

Municipal Cable System of Easton, Maryland

(Easton Cable)

The Easton Utilities Commission

CABLE TELEVISION SERVICE TARIFF

LATEST REVISION:

JULY 1, 2010

Issued: July 1, 2010

Signed: Hugh E. Grunden

Effective: July 1, 2010

Title: President & CEO

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Cable Television Service Tariff

This Cable Television Service Tariff sets forth the Regulations and Rates under which cable television service will be supplied to its customers by the Easton Utilities Commission, in four parts as follows:

- I. GENERAL INFORMATION
- II. TERMS AND CONDITIONS
- III. ANALOG SERVICES, RATES & CHARGES
- IV. DIGITAL SERVICES, RATES & CHARGES

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PART I. GENERAL INFORMATION

1. Definitions

- a. "Commission" - The Easton Utilities Commission of Easton, Maryland.
- b. "Applicant" - Any person, firm, corporation or governmental body applying for cable television service under the terms of this Tariff.
- c. "Customer" - Any person, firm corporation or governmental body purchasing cable television service under the terms of this Tariff.
- d. "Cable System" - All cables, wires, electronic equipment, converters, terminals and other necessary equipment or devices required for and constituting the complete cable television system installed and operated by the Commission.
- e. "Distribution Cable" - That portion of the cable system which is located in streets, alleys and other rights-of-way.
- f. "Service Drop" - That portion of the cable system connecting the Customer's dwelling unit with the distribution cable.
- g. "Month" - The period between any two billing dates.
- h. "Business Hours" or "Normal Working Hours" - The hours of operation of the Commission's Customer Service Center which are from 8:00 a.m. to 4:30 p.m., Monday through Friday, except Holidays.
- i. "Theft of Cable Television Service" - Theft of cable television services is the obtaining of cable television services by means of threat or deception, or through electrical, electronic or mechanical tampering.

2. Filing and Posting

A copy of the Tariff is filed with the Clerk of the Town of Easton and copies are available for inspection in the Commission's Customer Service Center located at 201 N. Washington Street, Easton, Md.

3. Application of Contracts

The Tariff is a part of every contract for service. The benefits and obligations of the contract inure to and are binding upon the successors, personal representatives and assigns of the parties thereto for the full term of the contract. The contract shall not be assigned by the Customer.

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4. Revision

The Tariff may be changed or revised from time to time as approved and accepted by the Town of Easton. All contracts are subject to such changes or revisions.

5. Interpretation

The interpretation of the Tariff as to its intent and application will be made by the Commission subject to the approval of the Town of Easton.

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PART II. TERMS AND CONDITIONS

1. Application for Service

Service shall be initiated by application for same at the Customer Service Center of the Commission and such application shall constitute a contract between the Commission and the Applicant.

Such application shall specify the type of service(s) desired and conditions under which service(s) shall be provided. The Commission shall have the right to reject such application and to refuse service thereon to any Applicant for good and sufficient cause, including but not limited to economic feasibility and availability of service. The Commission further reserves the right, because of such special considerations, to furnish and enter into contracts for service with special requirements and/or safeguards as may be needed to preserve the integrity of the cable system and regularity of collection for service from the Customer. The Commission reserves the right to reject such application, returning such payments and deposits to the Applicant if, in the Commission's judgment, such service cannot be satisfactorily provided or if in its judgment the Applicant cannot comply with the terms of the Contract and Tariff.

Customer equipment shall be connected to the Cable system only by the Easton Utilities Commission after the acceptance of a proper application for service filed at the Commission's Customer Service Center.

2. Customer Security Deposits

The Commission reserves the right, at its discretion, to require an interest bearing security deposit equivalent to two month's of the service, including terminal rental fees, that the Customer selects. The Commission further reserves the right, with approval of the Town of Easton, to increase the security deposit.

All company-owned equipment, including, but not limited to, set-top terminals, cable modems and Multimedia Terminal Adaptors (MTAs) are, and shall remain, the exclusive property of the Commission, and may be removed or replaced at any time by the Commission, and are not transferable to any other person, firm or corporation by the Customer. Within forty-five (45) days after the Customer has properly terminated cable service and returned all company owned equipment to the Commission in good working order, reasonable wear and tear excepted, the Commission will return the Customer's security deposit.

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A Customer who fails to return company-owned equipment shall be charged the following to replace the equipment.

Digital Video Recorder (DVR) Terminal	\$520 each
High Definition DVR Terminal	\$560 each
High Definition Terminal	\$360 each
Standard Digital terminal	\$300 each
Cable modem	\$125 each
Multimedia Terminal Adaptor	\$50 each

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3. Installation and Connection Charges

Charges shall be as indicated in Sections III and IV of this Tariff. At its sole discretion the Commission may waive any or all such charges for promotional purposes.

