

**Before the
FEDERAL COMMUNICATIONS COMMISSION
Washington, D.C. 20554**

COMCAST OF INDIANAPOLIS, L.P.

Complainant,

v.

DUKE ENERGY INDIANA, INC.

Respondent.

File No. _____

POLE ATTACHMENT COMPLAINT AND REQUEST FOR EXPEDITED REVIEW

Comcast of Indianapolis, L.P. (“Comcast”) respectfully submits this Pole Attachment Complaint (“Complaint”) pursuant to 47 C.F.R. § 1.1401 *et seq.* For the past 19 months, Duke Energy Indiana, Inc. (“DEI”) has delayed broadband development to rural and urban Indiana by unlawfully denying Comcast access to DEI’s poles on a statewide basis in Indiana. The denial is based solely on a discrete dispute over charges arising from a build-out for a third party that is now being properly litigated in federal court. DEI’s actions flatly contravene Section 224, its implementing rules and express Commission precedent, and should be dealt with as quickly as possible.

Comcast requests expedited review of this Complaint, and an order compelling DEI to immediately lift the permit moratorium and promptly process all pending and future Comcast permit applications, including allowing Comcast (1) immediate access to DEI poles on all pending permit applications that do not require make-ready work, (2) to immediately hire DEI-

approved contractors with respect to any work on DEI poles, including outside the communications space, necessary to accommodate attachments on all other pending permit applications, and (3) to hire DEI-approved contractors to perform any work on DEI poles required to accommodate Comcast attachments, including outside the communications space, during the pendency of the federal court litigation if DEI does not process future permit applications on a timely basis. Comcast also requests that the Commission assess forfeitures on DEI for its deliberate disregard of the Commission's rules and agency precedent.

I. SUMMARY

The Commission has already determined the primary issue in this dispute – namely, that pole owners may not deny access based solely upon an attacher's refusal to pay disputed charges.¹ And yet, since spring 2014, DEI has continuously denied Comcast access to poles that DEI owns or controls based solely upon Comcast's non-payment of properly disputed charges. The only explanation DEI has offered in rejecting Comcast's pole attachment applications is that DEI has "currently suspended" Comcast from making new attachments. DEI has not, as required by 47 C.F.R. § 1.1403(b), provided any "relevant evidence and information supporting its denial" nor has it asserted – let alone explained – how its denial is justified by "lack of capacity, safety, reliability or engineering standards." DEI's denials have significantly delayed Comcast's planned broadband development, upgrades and provision of services to rural and urban Indiana.

In fact, no permissible basis for DEI's access denial exists. DEI's refusal to process Comcast's permit applications is based solely on Comcast's dispute of certain invoices for work

¹ *Kansas City Cable Partners Kansas d/b/a Time Warner Cable of Kansas City v. Kansas City Power & Light Co.*, Consolidated Order, 14 FCC Rcd 11599 (Cable Serv. Bur. 1999) ("*Kansas City Power & Light*"). This case has previously been provided to counsel for DEI.

associated with a significant buildout for KDL Windstream d/b/a MetroNet (“KDL”) – a company formerly affiliated with DEI. The KDL payment dispute is the subject of ongoing litigation brought by DEI in federal district court.² To be clear, the KDL work has no connection whatsoever to the suspended permit applications involved in this Complaint.

Over the past 19 months, Comcast sought to resolve collaboratively the permit moratorium through business-to-business meetings with DEI, and then by invoking the Enforcement Bureau’s pre-complaint mediation process. Neither effort succeeded and further negotiations between the parties would likely be fruitless. Meanwhile, it is clear now that DEI’s permit moratorium will last as long as the federal court litigation and that litigation shows no signs of abating.³ Thus, Comcast is left with no alternative but to file this Complaint and seek expedited review.

Through this Complaint, Comcast seeks an order compelling DEI to immediately lift its permit moratorium and promptly process all pending and future Comcast permit applications, including allowing Comcast (1) immediate access to DEI poles on all pending permit applications that do not require make-ready work, (2) to immediately hire DEI-approved contractors with respect to any work on DEI required to accommodate Comcast attachments, including outside the communications space, on all other pending permit applications, and (3) to hire DEI-approved contractors to perform any work on DEI poles, including outside the communications space, necessary to accommodate Comcast attachments during the pendency of the federal court litigation if DEI does not process future permit applications on a timely basis. In addition,

² See *Duke Energy Indiana, Inc. v. Comcast of Indianapolis, L.P.*, No. 1:14-cv-2041-RLY-MJD (S.D. Ind. filed Dec. 12, 2014).

