



# Mt. Hood Cable Regulatory Commission

*Serving Multnomah County and the Cities of Fairview, Gresham, Portland, Troutdale & Wood Village*

## MEETING AGENDA

February 24, 2025

5:00 p.m.

Virtually: Join Zoom Meeting

<https://us06web.zoom.us/j/88941582862?pwd=E4N9d3gcC2HxdEHwNErFu5ZeU6Dh8G.1>

Meeting ID: 889 4158 2862

Passcode: 952087

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One tap mobile

+12532158782,,88941582862# US (Tacoma)

+13462487799,,88941582862# US (Houston)

- Roll Call
- Agenda Review
- Disclosures
- Public Comment (non-agenda items)

### \*CONSENT AGENDA – NO DISCUSSION

All items listed below may be enacted by one motion and approved as consent agenda items. Any item may be removed from the consent agenda and considered separately if a member of the Commission so requests.

- C1. January 27, 2025 Meeting Minutes
- C2. Authorize Moss Adams for MHCRC FY2024-25 Fund Audit

### REGULAR AGENDA

\*R1. Resolution 2025-02: Recommend MHCRC Jurisdictions to Sign Termination Plan with Ziplly Fiber Northwest LLC and Recommend that MHCRC Jurisdictions Sign Termination Agreements in line with Provided Template

- Public Comment
- New Business; Commissioner Open Comment
- Meeting Schedule:
  - MHCRC Regular Meeting – Monday, March 17, 6:30pm, MetroEast/Hybrid
  - April – recess
  - MHCRC Regular Meeting – Monday, May 19, 6:30pm, Open Signal/Hybrid



**MHCRC** 1810 SW 5<sup>th</sup> Ave. Suite 710 Portland, Oregon 97201  
503.823.5385 info@mhcr.org www.mhcr.org

○ MHCRC Regular Meeting – Monday, June 16, 6:30pm, MetroEast/Hybrid  
Comcast Renewal at Jurisdictions:

- Troutdale Scheduled for April 8th and
- Wood Village Scheduled for April 22<sup>nd</sup>
- Other jurisdictions are TBD

- Adjourn

\*Denotes possible action item

*Please notify the MHCRC no less than five (5) business days prior to our event for ADA accommodations at 503-823-5385, by the City of Portland's TTY at 503-823-6868, or by the Oregon Relay Service at 1-800-735-2900.*

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## **CONSENT AGENDA – NO DISCUSSION**

All items listed on the consent agenda may be enacted by one motion and approved as consent agenda items. Any item may be removed from the consent agenda and considered separately if a member of the Commission so requests.



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## MT. HOOD CABLE REGULATORY COMMISSION

Hybrid – Zoom and Open Signal, Portland, Oregon

January 27, 2025 Meeting Minutes -- **DRAFT**

### SUMMARY MINUTES

#### Call to Order 6:30 PM

#### Roll Call:

*Present:* Chair DeGraw; Vice Chair Harden; Commissioner Dennerline; Commissioner Thomas; Commissioner Wagner; Commissioner Goodlow

*Absent:* Commissioner Moyer (excused)

*Staff:* Seema Kumar, BPS Chief of Community Technology; Andrew Speer, Utility Manager; Rana DeBey, MHCRC Grants Manager; Laura Dyer, MHCRC Compliance Analyst; Douglas Imaralu, MHCRC Financial Analyst; Kevin Block, Policy Coordinator; Kathleen Lefebvre, MHCRC Administrative Specialist

- Chair DeGraw welcomes Meghan Moyer, Multnomah County MHCRC representative to the Commission and shares Commissioner Moyers' background that is also shared on the MHCRC website. Chair DeGraw looks forward to introducing her in the coming meetings.
- Agenda Review: Chair DeGraw made adjustments to the agenda on R7 and R8 given the dynamic communication with Zply. Chair DeGraw said the Commission would not go into Executive Session as planned and that Agenda Item R7 will be information only. Chair DeGraw acknowledged Mark Wolf, MHCRC contracted legal counsel, was in attendance.
- Disclosures: none.
- Public Comment (non-agenda items): Chair DeGraw invited public comment on agenda items and non-agenda items from members of the public.
  - Public Comment – Summarized:  
NAME - AFFILIATION:  
*Julie Omelchuck – MetroEast Community Media Board President:*
    - Julie Omelchuck notes this comment addresses Agenda Item R1. Comcast Franchise Renewal. Julie reiterates the following points were raised in prior testimony: The Community Media Centers remain opposed to four proposed franchise sections (5.2b, 5.4a, 5.10, and 5.11) that continue to shift cost burdens from the Cable company to the jurisdictions. Julie said the Community Media Centers believe the current cost proposal will most likely reduce franchise fees to jurisdictions, operations funding for MetroEast and or eliminate community media obligations due to lack of funding. Julie said the Community Media Centers believe section 5.2b and 5.4a are of particular concern and request to restore language from a prior October 2024 draft that clarifies that Comcast may recoup and calculate costs for transport and interconnects only, if specifically authorized by applicable federal law. Julie said the Community Media Centers are





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curious why this language does not appear in a recently-signed franchise agreement between Comcast and Clark County. Julie said the Community Media Centers believe sections 5.10 and 5.11 shift cost to the jurisdictions. Julie said the Community Media Centers are concerned that the reduction in CMC funding is unknown and therefore particularly concerning. Julie said the Community Media Centers are requesting an amendment to the current R1 draft franchise presented today to the four sections she notes in her testimony and the letter submitted jointly by MetroEast and Open Signal (attached).

- Community Media Center Updates

- John Lugton shared the following updates for MetroEast: Municipal live production upgrades have been going well and the MetroEast crew will start at the Multnomah County building at the beginning of February and once that work is completed crews will move on to the City of Gresham chambers. MetroEast has successfully integrated the storage area network – this upgrade is available to members of the public, staff and improves playback operations. John also noted that MetroEast added more laptops to their inventory for public and education use.

