

SECTION II. GENERAL SERVICE – SPECIFIC RULES, REGULATIONS & RATES

TABLE OF CONTENTS

1. Customer Compliance with Rules	2
2. Application for Service	2
3. Contracts and Contract Refunds	3
A.Contracts	3
B. Contract Refunds: Refund provisions will be as follows:	4
Water Line Extension Cost Recovery:	5
C. Service Connections	7
D. Service Disconnections	8
E. Service Transfers and Changes	8
F. Service Interruptions	9
G. Emergencies.....	9
H. Customer Deposits and Releases.....	10
I. Bills	10
Ineligible Customers.....	11
Customer Responsibilities while participating.....	12
Basis for Calculating Budget Payment	12
Banks.....	14
J. Bad Debts	15
K. Cut-Off for Non-Payment and Subsequent Reconnections	15
L. Theft of Service.....	16
M. Measuring Service	16
N. Notification of Change in Occupancy.....	16
O. Automatic Transfer of Services to Landlord or Owner	16
P. Procedure for Revising Rules, Regulations and Rates	17
Q. Board’s Power to Amend Rules, Regulations and Rates.....	17
R. Public Records Request	17
Rules & Regulations Relating to Public Records	17
General	17
Open Records Comm. Fee Schedule - GIS & Database Prdt. & Services....	19
S. Public Hearings and Meetings.....	20
T. Rates and Changes	20
Non GIS Related -	20
U. Form #1 Bank Draft Authorization Form.....	24
U. Form #3 MASA.....	25
Application for Service - Customer Master Service Agreement (MASA)	25
CUSTOMER AND INFORMATION AND SIGNATURE	25

SECTION II. GENERAL SERVICE – SPECIFIC RULES, REGULATIONS & RATES

SECTION II – GENERAL SERVICE – SPECIFIC RULES, REGULATIONS & RATES

This section's Policies and Procedures generally cover the following:

Service Applications, Master Service Agreement and Changes, Deposits, Billing, Payments (including the consequences of late or non-payments), Interruptions, Public Hearings, Meetings and Records, the Board's Power to Amend, Customer's responsibilities and related general charges.

1. Customer Compliance with Rules

Each customer who has signed for service or who is taking the service shall comply with all the applicable policies contained throughout this document.

2. Application for Service

a. Applicable to Existing Plant Board Facilities

The Application for Service – Customer Master Service Agreement must be completed in person for: Water Service, Electric Service, Fire Hydrants, Security Lights, Sprinkler Systems, Street Lights and Cable Services when the Cable Customer is originally applying for service the first time or is making a deposit.

The Application for Service – Master Credit Agreement is contained on Page . All services at the time the Application/Agreement is executed and subsequent changes or new services are automatically covered by the Application/Agreement. In cases where no master Application/Agreement has been signed, the acceptance of the service offered requires the customer to abide by Plant Board Rules, Regulations and Rates as may be revised from time to time.

All applications for service that must be made in person are to be made at the Plant Board's Office Building located at 317 West Second Street between 7:45 a.m. and 4:30 p.m. Monday through Friday.

The applicant will be required to present personal ID documentation acceptable to the Plant Board including Social Security Number in cases where security deposits are required.

The applicant will be required to settle any bad debts payable to the Plant Board before any service will be connected.

The application process will not be considered complete until any deposit requirement discussed in Sub-section H has been met.

b. Where no Plant Board Facilities Exist:

Customers desiring services where no Plant Board facilities exist must contact the respective services' Engineering Department and follow the respective procedures for Service Extensions set forth elsewhere in this document. After service has been extended, the application process described in Sub-section B.1 will apply.

SECTION II. GENERAL SERVICE – SPECIFIC RULES, REGULATIONS & RATES

3. Contracts and Contract Refunds

A. Contracts

1. **Electric** – Extensions of electric service for residential subdivisions and industrial/commercial type subdivision developments will require a contract. (See contract refunds for refund provisions).
2. **Water** – In general, extensions of water service over 50' for residential subdivisions industrial/commercial areas and multifamily dwellings (MFD's) will require a contract. (See contract refunds for refund provisions).
3. **Cable** – In general, extensions of cable service exceeding \$600 for residential subdivisions, industrial/commercial areas and multifamily dwellings (MFD's) will require a contract. (See contract refunds for refund provisions).
4. In addition to the above, where the General Manager determines that special or unusual circumstances require that a contract be executed, a contract covering the special or unusual circumstances will be prepared for execution by the contractor(s) prior to the installation of services. Such contracts may or may not contain a refund provision depending upon the General Managers determination.
5. Where Contractors for subdivisions, Industrial/Commercial areas and multifamily dwellings (water only) are required to sign a contract and to deposit the estimated cost of construction for said developments; a final cost will be determined upon completion of the project. Any additional deposit will be paid by the contractor if necessary. The amount paid by the contractor, less any non-refundable amounts, will be refunded to the contractor over a period not to exceed ten (10) years, if applicable. The contractor will be required to sign a separate contract for each service (Electric, water, cable) containing at a minimum the following:
 - i. The contractors name and address
 - ii. A description of the development including the number of lots being developed.
 - iii. The total number of feet of line or pipe being installed.
 - iv. For multiple family buildings the number of such buildings and the number of units in each building must be recorded.
 - v. The amount of the estimated cost to be deposited by the contractor.
 - vi. A statement of any non-refundable costs included in the contractors costs.
 - vii. A contract provision describing the calculation of and method for refunding to the contractor the refundable portion of the contractor's cost.
 - viii. A drawing of the project.
6. A contract may be required for the extension of electric service to an individual industrial/commercial customer, referred to as an "Industrial Power Contract." This type of contract is customer specific and is not subject to refunds.

SECTION II. GENERAL SERVICE – SPECIFIC RULES, REGULATIONS & RATES

B. Contract Refunds: Refund provisions will be as follows:

1. For Electric Extensions to Residential Subdivisions and Industrial/Commercial Subdivision Type Developments:

It is the Policy of the Frankfort Plant Board to not provide refunds for electric extensions to Residential subdivisions and Industrial/Commercial subdivision type developments.

