

SERVICE ELECTRIC CABLE T.V. OF NEW JERSEY, INC.
(Herein, "Service Electric" or the "Company")

TARIFF
For
CABLE TELEVISION SERVICE

Applicable in
SUSSEX COUNTY AND WARREN COUNTY, NEW JERSEY

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Service Electric Cable T.V. of New Jersey, Inc.

I. SYSTEM MANAGER

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Post Office Box 853
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II. TERRITORY SERVED

1. The following municipalities located in Sussex County:

Andover Borough, Andover Township, Branchville Borough, Byram Township, Frankford Township, Franklin Borough, Fredon Township, Green Township, Hamburg Borough, Hampton Township, Hardyston Township, Lafayette Township, Town of Newton, Ogdensburg Borough, Sandyston Township, Sparta Township, Stillwater Township, Sussex Borough, Vernon Township and Wantage Township.

2. The following municipalities located in Warren County:

Blairstown Township, Frelinghuysen Township, Hardwick Township, Hope Township, and Knowlton Township.

3. The following municipalities pursuant to temporary operating authority of the Office of Cable Television:

Jefferson Township, Morris County and Borough of Stanhope, Sussex County.

III. STANDARD TERMS AND CONDITIONS

1. Adoption of Regulations of Office of Cable Television

The Rules and Regulations of the Office of Cable Television, Board of Public Utilities, State of New Jersey, are hereby adopted by reference thereto and are incorporated herein as though fully set forth, except those provisions of the Regulations which are, or may be, inconsistent with those promulgated by any Federal regulatory agency exercising competent jurisdiction, or which are otherwise preempted by Federal regulations, are specifically excluded and not adopted.

2. Ownership of Facilities

All facilities and equipment, including, but not limited to, amplifiers, convertors, junction boxes, cable and wire, furnished by the Company appurtenant to the provision of cable television service, remain the property of the Company and are furnished subject to the following conditions:

A. Such facilities and equipment shall be reasonably used by the subscriber and shall be returned to the Company upon demand or at the termination of service in good condition, reasonable wear and tear excepted.

B. Subscriber-provided equipment and facilities are not authorized to be connected to Company facilities unless specifically provided elsewhere in this tariff.

C. Subscribers shall not connect, rearrange, disconnect or remove appurtenant equipment provided by the Company except upon the written consent of the Company.

3. Maintenance of Facilities

The Company will maintain its facilities at its own cost where such maintenance is required by fair wear and tear. Where maintenance service is occasioned by the abuse of the subscriber, a charge shall be made of the cost of such maintenance service.

4. Subscriber-Provided Facilities

Subscriber-provided equipment may be connected to the facilities of the Company only in accordance with the following provisions:

A. Such subscriber-provided equipment shall not cause any interference with the provision of service to other subscribers, damage in any way the facilities of the Company; or enable the subscriber to avail himself or herself of services provided by the Company without paying therefore. Cable wire must meet minimum signal leakage standards.

B. Subscriber-provided equipment may be connected to the Company's facilities without the specific written approval of the Company, provided the Company's facilities are used solely for the delivery of its cable television service.

C. The granting of approval for the connection of subscriber-provided equipment does not constitute any representation on the part of the Company regarding the compatibility of such equipment with the Company's facilities. The Company shall not be responsible to the subscriber for damages arising out of mistake, improper design, improper use or any other cause, to the facilities of the subscriber so attached. Approval by the Company does not constitute any release to the subscriber for damages which may occur to the Company's facilities by reason of the connection of such subscriber-provided facilities.

D. Any use of the Company's facilities not reasonably contemplated shall be permitted only with the written consent of the Company.

E. Maintenance service of subscriber-provided facilities, including television receivers, is the responsibility of the subscriber. The Company does not provide such service, nor shall it bear the costs of such service.

F. Subscriber-provided equipment shall not cause signal leakage in excess of the limits set the Federal Communications Commission ("F.C.C.").

