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Customer Service Policies
1.00 General

1.01 Purpose: It is the responsibility of the Board of Public Utilities, (KCBPU), to provide electric and water service to the residents of Wyandotte County, Kansas.

1.02 Scope: This policy outlines the responsibilities of KCBPU and the customers of KCBPU, in accepting use and submitting timely payment for services.

This is also designed to inform customers of potential charges associated with certain situations, and to ensure all customers receive uniform and equitable consideration.

1.03 Privacy Policy: KCBPU employs a combination of technology and standard practices to ensure customer information is safeguarded from unauthorized access or exposure. KCBPU protects customer information on secure systems with restricted access and has implemented appropriate security controls to protect the information when it is stored or transmitted by us. Contractors acting on KCBPU's behalf are required to safeguard customer information. It may be necessary – by law, legal process, litigation, or requests from public and governmental authorities – for KCBPU to disclose some customer information. KCBPU is a municipal utility and is governed by the Kansas Open Records Act. KCBPU may also disclose customer information if it determines that for purposes of national security, law enforcement, or other issues of public importance, disclosure is necessary or appropriate. KCBPU may also disclose customer information if that disclosure is reasonably necessary to enforce KCBPU's terms and conditions or to protect operations or users.

2.00 Conditions of Service

2.01 Conditions of Service: A customer is the end-use consumer of KCEPU’s services and the party who will pay for their services. The customer must pay in full all outstanding debt to KCBPU prior to KCBPU accepting a service application and promptly pay all bills for services rendered. For rental locations, the property owner(s) / landlord(s) must pay in full all outstanding debt on all of their account(s) prior to KCBPU accepting a service application for any rental location.

3.00 Supplying Electric and Water Service

3.01 Supplying Electric and Water Service: Reference Policy Numbers PE-310-001 Section 4.00 and PW-410-001 Section 6.00

4.00 Requests for Service and Discontinuing Service

4.01 Requests for Service: Customers and potential customers of one or more of the utility services provided shall be subject to the provisions of this policy. KCBPU desires to know as much about the customer as necessary to determine credit risk and control bad debt expense.

All current customers who have a good credit rating or better and are current with their utility bill may make a new request by telephone or BPU web site when available. There is a Service Fee charged by KCBPU to process information, obtain a credit report, and set up an account as set out in the Fee and Deposit Schedule. This fee is paid with the first billing. Picture identification is required and a Social Security
Number is requested.

KCBPU may waive the Service Fee for a Residential customer if the customer signs up for automatic utility bill payments by bank draft and continues the payments for at least one year. If the customer cancels the automatic payment or incurs an insufficient funds transaction within the first year, the Service Fee must be paid.

The property to be serviced must qualify for service. If a property failed inspection or is determined to be unfit/unsafe for service, service will not be provided.

4.02 Discontinuing Service:

Customers of one or more of the utility services provided shall be subject to the provisions of this policy. Any contract made for services shall continue in full force and effect during its term. Services shall be discontinued by customer in accordance with the terms of the contract. If no terms are specified, customer may discontinue services upon giving KCBPU notice at least one business day in advance. In case no such notice is given to KCBPU, the terminating customer shall be responsible for all services supplied until such notice is given to KCBPU. In the case of rental property, the owner may contract in writing for services to be continued automatically in owner's name, with full responsibility for payment of all services thereafter delivered, when services are terminated at the request of any tenant.

When a change of occupancy or any other change of legal billing responsibility occurs on any service being rendered by KCBPU, the notice of this change shall be given to KCBPU by the customer, and KCBPU will require at least one business day to process the request.

The outgoing customer shall be responsible for all service rendered until the notice of change has been received by KCBPU.

5.00 Security Deposits

5.01 Security Deposits: Deposits are assessed in an effort to ensure that all utility invoices are collected, which assists in keeping rates from unduly increasing.

All customers will be subject to a maximum deposit. The deposit can be reduced if the customer supplies KCBPU with approved personal, identifiable information. If such information is provided, the deposit may be determined by a sliding scale based on the credit rating of the applicant. The scale will be determined by using a credit rating service utilized by KCBPU.

Personal/business information is necessary for KCBPU to know the customer and provide a basis of extending credit to the customer for their services.

