

**Town of Wellston  
Wellston Public Works Authority**

**Policies and Procedures Manual**

**July 1, 2022**

Revised 07/01/2022

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These policies and procedures for the utilities department provide for the control and operations of the department and have been approved by the WELLSTON PUBLIC WORKS AUTHORITY(WPWA) Board.

## **A1. Definitions:**

**Bill** – Shall refer to the monthly statement of account, payable as rendered on a regularly designated date to each customer.

**Billing Period** – The billing period may be referred to as “month” or “billing month”. The intent is to represent a period or approximately thirty (30) days between regular meter readings irrespective calendar months.

**Customer** – An individual, firm, or corporation at the single address or location receiving one class of service and one kind of commodity.

**Department** – WELLSTON PUBLIC WORKS AUTHORITY (WPWA)

**Disconnect** – Permanent

**Utility/Billing Clerk** – Shall pertain to the person responsible for the administration of the WELLSTON PUBLIC WORKS AUTHORITY utilities.

**Meter Deposit** – The meter deposit shall be the amount of money or security required by the department to be deposited by the customer to guarantee payment of bills for service rendered.

**Rate/Rate Schedule** – This shall mean the rates published by WPWA which applies to the commodity being considered.

**Shut Off for Non-Pay** – A temporary interruption of service until current bill is paid in full, including fees.

**Utility Department** – The utility department shall mean the WELLSTON PUBLIC WORKS AUTHORITY which is comprised of the administration, water, and wastewater division, and garbage service, wherever in these regulations the word department is used, it shall mean the utility department.

## **A2. Application for Service**

Every customer, before obtaining service, will be required to execute a written application upon the department standard form providing for service at the rates they enforce and shall be governed by the current policies and procedures of the department.

The proper application for service when made by the customer and accepted by the department shall constitute a contract.

All applications for service shall be in the true name(s) of the party(ies) listed on the rental agreement or deed who will be using the service. In case of any violation of this provision, the department may discontinue service to such customer immediately.

## 1. WPWA Utility Application Procedure

### a. New Customer

- i. Fill out and sign a utility application. (Residential or commercial accordingly)
- ii. A copy of deed or rental agreement.
- ii. The Applicant must present a valid driver's license or State/Federal issue photo ID. A copy is made and placed with the utility application. If the account is a joint account, a copy of both applicant's driver's license or State/Federal issue photo IDs will be required.
- iii. A signature is required on all applications. If requesting a joint account, both applicants must sign the application. Any signature not signed in front of a WPWA employee must be notarized.
- iv. The required deposits must be paid in full.
- v. Applications and copies are filed in the utility office.

### b. Existing Customer Moving to a New Address

- i. Customer must complete new application, along with new rental agreement or deed.
- ii. Customer must pay \$50.00 transfer fee and bring deposit to current rate.
- iii. As long as they are turning off the service of the old property within 3 business days, the deposit is transferred to the new account.
- iv. If they wish to keep the old service on longer, they are required to put up a new deposit on the new account. The deposit on the old account will be applied to the final bill and any credit refunded once the service is closed out.

### c. Change of Address or Other Contact Information

If a customer wishes to change the information on their account, such as phone number &/or mailing address:

- i. If the customer calls in:
  1. The customer is asked for the account number.
  2. If they don't know or have the account number, they are asked for the name the account is under.

3. They are asked questions regarding the account that would not be found in a lost or stolen wallet, such as last payment amount on the account or the last billed amount, any co-applicant listed on the account, as well as identifying information such as a social security number.
  4. Once confident with the identification of the caller, the changes will be made to the account.
- ii. If the request is received in the mail:
1. The signature on the letter is verified against the signature on the application.
  2. Or the customer is contacted utilizing the contact information on record.
  3. Once verified, the changes will be made to the account.

### **A3. Meters**

The water department will run its service and set a meter box. Location of the meter box will be determined by the utility department depending on the size of the meter to be installed and the department supply lines. Appropriate charges will be paid by the customer as outlined in the service charge section of this manual.

The water department reserves the right to determine the size and designate the location of the water meter.

