## +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 \_\_\_\_\_\_\_, 2018

(Agreement No. \_\_\_\_\_\_) the "Agreement"



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# EXHIBIT K - COLLECTION AGENCY PAYMENTS AND FEES

# 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 <u>DEFINITION OF TERMS</u>

Account Means a combination of a Customer and a given Premises.

Active Account Means an Account associated with Active Service.

Active Service Means any service that is moved into a Premises.

AlexRenew Assist The group of GCWW senior level Contact Center agents and

supervisors who respond to escalated Customer inquiries and

issues.

Base Charge 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.

Call List Means a sequential list of forms needed to complete a routine

business task in Customer Suite.

City Sanitary Sewer System Capital Investment and Maintenance Fee Means a charge by the city of Alexandria for the maintenance of sewer lines. This is a pass-through charge with no mark up.

Collections Team 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.

Contact Center Means facility and personnel designed to respond to Customer

inquiries regarding billing and Accounts.

Customer Means a customer of AlexRenew.

CC&B Means GCWW's new customer information system used for the

billing, collection, management and reporting of Customer,

location and Account information.

Customer Suite 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.

Exception Mail Any mail returned from the lockbox processing.

eCheck 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

RAPMeans 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; <u>provided</u>, <u>however</u>, 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. <u>Inventory</u>

- 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 1st\*

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 4th\*

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 <a href="mailto:customermanagement@alexrenew.com">customermanagement@alexrenew.com</a>. 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 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 thencurrent, 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
- 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. <u>Hardware/Software</u>

- 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. <u>AlexRenew will comply with all terms, conditions and restrictions set</u> 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 Fisery/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 outlines 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 <u>INVOICING</u>

- 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

# CITY OF ALEXANDRIA, VIRGINIA SANITATION AUTHORITY DBA ALEXANDRIA RENEW ENTERPRISES

Karen Pallansch, Chief Executive Officer Alexandria Renew Enterprises

APPROVED AS TO FORM:

G: : 4: A : 4 G: G 1: :4

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  | 0         |
| 2 | AlexRenew      | AGED                     | Aging process for accounts receivable   | F  | Q, Y      |
| 3 | GCWW           | ALEX-ACH-RETURN-XLS      | List of returned checks by account  | F  | М         |
| 4 | AlexRenew      | ALEX-ACTIVE-ACCT-COUNT   | Count of active accounts by account class   | F  | 0         |
| 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   | 0         |
| 7 |                | ALEX-BILLING-TRX-SUMMARY | Print vender report<br>totals for generated<br>billing statements and<br>letters (parameters will<br>be determined by<br>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  | 0         |

| 10 | AlexRenew      | ALEX-OPEN-DMS                    | Accounts with an Open VAWC Disconnection request                             | F  | 0    |
|----|----------------|----------------------------------|--|----|------|
| 11 | AlexRenew      | ALEX-OPEN-SONP                   | Accounts with an Open<br>Service Order Non-<br>payment                       | F  | 0    |
| 12 | AlexRenew      | ALEX-POST-ELIGIBLE               | Account eligible for<br>Termination and<br>posting door hanger               | F  | D    |
| 13 | GCWW           | ALEX-TERM-ELIGIBLE               | Accounts eligible for 1st<br>Termination letter                              | F  | D    |
| 14 | GCWW           | ALEX-USAGE-IF-ADJ-NO-<br>ACCOUNT | Usage interface exceptions - New accounts with a final bill                  | QA | D    |
| 15 | GCWW           | ALEX-USAGE-IF-CYCL-<br>ACCOUNT   | Usage interface<br>exceptions - New<br>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 | 0    |
| 20 | GCWW           | CHARGE                           | Accounts where the charge frequency is not 12                                | QA | М    |
| 21 | GCWW           | CHG-CALC-EXC                     | Charge calc process exceptions   | QA | D    |
| 22 | GCWW           | COLLACTION                       | Collections action needed  | QA | W    |
| 23 | AlexRenew      | COLLMONTH                        | Past due accounts showing aged balance                                       | F  | М    |
| 24 | AlexRenew/GCWW | Daily Credit Card (Detail)       | Daily IVR / WEB report   | QA | 0    |
| 25 | GCWW           | ELBX-PAYMENT                     | Daily eLockbox (US<br>Bank) payments   | F  | D    |

| 26 | GCWW           | FISERV-EBILL        | FISERV EBILL<br>DISTRIBUTION ERROR  | QA | 0          |
|----|----------------|---------------------|---|----|------------|
| 27 | GCWW           | FISERV-PAYMENT      | Daily Fiserv payments   | F  | D          |
| 28 | GCWW           | HBC-POST-PROC-AUDIT | HBC Value Post processing   | QA | 0          |
| 29 | GCWW           | HBC-PRE-PROC-AUDIT  | HBC Value Pre-<br>processing  | F  | 0          |
| 30 | AlexRenew/GCWW | IVRU-WEB-PAYMENTS   | Daily IVR / WEB report  | QA | 0          |
| 31 | AlexRenew/GCWW | LEDGER              | Ledger report for specific customer account   | F  | 0          |
| 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<br>number for new<br>charges, adjustment and<br>payment transactions | F  | D. M,<br>Y |
| 36 | GCWW           | UAPCBDD-ACH         | Daily ACH Payments  | F  | D          |
| 37 | GCWW           | UAPCRPI-LOCKBOX     | Daily lockbox (US Bank) payments  | F  | D          |

| LEGEND          |
|-----------------|
| F = Financial   |
| C = Consumption |
| O = On Demand   |
| Q = Quality     |
| Assurance       |
| N = No          |
| Y = Yes         |
| D = Daily       |
| W = Weekly      |
| M = Monthly     |
| Y = Yearly      |