KCBPU maintains a Privacy Policy regarding the protection of personal/business information.

The criteria used in requiring deposits from customers shall be as follows:

5.02 Residential Service Applicants: Applicants must provide valid driver's license, passport, state or military identification.

A service applicant, who provides a social security number that is returned as deceased, non-issued, belonging to a person under the age of 18, or belonging to a
person other than the applicant, or is fraudulent, shall be denied service and may be referred to the police or prosecutor's office if warranted.

KCBPU cannot demand that an applicant provide their social security number as a requirement for service. However, it is our policy that applicants who refuse to provide their social security number pose a greater credit risk and shall be charged the maximum deposit as set out in the Fee and Deposit Schedule. The deposit may be held until the account is finalized.

Residential Service Applicants – Homeowners

All property owners who reside at the property being served will be required to complete the application process. Property owners will need a copy of their settlement statement and all signers to the statement must provide necessary information in order to obtain service.

- Homeowners who pose a substantial credit risk may be charged the applicable deposit as set out in the Fee and Deposit Schedule.
- Homeowners who pose a limited credit risk may be charged the applicable deposit as set out in the Fee and Deposit Schedule.
- Homeowners who pose no credit risk may not be required to pay a deposit.
- Homeowners who are a current customer of KCBPU and have not incurred more than one Late Payment Charge assessed over the previous twelve months of history and there has been no disconnect activity may not be required to pay a deposit.

In the event a homeowner(s), who is not assessed the maximum deposit, who was not required to pay a deposit or whose deposit was refunded, is disconnected for nonpayment of a bill the third time within a two year period, a deposit as set out in the Fee and Deposit Schedule plus any applicable fees and taxes may be imposed.

Residential Service Applicants – Renters

All renters who will reside at the property to be served shall complete the application process. First time applications must be completed in person at the offices of KCBPU. Renters will need a copy of their lease agreement and all signers to the lease must provide necessary information in order to obtain service.

- Renters who pose substantial credit risk may be charged the applicable deposit as set out in the Fee and Deposit Schedule.
- Renters who pose limited credit risk may be charged the applicable deposit as set out in the Fee and Deposit Schedule.
- Renters who pose no credit risk may not be required to pay a deposit.
- Renters who are a current customer of KCBPU and have not incurred more than one Late Payment Charge assessed over the previous twelve months of history and there has been no disconnect activity may not be required to pay a deposit.
In the event a renter(s), who is not assessed the maximum deposit, who was not required to pay a deposit or whose deposit was refunded, is disconnected for nonpayment of a bill the third time within a two year period, a deposit as set out in the Fee and Deposit Schedule plus any applicable fees and taxes may be imposed.

Residential Service Applicants – Other / Contractor

All persons (including contractors, home renovators, etc.) who are signing for service and/or will be responsible for utilities at the property to be served shall complete the application process. Applicants will need a copy of their legal documents between the applicant and the property owner and all signers to the documents must provide necessary information in order to obtain service.

- Customers who pose substantial credit risk may be charged the applicable deposit as set out in the Fee and Deposit Schedule.

- Customers who pose limited credit risk may be charged the applicable deposit as set out in the Fee and Deposit Schedule.

- Customers who pose no credit risk may not be required to pay a deposit.

- Customers who are a current customer of KCBPU and have not incurred more than one Late Payment Charge assessed over the previous twelve months of history and there has been no disconnect activity may not be required to pay a deposit.

In the event a customer(s), who is not assessed the maximum deposit, who was not required to pay a deposit or whose deposit was refunded, is disconnected for nonpayment of a bill the third time within a two year period, a deposit as set out in the Fee and Deposit Schedule plus any applicable fees and taxes may be imposed.

Non-Residential Service Applicants:

- Non-Residential Service Applicants
  Applicants may have a deposit equal to the sum of two-and-a-half times the highest bill over the past twelve months at that location. The deposit can be reassessed every six months.

  The deposit may be waived for Governmental entities or a registered 501(c)(3).

  Applicants may not be assessed a deposit if they sign up for and maintain automatic utility bill payments by bank draft. If the customer cancels the automatic payment or incurs an insufficient funds transaction, a deposit will be assessed.

