

AN ORDINANCE related to cable services; amending SMC 21.60 by amending the Customer service standards for cable Customers, known as the "Cable Customer Bill of Rights."

WHEREAS, pursuant to federal law, a franchising authority such as the City of Seattle has established and enforces Customer service requirements on a Cable Operator; and

WHEREAS, the City currently monitors Customer Complaints through its Office of Cable Communications; and

WHEREAS, the City has determined that amendments are in order to make the Cable Customer Bill of Rights more responsive to Seattle citizens; and

WHEREAS, technological changes have occurred which warrant updating consumer protection;

WHEREAS, the City has an interest in ensuring greater privacy for its citizens; Now, Therefore,

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. SMC 21.60.800 through SMC 21.60.830, known as the Cable Customer Bill of Rights, is hereby amended as follows:

21.60.800 POLICY

The (({- cable operator -})) {+ Cable Operator +} shall be permitted option and autonomy to first resolve (({- customer -})) {+

Customer +} inquiries and complaints without delay and interference from the City.

Where a given (({- complaint -})) {+ Complaint +} is not addressed by the (({- cable operator -})) {+ Cable Operator +} to the (({- customer's -})) {+ Customer's +} satisfaction, the City may intervene. In addition, where a pattern of, or unremedied, noncompliance with the Standards is identified, the City may prescribe a cure and establish a thirty (30) day deadline for implementation of the cure. If the noncompliance is not cured within thirty (30) days, monetary sanctions {+ of up to \$500.00 +} (({- will -})) {+ may +} be imposed to encourage compliance.

These Standards are intended to be of general application; however, the (({- cable operator -})) {+ Cable Operator +} shall be relieved of any obligations hereunder if it is unable to perform due to a (({- region-wide natural emergency -})) {+ force majeure event +} affecting a significant portion of the franchise area. The (({- cable operator -})) {+ Cable Operator +} is free to exceed these Standards to the benefit of its (({- customer -})) {+ Customer +}s, and such shall be considered performance for the purpose of enforcing these Standards.

These Standards are supplementary to any (({- customer -})) {+ Customer +} service requirements in any existing franchise agreements between a (({- cable operator -})) {+ Cable Operator +} and the City. The provisions contained in (({- the ordinance codified in -})) this subchapter and in existing franchise agreements should be interpreted consistently wherever possible. Where {+ the provisions of +} this subchapter and any existing franchise agreement are inconsistent, the

provisions of the franchise agreement will control for purposes of assessing fines, penalties and compliance with the City's franchise; however, (({- for purposes of -})) {+ the requirements for maintaining in-City service centers as specified in SMC 21.60.820B, the privacy provisions of SMC 21.60.830F, and for +} assessing credits, refunds, or other specific remedies under Schedule A (({- hereto, the provisions of this subchapter control -})) {+ of this subchapter, shall control over any inconsistent franchise provisions +}.

21.60.810 DEFINITIONS

When used in these (({- customer service standards (the "standards") -})) {+ Customer Service Standards (the "Standards") +}, the following words, phrases, and terms shall have the meanings given below.

"Cable Operator" (({- means any person providing cable services pursuant to a franchise agreement within any area of the City of Seattle, and such person's employees, agents, contractors, or sub-contractors -})) {+ shall have the meaning set forth in Section 602(5) of the federal Communications Act., 47 U.S.C. section 522(5).

+} {+ "Cable Services" shall mean (a) the one-way transmission to Customers of video programming, or other programming service, and (b) Customer interaction, if any, which is required for the selection and use of such video programming or other programming service. +}

{+ "Cable System" shall have the meaning set forth in Section 602(7) of the federal Communications Act, 47 U.S.C. section 522(7). +}

"City" means the City of Seattle, Washington.

{+ "Complaint" shall mean any issue raised by a Customer that is a violation of the Cable Customer Bill of Rights. +}

"Customer" means any person who {+ lawfully +} receives Cable Services (({- of any sort -})) {+ or Other Services +} from the (({- cable operator -})) {+ Cable Operator +}.

"Customer Service Representative" ("CSR") means any person employed by the (({- cable operator -})) {+ Cable Operator +} to assist, or provide service to (({- customers -})) {+ Customers +}, whether by answering public telephone lines, writing service or installation orders, answering (({- customer -})) {+ Customer +}'s' questions, receiving and processing payments, or performing other (({- customer -})) {+ Customer +} service related tasks.

{+ "Other Service" means any wire or radio communications service, including, but not limited to, any interactive television or Internet Service, provided through the use of any of the facilities of a Cable Operator that are used in the provision of a Cable Service. +}

"(({- Non-standard installation -})) {+ Non-Standard Installation +}" means any installation of cable services that requires the installation of facilities from a point more than one hundred twenty-five (125) feet from the (({- customer's -})) {+ Customer's +} property line to: (1) for a prewired dwelling unit, the federal demarcation point; or (2) for an unwired dwelling unit, a

point not less than twelve (12) inches from the exterior wall of the dwelling unit; or (3) any underground installation in an area where plant facilities are not underground; or (4) any installation calling for multiple outlets in a dwelling unit; or (5) a commercial installation.

"Normal (({- business hours -})) {+ Business Hours +}" means the hours of (({- eight -})) 8:00 a.m. to (({- seven -})) 7:00 p.m., Monday through Friday, and (({- nine -})) 9:00 a.m. to (({- five -})) 5:00 p.m., Saturday, excluding legal holidays.

"Normal (({- operating conditions -})) {+ Operating Conditions +}" means service conditions within the control of the {+ C +}(({- c -}))able {+ O +}(({- o -}))perator. Those conditions that are not within the control of the (({- cable operator -})) {+ Cable Operator +} include, but are not limited to, natural disasters, civil disturbances, power outages, telephone network outages, and severe or unusual weather conditions. Those conditions that are ordinarily within the control of the (({- cable operator -})) {+ Cable Operator +} include, but are not limited to, special promotions, pay-per-view events, rate increases, regular peak or seasonal demand periods, and maintenance or upgrade of the (({- cable system -})) {+ Cable System +}.

"Standard (({- i -})) {+ I +}nstallation" means (1) for an unwired dwelling unit, an installation of cable service to the (({- customer's -})) {+ Customer's +} dwelling unit located up to one hundred twenty-five (125) feet from the existing distribution system, plus additional inside wire and at least one (1) outlet sufficient to receive cable services; and (2) for a prewired dwelling, the

installation of cable service to the federal demarcation point located on the (({- subscriber's -})) {+ Customer's +} property up to one hundred twenty-five (125){+ +}feet from the (({- customer's -})) {+ Customer's +} property line, sufficient to receive cable services and where the prewired equipment will allow the Cable System to meet all Federal Communications Commission (FCC) technical requirements.

21.60.820 Customer service.

A. Courtesy.

All employees of the (({- cable operator -})) {+ Cable Operator +} shall be courteous, knowledgeable and helpful and shall provide effective, {+ timely +} and satisfactory service in all contacts with (({- customers -})) {+ Customers +}.

B. Accessibility.

The (({- cable operator -})) {+ Cable Operator +} shall provide at least one (1) service center for each seventy-five thousand (75,000) (({- customers -})) {+ Customers +} served, located at a safe, visible site within (({- its service area -})) {+ the City of Seattle +}, that is handicapped accessible, and located along mass transit routes. Except as otherwise approved by the City, all service centers shall be open Monday through Friday, (({- eight -})) (({- (-}))8:00(({-) -})) a.m. to (({- seven -})) (({- (-}))7:00(({-) -})) p.m., and Saturdays from (({- nine -})) (({- (-}))9:00(({-) -})) a.m. to (({- five -})) (({- (-}))5:00(({-) -})) p.m., excluding legal holidays, and shall be fully staffed {+ on-site +} with CSRs

offering the following services to (({- customers -})) {+ Customers +} who come to the service center: bill payment {+ (including the ability to provide change and Customer receipts) +}, equipment exchange, processing of change of service requests, and response to (({- customer -})) {+ Customer +} inquiries and requests. The City may approve alternatives for service centers {+ that provide substantially equivalent services. +} (({- offering lesser services, or that are within ten (10) miles of its service area, at any site to which the public has general access. -})) The (({- cable operator -})) {+ Cable Operator +} shall post a sign at each service center advising (({- customers -})) {+ Customers +} of its hours of operation and of the addresses and telephone numbers (({- at which -})) to contact the City and the (({- cable operator -})) {+ Cable Operator +} if the service center is not open at (({- the times posted -})) {+ other than Normal Business Hours +}. The (({- cable operator -})) {+ Cable Operator +} shall provide free exchanges of faulty converters at the (({- customer's -})) {+ Customer's +} address.

