

Ordinance No. 120775

Council Bill No. 114137

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

The City of Seattle
Council Bill/Ordinance

ES

Pass As Amended

CF No. _____

Date Introduced: <u>4-1-02</u>		
Date 1st Referred: <u>4-1-02</u>	To: (committee) <u>Police, Fire, Courts & Tech</u>	
Date Re - Referred:	To: (committee)	
Date Re - Referred:	To: (committee)	
Date of Final Passage: <u>4-22-02</u>	Full Council Vote: <u>8-0</u>	
Date Presented to Mayor: <u>4-23-02</u>	Date Approved: <u>4/24/02</u>	
Date Returned to City Clerk: <u>4/30/02</u>	Date Published: <u>30APR</u>	T.O. <input checked="" type="checkbox"/> P.T. <input checked="" type="checkbox"/>
Date Vetoes by Mayor:	Date Veto Published:	
Date Passed Over Veto:	Veto Sustained:	

4-22-02 Passed

This file is complete and ready

Law Department

Law Dept. Review

The City of Seattle - Legislative Department

Council Bill/Ordinance sponsored by: Compton by 46
Councilmember

Committee Action:

Pass As Amended

Compton aye

Drago aye

Pageher aye

McEwen aye

4-22-02 Passed 8-0 (excused: Pageher)

This file is complete and ready for presentation to Full Council. Committee: _____
(initial/date)

Law Department

Law Dept. Review

OMP
Review

City Clerk
Review

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ORDINANCE 120775

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))~~ Customers, 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. §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. § 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))~~



1 Customers' questions, receiving and processing payments, or performing other ~~((customer))~~ Customer
2 service related tasks.

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

6 "~~((Non-standard installation)) Non-Standard Installation~~" means any installation of cable
7 services that requires the installation of facilities from a point more than one hundred twenty-five (125)
8 feet from the ~~((customer's))~~ Customer's property line to: (1) for a prewired dwelling unit, the federal
9 demarcation point; or (2) for an unwired dwelling unit, a point not less than twelve (12) inches from the
10 exterior wall of the dwelling unit; or (3) any underground installation in an area where plant facilities are
11 not underground; or (4) any installation calling for multiple outlets in a dwelling unit; or (5) a
12 commercial installation.

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

16 "Normal ~~((operating conditions)) Operating Conditions~~" means service conditions within the
17 control of the Cable Operator. Those conditions that are not within the control of the ~~((eable operator))~~ Cable Operator include, but are not limited to, natural disasters, civil disturbances, power
18 outages, telephone network outages, and severe or unusual weather conditions. Those conditions that are
19 ordinarily within the control of the ~~((eable operator))~~ Cable Operator include, but are not limited to,
20 special promotions, pay-per-view events, rate increases, regular peak or seasonal demand periods, and
21 maintenance or upgrade of the ~~((eable system))~~ Cable System.

22 "Standard ~~((i)) Installation~~" means (1) for an unwired dwelling unit, an installation of cable
23 service to the ~~((customer's))~~ Customer's dwelling unit located up to one hundred twenty-five (125) feet
24 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.

1 A. Courtesy.

2 All employees of the ~~((cable operator))~~ Cable Operator shall be courteous, knowledgeable and
3 helpful and shall provide effective, timely and satisfactory service in all contacts with ~~((customers))~~
4 Customers.

5 B. Accessibility.

6 The ~~((cable operator))~~ Cable Operator shall provide at least one (1) service center for each
7 seventy-five thousand (75,000) ~~((customers))~~ Customers served, located at a safe, visible site within ~~((its~~
8 ~~service area))~~ the City of Seattle, that is handicapped accessible, and located along mass transit routes.
9 Except as otherwise approved by the City, all service centers shall be open Monday through Friday,
10 ~~((eight)) ((8:00((+))) a.m. to ((seven)) ((7:00((+))) p.m., and Saturdays from ((nine--))((9:00((+))) a.m.~~
11 ~~to ((five)) ((5:00((+))) p.m., excluding legal holidays, and shall be fully staffed on-site with CSRs~~
12 ~~offering the following services to ((customers))~~ Customers who come to the service center: bill payment
13 ~~(including the ability to provide change and Customer receipts), equipment exchange, processing of~~
14 ~~change of service requests, and response to ((customer))~~ Customer inquiries and requests. The City may
15 approve alternatives for service centers that provide substantially equivalent services. ~~((offering lesser~~
16 ~~services, or that are within ten (10) miles of its service area, at any site to which the public has general~~
17 ~~access--))~~ The ~~((cable operator))~~ Cable Operator shall post a sign at each service center advising
18 ~~((customers))~~ Customers of its hours of operation and of the addresses and telephone numbers ~~((at~~
19 ~~which))~~ to contact the City and the ~~((cable operator))~~ Cable Operator if the service center is not open at
20 ~~((the times posted))~~ other than Normal Business Hours. The ~~((cable operator))~~ Cable Operator shall
21 provide free exchanges of faulty converters at the ~~((customer's))~~ Customer's address.

22 CSRs will be available to respond to ~~((customer))~~ Customer inquiries during ~~((normal business~~
23 ~~hours))~~ Normal Business Hours. The ~~((cable operator))~~ Cable Operator shall maintain local or toll free
24 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 weeks 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

1 ~~((cable operator))~~ Cable Operator may not cancel an appointment with a ~~((customer))~~ Customer after
2 ~~((five (5:00)))~~ 5:00 p.m. on the day before the scheduled appointment.

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

9 The ~~((cable operator))~~ Cable Operator shall be deemed to have responded to a request for
10 service under the provisions of this section when a technician arrives within the agreed upon time.~~((;~~
11 ~~and, if))~~ If the ((customer)) Customer is absent when the technician arrives, the technician ((leaves a
12 written notification of arrival and return time, and a copy of that notification is kept by the cable
13 operator)) shall verify the appointment with his/her dispatcher by telephone while at the Customer's
14 door and leave written notification of timely arrival. A copy of that notification shall be kept by the
15 Cable Operator. In such circumstances, the ((cable operator)) Cable Operator shall contact the
16 ((customer)) Customer within forty-eight (48) hours. In the event that a technician arrives without a
17 prior appointment, and the Customer must be present for service to proceed, and the Customer is absent,
18 it shall not be deemed that the Cable Operator has responded to a request for service.

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

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

1 The ~~((cable-operator))~~ Cable Operator shall ~~((correct))~~ initiate repairs to all other service
2 interruptions resulting from ~~((cable-operator))~~ Cable Operator equipment failure within twenty-four (24)
3 hours.

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

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

20 If a ~~((customer))~~ Customer experiences poor ~~((video or audio reception))~~ signal quality or
21 interruptions of Cable or Other Service attributable to the ~~((cable-operator's))~~ Cable Operator's
22 equipment, the ~~((cable-operator))~~ Cable Operator shall respond and repair the problem no later than the
23 day following the ~~((customer))~~ Customer call provided that the Customer is available and the repair can
24 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



1 waive fees, to schedule service appointments and to change billing cycles, where appropriate. Any
2 difficulties that cannot be resolved by the CSR shall be referred to the appropriate supervisor who shall
3 make best efforts to contact the ((eustomer)) Customer within four (4) hours and resolve the problem
4 within forty-eight (48) hours or within such other time frame as is acceptable to the ((eustomer))
5 Customer and the ((eable-operator)) Cable Operator.

6 6. Billings, Credits, Refunds, and Deposits. ((Cable-operator)) Customers will receive a clear
7 and concise bill every month. To be considered clear and concise, due dates shall be required, and a bill
8 shall be issued. The ((eable-operator)) Cable Operator shall respond to a ((eustomer's)) Customer's
9 billing inquiry, general question, or comment made by telephone or e-mail within forty-eight (48) hours
10 ((and to a written billing inquiry within two (2) weeks after receiving it.)) The Cable Operator shall
11 respond in writing to a written billing inquiry, general question or comment within two weeks of the
12 date of receipt of the letter. The Cable Operator shall provide the option of a mailed bill and payment to
13 Customers upon request.

14 The ((eable-operator)) Cable Operator shall allow at least thirty (30) days from the beginning
15 date of the applicable billing cycle for payment of a ((eustomer's)) Customer's service bill for that
16 period. If a ((eustomer's)) Customer's service bill is not paid within that period of time the ((eable
17 operator)) Cable Operator may apply an administrative fee to the ((eustomer's)) Customer's account. If
18 the ((eustomer's)) Customer's service bill is not paid within forty-five (45) days of the beginning date of
19 the applicable service period, the ((eable-operator)) Cable Operator may perform a "soft" disconnect of
20 the ((eustomer's)) Customer's service. If a ((eustomer's)) Customer's service bill is not paid within fifty-
21 two (52) days of the beginning date of the applicable service period, the ((eable-operator)) Cable
22 Operator may disconnect the ((eustomer's)) Customer's service; provided, it has provided ten (10) days
23 notice to the ((eustomer)) Customer that such disconnection may result.

24 If a ((eustomer)) 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
((eustomer)) Customer shall not be responsible for ((eable-services)) Cable Services delivered after the
request. The ((eable-operator)) Cable Operator must refund any credit balance owed the ((eustomer))
Customer, less any owed or disputed amounts, within fifteen (15) business days after the close of the
((eustomer's)) Customer's billing cycle following the return of the equipment and request for
disconnection. The ((eable-operator)) Cable Operator shall issue a credit or refund to a ((eustomer))

1 Customer within fifteen (15) business days after the close of the billing cycle following the return of the
2 equipment and request for disconnection.

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

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

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

17 Except in the case of an emergency involving public safety or service interruption to a large
18 number of ~~((subscribers))~~ Customers, the ~~((cable operator))~~ Cable Operator shall give reasonable notice
19 to property owners or legal tenants prior to entering upon private premises, and the notice shall specify
20 the work to be performed; provided that, in the case of construction operations such notice shall be
21 delivered or provided at least twenty-four (24) hours prior to entry. Nothing herein shall be construed as
22 authorizing access or entry to private property, or any other property, where such right to access or entry
23 is not otherwise provided by law. If damage is caused by ~~((cable operator))~~ Cable Operator activity, the
24 ~~((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.

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

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

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

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

16 Any ~~((customer))~~ Customer with a disability may request the special services described above
17 by providing the ~~((cable-operator))~~ Cable Operator with a letter from the ~~((customer's))~~ Customer's
18 physician stating the need, or by making the request to the ~~((cable-operator's))~~ Cable Operator's installer
19 or service technician, where the need for the special services can be visually confirmed.

