

STATE OF VERMONT
PUBLIC UTILITY COMMISSION

Docket No. 8301

In Re: Renewal of the Certificate of Public Good of Comcast of Connecticut/Georgia/Massachusetts/New Hampshire/New York/North Carolina/Virginia/Vermont, LLC, d/b/a Comcast, expiring on December 29, 2016, to provide cable television service	
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Entered: 9/27/2019

AMENDED, RENEWED, AND CONSOLIDATED CERTIFICATE OF PUBLIC GOOD
ISSUED PURSUANT TO 30 V.S.A. §§ 231, 503, 504, AND 506

IT IS HEREBY CERTIFIED that the Public Utility Commission ("Commission") of the State of Vermont on this date finds and adjudges that the issuance of a renewed Certificate of Public Good ("Certificate" or "CPG") to Comcast of Connecticut/Georgia/Massachusetts/New Hampshire/ New York/North Carolina/Virginia/Vermont, LLC, d/b/a Comcast ("Comcast" or the "Company"), to serve the cities, towns, or gores of Addison, Albany, Andover, Arlington, Athens, Avery's Gore, Bakersfield, Baltimore, Barnard, Barton, Belvidere, Bennington, Benson, Berkshire, Berlin, Bethel, Braintree, Brandon, Brattleboro, Bridgewater, Bridport, Brighton, Bristol, Brookfield, Brookline, Brownington, Burlington, Cabot, Calais, Cambridge, Castleton, Cavendish, Charleston, Charlotte, Chester, Chittenden, Clarendon, Colchester, Cornwall, Coventry, Craftsbury, Danby, Derby, Dorset, Dummerston, Duxbury, East Montpelier, Eden, Elmore, Enosburgh, Essex, Fair Haven, Fairfax, Fairfield, Ferdinand, Ferrisburgh, Fletcher, Franklin, Georgia, Glastenbury, Glover, Goshen, Grafton, Grand Isle, Greensboro, Guilford, Halifax, Hancock, Hardwick, Hartford, Hartland, Highgate, Hinesburg, Holland, Hubbardton, Huntington, Hyde Park, Ira, Irasburg, Jamaica, Jay, Jericho, Johnson, Killington, Landgrove, Leicester, Lewis, Lincoln, Londonderry, Lowell, Ludlow, Manchester, Marlboro, Marshfield, Mendon, Middlebury, Middlesex, Middletown Springs, Milton, Monkton, Montgomery, Montpelier, Moretown, Morgan, Morristown, Mt. Holly, Mt. Tabor, New Haven, Newark, Newport City, Newport Town, North Hero, Norwich, Pawlet, Peru, Pittsfield, Pittsford, Plainfield, Plymouth, Pomfret, Poultney, Pownal, Proctor, Randolph, Reading, Richford, Richmond, Ripton, Rochester, Rockingham, Roxbury, Rupert, Rutland City, Rutland Town, Salisbury, Sandgate, Searsburg, Shaftsbury, Sharon, Sheffield, Shelburne,

Sheldon, Shrewsbury, South Burlington, South Hero, Springfield, St. Albans City, St. Albans Town, St. George, Stamford, Stannard, Starksboro, Stockbridge, Stowe, Strafford, Stratton, Sudbury, Sunderland, Sutton, Swanton, Thetford, Tinmouth, Troy, Underhill, Vergennes, Vernon, Walden, Wallingford, Waltham, Wardsboro, Warner's Grant, Warren's Gore, Waterbury, Waterville, Weathersfield, Wells, West Haven, West Rutland, West Windsor, Westfield, Westford, Westminster, Westmore, Weston, Weybridge, Wheelock, Whiting, Williston, Windham, Windsor, Winhall, Winooski, Wolcott, Woodbury, Woodford, Woodstock, and Worcester, and the operation of a cable system in said cities, towns, and gores will promote the general good of the State of Vermont subject to compliance with the following conditions:

