



January 12, 2016

Filing Center
Public Utility Commission of Oregon
201 High Street SE, Suite 100
Salem, Oregon 97301-3612

**Re: OAR 860-200, Qualified Project Determination Application
Comcast Corporation & Subsidiaries**

Dear Commission Staff:

Enclosed please find the Qualified Project Determination Application (the "Application") of Comcast Corporation & Subsidiaries (collectively "Comcast"), which we are submitting pursuant to Oregon Laws 2015, Chapter 23 and OAR 860-200-0100. Also enclosed is a check (No. 210039612) in the amount of \$50,000, made payable to the Public Utility Commission of Oregon, which covers the application fee required by Section 5(3)(b)(B) of Chapter 23, Oregon Laws 2015 and OAR 860-200-0100. In accordance with OAR 860-200-0100(2)(C), and as evidenced in the enclosed certificate of service, we are contemporaneously overnighting a copy of this letter and the enclosed Application to the Valuation Section, Property Tax Division, of the Oregon Department of Revenue.

The enclosed Application is comprised of an "Application Cover Sheet, Section 5 Chapter 23 OL 2015 Application, OAR 860-200-0100," along with all of the documents and information required by OAR 860-200-100 through 860-200-0150. Portions of the Application are confidential and protected from public disclosure under federal and/or state law, including, but not limited to, ORS 192.502(8) and 192.501(2). For this reason, we have enclosed two separately bound sets of documents:

- The first bound set of documents is an unredacted copy of the Application in which all confidential information has been identified as such and printed on yellow paper pursuant to OAR 860-001-0070.
- The second bound set of documents is a copy of the Application in which all confidential information has been redacted.

Please note that the numbered tabs in the bound sets generally correspond to the appropriate section of OAR 860-200-0150. We have enclosed two flash drives, the first of which contains an electronic, unredacted copy of the Application, and the second of which contains an electronic, redacted copy of the Application.

We also wanted to take this opportunity to provide additional information in support of the Application. Comcast provides video, high-speed data and phone services in thirty-nine states, including Oregon. Comcast provides communication services in ten Oregon counties: Benton, Clackamas, Columbia, Lane, Linn, Marion, Multnomah, Polk, Washington and Yamhill. Comcast offers “Gigabit Pro,” a tier of internet access service delivering download and upload speeds of up to two gigabits per second symmetrical in a number of markets in twenty-seven states, including California, Florida, Illinois, New York, Texas and Washington. Comcast began offering Gigabit Pro in and around Beaverton, Corvallis, Damascus, Eugene, Forest Grove, Gladstone, Gresham, Happy Valley, Hillsboro, Junction City, Lake Oswego, McMinnville, Milwaukie, Oregon City, Portland, Salem, Tigard, West Linn and Wilsonville prior to December 31, 2015.

Turning to the Application itself, OAR 860-200-0150(3) requires every applicant to submit a written commitment “that when its network depends in part or wholly on a third party to provide the qualified service, the applicant will use commercially reasonable practices to ensure that the use of any third party will not impede the performance of the project’s infrastructure in providing the applicant’s qualified service.” Comcast’s written commitment is enclosed behind Tab 3 in each bound set of documents; however, it should be noted that Comcast has network plant in all of its Oregon franchise areas and, as such, does not depend “wholly” on third parties to provide Gigabit Pro.

Section 5(2)(b) of Chapter 23, Oregon Laws 2015 provides that to qualify for the treatment specified in Section 5(5) of Chapter 23, Oregon Laws 2015, an applicant cannot “deny access to the communication services to any group of residential customers because of the income level of the residential customers in the local service area in which the residential customers reside.” In order to provide communication services in Oregon, Comcast is required to enter into a franchise agreement with the local franchising authority of each franchise area it serves. Each franchise agreement establishes the obligations Comcast must meet in order to operate (and continue operating) a cable system in the franchise area.

Most, if not all, of Comcast’s franchise agreements with Oregon franchising authorities contain anti-discrimination provisions. For example, Comcast’s franchise agreement with the City of Portland provides, in relevant part:

8.1 Non-Discriminatory Rates and Charges. Grantee shall provide Cable Services to all Subscribers in the Franchise Area under non-discriminatory rates and reasonable terms and conditions. Grantee shall not arbitrarily refuse to provide Cable Services to any Person within the Franchise Area, in accordance with Section 10.6.

