

## General Policies Applying to Customer Service Issuing Credit, Billing and Debt Collections for Electric and Water Service

PC-200-001

### 1.00 DEFINITIONS

#### 1.01 Definitions:

- **"Applicant"** means a person or entity who applies to obtain Service(s) from KCBPU.
- **"Authorized User"** means a user added to a KCBPU account by the Primary or Secondary Account Holder. An Authorized User is not financially responsible for the account but may have access to information, submit payment on the account, and reconnect Service(s).
- **"Automated Phone System"** means a computer operated telephone system that uses prerecorded messages and menu options to allow callers to interact with the system without speaking to a live agent.
- **"Board of Directors"** means the elected governing Board of Directors of KCBPU.
- **"Charge(s)"** means the monthly recurring charges assessed by KCBPU and the UG, the usage-based charges for electric and water Services, the Energy Rate Component (ERC) surcharge, the Environmental Surcharge (ESC), the UG Payment in Lieu of Taxes (PILOT) charge, Late Payment Charges, and taxes, each of the foregoing as applicable. For clarity, all Charges assessed by the UG, including the PILOT, are collected by KCBPU and remitted to the UG.
- **"Contractor"** means a builder, developer, contractor, home renovator, landlord, or similar category.
- **"Customer"** means an end user that receives electric and/or water service(s) from KCBPU. A Customer may also be referred to as a Primary or Secondary Account Holder.
- **"Customer Service Policy"** means this General Policies Applying to Customer Service (PC-200-001) document.
- **"Designated Account Holder"** means the person or organization who signs up for KCBPU service.
- **"Due Date"** means... the date indicated on the KCBPU bill by which payment is required.
- **"Eligible Account"** means when a Residential Customer that has paid 22 out of 24 payments on time, or a Non-Residential Customer has paid 34 out of 36 payments on time (each such time period shall be evaluated on a rolling basis), and the Customer's deposit has been paid in full, the applicable account shall qualify as an Eligible Account.
- **"Fee Schedule"** means the Customer Service Adopted Fee and Deposit Schedule (PC-200-002) document.
- **"Final" or "Finaled"** means the termination of a Customer account with KCBPU. Such termination may be voluntary per Customer's request, or involuntary pursuant to this Customer Service Policy, other KCBPU policy, lawful rule, regulation, law, or court order.
- **"Force Majeure Event"** means any event that is directly or indirectly caused by circumstances beyond the reasonable control of KCBPU, including but not limited to acts of nature (e.g. tornadoes, storms, etc.), criminal, illegal, or unlawful acts, acts of war or terrorism, or any law, order, or ordinance in any way restricting the operation or delivery of Service(s).

- **“KCBPU”** means the administrative agency of the Unified Government of Wyandotte County/Kansas City, KS. KCBPU provides electric and water services to the residential and non-residential customers in designated service areas.
- **“Late Payment Charge”** means a charge assessed when a customer bill is past due as described in the Fee Schedule.
- **“Non-Residential Applicant”** means an Applicant who seeks KCBPU Service(s) as a non-residential location.
- **“Non-Residential Customer”** means a customer who receives Service(s) at a non-residential location.
- **“Non-Residential Service”** means the Service(s) provided to any non-residential location.
- **“Primary Account Holder”** means the principal account holder for Service(s) at a location.
- **“Residential Customer”** means a customer who receives Service(s) at a residential location.
- **“Residential Service”** means the Service(s) provided to a residential location.
- **“Returned Item”** means any payment made to KCBPU via check, money order, cashier’s check, credit card, or debit card that is returned for any reason.
- **“Secondary Account Holder”** means a person who is approved by KCBPU to be added onto an existing account. The Secondary Account Holder is financially responsible for the Customer account to which they are added, and is subject to the same application process, including an evaluation of such person’s creditworthiness, as the Primary Account Holder.
- **“Service”** means electric and water service provided by the KCBPU.
- **“Service Initiation Fee”** means... a one-time fee paid to start or transfer service with KCBPU.
- **“Terminated Payment Arrangement”** means a payment arrangement that is terminated by KCBPU due to a full payment not being made by the applicable Due Date or for a Returned Item on an account.
- **“UG”** means the Unified Government of Wyandotte County/Kansas City, Kansas.
- **“Usage”** means the amount of KCBPU Service(s) used by a Customer.

