

**CITY OF FORT COLLINS**  
**CUSTOMER SERVICE STANDARDS**  
**CABLE TELEVISION**

**I. POLICY**

The Cable Operator should resolve citizen complaints without delay and interference from the Franchising Authority.

Where a given complaint is not addressed by the Cable Operator to the citizen's satisfaction, the Franchising Authority should intervene. In addition, where a pattern of un-remedied complaints or noncompliance with the Standards is identified, the Franchising Authority should prescribe a cure and establish a reasonable deadline for implementation of the cure. If the noncompliance is not cured within established deadlines, monetary sanctions should be imposed to encourage compliance and deter future non-compliance.

These Standards are intended to be of general application, and are expected to be met under normal operating conditions; however, the Cable Operator shall be relieved of any obligations hereunder if it is unable to perform due to a region-wide natural emergency or in the event of force majeure (as described in section 4.8 of the 2006 Franchise agreement between Comcast of California/Colorado, LLC) affecting provision of services within the franchise area. The Cable Operator is free to exceed these Standards to the benefit of its Customers and such shall be considered performance for the purposes of these Standards.

These Standards supersede any contradictory or inconsistent provision in federal, state or local law, provided, however, that any provision in federal, state or local law, or in any original franchise agreement or renewal agreement, that imposes a higher obligation or requirement than is imposed by these Standards, shall not be considered contradictory or inconsistent with these Standards. In the event of a conflict between these Standards and the Franchise Agreement, the Franchise Agreement shall control.

These Standards apply to the provision of any Cable Service, provided by a Cable Operator over a Cable System, within the City of Fort Collins

**II. DEFINITIONS**

When used in these Customer Service Standards (the "Standards"), the following words, phrases, and terms shall have the meanings given below.

"Adoption" shall mean the process necessary to formally enact the Standards within the Franchising Authority's jurisdiction under applicable ordinances and laws.

"Affiliate" 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.

"Cable Operator" shall mean any person or group of persons (A) who provides cable service over a cable system and directly or through one or more affiliates owns a significant interest in such cable system, or (B) who otherwise controls or is responsible for, through any arrangement, the management and operation of such a cable system.

"Cable Service" shall mean (A) the one-way transmission to subscribers of (i) video programming, or (ii) other programming service, and (B) subscriber interaction, if any, which

is required for the selection or use of such video programming or other programming service. For purposes of this definition, "video programming" is programming provided by, or generally considered comparable to programming provided by a television broadcast station; and "other programming service" is information that a cable operator makes available to all subscribers generally.

"Cable System" shall mean a facility, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide Cable Service which includes video programming and which is provided to multiple subscribers within a community, but such term does not include (A) a facility that serves only to retransmit the televisions signals of one or more television broadcast stations, or (B) a facility that serves subscribers without using any public right of way.

"City" shall mean the City of Fort Collins, Colorado, a home rule municipality.

"Customer" shall mean any person who receives any Cable Service from a Cable Operator.

"Customer Service Representative" (or "CSR") shall mean any person employed with or under contract or subcontract to a Cable Operator to assist, or provide service to, customers, whether by telephone, writing service or installation orders, answering customers' questions in person, receiving and processing payments, or performing any other customer service-related tasks.

"Escalated complaint" means a complaint that is referred to a Cable Operator by the Franchising Authority.

"Franchising Authority" shall mean the City of Fort Collins.

"Information Service" shall mean the offering of a capability for generating, acquiring, storing, transforming, processing, retrieving, utilizing, or making available information via telecommunications, and includes electronic publishing, but does not include any use of any such capability for the management, control, or operation of a telecommunications system or the management of a telecommunications service.

"Necessary" shall mean required or indispensable.

"Non-cable-related purpose" 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 a Cable Operator to a Customer. Market research, telemarketing, and other marketing of services or products shall be considered Non-cable-related purposes.

"Normal business hours" shall mean those hours during which similar businesses in the community are open to serve customers. In all cases, "normal business hours" must include at least some evening hours one night per week, and/or some weekend hours.

"Normal operating conditions" shall mean those service conditions which are within the control of a Cable Operator. Conditions which are not within the control of a Cable Operator include, but are not necessarily limited to, natural disasters, civil disturbances, power outages, telephone network outages, and severe or unusual weather conditions. Conditions which are ordinarily within the control of a Cable Operator include, but are not necessarily limited to, special promotions, pay-per-view events, rate increases, regular peak or seasonal demand periods and maintenance or upgrade to the Cable System.

"Personally Identifiable Information" means specific information about a Customer, including, but not 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, (i) social security number, or (j) any other personal or private information.

"Personally Identifiable Information" shall not mean aggregate information about Customers which does not identify particular persons, or information gathered by a Cable Operator necessary to install, repair or service equipment or Cable System facilities at a Customer's premises.

"Service interruption" or "interruption" shall mean (i) the loss or substantial impairment of picture and/or sound on one or more cable television channels.

"Service outage" or "outage" shall mean a loss or substantial impairment in reception on all channels.

Any terms not specifically defined in these Standards shall be given their ordinary meaning, or where otherwise defined in applicable federal law, such terms shall be interpreted consistent with those definitions.

