

## **I. STANDARDS**

**A. The Cable Operator shall provide Subscribers a toll-free or local telephone number for installation, service, and complaint calls.**

**B. Telephone and Office Availability. The Cable Operator must have telephone lines, either adequately staffed or with answering capability, providing at least emergency referral information, which are operational twenty-four (24) hours a day, every day, including weekends and holidays.**

1. Under "Normal Operating Conditions" and when phones are staffed, Subscriber calls to the Cable Operator will be answered on average within thirty (30) seconds ninety percent (90%) of the time measured on a quarterly basis; and Subscribers will receive a busy signal three percent (3%) of the time or less. Failure to meet these standards, within a reasonable time, after notice of failure to do so, shall subject Cable Operator to appropriate Enforcement Actions for default under the franchise ("Enforcement Action").

2. On weekdays, during "Normal Business Hours" the Cable Operator must have telephone lines and its office(s) located within the Benton and Franklin County Area, open and adequately staffed, and able to respond to Subscribers a minimum of forty-eight (48) hours a week, with a minimum of eight (8) hours per day, on weekdays, in at least four ways:

- a. To accept payments;
- b. To exchange or accept return of Cable Operator provided equipment;
- c. To schedule and conduct technical calls; and
- d. To answer Subscriber inquiries.
- e. To respond to Subscribers a minimum of forty-eight (48) hours a week, with a minimum of eight (8) hours per day, on weekdays.

3. On Saturdays, during Normal Business Hours the Cable Operator must have adequate staff available: to accept equipment, such as Converters, at the option of the Cable Operator either at its office or in the field, to schedule and perform emergency service or emergency technician calls; must have the capability to accept payments (this may be done through arrangements with unaffiliated retailers); and to answer Subscriber inquiries which may be answered by advising the caller when and to what number to call back during weekdays.

## **II. HANDICAPPED ACCESS**

The Cable Operator shall comply with all rules and regulations pertaining to the Americans with Disabilities Act.

## **III. EMPLOYEE IDENTIFICATION**

All personnel of the Cable Operator contacting Subscribers or potential Subscribers outside the office of the Cable Operator must be clearly identified as associated with the Cable Operator.

## **IV. INSTALLATIONS**

**A. Standard installation charges will apply to those installations which are within serviceable addresses and consist of an aerial or underground drop of no more than 150 feet in length running from the nearest feeder cable of the System to the terminal of the Subscriber, utilizing exposed wiring inside the Subscriber's premises. Installations requiring materials or procedures which exceed those minimum lengths, or in the case of any underground drop which involves unforeseen or extraordinary conditions, could be subject to additional charges, as determined by**

the Cable Operator, provided that such additional charges shall be fair, reasonable, and nondiscriminatory, to the extent applicable law and regulations provide.

**B. All installations will be in accordance with FCC rules, including but not limited to, appropriate grounding, adjustment of the television set in order to receive Service, and the provision of required consumer information and literature to instruct the Subscriber in the utilization of the Services.**

**C. Under normal operating conditions, if the Cable Operator cannot perform standard basic installations as defined above within seven (7) business days of request by a Subscriber (provided that the schedule or preferences of the person requesting installation have not been responsible for the delay), the Subscriber may request and is entitled to receive a free standard installation. If the Cable Operator fails to provide this free standard installation and the request was made by the Subscriber within thirty (30) days of the installation request, the City may direct the Cable Operator to issue a credit for the installation. Failure to comply with the City directive will subject Cable Operator to appropriate Enforcement Actions. This section does not apply to the introduction of new products and services when Cable Operator is utilizing a phased introduction.**

#### **V. SERVICE INTERRUPTIONS AND OTHER SERVICE PROBLEMS**

**A. The Cable Operator shall make repairs promptly, and interrupt Service only if necessary and for the shortest period possible.**

**B. The Cable Operator shall exercise its best efforts to limit any Significant Service Interruption for the purpose of maintaining, repairing, or construction of the System. Except in an emergency or other situation necessitating a more expedited or alternative notification procedure, the Cable Operator may schedule a Significant Service Interruption only after affected Subscribers have been given reasonable prior notice of the proposed interruption.**

