

Frankfort City Light And Power Plant

GENERAL TERMS AND CONDITIONS FOR ELECTRIC SERVICE

1. Rate Schedules

A copy of all available Rate Schedules and the General Terms And Conditions For Electric Service is on file with the Indiana Utility Regulatory Commission and is also available at the business office of the Utility.

The Indiana Utility Regulatory Commission has continuing jurisdiction over all available Rate Schedules. Any Rate Schedule may be revised or changed from time to time in the manner prescribed by the Public Service Commission Act of Indiana, or by other applicable laws, and any such changes, when approved by the Indiana Utility Regulatory Commission, will supersede the present Rate Schedule.

The General Terms And Conditions For Electric Service sets forth the conditions under which service is to be rendered, and governs all classes of service to the extent applicable. In case of conflict between any provision of a Rate Schedule and the General Terms and Conditions For Electric Service, the provisions of the Rate Schedule shall prevail.

2. Application Or Contract

A written application or contract may be required by Utility before service will be provided, which, when accepted by Utility, shall constitute the agreement between Utility and Customer. Utility shall have the right to reject any application for the valid reason.

Utility may require a long-term contract commensurate with the size of Customer's load which Utility is obligated to serve and/or the cost to Utility of making service available.

No agent or employee of Utility has the authority to amend, modify, alter or waive any part of the Rate Schedule or any provision included in the General Terms And Conditions For Electric Service.

In written contracts, no promises, agreements or representations of an agent or an employee of Utility shall be binding unless such promises, agreements or representation were incorporated in the contract before its execution and approval.

The benefits and obligations under any contract shall be binding upon the successors and assigns, survivors and executors or administrators, as the case may be, of the original parties for the full term of the contract; provided, however, that no assignment shall be made by Customer without first obtaining Utility's written consent. Utility may require the successor either to execute with Utility an assignment agreement wherein the successor-Customer assumes and agrees to be bound by the original contract, or to execute a new contract for service.

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3. Rate Schedule Selection

A copy of the rates and rules and regulations will be furnished to Customer upon application at the Utility's office. Customer shall designate the rate schedule on which the application or contract shall be based when more than one rate schedule is available for the service requested. Utility will assist Customer in the selection of the rate schedule best adapted to Customer's service requirements, provided, however, that Utility does not assume responsibility for the selection or that Customer will at all times be served under the most favorable rate schedule.

Customer may change the rate schedule selection to another applicable rate schedule at any time by either written notice to Utility and/or by executing a new contract for the rate schedule selected, provided that the application of such subsequent selection shall continue for 12 months before any other selection may be made. In no case will Utility refund any monetary differences between the rate schedule under which service was billed in prior periods and the newly selected rate schedule.

4. Service Deposits

Customers applying for residential service shall be asked to make a service deposit unless Customer can furnish Utility a letter of good payment record from another utility. For all other service Customer's, a service deposit equal to 1/6 of Customer's expected annual billing may be required.

A new or additional deposit may be required from a present Customer who receives disconnect notices for two consecutive months, or any three months in a preceding twelve-month period, or whose service has been disconnected for nonpayment.

Service deposits held for more than six months shall earn simple interest, at the rate established by the Indiana Utility Regulatory Commission, from the date of deposit until service is discontinued or Utility makes a refund of such deposit.

Such service deposit plus accrued interest minus the amount of any unpaid bills shall be returned to Customer upon discontinuance of service for which such deposit was made. For residential Customers, such service deposit plus accrued interest shall be refunded, without request by Customer, upon satisfactory payment by Customer for a period of either 9 successive months, or 10 out of any 12 consecutive months, provided Customer did not make late payments for any two consecutive months.

5. Customer's Installation

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Customer shall install and maintain suitable entrance equipment, switches, and protective devices to afford reasonably adequate protection to Utility's property and system against fault originating beyond the service connection to Customer. Such service connection is the point of the physical connection between Utility's and Customer's facilities beyond which point Customer receives and assumes responsibility and liability for the service rendered.

All such Customer's equipment shall be constructed and maintained subject to approval by the City Building Inspector and in accordance with the National Electric Code, any federal, state or local law, and Utility requirements in effect at the time of installation.

Utility shall have the right to inspect Customer's installation to determine that the use of Customer's equipment will not adversely affect Utility's system or service supplied by Utility to other customers and to refuse to commence service or to continue service when such installation is deemed not to be in good operating condition, but Utility does not under any circumstances assume responsibility in connection with Customer's installation.

