

TELECOMMUNICATIONS SERVICES

RULES AND REGULATIONS FOR CABLE TELEVISION SERVICE

Security Deposit:

A security deposit may be required from a customer by the CBPU at the time formal application is submitted for service and may be an amount equal to the replacement cost of related equipment. Any equipment or service security deposit paid to CBPU by the customer shall be retained by CBPU until termination of service and shall not bear interest payable to the customer.

Fees and Charges:

Upon acceptance by CBPU of the customer's application for CATV service, the customer shall pay to CBPU 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 CBPU. Any service, lease maintenance, purchase, installation, security deposits and other charges for which the customer is obligated shall be payable in advance.

Right of Access:

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

Ownership of Equipment and Materials:

All equipment and materials furnished by the CBPU, unless purchased by the customer, shall remain the property of the CBPU.

Warranties and Repairs:

Any equipment or service rendered to the customer is subject to no warranties from CBPU, either expressed or implied. Customer agrees to pay CBPU for any repairs to its equipment and facilities at CBPU's applicable rates.

Wiring Requirements:

No wiring will be installed by CBPU within any wall or attic space. The customer at his option, may choose to install the wiring furnished by CBPU within walls and/or attic spaces at his own expense; but in such instance, the customer shall install such wiring to specifications and satisfaction of CBPU and the National Electric Code.

Responsibility for CBPU's Property:

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

Limitation of CBPU's Liability:

The CBPU, its agents, servants, or employees, shall not be held liable or responsible for any damage or injury to the property of the customer 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.

Provision of Service:

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

Installation of Services:

Service will be provided by the CBPU using the customer requested date whenever possible. The CBPU needs a minimum of five working days from the application date. If the customer requested date cannot be met, the customer and the CBPU will jointly negotiate a date acceptable to both parties.

Negotiated Date:

A negotiated date may be necessary for a number of reasons, which would include, but not be limited to:

- a) no existing service at one or both premises. (This may require construction and could include additional charges.)
- b) necessary electronics are not available and have to be engineered and/or ordered separately.

Construction Charges:

Construction of facilities over 150' will be accessed on an individual case basis. (Facilities 150' or less will normally be constructed at no charge unless abnormal conditions apply.)

Charges for special construction will be based, in part, on the costs incurred by the CBPU and may include:

- a) costs incurred by the CBPU for contracted services;
- b) engineering charges;
- c) special construction permits; and
- d) items of a like nature.

Underground Service:

CBPU's rates for CATV service are based upon costs to provide overhead service to its various classifications of customers. Therefore, underground services and extensions from CBPU's overhead system may 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.

Location of Overhead:

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

Monthly Service Charges:

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

Expanded Basic Service:

An existing basic service customer can elect to receive expanded basic service by submitting his application for such service, but in no instance will any customer be permitted to receive expanded basic service without basic service. An existing basic customer who elects to receive expanded basic service will be charged for the service monthly.

Expanded basic and premium service programming cannot be provided to customers who shall charge any fee for its viewing, or in public places for viewing by mass audience, except as provided by payment of a Hospitality Charge.

Pay-per-View:

The customer may also elect to receive pay-per-view events and/or movies from time to time; however, in no instance will a customer be permitted to receive this service if an amount is shown to be past due on the customer'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.

Penalties for Unauthorized Service:

CBPU has sophisticated monitoring equipment that allows detection of illegal reception of cable TV signals. This illegal cable reception often causes signal quality problems for paying customers. To minimize potential problems, we regularly audit our system to detect such reception. If unauthorized service is discovered by CBPU, the cost will be billed to the customer for an estimate of CATV services delivered, including the cost of inspection, investigation, reconnection and cost of repair to CBPU facilities, all of which must be paid in full before service can be reestablished or restored.

Reproduction of Programming:

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

Disclaimer Regarding Programming Content or Changes:

The customer shall not hold CBPU responsible nor liable for programming content, nor for any changes, additions, or deletions in its programming or time schedule associated therewith. CBPU can assist you with the restriction of the viewing of a particular cable service on your TV during periods you select. Upon your request, CBPU can block you from receiving both the audio and video on a channel on which programming is provided on a per program or pay-per-view basis. Occasionally we are required by law to prevent showing certain programs. The "blackouts" can affect sporting events, as well as other programs. Blackouts are imposed for two general reasons: to protect; a) the local team's ability to attract a live audience, and b) television rights revenue by preventing duplication of any event by multiple carriers. In each case, there is one network that is designated as the exclusive carrier of an event or a specific sports team. The exclusive network has arranged for this privilege at its own expense. FCC regulations require us to blackout all other carriers of these events.

Digital Services:

An existing expanded basic service customer can elect to receive digital service by submitting his application for such service, but in no instance will any customer be permitted to receive digital service without expanded basic service. An existing expanded basic customer who elects to receive digital service will be charged for the service monthly. Electronic communication must be maintained with the digital converter.

