

## SECTION III. ELECTRIC SERVICE

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## **SECTION III. ELECTRIC SERVICE**

### **Section III – ELECTRIC SERVICE**

#### **A. Introduction**

Electric service will be provided to any customer who makes application for service and is located within our prescribed service boundaries and agrees to take the service in accordance with the Rules and Regulations. The procedure to acquire those services is outlined and described in detail in the following sections. (Reference Flow Chart - Section III. T. - Form 6)

#### **B. Criteria for Acquiring Electric Service**

See Section II. B. for general requirements pertaining to the acquiring of service which are applicable to the following types of service.

1. Residential – Contact Electric Engineering for a meter location which is required prior to the establishment of the service entrance. See Section III. D. and Section III. S. for additional requirements.

2. Commercial/Industrial – Contact Electric Engineering for a load data sheet which must be completed prior to the providing of service. Provide to Engineering a final approved and filed copy of the plat showing all required utility easements.

Service entrance location must be agreed to by both parties and a certificate of compliance from the electrical inspector having jurisdiction and the payment of any fees must be made prior to the providing of service, See Section III. E.

3. Developments – Application for service shall be made by submittal of a letter of request to Engineering including a site development plan, See Section III. F. Site development plan shall be submitted in \*.dwg or \*.dxf format on a 3.5” floppy or a CD-ROM. The development shall be tied to the Plant Board’s monumentation data and existing land base. Monumentation data packets and land base data are available from Engineering.

This data will be made available to the developer, his engineer or land surveyor to be used for the site development plan at no cost, providing the final plat is tied to this data and is supplied to engineering in the proper format. If the data is provided at no cost and the development plat is not tied to the data then the developer is responsible for the cost of the data in accordance with the open records. See Section III. S. 18(6).

Development plats submitted to engineering not tied to the Plant Board’s land base and/or not submitted in the proper electronic format will pay a processing fee of \$1,000.

4. Group of Applicants – Service will be provided to a group of applicants who are not classified as a subdivision development. Each applicant will be provided service in accordance with Section III. H.

5. Street Lighting – Application for service shall be by letter of request from either the Director of Public Works, City Engineer, or County Judge Executive for city or county roadway lighting. See Section III. M-8 and S-7.

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In accordance with the latest City or County Ordinances, street lighting will be installed in new subdivision developments by the Plant Board at the expense of the applicant.

6. Security Lighting – See Section III. M-9.

7. Area Lighting – Application for service shall be by letter of request to Engineering. Available only for overhead installations. See Section III. M-10.

**C. Service Extensions** – Title to all extensions of electric lines and facilities shall vest in the Plant Board.

1. Feasibility – The electrical facilities of the Plant Board will be extended or expanded to supply electric service when the revenue is sufficient to justify the cost of making such additions, or in-lieu-of sufficient revenue the Plant Board may require a long term contract and/or contribution, monthly minimum charge, definite and written guarantee, from a customer or group of customers in addition to any minimum payment required by the Tariff as may be necessary. This requirement may also be applied to cover the payment by the customer of the cost of tapping existing transmission or distribution lines for electric service or for reservation of electrical capacity when such service or reservation will not otherwise provide sufficient revenue to justify the cost of tapping said lines. Any applicant (Residential, General Service or Developer) desiring an extension, and is subject to charges relating to the extension of electric facilities, and providing the extension is feasible, may at the discretion of the Board have a part or all of those charges waived, if the applicant agrees to become a 100% all electric customer.

Guidelines for Determining the Feasibility and Waiver of Extension Charges:

Residential Customer:

Customer must meet the following to be eligible for extension charges to be waived:

1. Extension is feasible and complies with the Tariffs for extension service.
2. Extension is for a new service.
3. Existing services and service upgrades do not qualify.
4. Extension will result in a cost to the customer due to:
  - a. Extension is greater than 1,000-feet and/or,
  - b. Extension is underground primary with a pad mount transformer.
  - c. Customer agrees to become an all electric customer. Customer agrees to not use natural gas, propane (with exception of gas fireplace logs), solar, fuel cells, fuel oil, or any other energy source which results in the customer not being classified as all electric.
  - d. By waiving the extension costs, capital investment payback will not exceed 15 years.
  - e. If customer agrees to the above and later adds an alternative Energy source where he is no longer classified as an all electric customer, the waived charges will be due and payable upon receipt.

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#### General Service Customer:

1. Customer must meet the following to be eligible for extension charges to be waived:
2. Extension is feasible and complies with the Tariffs for extension of service.
3. Extension is for a new service. Existing services and service upgrades do not qualify.
4. Extension will result in a cost to the customer due to:
  - a. Extension is greater than 1,000-feet, and/or,
  - b. Extension is underground primary with a pad mount transformer.
5. Customer agrees to become an all electric customer. Customer agrees not to use natural gas, propane (with exception of gas fireplace logs), solar, fuel cells, fuel oil, or any other energy source which results in the customer not being classified as all electric.
6. By waiving the extension costs, capital investment payback will not exceed 15 years.
7. If customer agrees to the above and later adds an alternative energy source where he is no longer classified as an all electric customer, the waived charges will be due and payable upon receipt.
8. Customer agrees to enter into a service contract.
9. Contract requires Board approval.

#### Subdivision Developments:

Developer must meet the following to be eligible for extension charges to be waived:

1. Extension is feasible and complies with the Tariffs for extension of service.
2. Extension is for a new development.
3. Extension will result in a cost to the developer.
4. Developer agrees to develop an all electric subdivision.
5. If Developer agrees to the above and later adds an alternative energy source where he is no longer classified as an all electric subdivision, the waived charges will be due and payable upon receipt.
6. Developer agrees to enter into a service contract.
7. Contract requires Board approval.

The Board shall have no obligation to make extensions of the Plant Board's electric facilities except upon a determination of the economic feasibility and desirability of any such extension, and the authority and responsibility to make such a determination rests solely in the Board.

2. Filing of Maps, Plats, and Easements – Any applicant desiring an extension to a new development, shall file with Electric Engineering copies of all maps, plats, plans, and specifications prior to final approval by the Planning and Zoning Commission, so that the location of easements may be established. Such documents shall be submitted in a timely fashion to allow Engineering staff time to engineer and requisition material.

Any documents relating to the granting of necessary easements shall be submitted to the Plant Board at the applicant's expense prior to the approval by the Board of the desired extension.

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3. Evaluation of Existing Facilities – The point on the Plant Board’s system from which an extension shall be considered to be made shall be that point where adequate capacity exists to provide the requested service at the present time and for the foreseeable future. The fact that a facility may exist in closer proximity to the applicant shall be immaterial if that facility is not of the proper size, type, or configuration to provide the desired service.

4. Engineering Project Development – Once all documents and easements have been provided the extension will be designed in accordance with these rules and regulations, applicable codes, and good engineering practices. The applicant’s input will be considered in establishing the routing and the type of service desired.

5. Change Orders – Changes or alterations to the Work Order by the customer will be evaluated and included if feasible and in keeping with good engineering practices. A change order which results in additional expense to the Plant Board will be charged to the customer making the request.

6. Customer Commitment and Financing – Depending on the type of extension being made the customer may be required to enter into a contract, advance money, provide facilities, or reimburse the Plant Board following completion of the project.

7. Construction – All extensions shall be built by the Plant Board or by contractors employed by the Plant Board, except in unusual circumstances. Should the Board authorize all or part of any extension to be constructed by some other party, such construction shall be under the supervision of the Plant Board and in accordance with technical criteria established by the Board. The extension will be scheduled by Operations following the completion of all requirements by the customer. The project will be scheduled in the order received and in compliance with the present work schedule.

8. Cost Settlement – Following completion of the extension all costs including labor, equipment, material, and miscellaneous costs will be compiled and sent to Engineering for final review. Any necessary adjustments will be made and the project returned to Accounting for billings, refund, or filing as whichever may be appropriate.

#### **D. Service to a Single Residential Customer**

An extension of 1,000-feet or less shall be made by the Plant Board to any existing single phase distribution line without charge for a prospective residential customer who shall apply for and contract to use service for one year or more, provided such line is of adequate size and capacity to supply the anticipated usage.

When an extension of any distribution line amounts to more than 1,000-feet, the Plant Board shall require the total cost of the excessive footage over 1,000-feet to be deposited with the Plant Board prior to the construction of the extension.

In the event the estimated cost is lower than the actual cost, the difference shall be required from the applicant prior to the commencement of service. In the event the estimated amount is excessive, the excess amount will be refunded to the applicant.

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Normal electric service is provided by means of overhead lines and facilities. An applicant desiring underground service shall be required to pay the cost difference between overhead and the desired underground service. See Service III, M-2.

#### E. Service to a Commercial/Industrial Customer

An extension of 1,000-feet or less shall be made by the Plant Board to any existing single phase distribution line without charge for a commercial or industrial applicant who shall apply for and contract to use service for one year or more, provided such line is of adequate size and capacity to supply the anticipated usage.

With an extension of any distribution line amounts to more than 1,000 feet, the Plant Board shall require the total cost of the excessive footage over 1,000 feet to be deposited with the Plant Board prior to the construction of the extension.

In the event the estimated cost is lower than the actual cost, the difference shall be required from the applicant prior to the commencement of service. In the event the estimated amount is excessive, the excess amount will be refunded to the applicant.

Extensions of poly-phase lines shall be made in conformity with the concepts embodied in Section III. C-1 where economic feasibility shall be demonstrated.

Normal electric service is provided by means of overhead lines and facilities. An applicant desiring underground service shall be required to pay the cost difference between overhead and the desired underground service, See Section III. M-2.

#### F. Service to Subdivision Developments

Applicable to any tract of land which is divided into more than five (5) lots and sold or leased by the owner to consumers for the construction of new residential or commercial structures.

Overhead Service:

An applicant desiring an overhead extension to a new residential or commercial subdivision shall be required to pay the entire cost of such extension prior to its construction.

Underground Service:

An applicant desiring an underground extension to a new residential or commercial subdivision shall be required to pay the entire cost of such extension prior to its construction. The opening and closing of ditches for underground extensions will be the responsibility of the Developer and according to Plant Board Specifications set forth in Section III. M-2.

***The costs of such extensions shall be determined by the Plant Board and shall be the best estimate available based on current costs for labor and material. In the event the estimated cost is low, the excess amount shall be required from the applicant prior to the commencement of service. In the***

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***event the estimated amount is excessive, the excess amount will be refunded to the applicant. The Board reserves the right to determine the size, type and manner of construction of any distribution line extension.***

#### **G. Service to Mobile Home Parks**

In addition to the extension rules applying, the Plant Board will install a maximum of two service drops per transformer to the developer's pole(s) at which point developer installs remaining secondary and meter bases to individual mobile home sites in accordance with appropriate codes and City or County and Plant Board requirements. Plant Board will not maintain the customer's secondary.

#### **H. Service to a Group of Applicants**

An extension of 1,000-feet or less shall be made by the Plant Board to any existing single phase distribution line without charge for each prospective customer who shall apply for and contract to use service for one year or more, provided such line is of adequate size and capacity to supply the anticipated usage.

When an extension of any distribution line to serve a group of applicants amounts to more than 1,000-feet per applicant, the Plant Board shall require the total cost of the excessive footage over 1,000-feet per applicant to be deposited with the Plant Board prior to the construction of the extension.

Normal electric service is provided by means of overhead lines and facilities. A group of applicants desiring underground service shall be required to pay the cost difference between overhead and the desired underground service. See Section III. M-2.

In the event the estimated cost is lower than the actual cost, the difference shall be required from the applicants prior to commencement of service. In the event the estimated amount is excessive, the excess amount will be refunded to the applicants.

#### **I. Service to Apartments**

1. Apartment Building or Duplex – Extensions will be made to single apartment buildings and duplexes in accordance with Section III. D. Service to a Single Residential Customer.

2. Apartment Complex – Extensions will be made to an apartment complex in accordance with Section III. D. Service to a Single Residential Customer.

Apartment buildings are subject to one service drop per building in accordance with National Electric Code Section 230-2. Multiple service drops will be made if the building meets one of the listed exceptions. For metering requirements See Section III. L-1. The maximum meters to be served from a single overhead drop are six (6).



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### **J. Easements**

As a condition precedent to the extension of service, the prospective customer(s) shall provide necessary easements and right-of-ways for Plant Board lines necessary to provide the incident service, and necessary to permit egress from the customer(s) property for the purpose of further extensions of the Plant Board's lines. The Plant Board shall have the right to enter upon the property and perform any necessary maintenance or repairs upon its lines or necessary line extensions. The taking of service by a customer shall constitute sufficient notice and acceptance of all terms and conditions herein set forth.

Easements granted for use by "The Electric and Water Plant Board of the City of Frankfort, Kentucky" assign the permanent right, privilege, authority to construct, reconstruct, operate, repair and main electric lines including the necessary poles, wires, cables, transformers, both overhead and/or underground and appurtenances thereto for conducting and distributing electricity for public and private use.

1. Transmission – power lines whose line to line voltages exceed 34.5 kilovolts. The standard easement width is 50-feet.
2. Distribution
  - a. Overhead – the standard easement width is 25-feet.
  - b. Underground – the standard easement width is 20-feet.
  - c. Secondary – the standard easement width is 12-feet.
3. Subdivision Development – In addition to the normal distribution easement, side lot easement are required and can be noted on the plat as follows: "There is, but not shown, a 6 foot side lot easement on either side of all lots.
4. Restrictions on Use by Others – Property owner may use the easement for parking, pasture, or green space and agrees to keep the easement clear of all trees, buildings, fences and obstacles preventing the Plant Board access to the easement and its property which is placed on the easement.
5. Easement Maintenance – Easements will be maintained by the Plant Board contract tree trimmer and periodically they will enter the easement to trim, cut down, and to keep trimmed and cut down all trees and undergrowth contained within the easement and all dead, weak, leaning or dangerous trees that are tall enough to reach the power line. Secondary lines are trimmed and maintained by the Plant Board on a case by case basis. See Section III.

### **K. Criteria for Changes to Existing Electric Facilities**

1. Relocation – Alteration or relocation of existing facilities of the Plant Board requested by and for the benefit of customers or third parties may be made, at the discretion of the Board provided the requesting or benefiting party shall pay the entire costs associated with such alteration or relocation.



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No such alteration or relocation shall be made in any case if to do so would adversely affect the Plant Board's system.

2. Removal/Abandonment – The Board will remove its facilities if the property owner no longer is an electric customer of the Plant Board and makes a written request for the electric facilities on his property to be removed.

Once the electric facilities have been removed the customer will be charged to replace or reinstall those same facilities. Occasionally the Board will choose to abandon its facilities, normally poles, when it is to the benefit of the Board to do so, or if the customer requests that the poles be abandoned in place.