**2.00 GENERAL**

**2.01 Purpose:** It is the responsibility of KCBPU to provide electric and water service to the residents within our service territory.

**2.02 Scope:** This Customer Service Policy (or “Policy”) outlines the responsibilities of KCBPU and the Customers of KCBPU, in accepting use and submitting timely payment for services.

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

**2.03 Privacy Policy:**

KCBPU employs a blend of technology and standard practices to safeguard customer information from unauthorized access or exposure. Customer information is protected on secure systems with restricted access, and KCBPU has implemented appropriate security controls to safeguard this data during storage or transmission. Before disclosing any information regarding their service and/or account, KCBPU requires customers to verify their account identity information. Contractors acting on behalf of KCBPU are also obligated to safeguard customer information.

In certain circumstances, such as by law, legal process, litigation, or requests from public and governmental authorities, KCBPU may need to disclose some customer information. As a municipal utility, KCBPU is governed by the Kansas Open Records Act (KORA). Additionally, KCBPU may disclose customer information if it determines that disclosure is necessary or appropriate for national security, law enforcement, or other matters of public importance. Moreover, disclosure of customer information may occur if deemed reasonably necessary to enforce KCBPU's terms and conditions or to protect operations or users. KCBPU may also request that customers voluntarily provide additional information to better understand their needs and provide enhanced service.

**3.00 CONDITIONS OF SERVICE**

**3.01**      ***Conditions of Service:***

A Customer is the end-use consumer of the Service(s) and the party who is responsible for payment of the Service(s) provided to the applicable Service location. If, prior to Service initiation or within 180 days after, KCBPU discovers an outstanding debt owed by a Service Applicant or existing Customer, as applicable, such Applicant or Customer must pay in full the outstanding debt as follows: (i) either prior to KCBPU accepting a Service application or upon notification (for Customer), or if requested, KCBPU shall enter into a maximum 6 month payment arrangement with the Applicant or Customer for the outstanding debt with the requirement that at least 1/6 of the outstanding debt must be paid up front; (ii) Service installation or provision is not unduly delayed due to the outstanding debt; and (iii) the 180 day timeframe following Service initiation does not apply in cases of fraud or diversion. Customers shall timely pay all bills for Services rendered. All Customers must be at least 18 years of age or legal adult to sign for Service(s).

**4.00 SUPPLYING ELECTRIC AND WATER SERVICE**

**4.01**      ***Supplying Electric and Water Service:***

Reference Policy Numbers PE-310-001 Section 4.00 and PW-410-001 Section 6.00

**5.00 REQUESTS FOR SERVICE AND DISCONTINUING SERVICE**

**5.01**      ***Requests for Service:***

KCBPU shall use a third-party credit rating service to assist in determining the risk profile of a Customer.  
A Service Initiation Fee, as set forth in the Fee Schedule, is assessed by KCBPU on the initial bill.

Residential Applicants must provide valid driver's license, or State or Federal issued photo identification, excluding military identification. A Social Security Number or

Individual Taxpayer Identification Number (ITIN) is requested, but not required to be provided.

KCBPU may waive the Service Initiation Fee for a Residential Customer if the Customer signs up for automatic utility bill payments by bank draft and continues such automatic bank draft 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 Initiation Fee will be reinstated and must be paid.

The property identified on a Service application must qualify to receive applicable Service(s) requested. If a property failed inspection or is determined to be unfit/unsafe for Service, Service will not be provided until property passes inspection and is determined fit/safe for Service. A property will have all Services established at account creation.

**5.02**      ***Discontinuing Service:***

Customer may discontinue Services upon giving KCBPU notice at least two business days in advance. If no such notice is given to KCBPU, the terminating Customer shall be responsible for all Services supplied until such notice is given to KCBPU.