General Terms

1. This Certificate shall expire on December 29, 2027.
2. This Certificate shall be subject to revocation upon good cause, including a substantial or continuous failure to abide by its material terms or the representations contained in the petition and application.
3. This Certificate may not be transferred without the consent of the Commission.
4. For the duration of this Certificate, Comcast shall designate a Regulatory Affairs staff person to serve as a primary liaison to the Consumer and Public Information Division ("CAPI") of the Vermont Department of Public Service ("Department") and whose responsibilities shall include oversight of Comcast's compliance with Vermont statutes, rules, orders and other regulations governing cable operators.
5. Comcast shall file tariffs and all individual customer agreements for its cable services with the Commission to the extent required by Vermont law.
6. For the purpose of calculating the gross revenue tax under 30 V.S.A. § 22, Comcast shall use the following definition of gross revenues: all cash, credit, property of any kind or nature, or other consideration received directly or indirectly by Comcast derived from the operation of its cable systems to provide cable service in Vermont including, but not limited to, monthly fees charged to subscribers for basic service; monthly fees charged to subscribers for any optional service; pay television fees; pay-per-view fees, premium-service fees, monthly fees

charged to subscribers for any tier of service other than basic service; installation, disconnection and reconnection fees; late fees charged to subscribers; leased-channel fees; fees, payments or other consideration received from programmers other than programming launch fees; fees, payments or other consideration received from third parties for lease of space on either fiber or coaxial cable; converter rentals or sales; studio rental, production equipment and personnel fees; advertising revenues; revenues from home shopping networks; and revenues from internet access service until such time that a gross revenue tax is paid on such revenues as telecommunications services.

7. For purposes of calculating funding for Public, Educational, and Governmental (“PEG”) access in the absence of an agreement otherwise, Comcast shall use the definition of gross revenues in the preceding paragraph except that internet-access service revenues shall be excluded from the calculation unless and until Congress, the Federal Communications Commission (“FCC”), or a court of competent jurisdiction or governmental agency of competent jurisdiction issues a final ruling or order, not subject to appeal, that such revenues shall be included in such a calculation of gross cable-service revenues.

8. Comcast shall not itemize on subscriber bills the Vermont gross revenue tax, imposed on Comcast pursuant to 30 V.S.A. § 22, unless Vermont law allows such itemization.

9. On at least an annual basis, Comcast management with responsibility for Vermont operations shall invite city and town government officials in each of the cities and towns in its cable systems to meet for the purpose of exchanging information about community needs and the Company’s plans. These meetings shall be conducted on a system-wide basis and the PEG Access Management Organization (“AMO”) or AMOs serving that system shall also be invited to these meetings. For smaller systems, such meetings may be held under the auspices of a regional planning commission or other appropriate regional entity. The Company shall submit summaries of these meetings, including the recommendations made by participants and the Company’s response, to participants, the Commission and the Department.

10. Comcast shall at all times provide a reasonable quality of service, having regard to FCC minimum service standards, available technology, subscriber interest, and costs. Comcast shall at all times offer a reasonably broad range of programming, having regard to available

technology, subscriber interest, the revenues and potential revenues of the systems, and costs. The Commission shall, to the extent permitted by law, retain jurisdiction to prescribe broad categories of programming.

11. Prices for services not subject to rate regulation shall at all times be reasonable, having regard to the costs of providing such services.

12. If Comcast does business in the State of Vermont under any name other than the name in use on the date of this Certificate, it shall file a notice of the new tradename, along with a copy of its Vermont Secretary of State's tradename certificate, with the Clerk of the Commission and the Department thirty (30) days prior to doing so.

13. At the time of filing its Annual Report pursuant to 30 V.S.A. § 22, Comcast shall also file with the Commission the following:

- (1) Comcast's PEG Access Report;
- (2) a report of all written consumer complaints and notations regarding oral and telephone complaints received during the preceding calendar year or annual period;
- (3) a map sufficiently outlining the service territory and describing its existing plant and any extensions and replacements planned for commencement or completion within one calendar year from the close of the preceding calendar year or annual period. The map shall also be provided in one of the standard electronic formats: Arc View shapefile (.SHP) or geodatabase (.MDB) formats (preferred); Arc/Info Interchange (.E00) format; MapInfo Interchange (.MIF) format; Microstation (.DBN) format; or AutoCAD (.DWG or .DXF) formats. The map should depict the roads where cable plant exists and identify the proposed coordinate system of the electronic map file;
- (4) a listing of cable services, the rates charged for each cable service as of the date of the filing of the report, a statement of any changes in any such rates from the preceding calendar year or period, and a statement of the revenue derived from each cable service during such calendar year or annual period;
- (5) a statement of significant changes to be implemented during the current calendar year or annual period in Comcast's business structure, operating procedures, and cable services to be offered;
- (6) a balance sheet, an income statement, a statement of changes in financial condition, and a statement of assets used and useful for the provision of cable service in Vermont, all as of the close of the

preceding calendar year or annual period;