Production updates were as followed: MetroEast has continued work with the Gresham Area Chamber as part of their Leadership Academy, including a 1-day workshop focused on stress management when facing the press or during an interview, enrollment was at 13. John also shared that last week MetroEast aired three episodes of Food Foray, filmed at Tomorrow Theatre, to a sold-out audience. John shares that MetroEast was awarded Best Documentary Series Episode Award for Episode 3 of the Food Foray series at the Oregon Documentary Film Festival. MetroEast has been working closely with Loco Por La Aventura on launching their MHCRC Community Technology Grant project. MetroEast is in process of creating a dedicated space in studio A for Vodcasts, primarily using the cohort model to get folks involved. MetroEast has been working with Underscore News, a Native news organization and a MHCRC Community Technology Grant recipient. Another close partnership for MetroEast is with Alma Landon, a local doula who is creating a vodcast with the goal to increase awareness and advocate for racially, linguistically, and socioeconomically diverse doulas.

- Courtney Rae, Open Signal Director of Growth, shares programming updates, including Production Services is currently building out the new technology necessary to support the 12 member Portland City Council taking office in January 2025. This work has required Open Signal to increase their On-Call Staff. The on-call team offers flexible schedules and an opportunity for those new to media production to gain experience in a professional production department that handles a wide variety of projects including live broadcast, events, conferences, and concerts. Open Signal welcomed Macy Lewis to the team for the first year of the program as the primary Youth Media Instructor. Macy previously worked with youth and adults at Outside the Lens in San Diego. The first year of this program will engage in a program centered on Production Basics, Media Arts and Well Being, Digital Safety and Media Literacy. Christine Jervis, Director of Administrative





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Services, shares programming updates including Signal Share, a repeating series of fundamental media education classes, which includes video production education. Open Signal is accepting applications for the Spring 2025 cohort through January 27th. Christine said that project screening from the Fall 2024 Production Cohort was held on Saturday January 25th. Christine outlines Budget and Fiscal updates, including newly awarded grants and Board-approved amendments to the operating and capital budgets for FY ending June 30, 2025. Amendments were based on Q1 budget and financial statuses. These new budget documents were shared with MHCRC staff last week.

- Franchisee Activity Report
  - Zply- not present
  - Comcast –Tim Goodman shared that Comcast staff are working with MHCRC staff to pursue community partner Lift Zones as proposed under the I-Net End Fund Administrative Agreement.

## **\*CONSENT AGENDA – NO DISCUSSION**

All items listed below may be enacted by one motion and approved as consent agenda items. Any item may be removed from the consent agenda and considered separately if a member of the Commission so requests.

- C1. December 16, 2024 Retreat Meeting Minutes
- C2. December 17, 2024 Meeting Minutes

**MOTION:** Commissioner Goodlow moved to approve the consent agenda. Chair DeGraw seconded.  
**VOTE: 5-0 passed**

## **[Vice Chair Harden Joins the Meeting]**

## **REGULAR AGENDA**

- \*R1. Comcast Franchise Renewal: Resolution 2025-01: Recommending and transmitting to the Jurisdictions a cable franchise renewal agreement with Comcast of Oregon II, Inc. for a 10-year term.

Chair DeGraw requests Andrew Speer presents this agenda item. Speer gives a timeline overview of this agenda item. Speer explained that in October, staff brought forward a draft agreement for review and input from the Commission. In November, staff hosted a 3 hour meeting with the CMCs to discuss their proposed edits. Speer worked with Seema Kumar, Chair DeGraw and legal counsel to identify the changes to bring forward to Comcast. Those changes involved edits to Section 5 of the agreement. Speer met with Comcast in mid-November to negotiate those changes. In December, there was a section of the Commission’s mini-retreat dedicated to addressing any remaining questions about the agreement. Speer stated that staff have worked to address the concerns of the CMCs while balancing the realities of the cable market and subscribership. He explained that the written comments provided by the CMCs were all sections that were raised by staff to Comcast during the November negotiations. All edits were reviewed by legal counsel and input from legal counsel was incorporated into the proposed edits negotiated with Comcast. Andrew concluded by stating that he believes the agreement presented today was a fair agreement that address many, but not all, of the substantive concerns raised by the CMCs.





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**DISCUSSION:** Vice Chair Harden asked if all the Community Media Centers (CMCs) Section 5 requested changes could be incorporated into the agreement that Commissioners will vote on this evening and in turn, if passed, could then be presented to their jurisdictions for approval. Chair DeGraw highlights for Commissioners that Speer negotiated with Comcast the requested CMC edits and the agreement today is a result of those negotiations. Chair DeGraw then asks Speer to confirm that the Section 5 requested changes from the CMCs were bargained with Comcast, acknowledging that ultimately not all were arranged into the Agreement. Speer confirms. Vice Chair Harden then asks if the Commission could recommend a different version of the agreement than the one staff has presented because he believes the Commission could say the language requested by the CMCs needs to be added before the agreement can be recommended by the Commission. Chair DeGraw states that she believes that the risk benefit analysis is getting harder to justify at this point. Vice Chair Harden asks what risk there would be besides Comcast going formal and also what would the Commission do if one of the jurisdictions decides not to vote in favor of the recommended agreement. Chair DeGraw states that the jurisdiction question is outside the Commissions control. Vice Chair Harden disagrees and says that their jurisdictions might move in the direction that the Commissioner advises them to. Chair DeGraw clarifies if the Commission votes to recommend the agreement, then that is what they would be advising the jurisdictions. Chair DeGraw then invites other Commissioners to weigh in on the proposed agreement. Commissioner Thomas is fairly pleased with the current agreement and that if we continue to negotiate, the jurisdictions could end up with less, and notes that each jurisdiction can approve or not approve, and our role at MHCRC is to recommend the agreement to the jurisdictions. Vice Chair Harden interjects that each Commissioner represents their city and can advise that city whether it is in their best interest to sign the agreement and Commissioner Thomas agrees. Commissioner Goodlow believes that the current agreement is in the Commission's best interest to move forward to the jurisdictions for approval and could create a situation where the ultimate deal worsens. Chair DeGraw states that she is in a similar position to Commissioners Thomas and Goodlow in wanting to hold onto the gains in the current agreement. Commissioner Wagner expresses concern for going back to the bargaining table considering the economic climate and the declining cable customers, while also stating concern about the complexities of impacts and tracking that. Chair DeGraw seconded recognizing that the agreement does not get everything the Commission and CMCs would like to have. Commissioner Dennerline states that he agrees with Vice Chair Harden and that this is not a matter of asking for more from Comcast but rather asking to keep the status quo. Chair DeGraw expressed that she has deep concerns about continuing to try to make further changes to this agreement, and it's not just about going formal but also about potentially losing ground on what has been gained. She stated her goal is always to have consensus but recognizes that given the current discussion, there may not be full consensus and asks whether they should continue the discussion or make a motion. Commissioner Thomas notes that at this point a Motion may be in order.

