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Section II – General Service Specific Rules, Regulations, & Rates



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A. Introduction

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.

B. 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.

C. Application for Service

1. 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 27. 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 151 Flynn Ave. 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.

2. 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.

D. Contracts

1. Contracts

- A. **Electric** – Extensions of electric service for residential subdivisions and industrial/ commercial type subdivision developments will require a contract. (See contract refunds for refund provisions).
- B. **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).
- C. **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).

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.

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:

- a. The contractors name and address
- b. A description of the development including the number of lots being developed.
- c. The total number of feet of line or pipe being installed.

- d. For multiple family buildings the number of such buildings and the number of units in each building must be recorded.
- e. The amount of the estimated cost to be deposited by the contractor.
- f. A statement of any non-refundable costs included in the contractor's costs.
- g. A contract provision describing the calculation of and method for refunding to the contractor the refundable portion of the contractor's cost.
- h. A drawing of the project.

D. Extensions:

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.

E. Contract Refunds:

1. Refund Provisions will be as Follows:

A. 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.

B. 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.

C. 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.

D. 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.

2. 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 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.”

3. Special or Unusual Circumstances:

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
151 Flynn Avenue
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).

F. Water Line Extension Cost Recovery:

In accordance with KRS 96.539, FPB has adopted the following rules to govern extensions of service to unserved customers and areas as follows:

1. Calculation of Cost:

FPB shall determine the total cost for a proposed distribution main extension (exclusive of service connections) and the total length of the extension. FPB shall pay that portion of the cost of the distribution main extension equal to one hundred (100) feet for each applicant for service.

2. Payment of Cost:

The part of the cost not covered by FPB's portion shall be contributed by those applicants desiring a service connection on the distribution main extension.

3. Other extensions:

The cost of any extension greater than one hundred (100) feet per applicant shall be subject to refund by FPB on a prorated basis for each additional customer whose service line is directly connected to the extension line paid for by the initial applicant or applicants.

4. Prorated Amounts:

For a refund period of not less than ten (10) years from close out of the applicable work order, FPB shall refund to the customer or customers who paid for the excessive footage the cost of one hundred (100) feet of the extension in place for each additional customer connected during the year whose service line is directly connected to the extension installed and not to extensions or laterals therefrom. Total amount refunded shall not exceed the amount paid to FPB. No refund shall be made after the refund period ends.

5. Tap on Fees:

Each customer shall pay the approved tap-on fee applicable at the time of application for the meter connection. The tap-on fee shall not be considered part of the refundable cost of the extension and may be changed during the refund period. Likewise, costs for fire hydrants are not included in refundable amounts. Only costs directly related to installing the line are refundable amounts. After the ten (10) year refund period expires, any additional customer shall be connected to the extension for the amount of the approved tap-on fee and installation fees.

6. Notification:

It shall be the responsibility of the customers that have contributed to the distribution main extension, which may be entitled to a refund, to notify FPB on the "change of address" form provided by FPB of the customer's current address and to request any refund. Refunds will be sent to the address of record and if returned will be kept by FPB until FPB is notified of a current address. Any refunds not claimed after ten (10) years shall become the property of FPB. The applicant may request that FPB calculate and issue a refund at anytime within the ten (10) year period.

7. Application to Developers:

Nothing in this policy applies to contractors or developers, whether residential, commercial or otherwise, desiring a main extension to or within a proposed real estate subdivision or commercial development. No refunds shall be made to contractors or developers and, likewise, there is no refund to contractors or

developers for customers within the real estate subdivision or commercial development. A contractor or developer desiring a distribution main extension to or within a proposed subdivision or commercial development will be required to pay the entire cost of the extension.

G. 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.

- A. 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.

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.

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

- C. 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.

H. Service Disconnections:

1. 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.
2. The customer must give notice for a service disconnection 24 hours prior to the effective date such disconnects are requested.
3. Disconnects associated with emergencies or safety issues will be given immediate priority.

4. Only Plant Board personnel are authorized to disconnect services.
5. 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.

I. Service Transfers & Changes:

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

A. 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.

B. 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.

J. 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 The Frankfort Plant Board's 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.