3. Disconnect/Reconnects – Contractors, electricians, or any other parties are not authorized to make connections to Plant Board facilities, nor are they permitted to disconnect from Plant Board facilities. The cutting of a meter seal, removal of the meter, or any type of alteration, or tampering, of Plant Board facilities, for any reason, is a violation of KRS 514.060 titled, "Theft of Services" and may subject the offender to the penalties as set forth in this statute.

Routine disconnects and reconnects will be scheduled between 7:30 a.m. and 9:00 a.m. on normally scheduled work days.

(a) Disconnects – A temporary or permanent discontinuation of a customers' service per the customer's request.

(1) Disconnects at the Meter – This type of disconnect is normally handled by the Business Office, See Section II. D and S-13.

(2) Disconnects at the Pole – This type of disconnect requires a minimum three working days' notice prior to the date of scheduling the work. Emergency disconnects will be handled as soon as possible. See Section III. S-13 for possible fees.

(3) Large Power Disconnects – Customers may apply for disconnects through Operations. This type of disconnect will normally require a work order and a charge to the customer.

(b) Reconnections – to re-energize an existing service which has been disconnected per a customer's request or which has been disconnected for violations of Plant Board's rules and regulations.

Any change in an existing service is required to have an inspection prior to reconnection. It is the customer's responsibility to arrange for an inspection prior to the service being turned on. Truck rolls to reconnect a service which has not been inspected or is not ready to be turned on will be billed to the customer. See Section III. S-14.

Reconnections will be made during normal working hours unless prior arrangements have been made with Engineering or Operations.

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(c) Inspections and Waivers – Inspections are required for all new services and existing services which have been changed or for services that have been disconnected for more than one hundred twenty (120) days. On overhead services the electrical inspector is responsible for inspecting from the point of attachment. On underground services the electrical inspector is responsible for inspecting from the secondary side of the pad mount transformer.<sup>1</sup>

Waivers may be used to reconnect an existing service that has been damaged by a storm or other acts of nature. This is for emergency type service and will not be used for normal services due to a lack of planning or scheduling of an inspection. If a certificate of compliance is not received within ten (10) working days from the date of reconnection the service will be disconnected.

(4) Alterations to Customer's Premises – In any alteration in a customer's premises which necessitates the relocation of a meter or service equipment in order to maintain its accessibility, the customer shall be required to pay the costs associated therewith.

When a service is significantly altered it shall be considered as a new service for the purpose of any required inspections.

Charges will not be made to a customer for changes to a customer's service which increase the amount of electricity he can consume or a change mutually agreed to by both parties which benefit the Plant Board. Examples of this would be a service upgrade or a change in point of service attachment for accessibility.

A charge will be made to a customer for changes to his service which necessitates immediate action by the Plant Board, resulting from improper notification.

(5) Voltage/Current/Harmonics – The Board makes every effort to provide quality power to its customers. Customer created problems is listed below cannot be tolerated when they affect other customers and Plant Board service equipment. Customers experiencing problems should make a request to the Plant Board for assistance. FEWPB will set recording equipment to isolate the source of the problem. Problems which are related to Plant Board facilities will be repaired at no cost to the customer. The Plant Board will not repair problems associated with customer owned and/or installed equipment. In some instances the customer may be charged for problems it has caused to the Plant Board facilities.

(a) Voltage – The Board makes available to its customers supply voltages as defined by ANSI C84.1-1989 and referred to as "Standard Nominal System Voltages", reference Section III. M for a listing of available voltages. Every effort is made to provide the customer with a service voltage that is within the tolerance set forth by ANSI in terms of a 120 volt base ( $\pm 5\%$ ). The tolerance is a maximum voltage of 126 volts and a minimum voltage of 114 volts. The service voltage is the voltage at the point where the utility conductors connect to the user conductors for voltages 600 volts and below and for voltages above 600 volts at the point of metering (potential transformers).

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<sup>1</sup> Effective 8/1/09

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(b) Current – The Board makes available to its customers 60 Hz alternating current. The Board as a wholesale customer of its supplier is required to maintain a 90% power factor at the metering point. In turn the Board requires its large power customers to maintain a 90% power factor at the metering point. Failure to maintain the required power factor results in a billing penalty. Poor power factors can cause thermal damage to transformers and conductors and may result in additional charges to the customer(s) creating the condition.

(c) Harmonics – Some industrial type loads create distortion because the loads require current that is not a pure sine wave. This distortion may cause harmonics which are higher frequency multiples of the fundamental frequency 60 Hz. The higher frequency components can cause premature transformer failure, neutral overloads, capacitor failure and other disrupted problems for the supplier and other customers.

#### L. Metering

Except for special services, all electric services will be rendered on a metered basis.

Metering equipment is owned by the Plant Board. Any tampering with metering or service equipment or the Plant Board's seals affixed thereto shall subject the offending party to penalties, including possible criminal prosecution and/or permanent discontinuance of service.

Metering equipment, current transformers (CTS) or potential transformers (PT) are not permitted to be installed in the customer's switchgear. All metering equipment is to be located outside the building an accessible by Plant Board personnel.

All meters are read and billed separately; an each metering point shall be regarded as a separate service.

Meter readings taken at separate points may not be combined for the purpose of obtaining a lower rate.

No sub-metering or resale of service is permitted.

##### (1) Secondary Service

(a) Single Phase Meter – Generally this will be a class 200, 240 volt, 3 wire, self-contained watt hour meter installed in a customer provided meter base. The acceptable meter bases are a socket connected "S" type meter base inserted in series with the service entrance cable, reference Section III, L-4. This is applicable for services up to 400 amps. Bolted meter sockets are permitted for 400 amp services with proper notification.

Single phase services exceeding 400 amps are available by special permission and are evaluated on an individual basis.

If permission is granted, these services require a current transformer for metering. On overhead services the CT will be provided by the Plant Board and the electrician will install the CT on the weatherhead and provide a 1-inch rigid metallic conduit to a meter enclosure. On underground services the CT will be installed in the transformer and the electrician will supply

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the conduit (PVC) underground to the meter base with rigid metallic above ground. The maximum allowable distance from the CT to the meter base is 35-feet.

Meter Bases serving multi-family dwellings or multi-business or commercial structures shall be numbered or lettered properly to identify the dwelling unit or business being served.

(b) Three Phase Meter – Services up to and including 200 amps will be metered using a self-contained socket type meter base provided and installed by the customer. Reference Section III, L-4.

Three phase services exceeding 200 amps will require current transformers for metering. On overhead services the CT's will be provided by the Plant Board and the customer will install the CT's on the weatherhead and provide a 1-inch rigid metallic conduit to a meter enclosure. On underground services the CT's will be installed in the transformer and the customer will supply the conduit (PVC) underground to the meter base with rigid metallic above ground. The maximum allowable distance from the CT's to the meter base is 35-feet.

Junction boxes, entrance ells, or any type boxes or connectors permitting access to the enclosed wiring are not permitted between the instrument transformers and the meter. Normally instrument transformers will be installed at the riser on overhead services and at the pad mounted transformer on underground services.

Instrument transformers are not permitted to be installed in a customer's switchgear or any internal cabinets inside the customer's premises.

#### (2) Primary Service

Primary metering is the installation of instrument transformers (current and potential) on supply voltages over 600 volts but less than 34.5 KV. All associated equipment will be furnished and installed by the Plant Board.

Primary metering is used on large industrial loads, single customer services with multiple buildings. Primary metering is installed at the discretion of the Board.

#### (3) Meter Testing

Any customer who thinks their metering equipment is in error may request a test to determine the accuracy of such equipment, provided such request is made no more frequently than once each year, and provided they deposit with the Plant Board an amount to portion of the cost of the tests in accordance with the schedule as listed in Section II. S-15.

If the accuracy of any metering device so tested is within  $\pm 2\%$ , the amount deposited shall be retained by the Plant Board. If the accuracy is outside the specified tolerance, the amount deposited by the customer shall be refunded and an appropriate adjustment to their bill shall be made for the period of time during which the inaccuracy is known to have existed, but in no case to be longer than twelve months.

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#### (4) Meter Bases

Meter bases for measuring secondary service shall be provided and installed by the customer. Acceptable meter bases will have a by-pass switch and an extra lug for grounding to a driven ground rod.

(a) Self Contained – Services for single phase not requiring instrument transformers require a self-contained socket connected “S” type meter base.

(b) Three Phase Metering – Customer shall furnish and install a meter base as follows:

For 120/240 & 120/208 Services	Required Meter base is Milbank 200 amp
	7 terminal, ringless or equivalent.

Services exceeding 200 amps will be metered using a 13 terminal, one piece cover, ringless, with test switch provision meter base, Milbank, Catalog #UC7445-RL or equivalent.

#### M. Type of Service

The Board makes available electric services at 60Hz alternating current at standard voltages listed elsewhere in this section. Normal electric service is provided by means of overhead lines and facilities. However, other types of services may be available and those services are described in the following section.

(1) Overhead Service – Overhead service is the providing of electric with poles, overhead conductors, pole mounted transformers and overhead service drops to a customer’s attachment point.

(2) Underground Service – Underground service is the providing of electric with buried conductors installed in conduit, pad mounted transformers and the customer provides and installs the secondary service from the transformer to the customer’s facility.

(a) Residential Underground Service – The applicant shall be required to pay the cost differential between overhead service and the desired underground service. Such cost differential shall be paid in advance of construction and shall be based upon current estimates for labor and materials. The customer shall provide a ditch from the pole to the transformer in accordance with Plant Board specifications. The customer will provide the underground secondary cables installed in conduit, from the transformer to their facility.

(b) Non-Residential Underground Service – Any commercial or industrial applicant desiring underground service shall be required to pay the cost differential between an overhead and service and the desired underground service. Such cost differential shall be paid in advance of construction and shall be based upon current estimates for labor and materials.

The applicant shall be required to prepare facilities for the acceptance of service in accordance with the following criteria:

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(1) Provide two conduit runs of rigid metallic conduit from approximately 30-feet up the riser pole to the below ground elbows, then PVC conduit from the elbows to the transformer pad. There shall be 42-inches of cover from the top of the conduit to final grade. Conduit on the pole shall be installed with 6-inch standoff brackets spaced one every 10-feet. Conduit shall be concrete encased under all paved areas.

(2) Provide a concrete pad for pad mounted transformer in accordance with Plant Board specifications. The pad drawings may be obtained from Engineering.

(3) Provide 1-inch metering conduit for instrument transformers and meter enclosure.

(4) Provide and install secondary conduit and cable facilities. Plant Board will make connections at the transformer.

(5) Service installations requiring a 1500 kva or larger transformer will be served with two (2) complete and parallel underground circuits.

(6) Provide one (1) duct run of 2" PVC conduit from the pole to a pedestal location adjacent to the transformer pad for communications. The end at the pole shall be turned up with a rigid metallic elbow and capped; the end at the transformer shall be capped, but not turned up. The communications conduit shall be installed in accordance with Section III. P. Joint Use Trenches.

(c) Subdivision Underground Service (Residential & Commercial) – The developer is required to provide certain facilities to receive this type of service which is listed below:

(1) Provide all labor and equipment to dig and backfill a ditch in accordance with Plant Board specifications.

(2) Provide all property pins, easements, remove all obstructions from the area and establish final grade.

(3) Coordinate with the Plant Board and the local telephone provider the proposed plans for the opening of the ditch three weeks (21 days) prior to the beginning of the digging. Provide a contact person responsible for digging the ditch.

(4) Developer's contractor is responsible for facility locates prior to performing any dig operations.

(5) The Plant Board will field stake the project route. Any route deviation must be authorized in writing by Plant Board Engineering.

(6) The Plant Board will provide an employee that will work with the developer's contractor to inspect the ditch and coordinate the work. That employee will have the authority to stop the Plant Board's participation in the project if the ditch provided by the developer does not meet with Plant Board specifications.



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(7) The Plant Board will provide and install all primary cable and associated primary equipment including pad mount transformers, conduit and junctions.

(8) If local ordinance requires street lighting, the developer will provide a trench for street light cabling in accordance with Plant Board specifications.

(9) Ditch Specifications:

i.	Ditch shall be a minimum of 12-inches wide and 48-inches deep. The depth to be measured from the low side of the slope.
ii.	Ditch shall be opened in sections to permit conduit to be installed between termination points.
iii.	Following the installation of the electric conduit, the developer shall provide 12-inches of rock free backfill of either dirt or sand as cover.
iv.	Following the 12-inch rock free backfill, the remaining ditch may be backfilled to existing grade with available material provided it contains no rocks larger than #2.
v.	Rock areas will have a 6-inch cushion of sand or dirt and will require a minimum of 54-inch deep ditch.
vi.	At water line crossings, the ditch shall be dug three feet below the bottom of the water line in a manner to provide a gradual slope of the conduit on both sides of the center line of the water line.

(3) Combination Overhead/Underground Service – A combination service includes both aerial facilities and underground facilities. The following is a listing of the scenarios for this type of service.

(a) Overhead Extension with Pad Mount Transformer – The Plant Board extends overhead facilities to a point from which an underground primary service is installed to a pad mount transformer.

(b) Overhead Extension with Overhead Transformer – The Plant Board extends overhead facilities to a point from which an overhead drop is made to a customer installed pole. The customer takes the secondary service underground to his building.

(c) Overhead Transition to a Secondary Pedestal, Single Phase – The Plant Board will extend secondary service from overhead facilities down the pole to a secondary pedestal. The customer shall provide and install the conduit and underground cable from the building to the pedestal. There is a flat fee of \$475 for this service. Available for single phase service of 200 to 400 amps.

(d) Overhead Transition to a Secondary Pedestal, Three Phase – The Plant Board will extend secondary service from overhead facilities down the pole to a secondary pedestal. The customer shall provide an install the conduit an underground cable from the building to the pedestal. Available for three phase General Service. An in aide to construction fee will be determined by Engineering per applicant.



### SECTION III. ELECTRIC SERVICE

(4) Secondary Service – Secondary service is available as overhead single phase or three phase. The Board does not provide underground secondary service, except as described in Section III. M-3 (c) and (d).

The location of the service entrance shall be determined by the Plant Board and shall be the most suitable and economical location with respect to the Plant Board's distribution lines. A customer desiring a different location shall pay any cost differential associated therewith.

(a) Single Phase – Service is available as three wire 120/240 or 240/480 volts. This service is attached to the customer's facilities at a minimum height of 12-feet and a maximum height of 18-feet above final grade. Service cable height is further governed by the NEC and must meet the minimum clearances of Article 230-24.

(1) Attachment Below Roof Line – Customer must provide minimum 5/8" eyebolt mounted through the wall and anchored to a stud. The location of the eyebolt must conform to NEC Section 230-9 and 230 Section B. Service entrance conductors must extend at least 24-inches from the weatherhead.