4. Customer's Installation

All terminals, boxes, amplifiers, wiring and such other appliances as are furnished by the Commission shall remain its property. All wiring and appliances upon and within the Customer's premises for Cable Service must comply with and be installed and maintained in accordance with generally accepted cable industry practices and the standard practices of the Commission.

5. Continuity of Service

The Commission shall not be liable for any loss, damage, or expense to any Customer occasioned by any failure to supply service according to the terms of the Contract, if such failure shall be due to storm, lightning, fire, flood, drought, strike or any cause beyond the control of the Commission, or any cause except willful default or neglect on the part of the Commission. At the Customer's written request the Commission will refund to the Customer, on a pro rata basis, a portion of the monthly service fee based upon the duration of any interruption of service as related to the month in which such interruption occurred.

6. Billing and Payment

Bills for Cable Television Service shall be due and payable monthly, on the printed due date by the Customer at the Commission's Customer Service Center located at 201 North Washington Street, Easton, Maryland. Bills shall be mailed to the Customer at the address provided by the Customer. The Commission assumes no responsibility for the failure of the Customer to receive the bill. In the event the service fee is not paid by the due date, the Commission may discontinue all cable television service to said Customer.

7. Returned Checks

Checks given in payment for Cable Television Service and all other services provided by the Commission, which are returned unpaid by the Customer's bank, will result in an additional charge of thirty-five dollars (\$35.00) per check, per occurrence, which charge shall be levied against the Customer.

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8. Refusal or Discontinuance of Service

Upon the Customer's failure to comply with any of the provisions of this Tariff, or to pay for service by the printed due date, the Commission may refuse or discontinue service and remove its property without liability to the Customer for any loss, cost, damage or expense occasioned by such refusal, discontinuance or removal.

Cable television service may be refused or terminated without notice for fraudulent use of service, tampering with Commission property or for the theft of the cable television service.

9. Termination of Service

Customer shall give the Commission a minimum notice of at least one (1) working day prior to termination of cable television service and shall provide access, if necessary, for the Commission's serviceman to remove any or all of the Commission's equipment. Such disconnection shall take place during regular business hours.

10. Reconnection or Turn On Charge

Should it be necessary, due to non-payment of bills or non-compliance with the rules and regulations of the Commission, to disconnect or turn off the service of the Customer at the Customer's premises or at the system's headend, a charge of twenty-five dollars (\$35.00), payable in advance, will be levied for reconnecting or turning on the service. Such reconnection or turn on will be made only during normal working hours.

11. Change of Premium Service

A change from one premium service to another premium service may be requested by the Customer by application to the Commission's Customer Service Center. The Commission reserves the right to charge, in advance, a fee of ten dollars (\$10.00) for each such change of premium service.

12. Customer's Liability

The Customer shall be responsible for all charges for cable television service furnished under agreement until proper termination.

The Customer shall be responsible for all damages to, or loss of, the Commission's property located upon his premises unless occasioned by fire, storm, lightning, flood or the Commission's negligence.

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13. Service Calls

All service complaints shall be directed to the Commission.

A technician will be dispatched to the Customer's home as soon as it is practicable. The Commission will respond to routine service calls during normal working hours. The technician will notify the Customer if there is a problem with the Customer's equipment. The Commission will not be responsible for the repair or adjustment of Customer equipment. The Customer may be charged a minimum of fifteen dollars (\$15) per service call for each additional service call within a six (6) month period relating to problems with the Customer's equipment.

14. Access to Customer's Premises

The Commission shall have free access to, and right-of-way for cables, terminals and fixtures on the Customer's premises.

The Owner and Customer authorize the Commission to enter the Customer's premises at reasonable times, for the purpose of inspecting, maintaining, repairing or removing any or all of its apparatus used in connection with the supply of the cable television service. When disconnection of the service is necessary for any reason, and permission to enter the premises for the purpose of disconnecting the service is refused, the disconnection shall be made from the outside of the premises. The Customer shall pay the Commission the cost in connection therewith, as a condition of resuming the service, in addition to the cost of reconnection. Should the Customer relocate and desire service, this disconnection charge shall first be paid by him to the Commission along with the established value of any Commission property, such as the terminal, which was not recovered by the Commission at the previous location.

15. Conditions of Use

The Commission will undertake to furnish service to the Customer for use only for his own purposes and only on the premises occupied, through ownership or lease by the Customer. The service may not be offered by the Customer for resale to another or others.

16. Term of Contract

The minimum term of Contract shall be one (1) month. No refunds will be made for any service which is terminated or discontinued prior to the expiration of the minimum term.

