

**ELECTRIC PLANT BOARD  
CITY OF GLASGOW  
GLASGOW, KENTUCKY**

**SCHEDULE OF RULES AND REGULATIONS  
FOR CABLE TELEVISION SERVICE**

AS APPROVED & ADOPTED BY THE BOARD OF DIRECTORS ON MAY 27, 2014

**DEFINITION OF TERMS AND EXPLANATION OF ABBREVIATIONS**

- a) "EPB." The Electric Plant Board of the City of Glasgow, doing business as Glasgow EPB with headquarters located at 100 Mallory Drive, P.O. Box 1809, Glasgow, Kentucky 42141, (270) 651-8341.
- b) "Customer." The purchaser of electric service and other services.
- c) "Subscriber." The purchaser of services who is not an electric customer.
- d) "CATV." Community Antenna Television, more commonly referred to as "cable television."
- e) "Converter." An electronic device which converts EPB's incoming signals for use at the subscriber's/customer's television receiver.
- f) "Month." One twelfth (1/12) of a year, as near thirty (30) days as practicable.
- g) "Continuous Service." CATV service which EPB endeavors to keep available at all times.
- h) "Basic Service." CATV service consisting of various television programming for which a single monthly rate is charged to the subscriber/customer.
- i) "Premium Service." An optional CATV service consisting of one or more television programs for which a single monthly rate is charged to the subscriber/customer in addition to the charge for basic service.
- j) "Outlet." The receptacle through which CATV service is provided to the customer's television receiver.

## **SCHEDULE OF RULES AND REGULATIONS FOR CABLE TELEVISION SERVICE**

### **1. APPLICATION FOR SERVICE -**

The Customer or Subscriber shall submit a written application for CATV service for each location where service is desired on forms provided by EPB, if no electric account exists in the name of the Customer or Subscriber for the location for which cable television service is desired.

### **2. FEES AND CHARGES -**

Upon acceptance by EPB of the Customer's or Subscriber's application for CATV service, the Customer or Subscriber shall pay to EPB the applicable monthly service fee, all security deposits, any equipment lease fees or purchase costs, installation fees, connection fees, and any other fees or charges due EPB. Any service, lease maintenance, purchase, installation, security deposits, and other charges for which the Customer or Subscriber is obligated shall be payable in advance.

### **3. SECURITY DEPOSIT -**

A security deposit may be received from Customer or Subscriber by the EPB at the time formal application is submitted for service, and may be an appropriate amount based on the value of the converter box, Digital Consumer Terminal or other EPB equipment.

### **4. INTEREST -**

Any equipment or service security deposit paid to EPB by the Customer or Subscriber shall be retained by EPB until termination of service, and shall not bear interest payable to the Customer or Subscriber, unless said deposit is equal to or greater than Fifty Dollars (\$50), at which time said deposit shall bear interest at a rate, adjusted annually, to equal the published rate on the first business Monday each year on One Year U.S. Treasury Obligations.

### **5. EQUIPMENT RETURN -**

Whenever service is terminated, the Customer or Subscriber shall return any equipment, such as a converter, to EPB's office. If the returned equipment is received by EPB and is found to be in satisfactory working condition, and Customer or Subscriber has paid all service charges and any other applicable fees or charges, Customer or Subscriber shall be entitled to the original amount of the deposit for the equipment, without interest or earnings. If the returned equipment is received by EPB and is not found to be in satisfactory working condition, or if said equipment has been opened, tampered with, defaced, or damaged (normal wear and tear excepted) said equipment deposit shall not be returned to the Customer or Subscriber, but shall be retained by EPB and applied toward the cost of its repair or replacement.

The Customer or Subscriber understands, notwithstanding any other provision contained in these rules and regulations to the contrary, that any equipment provided is and shall remain the property of EPB, and must be returned to EPB at any time service is terminated or discontinued. Failure to return equipment within fifteen (15) days after service is terminated or discontinued will result in a charge being assessed to

Customer's or Subscriber's account. The Customer or Subscriber shall pay to cover the cost of any equipment not returned, as well as any other expense incurred by EPB resulting from Customer's or Subscriber's failure to return same. Willful failure to return any equipment is also a crime punishable by law.

#### 6. RIGHT OF ACCESS -

The Customer or Subscriber, upon acceptance of application for CATV service by EPB, grants permission for EPB, its agents, servants, and employees, to enter upon the property of the Customer or Subscriber for the purpose of installation, inspection, maintenance, testing, and repair of the cable service to the Customer's or Subscriber's premises, and upon service being cancelled for any reason, the Customer or Subscriber grants permission for EPB, during reasonable hours, to enter upon the premises and remove all equipment and material belonging to EPB, and to discontinue service thereto.