(2) Attachment Above Roof Line – Service attachments to the customers' conduit extending through the roof must conform to NEC Article 230-0 and 230 Section B. Conduit shall be a minimum 2.5-inch rigid metallic. Point of attachment on the conduit shall be 6-inches below the weatherhead. Conduit extending more than 4-feet above the roof surface shall be properly guyed to support the service drop pull. Service-entrance conductors must extend at least 24-inches from the weatherhead.

(3) Maximum Span Length for Service Drops – For normal single phase secondary service drops the maximum recommended span distance from the pole to the weatherhead is 100-feet. This assumes proper ground clearance can be maintained throughout the length of the drop.

(b) Three Phase – Service is available as four wire 120/208, 120/240, 277/480, and 240/480 volts. 120/240 and 240/480 volt services are not available for underground installations served from a pad mounted transformer. This service is attached to the customer's facilities at a minimum height of 12-feet and a maximum height of 18-feet above final grade. Service cable height is further governed by the NEC and must meet the minimum clearances of Article 230-24.

(1) Overhead Service – Service attachments are the same for three phase service as for single phase service. Current transformers are furnished by the Plant Board and installed by the customer just below the weatherhead on the conduit riser. CT's shall be installed so the polarity mark is towards the source. Service-entrance cables shall be pulled through the CT's with a minimum of 24-inches of cable remaining.

(2) Underground Service – Underground secondary cables are furnished and installed by the customer. See Section III. M-2 for additional requirements for underground service.

### SECTION III. ELECTRIC SERVICE

(3) New Service Adjacent to an Existing Service – An applicant desiring a new overhead or underground service located adjacent to an existing service is required to take the new service at the same voltage as the existing service. If the applicant elects to take different service voltage it will be at their own expense.

(c) Customer Owned Facilities - The Plant Board will make service drops to customer installed and owned poles in certain situations.

Acceptable poles shall have a minimum length of 20-feet and have been treated with a wood preserver. Five feet of the pole shall be installed in the ground. Customer shall provide a minimum 5/8" eye bolt 6-inches from the top of the pole in the direction of pull. Provide and install a copper ground rod and grounding conductor in accordance with NEC.

The Plant Board will terminate its facilities at the customer's pole, therefore a meter must be installed on the pole and this will be the point of attachment for providing service to the customer. In no case will the Plant Board extend its service from the customer's pole to another point of attachment.

(1) Trailer Service – For a single trailer service the Plant Board will make an overhead service drop to a customer owned and installed pole.

(2) Underground Service – A customer desiring an underground secondary service may install a pole and the Plant Board will make an overhead drop to the pole.

(5) Primary Service – Primary service is available for commercial and industrial customers having multiple service points or large single loads. Primary service is defined as service taken at the medium voltage level (above 600 volts). Available primary voltages are 2400/4160 (only in limited areas). 4800/8320 and 7620/13200. Primary service is provided as follows:

(a) Customer Owned Facilities – All conductors, transformers, and poles as may exist are owned and maintained by the customer. Ownership by the Plant Board terminates at the metering point. The customer may tap his facilities and make his own extensions for his own use.

(b) Plant Board Owned Facilities – All conductors, transformers, and poles as may exist are owned and maintained by the Plant Board.

(c) Extensions are requested by the owner and extended by the Plant Board in accordance with its rules and regulations.

(6) Transmission Service – Large power customers may contract with the Plant Board for transmission service at 69,000 volts. Potential customers may make a written request for transmission service. Engineering will process the request and provide written response explaining the requirements to acquire this service. Each request will be processed on its own merits.

(7) Temporary Service – Temporary electric service for purposes of construction will be provided by the Plant Board provided the applicant shall provide suitable apparatus for accepting temporary service.

## SECTION III. ELECTRIC SERVICE

The Plant Board will extend its facilities to provide temporary service at no charge to the customer, in accordance with its extension policy, if the facilities will be used for permanent service. Otherwise the applicant shall pay the entire costs of the installation and removal of the equipment and devices necessary to render such service. The Plant Board shall refuse to connect any temporary service which is deemed to be unsafe.

### (8) Street Light Service

(a) City of Frankfort – Street light service is available to the City of Frankfort per agreement between the City and Board See Section III. B-5. Street lights will be installed to provide uniform lighting patterns for roadways in the city maintenance system. Requests for additional lighting beyond what is needed to effectively light the area will be at the applicant's expense.

(b) Franklin County – Street lighting service is available to the Franklin County Fiscal Court and will be installed in accordance with Ordinance No. 9, 1992 Series, which states that street lights will be installed at the entrance of new roads into a subdivision at the expense of the developer. Street light requests other than those identified by the previously stated ordinance will be installed at the expense of the Franklin County Fiscal Court, See Section III. B-5.

(c) Others – Street lighting service may be available to other local government and state agencies provided installation charges are paid by the requesting party and a satisfactory agreement can be made for the payment of the monthly energy usage and maintenance.

(9) Security Light Service – Security light service is provided from existing secondary distribution voltage at 120/240 volts with fixture mounted on existing pole. See Section III S-5 for applicable rates. Each light requires a minimum 12-month service term contract.

If no suitable pole exists for mounting the security light, a pole will be set by the Plant Board at cost paid in advance of construction.

(10) Area Lighting – Adjustable/Directional area lighting service is provided from existing overhead secondary distribution with light fixture mounted on existing pole(s). See Section III, S-5 for applicable rates. Each light requires a minimum 12-month service term contract. If no suitable pole(s) exist for mounting the light fixture(s), pole(s) will be set by the Plant Board at cost paid in advance of construction. For underground installations (i.e. parking lots, etc.), the customer must provide all trenching, backfilling, repaving, seeding, sodding, and maintain all conduit.

### **N. External Attachments to Poles**

Any applicant desiring to attach to poles owned by the Plant Board must make application by letter of request to engineering unless they have a joint use contract.

### **SECTION III. ELECTRIC SERVICE**

(1) Companies with Joint Use Contracts – Companies having joint use contracts may make attachments to Plant Board poles in accordance with the stipulations as set forth in the contract.

(2) Communication Companies without Joint Use Contracts – Communication companies attached to or desiring to attach to Plant Board poles not holding a joint use contract may apply for a joint use contract or must comply with the policies set forth in Section III. T-1 Forms.

(3) CATV Companies – Attachments to poles by a CATV company must be in accordance with standard Cable TV attachment Agreement set forth in Section III. T-2 Forms.

(4) Requests by State and Local Governments – The Board has the discretionary power to treat state and local government agencies communication attachments in accordance with the provisions in Section III. N-3 or to approve such attachments on an individual basis.

(5) Requests by Individual Customers – The Plant Board will not permit individual customers to attach customer owned facilities to Plant Board poles.

(6) Transfers – Utilities with joint use contracts will process transfers in accordance with terms of the contract. Others having permission to occupy space on Plant Board poles will process transfer requests within thirty (30) days written notice, at their expense. Transfers not processed within the allotted time are subject to transfer by Plant Board crews and the offending party will be charged for all expenses and be subject to cancellation of the attachment agreement.

#### **O. Tree Maintenance**

(1) New Construction – for new developments Plant Board clear cuts the first 1,000-feet of easement at no cost to the customer. Beyond 1,000-feet the customer pays for the tree cutting. The Plant Board does not remove cuttings: brush, lines, logs, etc.

(2) Transmission Lines – the entire easement is clear cut with the trees on the outside edge of the easement cut back to prevent limbs and falling trees from making contact with the transmission line.

(3) Existing Primary – lines are trimmed on eighteen month cycles. Trimming to a six foot clearance around the conductors. All cuttings are removed and area is cleaned.

(4) Secondary Service Cable – trees around or near secondary services is the customer's responsibility. Customers may request a service disconnect to allow for removal of large limbs or trees overhanging their service. See Section III. K-3.

#### **P. Joint Use Trenches**

Joint use trenches refer to underground installations with a single ditch with more than one utility occupying the same ditch. The Plant Board will use the same trench with Bell South, GTE, Plant Board CATV, Kentucky Utilities, Bluegrass Energy, and Shelby Energy Cooperative. The Plant Board will not occupy the same trench with non-utilities or private firms.

### SECTION III. ELECTRIC SERVICE

Minimum trench size for joint use is 12-inches wide and 48-inches of cover over the bottom power conduits. These dimensions can vary according to the occupants of the trench, acceptable scenarios are as follows:

(1) Power and Communications Vertical Spacing – depth of burial shall be 48-inches of cover for power and 36-inches for communications providing 12-inches of rock free backfill.

(2) Power and Communications Horizontal Spacing – depth of burial shall be 42-inches of cover. The ditch shall have a minimum width of 18-inches to permit a horizontal 12-inches surface to surface separation of power and communications.

(3) Power and Communications in Duct Bank – depth from finish grade to top of duct bank shall be a minimum of 36-inches. Power and communications conduits are installed with spacers maintaining a minimum of 3-inch separation. Entire duct bank is concrete encased with 6-inches of concrete surrounding the top, bottom, and sides.

(4) Power and Communications in manholes, handholes, and vaults – Manholes, handholes and vaults for power and communication use shall be in accordance with the current edition of NESC Section 32 Underground Conduit Systems. Both power and communication can occupy the same underground structure when the following apply:

(a)	Concurrence to all parties concerned.
(b)	Power and Communication cables are racked on opposite walls.
(c)	Crossings are avoided.
(d)	Access is permitted to either without the other being moved.
(e)	Surface to surface clearances must be a minimum of 12-inches.
(f)	Cables are marked as to owner and type

#### Q. Purchase of Power

(1) Kentucky Utilities – per contract dated April 10, 1990 Kentucky Utilities is the supplier of wholesale electric energy to the Board under the terms and conditions set forth in the contract.

The power is delivered as three phase, 60 cycle, and alternating current of a nominal voltage of 69,000 volts at the point of delivery and in the amount of approximately 11,097.6 kilowatts.

(2) PURPA – Title II of the Public Utility Regulatory Policies Act (PURPA) of 1978 required FERC (Federal Energy Regulatory Commission) to adopt rules to encourage cogeneration and small power production by requiring electric utilities to sell electricity to qualifying cogeneration and small power production facilities and purchase electricity from such facilities.

In compliance with PURPA the Board will make available to qualified facilities furnishing less than 100 KW in accordance with the Plant Board's rules and implementation of PURPA relating to the cogeneration and small power production facilities. See Section III. S-11. The Board will also make "Net Metering" available to qualified facilities. See Section III. S-11.

### SECTION III. ELECTRIC SERVICE

(3) SEPA – Per contract executed December 31, 1996, the Southeastern Power Administration (SEPA) supplies electric energy to the Board under the terms and conditions as set forth in the contract.

(4) OTHER – The Board is permitted by law to purchase wholesale electric energy on the open market.

#### R. Emergencies

Emergency service is provided to repair damage to Plant Board facilities resulting from weather related problems, failure of Plant Board owned facilities, damage caused by others to Plant Board facilities or other causes relating in the loss of electric service to the customer.

Customers are directed to call (502) 352-4372 for any emergencies associated with electric service. This number is available 24 hours a day, seven days a week.

#### S. Electric Rates and Charges

(1) Residential Service Class (Rate 10) - Available to any residential customer or single family residential units located within the Plant Board service area who abides by the rules and regulations of the Board.

Applicable for residential use supplied through one meter to each individual unit where the load requirements can be supplied by one transformer having a capacity not to exceed 50 KVA. The capacity of individual motors served under this schedule may not exceed ten (10) horsepower.

Type of service is single phase 120/240 volt, 60 hertz, three wire.

Customer Charge	\$ 10.75 (minimum bill)
Energy Charge of:	\$ 0.009400 per KWH
Power Adjustment Cost (PCA):	See Section III. S-9

(2) General Service Class (Rate 15/18) - Available to any non-residential, commercial, business, or farm within the Plant Board Service area who abides by the rules and regulations of the Plant Board.

Applicable for service supplied through one meter to each individual unit where the load requirements can be supplied by one or more transformers having a capacity not to exceed 50 KVA. This class includes all non- residential customers with an average demand of less than 50 kw. The average will be based on the 12 month period ending May 31st. The classification becomes effective July 1st and remains in effect until evaluated at the end of the next 12 month period and any change made effective the following July 1st.

Type of service is single phase service (Rate 15) with secondary voltages of 120/240 or 240/480 and three phase service (Rate 18) with secondary voltages of 120/240, 120/208, 240/480, and 277/480,

Customer Charge	\$ 18.50
Energy Charge of:	\$ 0.09665 per KWH
Power Adjustment Cost (PCA):	See Section III. S-9



### SECTION III. ELECTRIC SERVICE

(3) Large Power Classes (Rate 20) - Available as single phase secondary voltages of 120/240, 240/480; or three phase secondary voltages of 120/240, 120/208, 240,480, 277/480; or primary voltages of 2400/4160, 4800/8320, 7620/13200, 69,000; to any large power customer, as determined by the Plant Board who shall contract for year-round permanent service, and who abides by the Rules and Regulations of the Plant Board, and who shall provide satisfactory guarantees or contributions to construction to satisfy the expenditure necessary to provide the desire service.

Applicable to a customer whose average monthly demand exceeds 50 kw including customers whose average monthly demand exceeds 1000 kw but whose load factor averages less than 55% monthly. The load factor formula is  $\text{Load Factors} = \frac{\text{KWH}}{\text{KW} \times \text{Days in Month} \times 24 \text{ Hours}}$

$$\text{KW} \times \text{Days in Month} \times 24 \text{ Hours}$$

The average will be calculated based on the 12 month period ended May 31st and used to classify the customer for a 12 month period beginning July 1st. The average will be evaluated annually.

Customer Charge	\$ 75.00
Energy Charge of:	\$ 0.05875 per KWH
Demand Charge of all KW	\$ 12.12 per KW
Power Cost Charge (PCA)	See Section III. S-9

Minimum Charge - shall be \$ 6.00 x 25% of the highest KW in the previous eleven months, but in no case less than 2 KW.

Large Power Class with High Load Factor – (Rate 21)

Applicable to a customer whose average monthly demand exceeds 1000 kw and whose load factor averages 55% or greater on the 12 month base period. The classification base period, effective date, and evaluation period and changes as discussed under Non-High Load Factor applies.

Customer Charge	\$ 225.00
Energy Charge of:	\$ 0.05310
Demand Charge of all KW:	\$ 11.83 per KW
Power Cost Charge (PCA)	See Section III. S-9

Minimum Charge – shall be \$9.50 x 25% of the highest KW in the previous eleven months, but in no case less than 2 KW.

(4) Power Factor Charge - Where the customer's power factor is less than 90%, the Plant Board reserves the right to require the customer to furnish at his or her own expense, suitable corrective equipment to maintain a power factor of 90% or higher. The Plant Board also reserves the right to adjust the maximum measured load for billing purposes when the power factor is less than 90%.