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17. Service Drop

The Commission will decide upon the location and point of connection of the Customer's Service drop. There will be only one service drop per Customer per location. The standard service drop shall not exceed two hundred (200) feet in length. In the event that the Applicant's service drop should exceed two hundred (200) feet in length, or require other than normal materials or construction procedures, additional installation costs may be required to be paid in advance of the installation of the service. Each Applicant shall be deemed to have provided to the Commission a right-of-way and easement for the installation and maintenance of the service drop on, under, through or over his property for the purpose of providing such service. Easton Utilities is required by law to contact Miss Utility prior to any underground construction to identify and locate existing, publically owned, underground utilities. The Customer is responsible for locating existing, Customer-owned underground facilities such as, but not limited to, irrigation systems, invisible fence wiring, and septic systems. Easton Utilities and/or its agents will not be held responsible for damage occurring to Customer-owned underground facilities that are not properly marked, exposed, or located by the property owner prior to the underground construction of coax, fiber optic, or communication cables.

18. System Extensions

The Commission shall extend its cable system to serve new Customers in its service territory if, in its sole opinion, the proposed extension is economically and technically feasible.

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PART III. ANALOG SERVICES, RATES & CHARGES

1. Services

The following television services are provided based upon terms and conditions indicated in present affiliate agreements between the Commission and the various suppliers of the services to the Commission. The Commission will not be liable for any loss, damage, expense or inconvenience caused by a change in such services necessitated by changes in the terms and conditions in such affiliate agreements or the availability of program services over which the Commission has no control.

a. Broadcast Basic (19 Channels)

Local Origination Program (2 Channels)

Station/Affiliation	Origination
Mid-Shore Community T.V.	Easton, MD
TV 98	Easton, MD

Off-Air Programs (14 Channels)

Station/Affiliation	Origination
WMAR – ABC (2)	Baltimore, MD
WBFF – FOX (45)	Baltimore, MD
WRC - NBC (4)	Washington, DC
WDCA – UPN (20)	Washington, DC
WMPT – PBS (22)	Annapolis, MD
WJLA – ABC (7)	Washington, DC
WMDT – ABC/NBC (47)	Salisbury, MD
WUSA – CBS (9)	Washington, DC
WUTB – IND (24)	Baltimore, MD
WBAL – NBC (11)	Baltimore, MD
WETA – PBS (26)	Washington, DC

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WJZ - CBS (13)	Baltimore, MD
WNUV – IND (54)	Baltimore, MD
WBOC – CBS/NBC (16)	Salisbury, MD
TV Guide Channel	Satellite
TBN	Satellite

b. Tier I Basic Service (34 Channels)

Tier I Basic Service includes all of the above channels plus the following additional services:

Cable Programs (16 Channels)

Program	Program
Cable News Network (CNN)	CNN Headline News
C-Span	C-Span 2
BET	Family Channel
Country Music T.V.	The Weather Channel
The Discovery Channel	The Learning Channel (TLC)
Home Shopping Network	QVC – Shopping Channel
Lifetime	Spike
Travel Channel	WTBS

c. Tier II Expanded Basic (74 Channels)

Tier II Expanded Basic includes all of the above channels plus the following additional services:

Cable Programs (36 Channels)

Program	Program
American Movie Classics	Animal Planet
Arts & Entertainment	Bravo

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The Cartoon Network	Comedy Central
CNBC	
The Disney Channel	(E!) The Entertainment Channel
ESPN	ESPN2
FX	The Food Network
Fox Network News	The Golf Channel
History Channel	Home and Garden
MSNBC	MTV
Nickelodeon	Versus
Sci-Fi Channel	Speed Channel
(TCM) Turner Classic Movies	G4
TVLand	(TNT) Turner Network Television
(VH-1) Video Hits-1	USA Network
ESPN Classic	TruTV
Great American Country	Lifetime Movie Network
Lifetime Real Women	National Geographic Channel
MASN 1	NFL Network
MASN 2	EWTN

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d. Tier II Plus*

Tier II Plus includes all of the Tier II channels plus one Movie Plex Choice

Movie Plex Choices
HBO, Multiplex Channels
Cinemax, Multiplex Channels
Starz and Encore, Multiplex Channels
The Movie Channel
Multiplex Channels

e. Tier II Espanol*

Tier II Espanol includes all of the Tier II channels plus the following additional services:

Discovery en Espanol	CNN en Espanol
Fox Sports en Espanol	Toon Disney
MTV Espanol	MTV Espanol
52MX	Telemundo Internacional
Cine Latino	HTVN
ESPN Deportes	

*Requires Digital Terminal Rental

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f. Parental Discretion

Set-top terminals are available with Parental Control features for all levels of service. These features are available at no additional cost; however, set-top terminals require a normal monthly rental fee.

2. Residential Rates & Charges

Available for all residential service within the Commission's cable television service territory.