³ See *DEI v. Comcast*, *supra*, ECF No. 80 (order setting trial date for January 2017).

forfeitures should be assessed on DEI for its deliberate disregard of the rules implementing Section 224 and Commission precedent.

II. JURISDICTION AND PARTIES

1. The Commission has jurisdiction over this action under the provisions of the Communications Act of 1934, as amended (the “Act”), including, but not limited to, 47 U.S.C. § 224.

2. Pursuant to Section 224(b), the Commission is charged with ensuring that pole owning utilities provide cable television systems and telecommunications carriers, including broadband internet access service providers, with non-discriminatory access to distribution poles pursuant to just and reasonable rates, terms and conditions.

3. Under Section 1.1403(b) of the Commission’s rules, a utility may deny access only on a nondiscriminatory basis, where there is insufficient capacity, and for reasons of safety, reliability and generally applicable engineering purpose. A utility may not summarily suspend review of all permit applications and provide no explanation.

4. Complainant, Comcast, a successor-in-interest to the cable operator Comcast Cablevision of Indianapolis, Inc., is a cable television system in the business of providing video and broadband services.

5. Comcast has a general office address of 5330 East 65th Street, Indianapolis, Indiana 46220.

6. Respondent DEI is an investor-owned electric utility in the business of providing electric transmission and distribution services.

7. DEI has a general business address of 1000 East Main Street, Plainfield, Indiana 46168.

8. Comcast's and DEI's predecessors in interest have entered a pole attachment agreement in the form of the Master License Agreement between Public Service Company of Indianapolis, Inc., and Comcast Cablevision of Indianapolis, Inc., dated April 26, 1990, pursuant to which Comcast attaches to DEI owned and controlled poles (the "Agreement").⁴

9. Comcast is attached to approximately 100,000 poles owned or controlled by DEI in Indiana.⁵

10. Comcast alleges, upon information and belief, that DEI is not owned by any railroad, any person who is cooperatively organized, or any person owned by the Federal Government or any State.

11. The State of Indiana, including its political subdivisions, agencies and instrumentalities, does not regulate pole attachments in the manner established by Section 224(c).⁶

12. Attached to this Complaint is a certificate of service certifying that DEI and the Indiana Utility Regulatory Commission were served with copies of the Complaint.

III. BACKGROUND

13. On August 2, 2013, Comcast disputed the DEI invoices that are now the subject of federal court litigation.⁷ Comcast paid certain DEI invoices related to the KDL buildout, but

⁴ See Exhibit A.

⁵ See Exhibit B, Declaration of James Walters, Comcast Construction Manager ("Walters Decl.") ¶ 4.

⁶ See *Corrected List of States That Have Certified That They Regulate Pole Attachments*, WC Docket No. 07-245, Public Notice, DA 08-653 (rel. Mar. 21, 2008).

⁷ See Walters Decl. ¶ 5 and Att. 1.

disputed numerous others on several grounds, including that its attachments did not cause the alleged non-compliance.⁸

14. On August 23, 2013, DEI responded and demanded immediate payment.⁹

15. Since spring 2014, DEI has suspended all permit applications and provided no explanation for the suspension.¹⁰ On December 12, 2014, DEI initiated the federal court litigation.¹¹

16. Upon information and belief, DEI's sole basis for denying access relates to Comcast dispute of charges for unrelated work which charges are the subject ongoing federal court litigation.¹²

17. Comcast's attachment applications that DEI has rejected under the permit moratorium do not involve attachments to poles that are the subject of the payment dispute in the litigation.¹³ Rather, the permit moratorium enjoins proposed new attachments to be affixed to different poles in diverse rural and urban locations throughout Indiana.¹⁴

18. Further, the pending dispute raises no concerns that DEI will not be compensated for supplying pole resources to Comcast. Comcast currently pays DEI in advance for pole

⁸ *Id.* ¶ 5.

⁹ *Id.* ¶ 6 and Att. 2.

¹⁰ *Id.* ¶¶ 7-8 and Att. 3.

¹¹ *See supra* note 2.

