

**HOMETOWN ONLINE, INC.**

**TARIFF**

**FOR**

**CABLE TELEVISION (CATV) SERVICE**

**PROVIDING CATV SERVICE AS:**

**WVT DIGITAL TV**

**OR**

**WVT COMMUNICATIONS DIGITAL TV**

**(Replaces existing Tariff dated 9/20/07)**

DATE OF ISSUE: May 30, 2008

EFFECTIVE DATE: July 1, 2008

ISSUED BY: DUANE ALBRO, PRESIDENT  
HOMETOWN ONLINE INC.  
47 MAIN STREET  
WARWICK, NY 10990

**TERRITORY SERVED**

**Vernon Township, Sussex County  
West Milford Township, Passaic County**

**NEW JERSEY**

**TABLE OF CONTENTS**

I.	Standard Terms and Conditions	Page 2
II.	Miscellaneous Charges	Page 5
III.	Rates and Charges	Page 8

DATE OF ISSUE: May 30, 2008

EFFECTIVE DATE: July 1, 2008

ISSUED BY: DUANE ALBRO, PRESIDENT  
HOMETOWN ONLINE INC.  
47 MAIN STREET  
WARWICK, NY 10990

**I. STANDARD TERMS AND CONDITIONS**

1. Adoption of Regulations of Office of Cable Television. The Regulations of the Office of Cable Television (the "Office"), Board of Public Utilities, State of New Jersey, are hereby adopted by reference thereto and are incorporated herein as though fully set forth, except that those provisions of the Regulations which are preempted by Federal regulations are specifically excluded and are not adopted.

2. Ownership of Facilities and Equipment

All facilities and equipment furnished by the Company appurtenant to the provision of CATV Service ("Company Equipment") remain the property of the Company and are furnished subject to the following conditions:

- a. Company 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, fair wear and tear excepted.
- b. Subscriber provided equipment and facilities ("Subscriber Equipment") shall be connected to Company Equipment only as specifically provided in this Tariff.
- c. Subscribers shall not rearrange, disconnect or remove Company Equipment, except upon the written consent of the Company. Where such rearrangement, disconnection, removal or other changes in Company Equipment are discovered, a charge will be made as though the work had been performed by the Company

3. Maintenance of Company Equipment

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

4. Subscriber Equipment

Subscriber Equipment shall be connected to Company Equipment only in accordance with the following provisions:

- a. Subscriber Equipment shall not cause any interference with the provision of service to other subscribers, damage in any way the Company Equipment, or enable the subscriber access to or use of services provided by the Company without paying therefor.
- b. No Subscriber Equipment may be connected to the Company Equipment without the specific written approval of the Company.
- c. The granting of approval for the connection of Subscriber Equipment does not constitute any representation on the part of the Company regarding the compatibility of such equipment with the Company Equipment. 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 Subscriber Equipment so attached. Approval by the Company does

DATE OF ISSUE: May 30, 2008

EFFECTIVE DATE: July 1, 2008

ISSUED BY: DUANE ALBRO, PRESIDENT  
HOMETOWN ONLINE INC.  
47 MAIN STREET  
WARWICK, NY 10990

not constitute any release to the subscriber from damages, which may occur to the Company Equipment by reason of connection of Subscriber Equipment.

- d. Any use of the Company Equipment not reasonably contemplated shall be permitted only with the written consent of the Company.
- e. Maintenance of and service on Subscriber Equipment, including television receivers, is the responsibility of the subscriber. The Company does not provide such maintenance or service and nor shall it bear the costs of such maintenance or service.

5. Basis for Suspended or Curtailed Service, or Refusal to Provide Service

The Company may suspend or curtail service to any subscriber upon reasonable notice, when notice can be reasonably given, for any of the following acts or omissions on the part of the Customer:

- a. Non-payment of a valid bill due for service furnished at a present or previous location subject, however to the notice requirements of State or Federal rules.
- b. Connecting or operating Subscriber Equipment in such a manner as to produce disturbing effects on the service of the Company, Company Equipment, to other subscribers, or which presents a hazard to life or property.
- c. Tampering with any Company Equipment.
- d. Providing CATV Service to others through the tapping of the Company's system, or fraudulent representation in relation to the use of the service within the subscriber's premises.
- e. Failure to provide reasonable access to the subscriber's premises for necessary purposes in connection with the provision of service. See section 7.
- f. Failure of the subscriber to comply with any of the terms and conditions contained in this Tariff.
- g. For any other basis for discontinuance of service specified in N.J.A.C. 14:18-4.3.
- h. The Company may refuse to provide service in accordance with N.J.A.C. 14:18-4.2 or N.J.A.C. 14:18-4.6(a).

