balances

- Any unpaid balance after the 21st becomes **past due**.
- Past due balances must be paid in full by the **10th of the following month**.

3. Service Disconnection

- Accounts with unpaid past due balances after the 10th of the following month are subject to disconnection of service.
- Once an account becomes eligible for disconnection, a service fee is added to the account in accordance with the District's fee schedule.

- A disconnection procedure will be followed as required by District policy and applicable regulations.

4. Account Closure and Deposit Application

- If payment is **not made by the end of the month following disconnection**, the account will be **closed**.
- Upon closure, the customer's **deposit is applied** to the outstanding balance.
- Any remaining unpaid balance after the deposit is applied will be carried as an amount owed by the customer.

5. Re-establishing Service

- If a customer attempts to re-establish service after their account has been closed:
    - A **new deposit** is required based on current deposit policy.
    - The customer must pay **any remaining balance** owed on the previously closed account before service can be restored.

6. Year-End Review and Write-Off Eligibility

- At the end of each fiscal year, staff will generate a **Write-off Eligible Report** listing closed accounts that still have outstanding balances and have made **no payment activity** since closure.
- The **General Manager** will review and approve the Write-off Eligible Report.
- Once approved, the listed outstanding balances will be **written off** as bad debt in accordance with accounting procedures.

7. Recovery of Written-Off Accounts

- Balances written off from closed accounts remain owed by the customer and may be collected if the customer later seeks new service or if other collection efforts are undertaken.
- Written-off balances do not eliminate the customer's responsibility to pay overdue amounts.

8. Flat Sewer Account Balances

- Flat Sewer charges are **no longer billed**.
- Accounts with outstanding Flat Sewer balances will be **written off Accounts Receivable** when they are deemed **uncollectible at the discretion of the General Manager**.