### **III. CUSTOMER SERVICE**

#### **A. Courtesy**

Cable Operator employees, contractors and subcontractors shall be courteous, knowledgeable and helpful and shall provide effective and satisfactory service in all contacts with customers.

#### **B. Accessibility**

1. Within sixty (60) days of the effective date of these Standards, a Cable Operator shall maintain or provide within the franchise area a customer service center/business office ("service center") conveniently located for Fort Collins customers. Except as otherwise approved by the Franchising Authority, all service centers shall be open during Normal Business Hours, and shall be fully staffed with customer service representatives offering the following services to customers who come to the service center: bill payment, equipment exchange, processing of new or change-of- service requests, and response to customer inquiries and requests. The Franchising Authority may approve alternatives for service centers offering lesser services or fewer hours at any site to which the public has general access. A Cable Operator shall post a sign at each service center, advising customers of its hours of operation and of the telephone numbers at which to contact the Franchising Authority and the Cable Operator if the service center is not open at the times posted. A Cable Operator shall provide free exchanges of faulty equipment at the customer's address if the faulty equipment has not been damaged in any manner due to the fault or negligence of the customer.

2. A Cable Operator shall maintain local or toll-free telephone access lines that shall be available twenty-four (24) hours a day, seven (7) days a week for service/repair requests and billing inquiries.

3. A Cable Operator shall have personnel on call twenty-four (24) hours a day, seven (7) days a week, including legal holidays. A Cable Operator's customer service representatives

shall be trained and knowledgeable regarding the Cable Operator's Cable System in Fort Collins, services offered, amounts and bases for charges imposed upon customers in Fort Collins, and other issues reasonably related to the Cable Operator's provision of Cable Services in the City.

4. Under normal operating conditions, if a customer service telephone call is answered with a recorded message providing the customer with various menu options to address the customer's concern, the recorded message must provide the customer the option to connect to and speak with a CSR within sixty (60) seconds of the commencement of the recording. A 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 customer service representative within thirty (30) seconds or less from the time a customer chooses a menu option to speak directly with a CSR. These standards shall be met no less than ninety (90) percent of the time measured monthly.

5. Under normal operating conditions, a customer shall not receive a busy signal more than three percent (3%) of the time. This standard shall be met ninety (90) percent or more of the time, measured monthly.

### **C. Responsiveness**

#### **1. Guaranteed Seven-Day Residential Installation**

a. With the exception of the two-week period preceding the start of the Colorado State University's academic year, a Cable Operator shall complete all standard residential installations or modifications to service requested by customers within seven (7) business days after the order is placed, unless a later date for installation is requested. During the two-week period preceding the start of the Colorado State University's academic year, a Cable Operator shall complete all standard residential installations or modifications to service requested by customers within twenty-one (21) business days after the order is placed, unless a later date for installation is agreed upon. "Standard" residential installations are those located up to one hundred twenty five (125) feet from the existing distribution system. If the customer requests a nonstandard residential installation, or the Cable Operator determines that a nonstandard residential installation is required, the Cable Operator shall provide the customer in advance with a total installation cost estimate and an estimated date of completion.

b. For new construction, all underground cable drops to the home shall be buried at a depth of no less than 24 inches when in utility easements and/or rights of way. Cable drops outside these areas will be buried at twelve inches (12").

#### **2. Residential Installation and Service Appointments**

a. The "appointment window" alternatives for specific installations, service calls, and/or other installation activities will be either a specific time, or at a maximum, a four (4) hour time block between the hours of 8:00 a.m. and 6:00 p.m., six (6) days per week. A Cable Operator may schedule service calls and other installation activities outside of the above days and hours for the express convenience of customers.

b. A Cable Operator may not cancel an appointment with a customer after the close of business on the business day prior to the scheduled appointment.

c. If a Cable Operator is running late for an appointment with a customer and will not be able to keep the appointment as scheduled, the customer will be contacted promptly. The appointment will be scheduled, as necessary at a time that is convenient to the customer.

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

### 3. Residential Service Interruptions

a. In the event of system outages resulting from Cable Operator equipment failure, the Cable Operator shall use best efforts to correct such failure within 2 hours after the 3rd customer call is received.

b. All other service interruptions resulting from Cable Operator equipment failure shall be corrected by the Cable Operator by the end of the next calendar day.

#### c. Records of Complaints.

i. A Cable Operator shall keep an accurate and comprehensive file of any and all complaints regarding the cable system or its operation of the cable system in a manner consistent with the privacy rights of customers, and the Cable Operator's actions in response to those complaints. These files shall remain open to the Franchising Authority during normal business hours, and shall be retained by the Cable Operator for a period of at least three (3) years.

ii. A Cable Operator shall provide the Franchising Authority an executive summary quarterly, which shall include information concerning customer complaints referred by the Franchising Authority to the Grantee and any other requirements of a Franchise Agreement but no personally identifiable information. A summary of service requests, identifying the number and nature of the requests and their disposition, shall also be completed by the Cable Operator for each quarter and submitted to the Franchising Authority by the tenth (10th) day of the succeeding month. Complaints shall be broken out by the nature of the complaint and the type of Cable service subject to the complaint. A log of all service interruptions shall be maintained and provided to the Franchising Authority quarterly.

d. Records of Service Interruptions and Outages. A Cable Operator shall maintain records of all outages and reported service interruptions. Such records shall indicate the type of service interrupted. Such records shall be submitted to the Franchising Authority with the records identified in Section 3.c.ii above, and shall be retained by the Cable Operator for a period of three (3) years.