# **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.

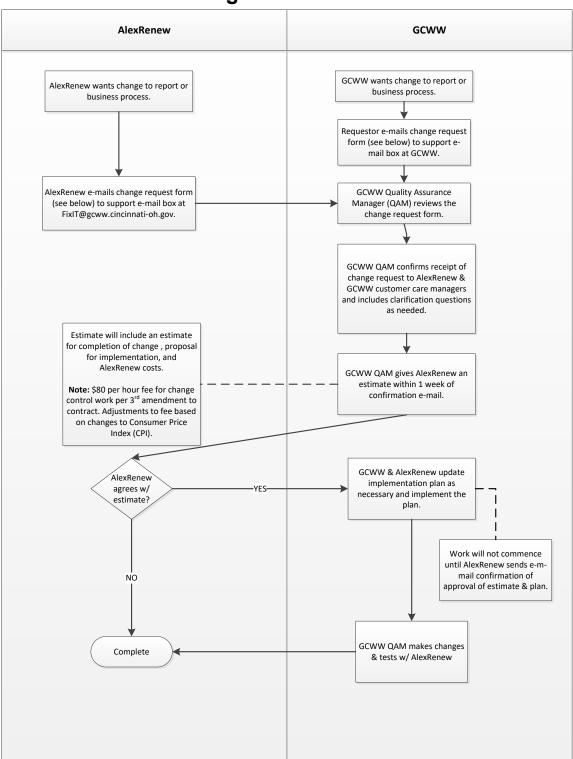
**Two Fiserv Reports** – supplied by Fiserv and delivered to GCWW via email daily – one is the total batch amount & one is the reversals

**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:   | Change Request #:                             |  |  |  |  |
| Request Initiated by:  | Related Request #'s:                          |  |  |  |  |
|  |   |  |  |  |  |
| Required Completion Date of Request:   | Change Request Name:                          |  |  |  |  |
| Request Priority   |   |  |  |  |  |
| (choose one):  |   |  |  |  |  |
| Please describe the details of request below:  |   |  |  |  |  |
|  |   |  |  |  |  |
| Date requested for returned estimate:  |   |  |  |  |  |
| Details of Cos   | t Estimate:                                   |  |  |  |  |
| Cost estimate is only required when AlexRenew is the request orig<br>AlexRenew, this section does not apply.                       | inator; when GCWW is requesting a change from |  |  |  |  |
| Estimated cost to complete request:  | GCWW Owner:                                   |  |  |  |  |
| Estimated Start Date:  | Est. Completion Date:                         |  |  |  |  |
| Documentation Required:  | AlexRenew Equipment                           |  |  |  |  |
| AlexRenew Human Resources Required   | Procurement Required:                         |  |  |  |  |
| -  | •   |  |  |  |  |
| 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. (sign and fax to GCWW) |   |  |  |  |  |
| AlexRenew rejects the cost estimate for this change request:   |   |  |  |  |  |
| Do NOT proceed with the change request listed above  | (sign and fax to GCWW)                        |  |  |  |  |
| AlexRenew defers the cost estimate for this change request:<br>This change request is on hold until further notice                 | (sign and fax to GCWW)                        |  |  |  |  |
| rnis criange request is on noto until further notice   | (Sign and lax to GCVVVV)                      |  |  |  |  |

# **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  |
|--------------------|-------------|--------------|
| Mictel Collin Dize | I OI WIOHHI | 1 ci Quartei |

| 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.

| Description                | Meter Size | Effective<br>Oct 1, 2015 | Effective<br>Oct 1, 2016 | Effective<br>Oct 1, 2017 |
|----------------------------|------------|--------------------------|--------------------------|--------------------------|
| Residential Base<br>Charge | All Meters | \$8.38                   | \$8.99                   | \$9.61                   |
| Commercial Base<br>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                    |            | Based on Meter           | \$0.00                   | \$0.00                   |
| Deposit Based on           |            | Size                     |                          |                          |
| Meter Size                 |            |                          |                          |                          |
| New Residential            |            | \$0.00                   | \$15.00                  | \$15.00                  |
| Customer                   |            |                          |                          |                          |
| Activation Fee             |            |                          |                          |                          |
|                            |            |                          |                          |                          |

**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 7500 CARLISLE PA 17013-7003

Service address: 5724 EDSALL RD Account number: 12008438-3000517 Billing date: February 20, 2018

