

BY AUTHORITY

ORDINANCE NO. _____
SERIES OF 2014

COUNCIL BILL NO. CB13-0981
COMMITTEE OF REFERENCE:
Government & Finance

A BILL

For an ordinance adopting customer service standards for cable operators.

WHEREAS, Section 552 of Title 47 of the United States Code authorizes local franchising authorities to “establish and enforce customer service requirements” upon cable operators within their jurisdictions; and

WHEREAS, the City and County of Denver hereby determines it is in the best interests of its citizens to enact such standards; and

WHEREAS, the customer service standards have been developed and approved by the Colorado Communications and Utility Alliance, Comcast (the day-to-day operator of the franchise held by Mile Hi Cable Partners, L.P.), Baja Communications, and CenturyLink; and

WHEREAS, it is the intent of all of the member cities/counties of the Colorado Communications and Utility Alliance to put these customer service standards in place to insure uniform treatment and protection from unfair or unprofessional practices; and

WHEREAS, the Government and Finance Committee directed that this ordinance be prepared;

BE IT ENACTED BY THE COUNCIL OF THE CITY AND COUNTY OF DENVER:

SECTION 1. This ordinance repeals and entirely replaces Ordinance No. 487, Series of 1994.

**COLORADO COMMUNICATIONS AND UTILITIES ALLIANCE
CUSTOMER SERVICE STANDARDS**

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 unremedied 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.

1 These Standards are intended to be of general application, and are expected to be met
2 under normal operating conditions; however, the Cable Operator shall be relieved of any
3 obligations hereunder if it is unable to perform due to a region-wide natural emergency or in the
4 event of force majeure affecting a significant portion of the franchise area. The Cable Operator is
5 free to exceed these Standards to the benefit of its Customers and such shall be considered
6 performance for the purposes of these Standards.

7 These Standards supercede any contradictory or inconsistent provision in federal, state or
8 local law (Source: 47 U.S.C. § 552(a)(1) and (d)), provided, however, that any provision in federal,
9 state or local law, or in any original franchise agreement or renewal agreement, that imposes a
10 higher obligation or requirement than is imposed by these Standards, shall not be considered
11 contradictory or inconsistent with these Standards. In the event of a conflict between these
12 Standards and a Franchise Agreement, the Franchise Agreement shall control.

13 These Standards apply to the provision of any Cable Service, provided by a Cable Operator
14 over a Cable System, within the City and County of Denver.

15 **II. DEFINITIONS**

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

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

20 "Affiliate" shall mean any person or entity that is owned or controlled by, or under common
21 ownership or control with, a Cable Operator, and provides any Cable Service or Other Service.

22 "Applicable Law" means, with respect to these standards and any Cable Operator's privacy
23 policies, any statute, ordinance, judicial decision, executive order or regulation having the force
24 and effect of law, that determines the legal standing of a case or issue.

25 "Cable Operator" shall mean any person or group of persons (A) who provides Cable
26 Service over a Cable System and directly or through one or more affiliates owns a significant
27 interest in such cable system, or (B) who otherwise controls or is responsible for, through any
28 arrangement, the management and operation of such a Cable System. Source: 47 U.S.C. §
29 522(5).

30 "Cable Service" shall mean (A) the one-way transmission to subscribers of (i) video
31 programming, or (ii) other programming service, and (B) subscriber interaction, if any, which is
32 required for the selection or use of such video programming or other programming service. Source:
33 47 U.S.C. § 522(6). For purposes of this definition, "video programming" is programming provided
34 by, or generally considered comparable to programming provided by a television broadcast station.

1 Source: 47 U.S.C. § 522(20). "Other programming service" is information that a Cable Operator
2 makes available to all subscribers generally. Source: 47 U.S.C. § 522(14).

3 "Cable System" shall mean a facility, consisting of a set of closed transmission paths and
4 associated signal generation, reception, and control equipment that is designed to provide Cable
5 Service which includes video programming and which is provided to multiple subscribers within a
6 community, but such term does not include (A) a facility that serves only to retransmit the
7 televisions signals of one or more television broadcast stations, or (B) a facility that serves
8 subscribers without using any public right of way. Source: 47 U.S.C. § 522(7).

9 "City" ("County") shall mean the City and County of Denver, Colorado.

