



TOWN OF GILFORD

BOARD OF SELECTMEN
47 Cherry Valley Road
Gilford, NH 03249

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selectmen@gilfordnh.org

NOTICE OF PUBLIC HEARING

CABLE TELEVISION FRANCHISE TRANSFER

WEDNESDAY, AUGUST 23, 2017

7:00 P.M.

GILFORD TOWN HALL – CONFERENCE ROOM A

The Gilford Board of Selectmen will hold a public hearing to solicit input in response to a request to transfer the existing cable television franchise agreement due to the pending sale by MetroCast Cablevision to Atlantic Broadband of the cable system serving the Gilford community.

If approved by the Board of Selectmen, or if no action is taken within 120 days of the request for transfer dated August 4, 2017; Atlantic Broadband will be subject to and bound by all terms of the existing franchise agreement that is in effect until December 31, 2023. Copies of the existing cable television franchise agreement are available at the Selectmen's Office and on the Town's website (www.gilfordnh.org).

Any interested person may attend this public hearing and/or present testimony related thereto.



August 4, 2017

Scott Dunn
Town Administrator
Town of Gilford
47 Cherry Valley Road
Gilford, NH 03249

**Re: MetroCast Cablevision of New Hampshire, LLC, d/b/a MetroCast Communications ("MetroCast") and Atlantic Broadband (NH-ME), LLC ("Atlantic Broadband")
Request for Transfer of Cable Franchise**

Dear Mr. Dunn:

This letter provides notice of the pending sale by MetroCast to Atlantic Broadband of the cable system serving your community. The transaction will include the transfer of MetroCast's cable franchises to Atlantic Broadband, including the cable franchise granted by the Town of Gilford ("Franchising Authority"). With this letter and the attached materials, MetroCast and Atlantic Broadband respectfully request the Franchising Authority's consent to transfer the franchise.

About Atlantic Broadband. Atlantic Broadband and its regional operating affiliates, all wholly-owned, indirect subsidiaries of Cogeco Communications, Inc., form the 9th largest cable operator in the United States, based on the number of television customers served. Atlantic Broadband's affiliates commenced operations in 2004 and continue to provide video, Internet and telephony services to approximately 239,000 television service customers located in five operating regions: Western Pennsylvania, South Florida, Maryland/Delaware, Aiken, South Carolina and Eastern Connecticut. Atlantic Broadband is headquartered in Quincy, Massachusetts. Atlantic Broadband has a best-in-class management team committed to providing high quality service to its communities and customers, and it has an exemplary performance record.

Enclosures. To formally request consent to transfer the franchise, and to assist with the approval process, we attach:

- FCC Form 394: Application for Franchise Authority Consent to Assignment or Transfer of Control of Cable Television Franchise (original and 2 copies), including ownership and contact information, a copy of the purchase agreement (with confidential information redacted) and a copy of Cogeco Communications, Inc.'s 2016 Annual Report.
- A proposed Resolution approving the transfer.

Request for Consent to Transfer Franchise. We respectfully request the Franchising Authority place the Resolution on the agenda for approval at the next available public meeting. If you would inform us when you intend to consider this request, it would be most appreciated. Please note that you are not required to take action on the application. According to the FCC's rules, if you do not take action within 120 days from the date you receive the application, approval is deemed granted.

Please direct any questions you have about the Form 394 to the Atlantic Broadband contact listed below.

Atlantic Broadband
Fran Bradley
Government and Franchising Affairs Manager
4121 Orchard Street
South Park, PA 15129
412-780-6546
fbradley@atlanticbb.com

Thank you for your consideration. We greatly appreciate your assistance, and we look forward to working with you.