CSRs will be available to respond to (({- customer -})) {+ Customer +} inquiries during (({- normal business hours -})) {+ Normal Business Hours +}. The (({- cable operator -})) {+ Cable Operator +} shall maintain local or toll free telephone access lines that shall be available during (({- normal business hours -})) {+ Normal Business Hours +} for service/repair requests and billing inquiries.

The (({- cable operator -})) {+ Cable Operator +} shall have dispatchers and technicians on call twenty-four (24) hours a day, seven (7) days a week, including legal holidays, for emergency purposes.

The (({- cable operator -})) {+ Cable Operator +} shall retain sufficient Customer Service Representatives 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. {+ The Customer shall be able to speak with a Customer Service Representative within five (5) minutes. +} These standards shall be met no less than ninety (90) percent of the time, measured (({- monthly -})) {+ on a quarterly basis +} under (({- normal operating conditions -})) {+ Normal Operating Conditions +}. {+ Compliance with this standard shall be reported on a quarterly basis. +}

The total number of calls receiving busy signals shall not exceed three (3) percent of the total telephone calls. This standard shall be met ninety (90) percent or more of the time, measured (({- monthly -})) {+ on a quarterly basis +} under (({- normal operating conditions -})) {+ Normal Operating Conditions +}.

{+ The Cable Operator shall also retain sufficient Customer Service Representatives and telephone line capacity to ensure that a Customer shall make contact with a human being within five (5) minutes. +}

C. Responsiveness.

1. Guaranteed Seven-day Standard Installation {+ and Service +}.
The (({- cable operator -})) {+ Cable Operator +} shall complete all (({- standard installations -})) {+ Standard Installations and Service Repairs +} requested by (({- customers -})) {+ Customers +} within seven (7) business days after an order has been placed, unless

otherwise requested by the (({- customer -})) {+ Customer +}. {+ This standard must be met ninety-five percent (95%) of the time under Normal Operating Conditions measured on a quarterly basis. +}If the (({- customer -})) {+ Customer +} requests a (({- non-standard installation -})) {+ Non-Standard Installation +}, or the (({- cable operator -})) {+ Cable Operator +} determines that a (({- non-standard installation -})) {+ Non-Standard Installation +} is required, the (({- cable operator -})) {+ Cable Operator +} shall provide the (({- customer -})) {+ Customer +} in advance with a total installation cost estimate and an estimated date of completion.

All underground cable drops from the curb to the home shall be buried at a depth of no less than twelve (12) inches, and within no more than (({- one (1) -})) {+ three (3) +}calendar week{+ s +} from the initial installation, or at a time mutually agreed upon between the (({- cable operator -})) {+ Cable Operator +} and the (({- customer -})) {+ Customer +}.

2. Residential Installation {+ and Service +}Appointments. Customers requesting installation of cable service or {+ repair +} service to an existing installation may choose any {+ available +}four (4) hour block of time for the installation appointment during (({- normal business hours -})) {+ Normal Business Hours +}. The (({- cable operator -})) {+ Cable Operator +} (({- may schedule service calls and other installation activities outside normal business hours at the request of and for the convenience of the customer -})) {+ shall provide Customers the option of service or installation appointments weekday evenings until 7:00 p.m. and a minimum of four hours on Saturdays at the request of and for the convenience of the Customer +}. The (({- cable operator -})) {+

Cable Operator +} may not cancel an appointment with a (({- customer -})) {+ Customer +} after (({- five (5:00) -})) {+ 5:00 +} p.m. on the day before the scheduled appointment.

The (({- cable operator -})) {+ Cable Operator +} shall contact {+ new Customers +} by telephone, mail, {+ e-mail +} (({- and maintain records of a reasonable sample of its customers within two (2) weeks after installation to assure overall customer satisfaction with the work completed -})) or in person within two weeks {+ after installation or provide a self-addressed stamped response postcard to all Customers in its installation materials to assure overall Customer satisfaction with the work completed. The Cable Operator shall maintain records of a reasonable sample of Customer responses +}.

The (({- cable operator -})) {+ 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 -})) {+ If +} the (({- customer -})) {+ Customer +} is absent when the technician arrives, the technician (({- leaves a written notification of arrival and return time, and a copy of that notification is kept by the cable operator -})) {+ shall verify the appointment with his/her dispatcher by telephone while at the Customer's door and leave written notification of timely arrival +}. {+ A copy of that notification shall be kept by the Cable Operator. +} In such circumstances, the (({- cable operator -})) {+ Cable Operator +} shall contact the (({- customer -})) {+ Customer +} within forty-eight (48) hours. {+ In the event that a technician arrives without a prior appointment, and the Customer must be present for service to proceed, and the Customer is absent, it shall not be

deemed that the Cable Operator has responded to a request for service. +}

If a (({- cable operator -})) {+ Cable Operator +} representative fails to keep an{+ installation or service +}appointment for any reason, the (({- cable operator -})) {+ Cable Operator +} will contact the (({- customer -})) {+ Customer +} before the end of the scheduled appointment, and reschedule the appointment at a time convenient for the (({- customer -})) {+ Customer +}.

3. (({- Residential Service Interruptions. -})) {+ Outages. +}
In the event of system outages (loss of reception (({- on all channels -})) {+ of sound or video or interactive television, or failure of Internet or e-mail connections) +}resulting from (({- cable operator -})) {+ Cable Operator +} equipment failure affecting five (5) or more (({- customers -})) {+ Customers +}, the (({- cable operator -})) {+ Cable Operator +} shall (({- correct such failure -})) {+ initiate repairs +} within two (2) hours after the third (({- customer -})) {+ Customer +} call is received. {+ All Customers who call the Cable Operator to report an outage shall receive credit for the entire day on which the outage occurred and for each additional day the outage continues. The Cable Operator shall notify the City of any outage of at least four (4) continuous hours that affects at least ten percent (10%) of its Customers. +}

The (({- cable operator -})) {+ Cable Operator +} shall (({- correct -})) {+ initiate repairs to +}all other service interruptions resulting from (({- cable operator -})) {+ Cable Operator +} equipment failure within twenty-four (24) hours.

{+ A Cable Operator shall initiate repairs to Customer reported
+)(({- All -})) (({- service -})) outages and{+ service +}
interruptions{+ , +} for any cause beyond the control of the (({-
cable operator -})) {+ Cable Operator, +} (({- shall be corrected -
})) within twenty-four (24) hours after the conditions beyond its
control have been corrected.

4. TV Reception {+ and Cable Modem Internet Connection. +} (({-
The cable operator shall provide clear television reception that
meets or exceeds technical standards established by the United States
Federal Communications Commission (FCC). -})) {+ The signal quality
provided by the Cable Operator shall meet or exceed technical
standards established by the United States Federal Communications
Commission (FCC). +} {+ Cable modem Internet connections shall meet
performance specifications advertised by the Cable Operator. +} The
(({- cable operator -})) {+ Cable Operator +} shall render efficient
service, make repairs promptly, and interrupt service only for good
cause and for the shortest time possible. Scheduled interruptions
that the (({- cable operator -})) {+ Cable Operator +} anticipates
will last more than four (4) hours shall be preceded by at least
twenty-four (24) hour's notice {+ to affected Customers +}, and shall
occur during periods of minimum use of the system, preferably between
midnight and(({- six (6:00) -})) {+ 6:00 +} a.m. {+ Such
notification of a planned outage may take the form of a door hanger,
a message or insert into the monthly bill, a telephone call, or
supplemented with on-screen messages announcing the planned outage.
Cable modem Internet Customers may receive notification by e-mail. +}

If a (({- customer -})) {+ Customer +} experiences poor (({-
video or audio reception -})) {+ signal quality or interruptions of

Cable or Other Service +} attributable to the (({- cable operator's -})) {+ Cable Operator's +} equipment, the (({- cable operator -})) {+ Cable Operator +} shall {+ respond and +} repair the problem no later than the day following the (({- customer -})) {+ Customer +} call {+ provided that the Customer is available and the repair can be made within the allotted time. +} If an appointment is necessary, the (({- customer -})) {+ Customer +} may choose a four (4) hour block of time during (({- normal operating hours -})) {+ Normal Business Hours +}. At the (({- customer's -})) {+ Customer's +} request, the (({- cable operator -})) {+ Cable Operator +} shall repair the problem at a later time convenient to the (({- customer -})) {+ Customer +}. {+ The Cable Operator shall provide Customers the option of service or installation appointments weekday evenings until 7:00 p.m. and a minimum of four (4) hours on Saturdays. +}

5. Problem Resolution. (({- The -})) {+ A +} (({- cable operator's -})) {+ Cable Operator's +} CSRs shall have the authority to provide credit for interrupted service or any of the other credits listed in Schedule A, 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 {+ make best efforts to +}contact the (({- customer -})) {+ 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 -})) {+ Customer +} and the (({- cable operator -})) {+ Cable Operator +}.