**C. Technicians employed by the Cable Operator and capable of performing service-related emergency repairs and maintenance must be available twenty-four (24) hours a day on a stand by basis, including weekends and holidays.**

**D. The Cable Operator shall maintain a summary of significant service interruptions and service calls received by category. For the purposes of this Section, a "Significant Service Interruption in the operation of the System" shall mean any outage a duration of at least four (4) continuous hours between the hours of 6:00 a.m. to 10:00 p.m. and eight (8) continuous hours between the hours of 10:00 p.m. and 6:00 a.m. to at least 200 of the Subscribers in the area served by Cable Operator. The definitions used to classify service calls shall be agreed to by the City Manager, or his or her designee, and the Cable Operator.**

1. Under normal operating conditions, the Cable Operator will begin repairing Service Interruptions promptly and in no event later than twenty-four (24) hours after the interruption becomes known (including weekends and holidays) unless the Consumer requests an appointment later than 24 hours after the interruption.

2. Under normal operating conditions, the Cable Operator must begin actions to correct Service problems other than Service Interruptions the next business day after notification by a Subscriber of the Service problem unless the Consumer requests an appointment at a later date.

3. Under normal operating conditions, service-related Subscriber complaints within Grantee's control, if possible, must be resolved within forty-eight (48) hours (provided that the schedule or preferences of the person requesting service have not been responsible for the delay) and in any event, resolution must occur within one (1) week. A complaint shall be considered to be resolved when signals received by the subscriber have been brought into compliance with applicable FCC standards. Those matters requiring additional maintenance, repair, or technical

adjustments that necessitate an excess of one (1) week to reasonably complete, must be finally resolved, if technically feasible, within thirty (30) days of the initial complaint if the complaint has been determined to be the fault of the Cable Operator. The City Manager, or his or her designee, may require reasonable documentation to be provided by the Cable Operator to substantiate the additional time to resolve a complaint. The foregoing does not apply to minor service interruptions which occur on an intermittent basis.

4. Under normal operating conditions, upon request by the Subscriber or City Manager, or his or her designee, the Cable Operator shall provide a credit to Subscriber when there is an Outage of all channels for a period of twenty four (24) consecutive hours or more which affects the discrete definable service area. The credit for such an Outage shall equal, at a minimum, the value of one-thirtieth (1/30) of Subscriber's current monthly bill, excluding premium, pay-per-view and special events, for the first twenty-four (24) consecutive-hour period and prorated for each additional 4-hour period or portion thereof that the Outage continues.

5. Under normal operating conditions, upon request by the Subscriber or City Manager, or his or her designee, the Cable Operator shall provide a credit to Subscriber when there is an Outage of any premium Service for a period of twenty-four (24) consecutive hours or more which affects a discrete, definable service area. The credit shall equal, at a minimum, the value of one thirtieth (1/30) of Subscribers current monthly bill, for affected premium services, for the first twenty-four (24) consecutive-hour period and prorated for each additional (4) hour period or portion thereof that the Outage continues.

6. Under normal operating conditions, upon request of the Subscriber or City Manager, or his or her designee, the Cable Operator shall provide a credit to the Subscriber whenever an Outage for a period of twenty four (24) consecutive hours or more has affected fewer than all of the non-premium channels received by the affected Subscriber as part of their Service. The credit shall equal the value of one-thirtieth (1/30) of the prorated portion of the rate per affected channel times the number of affected channels.

7. The Cable Operator shall, upon request, provide information to the City Manager, or his or her designee, regarding the amount of credits that were issued to subscribers for loss or degradation of service.

8. Repeated failure to provide the proper credit for Outages shall be grounds for enforcement as provided by this Franchise.

