



City of Bristol, Tennessee Utility Billing Policy & Procedure Manual

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These policies and procedures for the Finance Department provide for the control and operations of the utility billing portion of the department and have been approved by the City of Bristol, Tennessee City Council on March 5, 2019.

A1. **Definitions:**

Bill – Shall refer to the monthly statement of account that is 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 of approximately thirty (30) days between regular meter readings irrespective of calendar months.

City Manager – Shall pertain to the person responsible for the administration of the City of Bristol, Tennessee utilities.

Commercial – An account of a profit motivated or nonresidential entity, such as a church, rv or trailer park, multi-family rental property, etc.

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

Department – City of Bristol, Tennessee Finance Department.

Disconnect – Permanent stoppage of all utilities.

Rate/Rate Schedule – This shall mean the rates published by the City ordinance which applies to the service or commodity being considered.

Deposit – The amount of money or security required by the department to be paid by the customer to guarantee payment of bills for service rendered.

Disconnection for Non-Payment – A temporary interruption of service until current bill is paid in full.

Residential – An account of a residential nature meaning family or individual lodging for personal use.

Termination for Non-Payment – A permanent interruption of service. To establish service again will require a new connection account.

Utility Department – City of Bristol, Tennessee Development Services Department’s Utilities Services Division.

Utility Services – Water, sewer, solid waste, and stormwater services provided and available at service location.

A2. **Application for Service:**

Only owner or lessee can apply and must have an interest in the property. This can be shown by the following documentation: sales contract, settlement statement, or deed for the service address shall be provided for owner(s) of residential or commercial property. If a commercial property owner is unable to provide the required documentation, the Finance Director or Customer Service Manager can determine if the support that is available is sufficient to establish service. A rental agreement, lease agreement, or rent receipt (with confirmation for hand written receipts with the landlord) shall be provided for the renter or lessee of residential or commercial property. The people or business listed on these forms of documentation are the only people or entities able to establish service. Two forms of identification including one photo identification are required to establish service for residential service. The photo identification should be a driver's license, military identification, or State/Federal issued identification. The other form of identification is preferred to be a social security card. The social security number is required for collection purposes. A taxpayer identification number is required to establish service for commercial accounts. A sole proprietorship can provide a social security number to establish service as their taxpayer identification number.

The connection work order for service shall constitute a contract when signed by the customer and accepted by the department.

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

Utility New Account Procedure

I. New Customer

1. The applicant must present their driver's license, military identification, or State/Federal issued identification. If the account is a joint account, a copy of driver's license, military identification, or State/Federal issue photo identifications will be required from all parties.
2. If it is a tax exempt customer, a copy of their sales tax exempt certificate must be obtained and maintained on file to apply the tax exempt status.
3. A signature is required on all service work orders. If requesting a joint account, both applicants must sign the service work order.
4. Any required deposits must be paid.
5. The service work order is to be completed and filed accordingly by the department.

II. Existing Customer Moving to a New Address

1. Information on the customer on file is verified. If inaccurate, information is updated accordingly.
2. If they wish to keep the old service on until a future date, any outstanding balance will be paid and any credit refunded once the service is finalized out.

III. Change of Address or Other Contact Information

Customer may change the information on their account, such as phone number or mailing address:

If the customer calls in:

1. The customer is asked for the account number.
2. If they do not 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 department representative is confident with the identification of the caller, the changes will be made to the account.

If the request is received in the mail, fax, email, or via website:

1. The social security number or date of birth is compared to account information or the customer is contacted utilizing the contact information on record.
2. Once verified, the changes will be made to the account.

A3. Connection and Disconnection of Service:

Whenever a service work order for service has been accepted by the billing office, the service will be turned on with payment of any required deposits and a non-refundable service fee.

This service is performed only upon the instruction of and for the convenience 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 utility department shall have the right to enter upon all premises served by said department for the purpose of reading meters, checking connections, or checking plumbing in order to ascertain whether or not all utilities are being properly metered, or for any other 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 wishing 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. on the discontinuance of water service.

A4. Denial of Service to a Customer:

Service may be refused to a customer when there remains an unpaid account for services previously provided to the same address. 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 means to escape payment of an unpaid obligation.

Service may be denied to any new account determined to have a running meter upon connection of service by the serviceman. Upon evidence that the property has been repaired, the services will then be connected.