Customer shall notify KCBPU when a change of occupancy or any other change of legal billing responsibility occurs on any Service being rendered, and when all required information is received by KCBPU, the request will be processed within two business days. The outgoing Customer shall be responsible for all Service(s) rendered until the notice of change has been received by KCBPU.

In the case of rental property, when services are terminated at the request of any tenant or landlord, a request to revert services to landlord may be requested for Services to be continued automatically, with full responsibility for payment of all Services thereafter delivered. If the landlord has an outstanding KCBPU debt, the Services will not be reverted and the outstanding debt must be paid or Services will be terminated.

**6.00 SECURITY DEPOSITS**

**6.01**      ***Security Deposits:***

Deposits may be assessed in an effort to ensure that all utility invoices are collected, and keeps the utility financially viable to continue providing Services to our Customers.

The deposit will be determined by a sliding scale based upon the credit rating of the Applicant. The scale will be determined by using a third-party credit rating service utilized by KCBPU. Applicants, who do not provide the necessary information to determine a credit rating, will be required to pay the maximum deposit or use FlexPay. The deposit will be charged to the first three months of a Customer's monthly billing in equal installments, unless the Customer chooses to pay the deposit in full on the first month's bill.

Personal/business information is necessary for KCBPU to provide a basis of extending credit to the Customer for their Services.

The criteria used in requiring deposits from customers shall be as set forth in Sections 5.02 and 5.03 below.

**6.02 Residential Service Applicants:** Residential Service Applicants include Homeowners, Renters, and Contractors. When applying for Service at a residential location, the Customer is deemed to have signed up for all KCBPU Services provided to that location.

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 or shall be charged the maximum deposit as set out in the Fee Schedule, and may be referred to law enforcement, police, or prosecutor's office if warranted. Any Applicant who has previously submitted a fraudulent application within the past five years, shall be charged the maximum deposit as set out in the Fee Schedule.

KCBPU cannot demand that an Applicant provide their social security number as a requirement to initiate Service. However, it is KCBPU's 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 Schedule. The deposit may be held until the account is Finaled.

**Residential Service Applicants – Homeowners, Renters, and Contractors**

Residential Service Application Process Requirements:

All property owners (Homeowners) and renters (Renters) who reside at the property being served, and all Contractors who sign up for Service(s) and/or will be responsible for the Service(s) at the property to be served are required to complete the application process.

To obtain Service(s) at a residential location:

- (i) Homeowners must provide a copy of their settlement statement, and all signers must provide the necessary information requested by KCBPU;
- (ii) Renters must provide a copy of their lease, and all signers must provide the necessary information requested by KCBPU; and,
- (iii) Contractors must provide the legal documents between the applicant and the property owner, and all signers to the documents must provide the necessary information requested by KCBPU.

Residential Service Credit Requirements:

Homeowners, Renters, and Contractors who pose a substantial credit risk, as determined by a third-party credit agency, may be charged the applicable deposit as set out in the Fee Schedule.

Homeowners, Renters, and Contractors who pose a limited risk or have no credit history, as determined by a third-party credit agency, may be charged the applicable deposit as set out in the Fee Schedule.

Homeowners, Renters, and Contractor who pose no credit risk, as determined by a third-party credit agency, may not be required to pay a deposit.

Homeowners, Renters, and Contractors may not be required to pay a deposit if they:

- (i) are a current Customer of KCBPU;
- (ii) have not incurred more than one Late Payment Charge assessed and have not incurred any disconnect activity over the previous 12 months of billing history.

If a Homeowner, Renter, or Contractor is disconnected for nonpayment of a bill for the third time within a 24-month period, a deposit as set out in the Fee Schedule may be imposed if they were

- (i) not originally required to pay a deposit;
- (ii) not originally assessed the maximum deposit; or
- (iii) previously refunded their deposit.