....

10.6 Rate Discrimination. All Grantee Residential Subscriber rates and charges shall be published and non-discriminatory as to all Persons and organizations of similar classes, under similar circumstances and conditions. Grantee shall establish similar rates and charges for all

Residential Subscribers receiving similar services, regardless of race, color, religion, age, sex, marital or *economic status*, national origin, sexual orientation, physical or mental disability, *income of the residents*, or geographic location within the Grantee's Franchise Area.

....

10.10 Discriminatory Practices. Grantee shall not deny Cable Service, or otherwise discriminate against Subscribers, Programmers or any other Persons on the basis of race, color, religion, age, sex, national origin, sexual orientation or physical or mental disability. Grantee shall comply at all times with all other applicable federal, state or local laws, rules and regulations relating to non-discrimination.

City of Portland, Or., Ordinance No. 185112 §§ 8.1, 10.6, 10.10 (emphasis added) (granting franchise to Comcast of Oregon II, Inc.).

Comcast complies with anti-discrimination requirements like those above with respect to its cable services and, as a matter of practice, follows the same requirements with respect to its high-speed data services. Accordingly, Comcast does not deny access to Gigabit Pro (or any other communication services) to any group of residential customers based on the income level of the residential customers in the local service area in which the residential customers reside.

* * * * *

Thank you in advance for your consideration of Comcast's Application. If you have any questions or require additional information, please do not hesitate to contact me. The best way to reach me is by e-mail at pamela_willmoth@comcast.com.

Sincerely,



Pamela Willmoth

Enclosures

cc: Valuation Section, Property Tax Division, Oregon Department of Revenue

Application Cover Sheet
Section 5 Chapter 23 OL 2015 Application
OAR 860-200-0100

INSTRUCTIONS: Complete every section of this application. Attach required documents to complete the application. You will be notified when the Commission receives your application, and again when the Commission has made a determination on the application.

1. LEGAL NAME OF APPLICANT:

As registered with the Oregon Secretary of State

Applicant's address:

2. FILING TYPE: Is this an Original submission? _____ OR Amended submission? _____

Is there a separate communication for protected material? _____

3. NAME AND ADDRESS OF PERSONS TO CONTACT FOR INFORMATION REGARDING THIS APPLICATION:

Applicant's Representative:

Name:

Address:

Phone number:

Email address:

Individual authorized to answer technical questions related to the application if different than the representative:

Name:

Address:

Phone number:

Email address:

4. DOCUMENTS INCLUDED IN THIS FILING: [refer to OAR 860-200-0100 through 860-200-0150 for all specific data required with an original application] Please check items below.

- _____ Application Fee - \$50,000.00
- _____ Confirmation that a copy of the application was sent to the Oregon Department of Revenue
- _____ Contact information for technical questions relating to PUC determination that the project is qualified
- _____ Certification from company-authorized representative that project meets all requirements for a qualified project
- _____ Written commitment regarding use of third-parties
- _____ Maps of project service area depicting county and city names and boundaries for both,
_____ Paper and _____ Electronic
- _____ City and county contact information where project is or will be located
- _____ List of census blocks served or planned to be served by the project and associated census block household data (Excel-readable format.)
- _____ Number of applicant's residential broadband customers, existing and planned
- _____ Applicant's most recently filed FCC Form 477 Part 1A and Part 6
- _____ A description of the applicant's project sufficient to make a determination

Addendum to Application Cover Sheet, Paragraph 1

**Comcast subsidiaries registered with the Oregon Secretary of State as of January 12, 2016,
per Oregon Secretary of State, Corporation Division, Business Name Search*