### **A4. Connect and Disconnect Service**

Whenever an application for service has been accepted by the billing office, the service will be turned on with payment of deposits and/or a transfer fee.

This service is performed only upon the instruction of and in the presence of the customer, or authorized agent. It shall be the consumers' responsibility to see that all water piping, plumbing fixtures, and apparatus are in good condition.

Employees of the department shall have the right to enter upon all premises served by said department for the purpose of reading meters, connections or plumbing in order to ascertain whether or not all utilities are being properly metered and for any purpose that may be necessary to maintain proper service. This only includes the portion up to and including the meter. Any and all lines after the meter are the responsibility of the customer.

Water service shall be discontinued for any customer wanting to discontinue the service upon request made to the office by the customer on the account.

The department does not assume any liability or responsibility for loss of water or damage to property caused by open or defective piping or freezing, etc. for discontinuance of water.

## **A5. Denial of Service to a Customer**

Service may be refused to a customer when there remains an unpaid account for service previously provided. The department shall not be required to provide service to an applicant who uses an alias, trade name, business name or the name of a relative or other person as a devise to escape payment of an unpaid obligation. Utility service shall be denied or discontinued for any person, persons, groups or businesses who have any delinquent account(s) and are a recipient, beneficiary, or consumer of commodity, whether or not such account is under another name.

A new tenant of a rental property will be denied service, if a service location has a known leak, until the landlord presents proof of repairs.

No person, persons, groups or businesses can move from one location, with an unpaid bill, and have service connected in a new location. If any person has a delinquent account, they shall be required to pay the bill in full.

## **A6. Notification of Deceased Customer**

If the deceased was the Primary Account Holder:

Contract of deceased customer is null and void. After notification of death, a relative's power of attorney becomes null and void. The personal representative of the estate has the obligation to take care of the account. WPWA will require a copy of the death certificate, or court papers showing a court appointed representative, if it applies. In either situation, the WPWA utility Department will need new contact information and billing address for the personal representative within 90 days (This will be handled as a name change only). If the personal representative is not willing to do this, the department will disconnect the service until all charges are paid in full. No service will be set at this address until previous owner's (deceased) account is paid in full, unless the property has been sold or transferred to a new customer.

If there is a surviving spouse or other surviving occupant listed on the account:

If other person(s) are signatories on the account, then said person(s) are required to update the account by providing proof of death-by-death certificate or obituary and updating all contact information. If other person(s) are not signatories on the account but show proof of award of the property to them by official Court Documents, it can be handled as a name change only. If the other person(s) are not signatories on the account and have no official court documentation, then said person(s) are required to fill out a new application and required to put up new deposits. The existing deposit will be applied to the account, and a refund check, if any, will be issued in the name of the deceased occupant and can be handled by the estate. If a remaining bill is owed after the deposit is applied, it will be mailed, and can be handled by the estate as well.

## **A7. Meter Tampering**

In case of bypassing, or a meter that has been shut off for non-pay or any other reason by WPWA and is found to have been turned on by someone other than a WPWA authorized personnel, a complaint shall be signed by WPWA manager or their authorized agent against the party responsible, and a \$250.00 tamper fee is be applied to each meter per incident. Further violation of meter tampering will result in permanent removal of meter and disconnection of account.

“TAMPER” shall include, but not be limited to, attaching any piper, wire or other conduit or thing onto any utility or to turn on or off any such service, break or deface.

## **A8. Removal of Meters**

All meters shall remain the property of the department and may be removed from the customer’s premises at any time without notice for the purpose of testing or repairing the same or upon discontinuance of the service.

WPWA reserves the right to suspend delivery of water at any time without notice for the purpose of making repairs or extensions and WPWA shall not be liable for damages because of such interruption of service.

Upon discovery of any unlawful act by any customer, his agency or employee herein prohibited, or upon failure to comply with any of the policies and procedures of WPWA, such service will be discontinued, and applicable fees applied.