2. Electric:

Procedures for reducing the consumption of electric energy on the Frankfort Electric and Water Plant Board (FPB) system in the event of a capacity shortage and to restore service following an outage. Notwithstanding any provisions of these Energy Curtailment and Service Restoration Procedures, the FPB shall have the right to take whatever steps, with or without notice and without liability on FPB's part, that the FPB believes necessary, in whatever order consistent with good utility practices and not on an unduly discriminatory basis, to preserve system integrity and to prevent the collapse of the FPB's electric system or interconnected electric network or to restore service following an outage. Such actions will be taken giving priority to maintaining service to the FPB's retail and full requirements customers relative to other sales whenever feasible and as allowed by law.

3. Priority Levels:

For the purpose of these procedures, the following Priority Levels have been established:

- I.** Essential Health and Safety Uses -- to be given special consideration in these procedures shall, insofar as the situation permits, include the following types of use
- II.** Hospitals: which shall be limited to institutions providing medical care to patients.
- III.** Life Support Equipment: which shall be limited to kidney machines, respirators, and similar equipment used to sustain the life of a person.
- IV.** Police Stations and Government Detention Institutions: which shall be limited to essential uses required for police activities and the operation of facilities used for the detention of persons.
- V.** Fire Stations: which shall be limited to facilities housing mobile fire-fighting apparatus.
- VI.** Communication Services: which shall be limited to essential uses required for telephone, telegraph, television, radio and newspaper operations, and operation of state and local emergency services.

- VII.** Water and Sewage Services: which shall be limited to essential uses required for the supply of water to a community, flood pumping and sewage disposal.
- VIII.** Transportation and Defense-related Services: which shall be limited to essential uses required for the operation, guidance control and navigation of air, rail and mass transit systems, including those uses essential to the national defense and operation of state and local emergency services. These uses shall include essential street, highway and signal-lighting services.

Although, when practical, these types of uses will be given special consideration when implementing the manual load-shedding provisions of this program, any customer may be affected by rotating or unplanned outages and should install emergency generation equipment if continuity of service is essential. Where the emergency is system-wide in nature, consideration will be given to the use of rotating outages as operationally practicable. In case of customers supplied from two utility sources, only one source will be given special consideration. Also, any other customers who, in their opinion, have critical equipment should install emergency generation equipment.

FPB, lacking knowledge of changes that may occur at any time in customer's equipment, operation, and backup resources, does not assume the responsibility of identifying customers with priority needs. It shall, therefore, be the customer's responsibility to notify FPB if he has critical needs.

4. Critical Commercial and Industrial Uses:

Except as described in Section III below, these uses shall include commercial or industrial operations requiring regimented shutdowns to prevent conditions hazardous to the general population, and to energy utilities and their support facilities critical to the production, transportation, and distribution of service to the general population.

5. Residential Use:

The priority of residential use during certain weather conditions (for example severe winter weather) will receive precedence over critical commercial and industrial uses. The availability of FPB service personnel and the circumstances associated with the outage will also be considered in the restoration of service.

6. Non-critical commercial and industrial uses

7. Nonessential Uses:

The following and similar types of uses of electric energy shall be considered nonessential for all customers:

- A.** Outdoor flood and advertising lighting, except for the minimum level to protect life and property, and a single illuminated sign identifying commercial facilities when operating after dark.
- B.** General interior lighting levels greater than minimum functional levels.
- C.** Show-window and display lighting.
- D.** Parking-lot lighting above minimum functional levels.
- E.** Energy use to lower the temperature below 78 degrees during operation of cooling equipment and above 65 degrees during operation of heating equipment.
- F.** Elevator and escalator use in excess of the minimum necessary for non-peak hours of use.
- G.** Energy use greater than that which is the minimum required for lighting, heating, or cooling of commercial or industrial facilities for maintenance cleaning or business-related activities during non-business hours.

8. Curtailment Procedures:

In the event FPB is given a directive to shed load from wholesale energy providers due to loads that exceed internal generation, transmission, or distribution capacity, or other system disturbances exist, and efforts have failed to alleviate the problem, the following steps may be taken, individually or in combination, in the order necessary as time permits:

- A.** FPB's use of electric energy in the operation of its offices and other facilities will be reduced to a minimum.
- B.** An appeal will be made to customers through the news media and/or personal contact to voluntarily curtail as much load as possible. The appeal will emphasize the defined priority levels as set forth above.
- C.** Customers will be advised through the use of the news media and personal contact that load interruption is imminent.
- D.** Implement procedures for interruption of selected distribution circuits.

