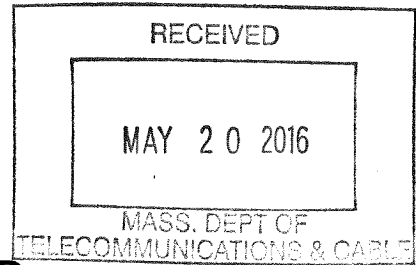


EFFECTIVE DATE: 05-05-16

EXPIRATION DATE: 05-04-21



TOWN OF NORTH BROOKFIELD

COMMONWEALTH OF MASSACHUSETTS

RENEWAL CABLE TELEVISION LICENSE

GRANTED TO

CHARTER COMMUNICATIONS ENTERTAINMENT I, LLC

| I/k/a |

Charter Communications

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CHARTER FRANCHISE AGREEMENT

This Franchise Agreement is between the Town of North Brookfield, hereinafter referred to as the “Issuing Authority” and Charter Communications Entertainment I, LLC I/k/a Charter Communications, hereinafter referred to as the “Licensee.”

WHEREAS, the Issuing Authority of the Town of North Brookfield, Massachusetts (“Town”), pursuant to chapter 166A of the General Laws of the Commonwealth of Massachusetts, as inserted by Chapter 1103 of the Acts of 1971, as amended, is authorized to grant one or more non-exclusive, renewal licenses to construct, upgrade, operate and maintain a Cable Television System within the Town of North Brookfield and

WHEREAS, the Issuing Authority finds that the Licensee has substantially complied with the material terms of the current Franchise under applicable laws, and that the financial, legal and technical ability of the Licensee appears to be sufficient to provide services, facilities and equipment necessary to meet the future cable-related needs of the community, and

WHEREAS, both parties agree that this statement shall in no way eliminate, reduce or abridge any of the lawful rights and remedies available to the Town or Licensee in the future, and

WHEREAS, having afforded the public adequate notice and opportunity for comment, Issuing Authority desires to enter into this Franchise with the Licensee for the construction and operation of a cable system on the terms set forth herein; and

WHEREAS, the Issuing Authority and Licensee have complied with all federal and State mandated procedural and substantive requirements pertinent to this franchise renewal;

NOW, THEREFORE, the Franchise Authority and Licensee agree as follows:

1 Definition of Terms

1.1. Terms

For the purpose of this franchise the following terms, phrases, words and their derivations shall have the meaning ascribed to them in the Cable Communications Policy Act of 1984, as amended from time to time (the "Cable Act"), unless otherwise defined herein. When not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number. The word "shall" is mandatory and "may" is permissive. Words not defined shall be given their common and ordinary meaning.

1. "Affiliate or Affiliated Person" shall mean another person who owns or controls, is owned or controlled by, or is under common ownership or control with, such person.
2. "Basic Cable Service" shall mean any service tier which includes the retransmission of local television broadcast signals as well as the PEG Channels required by this Renewal License.
3. "Cable Act" shall mean Public Law No. 98-549, 98 Stat. 2179 (1984) (the Cable Communications Policy Act of 1984), as amended, 47 U.S.C. §§ 521, et. seq. by Public Law No. 102-385, 106 Stat. 1460 (1992) (the Cable Television Consumer Protection and Competition Act of 1992 (the "1992 Cable Act")), as further amended by Public Law No. 104-458, 110 Stat. 110 (1996) (the Telecommunications Act of 1996).
4. "Cable Advisory Committee" shall mean the committee appointed by the Issuing Authority for the purpose of advising, researching, and assisting relative to Cable issues.
5. "Cable System," "Cable Service," "Cable Operator" shall be defined as set forth in the Cable Act. "Cable Division" shall mean the Cable Television Division of the Massachusetts Department of Telecommunications and Cable (DTC).
6. "Drop or Cable Drop" shall mean the cable that connects each home or building to the feeder line of the Cable System.
7. "Effective Date" or "Execution Date" shall mean the date when both parties execute the License.
8. "FCC" shall mean the Federal Communications Commission and any successor governmental entity thereto

9. "Franchise" or "License" shall mean the non-exclusive rights granted pursuant to this franchise to construct and operate a Cable System along the public ways within all or a specified area in the Service Area.

