

1 CITY OF LITTLETON, COLORADO

2
3 ORDINANCE NO. 9

4
5 Series, 2015

6
7 INTRODUCED BY COUNCILMEMBERS: BRINKMAN & STAHLMAN

8
9 AN ORDINANCE OF THE CITY OF LITTLETON,
10 COLORADO, DELETING CHAPTER 9 AND AMENDING
11 CHAPTER 10 OF TITLE 8 OF THE LITTLETON
12 MUNICIPAL CODE REGARDING CABLE TELEVISION
13 FRANCHISE.

14
15 WHEREAS, the regional customer service cable standards were revised in 2013;

16
17 WHEREAS, the deletions, amendments and additions to the Littleton Municipal
18 Code sections regarding cable television franchise reflect the revised standards and eliminate old,
19 irrelevant language in the code;

20
21 NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF
22 THE CITY OF LITTLETON, COLORADO, THAT:

23
24 Section 1: Chapter 9 of Title 8 is hereby deleted in its entirety.

25
26 Section 2: Chapter 10 of Title 8 is hereby amended as follows:

27
28 CABLE CUSTOMER SERVICE STANDARDS

29 8-10-1: POLICY:

30
31 (A) The cable operator should ~~be permitted the option and autonomy to first~~ resolve citizen
32 complaints without delay and interference from the Franchising Authority.

33 (B) Where a given complaint is not addressed by the cable operator to the citizen's satisfaction,
34 the Franchising Authority should intervene. In addition, where a pattern of ~~or~~ unremedied
35 COMPLAINTS OR noncompliance with the standards is identified, the Franchising Authority
36 should prescribe a cure and establish a ~~thirty (30) day~~ REASONABLE deadline for
37 implementation of the cure. If the noncompliance is not cured within ~~thirty (30)~~
38 ~~days~~ ESTABLISHED DEADLINES, monetary sanctions should be imposed to encourage
39 compliance AND DETER FUTURE NON-COMPLIANCE.

40 (C) These standards are intended to be of general application, AND ARE EXPECTED TO BE
41 MET UNDER NORMAL OPERATING CONDITIONS; however, the cable operator shall be
42 relieved of any obligations hereunder if it is unable to perform due to a region-wide natural
43 emergency or in the event of force majeure affecting a significant portion of the franchise area.
44 The cable operator is free to exceed these standards to the benefit of its customers and such shall
45 be considered performance for the purposes of these standards. ~~(Ord. 25, Series of 1994)~~

1 THESE STANDARDS SUPERCEDE ANY CONTRADICTORY OR INCONSISTENT
2 PROVISION IN FEDERAL, STATE OR LOCAL LAW (SOURCE: 47 U.S.C. § 552(A)(1)
3 AND (D)), PROVIDED, HOWEVER, THAT ANY PROVISION IN FEDERAL, STATE OR
4 LOCAL LAW, OR IN ANY ORIGINAL FRANCHISE AGREEMENT OR RENEWAL
5 AGREEMENT, THAT IMPOSES A HIGHER OBLIGATION OR REQUIREMENT THAN IS
6 IMPOSED BY THESE STANDARDS, SHALL NOT BE CONSIDERED CONTRADICTORY
7 OR INCONSISTENT WITH THESE STANDARDS. IN THE EVENT OF A CONFLICT
8 BETWEEN THESE STANDARDS AND A FRANCHISE AGREEMENT, THE FRANCHISE
9 AGREEMENT SHALL CONTROL.

10
11 THESE STANDARDS APPLY TO THE PROVISION OF ANY CABLE SERVICE,
12 PROVIDED BY A CABLE OPERATOR OVER A CABLE SYSTEM, WITHIN THE CITY OF
13 LITTLETON.

14
15 8-10-2: DEFINITIONS:

16 When used in these customer service standards (~~hereinafter~~ the "standards"), the following
17 words, phrases, and terms shall have the meanings given below:

18
19 ~~ADOPTION~~ "ADOPTION" SHALL MEAN: The process necessary to formally enact the
20 standards within the Franchising Authority's jurisdiction, ~~or to approve the model franchise~~
21 ~~agreement adopted by the TCI Renewal Group of the GMCC (the "MFA") incorporating the~~
22 ~~standards,~~ under applicable ordinances and laws.

23
24 "AFFILIATE" SHALL MEAN ANY PERSON OR ENTITY THAT IS OWNED OR
25 CONTROLLED BY, OR UNDER COMMON OWNERSHIP OR CONTROL WITH, A
26 CABLE OPERATOR, AND PROVIDES ANY CABLE SERVICE OR OTHER SERVICE.

27
28 "APPLICABLE LAW" SHALL MEAN, WITH RESPECT TO THESE STANDARDS AND
29 ANY CABLE OPERATOR'S PRIVACY POLICIES, ANY STATUTE, ORDINANCE,
30 JUDICIAL DECISION, EXECUTIVE ORDER OR REGULATION HAVING THE FORCE
31 AND EFFECT OF LAW THAT DETERMINES THE LEGAL STANDING OF A CASE OR
32 ISSUE.

33
34 ~~CABLE OPERATOR~~ "CABLE OPERATOR" SHALL MEAN: Any person OR GROUP OF
35 PERSONS (A) WHO PROVIDES CABLE SERVICE OVER A CABLE SYSTEM AND
36 DIRECTLY OR THROUGH ONE OR MORE AFFILIATES OWNS A SIGNIFICANT
37 INTEREST IN SUCH CABLE SYSTEM, OR (B) WHO OTHERWISE CONTROLS OR IS
38 RESPONSIBLE FOR, THROUGH ANY ARRANGEMENT, THE MANAGEMENT AND
39 OPERATION OF SUCH A CABLE SYSTEM. SOURCE: 47 U.S.C. § 522(5). ~~granted a~~
40 ~~franchise to operate, or operating, a cable television, data transfer, or telecommunications system~~
41 ~~within any area of jurisdiction of the Franchising Authority, and, in the MFA, the grantee, or~~
42 ~~such person's employees, agents, contractors, or subcontractors.~~

43
44 "CABLE SERVICE" SHALL MEAN (A) THE ONE-WAY TRANSMISSION TO

1 SUBSCRIBERS OF (I) VIDEO PROGRAMMING, OR (II) OTHER PROGRAMMING
2 SERVICE, AND (B) SUBSCRIBER INTERACTION, IF ANY, WHICH IS REQUIRED FOR
3 THE SELECTION OR USE OF SUCH VIDEO PROGRAMMING OR OTHER
4 PROGRAMMING SERVICE. SOURCE: 47 U.S.C. § 522(6). FOR PURPOSES OF THIS
5 DEFINITION, "VIDEO PROGRAMMING" IS PROGRAMMING PROVIDED BY, OR
6 GENERALLY CONSIDERED COMPARABLE TO PROGRAMMING PROVIDED BY A
7 TELEVISION, BROADCAST STATION. SOURCE: 47 U.S.C. § 522(20). "OTHER
8 PROGRAMMING SERVICE" IS INFORMATION THAT A CABLE OPERATOR MAKES
9 AVAILABLE TO ALL SUBSCRIBERS GENERALLY. SOURCE: 47 U.S.C. § 522(14).

10
11 "CABLE SYSTEM" SHALL MEAN A FACILITY, CONSISTING OF A SET OF CLOSED
12 TRANSMISSION PATHS AND ASSOCIATED SIGNAL GENERATION, RECEPTION, AND
13 CONTROL EQUIPMENT THAT IS DESIGNED TO PROVIDE CABLE SERVICE WHICH
14 INCLUDES VIDEO PROGRAMMING AND WHICH IS PROVIDED TO MULTIPLE
15 SUBSCRIBERS WITHIN A COMMUNITY, BUT SUCH TERM DOES NOT INCLUDE (A) A
16 FACILITY THAT SERVES ONLY TO RETRANSMIT THE TELEVISIONS SIGNALS OF
17 ONE OR MORE TELEVISION BROADCAST STATIONS, OR (B) A FACILITY THAT
18 SERVES SUBSCRIBERS WITHOUT USING ANY PUBLIC RIGHT OF WAY. SOURCE: 47
19 U.S.C. § 522(7).

20
21 "CITY" SHALL MEAN THE CITY OF ~~LITTLETON~~, COLORADO.

22
23 "COLORADO COMMUNICATIONS AND UTILITIES ALLIANCE" (OR CCUA) SHALL
24 MEAN AN ASSOCIATION COMPRISED PRIMARILY OF LOCAL GOVERNMENTAL
25 SUBDIVISIONS OF THE STATE OF COLORADO, OR ANY SUCCESSOR ENTITY. THE
26 CCUA MAY, ON BEHALF OF ITS MEMBERS, BE DELEGATED THE AUTHORITY TO
27 REVIEW, INVESTIGATE OR OTHERWISE TAKE SOME RELATED ROLE IN THE
28 ADMINISTRATION AND/OR ENFORCEMENT OF ANY FUNCTIONS UNDER THESE
29 STANDARDS.

30
31 "CONTRACTOR" SHALL MEAN A PERSON OR ENTITY THAT AGREES BY
32 CONTRACT TO FURNISH MATERIALS OR PERFORM SERVICES FOR ANOTHER AT A
33 SPECIFIED CONSIDERATION.

34
35 ~~CUSTOMER~~ "CUSTOMER" SHALL MEAN: Any person who receives service of any ~~sort~~
36 CABLE SERVICE from the cable operator.

37
38 ~~CUSTOMER SERVICE REPRESENTATIVE~~ CUSTOMER SERVICE REPRESENTATIVE
39 ~~(OR~~ OR ~~or~~ "CSR" SHALL MEAN): Any person employed ~~by the~~ WITH OR UNDER CONTRACT
40 OR SUBCONTRACT TO A cable operator to assist, or provide service to, customers, whether
41 by ~~answering public telephone lines~~, writing service or installation orders, answering customers'
42 questions IN PERSON, receiving and processing payments, or performing other customer
43 service-related tasks.
44

1 “ESCALATED COMPLAINT” SHALL MEAN A COMPLAINT THAT IS REFERRED TO A
2 CABLE OPERATOR BY THE FRANCHISING AUTHORITY.

3
4 ~~FRANCHISING AUTHORITY~~ “FRANCHISING AUTHORITY” SHALL MEAN: the
5 ~~City and/or the Greater Metro Cable Consortium, and/or, in the MFA, the grantor.~~

6
7 ~~GREATER METRO CABLE CONSORTIUM (OR "GMCC"): A Colorado agency formed by~~
8 ~~intergovernmental agreement between its members, local governmental subdivisions of the State~~
9 ~~of Colorado. The GMCC may be delegated the authority to enforce cable television franchises~~
10 ~~and cable system operations for its member communities, and may administer any or all~~
11 ~~functions under these standards. (Ord. 25, Series of 1994)~~

12
13 "NECESSARY" SHALL MEAN REQUIRED OR INDISPENSABLE.

14
15 "NON-CABLE-RELATED PURPOSE" SHALL MEAN ANY PURPOSE THAT IS NOT
16 NECESSARY TO RENDER OR CONDUCT A LEGITIMATE BUSINESS ACTIVITY
17 RELATED TO A CABLE SERVICE OR OTHER SERVICE PROVIDED BY A CABLE
18 OPERATOR TO A CUSTOMER. MARKET RESEARCH, TELEMARKETING, AND OTHER
19 MARKETING OF SERVICES OR PRODUCTS THAT ARE NOT RELATED TO A CABLE
20 SERVICE OR OTHER SERVICE PROVIDED BY A CABLE OPERATOR TO A
21 CUSTOMER SHALL BE CONSIDERED NON-CABLE-RELATED PURPOSES.

22
23 “NORMAL BUSINESS HOURS” SHALL MEAN THOSE HOURS DURING WHICH MOST
24 SIMILAR BUSINESSES IN THE COMMUNITY ARE OPEN TO SERVE CUSTOMERS. IN
25 ALL CASES, “NORMAL BUSINESS HOURS” MUST INCLUDE AT LEAST SOME
26 EVENING HOURS ONE NIGHT PER WEEK, AND INCLUDE SOME WEEKEND HOURS.
27 SOURCE: 47 C.F.R. § 76.309.