(7) the annual calculation of qualifying density (“H”) for the purpose of Comcast’s line-extension policy in accordance with the formula set forth in the Orders in Docket 6101 and condition 34 below; and

(8) the information, as set forth in condition 31 below, related to channels included in Comcast’s digital starter tier and the penetration of high definition service among its Vermont customers.

14. Comcast shall at all times comply with Vermont law and all applicable regulations, as they may be amended from time to time.

15. Comcast shall comply with all FCC regulations.

PEG Access

16. Comcast shall designate one or more AMOs as provided in Rule 8.400. Comcast shall provide levels and types of financial, operational, and technical support to those AMOs that are fair and reasonable and in compliance with applicable law.

17. Comcast shall file with the Commission and Department copies of all PEG-access contracts with AMOs, and any amendments thereto, within 30 days of execution.

18. Comcast must work with the relevant AMO prior to any PEG-access-channel reassignment and shall pay the access entity’s reasonable costs of such reassignment. Comcast shall not reassign a PEG access channel without advance warning and consultation with the AMO.

19. Comcast shall continue to provide interconnection bandwidth to AMOs to enable digital file sharing between AMOs and the ability for AMOs to distribute programs to Comcast subscribers in its Vermont territories. Comcast shall also provide one statewide PEG channel in HD consistent with the applicable terms of the Mediation Settlement Agreement. Among the issues related to a statewide access channel that may remain to be resolved is the appropriate interconnection with the cable systems of all cable operators in Vermont.

20. If the Commission has designated an entity to act as a statewide PEG AMO Comcast will provide, at minimum, upon request of such AMO, a statewide PEG network with sufficient capacity and capability to (a) transmit signals from the statewide network to any PEG forward channel and (b) transmit to the statewide network signals originating on any PEG reverse channel on the cable system. Any such request for statewide PEG-network capability is to be

made at least one year prior to activation of the statewide channel on a Comcast system. Comcast shall not be obligated to pay for statewide PEG-programming content beyond its PEG-access obligations.

21. (a) Comcast shall provide a cable service drop at its expense to every school, library, and PEG Access studio, and to at least one municipal building in every municipality in which it is obligated to provide service, upon request of the school, library, PEG entity, or municipality. Comcast shall provide one service drop providing basic cable television at each such location. The installation and basic service required by this condition shall be without charge, subject to applicable law.

(b) Comcast shall also provide and maintain, upon the written request from the designated AMO and subject to applicable law, a fiber optic or coaxial cable drop for the upstream origination with adequate signal quality of PEG Access programming at any such school, library, PEG studio, municipal building, or other public building. Subject to applicable law, Comcast shall be responsible for the construction costs to such PEG Access origination sites. The AMO requesting such a PEG Access programming origination drop shall be responsible for the provisioning of the required modulators or transmitters/receivers. Comcast may employ various alternative technologies of its choice to provide PEG Access origination capability with adequate signal quality at any requested location, and will consult with the designated AMO concerning the technologies for such PEG Access programming origination drops.

(c) This condition does not require Comcast to provide drops for basic cable service to buildings that are neither passed by nor located within 500 feet of the cable plant, as reported in Comcast's annual report, unless the requesting governmental or public entity is willing to pay Comcast the incremental cost of labor and materials beyond 500 feet in advance. Provision 21(b) will require the continued provision and maintenance of upstream origination for all locations with a connection for upstream origination as of June 1, 2019, whether currently in use or not. For purposes of any new PEG Access programming origination requested by an AMO, if a building so requested is within 500 feet of fiber that is designed for and capable of upstream transmission of PEG programming, an upstream fiber connection will be provided at no charge

to the AMO. If such fiber is not available within 500 feet, Comcast will provide a fiber connection if the AMO agrees to pay the incremental cost of extending fiber from the point at which the available upstream fiber described above is available to within 500 feet of the origination point, with remaining costs to be borne by Comcast. In all cases, the AMO shall continue to be responsible for the provisioning of the required modulators or transmitters/receivers. Nothing prevents Comcast and any AMO from agreeing to the use of alternative technologies to satisfy Comcast's obligation.

