

**Billing and Collection Services Agreement**

THIS BILLING AND COLLECTION SERVICES AGREEMENT ("Agreement") is made and entered into, effective as of the Effective Date (as defined on the signature page hereof), by and between the CITY OF CINCINNATI, on behalf of its Greater Cincinnati Water Works ("GCWW") and CITY OF ALEXANDRIA, VIRGINIA, SANITATION AUTHORITY, dba Alexandria Renew Enterprises (hereinafter "AlexRenew"):

**RECITALS**

- A. AlexRenew and GCWW are parties to a certain agreement dated May 14, 2012 (as amended, the "2012 Agreement") pursuant to which GCWW is providing customer service, billing and payment collection services for AlexRenew's wastewater utility services on GCWW's Customer Suite platform.
- B. GCWW is making an investment in implementing a customer information system based on Oracle's Customer Care & Billing platform (the "CC&B System") on which it will be able to provide service to its utility billing clients and their customers.
- C. AlexRenew desires for GCWW to transition billing Services for AlexRenew wastewater utility customers to the CC&B System and to continue to provide the services on the Customer Suite platform until AlexRenew Goes Live on the CC&B System, and AlexRenew has requested that GCWW allow AlexRenew to spread the start up costs to transition AlexRenew to the CC&B System over five years.
- D. GCWW is authorized under the Ohio Revised Code and GCWW Municipal Code Section 401-90 (a) to provide customer service, billing and payment collection services, and is agreeable to making the investment to transition AlexRenew to the CC&B System, provided that AlexRenew pays for all set installation, setup, license and other infrastructure costs.

NOW, THEREFORE, in consideration of the promises, covenants, terms and conditions contained herein, the parties hereby agree as follows:

1. Termination of Existing Agreement; MOU; Project Plan.

a. The 2012 Agreement, and any other documents incorporated therein (including without limitation, its memorandum of understanding), are hereby terminated, as of the Effective Date of this Agreement. From the Effective Date of this Agreement, GCWW will provide AlexRenew customer service, call center, billing and payment collection services for wastewater treatment, and any other agreed-upon related Services (collectively, "Services") as set forth in and subject to the terms, conditions, limitations and assumptions set forth in a memorandum of understanding attached hereto as Exhibit A ("MOU").

b. With AlexRenew's cooperation, the Services will also include CC&B System start-up, implementation, transition and related Services outlined in the CC& B project implementation plan attached hereto as Exhibit B (the "Project Plan") in order to transition billing over to the CC&B System. The CC&B System will be transferred over from a test environment to a live production environment ("Go Live"), and Services will cease to be provided on the Customer Suite platform, upon completion of the Alex Renew Acceptance Items listed as #10 in the Project Plan.

c. Any Services outside the scope of the MOU or Project Plan that GCWW agrees to perform, and any inaccuracy in the assumptions in the MOU or Project plan, may result in adjustments to the timelines and Fees set forth herein and in the MOU or Project Plan.

2. Finalization of MOU.

Following Go Live of the CC&B System, the parties shall cooperate in good faith to revise the MOU within 3 months as necessary to reflect any changes to business practices related to the new CC&B System. The revised MOU will supersede the preliminary MOU and shall be automatically deemed incorporated herein by this reference. AlexRenew shall not unreasonably withhold or delay approval of GCWW's proposed revised MOU. After acceptance of the revised MOU, any additional material changes to the revised MOU or the scope of Services will be implemented as a Change Order under Section 9.

3. Fees.

a. Beginning on the Effective Date, AlexRenew shall pay GCWW the fixed monthly fees for base Services and implementation and transition costs as set forth in the Fee Schedule attached hereto as Exhibit C and any additional amounts set forth in this Agreement or the MOU or a Change Order (collectively, "Fees").

b. AlexRenew will pay each GCWW invoice within thirty (30) days of the date of invoice, which are anticipated to be sent to AlexRenew before the 15<sup>th</sup> day of each month. Invoices shall be accompanied by reasonable details for Fees and any approved Change Orders.

c. AlexRenew shall have the right to dispute any invoice in good faith in writing during the thirty (30) day period following the date of invoice for the applicable Services provided, on the condition that AlexRenew timely pays the portion of any such invoice that is not so disputed.

d. Late payments not disputed by AlexRenew in good faith are subject to a late charge equal to the lesser of: (i) one and one-half percent (1½%) per month; and (ii) the highest rate permitted by applicable law. AlexRenew is responsible for paying all taxes relating to this Agreement and the Services provided hereunder, including, without limitation, sales, use, service or value added taxes, but excepting taxes based on GCWW's income or employment taxes relating to GCWW's personnel.

e. The Fees for Services include up to 900 agent calls with AlexRenew customers per month and up to 28,000 incidences of written or digital correspondence with AlexRenew customers ("Written Correspondence") per month. Written Correspondence includes, without limitation, the following, whether sent by paper, facsimile, e-bill text or other electronic method: (i) statements generated as a result of a regularly scheduled meter reading; (ii) "final" statements issued with a change of name, tenant, agent or ownership, (iii) delinquency notices, insolvency or receivership notices and letters and correspondence related to customer collections, including those sent on AlexRenew's behalf; (iv) additional statements issued due to a request from AlexRenew, and (v) corrected billing invoices issued due to an error or incorrect information provided by AlexRenew or by a third party entity on behalf of AlexRenew (but not due to error or mistake by GCWW). Any increase in Written Correspondence over 28,000 times per month shall be billed during the subsequent month's invoice at the rate shown on the Schedule of Fees and Rates (Exhibit C). Additional charges will also apply for duplicate tenant bills and extra printing costs and for pricing or rate increases made by GCWW's own providers of hosting, maintenance and support or other products and services necessary for GCWW to perform the Services, as such increases are not factored into the fixed Fees set forth on Exhibit C.

f. Except as otherwise set forth herein or in the MOU, any agreement for a change in the means of calculating the Fee, or a change in Alex Renew's billing methodology for its utility services, or payment on a time and material basis, shall require a Change Order under Section 9.

4. GCWW Responsibilities.

a. GCWW and AlexRenew will establish a repetitive frequency billing system in the MOU, so that bills are sent to AlexRenew customers on a regular and recurrent basis. Should wastewater billings to AlexRenew customers be delayed by 10 days or more over the specified frequency due to an error or omission by GCWW not subject to Force Majeure, then the parties shall work cooperatively to address the issue.

b. GCWW will provide AlexRenew software access and training for GCWW's applicable billing system functions as set forth in the MOU so that AlexRenew staff can process walk-in payments and conduct general review of account information. Additional software and training in excess of that which is set forth in the MOU shall be subject to additional Fees.

c. During the Term of this Agreement and for three years thereafter GCWW will make all of GCWW's customer information system records for AlexRenew wastewater service charges available for audit purposes by AlexRenew as reasonably requested and at GCWW's then current hourly rates as specified in the current MOU. GCWW may exclude from such records details of amounts paid to its subcontractors, pricing models, internal meeting minutes and details or other information relating to any other customers and any cost records which are internal in nature. Notwithstanding the foregoing, during the Term GCWW may dispose of records three years after the date of the creation of the record.

d. GCWW shall provide debt collection services according to the time frames set forth in the then current MOU. If GCWW's outside debt collection service costs for the year exceed the cost indicated for that year in the pricing sheet attached hereto as Exhibit C by 5%, AlexRenew shall pay additional costs. GCWW shall provide reports and access to data for AlexRenew to monitor the collections process according to the business rules as set forth in the MOU. AlexRenew shall be responsible for all legal proceedings, including the initiation of proceedings for recovery of fraudulent payments (e.g. returned checks, unauthorized use of credit cards). GCWW shall provide reasonable assistance to AlexRenew for in-person responses to subpoenas or for other matters when AlexRenew is required to respond to or appear in court. GCWW will not appear with or on behalf of AlexRenew unless specifically required to do so by court order OR specifically requested to do so in writing by AlexRenew. In all such cases, AlexRenew will compensate GCWW for all expenses incurred, including GCWW hourly rates, standard overhead charges and travel expenses.

e. GCWW will remit all receipts it has received for the benefit of AlexRenew on a weekly basis as detailed in the current MOU. Along with the remittance, GCWW will provide AlexRenew with an accurate and complete account of those receipts. The MOU details revenue reporting requirements from GCWW to AlexRenew. The MOU will also provide for the manner in which receipts from revenue will be used to provide for refunds, returned check collections, and other appropriate adjustments.

f. GCWW shall use reasonable good faith efforts to leverage its existing retail payment processing agreements to provide customers living within AlexRenew's service area additional options to make payments on outstanding bills.

g. GCWW shall provide AlexRenew with support Services as set forth in the MOU ("Support"). Support Services are included in the Fees set forth in Exhibit C only through January 31, 2021. Thereafter, additional Fees will apply in order to account for AlexRenew's pro-rata share of any additional cost of

Support provided under GCWW's agreement(s) with GCWW's own hosting and maintenance and support service provider(s). Support may not be cancelled or terminated by AlexRenew separately from the expiration or termination of this Agreement as a whole.

5. AlexRenew Responsibilities. In addition to any responsibilities set forth in the applicable MOU:

a. AlexRenew shall set the rates for wastewater services. It will be AlexRenew's responsibility to inform GCWW in writing of any changes in rates, fees, taxes or rate, fee and tax structure changes sixty (60) days prior to the desired effective date. AlexRenew shall provide to GCWW documentation from the Board of Directors authorizing the rate change. Any such change shall require a Change Order under Section 9. If the rate change is a simple rate change that does not require any new rate structure or rate methodology change (example: rate change that increases rate from \$2.00/ccf to \$2.50/ccf), GCWW will not charge AlexRenew for the Change Order. Any rate change Change Order beyond a simple rate change -- including, without limitation, a change in the methodology as to how a charge is being applied to the calculation; addition of a new type of charge that does not currently exist; a change in the rate structure, or a change in the methodology currently used in the calculation of the monthly billing -- will be charged at an amount determined through the Change Order process.

b. AlexRenew shall be responsible for ensuring that GCWW has access to consumption, customer account and other data necessary to bill for wastewater services. GCWW shall not be responsible for billing errors due to errors in data provided, and AlexRenew shall pay GCWW for additional costs due to correcting such errors. GCWW will in no way be responsible for any customer service field operations including meter reading, meter maintenance, service inspections, field investigations and service turn on or turn offs. AlexRenew shall ensure that all service records and data are provided to GCWW in a timely manner and as may be specified in the MOUs necessary to support billing and customer services. GCWW shall not be responsible for any delays or billing errors in providing wastewater bills as a result of inaccurate or delayed meter readings or other records and data provided by AlexRenew.

c. AlexRenew shall provide in a timely manner, and at no cost to GCWW, reasonable assistance, approvals, specifications, decisions, complete information and other resources reasonably requested by GCWW to enable GCWW and its contractors to carry out the implementation, transition, testing and Go Live of the CC&B System and to perform the Services.

d. AlexRenew shall be responsible for communications with AlexRenew customers regarding the change of account numbers as part of the CC&B System transition. GCWW will share its general knowledge and provide assistance in this effort.

e. In order to obtain remote access to the billing system, AlexRenew will be responsible for providing and maintaining the necessary computer hardware/workstations, network connections, and any other necessary IT infrastructure to run the software provided by GCWW. GCWW will provide the specifications for access. At a minimum, a high speed internet connection and contemporary desktop computer will be required. AlexRenew shall also be responsible for ensuring that latency and available bandwidth from the user's desktop to GCWW's hosted routers is adequate to meet AlexRenew's desired level of performance. If AlexRenew requires a VPN or private network connection, AlexRenew is responsible for all costs associated with any specialized network connectivity required by AlexRenew. AlexRenew will be responsible for costs associated with connecting AlexRenew's system to the GCWW-provided communications link, and telecommunications costs and activities required to connect to the GCWW provided remote access link.

f. AlexRenew shall be responsible for the provision of adequate and secure office space and staffing to support any "Walk-In" payment location or locations within AlexRenew service area. GCWW is

responsible for leading the system design and implementation of AlexRenew's walk-in payment process. The operation and required business processes related to "Walk-In" payment locations will be outlined in the MOU.

g. AlexRenew shall be responsible for up-to-date patch management of any client computing systems (for example, anti-virus, operating system, website application, etc.) that access a GCWW facility.

h. AlexRenew shall conform to City of Cincinnati written information security policies. AlexRenew shall also be responsible for maintaining the confidentiality of AlexRenew's UserIDs and passwords and for all uses of and activities undertaken with UserIDs registered on AlexRenew's account. AlexRenew agrees to immediately notify GCWW of any unauthorized use of AlexRenew's UserIDs of which AlexRenew becomes aware.

i. AlexRenew represents and warrants that it has received all necessary internal and third party approvals, consents and authority necessary for AlexRenew to provide GCWW and its contractors the AlexRenew Data and for GCWW and its contractors to use the AlexRenew Data and to provide the Services as contemplated by this Agreement and the MOU.

AlexRenew's costs and expenses in connection with its responsibilities in this Section shall be in addition to the Fees already set forth on Exhibit C. GCWW shall not be liable for any failure or delay by GCWW or its contractors in performing their obligations under this Agreement if caused or contributed to by: (i) any failure by AlexRenew in the performance of its obligations in this Agreement (including, without limitation, any MOU) or in the timely provision of accurate information or assistance with GCWW or its contractors as needed, or the inaccuracy of any of AlexRenew's representations and warranties herein; (ii) any negligent or unlawful act or omission of AlexRenew, its affiliates or their respective employees; (iii) any breach of contract or negligent act or omission on the part of any third party contractor or advisor employed by AlexRenew or its affiliates; (iv) service or resource reductions requested or approved by AlexRenew through the Change Control procedure in Section 9; or (v) the failure of any software, tools or materials supplied by AlexRenew. GCWW will notify AlexRenew promptly upon discovery of any delay caused by AlexRenew or by events outside AlexRenew's or GCWW's control and GCWW will use reasonable efforts in working with AlexRenew to mitigate the cost and schedule impacts; however, GCWW will be entitled to adjust the schedule accordingly and shall inform AlexRenew of any charges for additional work caused by such delays.

## 6. Confidentiality

a. Subject to all applicable public records laws, the parties agree that with respect to any business or technical information of the disclosing party which is marked as "confidential" or "proprietary" or with some similar indication, or which is expressly advised by the disclosing party to be confidential through some contemporaneous written means (collectively, "Confidential Information"): (i) to limit the use, disclosure, release or dissemination of such Confidential Information to persons within the party's business organization or contractors providing Services hereunder, in each case, who have a need to receive such Confidential Information in connection with the party's business purposes hereunder and who are under obligations of confidentiality with respect thereto at least as strict as those set forth herein; and (ii) to safeguard the Confidential Information to the same extent that it safeguards its own confidential materials or data, but in no event less than a reasonable degree of care. The parties hereto understand and agree that AlexRenew Data (as defined below in Section 7(a)) shall be deemed to be the Confidential Information of AlexRenew.

b. Confidential Information includes not only that which belongs to a party hereto, but also that which belongs to a third party and which is required by a party hereto to keep confidential.



Notwithstanding Section 6a, it also includes any non-public information security or disaster recovery plans, policies or reports of GCWW or its contractors regardless of whether they are identified as confidential or proprietary. However, Confidential Information does not include information that: (i) is as of the time of its disclosure part of the public domain; (ii) is subsequently learned from a third party without a duty of confidentiality; (iii) at the time of disclosure was already in the possession of the receiving party; (iv) was developed by employees or agents of the receiving party independently of and without reference to any information communicated to the receiving party; or (v) is required to be disclosed pursuant to law, court order, or government authority, whereupon the receiving party shall, at its earliest opportunity, provide written notice to the disclosing party prior to such disclosure and where feasible give the disclosing party a reasonable opportunity, but no more than 5 business days, to secure a protective order or take other action as appropriate.

c. This Section 6 shall not preclude GCWW and its contractors from using for any purpose any information which may be retained in the un-aided memory of any personnel performing the Services, such as ideas, technical concepts, know-how, experience and techniques which do not contain AlexRenew Data. An individual's memory is unaided if the individual did not intentionally memorize or record it for the purpose of retaining and subsequently using or disclosing it.

d. The parties' obligations hereunder shall extend to the non-publicizing of any dispute arising out of this Agreement to the extent permitted by law.

e. This Section 6 shall continue in effect with respect to any item of Confidential Information for a period of 5 years from the date of its disclosure, except that GCWW's obligations hereunder with respect to AlexRenew Data that contains personally identifiable information shall continue in force for so long as such AlexRenew Data is in GCWW's possession and it qualifies as Confidential Information under Section 6b.

## 7. Data Ownership and Protection.

a. Definition. "AlexRenew Data" means AlexRenew's data that is collected, used, processed, stored, or generated on the CC&B System as the result of the use of the Services, including, without limitation, any information that identifies an individual, such as an individual's social security number or other government-issued identification number, date of birth, address, telephone number, biometric data, mother's maiden name, email address, credit card information, or an individual's name in combination with any other of the elements listed herein.

b. GCWW Use of AlexRenew Data. GCWW (including its subcontractors hereunder) is granted a non-exclusive license for the Term of the Agreement (and thereafter during any Transition Services) to collect, process, store, generate, copy, display, use and display AlexRenew Data as necessary for the providing of the Services. GCWW shall not (and shall cause any of its contractors who have access to AlexRenew Data to agree in writing that they will not) use, sell, rent, transfer, distribute, or otherwise disclose or make available AlexRenew Data for GCWW's or such contractors' own commercial purposes or for the benefit of anyone other than AlexRenew (except as required by federal, state or local law or regulation or court order) without AlexRenew's prior written consent.

c. Backup and Recovery of AlexRenew Data; Loss. GCWW will be relying on third party contractors to manage and host its data and the AlexRenew Data on the CC&B System. GCWW will cause its hosting contractor to agree to maintain physical, technical and administrative safeguards for, as well as a remote backup of, all AlexRenew Data. In the event of any act, error or omission, misconduct, or breach that compromises or is suspected by GCWW to compromise the security, confidentiality, or integrity of AlexRenew Data, GCWW shall: (a) notify AlexRenew as soon as practicable but no later than twenty-four (24) hours of becoming aware of such occurrence; (b) cooperate with AlexRenew in investigating the

occurrence, including making available all relevant records, logs, files, data reporting, and other information and materials required to comply with applicable law or as otherwise required by AlexRenew; and (c) require its hosting contractor to recreate any lost or damaged AlexRenew Data without charge to AlexRenew from the date of last available back-up of such AlexRenew Data.

8. Work Product and Tools; Third Party Software.

a. All right, title and interest in and to any Services, software, designs, websites, portals, logos, graphics, photographs, interfaces, manuals, instructions, specifications or other materials developed or provided by GCWW or its contractors as part of the Services, and in all the underlying ideas, concepts, processes, inventions, know-how and methodologies embodied therein (collectively, "Work Product"), belong and shall belong solely to GCWW and its providers, including without limitation, all copyrights, patent rights, trade secrets and other proprietary rights now existing or hereafter coming into existence therein. Subject to the terms and conditions of this Agreement and payment of Fees, AlexRenew is granted a limited, non-exclusive, non-transferable license during the Term of this Agreement to use any Work Product provided to AlexRenew hereunder, solely for purposes of receiving the Services for its internal business purposes as contemplated by this Agreement and subject to any terms, conditions and restrictions set forth in the MOU. AlexRenew is not granted any other express or implied rights in the Work Product.

b. All right, title and interest in and to any tools, routines, templates, frameworks, models, software or other materials used by GCWW or its contractors or suppliers in order to create Work Product or otherwise provide the Services, and all the underlying ideas, concepts, processes, inventions, know-how and methodologies embodied therein (collectively, the "Provider Tools") belong and shall belong to GCWW and its contractors and providers, including, without limitation, all copyrights, patent rights, trade secrets and other proprietary rights now existing or hereafter coming into existence therein. AlexRenew is not granted any express or implied rights with respect to any Provider Tools unless otherwise set forth in the MOU.

c. The license or other usage rights to any third party software to which AlexRenew is granted access (including, without limitation, any Oracle software used in connection with the CC&B System) are subject to any terms, conditions and restrictions of the third party software vendor. AlexRenew will comply with all such terms, conditions and restrictions.

9. Change Control Process.

Requests by either party for changes in the scope of the Services or Work Product during the Term shall be submitted in writing to the other party. Such requests shall include a description of the change, reason for the change, and any information to assist in determining the feasibility and impacts of the requested changes. The parties shall cooperate in good faith discuss and consider change requests as set forth in the MOU. If GCWW determines that a change request by AlexRenew is feasible, it shall provide AlexRenew with an estimate of any cost and schedule impacts within a reasonable period of time after the request. If the parties agree on the proposed change, their authorized signatories will execute a written change order document (a "Change Order"), which will automatically be deemed incorporated into this Agreement by reference. However, some major proposed changes may require a full written amendment to this Agreement or the MOU in accordance with GCWW's internal procedures. Compensation from one party to the other may be made through separate payment or through an adjustment to the Fees, as mutually agreed by the parties in the Change Order. Absent an executed Change Order, GCWW shall not be bound to change, or to perform any additional or out of scope Services beyond, those Services set forth in the

MOU or Project Plan. GCWW shall have the right to charge AlexRenew at its then current rates for the preparation of a Change Order following a request for change by AlexRenew.

10. Technology Modifications and Improvements.

AlexRenew shall pay GCWW a pro-rated amount of the costs based on the number of active accounts applicable to AlexRenew for ongoing operational, security and technology improvements implemented by GCWW (for example but without limitation, software or hardware upgrades) and additional capabilities that are not set forth in the MOU. GCWW shall notify AlexRenew in writing of foregoing and of the cost allocated to AlexRenew. To the extent such modifications or improvements are required due to a new or changed law or regulation applicable only to AlexRenew but not to GCWW or any of its other service bureau customers, then GCWW will require a Change Order under Section 9 before it is obligated to perform such modifications or improvements. AlexRenew shall cooperate with GCWW in the timely implementation of all modifications and improvements.

11. Term of Agreement.

a. Term. This Agreement shall remain effective for five (5) years following the Effective Date (the "Term") unless terminated sooner, solely as provided in this Agreement. Neither party shall have the right to terminate for convenience.

b. Material Breach. If either party breaches any material obligation in this Agreement and fails to remedy such breach (if such breach can be remedied) within 120 days (or 60 days in the case of AlexRenew's payment obligations) of receipt of written notice of such breach, the other party may terminate this Agreement on written notice. Termination of this Agreement for AlexRenew's non-payment will be without prejudice to the GCWW's other rights under this Agreement, at law and in equity.

c. Bankruptcy. Either party may terminate this Agreement upon written notice upon (i) the voluntary or involuntary filing (which is not dismissed within 60 days) of a petition in bankruptcy for the other party, or the making by such other party of a general assignment for the benefit of its creditors.

d. Loss of Provider. In the event that any of GCWW's third party contractor(s) who operate, host and/or maintain and support the CC&B System for GCWW ceases to be GCWW's provider of such services (other than through a subcontract approved by GCWW), GCWW will use reasonable commercial efforts to find a replacement service provider. If cannot contract a replacement provider suitable to GCWW, and, as a result, AlexRenew's ability to receive the Services is materially disrupted for any consecutive 60-day period, then GCWW shall not be deemed in breach; however, AlexRenew or GCWW shall have the right to terminate the Agreement upon written notice within 15 days after such 60-day period.

e. Effect of Termination. Upon expiration or termination of this Agreement for any reason, GCWW will discontinue the provision of all Services (except Transition Services set forth below) and access to any Work Product and any Oracle or other third party software provided hereunder, and, AlexRenew will promptly pay GCWW for all Services rendered through the effective date of such expiration or termination, along with any Termination Fee as set forth in Section 10(g)). Each party will promptly return to the other (or, at the other party's request, destroy) all copies of the other party's Confidential Information (including AlexRenew Data) and will, upon its written request, certify to the other party in writing, over the signature of a duly authorized representative of the other party that it has done so. Notwithstanding the foregoing, any obligation of a party to return or destroy the foregoing items shall not apply to backup copies located on media which also contain other unrelated data; however such copies shall be overwritten or deleted when media are re-used in accordance with either party's standard backup procedures. The following provisions



shall survive the expiration or termination of this Agreement for any reason: 3(d), 5(i), 6,7,8, 10(e), 10(f), 10(g), and 11-21.

f. Transition Services. At AlexRenew's written request and subject to its payment obligations, GCWW will provide assistance reasonably requested by AlexRenew to transition the Services to AlexRenew or to a successor service provider (the "Transition Services") for up to one (1) year following the expiration or termination of this Agreement. Any such Transition Services would be provided on a time and materials basis at GCWW's and its contractors' then-current rates or such other rates as may be set forth in the MOU.

g. Early Termination Fee. The parties acknowledge that, as an accommodation to AlexRenew, the Fee payment schedules and amounts set forth in Exhibit C reflect the fact that GCWW's costs of implementation of the CC&B System to be reimbursed by AlexRenew (including, without limitation, any acquisition by GCWW of hardware, software or third party services to perform hereunder), are spread out over the five-year Term of this Agreement, rather than in a one-time start-up fee. In consideration of the foregoing accommodation to AlexRenew, the parties agree that in the event of a termination of this Agreement prior to the end of the five-year Term for any reason other than GCWW's material breach or a loss of provider under Section 10(d) above, AlexRenew shall, within 30 days after receipt of invoice from GCWW, pay GCWW an early termination fee ("Early Termination Fee") set forth on Exhibit C. The Early Termination Fee shall not be deemed a penalty, but rather a pre-estimate of foreseeable losses to GCWW that might result from early termination.