10. "Gross Revenue" means all revenues, as accrued in a manner consistent with Generally Accepted Accounting Principles (GAAP), derived by Licensee and/or its Affiliates from the operation of the Cable System to provide Cable Services in the Town, including, without limitation: the revenues derived from the distribution of any Cable Service over the Cable System; fees and charges collected from Subscribers for Cable Services, including, but not limited to Basic Service, expanded basic and pay cable and premium Cable Services, pay-per-view Cable Services, video-on-demand Cable Services, digital Cable Services; commercial Cable Services, installations, reconnections, change in service (upgrades, downgrades, etc.) and similar fees and charges, fees and charges for the use of channels designated for commercial use (including leased access programming revenues); revenues received from rentals or sales to Subscribers of converters, remote controls, and other Subscriber equipment used to provide Cable Service over the Cable System; revenues that the Licensee or its affiliates receives from home shopping channels for the use of the Cable System as prorated to include such revenue attributable to the Cable System in the Town. Unrecoverable bad debt shall not be included in Gross Revenue, provided, however, that bad debt recoveries shall be included in Gross Revenue during the period collected. Gross Annual Revenues shall also include the gross revenue of any other Person which is derived from or in connection with the operation of the Cable System to the extent that said revenue is derived through a means which has the effect of avoiding payment of Franchise Fees to the Town that would otherwise be paid herein.

11. "Head End" shall mean the electronic control center of the Cable System containing equipment that receives, amplifies, filters, and/or converts incoming signals for distribution over the Cable System.

12. "Installation" shall mean the connection of the Cable System from feeder cable to Subscribers' terminals.

13. "Issuing Authority" shall mean the Board of Selectmen of North Brookfield.

14. "Licensee or Franchisee" shall mean Charter Communications Entertainment I, LLC I/k/a Charter Communications or its lawful successor, transferee or assignee.

15. "License Fee or Franchise Fee" shall mean the payments to be made by the Licensee to the Town of North Brookfield, which shall have the meaning as set forth in Section 622(g) of the Cable Act and M.G.L. Chapter 166A.

16. "PEG" shall mean the acronym for "public, educational and governmental," used in conjunction with Access Channels, support and facilities.

17. "PEG Access Channels" shall mean any channel(s) made available for the presentation of PEG Access Programming.

18. "Person" shall mean an individual, partnership, association, organization, corporation or any lawful successor, transferee or assignee of said individual, partnership, association, organization or corporation.

19. "Public School " shall mean any school at any educational level operated within the Service Area by any public school system, but limited to, elementary, junior/middle high school, and high school.

20. "Public Way or Street" shall include each of the following located within the Service Area: public streets, roadways, highways, bridges, land paths, boulevards, avenues, lanes, alleys, sidewalks, circles, drives, easements, rights-of-way and similar public ways and extensions and additions thereto, including but not limited to public utility easements, dedicated utility strips, or rights-of-way dedicated for compatible uses now or hereafter held by the Issuing Authority in the Service Area, which shall entitle the Licensee to the use thereof for the purpose of installing, operating, repairing and maintaining the Cable System.

21. "Reasonable notice" shall be written notice addressed to the Licensee at its principal office or such other office as the Licensee has designated to the Issuing Authority as the address to which notice should be transmitted to it.

22. "Renewal License" shall mean the non-exclusive Cable Television Renewal License granted to the Licensee by this instrument.

23. "Service Area" shall mean the geographic boundaries of the Franchise Authority, and shall include any additions thereto by annexation or other legal means, subject to the exception in subsection 6.1 hereto.

24. "Signal" shall mean any transmission of electromagnetic or optical energy which carries Programming from one location to another.

25. "State" shall mean the Commonwealth of Massachusetts.

26. "Subscriber" shall mean any person lawfully receiving Cable Service from the Licensee.

27. "Subscriber Network" shall mean the 750 MHz Cable Television System to be owned, operated and maintained by the Licensee, over which Signals can be transmitted to Subscribers.

28. "Town" shall mean the Town of North Brookfield, Massachusetts.

29. "Trunk and Distribution System" shall mean that portion of the Cable System for the delivery of Signals, but not including Drop cables to Subscriber's residences.