Digital service programming cannot be provided to any customer who shall charge any fee for its viewing, or in public places for viewing by mass audience, except as provided by payment of a Hospitality Charge.

Minimum Period of Service:

The minimum period for which service will be provided is one month and the customer will be billed for the entire month even if a request to cancel service is received before the month is over.

The following changes will be counted as a discontinuance of existing service and require a request for installation of a new service. All associated installation charges will apply for the new service, and a new minimum period will be established.

- a) A change in the identity of the customer of record;
 - b) a move by the customer to a different building;
 - c) a change in the type of service;
 - d) a change in the type of DATA ACCESS channel termination; and
- (d) a change from two-point to multi-point DATA ACCESS service.

Interruption or Discontinuance of Service Due to Use of Non-CBPU Facilities:

In order to provide service, CBPU 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 no way guaranteed. In the event the continued use of such poles is denied for any reason, CBPU will make every reasonable effort to provide service over alternate routes and facilities. The customer agrees that he will make no claims or undertake any action against any utility, including CBPU, if the service provided to the customer is interrupted or discontinued for this reason.

Outages and Interruptions:

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

In the event CBPU dispatches any of its personnel to investigate any customer complaint or outage, and the problem is determined to be caused by the customer's television receiver or other customer-owned facilities, the customer may be charged the cost of time and transportation, but in no event shall said charge be less than ten dollars (\$10.00).

Equipment Return:

Whenever service is terminated, the customer shall return any utility supplied equipment, such as converter or cable modem, to CBPU's office. If the returned equipment is found to be in satisfactory working condition and customer has paid all service charges and any other applicable fees or charges, customer shall be entitled to the original amount of the deposit for the equipment, without interest or earnings. If the returned equipment 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, but shall be retained by the CBPU and applied toward the cost of its repair or replacement. The customer shall be invoiced for any repair or replacement costs that exceed the amount of the equipment deposit.

The customer 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 CBPU and must be returned to CBPU at any time service is terminated or discontinued. Failure to return utility equipment after service is terminated or discontinued shall result in a charge being assessed to customer's account. The customer shall pay to cover the cost of any utility equipment not returned, as well as any other expense incurred by CBPU resulting from customer's failure to return same. Willful failure to return any utility equipment is also a crime punishable by law.

Change of Occupancy or Ownership:

The customer shall notify CBPU of any change of occupancy or ownership of customer's premises promptly upon its occurrence. Nothing in these rules and regulations shall be construed to give the customer 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 CBPU.

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.

Approval of Equipment:

The CBPU reserves the right to approve or disapprove for use in connection with the municipal utility system, any wiring, equipment, appliances, fixtures, motors or any other devices that are presently in use or that are offered for use in connection therewith. Should any of the same be disapproved, their use shall be disconnected at once, either permanently, or until corrective measures have been taken. Failure to comply with orders to discontinue the use of or to apply corrective measures to disapproved equipment shall be deemed just cause for the discontinuance of all service until compliance is completed.

Cable Television Customer Privacy Rights Notice:

The Federal Cable Communications Policy Act of 1984 contains certain provisions regarding the collection and maintenance of personally identifiable information by cable television operators. In accordance with those provisions, our cable system collects and maintains personally identifiable information concerning customers.

Unless otherwise noted, all personally identifiable information is used solely for the normal business purpose of offering and rendering cable television service to you. Some persons have access to such information when necessary in connection with our business. Access is as often as necessary and may be on a day-to-day basis. Those people include cable system employees, cable system sales agents, businesses which provide services to the cable system, such as our accountants, billing and collection services, program and program guide providers where applicable, and program services which will periodically audit subscription information. The cable system will not maintain such information after it is no longer necessary for carrying on our business.

As a customer, you may review any personal information held by us that pertains to you. If you wish to review your personal information, please contact us by letter or telephone to arrange for a review. The review will be at our local business office. You may request correction of any error in personal information that we collect or maintain pertaining to you.

Federal law prohibits the cable system from collecting any personally identifiable information other than information necessary to carry on our business or to detect theft or services unless you consent. To the extent that we are permitted to collect personally identifiable information, we are permitted to disclose such information only to conduct our business. In addition, the law allows us to disclose your name and address for non-cable service related mailing lists or other purposes unless you tell us you do not wish to disclose it. However, such disclosure of names and addresses may not be in a nature of any transaction you make over the cable system. If you do not wish to have your name and address disclosed even in this limited manner, or if you wish to limit the circumstances in which we will disclose it, please fill out, and return a "Nondisclosure of Name and Address Form" from our local business office.

