COMCAST

DATE: June 21, 2022

TO: Anne Davies, Lane Council of Governments

FROM: Tim Goodman, Senior Director, Government & Regulatory Affairs

RE: Response - Competitive Equity Language/Springfield Store

Springfield Store Issue:

Comcast made the business decision to close its Springfield retail store in the Fall of 2011 and communicated with the City of Springfield the reasons for the closure. The City responded with a letter (see attached) wherein it was disappointed with Comcast's decision but felt the Eugene retail store would provide adequate services to Springfield residents and was "unable to determine the store's closure was inconsistent with the terms of the current franchise.

To be clear, Comcast will not be paying any additional compensation to the City of Springfield for the removal of language from the current franchise agreement. As a private business, Comcast should not be required to maintain a store in any jurisdiction or pay any type of fee or have to obtain the permission of a government entity to make such a business decision. Give our position on this issue, Comcast is acceptable to the following language in all three franchises managed by LCOGS – language similar to that in franchises such as Portland, MACC, and Vancouver:

The Grantee shall maintain an office within the City of Eugene/City of Springfield/Lane County. The office must be adequately staffed and able to respond to subscribers and the public not less than fifty (50) hours per week, with a minimum of nine (9) hours per day on weekdays and five (5) hours on Saturdays. Grantee shall have the option to substitute the office requirement by providing for pick up or drop off of equipment free of charge in anyone of the following manners: (a) by having Grantee representative going to the customer's residence, (b) by using a mailer, or (c) by establishing or using a local business office in the City of Eugene/City of Springfield/Lane County.

Competitive Equity:

As I explained to you during our last call around the subject of competitive equity, this language is contained in every franchise Comcast has, with very slight deviations from jurisdiction to jurisdiction. All the Cities or County have to do is provide Comcast with a copy of any new video franchises it approves and we can determine whether or not this is a huge advantage give to the new entrant entering the market. As I explained, we went through this when obtaining a franchise with the City of Woodburn, where we were required to agree to items in our franchise agreement that were similar or equal to those requirements of the incumbent provider.

The Woodburn determination did not require the involvement of any court, as the City handled this by telling the new entrant (In this case Comcast) they must agree to a franchise that contained the same or similar requirements that kept the two agreements materially the same – thus keeping the two providers on the same level playing field. In conclusion, this has been a very rate occurrence, as cable providers have been reluctant to overbuild other cable providers, but the industry is starting to see more and more of this in this ever-changing market. In fact, we have close to twenty (20) of these competitive situations in our market today.

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