



Comcast Cable
2897 Chad Drive
Eugene, OR 97408

October 21, 2005

CERTIFIED MAIL – RETURN RECEIPT REQUESTED
AND BY PERSONAL DELIVERY

Milo Meacham
Principal Planner
Lane Council of Governments
99 East Broadway, Suite 400
Eugene, OR 97401-3111

Subject: CABLE FRANCHISE EXTENSION.

Dear Mr. Meacham:

We at Comcast appreciate the opportunity to serve the citizens of Eugene, Springfield, and Lane County. It is our credo that *we will be the company to look to first for the communications products and services that connect people to what's important in their lives.* Over the years that Comcast has been a cable provider in the community, we have been privileged to work with dedicated government leaders and staff, and numerous community based non-profit and service organizations. These partnerships combined with our annual Comcast Cares Day efforts provide Comcast employees an opportunity to serve and connect with the communities where we live, beyond simply providing cable service.

As you know, the franchise agreements Eugene, Springfield, and Lane County, provide for an extension of the existing franchise. Specifically, Section 16(2)(f) of each agreement, provides that “[a]nytime between May 1, 2005 and October 31, 2005, upon reasonable demonstration by Grantee to commission that Grantee is in substantial compliance with the material terms of the franchise as it then exists, the commission shall renew the franchise for an additional ten year term commencing July 1, 2008.” Please accept this letter as Comcast’s notification of intention to utilize the extension provisions contained in Section 16(2)(f).

It is our belief based upon a thorough review of the franchises and associated materials that Comcast is in compliance with the material terms of each franchise, as they now exist, and therefore, meets the requirements to extend the existing franchises for an additional ten-year period. For your convenience, we have enclosed a chart indicating all terms of the respective franchise agreements that impose responsibilities upon the grantee and Comcast’s compliance with the same.

While Comcast is optimistic that the process set forth above will result in the extension of the term of the franchise by the MPC neither this letter, nor the commencement of nor participation in this process, are intended to waive or impair any of Comcast's legal rights to effect the processes set forth in Section 626 of the 1984 Cable Act for franchise renewal.

I am pleased to discuss this matter with you, the MPC and/or representatives of the various franchising authorities, or provide any additional information that may reasonably be required in this context. We look forward to meeting with the Commission to conclude this process with the desire to continue our relationship with the residents of Eugene, Springfield, and Lane County, and the community as a whole.

Sincerely,

A handwritten signature in black ink, appearing to read "Robert L. Schroeter". The signature is fluid and cursive, with a large initial "R" and "S".

Robert L. Schroeter
Manager, Government Affairs

Enclosure

cc: Kevin Bell, Senior Director of Government Affairs
Deborah Luppold, Mountain Division Vice President of Government Affairs
Sheila Willard, Senior Vice President of Government Affairs

COMCAST – CITY OF EUGENE, CITY OF SPRINGFIELD & LANE COUNTY.
Section nos. Correlate to the following local enactments: Eugene 1991 Franchise Agreement, Ordinance No. 19975;
Springfield 1991 Franchise Agreement, Ordinance No. 5567; Lane County Ordinance No. 6-91.