9. Service Restoration Procedures:

Where practical, priority uses will be considered in restoring service and service will be restored in the order I through IV as defined under PRIORITY LEVELS. However, because of the varieties of unpredictable circumstances which may exist or precipitate outages, it may be necessary to balance specific individual needs with infrastructure needs that affect a larger population. When practical, FPB will attempt to provide estimates of repair times to aid customers in assessing the need for alternative power sources and temporary relocations.

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.

K. Emergencies

Periodically, customers will notify the Frankfort Plant Board during or after normal working hours of service problems which are caused by either the Frankfort 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. The Emergency telephone number is 502-352-4372.

- 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 within the customer's facilities only, the customer will be responsible for the charges or cost provided for in applicable Rates and Charges Section of this document.

L. Customer Deposits & Releases

1. Deposits for Electric, Water, and Cable/Telecommunications Services:

The Frankfort Plant Board may require a minimum cash deposit or other guaranty to secure payment of bills. FPB reserves the right at all times to adjust the amount of a customer's security deposit if it deems that FPB is not adequately protected from default. Service may be refused or discontinued for failure to pay the requested deposit.

Deposits are required upon initiation of service and any modification of service including but not limited to a change in residence or account status.

2. Calculation of Deposits:

A. Residential Deposits:

This subsection describes the deposit schedule, utility scoring and release procedure. Customer deposits for residential customers shall be based upon actual usage of the customer at the same or similar premises for the most recent 12-month period, if such information is available. If usage information is not available, then the deposit will be based on the average bills of the residential customer class. Average usage for customer classes will be calculated annually at the beginning of each fiscal year. The deposit amount shall not exceed two-twelfths (2/12) of the customer's actual or average annual bill for the residential customer class and are subject to change with utility rate schedule revisions.

Interest, as prescribed by KRS 278.460, will be paid annually either by refund or credit to the customer's bill. Accrual of interest will stop at termination of service(s).

B. General, Commercial, and Industrial Deposits:

I. General & Industrial Deposits:

General and Commercial customer deposits shall be based on actual usage of the customer at the same or similar premise for the most recent 12-month period, if such information is available. If usage information is not available, the deposit will be based on the average bills of similar customers and premises in the system. The deposit shall not exceed two-twelfths (2/12) of the customer's actual or estimated bill.

Electric:

$KW \times \# \text{ of hours/days} \times \# \text{ of days/month} = KWH \text{ per month}$

Where:

of hours/day is determined by the times the facility operates.

- I. An industrial service running three shifts would be 24 hours/day.
- II. A gas/food mart would be 24 hours/day.
- III. A restaurant would generally be 12 to 16 hours/day.

IV. A small business would be 8 hours/day, etc.

of days/month is the number of days the service is fully operational per month.

I. A gas/food mart would be open 30 days/month.

II. A small business operating on weekdays only would be 20 days/month.

III. A car lot closed on Sundays would be 24 days/month, etc.

IV. The operational schedules of the facilities can be included on the load data sheet or obtained from the owners.

In performing a calculation, KW must be known to calculate KWH. The anticipated KW may be provided by the customer or 80% of the transformer KVA may be used as the KVA value.

Water:

Deposit amount will be based on the estimated usage – in gallons, provided by the customer on Form #W-100, Information Sheet for Fire and/or Domestic Service Vaults.

The deposit amount, however determined, shall not exceed two-twelfths (2/12) of the customer's actual or estimated annual bill.

II. Industrial Deposits:

Industrial customer deposits shall be based upon the actual usage of the customer at the same or similar premises for the most recent 12-month period, if such information is available.

If usage information is not available, the deposit will be based on the average bills of similar customer and premises in the system.

If no similar customers are available for comparison, the deposit will be calculated in accordance with the following formula:

Electric:

$KW \times \# \text{ of hours/day} \times \# \text{ of days/month} = \text{KWH per month}$

Where:

of hours/day is determined by the times the facility operates

- I. An industrial service running three shifts would be 24 hours/day.
- II. A gas/food mart would be 24 hours/day.
- III. A restaurant would generally be 12 to 16 hours/day.
- IV. A small business would be 8 hours/day, etc.

of days/month is the number of days the service is fully operational per month.

- I. A gas/food mart would be open 30 days/month.
- II. A small business operating on weekdays only would be 20 days/month.
- III. A car lot closed on Sundays would be 24 days/month, etc.
- IV. The operational schedules of the facilities can be included on the load data sheet or obtained from the owners.

In performing a calculation, KW must be known to calculate KWH. The anticipated KW may be provided by the customer or 80% of the transformer KVA may be used as the KVA value.