**MOTION:** Commissioner Thomas moved to recommend and transmit the Comcast Franchise Agreement with Comcast of Oregon II, Inc. for a 10-year term forward to the cities/jurisdictions for their approval. Commissioner Goodlow seconded.

**VOTE: 4-2 passed [Dennerline and Harden voted no]**

Chair DeGraw expresses gratitude to the Commission for their work on this Agreement.



**MHCRC** 1810 SW 5<sup>th</sup> Ave. Suite 710 Portland, Oregon 97201  
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## R2. Preliminary Funding Decisions: 2025 Community Technology Grants

Rana DeBey presents to Commissioners the 2025 Community Technology Grants (CTG) preliminary review, sharing that there are 27 applications with a budget of \$1 million and confirmed that no contingency funds are available. DeBey shares her screen with the scoring and suite selection summary, a document structured to help Commissioners decide on grantee awards. DeBey quickly notes that Friends of Saturday Academy scored a 4 but given their budget it could be moved forward in this preliminary review stage and MHCRC CTG will still remain on budget. DeBey outlines that some applicants may have items in their budget proposals that do not meet our funding criteria and will likely be amended. Any amendments would result in reducing the \$ amounts on the scoring summary as we approach the final application stage. Staff is seeking guidance on how to proceed if we have pre-applicants withdraw from the process, which does typically occur. This would result in giving opportunity to those applicants who scored 4s, and DeBey provides the following options to navigate this potential scenario: place specific pre-applicants on a waitlist, move applicants off the waitlist who have specific numeric score(s), allow staff to approve at their discretion, or run waitlisted applicants through the Equity committee.

Discussion: Vice Chair Harden requests that if there are funds available DeBey bring the preliminary review back to the Commission for a full suite applicant review. Additionally he seeks clarification on Off-Cycle budget allocations. DeBey confirms there are no requests, nor community interest, for Off-Cycle grants applications and suggests using the full \$1 million budget for this pool of applicants who meet the criteria. Commissioner Thomas inquires on reducing the budget to \$963,000 and include Friends of Saturday Academy in the preliminary approval and subsequently follow the scoring numeric sequence as funds become available. Chair DeGraw agrees with Commissioner Thomas' suggestion. Commissioner Dennerline requested if any remaining funds are available to bring pending applications to the Commission or run those through the Equity Committee for approval. Vice Chair Harden is agreeable to the Equity Committee reviewing and approving pending applications as decisions will be based on available funds. Commissioner Goodlow agrees and would like the Equity Committee to prioritize new grantees.

**MOTION:** Commissioner Thomas moves to send all of the grantees who scored 5s and 6s forward in the approval process, which include the Portland Art Museum; Self Enhancement Inc (SEI); Ethos Music Center; Project Ledo; African Youth and Community Organization; Gresham Barlow School District; Portland State University: Sub-Basement Studios; JUNTOS pdx; Desert Island Studios (PAM CUT); Portland Community College; Southern Ocean Studios; Rohingya Youth Association of Portland; Sabin CDC; Stomping Grounds Arthouse, for a total of \$963,651.02, plus the grantee Friends of Saturday Academy for an additional \$8,811.95 forward in the application process. Commissioner Dennerline seconds.

**VOTE: 6-0 passed**

## R3. MHCRC Strategic Planning: NEX Strategies Presentation (information only)

Autumn Carter presented to Commissioners a general proposal for how to approach the next phase of the MHCRC strategic planning, outlining take-aways from the joint work sessions as well as follow-ups







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from the December mini retreat and conclusions for this stage of the process. Autumn highlighted themes that emerged at the end of last year but there was not a full consensus on MHCRC's future. However, there was consensus that funding CMCs is a priority for the MHCRC and Autumn highlighted emerging themes as we move forward in strategic planning. Autumn outlined next steps for MHCRC as NEX Strategies envisions them ensuring to deliver deliverable and actionable recommendations that reflect jurisdictional needs and priorities given funding models.

\*R4. NEX Strategies Contract Amendment: Modified scope of work, increased compensation, and extended term

**MOTION:** Vice Chair Harden recommends that we amend the Contract with NEX Strategies, as noted in Amendment No. 1 to NEX Strategies Contract, including Attachment A: revised scope of work, an increase to compensation by \$105,000 not to exceed \$220,000, and extending the term to 12/31/2025. Commissioner Wagner seconds.

**Vote: 6-0 passed**

\*R5. MHCRC Strategic Planning: Procure Direct Legal Services from Bradley Werner, LLC

Chair DeGraw noted that Bradley Werner has reached their \$10,000 limit and Staff is seeking to continue working with Bradley Werner, LLC as part of the strategic planning process and work plan. Staff is seeking an increase in budget to not exceed a total \$25,000 in FY 24-25.

**MOTION:** Commissioner Wagner moves to increase the budget for Bradley Werner, LLC expenses not to exceed \$25,000 in FY 24-25. Commissioner Thomas seconded.

**Vote: 6-0 passed**

\*R6. BBK Special Legal Counsel Contract Amendment: Increase the amount of compensation payable to Special Counsel in FY2024-25.

Chair DeGraw outlines that the request is an approval for an additional \$12,000 in our budget for a total not to exceed \$42,000 in FY 24-25 for BBK legal counsel and to change the Program Manager contract contact to Andrew Speer.

Vice Chair Harden requests more information, and Speer highlights that we had unexpected engagement with BBK through the Comcast Franchise renewal and the Zply termination. Commissioner Wagner wants assurance that this increase request is adequate. Speer notes that at this point this is adequate and Seema Kumar notes that this process is part of the due diligence of tracking real time spending and why we initially set the \$30,000 limit. During this era of negotiations, it required more legal resources beyond that initial limit. Staff will work more closely with BBK on invoice tracking in the future.

**MOTION:** Commissioner Thomas moves to approve an increase in the BBK FY 24-25 Special Legal Contract not to exceed \$42,000 as outlined in BBK Amendment 1 included in the packet materials. Vice Chair Harden seconds.