## **VI. INSTALLATION AND SERVICE APPOINTMENTS**

**A. The "appointment window" alternatives for installations and service calls which require Subscriber presence, will be either a specific time or, at maximum, a four hour scheduled time block during normal business hours. The schedule time block may be longer if the Subscriber consents. (The Cable Operator may schedule service calls and other installation activities outside of normal business hours for the express convenience of the Customer). This provision does not apply to disconnects, service upgrades or downgrades which do not require access to the Subscriber's premises or to special request orders.**

**B. Under normal operating conditions, if the Cable Operator does not arrive for installations or service calls by appointment within the scheduled four-hour time frame agreed to by the Subscriber, the Subscriber may request and is entitled to receive a \$20.00 credit. If the Cable Operator fails to provide such credit, and the request was made by the Subscriber within thirty (30) days of the missed appointment, the City may direct the Cable Operator to issue the credit. Failure to comply with the City's directive will subject Cable Operator to appropriate Enforcement Action.**

**C. Under normal operating conditions, the Cable Operator may not cancel an appointment with a Subscriber after**

the close of business on the business day prior to the scheduled appointment without the Subscriber's consent.

**D. If the Cable Operator's representative is running late for an appointment with a Subscriber and will not be able to keep the appointment as scheduled, the Cable Operator will make a diligent effort to contact the Subscriber directly. If, however, the Subscriber is unavailable at the time the contact attempt is made, the Cable Operator will attempt a second contact at least one more time during the previously agreed upon appointment window. The appointment will be rescheduled, as necessary, at a time which is convenient to the Subscriber. Contacting the Subscriber will not necessarily negate the requirement for a free standard installation.**

## **VII. NOTICES AND CUSTOMER COMMUNICATIONS**

**A. Whenever practicable, all required Subscriber notices shall be submitted for advance review and comment to the City Manager, or his or her designee. Any opportunity for advance review and comment by the City Manager, or his or her designee, required under this section shall not imply that prior approval of the City Manager, or his or her designee, is required. However, in the event of an error concerning City information, the Cable Operator shall not be in compliance with notification requirements.**

**B. The Cable Operator shall send annually, written notice to all Subscribers informing them that any complaints or inquiries not satisfactorily handled by the Cable Operator may be referred to the City Manager, or his or her designee. Such notification shall be either:**

1. A separate document which may be included with a billing statement; or
2. Included on the portion of the monthly bill that is to be retained by the Subscriber.

**C. The Cable Operator's telephone number for service and the telephone number for the City Manager, or his or her designee, shall be contained in the notice. This notice shall also fully describe the Cable Operator's telephone hours and, when applicable, the lobby hours and shall include the telephone number(s) available to Subscribers after the Cable Operator's normal business hours through which Subscribers can obtain, at a minimum, emergency referral information. No promotional material may be included on the separate document or the portion of the bill containing this notice. When practicable, a draft of this notice shall be forwarded to the City Manager, or his or her designee, for review and comment, after which the City Manager, or his or her designee, shall respond with comments within 3 business days. The annual notice may be combined with the notice delineated in Section VII. B.**

**D. The Cable Operator shall notify affected Subscribers of any pricing changes or additional charges (excluding temporary marketing and sales discounts or offers) and/or any changes in programming services (including the scrambling or descrambling of channels - except the descrambling of a channel(s) for promotional purposes).**

**E. The Cable Operator shall provide written information to Subscribers on each of the following areas at the time of installation of Service, at least annually to all affected Subscribers, at any time upon request, and for affected Subscribers, at least ten (10) days prior to making significant changes in the information required by this Section:**

1. Products and services offered;
2. Prices and options for programming services and conditions of subscription to programming and other services and facilities;
3. Installation and maintenance policies including, when applicable, information regarding the Subscriber home wiring rights and information describing ownership or internal wiring during the period Service is provided;
4. Instructions on how to use the Service;
5. Channel positions of programming offered on the System;
6. Billing and complaint procedures, including the name, address and telephone number of the City Manager, or his or

her designee;

7. The availability of a parental control device;
8. The Cable Operator's practices and procedures for protecting against invasions of privacy;
9. The address and telephone number of the Cable Operator's office to which complaints may be reported; and
10. When applicable, the Cable Operator's Community Unit Identifier, as specified by the FCC.

**F. In all Subscriber communications, the Cable Operator shall be as clear and precise as possible.**

**G. Notices of changes of programming services and/or channel locations shall include a concise description of the new programming service and the specific dial location, of that programming service. In addition, should the dial location be affected by the introduction of a new service, such information must also be included in the notice.**

H. In order that Subscribers are fully apprised of the charges they may incur, Cable Operators will generally be required to note if advertised rates are subject to additional taxes and fees.