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

### 4. TV Reception

a. A Cable Operator shall provide clear television reception that meets or exceeds technical standards established by the United States Federal Communications Commission

(the "FCC"). A Cable Operator shall render efficient service, make repairs promptly, and interrupt service only for good cause and for the shortest time possible. Scheduled interruptions shall be preceded by notice and shall occur during periods of minimum use of the system, preferably between midnight and six a.m. (6:00 a.m.), except as required by emergency broadcast requirements.

b. If a customer experiences poor video or audio reception attributable to a Cable Operator's equipment, the Cable Operator shall repair the problem no later than the day following the customer call. If an appointment is necessary, the customer may choose a block of time described in Section III.C.2.a. At the customer's request, the Cable Operator shall repair the problem at a later time convenient to the customer.

#### 5. Problem Resolution

A Cable Operator's customer service representatives shall have the authority to provide credit for interrupted service or any of the other credits listed in Schedule A, to waive fees, to schedule service appointments and to change billing cycles, where appropriate. Any difficulties that cannot be resolved by the customer service representative shall be referred to the appropriate supervisor who shall contact the customer within four (4) hours and resolve the problem within forty eight (48) hours or within such other time frame as is acceptable to the customer and the Cable Operator.

#### 6. Billing, Credits, and Refunds

a. A Cable Operator shall allow at least thirty (30) days from the beginning date of the applicable service period for payment of a customer's service bill for that period, regardless of the customer's method of payment. If a customer's service bill is not paid within that period of time the Cable Operator may apply an administrative fee to the customer's account. The administrative fee must reflect the average costs incurred by the Cable Operator in attempting to collect the past due payment in accordance with applicable law. If the customer's service bill is not paid within forty-five (45) days of the beginning date of the applicable service period, the Cable Operator may perform a "soft" disconnect of the customer's service. If a customer's service bill is not paid within fifty-two (52) days of the beginning date of the applicable service period, the Cable Operator may disconnect the customer's service, provided it has provided two (2) weeks notice to the customer that such disconnection may result.

b. The Cable Operator shall issue a credit or refund to a customer within 30 days after determining the customer's entitlement to a credit or refund.

c. Whenever the Cable Operator offers any promotional or specially priced service(s) its promotional materials shall clearly identify and explain the specific terms of the promotion, including but not limited to manner in which any payment credit will be applied.

#### 7. Treatment of Property

To the extent that a Franchise Agreement does not contain the following procedures for treatment of property, Operator shall comply with the procedures set forth in this Section.

a. A Cable Operator shall keep tree trimming to a minimum; trees and shrubs or other landscaping that are damaged by a Cable Operator, any employee or agent of a Cable Operator during installation or construction shall be restored to their prior condition or replaced. Trees and shrubs shall not be removed without the prior permission of the owner or

legal tenant of the property on which they are located. This provision shall be in addition to, and shall not supersede, any requirement in any franchise agreement.

b. A Cable Operator shall, at its own cost and expense, and in a manner approved by the property owner and the Franchising Authority, restore any property to as good condition as before the work causing such disturbance was initiated. A Cable Operator shall repair, replace or compensate a property owner for any damage resulting from the Cable Operator's installation, construction, service or repair activities.

c. Except in the case of an emergency involving public safety or service interruption to a large number of subscribers, a Cable Operator shall give reasonable notice to property owners or legal tenants prior to entering upon private premises, and the notice shall specify the work to be performed; provided that in the case of construction operations such notice shall be delivered or provided at least twenty-four (24) hours prior to entry. For purposes of this subsection, "reasonable notice" shall be considered: This includes owners or legal tenants of property on which cable equipment is located, even if owner/tenant is not a cable service subscriber.

i. For pedestal installation or similar major construction, seven (7) days.

ii. For routine maintenance, such as adding or dropping service, tree trimming and the like, reasonable notice given the circumstances. Unless a Franchise Agreement has a different requirement, reasonable notice shall require, at a minimum, prior notice to a property owner or tenant, before entry is made onto that person's property.

iii. For emergency work a 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.

Nothing herein shall be construed as authorizing access or entry to private property, or any other property, where such right to access or entry is not otherwise provided by law. If damage is caused by any Cable Operator activity, the Cable Operator shall reimburse the property owner one hundred (100) percent 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 at least one week in advance. If the Cable Operator's installation of a customer exceeds the seven day installation required by Section III (C) (1) as a result of the notice periods required by this Section III (C) (7) (c), the Cable Operator will not be held in violation of these standards for failing to achieve the seven day installation, but the Cable Operator will complete the installation as soon as possible, and no later than 7 days, after the pedestal is installed or other similar major construction is completed.

d. Cable Operator personnel shall clean all areas surrounding any work site and ensure that all cable materials have been disposed of properly.

