

## Section V – Cable Service



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## **A. Introduction**

Cable TV 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.

Other General Provisions contained in Section II, apply to Cable Service where indicated.

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

### **1. Residential:**

Application for service shall be made in accordance with the General Provisions contained in Section II. B.

### **2. Commercial/Industrial:**

Application for service shall be made in accordance with the General Provisions contained in Section II. B.

Each applicant requesting service must provide Cable Engineering (306 Hickory Drive) with (a) a final approved and filed copy of the plat showing all required utility easements, and (b) a complete set of blueprints, of building floor plans including all floors.

The service entrance location and demarcation points must be agreed to by both parties and the payment of any fees must be made prior to the providing of service.

### **3. Developments:**

Application of service shall be made by submittal of a site development plan on a 3.5" floppy or a CD-ROM in a \*.dwg or \*.dxf format along with a letter of request to Cable Engineering. 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 Cable.

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 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-19.

## **C. Service Demarcation Point and Related Responsibilities of Plant Board and the Customer**

The Service Demarcation Point is defined as the physical point where the Plant Board facilities and responsibilities end and the customer's facilities and responsibilities begin. The Plant Board facilities end at the demarcation point enclosure. The customer's facilities begin outside the enclosure on the side where the wiring goes to the structure's point of entry. There will be a minimum of 12" of wiring between the enclosure and the structure's point of entry to allow a customer to connect to their inside wiring network to a different or multiple service providers. The demarcation must be within a 6-foot radius of the electric meter.

### **1. Residential Service (Single Family & Multi Dwelling Unit (MDU):**

The Plant Board will be responsible for maintaining service to the Demarcation Point Enclosure.

The customer is responsible for initially installing and maintaining his or her internal wiring network which is the property of the customer. The customer has the option to have the Plant Board install and/or maintain the inside wiring network in accordance with the charges set forth in Section V. R9(c) or the customer may opt to accomplish the work his or herself. In the latter case, the work needs to comply with the Plant Board specification to avoid possible reception problems and/or failure to meet FCC Standards required for signal leakage which if either occurs it becomes the financial responsibilities of the customer to resolve.

### **2. MDU's Additional Service Provisions:**

If the MDU owner gives proper FCC required Notice to the Plant Board that the owner wants the Plant Board facilities removed from the premises, the Plant Board within 30 days will notify the MDU owner of the Plant Board's intent:

- A. To remove the wiring and restore the MDU to its original condition (consistent with state law) within 30 days of the end of the 90-day notice period or within 30 days of actual service termination, whichever occurs first.
- B. To abandon and not disable the wiring at the end of the 90-day notice period,

or;

- C. To sell the wiring to the MDU owner.

If the incumbent elects to sell, but the MDU owner refuses to purchase, the competitor who intends to serve the MDU may choose to purchase the wiring.

If a Pre-Wire/Post-Wire outlet of a MDU deteriorates or goes bad, the Owner must give written permission for the Plant Board to attach and run coaxial cable and/or bore holes to gain entry into the Apartment Unit of the customer and identify the person and address to be billed. See Section V. R9(c).

### **3. Non-Residential Service:**

The same responsibilities set forth in C.1 apply to non-residential services except that the Plant Board will not install or maintain the customer's inside facility wiring network. This will be the responsibility of the customer or his/her contractor.

## **D. Service Extensions**

1. Feasibility – The Board shall have no obligation to make extensions of the Plant Board's cable 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 and as described herein.
2. Filing of Maps, Plats, and Easements – Any applicant desiring an extension to a new development, shall file with Cable 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 time to engineer and material acquisition.

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.

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 requested.
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 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. 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. Any necessary adjustments will be made and the project returned to accounting for billing, refund, or filing as whichever may be appropriate.
9. Contract and Contract Refunds - See Section II. B. 3 for details

#### **E. Extensions to a Single Residential, Commercial or Industrial Customer**

An extension will be necessary for prospective customer whose demarcation point is more than 300 feet from existing facilities having adequate capacity. The Plant Board will extend their facilities without charge to a prospective customer, if the estimated cost of the project is less than \$600 multiplied by the services requested (basic cable, digital cable, cable modem, and telephone).