A5. Notification of Deceased Customer:

If the deceased was the primary account holder:

The account of a deceased customer terminates on the date that the City is notified of death. After notification of death, a relative's power of attorney becomes null and void. The personal representative of the estate has the obligation to pay any final billing. The City will require a copy of the death certificate, or court papers showing a court appointed representative, if it applies. In either situation, the City will need a new contact information and billing address for the personal representative (this will be handled as a name change only). If the personal representative of the estate 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 the existing account balance shows a credit, a refund check will be issued in the name of the deceased occupant and sent to the estate. If a remaining bill is owed, it will be mailed to the estate to also be handled.

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

If another person(s) is a signatory on the account, then said person(s) is required to update the account by providing proof of death by death certificate or obituary, and updating all contact information. If another person is not a signatory on the account, but can 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 apply for new service and required to pay any required deposits.

A6. Notification of Divorce:

In the case of a divorce:

1. The party who is awarded the property must bring in the divorce decree to have the account either placed in their name, or to remove the co-applicant, whichever the case may be.
2. If the award is to the primary applicant, the co-applicant information is removed from the account.
3. If the party who is awarded the property is not on the account or on the property register, the applicant will be required to set up a new account with any deposits and service fees, if applicable.

A7. Seasonal Customers:

A customer may enter into a seasonal customer agreement if they wish to discontinue either/both water and sewer services for at least sixty (60) days at the service location. A reconnect fee must be paid to reestablish service. However, the customer will be able to call to have services reestablished. Solid waste and stormwater services cannot be suspended.

A8. Tampering:

Upon discovery of any tampering by any customer, his agent or employee herein prohibited, or upon failure to comply with any of the policies and procedures of the City, service will be discontinued.

The complaint will then be handled by the City's Police Department or Sullivan County Tennessee's Sheriff's Department accordingly.

"TAMPER" shall include, but not limited to, attaching any pipe, wire or other conduit or thing onto any utility, cutting a lock off of a meter, or disconnecting automatic meter reading equipment.

A9. Removal of Meters:

All meters shall remain the property of the utility 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.

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

A10. Notification of Inaccessible Meter:

If a meter reader does not have access to obtain a reading, the reading may be estimated based on past consumption. A notice will be hung on the door informing the customer of the reason the meter was not read. If the problem is not corrected timely, a serviceman will return to read the meter accompanied by a member of the Police Department to assist in gaining access.

A11. 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 fire, water, malicious intent, or any other cause, except ordinary wear and tear. This includes the customer turning the meter on/off 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.

A12. Estimated Bills:

If any meter shall stop, or for any reason fail to register properly, or upon failure to read the meter, the department shall estimate the monthly bill. The estimate will be based on the average of the previous twelve month's consumption. This is subject to change, depending on the utility software capabilities.

A13. Inspection of City's Property:

The City 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 or appliances belonging to the City and used in connection with its water and sewer, service, and removing its property on the termination of the contract and agreement, or the discontinuance of service for any cause whatsoever.

A14. Bill for Services Rendered:

A bill shall be mailed to each consumer, or to such person as they shall direct, once a month for service rendered the preceding month. The statement shall show meter readings, consumption, and net charges. No bill will be rendered for less than the minimum charge. The failure of any customer to receive a 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.

A15. Termination of Account for Failure to Pay:

It shall be the duty of the Finance Director, Customer Service Manager, or his/her designee to cause any utility furnished to any person to be terminated without further notice, if such person shall fail, refuse, or neglect to pay therefor on or before thirty (30) days following the disconnect date.

The Finance Director, Customer Service Manager, or his/her designee shall, at the time of making such termination, compute the amount due to the City, with the penalty thereon, and shall credit the account with any funds or deposit in the hands of the City. After a customer has had a termination due to failure to pay and had deposits applied and the account finalized, the customer will be required to set up a new account with all connection fees and any required deposits. If no attempt is made to bring the account current and restart service, the collection procedures will apply.

A16. Delinquent Payment Charge:

All accounts for water, sewer, stormwater and sanitation services furnished by the City shall be due and payable on or before the due date printed on the customer bill. A delinquent payment charge of a minimum of ten percent (10%) shall be added to the statement, to reflect the amount due after the due date.

The City reserves the right to refuse service to a customer at any address until all delinquent bills of such customer at said address for utility services are paid in full.

A17. Short Term or Temporary Services:

Short term service shall be considered turning the service on and off in a 48 hour period for testing (i.e. a realtor needing to test services in a house for sale). The customer will be billed a \$30 service fee.