**6.03**      ***Non-Residential  
Service Applicants/  
Customers:***

**Non-Residential Service Applicants/Customers**

Every non-residential Service Applicant shall have a deposit assessed to its account based on the electric and water utility related Charges only, over the past 12 months at the location to be serviced. The Non-Residential Service Applicant deposit levels are specified in the Fee Schedule. The deposit can be reassessed every 12 months based upon usage and payment history, and may be adjusted per the Fee Schedule.

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

Non-Residential 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 based on the Fee Schedule.

A deposit may be imposed on a Non-Residential Customer if: (i) such Customer was not required to pay an adequate deposit to cover the risk associated with the usage; or (ii) their deposit was refunded or is disconnected for nonpayment of a bill for the third time within a two-year period.

**6.04**      ***Form of the  
Deposit:***

Residential deposits may be in the form of cash, money order, credit card, debit card, cashier's check, personal check, or approved online payment method.

Non-Residential deposits may be in the form of an approved online payment method, cash, cashier's check, check or a surety bond written by an insurance company with at least an "A" rating from A.M. Best or equivalent credit rating and licensed to do business in the State of Kansas, or an Irrevocable Letter of Credit from a bank with at least a three-star rating from Bauer Financial (bauerfinancial.com) (one star is the lowest bank rating and five stars is the highest rating). A non-cash deposit shall require a provision that notice must be given to KCBPU at least thirty days prior to expiration by the bank issuing the non-cash deposit.

- 6.05**      ***Credit of the Deposits:***      Subject to subsections 5.05(i)-(iv) below, Residential and Non-Residential deposits will be credited to an eligible Customer's account with interest. Such interest is determined by the Kansas Department of Administration, Municipal Services and K.S.A. 12-822 as amended.
- (i)      If a Residential Customer has paid 22 out of 24 payments on time, or a Non-Residential Customer has paid 34 out of 36 payments on time (each such time period shall be evaluated on a rolling basis), and the Customer's deposit has been paid in full, the applicable account shall qualify as an Eligible Account;
  - (ii)      For Eligible Accounts, deposits that are credited will be applied towards the outstanding balance, if any;
  - (iii)      Any credit balance remaining on a Finaled account will be refunded to the Customer;
  - (iv)      For any Customer account that is not in Eligible Account status as of the initial timely payment period analysis, the deposit credit will be delayed. Thereafter, KCBPU shall review the most current 12-month period, and when no more than two Late Payment Charges have occurred, the deposit will be credited to the Customer's account.

**7.00 FRAUD**

- 7.01**      ***Fraud:***      If a Customer and/or applicant provides fraudulent information or material misrepresentations to KCBPU, then:
- (i)      KCBPU may refuse to provide new Service or discontinue existing Service;
  - (ii)      the Customer must bring their account to a zero balance;
  - (iii)      a deposit may be imposed for reconnection; and,
  - (iv)      proper authorities may be notified.

**8.00 INDIVIDUAL LIABILITY**

- 8.01**      ***Individual Liability:***      Where two or more persons are joint account holders, such persons shall be jointly and individually liable and shall be billed by means of a single periodic bill provided to the person(s) designated on the application to receive the bill.

A Primary Account Holder may add a Secondary Account Holder to an existing account, and such Secondary Account Holder shall be jointly and severally liable for the bill from KCBPU, as well as any past delinquencies at any Service location previously under the Primary Account Holder's name, provided that such delinquencies were discovered by KCBPU within 180 days after Service initiation at the Service location. When a Secondary Account Holder is added to an account, they must acknowledge to KCBPU in writing (which may be electronic) their acceptance of joint and several liability for Charges, including past delinquencies on the account (subject to Section 2.01 above).

If, within 180 days after a Secondary Account Holder is added to an existing account, KCBPU discovers an outstanding debt owed to KCBPU by the Secondary Account Holder, KCBPU shall notify the Secondary Account Holder of the debt, and: (i) such outstanding debt must be immediately paid; or (ii) the Secondary Account Holder must enter into a maximum 6 month payment arrangement where 1/6 of the debt must be paid up front; or (iii) if neither (i) nor (ii) occurs within 5 business days of the notice to the Secondary Account Holder, then KCBPU shall notify the Primary Account Holder of the removal of the Secondary Account Holder. Upon request to KCBPU, a Primary Account Holder or Secondary Account Holder may be removed from the account at any time, provided the account is at a zero balance when the request is made.

