

B. BILLING AND COLLECTION PROCESS

1 New Customer or Change of Service

- 1.1 A customer shall be responsible for all billable services, effective the date MW&L is requested to start service, the date of the customer's occupancy, or responsibility, whichever occurs first.
 - 1.1.1 The customer is also responsible for City Charges, as applicable.
- 1.2 The customer will be liable for services rendered and for charges at the service location through the time that MW&L disconnects the utility services or closes the account, whichever occurs later. A non-refundable Customer Processing Charge (see Miscellaneous Charges Schedule, MISC- I) will be billed whenever a customer establishes, transfers or reactivates service.
- 1.3 MW&L starts and stops service on MW&L business days. Customers requesting same day and/or after business hours start or stop of existing utility service will be charged at rates according to the schedule of charges (See MISC- I).
- 1.4 When orders for new, individually metered, single, multi-family or non-residential units are processed, MW&L may elect to install any or all meters as "active" in the owner's name, or to install any or all meters as "inactive." Shared-meters will be installed in the property owner's name. Billing for minimum charges will commence the date an active meter is installed.
- 1.5 Billing alternatives for shared-meters are:
 - 1.5.1 Property owner or customer pays a licensed contractor to reconfigure facilities to meter each unit separately, in accordance with MW&L Policy, and receive approval from the appropriate inspector designated by MW&L.
 - 1.5.2 Property owner assumes all billing responsibility for the shared-meters.
 - 1.5.3 Non-property owner assumes billing responsibility with mandatory, up-front security deposit to be held for the life of the account

2 Billing

- 2.1 Bills will be issued on a periodic basis to the mailing address for the customer of record. Reference to one month's service in the rate schedules relates to the billing period and does not necessarily correlate to a calendar month. MW&L reserves the right to read meters and present bills for longer or shorter periods. In the event that a meter is inaccessible for any reason, MW&L reserves the right to estimate the meter reading and to issue bills calculated upon estimated usage and applicable fees.
- 2.2 Rate schedules are applied to locations and services according to use and occupancy at the time of application. The applicable rate schedule for a location is subject to change, by MW&L, based upon actual usage. If the use and/or occupancy of a location changes, the customer shall notify MW&L and MW&L will determine the applicable rate schedule.
- 2.3 Service charges established by MW&L may be added to a customer's account to cover the costs of collection efforts (See applicable rate schedule).
- 2.4 Utility services shall be billed in the regular billing period. Opening and closing bills may be prorated.
- 2.5 Bill Payment. Bills are payable upon receipt and past due after the due date stated on the bill. Late fees and charges apply in accordance with the Utility's "Charges & Rates" schedules. Payment must be in the form of United States currency.
 - 2.5.1 Bill Payment Options:
 - 2.5.1.1 by mail at PO Box 638, McMinnville, OR 97128,
 - 2.5.1.2 in person at the office at 855 NE Marsh Lane, McMinnville, Oregon,
 - 2.5.1.3 at the night depository at 855 NE Marsh Lane, McMinnville, Oregon,

- 2.5.1.4 at the night depository, downtown McMinnville, in City parking lot at 2nd & Cows Streets,
- 2.5.1.5 direct bank transfer to MW&L through MW&L SmartBill program,
- 2.5.1.6 on-line electronic payments as available through a third party vendor.
- 2.5.1.7 on-line credit card payments as available through a third party vendor.

2.6 Payment Allocation

- 2.6.1 Where payment is made in full and is timely MW&L allocates payments across all charges shown on the bill/invoice (MW&L and City Charges).
- 2.6.2 When a partial payment or late payment is made, MW&L may allocate payments first over electric fees, then water fees, and then to City sewer fees, paying the oldest charges first. Absent a specific customer arrangement, MW&L is not required to allocate payments to include or exclude specific charges.
- 2.6.3 Partial Service. A customer wishing to disconnect from water or electric service only (retaining the other MW&L service) must make a specific arrangement with MW&L customer service.
 - 2.6.3.1 In order to avoid disconnection of water or electric service, MW&L for internal bill-processing purposes may remove delinquent City Charges from the customer invoice (billing). Any such removed City Charges may be billed and collected separately (separate from MW&L) by the City of McMinnville.
- 2.6.4 MW&L will comply will the terms of federally funded low-income programs in applying payments (from those funds). This includes payments made for City Charges.