28
29 “NORMAL OPERATING CONDITIONS” SHALL MEAN THOSE SERVICE CONDITIONS
30 WHICH ARE WITHIN THE CONTROL OF A CABLE OPERATOR. CONDITIONS WHICH
31 ARE NOT WITHIN THE CONTROL OF A CABLE OPERATOR INCLUDE, BUT ARE NOT
32 NECESSARILY LIMITED TO, NATURAL DISASTERS, CIVIL DISTURBANCES, POWER
33 OUTAGES, TELEPHONE NETWORK OUTAGES, AND SEVERE OR UNUSUAL
34 WEATHER CONDITIONS. CONDITIONS WHICH ARE ORDINARILY WITHIN THE
35 CONTROL OF A CABLE OPERATOR INCLUDE, BUT ARE NOT NECESSARILY
36 LIMITED TO, SPECIAL PROMOTIONS, PAY-PER-VIEW EVENTS, RATE INCREASES,
37 REGULAR PEAK OR SEASONAL DEMAND PERIODS AND MAINTENANCE OR
38 UPGRADE TO THE CABLE SYSTEM.

39
40 “OTHER SERVICE(S)” SHALL MEAN ANY WIRE OR RADIO COMMUNICATIONS
41 SERVICE PROVIDED USING ANY OF THE FACILITIES OF A CABLE OPERATOR THAT
42 ARE USED IN THE PROVISION OF CABLE SERVICE.

43
44 "PERSONALLY IDENTIFIABLE INFORMATION" SHALL MEAN SPECIFIC

1 INFORMATION ABOUT AN IDENTIFIED CUSTOMER, INCLUDING, BUT NOT BE
2 LIMITED TO, A CUSTOMER'S (A) LOGIN INFORMATION FOR THE USE OF CABLE
3 SERVICE AND MANAGEMENT OF A CUSTOMER'S CABLE SERVICE ACCOUNT, (B)
4 EXTENT OF VIEWING OF VIDEO PROGRAMMING OR OTHER SERVICES, (C)
5 SHOPPING CHOICES, (D) INTERESTS AND OPINIONS, (E) ENERGY USES, (F)
6 MEDICAL INFORMATION, (G) BANKING DATA OR INFORMATION, OR (H) ANY
7 OTHER PERSONAL OR PRIVATE INFORMATION. "PERSONALLY IDENTIFIABLE
8 INFORMATION" SHALL NOT MEAN ANY AGGREGATE INFORMATION ABOUT
9 CUSTOMERS WHICH DOES NOT IDENTIFY PARTICULAR PERSONS, OR
10 INFORMATION GATHERED BY A CABLE OPERATOR NECESSARY TO INSTALL,
11 REPAIR OR SERVICE EQUIPMENT OR CABLE SYSTEM FACILITIES AT A
12 CUSTOMER'S PREMISES.

13
14 "SERVICE INTERRUPTION" OR "INTERRUPTION" SHALL MEAN (I) THE LOSS OR
15 SUBSTANTIAL IMPAIRMENT OF PICTURE AND/OR SOUND ON ONE OR MORE
16 CABLE TELEVISION CHANNELS.

17
18 "SERVICE OUTAGE" OR "OUTAGE" SHALL MEAN A LOSS OR SUBSTANTIAL
19 IMPAIRMENT IN RECEPTION ON ALL CHANNELS.

20
21 "SUBCONTRACTOR" SHALL MEAN A PERSON OR ENTITY THAT ENTERS INTO A
22 CONTRACT TO PERFORM PART OR ALL OF THE OBLIGATIONS OF ANOTHER'S
23 CONTRACT.

24
25 "WRITING" OR "WRITTEN" AS THE TERM APPLIES TO NOTIFICATION SHALL
26 INCLUDE ELECTRONIC COMMUNICATIONS.

27
28 ANY TERMS NOT SPECIFICALLY DEFINED IN THESE STANDARDS SHALL BE
29 GIVEN THEIR ORDINARY MEANING, OR WHERE OTHERWISE DEFINED IN
30 APPLICABLE FEDERAL LAW, SUCH TERMS SHALL BE INTERPRETED CONSISTENT
31 WITH THOSE DEFINITIONS.

32
33 8-10-3: CUSTOMER SERVICE:

34
35 (A) Courtesy: All CABLE OPERATOR employees, CONTRACTORS AND
36 SUBCONTRACTORS ~~of the cable operator~~ shall be courteous, knowledgeable and helpful and
37 shall provide effective and satisfactory service in all contacts with customers.

38
39 (B) Accessibility:

40
41 1. A CABLE OPERATOR SHALL PROVIDE CUSTOMER SERVICE CENTERS/BUSINESS
42 OFFICES ("SERVICE CENTERS") WHICH ARE CONVENIENTLY LOCATED, AND
43 WHICH ARE OPEN DURING NORMAL BUSINESS HOURS. SERVICE CENTERS SHALL
44 BE FULLY STAFFED WITH CUSTOMER SERVICE REPRESENTATIVES OFFERING

1 THE FOLLOWING SERVICES TO CUSTOMERS WHO COME TO THE SERVICE
2 CENTER: BILL PAYMENT, EQUIPMENT EXCHANGE, PROCESSING OF CHANGE OF
3 SERVICE REQUESTS, AND RESPONSE TO CUSTOMER INQUIRIES AND REQUEST.

4
5 UNLESS OTHERWISE REQUESTED BY THE CITY, A CABLE OPERATOR SHALL POST
6 A SIGN AT EACH SERVICE CENTER, VISIBLE FROM THE OUTSIDE OF THE SERVICE
7 CENTER, ADVISING CUSTOMERS OF ITS HOURS OF OPERATION AND OF THE
8 TELEPHONE NUMBER AT WHICH TO CONTACT THE CABLE OPERATOR IF THE
9 SERVICE CENTER IS NOT OPEN AT THE TIMES POSTED.

10
11 THE CABLE OPERATOR SHALL USE COMMERCIALY REASONABLE EFFORTS TO
12 IMPLEMENT AND PROMOTE "SELF-HELP" TOOLS AND TECHNOLOGY, IN ORDER
13 TO RESPOND TO THE GROWING DEMAND OF CUSTOMERS WHO WISH TO
14 INTERACT WITH THE CABLE OPERATOR ON THE CUSTOMER'S OWN TERMS AND
15 TIMELINE AND AT THEIR OWN CONVENIENCE, WITHOUT HAVING TO TRAVEL TO
16 A SERVICE CENTER. WITHOUT LIMITATION, EXAMPLES OF SELF-HELP TOOLS OR
17 TECHNOLOGY MAY INCLUDE SELF-INSTALLATION KITS TO CUSTOMERS UPON
18 REQUEST; PRE-PAID MAILERS FOR THE RETURN OF EQUIPMENT UPON
19 CUSTOMER REQUEST; AN AUTOMATED PHONE OPTION FOR CUSTOMER BILL
20 PAYMENTS; AND EQUIPMENT EXCHANGES AT A CUSTOMER'S RESIDENCE IN THE
21 EVENT OF DAMAGED EQUIPMENT. A CABLE OPERATOR SHALL PROVIDE FREE
22 EXCHANGES OF FAULTY EQUIPMENT AT THE CUSTOMER'S ADDRESS IF THE
23 EQUIPMENT HAS NOT BEEN DAMAGED IN ANY MANNER DUE TO THE FAULT OR
24 NEGLIGENCE OF THE CUSTOMER

25
26 ~~Within sixty (60) days of the effective date of these standards, the cable operator shall provide, at~~
27 ~~sites acceptable to the Franchising Authority, customer service centers/business offices ("service~~
28 ~~centers") such that no customer shall be located further than ten (10) miles away from a service~~
29 ~~center. Except as otherwise approved by the Franchising Authority, all service centers shall be~~
30 ~~open Monday through Friday from eight o'clock (8:00) A.M. to six o'clock (6:00) P.M., and from~~
31 ~~nine o'clock (9:00) A.M. to one o'clock (1:00) P.M. Saturdays, and shall be fully staffed with~~
32 ~~CSRs offering the following services to customers who come to the service center: bill payment,~~
33 ~~equipment exchange, processing of change of service requests, and response to customer~~
34 ~~inquiries and requests. The Franchising Authority may approve alternatives for service centers~~
35 ~~offering lesser services at any site to which the public has general access. The cable operator~~
36 ~~shall post a sign at each service center advising customers of its hours of operation and of the~~
37 ~~addresses and telephone numbers at which to contact the Franchising Authority and the cable~~
38 ~~operator if the service center is not open at the times posted. The cable operator shall provide~~
39 ~~free exchanges of faulty converters at the customer's address.~~

40
41 2. The cable operator shall maintain local telephone access lines that shall be available twenty-
42 four (24) hours a day, seven (7) days a week for service/repair requests and billing/SERVICE
43 inquiries.
44

3. The cable operator shall have dispatchers and technicians on call twenty four (24) hours a day, seven (7) days a week, including legal holidays.

4. IF A CUSTOMER SERVICE TELEPHONE CALL IS ANSWERED WITH A RECORDED MESSAGE PROVIDING THE CUSTOMER WITH VARIOUS MENU OPTIONS TO ADDRESS THE CUSTOMER'S CONCERN, THE RECORDED MESSAGE MUST PROVIDE THE CUSTOMER THE OPTION TO CONNECT TO AND SPEAK WITH A CSR WITHIN SIXTY (60) SECONDS OF THE COMMENCEMENT OF THE RECORDING. DURING NORMAL BUSINESS HOURS, A CABLE OPERATOR SHALL RETAIN SUFFICIENT CUSTOMER SERVICE REPRESENTATIVES AND TELEPHONE LINE CAPACITY TO ENSURE THAT TELEPHONE CALLS TO TECHNICAL SERVICE/REPAIR AND BILLING/SERVICE INQUIRY LINES ARE ANSWERED BY A CUSTOMER SERVICE REPRESENTATIVE WITHIN THIRTY (30) SECONDS OR LESS FROM THE TIME A CUSTOMER CHOOSES A MENU OPTION TO SPEAK DIRECTLY WITH A CSR OR CHOOSES A MENU OPTION THAT PURSUANT TO THE AUTOMATED VOICE MESSAGE, LEADS TO A DIRECT CONNECTION WITH A CSR. UNDER NORMAL OPERATING CONDITIONS, THIS THIRTY (30) SECOND TELEPHONE ANSWER TIME REQUIREMENT STANDARD SHALL BE MET NO LESS THAN NINETY (90) PERCENT OF THE TIME MEASURED QUARTERLY.

~~The cable operator shall retain sufficient CSRs and telephone line capacity to ensure that telephone calls to service/repair and billing inquiry lines are answered by a CSR within thirty (30) seconds or less, and that any transfers are made within thirty (30) seconds. These standards shall be met no less than ninety percent (90%) of the time measured monthly.~~

5. UNDER NORMAL OPERATING CONDITIONS, A CUSTOMER SHALL NOT RECEIVE A The total number of calls receiving busy signals shall not exceed MORE THAN three percent (3%) of the total telephone calls TIME. This standard shall be met ninety percent (90%) or more of the time, measured monthly QUARTERLY.

(C) Responsiveness:

1. Guaranteed Seven-Day Residential Installation:

(a) The cable operator shall complete all standard residential installations OR MODIFICATIONS TO SERVICE requested by customers within seven (7) business days after the order is placed, unless a later date for installation is requested. "Standard" residential installations are those located up to one hundred twenty five feet (125') from the existing distribution system. If the customer requests a nonstandard residential installation, or the cable operator determines that a nonstandard residential installation is required, the cable operator shall provide the customer in advance with a total installation cost estimate and an estimated date of completion.

(b) All underground cable drops ~~from the curb~~ to the home shall be buried at a depth of no less

1 than twelve inches (12"), OR SUCH OTHER DEPTH AS MAY BE REQUIRED BY THE
2 FRANCHISE AGREEMENT OR LOCAL CODE PROVISIONS, OR IF THERE ARE NO
3 APPLICABLE FRANCHISE OR CODE REQUIREMENTS, AT SUCH OTHER DEPTHS AS
4 MAY BE AGREED TO BY THE PARTIES IF OTHER CONSTRUCTION CONCERNS
5 PRECLUDE THE TWELVE INCH REQUIREMENT. and within no more than one calendar
6 week from the initial installation, or at a time mutually agreed upon between the cable operator
7 and the customer.
8

9 2. Residential Installation And Service Appointments:

10
11 (a) THE "APPOINTMENT WINDOW" ALTERNATIVES FOR SPECIFIC INSTALLATIONS,
12 SERVICE CALLS, AND/OR OTHER INSTALLATION ACTIVITIES WILL BE EITHER A
13 SPECIFIC TIME, OR AT A MAXIMUM, A FOUR (4) HOUR TIME BLOCK BETWEEN
14 THE HOURS OF 8:00 A.M. AND 6:00 P.M., SIX (6) DAYS PER WEEK. A CABLE
15 OPERATOR MAY SCHEDULE SERVICE CALLS AND OTHER INSTALLATION
16 ACTIVITIES OUTSIDE OF THE ABOVE DAYS AND HOURS FOR THE EXPRESS
17 CONVENIENCE OF CUSTOMERS. FOR PURPOSES OF THIS SUBSECTION
18 "APPOINTMENT WINDOW" MEANS THE PERIOD OF TIME IN WHICH THE
19 REPRESENTATIVE OF THE CABLE OPERATOR MUST ARRIVE AT THE CUSTOMER'S
20 LOCATION.
21

22 ~~Customers requesting installation of cable service or service to an existing installation may~~
23 ~~choose any of the following blocks of time for the installation appointment: eight o'clock (8:00)~~
24 ~~A.M. to twelve o'clock (12:00) noon; twelve o'clock (12:00) noon to four o'clock (4:00) P.M.;~~
25 ~~four o'clock (4:00) P.M. to eight o'clock (8:00) P.M.; or a four (4) hour block of time mutually~~
26 ~~agreed upon by the customer and the cable operator. The cable operator may not cancel an~~
27 ~~appointment with a customer after five o'clock (5:00) P.M. on the day before the scheduled~~
28 ~~appointment, except for appointments scheduled within twelve (12) hours after the initial call.~~
29

30 (b) A CABLE OPERATOR MAY NOT CANCEL AN APPOINTMENT WITH A CUSTOMER
31 AFTER THE CLOSE OF BUSINESS ON THE BUSINESS DAY PRIOR TO THE
32 SCHEDULED APPOINTMENT, UNLESS THE CUSTOMER'S ISSUE HAS OTHERWISE
33 BEEN RESOLVED.
34

35 (c) IF A CABLE OPERATOR IS RUNNING LATE FOR AN APPOINTMENT WITH A
36 CUSTOMER AND WILL NOT BE ABLE TO KEEP THE APPOINTMENT AS
37 SCHEDULED, THE CABLE OPERATOR SHALL TAKE REASONABLE EFFORTS TO
38 CONTACT THE CUSTOMER PROMPTLY, BUT IN NO EVENT LATER THAN THE END
39 OF THE APPOINTMENT WINDOW. THE APPOINTMENT WILL BE RESCHEDULED, AS
40 NECESSARY AT A TIME THAT IS CONVENIENT TO THE CUSTOMER, WITHIN
41 NORMAL BUSINESS HOURS OR AS MAY BE OTHERWISE AGREED TO BETWEEN
42 THE CUSTOMER AND CABLE OPERATOR.
43

44 ~~The cable operator shall contact by telephone, mail, or in person, every customer within two (2)~~

~~weeks after installation to assure the customer's satisfaction with the work completed. All responses shall be recorded, and retained by the cable operator, and made easily available to the Franchising Authority upon request.~~

(ed) The cable operator shall be deemed to have responded to a request for service under the provisions of this Section when a technician arrives within the agreed upon time, and, if the customer is absent when the technician arrives, the technician leaves written notification of arrival and return time, and a copy of that notification is kept by the cable operator. In such circumstances, the cable operator shall contact the customer within forty-eight (48) hours.

3. Residential Service Interruptions:

(a) In the event of system outages ~~(loss of reception on all channels)~~ resulting from cable operator equipment failure ~~affecting five (5) or more customers~~, the cable operator shall correct such failure within two (2) hours after the third customer call is received.

(b) All other service interruptions resulting from cable operator equipment failure shall be corrected by the cable operator by the end of the next calendar day.

(c) RECORDS OF COMPLAINTS.

(i) ~~_____~~ The cable operator shall keep an accurate and comprehensive file of any ~~and all~~ complaints regarding the cable system or its operation of the cable system, in a manner consistent with the privacy rights of customers, and the cable operator's actions in response to those complaints. These files shall remain ~~open to~~ AVAILABLE FOR VIEWING BY the Franchising Authority ~~and the public~~ during normal business hours AT THE CABLE OPERATOR'S BUSINESS OFFICE, AND SHALL BE RETAINED BY THE CABLE OPERATOR FOR A PERIOD OF AT LEAST THREE (3) YEARS.

(ii) UPON WRITTEN REQUEST A CABLE OPERATOR-Grantee shall provide-grantor THE FRANCHISING AUTHORITY an executive summary monthlyQUARTERLY, which shall include information concerning customer complaints REFERRED BY THE FRANCHISING AUTHORITY TO THE GRANTEE AND ANY OTHER REQUIREMENTS OF A FRANCHISE AGREEMENT BUT NO PERSONALLY IDENTIFIABLE INFORMATION. THESE SUMMARIES SHALL BE PROVIDED WITHIN FIFTEEN (15) DAYS AFTER THE END OF EACH QUARTER. ONCE A REQUEST IS MADE, IT NEED NOT BE REPEATED AND QUARTERLY EXECUTIVE SUMMARIES SHALL BE PROVIDED BY THE CABLE OPERATOR UNTIL NOTIFIED IN WRITING BY THE FRANCHISING AUTHORITY THAT SUCH SUMMARIES ARE NO LONGER REQUIRED.

(iii) A-UPON WRITTEN REQUEST A summary of service requests, identifying the number and nature of the requests and their disposition, shall also be completed by the cable operator for each ~~month-QUARTER~~ and submitted to the Franchising Authority by the ~~tenth-FIFTEENTH~~ (15th) day of the ~~succeeding~~-month AFTER EACH CALENDAR QUARTER. ONCE A REQUEST IS MADE, IT NEED NOT BE REPEATED AND QUARTERLY SUMMARY OF

SERVICE REQUESTS SHALL BE PROVIDED BY THE CABLE OPERATOR UNTIL NOTIFIED IN WRITING BY THE FRANCHISING AUTHORITY THAT SUCH SUMMARIES ARE NO LONGER REQUIRED. COMPLAINTS SHALL BE BROKEN OUT BY THE NATURE OF THE COMPLAINT AND THE TYPE OF CABLE SERVICE SUBJECT TO THE COMPLAINT .

(d) RECORDS OF SERVICE INTERRUPTIONS AND OUTAGES. A CABLE OPERATOR SHALL MAINTAIN RECORDS OF ALL OUTAGES AND REPORTED SERVICE INTERRUPTIONS. SUCH RECORDS SHALL INDICATE THE TYPE OF CABLE SERVICE INTERRUPTED, INCLUDING THE REASONS FOR THE INTERRUPTIONS. A log of all service interruptions shall be maintained and provided to the Franchising Authority quarterly. UPON WRITTEN REQUEST, WITHIN FIFTEEN (15) DAYS AFTER THE END OF EACH QUARTER. SUCH RECORDS SHALL BE SUBMITTED TO THE FRANCHISING AUTHORITY WITH THE RECORDS IDENTIFIED IN SECTION 3.C.II ABOVE IF SO REQUESTED IN WRITING, AND SHALL BE RETAINED BY THE CABLE OPERATOR FOR A PERIOD OF THREE (3) YEARS.

(de) All service outages and interruptions for any cause beyond the control of the cable operator shall be corrected within thirty-six (36) hours after the conditions beyond its control have been corrected.

4. TV Reception:

(a) The cable operator shall provide clear television reception that meets or exceeds technical standards established by the United States Federal Communications Commission (the "FCC"). The cable operator shall render efficient service, make repairs promptly, and interrupt service only for good cause and for the shortest time possible. Scheduled interruptions shall be preceded by notice and shall occur during periods of minimum use of the system, preferably between ~~twelve o'clock (12:00)~~ midnight and six ~~o'clock~~ (6:00) A.M.

(b) If a customer experiences poor video or audio reception attributable to the cable operator's equipment, the cable operator shall:

(i) ~~repair~~ ASSESS the problem ~~no later than the~~ WITHIN ONE (1) day following the customer call. OF NOTIFICATION;

(ii) COMMUNICATE WITH THE CUSTOMER REGARDING THE NATURE OF THE PROBLEM AND THE EXPECTED TIME FOR REPAIR;

(iii) COMPLETE THE REPAIR WITHIN TWO (2) DAYS OF ASSESSING THE PROBLEM UNLESS CIRCUMSTANCES EXIST THAT REASONABLY REQUIRE ADDITIONAL TIME.

(c) If an appointment is necessary TO ADDRESS ANY VIDEO OR AUDIO RECEPTION problem, the customer may choose the same blocks of time described in subsection (C)2 of this Section III.C.2.a. At the customer's request, the cable operator shall repair the problem at a later

time convenient to the customer, DURING NORMAL BUSINESS HOURS OR AT SUCH OTHER TIME AS MAY BE AGREED TO BY THE CUSTOMER AND CABLE OPERATOR. A CABLE OPERATOR SHALL MAINTAIN PERIODIC COMMUNICATIONS WITH A CUSTOMER DURING THE TIME PERIOD IN WHICH PROBLEM ASCERTAINMENT AND REPAIR ARE ONGOING, SO THAT THE CUSTOMER IS ADVISED OF THE STATUS OF THE CABLE OPERATOR'S EFFORTS TO ADDRESS THE PROBLEM.

5. Problem Resolution: The CSRs shall have the authority to provide credit for interrupted service ~~or any of the other credits listed in Section 8-10-5 of this Chapter~~, to waive fees, to schedule service appointments and to change billing cycles, where appropriate. Any difficulties that cannot be resolved by the CSR shall be referred to the appropriate supervisor who shall contact the customer within four (4) hours and resolve the problem within forty eight (48) hours or within such other time frame as is acceptable to the customer and the cable operator.

6. Billing, Credits, And Refunds:

(a) IN ADDITION TO OTHER OPTIONS FOR PAYMENT OF A CUSTOMER'S SERVICE BILL, A CABLE OPERATOR SHALL MAKE AVAILABLE A TELEPHONE PAYMENT OPTION WHERE A CUSTOMER WITHOUT ACCOUNT IRREGULARITIES CAN ENTER PAYMENT INFORMATION THROUGH AN AUTOMATED SYSTEM, WITHOUT THE NECESSITY OF SPEAKING TO A CSR. ~~The cable operator shall convert to an anniversary billing system or similar system of billing no later than December 31, 1996. The cable operator shall submit reports to the Franchising Authority regarding its progress towards converting to said system at least quarterly. Should these reports indicate that the conversion can practicably take place prior to the abovementioned date, cable operator shall so convert. On the date when the cable operator converts to the anniversary billing system, the following conditions shall apply:~~

(b) ~~A~~the cable operator shall allow at least thirty (30) days from the beginning date of the applicable service period for payment of a customer's service bill for that period. If a customer's service bill is not paid within that period of time the cable operator may apply an administrative fee to the customer's account. THE ADMINISTRATIVE FEE MUST REFLECT THE AVERAGE COSTS INCURRED BY THE CABLE OPERATOR IN ATTEMPTING TO COLLECT THE PAST DUE PAYMENT IN ACCORDANCE WITH APPLICABLE LAW. If the customer's service bill is not paid within ~~forty-five~~ (45) days of the beginning date of the applicable service period, the cable operator may perform a "soft" disconnect of the customer's service. If a customer's service bill is not paid within ~~fifty-two~~ (52) days of the beginning date of the applicable service period, the cable operator may disconnect the customer's service, provided it has provided two (2) weeks notice to the customer that such disconnection may result.

(~~bc~~) The cable operator shall issue a credit or refund to a customer within thirty (30) days after determining the customer's entitlement to a credit or refund.

(d) WHENEVER THE CABLE OPERATOR OFFERS ANY PROMOTIONAL OR

SPECIALLY PRICED SERVICE(S) ITS PROMOTIONAL MATERIALS SHALL CLEARLY IDENTIFY AND EXPLAIN THE SPECIFIC TERMS OF THE PROMOTION, INCLUDING BUT NOT LIMITED TO MANNER IN WHICH ANY PAYMENT CREDIT WILL BE APPLIED.

7. Treatment Of Property:

TO THE EXTENT THAT A FRANCHISE AGREEMENT DOES NOT CONTAIN THE FOLLOWING PROCEDURES FOR TREATMENT OF PROPERTY, OPERATOR SHALL COMPLY WITH THE PROCEDURES SET FORTH IN THIS SECTION.