12. Compliance with Laws. Each Party shall comply with the federal, state and local laws and regulations applicable to such party in connection with this Agreement. Without limiting the generality of the foregoing, AlexRenew acknowledges its independent duty to remain aware of and compliant with all such laws and regulations applicable to it. Nothing in this Agreement shall be construed to abrogate, transfer or delegate such duty to GCWW.

13. Disclaimer of Warranty. GCWW MAKES NO WARRANTIES, EXPRESS OR IMPLIED, WITH REGARD TO ANY PRODUCTS OR SERVICES PROVIDED UNDER THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE AND ANY IMPLIED WARRANTIES ARISING FROM CUSTOM OR A COURSE OF DEALING OR WARRANTIES THAT THE PRODUCTS AND SERVICES WILL BE UNINTERRUPTED OR THAT ALL ERRORS WILL BE CORRECTED. GCWW will use commercially reasonable efforts to enforce against its own third party contractors any written warranties set forth in GCWW's own agreements with such service providers that apply to AlexRenew hereunder.

14. Relationship of the Parties.

The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise between the parties (or with GCWW's contractors), and neither party shall have authority to contract for or bind the other party in any manner whatsoever other than as expressly set forth in the MOU. No third party shall be deemed a third party beneficiary of AlexRenew with respect to this Agreement.

15. LIMITATIONS OF LIABILITY; EXCLUSION OF DAMAGES.

a. LIMITED LIABILITY. THE TOTAL LIABILITY OF GCWW IN CONNECTION WITH ALL PRODUCTS AND SERVICES PROVIDED HEREUNDER AND ANY OTHER MATTER RELATING TO THIS AGREEMENT (WHATEVER THE BASIS FOR THE CAUSE OF ACTION) SHALL NOT EXCEED IN THE AGGREGATE THE TOTAL FEES THAT ALEXRENEW ACTUALLY PAID TO GCWW DURING THE CONTRACT YEAR IN WHICH SUCH CAUSE OF ACTION ACCRUED. HOWEVER, THE FOREGOING LIMITATION SHALL NOT APPLY TO DAMAGES CAUSED BY GCWW'S WILFUL MISCONDUCT OR GCWW'S FRAUD OR CLAIMS BY THIRD PARTIES FOR PERSONAL BODILY INJURY DUE TO GCWW'S NEGLIGENCE.

b. EXCLUSION OF DAMAGES. IN NO EVENT SHALL GCWW BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT OR CONSEQUENTIAL DAMAGES OR LOST PROFITS OR LOST GOODWILL, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR OTHERWISE, AND REGARDLESS OF WHETHER IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, ALL OF THE FOREGOING EXCEPT DAMAGES CAUSED BY GCWW'S WILFUL MISCONDUCT OR FRAUD.

c. FAILURE OF ESSENTIAL PURPOSE. THE LIMITATIONS AND EXCLUSIONS SPECIFIED IN SECTIONS 14A AND 14B WILL APPLY EVEN IF ANY REMEDY SPECIFIED IN THIS AGREEMENT IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

16. Force Majeure. Except with respect to the payment of Fees hereunder, neither party shall be deemed in breach nor be held liable for failures or delays in the performance of this Agreement due to causes or circumstances that are beyond the reasonable control of such party, including, without limitation, acts of God, natural disasters, war, terrorism, regional emergency, freight embargoes, labor disruptions, shortage of adequate power or telecommunications or transportation facilities, court actions or judicial or governmental action, acts of a third party in the performance of some other contract with the parties, fires, floods, epidemics, quarantines, and strike, weather of unusual severity, such as hurricanes or tornados.

17. Assignment; Subcontracting. AlexRenew shall not have the right to assign or transfer any of its rights or obligations under this Agreement, whether by operation of law, merger, acquisition, asset sale, contract, or otherwise, without the prior written consent of GCWW, and any attempt at such assignment or transfer will be void. GCWW may subcontract any of its obligations under this Agreement to a third party, provided that GCWW remains responsible for the performance to such subcontracted obligations, subject to Section 10(d).

18. Dispute Resolution. The parties agree to use good faith efforts to amicably resolve disputes under this Agreement, including, without limitation, by causing, upon written request of one party hereto, a senior manager from each party to meet in person in good faith, provided that nothing in this Section shall prejudice a party's rights under this Agreement or otherwise preclude a party from exercising its available remedies under this Agreement. Pending any dispute resolution, GCWW shall not suspend any Services based on any unpaid invoice which is disputed in good faith under Section 3(d) by AlexRenew, provided that AlexRenew promptly pays all non-disputed amounts and performs its non-disputed obligations.

19. No Waiver. A party's failure to enforce its rights with respect to any single or continuing breach of this Agreement will not act as a waiver of the right of that party to later enforce any such rights or to enforce any other or any subsequent breach.

20. Choice of Law; Interpretation; Severability. This Agreement will be governed by and construed under the laws of the State of Ohio, as applicable to agreements executed and wholly performed therein, but without regard to the choice of law provisions thereof. This Agreement has been negotiated between the Parties, and none of its provisions shall be construed narrowly against either party on the account of the fact that such party drafted such provision. If any provision of this Agreement is held to be illegal or unenforceable by a court of competent jurisdiction, the remaining provisions of the Agreement will remain in full force and effect. To the extent possible, such court is empowered and requested to replace/reform the invalid or unenforceable provision with a provision that is valid and enforceable and that comes closest to expressing the intent of such invalid or unenforceable provision.

21. Entire Agreement; Amendment. This Agreement, together with its Exhibits and any Change Orders, which are all hereby incorporated by reference, contains the entire understanding of the parties with respect to its subject matter and supersedes and extinguishes all prior oral and written communications between the parties about its subject matter. No modification or amendment of this Agreement will be effective unless it is in writing, is signed by each party and provides that it modifies or amends this Agreement and/or a MOU hereof. This Agreement and any signed agreement or instrument entered into in connection herewith or contemplated hereby, and any amendments hereto or thereto, to the extent signed and delivered by means of digital imaging, electronic mail or a facsimile machine, shall be treated in all manner and respects as an original agreement or instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. This Agreement may be signed in counterparts. In the event of a conflict between any provision of this Agreement and the MOU, the provision of the MOU shall prevail.

22. Exhibits.

The following Exhibits are attached hereto and made a part hereof:

- Exhibit A – MOU
- Exhibit B – Project Plan
- Exhibit C – Schedule of Fees and Rates

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated below their respective signature, which shall be effective as of the later of such dates ("Effective Date").

**CITY OF ALEXANDRIA, VIRGINIA,  
SANITATION AUTHORITY,  
dba Alexandria Renew Enterprises**

by: Karen L. Pollarsch  
printed name: Karen L. Pollarsch  
Its: GM/CEO  
Date: 12.7.18

[CINCINNATI SIGNATURE PAGE FOLLOWS]

CITY OF CINCINNATI

By: \_\_\_\_\_

Patrick A. Duhaney, ~~Acting~~  
City Manager

Date: \_\_\_\_\_

1/10/19, 2019

RECOMMENDED BY:

\_\_\_\_\_  
Cathy B. Bailey, Director  
Greater GCWW Water Works

CITY PURCHASING APPROVAL:

\_\_\_\_\_  
Bobbi Hageman, Acting Chief Procurement  
Officer

APPROVED FOR LEGAL SUFFICIENCY

\_\_\_\_\_  
Assistant City Solicitor

CERTIFICATION OF FUNDS:

Date: 10 JAN 2019

Funding: CERTIFICATION OF

Amount: FUNDS NOT REQUIRED

\_\_\_\_\_  
Reginald Zeno, Finance Director

APPROVED BY DEPARTMENT OF  
ECONOMIC INCLUSION:

\_\_\_\_\_  
Markiea Carter, Director

CITY Contract 95X0047

+Exhibit A

# MEMORANDUM OF UNDERSTANDING

Between the City of Cincinnati, Ohio, on behalf of its Greater Cincinnati Water Works,  
and City of Alexandria, Virginia Sanitation Authority, dba Alexandria Renew Enterprises  
pursuant to a "Billing and Collection Services Agreement" dated January 10, 2018  
(Alex Renew Agreement No. 19-015) the "Agreement"



GREATER  
CINCINNATI  
WATER  
WORKS



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## APPENDIX

EXHIBIT A – REPORTS

EXHIBIT B – CHANGE CONTROL PROCESS

EXHIBIT C – ALEXRENEW RATES

EXHIBIT D – ALEXRENEW SAMPLE BILL

EXHIBIT E – IVR SCRIPTS

EXHIBIT F – PAYMENT CHANNEL DOCUMENTATION

EXHIBIT G – NOTICES, LETTERS AND INSERT CALCULATIONS

EXHIBIT H – PAYMENTS PROCESSED BY ALEXRENEW

EXHIBIT I – PAYMENT ARRANGEMENT GUIDELINES AND POLICIES

EXHIBIT J – DELINQUENCY STEPS AND COLLECTION ACTIONS



## **MEMORANDUM OF UNDERSTANDING**

THIS MEMORANDUM OF UNDERSTANDING (this "MOU") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2018, by and between the City of Cincinnati, Ohio, on behalf of its Greater Cincinnati Water Works, herein sometimes referred to as "Cincinnati", "Greater Cincinnati Water Works" or "GCWW", and City of Alexandria, Virginia Sanitation Authority, dba Alexandria Renew Enterprises, herein sometimes referred to as "AlexRenew," dated \_\_\_\_\_, 2018.

### **WITNESSETH:**

WHEREAS, AlexRenew has expressed a desire that Cincinnati provide customer service and billing, payment and collection services for Wastewater Treatment and Base Charges for AlexRenew and City Sanitary Sewer System Capital Investment and Maintenance Fee for the City of Alexandria; and

WHEREAS, Cincinnati is authorized to provide customer service and billing, payment and collection services pursuant to Section 401-90 (a) of the Cincinnati Municipal Code; and

WHEREAS, the Directors of GCWW and AlexRenew are required, pursuant to Section 1 of the Billing and Collection Services Agreement dated as of \_\_\_\_\_, 2018, by and between AlexRenew and Cincinnati, to enter into this MOU to detail specific business services to be provided and processes that Cincinnati will follow for AlexRenew, to detail processes for communicating utility rates for Wastewater Treatment Charges, Base Charges, and City Sanitary Sewer System Capital Investment and Maintenance Fee and remittances to Cincinnati, to specify to which AlexRenew accounts Cincinnati is to deposit utility billing payments and how Cincinnati is to report accounts receivable to AlexRenew financial staff, and to specify measurable customer service performance requirements for AlexRenew and Cincinnati to meet and a process for compensation should the performance standards not be reliably achieved.

WHEREAS, Cincinnati and AlexRenew acknowledge that an earlier Memorandum of Understanding dated October 15, 2012 and the agreement to which it was an exhibit have been terminated;

NOW, THEREFORE, in consideration of the promises, covenants and agreements contained herein, the parties agree to recognize and be bound by the elements outlined in this MOU as the basis upon which GCWW will provide utility customer service and billing, payment and collection services to AlexRenew and will supplement the Agreement between the City of Cincinnati and Alexandria Renew Enterprises.

### **1.0 DEFINITION OF TERMS**

<b>Account</b>	Means a combination of a Customer and a given Premises.
<b>Active Account</b>	Means an Account associated with Active Service.
<b>Active Service</b>	Means any service that is moved into a Premises.
<b>AlexRenew Assist</b>	The group of GCWW senior level Contact Center agents and supervisors who respond to escalated Customer inquiries and issues.
<b>Base Charge</b>	Means a charge billed per meter to all Active Accounts to fund AlexRenew capital projects. Residential Accounts are charged a flat rate. Commercial, industrial and OPA Accounts are charged based upon meter size.
<b>Call List</b>	Means a sequential list of forms needed to complete a routine business task in Customer Suite.
<b>City Sanitary Sewer System Capital Investment and Maintenance Fee</b>	Means a charge by the city of Alexandria for the maintenance of sewer lines. This is a pass-through charge with no mark up.
<b>Collections Team</b>	The group of GCWW senior level agents and supervisors responsible for resolution of delinquent Accounts through collection letters, telephone contact, collection agency referrals and write offs.
<b>Contact Center</b>	Means facility and personnel designed to respond to Customer inquiries regarding billing and Accounts.
<b>Customer</b>	Means a customer of AlexRenew.
<b>CC&amp;B</b>	Means GCWW's new customer information system used for the billing, collection, management and reporting of Customer, location and Account information.
<b>Customer Suite</b>	Means the GCWW's customer information system used for the billing, collection, management and reporting of Customer, location and Account information as of the effective date of this MOU.
<b>Exception Mail</b>	Any mail returned from the lockbox processing.
<b>eCheck</b>	A payment instrument combining the security, speed and processing efficiencies of all-electronic transactions with the familiar and well-developed legal infrastructure and business

	processes associated with paper checks.
HBC	Means “History Based Consumption,” which is the Customer Suite process used to calculate the Winter Period Average (see “Winter Period Average” below).
HGAL	Means one hundred gallons.
Inactive Account	Means an Account associated with Inactive Service.
Inactive Service	Means any service that is not moved into a Premises.
Letter	Notice, letter or any other correspondence (except the bill).
Residential Customer Activation Fee	A charge for new residential accounts to begin service.
OPA	Means a governmental organization, quasi-governmental organization or public school.
Premises	Means a Customer location or service delivery address.
QAM	Means GCWW’s Quality Assurance Manager
RAP	Means GCWW’s Report Access Portal
Returned Mail	Means any mail returned from the post office.
TGAL	Means one thousand gallons.
VAWC	Means Virginia American Water Company, a public utility corporation of the Commonwealth of Virginia.
Wastewater Treatment Charge	A fee charged to Customers for wastewater that runs through the sanitary sewer system and requires treatment prior to discharge to a stream.
Winter Period Average	Means a calculation of the average amount of water used during the designated winter months of the year.



## **2.0 NEW ACCOUNT GENERATION**

*The purpose of this section is to define responsibilities relating to the generation of new Accounts.*

### **2.1. General Items**

- 2.1.1. AlexRenew will provide GCWW with required data to automatically generate new Accounts using the daily billed water consumption file provided by VAWC; provided, however, that, if VAWC does not provide AlexRenew with such file, GCWW will be relieved of its billing services obligation under this MOU until such time as the file is received.
  - 2.1.1.1 AlexRenew will send information relating to new Accounts to VAWC.
  - 2.1.1.2 AlexRenew's water billing agent (currently VAWC) will send data associated with each new Account, including the first billed consumption, in a file to GCWW.
  - 2.1.1.3 GCWW will use such data to record each such new Account as necessary to enable GCWW to perform the services set forth in the Agreement and this MOU.
  - 2.1.1.4 GCWW will establish new Accounts through an interface with VAWC.
- 2.1.2. AlexRenew's water billing agent (currently VAWC) will provide to GCWW the meter inventory and initial consumption for new Accounts using data files.
- 2.1.3. GCWW will utilize Customer Suite to determine whether the Customer associated with each new Account is already an existing Customer using the name, billing address, and telephone number of the Customer associated with the new Account. If the name and billing address is an exact match to an existing Customer, GCWW will utilize such existing Customer's customer number to create the new Account. Telephone numbers that do not match with existing records will be added to the existing customer record. If the name and billing address do not match an existing Customer, a new customer number will be generated for the Customer associated with the new Account.
- 2.1.4. GCWW will establish billing services for each new Account immediately after creating such new Account. All Accounts will have three service fees: a Wastewater Treatment Charge based on water consumption, a Base Charge, Charge, and City Sanitary Sewer System Capital Investment and Maintenance Fee Charge. New accounts could have a Residential Customer Activation Fee on their initial bill in addition to the above charges. These service fees will exactly match those fees currently charged as of the date of this MOU. Such fees may only be changed if and to the extent approved by the Virginia State Corporation Commission.

- 2.1.5. GCWW will determine billing cycles based on meter reading routing information provided by VAWC. GCWW will provide a written notice to Alex Renew of the billing cycle and a schedule of the billing periods and billing dates for the upcoming 12-month period, within 14 days of receipt of the reading and billing schedule from VAWC.
- 2.1.6. GCWW will bill effective with the billed consumption supplied by VAWC.
- 2.1.7. GCWW will use an address type of “BI” to identify the billing address for Customers.
- 2.1.8. GCWW will supply AlexRenew a way to query by VAWC’s billing system Premises number in Customer Suite.
- 2.1.9. There will be only one geographic rate structure for all Accounts.
- 2.1.10. All new Accounts will have (i) a Premises address with the city listed as “Alexandria”, and (ii) an Account address, to which bills are sent. The Premises address and the Account address may be the same.
- 2.1.11. All name and billing address change requests will be referred to VAWC.
  - 2.1.11.1. If GCWW receives the telephone number from VAWC in the daily Account change file, it will be updated into Customer Suite. GCWW Contact Center Agents will request this information from the Customer and make updates to the Account as needed.
- 2.1.12. There are four service types that will be used for new Accounts. They are Residential, Commercial, OPA and Industrial.
  - 2.1.12.1. GCWW will not change the service types without written authorization from AlexRenew.
- 2.1.13. GCWW will create a new “Read Method” validation of “SR” for special read and default the setting on the primary inventory window.

## **2.2. Customer Service Module**

- 2.2.1. AlexRenew and GCWW each will have access to create new notes and add to existing notes. AlexRenew and GCWW will not have the ability to delete notes.
  - 2.2.1.1 AlexRenew will use the Note Types that are currently listed in Customer Suite.
  - 2.2.1.2 AlexRenew will use the note expiration dates that are currently listed in Customer Suite with the exception of payment notes. Since AlexRenew does not want payment Note Types to expire; GCWW will assign an

expiration period of 999 months for note types of Payment and Payment Reversal.

- 2.2.2. For Customer service issues, GCWW Contact Center Representatives will attempt to handle these issues on the phone with the Customer. If the Customer is not satisfied, the representative will escalate the issue to a Contact Center Supervisor. If the Customer is still not satisfied, the Contact Center Supervisor will escalate the issue to a Contact Center Manager. If the Customer is still not satisfied, the Contact Center Manager will escalate the Customer to AlexRenew. Upon proper escalation, AlexRenew will have the right to determine the final resolution of any Customer service issue.
- 2.2.3. AlexRenew will use the existing Alerts and At A Glance items within the CSR Module of Customer Suite. Items not used and new items identified by AlexRenew will be addressed as they occur.
- 2.2.4. GCWW will set the System Level rules to allow up to two returned checks and/or ACH payments for a Customer within a one year period. Once a Customer has two checks and/or ACH payments returned for insufficient or unavailable funds, GCWW will not permit such Customer to pay by check or ACH. Twelve months following the billing cycle in which such Customer's last returned check or ACH payment occurred, if such Customer's Account is identified to be in good standing in the Customer Suite report, GCWW will remove the payment restriction manually so that such Customer may once again pay by check or ACH payment. During the 12-month restriction period, GCWW will permit the Customer to pay by credit card, money order, in-person and any other method designated by AlexRenew, and GCWW will maintain the capability to accommodate such methods.

### **3.0 BILL PROCESSING**

*The purpose of this section is to define responsibilities relating to the generation of charges and the notification to the Customer of those charges.*

#### **3.1. General Items**

- 3.1.1. GCWW will follow its established policies and procedures where AlexRenew has not provided specific policies and procedures, rules and regulations, and scripts for GCWW Contact Center agents for handling Customer inquiries and Accounts.
  - 3.1.1.1. Charges currently generated outside the billing system will not be billed within the GCWW billing system. Any manual process that AlexRenew currently performs will remain the responsibility of AlexRenew.
  - 3.1.1.2. AlexRenew has the option of entering a miscellaneous charge in the GCWW billing system providing the charge is Account specific.
- 3.1.2. GCWW will provide duplicate bills to the Customers upon request.

- 3.1.3. GCWW will generate bills monthly as determined by VAWC's current reading and billing schedule, using the established due date of 21 days from the bill date for all Accounts.
- 3.1.4. AlexRenew will provide 30 days' notice of any request for a change to standard rules and validations in the billing system through the Change Control Process (Exhibit B of this MOU).
- 3.1.5. AlexRenew will supply GCWW with new rate change information 30 days prior to the effective date through the Change Control Process as outlined in Exhibit B to this MOU. The effective date for the most current ordinance is October 1, 2017. (See Exhibit C of this MOU)
  - 3.1.5.1. Rate changes for AlexRenew will be prorated. GCWW will enter the rate to calculate charges based upon the ending and beginning dates for each rate.
  - 3.1.5.2. Rate increase information must be based on Read Date, and GCWW will prorate the rate increase in the case of a partial billing period reading.
- 3.1.6. GCWW will set up monthly rates for AlexRenew with the base days as 30. Monthly rates will be prorated for periods less than 25 days or more than 35 days. This proration method will be used only for the Base Charge.
- 3.1.7. GCWW will provide for multiple General Ledger codes to support AlexRenew needs for separate tracking of revenues. AlexRenew will provide the list and description of codes needed. The GL codes in Customer Suite will match those in GCWW's financial system and will be mapped outside of Customer Suite to those in AlexRenew's financial system.
- 3.1.8. GCWW will only bill for services when consumption data is received from VAWC.
- 3.1.9. GCWW will continue to receive usage files and address changes from VAWC. GCWW will match those changes using the VAWC Premises number and make updates in Customer Suite accordingly.
- 3.1.10. Contact Center Agents will direct Customer calls to VAWC for any Customer name or mailing address changes, Account final readings or new Account requests.
- 3.1.11. All AlexRenew residential Customers will have a Winter Period Average as calculated using the History Based Consumption (HBC) functionality in the billing system.
  - 3.1.11.1. A default value of 4,000 gallons will be used for new Accounts with insufficient billing history to calculate a Winter Period Average.

- 3.1.11.2. A minimum Winter Period Average of 4,000 gallons will apply to all Accounts. GCWW will set this as the override value following calculation of the Winter Period Average value in Customer Suite.
  - 3.1.11.3. GCWW will provide AlexRenew with fractional billing as needed for the Winter Period Average value.
- 3.1.12. Winter Period Average (HBC) consumption will be calculated as follows:
  - 3.1.12.1. GCWW will use the months of December, January and February to determine the Winter Period Average value.
  - 3.1.12.2. Wastewater Treatment Charges will be billed according to actual water consumption for all periods except those using the Winter Period Average.
  - 3.1.12.3. Only Accounts with a Residential Service Type and using a residential meter size will be eligible for Winter Period Average.
  - 3.1.12.4. GCWW will provide the ability to override an existing Winter Period Average value. The corrected Winter Period Average value will be used for the calculation of Wastewater Treatment Charges for billing periods ending in months others than December, January and February.
- 3.1.13. AlexRenew may grant additional Winter Period Average adjustments, Wastewater Treatment Charge credits, City Sanitary Sewer System Capital Investment and Maintenance Fee credits.
- 3.1.14. The Winter Period Average calculation process applies only to the AlexRenew Wastewater Treatment Charge. The City of Alexandria's City Sanitary Sewer System Capital Investment and Maintenance Fee shall be calculated based solely upon the water consumption provided by VAWC.
- 3.1.15. Consumption for the Wastewater Treatment Charge and the City Sanitary Sewer System Capital Investment and Maintenance Fee will be billed in TGALs.
- 3.1.16. GCWW will express consumption rate steps based on TGALs in fractional numbers.
- 3.1.17. AlexRenew will enter/record all activity related information within one business day from receipt of information to support billing and Customer services.
- 3.1.18. GCWW will not generate a billing statement if the water is turned off and the water company (currently VAWC) is not sending a bill. These Accounts will not be included in the VAWC consumption file.