The formula to be used for the adjustment of the maximum KW load when the power factor is below 90% is based on the power factor measured at the time of the maximum load as is as follows:

$$\text{Adjusted KW Load} = \frac{\text{maximum measured KW load} \times 90\%}{\text{Power factor (in percent)}}$$



### SECTION III. ELECTRIC SERVICE

The Plant Board will not be required to measure the customer's power factor more often than once a year but will do so if there is a significant or permanent change in the customer's load. However, the Company reserves the right to install (1) a KVA meter and base the billing KW on the measured KVA times 90%, or (2) metering equipment of a type whereby power factor can be determined for use in the above formula.

#### (5) Security Light and Area Lighting Services -

Security Light Service is provided in accordance with the requirements of Section III. M-9 for Security Lights at the following rates:

100 watt High Pressure Sodium	\$ 9.40 per month
175 watt High Pressure Sodium	\$ 11.28 per month
250 watt High Pressure Sodium	\$ 13.06 per month
400 watt High Pressure Sodium	\$ 14.54 per month
129 watt Light Emitting Diode	\$ 13.06 per month

Area Lighting Service is provided in accordance with the requirements of Section III. M-10 at the following monthly rates.

Directional Fixture Only 250 Watt Metal Halide	\$ 10.08
Directional Fixture Only, 400 Watt HPS	\$ 14.21
Directional Fixture Only, 1000 Watt Metal Halide	\$ 29.15

(6) Municipal (Rate 2/19) - Municipal service rate is available to any municipal owned building, structure, or facility for which service shall be requested by authorized City of Frankfort Officials and City/County Public School System Facilities. Single and three phase service is available at the voltages listed in Section III. M-4(a). Additional voltages may be available subject to negotiations and contract.

Customer Charge	\$16.00
Energy Charge	\$ .08500
Demand Charge	
Power Cost Adjustment Charge (PCA)	See Section III. S-9

(7) Municipal Street Lights (Rate 1) - Municipal street lights are available within the Plant Board Service area presenting an authorized request for street lighting. Mercury and High Pressure Sodium lights are available and additional types maybe available subject to negotiation and contract.

#### A. City of Frankfort:

Applicant shall pay in advance 50% of only the actual cost of materials used in the installation or 50% of the estimated cost of materials. When actual material costs become known additional billing or refund will be immediately made. The remainder of the unpaid total cost of the materials will be billed to the applicant at the end of the Plant Board's Fiscal year in which the installation was made.

### SECTION III. ELECTRIC SERVICE

Rate: One of each type of street light operated by the City shall be metered, and the usage there from shall be multiplied by the number of lights in service to derive energy usage and billed at the municipal rate.

Customer Charge	\$18.50
Energy Charge	\$ 0.08950 per KWH
Power Cost Adjustment Charge (PCA)	See Section III. S-9

#### B. Franklin County:

Applicant shall pay in advance 100% of the labor, equipment, and material cost associated with the installation of a requested street light See Sections III. B-5 & M-8(b).

Rate: One of each type of street light operated by the City shall be metered, and the usage there from shall be multiplied by the number of lights in service to derive energy usage and billed at the municipal rate.

Customer Charge	\$ 18.50
Energy Charge	\$ 0.08950 per KWH
Power Cost Adjustment Charge (PCA)	See Section III. S-9

#### C. Others:

Street Lighting is available per Section III. M-8(c) at a rate to be agreed upon by both parties.

(8) Traffic Signal Lights (Rate 1) - Available as 120/240 vac single phase service to governmental agencies responsible for providing traffic control signal lights

Customer Charge	\$18.50
Energy Charge	\$ 0.09364 per KWH
Power Cost Adjustment Charge (PCA)	See Section III. S-9

(9) **Power Cost Adjustment Charge (PCA)** - In the event the rate under which the Plant Board purchases power at wholesale from its supplier is adjusted in accordance with a fuel cost adjustment provision contained in its wholesale power contract, an amount, sufficient to recover or account for said charge, shall be applied per KWH of sales to Plant Board customers. Such amount shall be stated separately on each bill and shall be designated Power Cost Adjustment (PCA).

(10) CATV and Communication Pole Attachments - This rate is applicable to Telephone companies, State and Local government, and Cable television companies who desire to place facilities on poles owned by the Board for the purpose of transmitting and carrying video, voice, data, or any other type of communications.

Rates:  
Semi-Annual Rental Rate \$ 2.92 per pole  
(Attachments as of June and December)

### SECTION III. ELECTRIC SERVICE

(11) PURPA - The Board will purchase energy from qualified facilities at the same rate that it purchases energy from its wholesale supplier adjusted by the fuel adjustment per KWH, as applied to the Board's purchase from its wholesale supplier for the same period.

For qualified "net metering" facilities. The Board will purchase energy from approved facilities at the retail rate that it sells energy to the customer adjusted by the **Power Cost Adjustment** per KWH, as applied to the Board's purchase from its wholesale supplier for the same period.

#### (12) NET METERING

A. Availability: Available to any customer-generator with a generating facility located on Customer's premises that generates electricity using solar, wind, biomass or biogas, or hydro energy in parallel with Frankfort Plant Board's (FPB) electric distribution system to provide all or part of Customer's electrical requirements. The generation facility shall be limited to a maximum rated capacity of 30 kilowatts. FPB will make this service available to customer-generators on a first-come, first-served basis up to a cumulative capacity of one percent (1%) of the utility's single hour peak load during the previous year.

B. Metering and Billing: Net metering service shall be measured using a single meter or, as determined by FPB, additional meters and shall be measured in accordance with standard metering practices by metering equipment capable of registering power flow in both directions for each time period. This net metering equipment shall be provided without any cost to the Customer. This provision does not relieve Customer's responsibility to pay metering costs embedded in the FPB's approved base rates. Additional meters, requested by Customer, will be provided at Customer's expense. All meter bases, generating equipment and installation (except for the metering equipment) is provided by and at Customer's expense.

If electricity generated by Customer and fed back to FPB's system exceeds the electricity supplied to Customer from the system during a billing period, Customer shall receive a credit for the net delivery on Customer's bill for the succeeding billing periods. Any such unused excess credits will be carried forward and drawn on by Customer as needed. Unused excess credits existing at the time Customer's service is terminated end with Customer's account and are not transferrable between customers or locations. As stated in Section III. S-11, FPB will purchase energy from approved "net metering" facilities at the retail rate that it sells energy to the customer adjusted by the Power Cost Adjustment per KWH, as applied to the Board's purchase from its wholesale supplier for the same period.

#### C. Net Metering Service Interconnection Guidelines:

##### General

Customer shall operate the generating facility in parallel with FPB's system under the following conditions and any other conditions required by FPB where unusual circumstances arise not covered herein:

1. Customer or their representative to operate and maintain all generating facilities on their premises. Such facilities shall include, but not be limited to, necessary control equipment

### SECTION III. ELECTRIC SERVICE

to synchronize frequency, voltage, etc., between Customer's and FPB's system as well as adequate protective equipment between the two systems. Customer's voltage at the point of interconnection will be the same as FPB's system voltage.

2. Customer will be responsible for operating all generating facilities owned by Customer, except as specified hereinafter. Customer will maintain its system in synchronization with FPB's system.

3. Customer will be responsible for any damage done to FPB's equipment due to failure of Customer's control, safety, or other equipment.

4. Customer agrees to inform FPB of any changes it wishes to make to its generating or associated facilities that differ from those initially installed and described to FPB in writing and obtain prior approval from FPB.

5. FPB will have the right to inspect and approve Customer's facilities described herein, and to conduct any tests necessary to determine that such facilities are installed and operating properly; however, FPB will have no obligation to inspect, witness tests, or in any manner be responsible for Customer's facilities or operation thereof. Any tests performed by FPB are done solely for FPB's own use and FPB does not warrant that Customer's system will perform properly. **FPB EXPRESSLY DISCLAIMS ANY TYPE OF WARRANTY INCLUDING ANY EXPRESS OR IMPLIED WARRANTY OR WARRANTY OF MERCHANTABILITY OF FITNESS FOR A PARTICULAR PURPOSE.**

6. Customer assumes all responsibility for the electric service on Customer's premises at and from the point of delivery of electricity from FPB and for the wires and equipment used in connection therewith.

#### Level 1

A Level 1 installation is defined as an inverter-based generator certified as meeting the requirements of Underwriters Laboratories Standard 1741 and meeting the following conditions:

1. The aggregated net metering generation on a radial distribution circuit will not exceed 15% of the line section's most recent one hour peak load. A line section is the smallest part of the primary distribution system the generating facility could remain connected to after operation of any sectionalizing devices.

2. The aggregated net metering generation on a shared singled-phase secondary will not exceed 20 kVA or the nameplate rating of the service transformer.

3. A single-phase net metering generator interconnected on the center tap neutral of a 240 volt service shall not create an imbalance between the two sides of the 240 volt service of more than 20% of the nameplate rating of the service transformer.

4. A net metering generator interconnected to FPB's three-phase, three-wire primary distribution lines, shall appear as a phase-to-phase connection to FPB's primary distribution line.

### SECTION III. ELECTRIC SERVICE

5. A net metering generator interconnected to FPB's three-phase, four-wire primary distribution lines, shall appear as an effectively grounded source to FPB's primary distribution line.

6. A net metering generator will not be connected to an area or spot network.

7. There are no identified violations of the applicable provisions of IEEE 1547, "Standard for Interconnecting Distributed Resources with Electric Power Systems".

8. FPB will not be required to construct any facilities on its own system to accommodate the net metering generator.

Customer desiring a Level 1 interconnection shall submit a "LEVEL 1 - Application for Interconnection and Net Metering." FPB shall notify Customer within 20 business days as to whether the request is approved or, if denied, the reason(s) for denial. If additional information is required, the FPB will notify Customer, and the time between notification and submission of the information shall not be counted towards the 20 business days. Approval is contingent upon an initial inspection and witness test at the discretion of FPB.

#### Level 2

A Level 2 installation is defined as generator that is not inverter-based; that uses equipment not certified as meeting the requirements of Underwriters Laboratories Standard 1741, or that does not meet one or more of the conditions required of a Level 1 net metering generator. A Level 2 Application will be approved if the generating facility meets the FPB's technical interconnection requirements based on IEEE 1547. Customer desiring a Level 2 interconnection shall submit a "LEVEL 2 - Application for Interconnection and Net Metering." FPB shall notify Customer within 30 business days as to whether the request is approved or, if denied, the reason(s) for denial. If additional information is required, the FPB will notify Customer, and the time between notification and submission of the information shall not be counted towards the 30 business days. Approval is contingent upon an initial inspection and witness test at the discretion of FPB.

Customer submitting a "Level 2 - Application for Interconnection and Net Metering" will provide a non-refundable inspection and processing fee of \$100, and in the event that the FPB determines an impact study to be necessary, shall be responsible for any reasonable documented costs for the initial impact study,

Additional studies requested by Customer shall be at Customer's expense.

D. Conditions of Interconnection: Customer may operate their net metering generator in parallel with FPB's system only after the Customer has submitted FPB's written Application for Interconnection and Net Metering and received approval from FPB. Prior to approval from FPB the Customer must show compliance with all applicable tariff regulations and the following conditions:

### SECTION III. ELECTRIC SERVICE

1. Customer or their representative shall install, operate, and maintain, at Customer's sole cost and expense, any control, protective, or other equipment on Customer's system required by FPB's technical interconnection requirements based on IEEE 1547, NEC, accredited testing laboratories, and the manufacturer's suggested practices for safe, efficient and reliable operation of the net metering generating facility in parallel with FPB's system. Customer bears full responsibility for the installation, maintenance and safe operation of the net metering generating facility. Upon reasonable request from FPB, Customer shall demonstrate compliance.

2. Customer shall represent and warrant compliance of the net metering generator with:

- a) Any applicable safety and power standards established by IEEE and accredited testing laboratories;
- b) NEC, as may be revised from time-to-time;
- c) FPB's rules and regulations and Terms and Conditions, as may be revised from time-to-time by FPB;
- d) All other local, state, and federal codes and laws, as may be in effect from time-to-time.

3. Any changes or additions to FPB's system required to accommodate the net metering generator shall be Customer's financial responsibility and FPB shall be reimbursed for such changes or additions prior to construction.

4. Customer shall operate the net metering generator in such a manner as not to cause undue fluctuations in voltage, intermittent load characteristics or otherwise interfere with the operation of FPB's electric system. Customer shall so operate the generating facility in such a manner that no adverse impacts will be produced thereby to the service quality rendered by FPB to any of its other customers or to any electric system interconnected with FPB's electric system.

5. Customer shall be responsible for protecting, at Customer's sole cost and expense, the net metering generating facility from any condition or disturbance on FPB's electric system, including, but not limited to, voltage sags or swells, system faults, outages, loss of a single phase of supply, equipment failures, and lightning or switching surges, except that the FPB shall be responsible for repair of damage caused to the net metering generator resulting solely from the willful misconduct on the part of the FPB.

6. Following the initial testing and inspection of the generating facility and upon reasonable advance notice to Customer, FPB shall have access at reasonable times to the generating facility to perform reasonable on-site inspections to verify that the installation, maintenance and operation of the net metering generator comply with the requirements of this tariff.

7. For Level 1 and 2 generating facilities the Customer shall furnish and install on Customer's side of the point of interconnection a safety disconnect switch which shall be capable of fully disconnecting Customer's net metering generator from FPB's electric service under the full rated conditions of Customer's net metering generator. The external disconnect switch (EDS)



### SECTION III. ELECTRIC SERVICE

shall be located adjacent to FPB's meters or the location of the EDS shall be noted by placing a sticker on the meter, and shall be of the visible break type in a metal enclosure which can be secured by a padlock. If the EDS is not located directly adjacent to the meter, Customer shall be responsible for ensuring the location of the EDS is properly and legibly identified for so long as the net metering generator is operational. The disconnect switch shall be accessible to FPB personnel at all times. FPB may waive the requirement for an external disconnect switch for a net metering generator at its sole discretion, and on a case by case basis.

8. FPB shall have the right and authority at FPB's sole discretion to isolate the generating facility or require the Customer to discontinue operation of the net metering generator if FPB believes that:

- a) continued interconnection and parallel operation of the net metering generator with FPB's electric system creates or contributes (or may create or contribute) to a system emergency on either FPB's or Customer's electric system;
- b) the net metering generator is not in compliance with the requirements of this rate schedule, and the non-compliance adversely affects the safety, reliability or power quality of FPB's electric system; or
- c) the net metering generator interferes with the operation of FPB's electric system.

In non-emergency situations, FPB shall give Customer notice of noncompliance including a description of the specific noncompliance condition and allow Customer a reasonable time to cure the noncompliance prior to isolating the Generating Facilities. In emergency situations, where the FPB is unable to immediately isolate or cause Customer to isolate only the net metering generator, FPB may isolate Customer's entire facility.