A18. Security Deposits:

A deposit will be required from a former customer who seeks to establish utility service and has an outstanding delinquent account. A deposit may be required from a new customer with annual consumption of 12,000,000 gallons, unless such deposit requirement is waived by the City Manager based on good credit history. A deposit, if required, shall be returned with interest after twelve (12) consecutive months of timely payment history. Interest will be based upon current interest rates earned on the City's main account.

Security deposits will be refunded to the customer by the Customer Service Representative whenever the service is discontinued. Any amount due, including unpaid services, will be deducted from the deposit before any refunds are issued.

A19. Returned Checks (Service Fee and Collection):

Checks or Automated (ACH) payments that are returned by the bank as insufficient shall be assessed a service fee. This fee is due for all checks/automated payments that are returned for any reason. The procedure that will be followed is:

1. A letter will be mailed to the customer stating the amount that must be paid (check amount plus the service fee) in cash within ten (10) days of the date of the letter.
2. If no response is made by the customer within ten (10) days, all utilities will be disconnected for non-payment.
3. If a customer has two checks returned in a twelve (12) month period, their account will operate on a cash only basis for a one (1) year time period commencing from the second returned date.

A20. Payment Options:

Customers may pay their utility bills in the following ways:

I. Payment at City of Bristol, Tennessee City Hall (801 Anderson St., Room 203, Bristol, Tennessee):

1. Cash
2. Personal Check (unless otherwise noted on the account)
3. Money Order
4. Cashier's Check
5. Credit or Debit Card (will be assessed a convenience fee)

II. Auto draft by bank account – By automatic debit from one’s checking account:

Process:

1. Fill out form distributed at the payment office.
2. If debiting from a checking account, a cancelled or voided check will be needed.
3. To cancel the draft, the customer must come to the payment office and sign a cancellation form.

III. Online and telephone automated services:

1. Personal Check (unless otherwise noted on the account and will be assessed a flat fee)
2. Credit or Debit Card (will be assessed a convenience fee)
3. Automatic Clearing House (ACH) by automatic debit from one’s checking or debit or credit card (will be assessed a flat fee or convenience fee based on a percentage of the amount)

A21. Disconnection for Non-payment:

The City generally mails out bills on the first four (4) Fridays of every month. The billed amount is due and payable two (2) weeks later. Accounts with balances not paid by the due date, that exceed the disconnection threshold and without a payment arrangement in place, will be mailed disconnect notices and are subject to disconnection of service.

I. Notice

1. The notice is mailed under separate cover from the bill on the second working day following the due date, stating that service will be disconnected if the past due bill is not paid by the date stipulated on the notice.
2. Notice will be sent prior to the actual cut-off date so that the customer can make payment or payment arrangements, if eligible.
3. Failure of any customer to receive the disconnect notice for any utility charges provided by the City shall not excuse the customer from their obligation to pay such charges by the due dates stipulated.
4. If no payment or payment arrangement is made prior to the disconnect date, utilities will be automatically scheduled for shut off with a service fee being added to the amount due at 9:00 am on the date of disconnection. Service cannot be restored until the past due balance is paid in full plus the service fee.

II. Payment Arrangement

1. Customer may request to be placed on a payment arrangement plan, which must be in writing with approval by the customer service staff.
2. Customers are allowed two (2) payment arrangements within a twelve (12) month time period commencing with the first arrangement. The Finance Director or Customer Service Manager may approve one additional payment arrangement.
3. There are three (3) options for a payment agreement:
 - a. The total amount due must be paid within five (5) business days of the disconnect date.
 - b. The total amount due must be paid in two (2) installments with the first being 15% of the balance due at the time of arrangement and the remaining balance due within ten (10) business days of the disconnect date.
 - c. The total amount due must be paid over an agreed upon monthly period consisting of installments with the first being 15% of the balance due at the time of arrangement and the remaining balance due in accordance with an agreed upon schedule. This type of arrangement requires approval of either the Finance Director or Customer Service Manager.
4. If a customer does not make payments according to the payment agreement, the account will be processed with the regular non-payments for collections.
5. No notice will be given before disconnection to customers who fail to make payments per their agreement.
6. If a customer fails to comply with a payment arrangement, the customer no longer qualifies for payment arrangements for a twelve (12) month time period.
7. Payment arrangements do not exclude the account from accruing late charges.

III. Disconnection for Non-payment Procedural Timing

1. Disconnection for non-payment will be made only during regular business hours.
2. Disconnection for non-payment will be made Monday through Thursday only, but not on the day before a holiday.
3. Sufficient time shall be allowed prior to disconnection for non-payment to credit any payments received prior to the disconnect date.
4. Servicemen are not allowed to accept payments in the field. They are dispatched by the department and complete work as assigned.