#	Entity Name	Registry Number	Entity Type	Entity Status
1	Comcast ABB Network Solutions, Inc.	606073-80	FBC	ACT
2	Comcast ABB of Payette, Inc.	069868-89	DBC	ACT
3	Comcast Broadband Security, LLC	685057-92	FLLC	ACT
4	Comcast Business Class Security, LLC	866203-91	FLLC	ACT
5	Comcast Business Communications, LLC	337118-96	FLLC	ACT
6	Comcast Business Premise Management	929787-91	ABN	ACT
7	Comcast Business SmartOffice	929787-91	ABN	ACT
8	Comcast Cable Communications Management, LLC	812928-99	FLLC	ACT
9	Comcast Commercial Services, LLC	331728-91	FLLC	ACT
10	Comcast Enterprise Services, LLC	1162450-93	FLLC	ACT
11	Comcast IP Phone, LLC	1171796-97	FLLC	ACT
12	Comcast IP Phone II, LLC	328346-99	FLLC	ACT
13	Comcast IP Phone of Oregon, LLC	568006-92	FLLC	ACT
14	Comcast MVNO II, LLC	610473-96	FLLC	ACT
15	Comcast of California/Colorado/Florida/Oregon, Inc.	556737-85	FBC	ACT
16	Comcast of Illinois/Ohio/Oregon, LLC	019158-91	FLLC	ACT
17	Comcast of Montana III, Inc.	070058-12	DBC	ACT
18	Comcast of Novato, Inc.	167852-14	DBC	ACT
19	Comcast of Oregon I, Inc.	073609-10	DBC	ACT
20	Comcast of Oregon II, Inc.	058141-16	DBC	ACT
21	Comcast of Southern California, Inc.	167854-12	DBC	ACT
22	Comcast of Washington/Oregon SMATV I, LLC	180139-95	FLLC	ACT
23	Comcast of Washington/Oregon SMATV II, LLC	180141-91	FLLC	ACT
24	Comcast Phone of Oregon, LLC	017153-90	FLLC	ACT
25	Comcast Phone, LLC	122955-98	FLLC	ACT

Comcast Corporation & Subsidiaries
Application for Qualified Project Determination

#	Entity Name	Registry Number	Entity Type	Entity Status
26	Comcast Shared Services, LLC	891366-92	FLLC	ACT
27	Comcast SportsNet Northwest, LLC	428486-97	FLLC	ACT
28	Comcast Spotlight, LP	944620-91	FLP	ACT

STATE OF OREGON)
) ss:
COUNTY OF MULTNOMAH)


CERTIFICATION PURSUANT TO OAR 860-200-0150(2)

Before me, the undersigned notary public, this day, personally appeared Pamela Willmoth to me known, who being duly sworn according to law, deposes the following:

I, Pamela Willmoth, Senior Director, Property Tax, for Comcast Corporation, certify that Comcast Corporation & Subsidiaries' project, as described and set forth in the Application accompanying this Certification, meets the requirements for a qualified project set forth in Oregon Laws 2015, chapter 23, section 5, subsection (2) as amended by Oregon Laws 2015, chapter 31, section 7.

I hereby declare that the above statement is true to the best of my knowledge and belief, and that I understand it may be used for any purpose allowed under Oregon law, including as evidence in court, and is subject to penalty for perjury.

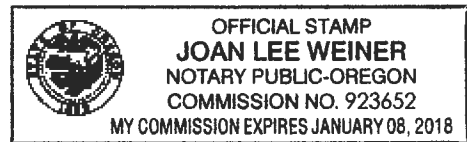
Dated: 1-8-16


Pamela Willmoth

Subscribed and sworn to before me this 8th day of January, 2016.


Notary Public, State of Oregon

My commission expires: 1/8/2018




Comcast Corporation & Subsidiaries
Application for Qualified Project Determination

WRITTEN COMMITMENT PURSUANT TO OAR 860-200-0150(3)

We affirm that when our network depends in part or wholly on a third party to provide the qualified service, we will use commercially reasonable practices to ensure that the use of any third party will not impede the performance of the project's infrastructure in providing the qualified service.

Dated: 1-8-16



Pamela Willmoth
Comcast Corporation & Subsidiaries

INFORMATION REQUESTED PURSUANT TO OAR 860-200-0150(4)

A paper map and an electronic version with GIS-compatible map layers of the area served or to be served by the project's infrastructure depicting: (a) County labels and boundaries; and (b) City labels and boundaries.

For a large-scale paper map, please refer to the large “Confidential” map submitted with Comcast’s application. For a small-scale paper map, please refer to Tab A.

For an electronic map with GIS-compatible map layers, please refer to Tab B.

INFORMATION REQUESTED PURSUANT TO OAR 860-200-0150(5)

A list of Oregon municipalities and counties where the applicant's project is or will be located, including the name and contact information for the representative of each such municipality and county that the applicant understands is most knowledgeable with respect to applicant's project.

Please refer to Tab A.