2.7 Returned Payments; Chargebacks

If MW&L receives a returned payment notice (this includes chargebacks of electronic payments and any form of online payment) or is unable to charge bill payment to the customer 's account, the event will be considered as an NSF (Non-Sufficient Funds) payment, and the customer will be charged according to the schedule of charges. (See Miscellaneous Charges Schedules {MISC-1} and applicable rate schedules.) Two NSF payments in a twelve (12) month period will disallow all but verifiable funds payment in the future. MW&L reserves the right to establish the means or form of payment (cash, money order, bank cashier's check, etc.) from any customer who has previously tendered a dishonored check or gives indication that funds are not sufficient to cover any check tendered.

2.8 Adjustment of Utility Bills

- 2.8.1 When an under-billing or over-billing occurs of MW&L charges, MW&L shall provide the customer with notice of the circumstances, period of time, and amount of adjustment. If the date of error can be established, the under-charge or over-charge shall be computed back to such date. If no date can be established, MW&L shall refund or re-bill for six months of usage. In no event, shall an under-billing or over-billing for charges incurred after September 20, 2011 be adjusted for a period of more than 3 years' usage. As authorized by the City of McMinnville, under-billing or over billing of City Charges may be processed in a like manner.
- 2.8.2 MW&L may waive re-billing for under-billings when the cost to the utility of re-billing is not economical.
- 2.8.3 No billing adjustment shall be required if a meter registers less than 2% error under conditions of normal operation.
- 2.8.4 When a customer is required to pay for an under-billing, the customer may enter into a

time-payment agreement at MW&L's discretion.

3 Estimated Billing Procedures

MW&L reads each meter every month. There may be times, due to bad weather, flooded meters, unfriendly animals, locked gates or doors, when it becomes impossible to read a meter. When it becomes necessary to estimate a bill, the estimate will be based on the past history of usage, if available. Variations from the actual usage during the estimated month will self-adjust the next time the meter is read.

4 Pro-Rated Bills

For billings less than 30 days (first bill or final bill), the customer charge will be pro-rated.

5 Budget Payment Plan

- 5.1 Residential customers with a current account may apply for this payment plan at our office. At least 12 months of billing history is needed to start the plan.
- 5.2 Failure to make payments on time will result in the customer being dropped from the plan and they cannot re-apply for six full months. In order for this program to work, the customer must pay the amount specified as the budget payment amount due by the due date. The account may be re-calculated and adjusted to reflect changes in usage or rates.

6 Time Payment Agreement

MW&L may give a customer with a good payment history up to a six-month Time Payment Agreement. Additional arrangements require prior approval by the Customer Service Manager.

7 Credit Agreement

A new service will not be started when a customer with outstanding charges requests reconnection until a credit agreement has been made. The credit agreement must be signed by the customer.

8 Appeals Process

8.1 Customer Conference

- 8.1.1 A customer who questions or disputes a bill or the payment thereof for water or electric service, or is unable to pay the full amount when due, shall have the right to request an informal conference with the Customer Service Manager or other representative of McMinnville Water & Light designated by the General Manager.
- 8.1.2 The informal conference should be requested before the disconnect date. The conference can be held in person or by telephone during regular business hours. The purpose of the conference is to resolve disputes and complaints and requests for payment terms in a timely manner.

8.2 Appeals

- 8.2.1 Customers who are not satisfied with the outcome of the informal conference may appeal to the General Manager.
- 8.2.2 An appeal must be submitted in writing together with the reason thereof, identifying the portion of the billing being disputed, within 5 business days following the informal conference. MW&L must be informed before the disconnect date that an appeal is being filed.
- 8.2.3 The collection effort by MW&L for the amount disputed will be suspended until the General Manager's decision is issued.
- 8.2.4 A written decision shall be hand-delivered or sent to the customer by certified mail or email within three business days following the appeal. It shall contain a summary of the customer's appeal and supporting evidence, a summary of MW&L's collection efforts, and the General

Manager's decision. If the customer refuses to accept delivery of the written decision or fails to make payments as required by the General Manager's decision, MW&L may proceed with immediate collection effort without further notice, including, but not limited to, disconnection of the customer's service.

9 Customers Helping Customers (CHC)

9.1 Customers Helping Customers is a bill paying assistance program dedicated to meeting the needs of McMinnville Water & Light customers who are unable to pay their McMinnville Water & Light utility bills due to financial difficulty. Funds are comprised of both customer donations and McMinnville Water & Light contributions.

9.2 Donations collected for the program are disbursed by and through St. Vincent de Paul, absent of any fees, charges or administration cost to McMinnville Water & Light, its customers, or any other parties involved.

9.3 Customers needing assistance are directed to the local St. Vincent de Paul where they can receive assistance for past due billings. Dollar amounts are determined by actual billings and recipient eligibility criteria is based on recipient needs. All qualifying, eligibility and need assessments of participating recipients are performed and determined by St. Vincent de Paul. Recipient statistics and records are maintained by St. Vincent de Paul.