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**Vote: 6-0 passed**

R7. Ziplly Franchise Termination/Compliance (information only)

Andrew Speer outlines an update on the termination path and compliance status, including highlighting the email update sent on December 20, 2024 to all Commissioners. Speer noted that part of Ziplly's agreed-upon proposal for the termination agreement provides MetroEast with internet service through March 31, 2026. Next steps are to have the negotiated provisions codified with a written agreement, however, Ziplly returned material red-lines on 1/27/25 that resulted in a need for Staff to refine the edits before presenting for approval to Commissioners.

Chair DeGraw would like to call a special meeting towards the end of February to continue Ziplly discussion and to finalize. All Commissioners are agreeable.

### Staff Activity

- FY25-26 Budget Process Update – Douglas Imaralu updates the Commission on the FY25-26 Budget Process, including a request to call the Finance Committee in early March to discuss concerns going into FY 26 budget development. Finance Committee is agreeable.
- Consumer Protection Report – Laura Dyer shares the Cable Complaint Summary, also including in the packet materials.

**New Business; Commissioner Open Comment** –none.

### Committee Reports

- Finance Committee – none.
- Equity Committee – none.
- Policy Committee – none.
- City of Portland Charter Reform Liaison – none.
- Open Signal Board Appointee – none.
- MetroEast Board Appointee – none.

Public Comment (non-agenda items): none.

Next MHCRC Meetings:

- March 17, 2025 - MetroEast/Hybrid
- May 19, 2025 - Open Signal/Hybrid
- June 16, 2025 - MetroEast/Hybrid

**Adjourned: 8:37 PM**

Respectfully submitted,  
Kathleen Lefebvre



## Public Testimony to the Mt. Hood Cable Regulatory Commission

Concerns Regarding Proposed Section 5 (posted publicly on 1.22.2025)

For MHCRC January 27 Meeting: Comcast Franchise Renewal

January 23, 2025

Metro East Community Media



Portland Community Media dba Open Signal

Dear Members of the Mt. Hood Cable Regulatory Commission,

MetroEast and Open Signal hereby jointly submit outstanding and significant concerns regarding the staff proposed revisions to Section 5 of the Comcast Franchise Agreement. To our surprise, our meeting with the MHCRC's negotiation team in November 2024 has resulted in changes to the Section 5 language that further weaken the standing of and benefits to your jurisdictions and consequently, our community media centers, particularly as they affect access providers who rely on franchise fees for operational funding and PEG fees for capital support.

**We encourage the MHCRC to adopt a franchise renewal recommendation to the jurisdictions that mitigates harm to the community and the jurisdictions by taking action to revise the staff proposed renewal franchise in the areas outlined below.**

We remain extremely concerned about the following four proposed franchise sections that continue to shift cost burdens from the company to the jurisdictions, which will result in one or all of the following outcomes:

- Reduce the franchise fee amounts to the cities and county,
- Reduce the operations funding for MetroEast,
- Reduce the amount available for capital grants for the community and media centers, and/or,
- Eliminate current obligations of the company due to lack of funding for them.

This is doubly concerning when franchise fee and PEG fee amounts have been declining since 2018 (currently 10% year-over-year) and this trend is forecasted to continue over the 10-year franchise term.

### **Staff Proposed Sections 5.2(B) and 5.4(A)**

Two sections - 5.2(B) and 5.4(A) - have language that explicitly allows for Comcast to charge the jurisdictions for costs related to access channel transport and interconnects. The language essentially codifies in the franchise the unsettled terms of

the FCC Order 621 (still being challenged in the courts). The proposed language allows cost-shifting by Comcast that might not otherwise be authorized by the FCC Order once the Order is eventually settled through the Courts.

The staff proposed language gives Comcast the authority to recoup costs (ie. charge the jurisdictions) for elements guaranteed in Section 5.6 of the current agreement. Section 5.6 has been deleted from the staff proposed language.

Section 5.6 of the current franchise: *“Charges. All of the Channels, Cable System Capacity, Access Resources and other elements needed for Grantee to provide PEG Access as required under this Section 5 shall be provided without charge to the Jurisdictions or to any Designated Access Provider, except as specifically provided for in Section 5.”*

The renewal agreement should state explicitly that Comcast is ONLY allowed to recoup costs if “specifically authorized by federal law.” The “then applicable law” clause in the staff proposal applies solely to how those costs would be calculated (ie. based on “marginal costs”, which the current FCC Order does not actually define); and inserting “then applicable law” implies law at the time the franchise is effective, again codifying the unsettled terms of the FCC Order 621.

Our **recommended language below** restores language from the previous October staff draft that clarifies Comcast may recoup and calculate costs for transport and interconnects only if specifically authorized by applicable law.

In your response to comments, please provide the reasons why staff would propose this language when other Comcast franchises recently renewed don’t contain references of this kind.

The recently renewed Clark County/Comcast franchise does not include any language or references similar to those included in the staff proposed Sections 5.2 and 5.4; nor does a 2024 franchise between Comcast and a Minnesota government commission for existing channel transport or interconnects (only for new sites, which our franchise also allows).

### **Section 5.2(B) Access Channel Primary Origination Points**

STAFF PROPOSED LANGUAGE - Jan. 22 REDLINE

The [City/County] may designate up to five (5) points of primary origination for existing and future Access Channels located within the Cable Services Franchise Area. Grantee shall continue to provide fiber optic connections and related transport equipment to transmit Signals for Access Channels without degradation from the designated origination points to Grantee’s Headend for distribution on the Residential Network. ~~To the extent specifically authorized by applicable law, Grantee shall have the right to recoup the maintenance costs associated with the EG transport as set forth in this Section. Grantee shall invoice the City for such maintenance costs in accordance with the requirements of applicable law. Grantee shall be responsible for any damage and all maintenance on the existing fiber, including replacement of damaged fiber if necessary. Any costs to be charged by the Grantee shall be no greater than that legally permitted by applicable law including the FCC 621 Order and federal litigation interpreting the FCC 621 Order.~~ Should Grantee begin to charge for

the maintenance costs associated with the EG transport provided pursuant to this section, it will give [City/County] one hundred twenty (120) days' prior written notice of its intent to commence such charges; provided however that (1) Grantee will disclose in such written notice the proposed amount of the charges and supporting information in sufficient detail for the [City/County] to evaluate the how the charges were calculated; (2) The proposed charges shall be consistent with then applicable law, currently "Marginal Cost." Grantor may elect to take the charges as an offset against Franchise Fees. Nothing in this Section requires the Grantor to accept Grantee's calculation of Marginal Cost.