#### **D. Services for Customers with Disabilities**

1. For any customer with a disability, a Cable Operator shall deliver and pick up equipment at customers' homes at no charge unless the malfunction was caused by the actions of the customer. In the case of malfunctioning equipment, the technician shall provide replacement equipment, hook it up and ensure that it is working properly, and shall return the defective equipment to the Cable Operator.

2. A Cable Operator shall provide TDD service with trained operators who can provide every type of assistance rendered by the Cable Operator's customer service representatives for any hearing-impaired customer at no charge.
3. A Cable Operator shall provide free use of a remote control unit to mobility-impaired (if disabled, in accordance with Section III.D.4) customers.
4. Any customer with a disability may request the special services described above by providing a Cable Operator with a letter from the customer's physician stating the need, or by making the request to the Cable Operator's installer or service technician, where the need for the special services can be visually confirmed.

#### **E. Customer Information**

1. Upon installation, and at any time the customer may request, a Cable Operator shall provide the following information, in clear, concise written form (and in Spanish, when requested by the customer):
  - a. Products and services offered by the Cable Operator, including its channel lineup;
  - b. The Cable Operator's complete range of service options and the prices for these services;
  - c. The Cable Operator's billing, collection and disconnection policies;
  - d. Privacy rights of customers;
  - e. All applicable complaint procedures, including complaint forms and the telephone numbers and mailing addresses of the Cable Operator, the FCC, and the Franchising Authority to whom the complaints should be addressed;
  - f. Use and availability of parental control/lock out device;
  - g. Special services for customers with disabilities;
  - h. Days, times of operation, and locations of the service center(s)
    - i. Either a complete copy of these Standards and any other applicable customer service standards, or a summary of these Standards, in a format to be approved by the Franchising Authority, which shall include at a minimum, the URL address of a website containing these Standards in their entirety; provided however, that if the Franchising Authority does not maintain a website with a complete copy of these Standards, a Cable Operator shall be under no obligation to do so;

If acceptable to a customer, Cable Operator may fulfill customer requests for any of the information listed in this Section by making the requested information available electronically, such as on a website or by electronic mail.

2. Copies of all notices provided to the customer shall be filed (by fax or email acceptable) concurrently with the Franchising Authority 3. A Cable Operator shall provide customers with written notification of any change in rates, programming, or channel positions, at least thirty (30) days before the effective date of change.
3. All officers, agents, and employees of the Cable Operator or its contractors or subcontractors who are in personal contact with customers and/or when working on public property, shall wear on their outer clothing identification cards bearing their name and

photograph and identifying them as representatives of the Cable Operator. The Cable Operator shall account for all identification cards at all times. Every vehicle of the Cable Operator shall be clearly visually identified to the public as working for the Cable Operator. Whenever a Cable Operator work crew is in personal contact with customers or public employees, a supervisor must be able to communicate clearly with the customer or public employee. Every vehicle of a subcontractor or contractor shall be labeled with the name of the contractor and further identified as contracting or subcontracting for the Cable Operator.

4 Each CSR, technician or employee of the Cable Operator in each contact with a customer shall state the estimated cost of the service, repair, or installation orally prior to delivery of the service or before any work is performed, and shall provide the customer with an oral statement of the total charges before terminating the telephone call or before leaving the location at which the work was performed. A written estimate of the charges shall be provided to the customer before the actual work is performed.

## **F. Customer Privacy**

1. Cable Customer Privacy. In addition to complying with the requirements in this subsection, a Cable Operator shall fully comply with all obligations under 47 U.S.C. Section 551.

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: (i) used to detect unauthorized reception of cable communications, or (ii) necessary to render a Cable Service or Other Service provided by the Cable Operator to the Customer. While a Cable Operator may request a Customer's social security number, under no circumstance will the provision of social security number of the customer be required to receive service. However, if a customer does not provide his or her social security number to the Cable Operator, the Cable Operator can insist, as a condition of providing service or continuing to offer service to the customer, that the customer provide some other suitable means of identification, such as a driver's license number, and can require a deposit from a customer where no social security number is provided.

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 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 F2b shall not be interpreted to prohibit an Affiliate from obtaining access to Personally Identifiable Information to the extent otherwise permitted by this subsection F.

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

a. A Cable Operator may disclose for a Non-cable-related purpose the name and address of a Customer subscribing to any general programming tiers of service and other

categories of Cable and Other Service provided by the Cable Operator if the Cable Operator has provided the Customer the opportunity to prohibit or limit such disclosure in accordance with this subsection F and Section 631 of the Federal Communications Act, 47 U.S.C. Section 551, and such disclosure does not directly or indirectly disclose:

- i. A Customer's extent of viewing of a Cable Service provided by the Cable Operator;
- ii. The extent of any other use by a Customer of a Cable Service provided by the Cable Operator, including, but not limited to a disclosure of the particular viewing selections by a person subscribing to a Cable Service; or
- iii. The nature of any transactions made by a Customer over the Cable System of the Cable Operator.
- iv. The nature of programming that a Customer subscribes to or views (i.e., a Cable Operator may only disclose the fact that a person subscribes to a general tier of service or a package of channels with the same type of programming).