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

| Current Charges  |        | Account Summary                   |                |
|--|--------|-----------------------------------|----------------|
| Wastewater treatment charge<br>(\$6.77 x 63.000 thousands of gallons)  | 426.51 | Previous bill amount              | 711.69         |
| Base Charge  | 230.65 | Payments                          | 711.69         |
| Total wastewater treatment   | 657.16 | Remaining balance                 | \$0.00         |
| City Sanitary Sewer System<br>Capital Investment and Maintenance Fee<br>(\$1.82 x 63.000 thousands of gallons) | 114.66 | Remaining balance                 | 0.00           |
|  |        | Total current charges             | 771.82         |
|  |        | TOTAL DUE                         | \$771.82       |
| Total current charges  | 774 92 | Your current charges are due on M | March 13, 2018 |

PLEASE KEEP THIS PORTION FOR YOUR RECORDS PLEASE RETURN THIS PORTION WITH YOUR PAYMENT

000 ALEXANDEIA Alexandria Renew Enterprises RO. Box 26428

Alexandria , VA 22313-6428

000009 000002639 -իկր-միկվ-միվին-ին-յլորկերերը-բրկ-միլի GIANT FOOD 142 PO BOX 7500 CARLISLE PA 17013-7003  Account: 12008438-3000517

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

Amount Paid: \$\_

Please make check payable to: Alexandria Renew Enterprises

40000000003200843830005370000000000000077382000303



### 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:

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  |       | Account Summary       |         |
|--|-------|-----------------------|---------|
| Wastewater treatment charge<br>(\$6.77 x 2.000 thousands of gallons) | 13.54 | Previous bill amount  | 32.44   |
| Base Charge  | 8.38  | Payments              | 32.44   |
| Total wastewater treatment   | 21.92 | Remaining balance     | \$0.00  |
| City sewer maintenance fee<br>(\$1.25 x 2.000 thousands of gallons)  | 2.50  |                       |         |
|  |       | Remaining balance     | 0.00    |
| Total current charges  | 24.42 | 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

000 ALEXANDEIA 0000

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

Account: 12024533-3022371

\$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

40000000001202453330223710000000000000002442000104

### Billing Meter Reading Datails

| Residential billing period: Nov 20 to Dec 17 (27 days) |                              |                             |
|--|------------------------------|-----------------------------|
| Vescr Number; 06688888Z                                |                              |                             |
| Previous Motor Road Gurrent Moter Read                 | Waslewa <u>ter treatment</u> | Winter period usage/ourrent |
| 243 245  | 2000                         | _2000                       |

### Payment Options

Automatic Payment: Wan up at www.alextonew.com/soyn.anis for Automatic Payment and your bit will be sale on time, every time from ever checking are savings account.

Paperless Bill Payment: Sign up ar www.describes com/payme its for Auton axis Payment, and your bit will be pold on time, every time from your chricking or savings account.

Pay By Phone: Pay with a credit or conficant using our airomated cystem at 703-549-3332. There is a small fee for this sented. You will peed to order your account number as shown on the uspen right of net of this bit.

Pay in Persons Authorized paymen, healtans an introl with Chack-indexi, accountyour involved paymen. Oo Tellow MyCherli-Healtann for a list of healtans.

Pay By Mail: Use the refurremence product with your Mr. Datach and solure the bit story with your check or money 0/5+/. The payment address is: Alexandria Represendence in Copy 26426. Alexandria, VA 22513-6428.

How Races and Calculated: Wastewater the hypothesis has a on your water reagn as reported by Virginia American Water Comeany. For residential exposurate water read in the "Winter Feritad" during the invulter of December, January and Feritagy with he averaged to distort the involvence of the exposuration o

The meter raching (ig)s that dinny curbit is provided to you by Aloxandria Romey Enterprises for Intoms, on purposes only.
Your meter is still most by Virginia American Abeter Company Broadd you have questions should have no mode were determined, phases contact. Virginia American Wester at 1-800-452-6560.

Other Foes and Charges: A late energy of 10% is levial on the customing betance or weathwaterbower accounts that are not puid by the due does. Checke and side, one payments dishere red by your mark are augled to a \$50.00 kee.

MAIL PAYMENT TO:

Alexandria Renew Enterprises P.O. Box 26428 Alexandria, VA 22513-6428

.. .. ------

արիալին վարդում են անգանում անդանանի հանդին հանդին

# **EXHIBIT E**

# **IVR Scripts**

# <u>Alexandria IVR Script – Applicable for Day, Night, Holidays & Weekends</u>

| 0.0.0.0   | "Welcome to Alexandria Renew Enterprises."   |  |  |
|---|--|--|--|
| 0.0.0.1   | .1 Optional Emergency Message: "Please listen carefully, this is an important message for all"   |  |  |
| <ul> <li>Custom messages for water breaks, water quality, severe weather conditions; recorded when needed</li> <li>System messages for fire drill, building evacuation, system outages, payment applications flood pre-recorded and can be invoked manually or automatically when the IVR grant processes in the system of the system o</li></ul> |  |  |  |
| 0.0.0.2   | Hidden "Back Door" IVR menu available to allow contact center management or IVR administrator to in and record a custom emergency message on the fly and turn on or off the message. Accessible from different number. |  |  |
| 0.1.0.0   | 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)  |  |  |
| 0.1.1.0   | To make a payment, press 1   | 1: Go To: 1.0.0.0                      |  |
|   | To report a problem with your sewer, press 2   | 2: Go To: 2.0.0.0                      |  |
|   | For questions about your bill, press 3   | 3: Go To: 3.0.0.0                      |  |
|   | For all other services, press 4  | 4: Transfer to Rep                     |  |
|   | To repeat this message, press #. To speak with a Service Representative, press zero. (Pause for 10 seconds)  | 0: Transfer to Rep                     |  |
| 0.0.0.4   | Play the following when caller requests Service Representative during off hours, Holidays & Weekends:  | 1: Go To: 1.0.0.0                      |  |
|   | "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."   | 2: Go To: 2.0.0.0<br>3: Go To: 3.0.0.0 |  |

|  | 4: Transfer to Rep |
|--|--------------------|
|  | 0: Transfer to Rep |
|  |                    |

| 1.0.0.0 | Get Validated Account #  |  |  |
|---------|--|--|--|
|         | (To make a payment or for questions about  | nt or for questions about your bill)   |  |
| 1.0.0.1 | If <u>ANI MATCH</u> : (Confirm account that matches caller's ANI)  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.  Pauseno response, repeat, no response >> transfer to rep  The street address will be spoken using text-to-speech as <street num=""> <street name="">.</street></street> | "1": Go to 1.1.0.0 "2": Go to 1.0.0.2 #: Transfer to Rep                       |  |
| 1.0.0.2 | IF NO PHONE NUMBER MATCH BASED ON ANI: Please enter the area code and phone number associated with the account or the account number 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.  Pauseno response, repeat, no response >> transfer to rep  | Go to 1.0.0.3<br>#: Transfer to Rep  |  |
| 1.0.0.3 | You entered (xxxxxxxxx). 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.  | 1: Go To 1.0.0.4<br>2: Go To 1.0.0.2<br>*: Go To 0.1.0.0<br>0: Transfer to Rep |  |
| 1.0.0.4 | 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.   | 1: Go to 1.1.00<br>2: Go To 1.0.0.2<br>Go to 1.0.0.4                           |  |
| 1.0.0.5 | If No Match Found on Number Entered The number entered was not found. Please try again.  |  |  |

| 1.1.0.0 | Menu 1 (To make a payment)  Assuming a confirmed ANI match or successful account lookup  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."  Scenario 1: Account Status is current.                     |  |
|---------|---|--|
| 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.  Pauseno response, repeatno response >> go to Main Menu  | 1: IVR transfer to<br>EPP Vendor using<br>PKG_CC_P_GET_A<br>CCT_INFO<br>2: Go To 1.1.0.4<br>* Go To 0.1.0.0<br>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 *" Pauseno response, repeatno response >> go to Main Menu   | 1: IVR transfer to<br>EPP Vendor using<br>PKG_CC_P_GET_A<br>CCT_INFO<br>2: Go To 1.1.0.4<br>* Go To 0.1.0.0                      |
| 1.1.0.6 | Scenario 2: Account Status is DELINQUENT  | Γ.   |
| 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.  Pauseno response, repeatno response >> go to Main Menu | 1: Go To 1.1.0.8<br>2: Go To 1.1.0.9<br>3: Go To 1.1.1.0<br>* Go To 0.1.0.0<br>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.   | 1: IVR transfer to<br>EPP Vendor using<br>PKG_CC_P_GET_A<br>CCT_INFO   |
| 1.1.0.9 | Pauseno response, repeatno response >> go to Main Menu  The system will charge [XXX dollars and XX cents], which will pay your total balance. If this is correct, press 1. To re-enter, press 2.  | 2: Go To 1.1.1.0  1: IVR transfer to EPP Vendor using  |

|         | Pauseno response, repeatno response >> go to Main Menu   | PKG_CC_P_GET_A<br>CCT_INFO<br>2: Go To 1.1.0.4  |
|---------|--|---|
| 1.1.1.1 | If the amount entered is less than the amount due:  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 *.  Pauseno response, repeatno response >> go to Main Menu | 1: IVR transfer to<br>EPP Vendor using<br>PKG_CC_P_GET_A<br>CCT_INFO<br>2: Go To 1.1.1.0<br>* Go To 0.1.0.0 |

| 2.0.0.0 | Menu 2 (To report a problem with your sewer service)   |   |  |
|---------|--|---|--|
| 2.0.0.1 | 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.  To repeat this message, press 1.  If you are experiencing a problem with your bill and would like to speak with a customer service representative, press 0.  To return to the main menu, press *. | 1: Repeat 2.0.0.0 0: Transfer to Rep *: Go to 0.1.0.0 |  |
|         |  |   |  |