Please refer to Tab 5A of the “Confidential” set of bound documents and the PDF file “LFA_Notice_Contact_Master_List_CONFIDENTIAL” on the “Confidential” flash drive submitted with Comcast’s application.

INFORMATION REQUESTED PURSUANT TO OAR 860-200-0150(6)

For an applicant that is operating the project described in its application at the time of the application, a list, in Excel-readable spreadsheet format, of the census blocks served by the project, and for each census block: (a) The number of occupied households (using the most current available U.S. Census statistics); (b) The number of those occupied households with access to the applicant's communication services which will be enabled by the project, as described in the application; and (c) The associated county.

Please refer to Tabs A and B.

Please refer to Tab 6A of the “Confidential” set of bound documents and the Excel file “CensusPopnComcastServAreaClipBuffer 1750Clip_CONFIDENTIAL” located on the “Confidential” flash drive submitted with Comcast’s application.

Please refer to Tab 6B of the “Confidential” set of bound documents and the Excel file “CensusPopnComcastServAreaClip_CONFIDENTIAL” located on the “Confidential” flash drive submitted with Comcast’s application.

INFORMATION REQUESTED PURSUANT TO OAR 860-200-0150(7)

For the applicant that is not operating the project described in its application at the time of the application, a list, in an Excel-readable spreadsheet format, of the census blocks planned to be served by the project, and for each census block: (a) The number of occupied households (using the most current available U.S. Census statistics); (b) The number of those occupied households with planned access to the communication services which will be enabled by the project, as described in the application; and (c) The associated county.

Not applicable.

INFORMATION REQUESTED PURSUANT TO OAR 860-200-0150(8)

For an applicant that is providing broadband service to residential customers in Oregon at the time of the application, the number of the applicant's existing residential broadband customers in Oregon and the number of those residential broadband customers with access to the applicant's qualified service and the number of those residential broadband customers with planned access to the qualified service.

The number of Comcast's existing residential broadband customers in Oregon is [* * CONFIDENTIAL - REDACTED * *], as reflected in Comcast's response to OAR 860-200-0150(9).

Of the customers referenced in the preceding paragraph, the number of those customers with access to Comcast's qualified service is [* * CONFIDENTIAL - REDACTED * *], or [* * CONFIDENTIAL - REDACTED * *] percent.

The request for "the number of residential broadband customers with planned access to the qualified service" is inapplicable.

INFORMATION REQUESTED PURSUANT TO OAR 860-200-0150(9)

An electronic version, in Excel-readable spreadsheet format, of the FCC Form 477 Part 1A and Part 6, most recently filed, if any, with the Federal Communications Commission by the applicant, listing only Oregon-specific data. Information identified as confidential in the applicant's filing with the Federal Communications Commission must be identified as confidential pursuant with OAR 860-001-0070.

Please refer to Tab A.

Please refer to Tab 9A of the “Confidential” set of bound documents and the Excel file “OR_Broadband_Subscription_CONFIDENTIAL” located on the “Confidential” flash drive submitted with Comcast’s application.

INFORMATION REQUESTED PURSUANT TO OAR 860-200-0150(10)

A description of the project. The applicant must provide information regarding the project sufficient to allow the Commission to make a determination as to whether the project is capable of providing the qualified service. Subsections (a) through (d) of this section are non-exclusive examples of acceptable information that may be provided. The applicant may make a showing under only one method.

(a) For a project that the applicant is operating at the time of application: A description of the project's infrastructure that enables the applicant to offer the qualified service, a provision for physical observation of key network elements by Commission staff and speed test data of a statistically significant number of customers who receive service that provides, at least, approximately one gigabit per second symmetrical service. The project's infrastructure description must specifically identify:

(A) The transport medium and basic technology or technologies utilized;

(B) A drawing of the infrastructure topology;

(C) The technical specifications of the network's key infrastructure and equipment directly affecting network capacity including, but not limited to, routers, switches, hubs, and other integral active or passive electronics and transport medium including, but not limited to, fiber;

(D) The capacity provided at the applicant's internet traffic aggregation points; e.g., the engineered throughput ratio of switch or router equipment used at aggregation points;

(E) The tier designation of the applicant's internet backbone provider; and

(F) A copy of a customer service agreement for Oregon customers who receive service that provides, at least, approximately one gigabit per second symmetrical service.

Please refer to Tabs A, B, C, D and E.