- 3.1.19. AlexRenew will supply final readings via file through VAWC to GCWW for processing. GCWW will cease billing services in connection with any Account for which it has received a final supply reading.
- 3.1.20. GCWW will not generate an additional billing statement after the initial final billing statement unless financial activity occurs on the Account.
- 3.1.21. For the calculation of the Wastewater Treatment Charge, GCWW will provide functionality to subtract the consumption of specified deduct meters from the *consumption of other sewer services for billing purposes*. AlexRenew will provide deduct meter readings.
- 3.1.22. GCWW will input a special code in the GCWW billing system for critical need users in the AlexRenew system. AlexRenew will provide and maintain this data.
- 3.1.23. GCWW will utilize Residential, Commercial, Industrial, and OPA classes into the Service Type field. GCWW also provides a Dwelling type field for AlexRenew.
- 3.1.24. GCWW will have the authority to waive fees as a one-time courtesy for Customers under valid circumstances, as well as charges following final bills for Inactive Accounts. This authority applies to frontline Contact Center agents for delinquent charges, penalty fees (i.e. dishonored check charge) or an appropriate charge adjustment (i.e. crediting the difference between commercial and residential rates when VAWC has confirmed the change) up to \$50.00 and to AlexRenew Assist up to \$100.00. Requests for amounts beyond this threshold will be forwarded to AlexRenew. GCWW will have no other authority to waive fees or charges.
- 3.1.24.1 Valid circumstances for the waiver of delinquent charges include: the Customer has a pending adjustment, the Customer claims they missed their bill, the Customer experienced a delay in the posting of a payment, or the Customer is confused with what AlexRenew is or the service AlexRenew provides.
- 3.1.24.2 The Collections Team may use the waiver of delinquent charges or penalty fees to encourage full payment of the original service charges. This requirement may be satisfied via a payment plan.
- 3.1.25. GCWW will not debit or credit Accounts for previous billing periods without authorization from AlexRenew with the exception of those items specified in this MOU (such as returned payments).
- 3.1.26. GCWW will maintain functionality to audit data inserts/updates/deletions to Customer fields to verify the user making the change and the date the change was made. This functionality is dependent on the inclusion of the desired field in the GCWW billing system audit rules, for which GCWW will be responsible. GCWW may reasonably limit selected fields due to database size constraints.

- 3.1.26.1. AlexRenew provided GCWW with those fields for which an audit query was developed. Any additional changes following the execution of this MOU shall be made through the Change Control Process (see Exhibit B).
- 3.1.27. GCWW will provide the ability for AlexRenew to transfer charges from one Account to another and retain the due date of the original charge for delinquency purposes.
- 3.1.28. GCWW will not receive data from VAWC for any Accounts that are listed as Inactive in VAWC's system.
  - 3.1.28.1. GCWW will not bill for Inactive Accounts, but will resume billing if new consumption data is received from VAWC.

### **3.2. Adjustments**

- 3.2.1. GCWW may receive consumption adjustment data from VAWC for Inactive Accounts, including those Accounts that are shut off for non-pay.
- 3.2.2. Wastewater Treatment Charge credits based on Winter Period Average will receive an adjustment that is calculated, determined and approved by AlexRenew. The Winter Period Average override value may be adjusted at this time. These adjustments will be entered into the billing system by AlexRenew.
  - 3.2.2.1. GCWW will grant AlexRenew access to enter Winter Period Average override values directly when no consumption or monetary adjustments are necessary.
  - 3.2.2.2. Adjustments will only be made in the case of: (i) errors by AlexRenew, GCWW or VAWC or (ii) water flow adjustments by VAWC.
- 3.2.3. Leak adjustment requests from the Customer, should be referred to VAWC. When these adjustments are sent to GCWW by VAWC, they should then be referred to AlexRenew to calculate and enter the monetary adjustment into Customer Suite.
  - 3.2.3.1. If an escalation is necessary when a Customer insists upon a leak adjustment beyond what VAWC has issued and forwarded to GCWW, GCWW will forward the request and any supporting documentation to AlexRenew.
- 3.2.4. When GCWW receives notice of a billed water consumption adjustment from VAWC, GCWW will supply the consumption adjustments to AlexRenew. AlexRenew will calculate and enter the monetary adjustments into GCWW's appropriate system.

- 3.2.5. All refunds are approved by AlexRenew with the exception of refunds on credit cards, which will be processed and issued by GCWW. GCWW may only issue refunds on credit cards to Customers who have paid at least double the amount billed to such Customer during the applicable billing period.
- 3.2.5.1. GCWW may issue refunds on credit cards for remaining credit balances after a final billing by customer request if the customer has no other accounts with outstanding balances.
- 3.2.6. Except as otherwise provided herein, AlexRenew will be responsible for refund approval and processing in Customer Suite and for including a Customer note on each Account.
- 3.2.6.1. Refunds will only be issued in the name of the Account holder, regardless of who initiated the payment resulting in the credit balance.
- 3.2.6.2. In the event the Customer payment subject to the refund was originally made by cash, check, direct deposit or PIN-less debit cards AlexRenew will be responsible for issuing a refund check to the Customer. In the event the Customer payment subject to the refund was originally made by credit card which is still active, GCWW will be responsible for crediting the refund back to the Customer's credit card.
- 3.2.6.3. GCWW will provide AlexRenew with a weekly report no later than 5:00 p.m. eastern time on Mondays, which report will present all information that AlexRenew may request relating to each pending refund, so that AlexRenew can make a final decision as to whether or not to approve such pending refund.
- 3.2.6.4. Upon request GCWW will remove credit balances that occur after the final billing for Inactive Accounts. This will occur without refunding of credit balances of \$0.01 through \$9.99. Credit balances will only be removed after written approval from AlexRenew.
- 3.2.7. The AlexRenew returned item fee which is currently \$35.00 will apply for all dishonored payments to offset recovery fees. GCWW will levy this fee on the Account. Collected returned item fees will be credited to AlexRenew revenue. GCWW standard returned item fee as established by the Cincinnati City Treasurer from time to time will be billed to AlexRenew for each returned item with the monthly invoice for services. A detailed report will be provided with the invoice. GCWW will provide 30 days' written notice prior to any change in these fees.
- 3.2.8. Credit and debit accounts receivable may be transferred from an Inactive Account to another Active Account as part of the Account resolution/collection process.

- 3.2.9. GCWW may transfer a credit balance to another Account if both Accounts are held in the same name. Both Accounts will be noted.
- 3.2.10. GCWW developed and provided a general purpose process flow showing the adjustment process and the timing for adjustment.

### **3.3. Bill Presentment**

- 3.3.1. As of the effective date of this MOU, the parties have established a standard design for AlexRenew's billing statement.

AlexRenew will submit any further design change requests through the Change Control Process (Exhibit B).

### **3.4. Mailing of Bills and Inserts**

- 3.4.1. GCWW will maintain the print and mail service contract for billing. Any and all costs associated with the printing and mailing of bills, inserts and/or letters will be passed onto Alex Renew per the Agreement.

3.4.1.1. AlexRenew Customers will have the option to enroll in electronic billing via the Fiserv bill presentment network or the Alex Renew website (when this service becomes available). Customers enrolling in this service accept the terms and conditions for enrollment.

- 3.4.2. GCWW's current print and mail vendor will run a Coding Accuracy Support System certification for all City of Alexandria billing addresses.
- 3.4.3. GCWW will enable AlexRenew to select billing inserts/onserts for various groups of Accounts, such as Residential, Commercial, Industrial, or by bill cycle or other Account criteria.
- 3.4.4. AlexRenew will provide GCWW with at least 30-day advance notice with all selection criteria for inserts included with any bills.
- 3.4.5. The standard insert will be a minimum of 3" by 5" and maximum of 3.5" by 8.5" when folded (if necessary) for insertion. AlexRenew may include non-standard inserts at no additional charge, as long as such non-standard inserts do not result in the mailing weighing more than two ounces and are folded to a size no larger than 3.5" by 8.5". If AlexRenew requests non-standard inserts that result in the mailing weighing more than two ounces or inserts exceeding 3.5" by 8.5" when folded, GCWW will be entitled to charge AlexRenew for any additional costs of postage and handling resulting from exceeding the weight and size limitations.
- 3.4.6. AlexRenew shall also provide the inserts to GCWW in PDF format.
- 3.4.7. GCWW will provide AlexRenew the specific weight of a single-page billing statement inserted into a mailing envelope with a business reply envelope.

AlexRenew may use one to three inserts per mailing, but will either maintain a total mailing weight under U.S. Postal Service limits for the lowest postage rates available for first class mail (currently two ounces), or reimburse GCWW for the additional postage costs.

### **3.5. Billed Consumption Processing**

- 3.5.1. GCWW will receive a Excel file from VAWC by September 30 each year with the next year's schedule of dates for all billing cycles.
- 3.5.2. GCWW will receive daily water consumption from VAWC. GCWW will enter all consumptions into the billing system for daily batch processing and billing.
- 3.5.3. For Accounts with multiple water meters and/or multiple sewer deduct meters ("aggregate accounts"), GCWW will add the water consumption and subtract the sum of all sewer deductions to calculate consumption for the Wastewater Treatment Charge billing. The Base Charge will be determined by the number and size of water meters in the aggregation.

3.5.3.1. For Accounts with sewer deduct meters, GCWW will provide a monthly file for AlexRenew to use for the deduct meter reading process. AlexRenew will enter the deduct meter readings into the file for GCWW to upload to the billing system.

3.5.3.2. If the sum of all sewer deductions is greater than the total of all water consumption, or if a deduct meter reading is incomplete or missing, all data will be sent to AlexRenew to research and determine the correct consumption to be used for billing. GCWW will hold the Account from billing until AlexRenew informs GCWW of the appropriate consumption to use for billing.

### **3.6. Billed Consumption Review Process**

- 3.6.1 GCWW will bill all consumption provided by VAWC regardless of any high/low parameters set by AlexRenew, except as noted above in Section 3.5.3.2.
- 3.6.2 AlexRenew will contact VAWC regarding any exceptions for review and/or resolution as determined by AlexRenew.

### **3.7. Inventory**

- 3.7.1. GCWW will generate water meter inventory in the billing system with the information as supplied in the VAWC consumption file.
  - 3.7.1.1. GCWW will use the water meter inventory data to determine the connection size for calculation of the Base Charge.
- 3.7.2. Following approval for a deduct meter and prior to the next billing, AlexRenew will provide the sewer deduct meter inventory data and information



to GCWW. GCWW will not enter any sewer deduct meter inventory information or accept meter readings prior to AlexRenew's approval.

#### **4.0 CONTACT CENTER**

*The purpose of this section is to define responsibilities relating to Contact Center operations.*

##### **4.1. Hours Of Operation**

- 4.1.1. GCWW will provide a Contact Center.
- 4.1.2. GCWW will staff the Contact Center Monday through Friday 7:30 a.m. - 5:00 p.m. Eastern Time.
- 4.1.3. GCWW holiday schedule will be observed for the Contact Center staffing. GCWW's holiday schedule is:

New Year's Day January 1<sup>st</sup>\*

Dr. Martin Luther King Jr. Birthday Memorial (always 3<sup>rd</sup> Monday of January)

Presidents Day (always 3<sup>rd</sup> Monday of February)

Memorial Day (always last Monday of May)

Independence Day July 4<sup>th</sup>\*

Labor Day (always 1<sup>st</sup> Monday of September)

Veterans Day November 11<sup>th</sup>\*

Thanksgiving (always 4<sup>th</sup> Thursday of November)

Day after Thanksgiving

Christmas Day December 25<sup>th</sup>\*

\*When these holidays fall on a Saturday, the preceding Friday will be the celebrated day. When these holidays fall on a Sunday, the following Monday will be the celebrated day.

##### **4.2. Contact Center Procedures**

- 4.2.1. GCWW will respond to Customer calls in accordance with the provisions of this MOU, applying GCWW policies and procedures where AlexRenew has not provided specific policies and procedures, rules and regulations, and scripts for GCWW Contact Center agents for handling Customer inquiries and Accounts.

4.2.1.1. GCWW will own and maintain an after-hours voice mailbox for AlexRenew customers calling during non-operating hours. GCWW will be responsible for monitoring this voice mailbox for messages and responding to customer messages as a normal customer contact. The sum total of the after-hours voice messages received and responded to will be included in the monthly report sent to AlexRenew.

- 4.2.1.2. GCWW will assist Customers using the AlexRenew website (which is already in existence as of the effective date of this MOU) with basic navigation issues. AlexRenew will discuss any website changes with GCWW prior to the implementation of those changes. If there is a website issue, the “Contact Us” form online is to be used. GCWW may fill out this form on behalf of the Customer if necessary. AlexRenew and its third party providers are responsible for the maintenance of the website.
- 4.2.2. AlexRenew will own and maintain an email address for customer correspondence. Access will be provided to GCWW and GCWW will monitor and respond to messages in this email box as a normal customer contact on AlexRenew behalf. In addition, GCWW may use this email box for outgoing customer correspondence such as responses to requests for duplicate bills, account records, etc. The sum total of email messages sent from the email box will be included in the monthly report to AlexRenew.
- 4.2.3. GCWW shall use the proper name “Alexandria Renew Enterprises” for all verbal and written communications with the Customer, unless otherwise approved by AlexRenew.
- 4.2.4. With respect to unresolved Customer service calls from Customers, GCWW will follow the escalation process defined in Section 2.2.2 of this MOU. GCWW will forward such Customers to AlexRenew, either via e-mail or via telephone to the AlexRenew Management Analyst or Supervisor, in accordance with the procedures and script provided by AlexRenew.
- 4.2.5. AlexRenew will use commercially reasonable efforts to provide GCWW with timely notification of events that could affect call activity, including but not limited to: major storm events causing sewer back-up problems, office closings, and administrative changes. AlexRenew will also use commercially reasonable efforts to provide GCWW with agent scripts for such events in a timely manner. The Contact Center will respond to such events following GCWW’s operational procedures unless otherwise specified by AlexRenew. Contact Center performance requirements shall be suspended during extreme events that significantly increase call volume.
- 4.2.6. AlexRenew may provide agent scripts for special events (information that agents need in order to answer Customer questions in a timely manner), which scripts GCWW agrees to implement. Examples of special events that require scripts include but are not limited to: rate increases, engineering projects and media events (newspaper and radio coverage of AlexRenew issues).
- 4.2.7. If a Customer requests to have charges waived due to a “Utility Tax Exempt” status, GCWW will ask them to contact the Office of Foreign Missions at the United States Department of State’s Utility Tax Exemption Program. The exemption form may be faxed or mailed to GCWW. GCWW will forward any

forms received to AlexRenew for direction. Any waivers will be approved only by AlexRenew.

4.2.7.1. Upon notification from AlexRenew that a Customer qualifies for a waiver of charges due to a "Utility Tax Exempt" status, GCWW will add the Customer's Account to the "City Watch" list and "Do Not Call" list. The Customer's telephone number will be removed from the Customer record. The telephone number will be placed in the notes to be retained for future reference.

4.2.7.2. The refund process will be followed for any payments received from a Customer with a "Utility Tax Exempt" status.

4.2.8. GCWW will refer Customers with questions regarding water consumption to contact VAWC for resolution.

#### **4.3. Supervisor Referrals and Related Responsibilities**

4.3.1. GCWW will forward to AlexRenew, by the end of the next business day, questions and concerns that are not resolved by GCWW Contact Center agents.

4.3.2. GCWW supervisors will notify AlexRenew's Senior Customer Services Manager, or Chief Financial Officer immediately (within 30 minutes) upon the occurrence of a threatening Customer call or identification of any perceived threat by telephone call to AlexRenew at 703-549-3382, extension 2279, and an email to AlexRenew at [customermanagement@alexrenew.com](mailto:customermanagement@alexrenew.com). AlexRenew may provide scripts to GCWW for recognition and appropriate response to potential threats.

4.3.3. Upon AlexRenew's request, GCWW will provide to AlexRenew a recording of any call between a Customer and a GCWW agent via email.

#### **4.4. Interactive Voice Response System (IVR) Setup and Redesigns**

4.4.1. AlexRenew will have final decision-making authority with respect to the creation, existence, content or modification of any IVR script.

4.4.2. Once a script is completed and approved, any modifications to that script will proceed in accordance with the Change Control Process (as set forth in Section 15 of this MOU) and will reimburse GCWW for the reasonable, actual and direct costs incurred by GCWW in preparing and implementing such modifications.

4.4.3. AlexRenew can request an update to the emergency message when required.

4.4.3.1. The originator of the emergency message will notify all involved parties that an emergency message is being placed on the IVR.

#### **4.5. Performance Measures**

- 4.5.1. Performance measurements may be assessed no sooner than 90 days after implementation.
- 4.5.2. GCWW will maintain an AlexRenew monthly Customer call abandonment rate less than 4%.
- 4.5.3. GCWW will maintain an AlexRenew monthly Customer average speed of answer of 80% of calls in 35 seconds or less.
- 4.5.4. The service levels and average speed of answer will be based on the total number of calls answered, including IVR and agent answered calls.
- 4.5.5. The estimated staffing required to meet or exceed AlexRenew performance levels is two full-time equivalents (FTE). To respond to daily and intra-day call volume fluctuations and unexpected peaks, GCWW will train a minimum of three times this estimated FTE requirement and assign priority call routing to AlexRenew calls to ensure performance goals are met. AlexRenew will be provided monthly reports reflecting the service level and abandoned rate achieved and the corresponding number of trained Contact Center agents required to accomplish these levels. In the event a service level is not achieved for two consecutive months, or for any two of three consecutive months, GCWW will increase the trained and available staff by an additional two FTE. Assigned staffing levels will not be decreased without a consistent record of over-achievement on the service levels.
- 4.5.6. GCWW will provide AlexRenew with the prior month's Contact Center performance metrics by the first Tuesday of each month, excepting when the first Tuesday falls on a holiday or prior to the third business day of the month, and in which case the metrics will be provided not later than the fifth business day of the month.

## **5.0 PAYMENT PROCESSING**

*The purpose of this section is to define responsibilities relating to the receipt, deposit and distribution of payments.*

### **5.1. General Items**

- 5.1.1. GCWW will be responsible for all payment channels.
  - 5.1.1.1. The only exceptions are payments that are received directly by AlexRenew from sam.gov or over the counter payments at their office. AlexRenew will apply payments in system provided per the instructions in Exhibit H.
- 5.1.2. GCWW will process Customer correspondence/mail forwarded from the lockbox.

- 5.1.2.1 AlexRenew will provide a local post office box for Customer mailed payments. AlexRenew is responsible for maintaining this post office box and ensuring mail is rerouted to the GCWW post office box for processing.
- 5.1.3. Payments will be applied using a prorated distribution for partial payments with oldest charges paid first.
- 5.1.4. GCWW will be authorized to represent AlexRenew for all payment processing.
- 5.1.5. GCWW will be responsible for balancing all payment transactions.
- 5.1.5.1. GCWW will be responsible for investigating and processing all payment exceptions regardless of payment channel.
- 5.1.6. GCWW will make all payment records for AlexRenew services available for audit as reasonably requested by AlexRenew at GCWW's then current rates.
- 5.1.7. GCWW will provide to AlexRenew the payment processing reporting and payment files described in Section 9 and/or Exhibit A below.
- 5.1.8. GCWW will process all payment vouchers on behalf of AlexRenew.
- 5.1.9. GCWW will provide access to a third party website during the Term of the Agreement for pre-registration of Customers currently using automatic bank drafts to pay charges billed by VAWC. This site will also be available for new Customer registrations.
- 5.1.10. GCWW will provide Customers with the ability to pay via credit or PIN-less debit card, subject to a convenience fee charged by the payment processor, currently based upon average ticket amount. GCWW may only pass along to the Customer an amount that is no greater than the actual amount of the convenience fee (if any) charged by GCWW's payment processor to GCWW, with no markup on such fee. GCWW will support two separate convenience fees, one for Residential Account - transactions, and one for all other (Commercial, Industrial and OPA) Account transactions, in order to allow for the lowest possible convenience fees for Residential Customers. GCWW will provide access to a third party website during the Term for one-time debit/credit card and eCheck payments.
- 5.1.10.1. The current convenience fee schedule from GCWW's payment processor is identified as "Credit Card Convenience Fee Model" in Exhibit F.
- 5.1.11. Details for credit card processing are provided as "Payment Channel Documentation" in Exhibit F.
- 5.1.12. GCWW may offer Customers of AlexRenew the ability to make payments through the Automated Clearing House Network (the "Autopay Service"). GCWW may offer AlexRenew Customers the ability to enroll in or utilize the

Autopay Service through a variety of methods, including but not limited to payments online, in-person and over-the-phone. AlexRenew no longer accepts Autopay enrollment forms by mail.

- 5.1.12.1. To the extent applicable, both AlexRenew and GCWW agree to abide by the terms of the Operating Rules and Operating Guidelines (the “Operating Rules”) of NACHA – The Electronic Payments Association regarding any offers to enroll or payments made through the Autopay Service.
- 5.1.12.2. GCWW shall obtain the consent of each AlexRenew Customer utilizing the Autopay Service to be bound by the Operating Rules and that such Customer will not initiate transactions in violation of law.
- 5.1.12.3. GCWW will obtain the certification of each AlexRenew Customer utilizing the Autopay Service that they have the consent of the financial institution with which the Customer has the account he or she is making their payment from.
- 5.1.12.4. GCWW shall cause its payment vendor, and any other third party acting on GCWW’s or AlexRenew’s behalf that conducts activities that may fall under the purview of the Payment Card Industry Data Security Standard (“PCI DSS”), to be certified by the PCI Security Standards Council as being in compliance with the PCI DSS, and shall cause all applicable systems, databases and applications to be in compliance with the PCI DSS. In the event GCWW itself conducts activities that may fall under the purview of the PCI DSS, then it shall, within 30 days, become certified by the PCI Security Standards Council as being in compliance with the PCI DSS, and shall continue to cause all applicable systems, databases and applications to be in compliance with the PCI DSS.

## **6.0 DELINQUENCY AND COLLECTIONS**

*The purpose of this section is to define responsibilities relating to Accounts with past due charges and the collection processes that govern unpaid receivables.*

### **6.1. General Items**

- 6.1.1. GCWW will execute collection processes. The collection processing entails collections for unpaid finals, managing collection agencies, mail processing, mailing notices to owners, mailing duplicate bills to owners, managing the bankruptcy process, return check processing, and transfer of charges. GCWW will also perform any other delinquency and collections activity and tasks in a manner reasonably requested by AlexRenew. Additionally, GCWW will provide reports to AlexRenew for Accounts that meet AlexRenew criteria for water service disconnection, as reported by Virginia American Water. GCWW will note all collection activity in the GCWW billing system. GCWW will manage all

delinquency and collections activity in accordance with applicable law and will cause all parties acting on its behalf or on behalf of AlexRenew to act in accordance with applicable law.

- 6.1.2. GCWW will process delinquency on each business day of operation according to AlexRenew delinquency rules (see appendix J).
- 6.1.3. GCWW may provide a payment due date extensions, installment payment plans and adjustment extensions according to AlexRenew guidelines and policies as set forth in Exhibit I.
- 6.1.4. AlexRenew will provide changes to payment plan guidelines and policies to GCWW at least 30 days before application of those policies needs to take place.
- 6.1.5. AlexRenew will establish the minimum arrearage for which a service may be disconnected. See exhibit J for specific details on the minimum arrearages. The charge amount will be part of the delinquency rules and will be subject to change with 30 days advance notice to GCWW.
- 6.1.6. GCWW will use the Outbound Blaster system to notify Customers of potential disconnection of water service if the telephone number is on file.
- 6.1.7. GCWW will ensure that all Accounts that are eligible for disconnects will print to a report. The report will list all Customers who are delinquent and warrant denial of service according to AlexRenew delinquency rules.
- 6.1.8. GCWW will establish credit ratings in the GCWW billing system for Customers in accordance with GCWW practices.
- 6.1.9. GCWW will process collection agency referrals as determined by AlexRenew.
- 6.1.10. GCWW will write off accounts receivable after a specified period of time in accordance with AlexRenew guidelines.
- 6.1.11. GCWW will mail "past due" bill notifications to Customers in accordance with delinquency rules that may be prescribed by AlexRenew from time to time. Any and all costs associated with the mailing of the notifications, including design and development, paper and postage, are set forth on Exhibit G. GCWW may not increase these costs above those set forth on Exhibit G, except to the extent (and only to the extent) necessary to cover increases in postage rates and paper costs and as otherwise expressly set forth in the Agreement.
- 6.1.12. AlexRenew will transfer charges from an Inactive Account to the appropriate Active Account in the GCWW billing system using proper procedures which include detailed notes.
- 6.1.13. The Account Customer ("account holder") is responsible for payment of the bill.