2. For Electric Extensions to Multi Family Dwellings:

Apartment complexes are treated as an extension to a single customer who receives a 1,000 foot extension and pays for the excess footage over 1,000-feet. The Board reserves the option to enter into a contract with an apartment complex for special situations.

3. For Water Extensions to Residential Subdivisions and Industrial/Commercial Areas:

It is the Policy of the Frankfort Plant Board to not provide refunds for water extensions to Residential subdivisions and Industrial/Commercial subdivision type developments.

4. For Water Extension to Multi Family Dwellings and Condominium Developments

It is the Policy of the Frankfort Plant Board to not provide refunds for water extensions to Multi Family subdivisions and Condominium type developments.

5. For Cable Extensions to Residential Subdivisions, Industrial/Commercial Areas and Multi Family Dwellings:

“For a period not to exceed 10 years, the Plant Board will refund to the Contractor(s) \$600 multiplied by the average services per customer for each Certificate of Occupancy or the customer equivalent as defined by the Plant Board for Multi Family Dwellings. The formula for determining the average services per customer will be updated annually by Staff and is the sum of the budgeted services for (basic cable, digital cable, cable modem, and telephone) divided by the number of customers served. The average services per customer calculated at the time an extension contract is executed will remain fixed for all rebates made under the contract. A Certificate of Occupancy will be equivalent to one potential customer except for Multi Family Dwellings. In this case, a Certificate of Occupancy will be adjusted to reflect the number of potential customers covered by the Certificate of Occupancy (e.g. 8 units covered by one Certificate of Occupancy equals 8 customers). The total amount of the refundable portion of the contract to be refunded to the contractor(s) will be determined by multiplying the \$600 by the number of customers. Where this amount is less than the refundable amount deposited by the contractor(s) the difference will not be refunded and will be retained by the Plant Board. In order to

SECTION II. GENERAL SERVICE – SPECIFIC RULES, REGULATIONS & RATES

receive a refund, it is the sole responsibility of the Contractor(s) to obtain and present to the Plant Board a valid Certificate of Occupancy. The Plant Board is under no obligation to seek such certificates in order to provide refunds to Contractor(s). The Certificate of Occupancy must show the lot number and street address of the subdivision lot within the development for which the refund is being requested. Only one Certificate of Occupancy per lot will be accepted. The Certificate of Occupancy must be received by the Plant Board no later than the fifteenth (15) day of each month. The related refund will be paid within forty-five (45) days of that time. Certificates received after the due date will be applicable to the next refund period. In no event will the amount refunded in total exceed the refundable portion of the contractor(s) deposit. No interest shall be paid on any such deposit. Any refundable amount remaining un-refunded after 10 years shall be retained by the Plant Board.”

6. **Special or unusual circumstances** may require elimination or modification of the above refund provisions. The General Manager will determine when such circumstances exist and what any refund provision will be incorporated in the contract. Such determinations may be appealed to the Plant Board’s Board of Directors.

The Developer may not assign its rights or delegate its duties hereunder without the prior written consent, which consent shall not be unreasonably withheld, of Frankfort Plant Board.

Frankfort Plant Board shall have no obligation to pay refunds to any purported assignee unless and until Frankfort Plant Board provides its consent and receives a properly executed assignment. Executed assignments must be sent via certified mail to:

Frankfort Plant Board
Attn: Staff Attorney
317 West Second St.
P.O. Box 308
Frankfort, KY 40602

After FPB Staff review, the assignment will be placed on the agenda for the Board’s review at a regularly scheduled meeting.

Developer must provide the name, address and contact information for any bank or other source of project financing. Refund checks may be made payable to both Developer and bank (or other source of financing).

Water Line Extension Cost Recovery:

- (A) Upon application and payment of the required application fee by any party to Frankfort Plant Board to extend water lines to undeveloped areas, the Water Department shall as soon as practicable undertake a review of the area to be served by the proposed extension. The information developed will be used in reviewing the application for cost recovery. The cost of such review shall be paid for in advance by the applicant. Only

SECTION II. GENERAL SERVICE – SPECIFIC RULES, REGULATIONS & RATES

the portion of the water extension or upgrades to the system which will provide service to areas outside the property owned by the applicant will be eligible for cost recovery.

- (1) After determining the total amount of water capacity available in the extension, and upgrades, if any, that are the subject of the application, the utility shall determine the projected percentage of capacity to be allocated to the applicant.
 - (2) The design and construction of the project shall have been approved by the Water Department.
- (B) The initial applicant shall be permitted to receive from the subsequent developers in obtaining water service through said project each of their pro rata share of the cost of said project based upon the subsequent developer's relative percentages of projected water demand into said project.
- (C) At such time as any subsequent developer, who has been identified as being in the service area of any project makes application for a permit to connect to said project, the Assistant General Manager of Operations shall advise said applicant of his or her pro rata share of the cost of the project to which he seeks to connect plus any utility administrative charges.
- (1) The pro-rata share of the cost of the project shall be paid by the subsequent developer directly to the Frankfort Plant Board Water Department no later than 30 days after the subsequent developer executes a contract with the utility for the water line extension.
 - (2) The utility shall promptly reimburse the initial applicant or his or her successor, the cost recovery amount less its share of any city administrative charges.
 - (3) The Utility Water Department Cost Recovery administrative fee shall be divided equally between the constructing party and the subsequent developer.
 - (4) The Cost Recovery administrative fee to be paid for each cost recovery application is as follows:
 - (a) \$100.00 for subsequent developments of ten residences or less, or containing structures with potable water flow less than or equal to the flow from ten residences.
 - (b) \$250.00 for subsequent developments of 50 residences or less, or containing structures with potable water flow less than or equal to the flow from 50 residences.
 - (c) \$500.00 for subsequent developments exceeding 50 residences, or containing structures with potable water flow greater than the flow from 50 residences.
- (D)(1) Should the Water Department require an applicant choosing not to participate in the cost recovery program to oversize the proposed water line extension capacity above the

SECTION II. GENERAL SERVICE – SPECIFIC RULES, REGULATIONS & RATES

standard otherwise required by law or regulation, the city shall bear the differential cost of the oversized pipe, exclusive of any other associated costs, over the cost of such materials if oversizing were not so required. The utility shall receive from developers or property owners subsequently obtaining water service through the project its pro rata share of the cost of said project.