5. Liability of Service Electric Cable T.V. of New Jersey, Inc.

A. In accordance with the Rules and Regulations of the Office of Cable Television, N.J.A.C. 14:18-3.5, the Company will credit subscribers for outages as follows:

- 1) An outage is the total loss of the audio and visual portion of any service for which a subscriber pays a separate charge and which affects the Company's cable distribution equipment.
- (1) 2) For outages lasting three (3) to 24 hours, subscribers will receive a one day credit, based upon the subscriber's monthly rate.
- credit for 3) For outages lasting more than 24 hours, subscribers will receive a each calendar day (or part of a calendar day, if greater than three (3) hours during which service is unavailable.
- 4) No credit will be given if restoration of service with three (3) hours is impossible due to factors beyond the Company's control, provided that the Company restores service within three (3) hours after restoration of service becomes possible.

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- 5) If a loss of service lasts at least 24 hours and is not the result of an outage, the Company will credit the subscriber for one (1) day of service for each 24 hour period during which service is unavailable.
- 6) The Company will not provide a credit if the loss of service is caused by an act of the subscriber.
- 7) To apply for a credit, the subscriber must notify the Company, within 30 days of the outage, by phone or in writing, or within 30 days notify the Board of Public Utilities or complaint officer for community.

B. In any event, the Company shall not be liable for incidental or indirect damages resulting from any interruption of service, and the Company's total liability for interruption shall not exceed the amount calculated in accordance with Paragraph 5.A. above.

C. The Company shall not be liable for damages for any accident or any injury occasioned by its facilities when such accident or injury is not due to the negligence of the Company.

6. Billing Periods

Monthly payment shall be due within 15 days of receipt of the bill for service to be rendered.

7. Billing Procedures

At the time of installation, subscribers may be required to pay the applicable installation charge(s), and, where applicable, all other charges. Thereafter, subscribers will be sent invoices monthly.

8. Objections to Charges and Disputed Invoices

If an objection is not received in writing from the subscriber within 15 days after an invoice is rendered, such invoice shall be deemed correct and the charges, binding upon the subscriber.

In the event that a subscriber disputes an invoice, the subscriber must nevertheless pay that portion of the invoice not in dispute within 15 days of the time when the basis for the dispute becomes known to both the subscriber and the Company. Failure to do so will result in the subscriber being in breach of the service contract.

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9. Unnecessary Trip Charge

An unnecessary trip includes, but is not limited to the following:

1. Television set related problems. This includes TVS needing repair and/or adjustments.
2. VCR related problems. This includes VCRs needing repair and/or fine tune adjustments.
3. Customers that reconfigured cables, creating a service call where the service technician had to reconnect the cable properly.
4. Customers that tampered with cables, splitters, fittings, etc., creating a service call that required the technician to repair or replace such items.
5. Customer owned equipment that caused a service call. Examples such as video games, house amps, A/B switches, splitters, and cables.
6. Customers who do not cancel their appointments when a problem no longer exists.
7. If you are not home, if we are unable to access your home, or if an adult (over 18 years of age) is not present.
10. A subscriber that is to be disconnected may avoid disconnection by paying at the office, no later than 5pm the day prior to the scheduled disconnect, any outstanding balances that are due.

11. Late Payment Charge

A one and a half percent (1 1/2%) late payment charge will be imposed on any subscriber bills that are 31 days or more past due. The charge will be imposed on the overdue portion of the bill.

12. Term of Payments

Bills are payable in advance on a monthly basis and are due on the due date shown. Payment(s) for pay-per-view events or other services not provided on a regular basis are due in accordance with the announced procedures in connection with that event or service.

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13. Discount/Promotional Offerings

Periodically, the Company may offer discount and/or promotional offerings. These offerings will be announced in advance.