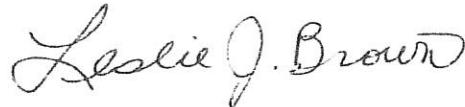
Sincerely,

MetroCast

Atlantic Broadband

By:

By:



Name: Ryan F. Pearson
Title: EVP and General Counsel

Name: Leslie J. Brown
Title: SVP and General Counsel

Enclosure

FCC 394

APPLICATION FOR FRANCHISE AUTHORITY
CONSENT TO ASSIGNMENT OR TRANSFER OF CONTROL
OF CABLE TELEVISION FRANCHISE

FOR FRANCHISE AUTHORITY USE ONLY

SECTION I. GENERAL INFORMATION

DATE	8/4/2017	1. Community Unit Identification Number:	NH0009
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2. Application for: Assignment of Franchise Transfer of Control

3. Franchising Authority:		Town of Gilford, NH
4. Identify community where the system/franchise that is the subject of the assignment or transfer of control is located:		
Gilford, NH		
5. Date system was acquired or (for system's constructed by the transferor/assignor) the date on which service was provided to the first subscriber in the franchise area:	Oct. 1998	
6. Proposed effective date of closing of the transaction assigning or transferring ownership of the system to transferee/assignee:	1/4/2018	

7. Attach as an Exhibit a schedule of any and all additional information or material filed with this application that is identified in the franchise as required to be provided to the franchising authority when requesting its approval of the type of transaction that is the subject of this application.

Exhibit No.
N/A

PART I - TRANSFEROR/ASSIGNOR

1. Indicate the name, mailing address, and telephone number of the transferor/assignor.

Legal name of Transferor/Assignor (if individual, list last name first)			
MetroCast Cablevision of New Hampshire, LLC			
Assumed name used for doing business (if any)			
Mailing street address or P.O. Box			
9 Apple Road			
City	State	ZIP Code	Telephone No. (include area code)
Belmont	NH	03220	603-524-3767

2.(a) Attach as an Exhibit a copy of the contract or agreement that provides for the assignment or transfer of control (including any exhibits or schedules thereto necessary in order to understand the terms thereof). If there is only an oral agreement, reduce the terms to writing and attach. (Confidential trade, business, pricing or marketing information, or other information not otherwise publicly available, may be redacted).

Exhibit No.
1

(b) Does the contract submitted in response to (a) above embody the full and complete agreement between the transferor/assignor and the transferee/assignee?

Yes No

If No, explain in an Exhibit.

Exhibit No.
N/A

PART II - TRANSFEREE/ASSIGNEE

1.(a) Indicate the name, mailing address, and telephone number of the transferee/assignee.

Legal name of Transferee/Assignee (if individual, list last name first)			
Atlantic Broadband (NH-ME), LLC			
Assumed name used for doing business (if any)			
Mailing street address or P.O. Box			
2 Batterymarch Park, Suite 205			
City	State	ZIP Code	Telephone No. (include area code)
Quincy	MA	02169	617-786-8800, ext. 127

(b) Indicate the name, mailing address, and telephone number of person to contact, if other than transferee/assignee.

Name of contact person (list last name first)			
Bradley, Fran; Government and Franchising Affairs Manager			
Firm or company name (if any)			
Atlantic Broadband (NH-ME), LLC			
Mailing street address or P.O. Box			
4121 Orchard Street			
City	State	ZIP Code	Telephone No. (include area code)
South Park	PA	15129	412-780-6546

(c) Attach as an Exhibit the name, mailing address, and telephone number of each additional person who should be contacted, if any.

Exhibit No. N/A

(d) Indicate the address where the system's records will be maintained.

Street address		
9 Apple Road		
City	State	ZIP Code
Belmont	NH	03220

2. Indicate on an attached exhibit any plans to change the current terms and conditions of service and operations of the system as a consequence of the transaction for which approval is sought.