## **RECOMMENDED LANGUAGE (changes highlighted)**

The [City/County] may designate up to five (5) points of primary origination for existing and future Access Channels located within the Cable Services Franchise Area. Grantee shall continue to provide fiber optic connections and related transport equipment to transmit Signals for Access Channels without degradation from the designated origination points to Grantee's Headend for distribution on the Residential Network. **To the extent specifically authorized by applicable law, Grantee may ~~shall~~ have the right to recoup the maintenance costs associated with the EG transport as set forth in this Section.** ~~Grantee shall invoice the City for such maintenance costs in accordance with the requirements of applicable law. Grantee shall be responsible for any damage and all maintenance on the existing fiber, including replacement of damaged fiber if necessary. Any costs to be charged by the Grantee shall be no greater than that legally permitted by applicable law including the FCC 621 Order and federal litigation interpreting the FCC 621 Order. Should Grantee begin to charge for the maintenance costs associated with the EG transport provided pursuant to this section, it will give [City/County] one hundred twenty (120) days' prior written notice of its intent to commence **recouping such costs** charges; provided however that (1) Grantee will disclose in such written notice the proposed amount of the **costs** charges and supporting information in sufficient detail for the [City/County] to evaluate how the **costs** charges were calculated; (2) The proposed charges shall be consistent with **then** applicable law, currently "Marginal Cost." Grantor may elect to take the charges as an offset against Franchise Fees. Nothing in this Section requires the Grantor to accept Grantee's calculation of **Marginal C** cost.~~

### **Section 5.4(A) Access Interconnections.**

STAFF PROPOSED LANGUAGE - JAN. 22 REDLINE

Grantee shall continue and maintain all Interconnections of Access Channels in effect on the effective date of this Franchise, and as otherwise provided herein, unless otherwise authorized or modified by the [City/County]. Grantee shall provide Activated Interconnection of the Headend to Designated Access Providers for shared PEG Access Programming on Access Channels. The Interconnections shall provide the bi-directional capability to transmit PEG Access Programming among Designated Access Providers and other PEG Access Programming carried by contiguous cable systems in Washington County and Clackamas County, Oregon, and Clark County, Washington. Grantee shall provide Activated Capacity sufficient to enable Signal transmission to and from all Interconnection points on the Cable System. ~~The [City/County] or the PEG Access channel provider shall pay reasonable charges for maintenance and repair of existing and new Access Channel Interconnections and hardwired facilities for origination of access programming not to exceed the marginal~~

~~(actual, allocable) cost of maintaining, repairing or providing each interconnection or access origination connection or such other cost as may be allowed by applicable law. All such costs shall be fully documented to the satisfaction of the [City/County]. Should Grantee begin to charge for the maintenance costs associated with the Access Channel Interconnections provided pursuant to this section, it will give [City/County] one hundred twenty (120) days' prior written notice of its intent to commence such charges; provided however that (1) Grantee will disclose in such written notice the proposed amount of the charges and supporting information in sufficient detail for the [City/County] to evaluate the how the charges were calculated; (2) The proposed charges shall be consistent with then-applicable law, currently "Marginal Cost." Grantor may elect to take the charges as an offset against Franchise Fees. Nothing in this Section requires the Grantor to accept Grantee's calculation of Marginal Cost.~~

### **RECOMMENDED LANGUAGE (changes highlighted)**

(A) Grantee shall continue and maintain all Interconnections of Access Channels in effect on the effective date of this Franchise, and as otherwise provided herein, unless otherwise authorized or modified by the [City/County]. Grantee shall provide Activated Interconnection of the Headend to Designated Access Providers for shared PEG Access Programming on Access Channels. The Interconnections shall provide the bi-directional capability to transmit PEG Access Programming among Designated Access Providers and other PEG Access Programming carried by contiguous cable systems in Washington County and Clackamas County, Oregon, and Clark County, Washington. Grantee shall provide Activated Capacity sufficient to enable Signal transmission to and from all Interconnection points on the Cable System. ~~The [City/County] or the PEG Access channel provider shall pay reasonable charges for maintenance and repair of existing and new Access Channel Interconnections and hardwired facilities for origination of access programming not to exceed the marginal (actual, allocable) cost of maintaining, repairing or providing each interconnection or access origination connection or such other cost as may be allowed by applicable law. All such costs shall be fully documented to the satisfaction of the [City/County].~~ **To the extent specifically authorized by applicable law, Grantee may recoup the maintenance costs associated with the Access Channel Interconnections as set forth in this Section.** ~~Should Grantee begin to charge for the maintenance costs associated with the Access Channel Interconnections provided pursuant to this section, it will give [City/County] one hundred twenty (120) days' prior written notice of its intent to commence~~ **recouping such costs** ~~charges;~~ provided however that (1) Grantee will disclose in such written notice the proposed amount of the **costs charges** and supporting information in sufficient detail for the [City/County] to evaluate the how the **costs charges** were calculated; (2) The proposed charges shall be consistent with **then-applicable law;** ~~currently "Marginal Cost." Grantor may elect to take the charges as an offset against Franchise Fees.~~ Nothing in this Section requires the Grantor to accept Grantee's calculation of **Marginal Cost.**

### **Section 5.10 - Video on Demand**

Staff's proposed language in Section 5.10(A) **shifts all costs to the jurisdictions.** What are these costs? **It's completely unknown what costs Comcast might allocate to the jurisdictions.** Currently Comcast provides this incremental to its own VOD programming.

**RECOMMENDED DELETION** (highlighted) to Staff Proposed Language - Jan. 22 redline

Section 5.10 - Video on Demand.

- (A) Grantee shall include Access Programming on its video-on demand (“VOD”) platform. Grantee shall provide the Designated Access Providers with the VOD capacity on Grantee’s server to include a maximum of fifty (50) hours of Access Programming on Grantee’s VOD at any given time. The [City/County] shall coordinate use of such VOD capacity among the Designated Access Providers. ~~The [City/County] shall pay all costs associated with the provision of Access programming on the VOD platform.~~

**Section 5.11 - Program Guide Channel Listings**

Currently Comcast provides access channel program listings incremental to its own program listings and holds the contract with the vendor.

Staff proposed language in Section 5.1(B) potentially shifts unknown costs to the jurisdictions. In addition, the new proposed language implies that there is applicable law about offsetting programming guide costs against franchise fees; in reality there is no such a law in place or under consideration. If in the future such a law becomes applicable to a program guide requirement, then it will apply

Clark County’s recently approved franchise side letter adds Section 5 about working toward a possible direct relationship with Comcast’s third party program guide company. Clark County’s language is much more agreeable than language implying the jurisdictions will pay fees and referencing an applicable law that doesn’t exist.