6. Rendering And Payment Of Bills

Bills for service will be rendered monthly at intervals of approximately thirty days and will be based on the charges set forth in the rate schedules and are payable at the Office of Utility or to its authorized collection agency.

All bills are rendered as "net" bills which will be subject to a late payment charge of 3% of the net bill when not paid within 17 days following the mailing of the bill. When the due date falls on Sunday or on any legal holiday, the first business day thereafter shall be added to the seventeen day period.

Failure to receive a bill shall not entitle Customer to pay the net bill after the designated date has passed. Upon request, Utility will inform Customer of the approximate date on which Customer should receive the bill each month and, if the bill is lost, Utility will issue a copy of such bill.

When Utility is unable to obtain the reading of a meter after reasonable effort, it may estimate the reading and render a bill, so marked. In the event Utility's meter fails to register properly for any reason, Utility shall estimate Customer's energy use and/or maximum demand during the period of failure based on such factors as Customer's normal load and energy usage during a like corresponding period.

When Utility is required to re-process a check rendered for payment of a Customer's bill due to non-sufficient funds, a handling charge shall be payable at office when check is picked up plus the amount of check in cash.

7. Customer's Request To Discontinue Service

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Customer who has not contracted for service for a specified term may have service discontinued by giving notice at Utility's office of the date on which Customer desires that service be discontinued. Utility will endeavor to obtain the final meter reading on the date Customer specifies in his notice, but shall not be obligated to do so unless Customer's notice provides Utility at least three working days. Customer shall be obligated to pay for service rendered to Customer until the final meter reading is obtained by Utility.

Customer who has contracted for service for a specified time may have service discontinued by giving written notice at Utility's office and agreeing to pay for service used to the date of disconnection. Customer shall also be liable for the minimum charges which would be due Utility for the remaining period of the contract in accordance with the contract provisions.

8. Reconnection Charge

When Utility has discontinued service for nonpayment of a bill, temporary removal of meters, changes in service, or for any other cause, Utility reserves the right to charge Customer an amount for reconnection commensurate with the cost of such reconnection.

9. Service To Be Furnished

When requested by Utility, Customer shall advise Utility fully with respect to the location of the premises where service is desired and to all equipment to be operated.

Utility shall advise Customer concerning the character of service to be supplied, and shall determine the location of the service connection, and the location of the meter.

As the facilities provided by the Utility for supplying service to Customer have definite capacity limitations, Customer shall not make any significant increase in requirements without sufficient advance notice to Utility in order to provide a reasonable time in which Utility may increase the capacity of its facilities. Failure to provide such notice to Utility shall make Customer liable for damages which may be occasioned to the meters or other facilities by overload.

Before Utility will make any changes in its facilities to increase capacity to a Customer, a new application or contract for service may be required by Utility.

10. Predication Of Rates

Utility's rate schedules, except as provided for in items (1), (2), and (3) hereunder, are predicated upon the supply of service to one premises, at one standard voltage, at one service connection and through one meter for the ultimate use by one Customer. Premises as used herein shall mean a distinct portion of real estate on which is located the living quarters for the use of a single family, or the main building or main operation of a commercial or industrial Customer and which may include the

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immediate outlying or adjacent buildings used by the same Customer, provided the use of service in the immediate outlying or adjacent building is supplemental and is similar to the type of service used in the main residence, main building or main operation.

1. When service is supplied to an individual residential dwelling unit primarily for serving one family and where boarders or roomers are accommodated for incidental income, the service will be provided under the residential rate schedule.
2. When service is supplied to a residential dwelling unit where the use is primarily for the accommodations of roomers or boarders, the service will be provided under the commercial rate schedule, unless separate circuits are furnished by Customer to permit Utility to separately meter and bill the residential and commercial use.
3. When the principal use of service supplied to a residential dwelling unit is for residential purposes, but a small amount of energy will be used for nonresidential purposes, such nonresidential use will be permitted only when the equipment for such use is within the capacity of a 120 volt, 30 ampere branch circuit (or is less than 3000 watts capacity) and the nonresidential use is less than the residential use on the premises. When the nonresidential equipment and/or use exceeds the above stated limits, Customer will be required to separate his wiring so that the nonresidential use may be metered separately, and the nonresidential use will be billed under the appropriate nonresidential rate schedule or the entire service will be billed under the appropriate nonresidential rate schedule.