When the estimated project cost of an extension is more than \$600, multiplied by the number of services requested, the Plant Board shall require the excess cost to be paid prior to the construction of the extension. If the customer elects underground service, the customer will also be responsible for providing the trench meeting Plant Board specifications (See Section V. L-2). An exception to this rule applies to a single customer requiring a long service drop to be connected. In this case, the customer must own and live at the service request location and the location cannot be outside the Cable Service Area resulting in a trunk line extension. Staff has the discretion to incur up to \$1,000 multiplied by the number of services requested for the long service drop extension if the customer meets the preceding criteria without Board approval.

## **F. Extensions to Bulk Rate Customer**

An extension will be necessary for a bulk rate customer whose demarcation point is more than 300 feet from existing facilities having adequate capacity. The Plant Board will extend to the facility without charge provided the following conditions are satisfied:

1. All outlets inside the facility will remain activated (not subject to being turned off/on) regardless of use or occupancy.
2. All outlets will be included and payable on a single bill.
3. Plant Board personnel are authorized to periodically inspect/audit customer's facilities
4. The customer agrees to take service for twelve months.
5. The application of the formula for calculating the "customer equivalent" for the bulk rate justifies the extension at no cost to the customer. The Plant Board's share of the extension cost is \$600 multiplied by the number of services requested per customer. The Plant Board's share of extension cost for bulk customer is \$600 multiplied by the number of services requested per customer equivalent. The formula for converting a bulk customer to a customer equivalent is:
  - a. The Basic Rate
  - b. Divided by the Bulk Rate
  - c. Equals the number of bulk customer required to make one customer equivalent

Example:

\$69.50 Basic Rate = 2.9 bulk customer's required to equal one customer equivalent

\$13.96 Bulk Rate 1

\$24.35 Bulk Rate 2

In the example, the Plant Board's share of extension per customer equivalent would be \$600 multiplied by the number of services requested for each 2.9 bulk customers. Any extension cost over the Plant Board's share as calculated is the responsibility of the bulk customer.

## **G. Extensions to Subdivision Developments with Single & Multi Dwelling Units**

Developers desiring an overhead or underground extension to a new residential subdivision have two options:

1. Pay the entire cost of an overhead or underground extension prior to its construction. The costs are refundable per the Plant Board's "Rates, Rules, and Regulations," Section II B. (b) 5. except for those Plant Board expenses incurred due to changes or requests made for the convenience of the customer, in the amount of \$600 multiplied by the average services per customer for each Certificate of Occupancy provided by the Developer. The opening and closing of ditches for underground extensions will be the responsibility of the Developer and in accordance with Plant Board Specifications contained in Section V. L-2(c).

The costs of such extension 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. The Board reserves the right to determine the size, type and manner of construction of any distribution line extension.

2. In the case of underground extensions, the Plant Board may install the cable/conduit at its own expense but not activate the service until 50% of the Certificates of Occupancy have been received from the Developer or activation approved by the Board, whichever comes first. Here again, the developer is responsible for opening and closing the ditch to Plant Board specifications.

## **H. Extensions to Mobile Home Parks**

The same criteria contained in G. applies except that in the event where overhead facilities are not feasible, due to clearance problems, the Plant Board will require underground facilities to be installed.

## **I. Extensions to a Group of Applicants**

An extension will be necessary for any Group of Applicants whose demarcation points is greater than 300 feet from existing facilities having adequate capacity. The Plant Board will extend their facilities without charge to a prospective Group of Applicants who shall apply for and contract (See Section V. S. 3 & 4 for Standard Contacts) to use service for one year, if the estimated cost of the project is less than the total number of applicants multiplied by \$600 multiplied by the number of services requested.

When the estimated project cost of the extension is greater than the total number of applicants multiplied by \$600 multiplied by the number of services requested, the Plant Board shall require the excess refundable cost paid prior to the construction of the extension.



Normal cable service is provided by means of overhead lines and facilities. If the Group desires underground service, the Group will be responsible to provide a trench which will meet Plant Board specifications (See Section V. L-2).