| 3.0.0.0                                   | .0.0.0 Menu #3 (For Questions about your Bill) Assuming a confirmed ANI match or successful account lookup  |  |  |
|---|---|--|--|
|   | Scenario 1: Account Status is current.  |  |  |
| 3.0.0.1                                   | 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 *  Pauseno response, repeatno response >> go to Main Menu  | 1: Go to 1.1.0.3<br>2: Go To 3.1.0.0<br>3: Go To 3.2.0.0<br>4:Transfer to Rep<br>*: Go To 0.1.0.0<br>Go To 0.1.0.0 |  |
| Scenario 2: Account Status is DELINQUENT. |   | Т.   |  |
| 3.0.0.2                                   | 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 *  Pauseno response, repeatno response >> go to Main Menu   | 1: Go to 1.1.0.7<br>2: Go To 3.1.0.0<br>3: Transfer to Rep<br>*: Go To 0.1.0.0<br>Go To 0.1.0.0                    |  |
| 3.1.0.0                                   | Option 2 – Payment History  "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 *  Pauseno response, repeatno response >> go to Main Menu | *: Go To 0.1.0.0   |  |

| 3.2.0.0 | Option 3 – Payment Extension (Current and Eligible customers only)                | *: Go To 0.1.0.0 |
|---------|---|------------------|
|         | (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).  |                  |
|         | 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.                             |                  |
|         | 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.  |                  |

| 4.0.0.0 | Menu 4 (For all other services)  |  |
|---------|--|--|
| 4.0.0.1 | Transfer to an agent during business hours, play after hours message otherwise.  After Hours Message:  Our offices are currently closed. Our office hours are Monday through Friday, 7:30am to 5:00pm. |  |

| This section is accessed by pressing * at the main menu. It is used to administer 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.  Pauseno response, repeatno response >> disconnect     | 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. Pauseno response, repeatno response >> disconnect | 1: Go To 5.0.0.3<br>2: Go To 5.0.0.4<br>3: Go To 5.0.0.1    |

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

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

### 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

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

### 25. Channel Types

|  | API | Х | IVR | Х | 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   |
| В    | Account Number first 6 and last 4, UserPart1, L2G Merchant Code, Total Trans Amount, Pay Method Code  |
| С    | Account Number first 6 and last 4, UserPart1, UserPart5, UserPart6, L2G Merchant Code, Total Trans<br>Amount, Pay Method Code               |
| D    | UserPart1, L2G Merchant Code, Total Trans Amount  |
| Е    | 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 |
| Н    | 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     | <b>Convenience Fee</b> |
|---------------------|------------------------|
| Amount              |                        |
| \$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   |
|--------------------------------------|------------------|----------|
| Pre-processing                       | \$0.005          | the      |
| Printing [Black & White]             | \$0.0170         | Agreeme  |
| Printing [Highlight color / 1 color] | \$0.0190         | nt,      |
| Insertion – Automated Folding and    | \$0.0280         | AlexRen  |
| Insertion                            |                  | ew will  |
| Insertion – Oversized Folding and    | \$0.200          | be       |
| Insertion                            |                  |          |
| Document Archiving Fees              | \$0.005 per page | responsi |
| Consumable Fees                      | Unit Charges     | ble for  |
| Form (pre-printed stock)             | \$0.0175         | any      |
| # 10 Outer Mailing Envelope (OME)    | \$0.0185         | postage  |
| 9X12 Outer Mailing Envelope (OME)    | \$0.20           | and      |
| # 9 Business Reply Envelope (BRE)    | \$0.0175         |          |
|                                      |                  | paper    |

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 |
| Subtotal                             | \$0.0910 |
| GCWW process administration          | \$0.0045 |
| <b>TOTAL</b> (not including postage) | \$0.0955 |

Postage \$0.49 TOTAL (including postage) \$0.5855

### **EXHIBIT H**

### Payments Processed by AlexRenew

AlexRenew may receive payments through the 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:

- Sopen a Batch
- Process Payments
- Soid Payments
- Balance a Batch

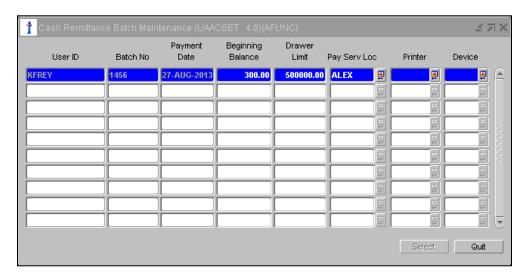
**Type of Payment: Over-the-Counter** 

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

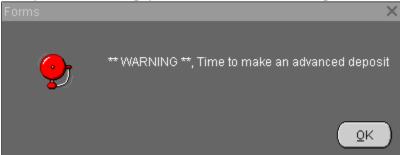


The User ID, Batch No, Payment Date and Beginning Balance are already pre-populated with data specific to the user and batch.

- > 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** 

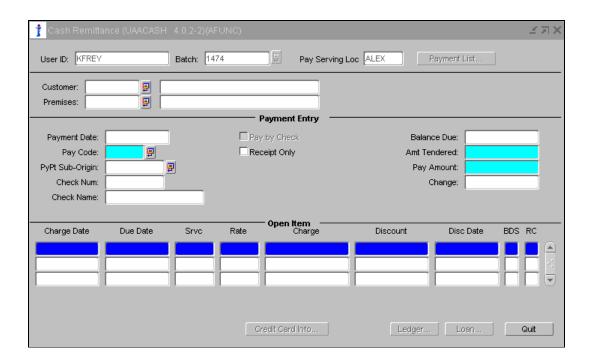
Now that you have opened your batch, you are ready to process payments.