10 "Colorado Communications and Utilities Alliance" or "CCUA" shall mean an association
11 comprised primarily of local governmental subdivisions of the State of Colorado, or any successor
12 entity. The CCUA may, on behalf of its members, be delegated the authority to review, investigate
13 or otherwise take some related role in the administration and/or enforcement of any functions
14 under these Standards.

15 "Contractor" shall mean a person or entity that agrees by contract to furnish materials or
16 perform services for another at a specified consideration.

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

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

23 "Escalated complaint" shall mean a complaint that is referred to a Cable Operator by the
24 Franchising Authority.

25 "Franchising Authority" shall mean the City.

26 "Necessary" shall mean required or indispensable.

27 "Non-cable-related purpose" shall mean any purpose that is not necessary to render or
28 conduct a legitimate business activity related to a Cable Service or Other Service provided by a
29 Cable Operator to a Customer. Market research, telemarketing, and other marketing of services or
30 products that are not related to a Cable Service or Other Service provided by a Cable Operator to
31 a Customer shall be considered Non-cable-related purposes.

32 "Normal business hours" shall mean those hours during which most similar businesses in
33 the community are open to serve customers. In all cases, "normal business hours" must include at

1 least some evening hours one night per week, and include some weekend hours. Source: 47
2 C.F.R. § 76.309.

3
4 “Normal operating conditions” shall mean those service conditions which are within the
5 control of a Cable Operator. Conditions which are not within the control of a Cable Operator
6 include, but are not necessarily limited to, natural disasters, civil disturbances, power outages,
7 telephone network outages, and severe or unusual weather conditions. Conditions which are
8 ordinarily within the control of a Cable Operator include, but are not necessarily limited to, special
9 promotions, pay-per-view events, rate increases, regular peak or seasonal demand periods and
10 maintenance or upgrade to the Cable System.

11 “Service outage” or “outage” shall mean a loss or substantial impairment in reception on all
12 channels.

13 “Subcontractor” shall mean a person or entity that enters into a contract to perform part or
14 all of the obligations of another’s contract.

15 “Writing” or “written” as the term applies to notification shall include electronic
16 communications.

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

20 **III. CUSTOMER SERVICE**

21 **A. Courtesy**

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

25 **B. Accessibility**

26 1. A Cable Operator shall provide customer service centers/business offices
27 (“Service Centers”) which are conveniently located, and which are open during Normal Business
28 Hours. Service Centers shall be fully staffed with Customer Service Representatives offering the
29 following services to Customers who come to the Service Center: bill payment, equipment
30 exchange, processing of change of service requests, and response to Customer inquiries and
31 request.

32 Unless otherwise requested by the City, a Cable Operator shall post a sign at each
33 Service Center, visible from the outside of the Service Center, advising Customers of its hours of

1 operation and of the telephone number at which to contact the Cable Operator if the Service
2 Center is not open at the times posted.

3 The Cable Operator shall use commercially reasonable efforts to implement and
4 promote “self-help” tools and technology, in order to respond to the growing demand of Customers
5 who wish to interact with the Cable Operator on the Customer’s own terms and timeline and at
6 their own convenience, without having to travel to a Service Center. Without limitation, examples
7 of self-help tools or technology may include self-installation kits to Customers upon request; pre-
8 paid mailers for the return of equipment upon Customer request; an automated phone option for
9 Customer bill payments; and equipment exchanges at a Customer’s residence in the event of
10 damaged equipment. A Cable Operator shall provide free exchanges of faulty equipment at the
11 customer’s address if the equipment has not been damaged in any manner due to the fault or
12 negligence of the customer.

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

16 3. A Cable Operator shall have dispatchers and technicians on call twenty-four (24)
17 hours a day, seven (7) days a week, including legal holidays.

18 4. If a customer service telephone call is answered with a recorded message
19 providing the customer with various menu options to address the customer’s concern, the recorded
20 message must provide the customer the option to connect to and speak with a CSR within sixty
21 (60) seconds of the commencement of the recording. During Normal Business Hours, a Cable
22 Operator shall retain sufficient customer service representatives and telephone line capacity to
23 ensure that telephone calls to technical service/repair and billing/service inquiry lines are answered
24 by a customer service representative within thirty (30) seconds or less from the time a customer
25 chooses a menu option to speak directly with a CSR or chooses a menu option that pursuant to
26 the automated voice message, leads to a direct connection with a CSR. Under normal operating
27 conditions, this thirty (30) second telephone answer time requirement standard shall be met no
28 less than ninety (90) percent of the time measured quarterly.

