

Franklin Electric Plant Board
(Herein "Distributor")

RULES AND REGULATIONS
(October 24, 1963, as last amended and approved by
the board of directors on October 13, 2015)

It is the mission of the Franklin Electric Plant Board to provide excellent customer service. In our daily efforts to administer the delivery of electricity to our customers, we rely upon written guidelines to promote fairness and accountability. The following Rules and Regulations are intended to promote the fair and efficient delivery of electric service to everyone within our service area.

1. Application for Service.

(a) Each prospective Customer desiring electric service shall be required to utilize the Distributor's standard application for service and consent to the terms therein as well as all statements and requirements within the Distributor's Rules and Regulations before service is provided. By signing and submitting an application, an Applicant is thereby agreeing to comply with all of the Distributor's Rules and Regulations. If, during the application process, or at a subsequent date, information provided by an Applicant is found by the Distributor to be inconsistent, incorrect, or false, service will be denied upon a written notice by the Distributor pursuant to paragraph 4(d) hereof until any such inaccuracies are corrected and resolved.

(b) Every Applicant and their spouse, if any, shall provide a valid driver's license or valid photo identification card issued by any state or the federal government of the United States. Every Applicant and their spouse, if any, shall also supply a valid social security number or tax identification number. Every Applicant who is a leasee, shall also supply a copy of the applicable lease or rental agreement signed by such an Applicant's landlord. The Distributor will provide a specimen rental form to any Applicant upon request in the event of an oral lease. All personal information regarding any Applicant who is a lessee / renter must be consistent with the attendant

information on the applicable lease or rental agreement. Should an Applicant sublease the property for which service is requested, either in writing or by an oral agreement, in such event such an Applicant shall be responsible for any and all charges and all electric bills that arise from such sublease(s) supplied through such an Applicant's electric service connection.

(c) Should an Applicant apply for financial assistance, such an Applicant shall consent to his, her, or their personal information being released to other governmental agencies for verification of family structure and other matters attendant to such agency's financial assistance program.

(d) Every Applicant for residential electric service at such applicant's primary residence shall be required to verify on their application that the requested electric service shall be for their single-family dwelling (including its appurtenances if served through the same meter), where the major use of electricity is for domestic purposes such as lighting, household appliances, and the personal comfort and convenience of those residing therein. Applicants utilizing electric service for commercial purposes attendant to a residential property are strongly encouraged to obtain a separate meter for such commercial use to avoid electric service for the property being billed at the general power rate.

2. Deposit.

(a) Upon submitting an application for service, each Applicant for residential use shall provide a deposit or suitable guarantee not exceeding twice the highest monthly average bill of the Distributor's residential customers; or such an Applicant may submit to a creditworthiness check whereupon such deposit or guarantee may be waived by the Distributor for Applicants having a favorable credit rating; or such deposit may be reduced by the Distributor regarding Applicants

having a moderately favorable credit rating. All Applicants for residential power service having an unfavorable credit rating shall pay the full deposit amount. The Distributor reserves the right to determine the residential class deposit amounts and credit favorability scores. The attendant deposit amounts for moderately favorable and unfavorable credit ratings will be posted on the Distributor's website and otherwise available upon request at the Distributor's office. Upon submitting an application for general power service, each Applicant shall provide a deposit or suitable guarantee not exceeding twice the highest monthly bill for the subject property during the twelve (12) month period immediately preceding the application date. In the event that electric service is requested by a general power customer for a newly constructed or renovated structure or facility, to the extent that the Distributor lacks consumption records from which to establish such a deposit, the deposit shall be determined by the Distributor using an electric power usage projection provided by such a customer or his, her, or its contractor, or based upon the Distributor's estimate using a comparable structure or facility within its system.

(b) A guarantee, letter of credit, or other security deemed acceptable by the Distributor may be accepted in lieu of a deposit. Upon the written request of any Customer, or at the discretion of the Distributor, a Customer's deposit requirement may be re-evaluated based upon the electricity usage of such a Customer during the twelve (12) month period immediately preceding such re-evaluation date.