6. Billings, Credits, Refunds, and Deposits. (({- Cable operator -})) Customers will receive a clear and concise bill every month. {+ To be considered clear and concise, due dates shall be required, and

a bill shall be issued. +} The (({- cable operator -})) {+ Cable Operator +} shall respond to a (({- customer's -})) {+ Customer's +} billing inquiry, {+ general question, or comment +}made by telephone {+ or e-mail +} within forty-eight (48) hours (({- and to a written billing inquiry within two (2) weeks after receiving it. -})) {+ The Cable Operator shall respond in writing to a written billing inquiry, general question or comment within two weeks of the date of receipt of the letter. The Cable Operator shall provide the option of a mailed bill and payment to Customers upon request. +}

The (({- cable operator -})) {+ Cable Operator +} shall allow at least thirty (30) days from the beginning date of the applicable billing cycle for payment of a (({- customer's -})) {+ Customer's +} service bill for that period. If a (({- customer's -})) {+ Customer's +} service bill is not paid within that period of time the (({- cable operator -})) {+ Cable Operator +} may apply an administrative fee to the (({- customer's -})) {+ Customer's +} account. If the (({- customer's -})) {+ Customer's +} service bill is not paid within forty-five (45) days of the beginning date of the applicable service period, the (({- cable operator -})) {+ Cable Operator +} may perform a "soft" disconnect of the (({- customer's -})) {+ Customer's +} service. If a (({- customer's -})) {+ Customer's +} service bill is not paid within fifty-two (52) days of the beginning date of the applicable service period, the (({- cable operator -})) {+ Cable Operator +} may disconnect the (({- customer's -})) {+ Customer's +} service; provided, it has provided ten (10) days notice to the (({- customer -})) {+ Customer +} that such disconnection may result.

If a (({- customer -})) {+ Customer +} requests disconnection of

any or all services, billing for affected services shall end on the same day, or on the future date for which the disconnect is ordered. The (({- customer -})) {+ Customer +} shall not be responsible for (({- cable services -})) {+ Cable Services +} delivered after the request. The (({- cable operator -})) {+ Cable Operator +} must refund any credit balance owed the (({- customer -})) {+ Customer +}, less any owed or disputed amounts, within {+ }fifteen (15) business days after the close of the (({- customer's -})) {+ Customer's +} billing cycle following the return of the equipment and request for disconnection. The (({- cable operator -})) {+ Cable Operator +} shall issue a credit or refund to a (({- customer -})) {+ Customer +} within{+ fifteen (15) business +}days after the close of the billing cycle following the return of the equipment and request for disconnection.

Deposits shall accrue interest at a fair market rate. Within ten (10) days after termination of service, the (({- cable operator -})) {+ Cable Operator +} shall repay any deposit with a statement showing accrued interest to the (({- customer -})) {+ Customer +}, less any sums owed to the (({- cable operator -})) {+ Cable Operator +}.

7. Treatment of Property Owner's Property. Trees and shrubs or other landscaping on a (({- customer's -})) {+ Customer's +} property that are damaged by the (({- cable operator -})) {+ Cable Operator +}, or any employee or agent during installation or construction {+ for the Customer or in the process of serving adjacent structures, +} shall be restored to their prior condition or replaced. Trees and shrubs shall not be removed without the prior permission of the owner (({- or legal tenant - }))of the property on which they are located.

The (({- cable operator -})) {+ Cable Operator +} shall, at its own cost and expense, and in a manner approved by the property owner and the City, restore any property to as good condition as before the work causing such disturbance was initiated. The (({- cable operator -})) {+ Cable Operator +} shall repair, replace or compensate (({- a -})) {+ all +} property owner{+ s +} for (({- any -})) damage{+ s +} resulting from the (({- cable operator's -})) {+ Cable Operator's +} installation, construction, service or repair activities {+ for a Customer. +}

Except in the case of an emergency involving public safety or service interruption to a large number of (({- subscribers -})) {+ Customers +}, the (({- cable operator -})) {+ 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. Nothing herein shall be construed as authorizing access or entry to private property, or any other property, where such right to access or entry is not otherwise provided by law. If damage is caused by (({- cable operator -})) {+ Cable Operator +} activity, the (({- cable operator -})) {+ Cable Operator +} shall reimburse the property owner one hundred (({- (100) -})) percent {+ (100%) +} of the cost of the damage or replace the damaged property. For the installation of pedestals or other major construction or installation projects, property owners shall also be notified by mail or door hanger notice at least one (1) week in advance. In the case of an emergency, the (({- cable operator -})) {+ Cable Operator +} shall attempt to contact the property owner or legal tenant in person, and shall leave a door hanger notice in the

event personal contact is not made.

The (({- cable operator -})) {+ Cable Operator +} shall clean all areas surrounding any work site {+ of debris caused by the Cable Operator's activities +} and ensure that all cable materials (({- have been -})) {+ are +} disposed of properly.

D. Services for Customers with Disabilities. For any (({- customer -})) {+ Customer +} with a disability, the (({- cable operator -})) {+ Cable Operator +} shall at no charge deliver and pick up converters at (({- customer's -})) {+ the Customer's +} home(({- s -})). (({- In the case of a malfunctioning converter, the technician shall provide another converter , hook it up and ensure that it is working properly, and shall return the defective converter to the cable operator. -})) {+ In the case of malfunctioning equipment, the technician shall provide and install substitute equipment, ensure that it is working properly, and return the defective equipment to the Cable Operator. +}

The (({- cable operator -})) {+ Cable Operator +} shall provide TDD{+ /TYY +} service with trained operators who can provide every type of assistance rendered by the (({- cable operator's -})) {+ Cable Operator's +} CSR for any hearing-impaired (({- customer -})) {+ Customer +} at no charge.

The (({- cable operator -})) {+ Cable Operator +} shall provide free use of a converter remote control unit to mobility-impaired (({- customers -})) {+ Customers +}.

Any (({- customer -})) {+ Customer +} with a disability may request

the special services described above by providing the (({- cable operator -})) {+ Cable Operator +} with a letter from the (({- customer's -})) {+ Customer's +} physician stating the need, or by making the request to the (({- cable operator's -})) {+ Cable Operator's +} installer or service technician, where the need for the special services can be visually confirmed.

E. Customer Information. Upon {+ (1) +} installation{+ ; +} (({- , and at any time the customer may request, the cable operator shall provide the following information, in clear, concise written form - })){+ ; (2) annually; and (3) at any time the Customer requests, the Cable Operator shall provide the following information, in clear, concise written form: +}

Products and services offered by the (({- cable operator -})) {+ Cable Operator +}, including its channel lineup{+ . Thirty (30) days prior to the Cable Operator changing its channel lineup, the Cable Operator shall provide subscribers with the revised channel lineup +};

The (({- cable operator's -})) {+ Cable Operator's +} prices and options for programming services, conditions of subscription to programming and (({- other services -})) {+ Other Services +}, and policies concerning changes in services offered, notification of changes, disconnection and service downgrades{+ . Thirty (30) days prior to the Cable Operator changing any of the above, the Cable Operator shall provide subscribers with the changes +};

These (({- s -})) {+ S +} standards, with Schedule A, and any other applicable (({- customer -})) {+ Customer +} service standards{+ . A

written copy of these Standards or a summary approved by the City shall be provided to Customers at installation and annually; an on-line version shall be considered acceptable annual dissemination of the standards to cable modem Internet Customers +};

Installation and service maintenance policies, including the (({- customer's -})) {+ Customer's +} responsibilities for equipment;

Instruction on the use of cable TV service(({- s -})), {+ remote control +} and on standard VCR hookups;

{+ Instruction on the use of interactive television if provided by the cable operator; +}

{+ Instruction on the use of cable modem service; +}

(({- Channel positions of programming; -}))

Billing and (({- c -})) {+ C +}omplaint procedures, including the address and telephone number of the (({- cable operator's -})) {+ Cable Operator's +} offices, the (({- cable operator's -})) {+ Cable Operator's +} policies on deposits and credit balances, returned check charges, refunds for disruption of service or poor reception, and telephone numbers and descriptions of services of the FCC and the City's Office of Cable Communications;

Policies concerning protection of (({- customer -})) {+ Customer +} privacy{+ . The Cable Operator shall include a postage paid self-addressed mail back postcard for opt-out purposes; +}

Use and availability of parental control/lock out device;

Special services for (({- customers -})) {+ Customers +} with disabilities {+ including any other discounts required by the franchise; +}

Days, (({- times -})) {+ hours +} of operation, and locations of the service centers;

A sample of all notices provided to the (({- customer -})) {+ Customer +} shall be filed (by fax acceptable) concurrently with the City;