The cost of such extension shall be determined by the Plant Board and shall be the best estimate available based on current cost 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. The Board reserves the right to determine the size, type and manner of construction of any distribution line extension.

## **J. Easements**

Prior to the extension of service, the prospective customer(s) shall provide necessary easements and rights-of-way 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 maintain cable service including the necessary poles, wires, cables, transformers, both overhead and or underground and appurtenances thereto for conducting and distributing cable service for public and private use.

1. Trunk and/or Distribution
  - a. Overhead - The standard easement width is 25 feet.
  - b. Underground - The standard easement width is 20 feet.
2. Subdivision Developments – In addition to the normal distribution easement, side lot easements 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".
3. 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.
4. Easement Maintenance - Easements will be maintained by the Plant Board contract tree trimmer and generally once a year they will go on 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 and cable line(s).

#### **K. Criteria for Changes to Existing Cable 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 cost associated with such alteration or relocation.

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 a cable customer of the Plant Board and makes a written request for the cable facilities on his property to be removed.
3. Once the cable facilities have been removed the customer will be charged to replace or re-install those same facilities unless said facilities have been removed to make way for a new development or structure.
4. Occasionally the Board will 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 abandon in place.
5. Alterations to Customer's Premises - In any alteration in a customer's premises which necessitates the relocation of the demarcation point or service equipment in order to maintain its accessibility, the customer shall be required to pay the cost associated therewith.

Charges will not be made to a customer for changes to a customer's service which improves his/her service or a change mutually agreed to by both parties which benefits 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 necessitate immediate action by the Plant Board, resulting from improper notification.

#### **L. Type of Service**

Normal cable service is provided by means of overhead lines and facilities. However, other types of services may be available.

1. Overhead Service - Overhead service is the providing of cable with poles, coaxial cable, pole mounted RF equipment and overhead service drops to a customer's demarcation point.

2. Underground Service - Underground service is the providing of cable with coaxial cable installed in conduit, pedestal mounted RF equipment and service drops to the customer's demarcation point. The customer has the option to allow the Plant Board to install service drop or perform said work his/herself.

A. Residential Underground Service - The customer is required to provide certain facilities to receive this type of service which is listed below.

- i. Provide all labor and equipment to dig and backfill a ditch in accordance with Plant Board specifications.
- ii. Provide all property pins, easements, remove all obstructions from the area and establish final grade.
- iii. Coordinate with the Plant Board 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.
- iv. Customer's contractor is responsible for facility locates prior to performing any dig operations.
- v. The Plant Board will field stake the project route. Any route deviation must be authorized in writing by Plant Board Engineering.
- vi. The Plant Board will provide an employee that will work with the customer'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.
- vii. The Plant Board will provide and install all coaxial cable, conduit and associated equipment.
- viii. The customer has the option to allow the Plant Board to install underground service drop based on the Rates established or cost as engineered or perform said work his/herself.

B. Non-Residential Underground Service - Same requirements as (a).

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

- i. Provide all labor and equipment to dig and backfill a ditch in accordance with Plant Board specifications.

- ii. Provide all property pins, easements, remove all obstructions from the area and establish final grade.
- iii. Coordinate with the Plant Board 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.
- iv. Developer's contractor is responsible for facility locates prior to performing any dig operations.
- v. The Plant Board will field stake the project route. Any route deviation must be authorized in writing by Plant Board Engineering.
- vi. 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.
- vii. The Plant Board will provide and install all coaxial cable, conduit and associated equipment.
- viii. The developer has the option to allow the Plant Board to install service drop in accordance with the rates or cost as engineered or perform said work his/herself.
- ix. Ditch Specifications:
  - A. Ditch shall be a minimum of six (6) inches wide and twenty-six (26) inches deep. The depth to be measured from the low side of the slope.
  - B. Ditch shall be opened in sections to permit conduit to be installed between termination points.
  - C. Following the installation of the cable conduit, the developer shall provide 12 inches of rock free backfill of either dirt or sand as cover.
  - D. 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.
  - E. Rock areas will have a 6-inch cushion of sand or dirt and will require a minimum 30-inch-deep ditch.