- New Non-Residential Account Deposit Determination
  When application is made for new business/commercial accounts, the deposit amount may be based on estimated type of usage and rate structure. As well other businesses that fall in the proposed rate structure may be reviewed and used to determine the amount of the deposit based on their average monthly


5.04  **Form of the Deposit:**

Residential deposits may be in the form of cash, money order, credit card, debit card, cashier’s check or personal check.

Non-Residential deposits may be in the form of cash, a surety bond written by an insurance company with at least a very strong or equivalent credit rating licensed to do business in the State of Kansas, or an Irrevocable Letter of Credit from a bank with at least a three star Bankrate.com credit rating. (One star is the lowest bank rating with five stars being the highest rating.) A non-cash deposit shall require a provision that notice must be given thirty days prior to expiration to KCBPU by the bank issuing the non-cash deposit.

5.05  **Credit of the Deposits:**

For eligible accounts, deposits that are credited will be applied towards the outstanding balance. Any credit balance on a financed account will be refunded to the customer. Deposits are not transferable from one service address to another.

If the customer has incurred more than two penalty assessments during the two year period (Residential deposits) or three year period (Non-Residential deposits), the credit may be delayed. Upon review of the most current twelve-month period the deposit will be credited when no more than two penalty assessments have occurred.

Residential deposits may be credited to the customer’s account with interest two years after the customer has paid the deposit. The interest is determined by the Kansas Department of Administration, Municipal Services, and K.S.A. 12-822 and as amended.

Non-Residential deposits may be credited to the customer’s account with interest three years after the customer has paid the deposit. The interest is determined by the Kansas Department of Administration, Municipal Services, and K.S.A. 12-822 and as amended.

6.00  **Fraud:**

Fraudulent information or material misrepresentations made to KCBPU in order to obtain service will be cause for refusal to provide or discontinuance of service with a possible Deposit imposed for reconnection and the customer must bring their account to a zero balance. Proper authorities may be notified.

7.00  **Individual Liability:**

Where two or more persons join in one written or oral application or contract for utility service, such persons shall be jointly and individually liable and shall be billed by means of a single periodic bill mailed to the person designated on the application to receive the bill.

If circumstances warrant it, in KCBPU’s reasonable judgment, KCBPU may request the names of each adult occupant residing at the location where residential service is being provided.

When someone is added to an existing account, they shall be jointly and individually liable for the bill for utility service supplied, as well as any past delinquencies at any
service location.

KCBPU reserves the right to transfer any previous unpaid balance and/or terminate any service connection if KCBPU later discovers that the customer or any person living at the service address owed a debt to KCBPU that was not resolved at the time of application.

7.02 Invalid Tenant: Customers having a change in status of the designated account holder must notify KCBPU of said change. Customers not notifying KCBPU may receive an Invalid Tenant notification and may be required to apply for service by the date identified within the notification. A change in the status of the designated account holder could be due to but not limited to: death, divorce, or other similar circumstance whereby the designated account holder no longer resides at the premise.

The customer remaining at the location will become the designated account holder and may have new deposit requirements and/or charges to the payment plans required. The customer shall remain responsible for any outstanding debts previously incurred.

7.03 Deceased Tenant: When an account holder(s) is deceased, KCBPU may request legal documentation including, but not limited to, a death certificate(s) in order to transfer the service into the name of the responsible party. If KCBPU receives notice or determines that an account holder is deceased, notification of account closure may be given that would set forth a date in which the responsible party must bring the account balance to a zero balance and transfer the services into their name in order to continue services at the location of the deceased account holder.

7.04 Probate: If the property is in Probate, the executor must transfer the services into their name. If no executor is appointed, the services may be disconnected. KCBPU reserves the right to request additional documentation to continue service.

8.00 Effective Date of Service

8.01 Effective Date of Service: KCBPU’s rates will be charged and bills rendered from the date the utility service is first requested and/or made available to the customer.

9.00 Term of Service

9.01 Term of Service: KCBPU has no requirements binding a residential customer to a specific term of service except in cases where the customer has requested a three-phase power service and has entered into a contract with KCBPU for a specific term of service.

Normally a three-phase power service will not be supplied to a residential customer unless the customer agrees to pay KCBPU the cost of the three-phase service as per Policy PE-310-001 Section 4.00.