Section 5.11 - Detailed Access Program Listings on the Digital Guide

STAFF PROPOSED LANGUAGE - JAN. 22 REDLINE

(B) Grantee shall include the Access Channels and Programming information in all EPG menus and online program guides available to Subscribers. Access Channels and Programming shall be listed in a substantially similar manner and placement as the Broadcast Channels, including individual program descriptions where provided by the programmer, in a non-discriminatory manner. If the (City /County) requests that Grantee continue to pay any fee charged by the electronic programming guide vendor for including PEG channels, Grantee reserves the right to offset the costs from franchise fees to the extent allowed by applicable law. If Grantee decides to offset the costs of the electronic programming guide costs, it must give the (City/County) one hundred twenty (120) days’ notice of its intent to recoup these costs. (City/County) shall have the option to pay the Grantee for the costs, or have the costs deducted from franchise fee payments.

**RECOMMENDED LANGUAGE** (changes highlighted)-(from Clark County/Comcast Franchise - Side Letter Agreement)

(B) Grantee shall include the Access Channels and Programming information in all EPG menus and online program guides available to Subscribers. Access Channels and Programming shall be listed in a substantially similar manner and placement as the Broadcast Channels, including individual program descriptions where provided by



the programmer, in a non-discriminatory manner. If the (City /County) requests that Grantee continue to pay any fee charged by the electronic programming guide vendor for including PEG channels, Grantee reserves the right to offset the costs from franchise fees to the extent allowed by applicable law. If Grantee decides to offset the costs of the electronic programming guide costs, it must give the (City/County) one hundred twenty (120) days' notice of its intent to recoup these costs. (City/County) shall have the option to pay the Grantee for the costs, or have the costs deducted from franchise fee payments.

Add:

(E) The parties agree to continue discussions toward a goal of permitting the City/County or its designated access providers to engage with and pay third party guide providers directly.

## Conclusion

The loss of the language of Section 5.6 from the current franchise, paired with the cost shifting in staff proposed Sections 5.2(B), 5.4(A), 5.10(A), and 5.11(B) constitute a direct reduction in franchise fee payments compared to the current franchise. We, the MHCRC, or the jurisdictions have not been provided with any information on the likely actual amounts of these cost burdens. What we do know is that the staff proposed powers granted to Comcast may equal crippling revenue losses for non-profit, community media centers and reductions in franchise fee amounts to your jurisdictions.

**Again, we encourage the MHCRC to adopt a franchise renewal recommendation to the jurisdictions that mitigates harm to the community and the jurisdictions by taking action to revise the staff proposed renewal franchise as outlined above for Sections 5.2(B), 5.4(A), 5.10(A), and 5.11(B).**

Thank you for your consideration,

## Open Signal

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Jim Bruce

Kathryn Garcia

Christine Jervis

Courtney Romine-Man

Daniela Serna

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# Mt. Hood Cable Regulatory Commission

*Serving Multnomah County and the Cities of Fairview, Gresham, Portland, Troutdale & Wood Village*

## **STAFF REPORT AGENDA ITEM #C2**

**For Commission Meeting: February 24, 2025**

### **“Authorize Moss Adams for MHCRC FY2024-25 Fund Audit”**

#### **Recommendation**

**Staff recommends that the MHCRC authorize Moss Adams to perform the MHCRC FY2024-25 Fund Audit in accordance with the Moss Adams contract with the City of Portland.**

#### **Background**

**The MHCRC is required to obtain an annual audit of its financial statements, as a "municipal corporation." (Governing statutes: <http://www.leg.state.or.us/ors/297.html>; specifically, ORS 297.405 Sub 5 Sub F, 297.415, 297.425 and 297.465)**

**The MHCRC has authorized Moss Adams to perform its annual audit since FY2012-13 through the City of Portland contract. Moss Adams has gained knowledge and understanding of the MHCRC and component unit (Open Signal and MetroEast) finances over these years making it cost effective for the MHCRC to continue to retain Moss Adams audit services.**

**The City of Portland contracted with Moss Adams through a competitive RFP process. The contract includes the MHCRC Fund audits for fiscal years 2021-22, 2022-23, and 2023-24. For fiscal year 2024-25, the City contract contains options to extend audit services.**

**The MHCRC FY2024-25 budget contains funds for Moss Adams to conduct the FY2023-24 audit.**

**Prepared by:  
Douglas Imaralu  
MHCRC, Finance Manager  
February 13, 2025**



## **REGULAR AGENDA**



# Mt. Hood Cable Regulatory Commission

*Serving Multnomah County and the Cities of Fairview, Gresham, Portland,  
Troutdale & Wood Village*

## **COVER SHEET – AGENDA ITEM #R1**

For Commission Meeting: February 24, 2025

Resolution 2025-02: Recommend MHCRC Jurisdictions to Sign Termination Plan with Ziplly Fiber Northwest LLC and Recommend that MHCRC Jurisdictions Sign Termination Agreements in line with Provided Template

### **Recommendation**

To approve and sign the Ziplly termination letter with attached termination template for jurisdictional use.

### **Background**

MHCRC staff have been negotiating a termination pathway for Ziplly in advance of the May 2025 negotiation expiration date. Termination pathway negotiations began in the Fall of 2024. The goals of that termination pathway, as decided by the MHCRC on behalf of the jurisdictions were to create certainty and preserve community resources to the fullest extent possible.

The attached resolution and letter with exhibit has been reviewed by MHCRC legal counsel and agreed upon by Ziplly.

### **Attachments**

Res 2025-02\_Ziplly Termination Letter and Agreement Template  
Letter Agreement Ziplly - Noncompliance and Termination Plan  
Exhibit A Termination Agreement template

Prepared By: Andrew Speer  
February 19, 2025



**Before the  
Mt. Hood Cable Regulatory Commission  
1810 SW 5<sup>th</sup> Ave.  
Portland, OR 97201**

Recommend MHCRC Jurisdictions	)	Resolution No. 2025-02
To Sign Termination Plan with	)	Adopted by the Commission
Ziply Fiber Northwest LLC and	)	
Recommend that MHCRC Jurisdictions	)	
Sign Termination Agreements in line	)	
with Provided Template	)	

Section 1. Findings.

