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Coudersport PA 16815-1141

Book

Adelphia

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April 8, 2003

CERTIFIED MAIL: 7000 1670 0003 7661 0444

Town of Brookfield
PO Box 800
Brookfield, NH 03872

**RE: Renewal of Cable Television Franchise Agreement with
FrontierVision Operating Partners, L.P., d/b/a Adelphia Cable
Communications Pursuant to 47 U.S.C. § 546**

Dear Sir or Madam:

The current franchise agreement between the Town of Brookfield ("Brookfield") and FrontierVision Operating Partners, L.P., d/b/a Adelphia Cable Communications ("Adelphia") expires on January 9, 2006. Pursuant to Section 626 of the 1984 Cable Act (47 U.S. Code 546), Adelphia hereby initiates franchise renewal proceedings with the Town. Section 626 establishes specific guidelines for a franchising authority's evaluation of an existing franchisee.

The Cable Communications Policy Act of 1984 ("1984 Cable Act") was enacted to establish a comprehensive, national policy for cable television. In doing so, it sets forth the definitive guidelines by which relations between cable operators and municipalities are to be governed. While this Act was amended significantly in 1992 and 1996, the basic requirements of franchise renewal remain the same.

As the first step in the renewal process under this Section, the Town, at the request of Adelphia, is required to commence proceedings to review the performance of Adelphia under the current franchise and to identify the future cable-related needs and interests of the Town. These proceedings must afford the public in Brookfield appropriate notice and opportunity for participation. Please accept this letter as Adelphia's formal request for the commencement for such proceedings.

To follow each of the formal steps set out in Section 626 of the 1984 Cable Act in all of their detail could be a time-consuming, inflexible and expensive process for both parties, a process that seems unwarranted in view of the good relations we have enjoyed in the past. Fortunately, while Section 626 sets out formal renewal proceedings, it also encourages the operator and municipality to seek renewal on a parallel, but more informal, basis (See Section 626(h)). Given our history of smooth relations, it would seem that we in fact should be able to conclude a new agreement

Town of Brookfield
April 8, 2003
Page 2

through informal negotiations long before most of the formalities of Section 626 have been initiated.

Adelphia is willing to work on a franchise renewal on an informal basis. But while we much prefer an informal negotiation, we do not waive our rights to the formal procedures and respectfully request the Town begin implementation of these formal procedures consistent with the guidelines established by the Cable Act. We further reserve the right to continue our request for these procedures throughout the franchise renewal process. Even with these legal formalities, given our past working relationship, we should be able to conclude our negotiations quickly and to everyone's satisfaction.

Should you have any questions on the 1984 Cable Act in general or on Section 626 in particular, please contact Keith Froleiks, Area Manager for franchise renewals in New Hampshire. I look forward to hearing from you.

Sincerely,



Randall D. Fisher
Vice President and General Counsel

RDF/jlr
Attachment

cc: Jim Sweeney
Keith Froleiks

U.S. Postal Service
CERTIFIED MAIL RECEIPT
 (Domestic Mail Only; No Insurance Coverage Provided)

1670 0003 7661 0044

TO: Town of Brookfield, NH

Postage: 3

Delivery to: Postman Here

Return Fee, incl. for this receipt: None

Restricted Delivery Fee: None

Total Postage & Fees: \$

FROM: John Paul - Ashland

On 3/11/03 at 1670

PS Form 3800, May 2000 See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Town of Brookfield
P.O. Box 200
Brookfield, NH 03812

2. Article Number

(Transfer from service label)

903 1670 0003 7661 0044

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X Robert C. Leonard ☐ Agent ☐ Addressee

B. Received by (Printed Name)

Robert C. Leonard C. Date of Delivery 4/16/03

D. Is delivery address different from item 1? ☐ Yes ☐ No

If YES, enter delivery address below:

3. Service Type

☒ Certified Mail ☐ Express Mail
☐ Registered ☒ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee)

☐ Yes

LFA 2642
1/24/06

FRANCHISE EXTENSION AGREEMENT

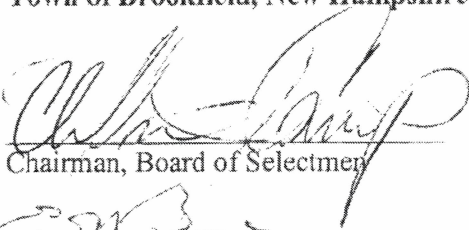
The undersigned mutually agree to extend the current Cable Television Franchise Agreement entered into on January 10, 1991 between the Town of Brookfield, New Hampshire and FrontierVision Access Partners, LLC, I/k/a Adelphia Communications (the "Franchise Agreement") through **April 9, 2006**. During said extension, the terms and conditions of the current Cable Television Franchise Agreement shall remain in full force and effect.