Except as indicated in the preceding paragraph, we may not disclose personally identifiable information without your consent, unless we are required to do so by court order. If we are served with a court order requiring disclosure of personally identifiable information concerning a customer, we will inform the customer before any information is released. Under some circumstances, a governmental entity may seek a court order to obtain personally identifiable information from the cable system concerning a cable customer. The customer must be given an opportunity to consent to issuance of such an order.

Any person aggrieved by an act of a cable operator in violation of these federal limitations on the collection and disclosure of personally identifiable information, may bring civil action in a United States District Court to enforce the limitations.

Equipment Compatibility Notification:

One of the reasons you subscribed to CBPU is that we offer many more channels of programming than you are able to receive off the air. Some customers may have TV receivers and VCR's that can tune to all the channels we provide. Other customers may have TV sets that do not tune to all the cable channels. In this case, CBPU will provide a set-top converter, or you may also choose to buy a converter at a retail outlet.

Even if you have a TV or VCR that was advertised as being able to receive all cable channels, some of you may still need a converter. This is because there have been no standards governing the reception of cable channels and so your television or VCR, however it may have been advertised, may not tune to all the channels we provide. According to government rules, by October 31, 1994, TVs and VCRs sold in the U.S. cannot be called "cable ready" unless they comply with new requirements, including the ability to properly tune all cable channels without some interference.

The set-top converter will "convert" the cable channels to channel 2, 3, or 4 on your TV. Please understand that the process of converting all of our channels to one channel means that you can only receive one channel at a time through the converter. This means that there may be certain features on your TV and VCR that depend on channel tuning of these devices that you will not be able to use. For instance, taping one program while watching another, recording two or more consecutive programs that appear on different channels, and the use of picture-in-picture may not be possible without additional equipment.

Should you wish to use some of the features noted above, CBPU will assist you with necessary supplemental equipment. This equipment might include an additional converter, or if you have a receiver that can tune all our cable channels, a switch that will enable you to bypass the converter and tune all unscrambled channels with your TV or VCR. Please contact us regarding your wishes and we will be happy to give you a schedule of charges for such equipment. In addition, you may purchase bypass switches and additional converters at retail outlets. Please remember, however, that converters with unscrambling capability can only be obtained from CBPU. In fact, should you see advertisements for cable converters that have unscrambling in them (so called "pirate boxes" or "black boxes") you should understand that these devices are illegal to sell or to use, unless authorized by your cable company. Because of the need to protect our scrambled services, CBPU will not authorize the use of any converter/descrambler not provided by the system.

CATV RATES

Basic Service	\$12.65 per month
Bulk Rates	
Senior Citizen/Assisted Living	\$ 3.85 per month
Motels, Health Care Facilities and Hospitals	ICB*
Apartment Complexes (8 units or more)	\$ 7.15 per month
Senior Citizens 65 years of age or older	\$12.10 per month
Expanded Basic Service	\$20.90 per month
Bulk Rates	
Senior Citizen/Assisted Living	\$ 6.05 per month
Motels, Health Care Facilities and Hospitals	ICB*
Apartment Complexes (8 units or more)	\$ 9.35 per month
Senior Citizens 65 years of age or older	\$19.60 per month
Digital Service (Guide, PPV, Music Only)	\$ 7.95 per month
Digital Basic Service	\$14.95 per month
Additional Digital Receiver with Remote Control	\$ 5.95 per month
Digital receiver equipped to process High Definition signals	\$ 10.95 per month
Digital video receiver equipped to process High Definition signals and equipped with dual tuners	\$12.95 per month
Additional digital receiver equipped to process High Definition Signals	\$ 6.95 per month
HBO Digital - includes 6 channels	\$16.95 per month
Cinemax Digital - includes 4 channels	\$14.95 per month
Showtime Digital - includes 11 channels	\$14.95 per month
Starz! Digital - includes 12 channels	\$14.95 per month
Pay-Per-View	Price varies by event or movie
Commercial Leased Access (Channel 22)**	
Programming for which a per-event or per-channel charge is made	\$110.00 per event/channel
Programming more than 50% of the capacity of which is used to sell products directly to customers	\$330.00 per month
All other programming	\$150.00 per month

CATV RATES Continued

Installation (one new install [TV] or one reconnect of previously wired home)	\$25.00 per visit
Fishing Wall	\$50.00 each
Additional Outlet Installation	\$25.00
Monthly Charge	\$ 0.00
Hospitality Charge***	charge varies by programmer
Vacation Service****	\$ 0.00
Service Calls	\$10.00 minimum may be charged if determined the problem was caused by customer's facilities.

* ICB - Individual case basis dependent on number of rooms served and
service desired.

**One hour minimum programming.

***Hospitality Charge - This charge is treated as a pass through charge by our
programmers and generally applies to bars, restaurants, clubs, etc.

****Vacation Service - Not available for periods of less than ninety
consecutive days.