(a) The cable operator shall keep tree trimming to a minimum. Trees and shrubs or other landscaping that are damaged by the cable operator, any employee or agent OF A CABLE OPERATOR during installation or construction shall be restored to their prior condition or replaced WITHIN SEVEN (7) DAYS, UNLESS SEASONAL CONDITIONS REQUIRE A LONGER TIME, IN WHICH CASE SUCH RESTORATION OR REPLACEMENT SHALL BE MADE WITHIN SEVEN (7) DAYS AFTER CONDITIONS PERMIT. Trees and shrubs ON PRIVATE PROPERTY shall not be removed without the prior permission of the owner or legal tenant of the property on which they are located. This provision shall be in addition to, and shall not supersede, any requirement in any franchise agreement. ~~Nothing herein contained in this Chapter shall be deemed to supersede the requirements of Chapter 4 of this Title.~~

(b) The cable operator shall, at its own cost and expense, and in a manner approved by the property owner and the Franchising Authority, restore any PRIVATE property to as good condition as before the work causing such disturbance was initiated. The cable operator shall repair, replace or compensate a property owner for any damage resulting from the cable operator's installation, construction, service or repair activities. IF COMPENSATION IS REQUESTED BY THE CUSTOMER FOR DAMAGE CAUSED BY ANY CABLE OPERATOR ACTIVITY, THE CABLE OPERATOR SHALL REIMBURSE THE PROPERTY OWNER ONE HUNDRED (100) PERCENT OF THE ACTUAL COST OF THE DAMAGE.

(c) Except in the case of an emergency involving public safety or service interruption to a large number of CUSTOMERS~~subscribers~~, the cable operator shall give reasonable notice to property owners or legal tenants prior to entering upon private premises, and the notice shall specify the work to be performed; provided that in the case of construction operations such notice shall be delivered or provided at least twenty-four (24) hours prior to entry. UNLESS SUCH NOTICE IS WAIVED BY THE CUSTOMER. FOR PURPOSES OF THIS SUBSECTION, "REASONABLE NOTICE" SHALL BE CONSIDERED:

i. FOR PEDESTAL INSTALLATION OR SIMILAR MAJOR CONSTRUCTION, SEVEN (7) DAYS.

ii. FOR ROUTINE MAINTENANCE, SUCH AS ADDING OR DROPPING SERVICE, TREE TRIMMING AND THE LIKE, REASONABLE NOTICE GIVEN THE CIRCUMSTANCES. UNLESS A FRANCHISE AGREEMENT HAS A DIFFERENT REQUIREMENT, REASONABLE NOTICE SHALL REQUIRE, AT A MINIMUM, PRIOR

1 NOTICE TO A PROPERTY OWNER OR TENANT, BEFORE ENTRY IS MADE ONTO
2 THAT PERSON'S PROPERTY.

3 iii. FOR EMERGENCY WORK A CABLE OPERATOR SHALL ATTEMPT TO
4 CONTACT THE PROPERTY OWNER OR LEGAL TENANT IN PERSON, AND SHALL
5 LEAVE A DOOR HANGER NOTICE IN THE EVENT PERSONAL CONTACT IS NOT
6 MADE. DOOR HANGARS MUST DESCRIBE THE ISSUE AND PROVIDE CONTACT
7 INFORMATION WHERE THE PROPERTY OWNER OR TENANT CAN RECEIVE MORE
8 INFORMATION ABOUT THE EMERGENCY WORK.

9
10 - Nothing herein shall be construed as authorizing access or entry to private property, or
11 any other property, where such right to access or entry is not otherwise provided by law. If
12 damage is caused by any cable operator activity, the cable operator shall reimburse the property
13 owner one hundred percent (100%) of the cost of the damage or replace the damaged property.
14 For the installation of pedestals or other major construction or installation projects, property
15 owners shall also be notified by mail at least one week in advance. In the case of an emergency,
16 the cable operator shall attempt to contact the property owner or legal tenant in person, and shall
17 leave a door hanger notice in the event personal contact is not made.

18
19 (d) The cable operator personnel shall clean all areas surrounding any work site and ensure that
20 all cable materials have been disposed of properly.

21
22 (D) Services For Customers With Disabilities:

23
24 1. For any customer with a disability, the cable operator shall at ~~no charge~~ deliver and pick up
25 ~~converters-EQUIPMENT~~ at customers' homes AT NO CHARGE UNLESS THE
26 MALFUNCTION WAS CAUSED BY THE ACTIONS OF THE CUSTOMER. In the case of a
27 malfunctioning ~~converterEQUIPMENT~~, the technician shall provide ~~another~~
28 ~~converterre~~PLACEMENT EQUIPMENT, hook it up and ensure that it is working properly, and
29 shall return the defective ~~converter-EQUIPMENT~~ to the cable operator.

30
31 2. The cable operator shall provide either TTY, TDD, TYY, VRS service OR OTHER SIMILAR
32 SERVICE THAT ARE IN COMPLIANCE WITH THE AMERICANS WITH DISABILITIES
33 ACT AND OTHER APPLICABLE LAW, with trained operators who can provide every type of
34 assistance rendered by the cable operator's customer service representatives for any hearing-
35 impaired customer at no charge.

36
37 3. The cable operator shall provide free use of a remote control unit to mobility-impaired (if
38 disabled, in accordance with ~~subsection (D)4 of this~~ Section III.D.4) customers.

39
40 4. Any customer with a disability may request the special services described above by providing
41 the cable operator with a letter from the customer's physician stating the need, or by making the
42 request to the cable operator's installer or service technician, where the need for the special
43 services can be visually confirmed.

(E) ~~Customer~~ CABLE SERVICES Information:

~~1. Upon installation, and a~~At any time ~~the A~~ customer OR PROSPECTIVE CUSTOMER may request, the cable operator shall provide the following information, in clear, concise written form, EASILY ACCESSIBLE AND LOCATED ON THE CABLE OPERATOR'S WEBSITE (AND IN SPANISH, WHEN REQUESTED BY THE CUSTOMER):

(a) Products and services offered by the cable operator, including its channel lineup;

(b) The cable operator's complete range of service options and the prices for these services;

~~(c) These standards and any other applicable customer service standards;~~

~~(d) Instruction on the use of cable TV service and on standard VCR hookups;~~

~~(e)~~ The cable operator's billing, collection and disconnection policies;

~~(f)~~ ~~Customer p~~Privacy ~~requirements~~RIGHTS OF CUSTOMERS;

~~(g)~~ All applicable complaint procedures, including complaint forms and the telephone numbers and mailing addresses of the cable operator, AND the FCC, ~~and the Franchising Authority to whom the complaints should be addressed;~~

~~(h) Use and availability of A/B switches;~~

~~(i)~~ Use and availability of parental control/lock out device;

~~(j)~~ Special services for customers with disabilities; ~~and~~

~~(k)~~ Days, times of operation, and locations of the service centers;

2. AT A CUSTOMER'S REQUEST, A CABLE OPERATOR SHALL MAKE AVAILABLE EITHER A COMPLETE COPY OF THESE STANDARDS AND ANY OTHER APPLICABLE CUSTOMER SERVICE STANDARDS, OR A SUMMARY OF THESE STANDARDS, IN A FORMAT TO BE APPROVED BY CCUA AND THE FRANCHISING AUTHORITY, WHICH SHALL INCLUDE AT A MINIMUM, THE URL ADDRESS OF A WEBSITE CONTAINING THESE STANDARDS IN THEIR ENTIRETY; PROVIDED HOWEVER, THAT IF THE CCUA OR FRANCHISING AUTHORITY DOES NOT MAINTAIN A WEBSITE WITH A COMPLETE COPY OF THESE STANDARDS, A CABLE OPERATOR SHALL BE UNDER NO OBLIGATION TO DO SO;

IF ACCEPTABLE TO A CUSTOMER, CABLE OPERATOR MAY FULFILL CUSTOMER REQUESTS FOR ANY OF THE INFORMATION LISTED IN THIS SECTION BY MAKING THE REQUESTED INFORMATION AVAILABLE ELECTRONICALLY, SUCH AS ON A

1 WEBSITE OR BY ELECTRONIC MAIL.

2
3 3. UPON WRITTEN REQUEST, A CABLE OPERATOR SHALL MEET ANNUALLY WITH
4 THE FRANCHISING AUTHORITY TO REVIEW THE FORMAT OF THE CABLE
5 OPERATOR'S BILLS TO CUSTOMERS. WHENEVER THE CABLE OPERATOR MAKES
6 SUBSTANTIAL CHANGES TO ITS BILLING FORMAT, IT WILL CONTACT THE
7 FRANCHISING AUTHORITY AT LEAST THIRTY (30) DAYS PRIOR TO THE TIME
8 SUCH CHANGES ARE TO BE EFFECTIVE, IN ORDER TO INFORM THE FRANCHISING
9 AUTHORITY OF SUCH CHANGES.

10
11 4. Copies of ~~all~~ notices provided to the customer IN ACCORDANCE WITH SUBSECTION 5
12 BELOW shall be filed (by fax OR EMAIL acceptable) concurrently with the Franchising
13 Authority and the GMCCCUA.

14
15 35. The cable operator shall provide customers with written notification of any change in rates
16 FOR NONDISCRETIONARY CABLE SERVICES, AND FOR SERVICE TIER CHANGES
17 THAT RESULT IN A DELETION OF, programming, ~~or channel positions~~ FROM A
18 CUSTOMER'S SERVICE TIER, at least thirty (30) days before the effective date of change.
19 FOR PURPOSES OF THIS SECTION, "NONDISCRETIONARY" MEANS THE
20 SUBSCRIBED TIER AND ANY OTHER CABLE SERVICES THAT A CUSTOMER HAS
21 SUBSCRIBED TO, AT THE TIME THE CHANGE IN RATES ARE ANNOUNCED BY THE
22 CABLE OPERATOR.

23
24 46. All officers, agents, and employees of the cable operator or its contractors or subcontractors
25 who are in personal contact with ~~cable~~ customers AND/OR WHEN WORKING ON PUBLIC
26 PROPERTY, shall wear on their outer clothing identification cards bearing their name and
27 photograph AND IDENTIFYING THEM as ~~approved REPRESENTATIVES OF~~ by the
28 ~~Franchising Authority~~ CABLE OPERATOR. The cable operator shall account for all
29 identification cards at all times. Every vehicle of the cable operator shall be clearly visually
30 identified to the public as working for the cable operator. ~~All CSRs shall identify themselves~~
31 ~~orally to callers immediately following the greeting during each telephone contact with the~~
32 ~~public.~~ WHENEVER A CABLE OPERATOR WORK CREW IS IN PERSONAL CONTACT
33 WITH CUSTOMER OR PUBLIC EMPLOYEES, A SUPERVISOR MUST BE ABLE TO
34 COMMUNICATE CLEARLY WITH THE CUSTOMER OR PUBLIC EMPLOYEE. Every
35 vehicle of a subcontractor or contractor shall be labeled with the name of the contractor and
36 further identified as contracting or subcontracting for the cable operator.