9. Customer agrees that, without the prior written permission from FPB, no changes shall be made to the generating facility as initially approved. Increases in net metering generator capacity will require a new "Application for Interconnection and Net Metering" which will be evaluated on the same basis as any other new application. Repair and replacement of existing generating facility components with like components that meet UL 1741 certification requirements for Level 1 facilities and not resulting in increases in net metering generator capacity is allowed without approval.

10. Customer shall, indemnify, defend and hold harmless FPB and its directors, officers, employees, agents, representatives and contractors against and from all loss, claims, actions or suits, including costs and attorney's fees, for or on account of any injury or death of persons or damage to property resulting from, relating to, arising out of, or in connection with Customer or Customer's employees, agents, representatives or contractors in tampering with, repairing, maintaining or operating Customer's net metering generator or any related equipment or any facilities owned by FPB.

The liability of FPB to Customer for injury to person or property shall be limited to the net metering application fee.



### SECTION III. ELECTRIC SERVICE

11. Customer shall maintain general liability insurance coverage (through a standard homeowner's, commercial or other policy) for generating facilities. Customer shall upon request provide FPB with proof of such insurance at the time that application is made for net metering.

12. By entering into an Interconnection Agreement, or by inspection, if any, or by non-rejection, or by approval, or in any other way, FPB does not make any representation or give any warranty, express or implied, warranty of merchantability or fitness for a particular purpose as to the adequacy, safety, compliance with applicable codes or requirements, or as to any other characteristics, of the generating facility equipment, controls, and protective relays and equipment.

13. Customer's generating facility is transferable to other persons or service locations only after notification to the FPB has been made and verification that the installation is in compliance with this tariff. Upon written notification that an approved generating facility is being transferred to another person, customer, or location, the FPB will verify that the installation is in compliance with this tariff and provide written notification to the customer(s) within 20 business days. If the installation is no longer in compliance with this tariff, the FPB will notify Customer in writing and list what must be done to place the facility in compliance.

14. Customer shall retain any and all Energy Credits generated by Customer's generating facilities. Unused excess credits existing at the time Customer's service is terminated end with Customer's account and are not transferrable between customers or locations.

#### E. Definitions:

"Billing period" shall be the time period between the dates on which FPB issues the customer's bills.

"Billing Period Credit" shall be the electricity generated by the customer that flows into the electric system and which exceeds the electricity supplied to the customer from the electric system during any billing period.

F. Terms and Conditions: Except as provided herein, service will be furnished under FPB's Terms and Conditions applicable hereto.

### SECTION III. ELECTRIC SERVICE

#### LEVEL 1 - Application for Interconnection and Net Metering

##### Application for Interconnection and Net Metering

*Use this application form only for a generating facility that is inverter based and certified by a nationally recognized testing laboratory to meet the requirements of UL 1741.*

Submit this Application and ten dollar application fee to:

Frankfort Plant Board, Attn: Chief Electrical Engineer, 305 Hickory Dr. Frankfort, KY 40601

If you have questions regarding this Application or its status, contact FPB at: 502-352-4412

Customer Name: \_\_\_\_\_ Account Number: \_\_\_\_\_

Customer Address: \_\_\_\_\_

Customer Phone No.: \_\_\_\_\_ Customer E-mail Address: \_\_\_\_\_

Project Contact Person: \_\_\_\_\_

Phone No.: \_\_\_\_\_ E-mail Address (Optional): \_\_\_\_\_

Provide names and contact information for other contractors, installers, or engineering firms involved in the design and installation of the generating facilities:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Energy Source: \_\_\_\_\_ Solar \_\_\_\_\_ Wind \_\_\_\_\_ Hydro \_\_\_\_\_ Biogas \_\_\_\_\_ Biomass

Inverter Manufacturer and Model #: \_\_\_\_\_

Inverter Power Rating: \_\_\_\_\_ Inverter Voltage Rating: \_\_\_\_\_

Power Rating of Energy Source (i.e., solar panels, wind turbine): \_\_\_\_\_

Is Battery Storage Used: \_\_\_\_\_ No \_\_\_\_\_ Yes If Yes, Battery Power Rating: \_\_\_\_\_

Attach documentation showing that inverter is certified by a nationally recognized testing laboratory to meet the requirements of UL 1741

Attach site drawing or sketch showing location of Utility's meter, energy source, Utility accessible disconnect switch and inverter.

Attach single line drawing showing all electrical equipment from the Utility's metering location to the energy source including switches, fuses, breakers, panels, transformers, inverters, energy source, wire size, equipment ratings, and transformer connections.

Expected Start-up Date: \_\_\_\_\_

Customer Signature: \_\_\_\_\_ Date: \_\_\_\_\_

### SECTION III. ELECTRIC SERVICE

#### Level 2 - Application for Interconnection and Net Metering

##### Application for Interconnection and Net Metering

Use this application form when a generating facility is not inverter-based or is not certified by a nationally recognized testing laboratory to meet the requirements of UL 1741 or does not meet any of the additional conditions under Level I.

Submit this Application and ten dollar application fee to:

Frankfort Plant Board, Attn: Chief Electrical Engineer, 305 Hickory Dr. Frankfort, KY 40601

If you have questions regarding this Application or its status, contact FPB at: 502-352-4412

Customer Name: \_\_\_\_\_ Account Number: \_\_\_\_\_

Customer Address: \_\_\_\_\_

Customer Phone No.: \_\_\_\_\_ Customer E-mail Address: \_\_\_\_\_

Project Contact Person: \_\_\_\_\_

Phone No.: \_\_\_\_\_ E-mail Address (Optional): \_\_\_\_\_

Provide names and contact information for other contractors, installers, or engineering firms involved in the design and installation of the generating facilities:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Total Generating Capacity of Generating Facility: \_\_\_\_\_

Type of Generator: \_\_\_\_\_ Inverter-Based \_\_\_\_\_ Synchronous \_\_\_\_\_ Induction

Energy Source: \_\_\_\_\_ Solar \_\_\_\_\_ Wind \_\_\_\_\_ Hydro \_\_\_\_\_ Biogas \_\_\_\_\_ Biomass

Adequate documentation and information must be submitted with this application to be considered complete. Typically this should include the following:

1. Single-line diagram of the customer's system showing all electrical equipment from the generator to the point of interconnection with the Utility's distribution system, including generators, transformers, switchgear, switches, breakers, fuses, voltage transformers, current transformers, wire sizes, equipment ratings, and transformer connections.
2. Control drawings for relays and breakers.
3. Site Plans showing the physical location of major equipment.
4. Relevant ratings of equipment. Transformer information should include capacity ratings, voltage ratings, winding arrangements, and impedance.
5. If protective relays are used, settings applicable to the interconnection protection. If programmable relays are used, a description of how the relay is programmed to operate as applicable to interconnection protection.
6. A description of how the generator system will be operated including all modes of operation.
7. For inverters, the manufacturer name, model number, and AC power rating for certified inverters, attach documentation showing that inverter is certified by a nationally recognized testing laboratory to meet the requirements of UL 1741.
8. For synchronous generators, manufacturer and model number, nameplate ratings, and impedance data ( $X_d$ ,  $X_d'$ , &  $X_d''$ ).
9. For induction generators, manufacturer and model number, nameplate ratings, and locked rotor current.

Expected Start-up Date: \_\_\_\_\_

Customer Signature: \_\_\_\_\_ Date: \_\_\_\_\_

### SECTION III. ELECTRIC SERVICE

#### 12. Service Extensions -

(a) Temporary Service – applicant shall pay actual cost for the installation and removal of facilities to provide temporary service, unless such service meets the exceptions in Section III. M-7. Such costs will be an engineered estimate to be adjusted following completion of the project.

(b) Underground – underground costs will be an engineering estimate based on the extension and in accordance with the extension policy in Section III. M-2.

(c) Overhead – an overhead extension less than 1,000 feet will be made without cost providing the extension complies with Section III. C-1 as to feasibility.

(d) Barn, Garage, Signs, Etc. – will be provided service by means of a single secondary service drop at no charge to the customer. Requests for extensions requiring the installation of transformers, poles, and conductors will be made at the expense of the applicant.

(e) Trailer Service – service to a single trailer will be provided service by means of a single secondary service drop, up to 150 ft., at no charge to the customer.

Service requests for line extensions will be made at no cost in accordance with the extension policy in Section III. D provided the trailer installation meetings the following criteria:

- (1) trailer is installed on a poured concrete pad
- (2) applicant has installed an approved septic system
- (3) applicant has connected to a water supply system
- (4) applicant owns the lot where the trailer is installed
- (5) applicant agrees to a one year contract

(f) Extensions that are not feasible – service extensions that are not feasible will be made at the expense of the applicant. In cases which are marginally feasible the applicant will pay the associated costs prior to the taking of service and will be subject to a refund at the end of a one year period provided his consumption is large enough to justify a refund.

13. Disconnects, Reconnects, Changes to Existing Service – The following reconnection charges will be applied by the Plant Board to cover the cost incurred in reconnecting a meter or service when the customer's service has been disconnected for any of the following reasons:

#### Residential and General Service Customers

##### (a) Non-Payment of Bills:

(1)	During Normal Working Hours	\$68.00
(2)	Other Than Normal Working Hours	\$89.00

(b) For violation of the Board's Rules and Regulations after the customer has qualified for and requested that the service be reconnected \$68.00.

### SECTION III. ELECTRIC SERVICE

(c) When service has been temporarily disconnected at the customer's request or for the customer's convenience except as provided in Subpart (d) or (e) \$120.00.

(d) When service has been temporarily disconnected at the customer's request or for the customer's convenience requiring disconnection at the weatherhead or service pole \$120.00.

(e) When service has been temporarily disconnected for purposes of an upgrade at the customer's request :

(i)	During Normal Working Hours	No Charge
(ii)	Other Than Normal Working Hours	\$80.00

(f) Routine connection or reconnection of service for all other reasons after 4:00 p.m. \$159.00

#### Large Power Customers:

(a) Fees for disconnects and reconnects during normal working hours will be billed at actual cost.

(b) Disconnects and reconnects at other than normal working hours will be charged at actual cost.

(c) Disconnects and reconnects requests for major holidays (Christmas, Thanksgiving, etc.) have a set minimum of \$500 plus actual costs for overtime and materials.

(d) Disconnects and reconnects for large power service upgrades during normal working hours will be done at no charge.

(e) Disconnects and reconnects for large power service upgrades at other than normal working hours will be done at actual cost for overtime and materials.

(f) Non-payment of bills \$128.00

(g) For violation of the Board's Rules and Regulations after the customer has qualified for and requested that the service be reconnected \$128.00 plus actual cost.

14. Truck runs for customer problems:

(a)	Utility Responsibility	No charge
(b)	Customer Responsibility	\$120.00

15. Electric Watt Hour Meter Testing Rates: \$121.00

16. Engineering "Make Ready" Expense

(a) Requests from Companies with Joint Use Agreements – There are no charges associated with make ready expense.

### SECTION III. ELECTRIC SERVICE

- (b) Requests from Communication Companies Without Joint Use Agreement:

Preliminary Survey Fee: \$72.00 per pole
(Fee Non-Refundable)
Make Ready Cost:
Actual Construction Cost for labor, equipment and materials

- (c) Requests from CATV Companies:

Preliminary Survey Fee:
\$20.00 per pole or a minimum charge of \$300.00
(Fee Non-Refundable)
Make Ready Cost:
Actual Construction Cost for labor, equipment and materials

17. Pole Rental Fees for CATV with Agreement and Communication Companies without Joint Use Agreement – the six month rental fee is the average cost per pole/anchor that Bell South charges the Plant Board for Cable TV attachments. This semi-annual charge will be paid in advance by CATV Companies and 30 days following the end of the six month period by Communication Companies.

18. Deposit Schedule – Deposit schedules can be found in Section II. General Service Item H. Customer Deposits and Releases.

- a. Non-Residential Customers – Commercial or industrial customers signing for a new service will have to furnish a deposit or bond equal to the cost of forty-five (45) days service.
- b. Security Deposits – Shall bear simple interest per annum based on KRS 278.460, and such interest shall be payable upon termination of service and return of the deposit or at any other time prior thereto as may be determined by the Board.

19. Open Records Commercial Fee Schedule for GIS and Data Base Product and Services.

(This Section moved to Section II, T-1)

20. Open Records Non-Commercial Fee Schedule for GIs, Data Base Product and Services and other Requests.

(This Section moved to Section II. T-1)

21. Other Open Records Requests.

(This Section moved to Section II T-1)

## SECTION III. ELECTRIC SERVICE

### T. FORM #1 Pole Attachment Procedures

PROCEDURES GOVERNING POLE ATTACHMENTS BETWEEN THE PLANT BOARD AND COMMUNICATION COMPANIES NOT HAVING JOINT USE AGREEMENTS WITH THE PLANT BOARD

#### APPLICABILITY

This Tariff applies to Companies who share poles with the Plant Board and have Communication Attachments on Plant Board Poles but have no Joint Use Agreement with the Plant Board.

#### PURPOSE

The purpose of this Tariff is to establish procedures and rates which allow the attachment of both Electric and Communication Facilities to the poles owned by the Plant Board and the poles owned by a Communication Company. Such pole sharing is intended to achieve more economical and efficient operation of both parties' businesses.

#### I. DEFINITIONS

For the purpose of this Tariff, the following terms when used herein, shall have the following meanings:

1.01 ATTACHMENT: Any device, with the exception of buried cable closures that do not have any aerial drop wires terminated in them and ground wire attachments from buried closures when the cable is not attached to the pole now or hereafter fastened to a pole shared by the parties hereto.

1.02 LICENSEE: The party making attachments to the Owner's poles.

1.03 OWNER: The party owning the pole.

1.04 STANDARD SPACE: The following described space on a shared pole for the exclusive use of each party, respectively.

- (a) The uppermost 12 feet for the Plant Board Electric attachments.
- (b) One foot below (a) for the Plant Board's Communication attachments.
- (c) For the Communication Company's attachments, a space of 4-feet below the Plant Board's Electric facilities and/or 1-foot below the Plant Board's Communications attachments to provide at all times the minimum clearance required by the specifications referred to in Section V, and at a sufficient height above the ground to provide the proper vertical clearance for the lowest horizontally run line wires or cable attached in such space.



### SECTION III. ELECTRIC SERVICE

1.05 STANDARD SHARED POLE: A pole which is just tall enough to provide standard space for the respective parties as aforesaid. Specifically, a standard shared pole under this Tariff shall be a 45-foot class 3 wood pole.

1.06 COMMUNICATION ATTACHMENTS: Facilities which transport Analog or Digital Signals.

1.07 ELECTRIC ATTACHMENTS: Facilities which transport Electrical energy.

### II. SCOPE

2.01 This Tariff applies to the Plant Board service area as defined in KRS 96.171 through 96.188 and shall cover all shared poles presently or hereafter erected in the above territory.