A minimum of thirty (30) days prior to making any disclosure of Personally Identifiable Information of any Customer as provided in this subsection F3a, the Cable Operator shall notify in writing the Franchising Authority the fact that Personally Identifiable Information will be disclosed, and shall notify in writing each Customer (that the Cable Operator intends to disclose information about) of the specific information that will be disclosed, to whom it will be disclosed, and notice of the Customer's right to prohibit the disclosure of such information for Non-cable related purposes. The notice to Customers shall be a mailed notice. Each time that this notice is given to a Customer, the Cable Operator also shall provide the Customer with an opportunity to prohibit the disclosure of information in the future. Such opportunity shall be given in one of the following forms: a postage paid, self-addressed post card provided by the Cable Operator; a box that may be checked by the Customer on the Customer's monthly bill for Cable Services; a toll-free number that the Customer may call; or such other equivalent methods as may be approved by the Franchising Authority.

Additionally, within forty-five (45) days after each disclosure of Personally Identifiable Information of any Customer as provided in this subsection F3a, the Cable Operator shall notify in writing the Franchising Authority the fact that Personally Identifiable Information was disclosed and each Customer (that the Cable Operator has disclosed information about) of the specific information that has been disclosed, to whom it has been disclosed, and notice of the Customer's right to prohibit the disclosure of such information for non-cable related purposes. The notice to Customers may be included with or made a part of the Customer's monthly bill for Cable Service or may be made by separate mailed notice. Each time that this notice is given to a Customer, the Cable Operator also shall provide the Customer with an opportunity to prohibit the disclosure of information in the future. Such opportunity shall be given in one of the following forms: a postage paid, self-addressed post card provided by the Cable Operator; a box that may be checked by the Customer on the Customer's monthly bill for Cable Services; a toll-free number that the Customer may call; or such other equivalent methods as may be approved by the Franchising Authority.

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 authorized by federal law, a Cable Operator may disclose Personally Identifiable Information pursuant to a subpoena or court order authorizing such disclosure.

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

5. Privacy Notice to Customers

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

b. In the statement required by subsection F5a, a Cable Operator shall state substantially the following regarding the disclosure of Customer information: "Unless a Customer affirmatively consents electronically or in writing to the disclosure of personally identifiable information, any disclosure of personally identifiable information for purposes other than to the extent necessary to render, or conduct a legitimate business activity related to, a Cable Service or Other Service, is limited to:

i. Disclosure pursuant to a subpoena or court order authorizing such disclosure; but only to the extent authorized by applicable federal law.

ii. Disclosure of the name and address of a Customer to any general programming tiers of service and other categories of Cable Services provided by the Cable Operator that do not directly or indirectly disclose: (A) A Customer's extent of viewing of a Cable Service or Other Service provided by the Cable Operator; (B) The extent of any other use by a Customer of a Cable Service; (C) The nature of any transactions made by a Customer over the Cable System; or (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 a toll-free telephone number and/or a postage paid, self-addressed post card, provided by the Cable Operator with the privacy notice or other manner acceptable to the Franchising Authority. If a Customer exercises his or her right to prohibit the disclosure of name and address as provided in subsection F3a or this subsection, such prohibition against disclosure shall remain in effect permanently, unless the Customer subsequently notifies the Cable Operator in writing that he or she wishes to permit the Cable Operator to disclose his/her name and address.

6. Privacy Reporting Requirements. The Cable Operator shall include in its regular quarterly reports to the Franchising Authority required by its Franchise Agreement information summarizing:

a. The type of Personally Identifiable Information that was actually collected or disclosed by Cable Operator during the reporting period;

b. 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 subsection a of this section; 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.

c. 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;

d. The measures that have been taken, or could be taken, to prevent the unauthorized access to Personally Identifiable Information by a person other than the Customer or the Cable Operator. A Cable operator shall meet with Franchising Authority if requested to discuss technology used to prohibit unauthorized access to Personally Identifiable Information by any means.

7. Nothing in this subsection F shall be construed to prevent the Franchising Authority from obtaining Personally Identifiable Information to the extent not prohibited by Section 631 of the Communications Act, 47 U.S.C. Section 551.

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

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

#### **G. Safety**

A Cable Operator shall install and locate its facilities, cable system, and equipment in compliance with all federal, state, local, and company safety standards, and in such manner as shall not unduly interfere with or endanger persons or property. Whenever a Cable Operator receives notice that an unsafe condition exists with respect to its equipment, the Cable Operator shall investigate such condition immediately, and shall take such measures as are necessary to remove or eliminate any unsafe condition.

## **H. 30 Day Satisfaction Guarantee**

A Cable Operator shall guarantee customer satisfaction for every customer who requests new installation of Cable Service or adds any additional service to the customer's subscription. Any such customer who requests disconnection of such service within 30 days from its date of activation shall receive a credit to his/her account in the amount of one month's subscription charge for the service that has been disconnected.