Exhibit No. 2

SECTION II. TRANSFEREE'S/ASSIGNEE'S LEGAL QUALIFICATIONS

1. Transferee/Assignee is:

<input checked="" type="checkbox"/> Limited Liability Company	a. Jurisdiction of incorporation: Delaware	d. Name and address of registered agent in jurisdiction: Corporation Service Company dba Lawyers Incorporating Service 10 Ferrv Street, Suite 313 Concord, NH 03301
	b. Date of incorporation: 7/26/2017	
	c. For profit or not-for-profit: For profit	

<input type="checkbox"/> Limited Partnership	a. Jurisdiction in which formed:	c. Name and address of registered agent in jurisdiction:
	b. Date of formation:	

<input type="checkbox"/> General Partnership	a. Jurisdiction whose laws govern formation:	b. Date of formation:
----------------------------------------------	----------------------------------------------	-----------------------

Individual

Other. Describe in an Exhibit.

Exhibit No. N/A

2. List the transferee/assignee, and, if the transferee/assignee is not a natural person, each of its officers, directors, stockholders beneficially holding more than 5% of the outstanding voting shares, general partners, and limited partners holding an equity interest of more than 5%. Use only one column for each individual or entity. Attach additional pages if necessary. (Read carefully - the lettered items below refer to corresponding lines in the following table.)

- (a) Name, residence, occupation or principal business, and principal place of business. (If other than an individual, also show name, address and citizenship of natural person authorized to vote the voting securities of the applicant that it holds.) List the applicant first, officers, next, then directors and, thereafter, remaining stockholders and/or partners.
- (b) Citizenship.
- (c) Relationship to the transferee/assignee (e.g., officer, director, etc.).
- (d) Number of shares or nature of partnership interest.
- (e) Number of votes.
- (f) Percentage of votes.

(a)	Atlantic Broadband (NH-ME), LLC; 2 Batterymarch Park, Suite 205, Quincy, MA 02169	Richard Shea, President and CEO; 2 Batterymarch Park, Suite 205, Quincy, MA 02169	David Isenberg, President and Chief Revenue Officer; 2 Batterymarch Park, Suite 205, Quincy, MA 02169
(b)	Delaware Limited Liability Company	Citizenship: United States	Citizenship: United States
(c)	Transferee/assignee	Officer	Officer
(d)	N/A	N/A	N/A
(e)	N/A	N/A	N/A
(f)	N/A	N/A	N/A

3. If the applicant is a corporation or a limited partnership, is the transferee/assignee formed under the laws of, or duly qualified to transact business in, the State or other jurisdiction in which the system operates? Yes No

If the answer is No, explain in an Exhibit.

Exhibit No.
N/A

4. Has the transferee/assignee had any interest in or in connection with an applicant which has been dismissed or denied by any franchise authority? Yes No

If the answer is Yes, describe circumstances in an Exhibit.

Exhibit No.
N/A

5. Has an adverse finding been made or an adverse final action been taken by any court or administrative body with respect to the transferee/assignee in a civil, criminal or administrative proceeding, brought under the provisions of any law or regulation related to the following: any felony; revocation, suspension or involuntary transfer of any authorization (including cable franchises) to provide video programming services; mass media related antitrust or unfair competition; fraudulent statements to another government unit; or employment discrimination? Yes No

If the answer is Yes, attach as an Exhibit a full description of the persons and matter(s) involved, including an identification of any court or administrative body and any proceeding (by dates and file numbers, if applicable), and the disposition of such proceeding.

Exhibit No.
N/A

6. Are there any documents, instruments, contracts or understandings relating to ownership or future ownership rights with respect to any attributable interest as described in Question 2 (including, but not limited to, non-voting stock interests, beneficial stock ownership interests, options, warrants, debentures)? Yes No

If Yes, provide particulars in an Exhibit.

7. Do documents, instruments, agreements or understandings for the pledge of stock of the transferee/assignee, as security for loans or contractual performance, provide that: (a) voting rights will remain with the applicant, even in the event of default on the obligation; (b) in the event of default, there will be either a private or public sale of the stock; and (c) prior to the exercise of any ownership rights by a purchaser at a sale described in (b), any prior consent of the FCC and/or of the franchising authority, if required pursuant to federal, state or local law or pursuant to the terms of the franchise agreement will be obtained? Yes No

If No, attach as an Exhibit a full explanation.