The (({- cable operator -})) {+ Cable Operator +} shall provide (({- customers -})) {+ Customers +} with written notification of any changes in programming, services or channel positions as soon as possible in writing and, when it becomes technologically feasible, through announcements on the (({- cable system -})) {+ Cable System +}. Customers shall be given a description of the changes, their options (({- (including costs) -})) for changing services they receive, phone number for questions and effective date. Notice must be given to (({- customers -})) {+ Customers +} a minimum of thirty (30) days in advance of such changes if the change is within the control of the (({- cable operator -})) {+ Cable Operator +}. In addition, the (({- cable operator -})) {+ Cable Operator +} shall notify (({- customers -})) {+ Customers +} thirty (30) days in advance of any significant changes in the other information required by the preceding subsection. Channel lineup changes that result from a (({- cable operator's -})) {+ Cable Operator's +} rebuild of its Cable System are exempt from the thirty (30) day notice

requirement;

All officers, agents, and employees of the (({- cable operator -})) {+ Cable Operator +}, its contractors and subcontractors who are in personal contact with (({- cable -})) (({- customers -})) {+ Customers +} shall have visible identification cards bearing their name and photograph(({- as approved by the City -})). The (({- cable operator -})) {+ Cable Operator +} shall account for all identification cards at all times. Every vehicle of the (({- cable operator -})) {+ Cable Operator used for providing services to Customers +} shall be clearly visually identified to the public as working for the (({- cable operator -})) {+ Cable Operator +}. All CSRs shall identify themselves orally to callers immediately following the greeting during each telephone contact with the public. {+ Officers, agents, and employees of the Cable Operator, its contractors and subcontractors shall identify themselves to the Customer when making a service call or installation; +}

All CSRs, technicians and employees of the (({- cable operator -})) {+ Cable Operator +} in every contact with a (({- customer -})) {+ Customer +} shall state the estimated cost of the service, repair, or installation orally prior to delivery of the service or before any work is performed, and shall provide the (({- customer -})) {+ Customer +} with an oral statement of the total charges before terminating the telephone call or before leaving the location at which the work was performed;

All promotional materials advertising cable services shall accurately disclose price terms. For non{+ - +}automated orders, the CSRs shall make clear the price of pay-per-view and pay-per-event

programming before an order is taken. The (({- cable operator -}))
{+ Cable Operator +} shall distribute promotional material in multi-
unit buildings only with the approval of the building owner. The
(({- cable operator -})) {+ Cable Operator +} shall not condition the
provision of (({- cable services -})) {+ Cable Services +} on the
receipt of such approval;

The (({- cable operator -})) {+ Cable Operator +} shall not charge
(({- customers -})) {+ Customers +} for any services they have not
affirmatively requested; provided that, this subsection shall not
prevent a (({- cable operator -})) {+ Cable Operator +} from adding
programming to an existing tier.

F. {+ Cable +} Customer Privacy. (({- The cable operator shall
not monitor cable television signals to determine the individual
viewing patterns or practices of any customer without prior written
consent from that customer, except as otherwise permitted by the
applicable franchise, and by federal law. The cable operator is
permitted to disclose such information if such disclosure is
necessary to render, or conduct, a legitimate business activity
related to a cable service or other service provided by the cable
operator to its customers. -})) {+ In addition to complying with the
requirements in this Subsection, a Cable Operator shall fully comply
with all obligations under 47 U.S.C. section 551. +}

1. Definitions

{+ "Affiliate," for purposes of this Subsection F, shall mean
any person or entity that is owned or controlled by, or under common
ownership or control with, a Cable Operator, and provides any Cable

Service or Other Service. +}

{+ "Necessary," for purposes of this Subsection F, shall mean required or indispensable. +}

{+ "Non-cable-related purpose," for purposes of this Subsection F, means any purpose that is not Necessary to render, or conduct a legitimate business activity related to, a Cable Service or Other Service provided by the Cable Operator to a Customer. +} {+ Market research, telemarketing, and other marketing of services or products shall be considered Non-cable-related purposes. +}

{+ "Personally Identifiable Information," for purposes of this Subsection F, means specific information about a Customer, including, but not be limited to, a Customer's (a) login information, (b) extent of viewing of video programming or Other Services, (c) shopping choices, (d) interests and opinions, (e) energy uses, (f) medical information, (g) banking data or information, (h) web browsing activities, or (i) any other personal or private information. "Personally Identifiable Information" shall not mean aggregate information about Customers which does not identify particular persons. +}

{+ 2. Collection and Use of Personally Identifiable Information+}

{+ (a) A Cable Operator shall not use the Cable System to collect, record, monitor or observe Personally Identifiable Information without the prior affirmative written or electronic consent of the Customer unless, and only to the extent that, such information is: (a) used to detect unauthorized reception of cable

communications, or (b) Necessary to render a Cable Service or Other Service provided by the Cable Operator to the Customer. +}

{+ (b) A Cable Operator shall take such actions as are necessary to prevent any Affiliate from using the facilities of the Cable Operator in any manner, including, but not limited to, sending data or other signals through such facilities, to the extent such use will permit an Affiliate unauthorized access to Personally Identifiable Information on the computer or other equipment of a Customer (regardless of whether such equipment is owned or leased by the Customer or provided by a Cable Operator) or on any of the facilities of the Cable Operator that are used in the provision of Cable Service. This Subsection F.2 (b) shall not be interpreted to prohibit an Affiliate from obtaining access to Personally Identifiable Information to the extent otherwise permitted by this Subsection F.

(c) A Cable Operator shall take such actions as are reasonably necessary to prevent a person or entity (other than Affiliates) from using the facilities of the Cable Operator in any manner, including, but not limited to, sending data or other signals through such facilities, to the extent such use will permit such person or entity unauthorized access to Personally Identifiable Information on the computer or other equipment of a Customer (regardless of whether such equipment is owned or leased by the Customer or provided by a Cable Operator) or on any of the facilities of the Cable Operator that are used in the provision of Cable Service.

3. Disclosure of Personally Identifiable Information +}

{+ A Cable Operator shall not disclose Personally Identifiable Information without the prior affirmative written or electronic consent of the Customer, except as follows: +}

{+ (a) A Cable Operator may disclose for a Non-cable-related purpose the name and address of a Customer to any general programming tiers of service and other categories of Cable and Other Services provided by the Cable Operator if the Cable Operator has provided the Customer the opportunity to prohibit or limit such disclosure in accordance with this Subsection F and Section 631 of the federal Communications Act, 47 U.S.C. section 551, and such disclosure does not directly or indirectly disclose:

1. A Customer's extent of viewing of a Cable Service or Other Service provided by the Cable Operator;
2. The extent of any other use by a Customer of a Cable Service or Other Service provided by the Cable Operator, including, but not limited to a disclosure of the particular viewing selections by a person subscribing to a Cable Service or Other Service, or the particular web sites visited by a Customer to cable modem service (i.e., a Cable Operator may only disclose the fact that a person subscribes to cable modem service); or
3. The nature of any transactions made by a Customer over the Cable System of the Cable Operator.
4. The nature of programming or sites that a Customer subscribes to or views (i.e., a Cable Operator may only disclose the fact that a person subscribes to a general tier of service, or a package of

channels with the same type of programming).

A minimum of thirty (30) days prior to making any disclosure of Personally Identifiable Information of any Customer as provided in this subsection F.3(a), the Cable Operator shall notify in writing the Office of Cable Communications and each Customer (that the Cable Operator intends to disclose information about) of the specific information that will be disclosed, to whom it will be disclosed, and notice of the Customer's right to prohibit the disclosure of such information for Non-cable related purposes. The notice to Customers may be included with or made a part of the Customer's monthly bill for Cable Service or Other Service or may be made by separate mailed notice. Each time that this notice is given to a Customer, the Cable Operator also shall provide the Customer with an opportunity to prohibit the disclosure of information in the future. Such opportunity shall be given in one of the following forms: a postage paid, self-addressed post card provided by the Cable Operator; a box that may be checked by the Customer on the Customer's monthly bill for Cable Services or Other Services; a toll-free number that the Customer may call; or such other equivalent methods as may be approved by the Office of Cable Communications.