Except for the above stated provisions, when service supplied on one premises involves more than one service classification, or one standard voltage or one service connection, each such service shall be separately metered and billed unless the rate schedule specifically provides for more than one voltage and the combining of the meter readings, or when the service is supplied in such manner for Utility's operating convenience or to meet legal requirements.

11. Extension Of Service

Utility will extend its lines and facilities in accordance with the rules and policies of Utility.

Whenever, in the opinion of Utility, the necessary expenditure to make connection to an applicant for service is not warranted by Utility's estimate of prospective revenues to be derived therefrom, or whenever, in the opinion of Utility, the permanence of the Customer's load is questionable, Utility may require the applicant to make a deposit for line construction or service connection to guarantee Utility the recovery of such expenditure.

12. Utility Equipment On Customer's Premises

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Customer, in entering into an agreement for electric service with Utility, will furnish to Utility a satisfactory location for and provide reasonable and safe access to Utility's meters and other equipment necessary to provide and measure service, and will also furnish to Utility the rights on, over and under Customer's premises necessary to install, operate and maintain Utility's other facilities required to supply service to Customer. Utility reserves the right to make the final decision as to the location of the meter on Customer's premises.

When Customer is not the owner of the premises and/or of the adjacent premises, Customer shall furnish Utility with satisfactory easements for the location of Utility's facilities on the premises and/or on the adjacent premises.

When Utility's transformers, meters, or other facilities are to be installed indoors on Customer's premises, Customer shall furnish without cost to Utility a suitable room or vault for housing the equipment; provided, however, that Utility shall reserve the right to make the final decision as to the location of such room or vault. Such space shall meet the requirements of the National Electrical Code, or any federal, state or city laws or regulations, and of any policies of Utility in effect at the time of the installation.

Utility may change the location of any or all of its facilities upon request of Customer, provided such change will not interfere with or jeopardize Utility's service either to customer requesting the change or to other customers of Utility, and Customer shall be required to bear all or a portion of the expense of such change.

Customer shall provide reasonable protection from loss or damage to Utility property and may be liable to Utility in the event of such loss or damage caused by negligence of Customer or any other agent or employee of Customer.

Customer shall not disconnect, change connections, or otherwise interfere with Utility's meters or other property and shall be responsible to Utility for permitting anyone who is not an agent or employee of Utility to tamper with Utility's property. Customer shall not be permitted to attach or connect any equipment to Utility's facilities without receiving prior approval from Utility.

All facilities installed by Utility shall be and remain the property of Utility and Utility shall operate and maintain such property.

Properly authorized employees or agents of Utility shall have the right to enter upon Customer's premises at all reasonable times for the purpose of meter reading, inspecting, testing, repairing or replacing any or all of Utility's property used in supplying any service to Customer.

Upon termination of a contract or discontinuance of service, Utility shall have the right to remove all of its property from Customer's premises.

13. Metering

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All service supplied by Utility will be measured by meters of standard manufacturers which are owned, installed and maintained by Utility, except under rate schedules in which the charges for service are at a flat rate predicated on a fixed use of Utility's or Customer's equipment such as outdoor lighting, etc.

Meter accuracy and periodic tests for accuracy shall be maintained in accordance with the rules and policies of the Indiana Utility Regulatory Commission.

When a meter is not recording within the limits of accuracy prescribed by such rules, an adjustment to billing s may be made in accordance with such rules.

14. Utility's Right To Discontinue Service

Utility may discontinue service to any Customer without notice for any of the following reasons:

1. When, in the Utility's opinion, a condition exists that is dangerous or hazardous to life, physical safety or property;
2. When emergency repairs must be made to Utility's facilities or system;
3. When there has been tampering with Utility's meters or equipment, or evidence of fraudulent or unauthorized use of energy in such a manner as to circumvent Utility's meter; or
4. When ordered to do so by a court, the Indiana Utility Regulatory Commission, another duly authorized public authority or authorized governmental agency.

Utility may discontinue service to any Customer with reasonable notice for any of the following reasons in accordance with the rules and policies of Utility:

1. When any bill remains unpaid;
2. When planned repairs are to be made to Utility's facilities or system;
3. When Customer denies access by employees of Utility to its meters or other facilities;
4. When Customer uses equipment in such a manner as to adversely affect Utility's system or service supplied by Utility to other customer's; or
5. When Customer fails to comply with the provisions of either the applicable rate schedule, the General Terms And Conditions For Electric Service, or the contract for service.