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

32 **C. Responsiveness**

33 1. Guaranteed Seven-Day Residential Installation

1 a. A Cable Operator shall complete all standard residential installations or
2 modifications to service requested by customers within seven (7) business days after the order is
3 placed, unless a later date for installation is requested. "Standard" residential installations are
4 those located up to one hundred twenty five (125) feet from the existing distribution system. If the
5 customer requests a nonstandard residential installation, or the Cable Operator determines that a
6 nonstandard residential installation is required, the Cable Operator shall provide the customer in
7 advance with a total installation cost estimate and an estimated date of completion.

8 b. All underground cable drops to the home shall be buried at a depth of no less
9 than twelve inches (12"), or such other depth as may be required by the Franchise Agreement or
10 local code provisions, or if there are no applicable Franchise or code requirements, at such other
11 depths as may be agreed to by the parties if other construction concerns preclude the twelve inch
12 requirement , and within no more than one calendar week from the initial installation, or at a time
13 mutually agreed upon between the Cable Operator and the customer.

14 2. Residential Installation and Service Appointments

15 a. The "appointment window" alternatives for specific installations, service calls,
16 and/or other installation activities will be either a specific time, or at a maximum, a four (4) hour
17 time block between the hours of 8:00 a.m. and 6:00 p.m., six (6) days per week. A Cable Operator
18 may schedule service calls and other installation activities outside of the above days and hours for
19 the express convenience of customers. For purposes of this subsection "appointment window"
20 means the period of time in which the representative of the Cable Operator must arrive at the
21 customer's location.

22 b. A Cable Operator may not cancel an appointment with a customer after the
23 close of business on the business day prior to the scheduled appointment, unless the customer's
24 issue has otherwise been resolved.

25 c. If a Cable Operator is running late for an appointment with a customer and will
26 not be able to keep the appointment as scheduled, the Cable Operator shall take reasonable
27 efforts to contact the customer promptly, but in no event later than the end of the appointment
28 window. The appointment will be rescheduled, as necessary at a time that is convenient to the
29 customer, within Normal Business Hours or as may be otherwise agreed to between the customer
30 and Cable Operator.

31 d. A Cable Operator shall be deemed to have responded to a request for service
32 under the provisions of this section when a technician arrives within the agreed upon time, and, if
33 the customer is absent when the technician arrives, the technician leaves written notification of

1 arrival and return time, and a copy of that notification is kept by the Cable Operator. In such
2 circumstances, the Cable Operator shall contact the customer within forty-eight (48) hours.

3 3. Residential Service Interruptions

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

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

9 c. Records of Complaints.

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

16 ii. Upon written request a Cable Operator shall provide the Franchising
17 Authority an executive summary quarterly, which shall include information concerning
18 customer complaints referred by the Franchising Authority to the Grantee and any other
19 requirements of a Franchise Agreement but no personally identifiable information. These
20 summaries shall be provided within fifteen (15) days after the end of each quarter. Once a
21 request is made, it need not be repeated and quarterly executive summaries shall be
22 provided by the Cable Operator until notified in writing by the Franchising Authority that such
23 summaries are no longer required.

24 iii. Upon written request a summary of service requests, identifying the
25 number and nature of the requests and their disposition, shall also be completed by the
26 Cable Operator for each quarter and submitted to the Franchising Authority by the fifteenth
27 (15th) day of the month after each calendar quarter. Once a request is made, it need not be
28 repeated and quarterly summary of service requests shall be provided by the Cable
29 Operator until notified in writing by the Franchising Authority that such summaries are no
30 longer required. Complaints shall be broken out by the nature of the complaint and the type
31 of Cable service subject to the complaint.

32 d. Records of Service Interruptions and Outages. A Cable Operator shall
33 maintain records of all outages and reported service interruptions. Such records shall indicate the
34 type of cable service interrupted, including the reasons for the interruptions. A log of all service

1 interruptions shall be maintained and provided to the Franchising Authority quarterly, upon written
2 request, within fifteen (15) days after the end of each quarter. Such records shall be submitted to
3 the Franchising Authority with the records identified in Section 3.c.ii above if so requested in
4 writing, and shall be retained by the Cable Operator for a period of three (3) years.

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

8 4. TV Reception

9 a. A Cable Operator shall provide clear television reception that meets or
10 exceeds technical standards established by the United States Federal Communications
11 Commission (the "FCC"). A Cable Operator shall render efficient service, make repairs promptly,
12 and interrupt service only for good cause and for the shortest time possible. Scheduled
13 interruptions shall be preceded by notice and shall occur during periods of minimum use of the
14 system, preferably between midnight and six a.m. (6:00 a.m.).

15 b. If a customer experiences poor video or audio reception attributable to a Cable
16 Operator's equipment, the Cable Operator shall:

- 17 i. Assess the problem within one (1) day of notification;
- 18 ii. Communicate with the customer regarding the nature of the problem
19 and the expected time for repair;
- 20 iii. Complete the repair within two (2) days of assessing the problem
21 unless circumstances exist that reasonably require additional time.

22 c. If an appointment is necessary to address any video or audio reception
23 problem, the customer may choose a block of time described in Section III.C.2.a. At the customer's
24 request, the Cable Operator shall repair the problem at a later time convenient to the customer,
25 during Normal Business Hours or at such other time as may be agreed to by the customer and
26 Cable Operator. A Cable Operator shall maintain periodic communications with a customer during
27 the time period in which problem ascertainment and repair are ongoing, so that the customer is
28 advised of the status of the Cable Operator's efforts to address the problem.

29 5. Problem Resolution

30 A Cable Operator's customer service representatives shall have the authority to
31 provide credit for interrupted service, to waive fees, to schedule service appointments and to
32 change billing cycles, where appropriate. Any difficulties that cannot be resolved by the customer
33 service representative shall be referred to the appropriate supervisor who shall contact the

1 customer within four (4) hours and resolve the problem within forty eight (48) hours or within such
2 other time frame as is acceptable to the customer and the Cable Operator.

3 6. Billing, Credits, and Refunds

4 a. In addition to other options for payment of a customer's service bill, a Cable
5 Operator shall make available a telephone payment option where a customer without account
6 irregularities can enter payment information through an automated system, without the necessity of
7 speaking to a CSR.

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

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

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

23 7. Treatment of Property

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

26 a. A Cable Operator shall keep tree trimming to a minimum; trees and shrubs or
27 other landscaping that are damaged by a Cable Operator, any employee or agent of a Cable
28 Operator during installation or construction shall be restored to their prior condition or replaced
29 within seven (7) days, unless seasonal conditions require a longer time, in which case such
30 restoration or replacement shall be made within seven (7) days after conditions permit. Trees and
31 shrubs on private property shall not be removed without the prior permission of the owner or legal
32 tenant of the property on which they are located. This provision shall be in addition to, and shall not
33 supersede, any requirement in any franchise agreement.

1 b. A Cable Operator shall, at its own cost and expense, and in a manner
2 approved by the property owner and the Franchising Authority, restore any private property to as
3 good condition as before the work causing such disturbance was initiated. A Cable Operator shall
4 repair, replace or compensate a property owner for any damage resulting from the Cable
5 Operator's installation, construction, service or repair activities. If compensation is requested by the
6 customer for damage caused by any Cable Operator activity, the Cable Operator shall reimburse
7 the property owner one hundred (100) percent of the actual cost of the damage.

8 c. Except in the case of an emergency involving public safety or service
9 interruption to a large number of customers, a Cable Operator shall give reasonable notice to
10 property owners or legal tenants prior to entering upon private premises, and the notice shall
11 specify the work to be performed; provided that in the case of construction operations such notice
12 shall be delivered or provided at least twenty-four (24) hours prior to entry, unless such notice is
13 waived by the customer. For purposes of this subsection, "reasonable notice" shall be considered:

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

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

20 iii. For emergency work a Cable Operator shall attempt to contact the
21 property owner or legal tenant in person, and shall leave a door hanger notice in
22 the event personal contact is not made. Door hangars must describe the issue
23 and provide contact information where the property owner or tenant can receive
24 more information about the emergency work.

25 Nothing herein shall be construed as authorizing access or entry to private property, or any
26 other property, where such right to access or entry is not otherwise provided by law.

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

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

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

1 2. A Cable Operator shall provide either TTY, TDD, TYY, VRS service or other
2 similar service that are in compliance with the Americans With Disabilities Act and other applicable
3 law, with trained operators who can provide every type of assistance rendered by the Cable
4 Operator's customer service representatives for any hearing-impaired customer at no charge.

5 3. A Cable Operator shall provide free use of a remote control unit to mobility-
6 impaired (if disabled, in accordance with Section III.D.4) customers.