37
38 57. Each CSR, technician or employee of the cable operator in each contact with a customer shall
39 state the estimated cost of the service, repair, or installation orally prior to delivery of the service
40 or before any work is performed, and shall provide the customer with an oral statement of the
41 total charges before terminating the telephone call or before leaving the location at which the
42 work was performed. A WRITTEN ESTIMATE OF THE CHARGES SHALL BE PROVIDED
43 TO THE CUSTOMER BEFORE THE ACTUAL WORK IS PERFORMED.
44

1 (F) Customer Privacy:
2

3 1. CABLE CUSTOMER PRIVACY. IN ADDITION TO COMPLYING WITH THE
4 REQUIREMENTS IN THIS SUBSECTION, A CABLE OPERATOR SHALL FULLY
5 COMPLY WITH ALL OBLIGATIONS UNDER 47 U.S.C. SECTION 551.
6

7 2. COLLECTION AND USE OF PERSONALLY IDENTIFIABLE INFORMATION.
8

9 a. The cable operator shall not USE THE CABLE SYSTEM TO COLLECT, monitor OR
10 OBSERVE PERSONALLY IDENTIFIABLE INFORMATION ~~cable television signals to~~
11 ~~determine the individual viewing patterns or practices of any customer~~ without THE prior
12 AFFIRMATIVE written OR ELECTRONIC consent from that customer, UNLESS, AND
13 ONLY TO THE EXTENT THAT SUCH INFORMATION IS: (I) USED TO DETECT
14 UNAUTHORIZED RECEPTION OF CABLE COMMUNICATIONS, OR (II) NECESSARY
15 TO RENDER A CABLE SERVICE OR OTHER SERVICE PROVIDED BY THE CABLE
16 OPERATOR TO THE CUSTOMER AND AS OTHERWISE AUTHORIZED BY
17 APPLICABLE LAW ~~except as otherwise permitted by the applicable franchise.~~
18

19 b. A CABLE OPERATOR SHALL TAKE SUCH ACTIONS AS ARE NECESSARY USING
20 THEN-CURRENT INDUSTRY STANDARD PRACTICES TO PREVENT ANY AFFILIATE
21 FROM USING THE FACILITIES OF THE CABLE OPERATOR IN ANY MANNER,
22 INCLUDING, BUT NOT LIMITED TO, SENDING DATA OR OTHER SIGNALS
23 THROUGH SUCH FACILITIES, TO THE EXTENT SUCH USE WILL PERMIT AN
24 AFFILIATE UNAUTHORIZED ACCESS TO PERSONALLY IDENTIFIABLE
25 INFORMATION ON EQUIPMENT OF A CUSTOMER (REGARDLESS OF WHETHER
26 SUCH EQUIPMENT IS OWNED OR LEASED BY THE CUSTOMER OR PROVIDED BY A
27 CABLE OPERATOR) OR ON ANY OF THE FACILITIES OF THE CABLE OPERATOR
28 THAT ARE USED IN THE PROVISION OF CABLE SERVICE. THIS SUBSECTION F.2.B
29 SHALL NOT BE INTERPRETED TO PROHIBIT AN AFFILIATE FROM OBTAINING
30 ACCESS TO PERSONALLY IDENTIFIABLE INFORMATION TO THE EXTENT
31 OTHERWISE PERMITTED BY THIS SUBSECTION F.
32

33 c. A CABLE OPERATOR SHALL TAKE SUCH ACTIONS AS ARE NECESSARY USING
34 THEN-CURRENT INDUSTRY STANDARD PRACTICES TO PREVENT A PERSON OR
35 ENTITY (OTHER THAN AN AFFILIATE) FROM USING THE FACILITIES OF THE
36 CABLE OPERATOR IN ANY MANNER, INCLUDING, BUT NOT LIMITED TO, SENDING
37 DATA OR OTHER SIGNALS THROUGH SUCH FACILITIES, TO THE EXTENT SUCH
38 USE WILL PERMIT SUCH PERSON OR ENTITY UNAUTHORIZED ACCESS TO
39 PERSONALLY IDENTIFIABLE INFORMATION ON EQUIPMENT OF A CUSTOMER
40 (REGARDLESS OF WHETHER SUCH EQUIPMENT IS OWNED OR LEASED BY THE
41 CUSTOMER OR PROVIDED BY A CABLE OPERATOR) OR ON ANY OF THE
42 FACILITIES OF THE CABLE OPERATOR THAT ARE USED IN THE PROVISION OF
43 CABLE SERVICE.
44

1 ~~23. The cable operator shall not sell or otherwise make available customer lists or other~~
2 ~~personally identifiable customer information without prior written customer consent, except as~~
3 ~~otherwise permitted by the franchise. The cable operator is permitted to disclose such~~
4 ~~information if such disclosure is necessary to render, or conduct, a legitimate business activity~~
5 ~~related to a cable service or other service provided by the cable operator to its customers.~~

6 DISCLOSURE OF PERSONALLY IDENTIFIABLE INFORMATION. A CABLE
7 OPERATOR SHALL NOT DISCLOSE PERSONALLY IDENTIFIABLE INFORMATION
8 WITHOUT THE PRIOR AFFIRMATIVE WRITTEN OR ELECTRONIC CONSENT OF THE
9 CUSTOMER, UNLESS OTHERWISE AUTHORIZED BY APPLICABLE LAW.

10
11 a. A MINIMUM OF THIRTY (30) DAYS PRIOR TO MAKING ANY DISCLOSURE OF
12 PERSONALLY IDENTIFIABLE INFORMATION OF ANY CUSTOMER FOR ANY NON-
13 CABLE RELATED PURPOSE AS PROVIDED IN THIS SUBSECTION F.3.A, WHERE
14 SUCH CUSTOMER HAS NOT PREVIOUSLY BEEN PROVIDED THE NOTICE AND
15 CHOICE PROVIDED FOR IN SUBSECTION III.F.9, THE CABLE OPERATOR SHALL
16 NOTIFY EACH CUSTOMER (THAT THE CABLE OPERATOR INTENDS TO DISCLOSE
17 INFORMATION ABOUT) OF THE CUSTOMER'S RIGHT TO PROHIBIT THE
18 DISCLOSURE OF SUCH INFORMATION FOR NON-CABLE RELATED PURPOSES. THE
19 NOTICE TO CUSTOMERS MAY REFERENCE THE CUSTOMER TO HIS OR HER
20 OPTIONS TO STATE A PREFERENCE FOR DISCLOSURE OR NON-DISCLOSURE OF
21 CERTAIN INFORMATION, AS PROVIDED IN SUBSECTION III.F.10.

22
23 b. A CABLE OPERATOR MAY DISCLOSE PERSONALLY IDENTIFIABLE
24 INFORMATION ONLY TO THE EXTENT THAT IT IS NECESSARY TO RENDER, OR
25 CONDUCT A LEGITIMATE BUSINESS ACTIVITY RELATED TO, A CABLE SERVICE
26 OR OTHER SERVICE PROVIDED BY THE CABLE OPERATOR TO THE CUSTOMER.

27
28 c. TO THE EXTENT AUTHORIZED BY APPLICABLE LAW, A CABLE OPERATOR MAY
29 DISCLOSE PERSONALLY IDENTIFIABLE INFORMATION PURSUANT TO A
30 SUBPOENA, COURT ORDER, WARRANT OR OTHER VALID LEGAL PROCESS
31 AUTHORIZING SUCH DISCLOSURE.

32
33 4. ACCESS TO INFORMATION. ANY PERSONALLY IDENTIFIABLE INFORMATION
34 COLLECTED AND MAINTAINED BY A CABLE OPERATOR SHALL BE MADE
35 AVAILABLE FOR CUSTOMER EXAMINATION WITHIN THIRTY (30) DAYS OF
36 RECEIVING A REQUEST BY A CUSTOMER TO EXAMINE SUCH INFORMATION
37 ABOUT HIMSELF OR HERSELF AT THE LOCAL OFFICES OF THE CABLE OPERATOR
38 OR OTHER CONVENIENT PLACE WITHIN THE CITY/COUNTY/CITY AND
39 COUNTY/TOWN DESIGNATED BY THE CABLE OPERATOR, OR ELECTRONICALLY,
40 SUCH AS OVER A WEBSITE. UPON A REASONABLE SHOWING BY THE CUSTOMER
41 THAT SUCH PERSONALLY IDENTIFIABLE INFORMATION IS INACCURATE, A
42 CABLE OPERATOR SHALL CORRECT SUCH INFORMATION.

43
44 5. PRIVACY NOTICE TO CUSTOMERS

1
2 a. A CABLE OPERATOR SHALL ANNUALLY MAIL OR PROVIDE A SEPARATE,
3 WRITTEN OR ELECTRONIC COPY OF THE PRIVACY STATEMENT TO CUSTOMERS
4 CONSISTENT WITH 47 U.S.C. SECTION 551(A)(1), AND SHALL PROVIDE A
5 CUSTOMER A COPY OF SUCH STATEMENT AT THE TIME THE CABLE OPERATOR
6 ENTERS INTO AN AGREEMENT WITH THE CUSTOMER TO PROVIDE CABLE
7 SERVICE. THE WRITTEN NOTICE SHALL BE IN A CLEAR AND CONSPICUOUS
8 FORMAT, WHICH AT A MINIMUM, SHALL BE IN A COMPARABLE FONT SIZE TO
9 OTHER GENERAL INFORMATION PROVIDED TO CUSTOMERS ABOUT THEIR
10 ACCOUNT AS IT APPEARS ON EITHER PAPER OR ELECTRONIC CUSTOMER
11 COMMUNICATIONS.

12
13 b. IN OR ACCOMPANYING THE STATEMENT REQUIRED BY SUBSECTION F.5.A, A
14 CABLE OPERATOR SHALL STATE SUBSTANTIALLY THE FOLLOWING MESSAGE
15 REGARDING THE DISCLOSURE OF CUSTOMER INFORMATION: "UNLESS A
16 CUSTOMER AFFIRMATIVELY CONSENTS ELECTRONICALLY OR IN WRITING TO
17 THE DISCLOSURE OF PERSONALLY IDENTIFIABLE INFORMATION, ANY
18 DISCLOSURE OF PERSONALLY IDENTIFIABLE INFORMATION FOR PURPOSES
19 OTHER THAN TO THE EXTENT NECESSARY TO RENDER, OR CONDUCT A
20 LEGITIMATE BUSINESS ACTIVITY RELATED TO, A CABLE SERVICE OR OTHER
21 SERVICE, IS LIMITED TO:

22
23 i. DISCLOSURE PURSUANT TO VALID LEGAL PROCESS AUTHORIZED BY
24 APPLICABLE LAW.

25 ii. DISCLOSURE OF THE NAME AND ADDRESS OF A CUSTOMER SUBSCRIBING TO
26 ANY GENERAL PROGRAMMING TIERS OF SERVICE AND OTHER CATEGORIES OF
27 CABLE SERVICES PROVIDED BY THE CABLE OPERATOR THAT DO NOT DIRECTLY
28 OR INDIRECTLY DISCLOSE: (A) A CUSTOMER'S EXTENT OF VIEWING OF A CABLE
29 SERVICE OR OTHER SERVICE PROVIDED BY THE CABLE OPERATOR; (B) THE
30 EXTENT OF ANY OTHER USE BY A CUSTOMER OF A CABLE SERVICE; (C) THE
31 NATURE OF ANY TRANSACTIONS MADE BY A CUSTOMER OVER THE CABLE
32 SYSTEM; OR (D) THE NATURE OF PROGRAMMING OR WEBSITES THAT A
33 CUSTOMER SUBSCRIBES TO OR VIEWS (I.E., A CABLE OPERATOR MAY ONLY
34 DISCLOSE THE FACT THAT A PERSON SUBSCRIBES TO A GENERAL TIER OF
35 SERVICE, OR A PACKAGE OF CHANNELS WITH THE SAME TYPE OF
36 PROGRAMMING), PROVIDED THAT WITH RESPECT TO THE NATURE OF WEBSITES
37 SUBSCRIBED TO OR VIEWED, THESE ARE LIMITED TO WEBSITES ACCESSED BY A
38 CUSTOMER IN CONNECTION WITH PROGRAMMING AVAILABLE FROM THEIR
39 ACCOUNT FOR CABLE SERVICES."

40
41 THE NOTICE SHALL ALSO INFORM THE CUSTOMERS OF THEIR RIGHT TO
42 PROHIBIT THE DISCLOSURE OF THEIR NAMES AND ADDRESSES IN ACCORDANCE
43 WITH SUBSECTION F.3.A. IF A CUSTOMER EXERCISES HIS OR HER RIGHT TO
44 PROHIBIT THE DISCLOSURE OF NAME AND ADDRESS AS PROVIDED IN

1 SUBSECTION F.3.A OR THIS SUBSECTION, SUCH PROHIBITION AGAINST
2 DISCLOSURE SHALL REMAIN IN EFFECT, UNLESS AND UNTIL THE CUSTOMER
3 SUBSEQUENTLY CHANGES THEIR DISCLOSURE PREFERENCES AS DESCRIBED IN
4 SUBSECTION F.9 BELOW.

5
6 6. PRIVACY REPORTING REQUIREMENTS. THE CABLE OPERATOR SHALL
7 INCLUDE IN ITS REGULAR PERIODIC REPORTS TO THE FRANCHISING AUTHORITY
8 REQUIRED BY ITS FRANCHISE AGREEMENT INFORMATION SUMMARIZING:

9
10 a. THE TYPE OF PERSONALLY IDENTIFIABLE INFORMATION THAT WAS
11 ACTUALLY COLLECTED OR DISCLOSED BY CABLE OPERATOR DURING THE
12 REPORTING PERIOD;

13
14 b. FOR EACH TYPE OF PERSONALLY IDENTIFIABLE INFORMATION COLLECTED
15 OR DISCLOSED, A STATEMENT FROM AN AUTHORIZED REPRESENTATIVE OF THE
16 CABLE OPERATOR CERTIFYING THAT THE PERSONALLY IDENTIFIABLE
17 INFORMATION COLLECTED OR DISCLOSED WAS: (A) COLLECTED OR DISCLOSED
18 TO THE EXTENT NECESSARY TO RENDER, OR CONDUCT A LEGITIMATE BUSINESS
19 ACTIVITY RELATED TO, A CABLE SERVICE OR OTHER SERVICE PROVIDED BY
20 THE CABLE OPERATOR; (B) USED TO THE EXTENT NECESSARY TO DETECT
21 UNAUTHORIZED RECEPTION OF CABLE COMMUNICATIONS; (C) DISCLOSED
22 PURSUANT TO VALID LEGAL PROCESS AUTHORIZED BY APPLICABLE LAW; OR
23 (D) A DISCLOSURE OF PERSONALLY IDENTIFIABLE INFORMATION OF
24 PARTICULAR SUBSCRIBERS, BUT ONLY TO THE EXTENT AFFIRMATIVELY
25 CONSENTED TO BY SUCH SUBSCRIBERS IN WRITING OR ELECTRONICALLY, OR
26 AS OTHERWISE AUTHORIZED BY APPLICABLE LAW.