(2) Should the utility construct a water line extension or upgrade to its water system (hereinafter "utility project"), the utility may recover from developers or property owners subsequently obtaining water service through said utility project the developer's or property owner's pro rata share of the cost of said city project.

(E) The term of cost recovery shall be for the shortest practicable time, but in no event shall recovery be allowed after ten years from the date of the completion of construction by the utility.

(1) Any amount to be paid under this subchapter shall be in addition to the connection fee or other applicable fee(s) to be paid to the utility. In no event shall the refund received by the initial applicant exceed the cost of the project.

(2) In no event will a developer/or property owner be entitled to participate in or claim an interest in the cost recovery program for water facilities transferred to the utility prior to the effective date of this subchapter.

APPLICATION FEE:

(A) The purpose of this section is to set the amount of the fee to be paid to the Frankfort Plant Board when submitting an application to participate in the Water Capital Recovery Program. The fee will pay for the cost of the processing and review of the application.

(B) Parties extending potable water mains to undeveloped areas to be served by the utility and desiring to participate in the Water Capital Recovery Program shall pay a fee in the amount of \$150.00 when submitting an application to participate in the program.

As of the date this policy is adopted by the Board of the Electric and Water Plant Board of the City of Frankfort, KY, it supersedes and replaces all other previously adopted or published policies and is applicable until superseded, cancelled, or replaced. This new policy is effective as of 9/22/11.

C. Service Connections

The Customer Service Representative will prepare a Service Order to initiate installation or connection of the desired service(s). A customer's typical service request will be responded to within one to two working days of the customer's application for the service. However, in certain circumstances specified below, the connection will not be made until the results of inspections or tests are completed.

SECTION II. GENERAL SERVICE – SPECIFIC RULES, REGULATIONS & RATES

i. Inspections – Service orders for electric service at a new dwelling will be held until the City or County electrical inspectors have approved the new electric facilities. Service will be connected typically by the next working day following receipt of an approved inspection.

ii. An electric inspection or water bacteria test will be necessary before service is connected where electric or water service has been requested for a dwelling or structure which has been unoccupied or facilities not used for an extended period of time.

iii. Electric – Dwellings or structures generally unoccupied or not in use for thirty days must be inspected before service is connected.

iv. Water – Dwellings or structures generally unoccupied or not in use for one month must have a Plant Board water bacteria test before service is connected. The sample test will generally take three days after the service application for the test results to be known and service connected. Typically, services will be connected the day following receipt of an acceptable test result.

D. Service Disconnections

Customers may request by phone, in person, or in writing that service(s) be disconnected. The customer must provide his/her account number which can be verified by the customer service staff before the disconnections is authorized. The customer must give notice for a service disconnection 24 hours prior to the effective date such disconnects are requested. Disconnects associated with emergencies or safety issues will be given immediate priority. Only Plant Board personnel are authorized to disconnect services. Any unauthorized disconnections by the customer or customer representative resulting in damage or injury to Plant Board facilities or customer's property or well being will be the sole responsibility of the customer.

E. Service Transfers and Changes

Customers may periodically request that service(s) be transferred to a new location or that the service at the existing location be changed.

i. Service Transfers – Routine requests to transfer service to new location will be treated and processed in the same manner as a new application for service.

ii. Service Changes – Customers may need to have Plant Board facilities modified to meet their changing service demands and needs. In such cases, the customer must contact the respective Engineering Department(s) to determine the feasibility, cost, and time frame required to modify Plant Board facilities to accommodate the customer's service change. The customer will be responsible for paying in advance the cost of modifications either: described and billed by a specific work in the case of water meter size changes involving 1" meters or less, the standard charge established for such a charge, or, the charges associated with cable facility modifications will generally be included on future service billings. Upon receipt of payment the work will be scheduled in accordance with the understanding provided by the Engineering Department representative.

SECTION II. GENERAL SERVICE – SPECIFIC RULES, REGULATIONS & RATES

F. Service Interruptions

Infrequently, a customer's service will be interrupted due to circumstances beyond the Plant Board's control or as a convenience to the customer.

1. Due to Circumstances beyond Plant Board Control – The Plant Board will make every attempt to provide safe, reliable and continuous services to its customers. However it will not be liable for any damages including lost revenue or inconvenience caused by reason of any break, leak, defect or any interruption to service beyond its reasonable control. Since electric and water service is billed based upon units used, the interruption of these services will not result in a billing adjustment. In the case of cable service, any interruption longer than 24 hours will be credited to the customer. Any interruption of service by customers having Dark Fiber Connectivity, the billing amount will be reduced on a pro-rate basis for any interruption exceeding two hours.

The typical service restoration policy used during a major outage shall include, but not be limited to the following¹:

a. Hospitals
b. Water Treatment Pumping & Distribution Facilities
c. Sewage Treatment & Collection Facilities
d. Flood Control Facilities, if required
e. Nursing Homes
f. Customers on Life Support ²
g. Fire, Police, 911 Centers
h. Communications Facilities (radio, cellular, etc.)
i. Phone, FEWPB Headend, Repeaters
j. Large Industrial/Governmental Customers
k. Main Feeder Circuits and Transformers
l. Other Circuits and Services

2. For Customer's Convenience – A customer may request that service(s) be interrupted to enable modifications to their facilities. The scheduling arrangements for such interruptions will be made by the customer with the respective Engineering Department and the applicable charges or cost covered in the respective Rates, Charges Section are payable by the customer.

G. Emergencies

Periodically, customers will notify the Plant Board during or after normal working hours of service problems which are caused by either the Plant Board's facilities or the customer's facilities. Such calls are given higher response priorities and may be addressed in detail under Electric, Water and Cable TV sections. Emergency telephone number for Electric and Water is

¹ Customers with an operating back-up power system and adequate fuel supply may be prioritized on a case by case basis.

² Customers with critical care patients are defined as those patients listed on our medic alert program on file in our Dispatch Centers.

SECTION II. GENERAL SERVICE – SPECIFIC RULES, REGULATIONS & RATES

(502) 352-4501. The emergency number for Cable TV in Frankfort/Franklin County is (502) 352-4505 and outside local area, call toll free 1-800-302-2253.

1. Routine – Customers experiencing service problems except in extenuating circumstances will be responded to the same day the trouble call is received and generally within four (4) hours.