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

24 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;

1 These ~~((s))~~Standards, with Schedule A, and any other applicable ~~((customer))~~ Customer
2 service standards. A written copy of these Standards or a summary approved by the City shall be
3 provided to Customers at installation and annually; an on-line version shall be considered acceptable
4 annual dissemination of the standards to cable modem Internet Customers;

5 Installation and service maintenance policies, including the ~~((customer's))~~ Customer's
6 responsibilities for equipment;

7 Instruction on the use of cable TV service~~((s))~~, remote control and on standard VCR hookups;

8 Instruction on the use of interactive television if provided by the cable operator;

9 Instruction on the use of cable modem service;

10 ~~((Channel positions of programming;))~~

11 Billing and ~~((e))~~Complaint procedures, including the address and telephone number of the
12 ~~((cable operator's))~~ Cable Operator's offices, the ~~((cable operator's))~~ Cable Operator's policies on
13 deposits and credit balances, returned check charges, refunds for disruption of service or poor reception,
14 and telephone numbers and descriptions of services of the FCC and the City's Office of Cable
15 Communications;

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

18 Use and availability of parental control/lock out device;

19 Special services for ~~((customers))~~ Customers with disabilities including any other discounts
20 required by the franchise;

21 Days, ~~((times-))~~hours of operation, and locations of the service centers;

22 A sample of all notices provided to the ~~((customer))~~ Customer shall be filed (by fax
23 acceptable) concurrently with the City;

24 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

1 the other information required by the preceding subsection. Channel lineup changes that result from a
2 ~~((cable operator's))~~ Cable Operator's rebuild of its Cable System are exempt from the thirty (30) day
notice requirement;

3 All officers, agents, and employees of the ~~((cable operator))~~ Cable Operator, its contractors
4 and subcontractors who are in personal contact with ~~((cable))~~ ~~((customers))~~ Customers shall have visible
5 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
6 ~~((cable operator))~~ Cable Operator used for providing services to Customers shall be clearly visually
7 identified to the public as working for the ~~((cable operator))~~ Cable Operator. All CSRs shall identify
8 themselves orally to callers immediately following the greeting during each telephone contact with the
9 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;

10 All CSRs, technicians and employees of the ~~((cable operator))~~ Cable Operator in every contact
11 with a ~~((customer))~~ Customer shall state the estimated cost of the service, repair, or installation orally
12 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
13 leaving the location at which the work was performed;

14 All promotional materials advertising cable services shall accurately disclose price terms. For
15 non-automated orders, the CSRs shall make clear the price of pay-per-view and pay-per-event
16 programming before an order is taken. The ~~((cable operator))~~ Cable Operator shall distribute
17 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;

18 The ~~((cable operator))~~ Cable Operator shall not charge ~~((customers))~~ Customers for any
19 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.

20 F. Cable Customer Privacy. ~~((The cable operator shall not monitor cable television signals to~~
21 ~~determine the individual viewing patterns or practices of any customer without prior written consent~~
22 ~~from that customer, except as otherwise permitted by the applicable franchise, and by federal law. The~~
23 ~~cable operator is permitted to disclose such information if such disclosure is necessary to render, or~~
24 ~~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. § 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

1 F.2 (b) shall not be interpreted to prohibit an Affiliate from obtaining access to Personally Identifiable
2 Information to the extent otherwise permitted by this Subsection F.

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

8 3. Disclosure of Personally Identifiable Information

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

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

- 16 1. A Customer's extent of viewing of a Cable Service or Other Service provided by the
17 Cable Operator;
- 18 2. The extent of any other use by a Customer of a Cable Service or Other Service provided
19 by the Cable Operator, including, but not limited to a disclosure of the particular viewing
20 selections by a person subscribing to a Cable Service or Other Service, or the particular
21 web sites visited by a Customer to cable modem service (i.e., a Cable Operator may only
22 disclose the fact that a person subscribes to cable modem service); or
- 23 3. The nature of any transactions made by a Customer over the Cable System of the Cable
24 Operator.
- 25 4. The nature of programming or sites that a Customer subscribes to or views (i.e., a Cable
26 Operator may only disclose the fact that a person subscribes to a general tier of service,
27 or a package of channels with the same type of programming).

28 A minimum of thirty (30) days prior to making any disclosure of Personally Identifiable
29 Information of any Customer as provided in this subsection F.3(a), the Cable Operator shall notify in

1 writing the Office of Cable Communications and each Customer (that the Cable Operator intends to
2 disclose information about) of the specific information that will be disclosed, to whom it will be
3 disclosed, and notice of the Customer's right to prohibit the disclosure of such information for Non-
4 cable related purposes. The notice to Customers may be included with or made a part of the Customer's
5 monthly bill for Cable Service or Other Service or may be made by separate mailed notice. Each time
6 that this notice is given to a Customer, the Cable Operator also shall provide the Customer with an
7 opportunity to prohibit the disclosure of information in the future. Such opportunity shall be given in
8 one of the following forms: a postage paid, self-addressed post card provided by the Cable Operator; a
9 box that may be checked by the Customer on the Customer's monthly bill for Cable Services or Other
10 Services; a toll-free number that the Customer may call; or such other equivalent methods as may be
11 approved by the Office of Cable Communications.

12 Additionally, within forty-five (45) days after each disclosure of Personally Identifiable
13 Information of any Customer as provided in this subsection F.3(a), the Cable Operator shall notify in
14 writing the Office of Cable Communications and each Customer (that the Cable Operator has disclosed
15 information about) of the specific information that has been disclosed, to whom it has been disclosed,
16 and notice of the Customer's right to prohibit the disclosure of such information for Non-cable related
17 purposes. The notice to Customers may be included with or made a part of the Customer's monthly bill
18 for Cable Service or Other Service or may be made by separate mailed notice. Each time that this notice
19 is given to a Customer, the Cable Operator also shall provide the Customer with an opportunity to
20 prohibit the disclosure of information in the future. Such opportunity shall be given in one of the
21 following forms: a postage paid, self-addressed post card provided by the Cable Operator; a box that
22 may be checked by the Customer on the Customer's monthly bill for Cable Services or Other Services; a
23 toll-free number that the Customer may call; or such other equivalent methods as may be approved by
24 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

1 Any Personally Identifiable Information gathered and maintained by a Cable Operator shall be
2 made available for Customer examination within thirty (30) days of receiving a request by a Customer to
3 examine such information at the local offices of the Cable Operator or other convenient place within the
4 City designated by the Cable Operator. Upon a reasonable showing by the Customer that the
5 information is inaccurate, a Cable Operator shall correct such information.

5 5. Privacy Notice to Customers

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

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

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

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

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

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

29 (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;



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

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

9 8. Any aggrieved person may commence a civil action for damages for invasion of privacy
10 against any Cable Operator.

11 9. Destruction of Personally Identifiable Information

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

17 10. Rulemaking.

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

20 G. Safety. The ~~((cable operator))~~ Cable Operator shall install and locate ~~((is))~~ its facilities,
21 Cable System, and equipment in compliance with all federal, state, local, and company safety standards,
22 and in such manner as shall not unduly interfere with or endanger persons or property. Whenever the
23 ~~((cable operator))~~ Cable Operator receives notice that an unsafe condition exists with respect to its
24 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))~~

1 discontinuation of such upgraded service within thirty (30) days due to dissatisfaction with the service,
2 shall receive a credit to his/her account in an amount equal to the pro rata charge for the remaining days
3 of service following the request to disconnect. If a Customer subscribes to a service under a promotion
4 that provides free service and chooses to disconnect during the promotion window, there shall be no
5 charge of any kind for the service or for disconnection of the service. ((shall receive a credit to his/her
6 account in the amount of one (1) month's subscription charge for the service that has been
7 disconnected))

21.60.830 COMPLAINT PROCEDURE

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

17 Said written procedures shall prescribe a simple ~~((manner))~~ process~~((-in))~~ by which any
18 ~~((customer))~~ Customer may submit a ~~((complaint))~~ Complaint in person or by telephone, electronic mail
19 or in writing to the ((cable operator)) Cable Operator ((that it has violated any)) regarding an alleged
20 violation of any provision of these ((customer service standards)) Customer Service Standards, any
21 terms or conditions of the ((customer's)) Customer's contract with the ((cable operator)) Cable Operator,
22 or reasonable business practices.

23 ~~((At the conclusion of the cable operator's investigation of a customer complaint, but in no~~
24 ~~more than fifteen (15) calendar days after receiving the complaint, the cable operator shall notify the~~
25 ~~customer of the results of its investigation and its proposed action or credit.))~~ The Cable Operator will
26 make best efforts to resolve Customer concerns or Complaints at the first contact. The City will make
27 best efforts to redirect to the Cable Operator all Cable Customers who have contacted the City first with
28 a Cable or Other Service inquiry, concern, or Complaint. Within fifteen (15) calendar days after
29 receiving a Complaint, the Cable Operator shall notify the Customer of the results of its investigation

1 and its proposed action or credit. If the Complaint is in writing, a written response shall be sent to the
2 Customer within two (2) weeks of receipt.

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

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

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

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

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

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

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

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

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

8 The ~~((cable operator))~~ Cable Operator and the ~~((customer))~~ Customer shall produce any
9 additional evidence, including any reports from the ~~((cable operator))~~ Cable Operator, which the City
10 may deem necessary to an understanding and determination of the ~~((complaint))~~ Complaint.

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

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

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

22 D. Verification of Compliance. The ~~((cable operator))~~ Cable Operator shall maintain, in a
23 manner consistent with the privacy rights of ~~((customers))~~ Customers, an accurate and comprehensive
24 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

1 provided by the Cable Company on a quarterly basis, within 30 days of the end of the quarter and shall
2 be in a format consistent with the output capabilities of a Cable Operator's call tracking technology
3 sufficient for the City to monitor the Cable Customer Bill of Rights. If the Cable Operator fails to
4 provide such reports on a timely basis, or if they are incomplete, monetary sanctions of up to \$500.00
5 for the first quarter, up to \$1000.00 for the second consecutive quarter of noncompliance, up to
6 \$1500.00 for the third consecutive quarter of noncompliance, and up to \$2,000.00 for all subsequent
7 consecutive non-compliant quarters may be imposed to encourage compliance. The ((cable-operator))
8 Cable Operator shall permit the City to review and audit the information at any time during ((normal
9 business hours)) Normal Business Hours upon reasonable notice.

8 E. Overall Quality of Service. The City may evaluate the overall quality of ((customer))
9 Customer service provided by the ((cable-operator)) Cable Operator to ((customers)) Customers, in
10 conjunction with any performance review provided for in the franchise agreement; or at any other time,
11 at its sole discretion, based on the number of ((customer-complaints)) Customer Complaints received
12 directly by the City or reported by the ((cable-operator)) Cable Operator in its quarterly reports.

12 F. ~~((Noncompliance With Customer Service Standards)) Procedure for Remedying~~
13 Violations. ((Noncompliance with any provision of these standards is a violation of these standards.)) If
14 the City has reason to believe that the Cable Operator has failed to comply with any of these Standards,
15 or has failed to perform in a timely manner, the City may require in writing that the Cable Operator
16 remedy the alleged noncompliance and provide an opportunity to cure. If the alleged noncompliance is
17 denied or not cured to the satisfaction of the City, the City may impose monetary sanctions or follow
18 other procedures set forth in individual franchise agreements.