7 4. Any customer with a disability may request the special services described above
8 by providing a Cable Operator with a letter from the customer's physician stating the need, or by
9 making the request to the Cable Operator's installer or service technician, where the need for the
10 special services can be visually confirmed.

11 **E. Cable Services Information**

12 1. At any time a customer or prospective customer may request, a Cable
13 Operator shall provide the following information, in clear, concise written form, easily accessible
14 and located on Cable Operator's website (and in Spanish, when requested by the customer):

15 a. Products and services offered by the Cable Operator, including its channel
16 lineup;

17 b. The Cable Operator's complete range of service options and the prices for
18 these services;

19 c. The Cable Operator's billing, collection and disconnection policies;

20 d. Privacy rights of customers;

21 e. All applicable complaint procedures, including complaint forms and the
22 telephone numbers and mailing addresses of the Cable Operator, and the FCC;

23 f. Use and availability of parental control/lock out device;

24 g. Special services for customers with disabilities;

25 h. Days, times of operation, and locations of the service centers;

26 2. At a Customer's request, a Cable Operator shall make available either a complete
27 copy of these Standards and any other applicable customer service standards, or a summary of
28 these Standards, in a format to be approved by CCA and the Franchising Authority, which shall
29 include at a minimum, the URL address of a website containing these Standards in their entirety;
30 provided however, that if the CCA or Franchising Authority does not maintain a website with a
31 complete copy of these Standards, a Cable Operator shall be under no obligation to do so;
32 If acceptable to a customer, Cable Operator may fulfill customer requests for any of the information
33 listed in this Section by making the requested information available electronically, such as on a
34 website or by electronic mail.

1 3. Upon written request, a Cable Operator shall meet annually with the Franchising
2 Authority to review the format of the Cable Operator's bills to customers. Whenever the Cable
3 Operator makes substantial changes to its billing format, it will contact the Franchising Authority at
4 least thirty (30) days prior to the time such changes are to be effective, in order to inform the
5 Franchising Authority of such changes.

6 4. Copies of notices provided to the customer in accordance with subsection 5 below
7 shall be filed (by fax or email acceptable) concurrently with the Franchising Authority and the
8 CCUA.

9 5. A Cable Operator shall provide customers with written notification of any change
10 in rates for nondiscretionary cable services, and for service tier changes that result in a deletion of
11 programming from a customer's service tier, at least thirty (30) days before the effective date of
12 change. For purposes of this section, "nondiscretionary" means the subscribed tier and any other
13 Cable Services that a customer has subscribed to, at the time the change in rates are announced
14 by the Cable Operator.

15 6. All officers, agents, and employees of the Cable Operator or its contractors or
16 subcontractors who are in personal contact with customers and/or when working on public
17 property, shall wear on their outer clothing identification cards bearing their name and photograph
18 and identifying them as representatives of the Cable Operator. The Cable Operator shall account
19 for all identification cards at all times. Every vehicle of the Cable Operator shall be clearly visually
20 identified to the public as working for the Cable Operator. Whenever a Cable Operator work crew is
21 in personal contact with customers or public employees, a supervisor must be able to
22 communicate clearly with the customer or public employee. Every vehicle of a subcontractor or
23 contractor shall be labeled with the name of the contractor and further identified as contracting or
24 subcontracting for the Cable Operator.

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

31 **F. Customer Privacy**

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

34 2. Collection and Use of Personally Identifiable Information.

1 a. A Cable Operator shall not use the Cable System to collect, monitor or
2 observe Personally Identifiable Information without the prior affirmative written or electronic
3 consent of the Customer unless, and only to the extent that such information is: (i) used to detect
4 unauthorized reception of cable communications, or (ii) necessary to render a Cable Service or
5 Other Service provided by the Cable Operator to the Customer and as otherwise authorized by
6 applicable law.

7 b. A Cable Operator shall take such actions as are necessary using then-current
8 industry standard practices to prevent any Affiliate from using the facilities of the Cable Operator in
9 any manner, including, but not limited to, sending data or other signals through such facilities, to
10 the extent such use will permit an Affiliate unauthorized access to Personally Identifiable
11 Information on equipment of a Customer (regardless of whether such equipment is owned or
12 leased by the Customer or provided by a Cable Operator) or on any of the facilities of the Cable
13 Operator that are used in the provision of Cable Service. This subsection F.2.b shall not be
14 interpreted to prohibit an Affiliate from obtaining access to Personally Identifiable Information to the
15 extent otherwise permitted by this subsection F.