¹² *See* Walters Decl. ¶ 9.

¹³ *Id.* ¶ 10.

¹⁴ *Id.*

attachment rent.¹⁵ Comcast also directly reimburses DEI for other costs associated with its attachments such as for certain inspections, engineering and make-ready work.¹⁶

19. The DEI permit moratorium has delayed Comcast's planned broadband development, upgrades and services to rural and urban Indiana.¹⁷ Comcast has had to re-route, and has been forced into significantly more costly, time-consuming construction.¹⁸

20. Despite the unlawfulness of DEI's position, in the interest of moving forward with the important work of deploying its broadband and other valuable services to rural and urban Indiana, Comcast has sought to work cooperatively with DEI to lift the permit moratorium.¹⁹ Comcast attempted on numerous occasions to meet with DEI business personnel and its counsel to resolve the underlying dispute and the moratorium.²⁰ However, DEI has not been receptive to Comcast's requests to resume permit processing.²¹

21. In a letter dated July 6, 2015, Comcast requested that the Enforcement Bureau's Market Disputes Resolution Division mediate the dispute between Comcast and DEI concerning the permit moratorium.²² Upon information and belief, DEI executives participated in that effort through outside counsel.

¹⁵ *Id.* ¶ 11.

¹⁶ *Id.*

¹⁷ *Id.* ¶ 12.

¹⁸ *Id.*

¹⁹ *Id.* ¶ 14.

²⁰ *Id.* ¶ 15, Att. 4.

²¹ *Id.* ¶ 16.

²² *See id.* ¶ 17.

22. The parties spent several weeks working on a mediated solution, but, ultimately, the mediation faltered.²³ Given the ongoing litigation and failed mediation efforts, and given that DEI has failed to process Comcast's permit applications, further attempts at negotiation appear to be fruitless.²⁴

23. Action by the Enforcement Bureau and expedited grant of the relief requested by this Complaint are necessary to ensure that Comcast's federal rights of just and reasonable pole access are protected.

IV. ARGUMENT

A. DEI's Permit Moratorium Deliberately Disregards FCC Rules and Precedent on Permissible Grounds for Denial of Access to Poles

24. DEI's refusal to process Comcast's pole attachment applications constitutes an impermissible denial of access under Section 224 and its implementing rules. Accordingly, DEI should be ordered to promptly process all pending and future Comcast applications, including allowing Comcast (1) to gain immediate access on all pending permit applications that do not require make-ready work, (2) to immediately hire DEI-approved contractors with respect to any work, including outside the communications space, on all other pending permit applications, and (3) to hire DEI-approved contractors to perform any work, including outside the communications space, during the pendency of the federal court litigation if DEI does not process future applications on a timely basis.

25. The Act requires DEI to provide nondiscriminatory access to its poles, conduits, and rights-of-way upon just and reasonable rates, terms, and conditions. *See* 47 U.S.C. §

²³ *Id.* ¶ 18.

²⁴ Walters Decl. ¶ 19.

224(b)(1); 47 C.F.R. § 1.1401. The non-discriminatory access obligation is intended “to ensure that the deployment of communications networks and the development of competition are not impeded by private ownership and control of the scarce infrastructure and rights-of-way that many communications providers must use in order to reach customers.”²⁵

26. Pursuant to Section 224(f) of the Act and Section 1.1403(b) of the Rules, a utility may deny access only on a nondiscriminatory basis, where there is insufficient capacity, and for reasons of safety, reliability and generally applicable engineering purposes. *See* 47 U.S.C. § 224(f)(2). “A denial of access, while proper in some cases, is an exception to the general mandate of section 224(f).”²⁶ Commission rules require that a utility’s denial of access “be specific” and “include all relevant evidence and information supporting its denial, and shall explain how such evidence and information relate to a denial of access for reasons of lack of capacity, safety, reliability or engineering standards.”²⁷

27. DEI’s denial of access does not fall within the narrowly prescribed circumstances permitted by Section 224 and the Commission’s rules. DEI has not, as required by 47 C.F.R. § 1.1403(b), provided any “relevant evidence and information supporting its denial” nor has it asserted – let alone explained – how its denial is justified by “lack of capacity, safety, reliability or engineering standards.” Rather, DEI’s permit moratorium on Comcast pole attachment

²⁵ *Implementation of Section 703(e) of the Telecommunications Act of 1996; Amendment of the Commission’s Rules and Policies Governing Pole Attachments*, Report and Order, 13 FCC Rcd 6777 ¶ 2 (1998) (citing S. Rep. No. 95-580, at 19, 20 (1977)).