2. Problems with Customer Facilities – If the service call is made and the problem was with the customer's facilities only, the customer will be responsible for the charges or cost provided for in the applicable Rates and Charges Section of this document.

H. Customer Deposits and Releases

This subsection provides an overview of the service deposits required and release procedure. The specific deposits are set forth elsewhere in the individual sections applicable to the specific service under the Rates and Charges subsection. Property owners are not required to make a deposit, whereas, tenants and non-residential customers typically are. Residential customers who are tenants may avoid a deposit if the service is co-signed by a property owner who is a Plant Board customer having the same service(s) the customer is applying for. Non-residential customers may furnish a security bond in-lieu-of-a cash deposit. For purposes of customer electronics (used for communication or cable TV purposes and located at the customer's service location) the credit history standards described in the Rates and Service subsection of Section V will be used to determine the amount of deposit (if any) is required.

The release or waiver of any deposits in all circumstances except when the customer is discontinuing service requires specific Board approval. The customer must specifically request the Waiver or Release in writing. In cases where the customer has discontinued service any deposit balance will be either applied toward the final bill and/or refunded to the customer.

I. Bills

This subsection describes the billing cycle, budget billing plan, second notices, payments including by mail, walk-in, at the depository, bank drafts and banks. Also, covered are delinquent bills, late charges, bad checks, payment arrangements and adjustments to bills. The failure to receive a bill in the mail does not relieve the customer of his/her obligation to pay or to pay on time.

i. Billing Cycle(s) – Plant Board bills will be mailed by or before the first of each month. Payment must be received by the Plant Board by the 15th of the month. Payments not received by the 15th of the month shall be subject to a 5% late charge. The Board may adopt "cycle billing" whereby the customer's bill will be sent out and payment due as specified on the cycle bill or by the cycle period.

ii. Budget Billing – Budget Payments are available to residential customers only. Customers may enroll in the Budget Plan during the Open Enrollment Period (February 1st – February 25th each year). The budget payment is calculated in February. The monthly budget payment calculation is based on the prior consumption and payment history. A

SECTION II. GENERAL SERVICE – SPECIFIC RULES, REGULATIONS & RATES

recalculation of all budgets may occur as a result of rate changes, additional charges applicable to all customers, and weather conditions.

The budget must be paid in full (no partial payments) by the designated due date. Failure to make the payment will subject the customer to late charges and discontinuance of service (CUTOFF) based upon the actual amount due. The customer will automatically be removed from the budget plan but may reapply the next enrollment period. A small difference in the amount paid is allowed based upon an error writing the check but repeated occurrences will result in budget plan ineligibility.

Cable/Broadband & Telecommunications charges are not included in the calculation but paid in full each billing period. A change in any of the above services may not require a recalculation of the budget for other services, but, it will change the total payment for at least two months.

In order to participate in the plan, a customer must have lived at the present location for 12 months. A customer currently on the plan may request continuation of the plan for a new service location based upon the consumption history of the prior occupant. The new service location must have a minimum 12 month consumption history. A new home does not qualify for the budget plan until the minimum 12 month consumption history is recorded. A customer may sign-up for the budget plan between February 1st and February 25th of each year. The budget payment will become effective on the bill due-and-payable in March. The current budget plan will be recalculated in February and effective for the bill due and payable on March 15th. A review by the Plant Board staff may generate an individual recalculation during any billing period. All charges due must be paid in full on this monthly due date in order to continue participation in the budget for the upcoming year. Should a customer have a credit balance at this time, the credit amount will be applied to the upcoming year's budget.

There will be no interest charged to the customer or paid by the Plant Board for the difference of the actual balance and the budget balance. Late charges apply to administrative fees for non-payment by the due date.

INELIGIBLE CUSTOMERS

1. Have not resided at the location for 12 months.
2. Does not agree with the payment amount calculated on the same basis for all customers.
3. Have not paid late more than twice during the preceding 12 month period. If more than twice, the customer can be added to the Budget Plan provided the customer agrees to pay by bank draft.
4. Have not paid the budget amount due by the due date or paid with any check/draft which has been returned because of insufficient funds. The customer may reapply the following February.
5. Have discontinued service for this location. (The actual amount due is payable for the final bill)
6. Will not sign the budget plan agreement.
7. Non-residential type customer/rate.

SECTION II. GENERAL SERVICE – SPECIFIC RULES, REGULATIONS & RATES

CUSTOMER RESPONSIBILITIES WHILE PARTICIPATING

1. No partial payments
2. The exact budget payment amount must be paid in full by the due date.
3. If there are any questions concerning the bill, the customer must contact FPB Customer Service by the 10th of the month. The field labeled “Current Bill” is the actual amount of the bill. The field labeled “Balance Forward” is the actual balance before this billing.
4. Upon receiving the bill, the customer should review the “PAY THIS AMOUNT” field to become aware of any change to the amount. The word “BUDGET” should be printed on the bill. If “BUDGET” is not printed on the bill, the customer is not yet on the Budget plan.
5. Should the customer choose to discontinue the plan, the customer is immediately liable for the actual amount due. If the customer is discontinued from the plan by Plant Board because of non-payment, the customer is subject to late charges, cutoff, and reconnect fees.
6. If the customer disconnects service, the final bill is the actual amount due.
7. The budget will be recalculated for the bill due in March with February being the reconciliation/settlement month for any changes due or credits to be applied over the next 12 months.

BASIS FOR CALCULATING BUDGET PAYMENT

The following is a general description of the calculation process for budget payments.

1. Based upon the average consumption for 24 months of each service. ZERO consumption is discarded. Any unusual consumption 4 times greater than the average is discarded. Any unusual consumption $\frac{1}{4}$ of the average is discarded.
 2. For electric services, a 12 month average FUEL ADJUSTMENT is used.
 3. The current rates are applied.
 4. The current tax rates are applied.
 5. The ending balance is divided by 12 in order to provide consistent payment amounts.
 6. The current Cable/Broadband & Telecommunication charges are added to the total budget payment.
 7. Based upon the individual history, a recommendation for an adjusted budget is made.
- iii. Second Notices – Any customer whose bill remains unpaid after the 15th of the month or in case of cycle billing, the due date shown on the cycle bill will be sent a second notice which will state the date after which service will be disconnected if payment is not received (generally 11 days after payment is due).