Please refer to Tab 10A of the “Confidential” set of bound documents and the PDF file “Description_of_Comcast_s_Gigabit_Pro_CONFIDENTIAL” on the “Confidential” flash drive submitted with Comcast’s application.

Please refer to Tab 10B of the “Confidential” set of bound documents and the PDF file “Gigabit_Pro_Schematic_CONFIDENTIAL” on the “Confidential” flash drive submitted with Comcast’s application.

Please refer to Tab 10C of the “Confidential” set of bound documents and the PDF file “High-Level_Description_of_Qualifying_Network_CONFIDENTIAL” on the “Confidential” flash drive submitted with Comcast’s application.

xfinity®

xfinity

Experience fast like never before

XFINITY® Gigabit Internet Pricing and Plans

Frequently Asked Questions about Gigabit Pro



What is Gigabit Pro?

Gigabit Pro is a new Internet tier from XFINITY delivering download and upload speeds of up to 2 gigabits per second.

Who can get it?

Customers must generally live within a third of a mile of our fiber network in the cities where Gigabit Pro is offered.

Is it available as a bundle with other services like XFINITY TV?

No. At this time it is not available as a part of a bundle with our other XFINITY products. However, customers can add other XFINITY TV, Voice or Home services separately.

Does it come with a self-install kit?

No. Gigabit Pro utilizes the latest fiber-to-the-home Internet technology to deliver up to 2 gig speeds to customers' homes. We want to ensure that customers receive the best possible experience, so trained professionals will install it.

Will this be a symmetrical 2 Gbps service?

Yes it will be symmetrical: Up to 2 gig download and up to 2 gig upload speeds.

Is this service available for business customers?

Gigabit Pro is only available for residential use. However, we provide a full suite of fast, reliable and secure connectivity options to business customers through [Comcast Business including MetroEthernet speeds of up to 10 Gigabits per second](#).

{OrderDate}

{CustomerFirstName} {CustomerLastName}
{CustomerBillingAddressStreet}
{CustomerBillingAddressLine2}
{CustomerBillingAddressCity}, {CustomerBillingAddressState}
{CustomerBillingAddressZip}

Account Number: {Account_Number}

Dear {CustomerFirstName} {CustomerLastName}

Thank you for requesting the following offer ("Offer"):

Offer:

XFINITY Gigabit Pro Internet Service ("Service") for 24 months at Comcast's
Regular rate, currently \$299.95 per month (pricing subject to change)

The Offer you selected requires a minimum term agreement and is subject to an early termination fee. A copy of the agreement will either be mailed or emailed depending on whether you have provided this to Comcast. If you had expected to receive this agreement via email, we apologize, but we were unable to deliver it through that method. Once you receive this letter via mail, no further action is required to accept the terms of this offer.

You have the option to cancel the agreement within 30 days of the date the services under the Offer are installed / activated. If you wish to cancel the agreement, you must contact Comcast by calling 1-800-XFINITY. If you do not cancel the agreement within the 30 day period, the terms of the agreement provided will automatically apply.

A copy of this agreement will be available, after your installation/activation, at www.xfinity.com. Once registered, click on My Account > Sign In> Billing & Payment. This agreement will be posted on the right side along with other Terms associated with Comcast.com.

Please feel free to contact us with any questions you may have by calling 1-800-XFINITY.

Thank you.

COMCAST

{OrderDate}

{CustomerServiceAddressStreet}
{CustomerServiceAddressLine2}
{CustomerServiceAddressCity}, {CustomerServiceAddressState}
{CustomerServiceAddressZip}

Account Number: {Account_Number}

Offer:

XFINITY Gigabit Pro Internet Service ("Service") for 24 months at Comcast's Regular rate, currently \$299.95 per month (pricing subject to change)

24 MONTH TERM CUSTOMER AGREEMENT

Dear {CustomerFirstName} {CustomerLastName},

Thank you for choosing Comcast!

A description of the Offer ("Offer") you have ordered is set forth above. The Offer is subject to the terms and conditions of this agreement ("Agreement"), including the minimum term and early termination provisions under Section 5 below, and Comcast's standard terms and conditions of service.