## **6.2. Delinquency Processing**

- 6.2.1 AlexRenew may apply late fees.
- 6.2.2 AlexRenew may apply a late fee on the 6th day after the payment due date.
- 6.2.3 The late fee is calculated as a percentage.
- 6.2.4 The late fee is a one-time non-recurring fee.
- 6.2.5 GCWW will recommend delinquency processing steps for the various Account Class categories identified by AlexRenew. AlexRenew may provide final approval of delinquency processing steps for each desired Account Class such as Residential, Life Support, Special Handling (i.e. Mayor's Account), including any variations between Inactive and Active Account processing.
- 6.2.6 AlexRenew may revise and modify the collections processing process at any time based upon its agreements with VAWC for water disconnection services subject to the Change Control Process.

GCWW will follow the delinquency steps and collection actions as already established by the parties as of the effective date of this MOU and as may be revised from time to time by AlexRenew following the Change Control Process. The delinquency steps and collection actions are detailed in Exhibit J.

GCWW will suspend delinquency processing for Accounts with payment due date extensions, whether extended by approved Customer request or for internal processing (i.e. adjustment or bankruptcy processing); provided, however, that AlexRenew may, in its reasonable discretion, prohibit any such suspension.

- 6.2.7 AlexRenew currently does not file liens for collection. Any change to this process will be negotiated by the parties using the Change Control Process established in Section 15 of this MOU.

## **6.3. Collection Agency Processing**

- 6.3.1. AlexRenew authorizes its third party collection agency "the Collection Agency" to negotiate settlements. After an initial attempt to communicate with the Customer, the Collection Agency is authorized to use the following criteria to collect inactive Accounts:

- 6.3.1.1. The Collection Agency can go as high, if needed, as a 25% reduction without needing authorization from GCWW.

- 6.3.1.2. The Collection Agency can go as high as a 50% reduction with authorization of GCWW (and no need for GCWW to check with AlexRenew Customer Service Manager).

- 6.3.1.3. The Collection Agency can go as high as a 75% reduction with authorization from the AlexRenew Customer Service Manager.

6.3.1.4. Charges associated with Collection Agency fees will be paid by AlexRenew.

6.3.2. After an initial attempt to communicate with the Customer, the termination of service process which is outlined in Exhibit J will be followed.

6.3.4. GCWW will enter Collection Agency Payments and Fees into Customer Suite.

6.3.4.1. Funds collected by the Collection Agency will be reported per Account. Each record in the report will identify the total fees collected. This will be further broken down by the Collection Agency fee (CAFE) and the fee returned to AlexRenew. In the event the Customer pays via one of the AlexRenew payment channels on an Account sent to the Collection Agency, the Collection Agency will deduct the CAFE from the total fees returned for the period. See Exhibit K for the payment and fee application detail.

#### **6.4. Bankruptcy, Insolvency and Receivership Processing**

##### **Bankruptcy Processing**

Bankruptcy notices may be sent to the payment lockbox address, directly to AlexRenew, or other locations. Therefore, when either party receives notification, it must be shared with the other party. GCWW will take all of the necessary steps to assist AlexRenew through the process for compliance with bankruptcy filings and applicable law and will provide all information requested by AlexRenew to file claims as appropriate. These steps may include, at AlexRenew's direction, but are not limited to:

- Contacting the debtor's attorney to identify all Accounts involved in the filing.
- Cancelling all delinquency and collections processing for the affected Accounts.
- Suspending all billing unless and until VAWC sets up a new Account for post-petition charges.
- Communicating with AlexRenew to arrange through VAWC for actual meter readings (when necessary) to adjust Accounts to the actual date of filing.
- Adjusting the Accounts.
- Initiating the refund process with AlexRenew for any payments deemed by the bankruptcy courts to be "preferential" payments.
- Identifying and reporting all involved amounts as "Bad Debt".
- Processing any payments received from the courts.
- Submitting all amounts discharged by the bankruptcy courts to AlexRenew for write-off.
- Reversing all amounts from "Bad Debt" when cases are dismissed, and recommencing collection actions as necessary.
- Noting all actions on the Accounts involved.

AlexRenew will be responsible for filing the claims with the bankruptcy courts and responding to any requests for appearances in court or service on debtor committees. GCWW will provide all necessary documentation and support for these activities.

### **Insolvency Processing**

Notices of insolvency may be sent to the payment lockbox address, directly to AlexRenew, or other locations. Therefore, when either party receives notification, it must be shared with the other party. GCWW will take all of the necessary steps for compliance with insolvency proceedings and applicable law, and will provide all information requested by AlexRenew in connection therewith. These steps may include, at AlexRenew's direction, but are not limited to:

- Contact the debtor's attorney or appropriate representative of the debtor's estate (Administrator, Executor) to identify all Accounts affected by the insolvency.
- Provide a list of all involved Accounts to AlexRenew. AlexRenew may choose to notify VAWC to discontinue water service if that has not already occurred. If VAWC continues to provide water service and there is actual consumption, GCWW will continue billing as well.
- Provide any requested documentation of amounts due to the appropriate representative of the estate.
- Identify and report all involved amounts as "Bad Debt".
- Process any payments received as final settlement.
- Submit all remaining debts to AlexRenew for write-off.
- Note all actions on the Accounts involved.

### **Receivership Processing**

Receivership notifications may be sent to the payment lockbox address, directly to AlexRenew, or other locations. Therefore, when either party receives notification, it must be shared with the other party. GCWW will take all of the necessary steps for compliance with receivership proceedings and applicable law, and will provide all information requested by AlexRenew in connection therewith. These steps may include, at AlexRenew's direction, but are not limited to:

- Contact the Receiver to identify all Accounts involved in the receivership.
- Determine the responsibilities of the Receiver as provided in the receivership filing.
- If the Receiver is not responsible for existing debts, those debts will be moved into Bad Debt and initiate (or continue) collection actions against the Customer, with the exception that disconnection of water service is not an option.
- Charges for which the Receiver is responsible will need to be billed in the name of the receivership. GCWW will coordinate with VAWC in this regard.

- Charges that are the responsibility of the Receiver will be subject to ongoing delinquency and collections processes, including the disconnection of water service.
- Charges will be moved back to the original Customer when the receivership has ended. Collection will continue as appropriate against the Customer. New charges will be billed to the same Customer unless there is a new Customer identified for billing.
- Note all actions on the Accounts involved.

## **7.0 SERVICE ORDERS**

*The purpose of this section is to define responsibilities relating to the generation, scheduling and closing of service orders.*

### **7.1. General Items**

- 7.1.1. All Accounts that are eligible for water service disconnection will print to a report for AlexRenew.
- 7.1.2. AlexRenew will select Accounts to send to VAWC for water service disconnection from the above report of eligible Accounts. AlexRenew will provide daily updates by email to GCWW for Accounts when water service has been disconnected or reconnected, related to AlexRenew delinquency process.
- 7.1.3. When GCWW receives the CLOSE BILL transaction for the Account, GCWW will generate a final bill and inactivate the Account. When payment is received by GCWW in satisfaction of arrearages sufficient to reconnect water service disconnected for non-payment. Customer will contact the AlexRenew Contact Center to initiate a service order requesting the reconnection service process through VAWC.
- 7.1.4. AlexRenew will provide the requirements and policies for water service reconnection to GCWW, and GCWW will then promptly provide such requirements and policies to Customers. GCWW will not provide any guaranteed reconnection service times to Customers.

## **8.0 CUSTOMER COMMUNICATIONS**

*The purpose of this section is to define responsibilities relating to communications received from or sent to the Customers.*

- 8.1. AlexRenew will be responsible for any pre-implementation communications with Customers. GCWW may provide suggestions and review as requested by AlexRenew.
- 8.2. GCWW will answer all Customer communications included with the payment. GCWW will either make all necessary changes, updates and notes in the GCWW

billing system from information received with the payments or forward the information to VAWC as per the processes approved in this MOU.

- 8.3. AlexRenew will forward all mail, faxes and e-mail received to GCWW where appropriate.
- 8.4. AlexRenew will receive and process Returned Mail that is undeliverable by the United States Postal Service and will refer all Customer billing address changes and maintenance based upon Returned Mail to VAWC. Returned billing statements will not be excluded from the assessment of a billing fee to AlexRenew.
- 8.5. AlexRenew will provide all appropriate Customer correspondence and make all scanned documents available to the GCWW.
- 8.6. Any and all costs associated with mailings to Customers are set forth on Exhibit G. GCWW may not increase these costs above those set forth on Exhibit G, except to the extent (and only to the extent) necessary to cover increases in postage rates and paper costs or as otherwise expressly set forth in the Agreement. GCWW will provide to AlexRenew a detailed monthly report of the costs associated with all mailings during a given month.
- 8.7. AlexRenew will be charged for any modifications to existing inserts and letters that would require a software modification, provided that AlexRenew approves any such charges in advance in writing. The costs for the design and development of any new letters or inserts are set forth on Exhibit G. GCWW will complete design and development of any new inserts or letters subject to the Change Order Process in Exhibit B.
- 8.8. AlexRenew may use up to three inserts per mailing. Refer to Section 3.4.5 for a terms and conditions relating to inserts.

## **9.0 REPORTS**

*The purpose of this section is to define responsibilities relating to reports.*

### **9.1. General Items**

- 9.1.1. GCWW will provide AlexRenew with reports necessary for go-live and for the ongoing maintenance of the relationship, as reasonably requested by AlexRenew from time to time as set forth on Exhibit A. All reports listed in Exhibit A will be converted to the new billing system format. Any additional reports needed or requested by AlexRenew will be created using the Change Request Process as described in Exhibit B.
- 9.1.2. AlexRenew will request changes of the criteria necessary to produce or modify any reports using the Change Control Process. .

- 9.1.3. After the go-live date, major changes to existing reports or a new report will be at the expense of AlexRenew as determined by the Change Control Process. Notwithstanding the foregoing, if AlexRenew's auditors identify the need for new items to be included in existing reports or the need for new reports for industry standard reporting, GCWW will provide the audit-required changes or new reports per the Change Control Process.

## **10.0 TECHNOLOGY**

*The purpose of this section is to define responsibilities relating to the technical infrastructure and procedures used to provide billing and communication services.*

### **10.1. Record Retention**

- 10.1.1. GCWW will continue to collect billing records up to and after the date of conversion and implementation of the CC&B system. GCWW will retain those collected records for three years with any additional conversion or storage charges incurred by GCWW, billed to and paid by AlexRenew.
- 10.1.1.1. GCWW will retain records in accordance with the State of Ohio approved policy. AlexRenew will be responsible for hard copy storage.

### **10.2. Security**

- 10.2.1. GCWW will enforce city of Cincinnati standard of network and systems accessibility that is provided at the time the new AlexRenew user is added.
- 10.2.2. AlexRenew will contact the GCWW Help Desk at (513) 591-7774 or @ [FixIT@gcww.cincinnati-oh.gov](mailto:FixIT@gcww.cincinnati-oh.gov) for any access requests.
- 10.2.3. GCWW will ensure AlexRenew access to GCWW firewall/network and the Customer data that resides within the network.
- 10.2.4. GCWW will provide AlexRenew personnel with Account access to the GCWW billing system as necessary.
- 10.2.5. AlexRenew will provide a single-point of contact with the Senior Customer Service Manager for all security-related issues.
- 10.2.6. AlexRenew will inform the GCWW billing system administrators of the access needed for any AlexRenew users in the GCWW billing system.
- 10.2.7. AlexRenew will enforce proper usage of AlexRenew system access by individual users.
- 10.2.8. AlexRenew will be responsible for maintaining access to the internet.

### 10.3. GCWW Billing System Support

10.3.1. GCWW will support all software currently in use at GCWW's direction that is furnished by GCWW. Software not currently being used will only be supported by GCWW with GCWW's prior written agreement. Support Services consist of (a) providing AlexRenew access (via the internet, telephone or other means established by GCWW) to GCWW's support helpline, (b) installing, when and if generally available, updates; and (c) using reasonable efforts to resolve any material verified and reproducible errors in the then-current, general release version of the software provided by GCWW. A resolution can be, without limitation, an answer that resolves a support incident; a code fix; a software patch release; a change in an operational process; a commercially reasonable workaround; or the provision of steps that, upon completion, will lower the criticality of the Support incident. Support incident resolution is often an iterative process that is dependent upon many variables. At times determination of root cause and resolution of an incident requires collaboration and troubleshooting by various teams within the parties. The nature of this process makes providing specific target resolution times difficult. To the extent that GCWW cannot correct the foregoing errors, it will use reasonable commercial efforts to escalate the error to its own hosting and Support provider(s). However, GCWW shall have no obligation to correct an error or problem caused by (i) AlexRenew's negligence or misuse of the CC&B System; (ii) AlexRenew's own hardware, software or network; (iii) AlexRenew's failure to maintain an adequate operating environment or technology or failure to fulfill any of its obligations or responsibilities under this MOU or the Agreement; or (iv) failure to use or install error corrections, patches or updates, or take other reasonable actions recommended by GCWW in writing so that the CC&B System functions properly.

10.3.2. GCWW will respond to AlexRenew requests for assistance for the GCWW billing system within the following guidelines.

Priority	Effort	Response Time	Resolution Time
1	Requires Immediate attention – 24x7	15 minutes	0-4 hours
2	Requires Immediate attention – 24x7	30 minutes	8 hours
3	Business Hours	60 minutes	16 hours
4	Business Hours	1 day	40 hours
5	Business Hours	2 days	Scheduled



- 10.3.2.1. AlexRenew will contact GCWW help desk @ (513) 591-7774 or @ [FixIT@gcww.cincinnati-oh.gov](mailto:FixIT@gcww.cincinnati-oh.gov)
- 10.3.3. GCWW will provide reasonable assistance for installation and testing purposes as needed for AlexRenew connectivity.
- 10.3.4. AlexRenew will maintain the necessary computer hardware/workstations and network connections needed to access and use the GCWW billing system at AlexRenew locations. For the avoidance of doubt, GCWW maintains and is responsible for its entire billing system and for ensuring the functionality and accessibility thereof.
- 10.3.5. AlexRenew will provide all support for AlexRenew hardware at AlexRenew locations.
- 10.3.6. AlexRenew will provide the operating system support for AlexRenew hardware.
- GCWW will notify AlexRenew by e-mail and phone of any system outages. Such notification will be provided as soon as the outage time is known, with GCWW providing at least 8 hours advance written notice of scheduled outages, and as soon as possible in the event of unscheduled outages.
- 10.3.6.1. AlexRenew will provide e-mail/phone contacts to GCWW for application and support personnel (including out of business hour coverage).
- 10.3.6.2. For all outages GCWW will update the IVR within 15 minutes of acknowledgement of the outage.
- 10.3.7. GCWW will provide AlexRenew change control and defect notification procedures (Reference Exhibit B of the Appendix). AlexRenew will follow these procedures as described.
- 10.3.8. GCWW will provide operations and support of necessary for GCWW billing system batch processing as set forth herein.

**10.4. Hardware/Software**

- 10.4.1. GCWW will provide for firewall hardware at GCWW. In the event of an outage impacting the firewall or network GCWW will notify AlexRenew.
- 10.4.2. AlexRenew will provide for firewall hardware at AlexRenew. In the event of an outage impacting the firewall or network AlexRenew will notify GCWW.
- 10.4.3. AlexRenew will provide for network monitoring.

10.4.4. GCWW will provide interactive voice response (IVR), GCWW billing system software and data base back up and disaster recovery systems.

10.4.4.1. GCWW will be responsible for hardware maintenance and support of hardware located at GCWW's facilities.

10.4.5. Remote Access Connections - Included in the pricing agreement at 5 remote access licenses. Additional remote connections for AlexRenew employees will be provided at the prorated cost outlined in the Schedule of Fees and Rate – Exhibit C to the agreement per year over the five-year duration of this Agreement. All of GCWW's and its providers' remote access security policies must be followed.

**10.5. AlexRenew will comply with all terms, conditions and restrictions set forth in the applicable license agreements.Interfaces**

10.5.1. GCWW has developed and will maintain the following interfaces:

10.5.1.1. Payments Interfaces -

10.5.1.1.1. Lockbox payments (currently US Bank).

10.5.1.1.2. Credit Card payments (currently FIS-Metavante):

- IVR
- WEB
- Payment Confirmation

10.5.1.1.3. Auto Debit (currently Fifth Third ACH).

10.5.1.1.4. Electronic Bill Payment and Presentment (currently Fiserv/Checkfree)

- Electronic remittance
- Electronic billing
- Payment confirmation

10.5.1.2. Web Interface –

10.5.1.2.1. GCWW will provide a web interface to register Customers to auto enroll them in reoccurring EFT payments

10.5.1.3. Customer, Premises, and Service Maintenance Interface –

10.5.1.3.1. GCWW will maintain interface with AlexRenew's water billing agent (currently VAWC).

10.5.1.4. Usage/Meter Reading Interface-

10.5.1.4.1. GCWW will receive usage data from AlexRenew's water billing agent in the format and frequency contractually agreed upon by AlexRenew and water billing agent (currently VAWC).

10.5.1.4.2. GCWW will convert water usage to readings and enter the water readings and bill Accounts based on the reading.

10.5.1.4.3. Consumption adjustments will be sent to AlexRenew for review and approval.

10.5.1.4.4. Final bills will be manually entered if automation is not possible.

10.5.1.5.           Adjustments Interface –

10.5.1.5.1. AlexRenew will provide adjustment data to GCWW billing system in the format and frequency as mutually agreed upon by GCWW and AlexRenew.

10.5.1.6.           General Ledger Interface –

10.5.1.6.1. GCWW will provide general ledger data from the billing system to AlexRenew in the format and frequency as mutually agreed upon by GCWW and AlexRenew.

10.5.1.7.           Refunds Interface –

10.5.1.7.1. AlexRenew will provide refund data to GCWW billing system in the format and frequency as mutually agreed upon by GCWW and AlexRenew.

10.5.1.7.2. Credit card refunds will be handled through an interface with current credit card vendor.

10.5.2. AlexRenew will perform all software and hardware maintenance and support necessary for all interfacing and ancillary systems to the GCWW billing system.

## **10.6.     Conversion**

*The purpose of this section is to define the scope relating to data conversion in the billing system.*

Prior to conversion to CC&B billing system, GCWW will meet with AlexRenew personnel to discuss and decide all conversion of data strategies.

## **11.0    TRAINING**

*The purpose of this section is to define responsibilities relating to the training of new and existing staff.*

- 11.1. GCWW will provide \_\_\_\_\_ hours of initial GCWW billing system training for up to \_\_\_\_\_ selected AlexRenew personnel. AlexRenew will train additional AlexRenew staff on the use of the GCWW billing system.
- 11.2. GCWW will provide written notification of and training for any changes that occur post go-live within the GCWW billing system, as appropriate. Fees for such training are outlined in Exhibit C to the Agreement.

## **12.0 GOVERNING OF EXISTING CONTRACTS**

*The purpose of this section is to define responsibilities relating to the contracts maintained by GCWW.*

- 12.1. GCWW will maintain responsibility for the following contracts with its service providers:

- 12.1.1. IVR Contract.
- 12.1.2. Mail Contract for billing statements.
- 12.1.3. Billing System Contract.
- 12.1.4. Bill Print Design Contract.
- 12.1.5. ACH / EFT Contract.
- 12.1.6. Lockbox Contract.
- 12.1.7. Credit Card Contract.
- 12.1.8. E-billing and Remote Payment site Contracts.
- 12.1.9. Collection Agency Contracts.

## **13.0 TRANSFER OF FUNDS**

- 13.1. GCWW will make daily deposits for all funds received in payment of charges billed on behalf of AlexRenew into Accounts owned and maintained by the city of Cincinnati, Ohio.
- 13.2. GCWW will initiate an EFT transfer through the City of Cincinnati, Treasury Department of all payment channel funds deposited in payment of charges billed on behalf of AlexRenew every business day.
- 13.3. GCWW will provide a daily accounting of all deposits by General Ledger fund code to accompany the weekly fund transfer. This detail accounting will also include any adjustments to deposits not previously identified, such as adjustments for returned payments (dishonored checks or ACH transactions;

reversed credit card transactions) and other items affecting the total transfer amount.

#### **14.0 INVOICING**

- 14.1. GCWW will render monthly invoices to AlexRenew for the prior month's business. Each invoice is expected to be clear as to the total amount owed to GCWW. The basis for the amount owed will be supported with sufficient detail so that each invoice can be independently verified and/or calculated. The invoice and detail will be submitted no later than the 15<sup>th</sup> for each preceding month. AlexRenew will pay the balance on the invoice within 30 days of invoice date.

14.1.1. GCWW will send the invoice for this revenue billing service monthly to the AlexRenew Accounts Payable.

14.1.2. AlexRenew will remit money due GCWW within thirty (30) days from receipt of a statement.

14.1.3. AlexRenew will have the right to dispute any billing during the thirty (30) days following receipt of GCWW's statement for services provided. Disputes will be directed to the GCWW Quality Assurance Manager (QAM). In the case of a dispute AlexRenew will pay the undisputed amount of the invoice unless otherwise negotiated with GCWW. When the dispute is resolved, any resulting settlement will be detailed on the next invoice.

#### **15.0 REQUEST FOR CHANGES**

*The purpose of this process is to define responsibilities relating to the initiation of requests for enhancements to the processes, reports and systems related to billing and customer support services.*

- 15.1. AlexRenew will submit to the GCWW QAM any request to change billing rules or validations, billing methodology, reports, or business processes within the scope of the Agreement pursuant to the "Change Control Process" outlined in Exhibit B of the Appendix to this MOU. Any change resulting in an agreed upon adjustment in billing fees will be memorialized in an amendment to this MOU.
- 15.2. AlexRenew will explain all requests for changes on the AlexRenew change request form.
- 15.3. AlexRenew will e-mail change request forms to e-mail address designated by GCWW.
- 15.4. GCWW will confirm receipt and review of request within one week of receipt of the e-mail.

- 15.5. GCWW will ensure that the AlexRenew Chief Executive Officer and any other individual designated by AlexRenew, is aware of any proposed changes and implementation plans.
- 15.6. AlexRenew will clarify any requests as needed.
- 15.7. AlexRenew will be responsible for AlexRenew system-side testing and costs agreed upon with GCWW.
- 15.8. AlexRenew will use the form in Exhibit B to communicate change requests. GCWW will consider change requests in good faith but will be under no obligation to perform them unless and until both parties agree to them under a written Change Order.
- 15.9. GCWW staff will be billed at a rate found in the Scheduled of Fees and Rate (Exhibit C of the Agreement).
- 15.10. In the event a change is requested by AlexRenew and the GCWW QAM returns a written a Change Request for approval and it is rejected, GCWW right to bill for time spent to recover costs for drafting the Change Request at a rate as outlined in Scheduled of Fees and Rate (Exhibit C of the Agreement) to recover the cost of formalizing the estimate.

#### **16.0 AUDIT ACCOUNTS**

- 16.1. GCWW will make all financial and GCWW billing system records pertaining to AlexRenew transactions available to AlexRenew or its authorized representative upon request for GCWW Professional Services rate as outlined in Scheduled of Fees and Rate (Exhibit C) – Section C.

**IN WITNESS WHEREOF**, GCWW and AlexRenew, as authorized by the Agreement, have hereunto set their hands as of the date first written above.