²⁶ *Implementation of the Local Competition Provisions in the Telecommunications Act of 1996, First Report and Order*, 11 FCC Rcd 15499, 16100-01, ¶ 1222 (1996) (“*Local Competition Order*”).

²⁷ 47 C.F.R. § 1.1403(b).

applications appears solely intended to force Comcast to pay substantial invoices that Comcast has disputed in good faith and that are the subject of ongoing litigation between the parties.

28. As explained by the Commission in a case presenting very similar facts, “[d]ebt collection is not permissible grounds for denial of access.”²⁸ In that case, the pole owner (Kansas City Power & Light Company, or “KCPL”) told the attacher (Time Warner) that it would only resume processing pole attachment permit applications if several conditions were met, including that “the past due balance on [disputed] invoices submitted to Time Warner must be brought current.”²⁹ The Commission squarely rejected this demand by the utility.

29. Here, DEI is attempting the same thing as KCPL – it has conditioned further pole application processing on Comcast’s payment of disputed invoices. Such actions are unlawful.

30. As a result, DEI’s unlawful actions have hindered Comcast’s broadband deployment and service upgrades to rural and urban Indiana markets by denying Comcast “timely and reasonably priced access to poles.”

31. In recognition of impediments to broadband deployment caused by delays in the pole attachment process, the Commission’s 2011 Pole Attachment Order established time frames for processing permit applications.³⁰ For most attachments, under the new timeframes, “the total time from submission through completion of make-ready should take between 105 and 148 days.” In this case, significantly more time has passed for the majority of Comcast’s suspended permit

²⁸ *Kansas City Power & Light Co.*, 14 FCC Rcd at 11606 ¶ 18.

²⁹ *Id.* ¶ 9.

³⁰ *See Implementation of Section 224 of the Act*, Report and Order and Order on Reconsideration, 26 FCC Rcd 5240, 5250-5261 ¶¶ 21-40 (2011) (“*2011 Pole Attachment Order*”).

applications.³¹ Accordingly, the Commission should order DEI to lift its suspension immediately and to process all pending and future Comcast's applications for attachments, including allowing Comcast immediate access on all suspended applications that do not require make-ready work.

B. Comcast Should be Allowed to Hire DEI-Approved Contractors to Perform All Required Work, Including Outside the Communications Space, in a Timely Fashion

32. Recognizing that “time is of the essence” for attachers, the FCC established defined time frames for completion of the permit application process.³² Where pole owners fail to meet the timeframes, it provided for the ability of attaching entities to hire and use utility-approved contractors to complete survey and make-ready work in the communications space.³³

33. While the Commission did not, in its 2011 Pole Attachment Order, address whether attachers may use qualified contractors to perform make-ready work outside the communications space, it directed wireless attachers who desired such access to file complaints with the Commission.³⁴ In this case, there are a number of reasons for allowing such access here in connection with wireline attachments.

34. First, given the direct contravention of law here by DEI, there is reason to be concerned that DEI will continue to flout the Commission's directives in this area and manufacture makeweight objections with respect to suspended permit applications. DEI is much more likely to process Comcast's permits timely, and to either grant or deny access on

³¹ See Walters Decl. ¶¶ 8, 12 and Att. 3.

³² See *2011 Pole Attachment Order*, 26 FCC Rcd at 5241 ¶ 1 (imposing pole attachment timeframes and reducing pole rents “to improve the efficiency and reduce the potentially excessive costs of deploying telecommunications, cable and broadband networks, in order to accelerate broadband buildout.”)

³³ *Id.* at 5265-70 ¶¶ 49-61.

³⁴ See *id.* at 5262-63 ¶ 43.

permissible grounds, if it faces the prospect of Comcast using approved contractors to perform work in the power space.

35. Second, if DEI's suspension is in any way related to its lack of resources, Comcast's willingness to hire and pay approved contractors to do the work will benefit DEI.