(c) Interest will promptly accrue on a deposit held by the Distributor at the interest rate that the Distributor earns on its primary bank account. Upon the written request of any Customer, or at the discretion of the Distributor, each Customer's deposit plus all accrued interest can be applied to such Customer's unpaid bill following any period of twelve (12) consecutive

months wherein no late payment penalties have been charged to such Customer's account and no other violations of these Rules and Regulations have occurred regarding such Customer's account; or otherwise upon termination of electric service pursuant to paragraph fourteen (14) hereof. Each Customer may request the disclosure of such Customer's accrued interest amount three (3) times during any calendar year.

3. Information to Residential and General Rate Consumers.

(a) At the time of applying for service, the Distributor will make its current rate information as well as copies of these Rules and Regulations and its Schedule of Rates and Charges available to each Applicant if requested. These Rules and Regulations and the Schedule of Rates and Charges are likewise available on the Distributor's website, www.franklin-ky.net. Moreover, if requested, the Distributor will provide a copy of these Rules and Regulations to any Customer at the Distributor's primary office during normal business hours one time per calendar year.

(b) The Distributor will provide information regarding rate changes on its website, www.franklin-ky.net, as well as by publishing such notices in the *Franklin Favorite* as long as such newspaper continues in general circulation within the Distributor's service area.

(c) Upon request by any residential or general rate Customer, the Distributor will provide a copy of such Customer's electric consumption data for the twelve (12) month period preceding such a request. Such requests however shall be limited to three (3) times per calendar year.

4. Customer Billing.

(a) Bills will be rendered monthly and shall be paid in full within fifteen (15) days from the date on the bill. Bills that are paid after the due date on the billing statement shall be

subject to an additional late payment charge of five percent (5%). Upon any Customer's in person request made at the Distributor's office during regular business hours, as documented within the Distributor's billing system and signed by such a Customer, such a Customer may, once during any twelve (12) month period, request a seven (7) day extension of the applicable service disconnection date. The service disconnection date for each monthly billing will be twenty-seven (27) days after the day that such bills are mailed. Failure to receive a bill will not release a Customer from the Customer's payment obligations to the Distributor. Should bills not be paid by the specified disconnection date, service may be terminated as explained in paragraph five (5) hereof. Should the due date fall on a weekend or holiday, payment shall be due on the next business day. Payments made after the due date will not be subject to additional charges if its remittance envelope bears the United States Postal Service date stamp of the due date or any prior date.

(b) Service bills shall be paid in United States dollars or their equivalent at the office of the Distributor or by mail to the Distributor, in the form of a bank draft, in cash, by money order; telephonically by phoning 1-866-361-8721; or electronically at the Distributor's website, www.franklin-ky.net. A convenience fee will be charged for telephonic and electronic payments. Payments tendered in any other manner shall not be accepted, including, but not limited to, payments tendered directly to any representative of the Distributor outside of its office.

(c) Billing error corrections, including reimbursements, or additional charges, will be addressed on the applicable Customer's next billing statement.

(d) If payment of any bill is not received by its due date, or upon a Customer's breach of these Rules and Regulations, the Distributor may discontinue service five (5) days after providing a separate written notice by mail to the Customer informing the Customer of the impending electric

service disconnection and informing the Customer of the Distributor's dispute resolution process. The service disconnection date for non-payment is explained in paragraph 4(a) of these Rules and Regulations. Service disconnections for safety reasons may occur without notice within the Distributor's discretion.

(e) A reasonable fee will be charged by the Distributor to the Customer for any Customer's check which is returned to the Distributor for non-payment. Such returned check fee shall be otherwise due and owing by such a Customer to the Distributor according to such Customer's bill.

(f) All unpaid bills, charges, and fees owed by any Customer to the Distributor under these Rules and Regulations may be referred for collection to a third party collection agency and / or legal counsel. All customary and reasonable collection fees, commissions, court costs, collection expenses, and attorneys' fees shall become part of the electric bill for purposes of collection and be otherwise due and owing by such a Customer to the Distributor according to such Customer's bill.

5. Refusal or Termination of Service.

(a) The Distributor may refuse or discontinue electric service for the violation of any of the Distributor's Rules and Regulations or for any failure to pay sums due by a Customer to the Distributor pursuant to these Rules and Regulations or the Distributor's then applicable Schedule of Rates and Charges. The Distributor may also refuse or discontinue electric service to any Consumer for the theft of services or the appearance of theft devices in, on, or about the Customer's property or premises. Electric service may also be refused or discontinued for safety reasons within the Distributor's discretion, or to be compliant with any applicable governmental regulations or safety standards that require disconnection for safety reasons.