- F. 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.
- G. Combination Overhead/Underground Service – A combination service includes both overhead facilities and underground facilities. The following is a listing of the scenarios for this type of service:
  - a. Overhead Extension with Pedestal - The Plant Board extends overhead facilities to a point from which an underground primary service is installed to a pedestal.
  - b. Overhead Extension with Overhead Tap - 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.

#### **M. Tree Maintenance**

1. New Construction - for new developments the Plant Board clear cuts the first 300 feet of easement at no cost to the customer. Beyond 300 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 by the Plant Board 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 generally 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. This type of disconnect requires a minimum of a three working day notice prior to the date of scheduling the work. Emergency disconnects will be handled as soon as possible.

Reconnects will be made during normal working hours unless prior arrangements have been made.

#### **N. 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 wherever the same trench with Bell South, GTE, Plant Board CATV, Kentucky Utilities, Fox Creek RECC, and Shelby RECC. The Plant Board will not occupy the same trench with non utilities or private firms.

Minimum trench size for joint use is twelve (12) inches wide and forty-eight (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" for power and 36" for communications providing 12" of rock-free backfill.
2. Power and Communications Horizontal Spacing - depth of burial shall be 42". Ditch shall have a minimum width of 18" to permit a horizontal 12" 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". Power and Communications conduits are installed with spacers maintaining a minimum of 3" separation. Entire duct bank is concrete encased with 6" of concrete surrounding 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 of 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 twelve (12) inches
  - F. Cables are marked as to owner and type

## **O. Miscellaneous Provisions**

1. Whenever service is terminated, the subscriber shall return any Plant Board equipment, such as a converter, to the Plant Board Office. If the returned equipment is received by the Plant Board and is found to be in satisfactory working condition, and subscriber has paid all service charges and any other applicable

fees or charges, subscriber shall be entitled to the original amount of the deposit for the equipment without interest. If the returned equipment is received by the Plant Board 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 expected) said equipment deposit shall not be returned to the subscriber, but shall be retained by the Plant Board and applied toward the cost of its repair or replacement. The customer will be responsible for the cost of damaged equipment not covered by a security deposit.

2. Any equipment or service rendered to the subscriber is subject to no warranties from the Plant Board, either expressed or implied. Subscriber agrees to pay the Plant Board for any repairs to its equipment and facilities at the Plant Board's applicable rates. The subscriber agrees not to tamper with any of the Plant Board's equipment or alter in any manner any Plant Board property. The subscriber also shall receive the Plant Board's CATV Service with the understanding that he will adequately safeguard all Plant Board properties upon the subscriber's premises from alteration and abuse by others, and that he will not hire or permit anyone other than authorized Plant Board Personnel to perform any work on Plant Board's property, equipment and facilities.
3. The subscriber shall pay a prorated monthly service and equipment rental charge from date of installation to the end of that same month. The prorated charge shall be due on the 15th day of the following month. Thereafter, the subscriber's payment for a given month's service must be received by the 15th of the same month for which the service charge applies.
4. The new subscriber may elect to receive premium service only after he has submitted an application for basic service. A subscriber may not receive premium video service without basic service unless specifically authorized by the General Manager. An existing basic service subscriber can sign up for premium service by phone call or visit to the office. An existing basic service subscriber who elects to receive premium service will be charged for service monthly as provided in Rule 3. Premium Service Programming cannot be provided to subscribers who shall charge any fee for viewing or in public places for viewing by mass audience.
5. The subscriber agrees that the Plant Board, its agents, servants, or employees, shall not be held liable or responsible for any damage or injury to the property of the 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 subscriber.
6. The subscriber shall not hold the Plant Board responsible nor liable for programming content, any changes, additions, deletions in its programming, or time schedule associated therewith.