**AGREED:**

CITY OF CINCINNATI  
GREATER CINCINNATI WATER WORKS

---

Cathy B. Bailey, Director

Greater Cincinnati Water Works

CITY OF ALEXANDRIA, VIRGINIA SANITATION AUTHORITY DBA  
ALEXANDRIA RENEW ENTERPRISES

Karen Pallansch, Chief Executive Officer  
Alexandria Renew Enterprises

APPROVED AS TO FORM:

Cincinnati Assistant City Solicitor



## APPENDIX

### EXHIBIT A

#### Reports

*The purpose of this section is to define the generation, distribution and content of initial reports, which will be created by GCWW for AlexRenew use.*

#	For Use By	Report	Description	Consumption , Financial or Quality Assurance	Frequency
1	AlexRenew/GCWW	ACCTBAL	List of accounts showing balance	F	O
2	AlexRenew	AGED	Aging process for accounts receivable	F	Q, Y
3	GCWW	ALEX-ACH-RETURN-XLS	List of returned checks by account	F	M
4	AlexRenew	ALEX-ACTIVE-ACCT-COUNT	Count of active accounts by account class	F	O
5	GCWW	ALEX-BILL-COUNT	Monthly report of the number of bills generated	F	M
6	AlexRenew/GCWW	ALEX-BILLING-SCHEDULE	Year Billing Schedule	C, F	O
7		ALEX-BILLING-TRX-SUMMARY	Print vender report totals for generated billing statements and letters (parameters will be determined by AlexRenew & GCWW.)	F	D
8		ALEX-DEPOSIT-AUDIT	Retired		
9	AlexRenew	ALEX-FINAL-CALL-ELIGIBLE	List of accounts AlexRenew Sr CSM to contact prior to POST	F	O

10	AlexRenew	ALEX-OPEN-DMS	Accounts with an Open VAWC Disconnection request	F	O
11	AlexRenew	ALEX-OPEN-SONP	Accounts with an Open Service Order Non-payment	F	O
12	AlexRenew	ALEX-POST-ELIGIBLE	Account eligible for Termination and posting door hanger	F	D
13	GCWW	ALEX-TERM-ELIGIBLE	Accounts eligible for 1st Termination letter	F	D
14	GCWW	ALEX-USAGE-IF-ADJ-NO-ACCOUNT	Usage interface exceptions - New accounts with a final bill	QA	D
15	GCWW	ALEX-USAGE-IF-CYCL-ACCOUNT	Usage interface exceptions - New accounts need cycle	QA	D
16	GCWW	ALEX-USAGE-IF-EXCEPTION	Usage interface exceptions - Analysis needed to complete billing	QA	D
17	AlexRenew/GCWW	ARBAL	Accounts receivable balance	F	Q, Y
18	AlexRenew/GCWW	BANKDRFT	List of accounts enrolled on Alexrenew.com sent to bank for drafting payment	F	D
19	AlexRenew/GCWW	BILLEXCEP	Customer Suite Billing Exceptions	QA	O
20	GCWW	CHARGE	Accounts where the charge frequency is not 12	QA	M
21	GCWW	CHG-CALC-EXC	Charge calc process exceptions	QA	D
22	GCWW	COLLECTION	Collections action needed	QA	W
23	AlexRenew	COLLMONTH	Past due accounts showing aged balance	F	M
24	AlexRenew/GCWW	Daily Credit Card (Detail)	Daily IVR / WEB report	QA	O
25	GCWW	ELBX-PAYMENT	Daily eLockbox (US Bank) payments	F	D

26	GCWW	FISERV-EBILL	FISERV EBILL DISTRIBUTION ERROR	QA	O
27	GCWW	FISERV-PAYMENT	Daily Fiserv payments	F	D
28	GCWW	HBC-POST-PROC-AUDIT	HBC Value Post processing	QA	O
29	GCWW	HBC-PRE-PROC-AUDIT	HBC Value Pre- processing	F	O
30	AlexRenew/GCWW	IVRU-WEB-PAYMENTS	Daily IVR / WEB report	QA	O
31	AlexRenew/GCWW	LEDGER	Ledger report for specific customer account	F	O
32	GCWW	NON-ASSOC-SEWER	Dependent association missing on service	QA	W
33	AlexRenew/GCWW	REFUND	Funds offset by refunds	F	W
34	AlexRenew/GCWW	REVPAY	Payment Reversal	F	D, M
35	AlexRenew	SUMA	Break down by fund number for new charges, adjustment and payment transactions	F	D, M, Y
36	GCWW	UAPCBDD-ACH	Daily ACH Payments	F	D
37	GCWW	UAPCRPI-LOCKBOX	Daily lockbox (US Bank) payments	F	D

<b>LEGEND</b>
<b>F = Financial</b>
<b>C = Consumption</b>
<b>O = On Demand</b>
<b>Q = Quality Assurance</b>
<b>N = No</b>
<b>Y = Yes</b>
<b>D = Daily</b>
<b>W = Weekly</b>
<b>M = Monthly</b>
<b>Y = Yearly</b>

### Existing Vendor Payment Reports

**Lockbox** – supplied by US Bank and delivered to GCWW in the daily ‘yellow’ bag.

**ACH 5th/3rd Report** – supplied by 5th/3<sup>rd</sup> Bank and delivered to GCWW via email daily.

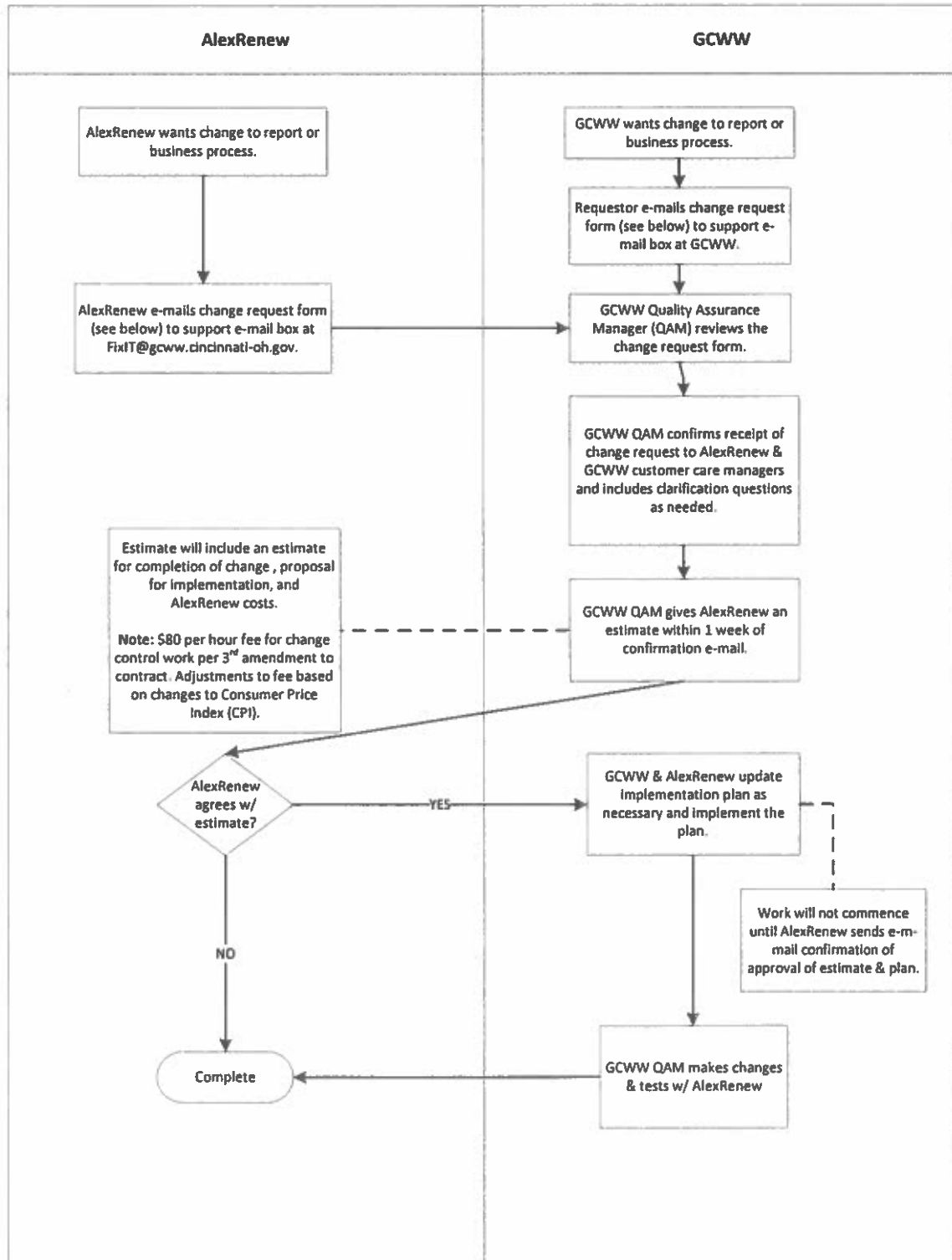
**Two Fiserv Reports** – supplied by Fiserv and delivered to GCWW via email daily – one is the total batch amount & one is the reversals

**Data Point – FIS** – ability for GCWW to retrieve reports for the following: IVR & WEB.

**5th/3rd Direct** – ability for GCWW to retrieve a ‘prior day’ report that shows the total balance of the ACH & Credit Card account balances. The ACH shows any reversals due to returned ACH payments.

## EXHIBIT B

### Change Order Process



## CHANGE REQUEST FORM

### AlexRenew Change Request

Date of Initial Request:	<input type="text"/>	Change Request #:	<input type="text"/>
Request Initiated by:	<input type="text"/>	Related Request #s:	<input type="text"/>
Required Completion Date of Request:	<input type="text"/>	Change Request Name:	<input type="text"/>
Request Priority (choose one):	<input type="text"/>		

Please describe the details of request below:

Date requested for returned estimate:

### Details of Cost Estimate:

*Cost estimate is only required when AlexRenew is the request originator; when GCWW is requesting a change from AlexRenew, this section does not apply.*

Estimated cost to complete request:	<input type="text"/>	GCWW Owner:	<input type="text"/>
Estimated Start Date:	<input type="text"/>	Est. Completion Date:	<input type="text"/>
Documentation Required:	<input type="text"/>	AlexRenew Equipment Procurement Required:	<input type="text"/>
AlexRenew Human Resources Required:	<input type="text"/>		

Please describe the details of estimate below:

*After the request has been submitted, and GCWW has replied with the cost estimate, please choose one of the following options:*

AlexRenew accepts the cost estimate for this change request: Proceed with the change request listed above.	<input type="text"/>	(sign and fax to GCWW)
AlexRenew rejects the cost estimate for this change request: Do NOT proceed with the change request listed above	<input type="text"/>	(sign and fax to GCWW)
AlexRenew defers the cost estimate for this change request: This change request is on hold until further notice	<input type="text"/>	(sign and fax to GCWW)

## **EXHIBIT C**

### **AlexRenew Rates**

#### **Wastewater Treatment Charge**

Effective October 1, 2011 the AlexRenew Wastewater Treatment Charge for residential and commercial customers is \$6.36 per 1,000 gallons of water consumption. In addition, an Account Service Charge of \$6.02 is rendered per bill.

Effective October 1, 2012 the AlexRenew Wastewater Treatment Charge for residential and commercial customers is \$6.36 per 1,000 gallons of water consumption. In addition, an Account Service Charge of \$6.78 is rendered per bill (no proration occurs).

Effective October 1, 2013 the AlexRenew Wastewater Treatment Charge for residential and commercial customers is \$6.51 per 1,000 gallons of water consumption. The Account Service Charge is eliminated.

Effective October 1, 2014 the AlexRenew Wastewater Treatment Charge for residential and commercial customers is \$6.64 per 1,000 gallons of water consumption.

Effective October 1, 2015 the AlexRenew Wastewater Treatment Charge for residential and commercial customers is \$6.77 per 1,000 gallons of water consumption.

Effective October 1, 2016 the AlexRenew Wastewater Treatment Charge for residential and commercial customers is \$6.77 per 1,000 gallons of water consumption.

Effective October 1, 2017 the AlexRenew Wastewater Treatment Charge for residential and commercial customers is \$6.77 per 1,000 gallons of water consumption.

The individually-metered Residential Wastewater Treatment Charges are based upon the lessor of: a) the Customer's actual monthly metered water consumption; or b) the Customer's Winter Period Average consumption (see Section 3.1).

#### **Base Charge (formerly Bay Protection Charge)**

AlexRenew Bay Protection rates as of October 1, 2011 for residential Customers are \$16.77 per meter, billed quarterly.

AlexRenew Bay Protection rates as of October 1, 2011 for commercial Customers are charged per meter, based on the meter connection size. The following rate chart applies to either monthly or quarterly billing.



Meter Conn Size	Per Month	Per Quarter
5/8"	16.77	50.30
3/4 "	16.77	50.30
1"	41.91	125.74
1.5"	83.83	251.50
2"	134.13	402.40
3"	251.50	754.50
4"	419.16	1257.48

AlexRenew Bay Protection rates as of October 1, 2012 for residential Customers are \$25.15 per meter, billed quarterly.

AlexRenew Bay Protection rates as of October 1, 2012 for commercial Customers are charged per meter, based on the meter connection size. The following rate chart applies to either monthly or quarterly billing.

Meter Conn Size	Per Month	Per Quarter
5/8"	25.15	75.45
3/4"	25.15	75.45
1"	62.87	188.62
1.5"	125.75	377.25
2"	201.20	603.59
3"	377.25	1131.74
4"	628.74	1886.23

AlexRenew Bay Protection rates as of October 1, 2013 for residential Customers are \$25.15 per meter billed quarterly or \$6.64 per meter billed monthly.

AlexRenew Bay Protection rates as of October 1, 2013 for commercial Customers are charged per meter, based on the meter connection size. The following rate chart applies to either monthly or quarterly billing.

Meter Conn Size	Per Month	Per Quarter
5/8"	25.15	75.45
3/4 "	25.15	75.45
1"	62.87	188.62
1.5"	125.75	377.25
2"	201.20	603.59
3"	377.25	1131.74
4"	628.74	1886.23
6"	1257.50	3,772.50
8"	2012.00	6036.00

AlexRenew Base as of October 1, 2015 for commercial Customers are charged per meter, based on the meter connection size. The following rate chart applies to monthly billing.

<b>Description</b>	<b>Meter Size</b>	<b>Effective Oct 1, 2015</b>	<b>Effective Oct 1, 2016</b>	<b>Effective Oct 1, 2017</b>
Residential Base Charge	All Meters	\$8.38	\$8.99	\$9.61
Commercial Base Charge	5/8"	\$25.15	\$26.98	\$28.83
	3/4"	\$25.15	\$26.98	\$28.83
	1"	\$62.87	\$67.45	\$72.07
	1.5"	\$125.75	\$134.90	\$144.16
	2"	\$201.20	\$215.84	\$230.65
	3"	\$377.25	\$404.70	\$432.47
	4"	\$628.74	\$674.50	\$720.77
	6"	\$1,257.50	\$1,349.00	\$1,441.56
	8"	\$2,012.25	\$2,158.40	\$2,306.50
Minimum Deposit Based on Meter Size		Based on Meter Size	\$0.00	\$0.00
New Residential Customer Activation Fee		\$0.00	\$15.00	\$15.00

**City of Alexandria Sewer Maintenance Fee (formerly Sewage Collection Fee)**

The City of Alexandria Sewer Maintenance Fee rate is \$1.25 per 1,000 gallons of water consumption for both residential and commercial Customers per billed Account.

Effect July. 1, 2017 **City Sanitary Sewer System Capital Investment and Maintenance Fee (formerly City Sanitary Sewer System)** is \$1.82 per 1,000 gallons of water consumption for both residential and commercial Customers per billed Account.

## EXHIBIT D

### AlexRenew Sample Bill



**Billing questions?**  
**Call 1-703-549-3383**

clean sparkling odorless sustainable  
**it's our job**

**A message for you...**

- Your Alexandria Renew bill is now being delivered monthly.
- Have you tried AutoPay? It's easy! Your AlexRenew bill will be paid on time, every time, directly from your checking or savings account!

**Wastewater treatment and sewage collection services bill for:**

GIANT FOOD 142  
PO BOX 7900  
CARLISLE PA 17013-7003

Service address: 6724 EDSALL RD

Account number: 12008438-3000517

Billing date: February 20, 2018

Commercial billing period: January 12 to February 15 (34 days)

**Current Charges**

Wastewater treatment charge (\$6.77 x 63,000 thousands of gallons)	426.51
Base Charge	230.85
Total wastewater treatment	657.16

City Sanitary Sewer System Capital Investment and Maintenance Fee (\$1.82 x 63,000 thousands of gallons)	114.86
--	--------

Total current charges	771.82
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**Account Summary**

Previous bill amount	711.69
Payments	711.69
Remaining balance	\$0.00

Remaining balance	0.00
Total current charges	771.82

<b>TOTAL DUE</b>	<b>\$771.82</b>
Your current charges are due on March 13, 2018	

PLEASE KEEP THIS PORTION FOR YOUR RECORDS

PLEASE RETURN THIS PORTION WITH YOUR PAYMENT



Alexandria Renew Enterprises  
P.O. Box 26428  
Alexandria, VA 22313-6428

Account: 12008438-3000517

Amount due: **\$771.82**  
Due on: **March 13, 2018**

Amount Paid: \$ \_\_\_\_\_

Please make check payable to:  
Alexandria Renew Enterprises



000009 000002639

GIANT FOOD 142  
PO BOX 7900  
CARLISLE PA 17013-7003



34

40000000000120084383000517000000000000000077182000101

12



## clean sparkling odorless sustainable it's our job

### A message for you...

- Your Alexandria Renew bill is now being delivered monthly.
- Have you tried AutoPay? It's easy! Your AlexRenew bill will be paid on time, every time, directly from your checking or savings account!

**Billing questions?**  
**Call 1-703-549-3383**

### Wastewater treatment and sewage collection services bill for:

SAMUEL THOMPSON  
100 KING ST  
ALEXANDRIA, VA 22314

Service address: 100 KING ST

Account number: 12345678-1234567

Billing date: December 24, 2015

Residential billing period: November 20 to December 17 (27 days)

#### Current Charges

Wastewater treatment charge (\$8.77 x 2,000 thousands of gallons)	13.54
Base Charge	8.38
Total wastewater treatment	21.92

City sewer maintenance fee  
(\$1.25 x 2,000 thousands of gallons)

2.50

Total current charges 24.42

#### Account Summary

Previous bill amount	32.44
Payments	32.44
Remaining balance	\$0.00

Remaining balance 0.00  
Total current charges 24.42

**TOTAL DUE \$24.42**

Your current charges are due on January 14, 2016

PLEASE KEEP THIS PORTION FOR YOUR RECORDS

PLEASE RETURN THIS PORTION WITH YOUR PAYMENT



Alexandria Renew Enterprises  
P.O. Box 26428  
Alexandria, VA 22313-6428

Account: 12024533-3022371

Amount due: \$24.42  
Due on: January 14, 2016

Amount Paid: \$\_\_\_\_\_

Please make check payable to:  
Alexandria Renew Enterprises

SAMUEL THOMPSON  
100 KING ST  
ALEXANDRIA VA 22304-7718

4000000000012024533302237100000000000000002442000104

# Billing Meter Reading Details

Residential billing period: Nov 20 to Dec 17 (27 days)			
Year Number: 0600000007			
Previous Meter Read	Current Meter Read	Winter Meter Reading	Winter Meter Reading
243	245	2003	2003

## Payment Options

**Automatic Payment:** Sign up at [www.alexandriarenew.com/billing](http://www.alexandriarenew.com/billing) for Automatic Payment and your bill will be paid on time every time from your checking or savings account.

**Paperless Bill Payment:** Sign up at [www.alexandriarenew.com/billing](http://www.alexandriarenew.com/billing) for Automatic Payment and your bill will be paid on time every time from your checking or savings account.

**Pay By Phone:** Pay with a credit or debit card using our new online system at 703-640-5332. There's a small fee for this service. You will need to enter your account number as shown on the meter (up to 100 ft) of this bill.

**Pay in Person:** Authorized payment, locations are listed with this service. Accept your in-person payment. Go to [www.AlexRenew.com](http://www.AlexRenew.com) for a list of locations.

**Pay By Mail:** Use the return envelope provided with your bill. Attach and return the bill along with your check or money order. The payment address is: Alexandria Renew Enterprises, P.O. Box 26428, Alexandria, VA 22313-8428.

**How Rates are Calculated:** Alexandria Renew Enterprises has a water usage as reported by Virginia American Water Company. For residential customers, the "Winter Rate" during the months of December, January and February will be averaged to determine the residential usage for residential customers living in the rest of the year. Rates also include a base charge. This charge helps provide capital improvements to the city's sewer system and the maintenance of the city's sewer system. The cost of the sewer is also a city sewer maintenance fee to fund the operation and maintenance of the City's sewer system. This fee is not a charge based on your water usage but is included in the "Winter Period" billing rate. Other information at <http://www.alexandriarenew.com/billing> or call 703-640-5332 for more information.

The meter read on this bill is provided to you by Alexandria Renew Enterprises for information purposes only. Your meter is not read by Virginia American Water Company. Should you have questions about how the rates were determined, please contact Virginia American Water at 1-800-432-6962.

**Other Fees and Charges:** A late charge of 10% is levied on the outstanding balance of accounts that are not paid by the due date. Check and debit payments delivered by your bank are subject to a \$3.00 fee.

## MAIL PAYMENT TO:

Alexandria Renew Enterprises  
P.O. Box 26428  
Alexandria, VA 22313-8428



## **EXHIBIT E**

### **IVR Scripts**

<u><b>Alexandria IVR Script – Applicable for Day, Night, Holidays &amp; Weekends</b></u>		
<b>0.0.0.0</b>	"Welcome to Alexandria Renew Enterprises."	
<b>0.0.0.1</b>	Optional Emergency Message: "Please listen carefully, this is an important message for all" <ul style="list-style-type: none"> <li>• Custom messages for water breaks, water quality, severe weather conditions; recorded on the fly, when needed</li> <li>• System messages for fire drill, building evacuation, system outages, payment application is down, flood... pre-recorded and can be invoked manually or automatically when the IVR goes down.</li> </ul>	
<b>0.0.0.2</b>	Hidden "Back Door" IVR menu available to allow contact center management or IVR administrator to dial in and record a custom emergency message on the fly and turn on or off the message. Accessible from a different number.	
<b>0.1.0.0</b>	To make a payment, press 1  To report a problem with your sewer, press 2  For questions about your bill, press 3  For all other services, press 4  To repeat this message, press #. (Pause for 10 seconds)	
<b>0.1.1.0</b>	To make a payment, press 1  To report a problem with your sewer, press 2  For questions about your bill, press 3  For all other services, press 4  To repeat this message, press #. To speak with a Service Representative, press zero. (Pause for 10 seconds)	1: Go To: 1.0.0.0  2: Go To: 2.0.0.0  3: Go To: 3.0.0.0  4: Transfer to Rep  0: Transfer to Rep
<b>0.0.0.4</b>	Play the following when caller requests Service Representative during off hours, Holidays & Weekends:  "Our offices are currently closed. Our office hours are Monday through Friday, 7:30am to 5:00pm. Please call back during office hours. Thank you and Goodbye."	1: Go To: 1.0.0.0  2: Go To: 2.0.0.0  3: Go To: 3.0.0.0



		4: Transfer to Rep 0: Transfer to Rep

<b>1.0.0.0</b>	<b>Get Validated Account #</b> <b>(To make a payment or for questions about your bill)</b>	
<b>1.0.0.1</b>	<b>If <u>ANIMATCH</u>: (Confirm account that matches caller's ANI)</b>  To make a payment for the account at ( <u>street address</u> ), press 1. To make a payment for a different address, press 2. If you do not know the account number or phone number associated with the account, press the # key. <b>Pause...no response, repeat, no response... &gt;&gt; transfer to rep</b> The street address will be spoken using text-to-speech as <Street Num> <Street Name>.	<b>"1": Go to 1.1.0.0</b> <b>"2": Go to 1.0.0.2</b> <b>#: Transfer to Rep</b>
<b>1.0.0.2</b>	<b><u>IF NO PHONE NUMBER MATCH BASED ON ANI:</u></b> Please enter the <b>area code and phone number</b> associated with the account or the <b>account number</b> followed by the # key. If you do not know the account number or phone number associated with the account, press the # key. To correct an entry or to start over, press the star key. <b>Pause...no response, repeat, no response... &gt;&gt; transfer to rep</b>	<b>Go to 1.0.0.3</b> <b>#: Transfer to Rep</b>
<b>1.0.0.3</b>	<b>You entered (xxxxxxx). If this is correct, press 1. To re-enter, press 2. To return to the main menu, press *. To speak with a customer service representative, press 0.</b>	<b>1: Go To 1.0.0.4</b> <b>2: Go To 1.0.0.2</b> <b>*: Go To 0.1.0.0</b> <b>0: Transfer to Rep</b>
<b>1.0.0.4</b>	The number you entered matches the account with the property address (street address). If this is correct, please press 1. To Re-enter the <b>area code and phone number or account number</b> associated with the account, please Press 2. To return to the main menu, press *. To speak with a Service Representative, press zero.	<b>1: Go to 1.1.00</b> <b>2: Go To 1.0.0.2</b>  <b>Go to 1.0.0.4</b>
<b>1.0.0.5</b>	<b>If No Match Found on Number Entered</b> The number entered was not found. Please try again.	