16 c. A Cable Operator shall take such actions as are necessary using then-current
17 industry standard practices to prevent a person or entity (other than an Affiliate) from using the
18 facilities of the Cable Operator in any manner, including, but not limited to, sending data or other
19 signals through such facilities, to the extent such use will permit such person or entity unauthorized
20 access to Personally Identifiable Information on equipment of a Customer (regardless of whether
21 such equipment is owned or leased by the Customer or provided by a Cable Operator) or on any of
22 the facilities of the Cable Operator that are used in the provision of Cable Service.

23 3. Disclosure of Personally Identifiable Information. A Cable Operator shall not
24 disclose Personally Identifiable Information without the prior affirmative written or electronic
25 consent of the Customer, unless otherwise authorized by applicable law.

26 a. A minimum of thirty (30) days prior to making any disclosure of Personally
27 Identifiable Information of any Customer for any Non-Cable related purpose as provided in this
28 subsection F.3.a, where such Customer has not previously been provided the notice and choice
29 provided for in subsection III.F.9, the Cable Operator shall notify each Customer (that the Cable
30 Operator intends to disclose information about) of the Customer's right to prohibit the disclosure of
31 such information for Non-cable related purposes. The notice to Customers may reference the
32 Customer to his or her options to state a preference for disclosure or non-disclosure of certain
33 information, as provided in subsection III.F.10.

1 b. A Cable Operator may disclose Personally Identifiable Information only to the
2 extent that it is necessary to render, or conduct a legitimate business activity related to, a Cable
3 Service or Other Service provided by the Cable Operator to the Customer.

4 c. To the extent authorized by applicable law, a Cable Operator may disclose
5 Personally Identifiable Information pursuant to a subpoena, court order, warrant or other valid legal
6 process authorizing such disclosure.

7 4. Access to Information. Any Personally Identifiable Information collected and
8 maintained by a Cable Operator shall be made available for Customer examination within thirty
9 (30) days of receiving a request by a Customer to examine such information about himself or
10 herself at the local offices of the Cable Operator or other convenient place within the City
11 designated by the Cable Operator, or electronically, such as over a website. Upon a reasonable
12 showing by the Customer that such Personally Identifiable Information is inaccurate, a Cable
13 Operator shall correct such information.

14 5. Privacy Notice to Customers

15 a. A Cable Operator shall annually mail or provide a separate, written or
16 electronic copy of the privacy statement to Customers consistent with 47 U.S.C. Section 551(a)(1),
17 and shall provide a Customer a copy of such statement at the time the Cable Operator enters into
18 an agreement with the Customer to provide Cable Service. The written notice shall be in a clear
19 and conspicuous format, which at a minimum, shall be in a comparable font size to other general
20 information provided to Customers about their account as it appears on either paper or electronic
21 Customer communications.

22 b. In or accompanying the statement required by subsection F.5.a, a Cable
23 Operator shall state substantially the following message regarding the disclosure of Customer
24 information: "Unless a Customer affirmatively consents electronically or in writing to the disclosure
25 of personally identifiable information, any disclosure of personally identifiable information for
26 purposes other than to the extent necessary to render, or conduct a legitimate business activity
27 related to, a Cable Service or Other Service, is limited to:

28 i. Disclosure pursuant to valid legal process authorized by applicable law.

29 ii. Disclosure of the name and address of a Customer subscribing to any
30 general programming tiers of service and other categories of Cable Services provided by
31 the Cable Operator that do not directly or indirectly disclose: (A) A Customer's extent of
32 viewing of a Cable Service or Other Service provided by the Cable Operator; (B) The extent
33 of any other use by a Customer of a Cable Service; (C) The nature of any transactions
34 made by a Customer over the Cable System; or (D) The nature of programming or websites

1 that a Customer subscribes to or views (i.e., a Cable Operator may only disclose the fact
2 that a person subscribes to a general tier of service, or a package of channels with the
3 same type of programming), provided that with respect to the nature of websites subscribed
4 to or viewed, these are limited to websites accessed by a Customer in connection with
5 programming available from their account for Cable Services.”

6 The notice shall also inform the Customers of their right to prohibit the disclosure of their names
7 and addresses in accordance with subsection F.3.a. If a Customer exercises his or her right to
8 prohibit the disclosure of name and address as provided in subsection F.3.a or this subsection,
9 such prohibition against disclosure shall remain in effect, unless and until the Customer
10 subsequently changes their disclosure preferences as described in subsection F.9 below.