## **A9. Notification of Inaccessible Meter**

A notice will be hung on the door, informing the customer of the reason the meter was not read and if the problem is not corrected before next reading cycle, service will be disconnected. Also, if not corrected within a certain time frame, anything obstructing the reading of the meter will be removed at the expense of the customer.

## **A10. Customer Responsibility for Meter**

The customer shall be held responsible for any damage done to meters installed on their premises whether such damage is caused by malicious intent, or any other cause, except ordinary wear and tear. This includes the customer turning the meter on/off by themselves.

No customer or other persons shall repair or remove any meter or break any seal without authority from the utility department, nor tamper with or interfere with the operation of any meter.



#### **A11. Inspection of Department's Property**

WPWA shall have the right to enter upon the premises of the consumer at all reasonable and ordinary hours for the purpose of inspecting, testing, repairing, removing, or exchanging all equipment belonging to WPWA and used in connection with its water or sewer service, and removing its property on the termination of the contract and agreement, or the discontinuance of service for any cause whatsoever.

#### **A12. Statement for Service Rendered**

A statement (monthly bill) shall be mailed to each consumer or to such person as they shall direct once a month for service rendered the previous month. The statement shall show meter readings, consumption, due date (15<sup>th</sup>), and net charges. The failure of any customer to receive a statement for any utility charges provided for in this article shall not excuse the customer from their obligation to pay such charges within the time specified in this article.

#### **A13. Discontinuance of Service for Failure to Pay**

It shall be the duty of the utility clerk or their designee to cause any utility furnished to any person to be disconnected and discontinued without further notice, if such person shall fail, refuse, or neglect to pay. The utility clerk or their designee shall, at the time of making such disconnection and discontinuance, compute the amount due WPWA with the penalty thereon, and shall credit the account with any moneys, credit, or deposit in the hands of WPWA deposited with any such persons as a meter deposit. If, therefore, any such person shall request WPWA to furnish him the public utility that has been discontinued or disconnected, before being connected with such public utility, such person shall pay all charges in arrears to WPWA for making such connection and shall deposit such additional sum as a meter deposit as is required by WPWA. After a customer has had discontinuance due to failure to pay and had deposits applied and the account closed out, the customer will be required to put up the amount of the regular stipulated deposit amount. If no attempt is made to bring the account current and restart service, the collections procedures in A21 will apply.

#### **A14. Delinquent Payment Charge**

All accounts for water, trash and sewer furnished by WPWA shall be due and payable monthly on or before the due date printed on the customer bill (15<sup>th</sup>). A delinquent payment charge of ten percent (10%) shall be added to the statement, to reflect the amount due after the due date. An additional \$10.00 penalty after the 20<sup>th</sup>. Service disconnected after the 25<sup>th</sup> and a \$50.00 Reconnect Fee will be charged.

The department reserves the right to refuse service to a customer at any address until all delinquent bills of such customer for trash, water, and sewer services are paid.

## **A15. Temporary Services**

When a consumer requests the department can do a courtesy turn on for up to 3 days to check for leaks, testing(i.e. a realtor needing to test services in a house for sale, landlord inspection).

## **A16. Charge for Moving Facilities**

When a consumer requests the department move any of its facilities for the benefit of the customer, all the charges for the work shall be assumed by the customer requesting the move.

## **A17. Meter Deposits – Security Deposits**

All new customer applications for trash, sewer, and water service have the following security deposit requirements according to Town ordinance.

### **1. Rental Deposits**

- a. If the utilities are to be kept in the landlord's name, the landlord must put up the deposit.
- b. If the utilities are to be in the tenant's name, the tenant must put up the deposit.
- c. A landlord is required to have a deposit for each active property in their name.
- d. If the tenant moves out and leaves a balance being owed, even after the deposit has been applied, it will follow the same collection policy as all other utility billing, as set out in section A21.

### **2. Divorce**

In case of Divorce, the following is required:

- a. The party who is awarded the property must bring in the divorce decree to have the property either placed in their name, or to remove the co-applicant, whichever the case may be.
- b. If the award is to the co-applicant, they must fill out a utility application and follow the new account procedures. A copy of the divorce decree is filed with the application.
- c. If the award is to the primary applicant, the co-applicant information is removed from the account. The primary applicant is asked to fill out another application with all update information.
- d. It is noted on the application it was a transfer due to divorce.