1.1.0.0	<b>Menu 1 (To make a payment)</b> <i>Assuming a confirmed ANI match or successful account lookup</i>  Check PARAMETERS table to see if the current time should not allow payments. If we should not accept payments, play the following message and return to the Main Menu.  “Payments cannot be processed at this time. Please try again later.”	
1.1.0.2	<b>Scenario 1: Account Status is current.</b>	
1.1.0.3	“To pay the total balance of [XXX dollars and XX cents], press 1. To pay a different amount, press 2. To return to the main menu, press *. To speak with a Service Representative, press zero. Pause...no response, repeat...no response >> go to Main Menu	1: IVR transfer to EPP Vendor using PKG_CC_P_GET_A CCT_INFO 2: Go To 1.1.0.4 * Go To 0.1.0.0 0 Transfer to Rep
1.1.0.4	Please enter the amount you would like to pay, followed by the # key	Go To 1.1.0.5
1.1.0.5	“You entered [XXX dollars and XX cents]. If this is correct, press 1” “To reenter the amount you would like to pay, press 2” “To return to the main menu, press *” Pause...no response, repeat...no response >> go to Main Menu	1: IVR transfer to EPP Vendor using PKG_CC_P_GET_A CCT_INFO 2: Go To 1.1.0.4 * Go To 0.1.0.0
1.1.0.6	<b>Scenario 2: Account Status is DELINQUENT.</b>	
1.1.0.7	Your account is PAST DUE. Please continue with your payment. To pay the past due balance of [XXX dollars and XX cents], press 1. To pay the total balance of [XXX dollars and XX cents], press 2. To pay a different amount, press 3. To return to the main menu, press the star key. To speak with a Service Representative, press zero. Pause...no response, repeat...no response >> go to Main Menu	1: Go To 1.1.0.8 2: Go To 1.1.0.9 3: Go To 1.1.1.0 * Go To 0.1.0.0 0: Transfer to Rep
1.1.0.8	The system will charge [XXX dollars and XX cents], which will pay your <b>past due balance</b> . If this is correct, press 1. To re-enter, press 2.  Pause...no response, repeat...no response >> go to Main Menu	1: IVR transfer to EPP Vendor using PKG_CC_P_GET_A CCT_INFO 2: Go To 1.1.1.0
1.1.0.9	The system will charge [XXX dollars and XX cents], which will pay your <b>total balance</b> . If this is correct, press 1. To re-enter, press 2.	1: IVR transfer to EPP Vendor using

	<b>Pause...no response, repeat...no response &gt;&gt; go to Main Menu</b>	PKG_CC_P_GET_A CCT_INFO 2: Go To 1.1.0.4
1.1.1.1	<b>If the amount entered is less than the amount due:</b> The amount entered is less than the amount due. If the total amount due is not paid by the due date, your water service will be disconnected. To continue with your payment, press 1. To enter a different amount, press 2. To return to the main menu, press *.  <b>Pause...no response, repeat...no response &gt;&gt; go to Main Menu</b>	1: IVR transfer to EPP Vendor using PKG_CC_P_GET_A CCT_INFO 2: Go To 1.1.1.0 * Go To 0.1.0.0

<b>2.0.0.0</b>	<b>Menu 2 (To report a problem with your sewer service)</b>	
2.0.0.1	<p>If you are experiencing a problem with your sewer service, please call the City of Alexandria at 703-746-4488 between the hours of 7:00 AM and 3:30 PM.</p> <p>To repeat this message, press 1.</p> <p>If you are experiencing a problem with your bill and would like to speak with a customer service representative, press 0.</p> <p>To return to the main menu, press *.</p>	<p>1: Repeat 2.0.0.0</p> <p>0: Transfer to Rep</p> <p>*: Go to 0.1.0.0</p>

<b>3.0.0.0</b>	<b>Menu #3 (For Questions about your Bill)</b> <i>Assuming a confirmed ANI match or successful account lookup</i>	
	<b>Scenario 1: Account Status is current.</b>	
<b>3.0.0.1</b>	To make a payment, press 1 For payment history, press 2 To request a one-time 14-day payment extension, press 3 For all other billing questions, press 4 To return to the main menu, press * <b>Pause...no response, repeat...no response &gt;&gt; go to Main Menu</b>	1: Go to 1.1.0.3 2: Go To 3.1.0.0 3: Go To 3.2.0.0 4: Transfer to Rep *: Go To 0.1.0.0 Go To 0.1.0.0
	<b>Scenario 2: Account Status is DELINQUENT.</b>	
<b>3.0.0.2</b>	To make a payment, press 1 For payment history, press 2 For all other billing questions, press 3 To return to the main menu, press * <b>Pause...no response, repeat...no response &gt;&gt; go to Main Menu</b>	1: Go to 1.1.0.7 2: Go To 3.1.0.0 3: Transfer to Rep *: Go To 0.1.0.0 Go To 0.1.0.0
<b>3.1.0.0</b>	<b>Option 2 – Payment History</b> “The last payment received was XXX dollars and XX cents.” “It was received on ____ (insert date) ____.” “The last bill was dated ____ (insert date) ____ in the amount of XXX dollars and XX cents.” “The last meter read was on ____ (insert date) ____.” To return to the main menu, press * <b>Pause...no response, repeat...no response &gt;&gt; go to Main Menu</b>	*: Go To 0.1.0.0

3.2.0.0	<p><b>Option 3 – Payment Extension (Current and Eligible customers only)</b>  (Only offered to customers that are eligible for a 14-day payment extension – account is not yet past due and customer has not had a previous payment extension within a rolling 12 month period).</p> <p>If Social Security Number on Record:  Your payment extension has been approved. Your payment is now due on MM/DD/YYYY. Your confirmation number is XXXXX. To return to the main menu, press *. To end this call, please hang-up.</p> <p>If No Social on Record:  Please enter your social security number to qualify your request. To return to the main menu, press *. To end this call, please hang-up.  Check the format of the number entered to ensure it has 9 digits and is not a series of 1 through 9. If invalid repeat prompt. After 2 errors, transfer to a representative.  If number entered is valid number of digits:  Your payment extension has been approved. Your payment is now due on MM/DD/YYYY. Your confirmation number is XXXXX. To return to the main menu, press *. To end this call, please hang-up.  (The SSN is being stored in Customer Suite. The payment extension is automated in Customer Suite)  If number entered is invalid:  Invalid entry, please try again.</p>	*: Go To 0.1.0.0
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4.0.0.0	<b>Menu 4 (For all other services)</b>	
4.0.0.1	Transfer to an agent during business hours, play after hours message otherwise. <b>After Hours Message:</b> Our offices are currently closed. Our office hours are Monday through Friday, 7:30am to 5:00pm.	

5.0.0.0	<b>Back Door to Record Custom Emergency Message.</b>  This section is accessed by pressing * at the main menu. It is used to administer the emergency message at the beginning of the main script.	
5.0.0.1	Please enter the password followed by the # key. Collect up to 6 digits. Look up password in PARAMETERS local Oracle table.  <b>Pause...no response, repeat...no response &gt;&gt; disconnect</b>	Invalid Entry: Disconnect caller Valid Entry: Go TO 5.0.0.2
5.0.0.2	To record an emergency message, press 1. To activate the emergency message, press 2. To turn off the emergency message, press 3. <b>Pause...no response, repeat...no response &gt;&gt; disconnect</b>	1: Go To 5.0.0.3 2: Go To 5.0.0.4 3: Go To 5.0.0.1

5.0.0.3	<p>Please speak the message after the tone. When finished, press the # key.</p> <p>Record and store custom message.</p>	#: Go To 5.0.0.4
5.0.0.4	<p>Here is the message you recorded:</p> <p>Playback message.</p> <p>To accept this message, please hang up.</p> <p>To re-record the message, press 1.</p> <p>To return to the emergency message menu, press 2.</p>	<p>1: Go To 5.0.0.3</p> <p>2: Go To 5.0.0.2</p>

## **General Exception Handling**

1. Anytime if the Customer presses '0', the call will be transferred to a representative during normal business hours
2. Anytime if the Customer presses '0' during after hours, holidays, weekends - the after hour message will be played.
3. City of Alexandria will receive sewer emergency calls transferred to their line 24x7 from our IVR.
4. Holiday schedule follows all GCWW holidays.

## **Post Payment Messages**

Post Payment messages will be stored and passed to the FIS via the IVR based on information from stored procedure:

The message flags should be sent as follows:

- a. Code 01 – All other payments

“Thank you. Please wait for your payment confirmation number.”

## **Post-Payment Menu**

After payment confirmation the Customer is immediately returned to GCWW Post Payment menu.

1. To make another payment press 1 (Goes back to the payment menu 1).
2. To speak with a customer service representative press 2.
3. To take a survey on your experience today, press 3. (Leaves IVR and transfers Customer to our customer satisfaction survey.
4. To return to the Main menu press \*



## **EXHIBIT F**

### **Payment Channel Documentation**

**1. Merchant Name:**

1	AlexRenew – Web
2	AlexRenew – IVR

**Sample Contract/Agency/Site setup:**

AlexRenew Enterprises - ARE - ARE-Web

AlexRenew Enterprises - ARE - ARE-IVR

**2. Address (City, State, and Zip):**

4747 Spring Grove Ave., Cincinnati, Ohio 45232

**3. Federal Tax ID:**

*Note: This ID is required of FIS by the IRS.*

31-6000064

**4. Financial Contact (Name, Phone, and Email):**

Diane Gamstetter, 513-591-6538, Diane.Gamstetter@gcww.cincinnati-oh.gov

**5. Business Contact (Name, Phone, and Email):**

Diane Gamstetter, 513-591-6538, Diane.Gamstetter@gcww.cincinnati-oh.gov

**6. Invoice Contact (Name, Phone, and Email):**

Dan Campbell, 513-591-7747, Dan.Campbell@gcww.cincinnati-oh.gov

**7. Chargeback Contact (Name, Phone, and Email):**

Diane Gamstetter, 513-591-6538, Diane.Gamstetter@gcww.cincinnati-oh.gov

**8. Hours of Operation:**

**Monday – Friday:**

Web – 24/7

IVR – 24/7

**9. Cut Time**

Midnight ET

**10. Calendar Type**

*Note: Daily – Receive file every day and deposit every day. Normal – Receive files and deposit on non-holiday weekdays.*

Web/IVR – Daily

**11. Convenience Fee or Agency Funded? If Convenience Fee, please list fee below:**

Web and IVR will be convenience fee funded for credit and debit card transactions

COMPANY	Convenience Fee Structure				MAX PMT CAP eCheck
	Take effect	Res	Non-Res	*MAX PMT CAP Credit/Debit	
ALEX	7/21/16 (9:00am)	\$1.49	\$8.49	\$10,000	\$10,000
ALEX	4/1/2018	\$3.99	\$13.95	\$500	\$100,000
<i>*This excludes the convenience fee.</i>					

**12. Merchant Bank Name:**

Fifth Third Bank

**13. Address (City, State, and Zip):**

PO Box 630900

Cincinnati, OH 45263-0900

**14. Settlement Account Routing and Transit Number:**

042000314

**15. Account Number:**

7023362069

**16. Are we able to Debit this account (Yes or No)?**

Reversals and Chargebacks – Yes

Fees from FIS – No – prefer invoice

**17. Settlement Descriptor (10 characters):**

*Note: This will appear on your bank statement. FIS will also include a unique, FIS-provided, Merchant Code.*

FISAREWEB

FISAREIVR

**18. Yearly Volume and Estimated Number of Transactions:**

Jan/2011 – Dec/2011 Residential Totals – 12854 @ \$1,039,210.04

Jan/2011 – Dec/2011 All Other Totals – 1086 @ \$276,154.07

**19. Average Ticket Amount:**

Residential - \$80.84

All Other - \$254.28

**20. Minimum and Maximum Ticket Amount:**

~~\$0.01~~—\$10,000

See item #11

**21. Merchant Descriptor:**

*Note: This 22 character descriptor will appear on the customer's bank statement. It will begin with L2G\* followed by 18 characters defined by client.*

1	Greater Cincinnati Water Works – Web	L2G*AlexRenewWEB
2	Greater Cincinnati Water Works – IVR	L2G*AlexRenewIVR

**22. Customer Service Phone Number:**

1-703-549-3383

**23. Customer Service URL:**

<https://alexrenew.com/customers>

**24. Payment Types**

X	American Express		Bill Me Later	X	Discover	X	eCheck
X	MasterCard Credit	X (IVR and WEB)	PIN-less Debit	X (POS)	PIN Debit	X	Visa Credit

**25. Channel Types**

	API	X	IVR	X	Web		
--	-----	---	-----	---	-----	--	--

**26. Address Verification System (Web and IVR only):**

*Note: Authenticates a card purchase based on the numeric portion of the billing address and/or zip code.*

Off

**27. Card Verification System (Web and IVR only):**

*CVV authenticates a credit card purchase based on the 3-digit number that appears on the back of the card (VISA, MasterCard, and Discover) or the 4 digit number that appears on the front of the card (American Express).*

On. Single. Masked.

**28. Special Programs (VISA Tax Pilot Program, MasterCard Convenience Fee Program, VI/MC Utility Interchange Program):**

n/a

**29. Duplicate Payment Protection:**

*Note: If selected, FIS will prevent duplicate, or inadvertence payments. Please choose code from table below and time between payments (e.g. Code A and 5 minutes – The citizen must wait 5 minutes between payments if the Account Number first 6 and last 4 digits, UserPart1, L2G Merchant Code and Total Transaction Amount match.*

Web – X

IVR – X

Code	Description
A	Account Number first 6 and last 4, UserPart1, L2G Merchant Code, Total Trans Amount
B	Account Number first 6 and last 4, UserPart1, L2G Merchant Code, Total Trans Amount, Pay Method Code
C	Account Number first 6 and last 4, UserPart1, UserPart5, UserPart6, L2G Merchant Code, Total Trans Amount, Pay Method Code
D	UserPart1, L2G Merchant Code, Total Trans Amount
E	UserPart2, L2G Merchant Code
F	(eCheck) UserPart1, L2G Merchant Code, Total Trans Amount, Account Number Prefix, Account Number
G	(eCheck) UserPart1, UserPart5, UserPart6, L2G Merchant Code, Total Trans Amount, Account Number Prefix, Account Number, Account Number Data
H	UserPart1, UserPart2, UserPart4, L2G Merchant Code
X	Skip all duplicate checks

## **Credit Card Convenience Fee Model**

A fixed or variable convenience fee will be set up-front for all payment applications based on the average payment size of credit card transactions. Once established, the fee would remain fixed for an initial period for all payment amounts for the payment application. After the initial period, the average payment amount would be reviewed regularly and adjusted if the average payment falls into a different pricing category. This methodology is utilized to meet the requirements of several Card Association regulations regarding the disallowance of different fees for different payment types for an individual payment application and the disallowance of a percentage-based fee for Visa convenience fees in a non-Visa Tax Program payment application.

Average Payment Amount	Convenience Fee
\$0.00 - \$59.99	\$1.49
\$60.00 - \$79.99	\$1.95
\$80.00 - \$99.99	\$2.39
\$100.00 - \$119.99	\$2.89
\$120.00 - \$139.99	\$3.35
\$140.00 - \$159.99	\$3.85
\$160.00 - \$179.99	\$4.29
\$180.00 - \$199.99	\$4.69
\$200.00 - \$219.99	\$5.25
\$220.00 - \$239.99	\$5.75
\$240.00 +	(formula)

The current average ticket amount for AlexRenew residential Customers is \$84.00. As a result, the initial convenience fee for all residential Customers will be \$2.39.

The current average ticket amount for all other AlexRenew Customers (Commercial, Industrial and OPA) is more than \$240.00. As a result, based on the payment processors formula, the initial convenience fee for all non-residential Customers will be \$6.01.

Convenience fees may increase or decrease on a quarterly basis as average ticket amounts change for residential and non-residential Accounts.

## **EXHIBIT G**

## Notices, Letters and Insert Calculations

As stated in Section 6.2.6 of this MOU, the printing and mailing costs for the past due notices and collection letters are included in the initial GCWW price per bill. The printing and mailing costs for notices, letters and other correspondence requested by AlexRenew will be provided by GCWW using the cost schedule below as provided by GCWW's current print vendor (Kubra), subject to a 5% mark up to cover the cost of process administration.

### Kubra Cost Schedule

Service Fees	Unit Charges	As per the Agreement, AlexRenew will be responsible for any postage and paper
Pre-processing	\$0.005	
Printing [Black & White]	\$0.0170	
Printing [Highlight color / 1 color]	\$0.0190	
Insertion – Automated Folding and Insertion	\$0.0280	
Insertion – Oversized Folding and Insertion	\$0.200	
Document Archiving Fees	\$0.005 per page	
Consumable Fees	Unit Charges	
Form (pre-printed stock)	\$0.0175	
# 10 Outer Mailing Envelope (OME)	\$0.0185	
9X12 Outer Mailing Envelope (OME)	\$0.20	
# 9 Business Reply Envelope (BRE)	\$0.0175	

cost increases for all bills, notices, letters and other correspondence. GCWW will provide documentation of these increases as soon as they are identified by the United States Postal Service and Kubra. Such increases will not be charged to AlexRenew until actually incurred by GCWW and will be billed to AlexRenew at cost, without markup. The above cost schedule will be updated for material costs increases when applicable. The items subject to material cost increases are forms and envelopes only.

For example, using the fees above, a standard 8.5" by 11" single page letter not requiring a reply envelope would be priced as follows:

Pre-processing	\$0.0050
Printing (black & white)	\$0.0170
Insertion (including folding)	\$0.0280
Archiving	\$0.0050
Form (pre-printed letterhead stock)	\$0.0175
#10 envelope	\$0.0185
<u>Subtotal</u>	<u>\$0.0910</u>
GCWW process administration	\$0.0045
<b>TOTAL (not including postage)</b>	<b>\$0.0955</b>

<b>Postage</b>	<b>\$0.49</b>
<b>TOTAL (including postage)</b>	<b>\$0.5855</b>

## **EXHIBIT H**

### **Payments Processed by AlexRenew**

AlexRenew may receive payments through the [www.sam.gov](http://www.sam.gov) website or occasionally through direct interaction with customers. All payments processed by AlexRenew will follow the procedures in the “Customer Information System Over-the-Counter Payments Cashier Training Guide” that follows.



Customer Information  
System  
Over-the-Counter  
Payments  
Cashier Training  
Guide



This guide has been created to teach you how to use the payment application module to apply over-the-counter payments directly into the Customer Information System (CIS).

As stated in CIS's online help menu, payment application is the internal process of creating payment open item records with the associated codes based on the distribution designed. When a payment has been applied, offsetting payment open item rows are created on the general ledger for the specified account.

Once you have completed this training you will be able to use the payment module to:

- \$ Open a Batch
- \$ Process Payments
- \$ Void Payments
- \$ Balance a Batch

**Type of Payment: Over-the-Counter**

**Menu: Financial>Over the Counter Payments>Cash Remittance Batch Maintenance**

**Expert: UAACSET**

**First you will need to open a batch to begin taking over-the-counter payments.**

**> Navigate to UAACSET**

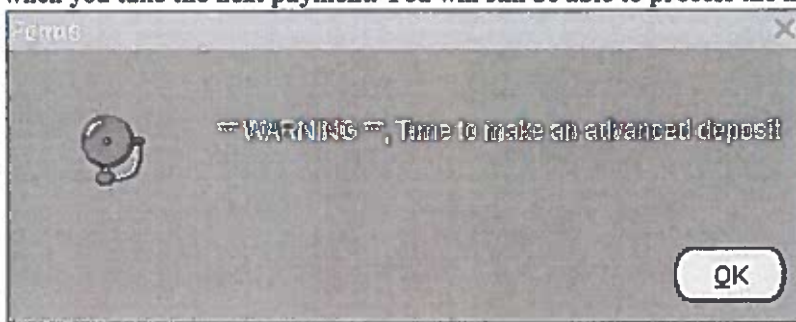
User ID	Batch No	Payment Date	Beginning Balance	Drawer Limit	Pay Serv Loc	Printer	Device
REPLY	1156	07-AUG-2011	300.00	500000.00	ALIX		

Select Quit

The User ID, Batch No, Payment Date and Beginning Balance are already pre-populated with data specific to the user and batch.

- Select the 'Pay Serv Loc' of ALEX by clicking on the list of values button.
- Select any printer that appears, it does not matter which one, there is no interface between the Alex printers and this form however you will have to select one to proceed.
- Hit F10 to commit

If you take in more payments than the drawer limit of \$500,000.00 the forms alert below will appear when you take the next payment. You will still be able to process the next payment.



Type of Payment: Over-the-Counter

Menu: Financial>Over the Counter Payments>Cash Remittance

Expert: UAACASH

Now that you have opened your batch, you are ready to process payments.

- To get started navigate to the UAACASH Cash Remittance form.

Notice that the User ID and Pay Serving Location are already populated from the criteria that were entered while opening the batch.

- Click on the list of values located by the 'Batch:' field and select the batch that you just created.

In the top block of this form there is also a 'Payment List' button that displays the list of payments entered into this batch which will be covered later.

User ID:  Batch:  Pay Serving Loc:

Customer:    
 Premises:

**Payment Entry**

Payment Date:   
 Pay Code:   
 PyPl Sub-Orignt:    
 Check Num:   
 Check Name:

☐ Pay by Check  
☐ Receipt Only

Balance Due:   
 Amt Tendered:   
 Pay Amount:   
 Change:

Charge Date	Due Date	Svc	Rate	Open Item Charge	Discount	Disc Date	BDS	RC
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

### Processing Payments

- Either click in the 'Customer:' field or Ctrl+Page Down to start entering the necessary information to process a payment. Enter the customer number then tab to the 'Premises:' field to enter the premises number.

Notice that the customer name and address populate as you enter the necessary information. The system will not allow an incorrect customer – premises combination to ensure accuracy. If needed click on the list of values button by the customer and premises fields to query for a correct account number however it is advisable to already have a correct number when processing the payments.



If you need to go back to a previous block on this form, just click on the 'revert' button also known as the 'roll-back' button which is located on the top toolbar.



User ID:  Batch:  Pay Serving Loc:

Customer:

Premises:

**Payment Entry**

Payment Date:

Pay Code:

PyPt Sub-Origin:

Check Num:

Check Name:

☐ Pay by Check  
☐ Receipt Only

Balance Due:

Amt Tendered:

Pay Amount:

Change:

Charge Date	Due Date	Srvc	Rate	Open Item Charge	Discount	Disc Date	BOS	RC
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

- **Ctrl+Page Down** will take you to the 'Payment Entry' block. The date is pre-populated and cannot be changed.
- Select the correct payment type in the 'Pay Code:' field by clicking on the list of values.

#### Pay Codes

The specific payment code of ABA was created Alex Renew for reporting purposes. The description of this payment code is Alex Bank Advice.

- Once the pay code is selected, next select the 'PyPt Sub-Origin' of EFT from the list of values. This tells someone where the payment originated.

User ID:  Batch:  Pay Serving Loc:

Customer:   
Premises:  Find %

Payment Date:   
Pay Code:   
PyPt Sub-Origin:   
Check Num:   
Check Name:

Payment Point Su...	Description
DROPBOX	Drop-Box
EFT	Electronic Transfer - Used with tender...
MAIL	Mail
WALKIN	Walk-In

Charge Date:

Balance Due:   
Amt Tendered:   
Pay Amount:   
Change:

Disc Date:  BDS:  RC:

- The next fields that appear are the 'Check Num:' and 'Check Name:' fields. These are used strictly for check payments. If information is entered in one of these fields it will not populate the 'Payment History' tab located within the 'Ledger Card History Query' form.