IV. RATE SCHEDULE

| 1. Residential | Charge (1) |
|---|---|
| A. Installation | |
| (1) Initial Outlet | |
| (up to 150 feet of aerial) | |
| (up to 100 feet of underground) | |
| (a) Aerial | \$ 36.00 |
| (b) Underground | \$ 48.50 (plus applicable trenching costs) |
| (c) Non-standard-over 150' aerial over 100' under- ground | Time plus materials |
| (2) Each Additional Outlet | |
| (up to 25 feet) | |
| (includes FM outlet) | |
| | \$15.50 |
| (3) Reconnection/Disconnection | |
| (a) Delinquent reconnect | \$ 26.00 |
| (b) Seasonal reconnection (3-6 months active service) | \$ 26.00 |

- (c) Addressable delinquent \$15.00
(includes physical retrieval of convertor)
- (d) Transfer Charge (retaining \$ 20.75
same level of service)

All items under special charges
add engineering costs (if any)
plus labor at \$37.00 per hour
plus 12% overhead)

- (4) Trap Installation Charge \$ 25.00
- (5) Special Charges Half hour minimum \$30.00
(any specialized or \$15.00 each quarter hour thereafter
customized installation-
½ hr. minimum-\$30.00)

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- (6) Multi Line Service same as (5)

- (7) Subsequent Installation (after initial installation)

- (a) Additional outlet -separate trip \$ 19.00

- (8) Relocation \$ 19.00 (inside)
\$ 32.50 (outside)

- (9) Unnecessary Trip Charge \$ 26.00

- (10) Returned Check Fee \$ 20.00

- (11) Installation of VCR or Other

Auxiliary Equipment

- (a) VCR initial installation \$12.25

- (b) A/B Switch \$12.25

- (c) VCR second trip \$23.75

- (d) A/B second trip \$23.75

- (e) Hearing-impaired equipment
installation \$23.75

- (f) Purchase A/B switch \$ 5.00

- (12) Digital Convertor

- (a) Initial Installation with basic \$ 7.50

- (b) Additional unit with basic \$ 7.50

- (c) Second trip \$23.75

- (d) Addressable change \$ 2.00

- (e) Remote replacement \$ 15.00

- (f) Convertor replacement (abuse) \$175.00

- (13) High Definition Convertor
 - (a) Basic Installation \$ 36.00
 - (b) Premium Installation \$ 37.50/hr
(1 hr. minimum)
 - (c) High Def. Convertor (abuse) \$400.00
 - (d) Digital Video Recorder (abuse) \$ 550.00
- (14) Cable Card
(Equipment Charge) \$125.00

B. Residential Service (Monthly)

- 1) Broadcast Basic First Outlet \$ 19.99
- 2) Expanded Basic \$ 36.96
- 3) Additional Connections \$.50
(includes FM, VCR, A/B Switch) -8-

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- 4) Digital Tier \$ 5.99
- 5) High Definition Tier \$ 4.95
- 6) Home Box Office \$ 13.00
- 7) Cinemax \$ 11.00
- 8) Digital Convertor Rental \$ 3.95
- 9) Franchise Fee (calculated on Basic \$ 2%
Services)
- 10) Hi Definition Convertor Rental \$ 10.00
- 11) Cable Card Service Charge \$ 2.95

2. Commercial

A. Multiple Dwellings, Apartments, Cooperatives, Condominiums

- 1) Installation Same as residential
- 2) Service Same as residential

B. Hotels, Motels, Rooming Houses, Nursing Homes & Hospitals

- 1) Installation Engineering cost plus material and labor at \$37.00
per hour plus 12% overhead
- 2) Service See Rate Table below

RATE TABLE

| | No. Of Outlets | Rate |
|-------|----------------|---------------------|
| 1 | (each outlet) | Same as residential |
| 2-4 | (each outlet) | \$26.11 |
| 5-20 | (each outlet) | \$24.35 |
| 21-49 | (each outlet) | \$21.18 |

C. Municipal Buildings, Fire Departments, Police Departments, Rescue Squads and Similar Establishments, and Churches.

- 1) Installation Same as Residential
- 2) Service \$11.35 per outlet
(may vary per community)

D. Public Schools and Libraries

- 1) Installation First outlet, no charge.
Subsequent outlets, same as Residential
- 2) Service No monthly charge for outlets. All other charges apply.