2. Grant of Franchise

2.1. Grant

(a) PURSUANT to the authority of Chapter 166A of the General Laws of the Commonwealth of Massachusetts, (M.G.L. c. 166A) as inserted by Chapter 1103 of the Acts of 1971, as amended, and to federal law, the Board of Selectmen as the Issuing Authority of the Town of North Brookfield, Massachusetts ("Town"), shall grant a non-exclusive renewal Cable Television License to Charter Communications Entertainment 1, LLC. ("Licensee") a Limited Liability Corporation established for such purpose, authorizing and permitting said Licensee to operate a Cable Television System within the corporate limits of the Town of North Brookfield, Massachusetts. The Renewal License is granted pursuant to Chapter 166A of the General Laws of the Commonwealth of Massachusetts, as amended, and with all rules and regulations of the FCC, the rules and regulations of Cable Division, the Cable Act, as amended, and all other rules and regulations in force and effect upon the date hereof.

(b) Subject to the terms and conditions herein, the Issuing Authority shall grant to Licensee the right to upgrade, install, operate and maintain a Cable System in, under, over, along, across, through or upon the Public Ways, including streets, lanes, avenues, alleys, sidewalks, bridges, highways and other public places under the jurisdiction of the Town of North Brookfield within the municipal boundaries and subsequent additions thereto, including property over which the Town has an easement or right-of-way, Private Ways and also through public and private easements, which are within the Town, that have been dedicated for compatible uses. In exercising rights pursuant to the Renewal License, Licensee shall not endanger or interfere with the lives of persons or, without prior written permission unlawfully interfere with any installations of the Town, any public utility serving the Town or any other persons permitted to use public ways and places. Grant of the Renewal License does not establish priority for use over other present or future permit holders or the Town's own use of public ways and places. Disputes between Licensee and other parties regarding use of public ways and places shall be resolved in accordance with the North Brookfield Department of Public Works regulations, or governing applicable law or bylaw.

2.2 Term

The Franchise and the rights, privileges and authority hereby granted shall be for a term of five (5) years, commencing on the Effective Date of this Franchise as set forth in subsection 15.11, unless otherwise lawfully terminated in accordance with the terms of this Franchise.

2.3 Franchise Requirements for Other Franchise Holders.

(a) The Renewal License shall not affect the right of the Issuing Authority to grant to any other person a license or right to occupy or use the streets or portions thereof for the construction, installation, operation or maintenance of a Cable Television System within the Town, or the right of the Issuing Authority to permit the use of the public ways and places of the Town for any purpose whatever. Licensee hereby acknowledges the Issuing Authority's right to make such grants and permit such uses. Issuing Authority shall not permit or authorize any person or entity to operate a cable system without a License or franchise, as defined by 47 U.S.C. § 522(9).

(b) The Issuing Authority agrees that any grant of additional franchises, licenses, consents, certificates or other authorizations by the Issuing Authority to any other Person(s) to provide Cable Services, or other services utilizing any system or technology requiring use of the public rights of way, shall require that services be provided for the same territorial area of the Issuing Authority as required by this Franchise and shall be competitively neutral and not be on terms and conditions (including, without limitation, the service area, PEG capital grants and the franchise fee obligations) more favorable or less burdensome to the Person(s) of any such additional franchise, licenses, certificates or other authorizations, than those which are set forth herein. If another provider of Cable Services, video services or other television services utilizing any system or technology requiring use of the public rights of way in the Service Area, is lawfully authorized by any governmental entity or otherwise exempt from obtaining a franchise to provide such services Issuing Authority hereby agrees that, upon a request from Licensee as a matter of law, Licensee's Franchise is modified within thirty (30) days of the granting of such authorization or exemption for the purpose of establishing the same terms and conditions as such Person(s) on a competitively neutral basis. In the event federal, state or local law, rules or regulations are amended, modified or created that have the lawful effect of modifying the terms and conditions of this Franchise during the term or any extension thereof, then the parties shall modify this Franchise in such a way that is mutually agreeable to both parties. Licensee shall have the right to terminate this Franchise in the event Issuing Authority and Licensee fail to mutually agree to modifications to Licensee's Franchise within sixty (60) days from the commencement of such modification negotiations.