### III. PLACING, TRANSFERRING OR REARRANGING ATTACHMENTS

3.01 Whenever either party desires to reserve space on any pole of the other, for any attachments requiring space thereon, not then specifically reserved hereunder for its use, it shall make written application therefore, specifying in such notice the location of the pole in question, and the number and kind of attachments which it desires to place thereon and the character of the circuits to be used. Within ten (10) days after the receipt of such notice, the Owner shall notify the Applicant in writing, whether said pole is among those excluded from shared use under the provisions of Section II. If for any reason the Owner cannot respond in writing in ten (10) days, an oral request for an extension shall be made. Unless so extended, failure to respond within such ten (10) day period shall create a presumption that permission has been granted and the applicant may proceed accordingly. Upon receipt of notice from the Owner that said pole is not of those excluded, and after the completion of any transferring or rearranging which is then required in Section 4.01, the Applicant shall have the right as licensee hereunder to use said space for attachments and circuits of the character specified in said application in accordance with the terms of this Tariff.

3.02 Except as herein otherwise expressly provided, each party shall place, maintain, rearrange, transfer and remove its own attachments, (including any tree trimming or cutting incidental thereto) and place guys to sustain any unbalanced loads due to its attachments, at its own expense and shall at all times perform such work promptly and in such a manner as not to interfere with the service of the other party.

### IV. ERECTING, REPLACING OR RELOCATING POLES

4.01 Whenever any shared pole is used, or any pole about to be used under provisions of this Tariff, is insufficient in size or strength for the existing attachments, and for the proposed immediate additional attachments thereon, the Owner shall promptly replace such pole with a new pole of the necessary size and strength, and make such other changes in the existing pole line in which such pole is included, as the conditions may then require.

4.02 Whenever it is necessary to change the location of a shared pole, by reason of any state, municipal or other governmental requirement, or the requirements of a property owner, the Owner shall, before making such change in location, give notice thereof in writing (except in

### SECTION III. ELECTRIC SERVICE

cases of emergency when verbal notice will be given and subsequently confirmed in writing) to the Licensee, specifying in such notice the time of such proposed relocation, and the Licensee shall, at the time so specified, transfer its attachment to the pole at the new location.

4.03 Whenever either party hereto is about to erect new poles within the territory covered by this Tariff, either as an additional pole line, as an extension of an existing pole line, or as the reconstruction of an existing pole line and such pole facilities are not to be excluded from shared use under the provisions of Section II, it shall notify the other party in writing at least twenty (20) days before beginning the work (shorter notice, including verbal notice subsequently confirmed in writing, may be given in cases of emergency) and shall submit with such notice its plans showing the proposed location and character of the new poles and the character of circuits it will use thereon. The other party shall, within ten (10) days after the receipt of such notice, reply in writing to the party erecting the new poles, stating whether such other party does, or does not, desire space on the said poles, and if it does desire space thereon, the character of the circuits it desires to use and the amount of space it wishes to reserve. After notification that space it desires, the erecting party upon completion will notify the other party in writing that the erection is completed. The other party then has sixty (60) days to transfer the attachments and remove the old poles. If the transfers and old pole disposal process is not completed within sixty (60) days the erecting party will so notify the other party that all work, deadlines, and responses required will be suspended under such time as the other party performs in accordance with the paragraph. Failure to respond within ten (10) days shall create a presumption that no shared use is desired and the proposing party may proceed accordingly. If such other party requests space on the new poles and if the character and number of circuits and attachments are such that the owner does not wish to exclude the poles from shared use under the provision of Section II, then poles suitable for the said shared use shall be erected in accordance with the provisions of paragraphs 4.04 and 4.05 of this Section.

4.04 The costs of erecting new shared poles coming under this Tariff, either as new pole lines, as extensions of existing pole lines or to replace existing poles, shall be borne by the parties as follows:

- a) A standard shared pole, or a joint pole shorter than the standard, shall be erected at the sole expense of the Owner.
- b) A pole taller than the standard, the extra height of which is due wholly to the Owner's requirements, shall be erected at the sole expense of the Owner.
- c) In the case of a pole taller than the standard, the extra height of which is due wholly to the Licensee's requirements, the Licensee shall pay to the Owner a sum equal to the difference between the cost in place of such pole and the cost in place of a standard shared pole, the rest of the cost of erecting such pole to be borne by the Owner.

4.05 When replacing a shared pole carrying terminals of aerial cable, underground connections or transformer equipment, the Owner shall set the replacement pole in such a manner as to allow the Licensee to transfer its attachments with minimum transfer costs. Otherwise, the Owner will reset said pole at no cost to the Licensee.

### SECTION III. ELECTRIC SERVICE

4.06 When due to accidents, storm damage, etc., it is necessary for the Licensee to replace the Owner's pole, in order to immediately restore service to customers or to eliminate a hazardous condition, and the Owner cannot perform the work in time to meet the Licensee's requirements, the Licensee may replace the Owners pole. The Licensee will complete all of its required facility changes or transfers and will secure the old pole to the new pole so the Owner may make its changes or transfer when possible. Under these circumstances, the Licensee will bill the Owner the cost of installing the pole, to include material cost of the pole, labor and overhead cost for placing the pole, plus fifty (50) percent. The Licensee's cost of transferring its facilities and attachments are not billable to the Owner. Owner will continue to own the old pole and be responsible for its disposal, and will immediately assume ownership of the newly placed pole.

### V. SPECIFICATIONS

5.01 Except as otherwise provided in Section 7.02 of Section VII. the shared use of the poles covered by this Tariff shall at all times be in conformity with good industry practice and with the terms and provisions of the National Electrical Safety Code and any other applicable binding orders, statues, ordinances, rules and regulations of any other governmental body.

5.02 If either party places or maintains its facilities not in conformance with Section 5.01, then the other party may give written notice to the nonconforming party to bring its facilities into compliance with this Tariff subject to the limitations contained in Section 5.04. The nonconforming party must bring its facilities into compliance within ninety (90) days of notification.

5.03 Wood poles shall comply with American Standards Association specifications and have a preservative treatment, full length, in accordance with good modern practice at the time of installation.

5.04 It is the intent of this Tariff, that poles having attachments prior to this Tariff, providing that their installation conformed to the specifications referred to in Section V herein at the time the original attachment was made, will not be replaced or attachments rearranged solely to meet the requirements of 1.04(a) and 1.04(b) under Standard Space Allocation or the current specifications referred to in Section 5.01.

### VI. RIGHT OF WAY FOR LICENSEE ATTACHMENTS

6.01 The Owner and the Licensee will cooperate as far as practicable in obtaining Right-of-Ways for both parties on shared poles. However, no guarantee is given by the Owner of permission from property owner, municipalities or others for the use of its poles by the Licensee, and if objection is made thereto and the Licensee is unable to satisfactorily adjust the matter within a reasonable time, the Owner may at any time upon thirty (30) days' notice in writing to the Licensee, require the Licensee to remove its attachments from the poles involved, and the Licensee shall, within thirty (30) days after receipt of said notice remove its attachments from such poles at its sole expense. Should the Licensee fail to remove its attachments as herein provided, the Owner may remove them at the Licensee's expense without any liability whatever for such removal or the manner of making it, for which expense the Licensee shall reimburse the Owner on demand.

## SECTION III. ELECTRIC SERVICE

### VII. MAINTENANCE OF POLES AND ATTACHMENTS

7.01 The Owner shall, at its own expense, maintain its shared poles in a safe and serviceable condition, and in accordance with the specifications set forth in Section V of this Tariff and shall replace, subject to the provisions of Section V, such of said poles as become defective. Except as otherwise provided in Section 7.02 of this Section, each party shall, at its own expense, at all times maintain all of its attachments in accordance with said specifications set forth in Section V and keep them in safe condition and in thorough repair; provided, however, that neither party shall be required to rearrange any cable installed prior to the date of this Tariff, and carried on the street side of any pole, so as to occupy the field side thereof.

7.02 Any existing shared pole construction of the Parties hereto which does not conform to the said specifications shall be brought into conformity therewith by the party in violation in accordance with Section 5.01.

### VIII. ABANDONMENT OF JOINTLY USED POLES

8.01 If the Owner desires at any time to abandon any shared pole, it shall give the Licensee notice in writing to that effect at least thirty (30) days prior to the date on which it intends to abandon such pole. If, at the expiration of said period, the Owner shall have no attachments on such pole but the Licensee shall not have removed all of its attachments there from, such pole shall become the property of the Licensee, and the Licensee shall save the former Owner of such pole from all obligation, liability, damages, cost, expenses or charges incurred thereafter, because of, or arising out of, the presence or condition of such pole of any attachments thereon.

8.02 The Licensee may at any time abandon the use of a shared pole by giving due notice thereof in writing to the Owner and by removing there from any and all attachments it may have thereon.

8.03 The poles so abandoned during any current year shall be excluded from the count of poles occupied at the end of the current year, for determining the amount of adjustment payments, as provided in Section IX.

8.04 Where both parties cease using a shared pole, the last party to remove its facilities from the pole shall be responsible for forthwith removal of the pole from the ground. Should the said last party fail to transfer within thirty (30) days of written notice, then the other party, may remove the pole and bill the expense incurred to the party whose duty it was to remove the pole.

### IX. ADJUSTMENT PAYMENT

9.01 For purposes of this Tariff, Rental Periods will be semi-annually January 1st thru June 30th and July 1st thru December 31st. With the exception of those poles referred to in Section 8.03, any space occupied or reserved by the Licensee during any portion of the Rental Period shall be deemed to have been so occupied or reserved during the Rental Period. The amount of rent (if applicable) shall be computed, billed and paid in accordance with the following sections of this Section IX.

9.02 VOID

## SECTION III. ELECTRIC SERVICE

9.03 The Plant Board hereby establishes the following rate for shared use of its poles by any entity with which a Joint Pole User Agreement is not effective.

The Plant Board shall impose a charge for the shared use of a Plant Board pole in an amount equal to the average aggregate charge per pole (not per attachment) which the Communication Company charges the Plant Board for its occupancy on shared poles owed by the Communication Company.

9.04 Each party shall submit to the other, on or before February 15th and August 15th, a determination of the number of its poles subject to this Tariff on which space was occupied as of the preceding semi-annual period ending June 30th and December 31st respectively. Each such determination shall be deemed correct unless written exception is taken within thirty (30) days receipt. If any such exception cannot be otherwise resolved, a joint inspection of the poles in dispute and records pertaining thereto shall be made. If the parties are not able to resolve such exceptions by the next billing date, the number originally proposed shall be used until such resolution is accomplished, at which time a retroactive adjustment shall be made, if necessary.

9.05 The bills for semi-annual rental shall be rendered each year on or about January 1st and July 1st and shall contain the rental due for the preceding semi-annual period ending June 30th and December 31st respectively. All bills shall be paid within thirty (30) days of receipt.

9.06 The parties agree that the shared pole survey as accomplished by the parties in 1989 and as adjusted each year for new construction will apply until a re-survey/count in 1994/1995 is complete. Adjustments will be made to the semi-annual periods after December 31, 1994 based on the updated Joint Use Survey. This survey will remain applicable for the five years. Every five years a mutually conducted re-survey will be made of shared pole usage.

### X. VOID

### XI. FAILURE TO PERFORM

11.01 If either party fails to perform in accordance with this Tariff, and after failure to perform continues thirty (30) days after notice thereof in writing is given from the other party, the following applies: (a) regarding nonconformance with operational procedures, the conforming party is hereby entitled, without consequence, under this Tariff to delay action on all requests by the non-conforming party for transfer of facilities or pole change outs until the nonconforming party is in compliance; and (b) regarding payment of any Tariff fees and Rental fees, a 10% penalty per month will be assessed the delinquent party for each month the payment is late.

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**T. FORM #2 STANDARD CABLE TELEVISION ATTACHMENT AGREEMENT**

STANDARD CABLE TELEVISION ATTACHMENT AGREEMENT

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_ by and between the \_\_\_\_\_ Frankfort, Kentucky, hereinafter called "Customer" and Frankfort Electric & Water Plant Board of the City of Frankfort, a Kentucky Municipal Instrumentality, hereinafter called "Plant Board."

WITNESSETH:

WHEREAS, the customer proposes to furnish cable television service in the following described area to wit: all areas in Franklin, Woodford and/or Shelby Counties, Kentucky, and will need to erect and maintain aerial cables, wires and associated appliances throughout the area to be served and desires to attached such cables, wires, and appliances to poles of the Plant Board; and,

WHEREAS, the Plant Board is willing to permit, to the extent it may lawfully do so, the attachment of said cables, wires, and appliances to its poles where, in its judgment, such use will not interfere with its electric service requirements and of all other prior licensees using the Plant Board's poles, including consideration of economy and safety, in accordance with the Plant Board's CATV Rental rate and the Rules and Regulations or Terms and Conditions applicable to such service, and this Agreement,

NOW THEREFORE, in consideration of the mutual covenants, terms, and conditions herein contained, the Plant Board and customer hereto do hereby mutually covenant and agree as follows:

1. ATTACHMENT APPLICATIONS AND PERMITS - Before making attachment to any poles or poles of the Plant Board, Customer shall make application and receive a permit therefore on a Form to be supplied by the Plant Board. The information submitted by Customer with the application for a permit shall consist of drawings and associated descriptive matter which shall be adequate in all detail to enable the Plant Board to thoroughly check the proposed installation of Customer. Before the attachments are made, the permit must be approved by the Plant Board; customer shall not build separate pole lines along existing facilities of the Plant Board and shall not place intermediate poles in spans of the Plant Board, unless authorized by the Plant Board in writing. The Plant Board shall have the right to remove unauthorized Customer attachments at Customer's expense after notice to customer.

In the event a pole attachment count does not correspond to the recorded attachment count, customer will pay a back rental fee for any excess attachments. The back rental fee will be double the rate otherwise in effect over the time since the last pole attachment count and shall be payable on demand. No fees or charges shall be made against the customer prior to the effective date of this Agreement.

2. PERMITTED ATTACHMENTS - Customer shall be permitted to make only one bolt attachment for one messenger on tangent poles and two bolt attachments for two messengers on corner poles. A maximum of five individual coaxial cables may be supported by any single



### SECTION III. ELECTRIC SERVICE

messenger if these cables are all attached to the messenger by suitable lashings or bindings, and so that the maximum overall dimension of the resulting cable bundle does not exceed two inches. Any messenger attachment other than the tangent poles must be properly braced with guys and anchors provided by customer to the satisfaction of the Plant Board. the use of existing company anchors for this purpose must be specifically authorized in writing, subject to additional charge, and will not ordinarily be permitted. The use of crossarms or brackets shall not be permitted. In addition to messenger attachments, customer will be permitted one customer amplifier installation per pole and four service drops to be tapped on cable installation per pole and four service drops to be tapped on cable messenger strand and not on pole. Customer power supply installations shall be permitted, but only at pole locations specifically approved by the Plant Board. Any or all of the above are considered one attachment for billing purposes. Any additional attachments desired by Customer will be considered on an individual basis by the Plant Board, and as a separate attachment application.