7. In order to provide service, the Plant Board shall occasionally make use of poles or conduit 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, the Plant Board will make every reasonable effort to provide service over alternate routes and facilities. The subscriber agrees that he will make no claims or undertake any action against any utility, including the Plant Board, if the services provided to the subscriber is interrupted or discontinued for this or any other reason.
8. The Plant Board's overhead CATV Service Drop to the subscriber's premises shall be located as closely to the demarcation point/electrical service attachment as is safe and practicable.
9. All residential Electric, Water and Cable Services at a location should be signed for by the same individual except for owners of rental property or extraordinary circumstances which are approved by the General Manager.

This is intended to achieve the economics made possible by combined billing of Electric, Water and Cable Services. In cases where a non-combined bill is used, the customer has the option to pay an additional monthly charge for this service in accordance with Section V. -R. (16).

10. The subscriber shall not record or tape any of the programming provided by the Plant Board nor shall the subscriber allow only other persons to do so, except for personal use.
11. 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 resulting in the loss of service to the customer. Charges are made for emergency repair resulting from negligence, improper notification, vehicle accidents, and vandalism.

## **P. Emergencies**

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

Customers in Frankfort/Franklin County are directed to call (502) 352-4372 and outside local area, call toll free 1-888-302-2253. These numbers are available 24 hours a day, 7 days a week.



## Q. Equipment Deposits

Equipment Type	Amount
Digital Set Top Converter	\$20.00
HD Set Top Converter	\$155.50
HD DVR Set Top Converter	\$265.00
TiVo	\$325.00
TiVo Mini	\$90.00

## R. Rates and Charges

Limited – Non-Bulk Customers	\$12.79 – Monthly
Classic Rate – Classic – Non-Bulk Customers	\$72.98 – Monthly
Retransmission Fee – All Customers	\$27.25 – Monthly
Preferred	\$83.48 – Monthly
HD Plus	\$7.00 – Monthly
Sports Plus	\$7.00 – Monthly
Bulk Basic – Rate #1 – Bulk Customers 1 - 9 & 20	\$13.96 – Monthly
Bulk Basic – Rate #2 – Bulk Customers 10 - 19	\$24.35 – Monthly
ASTB Gateway Fee	\$2.50 - Monthly

1. Basic Service – Classic – Available to any non-bulk customer, within the Plant Board Service area, who abides by the Rules and Regulations of the Plant Board.
2. Churches, Schools, Civic Organizations and City/County Governments are considered a non-bulk customer and the rates above apply to each separate facility having service.
3. Below is a list of existing Bulk Customers by number assigned. All new bulk customers will be assigned to either Bulk Rate Class #1 or #2 based on the similarities of the new bulk customers to the existing customers in the two classes.

Bulk Customer Number	
1	Days Inn
2	Bluegrass Inn
3	Hampton Inn
4	Holiday Inn Express
5	Best Western
6	Fairfield Inn
7	Capital Plaza Hotel
8	Frankfort Regional Medical Center
9	America's Best Value Inn
10	Administrative Office of the Courts
11	KY Workers Compensation Funding Comm.
12	Legislative Ethics Committee
13	KY School Board Association
14	KY State AFL/CIO
15	Franklin Manor
16	Stewart Home School
17	Legislative Research Commission
18	Ashwood Place
19	Juniper Hills Apartments
20	Kentucky State University

4. Equipment Rates:

DTA – Digital to Analog	\$1.00 – Monthly
Digital Set Top	\$3.00 – Monthly
HD Set Top	\$6.00 – Monthly
HD DVR Set Top	\$10.00 – Monthly
TiVo	\$18.00 – Monthly

TiVo Mini	\$5.00 – Monthly
Cable Card	\$110.00 + Tax – One Time Fee

5. Premium Channels:

HBO	\$18.50 – Monthly
Cinemax	\$15.00 – Monthly
Showtime/TMC	\$15.00 – Monthly
Starz/Encore	\$15.00 – Monthly

6. Premium Channel Discount Package Rates:

2 Channels	\$3.00 – Monthly Credit
3 Channels	\$6.00 – Monthly Credit
4 Channels	\$13.00 – Monthly Credit

7. Optional Premium Video Service: – Bulk Customers – Certain Services may not be available.

Per Billable Unit/Outlet	
HBO	\$5.00 – Monthly
Showtime	\$5.00 – Monthly
Each Additional Service taken in combination with HBO	\$3.00 – Monthly
Bulk HD Set Top Converter	\$3.00 – Monthly
General Note: Applies to Hotels & Motels only	

8. VOID

9. Customer Equipment Purchases:

- a. Equipment Cost plus 10%

When offered and customers electing to purchase in home equipment to receive optional premium service at a reduced monthly rate, will pay the manufacturer cost plus 10% for the equipment.