1.1 Authority. The Mt. Hood Cable Regulatory Commission ("MHCRC" or "Commission") was created by Intergovernmental Agreement (dated December 24, 1998 ("IGA")) to carry out cable regulation and administration on behalf of Multnomah County and the cities of Gresham, Fairview, Portland, Troutdale, and Wood Village ("the Jurisdictions"). Under the Section 3 of the IGA, the Commission is vested with all the powers, rights, and duties necessary to carry out the purposes vested by law in each Jurisdiction as well as to enforce franchise agreements. This includes the authority to enter into contracts, award grants, and take such other action as it deems necessary and appropriate to accomplish the general purposes of the IGA.

1.2 Multnomah County and the cities of Gresham, Troutdale, Fairview, and Wood Village each granted Verizon Northwest Inc. a cable services franchise (Collectively, the "Franchises" or "Agreement"). The Agreement with Verizon Northwest Inc. became effective November 18, 2008, for a term of 10 years and expired on December 31, 2018. On January 5, 2010, the jurisdictions transferred the franchise agreement from Verizon Northwest Inc. to Frontier Communications Corporation.

1.3 MHCRC adopted Resolution 2018-01 recommending that the Jurisdictions extend the Franchises with Frontier Communications Corporation, and each jurisdiction adopted resolutions extending the Franchises through December 31, 2022.

1.4 The Jurisdictions accepted transfer of the Franchises from Frontier Communications Corporation to Ziply Fiber Northwest LLC ("Ziply") in 2019.

1.5 The MHCRC Chair signed a franchise agreement extension letter on May 11, 2023, that extended the period to negotiate a franchise extension until May 1, 2025. Since the time of that signing, Ziply's cable subscribership has dropped significantly, and it notified MHCRC and staff that it no longer wished to extend the Franchises.

1.6 MHCRC staff have been negotiating a termination pathway for Ziply in advance of the May 2025 negotiation expiration date. Termination pathway negotiations began in the Fall of 2024. The goals of that termination pathway, as decided by the MHCRC on behalf of the jurisdictions were to create certainty and preserve community resources to the fullest extent possible.

1.7 Staff have consulted with MHCRC’s legal counsel to review the proposed agreement included as Exhibit A of the Resolution to ensure that all aspects of the agreement comply with federal law governing cable franchising and cable service. Staff have also kept the MHCRC updated on this process during public meetings that have occurred since Fall 2024.

1.8 Exhibit B is the termination agreement template for jurisdictions to use as Zply reaches the appropriate customer threshold to request termination with a jurisdiction.

1.9 MHCRC staff are recommending the Commission adopt the Resolution and accept the terms of the termination letter agreement and the termination template included in Exhibits A and B.

Now, therefore, the Commission resolves:

Section 2.

2.1 The Commission recommends that the Jurisdictions consent by ordinance or resolution, as applicable, to adopt the Zply franchise agreement termination as reflected in Exhibit B.

2.2 MHCRC directs its staff to cooperate with staff and/or legal counsel for the Jurisdictions to effectuate such changes in Exhibit B as may be necessary for consideration and final action by the individual Jurisdictions on a timely basis.

ADOPTED BY THE COMMISSION on February 24, 2025.

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Julia DeGraw, Chair

Reviewed by:

---

Attachments:

Exhibit A: MHCRC/Zply Franchise Agreement Termination Letter Agreement

Exhibit B: Jurisdiction Termination Agreement Template



# Mt. Hood Cable Regulatory Commission

*Serving Multnomah County and the Cities of Fairview, Gresham, Portland, Troutdale & Wood Village*

February \_\_\_\_, 2025

*Delivered electronically via email*

Jessica Epley  
Vice President, Regulatory & External Affairs  
Zipty Fiber Northwest, LLC dba Zipty Fiber  
135 Lake Street South, Suite 155  
Kirkland, WA 98033  
[jessica.epley@zipty.com](mailto:jessica.epley@zipty.com)

Re: Zipty Outstanding Non-Compliance and Cable Franchise Termination Plan

Dear Jessica:

This letter memorializes the terms agreed to by the Mt. Hood Cable Regulatory Commission (MHCRC or Commission) and Zipty to settle, resolve and suspend further enforcement action regarding certain existing non-compliance notices and prepare for the anticipated termination/wind down of Zipty's provision of cable services within Wood Village, Gresham, Fairview, and Troutdale (Zipty Jurisdictions). The purpose of memorializing the termination plan is to ensure that community needs are addressed in the best interests of MHCRC jurisdictions and the public and to create certainty for these parties and Zipty.

- 1. Franchise Agreement provisions to remain in effect through December 31, 2025.** The parties acknowledge that: (i) Zipty's cable franchises<sup>1</sup> with the Zipty Jurisdictions have expired by their terms but Zipty has continued to operate and the MHCRC and the Zipty Jurisdictions have continued to accept performance under the cable franchises; (ii) Zipty and the MHCRC have been engaged in cable franchise renewal negotiations and in May of 2023, entered into a letter agreement to extend their negotiation period by two years, to May 1, 2025; (iii) Zipty has since indicated it no longer wishes to renew its cable franchises but is willing to commit to continue to provide cable service in compliance with and under its existing cable franchise agreements with the Zipty Jurisdictions until **December 31, 2025**. By signing below, Zipty agrees to forego any rights to ongoing renewal negotiations and proceedings, and to follow the cable franchise termination process outlined below to terminate the cable franchises with the Zipty Jurisdictions effective January 1, 2026.
- 2. Termination process.** Having considered potential termination of the cable franchise and to avoid any dispute so as to ensure an orderly termination process, MHCRC recommends that each Zipty Jurisdiction consent to the termination of its Zipty cable franchise subject to certain terms and conditions and document that consent by entering into a formal termination agreement with Zipty. For this purpose, MHCRC has prepared a termination agreement template attached to this letter as Exhibit A. By signing below, Zipty commits to act in good faith to enter

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<sup>1</sup> The cable franchise agreements between Zipty and Wood Village, Fairview and Troutdale were operationally executed by creating Addendums to the cable franchise agreement between Zipty and Gresham. When Franchise Agreement is used as a defined term in this termination plan, it refers to the franchise agreement between Zipty and Gresham. The Franchise Agreement therefore operates as the "master agreement," in this context.