36. And third, given DEI's refusal to abide by the limitations governing denials of access established by Section 224, the FCC rules and the clearly analogous decision in *Kansas City Power & Light*, there is every reason to believe that DEI, if not faced with substantial consequences, will employ a similar moratorium strategy on future applications for so long as the litigation continues if Comcast reasonably disputes any subsequent DEI charges.³⁵

C. Forfeitures Are Needed To Deter DEI From Engaging In Similar Illegal Denials of Access in the Future

37. The Commission may impose sanctions on parties subject to Commission jurisdiction when those parties violate the Act and the Commission's rules.³⁶

38. DEI's willful and intentional unjustified denial of access in this case warrants extraordinary relief.

39. DEI's willful and intentional suspension of permit applications over the past 19 months has hindered Comcast's broadband developments, upgrades and services to rural and urban Indiana.

40. DEI's willful and intentional conduct is a clear violation of the Act and its overarching objective to prevent utilities from using their control over poles is "to impede,

³⁵ *Id.* at 5265-66 ¶ 50.

³⁶ *See* 47 U.S.C. §§ 206-209, 501, 503(a) and (b); 47 C.F.R. §§ 1.1413, 1.80.

inadvertently or otherwise, the installation and maintenance of telecommunications and cable equipment by those seeking to compete in those fields.”³⁷

41. DEI’s willful and intentional suspension of processing permit applications for Comcast is an impermissible denial of access under Section 224, the Commission’s rules, and the findings set forth in *Kansas City Power & Light*.

42. The imposition of a forfeiture is necessary to deter DEI from unfairly using its leverage over pole access to extract financial payment from prospective attachers.

43. DEI is knowingly and deliberately violating the FCC’s policies and directives and a forfeiture should be imposed. Pursuant to Section 1.8(b)(5) of the Commission’s rules, DEI may be assessed forfeitures of \$7,500 for each violation of the Commission’s pole attachment rules.³⁸ In this case, DEI’s unlawful denial of 53 proposed attachments or overlappings impacting over nearly 100 of Comcast’s planned deployments warrants a base forfeiture of \$397,500.³⁹

44. Unless the Commission imposes forfeitures, DEI is likely to impose a permit moratorium in the future if Comcast again reasonably disputes charges.

³⁷ *Local Competition Order*, 11 FCC Rcd at 16060 ¶ 1123.

³⁸ See 47 C.F.R. § 1.80, Section I, Base Amounts for Section 503 Forfeitures, Violation of Pole Attachment Rules.

³⁹ Since the moratorium was instituted 19 months ago, DEI has rejected Comcast applications covering a more than 50 attachments and two proposed overlappings. But for the moratorium, Comcast would have submitted additional pole attachment permit applications to DEI. Instead, in some cases, rather than submit additional permit applications to DEI which would have been rejected, Comcast opted to reroute or go underground. Such rerouting and undergrounding increased the costs and time required to deploy Comcast network. See Walters Decl. ¶ 13.

V. COUNTS

Count I: Denial of Access

45. Comcast incorporates by reference as if fully set forth herein paragraphs 1 through 42 of this Complaint.

46. DEI's refusal to accept or process pole attachment applications until Comcast pays substantial disputed charges has prevented Comcast from gaining access to pole resources in contravention of federal law requiring utilities to "ensure that telecommunications carriers . . . have non-discriminatory access to utility poles, ducts, conduits, and rights-of-way." *See* 47 C.F.R. § 1.1401.

47. DEI's refusal to accept or process pole attachment applications until Comcast pays substantial disputed charges constitutes a violation of its duty to provide access to any pole it owns or controls, except in narrowly defined circumstances, which do not apply here. *See* 47 C.F.R. § 1.1403(a).

Count II: Unjust and Unreasonable Term and Condition

48. Comcast incorporates by reference as if fully set forth herein paragraphs 1 through 45 of this Complaint.

49. DEI's refusal to accept or process pole attachment applications until Comcast pays substantial unrelated charges which Comcast has disputed in good faith constitutes an unreasonable term and condition of attachment in violation of Section 1.1401 of the Commission's rules, *see* 47 C.F.R. § 1.1401, and clearly governing precedent in *Kansas City Power & Light*.

VI. FCC REVIEW SHOULD BE EXPEDITED

50. Comcast seeks expeditious consideration of this Complaint due to the delays that Comcast has encountered with respect to its rural and urban broadband deployment in Indiana as a result of DEI's permit moratorium on new applications from Comcast, its subsequent categorical denial of access to poles, and the harm that Comcast will suffer as a result absent expedited resolution of this dispute.