IV. Doorknocker Notice of Disconnection for Non-payment

1. After disconnecting service, serviceman shall leave a notice of disconnection. The notice shall include:
 - a. Notice that service has been disconnected for non-payment.
 - b. Balance due including all service fees.
 - c. Procedure for reconnection.

A22. Collection Policy:

Meters for accounts disconnected at the owner's request 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 customer's corresponding cycle. Customers are allowed up to thirty (30) days to pay the final balance. Once a finalized account shows up on our aging report as thirty (30) days past due, we reserve the right to send their account to our collection agency.

This collection policy also applies to any accounts that have been terminated for non-payment and have not been brought current.

A23. Utility Dispute Procedures:

If a customer disputes their utility bill, the following process will be followed:

1. Customer shall notify the customer service staff if there is a problem with their utility bill within ten (10) working days of the due date printed on the disputed bill.
2. The customer service staff will review and research the disputed bill, and it will be corrected immediately if a billing calculation error is found.
3. If a re-read is necessary, it will be done within 48 hours of the notice. The meter reader will check the working condition of the meter at the time of the re-read.
4. 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.
5. If the re-read shows the original reading was correct and the meter was working properly, no adjustment will be made.

A24. Adjustments:**I. Water and Sewer Services**

1. The City will allow adjustments to residential water bills due to a water leak in certain circumstances. A residential customer's account will be adjusted for a water leak in the service line that runs between the meter and entrance into the customer's residence. Each adjustment total must be a minimum amount of at least \$5.00. An adjustment will be calculated in the following manner:
 - a. The customer must submit copies of the bill and receipt or canceled check paid to repair the leak in order to qualify for an adjustment. Customers who repair the leak themselves shall provide a signed written statement that details the nature of the leak, type of repair made, and the repair date. The serviceman will be sent to confirm that the indicator is no longer turning and that the repair appears to have been performed.
 - b. A Customer Service Representative can authorize one billing adjustment per 12 (twelve) month period for each customer. The Customer Service Manager must authorize any adjustment exceeding \$100.00. Additional adjustments can be authorized by the Finance Director.
 - c. An adjustment can be made for the highest month of water charges and for up to two consecutive months of sewer charges.
 - d. An adjustment will be calculated based upon the average monthly meter reading for the twelve months prior to the month being adjusted. If utility services have been in place less than 3 (three) months, adjustment will be made after 3 (three) months of normal usage has been established. If utility services have been in the place more than 3 (three) months and less than 12 (twelve) months, readings will be averaged for the total months of service available for use in the adjustment calculation.
2. The City may adjust a residential customer's sewer account due to the loss of water directly associated with a leak inside the residence that does not enter into the sewer system. Examples of this type of incident are the breakage of internal water lines, water heater leaks, outside spigot leaks, and faulty washing machine hoses. An adjustment will not be provided for usage resulting from instances such as irrigation, pressure washing, running commode, or water left on in error. Each adjustment total must be a minimum amount of at least \$5.00. An adjustment will be calculated in the following manner:
 - a. No adjustments will be made for any water usage that enters into the sewer systems. Customers who repair the leak themselves shall provide a signed written statement that details the nature of the leak, type of repair made, and the repair date. The serviceman will be sent to confirm that the indicator is no longer turning and that the repair appears to have been performed.

- b. Each customer is typically allowed one billing adjustment per 12 (twelve) month period that a Customer Service Representative is allowed to authorize. The Customer Service Manager must authorize any adjustment exceeding \$100.00. Additional adjustments can be authorized by the Finance Director.
 - c. An adjustment can be made for up to two consecutive months of sewer charges.
 - d. An adjustment will be calculated based upon the average monthly meter reading for the twelve months prior to the month being adjusted. If utility services have been in place less than 3 (three) months, adjustment will be made after 3 (three) months of normal usage has been established. If utility services have been in place more than 3 (three) months and less than 12 (twelve) months, reading will be averaged for the total months of service available for use in the adjustment calculation.
3. The City will typically allow one adjustment annually to the sewer charge for filling a residential swimming pool or outdoor pond and to maintain foundation systems per professional analysis. Adjustment will only be made if the water will not flow back into the sewer system at any point. Each adjustment total must be a minimum amount of at least \$5.00. An adjustment will be calculated in the following manner.
- a. A Meter Reader must verify a pool or pond is at the residence prior to any adjustments being made. Verification that drainage will not enter into the sewer at any time must be performed. The CSR shall note verification date and person performing verification on the account for future reference.
 - b. A Customer Service Representative (CSR) can authorize one billing adjustment per 12 (twelve) month period.