6. Liability

- a. The Company shall not be liable for any defacement, damages or injuries resulting from the attachment of the Company's Equipment to the premises of the subscriber or to the Subscriber Equipment when such defacement, damage or injury is not the result of negligence on the part of the Company or its employees.
- b. The liability of the Company resulting from interruptions of service shall in no way exceed an amount equivalent to the proportionate charge to the subscriber for the period of time when such service shall be unavailable, provided service has been out for a three (3) hour period of time or longer. The Company shall not be liable for damages for any

DATE OF ISSUE: May 30, 2008

EFFECTIVE DATE: July 1, 2008

ISSUED BY: DUANE ALBRO, PRESIDENT  
HOMETOWN ONLINE INC.  
47 MAIN STREET  
WARWICK, NY 10990



## II. MISCELLANEOUS CHARGES

In addition to the recurring and non-recurring charges for CATV Service hereinafter specified in this Tariff, the following other charges may and/or shall also apply:

1. Advertising

All charges for advertising on a channel provided by the Company shall be negotiated between the advertiser and the Company. Rates will be determined on an individual basis and will be based on requirements and market conditions.

2. Credit for Fractional Service

When Broadcast Basic or Preferred Service is completely disconnected or discontinued at the subscriber's request, the Company will issue a credit on a pro rate basis for the unused portion of the particular month's Lifeline Service or Basic Service, as applicable.

3. Procedure on Returned Company Equipment

When Broadcast Basic or Preferred Service is completely disconnected or discontinued, the subscriber may elect to deliver, in person or by mail, the Company Equipment furnished to the subscriber to the Company in lieu of a service call by a Company employee. Or the subscriber may elect to arrange to have a service call from the Company to remove the Company Equipment from the subscriber's premises, in which case the subscriber will pay the Equipment Pick-up Charge, plus, in the Company's sole discretion, the Hourly Service Charge.

4. Deposit to Insure Credit

The Company may, in the Company's sole discretion, impose a deposit of up to 2 months service charges as a condition for supplying or continuing to supply CATV Service in accordance with the N.J.A.C. 14:18-4.6.

5. Waiver of Non-Recurring Charges

The Company may, in the Company's sole discretion, waive any of the Installation and Non-Recurring Charges. The waivers shall not be applied in an unduly discriminatory manner.

6. Late Payment Fee

The Company may, in the Company's sole discretion, impose the Late Payment Fee to collect overdue moneys due the Company. The Late Payment Fee may be charged regardless of whether the subscriber is being provided service or has been disconnected or discontinued from service equipment and facilities at the subscriber location. In addition to the Late Payment Fee, the Company may in its sole discretion seek recovery of reasonable costs incurred by the Company in any action to collect overdue moneys.

DATE OF ISSUE: May 30, 2008

EFFECTIVE DATE: July 1, 2008

ISSUED BY: DUANE ALBRO, PRESIDENT  
HOMETOWN ONLINE INC.  
47 MAIN STREET  
WARWICK, NY 10990

7. Terms of Payment

- a. All charges shall be paid by the subscriber to the Company at the address specified in the bill or at other such address as the Company may direct by notice to the subscriber.
- b. All charges for CATV Service shall be due and owing with or without notice or demand.
- c. Regular or monthly subscriber shall pay the applicable Monthly Service Charge, which is billed monthly in advance and is due and owing on the date specified in Section 7(d) below. A regular or monthly subscriber beginning service during the month shall be charged on a pro rated basis.
- d. The applicable Monthly Service Charges for CATV Service will be added to the subscriber's monthly telephone bill if a telephone customer; if not, a separate bill will be generated. Payment in full for CATV Services is due within 25 days of the billing date. If the subscriber payment has not been received by the due date, a notice of payment due will immediately be rendered. If payment is still due and owing 15 days after the date of the past due notification, the Company may elect to discontinue service and disconnect the subscriber. Before being reconnected, the subscriber must pay the appropriate Installation and Non-Recurring Charges as specified in this Tariff, and must make payment for any CATV Service still due and owing, including all expenses associated with the collection of the subscriber's account. Subscribers desiring to zero balance their account will be responsible for all expenses associated with the collection of their account.
- e. A. Installation and Non-Recurring Charges will be billed on the subscriber's first bill.  
  