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

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

16 b. For each type of Personally Identifiable Information collected or disclosed, a
17 statement from an authorized representative of the Cable Operator certifying that the Personally
18 Identifiable Information collected or disclosed was: (A) collected or disclosed to the extent
19 Necessary to render, or conduct a legitimate business activity related to, a Cable Service or Other
20 Service provided by the Cable Operator; (B) used to the extent Necessary to detect unauthorized
21 reception of cable communications; (C) disclosed pursuant to valid legal process authorized by
22 applicable law; or (D) a disclosure of Personally Identifiable Information of particular subscribers,
23 but only to the extent affirmatively consented to by such subscribers in writing or electronically, or
24 as otherwise authorized by applicable law.

25 c. The standard industrial classification (SIC) codes or comparable identifiers
26 pertaining to any entities to whom such Personally Identifiable Information was disclosed, except
27 that a Cable Operator need not provide the name of any court or governmental entity to which
28 such disclosure was made pursuant to valid legal process authorized by applicable law;

29 d. The general measures that have been taken to prevent the unauthorized
30 access to Personally Identifiable Information by a person other than the Customer or the Cable
31 Operator. A Cable Operator shall meet with Franchising Authority if requested to discuss
32 technology used to prohibit unauthorized access to Personally Identifiable Information by any
33 means.

34 7. Nothing in this subsection III.F shall be construed to prevent the Franchising

1 Authority from obtaining Personally Identifiable Information to the extent not prohibited by Section
2 631 of the Communications Act, 47 U.S.C. Section 551 and applicable laws.

3 8. Destruction of Personally Identifiable Information. A Cable Operator shall destroy
4 any Personally Identifiable Information if the information is no longer necessary for the purpose for
5 which it was collected and there are no pending requests or orders for access to such information
6 under subsection 4 of this subsection III.F, pursuant to a court order or other valid legal process, or
7 pursuant to applicable law.

8 9. Notice and Choice for Customers. The Cable Operator shall at all times make
9 available to Customers one or more methods for Customers to use to prohibit or limit disclosures,
10 or permit or release disclosures, as provided for in this subsection III.F. These methods may
11 include, for example, online website “preference center” features, automated toll-free telephone
12 systems, live toll-free telephone interactions with customer service agents, in-person interactions
13 with customer service personnel, regular mail methods such as a postage paid, self-addressed
14 post card, an insert included with the Customer’s monthly bill for Cable Service, the privacy notice
15 specified in subsection III.F.5, or such other comparable methods as may be provided by the
16 Cable Operator. Website “preference center” features shall be easily identifiable and navigable by
17 Customers, and shall be in a comparable size font as other billing information provided to
18 Customers on a Cable Operator’s website. A Customer who provides the Cable Operator with
19 permission to disclose Personally Identifiable Information through any of the methods offered by a
20 Cable Operator shall be provided follow-up notice, no less than annually, of the Customer’s right to
21 prohibit these disclosures and the options for the Customer to express his or her preference
22 regarding disclosures. Such notice shall, at a minimum, be provided by an insert in the Cable
23 Operator’s bill (or other direct mail piece) to the Customer or a notice or message printed on the
24 Cable Operator’s bill to the Customer, and on the Cable Operator’s website when a Customer logs
25 in to view his or her Cable Service account options. The form of such notice shall also be provided
26 on an annual basis to the Franchising Authority. These methods of notification to Customers may
27 also include other comparable methods as submitted by the Cable Operator and approved by the
28 Franchising Authority in its reasonable discretion.

29 **G. Safety**

30 A Cable Operator shall install and locate its facilities, cable system, and equipment in
31 compliance with all federal, state, local, and company safety standards, and in such manner as
32 shall not unduly interfere with or endanger persons or property. Whenever a Cable Operator
33 receives notice that an unsafe condition exists with respect to its equipment, the Cable Operator

1 shall investigate such condition immediately, and shall take such measures as are necessary to
2 remove or eliminate any unsafe condition.