10. VOID

11. Pay-Per-View Events (PPV):

PPV Movies – Contract’s Suggested Retail	\$3.99 – Generally
PPV Events – Contract’s Suggested Retail	\$14.99 - \$59.99 – Generally

12. Non-Reoccurring Installation & Connection Charges:

A	Basic Cable Service	Charges
	Activation Charge – Includes Drop 300’ & Activating Existing Outlets	\$30.00
	Underground Drop installed by FPB	
	0 – 150’ Drop	\$35.00
	151’ – 300’ Drop	\$45.00
B*	Preferred Cable Service Activation Charge	\$30.00
C*	Preferred/HD Service Activation Charge	\$30.00
D*	Preferred/HD DVR Service Activation Charge	\$30.00
	*Customers upgrading from “B” to “C” or “C” to “D” will not be charged an activation fee. Customer will pay a maximum service activation fee of \$50 per installation trips, regardless of the number of units installed.	
E	Inside Wiring Network Installation	
	Prewire – Per Outlet*	\$21.00
	Post-Wire – Per Outlet*	\$31.00
	Connection Charge – Per Outlet**	\$10.00
	* Wall & Attic fishing of cable is the customer’s responsibility and not covered by this charge.	
	** If pre-wiring done by FPB or existing wiring meets FPB’s specification – per outlet	

13. If installed by Customer/Contractor, materials may be purchased from FPB & installed as described below:

A	Prewire & Postwire – the customer/cost plus contract will pick up the needed material 20% from the Plant Board and pay for materials at cost plus 20% of handling. The Plant Board will also provide a description of the installation procedure that the customer/contractor must follow to assure that FCC CLI Standards are met.	Cost Plus 20%
The Frankfort Plant Board encourages the customer/contractor to arrange for a free Plant Board inspection of the pre-wire before the drywall is installed.		
B	Material which meets the Frankfort Plant Board’s specifications can be purchased directly from an outside vendor by the customer/contractor, however, it’s the customer’s/contractor’s responsibility to obtain the Plant Board’s material specifications and to install material in a manner meeting CLI Standards – Description available at the Frankfort Plant Board.	No Charge

14. Special Modification Charge: Cost

In special circumstances where the customer requests or installs an excessive number of outlets, which affect the signal quality, the Frankfort Plant Board may consider special modifications to accommodate the customer. The customer would be responsible for the cost of the special modification.

15. Inspections:

A	Prewires	No Charge
B	CLI Inspections	
	First Time	No Charge
	Customer has 5 business days from the time the card was left to fix their signal leakage problem.	
	Each Additional Time	\$30.00
	Service will be disconnected in 30 days if not corrected.	
C	Premium Service Installation/Activation Charge	No Charge

16. Management has the discretion to set Premium/PPV Service Charges below the amount shown for promotional purposes.
17. Customer must take premium service for at least one month before dropping or changing service.
18. Late payment charge of 5% of delinquent amount due.
19. Reconnection charge for non-payment.

During Normal Working Hours – 3 – 5 Business Days	\$32.00
During Normal Working Hours – Same Day	\$50.00
After Normal Working Hours	\$50.00

20. Service Tampering Charge is \$89.00 Per Trip plus time and material.
21. Service Charge for problems not within our facilities is \$30.00/hr. plus material. This includes reception, CLI, or proper grounding problems caused by customer’s improper installation of the Frankfort Plant Board’s or other materials. Charges or procedures already described cover repairs.
22. Customer elects non-combined billing option - \$1.00 monthly charge.