A Primary Account Holder or a Secondary Account Holder may add an Authorized User to an existing account, and such Authorized User is not financially responsible for the account in any way, but may obtain account information, make payment on the account, and reconnect Service(s).

**8.02**      ***Unknown User:***

A Designated Account Holder is the person(s) that signs up for a KCBPU account. A Customer must notify KCBPU if there is a change in status of such Designated Account Holder, which includes but is not limited to, death, divorce, or other similar change of circumstance whereby the Designated Account Holder no longer resides at the Service location. If a user fails to notify KCBPU of such change in status of the Designated Account Holder, KCBPU may send an Unknown User notification to the Customer and require the Customer to apply for KCBPU Service by the date identified in the notification.

Following the change in status, the user wanting to maintain Service(s) at the Service location: (i) will become the new Designated Account Holder; (ii) is required to transfer the Services into their name; (iii) must bring the account balance to a zero balance; and (iv) may be subject to new deposit requirements. The new Designated Account Holder shall adhere to the requirements listed in Section 5.00 Security Deposits.

**8.03**      ***Deceased Account Holder:***

When an account holder(s) is deceased, and a new responsible party seeks to transfer Service(s) into their name or to Final the account of the deceased, KCBPU may request documentation including, but not limited to, a death certificate or obituary. 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 on which the responsible party must bring the account balance to a zero balance and transfer the Services into their name to continue Services at the location of the deceased account holder.

If a new responsible party wants to maintain Service(s) at the deceased Customer's Service location, such responsible party: (i) will become the Designated Account Holder; (ii) is required to transfer the Services into their name (ii) must bring the account balance to a zero balance: and (iii) may be subject to new deposit requirements. The new Designated Account Holder shall adhere to the same requirements that are listed in Section 5.00 Security Deposits.

If a party brings a legal challenge ("Challenging Party) regarding the property rights and/or the right to use the Service(s) at the original deceased account holder's property location that is now being occupied by the new responsible party/new Designated Account Holder, KCBPU may, but is not required to, provide interim Service(s) to the new Designated Account Holder at the location pending a lawful determination of the legal owner of the property and/or the party legally responsible for or entitled to the property. If the



Challenging Party provides proof of such lawful determination to KCBPU directly, then KCBPU shall require the new Designated Party to Final the existing account.

**9.00 EFFECTIVE DATE OF SERVICE**

**9.01**      ***Effective Date of Service:***      KCBPU's Charges will be assessed and bills rendered from the earlier of (i) the date the Service(s) are first requested to be available at the Service location; or (ii) the Service(s) are used by the Customer.

**10.00 CHARGES**

**10.01**      ***Charges:***      Charges for electric and water Services provided to a Customer at any point of delivery are established by resolution(s) adopted by the Board of Directors and include various fees and penalties. The Rate Application Manual is available on KCBPU's website.

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**

**11.01**      ***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 Services supplied do not correctly register due to a KCBPU network failure of any kind, a Force Majeure Event, or if KCBPU metering equipment is damaged, destroyed, or tampered with, an estimated bill may be rendered to the customer based on consumption during previous periods, but in the case where no previous consumption is available, other information may be used to determine the estimated bill, including but not limited to the consumption of a previous similarly situated customer, similar type of business, etc..

Failure to receive bill and/or notifications does not release the customer from the obligation to pay for Service(s) received.

KCBPU can back-bill for any Charges including but not limited to failure to sign for service or a stuck or non-operating meter for up to three (3) years as per Kansas Statute 60-512 (the "Back-Bill Period"). Except in cases of unauthorized usage or fraud, Customers will have the same amount of time as the applicable Back-Bill Period to pay for such charges via an approved payment arrangement plan.

