



Lane Council of Governments

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January 26, 2006

Robert Schroeter
Comcast Cable
2897 Chad Drive
Eugene, OR 97408

Dear Bob:

Our recent discussions and correspondence concerning the Section 16(2)(f) renewal process under Comcast's current franchise with Lane County and the cities of Eugene and Springfield (the LFAs, Local Franchise Authorities) suggest that Comcast and staff for the cities, the county and the Metropolitan Policy Committee (MPC, acting as the Metropolitan Cable Commission) have not reached agreement on the process. Specifically, it appears that we have not developed a shared understanding about the scope of the inquiry the MPC is to conduct, the meaning of several important provisions of the franchise, and the implications that arise from Comcast's invocation of the Section 16(2)(f) process.

Comcast has requested that the MPC exercise its authority under Section 16(2)(f). If it is to respond as you requested, ultimately the MPC must determine whether Comcast has substantially complied with the material provisions of the franchise. In our view, MPC's analysis must necessarily include resolution of the meaning of the material provisions as well as Comcast's actions under the franchise. If the franchise is to be renewed for an additional ten years, it makes sense to forge an agreement on the meaning of the franchise provisions and to memorialize it. Otherwise, there is a risk that the franchise would be renewed on existing terms, only to be terminated during that renewal period for what the LFAs deem to be noncompliance with its material terms. We think it is preferable to resolve those questions now.

In our early staff discussions, staff for the MPC and the LFAs indicated that one of the material provisions of the franchise where there was a question regarding compliance was Section 16(2)(f) itself. From our perspective, this seemed to arise out of a question of what Section 16(2)(f) meant. Responding to this uncertainty, Comcast wanted MPC's assurance that MPC would not challenge the manner or timeliness of Comcast invocation of the section 16(2)(f) process. At the same time, Comcast has been unwilling to discuss how questions about the meaning of material provisions of the franchise might be resolved in the Section 16(2)(f) process. Candidly, staff is not prepared to recommend the concession Comcast requested when Comcast takes the position that "renewal" as used in section 16(2)(f) means merely an "extension" of the existing franchise, without allowing for discussion about the meaning of franchise terms. Nevertheless, we think it is possible to moot our differences by continuing a dialogue that focuses more on results than limiting the scope of the discussion in advance.

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Section 16(2)(f) of the franchise offers an alternative to the more complex federal process for franchise renewal. It is certainly consistent with that purpose for the MPC to adopt a resolution stating its commitment to continue to explore how the Section 16(2)(f) process could result in a potential franchise renewal. Because, if we are to continue the process that Comcast invoked, it will ultimately lead to a decision by the MPC, we felt that it would help everyone if the MPC were to provide guidance with regard to what they understand to be necessary to conclude the process. Accordingly, at the next MPC meeting, staff will present to the MPC a revised resolution that directs a continuation of discussions with Comcast on franchise renewal. As a courtesy, a draft of that revised resolution is enclosed. We hope that Comcast will find it worthwhile to pursue those discussions.

Very truly yours,



Milo Mecham

Cc: LFA staff