Water:

Deposit amount will be based on the estimated usage, in gallons, provided by the customer on the Form #W-100, Information Sheet for Fire and/or Domestic Service Vaults.

The deposit amount, however determined, shall not exceed two-twelfths (2/12) of the customer's actual or estimated annual bill.

C. City, State, and County Customers:

City, State, and County customers are not subject to deposits because they do not present the same default risk of a commercial of industrial customers.

D. Waiver of Deposits:

I. Residential Deposits:

The deposit for residential customers may be reduced or waived by FPB upon customer's showing satisfactory rating. A satisfactory rating consists of 12 months of continuous service and none of the following occurrences:

- More than 2 late payments in the most recent 12 months.
- No returned items – checks, bank drafts, ACH payments, in the most recent 12 months.
- Disconnection for non-payment in the most recent 12 months.
- Write-Off balances.
- Tampering or theft of any service at any time.

If a deposit has been reduced or waived and the customer fails to maintain a satisfactory payment record, a deposit may then be required. FPB may require a deposit in addition to the initial deposit if the customer's classification of service changes, the customer relocates or if there is a substantial change in usage. Upon termination of service, the deposit, any principal amounts, and any interest earned and owing will be credited to the final bill with any remainder refunded to the customer.

In determining whether a deposit will be required or waived, information such as the following may be considered:

- I.** Whether another customer with a satisfactory payment history is willing to co-sign as a guarantor in lieu of a deposit. Cosigner assumes responsibility for all charges associated with the customer account in the event the customer defaults.
- II.** Utility scoring ratings. Customers may reduce their deposits by giving consent to have a utility rating report processed by FPB. The customer is responsible for the cost of the utility rating report.

- a. Customers receiving a rating of “Green” will be responsible for 25% of the current deposit rate.
 - b. Customers receiving a rating of “Yellow” will be responsible for 50% of the current deposit rate.
 - c. Customers receiving a rating of “Red” will be responsible for 100% of the current deposit rate.
 - d. Customers that decline processing of the utility rating report will be responsible for 100% of the current deposit rate.
- III. Customers relocating that have maintained a satisfactory payment history with FPB for their most recent 12 months of service.

Deposit waivers will be reconsidered at the customer’s request, following 12 months of satisfactory payment history. The customer shall be responsible for the cost of the additional utility scoring.

E. General and Commercial Deposits:

Deposits for general and commercial accounts, with the exceptions of Landlords and existing Landlord Agreements on file, will not be waived. General and commercial deposits may be retained during the entire time that the account remains active.

The deposit for landlords with a Landlord Agreement on file may be reduced or waived by FPB upon a landlord’s showing of satisfactory credit.

In determining whether a deposit will be required or waived, information such as the following may be considered:

- I. Utility scoring ratings. Landlords may reduce their deposits by giving consent to have a utility rating report processed by FPB. The landlord is responsible for the cost of the utility rating report.
 - a. Landlords receiving a rating of “Green” will be responsible for 25% of the current deposit rate.
 - b. Landlords receiving a rating of “Yellow” will be responsible for 50% of the current deposit rate.

c. Landlords receiving a rating of “Red” will be responsible for 100% of the current deposit rate.

d. Landlords that decline processing of the utility rating report will be responsible for 100% of the current deposit rate.

II. Landlords that have maintained a satisfactory payment history with FPB for their most recent 12 months of service on all existing property accounts.

III. Landlords must agree to have a Landlord Agreement on file. Landlords that decline to enter into a Landlord Agreement with FPB will be responsible for 100% of the current deposit rate.

IV. If a deposit has been reduced or waived and the landlord fails to maintain a satisfactory payment record, a deposit may then be required. FPB may require a deposit in addition to the initial deposit if there is a substantial change in usage. Upon final termination of service, the deposit, any principal amounts, and any interest earned and owing will be credited to the final bill with any remainder refunded to the landlord.

F. Industrial Deposits:

Deposits for industrial accounts will not be waived. However, alternatives to deposits may be considered with the Board of Directors approval. Industrial deposits will be retained during the entire time that the account remains active.