Additionally, within forty-five (45) days after each disclosure of Personally Identifiable Information of any Customer as provided in this subsection F.3(a), the Cable Operator shall notify in writing the Office of Cable Communications and each Customer (that the Cable Operator has disclosed information about) of the specific information that has been disclosed, to whom it has been disclosed, and notice of the Customer's right to prohibit the disclosure of such information for Non-cable related purposes. The notice to Customers may be

included with or made a part of the Customer's monthly bill for Cable Service or Other Service or may be made by separate mailed notice. Each time that this notice is given to a Customer, the Cable Operator also shall provide the Customer with an opportunity to prohibit the disclosure of information in the future. Such opportunity shall be given in one of the following forms: a postage paid, self-addressed post card provided by the Cable Operator; a box that may be checked by the Customer on the Customer's monthly bill for Cable Services or Other Services; a toll-free number that the Customer may call; or such other equivalent methods as may be approved by the Office of Cable Communications. +}

{+ (b) A Cable Operator may disclose Personally Identifiable Information only to the extent that it is Necessary to render, or conduct a legitimate business activity related to, a Cable Service or Other Service provided by the Cable Operator to the Customer. +}

{+ (c) To the extent required by federal law, a Cable Operator may disclose Personally Identifiable Information pursuant to a subpoena or valid court order authorizing such disclosure, or to a governmental entity. +}

4. Access to Information

{+ Any Personally Identifiable Information gathered and maintained by a Cable Operator shall be made available for Customer examination within thirty (30) days of receiving a request by a Customer to examine such information at the local offices of the Cable Operator or other convenient place within the City designated by the Cable Operator. Upon a reasonable showing by the Customer

that the information is inaccurate, a Cable Operator shall correct such information. +}

{+ 5. Privacy Notice to Customers +}

{+ (a) A Cable Operator shall annually mail a separate, written privacy statement to Customers consistent with 47 U.S.C. section 551(a)(1), and shall provide a Customer a copy of such statement at the time the Cable Operator enters into an agreement with the Customer to provide Cable Service or Other Service. The written notice shall be in a clear and conspicuous format and be printed in ten point type or larger. +}

{+ (b) In the statement required by Subsection F.5(a), a Cable Operator shall state substantially the following regarding the disclosure of Customer information: "Unless a Customer affirmatively consents electronically or in writing to the disclosure of personally identifiable information, any disclosure of personally identifiable information for purposes other than to the extent Necessary to render, or conduct a legitimate business activity related to, a Cable Service or Other Service, is limited to: +}

{+ (i) disclosure pursuant to a subpoena or valid court order authorizing such disclosure, or to a governmental entity, but only to the extent required by applicable federal law.

(ii) disclosure of the name and address of a Customer to any general programming tiers of service and other categories of cable and Other Services provided by the Cable Operator that do not directly or indirectly disclose:

(A) A Customer's extent of viewing of a Cable Service or Other Service provided by the Cable Operator,

(B) The extent of any other use by a Customer of a Cable Service or Other Service provided by the Cable Operator, including, but not limited to, a disclosure of the particular viewing selections by a person subscribing to a Cable Service or Other Service, or the particular web sites visited by a Customer of cable modem service (i.e., a Cable Operator may only disclose the fact that a person subscribes to cable modem service); or

(C) The nature of any transactions made by a Customer over the Cable System.

(D) The nature of programming or sites that a Customer subscribes to or views (i.e., a Cable Operator may only disclose the fact that a person subscribes to a general tier of service, or a package of channels with the same type of programming)."} + }

{+ The notice shall also inform the Customers of their right to prohibit the disclosure of their names and addresses in accordance with Subsection (b) for Non-cable related purposes. This opportunity will be presented in the form of both a toll-free telephone number and a postage paid, self-addressed post card, provided by the Cable Operator with the privacy notice or other manner acceptable to the Office of Cable Communications. If a Customer exercises his/her right to prohibit the disclosure of name and address as provided in Subsection F.3(a) or this Subsection, such prohibition against disclosure shall remain in effect permanently, unless the Customer

subsequently notifies the Cable Operator in writing that s/he wishes to permit the Cable Operator to disclose his/her name and address. +}

6. Privacy Reporting Requirements

{+ The Cable Operator shall include in its quarterly report to the City required by SMC 21.60.830D information summarizing: +}

{+ (a)

1. the type of Personally Identifiable Information that was actually collected or disclosed during the reporting period;
2. for each type of Personally Identifiable Information collected or disclosed, a statement sufficient to demonstrate that the Personally Identifiable Information collected or disclosed was: (A) collected or disclosed only to the extent Necessary to render, or conduct a legitimate business activity related to, a Cable Service or Other Service provided by the Cable Operator; (B) used only to the extent Necessary to detect unauthorized reception of cable communications; (C) disclosed pursuant to a subpoena or valid court order or to a governmental entity to the extent required by federal law +} {+ ; (D) names and addresses disclosed in compliance with Section 3 (a) of this Ordinance; or (E) a disclosure of personally identifiable information of particular subscribers, but only to the extent affirmatively consented to by such subscribers in writing or electronically.
3. the names of all entities to whom such Personally Identifiable Information was disclosed, except that a Cable Operator need not

provide the name of any court or governmental entity to which such disclosure was made if such disclosure would be inconsistent with applicable federal law; +}

{+ (b) Describe measures that have been taken, or could be taken, to prevent the unauthorized access to Personally Identifiable Information by a person other than the Customer or the Cable Operator, including, among other things, a description of the technology that is or could be applied by the Cable Operator to prohibit unauthorized access to Personally Identifiable Information +} by any means.

{+ 7. Nothing in this Subsection F shall be construed to prevent the City from obtaining Personally Identifiable Information to the extent not prohibited by section 631 of the Communications Act, 47 U.S.C. section 551. +}

{+ 8. Any aggrieved person may commence a civil action for damages for invasion of privacy against any Cable Operator. +}

{+ 9. Destruction of Personally Identifiable Information +}

{+ A Cable Operator shall destroy, within ninety (90) days, any Personally Identifiable Information if the Personally Identifiable Information is no longer Necessary for the purpose for which it was collected and there are no pending requests or orders for access to such Personally Identifiable Information under Subsection 3 of this Subsection, pursuant to a court order, or pursuant to Section 631 of the Communications Act, 47 U.S.C. section 551. +}

10. {+ Rulemaking.

The Office of Cable Communications shall adopt such rules as it deems necessary or advisable to implement these privacy provisions of the Customer Cable Bill of Rights. +}

G. Safety. The (({- cable operator -})) {+ Cable Operator +} shall install and locate (({- is -})) {+ its +} facilities, Cable System, and equipment in compliance with all federal, state, local, and company safety standards, and in such manner as shall not unduly interfere with or endanger persons or property. Whenever the (({- cable operator -})) {+ Cable Operator +} receives notice that an unsafe condition exists with respect to its equipment, the (({- cable operator -})) {+ Cable Operator +} shall investigate such condition immediately, and shall take such measures as are necessary to remove or eliminate any unsafe condition.

H. Satisfaction Guaranteed. The (({- cable operator -})) {+ Cable Operator +} shall guarantee (({- customer -})) {+ Customer +} satisfaction for every (({- customer -})) {+ Customer +} who requests new installation of Cable Service{+ , video, interactive television or Cable modem Internet +} or adds any additional programming service to the (({- customer's -})) {+ Customer's +} cable subscription. Any such (({- customer -})) {+ Customer +} who adds (({- basic or -})) expanded basic {+ or other higher tier of video service, interactive television, or cable modem +} service to his or her account, and then requests (({- disconnection -})) {+ discontinuation of such upgraded service +} within thirty (30) days {+ due to dissatisfaction with the service, shall receive a credit to his/her account in an amount equal to the pro rata charge for the remaining days of service following

the request to disconnect. If a Customer subscribes to a service under a promotion that provides free service and chooses to disconnect during the promotion window, there shall be no charge of any kind for the service or for disconnection of the service. +} (({- shall receive a credit to his/her account in the amount of one (1) month's subscription charge for the service that has been disconnected -}))

21.60.830 COMPLAINT PROCEDURE

A. Complaints to the Cable Operator. The (({- cable operator -})) {+ Cable Operator +} shall establish written procedures for receiving, acting upon, and resolving (({- customer complaints -})) {+ Customer +} {+ Complaints +}, and crediting (({- customer -})) {+ Customer +} accounts in accordance with {+ company policies or +} Schedule A, "Credits to Customers", (({- which schedule is incorporated -}))herein, {+ whichever is greater +}, and shall publicize such procedures through printed documents at the (({- cable operator's -})) {+ Cable Operator's +} sole expense. {+ For violations of this Ordinance, credits shall be made to the Customer's account. In the event that the Customer no longer receives Cable Service or Other Services from the Cable Operator, the Cable Operator shall issue a check to the Customer within thirty (30) days of the resolution of the Complaint. +}

Said written procedures shall prescribe a simple (({- manner -})) {+ process +}(({- in -})) {+ by +} which any (({- customer -})) {+ Customer +} may submit a (({- complaint -})) {+ Complaint +} {+ in person or +} by telephone, {+ electronic mail +} or in writing to the (({- cable operator -})) {+ Cable Operator +} (({- that it has

violated any -})) {+ regarding an alleged violation of any +}
provision of these (({- customer service standards -})) {+ Customer
Service Standards +}, any terms or conditions of the (({- customer's
-})) {+ Customer's +} contract with the (({- cable operator -})) {+
Cable Operator +}, or reasonable business practices.