**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 requirements:

- (i)      Customer must have received service continuously at their present address for 12 consecutive-billing periods; and,
- (ii)      Prior to enrollment in the EPP a customer must have a zero balance.
- (iii)      An account credit will not disqualify a customer from enrollment in EPP.

Initial monthly payments on the EPP will be determined by dividing customer's past 12 months billed amount by twelve.

The monthly amount payable may be adjusted by KCBPU, based on applicable rate changes, balance changes, and the Customer's recent consumption history.

The EPP will continue automatically unless terminated if

- (i) the Customer closes the account, in which case, KCBPU will render a final bill based on the actual unpaid balance; or,
- (ii) The Customer requests termination of the program, becomes eligible for involuntary disconnection, or has a payment returned (which was caused by Customer), in case of any of the foregoing, Customer's unpaid balance shall be due and payable with their next bill.

If a Customer's EPP is terminated by KCBPU, the Customer must pay the balance in full in order to be reinstated to the EPP.

**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:***

Payment must be received by KCBPU on or before the indicated Due Date to avoid a Late Payment Charge and potential disconnection of Service.

For reference, various payment options are listed below:

- (i) Authorized Payment Kiosk
- (ii) Bank Draft
- (iii) Online
- (iv) Phone/Automated Phone System
- (v) Drop Box at KCBPU (540 Minnesota Avenue)
- (vi) ACH (Automated Clearinghouse/Electronic Payments)
- (vii) Wire
- (viii) U.S. Mail

Note: All payments are cleared electronically including checks. Collection of payment at a Customer's location is not permitted.

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

Residential Customers who are at least 62 years of age or disabled, and at or below 150% of the Federal Poverty Guidelines, and have a KCBPU account in the applicant's name, may submit an application to request a waiver of the Late Payment Charge at the Customer's primary residence. Documented proof of income must be provided to KCBPU with an application. If an Applicant qualifies for the Unified Government Utility

and Sales Tax Rebate Program, an application does not need to be submitted pursuant to this section. Future Late Payment Charges will be waived if the application is approved. Customers will be notified if the application is approved or denied.

- 11.06**      **Payment Allocation:**      KCBPU allocates payments to the oldest charges first on a Customer's account. KCBPU will not allocate payments per a Customer's specific request.

**12.00 RETURNED ITEMS**

- 12.01**      **Returned Items:**      If a Customer payment is returned it may be converted to an Automated Clearing House (ACH) electronic transaction for re-presentation and collection.

The Customer may be charged the maximum established rate for a Returned Item pursuant to K.S.A. 60-2610.

Upon receipt of a Returned Item for any reason, KCBPU may disconnect a Customer's utility Services if the item is not redeemed or payment of the item and any applicable fee is not received. If Services are disconnected for a Returned Item, all past due Charges and the returned payment amount and applicable fees become due immediately. A Returned Item can be paid by cash, money order, credit/debit card, cashier's check, or wire payment only.

KCBPU may notify a Customer that future payments to KCBPU must be made by cash, money order, cashier's check, or wire payment only upon receipt of two returned checks or one returned credit or debit card payment.

**13.00 PAYMENT ARRANGEMENTS**

- 13.01**      **Payment Arrangements:**      In accordance with this section, a Customer may contact KCBPU to request and KCBPU may approve a payment arrangement. Payment arrangements are not available for: (i) Non-Residential Customers; (ii) Finaled or disconnected accounts; (iii) where diversion or fraud has occurred; (iv) if Service is currently scheduled for disconnection that day; or (v) a Returned Item.

To maintain an approved payment arrangement, Customers must keep their account current by paying any new utility charges billed plus the applicable payment arrangement amount due. . Late Payment Charges may be applied to all past due amounts.

Any past due amounts incurred during a Payment Arrangement will render the Payment Arrangement in default and all outstanding balances are due immediately.

If a payment arrangement is in default, a Customer's Services are eligible for disconnection without prior notification. A Customer is allowed up to three Terminated Payment Arrangements per calendar year.