3. Deposit Schedules:

a. Electric:

Residential Service	
Dwelling Type	Deposit Amount
Apartment (Gas)	\$60.00
Apartment (Electric)	\$90.00
Trailer (Gas)	\$100.00
Trailer (Electric)	\$160.00
House (Gas)	\$130.00

House (Electric)	\$230.00
Temporary Service	
Type of Service – Contractors	Deposit Amount
Residential	\$50.00
Single Phase Commercial	\$100.00
Three Phase Commercial	\$200.00

b. Water:

Residential		
Dwelling Type	Water	Sewer
Apartment (Gas)	\$20.00	\$20.00
Apartment (Electric)	\$20.00	\$20.00
Trailer (Gas)	\$20.00	\$20.00
Trailer (Electric)	\$20.00	\$20.00
House (Gas)	\$25.00	\$30.00
House (Electric)	\$25.00	\$30.00
Temporary Service		
Type of Service	Water	Sewer
Temporary Service	\$100.00	N/A
Hydrant Service		
5/8" or 1" Meter	\$215.00	N/A
3" Meter	\$1000.00	N/A

c. Cable:

Equipment Type	Deposit Amount
Digital Set Top Converter	\$20.00
HD Set Top Converter	\$155.50
HD DVR Set Top Converter	\$265.00
TiVo	\$325.00

TiVo Mini	\$90.00
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M. Billing Cycle(s) & Budget

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.

1. Billing Cycle(s):

The Frankfort 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 receive 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.

2. Budget Billing:

Budget Payments are available to residential customers only. Customers may enroll in the Budget Plan during the Open Enrollment Period (May of each year). The budget payment is calculated in May. The monthly budget payment calculation is based on the prior consumption and payment history. A 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 in May of each year. The budget payment will become effective on the bill due and payable in June. The current budget plan will be recalculated in May and effective for the bill due and payable on June 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.

A. Ineligible Customers:

- I. Have not resided at the location for 12 consecutive months.
- II. Does not agree with the payment amount calculated on the same basis for all customers.
- III. Have 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 automatic bank draft.
- IV. 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 May.
- V. Have discontinued service for this location. The actual amount due is payable for the final bill.
- VI. Will not sign the budget plan agreement.
- VII. Non-residential type customer/rate.

B. Customer Responsibilities While Participating:

- I. No partial payments.
- II. The exact budget payment amount must be paid in full by the due date.
- III. 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.

- IV. 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.
- V. 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 the Frankfort Plant Board because of non-payment, the customer is subject to late charges, cut off, and reconnect fees.
- VI. If the customer disconnects service, the final bill is the actual amount due.
- VII. The budget will be recalculated for the bill due in June with May being the reconciliation/settlement month for any changes due or credits to be applied over the next 12 months.

C. Basis for Calculating Budget Payment:

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

- I. Based upon the average consumption for 24 months of each service. Zero consumption is discarded. Any unusual consumption four (4) times greater than the average is discarded. Any unusual consumption $\frac{1}{4}$ of the average is discarded.
- II. For electric service, a 12-month average Fuel Adjustment is used.
- III. The current rates are applied.
- IV. The current tax rates are applied.
- V. The ending balance is divided by 12 in order to provide consistent payment amounts.
- VI. The current Cable/Broadband & Telecommunication charges are added to the total budget payment.

VII. Bases upon the individual history, a recommendation for an adjusted budget is made.

3. 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 send a second notice which will state the date of which service will be disconnected if payment is not received – generally 11 days after payment is due.

N. Payments

Payment Option	Cost to You	Accepted Method
FPB Administration Building	Free	Cash, Check, Money Order
FPB Depository Box	Free	Check or Money Order
Mail	Postage	Check or Money Order
Automatic Bank Draft	Free	Bank Account
FPB eCheck	Free	Bank Account
United, Whitaker, Republic Banks	Free	Cash, Check, or Money Order
Your Bank's Website	Free*	Bank Account
Online w/Western Union Speedpay	\$3.95**	Debit or Credit Card
Phone w/Western Union Speedpay	\$3.95**	Debit or Credit Card

*Your bank will determine if there is a fee to use their Online Bill Pay

**Western Union Convenience Charge

1. Automatic Bank Draft:

A customer desiring to pay their bill by bank draft will follow the procedure described below:

A. Completion of the Bank Draft Authorization Form:

The authorization form must be completed by the customer. See section II, U, for form.

B. Authorization Form and Deposit Slip or Voided Check:

The customer must attach a blank copy of their checking account deposit slip or voided check.

C. 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.

D. 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.

E. Adjustments:

As always, the customer will receive their 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.

F. Insufficient Funds:

Any bank draft returned for insufficient funds, etc. shall be subject to a charge of \$50.00. 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.