**S. Nextband Rates:**

A	NextBand Stream Service	\$5.00 – Monthly
B	NextBand Stream 3 Streams	\$3.00 – Monthly
C	NextBand Stream 4 Streams	\$6.00 – Monthly
D	NextBand Stream 5 Streams	\$9.00 – Monthly
E	NextBand Stream 100 Hour Cloud DVR	\$5.00 – Monthly
F	NextBand Stream 250 Hour Cloud DVR	\$10.00 - Monthly

**EXHIBIT A**

**LEASE TERMS AND CONDITIONS**

Supplier retains full title to the Provided Equipment, notwithstanding the delivery to and the possession and use thereof by Subscriber as herein provided.

Within thirty (30) days of the expiration of the term of this Agreement, Subscriber shall deliver possession of the Provided Equipment to Supplier, in substantially as good condition as when received, normal wear and tear excepted. If Subscriber does not return the Provided Equipment to Supplier within the period and in the condition stated in the previous sentence, Subscriber authorizes Supplier to charge Subscriber for the Provided Equipment's value as determined by Supplier, less the \$\_\_\_\_\_ deposit. During the term of this Agreement, Subscriber shall be responsible for all risks of Physical damage to or loss or destruction of the Provided Equipment, however caused.

Without the prior written consent of Supplier, Subscriber shall not: (a) move the Provided Equipment from the installation address; (b) make alterations in or attachments to the Provided Equipment; (c) sell, lease, sublease or otherwise transfer ownership or use of the Provided Equipment to a third party; (d) allow the Provided Equipment to become encumbered with liens or other debts.

In the event that Subscriber breaches any provision of this Agreement, Supplier may, at its option: (a) take possession of the Provided Equipment, regardless of whether the Agreement has been terminated and for such purpose enter upon Subscriber's premises for so doing, or require Subscriber to return such Provided Equipment; and/or (b) terminate this Agreement.

**PROVIDED EQUIPMENT**

The following equipment shall be provided by Supplier to the Subscriber at the following location:

Company Name: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

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

EQUIPMENT PURCHASED BY SUBSCRIBER:

\_\_\_\_\_

EQUIPMENT LEASED BY SUBSCRIBER:

\_\_\_\_\_

## CUSTOMER GROUP EXTENSION AGREEMENT

### (Advance Type)

This Agreement between the Electric and Water Plant Board of the City of Frankfort, Kentucky (Hereafter referred to as the Plant Board) and \_\_\_\_\_, (Hereafter referred to as the Contract Customers) who own property in the extension area designated as \_\_\_\_\_ as shown on the attached work order drawing. The contract customers have requested that Cable TV Service be extended to \_\_\_\_\_.

The estimated cost of the extension is \_\_\_\_\_. In accordance with the Cable Rules and Regulations, the Plant Board will incur \$600 multiplied by the average services per customer as defined in the Plant Board's "Rates, Rules and Regulations" for each customer of the \_\_\_\_\_ extension's cost or \_\_\_\_\_. (1) The Plant Board will incur \$600 multiplied by the average services per customer for each of the \_\_\_\_\_ Contract Customer Household executing the Agreement with the balance of \_\_\_\_\_ being advanced by the Contract Customers. The amount advanced will be rebated in the amount of \$600 multiplied by the average services per customer as defined in the Plant Board's "Rates, Rules and Regulations," Section II B (b) 5. Annually for any new permanent residence connecting cable service at one of the residence in the development not originally a party to this Agreement. In no case will the amount rebated exceed the amount advanced. The Customer Group has designated \_\_\_\_\_ as the Customer Group's official contact. Any rebate checks will be sent to the Customer's Group Designee with the rebate check jointly payable to all contract customer households who are a party to this contract. (2) Construction will begin within thirty (30) days of the contract's execution and funds being advanced.

The Contract Customers agree that their households in \_\_\_\_\_ will subscribe to the Cable Service for twelve continuous months beginning within two weeks after the extension is completed and Notice of Cable Service availability is given by the Plant Board. If any Contract Customer household does not initially subscribe to the service as required or discontinues the service prior to the end of the twelve-month period or is disconnected for non-payment of the bill therein, the applicable Contract Customer household will immediately remit to the Plant Board the unpaid portion of the twelve-month basic service charge.