22. At a minimum, Comcast must provide the following PEG access outreach:

- (1) fund semi-annual, quarter-page advertising in local newspapers promoting PEG access programming and functions;
- (2) provide on-screen advertising and promotion of PEG access channel programming and facilities;
- (3) make such modifications to its facilities, at its expense, to allow AMOs to access Comcast's programming guides consistent with the applicable terms of the Mediation Settlement Agreement; and
- (4) respond to reasonable requests by AMOs to communicate with Comcast's subscribers. Any direct costs incurred by the Company due to such communications that are over and above those normally incurred by the Company shall be borne by the requesting AMO.

23. (a) If requested by an AMO, and subject to applicable law, Comcast shall provide, pursuant to a negotiated contract agreement with the AMOs, reasonable capital funding pursuant to PSB Rules 8.417(D) and 8.405.

(b) Comcast and each AMO shall reevaluate the digital equipment needs or other PEG access related cable system improvements at least twice during the term of this Certificate. Comcast shall provide additional capital funding for each such re-evaluation or upgrade based upon the criteria of Rule 8.405. If an agreement cannot be reached, the Commission will exercise its authority under Title 30 or Rule 8.405(E) and open an investigation to consider the necessity and amount of the interim upgrade payments.

24. Comcast shall provide AMOs the ability to originate as many simultaneous live PEG programs on any part of its system as there are forward PEG channels on that part of the system. Comcast shall not be obligated to originate any quantity of simultaneous, system-wide broadcasts that exceeds the number of forward PEG channels activated in that part of the system,

with the smallest quantity of activated forward PEG channels.

25. The Company shall keep a current PEG Access Report on file with the Commission. As allowed by Rule 8.420, Comcast may delegate to one or more AMOs the task of preparing PEG access Plans.

26. Commission Rule 8.400 shall apply to Comcast, to any AMO with which Comcast may designate and contract, and to any organizations that seek Comcast's designation as an AMO. Comcast shall comply with Rule 8.400 as it may be amended from time to time. Total operating funding within each system served by one or more AMOs shall not exceed 5% of the Company's annual gross revenues earned in that cable system to provide cable service in Vermont. Unpaid balances owed by the Company shall earn interest at the legal rate (see 9 V.S.A. § 41a), commencing the day after the due date.

27. Comcast shall maintain PEG policies and procedures that ensure adequate and prompt resolution of technical and administrative matters that arise between Comcast and the AMO which include:

- (1) identification of the types of matters that are likely to arise in the future between the AMOs and Comcast and the urgency demanded by the respective matters;
- (2) designation of an appropriate Company liaison for each type of matter, on a system-by-system basis when necessary;
- (3) delineation of the responsibilities and authority of the designated Company liaison, including how that individual will be trained to handle the individual's role and time frames for response;
- (4) a mechanism for escalation of matters which have not been satisfactorily resolved by the liaison; and
- (5) a periodic review process for the AMOs and Comcast to jointly review the effectiveness of the procedures at least semi-annually.

28. Upon request of the AMO, a Comcast representative shall meet with the AMO's governing board. The Comcast representative must have sufficient authority to be able to make binding promises on behalf of the Company.

29. Comcast shall, at least once every two years, inform each municipality, school, library and AMO in every system subject to this Certificate of the opportunity to have remote

origination service placed at the locations described in condition 21 above and offer to meet to: (1) determine each entity's need for remote origination service; (2) in the case of municipalities, discuss the location(s) of such drop feed points within each municipality; and (3) negotiate the specific arrangements necessary for installation and maintenance of remote origination service. Comcast's correspondence will direct eligible institutions to contact their AMO to request remote origination service.

30. Upon request of an AMO, Comcast shall provide the AMO an in-house ability to control upstream signals from each remote origination site within the AMO's service territory.