SECTION II. GENERAL SERVICE – SPECIFIC RULES, REGULATIONS & RATES

Payments – Payment may be made by mail, in the downtown office, in the downtown office depository, by bank draft, participating local banks and electronic commerce when available. Only payments by bank draft, at banks, and by electronic commerce need further elaboration.

(a) Bank Drafts – A customer desiring to pay their bill by bank draft will follow the procedure described below:

1. Completion of the “Bank Draft Authorization Form”

The authorization form must be completed by the Customer and witnessed. (See section II U, on page 34 for form).

2. Authorization Form and Deposit Slip

The customer must attach to the Plant Board’s authorization form a blank copy of their personal checking account deposit slip.

3. Occurrence of First Draft

The exact date may vary as to when the first bank draft will take effect. The utility bill will show “Bank Will” when the bank draft will pay the bill. If the bill does not show “Bank Will” the customer is expected to make normal payment arrangements.

4. Charge Made to Bank Account

The customer’s account will normally be charged 2 days after the due date. If the due date falls on a weekend the bank will charge the customer’s account on the 2nd working day following the due date.

5. Adjustments

As always, the customer will receive his/her utility bill around the first of the month. No action by the customer is required unless the need for an adjustment is found. Any needed correction must be brought to the attention of a Customer Service Representative prior to the 10th of the month in order for the amount to be charged.

6. Insufficient Funds

Any bank draft returned for insufficient funds, etc. shall be subject to a charge of \$25.00. Customers with three or more occurrences will be discontinued from the bank draft procedure. As with our current check policy, the customer will be notified that they must pay in cash or money order. Drafts returned for non-payment will be subject to late charges. Errors by the Frankfort Electric and Water Plant Board staff or an acceptable statement from the bank for the reason the draft was returned will be adjusted.

7. Bank Charges

SECTION II. GENERAL SERVICE – SPECIFIC RULES, REGULATIONS & RATES

In all cases, the customer will be responsible for any handling charge assessed by the bank related to that bank's return check policy.

8. Second Notices

If the customer receives a Second Notice the draft was not processed. The customer should contact a Customer Service Representative immediately.

Banks – The customer may directly pay his/her bill at a participating bank

Electronic Commerce – (Available for future use)

Delinquent Bills – Bills not paid by the 15th of the month or as shown on the bill (for cycle billing) will become delinquent and subject to late charges.

Late Charges – Payments not received by the billing due date shall be subject to a 5% late charge.

Second Notices – A second notice or bill will generally be send within three days from the date the original bill became delinquent. The Second Notice will include the original bill's balance plus a 5% late charge fee. The Second Notice will specify when payment is due (generally by the 26th of the month). If payment is not received by the due date the customer's service may be disconnected for non-payment at any time thereafter without further notice.

Bad Checks – Any customer's check that is returned due to insufficient funds will be assessed a \$25 charge. The returned check charge and bill must be paid in cash or by certified check. Following the third returned check (in any 12 month period) all payments by the customer must be in cash or certified check for a period of one year. Furthermore, the customer's service may be disconnected for any bad checks. The customer will be advised of our policy at the time any service is disconnected because a check is returned. If the customer tenders a bad check for reconnection (associated with a non-payment disconnect) the service will be disconnected immediately without notice and cash or certified check will be required to restore service.

Payment Arrangements – Customers not able to pay their bill may qualify for a payment arrangement. If the customer qualifies for a payment arrangement they are limited to one payment arrangement per year with a twelve month lapse after the last installment payment was made before the customer can qualify again. The exception to this requirement is for agencies such as ROSM, Salvation Army and Bluegrass Community Action which have committed in writing to provide assistance in fulfilling the arrangement.

The Customer Service Representative will exercise reasonable judgment in evaluating customers' individual needs for payment arrangement. Where possible, written confirmation verifying the situation should be required.

A typical payment arrangement will require full settlement of the bill within 60 days from the date it is due. The payment arrangement will terminate immediately when a scheduled payment set-up by the arrangement is missed by the customer.

Exceptions to the typical payment arrangement may arise due to extra-ordinary circumstances such as large water leaks; however, these exceptions and the arrangement have to be authorized by the Customer Service Supervisor and the General Manager or Business Manager in writing.

SECTION II. GENERAL SERVICE – SPECIFIC RULES, REGULATIONS & RATES

Partial Payments – A customer who makes a partial payment cannot specify which services the payment applies to instead all partial payments will be automatically and equitable prorated between all the services for which the customer was billed. Thereby leaving a balance due for all the services included on the billing.

- iv. Adjustments – Various circumstances will dictate the need for an adjustment to the bill. Adjustments will typically be reflected as an increase or reduction on the next billing. In certain cases the adjustments may be made sooner.
- v. Water Leaks – In those instances where excessive usage of water results from a leak in a customer's water line, and such leak is underground and concealed, and difficult for the customer to have had knowledge of, the Plant Board may bear the expense of one-half of the estimated cost of the excessive usage upon the presentation of evidence of the detection and repair of the leak. Any exceptions must be considered and approved by a majority of the Water Leak Committee Members.

J. Bad Debts

Generally, a customer who has a bill which is delinquent for 90 days will be sent a letter from the Board Attorney requiring settlement of the debt. Generally, within 10 days from the Board Attorney's letter the debt will be written off and turned over to a collection agency. If the customer reapplies for any service and the bad debt is not settled, his/her application for service will be rejected until the bad debt is settled.

K. Cut-Off for Non-Payment and Subsequent Reconnections

Typically, a customer's service is subject to cut-off if payment has not been received by the due date shown on the Second Notice (typically, the 26th of the month for which the bill was originally due and payable). Except in unusual circumstances, no cut-offs of electric or water service will occur on Fridays or during weather conditions where the forecasted temperature will be 32° or below or 93° and above with high humidity for the day of the cut-off or the day following the cut-off. However, weather conditions will not prevent these Electric and/or Water customers from having their Cable and other services disconnected for non-payment.