17 ~~((G. Procedure for Remedying Violations. If the City has reason to believe that the cable~~
18 ~~operator has failed to perform in a timely manner, the city may demand in writing that the cable operator~~
19 ~~remedy the alleged noncompliance. If the alleged noncompliance is denied or not remedied to the~~
20 ~~satisfaction of the City, the City may opt to follow the procedures set forth in individual franchise~~
21 ~~agreements.))~~

21 ((H))G. Notice. At the City's request, the ((cable-operator)) Cable Operator shall include on
22 its billing statement, in a clear and conspicuous manner, information on how to contact the City's Office
23 of Cable Communications. At the City's discretion, such information may include, but shall not be
24 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 Customer Service	Minimum Compensation For Noncompliance
COURTESY	
All ((cable operator)) <u>Cable Operator</u> employees shall be friendly, knowledgeable and helpful ((in their)) and provide timely services.	((Five Dollars (\$5) credit to customer account)) <u>\$5.00 credit</u>
RESPONSIVENESS	
Guaranteed Seven (7) Day Residential Installation and Service	
((Cable operator)) <u>Cable Operators</u> shall complete ((standard installations)) <u>Standard Installations and service</u> requested by a ((customer)) <u>Customer</u> within seven (7) business days after order has been placed.	Free installation, or one (1) month's basic service, if the fee has been waived for promotional reasons; <u>for a service violation, \$10 credit</u>
((Cable operator)) <u>Cable Operator</u> shall provide ((customers)) <u>Customers</u> seeking ((non-standard installations)) <u>Non-Standard Installations</u> with a total installation cost estimate and an estimated date of completion.	Free installation, or one (1) month's basic service, if the fee has been waived for promotional reasons
All underground cable drops shall be buried no less than twelve (12) inches deep and work shall be completed in no more than <u>three (3)</u> ((working days)) <u>calendar weeks</u> from the installation.	((Five Dollars (\$5) credit to customer account)) <u>\$5.00 credit</u>
Residential Installation and Service Appointments	
All ((cable operator)) <u>Cable Operator</u> ((customers)) <u>Customers</u> wanting installation of cable or service may choose any <u>available</u> four (4) hour time block during ((normal business hours)) <u>Normal Business Hours</u> .	((Ten Dollars (\$10) credit to customer account)) <u>\$10.00 credit</u>
The ((cable operator)) <u>Cable Operator</u> may not	((Ten Dollars (\$10) credit to customer



cancel an appointment with a ((customer)) Customer after ((five)) ((5:00)) p.m. on the day before the scheduled appointment.	account-)) \$10.00 credit or the guarantee offered by the ((able-operator)) Cable Operator, whichever is greater
If a ((able-operator)) Cable Operator cannot make an appointment for any reason, the ((able operator)) Cable Operator shall contact the ((customer)) Customer before the end of the scheduled appointment and reschedule at the convenience of the ((customer)) Customer.	((Ten Dollars (\$10) credit to customer account,)) \$10.00 credit, ((in addition to any-)) or the guarantee ((s)) offered by the ((able-operator)) Cable Operator, whichever is greater
If a ((able-operator)) Cable Operator technician arrives within the agreed upon time, and the ((customer)) Customer is absent, the technician shall leave written notification of arrival and return time, and the ((able-operator)) Cable Operator shall contact the ((customer)) Customer within forty-eight (48) hours to reschedule.	((Five Dollars (\$5) credit to customer account-)) \$5.00 credit if the customer is not contacted within forty-eight (48) hours
<u>((Residential Service Interruptions)) Outages and Service Interruptions</u>	
System outages resulting from ((able-operator)) Cable Operator equipment failure affecting five (5) or more ((customers)) Customers, the Cable Operator shall ((be corrected)) initiate repairs within two (2) hours after the third ((customer)) Customer call is received.	One (1) day's free service for each ((twenty-four (24) hour delay for affected customers)) day in which there is an outage for each Customer who reports an outage
Repairs shall be initiated for all ((All)) other interruptions resulting from ((able-operator)) Cable Operator equipment failure ((shall be corrected)) within twenty-four (24) hours.	One (1) day's free service for each ((twenty-four hour delay for affected customers)) day in which there is an outage for each Customer who reports an outage
Initiate repairs for all ((All)) service outages or interruptions beyond the control of ((able operators)) Cable Operators ((shall)) ((be corrected)) within twenty-four (24) hours after the ((able-operator)) Cable Operator regains control.	One (1) day's free service for each ((twenty-four hour delay for affected customers)) day in which there is an outage for each Customer who reports an outage
<u>TV Reception Difficulties and Cable Modem Internet Connection</u>	
All ((able-operator)) Cable Operators shall make repairs promptly, and interrupt service only for good cause, during periods of minimum use of the system, and for no more than twenty-four (24) hours, except where unavoidable.	One (1) day's free service for each ((twenty-four hour delay for affected customers)) day in which there is an outage for each Customer who reports an outage
All ((able-operator)) Cable Operators shall provide clear television reception that meets or exceeds FCC technical standards.	One (1) day's free service for each day in which ((twenty-four (24) hour period that)) reception falls below FCC standards for ((affected)) ((customers))

	Customers who report reception that does not meet FCC standards
All Cable Operators shall meet all specifications advertised for Internet services.	One (1) day's free service for each day in which any advertised specification is not met for affected Customers
If a ((customer)) Customer experiences poor video or audio reception due to ((cable operator)) Cable Operator equipment, the ((cable operator)) Cable Operator shall repair the problem no later than the next day, unless otherwise agreed to with the ((customer)) Customer.	One (1) day's free service for each ((twenty-four hour delay for affected customers)) day after the Customer has called and the problem remains uncorrected
Problem Resolution	
All ((cable operator)) Cable Operators ((customer service representatives)) Customer Service 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.	((Five Dollars (\$5) credit to customer account.)) \$5.00 credit
In the case of difficulties that cannot be resolved, the supervisor 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.	((Five Dollars (\$5) credit to customer account.)) \$5.00 credit
Billing, Credits and Refunds	
((Cable operator customers)) Customers shall receive a clear and concise bill monthly. The ((cable 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.	((Five Dollars (\$5) credit to customer account.)) \$5.00 credit
All ((cable operator)) Cable Operators shall allow thirty (30) days from the beginning date of the applicable 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))	((Five Dollars (\$5) credit to customer account.)) \$5.00 credit

1	Cable Operator may perform a "soft" disconnect.	
2	If a ((eustomer's)) <u>Customer's</u> bill is not paid within fifty-two (52) days of the beginning date of the applicable service period, the ((eable-operator)) <u>Cable Operator</u> may disconnect the ((eustomer's)) <u>Customer's</u> service, but only upon showing that it has provided ten (10) day's notice to the ((eustomer)) <u>Customer</u> that such disconnect may result.	((Five Dollars (\$5) credit to customer account.)) <u>\$5.00 credit</u>
6	If a ((eustomer)) <u>Customer</u> 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. All ((eable-operator)) <u>Cable Operators</u> shall issue a credit or refund within fifteen (15) business days after the close of the ((eustomer's)) <u>Customer's</u> billing cycle following the return of the equipment and request for disconnection.	((Five dollar (\$5) credit)) <u>\$5.00 credit</u> ((to customer account)) or refund if the ((eustomer's)) <u>Customer's</u> account has closed
11	Deposits shall accrue interest at a fair market rate. Within ((fifteen (15) business)) <u>ten (10)</u> days after termination of service for any reason, the ((eable-operator)) <u>Cable Operator</u> shall repay any deposit with a statement showing accrued interest to the ((eustomer)) <u>Customer</u> , less any sums owed to the ((eable-operator)) <u>Cable Operator</u> .	((Five Dollars (\$5))) <u>\$5.00 credit</u> ((to eustomer account)) or refund if the ((eustomer's)) <u>Customer's</u> account has closed
14	Respectful Treatment of ((Customer's)) Property	
15	Cable O((e)) perators shall replace <u>any</u> trees or shrubs damaged during <u>any</u> installation or repair ((on the customer's property)) .	((Ten Dollars (\$10))) <u>\$10.00 credit</u> plus any additional repairs or reimbursement if the Cable Operator fails to replace or repair the damage
17	Cable ((e)) Operators shall restore any damaged property to the same condition it was before damage occurred.	((Ten Dollars (\$10))) <u>\$10.00 credit</u> plus any additional repairs or reimbursement if the Cable Operator fails to replace or repair the damaged property
19	Cable ((e)) Operators will give notice to property owners before entering premises, specifying the work to be done. In the event of an emergency, the ((eable-operator)) <u>Cable Operator</u> 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.	((Ten Dollars (\$10))) <u>\$10.00 credit</u> if the <u>Cable Operator fails to provide notice or enters premises without permission</u> , plus any additional repairs or reimbursement
23	All ((eable-operator)) <u>Cable Operator</u> personnel shall clean up ((the area surrounding)) <u>debris</u> caused by the Cable Operator's activities at a work	((Ten Dollars (\$10))) <u>\$10.00 credit</u> plus ((any additional repairs)) <u>cleanup and disposal of debris</u>



1	site and properly dispose of cable materials.	
2	Services For Customers With Disabilities	
3	All ((cable operator)) <u>Cable Operators</u> will deliver and pick up converters at the home of ((customers)) <u>Customers</u> 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 <u>converter</u> to the ((cable operator)) <u>Cable Operator</u> .	((Five Dollars (\$5) credit to customer account.)) <u>\$5.00 credit</u>
4	All ((cable operator)) <u>Cable Operators</u> will provide TDD/TTY service through trained operators who can provide any assistance regularly available from a CSR at no charge.	((Five Dollars (\$5) credit to customer account.)) <u>\$5.00 credit</u>
5	Cable ((e)) <u>Operators</u> will install, at no charge, any closed captioning device purchased by a hearing-impaired ((customer)) <u>Customer</u> .	((Five Dollars (\$5) credit to customer account.)) <u>\$5.00 credit</u>
6	Cable Operators will provide free use of a converter remote control unit to mobility-impaired ((customers)) <u>Customers</u> .	((Five Dollars (\$5))) <u>\$5.00 credit</u> ((to customer account.)) and provision of remote control unit
7	CUSTOMER INFORMATION	
8	Upon installation, or at a ((customer's)) <u>Customer's</u> request, ((cable operator)) <u>Cable Operators</u> will provide the following requested information and credit information:	Provide ((customer)) <u>Customer</u> with the requested information. <u>\$5.00 credit for failure to provide</u>
9	A. Products and services offered;	
10	B. Complete range of service options and prices;	
11	C. Customer service standards;	
12	D. Instruction on use of cable TV, <u>interactive TV</u> , <u>Internet service</u> , <u>remote</u> and on standard VCR hookups;	
13	E. Billing, collection and disconnect policies;	
14	F. Customer privacy requirements;	
15	G. Complaint procedure, containing the City or the designated agency to whom the ((complaints)) <u>Complaints</u> 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)) <u>Customers</u> with visual, hearing or mobility disabilities;	
K. Days, times of operation, and locations of the service centers.	
Cable ((e))Operators shall provide ((customers)) <u>Customers</u> and the City with written notification of any change in rates, programming, or channels at least thirty (30) days before the date of the change.	((Five Dollars (\$5))) <u>\$5.00 credit</u> ((to customer account)) for each affected ((customer)) <u>Customer</u>
((Every employee of cable operators in contact with customers will have visible an identification card with their name and photograph.)) <u>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.</u>	((Five Dollars (\$5) credit to customer account.)) <u>\$5.00 credit</u>
All CSRs shall identify themselves orally to callers immediately following the greeting during each telephone contact with the public.	((Five Dollars (\$5) credit to customer account.)) <u>\$5.00 credit</u>
Each CSR, technician, or employee of the ((cable operator)) <u>Cable Operator</u> in each contact with a ((customer)) <u>Customer</u> 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)) <u>Customer</u> with an oral statement of the total charges before terminating the telephone call or before leaving the location at which the work was performed.	((Five Dollars (\$5) credit to customer account.)) <u>\$5.00 credit</u>
CUSTOMER PRIVACY	
((Cable operators will not monitor the cable television signals to determine viewing patterns of a customer without prior written customer consent.	((The customer has the choice of either a check for at least One Hundred Dollars (\$100), or a credit to customer account in the same amount.