(b) There will be a service charge to any Customer for cutting a meter seal or receiving the benefit of cutting a meter seal. Moreover, such a Customer shall be liable to the Distributor for the Distributor's estimated loss of revenue caused by such tampering. Such a Customer's direct involvement in such tampering, or mere receipt of the benefit of such tampering, shall result in that Customer's payment of the attendant charges set forth in these Rules and Regulations. In addition, there will be a charge to any Customer for cutting a meter seal after being disconnected for any reason.

(c) The discontinuance of electric service by the Distributor to any Customer for any reason stated in these Rules and Regulations does not release such a Customer from that Customer's obligation to the Distributor for payment of any attendant minimum bills, assessments, regular usage bills, or other charges and fees as required by these Rules and Regulations or in the Distributor's then applicable Schedule of Rates and Charges.

(d) During times of **extreme weather**, the Distributor will evaluate weather conditions on a daily basis utilizing the National Weather Service website ([www/weather.gov](http://www.weather.gov)) for Franklin, Kentucky, 42134. In the event that the forecast conditions for any subsequent twenty-four (24) hour period are expected to produce a heat index at or above one hundred (100) degrees Fahrenheit or a wind chill at or below thirty-two (32) degrees Fahrenheit, the Distributor will postpone the disconnection of service to residential Customers otherwise scheduled for disconnection due to non-payment. Where disconnection is postponed due to an extreme weather condition, such postponement will not extend beyond the extreme weather condition. As the consequence of extreme weather and upon any Customer's in person request made at the Distributor's office during regular business hours, as documented within the Distributor's billing system and signed by such a Customer, any Customer may, once during any twelve (12) month

period, request a seven (7) day extension of the applicable service disconnection date. The seven (7) day extension set forth within this section is in addition to the similar provision in Section 4(a) hereof.

(e) Upon the Distributor's approval of a **verified dependency upon a life-sustaining electric device** as documented by the Distributor's verification form, disconnection of electric service to the applicable residential rate Customer will be postponed for thirty (30) days from the originally scheduled disconnection date to allow such a Customer time to make payment, or obtain alternative housing or medical care. The Distributor's verification form must be completed by a licensed medical doctor who is the treating physician of the Customer or affected member of the Customer's household. A Customer's treating physician must verify to the Distributor that its disconnection of electric service would effectuate an immediate, life-threatening event for that Customer or other resident within that Customer's household. It is the responsibility of such a Customer to ensure that the attendant verification form has been approved by the Distributor. Dependency upon a life-sustaining electric device does not relieve a Customer of that Customer's obligation to pay for electric service, including late fees incurred, or other applicable charges. If full payment of the past due amount, including all late fees, is not received by the end of the thirty (30) day postponement period, electric service will be discontinued. **A copy of the Distributor's treating physician's verification form of a dependency upon a life-sustaining electric device is attached hereto and incorporated by reference.**

(f) In the event that a Customer's circumstances present an extraordinary situation not otherwise squarely addressed by paragraph five (5) of these Rules and Regulations, the Distributor reserves sufficient discretion to address such an extraordinary situation and to undertake short-term measures to accommodate such a Customer's reasonable needs within however the Distributor's

long term customer service standard whereby all Customers within a rate class are treated consistently and fairly.

6. Dispute Resolution.

(a) Should a Customer wish to question the procedure and / or decision of the Distributor regarding a bill or discontinuing electric service for non-payment, or any other violation of the Distributor's Rules and Regulations, then the following process shall apply:

(i) any Customer may phone the Distributor at 270-586-4441, during regular business hours and speak with a Customer service representative;

(ii) if the matter is not telephonically resolved to the satisfaction of such a Customer, such a Customer may then schedule a meeting with the office manager, general manager, or other representative of the Distributor as determined by it; and

(iii) meetings on disputed accounts will be held by appointment at the Distributor's office during regular business hours, and to avoid disconnection, a meeting concerning a disputed bill must be requested prior to the scheduled termination date.