Provision	Comcast Compliance
Section 5(2)(a) Basic Service to include programming of local, regional and national interest providing a variety of video programming include the access channel, non-encoded signal without MPC approval.	In compliance.
Section 5(2)(b) Change Notices. Grantee shall provide 30-day notice of rearranging, replacing, removing or offering cable service.	In compliance.
Section 5(2)(d) No requirement that subscribers be required to subscribe to any other service as condition for obtaining basic service.	In compliance.
Section 5(3) Control Devices. Subscribers to premium programming service shall, upon request, be supplied with control devices at reasonable charge to limit viewing of the premium programming service on individual television receivers.	In compliance.
Section 5(4) Service to institutions. Upon request of MPC, the Grantee shall provide single installations of basic service to each fire and police station, public school, City Hall, County Courthouse, and all public libraries in the service area on terms provided in ordinance, except no standard installation fee shall be imposed and no monthly service charge to these locations.	In compliance. Service has been made available to all applicable sites that have requested service.
Section 5(5) Access Facilities and Equipment. Grantee shall provide at its expense & upon reasonable notice the necessary connections between its cable system and the access center, Hult Ctr, UO, LCC, Eugene School D. 4-J, Eugene City Hall, Springfield City Hall and Lane Co. Courthouse to allow the simultaneous live cablecast of programs on access channels.	In compliance. Service has been made available to all applicable sites where an appropriate request has been made.
Section 5(6) Access Channels. Grantee to provide 3 PEG/access channels in basic service tier. Within 120 days of written notice by MPC, Grantee shall provide a 4 th access channel in basic service tier when the other 3 channels meet specific scheduling requirements set forth in the franchise.	Comcast is in compliance to the extent that, and if, such option has been exercised.
Section 5(7) Emergency Use. In the case of any emergency or disaster, Grantee shall upon request, make available its facilities for emergency use during the emergency or disaster period at no cost to the Grantor. The system design will allow viewers on all channels to receive immediate notice of the emergency by way of an emergency override audio, written message, or both.	Comcast is in compliance to the extent that, and if, such option has been exercised.
Section 6(1) Schedule of Rates. Grantee shall make publicly available schedule of rates on annual basis.	In compliance.
Section 6(3) Prohibition of discriminatory or preferential practices.	In compliance.
Section 6(4) Disconnections/Failure to pay. If a subscriber fails to pay monthly subscriber fee within 15 days after it is due, Grantee may cause disconnection of their cable installation after 10 days of prior written notice; however, upon payment in full of the delinquency and reconnection charge, Grantee shall promptly reinstate service.	In compliance.
Section 6(5)(a) Subscriber refunds. If any subscriber terminates for personal reasons Grantee shall refund the prepayments that are for the period(s) beyond the billing month in which service is terminated.	In compliance.
Section 6(5)(b) Subscriber refunds. If a subscriber's cable service is interrupted because of system failure continuous for over 48 hrs, affected subscribers' monthly charges shall be reduced on a prorated basis by crediting subscriber's account, with the reduction calculated per franchise methodology.	In compliance.
Section 7(1) Extension of Service/Service availability and request record. Grantee shall provide cable communications service in designated areas throughout the franchise territory and shall keep a record for at least three years of all requests for service received by Grantee. This record shall be available for inspection by MPC or designee at Comcast's local office during regular office hours.	In compliance.

<p>In compliance.</p>	<p>Section 7(2) Extension of Service/Service to Individual Subscribers from Existing service. <i>Where a subscriber can be served from the Grantee's existing system, without extension of the trunk distribution cable, Grantee shall serve the potential subscriber upon request on the following terms, and conditions: (a) The dwelling unit shall be connected to cable at the standard installation charge if the connection can be made with an aerial drop and doesn't exceed 150 feet. (b) If the aerial connection drop exceeds 150 feet, potential subscriber may be charged the actual cost for the distance exceeding 150 feet plus standard installation charge, and Grantee may request advance payment for the installation. (c) If the requested installation is to be placed underground, the potential subscriber must pay for furnishing open trench, as specified by the Grantee, backfilling and restoring to original conditions and Grantee may request advance payment for such work. (d) The potential subscriber shall arrange for all necessary easements.</i></p>
<p>In compliance. Per agreement dated June 25, 2004, a comprehensive upgrade of the cable system was successfully completed on April 29, 2003, two months ahead of scheduled completion (June 30, 2003).</p>	<p>Section 7(3) <i>Plan for Extension and Reconstruction of the Cable system.</i></p>
<p>In compliance.</p>	<p>Section 7(4) Additional extension of the System. <i>In areas not meeting the requirements for mandatory extension of service, Grantee shall provide, upon request of five or more potential subscribers desiring service, an estimate of costs required to extend service, and the amount that costs exceed what would be the cost of mandatory extension under this section. Grantee shall extend service to any such dwelling units upon advance payment (or assurance of satisfactory payment) of additional cost. Such payments shall be nonrefundable, and in the event the area subsequently reaches the density required for mandatory extension, such payments shall be treated in full or in part as consideration for early extension of service.</i></p>
<p>In compliance.</p>	<p>Section 7(5)(c) Underground extension of system/Activation of Service. <i>Grantee shall promptly provide service upon request at the standard installation rate where the potential subscriber can be served by extension of distribution cable past occupied dwelling units equivalent to a density of 25 dwelling units per quarter mile of cable contiguous to the already-activated system. Such density shall be computed on the basis of dwelling units that can be served on either side of the cable.</i></p>
<p>In compliance.</p>	<p>Section 7(6) Aerial extension of System. <i>In any area where utility lines are permitted above ground, Grantee shall extend its system and provide service upon request pursuant to Section 7(2) herein, where the potential subscriber can be served by extension of distribution cable past occupied dwelling units equivalent to density of 25 dwelling units per quarter mile of cable contiguous to the activated system. Density shall be computed on the basis of dwelling units that can be served on either side of the cable.</i></p>
<p>Comcast is in compliance to the extent that, and if, such option has been exercised and or requests and notice given.</p>	<p>Section 8(1) Compliance with Local Construction standards, Governmental requirements, NESC, FCC Technical guidelines and internal standards. <i>Maintain file with the MPC having current construction and technical standards.</i></p>
<p>In compliance.</p>	<p>Section 8(2) <i>Installation of cable, pedestals and equipment only in streets, public utility easements and private easements and shall maintain in safe & serviceable condition.</i></p>
<p>Comcast is in compliance to the extent that, and if, such option has been exercised.</p>	<p>Section 8(3) Provide MPC with summary or copy of annual proof of performance tests conducted pursuant to FCC standards and requirements. <i>Provide complete copy upon request.</i></p>
<p>In compliance.</p>	<p>Section 9(1) Use of Public ways/Street Openings or Obstructions. <i>Any opening or obstruction in or disturbance of the streets made by the Grantee shall be done in compliance with the standard specifications of the Grantor which relate to any party opening or obstructing in or disturbing of any street and all other applicable Federal, State, and local laws, ordinances, traffic manuals, and regulations. No hard surface pavement shall be cut or street broken by the Grantee w/out first obtaining permit from the Grantor.</i></p>