The Customer Service Manager must authorize any adjustment exceeding \$100.00. Additional adjustments can be authorized by the Finance Director.
 - c. An adjustment can be made for up to two consecutive months of sewer charges.
 - d. An adjustment will be calculated based upon the average monthly meter reading for the twelve months prior to the month being adjusted. If utility services have been in place less than 3 (three) months, adjustment will be made after 3 (three) months of normal usage has been established. If utility services have been in place more than 3 (three) months and less than 12 (twelve) months, reading will be averaged for the total months of service available for use in the adjustment calculation.
 - e. One additional adjustment per 12 month period may be made due to the repair of leaks and related pool problems. The customer must supply a copy of the bill and receipt or a cancelled check paid to repair the leak in order to qualify for an additional adjustment.

4. The City will not adjust water charges for a commercial account. An adjustment is available for sewer charges of a commercial account for a water leak in either the service line that runs between the meter and the place of business or a leak inside the business dwelling that does not enter into the sewer system. For purposes of policy applications, mobile home parks are defined as commercial accounts and shall be treated as such.
 - a. The customer must submit copies of the bill and receipt or canceled check paid to repair the leak in order to qualify for an adjustment. Customers who repair the leak themselves shall provide a signed written statement that details the nature of the leak, type of repair made, and the repair date. The serviceman will be sent to confirm that the indicator is no longer turning and that the repair appears to have been performed.
 - b. A Customer Service Representative (CSR) can authorize one billing adjustment per 12 (twelve) month period. The Customer Service Manager must authorize any adjustment exceeding \$100.00. Mobile home parks are allowed two billing adjustments per 12 (twelve) month period and account, if the number of dwellings exceeds 10 (ten) homes per account. Additional adjustments can be authorized by the Finance Director.
 - c. An adjustment can be made for up to two consecutive months of sewer charges.
 - d. An adjustment will be calculated based upon the average monthly meter reading for the twelve months prior to the month being adjusted. If utility services have been in place less than 3 (three) months, adjustment will be made after 3 (three) months of normal usage has been established. If utility services have been in place more than 3 (three) months and less than 12 (twelve) months, readings will be averaged for the total months of service available for use in the adjustment calculation.

II. Solid Waste Services

1. The City will evaluate requests for an adjustment of solid waste charges and determine eligibility. An adjustment will be calculated in the following manner:
 - a. The customer shall contact a Customer Service Representative (CSR) and request an adjustment for charges that are unsubstantiated, such as a trash cart that was previously returned to Public Works or a bulk item billing that was not for the correct location.
 - b. A CSR shall contact Public Works and obtain verification of the customer's data and determine if any adjustment is warranted. A Customer Service Representative (CSR) can authorize adjustment amounts for a single billing period or for a bulk item billing. The Customer Service Manager must authorize any adjustment exceeding \$100.00. The Finance Director of Customer Service Manager must also authorize any adjustment related to more than one billing period. Each city resident is required to pay the monthly solid waste charge.

A charge cannot be removed if refuse services are not being utilized since the residence has accessible brush and curbside collection services.

III. Stormwater Services

1. The City will evaluate requests for an adjustment of stormwater charges and determine eligibility. An adjustment will be calculated in the following manner:
 - a. The customer shall contact a CSR and request an adjustment for charges that are either believed to be unsubstantiated or in need of a revision, such as being charged a stormwater charge for a garage that no longer exists.
 - b. A CSR shall contact Public Works and obtain verification of the customer's data and determine if any adjustment is warranted. A CSR is allowed to authorize adjustment amounts for a single billing period. The Finance Director or Customer Service Manager must authorize any adjustment related to more than one billing period.
 - c. Each property owner is required to pay the monthly stormwater charge. A charge cannot be removed as long as the basis for the assessment remains.

The City may adjust an account for charges previously not billed correctly for various reasons, such as a result of inaccurate rates, customer provided data, etc. Adjustments may be calculated and billed for a period not in excess of thirty-six months. Identification of accounts with billing discrepancies shall be brought to the attention of the Customer Service Manager who will recommend the corrective plan of action for each situation. Upon approval of the recommendation by the Finance Director, the corrective plan of action shall be implemented by staff.