Security deposits will be refunded to the customer by the utility billing office manager whenever the service is discontinued. Any amount due, including unpaid services or damaged meters, except by ordinary wear, will be deducted from the deposit before any refund.

### **A18. Returned Checks: Service Charge and Collection**

Checks and Automated Payments that are returned by the bank as insufficient shall be assessed a service charge of \$35.00. This charge is made for all checks/automated payments that are returned for whatever the reason might be. The procedure that will be followed is:

1. A notice is created for the customer stating the amount that must be paid (check amount plus the service charge) in cash, money order or debit/credit card within 24 hours or the utility meter(s) will be disconnected.
2. If no response is made by the customer within three (3) days, all utilities will be shut off in the same manner as customary for non-payment of utility bill and disconnection of account will occur.
3. Once a customer has three (3) checks returned, for any reason, their account is operated on a cash or credit/debit card only basis.

### **A19. Payment Options**

A customer may pay their utility bill in the following ways:

1. Payment in person or place in outside Drop Box at City Hall, 211 Cedar St. Wellston, OK. 74881.
  - a. Cash (exact change only)-any overage will be credited to the next month's bill
  - b. Personal Check – unless otherwise noted on the account
  - c. Money Order/ Cashier's Check
  - d. Credit or Debit card – additional fees apply
2. Payment by Mail - WPWA P.O Box 353 Wellston, OK 74881.
  - a. Personal Check – unless otherwise noted on the account
  - b. Money Order/ Cashier's Check
3. Online or by phone at [www.wellstonok.gov](http://www.wellstonok.gov) or 405-365-2476
  - a. Credit or Debit card – additional fees apply

## **A20. Shut Off for Non-Pay**

WPWA mails out bills on the 1<sup>st</sup> with the due date being the 15<sup>th</sup>, on 16<sup>th</sup> a 10% late fee is applied to any unpaid balance. After the 20<sup>th</sup> a \$10.00 penalty will be applied. Bills not paid by the 25<sup>th</sup>, and do not have payment arrangement in place, will be shut off for non-payment, and a \$50.00 service charge applied.

Shut offs due to non-payment are done on the 25<sup>th</sup> of each month. If the 25<sup>th</sup> falls on Friday, weekend or holiday, shutoffs are done the next business day.

**No other contact will be made except the mailing of the regular bill. Failure of any customer to receive the bill for any utility charges provided for in this article shall not excuse the customer from their obligation to pay such charges within the time specified in this article.**

If no payment or payment arrangement is made prior to the disconnect date (25<sup>th</sup>), utilities will be automatically scheduled for shut off with a service charge being added to the amount due. Service cannot be restored until the account is paid in full plus the service charge.

### **1. Payment Arrangement**

- a. Customer may request to be placed on a payment contract, which must be signed in person prior to the 25<sup>th</sup>.
- b. Payment Contract allowed 1(one) per quarter.
- c. Failed Payment Arrangements will be worked with the regular non-pays.
  - i. No notice will be given before shut-off.
- d. Payment arrangements do not exclude the account from accruing late charges.
- e. Payment Contracts
  - ii. Must be approved by Utility Clerk. All contracts must have initial payment with the remaining balance broken up over no more than 3 months. This will be in addition to the regular bill being paid in full when it's due. No additional arrangements until contract is completed.

### **2. Shut-Off for Non-Pay Procedure Timing:**

- a. Shut-off for non-pay will be made only during regular business hours.

- b. Shut-off for non-pay will be made Monday through Thursday only, but not on the day before a holiday, or if temperatures forecasted below freezing overnight.
- c. Allow sufficient time prior to shut-off for non-pay to credit any payments received prior to the disconnect date. Payments made for reconnect on 25<sup>th</sup> for services will be restored same day. Payments made after 3pm on 26<sup>th</sup> or beyond will be turned on next business day, with exception of Friday or holiday.