Discontinuance of service in accordance with the provisions stated above shall not constitute a breach of any obligation of Utility under any contract for service with

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Customer, and Utility shall not in any case be liable to Customer for any damages resulting from such discontinuance of service.

15. Interruption Of Service

Utility will, at all times endeavor to provide regular and uninterrupted service, but does not guarantee against variations in service characteristics, such as frequency, voltage, phase angle, phase balance, momentary outages, loss of neutral and single phasing of three-phase systems, occasioned by acts of God, orders of public authorities, fires, strike, casualty, and necessity for making repairs or replacements of Utility's facilities.

In case the supply of service is interrupted or sustains other variations such as high or low voltage, loss of neutral, single phasing of three-phase service, phase reversals, or trouble resulting from defects in Customer's wiring or other equipment, Utility shall not be liable to Customer for damages or losses resulting from such interruption or variation in service, unless due to the gross negligence of Utility.

Such interruptions or variations shall not constitute a breach of any obligations of Utility under any contract for service with Customer.

Interruption of service caused by failure of equipment installed by Customer on Customer's side of service connection shall not be the responsibility of Utility. When Utility is requested by Customer to assist in the restoration of service, Customer will be billed an amount based on the job "work order" procedure of Utility.

16. Customer's Use Of Service - Resale And Redistribution

Service shall be used by Customer only for the purposes specified in the applicable contract and in accordance with the applicable rate schedule, and no Customer shall resell such service to a third party by sub-metering such service.

Service delivered to a new multi-unit building containing units that are separately rented, leased or owned, shall be individually metered for each such occupied unit except for:

1. Service used in hotels, motels and other similar transient lodging.
2. When Customer proves the cost of purchasing and installing the wiring and equipment necessary for individual metering exceed the long-run benefits resulting from energy conservation and efficient utilization of facilities. In the event master metering is approved by Utility, Customer shall own all equipment necessary to take all service through one service connection.

17. Exclusive Service

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No other electrical service or source of supply shall be used by Customer on the same premises in parallel, or in conjunction with Utility's service, either by means of a throw-over switch, or any other connection except under separate contract specifically providing for reserve, auxiliary, breakdown, standby or co-generation service.

18. Temporary Service

When in the opinion of Utility the use of service will not be of permanent nature, and is other than a routine service connection, Customer may be required to pay (1) the cost of constructing the facilities to service Customer, including labor, materials, stores freight and handling, and overhead, plus (2) the estimated cost of removing said facilities and returning same to Utility storeroom, minus (3) the estimated salvage value of material returned to Utility storeroom.

Service supplied to a temporary service connection will be billed under the applicable rate schedule.

Customer may be required to make a deposit to ensure payment of the charges under the applicable rate schedule.

19. Seasonal Use Of Power Service

Where the nature of Customer's business is seasonal and service is used for a limited period regularly each year, Utility will furnish service to Customer under the following provisions:

1. Utility will furnish for the period required, in accordance with the rate schedule applicable to the type of service supplied, provided that Customer shall pay the cost of connecting and disconnecting the service in accordance with the job "work order" procedure of Utility.
2. Only two connections and two disconnections shall be made in any calendar year and Customer is required to submit a written application to Utility specifying the period or periods of the year when service is required.

20. Point Of Service Connection

A. Overhead Service

The Utility will designate the point at which the overhead service lines will be connected to the Customer's facilities. The Customer's wires at the point of connection with the Utility's lines, shall extend at least three (3) feet beyond the outer end of any conduit, weatherproof fitting, or insulator in order to facilitate this connection.

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Any changes made in the service connection at the Customer's request, after the original installation, shall be done at the Customer's expense.

B. Underground Service

Underground service, whether originating from overhead or underground facilities, is subject to special conditions and policies making it necessary to consult the Utility before wiring or rewiring the premises. When underground service is provided, the Utility will designate the point at which Utility underground lines will be connected to the Customer's facilities.

Any changes made in the service connection at the Customer's request, after the original installation, shall be done at the Customer's expense.

21. Character of Service

The Utility supplies different voltages and types of service in various locations. In all cases, the Utility must be consulted regarding the character of service available at any particular location. Service to any intermittent or highly fluctuating load must be reviewed and approved by the Utility prior to the installation of such equipment.

A. Available Voltages and Transformer Size Limits

Voltage	Transformer Size Limits	Service Availability
Single Phase -	167 KVA	OH
120/240	167 KVA	UG

Voltages listed below are not available at all locations. The Utility must be consulted regarding their availability at any particular location.