The term of service for non-residential customers or any other contract shall be as specified in such specific contracts as may be applicable.

KCBPU has no requirements binding a non-residential customer to a specific term of service except in cases, as determined by KCBPU, where the amount of investment or incentive economically justifies an executed service agreement specifying term of
10.00 **Rates and Charges**

Rates and charges for electric and water service to a customer at any point of delivery are established by resolution(s) adopted and amended from time to time by KCBPU and include various fees and penalties. A copy of the rates is available in the Rate Application Manual on the website of KCBPU.

Accounts will be charged monthly minimum charges, including Unified Government charges, even if there is no meter usage on the account.

11.00 **Billing and Payment**

Bills shall be rendered monthly, or at such other interval as KCBPU determines appropriate. In computing bills for multiple month periods, the minimum charges of the rate may be prorated as applicable.

If a meter has been destroyed by fire or otherwise fails to correctly register services supplied, an estimated bill based on consumption during previous periods or other information shall be rendered to the customer.

Failure to receive mail, including a bill, does not release the customer from obligation of payment.

KCBPU can back bill for any charges including but not limited to a stuck or non-operating meter for up to three (3) years.

11.02 **Equalized Payment Program (EPP):**

Only Residential customers can elect to be billed in equal monthly installments.

For a customer to be eligible to elect to be billed under the terms of the EPP, the customer must meet the following EPP requirements:

- Customer must have received service continuously at their present address for twelve consecutive billing periods.

- The customer must have a zero (0) balance to enroll in the EPP.

The total yearly amount billed under the EPP shall be equal to the amount the customer would have been billed under regular usage, had they not elected to select the EPP. Initial monthly payments on the EPP will be determined by dividing customer's past twelve months billed amount by twelve.

The monthly amount payable may be adjusted from time to time by KCBPU, to reflect any rate changes, balance changes, and the customer's recent consumption history.

The EPP will continue automatically unless terminated for any of the following reasons:

- The customer closes the account. In that event, KCBPU will render a final bill based on the actual unpaid usage.

- The customer requests termination of the program. Upon termination, the customer's unpaid balance shall be due and payable with their next bill.
If the customer fails to make timely payments of the amount due on the bill rendered, the EPP may be terminated and the customer's bill shall be due and payable based upon actual usage.

If the customer has a payment returned, the customer may be removed from the EPP. Upon termination, the customer's unpaid balance shall be due and payable with their next bill.

If the customer's EPP is terminated by KCBPU, the customer must pay the balance in full immediately in order to be reinstated to the payment program.

**11.03 Prorated & Estimated Bills:**

Bills for more days or less days than the normal billing cycle may be prorated for the actual days of service in accordance with the monthly schedule applicable thereto.

**11.04 Due Dates:**

The due date is indicated on all bills and this date means that payment must be received by KCBPU on or before the indicated date to avoid a late charge and potential disconnection of service.

For reference, various payment options are listed below:

- Lobby window
- Authorized Payment Kiosk
- Online
- Phone/IVR
- Drop Box at KCBPU headquarters
- ACH (Automated Clearing House)
- Wire payment

Note: All payments are cleared electronically including checks. Collection at a customer's residential property location is not permitted.

**11.05 Waiver of Late Payment Charge for Customers in Special Circumstances:**

Customers who are at least 62 years of age and meet the federal poverty guidelines may submit an application and proof of income to KCBPU requesting a waiver of the Late Payment Charge. Future Late Payment Charges will be waived if the application is approved. Customers will be notified in writing if the application is approved or denied.

**11.06 Payment Allocation:**

KCBPU allocates payments to the oldest charges first. KCBPU will not allocate payments per customer's request or demand.

### 12.00 Dishonored or Returned Items

**12.01 Dishonored or Bad Checks:**

This policy will apply to customer payments returned by the bank for reasons such as insufficient funds, account closed, etc.

If a payment is returned by the bank, it may be converted to an Automated Clearing
House (ACH) electronic transaction for re-presentment and collection.

The customer may be charged the Kansas Statutory maximum established rate for a nonsufficient funds check. This rate is designated by the state of Kansas to establish a fair compensation to KCBPU for its efforts to process and collect dishonored or bad checks and the applicable statute is K.S.A. 60-2610.