Exhibit No.
N/A

SECTION III. TRANSFEREE'S/ASSIGNEE'S FINANCIAL QUALIFICATIONS

1. The transferee/assignee certifies that it has sufficient net liquid assets on hand or available from committed resources to consummate the transaction and operate the facilities for three months. Yes No

2. Attach as an Exhibit the most recent financial statements, prepared in accordance with generally accepted accounting principals, including a balance sheet and income statement for at least one full year, for the transferee/assignee or parent entity that has been prepared in the ordinary course of business, if any such financial statements are routinely prepared. Such statements, if not otherwise publicly available, may be marked CONFIDENTIAL and will be maintained as confidential by the franchise authority and its agents to the extent permissible under local law. Yes No

Exhibit No.
3

SECTION IV. TRANSFEREE'S/ASSIGNEE'S TECHNICAL QUALIFICATIONS

Set forth in an Exhibit a narrative account of the transferee's/assignee's technical qualifications, experience and expertise regarding cable television systems, including, but not limited to, summary information about appropriate management personnel that will be involved in the system's management and operations. The transferee/assignee may, but need not, list a representative sample of cable systems currently or formerly owned or operated.

Exhibit No.
4

SECTION V - CERTIFICATIONS

Part I - Transferor/Assignor

All the statements made in the application and attached exhibits are considered material representations, and all the Exhibits are a material part hereof and are incorporated herein as if set out in full in the application.

I CERTIFY that the statements in this application are true, complete and correct to the best of my knowledge and belief and are made in good faith.	Signature 
WILLFUL FALSE STATEMENTS MADE ON THIS FORM ARE PUNISHABLE BY FINE AND/OR IMPRISONMENT. U.S. CODE, TITLE 18, SECTION 1001.	Date 8/4/2017
	Print full name Ryan F. Pearson, EVP and General Counsel
Check appropriate classification: <input type="checkbox"/> Individual <input type="checkbox"/> General Partner <input checked="" type="checkbox"/> Corporate Officer (Indicate Title) <input type="checkbox"/> Other. Explain:	

Part II - Transferee/Assignee

All the statements made in the application and attached Exhibits are considered material representations, and all the Exhibits are a material part hereof and are incorporated herein as if set out in full in the application.

The transferee/assignee certifies that he/she:

- (a) Has a current copy of the FCC's Rules governing cable television systems.
- (b) Has a current copy of the franchise that is the subject of this application, and of any applicable state laws or local ordinances and related regulations.
- (c) Will use its best efforts to comply with the terms of the franchise and applicable state laws or local ordinances and related regulations, and to effect changes, as promptly as practicable, in the operation system, if any changes are necessary to cure any violations thereof or defaults thereunder presently in effect or ongoing.

I CERTIFY that the statements in this application are true, complete and correct to the best of my knowledge and belief and are made in good faith.	Signature 
WILLFUL FALSE STATEMENTS MADE ON THIS FORM ARE PUNISHABLE BY FINE AND/OR IMPRISONMENT. U.S. CODE, TITLE 18, SECTION 1001.	Date 8/4/2017
	Print full name Leslie J. Brown, SVP and General Counsel
Check appropriate classification: <input type="checkbox"/> Individual <input type="checkbox"/> General Partner <input checked="" type="checkbox"/> Corporate Officer (Indicate Title) <input type="checkbox"/> Other. Explain:	