The extension of the Franchise Agreement through **April 9, 2006** shall not under any circumstances be construed or deemed to be a renewal of the Franchise Agreement under either state or federal laws or the terms of the Franchise Agreement. Both parties hereby reserve all rights under applicable provisions of the Cable Act, including Sections 626 and 635. Nothing herein shall be deemed or construed as a waiver, release or surrender of any right that either party may have under the Cable Act or any applicable law.


Execution of this Extension shall neither constitute an assumption or rejection by Adelphia of the original Franchise Agreement nor a waiver of Adelphia's rights respecting the Franchise Agreement, including, without limitation, all of Adelphia's rights under Section 365 of the Bankruptcy Code, 11 U.S.C. Section 365, nor does execution of this Extension by the Town constitute a waiver of its rights or claims under the original Franchise Agreement or under the Bankruptcy Code including, but not limited to, those set forth under 11 U.S.C. Section 365.

AGREED:

Town of Brookfield, New Hampshire


Chairman, Board of Selectmen



Selectman


Selectman

Date: Jan 24, 2006

AGREED:

**FrontierVision Access Partners, LLC
I/k/a Adelphia Communications**


By: Robert G. Wahl
Senior Vice President, Operations
Northeast Region

Date: January 26, 2006

(TW)

**EXTENSION OF THE CABLE TELEVISION
FRANCHISE AGREEMENT
BETWEEN
THE TOWN OF BROOKFIELD, NEW HAMPSHIRE AND
CHARTER COMMUNICATIONS, INC., L/K/A TIME WARNER CABLE NORTHEAST, LLC**

In its statutory role as Franchising Authority, pursuant to the laws of the State of New Hampshire, the **Town of Brookfield** (the "Town") **hereby extends the Cable Television Franchise Agreement** (the "Franchise Agreement"), granted to Grassroots Cable System, FP2, Inc., for a term to expire on January 9, 2006, said Franchise Agreement having been subsequently transferred to Adelphia Communications, then transferred again to **Time Warner Cable Northeast, LLC**, which Franchise was assigned to **Charter Communications, Inc., L/K/A Time Warner Cable Northeast, LLC ("Charter")**, and having been previously extended through April 9, 2006, **upon the same terms and conditions** contained therein, for a period **from 12:01 AM on April 10, 2006, until midnight on August 14, 2019** ("Extension"), or until such time as the Franchise is renewed for a longer term, whichever occurs sooner.

This Extension shall under no circumstances be construed or deemed to be a renewal of the Franchise Agreement under either state or federal law(s) or the terms of said Franchise Agreement. The Town and Charter reserve all of their lawful rights pursuant to all applicable state and federal law(s).


This Extension is subject to the terms and conditions contained in the regulations of the FCC; the Cable Communications Policy Act of 1984 (the "1984 Cable Act"); the Cable Television Consumer Protection and Competition Act of 1992 (the "1992 Cable Act") and all Town, State and Federal statutes and by-laws of general application.

Nothing herein shall be construed in any manner whatsoever as a waiver, release or surrender of any right that the Town and/or Charter may have under Section 626 and Section 635 of the 1984 Cable Act with respect to this Extension. The Town expressly reserves all of its rights under applicable provisions of the 1984 Cable Act, including Section 626. Charter expressly reserves all of its rights under applicable provisions of the 1984 Cable Act – including Section 626 and Section 635.

The Franchising Authority and Charter agree to negotiate diligently and in good faith during the Extension period to finalize a longer term agreement.

In Witness Whereof, this 28 day of August, 2018, this Extension is hereby issued by the Board of Selectmen of the Town of Brookfield, NH, as Franchising Authority, and all terms and conditions are hereby agreed to by Charter Communications, Inc., L/K/A Time Warner Cable Northeast, LLC.

Town of Brookfield
By Its Board of Selectmen:



Brian Robischeau, Chairman



Rick Surette, Selectman



Richard Zacher, Selectman

Accepted By:

Time Warner Cable Northeast, LLC

Charter Communications, Inc., By Its Manager