> 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.



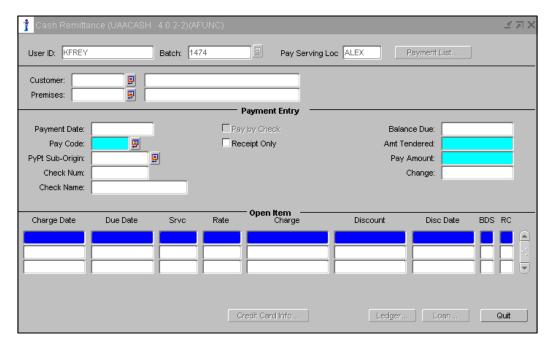
### **Processing Payments**

> 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.



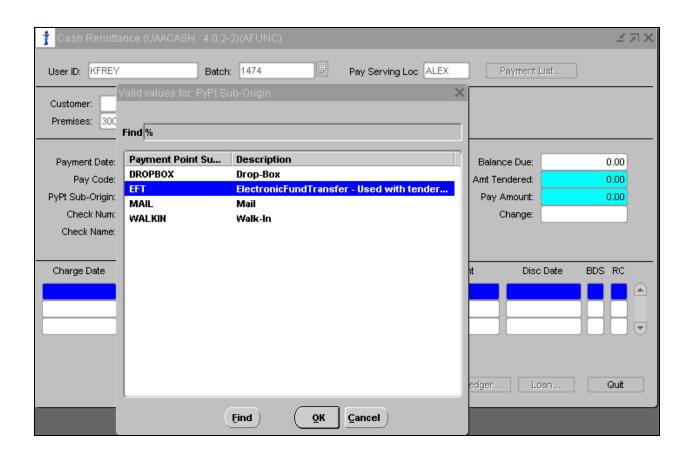


- > Ctrl+Page Down will take you to the 'Payment Entry' block. The date is pre-populated and cannot be changed.
- > Select the correct payment type in the 'Pay Code:' field by clicking on the list of values.

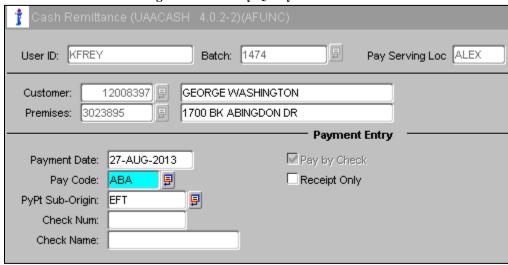
### **Pay Codes**

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

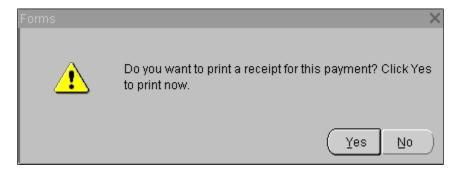
> Once the pay code is selected, next select the 'PyPt Sub-Origin' of EFT from the list of values. This tells someone where the payment originated.



> 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.



- > 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.

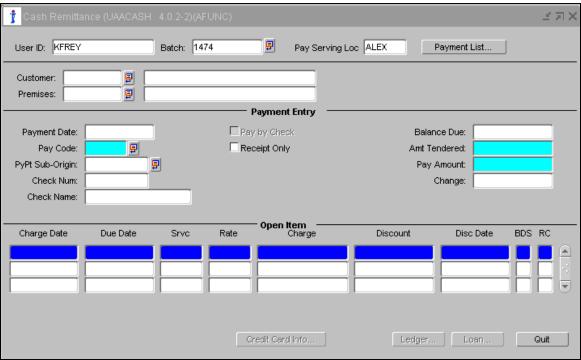


Click 'No' when the receipt pop-up screen appears, currently there is no printing capability available.

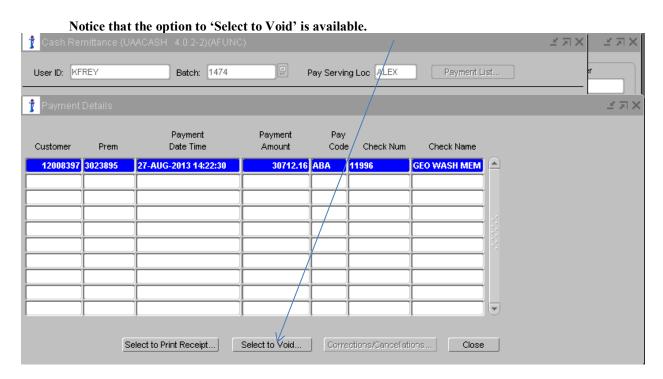
#### **Voiding Payments**

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.