## **IV. COMPLAINT PROCEDURE**

### **A. Complaints to a Cable Operator**

1. A Cable Operator shall establish written procedures for receiving, acting upon, and resolving customer complaints, and crediting customer accounts and shall have such procedures printed and disseminated at the Cable Operator's sole expense, consistent with Section III.E.1.e of these Standards.
2. Said written procedures shall prescribe a simple manner in which any customer may submit a complaint by telephone or in writing to a Cable Operator that it has violated any provision of these Customer Service Standards, any terms or conditions of the customer's contract with the Cable Operator, or reasonable business practices.
3. At the conclusion of the Cable Operator's investigation of a customer complaint, but in no more than ten (10) 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.
4. A Cable Operator shall also notify the customer of the customer's right to file a complaint with the Franchising Authority in the event the customer is dissatisfied with the Cable Operator's decision, and shall thoroughly explain the necessary procedures for filing such complaint with the Franchising Authority.
5. A Cable Operator shall immediately report all customer Escalated complaints that it does not find valid to the Franchising Authority.
6. A Cable Operator's complaint procedures shall be filed with and approved by the Franchising Authority prior to implementation, including any changes to existing procedures.

### **B. Security Fund or Letter of Credit**

A Cable operator shall comply with any Franchise Agreement regarding Letters of Credit. If a Franchise Agreement is silent on Letter of Credit the following shall apply:

1. Within thirty (30) days of the effective date of these Standards or the effective date of any franchise granted by the Franchising Authority, whichever occurs first, a Cable Operator shall deposit with an escrow agent approved by the Franchising Authority fifty thousand dollars (\$50,000) or, in the sole discretion of the Franchising Authority, such lesser amount as the Franchising Authority deems reasonable to protect subscribers within its jurisdiction. Alternatively, at the Cable Operator's discretion, it may provide to the Franchising Authority an irrevocable letter of credit in the same amount. The escrowed funds or letter of credit shall constitute the "Security Fund" for ensuring compliance with these Standards for the benefit of the Franchising Authority. The escrowed funds or letter of credit shall be maintained by a Cable Operator at fifty thousand dollars (\$50,000), or such lesser amount accepted by the

Franchising Authority, even if amounts are withdrawn pursuant to any provision of these Standards.

2. The Franchising Authority may require the Cable Operator to increase the amount of the Security Fund, if it finds that new risk factors exist which necessitate such an increase.

3. The Security Fund shall serve as security for the payment of any penalties, fees, charges or credits as provided for herein and for the performance by a Cable Operator of all its obligations under these Customer Service Standards.

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

### **C. Complaints to the Franchising Authority**

1. Any customer who is dissatisfied with any proposed decision of the Cable Operator or who has not received a decision within the time period set forth below shall be entitled to have the complaint reviewed by the Franchising Authority.

2. The customer may initiate the review either by calling the Franchising Authority or by filing a written complaint together with the Cable Operator's written decision, if any, with the Franchising Authority.

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

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

5. The Cable Operator and the customer shall produce any additional evidence, including any reports from the Cable Operator, which the Franchising Authority may deem necessary to an understanding and determination of the complaint.

6. The Franchising Authority shall issue a determination within fifteen (15) days of receiving the customer complaint, or after examining the materials submitted, setting forth its basis for the determination.

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

8. If the Franchising Authority determines that the customer's complaint is valid and that the Cable Operator did not provide the complaining customer with the proper solution and/or credit, the Franchising Authority may reverse any decision of the Cable Operator in the matter and/or require the Cable Operator to grant a specific solution as determined by the Franchising Authority in its sole discretion, and/or any credit provided for in these Standards; or the Franchising Authority may provide the customer with the amount of the credit by means of a withdrawal from the Security Fund.

#### **D. Verification of Compliance**

A Cable Operator shall establish its compliance with any or all of the standards required through annual reports that demonstrate said compliance, or as requested by the Franchising Authority.

#### **E. Overall Quality of Service**

The Franchising Authority may evaluate the overall quality of customer service provided by a Cable Operator to customers:

- 1 In conjunction with any performance review provided for in the franchise agreement; and
- 2 At any other time, at its sole discretion, based on the number of customer complaints received by a Cable Operator and the Franchising Authority, and the Cable Operator's response to those complaints.
3. Conduct a technical assessment to compare the type and level of service in Fort Collins to surrounding, like communities.

#### **F. Procedure for Remediating Violations**

1. If the Franchising Authority has reason to believe that a Cable Operator has failed to comply with any of these Standards, or has failed to perform in a timely manner, the Franchising Authority may pursue the procedures in its Franchise Agreement to address violations of these Standards in a like manner as other franchise violations are considered.
- 2 Following the procedures set forth in any Franchise Agreement governing the manner to address alleged Franchise violations, if the Franchising Authority determines in its sole discretion that the noncompliance has been substantiated, in addition to any remedies that may be provided in the Franchise Agreement, the Franchising Authority may:
  - a. Impose assessments of up to one thousand dollars (\$1,000.00) per day, to be withdrawn from the Security Fund in addition to any franchise fee until the non-compliance is remedied; and/orb. Order such rebates and credits to affected customers as in its sole discretion it deems reasonable and appropriate for degraded or unsatisfactory services that constituted noncompliance with these Standards; and/or
  - b. Withhold licenses and permits for work by the Cable Operator or its subcontractors in accordance with applicable law.