(b) During the meeting under this provision of the Distributor's Rules and Regulations, a dissatisfied Customer may examine the Distributor's records pertaining to that Customer's electric service. Such a Customer may be accompanied by a representative at the meeting. Such a Customer may provide affidavits, and may present relevant documentation concerning the disputed matter. The Customer requesting the meeting will be promptly notified of the decision of the Distributor, and, upon such a Customer's written request, the Distributor's decision will be provided to the Customer in writing within thirty (30) days after the date of such written request.

7. **Point of Delivery.** The “point of delivery,” is the point, designated by the Distributor, on a Customer’s property or about a Customer’s premises where electric power will be delivered to the attendant dwelling, building, or other improvements on a Customer’s property. All wiring and equipment beyond the point of delivery shall be provided and maintained by each Customer at no expense to the Distributor.

8. **Customer’s Wiring Standards.** All wiring of any Customer must conform to the Distributor’s requirements and accepted modern standards as required by the National Electric Safety Code and the National Electric Code and shall pass inspection by the appropriate governmental Electrical Inspector prior to being energized. The Distributor reserves the right, on a case by case basis, and within the Distributor’s sole discretion, to require a Customer to undertake steps more stringent than the National Electric Safety Code and the National Electric Code in order to promote the safety of the Customer, the Distributor’s representatives, and the general public.

9. **Inspections.** The Distributor shall have the right, but shall not be obligated, to inspect any installation before electricity is supplied, or at any time thereafter, and reserves the right to reject any wiring, equipment, or appurtenances not in compliance with the Distributor’s standards; but such inspection or failure to inspect or reject shall not render the Distributor liable or responsible for any injury, claim, loss, or damage to persons or property resulting from any defects in the installation, wiring, equipment, or appurtenances, or from any violation of the Distributor’s Rules and Regulations, or from accidents, acts of God, or acts of violence which may occur about or upon the Customer’s property or premises. The Distributor further reserves the right to disconnect or refuse electric service to any property or facility it deems to be unsafe and / or not in compliance with the Distributor’s standards or these Rules and Regulations.

10. **Underground Service Lines.** Customers desiring underground service lines from the Distributor's overhead system must bear the excess cost incident thereto. Specifications and terms for such construction will be furnished by the Distributor to such a Customer upon request.

11. **Customer's Responsibility for Distributor's Property.** All meters, service connections, and other equipment furnished by the Distributor shall be, and remain, the property of the Distributor. Each Customer shall provide sufficient space for, and exercise proper care of, the property of the Distributor on that Customer's property or premises; and, in the event of any loss or damage to the Distributor's property arising from the neglect of any Customer to care for such property, such a Customer shall reimburse the Distributor for the cost thereof including the cost of necessary repairs or replacements.

12. **Right of Access and to Clear and Remove Obstructions.**

(a) The Distributor's reasonably identified employees shall have free, open, and unimpeded access to every Customer's premises during emergencies, and at all other reasonable times for the purposes of reading meters, and / or testing, observing, inspecting, maintaining, repairing, removing, replacing, or exchanging any and all power lines, poles, equipment, and appurtenances belonging to the Distributor. Any construction or obstruction created by any Customer impeding the Distributor's access to a meter shall result in such meter being moved to a reasonably convenient location within the Distributor's discretion and at such a Customer's sole expense. Obstructions include, but shall not be limited to, locked gates, dogs, meter enclosures, and / or any and all other obstructions which prevent free and open access to the Customer's meter at all reasonable times and during emergencies. The Distributor shall have the right to remove, trim, or cut any vegetation including, but not limited to, trees, shrubs, vines, and plants, which may interfere

with meter reading or service delivery. The Distributor will require any Customer's removal of non-vegetative obstructions including, but not limited to, vehicles, buildings, towers, cranes, bridges, signs, signals, telephone lines, communication lines, signal lines, TV cable lines, satellite television and / or communication systems, antennae, and other electric lines that have been placed or otherwise situated intentionally or inadvertently to obstruct the Distributor's power lines, poles, equipment, and appurtenances, at such a Customer's sole expense.

(b) The Distributor shall have the absolute right within its sole discretion to remove, trim, or cut any trees, shrubs, vines, and plants, or other vegetation of any kind, situated on or within the Distributor's rights-of-way or otherwise under or about the Distributor's power lines, poles, equipment, and appurtenances, including, but not limited to, pad mounted transformers and switch gear installations, which may cause any interruptions to electric service or impair the Distributor's access for inspections, maintenance, replacements, or repairs. Any obstruction to the free and open access to the Distributor's power lines, poles, meters, equipment, or appurtenances, shall be grounds for termination of electric service.