<p>Cable operators will not sell or make available customer list or other personally identifiable customer information other than as expressly provided in a franchise agreement.))</p> <p>For any violation of privacy per SMC 21.60.820F of the Cable Customer Bill of Rights</p>	<p>Five Dollars (\$5) credit to each affected customer.))</p> <p>The Customer has the choice of either a check for \$100.00, or a credit to Customer account in the same amount.</p>
SAFETY	
<p>When 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.</p>	<p>At least Twenty-five Dollars (\$25) a day for each twenty-four (24) hour delay in responding to ((customer)) Customer safety concerns</p>
SATISFACTION GUARANTEED	
<p>Cable ((c))Operators will guarantee ((customer)) Customer satisfaction for every ((customer)) Customer who requests ((basic or expanded basic cable service)) new or upgraded Cable Service or Other Service.</p>	<p>The ((customer)) Customer will have the opportunity to cancel ((basic or expanded service)) upgraded Cable Service or Other Service within thirty (30) 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)).</p>

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 22nd day of April, 2002, and signed by me in open session in authentication of its passage this 22nd day of April, 2002.

Pete Stemburg
President _____ of the City Council

Approved by me this 29 day of April, 2002.

[Signature]
Mayor

Filed by me this 30th day of April, 2002.

[Signature]
City Clerk

(Seal)





City of Seattle

Gregory J. Nickels, Mayor

Office of the Mayor

March 26, 2002

Honorable Peter Steinbrueck
President
Seattle City Council
Municipal Building, 11th Floor

Dear Council President Steinbrueck:

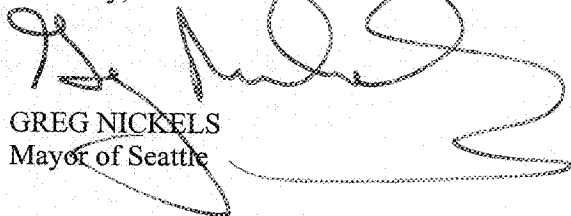
I am transmitting the attached ordinance for Council consideration.

The proposed legislation amends Seattle Municipal Code Chapter 21.60 and enhances the Cable Customer Bill of Rights by addressing changes in technology and incorporating the experience gained since the Bill of Rights was adopted in 1999. This Ordinance proposes to:

- 1) Prohibit cable companies from collecting or disclosing any information regarding the extent of any individual subscriber's viewing habits or purchases made over the cable system without the prior affirmative consent of the subscriber, or a legitimate business purpose related to the service.
- 2) Require cable companies to fully and completely disclose customer rights and the limitations imposed on a cable operator's collection, use, and disclosure of personal information in clear language.
- 3) Require cable companies to provide stamped, self-addressed post cards which customers can mail in to have their names and addresses removed from any lists which the cable companies might use for purposes other than the direct provision of service to those customers.
- 4) Establish without ambiguity that a customer, once "opting out" of the cable company's mailing list, is permanently removed from that list unless that customer subsequently requests inclusion on such list.
- 5) Provide for \$100.00 credit to a customer per violation of any privacy provision by a cable operator.
- 6) Impose monetary sanctions of \$500.00 per occurrence on cable operators for violations of their reporting requirements.

Thank you for your consideration of this legislation. Should you have questions please contact the Tony Perez, Office of Cable Communications, Department of Information Technology at 6-0070.

Sincerely,



GREG NICKELS
Mayor of Seattle



Fiscal Note Template

Each piece of legislation that is financial in nature requires a fiscal note. The fiscal note should be drafted by department staff and should identify operating, capital, revenue, and FTE impacts of the legislation. After preparation by departmental staff, the City Budget Office will review and make necessary revisions before transmittal to Council.

Department: Information Technology	Contact Person/Phone: Tony Perez/6-0070	CBO Analyst/Phone: Lee Belland/3-3778
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Legislation Title:

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."

Summary of the Legislation:

This legislation amends the existing Cable Customer Bill of Rights (Ordinance 119402) by addressing changes in technology and incorporating the experience gained since the Bill of Rights was adopted in 1999. The legislation strengthens privacy protections; clarifies that the Cable Customer Bill of Rights (CCBOR) applies to cable services as well as other services delivered over the cable system, such as interactive television and Internet; imposes monetary sanctions for violations by cable operators; and more clearly defines a complaint, thereby clarifying reporting requirements and making cable operators more accountable.

Background (Include justification for the legislation and funding history, if applicable):

With advances in interactive digital technology, such as interactive television, the potential to create new, convenient and exciting personalized services to cable customers also presents the potential for unwarranted invasions of Customer privacy. This legislation seeks to protect Seattle's citizens' expectation to privacy and to provide choice in permitting Customers to make informed decisions about the degree of private information they are willing to relinquish. In addition, since the Cable Customer Bill of Rights, a strong consumer protection ordinance, was adopted in 1999, the City has learned what provisions of the CCBOR warranted reconsideration. Currently, there is no definition of complaint, which has lead to incomplete reporting by cable operators with resulting diminished ability to monitor compliance. Similarly, lack of monetary sanctions has minimized the City's ability to gain compliance. In addition, the 1999 legislation was silent on whether the CCBOR applied to Internet and other cable services.

Public Private Partnership Review Status:

Is the project referenced in the legislation subject to P4 review? If yes, identify P4 review to date.

N/A



Is the legislation subject to public hearing requirements? If yes, what public hearings have been held to date?

No

Fiscal Sustainability Issues (related to grant awards):

None

Estimated Expenditure Impacts:

FUND (List # and/or Account)	2002	2003	2004
TOTAL			

One-time \$ 0

On-going \$ 0

The proposed legislation is not anticipated to increase City costs as compliance monitoring will be performed by existing staff and through customer notification.

Estimated Revenue Impacts:

FUND (List # and/or Account)	2002	2003	2004
Cable Franchise Fee Subfund	TBD	TBD	TBD
TOTAL	TBD	TBD	TBD

One-time \$ TBD

On-going \$ TBD

The revenue impact of the proposed legislation is unknown at this time. Fines will be levied at \$500 per violation, with the fund deposited into the Cable Franchise Fee Subfund per City policy. Total revenue will depend on compliance with cable regulations and identification of violations by the City. It is believed by Cable Office staff that minimal fines will be levied, as cable companies are expected to comply with the terms of the new regulations.

Estimated FTE Impacts:

FUND (List # and/or Account)	2002	2003	2004
TOTAL			

Full Time

Part Time

TES

The proposed legislation is not anticipated to increase City costs as compliance monitoring will be performed by existing staff and through customer notification.



Do positions sunset in the future? If yes, identify sunset date?

N/A

Other Issues (including long-term implications of the legislation):

The long term impact of the legislation will be to strengthen consumer protection for Seattle citizens.



Margaret Carter - titles

Police, Fire, Courts &
Technology Committee

From: Lee Belland
To: Allen, George
Date: 3/27/2002 11:49 AM
Subject: titles

CB 114137

APR 1 - 2002

COMPTON

George -

Here are the titles for the two pieces of legislation as amended by CBO. I will do what I can to get the legislation through the Executive review process as soon as possible, but the second Ordinance needs some significant work.

Lee

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

AN ORDINANCE relating to Cable Franchise Fee Revenues; increasing the appropriation of the 2002 Budget of the Department of Information Technology; transferring cash; creating positions, some of which are exempt, all by three-fourths vote of the City Council.



Margaret Carter - Fwd: titles

From: George Allen
To: Carter, Margaret
Date: 3/27/2002 12:59 PM
Subject: Fwd: titles

Please include these on referral calender.

Thanks



ORDINANCE _____

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; and

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

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 the 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



1 cured within thirty (30) days, monetary sanctions of up to \$500.00 may be imposed to encourage
2 compliance.

3 These Standards are intended to be of general application; however, the ~~((cable operator))~~
4 Cable Operator shall be relieved of any obligations hereunder if it is unable to perform due to a region-
5 wide natural emergency affecting a significant portion of the franchise area. The ~~((cable operator))~~
6 Cable Operator is free to exceed these Standards to the benefit of its ~~((customer))~~ Customers, and such
7 shall be considered performance for the purpose of enforcing these Standards.

8 These Standards are supplementary to any ~~((customer))~~ Customer service requirements in any
9 existing franchise agreements between a ~~((cable operator))~~ Cable Operator and the City. The provisions
10 contained in ~~((the ordinance codified in))~~ this subchapter and in existing franchise agreements should be
11 interpreted consistently wherever possible. Where the provisions of this subchapter and any existing
12 franchise agreement are inconsistent, the provisions of the franchise agreement will control for purposes
13 of assessing fines, penalties and compliance with the City's franchise; however, ~~((for purposes of))~~ the
14 requirements for maintaining in-City service centers as specified in SMC 21.60.820B, the privacy
15 provisions of SMC 21.60.830F, and for assessing credits, refunds, or other specific remedies under
16 Schedule A ~~((hereto, the provisions of this subchapter control))~~ of this subchapter, shall control over any
17 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. §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. § 522(7).

"City" shall mean 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))~~ Customers' questions, receiving and processing payments, or performing other ~~((customer))~~ Customer service related tasks)



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

4 "~~((Non-standard installation))~~ Non-Standard Installation" means any installation of cable
5 services that requires the installation of facilities from a point more than one hundred twenty-five (125)
6 feet from the ~~((customer's))~~ Customer's property line to: (1) for a prewired dwelling unit, the federal
7 demarcation point; or (2) for an unwired dwelling unit, a point not less than twelve (12) inches from the
8 exterior wall of the dwelling unit; or (3) any underground installation in an area where plant facilities are
9 not underground; or (4) any installation calling for multiple outlets in a dwelling unit; or (5) a
10 commercial installation.