(({- At the conclusion of the cable operator's investigation of a
customer complaint, but in no more than fifteen (15) calendar days
after receiving the complaint, the cable operator shall notify the
customer of the results of its investigation and its proposed action
or credit. -})) {+ The Cable Operator will make best efforts to
resolve Customer concerns or Complaints at the first contact. The
City will make best efforts to redirect to the Cable Operator all
Cable Customers who have contacted the City first with a Cable or
Other Service inquiry, concern, or Complaint. Within fifteen (15)
calendar days after receiving a Complaint, the Cable Operator shall
notify the Customer of the results of its investigation and its
proposed action or credit. If the Complaint is in writing, a written
response shall be sent to the Customer within two (2) weeks of
receipt. +}

The (({- cable operator -})) {+ Cable Operator +} shall also
notify the (({- customer -})) {+ Customer +} of the (({- customer's -
})) {+ Customer's +} right to file a (({- complaint -})) {+ Complaint
+} with the City in the event the (({- customer -})) {+ Customer +}
is dissatisfied with the (({- cable operator's -})) {+ Cable
Operator's +} decision, and shall (({- thoroughly -})) explain the
necessary procedures for filing such (({- complaint -})) {+ Complaint
+} with the (({- city - })) {+ City +}.

The (({- cable operator's complaint -})) {+ Cable Operator's Complaint +} procedures shall be filed {+ with +} (({- and approved by -})) the City prior to implementation.

B. Security Fund. Within thirty (30) days of the effective date of these (({- s -})) {+ S +} standards or the effective date of any franchise granted by the City, whichever occurs first, the (({- cable operator -})) {+ Cable Operator +} shall deposit with an escrow agent approved by the City a security deposit of fifty cents ((\$.50) per (({- customer -})) {+ Customer +}. The escrowed funds shall constitute the security funds for ensuring compliance with these standards for the benefit of the City {+ and Customers +}. The escrowed funds shall be reviewed and maintained annually by the (({- cable operator -})) {+ Cable Operator +} at the level of fifty cents (\$.50) per (({- customer -})) {+ Customer +} per year, and will be replenished within fourteen (14) days in the event that amounts {+ greater than ten percent (10%) of the required fund +} are withdrawn.

The security fund shall serve as security for the payment of any penalties, fees, charges or credits as provided for herein and for the performance by the (({- cable operator -})) {+ Cable Operator +} of all its obligations under these (({- customer service standards -})) {+ Customer Service Standards +}.

The rights reserved to the City with respect to the security fund are in addition to all other rights of the City, whether reserved by any applicable franchise agreement or authorized by law, and no action, proceeding or exercise of a right with respect to same shall in any way affect, or diminish, any other right the City may otherwise have.

C. Complaints to the City. Any (({- customer -})) {+ Customer +} who is dissatisfied with any proposed (({- decision -})) {+ disposition +}of (({- the -})) {+ a Complaint by a +} (({- cable operator -})) {+ Cable Operator +} or who has not received a decision within the {+ required +} fifteen (15) day period (({- as required -})) shall be entitled to have the (({- complaint -})) {+ Complaint +} reviewed by the City.

The (({- customer -})) {+ Customer +} may initiate the review either by calling the City or by filing a written (({- complaint -})) {+ Complaint +}, by letter or in electronic form, together with the (({- cable operator's -})) {+ Cable Operator's +} written decision, if any, with the City.

The (({- customer -})) {+ Customer +} shall make such filing and notification within twenty (20) days of receipt of the (({- cable operator's -})) {+ Cable Operator's +} decision or, if no decision has been provided, within thirty (30) days after filing the original (({- complaint -})) {+ Complaint +} with the (({- cable operator -})) {+ Cable Operator +}.

If the City decides that further evidence is warranted, the City may require the (({- cable operator -})) {+ Cable Operator +} and the (({- customer -})) {+ Customer +} to submit, within ten (10) days of notice thereof, a written statement of the facts and arguments in support of their respective positions.

The (({- cable operator -})) {+ Cable Operator +} and the (({- customer -})) {+ Customer +} shall produce any additional evidence,

including any reports from the (({- cable operator -})) {+ Cable Operator +}, which the City may deem necessary to an understanding and determination of the (({- complaint -})) {+ Complaint +}.

The City shall issue a determination within fifteen (15) days after examining the materials submitted, setting forth the basis for its determination.

The City may extend these time limits for reasonable cause and may intercede and attempt to negotiate an informal resolution.

If the City determines that the (({- customer's complaint -})) {+ Customer's Complaint +} is valid and that the (({- cable operator -})) {+ Cable Operator +} did not provide the complaining (({- customer -})) {+ Customer +} with the proper solution and/or credit, the City may reverse any decision of the (({- cable operator -})) {+ Cable Operator +} in the matter and/or require the (({- cable operator -})) {+ Cable Operator +} to grant a specific solution as determined by the City in its sole discretion, and/or any credit provided for in these standards; or the City may provide the (({- customer -})) {+ Customer +} with the amount of the credit (as set forth in Schedule A) by means of a withdrawal from the security fund.

D. Verification of Compliance. The (({- cable operator -})) {+ Cable Operator +} shall maintain, in a manner consistent with the privacy rights of (({- customers -})) {+ Customers +}, an accurate and comprehensive file of (1) any and all (({- complaints -})) {+ Complaints +} regarding the Cable System or the (({- cable operator's -})) {+ Cable Operator's +} operation of the Cable System, by number and type and their disposition; (2) service requests, identifying the

number and nature of the requests and their disposition; (3) service interruptions and their disposition; (({- and -}))(4) required (({- cable operator -})) {+ Cable Operator +} contacts with (({- customers -})) {+ Customers +} after installation, {+ and (5) Customer privacy information as per SMC 21.60.820 (F) (6). +}

(({- The cable operator shall provide the City an executive summary each quarter, which summarizes the above information. -})) {+ Reports detailing compliance with the standards herein shall be provided by the Cable Company on a quarterly basis, within 30 days of the end of the quarter and shall be in a format consistent with the output capabilities of a Cable Operator's call tracking technology sufficient for the City to monitor the Cable Customer Bill of Rights. If the Cable Operator fails to provide such reports on a timely basis, or if they are incomplete, monetary sanctions of up to \$500.00 for the first quarter, up to \$1000.00 for the second consecutive quarter of noncompliance, up to \$1500.00 for the third consecutive quarter of noncompliance, and up to \$2,000.00 for all subsequent consecutive non-compliant quarters may be imposed to encourage compliance. +} The (({- cable operator -})) {+ Cable Operator +} shall permit the City to review and audit the information at any time during (({- normal business hours -})) {+ Normal Business Hours +} upon reasonable notice.

E. Overall Quality of Service. The City may evaluate the overall quality of (({- customer -})) {+ Customer +} service provided by the (({- cable operator -})) {+ Cable Operator +} to (({- customers -})) {+ Customers +}, in conjunction with any performance review provided for in the franchise agreement; or at any other time, at its sole discretion, based on the number of (({- customer complaints -})) {+

Customer Complaints +} received directly by the City or reported by the (({- cable operator -})) {+ Cable Operator +} in its quarterly reports.

F. (({- Noncompliance With Customer Service Standards -})) {+ Procedure for Remedying Violations. +} (({- Noncompliance with any provision of these standards is a violation of these standards. -})) {+ If the City 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 City may require in writing that the Cable Operator remedy the alleged noncompliance and provide an opportunity to cure. If the alleged noncompliance is denied or not cured to the satisfaction of the City, the City may impose monetary sanctions or follow other procedures set forth in individual franchise agreements. +}

(({- G. Procedure for Remedying Violations. If the City has reason to believe that the cable operator has failed to perform in a timely manner, the city may 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 City, the City may opt to follow the procedures set forth in individual franchise agreements. -}))

(({- H -})) {+ G +}. Notice. At the City's request, the (({- cable operator -})) {+ Cable Operator +} shall include on its billing statement, in a clear and conspicuous manner, information on how to contact the City's Office of Cable Communications. At the City's discretion, such information may include, but shall not be limited to, the address, telephone number and e-mail address of the Office of

Cable Communications.

At least annually, the (({- cable operator -})) {+ Cable Operator +} shall notify its (({- customers -})) {+ Customers +} through a bill insert of the existence, location and function of the City's Office of Cable Communications, and shall provide a summary of {+ Cable Customer Bill of Rights +} (({- the ordinance -})) codified in this subchapter and the remedies and procedures available to its (({- customers -})) {+ Customers +}. {+ Cable modem Internet Customers may receive such notification via e-mail if the Customer does not receive a written bill. +}

Schedule A - Credits to Customers

Standards of

Minimum Compensation

Customer Service

For Noncompliance

COURTESY

All (({- cable operator -})) {+ Cable credit to

(({- Five Dollars (\$5)

Operator +} employees shall be friendly, \$5.00

customer account -})) {+

knowledgeable and helpful (({- in their -})) {+ and provide timely +} services.

credit +}

RESPONSIVENESS

Guaranteed Seven (7) Day Residential Installation and Service

(({- Cable operator -})) {+ Cable (1)

Free installation, or one

Operator +}s shall complete (({- standard month's basic service, if
the fee
installations -})) {+ Standard has been waived for
promotional
Installations and service +} requested by reasons{+ ; for a service
a (({- customer -})) {+ Customer +} violation, \$10 credit +}
within seven (7) business days after
order has been placed.