Upon receipt of a dishonored check for any reason, KCBPU may disconnect the customer's utility services if the check is not redeemed or payment of the check and fee is not received. If services are disconnected for a returned check, all past due monies and the return check amount and fees become due immediately. A dishonored check cannot be covered by another check.

Upon receipt of two dishonored checks, KCBPU may notify the customer in writing that future payments to KCBPU will be accepted by cash, money order, cashier's check, or wire payment only.

13.00 Credit & Debit Card Returned Payment

When the customer has paid by credit and/or debit card and the payment is returned, KCBPU will follow the procedures similar to those described above for dishonored checks.

Future payments will be accepted by cash, money order, cashier's check, or wire payment only.

14.00 Payment Arrangements

KCBPU may allow a customer to enter into an agreement for an acceptable payment arrangement if the customer is unable to pay the full amount of the utility bill by the due date in accordance with this section. Payment arrangements are not available for nonresidential customers, a customer whose service is currently disconnected or scheduled for disconnection that day, or a returned payment amount.

Customers must keep their account current by paying any new utility charges billed in order to maintain the payment arrangement or other actions on delinquent accounts. Late charges may be applied to all past due amounts.

To initiate a payment arrangement, the customer must contact KCBPU. If payment arrangement is broken, utility services are eligible for disconnection without prior notification. A customer is allowed up to three terminated arrangements per calendar year.

Customers who have been issued a corrected bill may be offered payment arrangements. Acceptable payment arrangements will be determined at the time the customer contacts KCBPU to make the payment arrangement agreement.

15.00 Past Due and Collection Status

An account that remains unpaid or is past due may be subject to the following actions:

- **Account past due**: A Late Payment Charge will be added to the bill.
- **Disconnect**: The customer’s utility service(s) may be disconnected.
General Policies Applying to Customer Service
Issuing Credit, Billing and Debt Collections for Electric and Water Service

- **Fees**: A disconnect fee may be charged for meter disconnects. Past due charges, fees, penalties, and deposits may have to be paid in order to re-establish services.

- **Collections**: The bill may be turned over to collections or a lawsuit may be filed.

- **Property Lien**: Subject to Kansas law, KCBPU may pursue property liens.

KCBPU reserves the right to continue to collect the amount due and require full payment before rendering new service.

**16.00 DISCONNECTION AND RESTORATION OF SERVICE**

**16.01 Disconnection of Service:**

If the “amount due now” as indicated on the bill is not paid on or before the due date, a Late Payment Charge as determined by KCBPU may be added to the bill. A courtesy phone call may be attempted to the phone number on file to notify the customer of a late payment. Non-payment of the bill can result in disconnection of service.

When an account is in non-payment status, a notice is given that utility services may be eligible for disconnection; this is a “Disconnection Notice”. If the bill remains unpaid, a courtesy phone call may be attempted to the phone number on file to notify the customer of a pending disconnection. Payment must be made before the cutoff date noted on the bill to avoid being disconnected. Any previous unpaid amount is eligible for disconnect at any time.

**16.02 Restoration of Service:**

In order to restore disconnected service the customer must pay all past due fees, penalties, and bills, plus the appropriate deposit if applicable.

Customers, after making the required payment, can call the confirmation line at 913-573-9191 for restoration. Services should be restored within 2 hours. If for some reason the services are not restored in 2 hours, please contact EPU and allow up to 24 hours for service restoration.

**17.00 COLD AND HOT WEATHER RULE**

**17.01 Cold and Hot Weather Rule:**

During summer months, on any day when the National Weather service forecasts the temperature will rise above 95 degrees Fahrenheit, or the heat index will rise above 105 degrees Fahrenheit, KCBPU will not disconnect electric service for non-payment of bills.

During the period of November 1st through March 31st, KCBPU will not disconnect Residential electric customers for non-payment of bills when the National Weather Service forecasts the temperature will be at or below 32 degrees Fahrenheit in the next 24 hours. KCBPU will check the weather forecasts daily between 8:00 AM and 9:00 AM. Water service can be disconnected at any time.