RESOLUTION

DRAFT

A RESOLUTION APPROVING THE TRANSFER OF THE CABLE TELEVISION FRANCHISE GRANTED BY THE TOWN OF GILFORD

FINDINGS

- A. The Town of Gilford (“Franchising Authority”) has received a request from MetroCast Cablevision of New Hampshire, LLC (“MetroCast”) to assign to Atlantic Broadband (NH-ME), LLC, a wholly-owned, indirect subsidiary of Cogeco Communications, Inc., (“Atlantic Broadband”) the cable television franchise held by MetroCast (“Franchise”).
- B. The Franchise requires that MetroCast obtain the Franchising Authority’s prior consent for the assignment of the Franchise by MetroCast to Atlantic Broadband.
- C. MetroCast and Atlantic Broadband have properly requested the Franchising Authority’s consent to the assignment and transfer of the Franchise and related assets to Atlantic Broadband.
- D. Atlantic Broadband has the financial, technical, and legal ability to fulfill the obligations of the Franchise, and the assignment of the Franchise to Atlantic Broadband will serve the public interest.

ORDINANCE

Based on the above findings, the Town of Gilford resolves as follows:

- 1. The Franchising Authority consents to the transfer to Atlantic Broadband of the Franchise and all of MetroCast’s rights in and under the Franchise.
- 2. Upon the closing of the sale of MetroCast’s cable system to Atlantic Broadband (“Closing”), Atlantic Broadband shall become bound by the Franchise and shall perform and discharge all obligations and duties under the Franchise that arise on and after the Closing.
- 3. Upon Closing, the Franchising Authority releases MetroCast from all obligations and liabilities under the Franchise that relate to periods from and after the Closing.
- 4. Upon Closing, Caisse de dépôt et placement du Québec (“CDPQ”) will have an indirect equity interest in Atlantic Broadband.

5. Atlantic Broadband may: (a) assign or transfer its assets to an entity directly or indirectly controlling, controlled by, or under common control with Atlantic Broadband; (b) restructure debt or change the ownership interests among its existing equity holders and/or CDPQ; (c) pledge or grant to any lender a security interest in Atlantic Broadband's assets to secure indebtedness; and (d) sell equity interests in Atlantic Broadband or any of Atlantic Broadband's affiliates.
6. All Franchising Authority action necessary to approve this Resolution and the Franchise transfer has been duly and validly taken.
7. This Resolution is effective upon adoption.

Passed and adopted the _____ day of _____, 2017

DRAFT

Name:
Title:

ATTEST:

Name:
Title:



TOWN OF GILFORD
OFFICE OF THE TOWN ADMINISTRATOR
47 Cherry Valley Road
Gilford, NH 03249

Scott J. Dunn, Town Administrator
sdunn@gilfordnh.org
Angela Bovill, Executive Assistant
abovill@gilfordnh.org

TEL 603.527.4700
FAX 603.527.4711

August 11, 2017

Mr. Fran Bradley, Government & Franchising Affairs Manager
Atlantic Broadband
4121 Orchard Street
South Park, PA 15129

RE: Cable Television Franchise Transfer

Dear Mr. Bradley,

I am writing on behalf of the Gilford Board of Selectmen, in their capacity as the Franchise Authority, to acknowledge receipt of your request for a transfer of the existing franchise agreement from MetroCast Cablevision to Atlantic Broadband, including the FCC Form 394 and the other supporting materials you have submitted.

Please be advised the Selectmen discussed this matter during a duly posted, public meeting held on August 9. At that time they decided to hold a public hearing prior to acting on your request. This hearing will be held on Wednesday, August 23 at 7pm in the Gilford Town Hall. A copy of the public hearing notice is attached.

You are cordially invited to attend or send a representative if you would like. Although I cannot state with any degree of certainty exactly what action the Board of Selectmen may take, I anticipate they will act to approve the resolution you have provided.

In the meantime, it would be helpful if you could let us know to what extent Atlantic Broadband plans to utilize the existing MetroCast staff and the current customer service office in Belmont, NH. Thank you for your anticipated cooperation.