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

14 "Normal ~~((operating conditions))~~ Operating Conditions" means service conditions within the
15 control of the Cable Operator. Those conditions that are not within the control of the ~~((cable~~
16 ~~operator))~~ Cable Operator include, but are not limited to, natural disasters, civil disturbances, power
17 outages, telephone network outages, and severe or unusual weather conditions. Those conditions that are
18 ordinarily within the control of the ~~((cable operator))~~ Cable Operator include, but are not limited to,
19 special promotions, pay-per-view events, rate increases, regular peak or seasonal demand periods, and
20 maintenance or upgrade of the ~~((cable system))~~ Cable System.

21 "Standard ~~((i))~~ Installation" means (1) for an unwired dwelling unit, an installation of cable
22 service to the ~~((customer's))~~ Customer's dwelling unit located up to one hundred twenty-five (125) feet
23 from the existing distribution system, plus additional inside wire and at least one (1) outlet sufficient to
24



1 receive cable services; and (2) for a prewired dwelling, the installation of cable service to the federal
2 demarcation point located on the ~~((subscriber's))~~ Customer's property up to one hundred twenty-five
3 (125) feet from the ~~((customer's))~~ Customer's property line, sufficient to receive cable services and
4 where the prewired equipment will allow the Cable System to meet all Federal Communications
5 Commission (FCC) technical requirements.

6 **21.60.820 Customer service.**

7 A. Courtesy

8 All employees of the ~~((cable-operator))~~ Cable Operator shall be courteous, knowledgeable and
9 helpful and shall provide effective, timely and satisfactory service in all contacts with ~~((customers))~~

10 Customers.

11 B. Accessibility

12 The ~~((cable-operator))~~ Cable Operator shall provide at least one (1) service center for each
13 seventy-five thousand (75,000) ~~((customers))~~ Customers served, located at a safe, visible site within ~~((its~~
14 ~~service-area))~~ the City of Seattle, that is handicapped accessible, and located along mass transit routes.

15 Except as otherwise approved by the City, all service centers shall be open Monday through Friday from
16 ~~((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.,

17 excluding legal holidays, and shall be fully staffed on-site with CSRs offering the following services to
18 ~~((customers))~~ Customers who come to the service center: bill payment (including the ability to provide

19 change and Customer receipts), equipment exchange, processing of change of service requests, and

20 response to ~~((customer))~~ Customer inquiries and requests. The City may approve alternatives for service
21 centers that provide substantially equivalent services. ~~((offering lesser services, or that are within ten~~

22 ~~(10) miles of its service area, at any site to which the public has general access.))~~ The ~~((cable-operator))~~

23 Cable Operator shall post a sign at each service center advising ~~((customers))~~ Customers of its hours of
24



1 operation and of the addresses and telephone numbers ~~((at which))~~ to contact the City and the ~~((cable~~
2 ~~operator))~~ Cable Operator if the service center is not open at ~~((the times posted))~~ other than Normal
3 Business Hours. The ~~((cable operator))~~ Cable Operator shall provide free exchanges of faulty converters
4 at the ~~((customer's))~~ Customer's address.

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

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

11 The ~~((cable operator))~~ Cable Operator shall retain sufficient Customer Service Representatives
12 and telephone line capacity to ensure that telephone calls to service/repair and billing inquiry lines are
13 answered by a CSR within thirty (30) seconds or less, and that any transfers are made within thirty (30)
14 seconds. The Customer shall be able to speak with a Customer Service Representative within five (5)
15 minutes. These standards shall be met no less than ninety (90) percent of the time, measured monthly
16 under ~~((normal operating conditions))~~ Normal Operating Conditions. Compliance with this standard
17 shall be reported on a quarterly basis.

18 The total number of calls receiving busy signals shall not exceed three (3) percent of the total
19 telephone calls. This standard shall be met ninety (90) percent or more of the time, measured monthly
20 under ~~((normal operating conditions))~~ Normal Operating Conditions.

21 The Cable Operator shall also retain sufficient Customer Service Representatives and
22 telephone line capacity to ensure that a Customer shall make contact with a human being within five (5)
23
24



1 minutes. In addition, the Cable Operator telephone line shall provide Customers placed on hold with an
2 automated message informing them of the approximate hold time.

3 C. Responsiveness

4 1. Guaranteed Seven-day Standard Installation and Service. The ~~((cable operator))~~ Cable
5 Operator shall complete all ~~((standard installations))~~ Standard Installations and Service Repairs
6 requested by ~~((customers))~~ Customers within seven (7) business days after an order has been placed
7 unless otherwise requested by the ~~((customer))~~ Customer. If the ~~((customer))~~ Customer requests a
8 ~~((non-standard installation))~~ Non-Standard Installation, or the ~~((cable operator))~~ Cable Operator
9 determines that a ~~((non-standard installation))~~ Non-Standard Installation is required, the ~~((cable~~
10 ~~operator))~~ Cable Operator shall provide the ~~((customer))~~ Customer in advance with a total installation
11 cost estimate and an estimated date of completion.

12 All underground cable drops from the curb to the home shall be buried at a depth of no less
13 than twelve (12) inches, and within no more than ~~((one (1)))~~ two (2) calendar weeks from the initial
14 installation, or at a time mutually agreed upon between the ~~((cable operator))~~ Cable Operator and the
15 ~~((customer))~~ Customer.

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



1 Cable Operator may not cancel an appointment with a ~~((customer))~~ Customer after ~~((five (5:00)))~~ 5:00
2 p.m. on the day before the scheduled appointment.

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

9 The ~~((cable operator))~~ Cable Operator shall be deemed to have responded to a request for
10 service under the provisions of this section when a technician arrives within the agreed upon time; ~~((~~
11 ~~and, if))~~ If the ~~((customer))~~ Customer is absent when the technician arrives, the technician ~~((leaves a~~
12 ~~written notification of arrival and return time, and a copy of that notification is kept by the cable~~
13 ~~operator))~~ shall verify the appointment with his/her dispatcher by telephone while at the Customer's
14 door and leave written notification of arrival time and return time. A copy of that notification shall be
15 kept by the Cable Operator. In such circumstances, the ~~((cable operator))~~ Cable Operator shall contact
16 the ~~((customer))~~ Customer within forty-eight (48) hours. In the event that a technician arrives without a
17 prior appointment and the Customer is absent, it shall not be deemed that the Cable Operator has
18 responded to a request for service.

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



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

9 The ~~((cable operator))~~ Cable Operator shall correct all other service interruptions resulting
10 from ~~((cable operator))~~ Cable Operator equipment failure within twenty-four (24) hours.

11 All ~~((service))~~ outages and service interruptions for any cause beyond the control of the
12 ~~((cable operator))~~ Cable Operator shall be corrected within twenty-four (24) hours after the conditions
13 beyond its control have been corrected.

14 4. TV Reception and Cable Modem Internet Connection. ~~((The cable operator shall provide~~
15 ~~clear television reception that meets or exceeds technical standards established by the United States~~
16 ~~Federal Communications Commission (FCC).))~~ The signal quality provided by the Cable Operator shall
17 meet or exceed technical standards established by the United States Federal Communications
18 Commission (FCC). Cable modem Internet connections shall meet speeds advertised by the Cable
19 Operator and shall be always on. The ~~((cable operator))~~ Cable Operator shall render efficient service,
20 make repairs promptly, and interrupt service only for good cause and for the shortest time possible.
21 Scheduled interruptions that the ~~((cable operator))~~ Cable Operator anticipates will last more than four (4)
22 hours shall be preceded by at least twenty-four (24) hour's notice, and shall occur during periods of
23 minimum use of the system, preferably between midnight and ~~((six (6:00)))~~ 6:00 a.m. Notification of a
24



1 planned outage may be by an insert into the monthly bill or by telephone, supplemented with on-screen
2 messages announcing the planned outage. Cable modem Internet Customers may receive notification by
3 e-mail.

4 If a ~~((customer))~~ Customer experiences poor ~~((video or audio reception))~~ signal quality or
5 interruptions of interactive television or cable modem service attributable to the ~~((cable operator's))~~
6 Cable Operator's equipment, the ~~((cable operator))~~ Cable Operator shall respond and repair the problem
7 no later than the day following the ~~((customer))~~ Customer call provided that the Customer is available.
8 If an appointment is necessary, the ~~((customer))~~ Customer may choose a four (4) hour block of time
9 during ~~((normal operating hours))~~ Normal Business Hours. At the ~~((customer's))~~ Customer's request,
10 the ~~((cable operator))~~ Cable Operator shall repair the problem at a later time convenient to the
11 ~~((customer))~~ Customer. The Cable Operator shall provide Customers the option of service or installation
12 appointments weekday evenings until 7:00 p.m. and a minimum of four (4) hours on Saturdays.

13 5. Problem Resolution. ~~((The))~~ A ~~((cable operator's))~~ Cable Operator's CSRs shall have the
14 authority to provide credit for interrupted service or any of the other credits listed in Schedule A, to
15 waive fees, to schedule service appointments and to change billing cycles, where appropriate. Any
16 difficulties that cannot be resolved by the CSR shall be referred to the appropriate supervisor who shall
17 contact the ~~((customer))~~ Customer within four (4) hours and resolve the problem within forty-eight (48)
18 hours or within such other time frame as is acceptable to the ~~((customer))~~ Customer and the ~~((cable~~
19 ~~operator))~~ Cable Operator.

20 6. Billing, Credits, Refunds, and Deposits. ~~((Cable operator))~~ Customers will receive a clear
21 and concise bill every month. To be considered clear and concise, due dates shall be required, and a bill
22 shall be issued, even if the Customer has a zero balance. The ~~((cable operator))~~ Cable Operator



1 shall respond to a ~~((customer's))~~ Customer's billing inquiry, general question, or comment made by
2 telephone or e-mail within forty-eight (48) hours ~~((and to a written billing inquiry within two (2) weeks~~
3 ~~after receiving it.))~~ The Cable Operator shall respond in writing to a written billing inquiry, general
4 question or comment within two weeks of the postmarked date of the letter. The Cable Operator shall
5 provide the option of a mailed bill and payment to Customers upon request.

6
7 The ~~((cable operator))~~ Cable Operator shall allow at least thirty (30) days from the beginning
8 date of the applicable billing cycle for payment of a ~~((customer's))~~ Customer's service bill for that
9 period. If a ~~((customer's))~~ Customer's service bill is not paid within that period of time the ~~((cable~~
10 ~~operator))~~ Cable Operator may apply an administrative fee to the ~~((customer's))~~ Customer's account. If
11 the ~~((customer's))~~ Customer's service bill is not paid within forty-five (45) days of the beginning date of
12 the applicable service period, the ~~((cable operator))~~ Cable Operator may perform a "soft" disconnect of
13 the ~~((customer's))~~ Customer's service. If a ~~((customer's))~~ Customer's service bill is not paid within fifty-
14 two (52) days of the beginning date of the applicable service period, the ~~((cable operator))~~ Cable
15 Operator may disconnect the ~~((customer's))~~ Customer's service, provided, it has provided ten (10) days
16 notice to the ~~((customer))~~ Customer that such disconnection may result.