#### **V. MISCELLANEOUS**

##### **A. Severability**

Should any section, subsection, paragraph, term, or provision of these Standards be determined to be illegal, invalid, or unconstitutional by any court or agency of competent jurisdiction with regard thereto, such determination shall have no effect on the validity of any other section, subsection, paragraph, term, or provision of these Standards, each of the latter of which shall remain in full force and effect.

**B. Non-Waiver**

Failure to enforce any provision of these Standards shall not operate as a waiver of the obligations or responsibilities of a Cable Operator under said provision, or any other provision of these Standards.

## **STANDARDS OF CUSTOMER SERVICE**

Cable Operator employees, contractors and subcontractors shall be courteous, knowledgeable and helpful in their services.

### **ACCESSIBILITY**

Cable Operator shall provide a conveniently located customer service center within the franchise area.

Cable Operator shall have local telephone access lines that are available 24 hours a day, 7 days a week.

Cable Operator shall have personnel on call 24 hours per day, 7 days a week

Cable Operator shall have sufficient customer service representatives and telephone line capacity to ensure that calls are answered in 60 seconds or less 90% of the time, measured monthly.

Calls receiving busy signals shall not exceed 3% of the total telephone calls 90% of the time, measured monthly.

**MINIMUM COMPENSATION**  
**(if compensation is not agreed to between the Cable Operator and Customers, the matter may be submitted to the Franchising Authority, which shall make the final determination, in its reasonable discretion)**

\$5.00 credit to customer account for substantiated complaints.

Remedies as outlined in the applicable Franchise, including:

Withdraw an amount from the letter of credit as monetary damages, recommend the revocation of the franchise pursuant to the procedures outlined therein, or pursue any other legal or equitable remedy available under the applicable franchise or any applicable law.

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\$5.00 credit (per incident) to customer account for substantiated complaints.

\$5.00 credit (per incident) to customer account for substantiated complaints.

\$5.00 credit to customer account for substantiated complaints.

\$5.00 credit to customer account for substantiated complaints.

## **RESPONSIVENESS**

### **Guaranteed 7-Day Residential Installation**

a. Cable Operator shall complete Standard residential installations requested by a customer within 7 business days after order has been placed, except as provided for in Section III(C)(1).

Free installation, or 1 month's basic service, if the installation fee has been waived for promotional reasons.

### **Residential Installation Appointments**

a. Cable Operator customers wanting installation of cable may choose a 4-hour time-block for installation between the hours of 8:00 a.m. and 6:00 p.m. six days per week.

\$10.00 credit (per incident) to customer account for substantiated complaints.

b. Cable Operator may not cancel an appointment with Customer after the close of business on the business day prior to the date of the scheduled appointment.

\$10.00 credit (per incident) to customer account for substantiated complaints.

c. If Cable Operator is running late and will not be able to keep the appointment with the customer as scheduled, the customer will be contacted promptly. The appointment will be scheduled, as necessary at a time that is convenient to the customer.

\$10.00 credit (per incident) to customer account for substantiated complaints.

d. Cable Operator will deem to have responded to a service request when the technician arrives within the agreed upon time, and, if the customer is absent, the technician leaves the written notification of arrival and return time, and a copy of that notification is kept by the Cable Operator. In such circumstances, the Cable Operator shall contact the customer within 48 hours.

If, after the cable operator has responded to a service request within the time agreed upon, and the customer is not available, the operator will reschedule with the customer. At that time, the Cable operator may notify the customer that if another appointment is missed by the customer, then a service charge may be made to the customer.

### **Residential Service Interruptions**

a. System outages resulting from Cable Operator equipment failure, shall be corrected within 2 hours after the 3rd customer call is received.

One day's free service for each 24-hour delay.

b. All other interruptions resulting from Cable Operator equipment failure shall be corrected by the end of the next calendar day.

One day's free service for each 24-hour delay.

c. Cable Operator shall keep a file of any and all complaints regarding the cable system or its operation, and the Cable Operator's action in response to those complaints. Cable Operator shall submit an executive summary of those complaints and submit to the franchising authority monthly. A log of all service interruptions shall be submitted to the franchising authority quarterly.

One day's free service for each 24-hour delay.

d. All service outages or interruptions beyond the control of Cable Operator shall be corrected within 36 hours after the conditions beyond its control have been corrected.

One day's free service for each 24-hour delay.

### **TV Reception**

a. Cable Operator shall provide clear television reception and shall make repairs promptly, and interrupt service only for good cause and for the shortest time possible.

One day's free service for each 24-hour delay.

b. If a customer experiences poor video or audio reception due to Cable Operator's equipment, Cable Operator will repair the problem no later than the day following the customer call.

One day's free service for each 24-hour delay.

### **Problem Resolution**

a. Cable Operator Customer Service Representatives will be able to provide credit, waive fees, schedule appointments and change billing cycles. Any difficulties that cannot be resolved by the customer service representatives will be referred to a supervisor who will contact the customer within 4 hours and resolve the problem within 48 hours.

One day's free service for each 24 hour delay.