**14.00 PAST DUE AND COLLECTION STATUS**

- 14.01**      **Past Due and Collection Status:**      An account that remains unpaid or is past due may be subject to the following actions:
- (i)      A Late Payment Charge
  - (ii)     The Customer's utility Service(s) may be disconnected.

(iii) A disconnect fee

(iv) Liens or Legal Action

**15.00 DISCONNECTION AND RESTORATION OF SERVICE**

**15.01 Disconnection of Service:** If the amount due as indicated on the bill is not paid on or before the Due Date, a Late Payment Charge may be added to the bill. A courtesy phone call or text message shall be attempted to the phone number on file to notify the Customer of a late payment. Non-payment in accordance with this Customer Service Policy can result in disconnection of Service(s).

If the bill remains unpaid following the Due Date and before the date for disconnection, a courtesy phone call or text message shall be attempted to the phone number on file to notify the Customer of a pending disconnection, except in instances of a technical difficulty beyond KCBPU's control. Failure to receive a phone call or text message does not release the Customer from pending disconnection. Payment must be made before the cutoff date noted on the bill to avoid disconnection. Any previous unpaid amount is eligible for disconnection at any time.

**15.02 Restoration of Service:** To restore disconnected Service, a Customer must pay all past due Charges, Late Payment Charges, reconnect fees, applicable penalties, plus the appropriate deposit if applicable.

KCBPU shall use commercially reasonable efforts to restore affected Service(s) within 24 hours of payment confirmed in KCBPU systems.

**16.00 COLD AND HOT WEATHER DISCONNECTION RULE**

**16.01 Cold and Hot Weather Disconnection Rule:** On any day when the National Weather service forecasts the temperature to be at or 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. KCBPU will check the weather forecasts daily between 8:00 AM and 9:00 AM.

On any day when the National Weather Service forecasts the temperature will be at or below 32 degrees Fahrenheit in the next 24 hours, KCBPU will not disconnect Residential electric Service for non-payment of bills. KCBPU will check the weather forecasts daily between 8:00 AM and 9:00 AM.

Water Service can be disconnected at any time.

**17.00 FLEXPAY PROGRAM**

**17.01 FlexPay Program:** Residential electric customers may qualify to receive Services under KCBPU's prepay service program called FlexPay.

The FlexPay Agreement can be found at:  
<https://www.bpu.com/forhome/billing/flexpay.aspx>

The following provisions apply to the FlexPay program:

- (i) Only customers with electric Advanced Metering Infrastructure (AMI) meters that can be remotely disconnected and reconnected are eligible for the FlexPay program. Water only accounts are not eligible to participate.
- (ii) Prior to being approved for the FlexPay program, the customer must agree to the Service Agreement.
- (iii) Customers flagged as Life Support customers are not eligible to participate.
- (iv) Customers on certain programs (including Kansas Home Loan, etc.) are not eligible to participate.
- (v) No deposit required.
- (vi) FlexPay Customers are not eligible for the Equalized Payment Program.
- (vii) Disconnection charges may apply.
- (viii) 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.
- (ix) KCBPU will make available a separate website and mobile application for all Customers in the FlexPay program.
- (x) 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%, unless a (1) Customer notifies KCBPU to that they will pay greater than 25%; (ii) relief agency paying on a Customer's behalf commits to paying a fixed amount; or (iii) final debt payment is being made.

Regarding the application of 25% to a Customer's debt recovery, by way of example only, if a Customer pays \$100.00 toward their FlexPay account, \$75.00 will be applied to their prepay balance with FlexPay, and \$25.00 will be applied to the prior balance owed to KCBPU (the arrearage before entering the FlexPay program).

- (xi) A Customer electing to return to postpaid service may have the same payment plan options as other Residential Customers after satisfying the conditions set forth in the FlexPay program. Conditions that may require a new or modified deposit are described in Section 5: Security Deposits.