Before the services can be reconnected the customer must pay the delinquent bill's balance and a reconnection fee. In the case of Cable and other non-measured services, any customer's services reconnected within 7 days of the disconnect for non-payment will not receive a prorate credit for days service was off until reconnected but in no case will this exceed 7 days. Typically, customers must settle-up by coming into the downtown office. However, some customers may require reconnection after hours. In such case the Plant Board employee responding to the call may collect the reconnection fee and delinquent bills balance before service is reconnected. The employee will complete the "reconnection" receipt (contained in Section II U. Form #2 on page 35) which documents the customer's payment of the past due balance and reconnection charge.

SECTION II. GENERAL SERVICE – SPECIFIC RULES, REGULATIONS & RATES

The amount of reconnection fee depends on whether the reconnection occurred during or after normal working hours and type of service involved. Unless specified in the particular services Rate and Charge Section elsewhere, the reconnection fee is \$50 to reconnect the service the same day it was cut-off or \$25 to work in the reconnection sometime after the cut-off day.

L. Theft of Service

The customer who has signed for and/or is receiving the service is deemed responsible for any tampering with the service or facilities. Tampering is considered anything which reduces or eliminates the payment due the Plant Board or any evidence of unauthorized action involving Plant Board facilities including meters. The customer's liability remains the same even though the customer's electrician, plumber, or worker was involved without prior authorization by the Plant Board.

Water service which has been cut-off for non-payment and turned back on by non Plant Board personnel more than one time after it was cut-off will be removed and the customer is responsible for the entire cost of reinstalling the service. Similarly, if electric service is reconnected by the customer more than one time after the service was cut-off originally for non-payment will be disconnected at the pole. The entire cost of reinstalling the service will be the responsibility of the owner or customer.

The Plant Board will initiate legal action for theft of service and recoup the estimated cost of the service theft and administrative cost and/or proceed with prosecuting to the maximum imprisonment and fines allowed by the law.

M. Measuring Service

Electric and Water Services will generally be measured by metering devices in accordance with the specific provisions described in the Electric and Water Service Sections (Sections III & IV respectively). Depending on weather conditions and other extenuating circumstances, the service usage will be estimated but adjusted to actual measured service based on a subsequent physical reading of the meter.

Basic and Premium Cable TV Services and Dark Fiber Connectivity will not be measured but based on a flat rate for the service availability. Lease Channel Services will be offered based on the number of spots, time and/or type programming leased by programmer.

N. Notification of Change in Occupancy

It is the responsibility of the person who signed for service to notify the Plant Board of any change in the occupancy at the service location. Otherwise, liability for any past due bills by the new occupant (who has not signed for the service) could, in part or in total, be the responsibility of the former occupant.

O. Automatic Transfer of Services to Landlord or Owner

SECTION II. GENERAL SERVICE – SPECIFIC RULES, REGULATIONS & RATES

The Plant Board will automatically transfer services from a departing tenant to the Landlord/Owner without services being disconnected provide the Landlord/Owner authorizes this option on the service location/application record.

P. Procedure for Revising Rules, Regulations and Rates

The Board may establish or revise its Rules, Regulations and Rates after (1) approving Notice of a Public Hearing, (2) conducting a Public Hearing and (3) acting on proposed changes after considering Public Comments.

Public Notice – The public notice will be approved at the regularly scheduled monthly board meeting prior to the month in which the meeting is held and announced by the newspaper(s), local radio stations, and community TV bulletin boards at least three weeks prior to the hearing. The notice will describe the proposed changes and in the case of a rate change, the existing rate and the proposed rate.

Public Hearing – The public hearing will be conducted by a member of the Board, Board Attorney or a designee of the Board.

Both written and oral comments will be accepted at the public hearing. Anyone wishing to provide comments will sign a log and be allowed ten minutes for comments. Staff will present the proposed changes before the Hearing is open for public comment. The commentator cannot ask questions of the Board or Staff unless specifically allowed by the Hearing's moderator.

The Board will act on proposed changes at a subsequent Board Meeting. At that time, the public comments will be summarized and Staff's response to each comment included in the Board Package.

Q. Board's Power to Amend Rules, Regulations and Rates

The Board has the power to establish and revise Rules, Regulations and Rates as it deems appropriate following the procedures/process set forth in item P above.

R. Public Records Request

RULE AND REGULATIONS RELATING TO PUBLIC RECORDS

In order to comply with the Open Records Statute contained in Chapter 61 of the Kentucky Revised Statutes, the following Rules and Regulations shall be followed:

General

(a) Procedures

- (1) Persons requesting to inspect public records in the possession or retained by Plant Board, and not exempt from inspection by law, shall file a written application describing the records requested to be inspected, with the official custodian of the records of the Plant Board.

SECTION II. GENERAL SERVICE – SPECIFIC RULES, REGULATIONS & RATES

Plant Board employees shall assist, on request of the applicant, in completing the application. The applicant shall sign and legibly print their name on the application form.

- (2) Applications for request to inspect public records shall be hand delivered, mailed or sent via facsimile to one of the following addresses depending on the type of records being requested:

Geographic Information Systems	Related Data or Information for Other Requests
Amy Dearing	Hance Price
FEWPB	FEWPB
220 Steele St. P. O. Box 308	317 West Second St, P. O. Box 308
Frankfort, KY 40602	Frankfort, KY 40602
Phone: 502-352-4323	Phone: 562-352-4541
Fax: 502-226-6708	Fax: 502-223-3887

- (3) The Official Custodian of Records requested for public inspection shall promptly determine the availability of such records for inspection; if it is determined that the records are not available for inspection, the applicant, if present, will be orally advised, subject to written confirmation, or notified in writing, not later than three (3) working days after the date of receipt of the written applicant for inspection of the records, of the reason or reasons why the records are not available for inspection. If the record sought is in active use, in storage or not otherwise available, the applicant will be advised of the reason for the delay in providing access to the record and of the earliest practicable date, time and place that the record will be available for inspection. If an application for inspection of a record is denied because it is of a kind, or contains materials exempted by KRS Chapter 61, the Official Custodian shall advise the applicant in writing of the reason for denial, in whole or in part and shall include a statement of the specific exception contained in KRS 61.878, authorizing denial of the application and an explanation of how the exception applies to the record withheld. If any person who has been denied the right to inspect any public records of Plant Board requests the Attorney General to review the denial of their application, the Plant Board shall furnish such additional documentation concerning the circumstances of the denial of inspection of the records and a copy of the records, as the Attorney General may request. If any person denied the right to inspect the records elects to file suit against Plant Board to compel inspection of the records denied, the Plant Board shall immediately advise the Attorney General of the action and forward to the Attorney General on the day served, a copy of the Summons in the Action.