17 If a ~~((customer))~~ Customer requests disconnection of any or all services, billing for affected
18 services shall end on the same day, or on the future date for which the disconnect is ordered. The
19 ~~((customer))~~ Customer shall not be responsible for ~~((cable services))~~ Cable Services delivered after the
20 request. The ~~((cable operator))~~ Cable Operator must refund any credit balance owed the ~~((customer))~~
21 Customer, less any owed or disputed amounts, within fifteen (15) business days after the close of the
22 ~~((customer's))~~ Customer's billing cycle following the return of the equipment and request for
23 disconnection. The ~~((cable operator))~~ Cable Operator shall issue a credit or refund to a ~~((customer))~~
24



1 Customer within fifteen (15) business days after the close of the billing cycle following the return of the
2 equipment and request for disconnection.

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

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

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

16 Except in the case of an emergency involving public safety or service interruption to a large
17 number of ~~((subscribers))~~ Customers, the ~~((cable operator))~~ Cable Operator shall give reasonable notice
18 to property owners or legal tenants prior to entering upon private premises, and the notice shall specify
19 the work to be performed; provided that, in the case of construction operations such notice shall be
20 delivered or provided at least twenty-four (24) hours prior to entry. Nothing herein shall be construed as
21 authorizing access or entry to private property, or any other property, where such right to access or entry
22 is not otherwise provided by law. If damage is caused by ~~((cable operator))~~ Cable Operator activity, the
23 ~~((cable operator))~~ Cable Operator shall reimburse the property owner one hundred ~~((100))~~ percent
24



1 (100%) of the cost of the damage or replace the damaged property. For the installation of pedestals or
2 other major construction or installation projects, property owners shall also be notified by mail or door
3 hanger notice at least one (1) week in advance. In the case of an emergency, the ~~((cable operator))~~
4 Cable Operator shall attempt to contact the property owner or legal tenant in person, and shall leave a
5 door hanger notice in the event personal contact is not made.

6 The ~~((cable operator))~~ Cable Operator shall clean all areas surrounding any work site and
7 ensure that all cable materials have been disposed of properly.

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

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

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

20 Any ~~((customer))~~ Customer with a disability may request the special services described above
21 by providing the ~~((cable operator))~~ Cable Operator with a letter from the ~~((customer's))~~ Customer's
22 physician stating the need, or by making the request to the ~~((cable operator's))~~ Cable Operator's installer
23 or service technician, where the need for the special services can be visually confirmed.



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

5 Products and services offered by the ~~((cable operator))~~ Cable Operator, including its channel
6 lineup. Thirty (30) days prior to the Cable Operator changing its channel lineup, the Cable Operator
7 shall provide subscribers with the revised channel lineup;

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

13 These ~~((s))~~ Standards, with Schedule A, and any other applicable ~~((customer))~~ Customer
14 service standards. A written copy of these Standards or a summary approved by the City shall be
15 provided to Customers at installation and annually; an on-line version shall be considered acceptable
16 annual dissemination of the standards to cable modem Internet Customers;

17 Installation and service maintenance policies, including the ~~((customer's))~~ Customer's
18 responsibilities for equipment;

19 Instruction on the use of cable TV service~~((s))~~, remote control and on standard VCR hookups;

20 Instruction on the use of interactive television if provided by the cable operator;

21 Instruction on the use of cable modem service;

22 ~~((Channel positions of programming;))~~



1 Billing and ~~((e))~~Complaint procedures, including the address and telephone number of the
2 ~~((cable operator's))~~ Cable Operator's offices, the ~~((cable operator's))~~ Cable Operator's policies on
3 deposits and credit balances, returned check charges, refunds for disruption of service or poor reception,
4 and telephone numbers and descriptions of services of the FCC and the City's Office of Cable
5 Communications;

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

8 Use and availability of parental control/lock out device;

9 Special services for ~~((customers))~~ Customers with disabilities including any other discounts
10 required by the franchise;

11 Days, ~~((times-))~~hours of operation, and locations of the service centers.

12 A sample of all notices provided to the ~~((customer))~~ Customer shall be filed (by fax
13 acceptable) concurrently with the City.

14 The ~~((cable operator))~~ Cable Operator shall provide ~~((customers))~~ Customers with written
15 notification of any changes in programming, services or channel positions as soon as possible in writing
16 and, when it becomes technologically feasible, through announcements on the ~~((cable system))~~ Cable
17 System. Customers shall be given a description of the changes, their options ~~((including costs))~~ for
18 changing services they receive, phone number for questions and effective date. Customers shall not be
19 charged a fee for changing services as a result of above notice. Notice must be given to ~~((customers))~~
20 Customers a minimum of thirty (30) days in advance of such changes if the change is within the control
21 of the ~~((cable operator))~~ Cable Operator. In addition, the ~~((cable operator))~~ Cable Operator shall notify
22 ~~((customers))~~ Customers thirty (30) days in advance of any significant changes in the other information
23
24



1 required by the preceding subsection. Channel lineup changes that result from a ~~((cable operator's))~~
2 Cable Operator's rebuild of its Cable System are exempt from the thirty (30) day notice requirement.

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

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

17 All promotional materials advertising cable services shall accurately disclose price terms. For
18 non-automated orders, the CSRs shall make clear the price of pay-per-view and pay-per-event
19 programming before an order is taken. The ~~((cable operator))~~ Cable Operator shall distribute
20 promotional material in multi-unit buildings only with the approval of the building owner. The ~~((cable~~
21 ~~operator))~~ Cable Operator shall not condition the provision of ~~((cable services))~~ Cable Services on the
22 receipt of such approval.

23
24

1 The ~~((cable operator))~~ Cable Operator shall not charge ~~((customers))~~ Customers for any
2 services they have not affirmatively requested, provided that, this subsection shall not prevent a ~~((cable~~
3 ~~operator))~~ Cable Operator from adding programming to an existing tier.

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

11 1. Definitions

12 "Affiliate," for purposes of this Subsection F, shall mean any person or entity that is owned or
13 controlled by, or under common ownership or control with, a Cable Operator, and provides any Cable
14 Service or Other Service.

15 "Cookie," for purposes of this Subsection F, shall mean a data file or other data collection,
16 monitoring or recording device, equipment, facility or software that is used to collect, monitor, record or
17 observe Personally Identifiable Information on the computer or other equipment of a Customer
18 (regardless of whether such equipment is owned or leased by the Customer or provided by a Cable
19 Operator), or on any of the facilities of a Cable Operator that are used in the provision of Cable Service.

20 "Necessary," for purposes of this Subsection F, shall mean required or indispensable.

21 "Non-cable-related purpose," for purposes of this Subsection F, means any purpose that is not
22 Necessary to render, or conduct a legitimate business activity related to, a Cable Service or Other
23 Service provided by the Cable Operator to a Customer.



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

7 2. Collection and Use of Personally Identifiable Information

8 (a) A Cable Operator shall not use the Cable System to collect, record, monitor or observe
9 Personally Identifiable Information without the prior affirmative written or electronic consent of the
10 Customer unless, and only to the extent that, such information is: (a) used to detect unauthorized
11 reception of cable communications, or (b) Necessary to render a Cable Service or Other Service
12 provided by the Cable Operator to the Customer.

13 (b) A Cable Operator shall prevent any Affiliate from using Cookies to the extent such
14 Cookies will permit an Affiliate unauthorized access to Personally Identifiable Information. This
15 Subsection F.2(b) shall not be interpreted to prohibit an Affiliate from obtaining access to Personally
16 Identifiable Information to the extent otherwise permitted by this Subsection F.

17 (c) A Cable Operator shall take such actions as are reasonably necessary to prevent a person or
18 entity (other than Affiliates) from using Cookies to the extent that such Cookies will permit such person
19 or entity unauthorized access to Personally Identifiable Information.

20 3. Disclosure of Personally Identifiable Information

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



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

- 6 1. A Customer's extent of viewing of a Cable Service or Other Service provided by the
7 Cable Operator;
- 8 2. The extent of any other use by a Customer of a Cable Service or Other Service provided
9 by the Cable Operator, including, but not limited to a disclosure of the particular viewing
10 selections by a person subscribing to a Cable Service or Other Service, or the particular
11 web sites visited by a Customer to cable modem service (i.e., a Cable Operator may only
12 disclose the fact that a person subscribes to cable modem service); or
- 13 3. The nature of any transactions made by a Customer over the Cable System of the Cable
14 Operator.

15

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

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

22 4. Access to Information
23
24



1 Any Personally Identifiable Information gathered and maintained by a Cable Operator shall be
2 made available for Customer examination within thirty (30) days of receiving a request by a Customer to
3 examine such information at the local offices of the Cable Operator or other convenient place within the
4 City designated by the Cable Operator. Upon a reasonable showing by the Customer that the
5 information is inaccurate, a Cable Operator shall correct such information.

6 5. Privacy Notice to Customers

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

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

- 17 (i) disclosure pursuant to a subpoena or valid court order authorizing such disclosure, or to a
18 governmental entity, but only to the extent required by applicable federal law.
19 (ii) disclosure of the name and address of a Customer to any general programming tiers of service
20 and other categories of cable and Other Services provided by the Cable Operator that do not
21 directly or indirectly disclose:

22 (A) A Customer's extent of viewing of a Cable Service or Other Service provided by
23 _____ the Cable Operator;



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

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

8 The notice shall also inform the Customers of their right to prohibit the disclosure of their names
9 and addresses in accordance with Subsection (b) for Non-cable related purposes. This opportunity will
10 be presented in the form of a postage paid, self-addressed post card, provided by the Cable Operator
11 with the privacy notice or other manner acceptable to the Office of Cable Communications. If a
12 Customer exercises its right to prohibit the disclosure of personally identifiable information, such
13 prohibition against disclosure shall remain in effect permanently, unless the Customer subsequently
14 notifies the cable Operator in writing that it wishes to permit the Cable Operator to disclose personally
15 identifiable information.

16 6. Privacy Reporting Requirement

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

19 (a)

- 20 1. the type of Personally Identifiable Information that was actually collected or disclosed during
21 the reporting period;
22 2. for each type of Personally Identifiable Information collected or disclosed, a statement
23 sufficient to demonstrate that the Personally Identifiable Information collected or disclosed
24



1 was: (A) collected or disclosed only to the extent Necessary to render, or conduct a legitimate
2 business activity related to, a Cable Service or Other Service provided by the Cable Operator;
3 (B) used only to the extent Necessary to detect unauthorized reception of cable
4 communications; (C) disclosed pursuant to a subpoena or valid court order or to a
5 governmental entity to the extent required by federal law ; (D) names and addresses disclosed
6 in compliance with Section 3 (a) of this Ordinance; or (E) a disclosure of personally
7 identifiable information of particular subscribers, but only to the extent affirmatively consented
8 to by such subscribers in writing or electronically.