For reference, various payment options are listed below:

- (i) Authorized Payment Kiosk
- (ii) Online
- (iii) Phone/Automated Phone System

**General Policies Applying to Customer Service  
Issuing Credit, Billing and Debt Collections for Electric and Water Service**

**PC-200-001**

(iv) Drop Box at KCBPU (540 Minnesota Avenue)

Note: All payments are cleared electronically including checks.

**REVISION HISTORY**

Prior Version # [Effective Date]	Owner [Author]		Approver	Board Approval Required <input checked="" type="checkbox"/> Yes
1.00 11-1-2022	Name	Johnetta Hinson	William Johnson	
	Title	Manager of Customer Service	General Manager	
Current Version # [Effective Date]	Owner [Author]		Approver	
1.01 11-20-2024	Name	Johnetta Hinson	William Johnson	
	Title	Executive Director of Customer Service	General Manager	
Description of Changes:	<p>Made verbiage and content changes to the following sections: 2.01, 2.02, 2.03, 3.01, 5.01, 5.02, 6.01, 6.02, 6.03, 6.04, 6.05, 7.01, 8.01, 8.02, 8.03, 11.01, 12.01, 12.02, 12.04, 13.00, 13.01, 14.01</p> <p>Deleted sections: 8.04, 10.00, 10.01</p> <p>Added Definitions Section 1.00</p> <p>Renumbered all sections following the addition of the Definitions Section.</p>			
Resolution Number	5304			
General Manager Signature/Date				



# Kansas City Board of Public Utilities Rules and Regulations

## Customer Service Adopted Fee and Deposit Schedule

| PC-200-002

### 1.00 CUSTOMER SERVICE ADOPTED FEE AND DEPOSIT SCHEDULE

<b>1.01</b>	1. Service Fees	
	a. Service Initiation Fee	\$75.00
	b. Disconnection Fee (Residential Postpaid)	
	• Electric Meter	\$10.00
	• Water Meter	\$35.00
	c. Disconnection Fee (Residential FlexPay)	
	• Electric Meter	\$0.00
	• Water Meter	\$35.00
	d. Disconnection Fee (Non-Residential 3-Phase)	\$150.00
	e. Late Payment Charge	5% of Outstanding Current Bill
<b>1.02</b>	2. Residential Homeowner / Renter Deposit (Postpaid)	
	a. No Credit Risk/No Credit History	\$0.00
	b. Limited Liability Risk	
	• Electric/Water	\$225.00
	• Water Only	\$75.00
	c. Substantial Liability Risk	
	• Electric/Water	\$375.00
	• Water Only	\$125.00
	d. Maximum Deposit	\$500.00
	3. Contractor Deposit (Postpaid)	\$250.00 up to the Maximum
	a. Maximum Deposit	\$500.00
	4. Residential Homeowner / Renter Deposit (FlexPay)	
	• Electric/Water	\$0.00
	5. Non-Residential Deposit (Postpaid)	\$250.00
	a. Electric/Water – Vacant Landlord Commercial Property	
	b. Electric/Water – Same type of business that occupied the Service location previously	2.5 x the highest bill of the previous occupant over the past 12 months
	c. Electric/Water – If the new Applicant is not the same type of business that occupied the Service location previously, which includes new construction at a location	2.5 x the highest bill of the same type of business of the new Applicant elsewhere in the community over the past 12 months

**2.00 REVISION HISTORY**

Prior Version # [Effective Date]	Owner [Author]		Approver	Board Approval Required <input checked="" type="checkbox"/> Yes
1.01	Name	Johnetta Hinson	William Johnson	
2-21-2020	Title	Manager of Customer Service	General Manager	
Current Version # [Effective Date]	Owner [Author]		Approver	
1.02	Name	Johnetta Hinson	William Johnson	
11-20-2024	Title	Exec. Dir. Customer Service	General Manager	
Description of Changes:	Added verbiage and content changes to sections: 1.01 and 1.02. Originally approved on 11-06-2024 with formatting changes and final approval on 11-20-2024			
Resolution Number	5306			
Signature/Date				