<p>In compliance.</p>	<p>Section 9(2) Undergrounding and Pole Use. The cable communications system cables, wires, and associated equipment or facilities shall be placed underground in areas of the franchise territory where telephone and electric utility lines are underground. At no time shall the cable system be the only aerial facility. Undergrounding shall be in compliance with local code and in cooperation with Telephone Co. and electric utility in the area. Grantee shall make arrangements with the Telephone Co. or utility bd. to use existing poles where utilities are above ground, and no poles shall be erected by Grantee without prior approval of Grantor. Before placing equipment or facilities underground, or above ground, Grantee shall be responsible to determine whether necessary easements exist, and except as otherwise provided in this ordinance to secure easements, if needed, and to show said easements on construction plan(s).</p>
<p>In compliance.</p>	<p>Section 9(3) Restoration and Repair of Streets. Whenever the Grantee disturbs any of the streets, it shall restore them according to the adopted standard specifications of the Grantor.</p>
<p>In compliance.</p>	<p>Section 9(5) Tree Trimming. Where tree trimming is necessary on public streets for the operation of the lines, wires, cables, and antennas or other appurtenances of the Grantee, the trimmings shall be done by competent employees, agents, or contractors of the Grantee after application for and granting of a written permit by the Grantor, and it shall be done without cost or expense to the Grantor.</p>
<p>In compliance.</p>	<p>Section 9(7) Equipment Maintenance. Keep/maintain all of its poles, fixtures, conduits, wires, and its entire system in a good state of repair and indemnify Grantor from damages arising by reason of Grantee's failure to so maintain the cable communications system.</p>
<p>In compliance.</p>	<p>Section 9(8)(a) Temporary Removal of Facilities. Grantee shall at its expense protect, support, temporarily disconnect, or relocate any of its equipment when required to do so by Grantor by reason of traffic, public safety, street construction and repair, sewer and water installation and repair, power lines, signal lines, and tracks, or any other type of structures or improvements by the Grantor or such duly established utility boards as the EWEB or SUB.</p>
<p>In compliance</p>	<p>Section 9(8)(b) Temporary Removal of Facilities. Grantee shall, within 7 days of written request of any person holding an appropriate permit issued by the Grantor, temporarily raise or lower its lines or other equipment to permit the moving of any building or other structure, machinery, or object, and the actual expense of the same shall be paid by the person making the request upon requirements being met and sufficient security provided.</p>
<p>In compliance</p>	<p>Section 9(8)(c) Compliance with legal standards. All installations, rearrangements, removals, and lowering or raising of aerial cables or wiring or other apparatus shall be done in conformance with the requirements of the NES, State law, and Local ordinances.</p>
<p>Comcast is in compliance. E-files of maps for local areas are provided upon request to the respective grantor for construction, maintenance, public works, emergency service, and other associated purposes.</p>	<p>Section 9(9) Maps and Records. The Grantee shall file with the Grantor a system "as-built" map drawn to accurate scale, and shall amend the map annually or as often as necessary to keep the Grantor informed as to the location of all facilities installed in the franchise territory. The map shall clearly indicate the location of trunks, distribution of lines, and amplifiers within the public ROW's. Location of subscriber service drops in a specified area shall be provided as set forth in the franchise.</p>
<p>In compliance.</p>	<p>Section 10(1) Payment to Grantor - Franchise Fee. Grantee shall pay to the Grantor an annual amount equal to five percent (5%) of Grantee's gross annual revenues as defined in Sec. 3 herein.</p>
<p>In compliance.</p>	<p>Section 10(2) Payment Schedule. Franchise fee payments shall be computed quarterly, for the preceding quarter, as of March 31, June 30, September 30, and December 31. Each quarterly payment shall be due and payable not later than 60 days after the quarterly computation dates.</p>
<p>In compliance.</p>	<p>Section 10(3) Late Penalty. The Grantee shall furnish to Grantor, with each franchise fee payment a written statement under oath, executed by an authorized agent of Grantee, showing amount of gross annual revenues of Grantee within the franchise area for the period covered by the payment. The compensation for the period covered shall be computed on the basis of the gross annual revenues reported. Late fee/penalty of an additional 10% plus interest of 1% per month on the amount of fee due and unpaid from the date due until it is paid with late penalty.</p>