### **3. Hanger Notice of Shut-Off for Non-Pay**

- a. To be left at each address where services are shut off for non-pay.
- b. Contents:
  - 1. Account number and address.
  - 2. Notice that service has been shut off for non-pay.
  - 3. Balance due including all service charges.

### **A21. Collection Policy for Department of Utilities Billing Office**

Meters for disconnected accounts are read on the customer specified date in order to obtain readings for the final bill. Final account bills are processed and mailed along with the standard billings for the customers corresponding cycle. If the final bill is not settled by the due date, late fees will be assessed. Once a closed account shows up on our aging report as 2 months past due, we reserve the right to send their account to our Collection processor. Customers are responsible for all collection agency or court fees.

This collection policy also applies to any accounts that have been shut off for non-pay and have not been brought current.

### **B1. Utility Dispute Procedure**

- 1. If a customer comes in with a dispute regarding their utility bill, the following process will be taken:
  - a. Customer shall notify the WPWA Clerk if there is a problem with their utility bill within ten (10) working days of the due date printed on the disputed bill.
  - b. The clerk will review and research the disputed bill, if a billing calculation error is found, it will be corrected immediately.

- c. If a re-read is necessary, it will be done within 24 hours of the notice. The meter reader will check the working condition of the meter at the time of the re-read.
- d. If the re-read shows an error was made or the meter was not working properly, the reading and/or meter will be changed, and the bill will be adjusted accordingly.
- e. If the re-read shows the original reading was correct and the meter was working properly, no adjustment will be made.
- f. The customer may request a company specializing in such testing, check the meter for accuracy. If testing shows the meter is working accurately, the customer shall pay the cost of the testing. If the meter is not working accurately, WPWA will pay the cost of testing.
- g. After researching the disputed bill, the Utility Clerk and Town Administrator shall decide within five (5) working days after receipt of the complaint and supporting documentation. If the customer is not satisfied with the decision, a written request may be submitted to have the disputed bill presented to the WPWA Board of Trustees. Upon receipt of a written request, the Town Clerk will place the matter on the agenda for the next regular scheduled WPWA meeting. The written request must be received within ten (10) days of the initial decision, or the Town Administrator's decision is final.
- h. Upon review of information provided by the customer and staff, the WPWA board will decide regarding the disputed bill. The WPWA board's decision is final.

## **C1. Water Policies**

### **1. Water Main Extensions**

Main water line extensions will be determined by the WPWA. Water main lines will be installed by the developer or property owners and must be installed per DEQ requirements and any applicable permit fees. After inspection for proper installation, WPWA accepts ownership and maintenance. WPWA will not accept lines outside WPWA limits but may sell the water at a meter located within WPWA limits. Any exceptions will require Administration and/or Board approval.

### **2. Water Meter Taps**

Developer, contractor or property owner will provide information as to grade and location of water meter tile before WPWA will make a tap. If the developer or

contractor gives the wrong elevation of final grade information, they will be charged at Town's cost for raising or lowering the meter can.

### **3. Water Line Extension Charge**

When department funds are used to extend water lines (mains), a connect charge will be assessed for each connection to that specific section of line.

### **4. WPWA Line Extension Exemption Policy**

All line extension exemptions shall be required to have WPWA Board approval and all applicable DEQ permits and fees. When permit is approved by DEQ and all easements needed are in place, customer may install said line extension per DEQ and WPWA specifications and regulations. All labor, materials and other appurtenances required to install the line extension shall be at the customer's expense. After line is installed and inspected by WPWA, tested and required sufficiency certifications will be filed, then WPWA will accept ownership and responsibility for operation and maintenance of said line extension. At that time, customer taps may be installed per WPWA meter tap policies. All fees shall be paid prior to installation of meters.

### **5. Water Leak Policy**

A customer experiencing a water leak may be granted an adjustment on their water charge provided:

- a. If a rental property, and a leak is known to be at that location, WPWA will not allow another tenant to set up service until the landlord presents proof of repairs.
- b. Customer requests an adjustment.

The water charge adjustment is to be made based on those amounts of water in the billing period more than normal average water consumption over a one (1) month period, the highest bill. The water adjustment will be the average of the last three (3) months water charges prior to the leak. A Water Adjustment can only be given once per 12-month period.

### **6. Water Meter Installation Procedure**

- a. Pay Tap Fees and Deposits as per Town Resolution. If not paid by the arranged installation date, the meter will not be set. All fees must be paid prior to the installation.
- b. Arrange for your contractor to contact the Utility personnel @

405-356-2476 to schedule a date for new service to be installed.

- c. There is a minimum of ten (10) days' notice required for new service installs. Every effort will be made to do the installation within these ten (10) days. However, occasionally emergency situations arise which would make this impossible.
- d. Customers, getting new service after 07/01/2022, are required to install a shut-off valve in their service line, after the meter and outside the meter can. This will allow the customer to turn on and off their water, without having to use the meter yoke valve.

## **7. Bulk Water**

- a. If a consumer is requesting bulk water, they will need to come to Town Hall during business hours to set up an account and pay an annual deposit of \$75.00, that will include their first 1000 gallons. After that it is \$20.00 per every thousand gallons.

## **C2. Wastewater Policies**

### **1. Sewer Charge Adjustments – Leaks**

Sewer charge adjustments for leaks for going into the sanitary sewer: A customer experiencing a water leak may be granted an adjustment on their sewer charge provided:

- a. Customer requests an adjustment.
- b. The water, because of the leak, did not enter the sanitary sewer system.

The sewer charge adjustment is to be made based on those amounts of water in the billing period more than normal average water consumption over a one (1) month period, the highest bill. The sewer adjustment will be the average of the last three (3) months sewer charges prior to the leak. A Sewer Adjustment can only be given once per 12-month period.

### **2. Sanitary Sewer Tap Guidelines**

No unmetered water or any surface drainage will be allowed to enter the sanitary sewer system. The approval of an application and the issuance of a permit does not legalize nor authorize any work which is not in compliance with the Code of the Town of Wellston or WPA Sanitary regulations.



- a. The sewer tap must be made by The Town of Wellston, WPWA or a licensed plumber and inspected by WPWA.
- b. Whoever does the sewer tap, WPWA or the licensed plumber is responsible for digging and uncovering the main line and covering up.
- c. The tap shall be no closer than 3 ft. from a manhole
- d. Tap must be at a 45-degree angle on the main.
- e. If the tap is made over the weekend, the ditch will be left open or will be dug up at the expense of the homeowner to be inspected.
- f. Trench excavation must meet FEDERAL SAFETY REQUIREMENTS.
- g. Authority collection system made outside WPWA limits shall require the approval of the WPWA Director or Town Administrator.

### **3. Sewer Main Extension Policy**

- a. Sanitary Sewer Connections inside Town limits
  - i. Main sewer extensions will be a minimum of eight (8”) inch diameter pipe.
  - ii. Sewer main lines will be installed by the developer or property owners per DEQ requirements and any applicable permit fees.
  - iii. After inspection for proper installation, Town accepts ownership and maintenance.

**Town of Wellston**  
**Wellston Public Works Authority**  
**Agreement for Payment Contract**

I hereby acknowledge that my account for utility services with the Wellston Public Works Authority has an outstanding delinquent balance in the amount of \$\_\_\_\_\_. In order to continue to receive utility service, I hereby pay \$\_\_\_\_\_ and agree to make payments of:

\$\_\_\_\_\_ plus current bill for the next \_\_\_\_\_ months.

I understand that, if I fail to make payments as agreed, herein, department may, at its option, declare this agreement null and void and begin proceedings to terminate my utility service within a reasonable time.

It is further understood that any payment made under this agreement is in addition to my regular utility bill and nothing herein relieves me from my obligation to pay in full any such bill as it comes due.

It is further understood that this payment arrangement does not exclude the account from any late fees.

Approved by:

\_\_\_\_\_  
Utility Clerk

\_\_\_\_\_  
Date

\_\_\_\_\_  
Customer

\_\_\_\_\_  
Date