G. Bank Charges:

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

H. Second Notice:

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

2. Banks:

The customer may directly pay his/her bill at a participating bank Electronic Commerce – (Available for future use)

3. 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.

4. Late Charges:

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

5. 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.

6. Bad Checks:

Any customer's check that is returned due to insufficient funds will be assessed a \$50.00 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.

7. 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.

8. 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

9. 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.

10. Water Leaks:

In 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.

O. Bad Debt Accounts

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.

P. Disconnection for Non-Payment & 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 of service was off until reconnected but in no case will this exceed 7 days. Typically, customers must settle-up by coming into the Administration Office located at 151 Flynn Ave. However, some customers may require reconnection after hours.

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 \$68.00 during normal working hours or \$89.00 other than normal working hours.

Q. 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.

R. 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.

S. Notification of Change in Occupancy

It is the responsibility of the person who signed for service to notify the Frankfort 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.

T. Landlord Agreements

The Frankfort Plant Board will automatically transfer services from a departing tenant to the Landlord/Owner without services being disconnected provided the Landlord/Owner authorizes this option and has completed the Landlord Reversion Agreement Form.

U. 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.

1. 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.

2. 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.

V. 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 U above.

W. Public Records Request

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. In the event that any Rule or Regulation conflicts with Chapter 61, then the Chapter 61 requirements shall prevail.

1. Procedures:

- A.** Persons requesting to inspect public records in the possession or retained by the Frankfort Plant Board, and not exempt from inspection by law, shall file a written application preferably (but not required) on a form prescribed by the Kentucky Attorney General or substantially similar form describing the records requested to be inspected and declaring whether the records will be used for a commercial purpose with the staff attorney who is the official custodian of the records of the Frankfort Plant Board. Frankfort 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.

- B.** Applications for request to inspect public records shall be hand delivered, mailed, emailed or sent via facsimile to the following addresses:

Hance Price

Staff Attorney/Ass't G.M.

Frankfort Plant Board
151 Flynn Ave
P.O. Box 308
Frankfort, KY 40602

Phone: 502-352-4541

Fax: 502-223-3887

Email: hprice@fewpb.com

Kathy Poe

Paralegal/Executive Assistant

Frankfort Plant Board
151 Flynn Ave
P.O. Box 308
Frankfort, KY 40602

Phone: 502-352-4570

Fax: 502-223-3887

Email: kpoe@fewpb.com

- C.** 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 five (5) business days after the date of receipt of the written application 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.

2. Copying:

- A.** Upon inspection, during normal business hours - 7:45 AM - 4:30 PM, Monday through Friday, the Applicant shall have the right to make copies or abstracts 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.
- B.** No person shall remove the originals of public records from the offices of Plant Board.
- C.** 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.
- D.** Charges for copying public records shall be based on their subsequent use, either for a commercial or non-commercial purpose, as defined in KRS 61.870. Per KRS 61.874, for a non-commercial purpose, letter and legal size paper copies (8.5 X 11 and 8.5 X 14) are charged at the rate of ten (10) cents per page and electronic storage media are charged at actual cost (i.e. flash drive, etc.). Non-standardized requests such as larger size paper copies, engineering drawings and plats, for example, are charged at actual cost as well as staff time at the staff member's hourly rate to produce the non-standard item.

For a commercial purpose, copying and electronic storage media are charged at ten (10) cents per page or actual cost for larger size paper copies or other types of media and costs associated with staff time spent producing the request are billed at the staff member's current hourly rate. The cost to FPB for the creation, purchase, or other acquisition of public records will be charged as well for commercial purpose requests.

For either a commercial or non-commercial request, postage shall be charged at actual cost. Costs for copies and charges shall not exceed amounts determined by the Kentucky Attorney General to be reasonable.

3. 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.

4. Posting of Rules:

The Official Custodian shall post on FPB's website and in a conspicuous location accessible to the public, a copy of these Rules and Regulations, a synopsis of said Rules and Regulations in the form of a post or sign and the form used for making records requests.

X. Public Hearings & 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 the Frankfort Plant Board's Administration building located at 151 Flynn Ave. The Board has the discretion to change the Regular Board Meeting dates, times and places.

1. Public Notice of the Board Meetings:

Public notice of Board Meetings will be given in accordance with the Kentucky Open Meetings Act as may be amended from time-to-time.

2. Special Board Meetings:

Public notice of special meetings will be given in accordance with the Kentucky Open Meetings Act as may be amended from time to time.