9
10 3. the names of all entities to whom such Personally Identifiable Information was disclosed,
11 except that a Cable Operator need not provide the name of any court or governmental entity to
12 which such disclosure was made if such disclosure would be inconsistent with applicable
13 federal law;

14 (b) _____

15 Describe measures that have been taken, or could be taken, to prevent the unauthorized access to
16 Personally Identifiable Information by a person other than the Customer or the Cable Operator,
17 including, among other things, a description of the technology that is or could be applied by the
18 Cable Operator to prohibit unauthorized access to Personally Identifiable Information, including
19 unauthorized access to such Personally Identifiable Information by the use of Cookies.

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



1 8. Any aggrieved person may commence a civil action for damages for invasion of privacy
2 against any Cable Operator.

3 9. Destruction of Personally Identifiable Information

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

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

15 H. Satisfaction Guaranteed. The ~~((cable-operator))~~ Cable Operator shall guarantee
16 ~~((customer))~~ Customer satisfaction for every ~~((customer))~~ Customer who requests new installation of
17 Cable Service, video, interactive television or Cable modem Internet or adds any additional
18 programming service to the ~~((customer's))~~ Customer's cable subscription. Any such ~~((customer))~~
19 Customer who adds ~~((basic-or))~~ expanded basic or other higher tier of video service, interactive
20 television, or cable modem service to his or her account, and then requests ~~((disconnection))~~
21 discontinuation of such upgraded service within thirty (30) days, ~~((shall receive a credit to his/her~~
22 ~~account in the amount of one (1) month's subscription charge for the service that has been~~
23 ~~disconnected))~~ shall not be charged for such upgraded service.



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 ~~((-ia))~~ 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.))~~ 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 fifteen (15) days of receipt.



1 The ~~((eable-operator))~~ Cable Operator shall also notify the ~~((eustomer))~~ Customer of the
2 ~~((eustomer's))~~ Customer's right to file a ~~((eomplaint))~~ Complaint with the City in the event the
3 ~~((eustomer))~~ Customer is dissatisfied with the ~~((eable-operator's))~~ Cable Operator's decision, and shall
4 ~~((thoroughly))~~ explain the necessary procedures for filing such ~~((eomplaint))~~ Complaint with the City.

5 The ~~((eable-operator's-complaint))~~ Cable Operator's Complaint procedures shall be filed with
6 and approved by the City prior to implementation.

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

15 The security fund shall serve as security for the payment of any penalties, fees, charges or
16 credits as provided for herein and for the performance by the ~~((eable-operator))~~ Cable Operator of all its
17 obligations under these ~~((eustomer-service-standards))~~ Customer Service Standards.

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

22 C. Complaints to the City. Any ~~((eustomer))~~ Customer who is dissatisfied with any proposed
23 ~~((decision))~~ disposition of ~~((the))~~ a Complaint by a ~~((eable-operator))~~ Cable Operator or who has not
24



1 received a decision within the required fifteen (15) day period ~~((as required))~~ shall be entitled to have
2 the ~~((complaint))~~ Complaint reviewed by the City.

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

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

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

13 The ~~((cable operator))~~ Cable Operator and the ~~((customer))~~ Customer shall produce any
14 additional evidence, including any reports from the ~~((cable operator))~~ Cable Operator, which the City
15 may deem necessary to an understanding and determination of the ~~((complaint))~~ Complaint.

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

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

20 If the City determines that the ~~((customer's complaint))~~ Customer's Complaint is valid and that
21 the ~~((cable operator))~~ Cable Operator did not provide the complaining ~~((customer))~~ Customer with the
22 proper solution and/or credit, the City may reverse any decision of the ~~((cable operator))~~ Cable Operator
23 in the matter and/or require the ~~((cable operator))~~ Cable Operator to grant a specific solution as
24



1 determined by the City in its sole discretion, and/or any credit provided for in these standards; or the
2 City may provide the ~~((customer))~~ Customer with the amount of the credit (as set forth in Schedule A)
3 by means of a withdrawal from the security fund.

4 D. Verification of Compliance. The ~~((cable operator))~~ Cable Operator shall maintain, in a
5 manner consistent with the privacy rights of ~~((customers))~~ Customers, an accurate and comprehensive
6 file of (1) any and all ~~((complaints))~~ Complaints regarding the Cable System or the ~~((cable operator's))~~
7 Cable Operator's operation of the Cable System, by number and type and their disposition; (2) service
8 requests, identifying the number and nature of the requests and their disposition; (3) service
9 interruptions and their disposition; (4) required ~~((cable operator))~~ Cable Operator contacts with
10 ~~((customers))~~ Customers after installation, and (5) Customer privacy information as per SMC 21.60.820
11 (F) (6).

12 Reports detailing compliance with the standards herein shall be provided by the Cable
13 Company on a quarterly basis, within 30 days of the end of the quarter. If the Cable Operator fails to
14 provide such reports on a timely basis, or if they are incomplete, monetary sanctions of up to \$500.00
15 for the first quarter, up to \$1000.00 for the second consecutive quarter of noncompliance, up to
16 \$1500.00 for the third consecutive quarter of noncompliance, and up to \$2,000.00 for all subsequent
17 consecutive non-compliant quarters may be imposed to encourage compliance. The ~~((cable operator))~~
18 Cable Operator shall permit the City to review and audit the information at any time during ~~((normal~~
19 business hours)) Normal Business Hours upon reasonable notice.

20 E Overall Quality of Service. The City may evaluate the overall quality of ~~((customer))~~
21 Customer service provided by the ~~((cable operator))~~ Cable Operator to ~~((customers))~~ Customers, in
22 conjunction with any performance review provided for in the franchise agreement; or at any other time,
23
24



1 at its sole discretion, based on the number of ~~((customer complaints))~~ Customer Complaints received
2 directly by the City or reported by the ~~((cable operator))~~ Cable Operator in its quarterly reports.

3 F. ~~((Noncompliance With Customer Service Standards))~~ Procedure for Remedying
4 Violations. ~~((Noncompliance with any provision of these standards is a violation of these standards.))~~ If
5 the City has reason to believe that the Cable Operator has failed to comply with any of these Standards,
6 or has failed to perform in a timely manner, the City may require in writing that the Cable Operator
7 remedy the alleged noncompliance. If the alleged noncompliance is denied or not remedied to the
8 satisfaction of the City, the City may impose monetary sanctions or follow other procedures set forth in
9 individual franchise agreements.

10 ~~((G. Procedure for Remedying Violations. If the City has reason to believe that the cable~~
11 ~~operator has failed to perform in a timely manner, the city may demand in writing that the cable operator~~
12 ~~remedy the alleged noncompliance. If the alleged noncompliance is denied or not remedied to the~~
13 ~~satisfaction of the City, the City may opt to follow the procedures set forth in individual franchise~~
14 ~~agreements.))~~

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

19 At least annually, the ~~((cable operator))~~ Cable Operator shall notify its ~~((customers))~~
20 Customers through a bill insert of the existence, location and function of the City's Office of Cable
21 Communications, and shall provide a summary of Cable Customer Bill of Rights ~~((the ordinance))~~
22 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 Customer Service	Minimum Compensation For Noncompliance
COURTESY	
All ((cable operator)) Cable Operator employees shall be friendly, knowledgeable and helpful ((in their)) and provide timely services.	((Five Dollars (\$5) credit to customer account)) <u>\$5.00 credit.</u>
RESPONSIVENESS	
Guaranteed 7-Day Residential Installation and Service	
((Cable operator)) Cable Operators shall complete ((standard installations)) Standard Installations and service requested by a ((customer)) Customer within seven (7) business days after order has been placed.	Free installation, or one ((1)) month's basic service, if the fee has been waived for promotional reasons; <u>for a service violation, \$10 credit.</u>
((Cable operator)) Cable Operator shall provide ((customers)) Customers seeking ((non-standard installations)) Non-Standard Installations with a total installation cost estimate and an estimated date of completion.	Free installation, or one (1) month's basic service, if the fee has been waived for promotional reasons.
All underground cable drops shall be buried no less than twelve (12) inches deep and work shall be completed in no more than ((three (3))) two (2) ((working days)) calendar weeks from the installation.	((Five Dollars (\$5) credit to customer account)) <u>\$5.00 credit.</u>
Residential Installation and Service Appointments	
All ((cable operator)) Cable Operator ((customers)) Customers wanting installation of cable or service may choose any four (4) hour time block during ((normal business hours)) Normal Business Hours.	((Ten Dollars (\$10) credit to customer account)) <u>\$10.00 credit.</u>
The ((cable operator)) Cable Operator may not cancel an appointment with a ((customer)) Customer after 5:00 p.m. on the day before the scheduled appointment.	((Ten Dollars (\$10) credit to customer account)) <u>\$10.00 credit, in addition to any guarantees offered by the ((cable operator)) Cable Operator.</u>



<p>If a ((cable-operator)) <u>Cable Operator</u> cannot make an appointment for any reason, the ((cable operator)) <u>Cable Operator</u> shall contact the ((customer)) <u>Customer</u> before the end of the scheduled appointment and reschedule at the convenience of the ((customer)) <u>Customer</u>.</p>	<p>((Ten Dollars (\$10) credit to customer account,)) <u>\$10.00 credit</u>, in addition to any guarantees offered by the ((cable operator)) <u>Cable Operator</u>.</p>
<p>If a ((cable-operator)) <u>Cable Operator</u> technician arrives within the agreed upon time, and the ((customer)) <u>Customer</u> is absent, the technician shall leave written notification of arrival and return time, and the ((cable-operator)) <u>Cable Operator</u> shall contact the ((customer)) <u>Customer</u> within forty-eight (48) hours to reschedule.</p>	<p>((Five Dollars (\$5) credit to customer account,)) <u>\$5.00 credit</u> if the customer is not contacted within forty-eight (48) hours.</p>
<p><u>((Residential Service Interruptions)) Outages</u></p>	
<p>System outages resulting from ((cable-operator)) <u>Cable Operator</u> equipment failure affecting five (5) or more ((customers)) <u>Customers</u> shall be corrected within two (2) hours after the third ((customer)) <u>Customer</u> call is received.</p>	<p>One (1) day's free service for each ((twenty-four (24) hour delay for affected customers)) <u>day in which there is an outage for each Customer who reports an outage.</u></p>
<p>All other interruptions resulting from ((cable operator)) <u>Cable Operator</u> equipment failure shall be corrected within twenty-four (24) hours.</p>	<p>One (1) day's free service for each ((twenty-four hour delay for affected customers)) <u>day in which there is an outage for each Customer who reports an outage.</u></p>
<p>All service outages or interruptions beyond the control of ((cable-operators)) <u>Cable Operators</u> shall be corrected within twenty-four (24) hours after the ((cable-operator)) <u>Cable Operator</u> regains control.</p>	<p>One (1) day's free service for each ((twenty-four hour delay for affected customers)) <u>day in which there is an outage for each Customer who reports an outage.</u></p>
<p><u>TV Reception Difficulties and Cable Modem Internet Connection</u></p>	
<p>All ((cable-operator)) <u>Cable Operators</u> shall make repairs promptly, and interrupt service only for good cause, during periods of minimum use of the system, and for no more than twenty-four (24) hours, except where unavoidable.</p>	<p>One (1) day's free service for each ((twenty-four hour delay for affected customers)) <u>day in which there is an outage for each Customer who reports an outage.</u></p>
<p>All ((cable-operator)) <u>Cable Operators</u> shall provide clear television reception that meets or exceeds FCC technical standards.</p>	<p>One (1) day's free service for each twenty-four (24) hour period that reception falls below FCC standards for affected ((customers)) <u>Customers.</u></p>