27
28 c. THE STANDARD INDUSTRIAL CLASSIFICATION (SIC) CODES OR COMPARABLE
29 IDENTIFIERS PERTAINING TO ANY ENTITIES TO WHOM SUCH PERSONALLY
30 IDENTIFIABLE INFORMATION WAS DISCLOSED, EXCEPT THAT A CABLE
31 OPERATOR NEED NOT PROVIDE THE NAME OF ANY COURT OR GOVERNMENTAL
32 ENTITY TO WHICH SUCH DISCLOSURE WAS MADE PURSUANT TO VALID LEGAL
33 PROCESS AUTHORIZED BY APPLICABLE LAW;

34
35 d. THE GENERAL MEASURES THAT HAVE BEEN TAKEN TO PREVENT THE
36 UNAUTHORIZED ACCESS TO PERSONALLY IDENTIFIABLE INFORMATION BY A
37 PERSON OTHER THAN THE CUSTOMER OR THE CABLE OPERATOR. A CABLE
38 OPERATOR SHALL MEET WITH FRANCHISING AUTHORITY IF REQUESTED TO
39 DISCUSS TECHNOLOGY USED TO PROHIBIT UNAUTHORIZED ACCESS TO
40 PERSONALLY IDENTIFIABLE INFORMATION BY ANY MEANS.

41 7. NOTHING IN THIS SUBSECTION III.F SHALL BE CONSTRUED TO PREVENT THE
42 FRANCHISING AUTHORITY FROM OBTAINING PERSONALLY IDENTIFIABLE
43 INFORMATION TO THE EXTENT NOT PROHIBITED BY SECTION 631 OF THE
44 COMMUNICATIONS ACT, 47 U.S.C. SECTION 551 AND APPLICABLE LAWS.

1
2 8. DESTRUCTION OF PERSONALLY IDENTIFIABLE INFORMATION. A CABLE
3 OPERATOR SHALL DESTROY ANY PERSONALLY IDENTIFIABLE INFORMATION IF
4 THE INFORMATION IS NO LONGER NECESSARY FOR THE PURPOSE FOR WHICH IT
5 WAS COLLECTED AND THERE ARE NO PENDING REQUESTS OR ORDERS FOR
6 ACCESS TO SUCH INFORMATION UNDER SUBSECTION 4 OF THIS SUBSECTION
7 III.F, PURSUANT TO A COURT ORDER OR OTHER VALID LEGAL PROCESS, OR
8 PURSUANT TO APPLICABLE LAW.
9

10 9. NOTICE AND CHOICE FOR CUSTOMERS. THE CABLE OPERATOR SHALL AT ALL
11 TIMES MAKE AVAILABLE TO CUSTOMERS ONE OR MORE METHODS FOR
12 CUSTOMERS TO USE TO PROHIBIT OR LIMIT DISCLOSURES, OR PERMIT OR
13 RELEASE DISCLOSURES, AS PROVIDED FOR IN THIS SUBSECTION III.F. THESE
14 METHODS MAY INCLUDE, FOR EXAMPLE, ONLINE WEBSITE “PREFERENCE
15 CENTER” FEATURES, AUTOMATED TOLL-FREE TELEPHONE SYSTEMS, LIVE TOLL-
16 FREE TELEPHONE INTERACTIONS WITH CUSTOMER SERVICE AGENTS, IN-PERSON
17 INTERACTIONS WITH CUSTOMER SERVICE PERSONNEL, REGULAR MAIL
18 METHODS SUCH AS A POSTAGE PAID, SELF-ADDRESSED POST CARD, AN INSERT
19 INCLUDED WITH THE CUSTOMER’S MONTHLY BILL FOR CABLE SERVICE, THE
20 PRIVACY NOTICE SPECIFIED IN SUBSECTION III.F.5, OR SUCH OTHER
21 COMPARABLE METHODS AS MAY BE PROVIDED BY THE CABLE OPERATOR.
22 WEBSITE “PREFERENCE CENTER” FEATURES SHALL BE EASILY IDENTIFIABLE
23 AND NAVIGABLE BY CUSTOMERS, AND SHALL BE IN A COMPARABLE SIZE FONT
24 AS OTHER BILLING INFORMATION PROVIDED TO CUSTOMERS ON A CABLE
25 OPERATOR’S WEBSITE. A CUSTOMER WHO PROVIDES THE CABLE OPERATOR
26 WITH PERMISSION TO DISCLOSE PERSONALLY IDENTIFIABLE INFORMATION
27 THROUGH ANY OF THE METHODS OFFERED BY A CABLE OPERATOR SHALL BE
28 PROVIDED FOLLOW-UP NOTICE, NO LESS THAN ANNUALLY, OF THE CUSTOMER’S
29 RIGHT TO PROHIBIT THESE DISCLOSURES AND THE OPTIONS FOR THE
30 CUSTOMER TO EXPRESS HIS OR HER PREFERENCE REGARDING DISCLOSURES.
31 SUCH NOTICE SHALL, AT A MINIMUM, BE PROVIDED BY AN INSERT IN THE
32 CABLE OPERATOR’S BILL (OR OTHER DIRECT MAIL PIECE) TO THE CUSTOMER OR
33 A NOTICE OR MESSAGE PRINTED ON THE CABLE OPERATOR’S BILL TO THE
34 CUSTOMER AND ON THE CABLE OPERATOR’S WEBSITE WHEN A CUSTOMER
35 LOGS IN TO VIEW HIS OR HER CABLE SERVICE ACCOUNT OPTIONS. THE FORM OF
36 SUCH NOTICE SHALL ALSO BE PROVIDED ON AN ANNUAL BASIS TO THE
37 FRANCHISING AUTHORITY. THESE METHODS OF NOTIFICATION TO CUSTOMERS
38 MAY ALSO INCLUDE OTHER COMPARABLE METHODS AS SUBMITTED BY THE
39 CABLE OPERATOR AND APPROVED BY THE FRANCHISING AUTHORITY IN ITS
40 REASONABLE DISCRETION.
41

42 (G) Safety: The cable operator shall install and locate its facilities, cable system, and equipment
43 in compliance with all Federal, State, local, and company safety standards, and in such manner
44 as shall not unduly interfere with or endanger persons or property. Whenever the cable operator

1 receives notice that an unsafe condition exists with respect to its equipment the cable operator
2 shall investigate such condition immediately, and shall take such measures as are necessary to
3 remove or eliminate any unsafe condition.

4
5 (H) CANCELLATION OF NEW SERVICES: IN THE EVENT THAT A NEW CUSTOMER
6 REQUESTS INSTALLATION OF CABLE SERVICE AND IS UNSATISFIED WITH THEIR
7 INITIAL CABLE SERVICE, AND PROVIDED THAT THE CUSTOMER SO NOTIFIES THE
8 CABLE OPERATOR OF THEIR DISSATISFACTION WITHIN 30 DAYS OF INITIAL
9 INSTALLATION, THEN SUCH CUSTOMER CAN REQUEST DISCONNECTION OF
10 CABLE SERVICE WITHIN 30 DAYS OF INITIAL INSTALLATION, AND THE CABLE
11 OPERATOR SHALL PROVIDE A CREDIT TO THE CUSTOMER'S ACCOUNT
12 CONSISTENT WITH THIS SECTION. THE CUSTOMER WILL BE REQUIRED TO
13 RETURN ALL EQUIPMENT IN GOOD WORKING ORDER; PROVIDED SUCH
14 EQUIPMENT IS RETURNED IN SUCH ORDER, THEN THE CABLE OPERATOR SHALL
15 REFUND THE MONTHLY RECURRING FEE FOR THE NEW CUSTOMER'S FIRST 30
16 DAYS OF CABLE SERVICE AND ANY CHARGES PAID FOR INSTALLATION. THIS
17 PROVISION DOES NOT APPLY TO EXISTING CUSTOMERS WHO REQUEST
18 UPGRADES TO THEIR CABLE SERVICE, TO DISCRETIONARY CABLE SERVICE
19 SUCH AS PPV OR MOVIES PURCHASED AND VIEWED ON DEMAND, OR TO
20 CUSTOMER MOVES AND/OR TRANSFERS OF CABLE SERVICE. THE SERVICE
21 CREDIT SHALL BE PROVIDED IN THE NEXT BILLING CYCLE.~~Satisfaction Guaranteed:~~
22 ~~The cable operator shall guarantee customer satisfaction for every customer who requests new~~
23 ~~installation of cable service or adds any additional programming service to the customer's cable~~
24 ~~subscription. Any such customer who requests disconnection of such service within thirty (30)~~
25 ~~days from its date of activation shall receive a credit to his/her account in the amount of one~~
26 ~~month's subscription charge for the service that has been disconnected. (Ord. 25, Series of 1994)~~

27
28 8-10-4: COMPLAINT PROCEDURE:

29
30 (A) Complaints To The Cable Operator:

31
32 ~~1. The cable operator shall establish written procedures for receiving, acting upon, and resolving~~
33 ~~customer complaints, and crediting customer accounts in accordance with Section 8-10-5 of this~~
34 ~~Chapter, and as otherwise provided herein, without intervention by the Franchising Authority~~
35 ~~and shall publicize HAVE such procedures through printed documents AND DISSEMINATED~~
36 ~~at the cable operator's sole expense, CONSISTENT WITH SECTION III.E.1.E OF THESE~~
37 ~~STANDARDS..~~

38
39 2. Said written procedures shall prescribe a simple manner in which any customer may submit a
40 complaint by telephone or in writing to the cable operator that it has violated any provision of
41 these customer service standards, any terms or conditions of the customer's contract with the
42 cable operator, or reasonable business practices. IF A REPRESENTATIVE OF THE
43 FRANCHISING AUTHORITY NOTIFIES THE CABLE OPERATOR OF A CUSTOMER
44 COMPLAINT THAT HAS NOT PREVIOUSLY BEEN MADE BY THE CUSTOMER TO

1 THE CABLE OPERATOR, THE COMPLAINT SHALL BE DEEMED TO HAVE BEEN
2 MADE BY THE CUSTOMER AS OF THE DATE OF THE FRANCHISING AUTHORITY'S
3 NOTICE TO THE CABLE OPERATOR.
4

5 3. At the conclusion of the cable operator's investigation of a customer complaint, but in no more
6 than ~~fifteen-TEN~~ (4510) calendar days after receiving the complaint, the cable operator shall
7 notify the customer of the results of its investigation and its proposed action or credit.
8

9 4. The cable operator shall also notify the customer of the customer's right to file a complaint
10 with the Franchising Authority in the event the customer is dissatisfied with the cable operator's
11 decision, and shall thoroughly explain the necessary procedures for filing such complaint with
12 the Franchising Authority.
13

14 5. The cable operator shall immediately report all customer ESCALATED complaints that it
15 does not find valid to the Franchising Authority.
16

17 6. The cable operator's complaint procedures shall be filed with ~~and approved by~~ the Franchising
18 Authority prior to implementation.
19

20 (B) Security Fund:
21

22 ~~1. Within thirty (30) days of the effective date of these standards or the effective date of any~~
23 ~~franchise granted by the Franchising Authority, whichever occurs first, the cable operator shall~~
24 ~~deposit with an escrow agent approved by the GMCC one hundred thousand dollars~~
25 ~~(\$100,000.00). Such amount shall be posted jointly for all members of the GMCC and may be~~
26 ~~drawn upon jointly by any member of the GMCC. The escrowed funds shall constitute the~~
27 ~~Security Fund for ensuring compliance with these standards for the benefit of the Franchising~~
28 ~~Authority. The escrowed funds shall be maintained by the cable operator at one hundred~~
29 ~~thousand dollars (\$100,000.00), or such lesser amount accepted by the Franchising Authority,~~
30 ~~even if amounts are withdrawn pursuant to any provision of these standards.~~
31