13. Reconnection and Disconnection Charges and Procedures. The Distributor may establish and collect standard fees to cover the reasonable average reimbursement costs, including its administration of connecting or reconnecting service, or disconnecting service, as provided herein. Greater fees may be established and collected when connections and reconnections are performed after normal office hours or when such special circumstances warrant. Any and all trips by a Distributor's representative to any Customer's meter which are caused by such a Customer, will immediately result in a service call fee becoming a part of such a Customer's bill regardless of whether the electric service was disconnected. A per trip service charge shall be added to a

Customer's bill if it was caused by a Customer failing to pay their bill in a timely fashion, by a Customer tampering with their meter and / or service or simply receiving diverted power from a meter and / or service where tampering occurred, or by a Customer otherwise breaching these Rules and Regulations. This fee shall be otherwise due and owing by such a Customer to the Distributor according to the Customer's bill. In order to receive service after office closure until 9:00 p.m. local time, an additional service charge will be assessed. No reconnections will be made after 9:00 p.m. local time. No reconnections will be handled during weekends or on holidays. All fees for after hours reconnections must be paid by certified funds or cash and deposited in the Distributor's night depository in the presence of a representative of the Distributor.

14. Termination of Account by Customer. Customers who have fulfilled their account terms and wish to discontinue service must submit a written termination request at the Distributor's office in person within a minimum two (2) days preceding the desired disconnection date. Any request to discontinue service prior to the expiration of such a Customer's account term will not relieve such a Customer from any minimum or guaranteed payment under any contract or rate. If any Customer submits a written termination request to the Distributor and subsequently retracts that request, the following will be in effect:

(i) if a Customer's retraction is clearly communicated to the Distributor before a representative is dispatched to perform the disconnection, no additional charges will be billed; or

(ii) if a Customer's retraction is not clearly communicated to the Distributor before a representative is dispatched to perform the disconnection, a service fee for such trip will be charged and become part of such Customer's bill.

15. Service Charges for Temporary Service. Temporary electric service is available within the discretion of the Distributor for periods of ninety (90) days or less, and shall meet the

standards set forth in the National Electric Code and shall pass inspection by the appropriate governmental Electrical Inspector. Customers desiring electric service on a temporary basis shall be required to pay to the Distributor all costs for connection and disconnection incidental to supplying and removing service before temporary electric service is connected and shall pay for such service at the general power rate. This rule shall apply to circuses, carnivals, fairs, construction, and similar events or circumstances and any other short term or temporary endeavors without exception. If, after ninety (90) days, a Customer requires such temporary service for an additional period not exceeding ninety (90) days, such a Customer must submit an additional request to the Distributor and such temporary service must again pass inspection by the appropriate governmental Electrical Inspector. Temporary electric service is not available for an indefinite period of time and may be terminated within the discretion of the Distributor upon its written notice to any temporary service Customer at least five (5) days in advance of such termination date.

16. **Interruption of Service.** The Distributor will use reasonable diligence in supplying power, but shall not be liable for breach of contract or other breach of any duty in the event of loss, injury, or damage to persons or property resulting from interruptions in service, excessive or inadequate voltage, single-phasing, harmonics, spikes, voltage sags, voltage surges, distorted waveshape, undesirable waveshape, power quality problems, or otherwise unsatisfactory service, or for human contact with electrically energized surfaces, lines, and / or equipment, whether or not caused by negligence of the Distributor. The Distributor does not guarantee continuous or uninterrupted service. The Distributor is not liable for, or in any way responsible for, any manufactured product damage or any appliance or wiring damage caused by, or being brought about by, an interruption of service or the presence of any of the conditions listed above.

17. Voltage Fluctuations and Disturbances Caused by a Customer. Electric service must not be used in such a manner as to cause unusual fluctuations, or disturbances including, but not limited to, harmonics, spikes, flicker, voltage sags, voltage surges, distorted waveshape, undesirable waveshape and power quality problems to the Distributor's system. The Distributor may require a Customer, at such Customer's sole expense, to install any suitable apparatus which will reasonably limit such fluctuations.