Term and Conditions

If you cancel this Agreement within 30 days of the date of Service installation/activation, you will be responsible for the prorated charges for Service up to the date the Agreement is cancelled, installation fee, currently \$500.00 for standard installation (non-standard installation charges are additional) and activation fee (currently \$500.00) (pricing subject to change). If you do not cancel this Agreement within 30 days of the date of Service installation/activation, as applicable, you will be billed for the Services at the rates specified under the Offer. If you wish to cancel this Agreement, you must call Comcast at 1-800-XFINITY. Upon cancellation you are required to return all equipment provided by Comcast.

If you cancel this Agreement within THIRTY (30) DAYS of the date Services are installed / activated, as applicable, the early termination fee specified in Section 5 shall not apply. The 30 day period referenced above begins on the date of installation.

The customer receiving this Offer named above ("you" or "your") will receive the Services under the Offer for the first 24 MONTHS from the date the Service is activated / installed, at the price specified above plus applicable taxes, activation, installation, and other fees such charges and fees subject to change during and after the term of this agreement. YOU AGREE THAT PRICING IS SUBJECT TO CHANGE DURING THE 24 MONTH OF SERVICE UNDER THIS AGREEMENT. You agree to maintain the Service for 24 MONTHS with your account in good standing. Comcast is not responsible for lost or misdirected agreements.

YOU AGREE THAT IF ANY SERVICE COMPRISING THE OFFER IS CANCELLED, DOWNGRADED OR DISCONNECTED FOR ANY REASON DURING THE 24 MONTH PERIOD AN EARLY TERMINATION FEE OF UP TO \$1,150.00 SHALL APPLY. DURING THE TERM OF THE AGREEMENT, THE EARLY TERMINATION FEE WILL BE REDUCED BY \$50.00 EVERY MONTH, BEGINNING WITH THE SECOND MONTH AFTER SERVICE ACTIVATION/INSTALLATION. IN ADDITION, IF SERVICE IS DOWNGRADED, COMCAST'S APPLICABLE CHARGES FOR SERVICE AND EQUIPMENT WITHOUT A 24 MONTH AGREEMENT WILL APPLY TO ANY REMAINING SERVICES. YOU ALSO AGREE THAT FOLLOWING THE 24 MONTH PERIOD, COMCAST'S APPLICABLE CHARGES FOR SERVICES AND EQUIPMENT WITHOUT A 24 MONTH TERM AGREEMENT SHALL APPLY UNLESS SERVICE IS CANCELLED BY CALLING 1-(800)-XFINITY.

If during the term of this Agreement you cancel Service because you move your residence to a location within a Comcast serviceable area and you reconnect to comparable Services offered by Comcast (as determined by Comcast), within 30 days of disconnection, the amount of the early termination fee will be credited upon proof of installation. If Comcast does not offer comparable Services and you activate XFINITY Internet service within 30 days of your Service

disconnection, the amount of the early termination fee will be credited upon proof of installation. To receive the credit, you must contact Comcast by calling, 1-855-487-0252 within forty-five (45) days of Service disconnection.

Services under the Offer are for one outlet (except as may be specified under the above Offer). Comcast's applicable charges for installation, equipment, and other services not specifically included in the Offer described above (including without limitation, pay per view, and other non-recurring charges) are additional. The provisions of this Agreement supplement the terms and conditions of the Comcast agreement for residential services for Cable, High Speed Internet and Digital Voice services (as amended in accordance with its terms).

Comcast may rearrange, delete, add to or otherwise change programming or features or offerings contained in the Services.

Customer acknowledges that he or she has been provided with the minimum system requirements necessary for use of the service which are available at <http://customer.comcast.com/help-and-support/internet/requirements-to-run-xfinity-internet-service>.

Again, thank you for choosing Comcast. Please call us if you have any questions.

Sincerely,

Comcast Customer Service

SP_I_GigPro_\$299.95x24_Q215_2Y

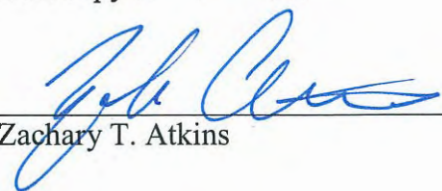
CERTIFICATE OF SERVICE

I HEREBY CERTIFY that I served Comcast Corporation & Subsidiaries' Application for Qualified Project Determination on the following:

Valuation Section
Property Tax Division
Oregon Department of Revenue
P.O. Box 14600
Salem, Oregon 97309-5075

by sending via overnight delivery a complete and correct copy to the address set forth above.

Dated: 1-12-16



Zachary T. Atkins