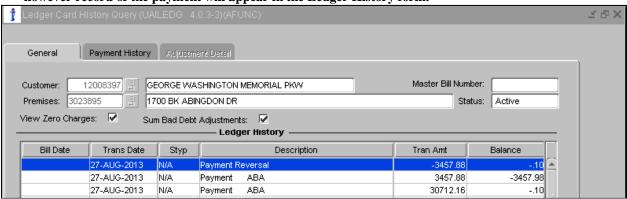


Click on the 'Payment List' button to navigate to the payments taken for today's date for the current user's batch.



- > 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.



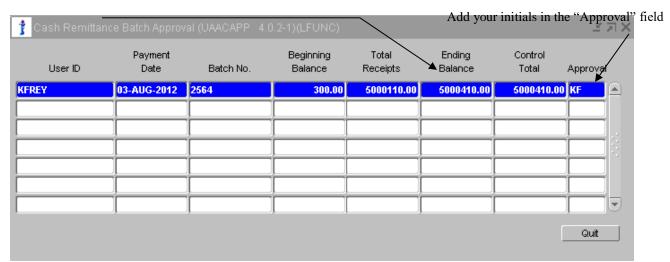
Close a Batch

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.



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**

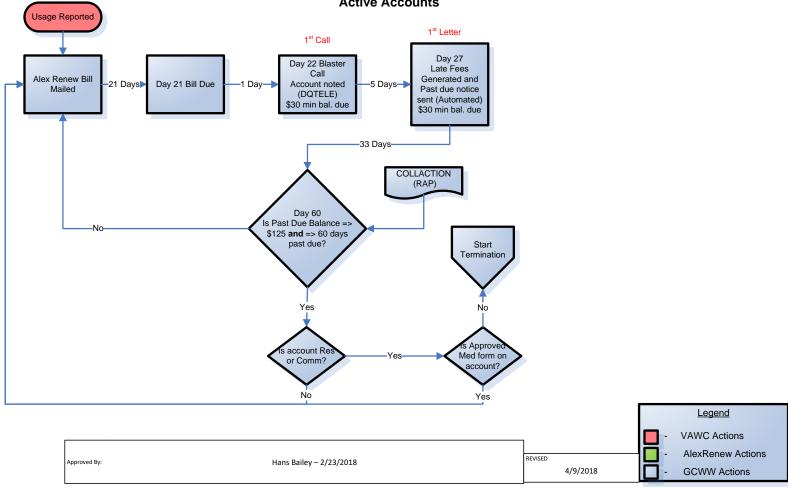
- 1. GWWW made provide payment due date extensions of up to fourteen (14) days for any Customer one (1) time per rolling twelve (12) month period. Payment due date extensions require the Customer's date of birth and Social Security number.
- 2. GCWW may provide a courtesy payment due date extension of 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 is 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



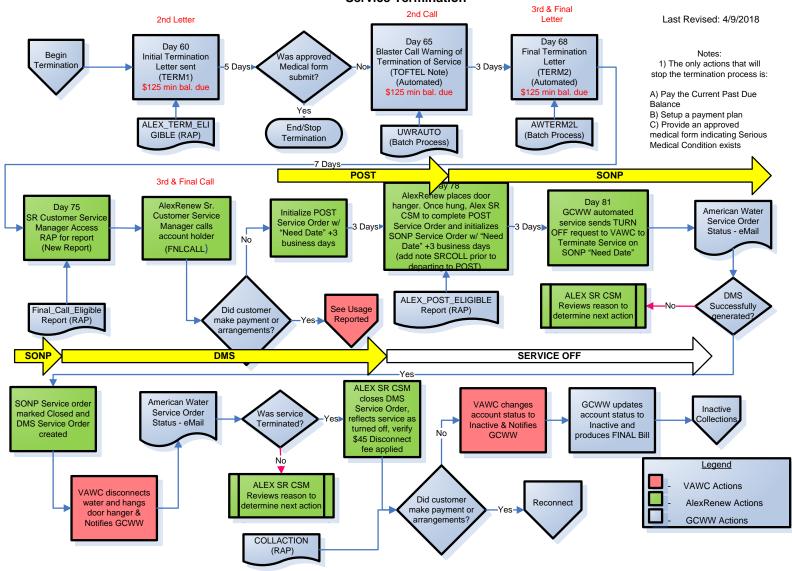
- a. Day 0 Bill is generated
- b. Day 21 Bill is Due
- c. Day 22 Outbound Blaster Call Automated. GCWW will generate these calls if there is a Customer phone number available in billing system. Account noted (DQTELE) \$30 min balance due (1st call)
- d. Day 27 Late fees generated and pass due notice sent if accounts w/balance \$30 or greater (1st letter) Automated
- e. Day 60 Termination of Service begins if criteria below exists;
  - 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 COLLACTION 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*).
  - 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