SECTION II. GENERAL SERVICE – SPECIFIC RULES, REGULATIONS & RATES

(b) Copying

(1) Upon inspection, during normal business hours (7:45 a.m. – 4:30 p.m.) Monday through Friday, the Applicant shall have the right to make abstracts of the public records and memorandum thereof, and to obtain copies of all public records not exempted by terms of KRS 61.878. Copies of public records may be made provided such copying will not damage or alter the public record.

(2) No person shall remove the originals of public records from the offices of Plant Board.

(3) Copies of all public records may be made at the Office of Plant Board by utilizing whatever reproduction equipment Plant Board may have available within its office.

(4) In order to protect the privacy of Plant Board customers, the Plant Board will notify each customer by mail of any request concerning the customer's name, address, or telephone number. The cost of such written notification shall be in compliance with Plant Board's Open Records Product and Services Fee Schedule.

(5) Charges for copying public records shall be based on their subsequent use for a commercial or non-commercial purpose, as defined in KRS 61.870, and shall comply with Plant Board's Open Records Product and Services Fee Schedule, latest revision.

Amendments

The Board may amend, modify or promulgate other Rules and Regulation not in conflict with the provisions of KRS Chapter 61 relating to public records.

(c) Posting of Rules

The Official Custodian shall post, in a conspicuous location accessible to the public, a copy of these Rules and Regulations and synopsis of said Rules and Regulations in the form of a post or sign.

Open Records Commercial Fee Schedule for GIS and Database Product and Services

As authorized and adopted by the Board, the following prices are applicable to Open Records Requests made to Plant Board and are subject to change by Board action. All fees are due and payable at the time of the records request. (See Section II. T2)

3. Open Records Non-Commercial Fee Schedule for GIS, Database Product and Services and Other Open Records Requests

SECTION II. GENERAL SERVICE – SPECIFIC RULES, REGULATIONS & RATES

As authorized and accepted by the Board, the following prices are applicable to Open Records Requests made to the Plant Board and are subject to change by Board action. All fees are due and payable at the time of the records request. (See Section II T3)

S. Public Hearings and Meetings

The Board may conduct Public Hearings for reasons other than those provided in Section II P. The same general process described in Section II. P above applies.

The Board's Regular Monthly Board Meetings will be held on the 3rd Tuesday of each month at 5:00 p.m. at Frankfort Plant Board's Clubhouse located at 98 Tanglewood Drive except for months where the Regular Meeting falls prior to the 10th of the month in which case the meeting will be held on the 3rd Tuesday of the month. The Board has the discretion to change the Regular Board Meeting dates, times and places.

Public Notice of the Board Meetings will be given at least three weeks in advance of the meeting. Proposed Agenda will accompany the Notice.

Emergency Closed Door Meetings – The Board may authorize the Chairman to call an Emergency Closed Door Session in accordance with KRS 61.815 prior to the next Regularly Scheduled Board Meeting in the event it's necessary to discuss pending litigation.

Special Board Meetings – The Chairman may call a Special Board Meeting which will adhere to the same advanced public notice requirements above.

T. Rates and Changes

(1) Open Records Request Fees

NON GIS Related -

a.	Per 8 ½ x 11 Copy	\$.10
b.	Per 8 ½ x 14 Copy	\$.10
c.	Per 11 x 17 Copy	\$.25
d.	Per 24 x 36 Copy	\$2.00

(2) Open Records Commercial Fee Schedule for GIS and Data Base Product and Services.

(a) Standard GIS Planimetric/Topographic Map Sheets 24" x 36" sheet in hardcopy form containing all map layers (excluding utility layers), price per map sheet, for requests of 1-5 maps per calendar year:

	2000' x 3000' 1" = 100'	4000' x 6000' 1" = 200'
Color plot copy/contours	\$172.00	\$186.00
Raster Plot	\$216.00	\$230.00
Additional blackline copy	\$ 18.00	\$ 18.00

SECTION II. GENERAL SERVICE – SPECIFIC RULES, REGULATIONS & RATES

(b) Standard GIS Planimetric/Topographic Map Sheets 24" x 36" sheet in hardcopy form containing all map layers (excluding utility layers); price per map sheet, for requests greater than five (5) maps per calendar year.

	2000' x 3000' 1" = 100'	4000' x 6000' 1" = 200'
Color plot copy/contours	\$762.00	\$831.00
Raster Plot	\$914.00	\$983.00
Additional blackline copy	\$ 18.00	\$ 18.00

(c) Custom plots; fee charged will be the sum of the fees below plus fees from Item 6. Land area fee (price per acre of geographic data), not to exceed 685 acres at 1" = 100' scale or 2,755 acres at 1" = 200' scale per year. Costs for requests exceeding the allowable acreage will be based on those listed in item (b).

		Paper Copies
Planimetric/Topographic Data	(1"= 100')	\$1.25
Raster Data		\$1.57
Planimetric/Topographic Data	(1"=200')	\$0.34
Raster Data		\$0.42

(d) Planimetric and Topographic Data in digital form, fee charged will be the sum of the fees below plus fees from Item (f).

All base layers (price per acre): ASC11, AUTOCAD (DXF), and other standard formats as maybe available, cost is based on base map creation cost as listed in item (b): Quote

(e) Miscellaneous Services and Special Orders. Price to be quoted by FEWPB as part of a special contract using the fees below plus a prorated share of items (a), (b), (c) and/or (e) as maybe applicable:

System Resource Units (per minute)	\$10.00
Disk Storage (per 1,000 records per week)	\$10.00
Pages Printed (line printer, laser printer, stock paper)	\$ 0.10
Plot Media (color by b/w, price per sq. ft.) Paper	\$.015
Diskette (3 1/2")	\$ 5.00
Outside Contractor	Quote

(f) Miscellaneous services and special orders. Prices quoted as part of a special order using the fees below and the applicable fees in Sections (a), (b), (c), and (d).