18. Additional Load. The service connection, transformers, meters, and equipment supplied by the Distributor for each Customer will have a definite capacity, and no addition to the equipment or load connected thereto will be allowed except by the consent of the Distributor. Failure to give notice of additions or changes in load, and to obtain the Distributor's consent for same, shall render such a Customer liable for any damage to any of the Distributor's lines, equipment, or appurtenances caused by the additional or changed installation and constitute grounds for termination of service.

19. Standby and Resale Service. All purchased electric service (other than emergency or standby service) used on the premises of any Customer shall be supplied exclusively by the Distributor, and such a Customer shall not, directly or indirectly, sell, sublet, assign, or otherwise dispose of the electric service or any part thereof.

20. Notice of Trouble. Every Customer shall notify the Distributor immediately should such a Customer's electric service or any attendant matter be unsatisfactory for any reason, or should there be any defects, trouble, or accidents affecting the supply of electricity to such a Customer's property or premises. Such notices, if verbal, must be promptly confirmed in writing.

21. **Non-Standard Service.** Any Customer shall pay the cost of any special installation or retrofit necessary to meet such a Customer's peculiar requirements for service at other than standard voltages, or for the supply of closer voltage regulation than required by standard practices.

22. **Meter Tests.** The Distributor will, at its expense, make periodic tests and inspections of its meters in order to maintain a high standard of accuracy. The Distributor will also make additional tests or inspections of its meters upon the reasonable request of its Customers. If tests made at a Customer's request show that the meter is accurate within two percent (2%), slow or fast, no adjustment will be made to such a Customer's bill, and a testing fee per meter will be charged for the requested test and become part of such a Customer's bill. In the event that any test shows any meter to be in excess of two percent (2%) slow or fast, an adjustment determined by the Distributor for that one (1) month shall be made to such a Customer's bill effective on the date of that Customer's next bill, and the cost of making such a test shall be borne by the Distributor. In the event that any test shows any meter to be over two percent (2%) fast, an adjustment will be made in the form of a credit to such a Customer's next bill. In the event that any test shows any meter to be over two percent (2%) slow, an adjustment amount will be added to such a Customer's bill and become payable at that Customer's next billing date.

23. **Outdoor Lighting Facilities.** Outdoor security lights may be rented from the Distributor pursuant to the terms herein. Rented outdoor security lights shall be installed only on a Distributor owned support. Should any Customer desire to have an outdoor light relocated after installation, such a Customer shall reimburse the Distributor for the total cost of such relocation. This relocation cost will include all reasonably related expenses. All relocation expenses will be included in the next electric bill of such a Customer. In the event an error in billing regarding a security light is

discovered, any reimbursement or additional billing will only be made on such a Customer's next bill and will be retroactive for a period not to exceed 12 months.

24. **Relocation of Facilities.** Any relocation of the Distributor's facilities (other than outdoor lighting facilities addressed under paragraph twenty-three (23) hereof) shall be at the sole discretion of the Distributor. The Distributor may relocate its facilities for the convenience of a Customer only upon advance payment by such a Customer to the Distributor of the estimated relocation expense including, but not limited to, labor, materials, equipment expenses, charges, and taxes or assessments attributable to any requested relocation. In the event such expense estimation is insufficient, such a Customer shall reimburse the Distributor for all additional expenses.

25. **Heat Pump Loan Program.** Any Customer of the Distributor receiving service under the residential rate and who heats or cools their home with electricity or who is converting to electrical heating and cooling, is eligible to participate in the Heat Pump Loan Program being conducted by the Distributor and TVA. Details are available at the Distributor's office upon request.

26. **Scope.** These Rules and Regulations are part of all written or verbal accounts for receiving electric service from the Distributor, and apply to all related services rendered by the Distributor, whether the service is based upon contract, agreement, signed application, or otherwise.

27. **Revisions.** These Rules and Regulations may be revised, amended, supplemented, or otherwise changed from time to time, without notice. Such changes shall become effective when published on the Distributor's website and shall have the same force and effect as the present Rules and Regulations.

28. **Conflict.** In case of a conflict between any provision of any rate schedule and these Rules and Regulations, such rate schedule shall apply.