3. CONSTRUCTION AND MAINTENANCE REQUIREMENTS AND SPECIFICATIONS - Customer's cables, wires, and appliances, in each and every location, shall be erected and maintained in accordance with the requirements and specifications of the National Electrical Safety Code, current edition, and the Plant Board's construction practices, or any amendments or revisions of said code. In the event any of customer's construction does not meet any of the foregoing requirements, customer will correct same in fifteen work days after written notification. The Plant Board may make corrections and bill customer for total costs incurred, if not corrected by customer.

4. MAINTENANCE OF ATTACHMENTS - Customer shall, at its own expense, make and maintain said attachments in safe condition and in thorough repair, and in a manner suitable to the Plant Board and so as not to conflict with the use of said poles by the Plant Board, or by other parties, firms, corporations, governmental units, etc., using said poles, pursuant to any license or permit by Company, or interfere with the working use of facilities thereon or which may, from time to time, be placed thereon. customer shall promptly at any time, at its own expense, upon written notice from the Plant Board, relocate, replace, or renew its facilities placed on said poles, and transfer them to substituted poles, or perform any other work in connection with said facilities that may be required by company but in no case longer than two months after the date of written request. In cases of emergency, however, the Plant Board may arrange to relocate, replace, or renew the facilities placed on said poles by customer, transfer them to substituted poles or perform any other work in connection with said facilities that may be required in the maintenance, replacement, removal, or relocation of said poles, the facilities thereon or which may be placed thereon, or for the service needs of the Plant Board, or its other licensees, and customer shall, on demand, reimburse the Plant Board for the expense thereby incurred.

5. COSTS ASSOCIATED WITH ATTACHMENTS - In the event that any pole or poles of the Plant Board to which customer desires to make attachments are inadequate to support the additional facilities in accordance with the aforesaid specifications, the Plant Board will indicate on the Application and Permit Form the changes necessary to provide adequate poles and the estimated cost thereof to customer and return the Form to customer. If customer still desires to make the attachments, and returns the Form to the Plant Board marked to so indicate, the Plant Board will replace such inadequate poles with suitable poles and customer will, on demand, reimburse the Plant Board for the total cost of pole replacement necessary to accommodate customer attachments, less the salvage value of any pole that is removed, and the expense of

### SECTION III. ELECTRIC SERVICE

transferring Company's facilities from the old to the new poles. Where customer desired attachments can be accommodated on present poles of the Plant Board by rearranging Company's facilities thereon, customer will advance to the Plant Board the expense estimated in completing such re-arrangements. Customer will also, on demand, reimburse the owner or owners of other facilities attached to said poles for any expense incurred by it or them in transferring or rearranging said facilities. In the event customer makes an unauthorized attachment which necessitates rearrangements when discovered, then customer shall pay on demand the expense incurred in completing such rearrangements.

6. MAINTENANCE AND OPERATION OF COMPANY'S FACILITIES - The Plant Board reserves to itself, its successors and assigns, the right to maintain its poles and to operate its facilities thereon in such manner as will, in its own judgment, best enable it to fulfill its electric service requirements, but in accordance with the specifications hereinbefore referred to. The Plant Board shall not be liable to customer for any interruption to service to customer's subscribers or for interference with the operation of the cables, wires, and appliances of customer arising in any manner out of the use of the Plant board's poles hereunder except for negligence of the Plant Board causing such interruption of service to the customer subscribers.

7. EASEMENTS - The customer agrees to secure whatever easement rights are required on private property. The customer must, regardless of the easements received or of its powers as a municipal instrumentality, conform to all requirements of this Agreement with regard to the Plant Board's property. The Plant Board's approval of attachments shall not constitute any representation or warranty by the Plant Board to the customer regarding the customer's right to occupy or use any public or private right-of-way.

8. INSPECTION OF FACILITIES - The Plant Board reserves the right to inspect each new installation of customer on its poles and in the vicinity of its lines or appliances and to make periodic inspections, every two (2) years or more often as plant conditions warrant of the entire plant of customer. Such inspections made or not, shall operate to relieve customer of any responsibility, obligation or liability assumed under this Agreement.

9. RENTALS - Customer shall pay to the Plant Board, for attachments made to poles under this Agreement an annual rental charge per attachment in accordance with the Rental rate adopted by the Plant Board for each year from the 1st of January of each respective year to the following December 31st provided however that should this Agreement be terminated in accordance with the terms of the said Agreement at any time after January 1st of any year and prior to December 31st of that year, the annual rentals will be prorated from January 1st to the date of such termination. The rental payments herein provided for shall be made on a semi-annual basis upon the number of poles on which attachments are being maintained on the first day of December and the first day of June, respectively. This rental charge is subject to change in accordance with the Board's Tariff from time to time.

10. PRECAUTIONS TO AVOID FACILITY DAMAGE - Customer shall exercise precautions to avoid damage to facilities of the Plant Board and of others supported on said poles; and hereby assumes all responsibility for any and all loss for such damage caused by its negligence. Customer shall make an immediate report to the Plant Board of the occurrence of any damage and whereby agrees to reimburse the Plant Board for expense incurred in making repairs due to the customer's negligence.

### SECTION III. ELECTRIC SERVICE

11. INDEMNITIES AND INSURANCE - Customer agrees to defend, indemnify, and save harmless Company from any and all damage, loss, claim, demand, suit, liability, penalty or forfeiture of every kind and nature - including but limited to costs and expenses of defending against the same and payment of any settlement or judgment therefore, by reason of (a) injuries or deaths to persons, (b) damages to or destruction of properties, (c) pollutions, or contaminations of or other adverse effects on the environment or, (d) violations of governmental laws, regulations, or orders whether suffered directly by the Plant Board itself or indirectly by reason of claims, demands, or suits against it by third parties, resulting or alleged to have resulted from acts or omissions of customer, its employees, agents, or other representatives or from their presence on the premises of the Plant Board, either solely or in concurrence with any alleged joint negligence of the Plant Board to the extent that same are the result of the customer.

Customer shall provide and maintain in an Insurance Company(s) authorized to do business in the Commonwealth of Kentucky, the following:

(a) Insurance protection for customer employees to the extent required by the Workmen's Compensation Law of Kentucky, and where same is not applicable or if necessary to provide a defense for company, employer's liability protection (covering both company and customer) for customer employees for no less than \$100,000 per employee.

(b) Public Liability and Business Liability insurance with a minimum limit of \$500,000.00 for each person injured and with a minimum total limit of \$1,000,000.00 for each accident and a minimum limit of \$100,000.00 for property damage for each accident.

(c) Public Liability and Property Damage insurance on all automotive equipment used by customer on job to the extent of the amounts for Public Liability and Property Damage insurance set out in the preceding Paragraph (b).

(d) In the event that work covered by this Agreement includes work to be done in places or areas where the Maritime Laws are in effect, then and in that event additional insurance protection to the limits in Paragraph (b) above for liability arising out of said Maritime Laws.

(e) In the event the work covers fixed wing aircraft, rotor lift, lighter than air aircraft or any other form of aircraft, appropriate insurance will be carried affording protection to the limits prescribed in the preceding Paragraph (b).

(f) In the event the work covers blasting, explosives or operations under- ground, in trenches or other excavations, appropriate insurance will be carried affording protection to the limits prescribed in the preceding Paragraph (b), together with products hazard and completed operations insurance where applicable, affording protection to the limits above prescribed. Customer's liability insurance shall be written to eliminate XCU exclusions. Said insurance is to be kept in force for not less than one year after cancellation of this Agreement.

Before starting work customer shall furnish to the Plant Board a certificate(s) of insurance satisfactory to the Plant Board, evidencing the existence of the insurance required by the above provisions, and this insurance may not be canceled for any cause without sixty (60) days advance written notice being first given the company; provided, that failure of the Plant Board to

### SECTION III. ELECTRIC SERVICE

require customer to furnish any certificate(s) shall not constitute a waiver by company of customer's obligation to maintain insurance as provided herein.

Each policy required hereunder shall contain a contractual endorsement written as follows: "The insurance provided herein shall also be for the benefit of The Electric and Water Plant Board of the City of Frankfort so as to guarantee, within the policy limits, the performance by the named insured of the indemnity provisions of the Cable Television Attachment Agreement between the name insured and The Electric and Water Plant Board of the City of Frankfort. This insurance may not be canceled for any cause without sixty (60) days advance written notice being first given to Kentucky Utilities Company."

12. ATTACHMENT REMOVAL AND NOTICES - Customer may at any time voluntarily remove its attachments from any pole or poles of the Plant Board, but shall immediately give the Plant Board written notice of such removal on a Form to be supplied by the Plant Board. No refund of any rental will be due on account of such voluntary removal.

13. FORBIDDEN USE OF POLES - Prior to the customers' initial attachment, the Plant Board reserves the right due to engineering design requirements to refuse use by customers of certain or specific poles or structures. Upon notice from the Plant Board to customer that the use of any pole or poles is forbidden by Municipal or other public authorities or by property owners, the permit covering the use of such pole or poles shall immediately terminate and customer shall remove its facilities from the affected pole or poles at once. No refund of any rental will be due on account of any removal resulting from such forbidden use.

14. NON-COMPLIANCE - If customer shall fail to comply with any of the provisions of this Agreement or default in any of its obligations under this Agreement and shall fail within thirty (30) days after written notice from the Plant Board to correct such default or non-compliance, the Plant Board may, at its option, forthwith terminate this agreement or the permit covering the poles as to which such default or non-compliance shall have occurred, by giving written notice to customer of said termination. No refund of any rental will be due on account of such termination.

15. BILLING - Bills for expenses and other charges under this Agreement shall be payable within thirty (30) days after presentation. Non-payment of bills shall constitute a default of this Agreement.

16. WAIVERS - Failure to enforce or insist upon compliance with any of the terms or conditions of this Agreement shall not constitute a general waiver or relinquishment of any such terms or conditions, but the same shall be and remain at all times in full force and effect.

17. USE OF PLANT BOARD'S FACILITIES BY OTHERS - Nothing herein contained shall be construed as affecting the rights or privileges previously conferred by the Plant Board, by contract or otherwise, to others, not parties to this Agreement, to use any poles covered by this Agreement; and the Plant Board shall have the right to continue and to extend such rights or privileges. The attachment privileges herein granted shall at all times be subject to such existing contracts and arrangements.

### SECTION III. ELECTRIC SERVICE

18. ASSIGNMENT - Customer shall not assign, transfer or sublet the privileges hereby granted without the prior consent in writing of the Plant Board.
19. PROPERTY RIGHTS - No use, however extended, of the Plant Board poles under this Agreement shall create or vest in customer any ownership or property rights in said poles, but customer shall be and remain a customer only. Nothing herein contained shall be construed to compel the Plant Board to maintain any of said poles for a period longer than demanded by its electric service requirements.
20. FAILURE TO PROCEED - Customer agrees to proceed as expeditiously as practical with the work of providing the television cable service to entire described area as hereinabove set forth. Within ninety (90) days from the date of this Agreement, customer shall make progress reasonably satisfactory to the Plant board in the installation of its facilities or shall demonstrate, to the reasonable satisfaction of the Plant Board, its ability to proceed expeditiously.
21. TERMINATION - Upon termination of the Agreement in accordance with any of its terms, customer shall immediately remove its cables, wires, and appliances from all poles of the Plant Board. If not removed, the Plant Board shall have the right to remove them at the cost and expense of customer.
22. SECURITY - Should the customer fail to pay as and when due any rental charge for attachments due under this contract, and should such failure continue until the due date of the next charge, then the Company shall have the option to require the customer to furnish and the customer agrees to furnish a bond to secure the payment of charges due the Company this contract as follows:
- (a) The amount of the bond shall be \$500.00 for each 100 poles or fraction thereof to which the customer has attached its facilities.
  - (b) Such bond shall contain the provision that it shall not be terminated prior to six (6) months after receipt by the Company of written notice of the desire of the bonding or insurance company to terminate such bond. This six (6) months' termination clause may be waived by the Plant Board if an acceptable replacement bond is received before the six (6) months has ended. Upon receipt of such termination notice, the Plant Board shall request customer to immediately remove its cables, wires and all other facilities from all poles of its facilities from the poles of the Plant Board within thirty (30) days after receipt of such request from the Plant Board, then the Plant Board shall have the right to remove them at the cost and expense of customer and without being liable for any damage to customer's wires, cables, fixtures, or appurtenances. Such bond shall guarantee the payment of any sums which may become due to the Plant Board for rentals, inspections, or work performed for the benefit of the customer under the Agreement, including the removal of attachments upon termination of this Agreement by any of its provisions.
  - (c) The Plant Board in its sole discretion may agree in writing to accept other collateral (such as a cash deposit or an irrevocable bank letter of credit) in substitution for the bond required by this Section 22.
23. NOTICES - Any notice, or request required by this Agreement shall be deemed properly given if mailed, postage prepaid, to Herbbie Bannister, General Manager, Electric and Water



**SECTION III. ELECTRIC SERVICE**

Plant Board of the City of Frankfort, 317 W. Second Street, Frankfort, Kentucky 40601. In the case of the customer, notice should be given to \_\_\_\_\_. The designation of the person to be notified, and/or his address may be changed by the Plant Board of customer at any time, or from time to time, by similar notice.

24. ADJUSTMENTS - Nothing contained herein shall be construed as affecting in any way the right of the Plant Board, and the Plant Board shall at all times, to unilaterally change its rental charges for attachments to poles, other charges as provided for, any rule, regulation, condition, or any other change required. Such change or changes to become effective upon approval of the Commission or applicable regulations or statutes, and shall constitute an amendment to this Agreement.

25. TERM OF AGREEMENT - This Cable Television Attachment Agreement shall become effective upon execution by both parties and shall continue in effect for not less than one (1) year, subject to provision contained in this Agreement. At any time thereafter, the customer may terminate this

Agreement by giving not less than six (6) months prior written notice. Upon termination of this Agreement, customer shall immediately remove its cables, wire, appliances, and all other attachments from all poles of the Plant Board. Unless terminated by either party giving written notice to the other of at least one (1) year prior to the effective date of any termination, this Agreement shall continue from year to year without any notice or action required of either party so long as attachments are maintained by customer.

26. BINDING EFFECT - Subject to the provisions of Section 18 hereof, this Agreement shall extend to and bind the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed the day and year first above written.