B. Charges for special or non-standard installations or connections, when deemed as such by the Company in its sole discretion, are payable at the time the subscriber's application for service is accepted or upon the Company's determination that special or non-standard installations or connections are necessary.  
  
C. Charges for damage to company cables or equipment generated by subscriber or others will be billed on an individual case basis at the Hourly Service Charge Rate referenced in Section III.

DATE OF ISSUE: May 30, 2008

EFFECTIVE DATE: July 1, 2008

ISSUED BY: DUANE ALBRO, PRESIDENT  
HOMETOWN ONLINE INC.  
47 MAIN STREET  
WARWICK, NY 10990

f. Senior Citizens/Disabled Citizens Discount:

1. Eligible Senior Citizens and Disabled Citizens shall receive a ten percent (10%) discount on the Residential Monthly Recurring Charge for Broadcast Basic Service and on the Residential Monthly Recurring Charge for the Residential Gateway Converter Unit.
2. In order to be eligible for the Senior Citizens/Disabled Citizens Discount a customer must meet the eligibility requirement of the Pharmaceutical Assistance to the Aged and Disabled (PAAD) Program and must either (1) present a valid PAAD identification card, and certify that not more than one other person under the age of 62 resides in the same dwelling unit, or (2) execute and notarize a standard form of Affidavit pursuant to N.J.A.C. 14:18-3.21 or any amendments thereto.

DATE OF ISSUE: May 30, 2008

EFFECTIVE DATE: July 1, 2008

ISSUED BY: DUANE ALBRO, PRESIDENT  
HOMETOWN ONLINE INC.  
47 MAIN STREET  
WARWICK, NY 10990

### III. Rates and Charges

#### Installation Charges (Residential) Per Subscriber Location

1. Standard Primary Installation	\$99.00
2. Primary Installation (Pre-Wired connection)	\$75.00
3. Additional Outlet (same trip)	\$36.00
4. Additional Outlet (separate trip)	\$86.00
5. Upgrade/Downgrade—Electronic	\$5.00
6. Equipment Pick Up Charge (truck roll)	\$50.00
7. Hourly Service Charge	\$58.00
8. Non-Pay Reconnection from office	\$10.00
9. Mt. Creek Resort (includes pre-wire costs)	\$177.00

#### Other Charges

1. Late Fee	\$5.00
2. Returned Check Charge	\$30.00
3. Replacement of Damaged Residential Gateway (see note 1)	\$574.00
4. Replacement of Remote Control/per unit	\$15.00

#### Installation Charges (Commercial)

1. Primary Installation	\$125.00
2. Primary Installation (pre-wired connection)	\$110.00
3. Mt. Creek Resort	\$177.00

All other Commercial installation charges are the same as Residential, unless if custom Installation is requested, which will be quoted at the Hourly Service Charge rate.

#### Note 1:

Residential Gateway is a device that converts the Digital signal carried on the telephone lines into RF signals. Each Gateway can provide simultaneous video streams to 3 different TV sets.

DATE OF ISSUE: May 30, 2008

EFFECTIVE DATE: July 1, 2008

ISSUED BY: DUANE ALBRO, PRESIDENT  
HOMETOWN ONLINE INC.  
47 MAIN STREET  
WARWICK, NY 10990



Monthly Service Charge (Commercial)

1. Broadcast Basic	\$22.50
2. Preferred*	\$37.00
3. Music Choice***	\$34.95
4. Mt. Creek Resort Amenities Package*****	\$150.00
5. Residential Gateway (provides service to 3 TV sets)	\$8.00
6. Additional Gateway	\$12.15
7. High Capacity Line Charge****	\$7.80

\* Not available unless a subscriber to Broadcast Basic Service.

\*\* Is not available to Commercial subscribers.

\*\*\* Is available to Commercial subscribers.

\*\*\*\* Only charged if subscriber does not have WVT Local Exchange service, or when Additional Gateway is ordered

\*\*\*\*\* Excludes service to TV sets located in common or public viewing areas

\*\*\*\*\* Includes Broadcast Basic, Preferred, 1 Mbs DSL service, plus WVT Local Exchange service to 1 access line (WVT Local Exchange service provided at applicable prevailing tariff rates on file with the NJ Board of Public Utilities (BPU))

DATE OF ISSUE: May 30, 2008

EFFECTIVE DATE: July 1, 2008

ISSUED BY: DUANE ALBRO, PRESIDENT  
HOMETOWN ONLINE INC.  
47 MAIN STREET  
WARWICK, NY 10990