31. Until such time as there is a requirement related to the activation of high definition ("HD") PEG channels on Comcast's systems in Vermont, Comcast shall provide the following information with the annual reports it files pursuant to 30 V.S.A. §§ 22 and 514:

(1) the average number of HD channels and standard definition ("SD") channels on Comcast's digital starter tier (or its future equivalent) in its Vermont systems and the identity of all channels on such tier (other than PEG access channels) that are carried only on SD channels in Vermont; and

(2) the percentage of its Vermont cable television subscribers who either subscribe to any of Comcast's digital services, such as digital economy or digital starter services, or whose subscription includes a HD digital converter that allows them to view HD channels with a limited basic or an expanded basic service subscription, or who subscribe to any service in the future that provides access to HD channels.

In addition, the Commission will open a proceeding related to the activation of HD PEG channels on Comcast's systems in Vermont upon a request by the Vermont Access Network, the Department, Comcast, or any AMO designated by Comcast in Vermont that is filed after January 1, 2021.

Line Extensions

32. With regard to requests for line extensions to provide cable service, Comcast shall abide by Commission Rule 8.000, including Rule 8.313, and shall file a statement of the Company's policy on expansions of service into unserved areas as a tariff for the Commission's approval.

33. Comcast shall construct no less than 350 miles of line extensions into uncabled areas

during the term of this CPG, including line extensions constructed from January 13, 2017 through the date of approval of this amended CPG. Comcast may satisfy this obligation by fully funding the line extensions, collecting contributions-in-aid-of-construction from customers pursuant to its line extension tariff, or utilizing federal grants or other federal monies. Any line extensions that are funded by a state grant or other state monies shall not be used to satisfy this requirement. Comcast shall annually file with the Commission and the Department a report that details all line extensions completed during the prior calendar year. The report shall, at a minimum, describe the length and location of all completed line extensions and the funding source for such extensions.

34. Line extensions shall be built on request without customer contribution in accordance with Comcast's line extension tariff based on an annual calculation of the minimum average number of verified subscribers per mile ("Qualifying Density" or "H") for the next calendar year. Comcast shall report the basis for its calculation of Qualifying Density with its Annual Report to the Department. The calculation shall be performed based on the formula set forth in the Commission's Orders in Docket 6101 and shall use revenue data from the Annual Report to the Department and Comcast's average construction cost per mile for qualifying line extensions during the prior year as the assumed construction cost per mile. Comcast may use current data for all other parameters in the formula, including the carrying charge factor. To the extent possible, all elements of the formula should be based on the same time period. If audited financial statements are not available, Comcast shall use unaudited numbers. Any calculation of the Qualifying Density shall be subject to review by the Commission.

Customer Service and Subscriber Notices

35. Comcast shall adhere to the customer service standards contained in 47 C.F.R. § 76.309.2.¹ The Company must monitor its customer service performance in relation to all FCC and Commission customer service standards on a monthly basis. Comcast will maintain a service quality plan, developed in collaboration with the Department, to ensure effective monitoring and adherence to state and federal standards. Quarterly, the Company must submit these data to the Department and the Commission.

¹ All references to sections of 47 C.F.R. are intended to refer to those sections as they may be amended from time to time.

36. If consumer complaints to the Department concerning Comcast exceed a rate of 2.5 escalations per 1000 customers on a quarterly basis, Comcast must track and analyze consumer complaints in a manner that will enable their periodic analysis. "Escalation" is a complaint to CAPI in which, following investigation, CAPI staff determines reasonably there is something the Company should have done differently prior to the consumer having to contact the Department of Public Service for assistance. If this provision is triggered, on an annual basis, the Company must submit a report to the Department and the Commission indicating the number and nature of complaints received, how they were analyzed by the Company, what systemic issues were identified, and what responses were implemented to address those systemic issues. Measurement of the consumer complaint rate to determine whether this provision is triggered shall be calculated on a quarterly basis. If this provision is triggered, the requirements of this provision will continue for a period of one year.

37. Comcast shall respond in writing to written inquiries from the Department regarding consumer complaints, the status of a line extension, and construction progress, with such responses to be received within fourteen calendar days to the extent reasonable. The fourteen calendar day period commences upon receipt by Comcast of the Department's written notification of an inquiry or complaint. Written notification includes notification by electronic mail, facsimile, hand-delivery, or U.S. mail. In any case in which the Company is unable to respond fully within fourteen days, by providing all information necessary to resolve the inquiry or complaint, it must provide notice to the Department before the elapse of the initial fourteen days that an extension of time is required. Although the initial transmittal of the inquiry or complaint must be in writing, the Department and the Company are permitted to discuss the inquiry or complaint in person or by telephone. Responses that simply acknowledge receipt of the Department's inquiry do not satisfy the requirement. The fourteen day response expectation applies to all Department inquiries related to a case.