Sincerely,

Scott J. Dunn, Town Administrator

cc: Board of Selectmen

TOWN OF GILFORD AND METROCAST CABLE TELEVISION
FRANCHISE AGREEMENT

shall reimburse the Franchising Authority for the entire cost of the audit, up to a maximum of One Thousand Dollars (\$1,000).

(c) No acceptance of any payment shall be construed as an accord that the payment is, in fact, the correct amount, nor shall such acceptance of payment be construed as a release of (i) any claim the Town may have for further or additional sums payable under provisions of this Franchise or (ii) any other claim whatsoever; provided, however, the Town must challenge such payment within three (3) years of receipt of the applicable Franchise Fee payment.

(d) Franchisee shall cooperate with the Franchising Authority and/or its Delegee in providing all information reasonably necessary for the audit. This is a material term of the Franchise Agreement. Failure to so cooperate shall be considered a breach of this Agreement, pursuant to Section 7.5. The Town agrees to protect any proprietary information supplied to it from disclosure by treating such information as confidential to the extent permitted by Applicable Law. The Town shall notify Franchisee immediately of any request for disclosure of Franchisee's proprietary or confidential information and, before releasing such information, shall provide Franchisee five (5) days from its receipt of the Town's notice to challenge any disclosure of such proprietary or confidential information.



SECTION 2.6 – TRANSFER OR ASSIGNMENT

(a) This Franchise or any part of this Franchise, or control thereof, shall not be transferred or assigned to any Person without the prior written consent of the Franchising Authority, which consent shall not be arbitrarily or unreasonably withheld, conditioned or delayed and shall be governed by applicable provisions of the Communications Act. Notice of any Transfer or assignment shall be made in writing by Franchisee to the Franchising Authority.

(b) For purposes of this section, any sale, assignment or any other disposition of a majority ownership interest of the parent company of Franchisee to any unaffiliated Person or group of Persons acting in concert, in one transaction or a series of related transactions shall be deemed to be a Transfer within the meaning of this section.

(c) The Franchisee shall not enter into any management contract or any other arrangement for the management of the Cable System or any part of the Cable System providing

direct Cable Services to Subscribers, however structured, without the prior written consent of the Town, which consent shall not be unreasonably withheld, conditioned or delayed.

(d) If there shall be filed against Franchisee in any Court, pursuant to any statute either of the United States or of any State, a Petition at Bankruptcy or insolvency or for reorganization or for the appointment of the receiver or trustee of all or a portion of Franchisee's property, and if, within sixty (60) days thereof, Franchisee fails to secure a discharge thereof, or Franchisee shall voluntarily file any such petition or make an assignment for the benefit of creditors, Franchisee shall notify the Town of such fact within five (5) days of its occurrence. Any subsequent sale of the Cable System, or any part thereof, or cable property or facilities, or the Franchise shall be treated as a Transfer or assignment and the provisions of this section requiring approval of the Town shall apply, provided, however, that the Town shall not unreasonably delay, condition or withhold the grant of approval. The term "bankruptcy" as used herein shall include an assignment for the benefit of creditors.

(e) In reviewing any request to Transfer or assign control or ownership of the Franchise, the Town shall analyze such factors as whether the proposed assignee has the appropriate technical, legal, managerial and financial capacity to operate the Cable System, and any other factors authorized by Applicable Law.

(f) Unless the parties otherwise agree, in consenting to any Transfer, the Town does not waive its right to pursue Franchisee for violation of the provisions of this Agreement and Franchisee does not waive its rights or any defense it may have to the Town's claims. All terms of this Agreement shall be binding on transferees except as otherwise agreed to. The Town, as part of its review process, may impose reasonable conditions on the transferee before granting consent. Such conditions shall be calculated to insure performance of this Franchise. Such conditions may include, but are not limited to, the requirements that all terms of the current franchise be upheld by the transferee or that the Town is entitled to compensation of the net present value of any Franchise terms not met by the transferee.