I. In order that Subscribers are fully apprised of the charges they may incur, telephone communications with Subscribers that quote rates, fees, and/or other charges shall inform Subscribers that the rates, fees, and/or charges are subject to additional taxes and fees.

J. Every notice of termination of Service shall include all of the following information:

1. The name and address of the Subscriber whose account is delinquent;
2. Current account balance;
3. The date by which payment is required in order to avoid termination of Service; and
4. The telephone number of a representative of the Cable Operator who can provide additional information and handle complaints or initiate an investigation concerning the Service and charges in question.

## **VIII. BILLS**

**A. Bills must be itemized, in accordance with service or services purchased by subscribers and related equipment charges as provided by law and regulations. If, on bills, a Cable Operator chooses to itemize as a separate line item franchise fees and/or other governmentally imposed fees attributable to the total bill, such fees must be shown in accordance with any applicable law concerning the Cable Operator's ability to itemize such fees.**

B. Every residential Subscriber sending payment directly to the Cable Operator shall have at least ten (ten) business days from the postmarked date of the initial bill for the delinquent amount for Services to pay the listed charges prior to disconnect for non-payment.

C. A specific due date shall be indicated on every Subscriber bill. This provision applies only to active accounts not those accounts pending disconnect.

D. Any Subscriber who, in good faith, disputes all or part of any bill has the option of withholding the disputed amount without disconnection until Cable Operator has investigated the dispute and has made a determination that the amount is owed provided that:

1. The Subscriber pays all undisputed charges;
2. The Subscriber provides written notification of the dispute to the Cable Operator in a timely manner and includes identifying information; and

3. The Subscriber cooperates in determining the appropriateness of the charges in dispute.

**E. Subscriber bills from Cable Operator shall include the name, address and telephone number of the City Manager, or his or her designee. The City Manager, or his or her designee, will provide the required information to Cable Operator on an annual basis by January 1, or as needed.**

F. The Cable Operator shall forward, on a monthly basis, a sample bill for the current billing period to the City Manager, or his or her designee.

**G. The Cable Operator shall forward all regulatory billing inserts and copies of all other mailings required by governmental authorities to Subscribers to the City Manager, or his or her designee, prior to or at the same time that they are provided to Subscribers. (Copies of notices to Subscribers must be forwarded to the City Manager, or his or her designee, pursuant to the applicable sections of these Consumer Service Standards.)**

H. To the degree that it is economically feasible, the Cable Operator shall permit and allow payment by direct electronic transfer, automatic bank drafts and automatic credit card charges.

#### **IX. DISCONNECTION/DENIAL OF SERVICE**

**A. The Cable Operator shall not terminate residential Service for nonpayment of a delinquent account unless the Cable Operator provides initial notice of the delinquency and impending termination at least ten (10) days prior to the proposed termination. The notice shall be mailed, postage prepaid, to the Subscriber to whom the Service is billed. This notice shall not be sent until the twenty-eighth (28th) day after the initial bill for Services was mailed to the Subscriber. The notice of delinquency and impending termination may be part of a billing statement. This section does not apply to Subscribers disconnected due to NSF checks.**

**B. The Cable Operator shall only terminate Service on days when Subscriber can reach a representative of the Cable Operator either in person or by telephone. Service terminated without good cause must be restored without charge for the Service restoration. Good cause includes, but is not limited to, signal leakage, failure to pay, payment by check for which there are insufficient funds, theft of Service, abuse of equipment or System personnel or other similar Subscriber actions.**

**C. Subject to provisions of the franchise agreement, the Cable Operator shall furnish and maintain Services to each person, in the Service Area, who qualify for service, who makes a request to receive any programming service, and has paid required charges. Nothing in these Standards shall limit the right of the Cable Operator to deny Service to any household or individual which has a negative credit or service history with the Cable Operator, which may include non-payment of bills or theft or damage to the Cable Operator's equipment, or who has threatened or assaulted employees of the Cable Operator in the course of their employment. Provided that in the event Service is denied, the Cable Operator will give notice to the Subscriber of the right to contact the appropriate regulatory authority, providing name, address, and phone number as directed by the City Manager, or his or her designee.**