Section 10(4) Verification of Amount Due. All amounts paid shall be subject to audit and recomputation by Grantor and all records required to conduct such an audit shall be made available to grantor.	Comcast is in compliance to the extent that, and if, such option has been exercised.
Section 10(5) PEG Capital contribution. Grantee shall pay to MPC a minimum of \$25,000 per year up to a maximum of \$50,000 to support PEG capital operations, upon MPC request.	In compliance. Comcast annually pays the maximum of \$50,000.
Section 11 (1) Performance Bond and Liability Insurance. Grantee shall file with Grantor and shall thereafter, annually, during the entire term of the franchise, maintain in full force and effect a corporate surety bond or other adequate surety agreement in amounts and terms specified in the franchise.	In compliance.
Section 11(2) Proof of Performance Bond. Grantee shall file proof of performance bond as specified in the franchise agreement.	Comcast is in compliance. To the extent that, and if, such request has been made.
Section 11(5) - (7) Insurance & Workers Compensation Coverage. Grantee shall provide proof of certificate of insurance/workers compensation coverage with appropriate limits as specified in the franchise agreement, upon request of MPC.	In compliance.
Section 12(1) Responsibilities to Public/Repair. Any damage caused to the property of building owners or users or any other person by the Grantee shall be repaired fully and promptly by the Grantee.	In compliance.
Section 12(2) Responsibilities to Public/Removal of Facilities Upon Request. Upon termination of services to any subscriber, the Grantee shall remove promptly all its above ground external facilities and equipment from the premises of the subscriber at the owner's written request.	Comcast is in compliance to the extent that, and if, such option has been exercised.
Section 12(3)(a) Complaint Procedures & Inquiries. Grantee shall keep offices in Eugene & Springfield, open during usual business hours with telephone listed in telephone directory in the franchise territory, and operated so that complaints and requests for repairs or adjustments may be received at any time, day or night, seven days a week. The phone no. & address of the office shall be furnished to each subscriber.	In compliance. Complaints received by Comcast from Eugene, Springfield, MPC and Lane County, combined, has averaged less than one per month in 2005.
Section 12(3)(b) Complaint Procedures and Inquiries. Grantee shall equip and staff to assure that subscribers calling don't encounter, on average, unreasonably high percentages of busy signals or unreasonably long hold times before reaching a customer service rep. If MPC feels busy times or average hold times over 3-6 month period has been unreasonable, MPC will notify Grantee. Grantee will have an opportunity to meet with MPC to outline corrective measures it will take or explain why busy times or hold times have not been unreasonable. If MPC feels that service is unreasonable and unacceptable, MPC and Grantee shall meet and establish standards and procedures for monitoring said standards.	Comcast is in compliance to the extent that, and if, such option has been exercised.
Section 12(3)(c) Complaint Procedures and Inquiries. Except as provided in 12(3)(d), original records including service records pertaining to complaints received by the Grantee, and of office procedures followed to satisfy those complaints, shall be maintained by the Grantee for a period of not less than 3 years in Lane Co., OR, and made available for inspection by MPC on reasonable notice to the Grantee. This record shall be considered by the MPC in evaluating Grantee's system.	In compliance. Comcast provides MPC with an up-to-date version of its dispute resolution policies on a regular basis.
Section 12(3)(d) Complaint Procedures and Inquiries. Grantee may annually summarize complaints received regarding programming and then destroy complaint originals if it files a written copy of the summary with the MPC.	In compliance.
Section 12(4) Maintenance of Service. Grantee shall maintain a repair and troubleshooting force capable of responding to subscriber complaints within 2 working days after receipt of a complaint, except for circumstances beyond the reasonable control of Grantee. No charge shall be made to subscriber for maintenance of Grantee's system, unless subscriber has negligently or intentionally caused the damage.	In compliance.
Section 12(4)(b) Maintenance of Service. Grantee shall keep, and maintain all parts of the cable communications system in good condition throughout the entire period of this permit.	In compliance.
Section 12(4)(c) Maintenance of Service. The Grantee shall render efficient service, make repairs promptly, and interrupt service only for good cause and for the shortest time possible. Such interruptions, insofar as possible, shall be preceded by notice and shall occur during periods of minimum use of system.	In compliance.