32 ~~2. At any time during the term of its franchise, the Franchising Authority may require the cable~~
33 ~~operator to increase the amount of the Security Fund, if it finds that new risk factors exist which~~
34 ~~necessitate such an increase.~~
35

36 ~~3. The Security Fund shall serve as security for the payment of any penalties, fees, charges or~~
37 ~~credits as provided for herein and for the performance by the cable operator of all its obligations~~
38 ~~under these standards.~~
39

40 ~~4. The rights reserved to the Franchising Authority with respect to the Security Fund are in~~
41 ~~addition to all other rights of the Franchising Authority, whether reserved by any applicable~~
42 ~~franchise agreement or authorized by law, and no action, proceeding or exercise of a right with~~
43 ~~respect to same shall in any way affect, or diminish, any other right the Franchising Authority~~
44 ~~may otherwise have.~~

1
2 ~~(E)~~Complaints To The Franchising Authority:
3

4 1. Any customer who is dissatisfied with any proposed decision of the cable operator or who has
5 not received a decision within the ~~fifteen (15) day~~TIME period ~~as required~~SET FORTH BELOW
6 shall be entitled to have the complaint reviewed by the Franchising Authority.
7

8 2. The customer may initiate the review either by calling the Franchising Authority or by filing a
9 written complaint together with the cable operator's written decision, if any, with the Franchising
10 Authority.
11

12 3. The customer shall make such filing and notification within twenty (20) days of receipt of the
13 cable operator's decision or, if no decision has been provided, within thirty (30) days after filing
14 the original complaint with the cable operator.
15

16 4. If the Franchising Authority decides that further evidence is warranted, the Franchising
17 Authority shall require the cable operator and the customer to submit, within ten (10) days of
18 notice thereof, a written statement of the facts and arguments in support of their respective
19 positions.
20

21 5. The cable operator and the customer shall produce any additional evidence, including any
22 reports from the cable operator, which the Franchising Authority may deem necessary to an
23 understanding and determination of the complaint.
24

25 6. The Franchising Authority shall issue a determination within fifteen (15) days OF
26 RECEIVING THE CUSTOMER COMPLAINT, OR after examining the materials submitted,
27 setting forth its basis for the determination.
28

29 7. The Franchising Authority may extend these time limits for reasonable cause and may
30 intercede and attempt to negotiate an informal resolution.
31

32 ~~8. If the Franchising Authority determines that the customer's complaint is valid and that the~~
33 ~~cable operator did not provide the complaining customer with the proper solution and/or credit,~~
34 ~~the Franchising Authority may reverse any decision of the cable operator in the matter and/or~~
35 ~~require the cable operator to grant a specific solution as determined by the Franchising Authority~~
36 ~~in its sole discretion, and/or any credit provided for in these standards; or the Franchising~~
37 ~~Authority may provide the customer with the amount of the credit (as set forth in Section 8-10-5~~
38 ~~of this Chapter) by means of a withdrawal from the Security Fund.~~
39

40 (C) SECURITY FUND OR LETTER OF CREDIT
41

42 A CABLE OPERATOR SHALL COMPLY WITH ANY FRANCHISE AGREEMENT
43 REGARDING LETTERS OF CREDIT. IF A FRANCHISE AGREEMENT IS SILENT ON
44 LETTER OF CREDIT THE FOLLOWING SHALL APPLY:

1
2 1. WITHIN THIRTY (30) DAYS OF THE WRITTEN NOTIFICATION TO A CABLE
3 OPERATOR BY THE FRANCHISING AUTHORITY THAT AN ALLEGED FRANCHISE
4 VIOLATION EXISTS, A CABLE OPERATOR SHALL DEPOSIT WITH AN ESCROW
5 AGENT APPROVED BY THE FRANCHISING AUTHORITY FIFTY THOUSAND
6 DOLLARS (\$50,000) OR, IN THE SOLE DISCRETION OF THE FRANCHISING
7 AUTHORITY, SUCH LESSER AMOUNT AS THE FRANCHISING AUTHORITY DEEMS
8 REASONABLE TO PROTECT SUBSCRIBERS WITHIN ITS JURISDICTION.
9 ALTERNATIVELY, AT THE CABLE OPERATOR'S DISCRETION, IT MAY PROVIDE TO
10 THE FRANCHISING AUTHORITY AN IRREVOCABLE LETTER OF CREDIT IN THE
11 SAME AMOUNT. A LETTER OF CREDIT OR CASH DEPOSIT, WITH THE APPROVAL
12 OF THE FRANCHISING AUTHORITY, MAY BE POSTED JOINTLY FOR MORE THAN
13 ONE MEMBER OF THE CCUA, AND MAY BE ADMINISTERED, AND DRAWN UPON,
14 JOINTLY BY THE CCUA OR DRAWN UPON INDIVIDUALLY BY EACH MEMBER;
15 PROVIDED HOWEVER THAT IF SUCH LETTER OF CREDIT OR CASH DEPOSIT IS
16 PROVIDED TO CCUA ON BEHALF OF MORE THAN ONE OF ITS MEMBERS, THE
17 LETTER OF CREDIT OR CASH DEPOSIT MAY, IN THE SOLE DISCRETION OF CCUA
18 AND ITS EFFECTED MEMBERS, BE REQUIRED IN AN AMOUNT NOT TO EXCEED
19 ONE HUNDRED THOUSAND DOLLARS (\$100,000).

20
21 THE ESCROWED FUNDS OR LETTER OF CREDIT SHALL CONSTITUTE THE
22 "SECURITY FUND" FOR ENSURING COMPLIANCE WITH THESE STANDARDS FOR
23 THE BENEFIT OF THE FRANCHISING AUTHORITY. THE ESCROWED FUNDS OR
24 LETTER OF CREDIT SHALL BE MAINTAINED BY A CABLE OPERATOR AT THE
25 AMOUNT INITIALLY REQUIRED, EVEN IF AMOUNTS ARE WITHDRAWN PURSUANT
26 TO ANY PROVISION OF THESE STANDARDS, UNTIL ANY CLAIMS RELATED TO THE
27 ALLEGED FRANCHISE VIOLATION(S) ARE PAID IN FULL.

28
29 2. THE FRANCHISING AUTHORITY MAY REQUIRE THE CABLE OPERATOR TO
30 INCREASE THE AMOUNT OF THE SECURITY FUND, IF IT FINDS THAT NEW RISK
31 FACTORS EXIST WHICH NECESSITATES SUCH AN INCREASE.

32
33 3. THE SECURITY FUND SHALL SERVE AS SECURITY FOR THE PAYMENT OF ANY
34 PENALTIES, FEES, CHARGES OR CREDITS AS PROVIDED FOR HEREIN AND FOR
35 THE PERFORMANCE BY A CABLE OPERATOR OF ALL ITS OBLIGATIONS UNDER
36 THESE CUSTOMER SERVICE STANDARDS.

37
38 4. THE RIGHTS RESERVED TO THE FRANCHISING AUTHORITY WITH RESPECT TO
39 THE SECURITY FUND ARE IN ADDITION TO ALL OTHER RIGHTS OF THE
40 FRANCHISING AUTHORITY, WHETHER RESERVED BY ANY APPLICABLE
41 FRANCHISE AGREEMENT OR AUTHORIZED BY LAW, AND NO ACTION,
42 PROCEEDING OR EXERCISE OF A RIGHT WITH RESPECT TO SAME SHALL IN ANY
43 WAY AFFECT, OR DIMINISH, ANY OTHER RIGHT THE FRANCHISING AUTHORITY
44 MAY OTHERWISE HAVE.

(D) Verification Of Compliance: The cable operator shall establish its compliance with any or all of the standards required through annual reports that demonstrate said compliance, or as requested by the Franchising Authority.

~~(E) Overall Quality Of Service: The Franchising Authority may evaluate the overall quality of customer service provided by the cable operator to customers:~~

~~1. In conjunction with any performance review provided for in the franchise agreement; and~~

~~2. At any other time, at its sole discretion, based on the number of customer complaints received by the cable operator and the Franchising Authority, and the cable operator's response to those complaints.~~

~~(F) Noncompliance With Customer Service Standards: Noncompliance with any provision of these standards is a violation of these standards.~~

~~(G) Procedure For Remedying Violations:~~

~~1. If the Franchising Authority has reason to believe that the cable operator has failed to comply with any of these standards, or has failed to perform in a timely manner, the Franchising Authority may PURSUE THE PROCEDURES IN ITS FRANCHISE AGREEMENT TO ADDRESS VIOLATIONS OF THESE STANDARDS IN A LIKE MANNER AS OTHER FRANCHISE VIOLATIONS ARE CONSIDERED, demand in writing that the cable operator remedy the alleged noncompliance. If the alleged noncompliance is denied or not remedied to the satisfaction of the Franchising Authority, the Franchising Authority may opt to follow the following procedure:~~

~~(a) An informal meeting may be held to review the alleged noncompliance. If this meeting does not result in a resolution satisfactory to the Franchising Authority, the cable operator may request or the Franchising Authority may require an administrative hearing to determine if the noncompliance occurred. The cable operator shall be provided with ten (10) days written notice of the time and the place of the hearing, the allegations of noncompliance and the possible consequences of the noncompliance if substantiated.~~

~~(b) After the administrative hearing, the Franchising Authority shall determine whether the noncompliance has been substantiated. If the noncompliance is substantiated, the Franchising Authority may order the cable operator to correct or remedy the noncompliance within thirty (30) days (except where the noncompliance constitutes a material safety hazard) and in the manner and on the terms and conditions that the Franchising Authority establishes, or, in its sole discretion, the Franchising Authority may find a material violation of these standards.~~

2. FOLLOWING THE PROCEDURES SET FORTH IN ANY FRANCHISE AGREEMENT GOVERNING THE MANNER TO ADDRESS ALLEGED FRANCHISE VIOLATIONS, If the Franchising Authority determines in its sole discretion that the noncompliance has been substantiated, IN ADDITION TO ANY REMEDIES THAT MAY BE PROVIDED IN THE

1 | FRANCHISE AGREEMENT, the Franchising Authority may:

2 |
3 | (a) Impose assessments of UP TO one thousand dollars (\$1,000.00) per day, to be withdrawn
4 | from the Security Fund in addition to any franchise fee until the non-compliance is remedied;
5 | and/or

6 | (b) Order ~~after further hearing~~, such rebates and credits to affected customers as in its sole
7 | discretion it deems reasonable and appropriate for degraded or unsatisfactory services that
8 | constituted noncompliance with these standards; and/or
9 |

10 | ~~(c) In its sole discretion, declare a violation of the franchise agreement, and in such case, the~~
11 | ~~noncompliance shall be a violation of the franchise agreement for the purposes of the franchise~~
12 | ~~agreement, triggering all available obligations and remedies under the franchise agreement;~~
13 | REVERSE ANY DECISION OF THE CABLE OPERATOR IN THE MATTER and/or
14 |

15 | (d) GRANT A SPECIFIC SOLUTION AS DETERMINED BY THE FRANCHISING
16 | AUTHORITY; AND/OR
17 |

18 | ~~(e) EXCEPT FOR IN EMERGENCY SITUATIONS, W~~withhold licenses and permits for work
19 | by the cable operator or its subcontractors in accordance with applicable law ~~and/or~~
20 |

21 | ~~(e) Pursue any other legal or equitable remedy available under any applicable franchise~~
22 | ~~agreement or law.~~
23 |

24 | ~~(f) Any assessment or remedy shall not constitute a waiver by the Franchising Authority of any~~
25 | ~~other right or remedy it may have under any applicable franchise agreement or law including any~~
26 | ~~right to recover from the cable operator any additional damages, losses, costs, and expenses,~~
27 | ~~including actual attorney fees that are incurred by the Franchising Authority by reason of, or~~
28 | ~~arise out of noncompliance with these standards. (Ord. 25, Series of 1994)~~
29 |

30 | V. MISCELLANEOUS

31 | A. Severability

32 |
33 | SHOULD ANY SECTION, SUBSECTION, PARAGRAPH, TERM, OR PROVISION OF
34 | THESE STANDARDS BE DETERMINED TO BE ILLEGAL, INVALID, OR
35 | UNCONSTITUTIONAL BY ANY COURT OR AGENCY OF COMPETENT JURISDICTION
36 | WITH REGARD THERETO, SUCH DETERMINATION SHALL HAVE NO EFFECT ON
37 | THE VALIDITY OF ANY OTHER SECTION, SUBSECTION, PARAGRAPH, TERM, OR
38 | PROVISION OF THESE STANDARDS, EACH OF THE LATTER OF WHICH SHALL
39 | REMAIN IN FULL FORCE AND EFFECT.
40 |

41 | B.

