

## **RESOLUTION NO. 2437**

### **A RESOLUTION EXTENDING THE FRONTIER CABLE SERVICES FRANCHISE AGREEMENT WITH THE CITY OF TROUTDALE**

#### **THE TROUTDALE CITY COUNCIL FINDS AS FOLLOWS:**

1. The Mt. Hood Cable Regulatory Commission (“MHCRC” or “Commission”) was created by an Intergovernmental Agreement dated December 24, 1992) (the “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”). Among other things, the Commission acts in an advisory capacity to the Jurisdictions in connection with renewal or extension of any cable franchise of the Jurisdictions. As set forth in the IGA, the Jurisdictions have reserved full authority to act on their own behalf regarding any proposed renewal or extension of the term of a cable franchise. However, each Jurisdiction has agreed to take no action in these areas until the Commission has had an opportunity to give prior consideration to the matter.
2. The cable franchises were granted by the Cities of Fairview, Gresham, Troutdale, and Wood Village (“Cities”) to Verizon Northwest, Inc. (“Grantee”) effective November 18, 2008 (“Franchise/s”), and the Grantee and the Franchise/s were duly transferred to and accepted by Frontier Communications Corporation and all appropriate Frontier subsidiaries (collectively “Frontier”) with the approval of the Cities in 2010. After the transfer, Frontier renamed the Grantee Frontier Communications Northwest Inc.
3. The Franchise/s will expire on December 31, 2018.
4. At a meeting held November 19, 2018, the MHCRC recommended the Cities grant an extension of the term of the Franchise/s to December 31, 2022, on certain conditions.
5. The public interest will be served by granting an extension of the term of the Troutdale Franchise to December 31, 2022, on certain conditions.
6. MHCRC staff has verified that Frontier has no objection to extending the term of the Troutdale Franchise to December 31, 2022, on certain conditions.

#### **NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF TROUTDALE:**

##### Section 1. Franchise Extension/Amendments.

- (a) Subject to the conditions set out in the acceptance form attached as Attachment A to this Resolution, the City approves an extension of the term of the cable franchise granted by City to Frontier, effective December 11, 2018 (“Franchise/s”) from January 1, 2019 to December 31, 2022.

(b) Section 3.3.1 of the Franchise/s is amended to delete the date "December 31, 2018" and substitute the date "December 31, 2022".

(c) Section 8.2 of the Franchise/s is amended to add at the end of the last sentence the following: ", and reporting annual subscriber counts."

(d) All other terms and provisions of the Franchise/s, together with all related documents and agreements pertaining thereto, shall continue in effect without modification.

(e) On or before January 1, 2019 Frontier Communications Corporation, as Guarantor of the Franchise/s, shall file a written, executed acceptance of this Resolution, meeting the approval of the City Attorney. The written acceptance shall be in substantially the form attached hereto as Attachment A.

(f) The executed acceptance shall be unqualified and shall be construed to be an acceptance of all the terms, conditions and restrictions contained therein.

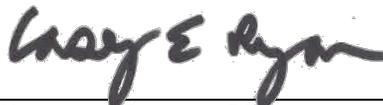
(g) The failure, refusal or neglect by Frontier Communications Corporation, as Guarantor of the Franchise, to file such written acceptance by such time shall constitute an abandonment and rejection of the rights and privileges conferred hereby and this Resolution shall thereupon be null and void.

Section 2. Effective Date. This Resolution shall be in full force and effect from and after its passage.

**YEAS: 7**

**NAYS: 0**

**ABSTAINED: 0**



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**Casey Ryan, Mayor**

**Date: December 13, 2018**



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**Sarah Skroch, City Recorder**

**Adopted: December 11, 2018**

**ATTACHMENT A – MODEL ACCEPTANCE ORDINANCE**  
**Acceptance of Extension Of Term Of Cable Franchise**  
**Frontier Communications/Jurisdiction**

CITY OF TROUTDALE  
c/o Sarah Skroch, City Recorder  
219 E. Historic Columbia River Hwy.  
Troutdale, OR 97060

cc to: Mt. Hood Cable Regulatory Commission  
111 SW Columbia St, Suite 600  
Portland, OR 97201

This is to advise the City of Troutdale ("City") that Grantee Frontier Communications Northwest Inc. and Grantee's Guarantor Frontier Communications Corporation hereby unqualifiedly accept the provisions applicable to them of Resolution No. 2437, passed by the City on the 11<sup>th</sup> of December, 2018, extending the term of the cable franchise granted by the Cities of Fairview, Gresham, Troutdale, and Wood Village which were duly transferred to Frontier Communications Corporation (effective January 5, 2010) ("Franchise/s") to December 31, 2022 and agree, as applicable, to abide by the following terms and conditions:

- a. In all respects and without exception, Grantee and Grantee's Guarantor Frontier Communications Corporation agree and acknowledge that the extension of the term of the Franchise/s will not affect, diminish, impair or supersede the binding nature of the existing valid ordinances, franchises, resolutions and agreements applicable to operation of the cable system, including, but not limited to any existing guarantees, and that during the term of the extension Grantee shall comply with each and every provision of the Franchise/s including all lawful applicable ordinances, orders, contracts, agreements, commitments, side letters, and regulatory actions taken pursuant thereto, as applicable, whether prior or subsequent to the date of the term extension that is the subject of this Acceptance.
- b. Grantee and Grantee's Guarantor Frontier Communications Corporation do not waive and expressly reserve all legal rights they may have under the current Franchise/s and applicable law, and Grantee and Grantee's Guarantor Frontier Communications Corporation specifically acknowledge and expressly accept that the City does not waive and expressly reserves all legal rights and authority in regard to any and all non-compliance under the Franchise/s that may now exist or may later be discovered to have existed during the term of the Franchise/s, whether prior or subsequent to the date of the term extension that is the subject of this Acceptance.

*Signatures and Acknowledgments Follow On Next Page*

**FRONTIER COMMUNICATIONS  
NORTHWEST INC.**

STATE OF \_\_\_\_\_ )  
 ) ss.  
County of \_\_\_\_\_ )

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

This Acceptance was acknowledged before  
me on the \_\_\_\_\_ day of \_\_\_\_\_,  
2018, by

\_\_\_\_\_  
as \_\_\_\_\_,  
a duly authorized officer of Frontier  
Communications Northwest Inc.

Date: \_\_\_\_\_, 2018

\_\_\_\_\_  
Notary Public for \_\_\_\_\_  
My Commission Expires \_\_\_\_\_

**FRONTIER COMMUNICATIONS  
CORPORATION**

STATE OF \_\_\_\_\_ )  
 ) ss.  
County of \_\_\_\_\_ )

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

This Acceptance was acknowledged before  
me on the \_\_\_\_\_ day of \_\_\_\_\_,  
2018, by

\_\_\_\_\_  
as \_\_\_\_\_,  
a duly authorized officer of Frontier  
Communications Corporation

Date: \_\_\_\_\_, 2018

\_\_\_\_\_  
Notary Public for \_\_\_\_\_  
My Commission Expires \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney