

APPENDIX I

CONSUMER PROTECTION STANDARDS

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INDEX

<u>SECTION</u>	<u>TITLE</u>	<u>PAGE</u>
SECTION 1 -- SOLICITATION OF SUBSCRIPTIONS.....		I-1
1.1	Uniforms/Identification Cards.....	I-1
1.2	Name Badges.....	I-1
1.3	Subscription Information.....	I-1
1.4	Right of Rescission.....	I-4
SECTION 2 -- INSTALLATION.....		I-4
2.1	Information Provided to Subscribers.....	I-4
2.2	Marker Showing Converter Dial Locations.....	I-8
2.3	Procedure for Installation.....	I-9
2.4	Nature of the Request for Installation.....	I-10
2.5	Records of Requests for Cable Service.....	I-10
SECTION 3 -- SERVICE CENTERS.....		I-12
3.1	Service Centers.....	I-12
3.2	Training of Employees.....	I-13
3.3	Telephone Lines.....	I-14
3.4	Standard of Service for the Telephone System.....	I-15
SECTION 4 -- BILLING.....		I-17
4.1	The Format of a Subscriber's Bill.....	I-17
4.2	Billing Procedures.....	I-18

4.3	Procedures for Collecting Late Bills	I-19
4.4	Procedure for the Resolution of Billing Disputes.....	I-21
4.5	Referral of Delinquent Accounts to a Collection Agency	I-22
SECTION 5 -- EQUIPMENT PROVIDED BY THE COMPANY		I-24
5.1	Types of Equipment To Be Provided	I-24
5.2	Terms for Rental and Loaner Equipment	I-25
5.3	Notice That Equipment Is Available	I-27
5.4	Demonstration of Equipment	I-28
SECTION 6 -- SERVICE INTERRUPTION AND REPAIR SERVICE		I-28
6.1	Interruption of Service	I-28
6.2	Time Periods by Which Service Interruptions Must Be Corrected and Repairs Made.....	I-28
6.3	Failure To Meet Time Periods May Be Excused.....	I-30
6.4	No Charge for Repair Service	I-31
6.5	Service Calls to be Provided on a Nondiscriminatory Basis	I-31
6.6	Records of Repair Service Requests	I-31
SECTION 7 -- SUBSCRIBER COMPLAINTS		I-33
7.1	Operation of the Service Centers and Payment Centers.....	I-33
7.2	Participation in the Customer Commitment Program	I-33
7.3	Review of Complaint Resolution Process	I-34
7.4	Time Period for the Resolution of Complaints	I-34
7.5	Appeal of a Resolution to the Commissioner	I-35
7.6	Referral of Complaints from the Commissioner to the Company	I-36
7.7	Complaint Records	I-37

SECTION 8 -- NOTICE	I-37
8.1 Notice Required	I-37
SECTION 9 -- TERMINATION OF SERVICE AND DISCONNECTION	I-40
9.1 Notice of Termination of Service	I-40
9.2 Termination on Sundays, Holidays or Evenings	I-40
9.3 Resubscription to Cable Service	I-40
9.4 Length of Time to Disconnection	I-40
9.5 Scheduling Appointments	I-40
9.6 Restoration of Subscriber Premises.....	I-41
9.7 No Fee for Disconnection	I-41
SECTION 10 -- CREDITS	I-41
10.1 Grounds	I-41
10.2 Purpose	I-44
10.3 Calculation.....	I-44
10.4 Provision	I-44
SECTION 11 -- MISCELLANEOUS REQUIREMENTS	I-45
11.1 Effect on Nonsubscribers and Utilities	I-45
11.2 Charge for Downgrades.....	I-45
11.3 Subscriber Information	I-45
11.4 New Consumer Protection Standards	I-
11.5 Overpayment Credits	I-46
11.6 Rights of Action	I-46
11.7 Cable Guide	I-46
11.8 Procedures for Contacting Subscribers	I-47

11.9 Receipts.....I-49

11.10 Governing State LawI-49

11.11 Reports on Changes.....I-50

SECTION 12 -- FAILURE TO COMPLY WITH THESE REQUIREMENTSI-50

12.1 Material RequirementsI-50

12.2 City's Remedies for a Failure to Comply With These Consumer
Protection Standards.....I-50

12.3 Liability for Contractors'/Subcontractors' Failure to ComplyI-51

12.4 ReportingI-51

EXHIBIT 1: Designation and Location of Service Centers

EXHIBIT 2: Consumer Protection Reporting Requirements

SECTION 1

-- SOLICITATION OF SUBSCRIPTIONS

.1 Uniforms/Identification Cards. Each Company employee who routinely comes into contact with members of the public at their places of residence must wear a Company-provided uniform and picture identification card clearly indicating his or her employment with the Company. The photograph on the identification card shall be no smaller than 1.25 inches by 1 inch and shall be worn in such a way as to prominently show the employee's name and/or identification number. Such employee shall prominently display such identification card and shall show it to all such members of the public. Each employee of any contractor or subcontractor of the Company who routinely comes into contact with members of the public at their places of residence must wear a picture identification card clearly indicating his or her name, the name of such contractor or subcontractor and the name of the Company.

.2 Name Badges. Each Company employee who routinely comes into contact with the public at the Company's premises during the hours of employment shall wear a badge during such hours of employment which indicates his or her name and identification number and employment with the Company.

.3 Subscription Information.

.3.02 1.3.01 At the time of installation to the Subscriber who is receiving the installation, and at least once a year to all Subscribers, the Company shall provide the following subscription information in a clear, complete and comprehensible form:

- (i) a description of the Cable Services provided by the Company, accompanied by a listing of the charges for each such Service, either alone or in combination;
- (ii) a listing of all rates, terms and conditions for each Cable Service or tier of Cable Service, both alone and in combination, and all other charges, such as for installation, for application of Cable Service to additional television sets, for deposits on equipment, for stolen or lost converters and other equipment, for returned checks and for relocating cable outlets;
- (iii) a general explanation of other communications devices which may be used in conjunction with the System, including, but not limited to, video cassette recorders, remote control devices, A/B switches, closed captioning decoders and parental control devices, and a listing of the Company's charges for connecting such devices to the System;
- (iv) a description of the Company's billing and collection procedures (including payment requirements to avoid disconnection of service), the use of payment coupons, the amount of any applicable late fees, and a description of the option of paying in person, consistent with these consumer protection standards;
- (v) the procedure for the resolution of billing disputes;

- (vi) a description of the Company's policies concerning credits for service interruptions and outages, consistent with these consumer protection standards;
- (vii) an explanation of the procedures and charges, if any, for upgrading, downgrading or disconnecting Services, consistent with these consumer protection standards;
- (viii) the required time periods for installation requests, consistent with these consumer protection standards, and an indication of the penalties for failure to comply with such requirements; and
- (ix) an announcement that all Company employees who routinely come into contact with members of the public at their places of residence shall wear a uniform and a Company identification card which they shall prominently display and show to all such members of the public.

.3.03 1.3.02 Such subscription information shall comply with the Company's Non-English Speaking Customer Service, Programming & Marketing Plan, hereinafter referred to as the "Plan for Non-English Speaking Consumers."

(i) 1.3.03 The Company shall deliver three (3) copies of all such subscription information to the Commissioner within three (3) days after distributing it to the first Subscriber or potential Subscriber so that the Commissioner may ensure that the information contained therein comports with these consumer protection standards and is not misleading. If the Commissioner determines that such information does not comport with these consumer protection

standards or this Agreement or is misleading, the Commissioner may order the Company to submit to any Subscriber or potential Subscriber corrected subscription information. The Company agrees that the City assumes no Liability for the subscription information by virtue of its review of such information.

.4 Right of Rescission. Anyone who requests the installation of Cable Service from the Company shall have the right to rescind such request at any time prior to the point in time at which physical installation upon the premises begins. Anyone who requests a particular Service from the Company shall have the same right of rescission, except that such right shall expire once the requested Service is actually received by such Person.

SECTION 2

-- INSTALLATION

.1 Information Provided to Subscribers

.1.01 At the time of installation, the Company shall provide each Subscriber certain literature. Such literature, which need not be bound together, shall constitute the Subscriber Handbook. The Subscriber Handbook shall provide the following information, materially accurate as of the first day of the previous month, in a clear, complete and comprehensible form:

- (i) the location, hours of operation and telephone number(s) for each of the Company's Service Centers and a telephone number for information as to where each Payment Center is located;
- (ii) the local numbers for the Company's customer service telephone system, including any cable information service line established by the Company (which is described further in this Appendix), accompanied

by a brief description of the services and information that may be obtained by dialing each number;

- (iii) a description of how equipment, including, but not limited to, A/B switches, wireless remote control devices, parental control devices and closed caption decoders, is obtained and used in conjunction with the System, and, if applicable, the use of publicly available equipment and video cassette recorders, and the terms for rental and loaner equipment, including deposit requirements, if any, and procedures for return of equipment and the Subscriber's liability for lost, stolen or damaged equipment;
- (iv) the policies governing service interruptions and outages, as defined in Section 6.2.01 of this Appendix I and repair service, including the time periods by which repairs must be made, the fact that work crews must arrive within a four (4) hour segment, as provided in Section 6.2.02 of this Appendix, the remedies if the Company fails to correct service interruptions and outages and to make repairs in a timely fashion and the fact that no charge will be made for repairs except in the circumstances specified in Section 6.4 of this Appendix;
- (v) the policies and procedures for obtaining credits consistent with Section 10 of this Appendix and the return of any deposits;
- (vi) the complaint resolution process, including notice that anyone who is dissatisfied with the way in which the Company has handled a

complaint has the right to speak to a Company supervisor or to contact the PSC and the City at the addresses and telephone numbers listed in the Subscriber Handbook (which address and telephone number of the City may be changed by the Commissioner, in a notice to be provided to the Company, from time to time);

- (vii) the procedures by which the Subscriber will be notified of any rate increases, any change in programming Services (as defined in Section 8.1.01 of this Appendix), any change in the price or conditions for the rental of equipment, any change in the location or hours of the Service Centers, any change in billing practices, practices regarding Service interruption, or any significant change in the policies or information set forth in the Subscriber Handbook;
- (viii) the requirements concerning Subscriber privacy which are set forth in the Cable Act or any rules or regulations established by the City pursuant to Section 15.3 of this Agreement;
- (ix) (A) a listing of the Public and Governmental Channels, (B) a description of the purposes and uses of such Channels and (C) general information regarding how a Person can utilize such Channels, which information may be satisfied by providing the telephone number of the CAO or operator of the Governmental Channel, as the case may be;
- (x) the rules governing the termination of Cable Service;

- (xi) the rules governing compensation for damage done by Company employees or its agents to Subscriber property in connection with the installation, repair or disconnection of Cable Service;
- (xii) the steps for resubscribing to Cable Service after an involuntary termination; and
- (xiii) a statement of significant rights accorded to the Subscriber pursuant to applicable law, as approved by the PSC.

With respect to the provision of the Subscriber Handbook to new Subscribers, the Company shall also provide any information to such Subscribers that is required by applicable law but is not listed above.

.1.02 The Company shall train and make available customer service representatives to aid by telephone visually impaired consumers who cannot read the Subscriber Handbook. The Company shall also make available by telephone bilingual customer service representatives to communicate with non-English speaking consumers regarding the information contained in the Subscriber Handbook.

.1.03 The Company shall distribute the then current version of the Subscriber Handbook to all new Subscribers at the time of installation, and to any other person on request. Any Person who makes such a request in person to a customer service representative or salesperson of the Company must be supplied with a copy of the Subscriber Handbook immediately. The Company must mail, by first class, the Subscriber Handbook to any Person who requests one by telephone

within ten (10) business days of such request. The Company shall notify all Subscribers of the availability of the Subscriber Handbook electronically on the System from time to time.

.1.04 The Company shall provide each customer service representative and each salesperson of the Company with copies of the most current Subscriber Handbook and shall advise them of the requirements of this Section 2.1 of this Appendix.

.1.05 The Company shall submit the Subscriber Handbook, as well as any subsequent updates of it, to the Commissioner within three (3) days after distributing it to the first Subscriber or potential Subscriber so that the Commissioner may ensure that the information contained therein comports with these consumer protection standards and is not misleading. If the Commissioner determines that such information does not comport with these consumer protection standards or is misleading, the Company shall promptly take such corrective action as the Commissioner reasonably determines to be reasonable in light of the nature of the correction to be made and the burden to the Company to take the corrective action.

.2 Marker Showing Converter Dial Locations. The Company must either (i) provide Subscribers with a Dial Location card for all Cable Services which shall be updated on an annual basis thereafter; or (ii) provide Subscribers with dial location information electronically on screens that can be controlled by the consumer, provided, however, that the Company shall automatically provide such a card (and

annual updates thereof) to all Subscribers who cannot access such information electronically, and shall further provide such a card to any Subscriber upon request.

.3 Procedure for Installation

.3.01 Once a request for Cable Service is received, the Company shall offer "appointment window" time blocks of not more than four (4) hours, for the selection of the Subscriber or potential Subscriber, during which the Company's work crew shall arrive to perform the installation of the necessary equipment to receive Service. The Company shall use reasonable efforts to complete the installation during that appointment.

.3.02 The Company shall provide installation services including initial installation, continuously during the periods of 7:30 a.m. to 6:00 p.m. on weekdays and 9:00 a.m. to 5:00 p.m. on Saturdays and, for connection of additional outlets and upgrading of Service for which all work can be performed indoors, continuously during the periods of 7:30 a.m. to 9:00 p.m. As required by Section 3.2.01 of the Agreement, the Company shall provide installation throughout its franchise area on a nondiscriminatory basis.

.3.03 Unless a later date is requested by a potential Subscriber, the Company shall complete installation of Service for any new Subscriber and any upgrade or downgrade for any existing Subscriber within seven (7) business days after any such request is received, provided that if weekend installation is requested, installation shall be completed by no later than the fourth Saturday following the date the request is received. Notwithstanding the foregoing, such

time period shall not apply to any building not currently wired for Service as to which the Company is, upon a showing to and with the approval of the Commissioner, in compliance with its obligations regarding access to such building pursuant to Section 3.2.02 of this Agreement, or except as provided in Section 16.5 of this Agreement.

.3.04 The Company shall comply with the procedures set forth in Section 11.7 of this Appendix regarding contact with Subscribers to perform any visit to a Subscriber's premises to perform its obligations under this Section 2.3.

.4 Nature of the Request for Installation

.4.01 The Company shall not discriminate among Subscribers or potential Subscribers because someone living in the same household is already or was a Subscriber, unless the Company can demonstrate, to the Commissioner's satisfaction, that: (i) the Company has a reasonable basis for believing that a Person(s) living in the household is (are) attempting to deceive the Company or (ii) such Person(s) has (have) failed to respond to a reasonable request from the Company for information which would enable the Company to determine whether such Person(s) is (are) entitled to receive Cable Service.

.5 Records of Requests for Cable Service

.5.01 The Company shall keep records capable of showing all requests for Cable Service, which shall contain, with respect to each request for Service, the name and address of the Person requesting Service, the City block number for the block on which the Person requesting Service resides or is otherwise located, the

date on which Service was requested, the date and appointment period on which Service was scheduled to be provided and the date and appointment period Service was actually provided. In the event that the Company is unable to provide Service, the Company shall keep records showing in reasonable detail the number of attempts the Company has made to provide such Service and the reason the Company was unable to provide Service. These records shall be assembled continuously.

.5.02 Any information in the records required by Section 2.5.01 may be destroyed six (6) years after such information was collected, unless the Commissioner authorizes the Company, in writing, to destroy any information required by Section 2.5.01 prior to the expiration of such six (6) year period. However, the Commissioner may require the Company to retain such information for a longer period of time or may require that the information be turned over to the Commissioner in lieu of its destruction in accordance with Section 8.2.02 of this Agreement.

.5.03 A report summarizing the information contained in the records required by Section 2.5.01 regarding all requests for Cable Service for the preceding quarter shall be submitted in written or computer disk form to the Commissioner by the fifteenth (15th) day following the end of each calendar quarter, in a form and containing such information as the Commissioner may reasonably specify. Upon request of the Commissioner, the Company shall promptly submit to the Commissioner additional information in an appropriate format to verify and

supplement the information contained in the report required by the preceding sentence and the Company's compliance with its obligations under Section 2.5.01. The Commissioner may waive the submission of such records as the Commissioner deems appropriate.

SECTION 3

-- SERVICE CENTERS

.1 Service Centers

.1.01 The Company shall maintain at least one Service Center at each of the locations specified in Exhibit 1 hereto. The Company shall notify the Subscribers and the Commissioner of any change in the location of any of these Service Centers.

.1.02 Except on the legal holidays recognized by the City of New York, a list of which shall be supplied to the Company upon request to the Commissioner, these Service Centers shall be open continuously for at least nine (9) hours on weekdays and for at least five (5) hours on Saturdays. These hours of operation may be reduced only with the prior approval of the Commissioner. The Company shall staff each Service Center so it is capable of providing on Saturday the same level of service it provides during any weekday, such that waiting time for any service on Saturday is not significantly different than during any weekday (other than a weekday evening).

.1.03 The Service Centers shall be designed so as to provide access in accordance with applicable law.

.1.04 The Company shall maintain on file at each Service Center for public inspection current copies of its billing practices and payment requirements

and promotional and general informational materials (including monthly bill stuffers) and shall keep such records at its central office for a period of two (2) years, to be mailed or otherwise delivered to a specified Service Center within a reasonable time upon the City's or a Subscriber's request.

.2 Training of Employees

.2.01 Company employees who regularly come in contact with the public shall be trained to perform efficiently the various tasks, including responding to consumer inquiries and complaints, necessary to provide consumer services in a responsible and courteous manner.

.2.02 All Company employees shall identify themselves by name or preassigned identification number when answering Company telephone lines routinely used by members of the public. The Company shall maintain a system to enable the Company to identify the particular employee who answered any telephone call in such manner.

.2.03 Company employees shall refer any Person who is dissatisfied with the resolution or handling of any complaint concerning the Company to a supervisor. Company supervisors shall be available to speak to such Persons. If, due to unforeseen circumstances, a supervisor is temporarily unavailable to speak with such a Person, then that Person will be contacted by a supervisor as soon as practicable, but in no event later than four (4) business hours after such referral. In addition, Company supervisors shall inform any Person who is dissatisfied with the resolution or handling of any complaint by the Company that he or she has the

right to contact the Commissioner, and shall provide that Person with the address and telephone number provided, from time to time, by the Commissioner to which such Person may notify the City of the complaint. If the Subscriber is not contacted by the supervisor or otherwise requests such information, a nonsupervisory employee shall inform the Subscriber of the foregoing information.

.2.04 The Company shall ensure that some employees at its office speak any language used by a substantial percentage of the Company's Subscribers with whom they come into contact in the course of their employment, in compliance with the Company's Plan for Non-English Speaking Consumers.

.3 Telephone Lines

.3.01 The Company shall have local telephone lines for receiving requests for repair or installation services, for reporting service interruptions and for responding to billing questions. These lines shall be answered twenty-four (24) hours per day, seven (7) days per week, with an answering service or automated device answering them outside of normal business hours (during which hours these lines shall be answered by Company employees on request). For purposes of this Section 3.3.01, normal business hours shall have the meaning set forth in 47 C.F.R. § 76.309 and 9 NYCRR § 590.61. If calls concerning service interruptions or outages are received, the answering service or automated device shall (i) at the end of the recorded message, permit Subscribers to report service interruptions or outages and to leave their name and account number, if available, for a credit; (ii) contact the person authorized by the Company to initiate corrective

measures; and (iii) with respect to outages known to the Company, provide up-to-date information on outages, such as the suspected cause, the efforts underway to correct the problem and the estimated time when Service will be restored. The answering service or automated device shall record calls concerning billing questions, complaints, or other matters and Company employees shall return any such call no later than the next business day after the answering service or automated device takes the message.

.3.02 The Company shall operate these telephone lines in compliance with the Company's Plan for Non-English Speaking Consumers.

.4 Standard of Service for the Telephone System

.4.01 The Company shall maintain a State-of-the-Art telephone system throughout the term of this Agreement which shall be capable, at a minimum, of meeting each of the following standards:

- (i) each telephone call shall be answered within four (4) rings;
- (ii) callers shall receive a busy signal not more than three percent (3%) of the time in any one (1) month period;
- (iii) callers shall not be kept on hold for longer than thirty (30) seconds, even during peak periods, without having the option of being transferred to the overflow device described in subsection (iv);
- (iv) an overflow device shall be installed to permit anyone who is on hold for thirty (30) seconds to leave a message, containing such information as his or her name, address, account number, if available, time of the

call, telephone number and brief description of the reason for the call, which call shall be returned by the Company on a first priority basis as soon as possible and in no event later than the next business day after the message is recorded;

- (v) no more than ten percent (10%) of all calls (measured on a monthly basis) shall be kept on hold for thirty (30) seconds;
- (vi) any automated menu system shall provide, within ninety (90) seconds (or one hundred twenty (120) seconds during peak periods), an opportunity, which may include pressing "0" or remaining on the line without entering a menu option, for the caller to connect to a customer service representative; and
- (vii) all menus and subsidiary menus shall provide an opportunity to connect to a customer service representative.

.4.02 Reasonable variations in these performance standards shall be permitted during abnormal operating conditions, including, but not limited to, during trunk line failures or other events beyond the Company's control.

.4.03 The Company shall ensure that its telephone system continues to be State-of-the-Art, by undertaking any modernization or construction necessary to meet or exceed the standards set by first-class telephone systems used by other service operations. For example, the correct number of telephone lines shall be periodically reevaluated by using an on-line tracking system to monitor the average length of time callers spend on hold.

.4.04 The Company shall provide quarterly reports to the Commissioner containing information relevant to the question of whether its telephone system continues to conform to Section 3.4.01 of this Appendix. If the Commissioner determines, based on complaints or any other evidence, that the Company's telephone service does not meet the standards set forth in this Section 3.4, or any variations in those standards previously agreed to by the Commissioner, then the Commissioner has the authority to order the Company to take appropriate action to meet such standards. Failure of the Commissioner to issue such order, however, shall not constitute a waiver of the City's rights with respect to any failure by the Company to comply with its obligations pursuant to this Appendix or this Agreement.

SECTION 4

-- BILLING

.1 The Format of a Subscriber's Bill

.1.01 The bill shall be designed in such a way as to present the information contained therein clearly, comprehensibly and accurately to Subscribers.

.1.02 The bill shall contain itemized charges for each category of Service and piece of equipment for which a charge is imposed (including late charges, if any), an explicit due date, the name and address of the Company and telephone number for the Company's office responsible for inquiries, billing, the PSC's toll-free Subscriber Assistance telephone number and the telephone number specified by the Commissioner for the resolution of billing disputes. The bill shall state the billing period, amount of current billing and appropriate credits or past

due balances, if any. Unless prohibited by law, the Company may designate that portion of a Subscriber's bill attributable to the amount of any compensation payment to be made by the Company or any other Person to the City pursuant to this Agreement. Such designation shall be submitted to the Commissioner at least thirty (30) days prior to its use on bills in order that the Commissioner may ensure that such designation is not misleading. If the Commissioner does not disapprove the designation within such period, the designation shall be deemed approved by the Commissioner.

.1.03 If the Commissioner determines, based on complaints or any other evidence, that the format of the bill should be redesigned so as not to be misleading or to comply with the terms and conditions of these consumer protection standards, the Commissioner may issue an order requiring the Company to redesign such format and the Company shall be given a reasonable time to do so.

.2 Billing Procedures

.2.01 All bills shall be rendered monthly, unless otherwise authorized by the Subscriber, or unless service was provided for less than one (1) month.

.2.02 The Company shall use reasonable efforts to cooperate with any regulated and accredited banking or financial institution that provides Subscribers with an optional payment mechanism whereby they can directly pay any bills electronically from their residence or business, when such mechanism is Economically and Technically Feasible and Viable, and provided that the Commissioner may reduce or relieve the Company of such obligations where such

relief is appropriate in light of the circumstances, including the nature of the institution and the burden to the Company. To the extent permitted by applicable law, the Company may “pass through” to the Subscriber any charges imposed on the Company in connection with such bill payment by any such institution, so long as the Company provides prior notice of such charge to the Subscriber.

.2.03 The Company shall credit any Subscriber who has voluntarily interrupted Cable Service, pursuant to the requirements established by the Company, with a rebate on his or her monthly bill for the period(s) during which service was voluntarily interrupted, provided that the Company may charge any such Subscriber a reconnection charge.

.2.04 Any returned check charge imposed by the Company shall be reasonably related to the Company's actual cost of processing returned checks.

.3 Procedures for Collecting Late Bills

.3.01 No bill shall be due less than fifteen (15) days from the date of the mailing of the bill by the Company to the Subscriber.

.3.02 A bill shall not be considered delinquent until at least forty-five (45) days have elapsed from the mailing of the bill to the Subscriber and payment has not been received by the Company, provided that no bill shall be mailed more than fifteen (15) days prior to the date Services covered by such bill commence, except in cases where a Subscriber requests advance billing. Late fees not to exceed the maximum percent allowed by law may be applied to a delinquent bill, so long as

the billing dispute resolution procedures set forth in Section 4.4 of this Appendix have not been initiated.

.3.03 The Company shall not physically or electronically discontinue Service for nonpayment of bills rendered for Service until: (i) the Subscriber is delinquent in payment for Service; and (ii) at least five (5) days have elapsed after a separate written notice of impending discontinuance has been served personally upon a Subscriber; or (iii) at least eight (8) days have elapsed after mailing to the Subscriber a separate written notice of impending discontinuance (for which postage is paid by the Company), addressed to such Person at the premises where the Subscriber requests billing; or (iv) at least five (5) days have elapsed after a Subscriber has either signed for or refused a certified letter (postage to be paid by the Company) containing a separate written notice of impending discontinuance addressed to such Person at the premises where the Subscriber requests billing. Notice of impending Service discontinuance must clearly state the amount in arrears, the total amount required to be paid to avoid discontinuance of Service, collection fees under Section 9.7, reconnection charges if applicable, and the date by which such payment must be made, the location of Service Centers where such payment may be made and the telephone number for information as to where each Payment Center is located where such payment may be made. Such notice shall be written in compliance with the Company's Plan for Non-English Speaking Consumers. Receipt of a subsequently dishonored negotiable instrument in

response to a notice of discontinuance shall not constitute payment, and the Company shall not be required to issue an additional notice prior to discontinuance.

.3.04 As described in Section 4.5 of this Appendix, the Company may under certain circumstances refer a delinquent account to a private collection agency. The Company agrees that it will not, and will instruct all collection agencies collecting delinquent accounts on behalf of the Company not to, refer any delinquent account to a credit agency except after following procedures acceptable to the Commissioner.

.4 Procedure for the Resolution of Billing Disputes

.4.01 The billing dispute resolution procedure shall be initiated once a Subscriber contacts the Company's department which handles billing questions or the Commissioner, in writing, so long as such contact occurs within thirty (30) days from the date of receipt of the bill by the Subscriber. If the Subscriber contacts the Commissioner, the Commissioner shall notify the Company, by mail, by telephone or by electronic means, that the dispute resolution procedure has been initiated and the Company shall then contact the Subscriber to discuss the dispute.

.4.02 The Subscriber shall not be required to pay the disputed portion of the bill until the dispute is resolved. The Company shall not apply finance charges, issue delinquency or termination notices, or initiate collection procedures for the disputed portion of the bill pending resolution of the dispute.

.4.03 The Company shall promptly undertake whatever review is necessary to resolve the dispute, and shall notify the Subscriber of the results of the

review as soon as it is completed, but in no case later than twenty (20) business days after receipt from the Subscriber of the billing dispute, problem or complaint notification.

.4.04 The Company shall, upon the Subscriber's or the City's written request, notify the Subscriber in writing of its proposed resolution of the billing dispute, shall provide the address and telephone number to be provided from time to time by the Commissioner and by which a Subscriber may notify the City of a billing dispute, problem or complaint, and shall inform the Subscriber that unless an appeal is taken to the Commissioner within ten (10) business days after the date of postmark on the notification letter, the Company's resolution of the dispute shall be considered final. Where no appeal is taken, the amount the Company claims is due must be paid within twenty (20) days after the date of postmark on the notification letter.

.4.05 If the Subscriber appeals the Company's resolution within the aforementioned period, payment of the disputed amount may be deferred until one (1) week after the Commissioner has reviewed and resolved the dispute.

.4.06 The procedures set forth in Sections 7.5.02 - 7.5.05 of this Appendix shall apply to billing disputes appealed to the Commissioner.

.5 Referral of Delinquent Accounts to a Collection Agency

.5.01 If the billing dispute resolution procedures have not been initiated, the delinquent account may be referred to a private collection agency for appropriate action no sooner than ten (10) business days after it becomes

delinquent or, where a Subscriber voluntarily terminates any Service and the amount due is delinquent but not in dispute, no sooner than ten (10) business days after the final bill is mailed to the Subscriber.

.5.02 If the billing dispute resolution procedures have been initiated, the delinquent account shall not be referred to a collection agency prior to the conclusion of those procedures, including any appeal to the Commissioner.

.5.03 The Company agrees that a referral to a private collection agency in violation of Sections 4.3.04, 4.5.01 or 4.5.02 of this Appendix shall result in injury to the Subscriber which will be difficult to ascertain and to prove. The Company therefore agrees that, as a fair and reasonable compensation for the injury, it will send to the affected Subscriber a letter of apology and notify, in writing, the collection agency, copies of which such letter and notice shall be sent to the Commissioner. Further, if any credit agency is contacted by the Company or any collection agency collecting delinquent accounts on behalf of the Company in violation of Section 4.3.04 of this Appendix, the Company shall, in addition to taking the foregoing actions, (i) notify the credit agency contacted as a result of such referral that the referral was wrongly made and should not adversely affect the Subscriber's credit standing, a copy of which notice(s) shall be sent to the affected Subscriber and the Commissioner, and (ii) send the affected Subscriber a payment of Five Hundred Dollars (\$500.00). The Company agrees that this compensation constitutes liquidated damages, not a penalty or forfeiture.

.1 Types of Equipment To Be Provided

.1.01 The Company shall offer to potential Subscribers (at the time such Persons request any Service), and shall provide to all Subscribers, A/B switches pursuant to the guidelines established by the FCC and effective as of the date of the Agreement. In the event that the FCC has no guidelines governing the provision of A/B switches, the Company shall provide A/B switches (or their equivalent under alternative technologies) to its Subscribers at a charge not to exceed the Company's cost. Subscribers who elect to have an A/B switch installed at the time of subscription to Cable Service shall not be charged for the cost of installing the A/B switch. Subscribers who elect to obtain an A/B switch after the time of subscription may either install the switch themselves, following clear instructions supplied free of charge by the Company, or may request the Company to install the switch for a reasonable fee.

.1.02 Intentionally Deleted.

.1.03 The Company shall supply a parental control device to any Subscriber requesting one. Such device, if used properly, shall permit the Subscriber to prohibit viewing of a particular Cable Service during periods selected by that Subscriber. Further, the Company shall provide information periodically on the System to Subscribers pertaining to the availability of parental control devices.

.1.04 The Company shall supply a closed caption decoder to any hearing impaired Subscriber who requests one at a charge not to exceed the Company's cost.

.2 Terms for Rental and Loaner Equipment

.2.01 As provided in Appendix C to this Agreement, the Company may require deposits on certain equipment it provides to Subscribers, provided that the Company shall return to Subscribers their deposits together with a reasonable amount of interest, and provided further, that there shall be no discrimination among or between Subscribers in either the requirement for or the amount of any deposit. The Company shall permit the return of such equipment to any Service Center. When equipment is returned, the Company shall either promptly test it to ensure that it is not damaged or waive any damage claims, and shall give the Subscriber a receipt showing, in addition to the date and time of the return and the Subscriber name, the model and serial number of the returned equipment. The Company shall return to the Subscriber his or her deposit, plus interest minus any reasonable amount, if any, deducted for damage to the equipment or the amount of any outstanding balance owed to the Company within the next applicable billing cycle.

.2.02 (a) If such equipment is lost, damaged or stolen by reason of an intentional, wrongful act by, or the gross negligence of, the Subscriber, or if the Subscriber gives the equipment to a third party to return to the Company and the third party does not do so, then the Subscriber shall be liable for the replacement

cost of the equipment. If such equipment is lost, damaged or stolen through the wrongful act of a third party, or any other event outside the Subscriber's control (such as a burglary or a fire in the Subscriber's building), then the Subscriber shall have no Liability for the equipment, provided that the Subscriber files with the Company reasonable documentation on the cause of any such loss, theft or damage to any equipment (e.g., a police report). If such equipment is lost, damaged or stolen otherwise than in the circumstances described in the preceding two sentences, the Subscriber shall be liable for the depreciated book value of the equipment. In the event such equipment is lost, stolen or damaged, and the Company seeks to charge the Subscriber for such equipment, the Company shall give a written, dated notice to the Subscriber of the amount sought and the Subscriber's opportunity to refer the matter to the PSC in accordance with the provisions of Section 590.5 of the PSC regulations and to DoITT. If referral is not made within thirty (30) days of the date of the notice, the Company may commence its collection procedures pursuant to Section 4.5 of this Appendix. The Company shall keep records showing the resolution of Subscriber claims regarding lost, stolen or damaged equipment, which records shall be submitted in written or computer disk form to the Commissioner as the Commissioner may reasonably request from time to time, within fifteen (15) days of such request. If the Commissioner determines that the Company is abusing its discretion in charging Subscribers for such equipment, the Commissioner may establish appropriate rules and regulations to correct such practices.

.2.03 (b) In the event the Company reasonably determines that a Subscriber is repeatedly filing documentation under the previous paragraph (a) with respect to lost, stolen or damaged equipment (which shall include filings prior to the Effective Date), and the Company can reasonably demonstrate that the Subscriber is abusing the intent of this Section for personal profit, the Company may, upon written notice to the City and with the notice to the Subscriber described in the previous paragraph, decline to replace said equipment, and may charge the Subscriber for its full replacement value. The Company agrees to designate an employee or employees to be responsible for addressing and resolving the theft-related activities described in this paragraph (b). No later than one (1) year after the Effective Date, the Company and the Commissioner, in consultation with the City Police Department, shall review the procedures established hereby to determine if such procedures can be improved to more effectively meet the purposes of such procedures, and if agreement is reached on alternative procedures, then such procedures will replace the procedure established hereby.

.2.04 For billing purposes, the return of rental equipment shall be deemed to have taken place on the day such equipment is returned.

.3 Notice That Equipment Is Available. The Company shall provide in the Subscriber Handbook information about the availability and function of the equipment described in this Section 5 of this Appendix, as well as the location, hours of operation and telephone number for each Service Center, where such equipment may be obtained.

.4 Demonstration of Equipment. The Company shall provide free demonstration of such equipment at the Service Centers.

SECTION 6

– SERVICE INTERRUPTION AND
REPAIR SERVICE

.1 Interruption of Service. The Company shall exercise its best efforts to limit any scheduled interruption of any Cable Service for any purpose to periods of minimum use. Except in emergencies or incidents requiring immediate action, the Company shall provide the Commissioner and all affected Subscribers with prior notice of scheduled Service interruptions, if such interruptions will last longer than thirty (30) minutes. For any other scheduled service interruption, the Company must give notice electronically by placing an alphanumeric message on an information Channel or similar Channel on the System from time to time and at least once an hour, no more than twenty-four (24) and no less than twelve (12) hours before the interruption of Service occurs, unless the Commissioner authorizes the provision of shorter notice.

.2 Time Periods by Which Outages and Service Interruptions Must Be Corrected and Repairs Made

.2.01 The Company shall maintain sufficient repair and maintenance crews so as to be able to correct outages and service interruptions and other repair problems within the following time periods:

- (i) An outage, which is defined for purposes of this Appendix I as loss or significant impairment of all or a significant portion of Channels

affecting twenty (20) or more Subscribers served from the same amplifier shall be corrected within twelve (12) hours after the Company learns of it;

- (ii) a service interruption, which is defined for purposes of this Appendix I as loss or significant impairment of all or a significant portion of Channels affecting one (1) or more Subscribers(s) except for a problem caused by an intentional, wrongful act of the Subscriber or by the Subscriber's own equipment which was not supplied by the Company, shall be repaired within forty-eight (48) hours after the Company receives a request for repair service, unless the request is made after 4:00 p.m. on a Friday, in which event the repair shall be made no later than the next business day.

For purposes of this Agreement, “loss or significant impairment of all or a significant portion of Channels” shall be determined in accordance with the performance standards set forth in Appendix A to this Agreement.

.2.02 The Company shall maintain, at all times, an adequate repair and service force in order to satisfy its obligations pursuant to the foregoing Section 6.2.01(i). In order to satisfy its obligations pursuant to Section 6.2.01(ii), in cases where it is necessary to enter upon a Subscriber's premises to correct any reception problem or other service problem, the Company shall make available service calls: continuously during the period of 7:30 a.m. to 7:00 p.m. (May 1 through October 31) and 7:30 a.m. to 6:00 p.m. (November 1 through April 30) on weekdays and

continuously for at least eight (8) hours on each Saturday. During such periods, a Subscriber may request any four (4) hour period for the Company to correct any such problem, provided that the Company's customer service representatives shall at all times endeavor to be aware of service or other problems in adjacent areas which may obviate the need to enter a Subscriber's premises. The Company shall provide on Saturday the same level of service it provides during any weekday, such that repair services provided on Saturday are not significantly different than during any weekday (other than a weekday evening).

.2.03 The Company shall comply with the procedures set forth in Section 11.7 of this Appendix regarding contact with Subscribers in connection with any visit to a Subscriber's premises in connection with its obligations under this Section 6.2. In no event shall the Company cancel any necessary scheduled service call less than twenty-four (24) hours prior to the scheduled time for the service call, except in circumstances beyond the Company's control.

.3 Failure To Meet Time Periods May Be Excused. The Company's failure to correct outages or service interruptions or to make repairs within the stated time periods shall be excused in the following circumstances:

- (i) if the Company could not obtain access to the Subscriber's premises and complied with the procedures set forth in Section 11.7 of this Appendix; or

- (ii) if the Commissioner, acting reasonably, agrees with the Company that correcting such outages or service interruptions or making such repairs was not reasonably possible within the allotted time period.

.4 No Charge for Repair Service. Except as permitted by Section 5 of the Agreement, the Company shall not impose any fee or charge any Subscriber for any service call to his or her premises to perform any repair or maintenance work, unless such work was necessitated by an intentional act or gross negligence of such Subscriber. If the City is preempted by federal law from regulating fees or charges for repair services or maintenance work, the City will not enforce this provision to the extent of such preemption.

.5 Service Calls to be Provided on a Nondiscriminatory Basis

. As required by Section 3.2 of the Agreement, the Company shall provide all service calls throughout the Initial Construction Area in the Existing Franchise on a nondiscriminatory basis.

.6 Records of Repair Service Requests

.6.01 The Company shall keep records capable of showing all requests for repair service and information on service interruptions (to the extent available with respect to each of the following types of information), which shall show, at a minimum, the name and address of the affected Subscriber, the City block number for the block on which such Subscriber resides or is otherwise located, the date and the approximate time of request, the date and approximate time the Company responds, the date and approximate time Service is restored, the type and the

probable cause of the problem, the Signal level measured on four (4) Channels equally spread across the active analog band on the System after corrective action, if applicable, the corrective steps, if any, taken, and the names of the Company employees who took the corrective action(s). Should a repeat service call to address the same problem be needed within thirty (30) days of the original service call, the signal level shall be measured on ten percent (10%) of the Channels equally spread across the active analog band. Such records shall also describe the corrective action taken, and, in the case of outages, shall estimate the number of Subscribers affected. For the purposes of this Section 6.6.01, "time" shall mean the time of request or appointment period, as applicable.

.6.02 Any information in the records required by Section 6.6.01 of this Appendix may be destroyed six (6) years after such information was collected, unless the Commissioner authorizes the Company, in writing, to destroy any information required by Section 6.6.01 prior to the expiration of such six (6) year period. However, the Commissioner may require the Company to retain such information for a longer period of time or may require that the information be turned over to the Commissioner in lieu of its destruction.

.6.03 The Company shall submit to the Commissioner a report in such form and containing such information as the Commissioner may reasonably request, summarizing the information contained in the records required by Section 6.6.01 of this Appendix in written or computer disk form on a quarterly basis, such report to be submitted by the fifteenth (15th) day following the end of each calendar

quarter. Upon request of the Commissioner, the Company shall promptly submit to the Commissioner additional information in an appropriate format to verify and supplement the information contained in the report required by the preceding sentence and the Company's compliance with its obligations under Section 6.6.01 of this Appendix. The Commissioner may waive the submission of such reports as the Commissioner deems appropriate.

SECTION 7

-- SUBSCRIBER COMPLAINTS

.1 Operation of the Service Centers and Payment Centers. As set forth in Section 3 of this Appendix, the Company shall operate its Service Centers, train its employees and maintain its telephone lines so that Subscribers' complaints are resolved quickly, professionally and politely. The Company agrees to terminate the use of any Payment Center if the Commissioner determines that such Payment Center is operating in a manner which is clearly inconsistent with these consumer protection standards, unless the Company demonstrates to the satisfaction of the Commissioner that the problems leading to such determination have been corrected.

.2 Participation in the Customer Commitment Program. The Company shall participate in the New York City Better Business Bureau's Customer Commitment Program, which provides for mediation and/or arbitration of customer complaints at the customer's request. For the purposes of this Agreement, "complaint" shall mean (i) any written communication by a Subscriber or potential Subscriber expressing dissatisfaction with any nonprogramming aspect of the Company's business or operation of the System or (ii) any oral communication by a Subscriber or potential

Subscriber reduced to writing, including to a computer form, expressing dissatisfaction with any nonprogramming aspect of the Company's business or operation of the System, unless the Company resolved such complaint during the course of the oral communication. If, as a result of Subscriber complaints or information received in a questionnaire or survey, the Commissioner determines that the Company is not complying with the complaint resolution procedures pursuant to this Appendix, then the Commissioner shall adopt standards requiring the Company to reduce all complaints to a written form.

.3 Review of Complaint Resolution Process In connection with the preparation of the Subscriber Handbook required by Section 2.1 of this Appendix, the Company shall review and, if necessary, revise its existing complaint resolution process annually.

.4 Time Period for the Resolution of Complaints. Except where another time period is required by any other provision of this Appendix or this Agreement, the Company shall make its best efforts to resolve, as soon as practicable and in no event later than ten (10) business days, all complaints after they are received by the Company. Within two (2) business days of receiving a written complaint or a complaint forwarded to the Company by the Commissioner, the Company shall notify the Person who made the complaint, either by telephone or in writing, that the complaint has been received and that the Company will make its best efforts to resolve such complaint within ten (10) business days of receipt of such complaint by

the Company. Complaints which constitute billing disputes shall be subject to the procedures set forth in Section 4.4 of this Appendix I in lieu of this Section 7.4.

.5 Appeal of a Resolution to the Commissioner

.5.01 The Company shall notify, in writing, any Person from whom a complaint has been received that the Company believes in good faith has not been resolved within the ten (10) business day period under Section 7.4.01, of the Company's proposed resolution of the complaint, which notice shall include the address and telephone number provided by the Commissioner from time to time, by which a Subscriber may notify the City regarding a complaint and shall state that, unless an appeal is taken to the Commissioner within ten (10) business days after the date of the notification letter, the Company's resolution of the complaint shall be considered final. As set forth in Section 2.1.01(vi) of this Appendix, the Company shall also provide this information in the Subscriber Handbook.

.5.02 The Commissioner shall notify the Company by mail, telephone, or electronic means, of any such appeal within one (1) week after it is received by the Commissioner.

.5.03 If the Company's stated resolution of the complaint is appealed to the Commissioner within ten (10) business days as set forth in Section 7.5.01 of this Appendix, then the Company shall assist the Commissioner in the investigation thereof by the Commissioner, by providing whatever documents, materials or other types of information are reasonably requested by the Commissioner.

.5.04 The Commissioner shall have thirty (30) days in which to complete the investigation and to notify the Company of the manner in which the Commissioner believes the dispute should be resolved. Before completing the investigation, the Commissioner shall consult both with the Person who registered the complaint and with the Company.

.5.05 Complaints may be referred to the Commissioner before the Company has issued a resolution, if the Company has exceeded the time allowed for resolving complaints under Section 7.4 of this Appendix.

.6 Referral of Complaints from the Commissioner to the Company

.6.01 If the Commissioner is contacted directly about a complaint concerning the Company, the Commissioner shall notify the Company.

.6.02 Within ten (10) business days after being notified about the complaint, the Company shall issue to the Commissioner a report detailing the investigation thoroughly, describing the findings, explaining any corrective steps which are being taken and indicating that the Person who registered the complaint has been notified of the resolution. The Company's obligation to provide such a report may be satisfied by the submission to the Commissioner of a copy of the Company's letter to the Subscriber, to be delivered to the Subscriber pursuant to Section 7.5.01 of this Appendix, provided that the Company shall provide additional information at the reasonable request of the Commissioner.

.7 Complaint Records

.7.01 The Company shall maintain complaint records, which shall record the date a complaint is received, the name and address of the affected Subscriber, the City block number for the block on which such Subscriber resides or is otherwise located, a description of the complaint, the date of resolution, a description of the resolution and an indication of whether the resolution was appealed.

.7.02 Any information in the records required by Section 7.7.01 may be destroyed after six (6) years after such information was collected, unless the Commissioner authorizes the Company, in writing, to destroy any information required by Section 7.7.01 prior to the expiration of such six (6) year period. However, the Commissioner may require the Company to retain such information for a longer period of time or may require that the information be turned over to the Commissioner in lieu of its destruction.

.7.03 The Company shall submit to the Commissioner the records required by Section 7.7.01 of this Appendix in written or computer disk form on a quarterly basis.