ELECTRIC & WATER PLANT BOARD OF  
THE CITY OF FRANKFORT, KENTUCKY

CUSTOMER

\_\_\_\_\_  
CHAIRMAN

\_\_\_\_\_

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DATE



**SECTION III. ELECTRIC SERVICE**

\_\_\_\_\_, 20\_\_

**CABLE ATTACHMENT APPLICATION & PERMIT  
FRANKFORT ELECTRIC & WATER PLANT BOARD**

**APPLICATION:**

In accordance with the terms of the pending or existing Cable Television Attachment Agreement dated \_\_\_\_\_, 20\_\_, Application is hereby made for permission to make attachments to the following poles:

Location \_\_\_\_\_  
(City, County and State)

NUMBERS	CABLE SERVICES AMPLIFIERS	POLE LOCATIONS & REMARKS

\_\_\_\_\_  
(NAME OF CABLE COMPANY) BY \_\_\_\_\_  
TITLE \_\_\_\_\_

**(APPLICANT)  
PERMIT:**

Permit granted \_\_\_\_\_, 20\_\_, subject to Advancement of the following estimated make-ready-cost of \$\_\_\_\_\_ and execution of the Cable TV Attachment Agreement.

Total Poles Requested on this Permit \_\_\_\_\_ Frankfort Electric & Water Plant Board

Permit No. \_\_\_\_\_ BY \_\_\_\_\_  
TITLE \_\_\_\_\_

**UPDATED STATUS OF NUMBER OF POLES ATTACHED**

Previous Number of Poles Attached by Cable Co.	_____	FRANKFORT ELECTRIC & WATER PLANT BOARD
		BY: _____
Number of Poles Added by this Request	_____	Title: _____
New Total	_____	DATE: _____

**SECTION III. ELECTRIC SERVICE**

T. FORM #3

**ELECTRICAL SERVICE DATA**

Work Order No. \_\_\_\_\_

Service Order No. \_\_\_\_\_

Applicable for single of three phase services exceeding 400 amps. Please complete form in its entirety and return along with a site plan and electrical riser plan to:

Engineering Department  
Frankfort Electric and Water Plant Board  
P.O. Box 308  
Frankfort, Kentucky 40602  
(502) 352-4372

Project: \_\_\_\_\_ Location: \_\_\_\_\_

Owner/Developer: \_\_\_\_\_ Phone No. \_\_\_\_\_

Architect/Engineer: \_\_\_\_\_ Phone No. \_\_\_\_\_

Electrical Contractor: \_\_\_\_\_ Phone No. \_\_\_\_\_

Anticipated data for: Temporary Service \_\_\_\_\_

Permanent Service \_\_\_\_\_

Type of Service (Check all that apply):

Overhead \_\_\_\_\_

Single Phase \_\_\_\_\_

Underground \_\_\_\_\_

Three Phase \_\_\_\_\_

Padmount Transformer \_\_\_\_\_

New Service \_\_\_\_\_

Polemount Transformer \_\_\_\_\_

Electric Heat \_\_\_\_\_

Existing Service Upgrade \_\_\_\_\_

Central Air \_\_\_\_\_

Service Entrance Capacity: \_\_\_\_\_ amps

Voltage: \_\_\_\_\_

Total connected horsepower: 1Φ \_\_\_\_\_

3Φ: \_\_\_\_\_

Estimated 15 minute demand in KW:

Summer: \_\_\_\_\_ Winter: \_\_\_\_\_ Power Factor: \_\_\_\_\_

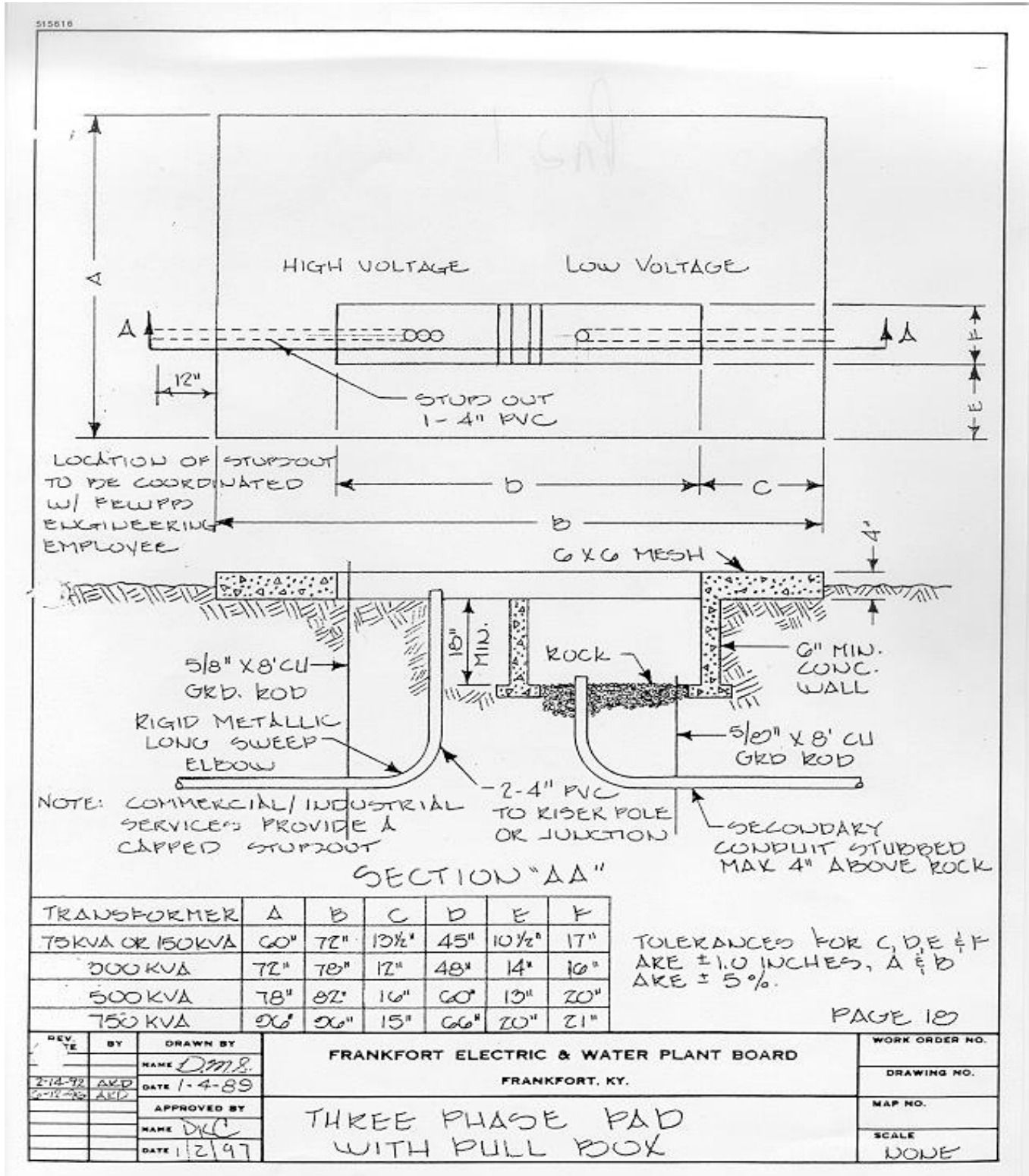
Name of person completing form: \_\_\_\_\_

Title: \_\_\_\_\_ Company: \_\_\_\_\_

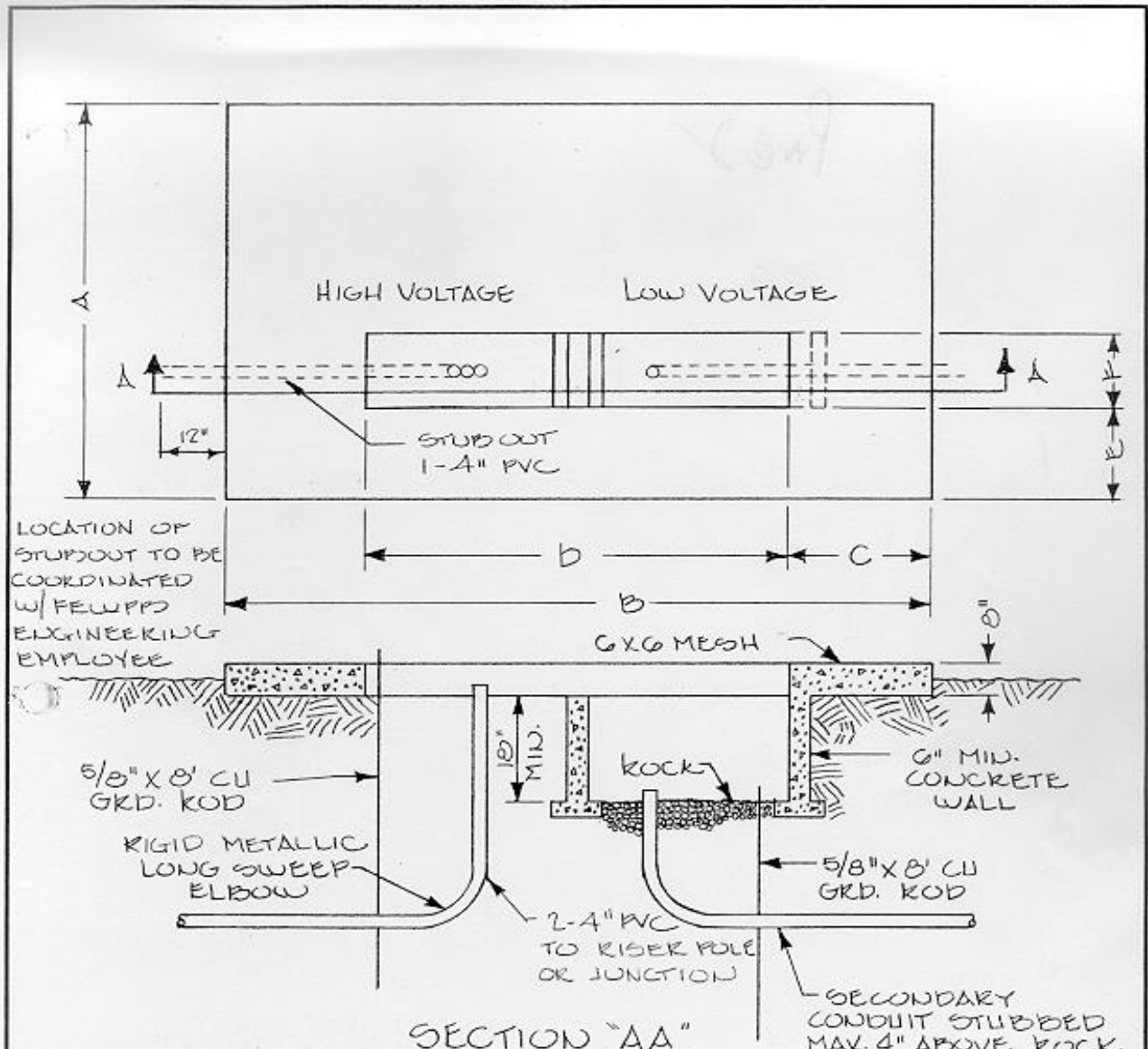
Phone No. \_\_\_\_\_

SECTION III. ELECTRIC SERVICE

FORM #4 TRANSFORMER PAD DRAWING



**SECTION III. ELECTRIC SERVICE**  
**T. FORM #5 TRANSFORMER PAD DRAWING**



SECTION "AA"

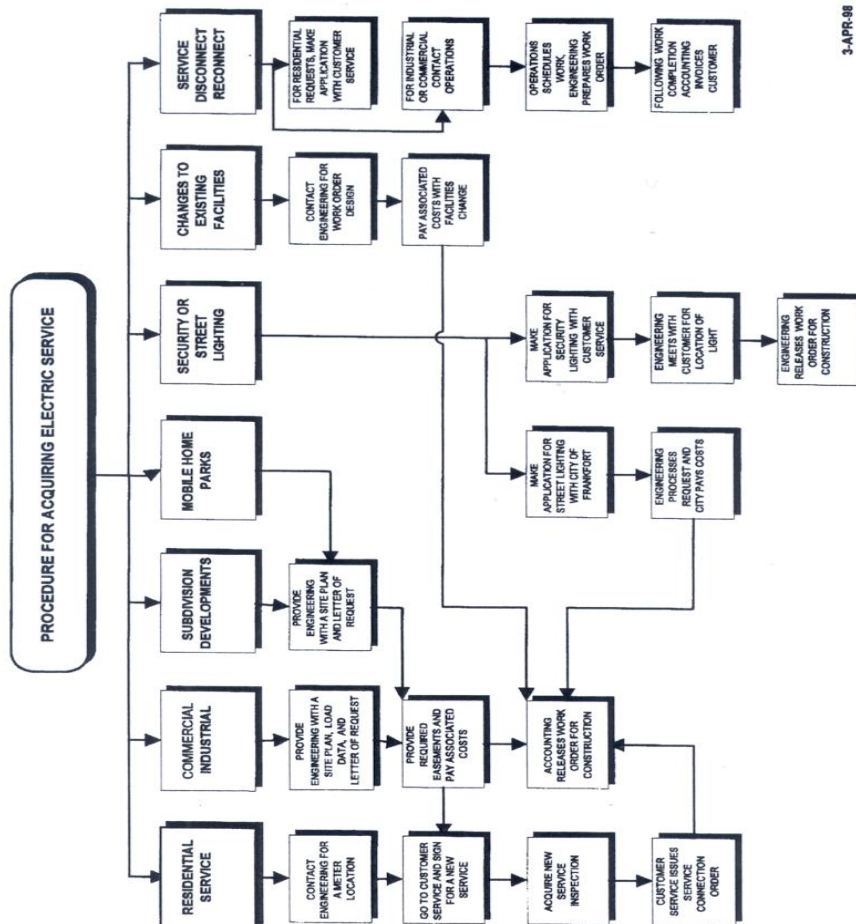
TRANSFORMER	A	B	C	D	E	F
1000 KVA	72"	96"	20"	56"	8"	18"
1500 KVA	84"	96"	7"	72"	9"	20"
2000 KVA	96"	96"	20"	56"	20"	20"
2500 KVA	104"	104"	20"	64"	20"	20"

NOTE: COMMERCIAL/INDUSTRIAL SERVICES PROVIDE A CAPPED STUB-OUT

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REV. 1	BY DMS	DRAWN BY DMS	FRANKFORT ELECTRIC & WATER PLANT BOARD FRANKFORT, KY.	WORK ORDER NO.
10-24-85	DMS	NAME DMS		DRAWING NO.
2-14-92	AKD	DATE 8-24-79	THREE PHASE PAD WITH PULL BOX	MAP NO.
5-2-92	AKD	APPROVED BY		SCALE
6-12-96	AKD	NAME DKC		NONE
12-30-96	AKD	DATE 11/2/97		

# SECTION III. ELECTRIC SERVICE



3-APR-88