38. Comcast shall annually cause to be mailed to each of its subscribers a notice, approved by the Commission, that:

- (1) states that the Commission and the Department desire to hear the views of subscribers regarding the quality of services provided by Comcast and as to the reasonableness of the terms upon which such

services are provided;

(2) informs the subscribers how they may communicate their views to the Commission, the Department, and to Comcast; and

(3) provides the notices required by Commission Rule 8.341 and 47 C.F.R. § 76.1602(b)-(c).

39. On or before January 30 of each year, Comcast shall certify to the Commission, under oath, that it has distributed the notice(s) described in Condition 38, above, during the previous calendar year.

40. Comcast shall annually notify all subscribers of the complaint and appeal procedure for complaints against Comcast itself and against any PEG access administrative entity in Comcast's system.

41. Comcast shall provide outage credit and/or refunds to cable television customers without the necessity of the customer contacting Comcast in those instances in which Comcast knows a cable television outage has occurred and has affected a particular system or portion of a system. Comcast's outage-credit policies and practices shall at all times be consistent with Commission Rule 8.343. For purposes of this requirement, "outage" shall mean a total loss of video and audio on all channels for more than twenty-four (24) consecutive hours.

42. Comcast shall treat all written complaints from subscribers in accordance with 47 C.F.R. § 76.1619(b) and Commission Rule 8.345.

43. Comcast shall ensure that all customer notices are in plain English, at no greater than a sixth-grade reading level, and that type sizes and layouts are sufficient to render the notices readable to the average consumer. The Flesch-Kincaid Reading Level test, or equivalent instrument that may widely supersede it, shall be used to determine compliance with the grade level requirement.

44. Comcast shall provide customers at the time of any service order with a clear and understandable description of the terms, conditions, rates, and charges for all requested services and appropriate alternatives, which shall include the least-cost alternatives to the requested service. The Company shall disclose, at a minimum, any non-recurring charges, such as for installation, the recurring charges for services, any charges that apply to a change in service or periods in which such charges are waived, and information about equipment, policies and

procedures.

45. Comcast shall list the toll-free telephone number of the Department on its bills and in the “complaint procedures” section of its annual notices along with the following language: “You should first try to resolve any complaint or dispute directly with Comcast. If you remain unsatisfied by Comcast’s response, you may request assistance from the Vermont Department of Public Service Consumer Hotline by calling 1-800-622-4496.”

46. Comcast shall ensure that its “complaint procedure” and any other relevant sections of the annual notice provided to consumers in compliance with 47 C.F.R. § 76.102(b) identifies the “Vermont Public Utility Commission” as the local franchising authority for all Vermont systems.

47. Comcast shall at all times ensure that its annual customer notice is specific and detailed with respect to Vermont policies and procedures.

48. Comcast shall provide all customers at the time of installation with a clear, written notice complying with 47 C.F.R. § 76.1618 that the basic tier of service is available, its cost per month and a list of all services included in the basic tier.

49. Comcast shall ensure compliance with 47 C.F.R. § 76.309(c)(3), which requires that refund checks due to cable television customers shall be issued no later than (a) the earlier of the next billing cycle following resolution of the request or 30 days, or (b) the return of equipment supplied by the operator if service is terminated.

Institutional Networks

50. Comcast, or its duly designated agent, shall develop and submit a proposal within the time provided in a request for proposal (“RFP”), or if no time is specified then within 90 days, in response to any qualified RFP issued by a state or local government agency, educational institution (accredited elementary schools, secondary schools, colleges and universities and libraries open to the general public) or educational or governmental access entity (“institutions”) seeking an institutional network for voice, video or data within its franchised area. An RFP should permit a minimum of 90 days for response and shall be deemed qualified if it contains the following information: the specific locations to be linked (which may include interconnection points with other cable systems or telecommunications providers to be determined later); the

desired transmission capacity or amount of dark optical fiber; and a description of the desired applications to be operated over the institutional network. Comcast, or its duly authorized agent, shall not be required to construct dedicated facilities for institutional networks where facilities shared with other services and networks meet the requirements of the institutions. Fulfillment of an RFP involving dark fiber shall not require interconnection of that dark fiber with Comcast's hybrid fiber coaxial grid or with any of the Company's headends, nor shall the institution or the users have access to or rights in those headends. It is understood that Comcast will, at most, lease dark fiber but not sell it. It is understood that Comcast may decline to fulfill an RFP requiring dark fiber if the necessary labor and/or material is unavailable or is not available on customary and satisfactory terms.