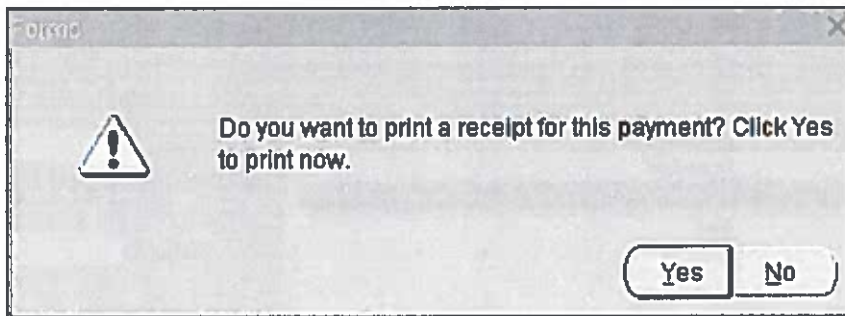
User ID:  Batch:  Pay Serving Loc:

Customer:    
Premises:

**Payment Entry**

Payment Date:  ☐ Pay by Check  
Pay Code:    
PyPt Sub-Origin:    
Check Num:   
Check Name:

- After the 'PyPt Sub-Origin:' is populated with EFT tab to the 'Amt Tendered:' field and add the amount that has been tendered.
- Click F10 to commit.



Click 'No' when the receipt pop-up screen appears, currently there is no printing capability available.

#### Voiding Payments

Remember the 'Payment List' button mentioned earlier in the training? This will enable you to void a payment transaction. Once a payment has been saved the form will automatically roll-back to enable you to start processing the next payment.

- Click the revert button located on the toolbar to navigate back to the top block of the form. At that time the 'Payment List' button will become enabled.

Payment List...

User ID:

Batch:

Pay Serving Loc:

Payment List...

Customer:

Premises:

**Payment Entry**  
 Payment Date:   
 Pay Code:   
 PyPt Sub-Origin:   
 Check Num:   
 Check Name:

☐ Pay by Check  
☐ Receipt Only

Balance Due:   
 Amt Tendered:   
 Pay Amount:   
 Change:

Charge Date	Due Date	Srvc	Rate	Open Item Charge	Discount	Disc Date	BDS	RC

Credit Card Info...

Ledger...

Loan...

Quit

- Click on the 'Payment List' button to navigate to the payments taken for today's date for the current user's batch.

Notice that the option to 'Select to Void' is available.

User ID: KFREY Batch: 1474 Pay Serving Loc: ALEX Payment List

Customer	Prem	Payment Date Time	Payment Amount	Pay Code	Check Num	Check Name
12008397	3023895	27-AUG-2013 11:22:30	30712.16	ABA	11996	GEORGE WASHINGTON MEM

Select to Print Receipt... Select to Void... Correction/Cancellations Close

- To Void a Payment – highlight the payment to be voided then click on the 'Select to Void...' button.
- Hit F10 once and the form will navigate back to UAACASH and is ready to process the next payment.

Once the payment has been voided, it will no longer appear in UAACASH or in the Payment List however record of the payment will appear in the Ledger History form.

General Payment History Adjustment Detail

Customer: 12008397 GEORGE WASHINGTON MEMORIAL PKW Master Bill Number:   
 Premises: 3023895 1700 BK ABINGDON DR Status: Active

View Zero Charges: ☒ Sum Bad Debt Adjustments: ☒

Bill Date	Trans Date	Styp	Description	Tran Amt	Balance
27-AUG-2013	27-AUG-2013	N/A	Payment Reversal	-3457.88	-10
27-AUG-2013	27-AUG-2013	N/A	Payment ABA	3457.88	-3457.98
27-AUG-2013	27-AUG-2013	N/A	Payment ABA	30712.16	-10

Close a Batch  
 Type of Payment: Over-the-Counter



**Menu: Financial>Over the Counter Payments>Cash Remittance Batch Maintenance**

**Expert: UAACAPP**

Keep in mind that any corrections to a payment should be made before the batch is closed.

- Enter the amount of the batch plus the beginning balance of \$300.00 in the "Ending Balance" field.

**Cash Remittance Batch Approval (UAACAPP - 4.0.2-1) (FPU:00)**

Add your initials in the "Approval" field

User ID	Payment Date	Batch No.	Beginning Balance	Total Receipts	Ending Balance	Control Total	Approval
KFREY	03-AUG-2012	2564	300.00	5000410.00	5000410.00	5000410.00	KF

Quit

- Click F10 to save and close the batch.

There is a scheduled process named LWPCAPP that will ensure that all batches are closed daily. It is advisable that at the end of the day all batches are to be balanced and closed. However, the LWPCAPP process is an extra check that all batches are closed before payment application is run.

Another scheduled process named UARCRBL will email a batch report to the head cashier at the Greater Cincinnati Water Works and the appropriate cashier at Alex Renew. Below is an example of the report that will be sent. This report is specifically for the purpose of reporting the cashier totals with a breakdown of payment codes, amounts & batches.

Event Description: UARCRBL - One Up no.

UARCRBL completed successfully

27-AUG-2013

Alex Renew Enterprises

Page 1

11:23:02

Cash Remittance Balancing Rpt

UARCRBL

Batch Date: 27-AUG-2013

	Pymt	Beginning	Total	Ending	Control	Corrections/
User ID Batch	Apr	Code	Balance	Receipts	Balance	Total Cancellations

KFREY 1366	AWP				3,393.04	
------------	-----	--	--	--	----------	--

Customer Remittance	ABA		1,311.09			
---------------------	-----	--	----------	--	--	--

Bat.: 1366 Subtotal		300.00	1,311.09	1,611.09	1,611.09	
---------------------	--	--------	----------	----------	----------	--

KFREY 1369	KF				3,393.04	
------------	----	--	--	--	----------	--

Customer Remittance	BA		200.00			
---------------------	----	--	--------	--	--	--

CHCK		50.03				
------	--	-------	--	--	--	--

Bat.: 1369 Subtotal		300.00	250.03	550.03	0.00	
---------------------	--	--------	--------	--------	------	--

User:KFREY Subtotal

User: KFREY Subtotal		600.00	1,561.12	2,161.12	1,611.09	
----------------------	--	--------	----------	----------	----------	--

MWALTER 1376	MMW				301.44	
--------------	-----	--	--	--	--------	--

Customer Remittance	ABA		357.30			
---------------------	-----	--	--------	--	--	--

Bat.: 1376 Subtotal		300.00	357.30	657.30	0.00	
---------------------	--	--------	--------	--------	------	--

MWALTER 1379	AWP				3,192.72	
--------------	-----	--	--	--	----------	--

Customer Remittance	BA		3,205.72			
---------------------	----	--	----------	--	--	--

Bat.: 1379 Subtotal		300.00	3,205.72	3,505.72	3,505.72	
---------------------	--	--------	----------	----------	----------	--

## **EXHIBIT I**

### **Payment Arrangement Guidelines and Policies**

1. GWWW made provide payment due date extensions of up to fourteen (14) days for any Customer one (1) time per rolling twelve (12) month period. Payment due date extensions require the Customer's date of birth and Social Security number.
2. GCWW may provide a courtesy payment due date extension of no more than seven (7) days when the Customer needs just a little more time to ensure that their payment is posted before a delinquent charge is levied. These extensions may be approved no more than four (4) times per rolling twelve (12) month period and only when the Customer has not defaulted on a previous extension within the past 12 months. These courtesy extensions will not require the Customer's date of birth or Social Security number.
3. GCWW may provide installment payment plans to Customers with extenuating circumstances such as a very large bill that is not subject to adjustment, the loss of income, or to bring multiple past due bills current. GCWW must explain to the Customer that installment payment plans are a one-time exception. GCWW's frontline Contact Center agents will have the authority to approve installment payment plans up to six (6) months. AlexRenew Assist will have the authority to approve installment payment plans up to nine (9) months. GCWW's Collections Team will have the authority to approve installment payment plans up to twelve (12) months to encourage full payment of the original final service charges to close an Account. Installment payment plans require the Customer's date of birth and Social Security number.
4. GCWW may provide an adjustment extension of up to thirty (30) days on charges that are being considered for an adjustment to allow time for the review. The Customer must still pay the regular charges that are due, based upon historical consumption, and any new charges that may become due during that period of time. GCWW will explain to the Customer that if the adjustment is denied for any reason, the charges will become due immediately, in which case GCWW may approve an installment payment plan using the above guidelines. Adjustment extensions will not require the Customer's date of birth and Social Security number.

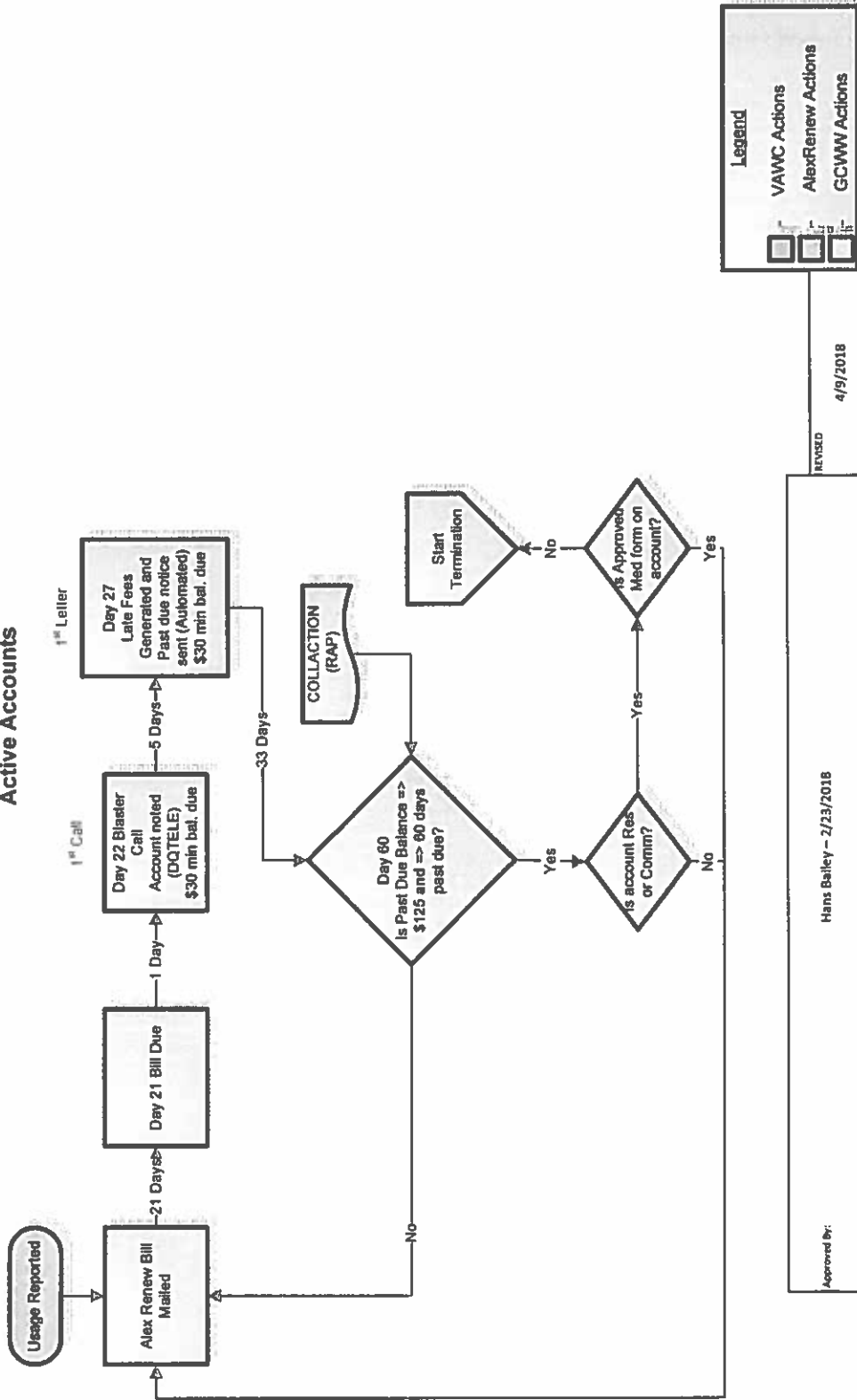
## **EXHIBIT J**

### **Delinquency Steps and Collection Actions**

#### **Delinquency - Active Accounts**

##### **1) Active account Collections**

# Alex Renew Collections Process Active Accounts



- a. Day 0 – Bill is generated
- b. Day 21 – Bill is Due
- c. Day 22 – Outbound Blaster Call - Automated. GCWW will generate these calls if there is a Customer phone number available in billing system. Account noted (DQTELE) \$30 min balance due (1<sup>st</sup> call)
- d. Day 27 – Late fees generated and pass due notice sent if accounts w/balance \$30 or greater (1<sup>st</sup> letter) - Automated
- e. Day 60 – Termination of Service begins if criteria below exists;
  - i. If the conditions are met below the initial termination letter is sent (TERM1) requesting Immediate Payment. Account noted (COLET1). Performed by Billing Operations Team – See COLLECTION spreadsheet.
    - 1. The criteria that must be met to send the letter are;
      - Account is Residential or Commercial and no Approved Medical form on file.
      - Minimum past due balance is \$125 or greater.
      - The past due balance is equal to or greater than 60 days past due
    - 2. If this criteria does not exist, the account will remain in the collections state until it is met or the account becomes inactive.

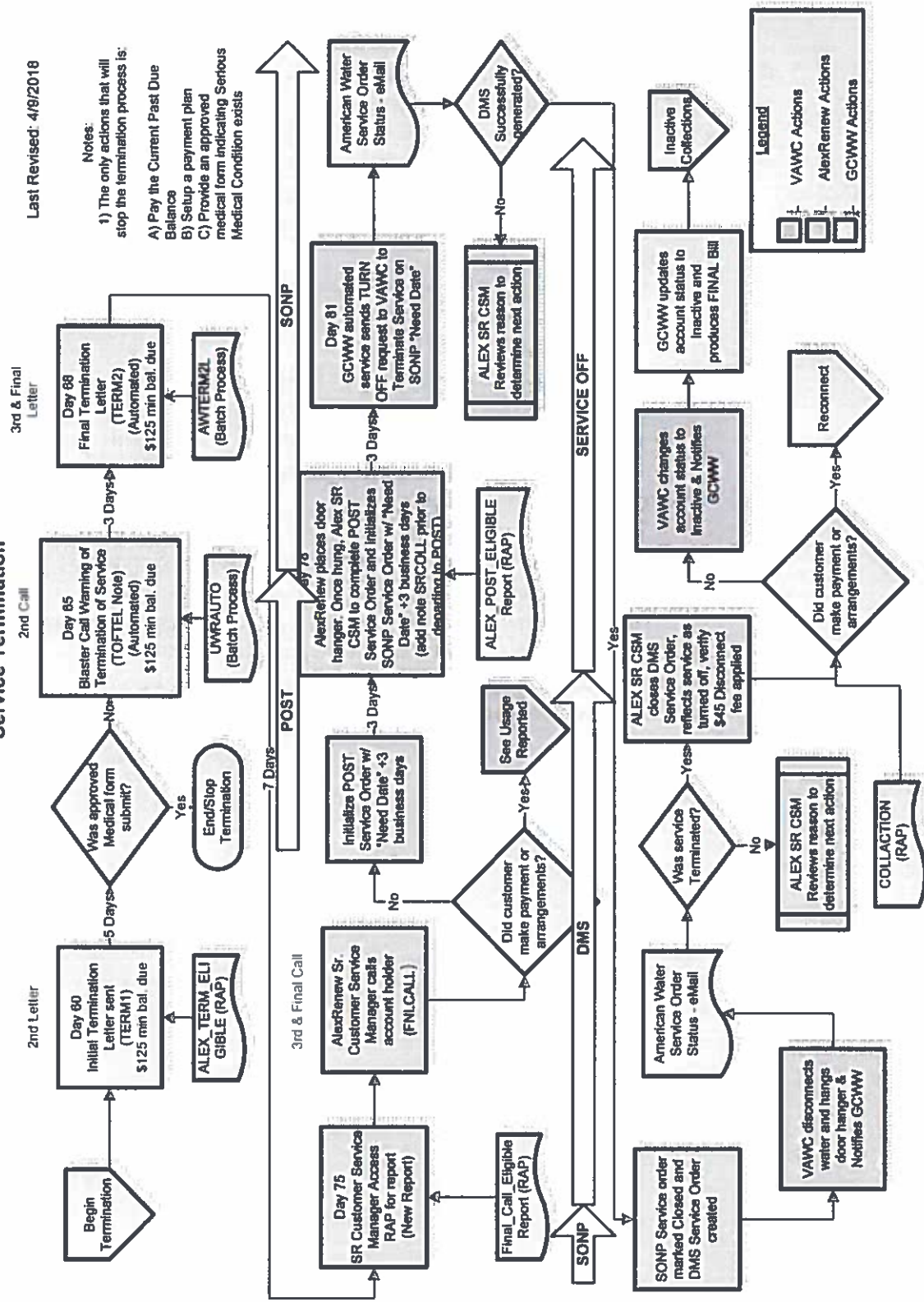
#### **Service Termination (Shut-off) - Active Accounts**

##### **2) Active account Termination of Service**

- a. The criteria that must be met to begin Termination of Service is;
  - i. Minimum past due balance is \$125 or greater.
  - ii. The past due balance is equal to or greater than 60 days past due.
  - iii. Account does not have an active pay plan.
  - iv. The past due charges are not in bankruptcy.
  - v. The account does not have an active life support letter on file.

# Alex Renew Collections Process

## Active Accounts Service Termination



- b. **Day 60** – Termination of Service begins with the delivery of the **TERM1** letter (*manual process*)
  - i. A record will be added to the Alex Termination Eligible report (ALEX\_TERM\_ELIGIBLE) and will be available on the AlexRenew RAP portal.
  - ii. The GCWW Collections team will view this report each business day and initiate the TERM1 letter.
    - 1. In the event the billing address is different than the premises address, a letter will be mailed to both addresses.
- c. **Day 65** – Automated outbound Blaster Call warning of Termination of Service (*automated*).
  - i. GCWW will generate these calls if there is a customer phone number available in billing system. Account noted with the note code: DQTELE.
  - ii. All calls will include English followed by Spanish.
- d. **Day 68** - Final Termination Letter (TERM2) will be sent via USPS Certified Mail (*automated*).
  - i. Letters will be produced by Print Vendor and mailed to AlexRenew Sr. Customer Service Manager and arrive via next day air for final routing via USPS Certified Mail. The Sr. Customer Service Manager will note the account indicating the letter was mailed.
    - 1. It is estimated the letter will take 3-4 days (day 101-102) to arrive to the customer leaving 3 days to make payment.
  - ii. The delivery will be automated and will be addressed to the same addresses used for the TERM1 letter.
- e. **Day 75** - AlexRenew Sr. Customer Service Manager calls account holder.
  - i. A list of the customers eligible to call will be included in the Final Call Eligible report (FINAL\_CALL\_ELIGIBLE) and will be available on the AlexRenew RAP portal.
    - 1. The intent of this call is to make personal contact with the account holder to allow the customer to arrange payments before service is terminated.
    - 2. Once the call is placed the Sr Customer Service Manager will initiate a POST Service Order with a “Need Date” 3 business days after the call is placed.
      - a. **Need Date** (on POST) - the date the next action is to kick off (automated or manually).
- f. **Day 78** – AlexRenew places door hanger
  - i. A list of the customers eligible will be included in the ALEX\_POST\_ELIGIBLE report and will be available on the AlexRenew RAP portal.
    - 1. Prior to the AlexRenew Field Service Representative departs a note should be added to the account that will warn the Contact Center Representative of the action.
  - ii. After the AlexRenew Field Service Representative completes hanging the door hanger, the **POST** service Order is to be completed in the



Customer Information System and a Service Order Non-Payment (SONP) Service Order with a "Need Date" 3 business days after the POST is completed.

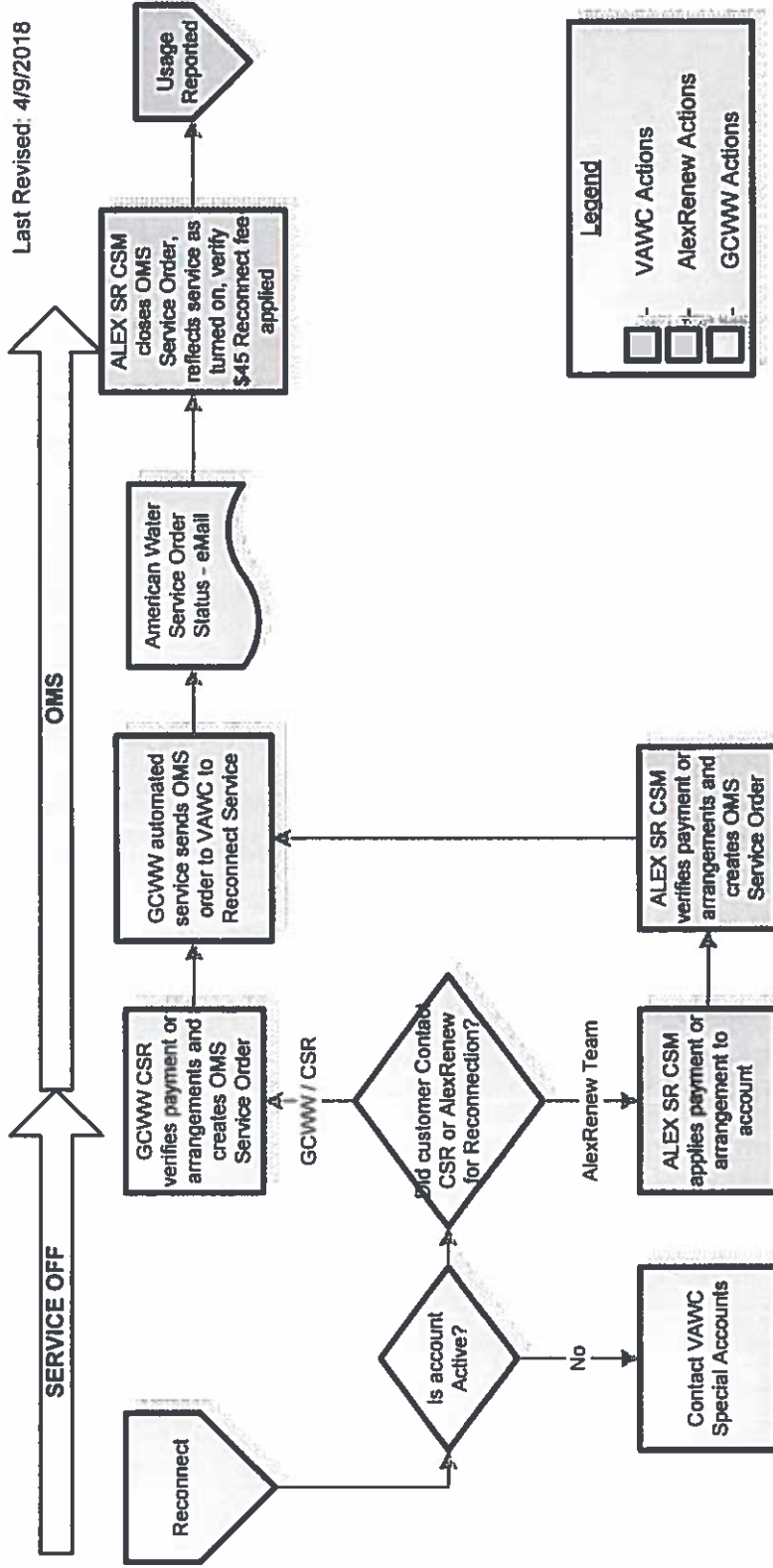
**g. Day 81 – SONP Termination of Service sent to VAWC (*automated*)**

- i. The GCWW automated service will send the VAWC termination of service work order request to VAWC on the "Need Date" and reply within minutes with an acknowledgement. For specifications on the file layout, see the VAWC document titled "*MFT\_User Guide\_Municipal\_4\_24\_13.pdf*"
- ii. The acknowledgement will be returned and the GCWW service will send an email with the subject "American Water Disconnect Response". Typical responses will indicate:
  1. XXXXXXXXXXXXX service order created successfully - Successfully created.
  2. Water Service order already created - Indicates VAWC initiated the termination of service for water non-payment.
  3. For others response types see the VAWC "*MFT\_User Guide\_Municipal\_4\_24\_13.pdf*".
  4. In the event the *American Water Disconnect Response* was not created successfully, the AlexRenew Sr. Customer Service Manager will review the reason and determine the next course of action. For a list of the Disconnect Responses, consult the "*Disconnect-Reconnect Responses.xlsx*" spreadsheet provided by VAWC. The most common reasons include;
    - a. Service is already OFF for water
    - b. Customer has already moved out
- iii. If the American Water Disconnect Response was successful, the AlexRenew Sr. Customer Service Manager is to mark the SONP service order request Closed and create the DMS Service Order
  1. Acknowledge the request within minutes indicating their response. For a list of the possible responses, see the VAWC "Disconnect-Reconnect-Responses" spreadsheet.
  2. An email notice of file exchanges with VAWC will be sent via email to the email distribution list [AlexAWSO@gcww.cincinnati-oh.gov](mailto:AlexAWSO@gcww.cincinnati-oh.gov). Any changes to membership of this list should be communicated to GCWW.
    - a. If the VAWC response was not successful, the AlexRenew Senior Customer Service Manager (ALEX SR CSM) or his representative will review the reason and determine next actions.
- iv. VAWC notified GCWW service is terminated and hangs door hanger.
  1. On completion of VAWC terminating service, an email is sent. The AlexRenew Senior Customer Service Manager (ALEX SR CSM) or his representative will close the DMS Service order and add the \$45 Disconnect fee to the customer account.