When Customer's load requirements are greater than the maximum listed below, the Utility will supply additional facilities at the same location. The Utility shall determine if such facilities are to be considered excess facilities.

Voltage	Transformer Size Limits	Service Availability
Three Phase -	500 KVA	OH
120/208 Volts Wye	500 KVA	UG
Three Phase -	367 KVA	OH
120/240 4 Wire Delta		
Three Phase -		

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240 Volts Delta	500 KVA	OH
Three Phase - 277/480 Volts Wye	500 KVA 2500 KVA	OH UG
Three Phase - 480 Volts Wye or Delta	500 KVA 2500 KVA	OH UG

B. Single Phase

Appliances or devices with a rating of greater than 20 amps shall be connected at 240 volts.

Single phase motors up to but not exceeding 5 horsepower may be connected to a single phase lighting service under the following conditions:

1. Single phase motors not in excess of $\frac{1}{2}$ horsepower may be wound for 120 or 240 volts and may be operated from a branch circuit.
2. Single phase motors over $\frac{1}{2}$ horsepower to 5 horsepower, inclusive, must be wound for 240 volts, be connected across the 240 volt legs of a 120/240 volts, 3 wire service, and be operated from a branch circuit separate from any lighting.
3. Upon approval by the Utility, single phase service will be made available to a Customer supplied phase converter where system conditions permit and where the nameplate rating of the largest three phase motor does not exceed 50 horsepower and where the combined nameplate ratings of all three phase motors does not exceed 75 horsepower.

C. Three Phase

The Utility will supply three phase service for power in accordance with the following general provisions:

1. Installations having a motor load aggregating more than 7 $\frac{1}{2}$ horsepower will ordinarily be supplied with polyphase service unless single phase service is the only service available at the Customer's premises.
2. Installations having a motor load less than that described in 1 above may be supplied with polyphase service if such service can be justified by the Utility based on availability of polyphase facilities, the Customer's present and future loading requirements, and other determinants.
3. The Utility may require the use of such starting or current limiting equipment as may, in its opinion, be necessary for use with any motor or apparatus to

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prevent undue disturbance, unbalance, or voltage fluctuations on its lines.

Electric welders, x-ray devices and similar equipment usually require a separate power supply for satisfactory operation. The Utility should be consulted in every case prior to the installation of such equipment.

4. Electric Furnaces and other heating devices shall be energized in such a manner that the Utility's system will not experience undue disturbances, unbalances, or other voltage fluctuations.

D. Service at Primary Distribution Line Voltages

Voltages listed below are not available at all locations:

Three Phase	2400/4160	Volts Wye
Three Phase	7620/13200	Volts Wye

The Utility Engineering Department must be consulted in each case relative to service availability and transformer size limits.

E. Service at Transmission Line Voltages

Customers may be supplied at the following voltages as determined and specified by the Utility:

Three Phase 69 KV

The Utility Engineering Department must be consulted in each case relative to service availability and transformer size limits.

22. Excess Facilities

The Utility will normally install, in accordance with the provisions of the applicable rate schedule and the General Terms and Conditions for Electric Service, the facilities required to supply electric service to the Customer at one point of delivery, through one meter or metering installations, at one delivery voltage and, where necessary, through one transformation. In the event that the Customer requests from the Utility facilities, hereinafter referred to as "excess facilities", which are in addition to, or in substitution for, the standard facilities which the Utility will normally install, the Utility will provide and install such excess facilities under the following conditions:

1. The type, extent, and location of such excess facilities shall be mutually agreed to by the Utility and the Customer.
2. Such excess facilities shall be and remain the property of the Utility.
3. The Customer shall agree to pay the Utility a monthly excess facilities charge equal to 1.0% of the estimated installed cost of the excess facilities.

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4. In the case where the requested facilities are to be substituted for the facilities normally installed by the Utility and not in addition to, the monthly excess facilities charge shall be equal to 1.0% of the excess cost of the facilities actually installed over the cost of normal facilities.
5. In the event that the excess facilities are abandoned prior to the term of the contract from the date of service is first supplied from such excess facilities, the Customer will pay to the Utility the total cost of installing such excess facilities plus the cost of removal less the estimated salvage.
6. Where such excess facilities are later used in place in serving other Customers of the Utility, the monthly excess facilities charge shall be adjusted to that portion of the excess facilities charge which is reasonably assignable to the Customer.