42 |
43 | ~~8-10-5: CREDITS TO CUSTOMERS:~~
44 |

1
2 Minimum Compensation
3 Standards Of Customer Service
4 For Violations

5 (A) Courtesy:

6 1. All employees of cable \$5.00 to their account.
7 operator shall be friendly,
8 knowledgeable and helpful
9 in their services.

10 (B) Accessibility:

11 1. Cable operator shall provide \$5.00 to their account.
12 customer service centers at
13 sites acceptable to the

14 Franchising Authority,
15 with no subscriber further
16 than 10 miles from one. Hours:
17 M-F 8:00 A.M. to 6:00 P.M.;
18 Sat. 9:00 A.M. to 1:00 P.M.

19 2. Cable operator shall have local \$5.00 to their account.
20 telephone access lines available
21 24 hours a day, 7 days a week.

22 3. Cable operator will have \$5.00 to their account.
23 dispatchers and technicians
24 on call 24 hours a day, 7 days
25 a week.

26 4. Calls are being answered in 30 \$5.00 to their account.
27 seconds or less; transfers
28 made within 30 seconds, 90%
29 monthly.

30 5. Calls receiving busy signals \$5.00 to their account.
31 shall not exceed 3% of the
32 total telephone calls.

33 (C) Responsiveness:

34 1. Guaranteed 7 Day Residential
35 Installation:

36 (a) Cable operator shall complete Free installation, or 1
37 installations requested by month's basic service,
38 customers within 7 business if the fee has been days after the order placed. waived for
39 promotional reasons.

40 (b) All underground cable drops
41 will be buried no less than
42 12 inches and no more than
43 one calendar week from the
44 initial installation, or

1 ~~mutual agreement.~~

2 ~~2. Residential Installation~~

3 ~~Appointments:~~

4 ~~(a) Cable operator customers \$5.00 credit to their~~
5 ~~wanting installation of account.~~

6 ~~cable may choose any 4 hour~~
7 ~~time block for installation.~~

8 ~~(b) Every cable operator customer \$5.00 credit to their~~
9 ~~shall be contacted within 2 account.~~

10 ~~weeks after installation to~~
11 ~~assure customer satisfaction.~~

12 ~~(c) Cable operator will have \$5.00 credit to their~~
13 ~~responded to a service account.~~

14 ~~request when technician~~
15 ~~arrives within the agreed~~
16 ~~upon time, notice left if~~
17 ~~customer is not home.~~

18 ~~Reschedule within 48 hours.~~

19 ~~3. Residential Service Interruptions:~~

20 ~~(a) System outages resulting One day's free service~~
21 ~~from cable operator equipment for each 24 hour delay.~~

22 ~~failure affecting 5 or more~~
23 ~~customers shall be corrected~~
24 ~~within 2 hours after the~~
25 ~~third customer call is received.~~

26 ~~(b) All other interruptions One day's free service~~
27 ~~resulting from cable operator for each 24 hour delay.~~

28 ~~equipment failure shall be~~
29 ~~corrected by the end of~~
30 ~~the next day.~~

31 ~~(c) Cable operator shall keep a One day's free service~~
32 ~~file for all service for each 24 hour delay.~~

33 ~~interruptions and requests~~
34 ~~for service that result in a~~
35 ~~service call.~~

36 ~~(d) All service outages or One day's free service~~
37 ~~interruptions beyond the for each 24 hour delay.~~

38 ~~control of cable operator~~
39 ~~shall be corrected within~~
40 ~~36 hours.~~

41 ~~4. TV Reception Difficulties:~~

42 ~~(a) Cable operator will provide One day's free service~~
43 ~~clear TV reception and shall for each 24 hour delay.~~

44 ~~make repairs promptly, and~~

1 ~~interrupt service only for good~~
2 ~~cause and for the shortest~~
3 ~~time possible.~~
4 ~~(b) If a customer experiences One day's free service~~
5 ~~poor video or audio reception for each 24-hour delay.~~
6 ~~due to cable operator's~~
7 ~~equipment, cable operator~~
8 ~~will repair the problem no~~
9 ~~later than the next day, or~~
10 ~~at customer's convenience.~~
11 ~~5. Problem Resolution:~~
12 ~~(a) Cable operator customer \$5.00 credit to their~~
13 ~~service representatives account.~~
14 ~~will be able to provide~~
15 ~~credit, waive fees,~~
16 ~~schedule appointments~~
17 ~~and change billing cycles.~~
18 ~~Any difficulties that cannot~~
19 ~~be resolved by the customer~~
20 ~~service representative will~~
21 ~~be referred to a supervisor~~
22 ~~who will contact the customer~~
23 ~~within 4 hours and offer a~~
24 ~~solution to the problem within~~
25 ~~48 hours.~~
26 ~~6. Billing, Credits And Refunds:~~
27 ~~(a) Conversion to anniversary \$5.00 credit to their~~
28 ~~billing system. account.~~
29 ~~(b) Cable operator shall issue \$5.00 credit to their~~
30 ~~a credit or refund within account.~~
31 ~~30 days after determining~~
32 ~~the customer is entitled to~~
33 ~~one.~~
34 ~~7. Respectful Treatment Of Customer's~~
35 ~~Property:~~
36 ~~(a) Cable operator shall replace \$10.00 credit plus any~~
37 ~~trees or shrubs damaged from additional repairs.~~
38 ~~installation.~~
39 ~~(b) Cable operator will restore \$10.00 credit plus any~~
40 ~~any damaged property to the additional repairs.~~
41 ~~same condition it was before~~
42 ~~damaged.~~
43 ~~(c) Cable operator will give \$10.00 credit plus any~~
44 ~~notice to property owners additional repairs.~~

1 before entering premises;
2 specifying the work to be
3 done.
4 ~~(d) Cable operator personnel \$10.00 credit plus any~~
5 ~~shall clean up the area additional repairs.~~
6 ~~surrounding a work site~~
7 ~~and properly dispose~~
8 ~~cable materials.~~
9 ~~(D) Service For Customers With Disabilities:~~
10 ~~1. Cable operator shall provide~~
11 ~~the following service for~~
12 ~~customers with disabilities~~
13 ~~at no additional charge:~~
14 ~~(a) Cable operator will deliver \$5.00 credit to their~~
15 ~~and pick up converters at account.~~
16 ~~the home of customers with~~
17 ~~disabilities. In the case of a~~
18 ~~malfunctioning converter,~~
19 ~~the technician shall replace~~
20 ~~it with a new one.~~
21 ~~2. Cable operator will provide~~
22 ~~the following services for~~
23 ~~the hearing impaired at no~~
24 ~~additional charge:~~
25 ~~(a) Cable operator will provide \$5.00 credit to their~~
26 ~~TDD service with trained account.~~
27 ~~operators who can provide~~
28 ~~any assistance available.~~
29 ~~3. Cable operator shall provide \$5.00 credit to their~~
30 ~~free use of a remote control account.~~
31 ~~unit to mobility impaired~~
32 ~~customers.~~
33 ~~4. A customer with a disability \$5.00 credit to their~~
34 ~~may request the above services account.~~
35 ~~by providing cable operator~~
36 ~~with a letter from a physician~~
37 ~~stating their condition, or~~
38 ~~by making the request to the~~
39 ~~installer in person.~~
40 ~~(E) Customer Information:~~
41 ~~1. Upon installation, or at a Provide customer with~~
42 ~~customers request, cable the requested informa-~~
43 ~~operator will provide the tion and \$5.00 credit~~
44 ~~following information: to their account.~~

~~(a) Products and services offered.~~
~~(b) Complete range of service options and prices.~~
~~(c) Customer service standards.~~
~~(d) Instruction on use of cable TV service and on standard VCR hookups.~~
~~(e) Billing, collection and disconnect policies.~~
~~(f) Customer privacy requirements.~~
~~(g) Complaint procedure, containing the City or the designated agency to whom the complaints should be addressed.~~
~~(h) Use and availability of A/B switch.~~
~~(i) Use and availability of parental control/lock-out device.~~
~~(j) Special services for customers with visual, hearing or mobility disabilities.~~
~~(k) Days, times of operation, and locations of the customer service centers.~~
~~2. Copies of all notices of \$5.00 credit to their Franchising Authority account, and GMCC.~~
~~3. Cable operator will provide \$5.00 credit to their customers with written account, notification of any change in rates, programming, or channels at least 30 days before the date of the change.~~
~~4. Every employee of cable operator \$5.00 credit to their in contact with customers will account, wear an ID card with their name and photograph. Every vehicle of cable operator will be visually identified as working for cable operator. Customer service representatives will identify themselves on the~~

1 phone.

2 ~~5. Estimated cost of service and \$5.00 credit to their~~
3 ~~charges provided before work account.~~

4 ~~is done.~~

5 ~~(F) Customer Privacy:~~

6 ~~1. Cable operator will not monitor The customer has the~~
7 ~~cable television signals to choice of either a~~
8 ~~determine viewing patterns of check for at least~~
9 ~~a customer without prior written \$100.00 or a credit to~~
10 ~~customer consent. their account in the~~
11 ~~same amount.~~

12 ~~2. Cable operator will not sell or The customer has the~~
13 ~~make available customer lists or choice of either a~~
14 ~~other personally identifiable check for at least~~
15 ~~customer information without \$100.00 or a credit to~~
16 ~~prior written customer consent. their account in the~~
17 ~~same amount.~~

18 ~~(G) Safety:~~

19 ~~1. Cable operator will install and At least \$25.00/day for~~
20 ~~locate its equipment in compli each 24 hour delay in~~
21 ~~ance with all Federal, State, responding, plus addi~~
22 ~~local and company safety stan tional rights or causes~~
23 ~~dards, and in such manner that of action available to~~
24 ~~will not interfere with or the customer.~~
25 ~~endanger persons or property.~~

26 ~~(H) Satisfaction Guaranteed:~~

27
28 ~~1. Cable operator will guarantee Free installation.~~
29 ~~customer satisfaction for~~
30 ~~every customer who requests~~
31 ~~new installation of cable~~
32 ~~service or adds any addi~~
33 ~~tional programming service~~
34 ~~to his/her cable subscription.~~

35
36 ~~(Ord. 25, Series of 1994)~~

37
38 8-10-6: NON-WAIVER:.

39
40 Failure to enforce any provision of these standards shall not operate as a waiver of the
41 obligations or responsibilities of the cable operator under said provision, or any other provision
42 of these standards. ~~(Ord. 25, Series of 1994)~~

43
44 **Section 3:** Severability. If any part, section, subsection, sentence, clause or

1 phrase of this ordinance is for any reason held to be invalid, such invalidity shall not affect the
2 validity of the remaining sections of this ordinance. The City Council hereby declares that it
3 would have passed this ordinance, including each part, section, subsection, sentence, clause or
4 phrase hereof, irrespective of the fact that one or more parts, sections, subsections, sentences,
5 clauses or phrases may be declared invalid.

6
7 **Section 4:** Repealer. All ordinances or resolutions, or parts thereof, in
8 conflict with this ordinance are hereby repealed, provided that this repealer shall not repeal the
9 repealer clauses of such ordinance nor revive any ordinance thereby.

10
11
12 INTRODUCED AS A BILL at a regularly scheduled meeting of the City Council
13 of the City of Littleton on the 7th day of April, 2015, passed on first reading by a vote of 6 FOR
14 and 0 AGAINST; and ordered published by posting at Littleton Center, Bemis Library, the
15 Municipal Courthouse and on the City of Littleton Website.

16 PUBLIC HEARING on the Ordinance to take place on the 21st day of April,
17 2015, in the Council Chambers, Littleton Center, 2255 West Berry Avenue, Littleton, Colorado,
18 at the hour of 6:30 p.m., or as soon thereafter as it may be heard.

19 PASSED on second and final reading, following public hearing, by a vote of _____FOR
20 and _____ AGAINST on the 21st day of April, 2015 and ordered published by posting at
21 Littleton Center, Bemis Library, the Municipal Courthouse and on the City of Littleton Website.

22 ATTEST:

23 _____
24 Wendy Heffner
25 CITY CLERK

Phil Cernanec
PRESIDENT OF CITY COUNCIL

26
27 APPROVED AS TO FORM:

28
29 _____
30 Kristin Schledorn
31 CITY ATTORNEY