<p>Section 12(5) Monitoring and Cable Tapping Prevention. Grantee shall not monitor or tap any subscriber terminals unless such procedures are authorized by federal or-state law, or unless prior written authorization from the subscribers affected is first obtained.</p>	<p>In compliance.</p>
<p>Section 12(6) Subscriber Privacy. Except as provided otherwise in Section 631 of the Federal Act and this Ordinance, without the consent of the subscriber Grantee shall not sell, or otherwise make available a subscriber's name or address, or any list which identifies a subscriber's viewing habits by name or address, to any person, agency, or entity.</p>	<p>Comcast's privacy policies comply with applicable federal and state law requirements.</p>
<p>Section 12 (8) Equal Employment Requirements. Grantee shall adhere strictly to the equal employment opportunity requirements of Federal Law and FCC regulations. Grantee shall comply at all times with all other valid and applicable Federal, State, City and County laws relating to nondiscrimination.</p>	<p>In compliance.</p>
<p>Section 13 (1) Annual Reports to Grantors. Annually, within 150 days after close of fiscal year for which the financial records of the Grantee are maintained, Grantee shall file with MPC the following reports: (a) Total number of subscribers at end of the fiscal year; (b) Number of subscribers added during the year; (c) Number of subscribers lost during the year; (d) Number of miles of cable added to the system during the year; (e) Number of miles of cable equipment rebuilt or replaced during the year; (f) Summary of other additions to the system in terms of increased channel capacity or technological improvements made during the year; (g) Outline of plans for expansion and improvement of the system in the next fiscal year; (h) The financial status of the system, using format agreed upon, or set by FCC. Financial information to include those reports which MPC reasonably determines are necessary for franchise administration and reflect the operation of the Eugene/Springfield/Lane Co. cable communications system; (i) An annual report prepared by an independent CPA substantiating the franchise fee as paid by Grantor for the previous year. An authorized agent of the corp. and an accountant who participated in its preparation or review shall sign each report.</p>	<p>In compliance.</p>
<p>Section 13(2) Copies of Reports. Copies of all petitions, applications, and communications submitted by Grantee to the FCC or any other Federal or State regulator, commission, or agency having jurisdiction in respect to any matters relating specifically to operation of cable communications system authorized by the franchise and having a significant impact thereon shall be submitted to MPC or Grantor upon request.</p>	<p>Comcast is in compliance to the extent that, and if, such option has been exercised.</p>
<p>Section 13(3) Cost of Reports. The cost of preparing and furnishing to the MPC the records and reports required by this section shall be borne by the Grantee.</p>	<p>Comcast is in compliance to the extent that, and if, such option has been exercised.</p>
<p>Section 13(4) Documentation. Documentation for the financial report required by Subsection (10)(h) above shall be made available for inspection without delay and at Grantee's expense.</p>	<p>Comcast is in compliance to the extent that, and if, such option has been exercised.</p>
<p>Section 17(1)(a) - (b) Change of Ownership/Transfers and Assignments. No franchise transfer or assignment without the prior written consent of the Grantor. Grantor shall be deemed to have consented to a proposed transfer or assignment in the event its refusal to consent is not communicated in writing to Grantee within 60 days following receipt of written notice of the proposed transfer or assignment.</p>	<p>In compliance. Eugene, Springfield and Lane County have all approved transfers of ownership (1998 & 2002) by action and/or operation of federal law.</p>
<p>Section 24. Notice. Notices shall be delivered to individual cities and to the MPC.</p>	<p>In compliance.</p>