#### **X. DEPOSITS, REFUNDS, AND CREDITS**

**A. The Cable Operator may require refundable deposits for service or equipment. Upon termination of Service for any reason, Subscribers will be entitled to receive a refund or credit against amounts owed by the Cable Operator equal to the deposit.**

**B. On all deposits, Cable Operator shall be required to pay simple interest at a rate of one-half percent (1/2%) per month (6% per year). Such interest shall be accrued and payable upon termination of Service. Upon termination of Service for any reason, Subscribers will be entitled to receive a refund or credit against amounts owed the Cable**

Operator equal to the deposit plus accumulated interest. The rate may be modified to reflect prevailing market rates upon approval by the City which shall not be unreasonably withheld. Such interest shall be accrued on deposits charged to Subscribers after January 1, 1998. Cable Operator will not be required to pay simple interest on deposits received prior to such date.

C. Refund checks will be issued promptly following the resolution of the event giving rise to the refund within sixty (60) days. In addition to a refund, if the Cable Operator fails to mail a check for a refund to any Subscriber disconnecting Service with an outstanding credit of \$3.00 or more within sixty (60) days of the date Service is ended, and the Subscriber has returned all Cable Operator - owned equipment, the Subscriber is entitled to receive a \$10.00 penalty payment, in addition to the total refund due. Failure to comply with the \$10.00 penalty provision shall be grounds for appropriate Enforcement Action. Refunds will be provided to Subscribers with outstanding credits of less than \$3.00 upon request.

D. Credits for Service will be issued no later than the Subscriber's next billing cycle following the determination that a credit is warranted.

## **XI. RATES, FEES, AND CHARGES**

A. The Cable Operator shall not, except to the extent permitted by law, impose any fee or charge on any Subscriber for service calls to said Subscriber's premises to perform any repair or maintenance work related to Cable Operator installed equipment necessary to receive Service, except any such work which was necessitated by a negligent or wrongful act of said Subscriber.

B. Where the actions of the Cable Operator, its agent(s) or subcontractor(s) can be shown upon a reasonable demonstration of evidence to have contributed to the theft, loss or damage of a converter or other equipment lawfully used by a Subscriber, the Subscriber's liability with respect to said converter or other equipment shall be reduced to the extent of such contributing actions.

C. All charges for residential Services must be applied on a nondiscriminatory basis as provided by law, allowing however, for reasonable discounts to senior citizens and/or the economically disadvantaged and that the Cable Operator may conduct promotional campaigns in which rates are discounted or waived, and may offer commercial rates or bulk rate discounts for multiple dwelling units, hotels, motels and similar institutions.

D. The Cable Operator shall not assess late fees until at least 30 days after the initial bill for services has been mailed.

E. The Cable Operator shall be entitled to recover all lawful fees for checks returned due to non-sufficient funds.

## **XII. PRIVACY PROTECTIONS**

The Cable Operator shall comply fully with all applicable State and federal laws relating to the protection of Subscriber privacy. The Cable Operator shall not disclose the telephone number of any Subscriber for any purpose that is not directly related to the provision of services offered by Cable Operator. The Cable Operator shall not require more personally identifiable information than is necessary to confirm the identity of a Subscriber and any past due amounts owed the Cable Operator. The type of information considered to be necessary, may vary depending on the individual Subscriber. The Cable Operator may deny service if a Subscriber fails to produce any verifiable personally identifiable information after being requested to do so.

## **XIII. ENFORCEMENT**

The City may seek all rights and remedies under the franchise and/or injunctive relief or any other Judicial remedy

available pursuant to state or federal law in order to enforce compliance with these standards.

#### **XIV. RIGHTS RESERVED BY THE CITY**

The City reserves the right to establish additional, reasonable customer service standards from time to time, as may be necessary, after making a finding of need and after notice and opportunity to be heard from the Cable Operator. The City reserves the right to regulate rates for video or Cable Service to the fullest extent permitted by law.