(({- Cable operator -})) {+ Cable Free installation, or one
(1)
Operator +} shall provide (({- customers month's basic service, if
the fee
-})) {+ Customers +} seeking has been waived for
promotional reasons
(({- non-standard installations -}))
{+ Non-Standard Installations +} with a
total installation cost estimate and an
estimated date of completion.

All underground cable drops shall be (({- Five Dollars (\$5)
credit to
buried no less than twelve (12) inches customer account -})) {+
\$5.00 credit +}
deep and work shall be completed in no
more than three (3) (({- working
days -})) {+ calendar weeks +} from the
installation.

Residential Installation {+ and Service +}Appointments

All (({- cable operator -})) {+ Cable (({- Ten Dollars(\$10) credit
to
Operator +} (({- customers -})) customer account -})) {+
\$10.00

<p>{+ Customers +} wanting installation of cable {+ or service +} may choose any (+ available +}four (4) hour time block during (({- normal business hours -})) (+ Normal Business Hours +}.</p>	<p>credit +}</p>
<p>The (({- cable operator -})) {+ Cable credit to Operator +} may not cancel an appointment \$10.00 with a (({- customer -})) {+ Customer +} offered after (({- five -} 5:00 p.m. operator -}))) -})) p.m. on the day before the whichever scheduled appointment.</p>	<p>(({- Ten Dollars (\$10) customer account. -})) {+ credit or the guarantee by the +) (({- cable {+ Cable Operator, is greater +}</p>
<p>If a (({- cable operator -})) {+ Cable credit to Operator +} cannot make an appointment \$10.00 for any reason, the (({- cable operator -})) {+ Cable Operator +} shall contact the (({- customer -})) {+ Customer +} offered by before the end of the scheduled {+ appointment and reschedule at the convenience of the (({- customer -})) {+ Customer +}.</p>	<p>(({- Ten Dollars (\$10) customer account, -})) {+ credit +}, (({- in addition any -})) {+ or the +}guarantee(({- s -})) the (({- cable operator -})) Cable Operator, whichever is greater +}</p>
<p>If a (({- cable operator -})) {+ Cable credit to</p>	<p>(({- Five Dollars (\$5)</p>

Operator +} technician arrives within the customer account. -})) {+ \$5.00
agreed upon time, and the (({- customer credit if the customer is not
-})) {+ Customer +} is absent, the contacted within forty-eight
(48) hours +}
technician shall leave written notification of arrival and return time,
and the (({- cable operator -})) {+ Cable Operator +} shall contact the (({- customer -})) {+ Customer +} within forty-eight (48) hours to reschedule.

(({- Residential Service Interruptions -})) {+ Outages and Service Interruptions +}

System outages resulting from (({- cable for One (1) day's free service
operator -})) {+ Cable Operator +} each (({- twenty-four (24) hour
equipment failure affecting five (5) or delay for affected customers
-})) {+ Customers, {+ day in which there is an
the Cable Operator +} shall (({- be outage for each Customer who
corrected -})) {+ initiate repairs reports an outage +}
+} within two (2) hours after the third
(({- customer -})) {+ Customer +} call is
received.

{+ Repairs shall be initiated for all One (1) day's free service
for each (({- twenty-four hour
+})(({- All -})) other interruptions delay
resulting from (({- cable operator -})) for affected customers -}))
{+

<p>{+ Cable Operator +} equipment failure outage</p> <p>(({- shall be corrected -})) within reports an</p> <p>twenty-four (24) hours.</p>	<p>day in which there is an</p> <p>for each Customer who</p> <p>outage +}</p>
<p>{+ Initiate repairs for all +}((- All for</p> <p>-})) service outages or interruptions delay</p> <p>beyond the control of (({- cable operators -})) {+ Cable Operators +} outage</p> <p>(({-shall -})) (({- be corrected -})) who</p> <p>twenty-four (24) hours after the (({- cable operator -})) {+ Cable Operator +} regains control.</p>	<p>One (1) day's free service</p> <p>each (({- twenty-four hour</p> <p>for affected customers -}))</p> <p>{+ day in which there is an</p> <p>within for each Customer</p> <p>reports an outage +}</p>

TV Reception Difficulties {+ and Cable Modem Internet Connection +}

<p>All (({- cable operator -})) {+ Cable Operator +}s shall make repairs promptly, delay</p> <p>and interrupt service only for good</p> <p>cause, during periods of minimum use of</p> <p>the system, and for no more than</p> <p>reports an</p> <p>twenty-four (24) hours, except where</p> <p>unavoidable.</p>	<p>One (1) day's free service</p> <p>each (({- twenty-four hour</p> <p>for affected customers -}))</p> <p>{+ day in which there is an</p> <p>for each Customer who</p> <p>outage +}</p>
--	---

<p>All (({- cable operator -})) {+ Cable Operator +}s shall provide clear</p>	<p>One (1) day's free service</p> <p>each {+ day in which +}</p>
---	--

television reception that meets or period	(({- twenty-four (24) hour
exceeds FCC technical standards. below FCC	that -})) reception falls
-}))	standards for (({- affected
Customers	(({- customers -})) {+
does	who report reception that
	not meet FCC standards +}
{+ All Cable Operators shall meet all service for	{+ One (1) day's free
specifications advertised for Internet advertised	each day in which any
services. +}	specification is not met
for	affected Customers +}
If a (({- customer -})) {+ Customer +}	One (1) day's free service
for	
experiences poor video or audio reception delay	each (({- twenty-four hour
due to (({- cable operator -})) {+ Cable	for affected customers -}))
Operator +} equipment, the (({- cable	{+ day after the Customer
has called	
operator -})) {+ Cable Operator +} shall	and the problem remains
repair the problem no later than the next	uncorrected +}
day, unless otherwise agreed to with the	
(({- customer -})) {+ Customer +}.	

Problem Resolution

All (({- cable operator -})) {+ Cable credit to	(({- Five Dollars (\$5)
---	-------------------------

Operator +}s (({- customer service customer account. -})) {+
\$5.00

representatives -})) {+ Customer Service credit +}

Representatives +} shall be able to
provide credit, waive fees, schedule
appointments and change billing cycles.
Any difficulties that cannot be resolved
by the Customer service representatives
shall be referred to a supervisor who
{+ shall make best efforts to +}contact
the Customer within twenty-four (24) hours.

In the case of difficulties that cannot credit to (({- Five Dollars (\$5)

be resolved, the supervisor shall customer account. -})) {+
\$5.00

{+ make best efforts to +}contact the credit +}

(({-customer -})) {+ 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 -})) {+ Customer +}
and {+ the +} (({- cable operator -}))
{+ Cable Operator +}.

Billing, Credits and Refunds

(({- Cable operator customers -})) (({- Five Dollars (\$5)
credit to

{+ Customers +} shall receive a clear and customer account. -})) {+
\$5.00

concise bill monthly. The (({- cable credit +}

operator -})) {+ Cable Operator +} shall

respond to a (({- customer's -}))
{+Customer's +} billing inquiry made by
telephone {+ or e-mail +} within
forty-eight (48) hours, and to a written
billing inquiry within two (2) weeks
((({- after receiving it -}))) {+ of
receipt of the inquiry. +}

All ((({- cable operator -}))) {+ Cable ((({- Five Dollars (\$5)
credit to
Operator +})s shall allow thirty (30) days customer account. -}))) {+
\$5.00
from the beginning date of the applicable credit +}
billing cycle before imposing an
administrative fee. If the bill is not
paid within forty-five (45) days from the
beginning date of the applicable service
period, the ((({- cable operator -})))
{+ Cable Operator +} may perform a "soft"
disconnect.

If a ((({- customer's -}))) {+ Customer's ((({- Five Dollars (\$5)
credit to
+} bill is not paid within fifty-two (52) customer account. -}))) {+
\$5.00
days of the beginning date of the credit +}
applicable service period, the ((({- cable
operator -}))) {+ Cable Operator +} may
disconnect the ((({- customer's -})))
{+ Customer's +} service, but only upon
showing that it has provided ten (10)
day's notice to the ((({- customer -})))

{+ Customer +} that such disconnect may result.