2.4 Police Powers and Conflicts with Franchise

By executing the Renewal License, the Licensee acknowledges that its rights are subject to the powers of the Town to adopt and enforce general by-laws necessary to the safety and welfare of the public. The Licensee shall comply with all applicable State and Town laws, by-laws, rules, and regulations governing construction within a Public Way. In the event of any conflict between this Franchise and any Issuing Authority ordinance or regulation, apart from the lawful police powers of the Town, materially contradicting the applicable provisions of this Franchise, this Franchise will prevail. This Franchise is a contract and except as to those changes, which are the result of the Issuing Authority's exercise of its general police power, the Issuing Authority may not take any unilateral action, which materially changes the explicit

mutual promises in this contract. Nor may the Franchisee take any unilateral action, which materially changes the explicit mutual promises in this contract. Any changes to this Franchise must be made in writing signed by the Licensee and the Issuing Authority.

2.5 Removal or Abandonment

Upon termination of this Renewal License, or of any renewal thereof by passage of time or otherwise, the Licensee shall remove all of its supporting structures, poles, transmission and distribution systems, and other appurtenances from the Public Ways and shall restore the areas to their original condition. If such removal is not complete within six (6) months of such termination, the Issuing Authority may deem any property not removed as having been abandoned.

2.6 Cable System Franchise Required.

No Cable System shall be allowed to occupy or use the streets or public rights-of-way of the Service Area or be allowed to operate without a Cable System Franchise and in accordance with state and federal regulations.

2.7 Cable Advisory Committee

The Issuing Authority may appoint a Cable Advisory Committee to advise policy, mediate complaints and monitor ongoing matters concerning the construction, operation, rebuild, maintenance, and administration of the Cable Television System, and other matters related to this License and the operation of the Cable System, subject to the Issuing Authority's ultimate authority as set forth in Chapter 166A of the Massachusetts General Laws, applicable State and Federal regulations relating to this License. The Cable Advisory Committee may deal with consumer complaints; render advice on programming and services offered by Licensee and recommend rules governing use of equipment and access channels by the public. The Committee may also provide and gather information regarding the public's interest in cable access participation and make recommendations for establishing guidelines to encourage the use of the access channels.

3. Franchise Renewal

3.1 Procedures for Renewal

The Issuing Authority and the Licensee agree that any proceedings undertaken by the Issuing Authority that relate to the renewal of the Licensee's Franchise shall be governed by and comply with the provisions of M.G.L. 166A and Section 626 of the Cable Act or any such successor statute.

4. Indemnification and Insurance

4.1 Indemnification

The Licensee, by acceptance of the Renewal License granted herein, shall, at its sole cost and expense, indemnify, hold harmless and defend the Town, its officials, boards, commissions, committees, agents, and/or employees against all claims, damages, and expenses due to the action(s) of the Licensee, its employees, officers or agents arising out of the construction, installation, maintenance, operation, and/or removal of the Cable System under this Renewal License, including without limitation, property damage or personal injury (including accidental death) that arise out of Licensee's construction, operation, maintenance or removal of the Cable System. In the event any such claim arises, the Town shall tender the defense thereof to the Licensee and the Licensee shall have the right to defend, settle or compromise any claims arising hereunder, and the Town shall reasonably cooperate therein, but the Town shall not be required to incur financial liability in doing so. Notwithstanding the foregoing, the Licensee shall not be obligated to indemnify the Town for any damages or liability resulting from the misconduct or negligence of the Town or for the Town's use of the Cable System, including any PEG channels. The Town shall provide reasonable notice as not to prejudice the Licensee's ability to defend the Issuing Authority or Town.

With respect to Licensee's indemnity obligations set forth herein, Licensee shall, at its own expense, provide the defense of any claims brought against the Town by selecting counsel of Licensee's choice to defend the claim, subject to the consent of the Town, which shall not be unreasonably withheld. Nothing herein shall be deemed to prevent the Town from participating in the defense of any litigation by its own counsel at its own cost and expense, provided however, that after consultation with the Town, Licensee shall have the right to defend, settle or compromise any claim or action arising hereunder, and Licensee shall have the authority to decide the appropriateness and the amount of any such settlement. In the event that the terms of any such proposed settlement includes the release of the Town and the Town does not consent to the terms of any such proposed settlement, Licensee shall not settle the claim or action but its obligation to indemnify the Town shall in no event exceed the amount of such proposed settlement.