SECTION 8

-- NOTICE

.1 Notice Required

.1.01 The Company shall provide notice to the Commissioner and all Subscribers of any of the following changes, which notice shall be provided no later than thirty (30) days prior to the effective date of any such change, unless the Company does not know of such change, in which case the Company must provide

such notice: (a) within five (5) business days of the date upon which the Company first knows of such change, in writing to the Commissioner and electronically on the affected Channel(s), if possible, and on the Channel on which available Cable Services are listed, at least ten (10) times a day during the two (2) week period immediately following such fifth business day, and (b) to all affected Subscribers in the earliest practicable monthly bill sent to Subscribers or a separate mailing made within the same period following such change:

- (i) any change in a programming Service, which shall mean the discontinuation of an existing Service, a change in Dial Location of any Service or a significant increase or decrease in the number of hours a Service is carried over the System;
- (ii) any change in the rates or charges or significant terms or conditions for the receipt of any Service;
- (iii) any change in the location or significant change in the hours of operation of any Service Center;
- (iv) any significant change in billing practices; or
- (v) any significant change of any of the policies or other information set forth in the Subscriber Handbook.

The foregoing notice requirements are in addition to the notice requirements contained elsewhere in this Appendix, including those regarding the termination of Cable Service and outages and service interruptions.

.1.02 Unless otherwise explicitly provided, all notices required by Section 8.1.01 shall be in writing no later than the periods specified in Section 8.1.01, except that any notice in connection with a change in Dial Location or an increase or decrease in the number of hours a Service is carried over the System may be provided electronically on the System, so long as such electronic notice is made at least ten (10) times a day during the two (2) week period prior to the effective date of such change. All notices required by Section 8.1.01 of this Appendix shall specify, as applicable, the Service or Services affected, the new rate, charge, term or condition, the effect of the change, and the effective date of the change.

.1.03 Notwithstanding the requirements of Section 8.1.01 of this Appendix I, with respect to any change involving only the addition of a Service, the Company shall provide written notice of such change to the Commissioner within five (5) business days of such change and to all affected Subscribers in the earliest practicable monthly bill sent to such Subscribers following such change, unless the Company shall have already provided written notice to all affected Subscribers.

.1.04 The Company shall comply with any and all applicable state and local law requirements including, but not limited to, those required by Section 224-a of the New York Public Service Law and Section 590.80 of the PSC regulations.

.1 Notice of Termination of Service. As described in Section 4.3.03 of this Appendix, the Company may terminate Service to any Subscriber whose bill has not been paid after it becomes delinquent, so long as the Company gives proper notice to the Subscriber as provided in Section 4.3.03 of this Appendix and the billing dispute resolution procedures have not been initiated.

.2 Termination on Sundays, Holidays or Evenings. The Company shall not terminate Service to Subscribers at any time when the Service Centers are closed.

.3 Resubscription to Cable Service. The Company shall not refuse to serve a former Subscriber whose Service was terminated, so long as all past bills and late charges have been paid in full. The Company may not charge such terminated Subscriber any fee(s) not applied to former Subscribers who voluntarily terminated Service.

.4 Length of Time to Disconnection. If disconnection occurs at the Subscriber's written or oral request, then, for billing purposes, it shall be deemed to have occurred three (3) days after the Company receives the request for disconnection unless (i) it in fact occurs earlier or (ii) the Subscriber requests a longer period.

.5 Scheduling Appointments. The Company shall provide Subscribers with "appointment window" time blocks of no more than four (4) hours (running continuously from 7:30 a.m. to 9:00 p.m. on weekdays and 9:00 a.m. to 5:00 p.m. on Saturdays) for selection of Subscribers, during which its work crew shall visit the

Subscriber's premises to disconnect service. Further, the Company shall comply with the procedures set forth in Section 11.7 of this Appendix regarding contact with Subscribers in connection with any visit to a Subscriber's premises in connection with its obligations under this Section 9.5.

.6 Restoration of Subscriber Premises. The Company shall ensure that the Subscriber's premises are restored to their original condition if damaged by the Company's employees or agents in any respect in connection with the installation, repair or disconnection of Cable Service.

.7 No Fee for Disconnection. The Company shall not charge any fee for disconnection. If, however, the Subscriber pays the amount in arrears to the Company when the Company is on the Subscriber's premises to disconnect Service, then the Company may charge the Subscriber a reasonable collection fee, provided that such Subscriber is notified of such collection fee in the notice required by Section 4.3.03.

SECTION 10

-- CREDITS

.1 Grounds. As a result of the Company's failure to comply with these consumer protection standards, the Company shall provide to each affected Subscriber or potential Subscriber, as applicable, the following credits:

- (i) for a failure of the Company's crew to arrive at the Subscriber's premises within the promised four (4) hour period for any installation service, as provided in Section 2.3.01 of this Appendix, unless otherwise excused by Section 11.7(ii) of this Appendix, a credit equal to free installation and the amount that would have otherwise been billed

to such Subscriber for all Cable Services selected by such Subscriber for the first billing period following installation;

- (ii) for a failure of the Company to complete installation of Service within the scheduled time period provided for in Section 2.3.03 of this Appendix, unless otherwise excused, a credit equal to free installation;
- (iii) for any service interruption as defined in Section 6.2 which lasts more than four (4) continuous hours in any twenty-four (24) hour period or any four (4) hours in any calendar day (provided that, to the extent access to the Subscriber's premises is required to effect such repair, the Subscriber has granted the Company such access), a minimum credit in an amount equal to one-thirtieth (1/30) times for recurring charges for Cable Services (i.e. all charges for Cable Service minus non recurring charges, such as installation and pay-per-view charges) for the affected Subscribers for the preceding billing period for the Service(s) as to which the service interruption occurred for each twenty-four (24) hour period during which a service interruption continues for at least four (4) continuous hours, subject to Section 10.4 of this Appendix I;
- (iv) for any outage, as defined in Section 6.2, which remains unrepaired for more than the period in which such repair is to be made under Section 6.2, a minimum credit in an amount equal to one-thirtieth (1/30) times the average bill for recurring charges for Cable Services

(i.e., all charges for Cable Service minus nonrecurring charges, such as installation and pay-per-view charges) for all Subscribers in the Initial Construction Area in the Existing Franchise for the preceding billing period (or, upon request of the Subscriber, an amount equal to one-thirtieth (1/30) times the total bill for recurring charges for Cable Services of such Subscriber for the preceding billing period), for each twenty-four (24) hour period during which such reception problem persists for at least four (4) hours;

- (v) for a failure of the Company's crew to arrive to correct any service interruption or make any repair during the stated time period, as specified in Section 6.2.02 (except where such failure is excused by Section 6.3 or except where such crew is no longer required due to a repair effected in a nearby portion of the System, in which case the Subscriber shall be notified by telephone that a visit to such Subscriber's residence is no longer necessary), a credit in an amount equal to all charges billed to such Subscriber for the preceding monthly billing period; and
- (vi) for the improper termination of Service to a Subscriber, free reconnection and a credit in an amount equal to all charges billed to such Subscriber for a period equal to two (2) times the total number of days such Subscriber does not have Service.

.2 Purpose. The Company agrees that each of the foregoing occurrences necessitating such credits shall result in injury to such Subscribers, which injury will be difficult to ascertain and to prove. The Company agrees that each of the foregoing credits is a fair and reasonable compensation for such injury and that such compensation constitutes liquidated damages, not a penalty or forfeiture.

.3 Calculation. For the purpose of calculating the amount of credit owed pursuant to Section 10.1(iii) or (iv) of this Appendix, such four (4) hour period shall be deemed to have begun at the time the outage or service interruption occurred.

.4 Provision. With respect to any credit described in Section 10.1(iii), the Company shall automatically, upon request of or notice from a Subscriber, provide a credit on such Subscriber's bill for Subscribers affected by a service interruption.

With respect to any credit described in Section 10.1(iv), the Company shall automatically provide a credit on each Subscriber's bill for Subscribers affected by an outage that occurs, at least in part, between 6:00 p.m. and 12:00 a.m. An outage affecting an identifiable location, locations or geographical area shall be presumed to have affected all Subscribers within such location, locations or geographical area if the outage exceeds four (4) continuous hours and some part of the outage occurs between 6:00 p.m. and 12:00 a.m. If the Company cannot determine who was affected by an outage entirely between 12:00 a.m. and 6:00 p.m., then it shall provide a credit to any eligible Subscriber who makes application therefor by written or oral notice within ninety (90) days after the outage occurred. With respect to any other credits enumerated in Section 10.1 of this Appendix, the

Company shall provide such credits automatically to the affected Subscriber's next bill.