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E. Bars, Taverns, Restaurants and Other Commercial Establishments

- 1) Installation Same as Residential
 - 2) Basic Service Same as Residential
(per outlet)
 - 3) Pay Service May be prohibited by affiliation agreement.
4. Returned Check Charge \$ 20.00

V. LINE EXTENSION POLICY

1. Adoption of Office of Cable Television's Line Extension Policy

The Company hereby adopts and incorporates by reference herein the Line Extension Policy adopted by the Office of Cable Television, Board of Public Utilities, State of New Jersey, and employs a Homes-Per-Mile density of 35, homes per mile may vary per community.

A cable operator is required to absorb the cost of extensions to the system in the same proportion that the extension is to the remainder of the system.

Actual subscribers served by the extension are required to absorb the remainder of the cost.

If new subscribers are added to the extension the cost is adjusted and those who previously paid receive an appropriate rebate.

- 1. # of homes in extension =homes per mile (HPM) of extension
- 2. HPM of extension minimum HPM that =ratio of the density of the extension
to Company actually constructs in the system* the minimum density which the
Company constructs in the system.

- | | |
|---|---|
| 3. Total cost of building the extension times "A" | =Company's share of extension cost |
| 4. Total cost of building extension less Company's share of extension cost | =total amount to be recovered from subscriber |
| 5. Total amount to be recovered from subs Total subscribers in extension | =each subscriber's share |

In any case, the company shall extend its plant along public right of way to:

1. All residences and businesses within 150 aerial feet of operator's existing plant at no cost beyond the normal installation rate.
2. All residences and businesses within 100 underground feet of the operator's plant at no cost beyond the normal installation rate.

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*The minimum HPM that the company actually constructs in the system or municipality is the minimum number of homes which the company has historically constructed at its own cost. This is a function of the operator's break even point and its rate of return. Unbuilt systems will use the primary service area rather than construction.

The operator's installation policies shall apply to construction beyond the public right of way.

Detailed accounting and/or financial information to support the minimum HPM shall be supplied to the Office for its approval in such form as required. The minimum HPM shall be updated as appropriate.

When a request for service is received, and unless good cause is shown, cable companies shall:

- 1) Provide a written estimate within 30 days of such a request.
- 2) Begin construction within 60 days of receipt of any deposit monies from potential subscribers.
- 3) Complete construction within six months of receipt of any deposit monies from potential subscribers.
- 4) Inform each home passed along the extension of the potential costs for subscribers.

Subscribers who pay for an extension shall be entitled to rebates in the following manner:

- 1) If the company acquires new subscribers subsequent to the initial calculation of step 5 on page 9, the formula will be adjusted and those who have previously paid for the extension will be entitled to an appropriate rebate. In no event shall the amount of the rebate exceed the subscriber's contribution.

- 2) The company shall keep accurate records of the cost of the extension, the amounts paid by subscribers and any appropriate adjustments.
- 3) The company shall notify subscribers in the extension of their rights and responsibilities concerning the extension.
- 4) Once an individual dwelling has paid its share of the extension cost future reconnections or installations shall be made at the company's standard rate.
- 5) After a period of five years from the installation of the first dwelling unit in the extension, no further adjustments shall be made. Installations after five years shall be at the company's standard rate.
- 6) Once a subscriber is installed, that person shall not normally be entitled to a refund of any monies paid for the installation, except in accordance with the rebate procedure outlined in this policy.

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Definitions:

PRIMARY SERVICE AREA

The Primary Service Areas (PSA) can be an entire municipality but in many instances the PSA is a limited area within a community outside of which a line extension policy may apply.

The PSA is depicted by a franchise map and narrative, presented and recorded during the franchise proceedings. It normally remains a fixed geographic area throughout the life of the franchise.

LINE EXTENSION SURVEY

Potential subscribers residing outside the PSA who request service are entitled to an estimate

of their share of the cost to secure service. When conducting a survey and estimating costs, a cable company should factor-in all potential subscribers who could practically be included in the extension and give consideration to apparent residential construction in areas contiguous to the proposed extension.

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