Y. Bank Draft Authorization Form



FRANKFORT PLANT BOARD
Bank Draft Authorization Form

Utility Customer's Name: _____

Service Address: _____

FPB Account(s): _____ Bill Cycle: _____

Name on Check: _____

Bank Name: _____

Bank Account No.: _____ Bank Routing No.: _____

As A Matter of Convenience, I Hereby Authorize:

1. The Frankfort Plant Board (FPB) to request electronic payment of the amount due on my monthly utility from the above cited bank account.
2. The above cited bank to charge my account for the amount requested by FPB and process the electronic payment of the amount due.
3. I understand that a copy of each monthly billing will be mailed to me and should be reviewed for accuracy. I have until the business day prior to my due date to notify FPB of any inaccuracies, change my bank draft or cancel my bank draft. I also understand that the FPB's return check policy will apply for bank drafts returned from their bank.
4. I have attached to the completed authorization form a preprinted, voided check with correct routing and account number information.

If a voided check is not available, attach documentation from your financial institution that has your name, routing and account number information.

Signature of Customer: _____

Date Signed: _____ Daytime Phone Number: _____

FPB Staff: _____

Equal Opportunity/Affirmative Action Employer
151 Flynn Avenue (P.O. Box 308) Frankfort, Kentucky 40602
Phone (502) 352-4372 Fax (502) 223-3887
www.fpb.cc

Z. Master Service Agreement - 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 Information & Signature			
Social Security Number		Driver's License Number	
Date of Birth		Mother's Maiden Name	
Customer's Name - Print			
Last	First	Initial	Maiden
Address			
Signature		Date	
CSR Signature		Date	

CO-SIGNER'S RESPONSIBILITY AGREEMENT #1	CO-SIGNER'S RESPONSIBILITY AGREEMENT #2
<p>I, _____ accept full responsibility for any charge associated with services rendered in accordance with the rules, regulations, and rates of FPB for the above customer.</p> <p>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.</p>	<p>I, _____ accept full responsibility for any charge associated with services rendered in accordance with the rules, regulations, and rates of FPB for the above customer.</p> <p>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.</p>
<p>_____ Customer Service Signature</p> <p>_____ Signature of Co-Signer</p>	<p>_____ Customer Service Signature</p> <p>_____ Signature of Co-Signer</p>
<p>_____ Date</p> <p>_____ Date</p>	<p>_____ Date</p> <p>_____ Date</p>

AA. Application for Landlord Reversion Agreement



Frankfort Plant Board

Application for Landlord Reversion Agreement

Account Name: _____

Billing Address: _____

Service Address(s):

Additional Locations Attached:

Manager's Name: _____

Address: _____

Phone Number: _____

Alt. Phone Number: _____

Owner's Name (Person and/or Corporation): _____

Address: _____

Phone Number: _____

Alt. Phone Number: _____

FOR OFFICE USE ONLY

Deposit: _____

Landlord Account #: _____

CSR Signature: _____

Date: _____



The landlord acknowledges and agrees that:

1. The landlord shall promptly pay for all services provided at rates established by the tariff of the Frankfort Plant Board (FPB) at the time the services are provided. The landlord also understands that an account will revert to their name when the account is officially taken out of the tenant's name by the tenant and will remain in the landlord's name until services are connected by a tenant or disconnected at the request of the landlord.
2. The landlord understands that an account will not revert to their name if the services are disconnected for non-payment. In the occurrence on a non-payment disconnect in which the tenant has vacated the property, it is the landlord's responsibility to notify FPB if they wish to restore services in their name.
3. Any billing statement shall be deemed a final and accurate account of charges provided by FPB, or otherwise, upon the mailing of the next following billing statement until the landlord during the intervening period notifies the Customer Service Billing Department for error or irregularities.
4. The landlord shall protect FPB property on the premises served by the account from unnecessary damage, and to allow access to such property by duly authorized personnel during reasonable hours.
5. The landlord shall abide by and comply with the FPB Tariff, and any amendments, that govern the relationship between FPB and its utility customers.
6. The Customer Service Department reserves the right to revoke landlord reversion at any time.
7. The landlord may add or remove accounts from the landlord reversion only by written request to the Customer Service Department.
8. The landlord is responsible for notifying the Customer Service Department of any changes in property ownership.
9. Collection fees will be assessed to delinquent bills in the landlord's name.

I acknowledge that a copy of this application/agreement was made available to me and is binding upon me.