All Cable Operators shall meet minimum speeds advertised for Internet services.	One (1) day's free service for each twenty-four (24) hour period that speeds fail to meet minimum advertised speeds for affected Customers.
If a ((customer)) Customer experiences poor video or audio reception due to ((cable operator)) Cable Operator equipment, the ((cable operator)) Cable Operator shall repair the problem no later than the next day, unless otherwise agreed to with the ((customer)) Customer.	One (1) day's free service for each ((twenty-four hour delay for affected customers)) day after the Customer has called to complain and the problem remains uncorrected.
Problem Resolution	
All ((cable operator)) Cable Operators ((customer service representatives)) Customer Service Representatives shall be able to provide credit, waive fees, schedule appointments and change billing cycles.	((Five Dollars (\$5) credit to customer account.)) \$5.00 credit.
Any difficulties that cannot be resolved by the Customer service representatives shall be referred to a supervisor who shall contact the Customer within twenty-four (24) hours.	((Five Dollars (\$5) credit to customer account.)) \$5.00 credit.
In the case of difficulties that cannot be resolved, the supervisor shall 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.	((Five Dollars (\$5) credit to customer account.)) \$5.00 credit.
Billing, Credits and Refunds	
Customers shall receive a clear and concise bill monthly.	((Five Dollars (\$5) credit to customer account.)) \$5.00 credit.
The ((cable 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)) fifteen (15) days of receipt of the inquiry.	((Five Dollars (\$5) credit to customer account.)) \$5.00 credit.



1 2 3 4 5	All ((cable operator)) Cable Operators shall allow thirty (30) days from the beginning date of the applicable 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.	((Five Dollars (\$5) credit to customer account.)) <u>\$5.00 credit.</u>
6 7 8 9	If a ((customer's)) Customer's 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, but only upon showing that it has provided ten (10) day's notice to the ((customer)) Customer that such disconnect may result.	((Five Dollars (\$5) credit to customer account.)) <u>\$5.00 credit.</u>
10 11 12 13	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. All ((cable operator)) Cable Operators 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.	((Five dollar (\$5) credit)) <u>\$5.00 credit</u> ((to customer account)) or refund if the ((customer's)) Customer's account has closed.
14 15 16 17	Deposits shall accrue interest at a fair market rate. Within ((fifteen business (15))) ten (10) days after 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 operator)) Cable Operator.	((Five Dollars (\$5))) <u>\$5.00 credit</u> ((to customer account)) or refund if the ((customer's)) Customer's account has closed.
Respectful Treatment of ((Customer's)) Property		
18 19	Cable O((e)) perators shall replace <u>any trees or shrubs damaged during any installation or repair</u> ((on the customer's property)) .	((Ten Dollars (\$10))) <u>\$10.00 credit</u> plus any additional repairs or reimbursement.
20 21	Cable ((e)) Operators shall restore any damaged property to the same conditions it was before damage occurred.	((Ten Dollars (\$10))) <u>\$10.00 credit</u> plus any additional repairs or reimbursement.



1 2 3 4 5 6	Cable ((eable-operator)) Operators will give notice to property owners before entering premises, specifying the work to be done. In the event of an emergency, the ((eable-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.	((Ten Dollars (\$10))) \$10.00 credit plus any additional repairs or reimbursement.
7	All ((eable-operator)) Cable Operator personnel shall clean up the area surrounding a work site and properly dispose cable materials.	((Ten Dollars (\$10))) \$10.00 credit plus any additional repairs.
8	Services For Customers With Disabilities	
9 10 11	All ((eable-operator)) Cable Operators will deliver and pick up converters at the home of ((eustomers)) 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 ((eable-operator)) Cable Operator.	((Five Dollars (\$5) credit to customer account.)) \$5.00 credit.
12 13	All ((eable-operator)) Cable Operators will provide TDD service through trained operators who can provide any assistance regularly available from a CSR at no charge.	((Five Dollars (\$5) credit to customer account.)) \$5.00 credit.
14 15	Cable ((e)) Operators will install, at no charge, any closed captioning device purchased by a hearing-impaired ((eustomer)) Customer.	((Five Dollars (\$5) credit to customer account.)) \$5.00 credit.
16 17 18 19 20 21 22 23 24	Cable ((e)) Operators will provide free use of a converter remote control unit to mobility-impaired ((eustomers)) Customers.	((Five Dollars (\$5))) \$5.00 credit ((to customer account,)) and provision of remote control unit.



CUSTOMER INFORMATION

Upon installation, when the Cable Operator proposes changes to rates or the channel lineup, or at a ((customer's)) Customer's request, ((cable operator)) Cable Operators will provide the following requested information and credit information:

- Products and services offered;
- Complete range of service options and prices;
- Customer service standards;
- Instruction on use of cable TV, interactive TV, Internet service, remote and on standard VCR hookups;
- Billing, collection and disconnect policies;
- Customer privacy requirements;
- Complaint procedure, containing the City or the designated agency to whom the ((complaints)) Complaints should be addressed;
- Use and availability of A/B switch;
- Use and availability of parental control/lock-out device;
- Special services for ((customers)) Customers with visual, hearing or mobility disabilities;
- Days, times of operation, and locations of the service centers:

Provide ((customer)) Customer with the requested information. \$5.00 credit for failure to provide.

Cable ((c))Operators shall provide ((customers)) Customers with written notification of any change in rates, programming, or channels at least thirty (30) days before the date of the change.

((Five Dollars (\$5))) \$5.00 credit((to customer account)) for each affected ((customer)) Customer.



<p>1 ((Every employee of cable operators in contact 2 with customers will have visible an identification 3 eard with their name and photograph.)) All 4 officers, agents, and employees of the Cable 5 Operator, its contractors and subcontractors in 6 personal contact with the Customer shall have a 7 visible identification card with their name and 8 photograph and shall orally identify themselves 9 upon first contact with the Customer.</p>	<p>((Five Dollars (\$5) credit to customer account.)) <u>\$5.00 credit.</u></p>
<p>10 All CSRs shall identify themselves orally to callers 11 immediately following the greeting during each 12 telephone contact with the public.</p>	<p>((Five Dollars (\$5) credit to customer account.)) <u>\$5.00 credit.</u></p>
<p>13 Each CSR, technician, or employee of the ((cable 14 operator)) Cable Operator in each contact with a 15 ((customer)) Customer shall state the estimated 16 cost of the service, repair, or installation orally 17 prior to delivery of the service or before any work 18 is performed, and shall provide the ((customer)) 19 Customer with an oral statement of the total 20 charges before terminating the telephone call or 21 before leaving the location at which the work was 22 performed.</p>	<p>((Five Dollars (\$5) credit to customer account.)) <u>\$5.00 credit.</u></p>
<p>CUSTOMER PRIVACY</p>	
<p>23 ((Cable operators will not monitor the cable 24 television signals to determine viewing patters of a customer without prior written customer consent.</p>	<p>((The customer has the choice of either a check for at least One Hundred Dollars (\$100), or a credit to customer account in the same amount.</p>
<p>Cable operators will not sell or make available customer list or other personally identifiable customer information other than as expressly provided in a franchise agreement.))</p>	<p>Five Dollars (\$5) credit to each affected customer.))</p>
<p>For any violation of privacy per SMC 21.60.820F of the Cable Customer Bill of Rights</p>	<p>The Customer has the choice of either a check for \$100.00, or a credit to Customer account in the same amount.</p>



SAFETY

When 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.

At least Twenty-five (\$25) a day for each twenty-four (24) hour delay in responding to ~~((customer))~~ Customer safety concerns.

SATISFACTION GUARANTEED

Cable ~~((e))~~ Operators will guarantee ~~((customer))~~ Customer satisfaction for every ~~((customer))~~ Customer who requests ~~((basic or expanded basic eable service))~~ new or upgraded Cable Service or Other Service.

The ~~((customer))~~ Customer will have the opportunity to cancel ~~((basic or expanded service))~~ any new or upgraded Cable Service or Other Service within thirty (30) days ~~((after activation))~~ of receiving the service at no charge.



Section 2. 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 ____, 20__, and signed by me in open session in authentication of its passage this ____ day of ____, 20__.

President of the City Council

Approved by me this ____ day of ____, 20__.

Mayor

Filed by me this ____ day of ____, 20__.

City Clerk

(SEAL)

STATE OF WASHINGTON - KING COUNTY

--SS.

144746
City of Seattle, Clerks

No. 120775

Affidavit of Publication

The undersigned, on oath states that he is an authorized representative of The Daily Journal of Commerce, a daily newspaper, which newspaper is a legal newspaper of general circulation and it is now and has been for more than six months prior to the date of publication hereinafter referred to, published in the English language continuously as a daily newspaper in Seattle, King County, Washington, and it is now and during all of said time was printed in an office maintained at the aforesaid place of publication of this newspaper. The Daily Journal of Commerce was on the 12th day of June, 1941, approved as a legal newspaper by the Superior Court of King County.

The notice in the exact form annexed, was published in regular issues of The Daily Journal of Commerce, which was regularly distributed to its subscribers during the below stated period. The annexed notice, a

CT: ~~RESOLUTION~~ *Ordinance*

was published on

5/14/2002

J. Stedman

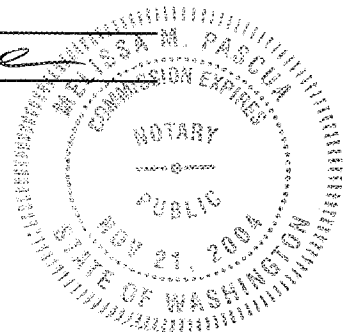
Subscribed and sworn to before me on

5/14/2002

Melissa M. Pasqua

Notary public for the State of Washington,
residing in Seattle

Affidavit of Publication



City of Seattle

ORDINANCE 120775

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)) Customers, 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-enacted-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. §522(2).

"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 603(7) of the federal Communications Act, 47 U.S.C. § 522(7).

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.

or beneficial to the City. In the event of such resignation or removal, the Director of Finance proposals for, a successor Remarketing execute a contract with the successor so

replace the Bank when, in the sole red necessary or beneficial to the City. may negotiate a contract with, or issue act with the new Bank so selected. will be effective immediately upon its

day, 2002, and signed by me in day of May, 2002.

lerk.
merce, Seattle, May 14, 2002
5/14(144798CD)

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Purchase Contract

City offering to purchase the Series B Bonds, under

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