51. Comcast shall diligently perform its obligations in this Certificate with respect to institutional networks, but conditions may arise that prevent or delay its performance because of causes beyond Comcast's reasonable control including, without limiting the generality of the foregoing, flood, earthquake, hurricane, ice storm, blizzard, fire, explosion, war, riot, civil disturbance, labor disturbance, strike, sabotage, and restraint by court that, by exercise of due diligence and foresight, Comcast could not have been expected to avoid. If Comcast is rendered unable to fulfill any obligations by reason of such causes, it shall be excused from performing for the time and to the extent it is prevented or delayed from so doing, but shall exercise due diligence to correct such inability with all reasonable dispatch.

52. Comcast's, or its duly designated agent's, response to a qualified RFP shall include the terms and conditions, including but not limited to rates, tolls or charges, under which it would make available the institutional network to the requesting entity. Charges for institutional networks shall not exceed Comcast's, or its duly authorized agent's, fully-allocated costs, including a rate of return of 11.25%, to provide the network.

53. Comcast, or its duly designated agent, shall not charge institutions for construction or extension of facilities used for institutional networks that are required to meet other obligations under its Certificate or provide services to other customers, either directly or through an affiliate. Comcast, or its duly authorized agent, may charge institutions a proportional share of line extensions not otherwise required that will be used for institutional networks but may also be

used to serve cable customers.

54. If Comcast submits a proposal in response to an RFP for an institutional network in accordance with condition 50 above, and that proposal is accepted by the requesting entity, then Comcast shall be obligated to provide service on the terms of the RFP or pursuant to the contract with the entity.

55. Comcast, or its duly designated agent, shall respond 24 hours a day, 7 days per week to outages or degradation of service below contracted service for institutional networks. If a reported problem with an institutional network cannot be corrected immediately, Comcast staff, or its duly designated agent's staff, shall promptly explain the status to the institution in person or via phone and provide the approximate time in which the problem will be resolved. A Comcast representative, or its duly designated agent, will verify with the institution that services are working either in person or via telephone before the trouble call is closed out. Comcast, or its duly authorized agent, shall provide institutions to which it provides institutional networks with a local manager to whom the institution can escalate unresolved problems.



Miscellaneous

56. Comcast shall provide each AMO and each school, public library, and municipality within its service area with a cable modem and internet access at no charge. The internet service provided to an AMO's base production facility shall be commercial-class service. Notwithstanding the foregoing, Comcast shall not be required to provide such courtesy modem and Internet service to AMOs after December 31, 2020.

57. Comcast shall provide the Commission, the Department, affected municipalities, and affected AMOs with complete descriptions of all material system rebuilds and upgrades at least 90 days prior to the planned changes commencement of construction, and in all cases sufficiently in advance to allow time for meaningful comments and possible integration of those comments into the planned rebuilds and upgrades.

58. This amendment of the CPG does not modify, limit or expand the terms set out in the Mediation Settlement Agreement dated July 11, 2019 (the "MSA"), which sets forth agreements as to the implementation of CPG by AMOs and Comcast.

Dated at Montpelier, Vermont, this 27th day of September, 2019.


_____) PUBLIC UTILITY
Anthony Z. Roisman)
_____) COMMISSION

_____) OF VERMONT
Sarah Hoffman)

OFFICE OF THE CLERK

Filed: September 27, 2019

Attest: Judith C. Whitney
Clerk of the Commission

Notice to Readers: This decision is subject to revision of technical errors. Readers are requested to notify the Clerk of the Commission (by e-mail, telephone, or in writing) of any apparent errors, in order that any necessary corrections may be made. (E-mail address: puc.clerk@vermont.gov)