#### 7. OWNERSHIP OF EQUIPMENT AND MATERIALS -

All equipment and materials, unless purchased from EPB, or unless such property is incorporated in, becomes an integral part of, or is permanently attached to the Customer's or Subscriber's premises, shall remain the property of EPB.

#### 8. WIRING REQUIREMENTS -

No wiring will be installed by EPB within any wall or attic space. The Customer or Subscriber, at his/her option, may choose to install the wiring furnished by EPB within walls and/or attic spaces at his/her own expense; but in such instance, the Customer or Subscriber shall install such wiring to specifications and satisfaction of EPB and the National Electrical Code. In the event that EPB personnel discover substandard wiring, EPB will notify the Customer or Subscriber of the same, either in person, by mail, or both. When the wiring is brought up to EPB standards, Customer or Subscriber shall notify EPB and reschedule the appointment. EPB shall not proceed with the installation by connecting to wiring that is substandard (the Customer or Subscriber has the option to terminate their EPB services at this time).

#### 9. WARRANTIES AND REPAIRS -

Any equipment or service rendered to the Customer or Subscriber is subject to no warranties from EPB, either expressed or implied. Customer or Subscriber agrees to pay EPB for any repairs to its equipment and facilities at EPB's applicable rates, as stipulated fully in the EPB General Schedule of Rules and Regulations.

#### 10. RESPONSIBILITY FOR EPB'S PROPERTY -

The Customer or Subscriber agrees not to tamper with any of EPB's wiring or equipment, to extend lines, or alter in any manner any EPB property. The Customer or Subscriber also shall receive EPB's CATV service with the understanding that he/she will adequately safeguard all EPB properties upon the Customer's or Subscriber's premises from alteration and abuse by others, and that he/she will not hire or permit anyone other than authorized EPB personnel to perform any work on EPB's property, equipment, and facilities. The Customer or Subscriber further agrees and understands

that the digital set top boxes associated with digital cable and high definition cable are high cost items that remain the property of EPB and shall be returned, undamaged, to EPB when service is terminated; and further agrees and understands that failure to return these devices to EPB upon termination of service will result in considerable financial responsibility and, possibly, criminal and/or civil charges filed by EPB to compensate EPB for financial damages should this equipment not be returned undamaged to EPB.

#### 11. PENALTIES FOR UNAUTHORIZED SERVICE -

If unauthorized service is discovered by EPB, the cost will be billed to the Customer or Subscriber for an estimate of CATV services delivered, including the cost of inspection, investigation, reconnection, and cost of repair to EPB's facilities, all of which must be paid in full before service can be reestablished or restored.

#### 12. MONTHLY SERVICE CHARGES -

The Customer or Subscriber shall pay EPB a one-time pro-rated monthly service charge from date of installation to the end of that billing cycle.

Thereafter, the Customer or Subscriber shall pay EPB the full monthly service charge applicable to the service rendered, which amount shall be due as shown on the bill from EPB each month.

Monthly service charges shall be determined as per the schedule of rates applicable to the services for which the Customer or Subscriber has applied and received, and is subject to change without formal notice by EPB to the Customer or Subscriber.

#### 13. PREMIUM SERVICE -

The new Customer or Subscriber may elect to receive premium service only after he/she has submitted an application for basic service and premium service.

An existing basic service Customer or Subscriber can elect to receive premium service by submitting his/her application for such service, but in no instance will any Customer or Subscriber be permitted to receive premium service without EPB's basic service or if Customer or Subscriber has a past due account. An existing basic service Customer or Subscriber who elects to receive premium service will be charged for service monthly as provided in Rule 12.

Premium service programming cannot be provided to Customer or Subscriber who shall charge any fee for its viewing, or in public places for viewing by mass audience.

#### 14. PAY-PER-VIEW -

The Customer or Subscriber may also elect to receive pay-per-view events and/or movies from time to time; however, in no instance will a Customer or Subscriber be permitted to receive this service if an amount is shown to be past due on the Customer's or Subscriber's account. In addition, no refund for any pay-per-view event/movie will be granted after the initial ten (10) minutes of the event/movie has been

received by Customer or Subscriber. Only one (1) converter per Customer or Subscriber will be authorized for pay-per-view events/movies.