### **Billing, Credits and Refunds**

a. Cable Operator will allow 30 days from the date of the bill for payment, including electronic payment. If not paid within 30 days of the date, Cable Operator may apply an administrative fee. If not paid within 45 days of the date, Cable Operator may perform a "soft" disconnect of the customer's service.

\$5.00 credit (per incident) to customer account for substantiated complaints.

b. Cable Operator shall issue a credit or refund within 30 days after determining the customer is entitled to one.

\$5.00 credit (per incident) to customer account for substantiated complaints.

c. Whenever Cable Operator offers any promotional or specially priced service(s), its promotional materials shall clearly identify and explain the specific terms of the promotion, including but not limited to manner in which any payment credit will be applied.

\$5.00 credit (per incident) to customer account for substantiated complaints.

**Treatment of Property**

a. Cable Operator shall replace trees or shrubs damaged during installation.

\$10.00 credit (per incident) to customer account for substantiated complaints plus cost of any additional restoration..

b. Cable Operator shall restore any damaged property to the same condition it was before damage occurred.

\$10.00 credit (per incident) to customer account for substantiated complaints .plus any additional costs associated with restoration.

c. Except in cases of emergency, Cable Operator shall give reasonable notice to property owners, both for customers and non-subscribers, before entering premises, specifying the work to be done.

\$10.00 credit for subscribers, plus any additional repairs. For non-subscribers, up to \$25 payment to be made.

d. Cable Operator personnel shall clean up the area surrounding a work site and properly dispose of cable materials.

\$10.00 credit plus any additional repairs.

**SERVICES FOR CUSTOMERS WITH DISABILITIES**

Cable Operator shall deliver and pick up equipment at the home of customers with disabilities. In the case of malfunctioning equipment, the technician shall replace it with a new one at no charge.

\$5.00 credit (per incident) to customer account for substantiated complaints.

Cable Operator shall provide TDD service with trained operators who can provide any assistance available.

\$5.00 credit (per incident) to customer account for substantiated complaints.

Cable Operator shall provide free use of a remote control unit to mobility-impaired customers.

\$5.00 credit (per incident) to customer account for substantiated complaints.

A customer with a disability may request the above services by providing Cable Operator with a letter from a physician stating their condition, or by making the request to Cable Operator's installer or service technician in person, where the need for the special services can be visually confirmed.

. \$5.00 credit (per incident) to customer account for substantiated complaints.

### **CUSTOMER INFORMATION**

Upon installation, or at a customers request, Cable Operator will provide the following information (in Spanish when requested by the customer):

\$5.00 credit to their account

- a. Products and services offered including channel lineup;
- b. Complete range of service options and prices;
- c. Billing, collection and disconnect policies;
- d. Privacy rights of customers;
- e. Complaint procedures, including forms, telephone numbers and mailing address of the Cable Operator, the FCC, and the franchising authority;
- f. Use and availability of parental control/lock out device;
- g. Special services for customers with disabilities;
- h. Days, times of operation, and locations of the services centers;
- i. Either a copy of these Customer Service Standards and any other applicable customer service standards, or a summary thereof, or the URL address of a website containing these standards.

Cable Operator will provide customers with written notification of any change in rates, programming, or channel positions at least 30 days before the effective date of change.

5.00 credit to their account

Every employee of Cable Operator in contact with customers or when working on public property will wear an identification card with their name and photograph. Every vehicle of Cable Operator or subcontractor shall be visually identified as working for Cable Operator.

A fine of up to \$250 per substantiated complaint or incident may be assessed.

## **CUSTOMER PRIVACY**

### Collection and Use of Personally Identifiable Information

a. Cable Operator shall not use the Cable System to collect, record, monitor or observe Personally Identifiable Information without written permission from the customer unless such information is used to detect unauthorized reception of cable service, or is necessary to render Cable Service to the customer.

The customer shall receive a credit to their account (or if the account is being cancelled, a payment from the Cable Operator) of at least \$100.00, depending upon the circumstances of the violation.

b. Cable Operator shall not violate any other provisions of Section III.F.1-3 of the Customer Service Standards.

Access to Information. Cable Operator shall make personally identifiable information available to the affected customers.

\$10.00 credit to customer account for substantiated complaint.

Privacy Notices. Cable Operator shall comply with all provisions of Section III.F.5 of the Customer Service Standards.

\$10.00 credit to customer account for substantiated complaint.

Destruction of Personally Identifiable Information. Cable Operator shall destroy all personally identifiable information of customers in accordance with Section III of the Customer Service Standards.

Payment from the Cable Operator of at least \$100.00, depending upon the circumstances of the violation.”

## **SAFETY**

Cable Operator will install and locate its equipment in compliance with all federal, state, local, and company safety standards, and in such a manner that will not interfere with or endanger persons or property.

Remedies as defined in Franchise agreement, plus a credit to the customer's account in the amount of at least \$25.00 a day for each 24 hour delay in responding, plus additional rights or causes of action available to the customer.

## **SATISFACTION GUARANTEED**

Cable Operator will guarantee customer satisfaction for every customer who requests new installation of cable service or adds any additional programming service to the customer's cable subscription. Any customer who requests disconnection of service within 30 days from date of activation shall receive a credit to their account.

One month's subscription charge for the service that has been disconnected.