Staff time	\$18.00 per hour (minimum)
Mailing Fee	Actual Cost

3. Other Open Records Requests

SECTION II. GENERAL SERVICE – SPECIFIC RULES, REGULATIONS & RATES

(a) Photocopies made by FEWPB (fee per copy)

8 ½ x 11	\$ 0.10
8 ½ x 14	\$ 0.10
11 x 17	\$ 0.25

(b) Blackline Prints made by FEWPB (fee per copy)

Construction Drawings 24"x36"	\$2.00
Other Sizes	Quote

(c) Photocopies, mylars or Blueline Prints made by outside reproduction shops

Actual Cost of Reproductions plus 20% handling charge	Quote
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(d) Customer Notification mailing fee Actual Cost

4. Theft of Service Fees:

A.	Tampering Fee	\$50.00
B.	Estimated Cost or Value of Service Stolen	Cost
C.	All fees payable by FPB relating to Litigation or Settlement	Cost

5. Bad Check Fees \$15.00
(applies to bank drafts with insufficient funds)

6. Late Payment Charges \$5%
(applicable to the current balance due on the bill)

7. Service Reconnection Charges Applicable to Electric, Water and Cable TV Services are described in detail under "Rates and Charges" of Sections II, III, and IV, respectively.

8. Meter Testing Charges Applicable to Electric, Water Meters are described in detail under "Rates and Charges" of Section II and III.

9. Security Deposits

(a) For services at owner occupied location None

(b) Renter occupied service (electric, water & sewer)

Type of Housing	Electric	Water	Sewer	Deposit
Apartment	\$ 60.00	\$20.00	\$20.00	\$100.00
Apartment (all electric)	\$ 90.00	\$20.00	\$20.00	\$130.00
Trailer	\$100.00	\$20.00	\$20.00	\$140.00
Trailer (all electric)	\$160.00	\$20.00	\$20.00	\$200.00
House	\$130.00	\$25.00	\$30.00	\$185.00

SECTION II. GENERAL SERVICE – SPECIFIC RULES, REGULATIONS & RATES

House (all electric)	\$230.00	\$25.00	\$30.00	\$285.00
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- (c) Cable TV – Customer Equipment
(See Section V. for Cable Class Definition and More Detail)

1.	Customer Class A Equipment	None
2.	Customer Class B Equipment	20% of Cost
3.	Customer Class C Equipment	50% of Cost
4.	Customer Class D Equipment	100% of Cost

- (d) Dark Fiber Connectivity
(See Section VI.)

SECTION II. GENERAL SERVICE – SPECIFIC RULES, REGULATIONS & RATES

U. Form #1 Bank Draft Authorization Form

FRANKFORT ELECTRIC & WATER PLANT BOARD

BANK DRAFT AUTHORIZATION FORM

UTILITY CUSTOMER'S NAME: _____
Name or Names (*As shown*
on your Deposit Slip) _____
Bank Account Number _____
Bank Address _____

AS A MATTER OF CONVENIENCE, I HEREBY AUTHORIZE:

1. The Frankfort Electric and Water Plant Board (FEWPB) to request Electronic Payment of the amount due on my monthly utility from the above cited bank account and,
2. The above cited bank to charge my account for the amount requested by (FEWPB) and process the electronic payment of the amount due.

I understand that a copy of each monthly billing will be mailed to me and I have until the TENTH of the month to notify the (FEWPB) of any questions concerning my current account. I also understand that the (FEWPB) Return Check Policy will apply for bank drafts returned for insufficient funds.

I have attached to the completed authorization form a deposit slip, and if possible, a copy of the utility bill or bills which identifies my (FEWPB) account or accounts to be bank drafted.

SIGNATURE OF CUSTOMER DATE OF SIGNATURE

PHONE NUMBER DURING WEEKDAYS PLANT BOARD ACCOUNT CLERK

<u>THIS SECTION FOR PLANT BOARD USE:</u>		
<u>PLANT BOARD ACCOUNT</u>	<u>UTILITY CUSTOMER'S NAME</u>	<u>SERVICE ADDRESS</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

SECTION II. GENERAL SERVICE – SPECIFIC RULES, REGULATIONS & RATES

U. FORM #3 MASA

Application for Service - Customer Master Service Agreement (MASA)

The Frankfort Electric & Water Plant Board (FPB) is hereby requested by the customer to furnish one or more combination of services FPB offers. This request and agreement applies to services for a new customer and to changes in an existing customer's service(s) or location of the service(s).

The service(s) provided by FPB is conditioned upon the customer expressly agreeing herein to abide by the Board's official Rules, Regulations and Rates as may be revised from time to time. This includes any general terms and condition and/or terms and conditions which specifically apply to a particular service.

CUSTOMER AND INFORMATION AND SIGNATURE	
<hr/> Social Security Number	<hr/> Driver's License Number
<hr/> Date of Birth	<hr/> Mother's Maiden Name
Print Customer Name:	
<hr/> (Last) (First) (MI) (Maiden)	
<hr/> (Address)	
<hr/> Customer Signature	<hr/> Date
<hr/> Signature	<hr/> Date (CSR)

CO-SIGNER'S RESPONSIBILITY AGREEMENT #1

I, _____ accept full
 Name of Co-Signer (Print)
 responsibility for any charge associated with services rendered in accordance with the rules, regulations, and rates of FPB for the above customer.

If the customer above becomes delinquent in payment for any reason, and having received written notification as such, I will make restitution for all charges associated with the customer's account, within five (5) working days. Failure to do so will result in the termination of service at my address.

<hr/> Customer Service Signature	<hr/> Date
<hr/> Signature of Co-Signer	<hr/> Date

CO-SIGNER'S RESPONSIBILITY AGREEMENT #2

I, _____ accept full
 Name of Co-Signer (Print)
 responsibility for any charge associated with services rendered in accordance with the rules, regulations, and rates of FPB for the above customer.

If the customer above becomes delinquent in payment for any reason, and having received written notification as such, I will make restitution for all charges associated with the customer's account, within five (5) working days. Failure to do so will result in the termination of services at my address.

<hr/> Customer Service Signature	<hr/> Date
<hr/> Signature of Co-Signer	<hr/> Date