#### 15. CHANGE OF OCCUPANCY OR OWNERSHIP -

The Customer or Subscriber shall notify EPB of any change of occupancy or ownership of Customer's or Subscriber's premises promptly upon its occurrence. Nothing in these rules and regulations shall be construed to give the Customer or Subscriber the right to sell or assign, or the successor tenant or occupant to acquire, any rights to use any of the equipment or service provided by EPB.

#### 16. LIMITATION OF EPB'S LIABILITY -

The EPB, its agents, servants, employees, or Board Members shall not be held liable or responsible for any damage or injury to the property of the Customer or Subscriber occurring during installation or maintenance of facilities including, but not limited to, outlet, cable, connector, converters, etc., to provide and/or maintain service to Customer or Subscriber.

#### 17. DISCLAIMER REGARDING PROGRAMMING CONTENT OR CHANGES -

The Customer or Subscriber shall not hold EPB responsible nor liable for programming content, nor for any changes, additions, or deletions in its programming or time schedule associated therewith.

#### 18. SCOPE -

A copy of the rates, rules and regulations under which CATV service will be supplied is open to inspection by the general public at the office of EPB and on EPB's website at [www.glasgowepb.net](http://www.glasgowepb.net). A hard copy of EPB's rules and regulations and applicable rate schedule shall be furnished to each Customer or Subscriber without charge, upon request.

### RULES AND REGULATIONS DEFINING OBLIGATION OF EPB IN FURNISHING SERVICE

#### 19. RIGHT OF REFUSAL FOR SERVICE -

The EPB reserves the right to refuse any Customer or Subscriber additional services or equipment including, but not limited to, premium channels, pay-per-view events and/or digital services if the customer or subscriber fails to maintain an acceptable credit history for a period of twelve (12) consecutive months.

#### 20. INTERRUPTION OR DISCONTINUANCE OF SERVICE DUE TO USE OF NON-EPB FACILITIES -

In order to provide service, EPB shall occasionally make use of poles owned in whole or in part by other utilities, both power and telephone, the continued use of which is in no way guaranteed. In the event the continued use of such poles is denied for any reason, EPB will make every reasonable effort to provide service over alternate routes and facilities. The Customer or Subscriber agrees that he/she will make no claims or

undertake any action against any utility, including EPB, if the service provided to the Customer or Subscriber is interrupted or discontinued for this reason.

#### 21. PROVISION OF SERVICE -

EPB shall make every reasonable effort to provide CATV service to every Customer or Subscriber who applies for such service in the shortest period of time practicable, and where CATV service is readily available. EPB's CATV services will only be extended into areas where EPB is duly authorized and required to provide service.

#### 22. UNDERGROUND SERVICE -

EPB's rates for CATV service are based upon costs to provide overhead service to its various classifications of Customer or Subscriber. Therefore, underground services and extensions from EPB's overhead system shall be made pursuant to receipt of advance payment of charges associated therewith, and as determined by the schedule of fees and charges applicable to underground installation, as established from time to time.

#### 23. LOCATION OF OVERHEAD -

Unusual circumstances to the contrary, EPB's overhead CATV service drop to the Customer or Subscriber premises shall be located as closely to the point of electrical service attachment as is safe and practicable.

#### 24. OUTAGES & INTERRUPTIONS -

EPB shall make every reasonable effort to promptly restore CATV service to its Customers or Subscribers in the event of any outage or interruption. EPB shall also make every reasonable effort to investigate Customer or Subscriber reports of poor CATV reception, etc., and to remedy same when found to be the fault of EPB's system and/or equipment.

In the event EPB dispatches any of its personnel to investigate any Customer or Subscriber complaint or outage, and the problem is determined to be caused by the Customer's or Subscriber's television receiver or other Customer or Subscriber-owned facilities, the Customer or Subscriber may be charged depending on the Customer's or Subscriber's status as a participant in the EPB Service Protection Plan, which is described in the EPB General Schedule of Rules and Regulations. Customer or Subscriber who has waived the EPB Service Protection Plan shall be charged the currently effective EPB rates for work done on the Customer's or Subscriber's side of the demarcation point, or for truck rolls to solve Customer's or Subscriber's service usage issue.

RULES & REGULATIONS  
GENERAL PROVISIONS

25. REPRODUCTION OF PROGRAMMING –

The Customer or Subscriber shall not record or tape any of the programming provided by EPB, nor shall the Customer or Subscriber allow any other person to do so, except for the personal use of the Customer or Subscriber.

26. SEVERABLE PROVISIONS -

In the event any portion of these rules and regulations should be declared invalid by any court of competent jurisdiction, such invalidity shall not affect the remaining portions hereof, which shall continue effective.