51. Specifically, Comcast requests that DEI's Response to this Complaint be due ten (10) days following service of this Complaint, with Comcast's Reply due five (5) days after service of DEI's Response. In addition, Comcast requests that the Commission resolve the dispute on an expedited basis upon close of the pleadings.

52. Over 19 months have passed since DEI unilaterally imposed its permit moratorium. During that delay, Comcast has been denied access, and as a result has not be able to undertake steps necessary to construct its network and extend its services to rural and urban Indiana.

53. In order for Comcast to be able to deploy its service to the residents of Indiana in a timely manner and without further delay, it is necessary for this pole attachment dispute to be resolved as quickly as possible.

VII. RELIEF REQUESTED

Pursuant to Section 1.1410 of the Commission's rules, Comcast respectfully requests an expedited order from the Commission:

- a. Directing DEI to promptly lift its permit moratorium and process all pending and future Comcast's applications for attachments, including allowing Comcast immediate access on all suspended applications that do not require make-ready work;
- b. Permitting Comcast to immediately hire and use DEI-approved contractors to perform any work on DEI poles, including outside the communications space, necessary to accommodate Comcast attachments on all pending permit applications;
- c. Permitting Comcast to hire DEI-approved contractors to perform any work on DEI poles deemed necessary on future permit applications, including outside the communications space, during the pendency of the federal court litigation if DEI does not process future applications on a timely basis;

- d. Assessing forfeitures on DEI for its willful and deliberate disregard of Section 224 and Commission rules and precedent which narrowly limit permissible access denials and clearly provide that debt collection is not a permissible reason to deny access; and
- e. Such other relief as the Commission deems just, reasonable and proper.

Respectfully submitted,

Comcast of Indianapolis, L.P.



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Date submitted: November 17, 2015

CERTIFICATE OF SERVICE

I hereby certify that on November 17, 2015, I caused a copy of the foregoing Complaint, exhibits and declarations in support thereof, to be served on the following (service method indicated):

Marlene J. Dortch, Secretary
Federal Communications Commission
Office of the Secretary
445 12th Street, SW
Room TW-A325
Washington, DC 20554
(by hand delivery)

Eric B. Langley
Balch & Bingham LLP
1901 6th Avenue North, Suite 1500
Birmingham, Alabama 35203
(service copies overnight mail and email)

Office of the Indiana Secretary of State
200 W. Washington St., Room 201
Indianapolis, IN 46204
(via U.S. mail)



Maria T. Browne

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Successful Authorization -- Date Paid: 11/17/15
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IF PAYER NAME AND THE APPLICANT NAME ARE DIFFERENT, COMPLETE SECTION B IF MORE THAN ONE APPLICANT, USE CONTINUATION SHEETS (FORM 159-C)		
(13) APPLICANT NAME COMCAST OF INDIANAPOLIS LP		
(14) STREET ADDRESS LINE NO. 1 One Comcast Center		
(15) STREET ADDRESS LINE NO. 2 1701 John F. Kennedy Boulevard		
(16) CITY PHILADELPHIA	(17) STATE PA	(18) ZIP CODE 19103-2838
(19) DAYTIME TELEPHONE NUMBER (INCLUDING AREA CODE) 215-2861700		(20) COUNTRY CODE (IF NOT IN U.S.A.) US
FCC REGISTRATION NUMBER (FRN) AND TAX IDENTIFICATION NUMBER (TIN) REQUIRED		
(21) APPLICANT (FRN) 0006114029		(22) FCC USE ONLY
COMPLETE SECTION C FOR EACH SERVICE, IF MORE BOXES ARE NEEDED, USE CONTINUATION SHEET		
(23A) FCC Call Sign/Other ID N/A	(24A) Payment Type Code(PTC) TPC	(25A) Quantity 1
(26A) Fee Due for (PTC) \$280.00	(27A) Total Fee \$280.00	FCC Use Only
(28A) FCC CODE 1 N/A	(29A) FCC CODE 2 ComcastofIndianapolis,L.P.	
(23B) FCC Call Sign/Other ID	(24B) Payment Type Code(PTC)	(25B) Quantity
(26B) Fee Due for (PTC)	(27B) Total Fee	FCC Use Only

(28B) FCC CODE 1

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