SECTION 11

-- MISCELLANEOUS REQUIREMENTS

.1 Effect on Nonsubscribers and Utilities. The Company shall not allow its System to interfere with the television reception of any Person other than a Subscriber, or to interfere with, obstruct or hinder the operation of any utility.

.2 Charge for Downgrades. The Company shall not impose a charge upon a Subscriber for any downgrading of a Subscriber's Service except in the following circumstances:

- (i) the Subscriber has been notified of such charge in writing of at least ten (10) point type;
- (ii) the charge does not exceed the cost of the downgrade to the Company;
- (iii) the downgrade was not requested by a Subscriber affected by "a significant programming change" or a "network change" within forty-five (45) days of the receipt by the Subscriber of the notice required by Section 590.80(b)(4) and (c)(4), or 590.80(a), of the PSC regulations.

.3 Subscriber Information. From time to time, the Company shall, to the extent practicable, display a written notice on the weather channel or other channel approved by the Commissioner in the Commissioner's reasonable discretion, stating that information, complaint resolution and repair service may be obtained by telephoning the Company at the telephone number(s) specified in Exhibit 1 hereto or by visiting a Service Center at the locations specified in Exhibit 1 hereto. In

addition, at the request of the Commissioner, the Company shall distribute over the System, on all Access Channels when used by the Company or an Affiliated Person, pursuant to the fallow time rules, and with such frequency as the Commissioner shall reasonably specify, public service announcements regarding such matters or other aspects of the City's regulatory and oversight obligations or undertakings regarding the Company or the System, provided, however, that such announcements shall be placed during normal program breaks.

.4 Overpayment Credits. If, at any time, the Company becomes aware or if it is determined that a Subscriber is entitled to credit(s) otherwise than as a result of the operation of Section 10 of this Appendix, the Company shall (i) promptly credit such Subscriber's account, or (ii) upon request, and in no event later than the next applicable billing cycle after such request is made, issue the Subscriber a check in the amount of the credit, regardless of the amount to which the Subscriber is entitled, provided, however, that the Company shall expedite the issuance of the check upon the City's or Subscriber's reasonable request where the failure to issue a check on an expedited basis would cause hardship to the Subscriber.

.5 Rights of Action. The City and each Subscriber on his or her own behalf shall have the right to enforce each of the requirements of this Appendix; and each Subscriber shall have the right to bring an action on his or her own behalf to enforce the Company's obligations pursuant to this Appendix.

.6 Cable Guide. The Company shall include in cable service program guides (or a reasonable alternative thereto, such as bill stuffers or the Channel on which

available Cable Services are listed) distributed to Subscribers a schedule of programming on the Access Channels, which schedule shall be provided to the Company by the Community Access Organization or the City, as applicable, in a format and within a time period to be agreed upon by the Community Access Organization or the Commissioner, as applicable, and the Company.

.7 Procedures for Contacting Subscribers. Following the scheduling of an appointment with any Subscriber within the time periods specified elsewhere in this Appendix (the "appointment period"), the Company shall:

- (i) make a reasonable effort, within a reasonable time prior to the appointment period, to telephone the Subscriber or potential Subscriber to confirm the appointment, provided, however, that the obligation to make such telephone call shall not apply where the appointment is scheduled to occur (i) within forty-eight (48) hours of the initial scheduling of the appointment or (ii) before or during the next business day if the request is made after 4:00 p.m. on a Friday. If such telephone call is not answered, in person or by an answering machine, the Company shall make a second call to such Subscriber or potential Subscriber within a reasonable time thereafter to confirm the appointment; and
- (ii) during the appointment period, either: (a) arrive at the Subscriber's or potential Subscriber's premises, as promised, or (b) prior to such arrival, telephone the Subscriber's or potential Subscriber's premises

to determine whether the Subscriber is present during such appointment period. If, upon arrival at the Subscriber's or potential Subscriber's premises, the Company is not able to secure access to the premises, the Company's employee or representative shall make a reasonable effort to arrange for the premises to be telephoned immediately to determine whether the Subscriber or potential Subscriber is present. If such telephone call is not answered in person, the Company shall, if possible, leave a notice under the door of the premises advising that the Company did arrive at the premises during the appointment period, and the completion of such tasks shall be deemed an appropriate cancellation by the Company of the scheduled appointment. In the event that, prior to arrival at the Subscriber's or potential Subscriber's premises, the Company telephones the Subscriber to determine whether the Subscriber is present at the premises and such call is not answered in person or by a device which states that the Subscriber is, in fact, present and awaiting the Company's arrival, then the Subscriber shall be deemed to have cancelled the scheduled appointment.

In the event that there is not a working telephone at the Subscriber's or potential Subscriber's premises at the time of the appointment period, then the Company shall be required to arrive at the Subscriber's or potential Subscriber's premises

during the appointment period, and, in such circumstances, the Company may not rely upon the telephone procedures described above.

.8 Receipts. In connection with any transaction between the Company and a Subscriber which involves a visit to a Subscriber's premises or place of business, the Company will, in each such case when requested by the Subscriber, provide such Subscriber a written receipt briefly describing such transaction and the date and time thereof. The Company shall reasonably seek to inform each such Subscriber in writing of the availability of such a receipt.

.9 Governing State Law. In the event that any of the provisions of this Appendix of this Agreement are preempted by and unenforceable under any rules or regulations promulgated by the PSC, or adopted by the New York State legislature (collectively, the "State"), the rules or regulations adopted by the State shall govern and the Company's compliance with such rules or regulations shall be deemed satisfactory performance.

.10 Reports on Changes. . In the event the Company makes any significant changes in staffing, equipment or resources (for example, a significant decrease in its service workforce) for fulfilling its consumer service obligations pursuant to this Appendix I, the Company shall promptly provide a written report to the Commissioner explaining such change(s) and the justification therefor.

SECTION 12

-- FAILURE TO COMPLY WITH THESE REQUIREMENTS

.1 Material Requirements.

.1.01 The Company agrees that substantial failure to comply with any material requirement set forth in these consumer protection standards shall constitute a failure to comply with a material provision of the Agreement.

.1.02 The Company also agrees that if the Commissioner determines, in the exercise of his or her sole discretion, that the Company has, after notice from the Commissioner, repeatedly failed to comply with any requirement set forth in these consumer protection standards, then the Commissioner may elect to treat such failure in all respects as a failure to comply with a material provision of this Agreement, provided that no such repeated failure shall be deemed to have occurred by reason of actions or inactions, taken in the good faith belief that such do not constitute a failure, during pendency of a good faith dispute as to whether such actions or inactions at issue constitute a failure.

.2 City's Remedies for a Failure to Comply With These Consumer Protection Standards. In addition to the City's other remedies, the Company agrees that if it fails substantially to comply with a material requirement set forth in this Appendix,

it shall pay to the City liquidated damages as provided in Section 14.3.01(viii) of the Agreement and pursuant to the terms of Section 14 of the Agreement.

.3 Liability for Contractors'/Subcontractors' Failure to Comply. If the Company fails to take reasonable steps to ensure that its contractors, subcontractors or agents abide by these consumer protection standards, the Company shall be liable for any breach of these consumer protection standards committed by its contractors, subcontractors, or agents just as if the Company itself had committed the breach.

.4 Reporting. The Company shall provide reports documenting its compliance with the requirements of this Appendix I and other customer service matters as set forth in Exhibit 2 attached hereto and made a part hereof.

DESIGNATION AND LOCATION OF SERVICE CENTERS

[TO BE INSERTED BY COMPANY.]

CONSUMER PROTECTION REPORTING REQUIREMENTS