Applicable to single-family dwelling units.

a. Charges

Installation	Charge
New Service - Primary Outlet	\$39.95
Additional Outlet (at same time)	\$15.00
Additional Outlet (installed later)	\$25.00
Digital Connection Charge - At time of Installation	\$39.95

b. Monthly Service Rates

Broadcast Basic	\$13.70/Month
Tier I Service	\$27.50/Month
Tier II Service	\$46.70/Month
Tier II Plus*	\$56.60/Month
Tier II Espanol*	\$53.70/Month
Pay-Per-View	Rates determined at time of Event

*Requires Digital Terminal rental

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c. Multiple Premium Service

A discount may be offered to any Customer taking more than one premium service. The discount may vary from time to time and from service to service for promotional purposes. Information on these discounts will be available during normal working hours at the Commission's Customer Service Center.

3. General Service Rates

Available for all service other than residential within the Commission's cable television service territory.

Applicable to other than residential establishments including hotels, motels, rooming houses, commercial enterprises and industries.

General Service Rates are subject to establishment on a case-by-case basis.

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PART IV. DIGITAL SERVICES, RATES & CHARGES

Various levels of services, their rates and other charges are enumerated in Appendix A. These rates and other charges are subject to change at the discretion of the Commission.

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APPENDIX A

1. Digital Services

The following digital television services are provided based upon terms and conditions indicated in present affiliate agreements between the Commission and the various suppliers of the services to the Commission. The Commission will not be liable for any loss, damage, expense or inconvenience caused by a change in such services necessitated by changes in the terms and conditions in such affiliate agreements or the availability of program services over which the Commission has no control.

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a. Digital Basic (41 Channels)

Program	Program
Discovery Kids	Style
Science Channel	VH1 Classic
Discovery Health	Independent Film Channel
Planet Green	Women's Entertainment
Investigation Discovery	Sundance
The Military Channel	Fox Movie Channel
Nick, Jr.	Fox Business Network
MTV Hits	Centric
Teen Nick	Disney XD
CMT Pure Country	VH1 Soul
Access to PPV	Music Choice
DIY Network	Nick Toons
Fine Living	BBC America
ESPN News	Bloomberg
The Outdoor Channel	Biography
Fox Soccer Channel	History International
Fox Sports Network Atlantic	WBAL Insta Weather
Fox Sports Network Central	Chiller
Fox Sports Network Pacific	Oxygen
Hallmark Channel	WETA Kids
ESPNU	

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b. Digital Premium Movie Plexes

Premium services are available to all Digital Customers.

Premium Services

Program
HBO - includes HBO E, HBO W, HBO Plus E, HBO Plus W, HBO Signature E, HBO Signature W, HBO Family E, HBO Family W, HBO Zone, HBO Comedy, HBO Latino
Cinemax - includes Cinemax E&W, MoreMax E&W, Action Max
Showtime – includes Showtime E&W, Showtime TooE&W, Showtime Next, Showtime Extreme E&W, Showtime Beyond , Flix
The Movie Channel – TMC E, TMC W, TMC Extra
STARZ/ENCORE - includes STARZ! E&W, Black STARZ!, STARZ! Theater E&W, STARZ! Family, Encore, Encore Westems, Encore Love Stories, Encore Mystery, Encore True Stories, & Encore Action
PPV - InDemand 1-6, Playboy, Hot Choice, Club Jenna, Spice Xcess

2. Residential Rates & Charges

Available for all residential service within the Commission's cable television service territory.

Applicable to single-family dwelling units.

a. Charges

Installation	Charge
New Service - Primary Outlet	\$39.95
Additional Outlet (at same time)	\$15.00
Additional Outlet (installed later)	\$25.00
Connection Charge - At time of Installation	\$10.00
Without Installation	\$10.00

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b. Monthly Service Rates

Digital Basic Service*	\$56.10/Month
Premium Services	
Move Plex 1*	\$67.10/Month
Movie Plex 2*	\$77.00/Month
Movie Plex 3*	\$87.00/Month
The Works*	\$93.90/Month
HDTV*	FREE
Digital Terminal Options	
Standard Digital Terminal	\$4.95/Month
Digital Video Recorder (DVR) Terminal	\$12.95/Month
First High Definition Terminal	\$14.95/Month
Additional High Definition DVR Terminals	\$6.95/Month
First HD + DVR Terminal	\$20.95/Month
Additional HD + DVR Terminals	\$12.95/Month

* Requires Digital Terminal rental

** Requires HD compatible TV, HD Terminal rental and any Easton Cable Digital service.

3. General Service Rates

Available for all service other than residential within the Commission's cable television service territory.

Applicable to other than residential establishments including hotels, motels, rooming houses, commercial enterprises and industries.

General Service Rates are subject to establishment on a case-by-case basis.

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