4.2 Insurance

A. Licensee shall maintain in full force and effect, at its own cost and expense, during the term of this License, the following Insurance Coverage:

1) Commercial General Liability Insurance in the amount of two Million dollars (\$2,000,000) combined single limit for property damage and bodily injury. Such insurance shall cover the construction, operation and maintenance of the Cable System, and the conduct of Licensee's Cable Service business in the Town;

2) Automobile Liability Insurance in the amount of one million dollars (\$1,000,000) combined single limit for bodily injury and property damage coverage;

3) Workers Compensation Insurance meeting all legal requirements of the Commonwealth of Massachusetts.

4) Employers' Liability Insurance in the following amounts: a) Bodily Injury by Accident: \$100,000; and b) Bodily Injury by Disease: \$100,000 employee limit, \$500,000 policy limit;

5) Umbrella Liability: \$1,000,000 per occurrence,

B. All Liability Insurance shall be written on an "occurrence basis",

C. The coverage amounts set forth above may be met by a combination of underlying and/or umbrella policies so long as in combination the limits equal or exceed those required herein.

D. The Town shall be included as additional insured under each of the insurance policies required in this Article except Workman's Compensation and Employer's Liability.

E. Licensee shall not cancel any required insurance policy without submitting documentation to the Issuing Authority verifying that the Licensee has obtained alternative insurance in conformance with this agreement.

F. Each of the required insurance policies shall be with sureties qualified to do business in the State of Massachusetts, with an A- or better rating for financial condition and financial performance by Best's Key Rating Guide, Property/Casualty Edition.

G. The Licensee shall furnish the Issuing Authority with current certificates of insurance evidencing such coverage.

H. All insurance shall be primary to any insurance coverage the Town may have.

I. Neither this section, nor the provision of insurance or insurance proceeds pursuant to this section, shall limit the liability of the Licensee pursuant to this Renewal License.

4.3 Performance Bond

Licensee shall submit and maintain throughout the License a bond with corporate surety satisfactory to the Issuing Authority in the amount of twenty thousand dollars

(\$20,000) securing the performance of Licensee's obligations under this Renewal License and as otherwise required by applicable law, including:

- A. The satisfactory operation of the Cable System in accordance with the provisions of M.G.L. c. 166A §§ 5(a), (M), & (n) and this License.
- B. The satisfactory restoration of pavements, sidewalks and other improvements in accordance with M.G.L. c. 166A § 5(g) and as approved by the Issuing Authority;
- C. The slightly preservation of trees and vegetation in accordance with M.G.L. c. 166A §§ 5(a) and as approved by the Issuing Authority and Tree Warden;
- D. The indemnification of the Town in accordance with M.G.L. c. 166A §§ 5(b);
- E. The satisfactory removal of the cable system in accordance with M.G.L. c. 166A §§ 5(f) and within six (6) months from the date of lawful notice from the Issuing Authority to so remove the cable system.
- F. The satisfactory compliance with all material terms of this agreement.

Said bond shall be a continuing obligation throughout the entire term of this Renewal License, and thereafter until Licensee has satisfied all of its obligations to the Town that may have arisen from the grant of the Renewal License or from the exercise of any privilege herein granted. In the event that the Town recovers from said surety, Licensee shall take immediate steps to reinstate the performance bond to the appropriate amount required herein. Neither this section, any bond accepted pursuant thereto, nor any damages recovered thereunder shall limit the liability of Licensee under the Renewal License. Recovery by the Town from said surety shall be subject to the provisions of Section 4.1 above. In the event that a performance bond provided pursuant to this Section 4.3 of this Renewal License is not renewed or cancelled, the Licensee shall provide a new performance bond pursuant to this Section 4.3 within thirty (30) days of such failure to renew the performance bond or cancellation.

| |

5. Subscriber Rights and Consumer Protection

5.1 Customer Service Hours and Telephone Response Service

The Licensee shall maintain a publicly listed toll-free telephone number for subscriber access to customer service representatives and its hours of service shall meet or exceed the F.C.C. definition of normal business hours, see 47 Code of Federal Regulations, §. 76.309(c) (4).