## Mt. Hood Cable Regulatory Commission

*Serving Multnomah County and the Cities of Fairview, Gresham, Portland, Troutdale & Wood Village*

into termination agreements with each of the Zply Jurisdictions promptly and in substantially similar form to that attached in Exhibit A and MHCRC agrees to recommend that each member jurisdiction enter into such an agreement with no further modifications.

3. **MetroEast service.** Zply will continue to provide its current internet service to MetroEast until **March 31, 2026**. The service will continue to be provided at no cost to MetroEast and Zply agrees that the provision of this service extension will not be offset against franchise or PEG fees. Zply will coordinate with MetroEast regarding any removal of equipment necessary for the wind down of this service after March 31, 2026. In the event that any franchise is not terminated by a jurisdiction by December 31, 2025 as set forth in this letter agreement, Zply will be under no obligation to provide this MetroEast service after December 31, 2025.
4. **Suspension of MHCRC Action on Certain Non-Compliance.** On November 20, 2024, MHCRC issued a Notice of Noncompliance to Zply Re: Failure to Provide Reports. In response, Zply has stated that it has already cured the non-compliance, and it has requested a Commission hearing. In exchange for the execution of this letter and Zply's commitment to comply with all of its terms, MHCRC will consider all such enforcement fully settled and shall not seek any further fines or penalties, related to these notices of violation. Notwithstanding the foregoing, MHCRC reserves the right to continue to seek to enforce the terms of the cable franchises until such time as they are lawfully terminated and the applicable limitations period has expired; however, in exercising its discretion related to franchise enforcement, MHCRC agrees to take into account Zply's small cable service customer base, the approaching franchise termination date, and Zply's willingness to cooperate in an orderly wind-down and termination.

Sincerely,

Julia DeGraw, Chair  
Mt. Hood Cable Regulatory Commission

Accepted and agreed by:

Zply Fiber Northwest, LLC dba Zply Fiber

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Jessica Epley, Vice President of Regulatory & External Affairs - Zply



## **AGREEMENT TO TERMINATE CABLE FRANCHISE AGREEMENT**

This Agreement (“*Agreement*”) is entered into as of \_\_\_\_\_, \_\_\_\_ (“*Effective Date*”) by and among Ziplly Fiber Northwest, LLC dba Ziplly Fiber, a Washington limited liability company doing business as Ziplly Fiber (hereinafter “*Grantee*”), and the City of \_\_\_\_\_, a municipal corporation duly organized under the applicable laws of the State of Oregon (hereinafter “*City*”) (collectively, “*Parties*”), subject to the following recitals:

### **RECITALS**

**WHEREAS**, Grantee’s predecessor-in-interest and City entered into an agreement on \_\_\_\_\_, 200\_ titled: [Addendum To The Cable Franchise Agreement Between The City Of Gresham, Oregon And Verizon Northwest Inc. By And Between The City Of \_\_\_\_\_, Oregon And Verizon Northwest Inc. **OR for Gresham only** Cable Franchise Agreement Between The City Of Gresham, Oregon And Verizon Northwest Inc.] (“*Franchise Agreement*”);

**WHEREAS**, through the Franchise Agreement, the City granted Grantee a nonexclusive franchise to construct, install, maintain, extend and operate a cable communications system in the City;

**WHEREAS**, Ziplly had requested to renew the Franchise Agreement and had committed to continue to negotiate until at least May 2025 the terms of a possible renewal;

**WHEREAS**, Ziplly now wishes to withdraw its request to renew the Franchise Agreement and instead has requested to (i) cease offering any Cable Services over its network within the City, (ii) no longer be a “cable operator,” as defined in 47 U.S.C. § 522(5) (“Cable Operator”) serving the City, and (iii) no longer operate a “cable system”, as defined in 47 U.S.C. § 522(7) (“Cable System”) within the City effective January 1, 2026;

**WHEREAS**, subject to the terms of this Agreement, the City is willing to terminate the Franchise Agreement effective January 1, 2026.

### **AGREEMENT**

**NOW, THEREFORE**, the Parties hereby agree as follows:

1. **Termination of Franchise Agreement.** Grantee and City agree to terminate the Franchise Agreement effective January 1, 2026 (“Termination Effective Date”).
2. **Subscriber Notice.** Unless Grantee has no actual Cable Service Subscribers in the City forty-five (45) days prior to the Termination Effective Date, it shall provide all Cable Subscribers in the City with at least thirty (30) days’ prior notice that their Cable Service will terminate as of the Termination Effective Date.
3. **Franchise Renewal Request Withdrawn.** Grantee hereby withdraws its request for a renewal of the Franchise Agreement and waives any rights it might otherwise have under 47 U.S.C. § 546 with respect to such request.
4. **Additional Commitments.** Grantee represents and warrants that, after the Termination Effective Date, neither it nor any subsidiary or affiliate shall, within the boundaries of the City and without first applying for and obtaining a cable franchise from the City:



- (a) Be a Cable Operator or own or operate a Cable System within the City;
  - (b) Provide any Cable Service within the City; or
  - (c) Derive any revenue from the operation of its network in the City to provide Cable Service.
5. **Enforcement.** The City may pursue any action or other remedy available at law or equity for Grantee’s breach of any of its representations and warranties in paragraph 4, including without limitation seeking damages or quantum meruit for the amount of franchise fees Grantee would have owed the City had it, as promised, obtained a franchise prior to engaging in any of the activities set forth in Paragraph 4.
6. **Settlement of Certain Claims; Survival of Certain Claims.** The City accepts the letter agreement dated February \_\_, 2025 by and between MHCRC and Ziplly settling, resolving and suspending further enforcement action regarding certain existing franchise notices of non-compliance. Any claims (other than those addressed in the letter agreement) that the City may have against Grantee under the Franchise Agreement arising before the Termination Effective Date shall survive termination for the applicable limitations period. The parties acknowledge that subject to the terms of the Intergovernmental Agreement, the MHCRC exercises the discretion to administer and enforce the Franchise Agreement including settlement of claims.

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the Effective Date.

CITY OF \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
 By: \_\_\_\_\_  
 Title: Mayor

\_\_\_\_\_  
 By: \_\_\_\_\_  
 Title: City Attorney

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Date

ZIPLY FIBER NORTHWEST, LLC

APPROVED AS TO FORM:

\_\_\_\_\_  
 By:  
 Title:

\_\_\_\_\_  
 By:  
 Title:

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Date