To avoid being disconnected, the customer must contact KCBPU to check eligibility and establish a payment arrangement. Please refer to Payment Arrangement section for additional requirements.
18.00 FlexPay Program

18.01 FlexPay Program: Residential electric customers may qualify to receive services under KCBPU’s prepay service program called FlexPay.

The following provisions apply to the FlexPay program:

- Only customers with electric Advanced Metering Infrastructure (AMI) meters are eligible for the FlexPay program.
- Prior to being approved for the FlexPay program, the customer must agree to the Service Agreement.
- Customers flagged as Life Support customers are not eligible to participate.
- Deposit requirements may be waived.
- FlexPay customers are not eligible for the Equalized Payment Program.
- Disconnection charges may apply.
- KCBPU offers customers in the FlexPay program a notification when the customer’s balance reaches a Low Balance threshold and when the balance becomes negative. KCBPU will not disconnect the customer until the next business day after notification is attempted. After disconnection, KCBPU will provide customers with a minimum payment amount required to re-establish service.
- KCBPU will make available a separate website for all customers in the FlexPay program.
- FlexPay program service customers are responsible for purchasing services in advance of usage. For customers in arrears before entering the FlexPay program, the percentage of their payments that will be applied to debt recovery may be 25%.
- A customer electing to return to postpaid service may have the same payment plan options as any other residential customer after satisfying the conditions set forth in the FlexPay program. Conditions that may require a new or modified deposit are described in the Security Deposits section.

For reference, various payment options are listed below:
- Lobby Window
- Authorized Payment Kiosk
- On-line
- Phone/IVR
- Drop Box at KCBPU headquarters

Note: All payments are cleared electronically including checks.
## Revision History

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### Description of Changes:
Made verbiage changes to section 17.01.

### Resolution Number
5278

### General Manager Signature/Date

\[10.20.22\]
# Customer Service Adopted Fee and Deposit Schedule

## 1.00 Customer Service Adopted Fee and Deposit Schedule

### 1.00 Service Fees

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<tr>
<th>Type</th>
<th>Description</th>
<th>Fee</th>
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<tbody>
<tr>
<td>a.</td>
<td>Service Fee</td>
<td>$75.00</td>
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<td>b.</td>
<td>Disconnection Fee (Postpaid)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Electric Meter</td>
<td>$10.00</td>
</tr>
<tr>
<td></td>
<td>• Water Meter</td>
<td>$35.00</td>
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<td>c.</td>
<td>Disconnection Fee (Prepay)</td>
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<td></td>
<td>• Electric Meter</td>
<td>$0.00</td>
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<td></td>
<td>• Water Meter</td>
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<td>d.</td>
<td>Late Payment Charge</td>
<td>5% of Outstanding Current Bill</td>
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### 2.00 Residential Homeowner / Renter Deposit (Postpaid)

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<td>Limited Liability</td>
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<td></td>
<td>• Electric</td>
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<td></td>
<td>• Water</td>
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<td>• Sewer</td>
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<td>b.</td>
<td>Substantial Liability</td>
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<td>• Electric</td>
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<td></td>
<td>• Water</td>
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<td></td>
<td>• Sewer</td>
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<td>c.</td>
<td>Maximum Deposit</td>
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### 3.00 Residential Other / Contractor Deposit (Postpaid)

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<td>$250.00 up to the Maximum</td>
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### 4.00 Residential Homeowner / Renter Deposit (Prepay)

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<td>Johnetta Hinson</td>
<td>Don Gray</td>
<td>Yes</td>
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<td></td>
<td>Manager of Customer Service</td>
<td>General Manager</td>
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<tr>
<td>Description of Changes:</td>
<td>New Policy</td>
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<th>Current Version # [Effective Date]</th>
<th>Owner [Author]</th>
<th>Approver</th>
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<tr>
<td>2-19-2020</td>
<td>Johnetta Hinson</td>
<td>William Johnson</td>
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<td>Exec. Dir. Customer Service</td>
<td>General Manager</td>
</tr>
<tr>
<td>Description of Changes:</td>
<td>Updated policy number format to the new standards. Added Late Payment Charge.</td>
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<td>Resolution Number</td>
<td>5251</td>
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<td>Signature/Date</td>
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