5.2 Initial Installation and Service Call Procedures in Wired Areas

Licensee shall provide Cable Services to those residents and businesses whose homes are passed by the Cable System and who have requested service and have paid a deposit for such service, if required, within seven (7) business days of receipt of the request (and any deposit not prohibited by applicable law or regulation) for standard aerial installations, provided that such request for service involves a standard installation. With respect to all installations other than standard installations, Cable Service shall be provided in a reasonable period of time given the circumstances. In arranging appointments for cable installation work or service calls, Licensee shall make its reasonable best efforts to specify to the resident, in advance, whether installation or service will occur in the morning or afternoon hours. Licensee shall make reasonable efforts to install or perform service at convenient times, including times other than 9:00 a.m. to 5:00 p.m. weekdays. Failure to install within the above referenced days, or to make a service call as scheduled, without just cause or the fault of the resident or business representative, shall require Licensee to automatically offer a priority cable installation or service call to the affected resident or business at a time mutually agreeable to Licensee and such affected party, but in no case later than three (3) working days following the initial installation or service call date unless mutually agreed to otherwise by the parties.

5.3 Subscriber Solicitation Procedures

Licensee shall provide all prospective Subscribers with complete, clear and concise written information concerning all services and rates upon solicitation or prior to, or at the time of, installation of Cable Service. Such sales materials shall clearly and conspicuously disclose the price and other information concerning Licensee's lowest cost service tier, prices of optional and premium services, privacy policies, availability and price of equipment and billing practices. Nothing herein shall be otherwise construed to limit, restrict or prevent Licensee from marketing, promoting or offering any services provided hereunder in accordance with applicable law.

5.4 Billing Practices Information and Procedures

(a) The Licensee shall inform all prospective Subscribers of complete information respecting billing and collection procedures, procedures for ordering changes in termination of service, and refund policies, upon solicitation of service and prior to the consummation of any agreement for installation of service.

(b) All billing practices and procedures will be governed by the procedures set forth in 207 CMR § 10.00, et seq., as may be amended from time to time.

5.5 Notification of Rates and Charges

The Licensee shall inform the Issuing Authority of all rates and charges of any kind, and all terms or conditions relating thereto. Thereafter, the Licensee shall inform the Issuing Authority of all changes in service, rates and charges of any kind, and all terms and conditions relating thereto in such time and manner as necessary to comply with law and regulations, and to the extent such service charges are under Licensee's control. The Licensee shall notify all Subscribers of any impending rate increases in such time and manner as necessary to comply with law and regulations.

5.6 Disconnection and Termination of Cable Services

The account of a Subscriber shall be considered delinquent and therefore subject to disconnection only in accordance with Licensee's payment policy and subject to all applicable laws and regulations.

5.7 F.C.C. Customer Service

(A) The Licensee shall comply with the F.C.C. Customer Service Standards (47 C.F.R. § 76.309.c). The Town may, upon written request, receive a quarterly report of the Licensee's telephone statistics in order to measure the Licensee's compliance with reasonable telephone standards. Should the Town, in writing, request clarification of the Licensee's telephone report, the Licensee shall, upon invitation by the Town, schedule a meeting with the Town to review said report and advise the Town what measures are being employed by the Licensee to meet a reasonable telephone response standard.

(B) Subscribers may purchase remote control devices from other sources than the Licensee.

5.8 Employee and Agent Identification Cards

All of the Licensee's employees and agents entering upon private property, in connection with the construction, installation, maintenance and for operation of the Cable System, including repair and sales personnel, shall be required to carry an employee photo identification card issued by the Licensee.

5.9 Protection of Subscribers Privacy

The Licensee shall fully comply with the privacy rights of Subscribers as contained in Cable Act Section 631 (47 U.S.C. § 551).

5.10 Equal Employment Opportunity

The Licensee shall comply with all laws and regulations with respect to Equal Employment Opportunities.

5.11 No Discrimination,

Licensee shall not deny service, deny access, or otherwise discriminate against Subscribers, channel users, or general citizens on the basis of race, color, religion, national origin, age or sex. Licensee shall comply with all Federal and State Regulations concerning non-discrimination.

5.12 Offices, Phone

Licensee shall maintain a toll-free telephone number and a phone service operated such that complaints and requests for repairs or adjustments may be received at any time.

5.13 Notification of Service Procedures and Rates/Charges

Licensee shall furnish each Subscriber at the time service is installed, written instructions that clearly set forth information regarding the procedures for making inquiries or complaints, including Licensee's name, address and local telephone number. Licensee shall give Subscribers and the Issuing Authority thirty (30) days prior notice of any rate changes, channel lineup or other substantive service changes.

5.14 Polling by Cable