29. **Job Installation Charge and Minimum Bill for General Rate Customers.** The Distributor may establish a charge of one and one-half percent (1.5%) per month of its total job installation cost for the life of an installation for general rate Customers. In addition, the Distributor may establish a minimum monthly bill for electric service demand pursuant to the Distributor's then applicable Schedule of Rates and Charges.

30. **Interpretation and Application of Electrical Codes.** With respect to any Customer, the Distributor reserves the right to require and impose codes and standards more restrictive than the National Electrical Safety Code and / or the National Electrical Code. The Distributor shall have final and absolute discretion with regard to the interpretation and application of any and all electrical codes of any type, with the intent of promoting the safety of its Customers, its representatives, and of the general public.

TREATING PHYSICIAN'S VERIFICATION TO THE
FRANKLIN ELECTRIC PLANT BOARD OF PATIENT / ELECTRIC CUSTOMER'S
DEPENDENCY UPON LIFE-SUSTAINING ELECTRIC DEVICE

If this form is not legibly completed in its entirety, it cannot be processed and approved.

ELECTRIC CUSTOMER'S PRINTED NAME: _____

PATIENT'S PRINTED NAME (if different from customer): _____

ELECTRIC CUSTOMER'S PRINTED ADDRESS: _____

Patient's / Electric Customer's Authorization for Physician to Release Information

My treating physician is hereby authorized to disclose to the Franklin Electric Plant Board any and all information concerning my health care. I hereby waive all confidentiality privileges that I may be afforded by my treating physician and hereby specifically authorize the release of the information requested in this form to the Franklin Electric Plant Board for the purpose of verifying my dependency upon a life-sustaining electric device. I hereby further release my treating physician, and all other related persons or entities from all claims regarding all privacy rights that I have attendant to this authorization. Moreover, I hereby waive any and all local, state, and federal statutory or other legal rights that I may have to privacy regarding my medical condition and hereby affirmatively authorize the release of the information requested in this form to the Franklin Electric Plant Board for use by it and all of its representatives.

Date: _____

Patient's Printed Name

Patient's Signature

STATE OF _____

COUNTY OF _____

Sworn to and subscribed before me, on this _____ day of _____, 20__.

Notary Public: _____

My Commission Expires: _____

(NOTARY SEAL)

My Commission Number: _____

ATTENTION TREATING PHYSICIAN:

I am the treating physician of the above-signed patient / customer of the Franklin Electric Plant Board and am licensed by the state of _____. I hereby verify that I have personally examined said patient within ninety (90) days immediately preceding the date of this verification.

The subject patient / electric customer is dependent upon the following-described electric, life-sustaining device:

(Legibly print or type using lay terms) _____

In my medical opinion the termination of electric service at the subject address at the present time will effectuate in an immediate, life threatening event for the subject patient. I hereby verify that my assessment of this situation is based upon a reasonable degree of medical certainty.

Physician's Signature _____

Physician's Legibly Printed Full Name _____

Physician's Phone # _____

STATE OF _____

COUNTY OF _____

Sworn to and subscribed before me on this _____ day of _____, 20__.

Notary Public: _____

My Commission Expires: _____ (NOTARY SEAL)

My Commission Number: _____

CUSTOMER'S ACKNOWLEDGMENT

I have been informed by the Franklin Electric Plant Board that if approved, this request shall constitute only a temporary extension of time to pay my electric service account. I further acknowledge that if I cannot pay my electric service account in full within the thirty (30) day extension period, it is my responsibility to arrange other housing or other medical care for the subject patient / electric customer. I further hereby acknowledge that pursuant to its Rules and Regulations, the Franklin Electric Plant Board does not guarantee continuous or uninterrupted electric service and that I must undertake adequate measures to protect myself and other members of my household, including, but not limited to, patient(s) dependent upon life-sustaining electric devices.

(Date)

Customer's Printed Name

Customer's Signature

STATE OF _____

COUNTY OF _____

Sworn to and subscribed before me on this _____ day of _____, 20__.

Notary Public: _____

My Commission Expires: _____ (NOTARY SEAL)

My Commission Number: _____

OFFICE USE ONLY

ACCOUNT #: _____

ACCOUNT NAME: _____

APPROVED on this Date: _____ by: _____

DENIED on this Date: _____ by: _____