Service by the Board as to Rates and Conditions of service shall be at all times under its prevailing "Rates, Rules, and Regulations," as promulgated and adopted from time to time by the Board.

This contract contains the entire Agreement between the Parties hereto and shall not be amended, extended, altered, or changed in any way whatsoever, except by written endorsement thereon signed by the Parties.



**CUSTOMER GROUP EXTENSION AGREEMENT**

**(Advance Type)**

If litigation becomes necessary, such litigation will be litigated in the State Courts of Kentucky, and in the event of such litigation, the Parties expressly agree that the losing Party shall reimburse the prevailing Party for any Costs and Attorney's Fees incurred as a result of said litigation.

I agree to the above conditions of this Agreement.

Household #1	_____	_____	_____
	(Name)	(Address)	(Date)
Household #2	_____	_____	_____
	(Name)	(Address)	(Date)
Household #3	_____	_____	_____
	(Name)	(Address)	(Date)
Household #4	_____	_____	_____
	(Name)	(Address)	(Date)

Electric and Water Plant Board of the City of Frankfort, Kentucky

_____	_____
(Date)	(Chairman)
_____	_____
(Witness)	(Secretary/Treasurer)

**CUSTOMER GROUP EXTENSION AGREEMENT**

**(No Advance Type)**

This Agreement between the Electric and Water Plant Board of the City of Frankfort, Kentucky (Hereafter referred to as the Plant Board) and \_\_\_\_\_ (Hereafter referred to as the Contract Customers) who own property in the extension area designated as \_\_\_\_\_ as shown on the attached work order drawing. The contract customers have requested that Cable TV Service be extended to \_\_\_\_\_.

The estimated cost of the extension is \_\_\_\_\_. In accordance with the Cable Rules and Regulations, the Plant Board will incur \$600 multiplied by the average services per customer as defined in the Plant Board’s “Rates, Rules, and Regulations,” Section II B (b) 5. For each customer of the cost of the extension or \_\_\_\_\_. Accordingly, \_\_\_\_\_ of the contract customer households in \_\_\_\_\_ must be a part of this Agreement for the Cable System to be extended to \_\_\_\_\_ by the Plant Board at no cost to the customers. Construction will begin within thirty (30) days of the contract’s execution.

The Contract Customers agree that their households in \_\_\_\_\_ will subscribe to the Cable service for twelve continuous months beginning within two weeks after the extension is completed and Notice of Cable Service availability is given by the Plant Board. If any Contract Customer household does not initially subscribe to the service as required or discontinues the service prior to the end of the twelve-month period or is disconnected for non-payment of the bill therein, the applicable Contract Customer household will immediately remit to the Plant Board the unpaid portion of the twelve-month Basic Service Charge.

Service by the Board as to Rates and Conditions of service shall be at all times under its prevailing “Rates, Rules, and Regulations,” as promulgated and adopted from time to time by the Board.

This Contract contains the entire Agreement between the Parties hereto and shall not be amended, extended, altered, or changed in any way whatsoever, except by written endorsement thereon signed by the Parties.

If litigation becomes necessary, such litigation will be litigated in the State Courts of Kentucky, and in the event of such litigation, the Parties expressly agree that the losing Party shall reimburse the prevailing Party for any Costs and Attorney’s Fees incurred as a result of said litigation.

Household #1	_____	_____	_____
	(Name)	(Address)	(Date)
Household #2	_____	_____	_____
	(Name)	(Address)	(Date)

Household #3	_____	_____	_____
	(Name)	(Address)	(Date)
Household #4	_____	_____	_____
	(Name)	(Address)	(Date)
Household #5	_____	_____	_____
	(Name)	(Address)	(Date)
Household #6	_____	_____	_____
	(Name)	(Address)	(Date)
Household #7	_____	_____	_____
	(Name)	(Address)	(Date)

Electric and Water Plant Board of the City of Frankfort, Kentucky

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Chairman)

\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
(Secretary/Treasurer)