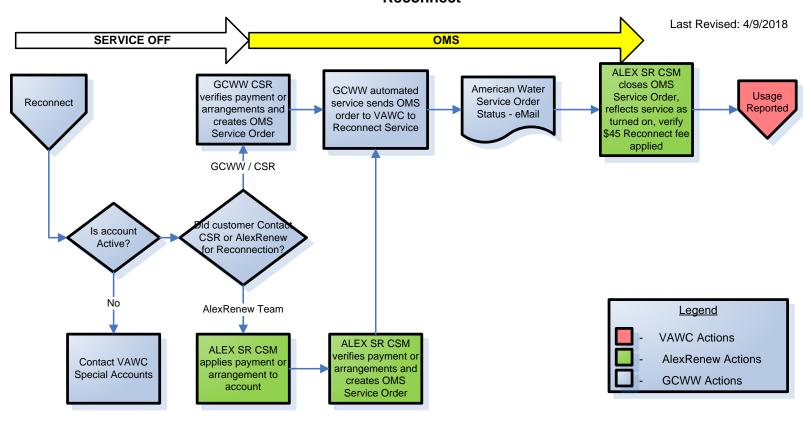
Customer Information System and a Service Order Non-Payment (SONP) Service Order with a "Need Date" 3 business days after the POST is completed.

- 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. XXXXXXXXXXX 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
      - <u>AlexAWSO@gcww.cincinnati-oh.gov</u>. 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.

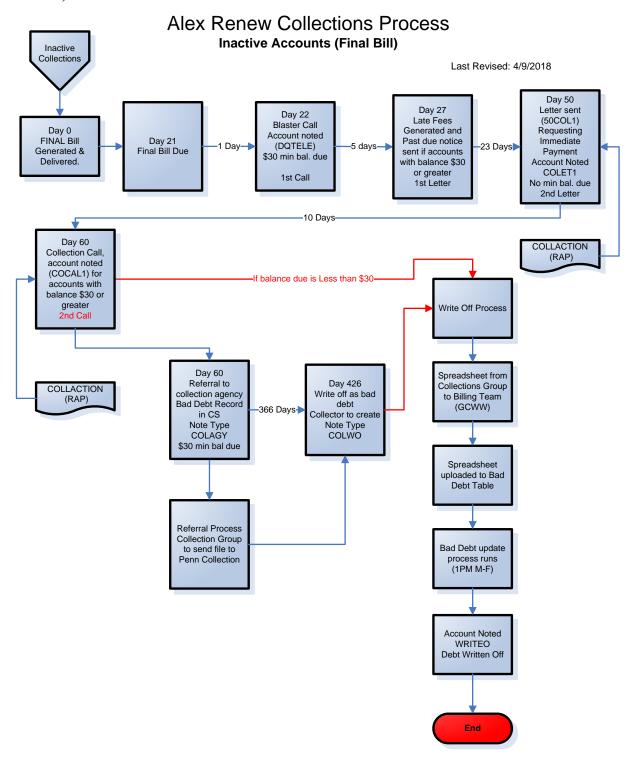
#### **Disconnection Holiday Schedule**

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



#### **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 (poste 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.

| Statement o | ent of Collection<br>y of Cincinnati |
|-------------|--------------------------------------|
|-------------|--------------------------------------|

| : I  | Net   |  | Balance                       | 107.90            |                   | 26.38             |                   |                    |   |
|--|---|--|-------------------------------|-------------------|-------------------|-------------------|-------------------|--------------------|---|
| Page:  | Statement Type: Net   | Reversal   | Due                           | 44.26             | 41.00             | 20.50             | 102.05            | 207.81             |   |
|  | State   | / X=Client   | Due                           | 9.71              | 00.6              | 4.50              | 22.40             | 45.61              | :   |
|  |   | ncy Reversal   | Pay<br>Comm/Code              | 53.97 %18.00 A    | 50.00 %18.00 A    | 25.00 %18.00 A    | \$18.00 M         |                    | \$253.42 ** \$.00   |
| Statement of Collection<br>City of Cincinnati                            | Client #:C P6758<br>Statement Dates: 06/01/2015 to 06/30/2015 | F / R=Agen   | Paid<br>Agency                | 53.97             | 50.00             | 25.00             |                   | 128.97             | ons **<br>Tax   |
|  |   | =Client NS   | Paid                          |                   |                   |                   | 124.45            | 124.45             | ** Total Collections ** Pa State Sales Tax Net Due to you = |
| Statement of<br>City of C  | Client<br>atement Dates: 06/0                                 | / M=Client Pmt / I   | Date Date<br>Placed Collected | 10/07/14 06/22/15 | 02/06/15 06/30/15 | 04/03/14 06/01/15 | 06/02/15 06/15/15 | Client Totals      | ** Tota<br>Pa S<br>Net                                      |
| ation<br>reet.<br>7104   | 50  | Pay Codes: A=Agency Pmt / B=Agency NSF / M=Client Pmt / D=Client NSF / R=Agency Reversal / X=Client Reversal | Name                          |                   |                   |                   |                   |                    |   |
| Penn Credit Corporation<br>916 South 14th Street<br>Harrisburg, PA 17104 | 717-238-7124<br>Frequency: Monthly                            | Pay Coc  | Account Number                | 361100-1225215    | 178712-1163829    | 104758-1089875    | 445462-1088924    | Total Transactions |   |

City of Cincinnati Attn: Todd Radel 4747 Spring Grove Ave Cincinnati, OH 45232-9984

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