- v. 10 days after VAWC terminates service, VAWC changes account status to INACTIVE.
  - 1. GCWW updates accounts to inactive and delivers FINAL BILL.

# Alex Renew Collections Process

## Active Accounts Reconnect



- h. Once payment is made that satisfies the reconnection of service, an email will be sent to the team indicating the DMS has been canceled and a reconnection service request (OMS service order) process will need to be submit and the \$45 reconnection fee applied t the account. The OMS Service order will generate the turn on process that sends a file to VAWC indicating the service is eligible to be turned on. Customer will need to contact VAWC to coordinate service restoration.

**Disconnection Holiday Schedule**

Disconnections will not occur;

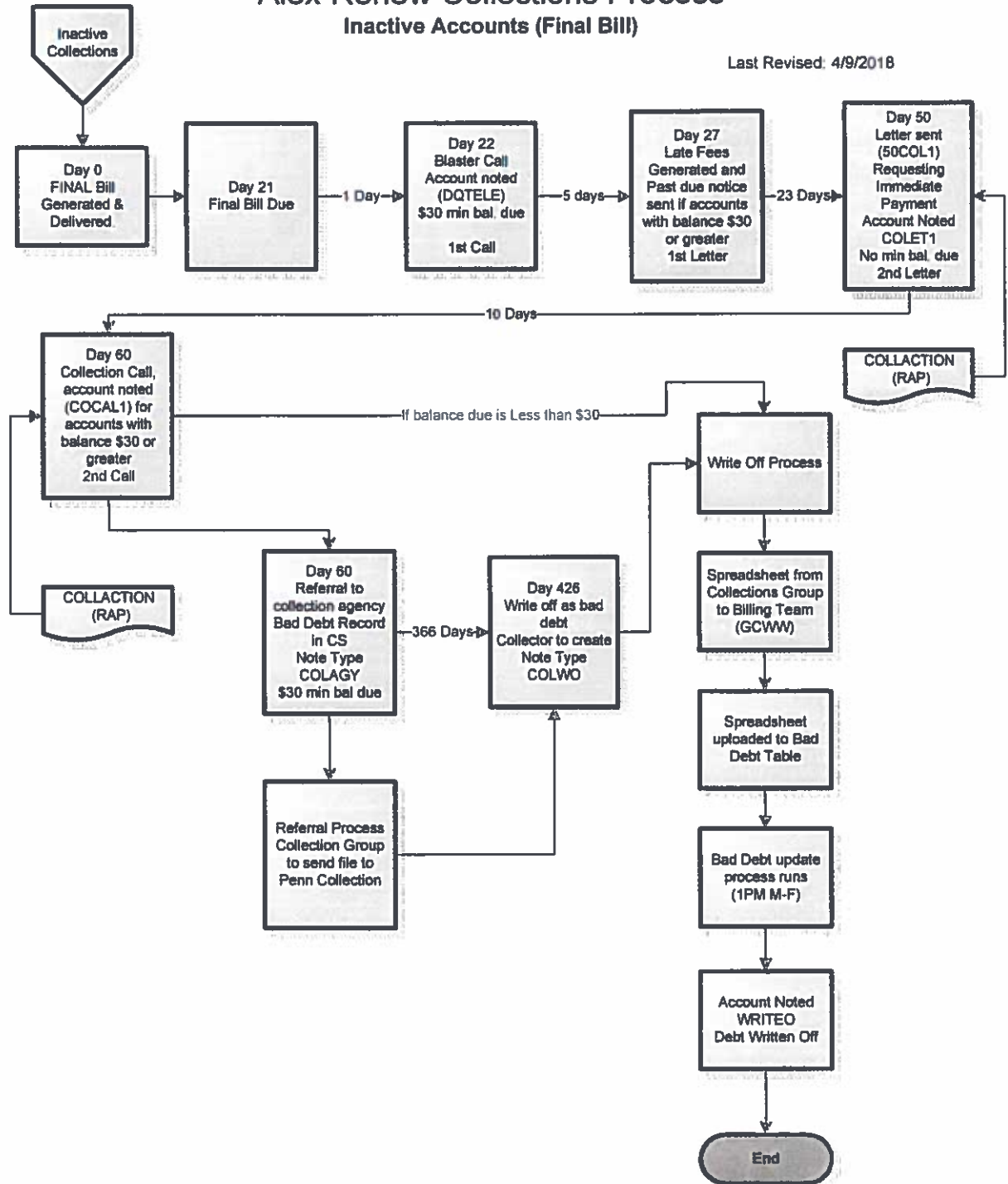
- Thanksgiving week
- Christmas week
- New Year's week
- Additionally, any holiday that GCWW's contact center is closed

## Collections - Inactive Accounts

### 3) Inactive account Collections

#### Alex Renew Collections Process Inactive Accounts (Final Bill)

Last Revised: 4/9/2018



### INACTIVE ACCOUNTS (following Final Bill)

- a. Day 0 – Final Bill Generated
- a. Day 21 – Final Bill Due
- b. Day 22 – Outbound Blaster Call. GCWW will generate these calls if there is a Customer phone number available in billing system. Account noted (DQTELE) \$30 min balance due (1<sup>st</sup> call)
- c. Day 27 – Late fees generated and pass due notice sent if accounts w/balance \$30 or greater (1<sup>st</sup> letter)
- d. Day 50 – Letter sent (50COL1) Requesting Immediate Payment. Account noted (COLET1) no min balance due (2<sup>nd</sup> letter)
- e. Day 60 - Collection call for Inactive Accounts with balance of \$30.00 or greater. Account noted (COCAL1) (2<sup>nd</sup> call) GCWW will generate these calls if there is a Customer phone number available in billing system.
  - i. If no customer contact and balance is equal of less than \$30, the account is eligible to be written off using the AlexRenew Write off Policy. No further action is taken for these accounts.
  - ii. If balances can be transferred to another customer's active account, then perform this transfer.
  - iii. Account whose balances are \$30 or more refer to collection agency and initiation of "Bad Debt" record within Customer Suite. Note type COLAGY. GCWW will cause the collection agency to report the debt arrears status to the credit agencies at the earliest time allowed by applicable law.
  - iv. Referrals (identified by Bad Debt Module) by Collection Group are sent by email to collection agency.
  - v. Reports from collection agency are sent to GCWW. A report contains payments or updates to customer accounts. Reports are uploaded into Customer Suite. Billing Operations Manager will be responsible for recording this in the billing system.
- f. Day 366 - Recall Account from collection agency. Remove these charges from Accounts Receivable and write-off as "Bad Debt" in Customer Suite if account balance has not been paid out. Account noted WRITEO.
- g. Fees incurred as a result of collection efforts will be passed through to AlexRenew.

#### Notes:

- GCWW will place up to 20 collection calls per business day. Greater volumes of delinquent Accounts may, upon approval by AlexRenew, justify adjustments to the above delinquency steps to allow adequate time to work each step prior to referral to a collection agency.
- Steps may be extended based upon responses received from the Customer and/or new contact information, at the discretion of GCWW collections staff, but subject to final approval by AlexRenew, if AlexRenew elects to render a decision on any given Account.

- GCWW will suspend delinquency processing for Accounts with payment due date extensions or creation of a payment plan, whether extended by approved Customer request or for internal processing (i.e. adjustment or bankruptcy processing); provided, however, that AlexRenew may, in its reasonable discretion, prohibit any such suspension.
- AlexRenew does not file liens for collection. Any change to this process will be negotiated by the parties using the Change Order Process established in Section 15 of this MOU.

## **EXHIBIT K**

### **Processing Collection Agency Payments and Fees**

The following details the application of payments and fees using the June 2015 monthly Statement of Collections from Penn Credit Corporation. Four (4) payments were reported; three (3) were paid to Penn Credit and one (1) was paid directly to AlexRenew (posted directly into Customer Suite). This is the payment information received, followed by the step-by-step instructions for reconciliation. The Customer names have been replaced to preserve anonymity.



Penn Credit Corporation  
916 South 14th Street  
Harrisburg, PA 17104  
717-238-7124  
Frequency: Monthly

Statement of Collection  
City of Cincinnati

Page: 1

Client # C P6758

Statement Dates: 06/01/2015 to 06/30/2015

Statement Type: Net

Pay Codes: A=Agency Pmt / B=Agency NSF / M=Client Pmt / D=Client NSF / R=Agency Reversal / X=Client Reversal

Account Number	Name	Date Placed	Date Collected	Paid Client	Paid Agency	Pay Comm/Code	Due Agency	Due Client	Balance
361100-1225215		10/07/14	06/22/15		53.97	118.00 A	9.71	44.26	107.90
178712-1163829		02/06/15	06/30/15		50.00	118.00 A	9.00	41.00	
104758-1009875		04/03/14	06/01/15		25.00	118.00 A	4.50	20.50	26.38
445462-1088924		06/02/15	06/15/15	124.45		118.00 M	22.40	102.05	
Total Transactions		Client Totals	124.45	128.97			45.61	207.81	

\*\* Total Collections \*\* \$253.42 \*\*  
Pa State Sales Tax \$5.00  
Net Due to you \$283.36

City of Cincinnati  
Attn: Todd Radel  
4747 Spring Grove Ave  
Cincinnati, OH 45212-9984

Check Amount: \$ 83.36. CAFE = Collection Agency Fee Expense.

**\*\*The 1st step is to make sure that an adjustment code of CAFE (Collection Agency Fee Expense) exists. This code must be coded behind the scenes for the GL as an Expense and only used for applying CAFE's to Customers' Accounts.**

**To apply the check amounts:**

-Go into UAACASH

- For Person A apply check payment of \$21.86 – using ACHK as the payment code. (This amount is the \$44.26 due client less the \$22.40 CAFE for Person D. You must short 1 person for the fee that the agency is collecting for the direct payment to the utility in order to balance the check.
- For Person B, apply check payment of \$41.00 – using ACHK as the payment code.
- For Person C, apply check payment of \$20.50 – using ACHK as the payment code.
- For Person D, you do not need to do anything since they paid the Utility directly and Penn is taking the CAFE out on this check. We will make up for this by altering Person A's amounts but all Accounts will be correct in the ledger and everyone will get credited what they are supposed to. Also, all CAFEs will be accounted for as well.

b. To apply the CAFEs:

-Go into the Customers' Accounts.

- For Person A, to account for the \$9.71 CAFE, apply this as an adjustment. You need to go into the Account and use the adjustment code of CAFE. However, with Person A, we need to make a 2nd adjustment. Since we shorted their payment by \$22.40, we will account for it here. We will also make a 2nd adjustment of \$22.40 for the CAFE for Person D using adjustment code of CAFE.
- For Person B, to account for the \$9.00 CAFE, apply this as an adjustment using CAFE.
- For Person C, to account for the \$4.50 CAFE, apply this as an adjustment using CAFE.
- For Person D, do nothing. We accounted for their CAFE on person A's account.

**Summary**

- Person A had all \$53.97 applied to their Account. (\$21.86 as a check, \$9.71 & \$22.40 as adjustments)

- Person B had all \$50.00 applied to their Account. (\$41.00 as a check, \$9.00 as an adjustment)
- Person C had all \$25.00 applied to their Account. (\$20.50 as a check, \$4.50 as an adjustment)
- Person D had all \$124.45 applied to their Account since they paid the utility directly.
- Also, all CAFEs totaling \$45.61 will be recognized as well.

#### **Codes Used for Adjustments**

CAFE – Adjustment code used when Customer made the payment to the Collection Agency

DAFE – Adjustment code used when Customer made payment to Alexandria Renew Enterprises (aka GCWW).

NAFE – Adjustment code used when Collection Agency negotiates a discount on the outstanding balance

#### **Reports that will be modified**

- Alexandria Collections Actions
- SUMA

**References:**

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513-591-7755

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513-591-6766



CITY Contract 95 x 0047

**CONTRACT NO. 19-015** (Aleo Renew)

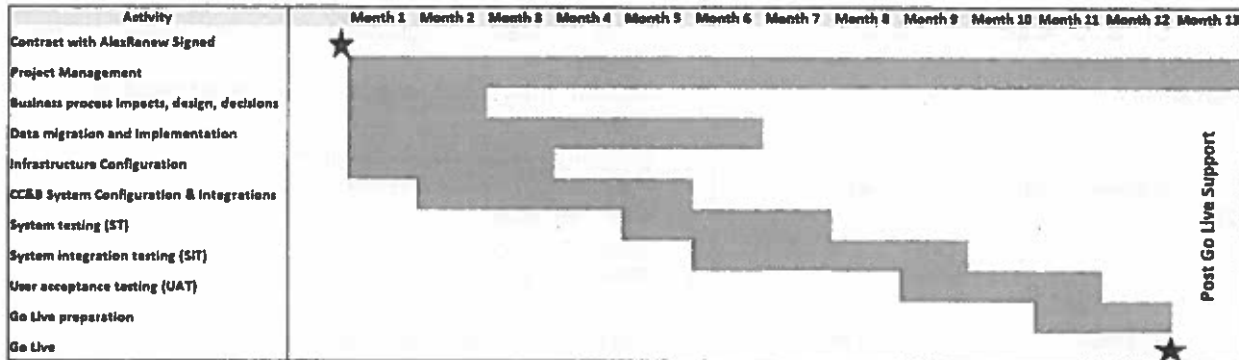
**EXHIBIT B**

**PROJECT PLAN**



## AlexRenew Project Plan for the Contract

### AlexRenew Transition to Oracle Customer Care and Billing Project Plan



Project Milestones	Responsible Party	Milestone Details and Deliverables
1. Project Management	GCWW	<ul style="list-style-type: none"> <li>Project Plan Preparation</li> <li>Define Acceptance Criteria for each deliverable</li> <li>Track and monitor activities against the project plan</li> <li>Quality Check and Reviews for the deliverables</li> <li>Project Reporting</li> </ul>
2. Business process impacts, design, decisions	GCWW	<ul style="list-style-type: none"> <li>Facilitate discussions on business process definition, business requirement clarifications and validations</li> <li>Process Design and identify solution gaps for the processes</li> <li>Requirement Analysis Document</li> <li>Approval of the bill design and letter content</li> <li>Business Process Design Document (BPDD)</li> </ul>
3. Data Migration and Implementation	GCWW	<ul style="list-style-type: none"> <li>Define overall data conversion approach</li> <li>Confirm the scope of data coverage and sources                             <ul style="list-style-type: none"> <li>Determine appropriate number of years of data to be converted</li> </ul> </li> <li>Leverage existing data conversion scripts</li> <li>The following CC&amp;B objects are considered in scope:                             <ul style="list-style-type: none"> <li>Accounting Data</li> <li>Billing Data</li> <li>Deposit Data</li> <li>Customer Contacts</li> <li>Credit and Collections</li> <li>Premise Data</li> <li>Meter Data</li> <li>Service History</li> <li>Consumption History</li> <li>Notes, Contact History</li> </ul> </li> </ul>
4. Infrastructure	GCWW	<ul style="list-style-type: none"> <li>Hosting CC&amp;B solution delivered. Environments to be delivered: production, development, training, and</li> </ul>



		<ul style="list-style-type: none"> <li>testing.</li> <li>Data storage / provisioning and management</li> <li>Disaster recovery</li> <li>Network connectivity</li> <li>Load balancing</li> </ul>
<b>5. CC&amp;B System Configuration and Integration</b>	GCWW	<ul style="list-style-type: none"> <li>CC&amp;B system configuration document, based on the BPDD.</li> <li>System Integration document for each identified interface.</li> <li>Security configuration document</li> </ul>
<b>6. System Testing (ST)</b>	GCWW	<ul style="list-style-type: none"> <li>Test script / Test case creation</li> <li>Execute tests</li> <li>Track defects</li> <li>Retest as defects are remediated</li> </ul>
<b>7. System Integration Testing (SIT)</b>	GCWW	<ul style="list-style-type: none"> <li>Test script / Test case creation</li> <li>Execute tests</li> <li>Track defects</li> <li>Address defects</li> </ul>
<b>8. Final Software Testing (UAT)</b>	GCWW	<ul style="list-style-type: none"> <li>Test script / Test case creation</li> <li>Security configuration implemented</li> <li>Execute tests</li> <li>Track defects</li> <li>Address defects</li> </ul>
<b>9. Go Live Preparation</b>	GCWW	<ul style="list-style-type: none"> <li>Go live plan</li> <li>System integration verification</li> <li>System acceptance criteria developed and tested</li> <li>Dress rehearsals for Go Live</li> </ul>
<b>10. AlexRenew Acceptance Items:</b>	Alex Renew	<ul style="list-style-type: none"> <li>Validate the number of converted active accounts match between old and new billing system.</li> <li>Validate the account balances of the accounts in item above match between old and new billing system.</li> <li>Perform the initial import of VAWC usage and customer data import</li> <li>In the event there is a variance, the GCWW team will provide an explanation of the variance and plans to correct these variances.</li> </ul>
<b>11. Go Live</b>	GCWW	<ul style="list-style-type: none"> <li>Production environment delivered</li> <li>All Priority 1 and 2 defects addressed</li> <li>System acceptance criteria satisfied</li> </ul>
<b>12. Post Go Live Support</b>	GCWW	<ul style="list-style-type: none"> <li>Post go live defects recorded</li> <li>Priority 1 and 2 defects addressed</li> <li>Production support established</li> </ul>

<b>Included</b>	<b>Not included in base price</b>
	<b>Change order required</b>
<b>Baseline GCWW's existing website format</b>	<ul style="list-style-type: none"> <li>▪ Alterations to base website</li> </ul>
<b>Bill design/print/mail same as GCWW</b>	<ul style="list-style-type: none"> <li>▪ Alterations to base bill design/print/mail</li> </ul>
	<ul style="list-style-type: none"> <li>▪ changes in billing methodology (define)</li> </ul>
	<ul style="list-style-type: none"> <li>▪ Backflow device process</li> </ul>
	<ul style="list-style-type: none"> <li>▪ change in means of calculating fees</li> </ul>
	<ul style="list-style-type: none"> <li>▪ Delinquency-turn on/off-collections ("post bill due date Severance"-in CC&amp;B)</li> </ul>
	<ul style="list-style-type: none"> <li>▪ adding new customers</li> </ul>
	<ul style="list-style-type: none"> <li>▪ usage data automation (GCWW uses meter data)</li> </ul>
	<ul style="list-style-type: none"> <li>▪ GCWW will bill additional increment per pricing exhibit (no change order needed)</li> </ul>
<b>CC&amp;B initial training up to 16 hours (2 Individuals at 8 hours each)</b>	<ul style="list-style-type: none"> <li>▪ Additional training hours</li> <li>▪ GCWW travel and lodging for onsite training in VA</li> </ul>



CITY Contract 95X0047

**CONTRACT NO. 19-015** (Atexpdnew)

**EXHIBIT C**

**FEE SCHEDULE AND EARLY TERMINATION FEES**



**Section A - Fixed Base Service Fees**

(Written/Digital pieces up to 28,000)

	Year 1		Year 2		Year 3		Year 4		Year 5	
	Monthly Fee	Annual Cost	Monthly Fee	Annual Cost	Monthly Fee	Annual Cost	Monthly Fee	Annual Cost	Monthly Fee	Annual Cost
Personnel Expenses	\$44,432	\$533,181	\$45,320	\$543,845	\$46,227	\$554,722	\$47,151	\$565,816	\$48,094	\$577,132
Lockbox Fee	\$3,750	\$45,000	\$3,825	\$45,900	\$3,902	\$46,818	\$3,980	\$47,754	\$4,059	\$48,709
Post Office Box Fee	\$103	\$1,240	\$105	\$1,265	\$108	\$1,290	\$110	\$1,316	\$112	\$1,342
Credit Card Processing Fee	\$119	\$1,427	\$121	\$1,456	\$124	\$1,485	\$126	\$1,514	\$129	\$1,545
E-Billing Fee	\$970	\$11,635	\$989	\$11,868	\$1,009	\$12,105	\$1,029	\$12,347	\$1,050	\$12,594
Collection Agency Fee	\$262	\$3,146	\$267	\$3,209	\$273	\$3,273	\$278	\$3,339	\$284	\$3,405
Courier Charge - Term 2 Letters	\$345	\$4,139	\$352	\$4,222	\$359	\$4,306	\$366	\$4,392	\$373	\$4,480
Print & Mail Services	\$16,570	\$198,838	\$16,901	\$202,815	\$17,239	\$206,871	\$17,584	\$211,008	\$17,936	\$215,229
City Treasury Banking Services	\$864	\$10,369	\$881	\$10,576	\$899	\$10,788	\$917	\$11,004	\$935	\$11,224
Term 1 & 2 Shutoff Letters	\$25	\$301	\$26	\$307	\$26	\$313	\$27	\$319	\$27	\$326
Returned Payment Transactions	\$830	\$9,960	\$847	\$10,159	\$864	\$10,362	\$881	\$10,570	\$898	\$10,781
Travel	\$73	\$881	\$75	\$899	\$76	\$917	\$78	\$935	\$80	\$954
Tokens	\$83	\$1,000	\$85	\$1,020	\$87	\$1,040	\$88	\$1,061	\$90	\$1,082
Phone System Maintenance	\$680	\$8,158	\$693	\$8,321	\$707	\$8,488	\$721	\$8,657	\$736	\$8,830
Active Guard Annual Maintenance	\$633	\$7,590	\$645	\$7,742	\$658	\$7,897	\$671	\$8,055	\$685	\$8,216
CC&B Implementation & Support	\$15,712	\$188,546	\$15,712	\$188,546	\$15,712	\$188,546	\$15,712	\$188,546	\$15,712	\$188,546
Risk Mitigation @ 10%	\$8,545	\$102,541	\$8,685	\$104,215	\$8,827	\$105,922	\$8,972	\$107,663	\$9,120	\$109,440
<b>Total Fixed Service Fees:</b>	\$93,996	\$1,127,952	\$95,530	\$1,146,365	\$97,095	\$1,165,143	\$98,691	\$1,184,296	\$100,320	\$1,203,835

**Section A - Maintenance & Support Fees Disclaimer**

The City of Cincinnati's (on behalf of GCWW) current agreement with Wipro expires on October 1, 2021. Should the City decide to exercise an option in the current contract to add 4 additional years to the contract term, there could be price increases for support services (annual maintenance & license fees, hosting fees, professional services) from Wipro & Oracle to GCWW. Any increases will be passed on to Alex Renew Enterprises as a straight pass through.

**Section B - Fees Subject to Service Level Adjustments**

Monthly Written and/or Digital Pieces Over 28,000

Annual Charge for Number of Accounts Over 27,000

\$3.60 Per Piece

\$7.00 Per Account for each account over 27,000. One-time annual charge for every 12 month period from time of contract execution based on highest month.

**Note:** The cost of 5 Tokens is included in the monthly fee above. The cost of any additional tokens will be prorated during the term of the contract.

**Section C - Change Order Fees & Training Fees**

Change Control GCWW Professional Services Rate:

\$100.00 Per Hour Rate

Third Party Vendor Fees associated with Change Orders will be passed through based on the Third Party Vendor's Statement of Work.

Training Provided by GCWW Staff

\$55.00 Per Hour Rate

**Section D - Early Contract Termination Fee**

Termination Fee will be \$25,907.60 per month for every month left in the initial contract term at the time of termination.

The \$25,907.60 monthly termination fee represents the per month value of the billing system and phone system maintenance/implementation/support plus the risk mitigation factor costs over the life of the initial 60 month term of the contract.