Print Name

Signature

Date

Equal Opportunity/Affirmative Action Employer
151 Flynn Avenue (P.O. Box 308) Frankfort, Kentucky 40602
Phone (502) 352-4372 Fax (502) 223-3887
www.fpb.cc

BB. Cosigner Responsibility Agreement

FRANKFORT ELECTRIC & WATER PLANT BOARD CO-SIGNER RESPONSIBILITY AGREEMENT

I, _____ accept full responsibility for any charges associated with services rendered in accordance with the rules and regulations of the Frankfort Electric & Water Plant Board for

(CO-SIGNEE)

at

(SERVICE ADDRESS)

If the account becomes delinquent for any reason, and having received written notification as such, I will make restitution for all charges associated with said account, within five (5) business days. Failure to do so will result in the interruption of services at

(CO-SIGNER ADDRESS)

_____ for non-payment, confiscation/forfeiture
(CO-SIGNER ACCOUNT NUMBER)

of deposit and the beginning of legal proceedings, including but not limited to collection of outstanding debt, court cost, attorney's fees. I accept the conditions as set forth in this agreement.

The following actions will terminate the co-signer responsibility agreement:

1. Co-signee becomes delinquent resulting in balance transfer to the co-signer.
2. Termination of services at the co-signee or co-signer service address.
3. Co-signer requests, in writing, to be removed as a co-signer. Co-signer is responsible for all charges incurred prior to the date of request for removal.

CUSTOMER SERVICE REP DATE CO-SIGNER SIGNATURE DATE

CC. Advanced Metering



FRANKFORT PLANT BOARD

Advanced Metering and Opt-Out

Standard metering equipment for all FPB electric and water services will include a digitally communicating advanced metering infrastructure (AMI) meter. AMI meters will record and wirelessly transmit energy and water usage information to the Plant Board.

Customers may apply in writing to the Plant Board a request to have installed a non-standard (non-communicating) digital electric meter and non-communicating water meter.

At the Board's option, meters to be read manually may be either an advanced meter with the radio frequency communication capability disabled or other non-communicating meter. The meter manufacturer and model chosen to service the customer's premise are at the discretion of the Board and are subject to change at the Board's option, at any time. Non-communicating meters will be provided for a fee to Customers who meet the eligibility requirements below.

- i. Customer must be a single-phase customer.
- ii. Opt-out location must be an existing FPB service. New services are not eligible to opt out of the AMI program.
- iii. Non-property owners must obtain signed permission from the property owner.
- iv. Customers in a multi-unit dwelling consisting of three or more meters in one location (i.e. meter rooms or multi meter packs) are not eligible for opt out.
- v. Customers whose service has been disconnect due to non-payment two or more times in any twelve month period, beginning July 1st 2020, will not be eligible to opt out and will have a digitally communicating meter installed at their service location.
- vi. The customer does not have a history of meter tampering or unauthorized use of electricity at the current or any prior location.
- vii. Existing net metering customers, including customers connected to the Plant Board Distribution System with Distributed Energy Resources (DER) such as solar panels are not eligible to opt-out.

Opt-out fees will be applied according to the Opt-Out Fee Schedule below. A discounted rate is available to customers in an income-qualified assistance program. See application below for details.

Opt-Out Fee Schedule

Opt-Out Processing Fee and Non-Standard Meter Install	\$100 (\$15 for income qualified)
Monthly Customer Service AMI Opt-Out Surcharge	\$21 (\$10 for income qualified)

Customers electing to opt out of AMI prior to having their existing meter changed will not be charged the opt out processing fee and non-standard meter install charge.

Advanced Metering Infrastructure (AMI) Opt-Out Application

Customers requesting a digitally communicating, AMI meter be removed from their service location, or requesting an AMI meter not be installed during the AMI deployment period, may do so by completing this form and returning to:

Frankfort Plant Board: Attention Customer Service

151 Flynn Avenue

Frankfort, KY 40601

Please see the Frankfort Plant Board Electric Tariff for eligibility and fees. This form must be completed in entirety without alteration.

Customer Information (Please Print)

Customer Name:	
Customer Account #:	
Service Address:	
City:	
State:	
Zip:	
Email:	

By signing below, customer authorizes FPB to install a non-communicating digital meter at the requested premise and agrees to pay a one-time \$100* processing fee and \$21* recurring opt-out surcharge.

Signature of Customer: _____

Date Signed: _____

Daytime Phone Number: _____

FPB Staff: _____

*Fee reduction may be available for income qualified customers

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