If a (({- customer -})) {+ Customer +} requests disconnection of any or all to services, billing for affected services refund shall end on the same day, or on the {+ future date for which the disconnect is closed ordered. All (({- cable operator -})) {+ Cable Operator +} shall issue a credit or refund within fifteen (15) business days after the close of the (({- customer's -})) {+ Customer's +} billing cycle following the return of the equipment and request for disconnection.

Deposits shall accrue interest at a fair {+ market rate. Within (({- fifteen (15) customer business -})) {+ ten (10) +} days after the termination of service for any reason, the (({- cable operator -})) {+ Cable Operator +} shall repay any deposit with a statement showing accrued interest to the (({- customer -})) {+ Customer +}, less any sums owed to the (({- cable

(({- Five dollar (\$5) credit -})) {+ \$5.00 credit +} (({- customer account -})) or if the (({- customer's -})) Customer's +} account has (({- Five Dollars (\$5) -})) \$5.00 +} credit (({- to account -})) or refund if (({- customer's -})) {+ Customer's +} account has

operator -})) {+ Cable Operator +}.

Respectful Treatment of (({- Customer's -})) Property

Cable {+ O +}((({- o -}))operators shall (({- Ten Dollars (\$10) -}))
{+
replace {+ any +}trees or shrubs damaged \$10.00 +}credit plus any
during {+ any +}installation {+ or additional repairs or
repair +}((({- on the customer's reimbursement{+ if the
Cable property -})). Operator fails to replace or
repair the damage +}

Cable ((({- o -})){+ O +}operators shall (({- Ten Dollars (\$10) -}))
{+
restore any damaged property to the same \$10.00 +}credit plus any
condition it was before damage occurred. additional repairs or
reimbursement{+ if the

Cable
Operator fails to replace or
repair the damaged property
+}

Cable ((({- o -})){+ O +}operators will (({- Ten Dollars (\$10) -}))
{+
give notice to property owners before \$10.00 +} credit {+ if the
Cable

entering premises, specifying the work to Operator fails to provide
notice or enters premises without
be done. In the event of an emergency, permission, +}plus any
the ((({- cable operator -})) {+ Cable additional repairs or
Operator +} shall attempt to contact the reimbursement
property owner or legal tenant in person,
and shall leave a door hanger notice in

the event personal contact is not made.

All (({- cable operator -})) {+ Cable
{+
Operator +} personnel shall clean up \$10.00 +} credit plus (({-
any
(({- the area surrounding -})) {+ debris additional repairs -})) {+
caused by the Cable Operator's activities cleanup and disposal of
debris +}
at +}a work site and properly dispose
{+ of +}cable materials.

Services For Customers With Disabilities

All (({- cable operator -})) {+ Cable (({- Five Dollars (\$5)
credit to
Operator +}s will deliver and pick up customer account. -})) {+
\$5.00
converters at the home of (({- customers credit +}
-})) {+ Customers +} with disabilities.
In the case of a malfunctioning
converter, the technician shall provide
another converter, hook it up and ensure
that it is working properly, and shall
return the defective {+ converter +} to
the (({- cable operator -})) {+ Cable
Operator +}.

All (({- cable operator -})) {+ Cable (({- Five Dollars (\$5)
credit to
Operator +}s will provide TDD{+ /TYT +} customer account. -})) {+
\$5.00
service through trained operators who can credit +}
provide any assistance regularly

available from a CSR at no charge.

Cable (({- o -})) {+ O +}perators will credit to (({- Five Dollars (\$5) install, at no charge, any closed customer account. -})) {+ \$5.00 captioning device purchased by a hearing-impaired (({- customer -})) credit +} {+ Customer +}.

Cable Operators will provide free use of (({- Five Dollars (\$5) -})) a converter remote control unit to {+ \$5.00 +} credit (({- to customer mobility-impaired (({- customers -})) account, -})) and provision of {+ Customers +}. remote control unit

CUSTOMER INFORMATION

Upon installation, or at a Provide (({- customer -})) (({- customer's -})) {+ Customer's +} {+ Customer +} with the requested request, (({- cable operator -})) information. {+ \$5.00 credit for {+ Cable Operator +}s will provide failure to provide +} the following requested information and credit information:

- A. Products and services offered;
- B. Complete range of service options and prices;
- C. Customer service standards;
- D. Instruction on use of cable TV, {+ interactive TV, Internet service, remote +} and on standard VCR hookups;
- E. Billing, collection and disconnect polices

- F. Customer privacy requirements;
- G. Complaint procedure, containing the City or the designated agency to whom the
 - (({- complaints -})) {+ 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 -})) {+ Customers +} with visual,
 - hearing or mobility disabilities;
- K. Days, times of operation, and locations of the service centers.

Cable (({- o -})) {+ O +}perators shall (({- Five Dollars (\$5) -})) provide (({- customers -})) {+ Customers +} credit(({- to customer and the City +} with written account -})) for each affected notification of any change in rates, (({- customer -})) {+ Customer +} programming, or channels at least thirty (30) days before the date of the change.

(({- Every employee of cable operators in credit to (({- Five Dollars (\$5) customer account. -})) {+ \$5.00 an identification card with their name credit +} and photograph. -})) {+ All officers, agents, and employees of the Cable Operator, its contractors and subcontractors in personal contact with the Customer shall have a visible identification card with their name and photograph and shall orally identify themselves upon first contact with the

Customer. +}

All CSRs shall identify themselves orally (({- Five Dollars (\$5)
credit to
to callers immediately following the customer account. -})) {+
\$5.00
greeting during each telephone contact credit +}
with the public.

Each CSR, technician, or employee of the (({- Five Dollars (\$5)
credit to
(({- cable operator -})) {+ Cable customer account. -})) {+
\$5.00
Operator +} in each contact with a credit +}
(({- customer -})) {+ Customer +} shall
state the estimated cost of the service,
repair, or installation orally prior to
delivery of the service or before any
work is performed, and shall provide the
(({- customer -})) {+ Customer +} with an
oral statement of the total charges
before terminating the telephone call or
before leaving the location at which the
work was performed.

CUSTOMER PRIVACY

(({- Cable operators will not monitor the (({- The customer has the
choice
cable television signals to determine of either a check for at
least
viewing patters of a customer without One Hundred Dollars (\$100),
or a

prior written customer consent. -}))
in the

credit to customer account

same amount. -}))

(({- Cable operators will not sell
to each

(({- Five Dollars (\$5) credit

or make available customer list

affected customer. -}))

or other personally identifiable

customer information other than as

expressly provided in a franchise

agreement. -}))

choice of

(+ The Customer has the

or a

either a check for \$100.00,

(+ For any violation of privacy per SMC
in the

credit to Customer account

21.60.820F of the Cable Customer Bill of
Rights +}

same amount. +}

SAFETY

When the (({- cable operator -}))

At least Twenty-five Dollars

{+ Cable Operator +} receives notice
four

(\$25) a day for each twenty-

that an unsafe condition exists with
responding to

(24) hour delay in

respect to its equipment,
Customer +}

the (({- customer -})) {+

(({- cable operator -}))

safety concerns

{+ Cable Operator +} shall investigate

such condition immediately,

and shall take such measures as are

necessary to remove or eliminate any

unsafe condition.

SATISFACTION GUARANTEED

Cable (({- o -})) {+ O +}perators will	The (({- customer -}))
guarantee (({- customer -})) {+ Customer	{+Customer +} will have the
+} satisfaction for every (({- customer	opportunity to cancel (({-
basic	
-})) {+ Customer +} who requests	or expanded service -}))
(({- basic or expanded basic cable	{+ upgraded Cable Service or
Other	
service -})) {+ new or upgraded Cable	Service +} within thirty
(30)	
Service or Other Service. +}	days (({- after activation -
})	}))
{+ of receiving the service and	
receive a pro rata credit in an	
amount equal to the pro rata	
charge for the remaining days of	
service being disconnected if the	
Customer is dissatisfied with the	
service, except where a free	
promotion has been offered, there	
shall be no charge of any kind	
for the service or for	
disconnection of the service	
+}(({- at no charge -})).	

Section 2. If any clause, sentence, paragraph, or part of this ordinance, or the application thereof to any person or circumstances, shall for any reason be adjudged by a court of competent jurisdiction to be invalid, such judgment shall not affect, impair, or invalidate

the remainder of this ordinance, or its application to other parties or circumstances.

Section 3. This ordinance shall take effect and be in force thirty (30) days from and after its approval by the Mayor, but if not approved and returned by the Mayor within ten (10) days after presentation, it shall take effect as provided by Municipal Code Section 1.04.020.

Passed by the City Council the ____ day of _____, 2002, and signed by me in open session in authentication of its passage this ____ day of _____, 2002.

President _____ of the City Council

Approved by me this ____ day of _____, 2002.

Mayor

Filed by me this ____ day of _____, 2002.

City Clerk