3 **H. Cancellation of New Services**

4 In the event that a new customer requests installation of Cable Service and is unsatisfied
5 with their initial Cable Service, and provided that the customer so notifies the Cable Operator of
6 their dissatisfaction within 30 days of initial installation, then such customer can request
7 disconnection of Cable Service within 30 days of initial installation, and the Cable Operator shall
8 provide a credit to the customer's account consistent with this Section. The customer will be
9 required to return all equipment in good working order; provided such equipment is returned in
10 such order, then the Cable Operator shall refund the monthly recurring fee for the new customer's
11 first 30 days of Cable Service and any charges paid for installation. This provision does not apply
12 to existing customers who request upgrades to their Cable Service, to discretionary Cable Service
13 such as PPV or movies purchased and viewed On Demand, or to customer moves and/or transfers
14 of Cable Service. The service credit shall be provided in the next billing cycle.

15 **IV. COMPLAINT PROCEDURE**

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

17 1. A Cable Operator shall establish written procedures for receiving, acting upon,
18 and resolving customer complaints, and crediting customer accounts and shall have such
19 procedures printed and disseminated at the Cable Operator's sole expense, consistent with
20 Section III.E.1.e of these Standards.

21 2. Said written procedures shall prescribe a simple manner in which any customer
22 may submit a complaint by telephone or in writing to a Cable Operator that it has violated any
23 provision of these Customer Service Standards, any terms or conditions of the customer's contract
24 with the Cable Operator, or reasonable business practices. If a representative of the Franchising
25 Authority notifies the Cable Operator of a customer complaint that has not previously been made
26 by the customer to the Cable Operator, the complaint shall be deemed to have been made by the
27 customer as of the date of the Franchising Authority's notice to the Cable Operator.

28 3. At the conclusion of the Cable Operator's investigation of a customer complaint,
29 but in no more than ten (10) calendar days after receiving the complaint, the Cable Operator shall
30 notify the customer of the results of its investigation and its proposed action or credit.

31 4. A Cable Operator shall also notify the customer of the customer's right to file a
32 complaint with the Franchising Authority in the event the customer is dissatisfied with the Cable
33 Operator's decision, and shall thoroughly explain the necessary procedures for filing such
34 complaint with the Franchising Authority.

1 5. A Cable Operator shall immediately report all customer Escalated complaints that
2 it does not find valid to the Franchising Authority.

3 6. A Cable Operator's complaint procedures shall be filed with the Franchising
4 Authority prior to implementation.

5 **B. Complaints to the Franchising Authority**

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

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

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

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

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

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

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

27 **C. Security Fund or Letter of Credit**

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

30 1. Within thirty (30) days of the written notification to a Cable Operator by the Franchising
31 Authority that an alleged Franchise violation exists, a Cable Operator shall deposit with an escrow
32 agent approved by the Franchising Authority fifty thousand dollars (\$50,000) or, in the sole
33 discretion of the Franchising Authority, such lesser amount as the Franchising Authority deems
34 reasonable to protect subscribers within its jurisdiction. Alternatively, at the Cable Operator's

1 discretion, it may provide to the Franchising Authority an irrevocable letter of credit in the same
2 amount. A letter of credit or cash deposit, with the approval of the Franchising Authority, may be
3 posted jointly for more than one member of the CCUA, and may be administered, and drawn upon,
4 jointly by the CCUA or drawn upon individually by each member; provided however that if such
5 letter of credit or cash deposit is provided to CCUA on behalf of more than one of its members, the
6 letter of credit or cash deposit may, in the sole discretion of CCUA and its effected members, be
7 required in an amount not to exceed one hundred thousand dollars (\$100,000).

8 The escrowed funds or letter of credit shall constitute the "Security Fund" for ensuring
9 compliance with these Standards for the benefit of the Franchising Authority. The escrowed funds
10 or letter of credit shall be maintained by a Cable Operator at the amount initially required, even if
11 amounts are withdrawn pursuant to any provision of these Standards, until any claims related to
12 the alleged Franchise violation(s) are paid in full.

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

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

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

23 **D. Verification of Compliance**

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

26 **E. Procedure for Remedying Violations**

27 1. If the Franchising Authority has reason to believe that a Cable Operator has failed
28 to comply with any of these Standards, or has failed to perform in a timely manner, the Franchising
29 Authority may pursue the procedures in its Franchise Agreement to address violations of these
30 Standards in a like manner as other franchise violations are considered.

31 2. Following the procedures set forth in any Franchise Agreement governing the
32 manner to address alleged Franchise violations, if the Franchising Authority determines in its sole
33 discretion that the noncompliance has been substantiated, in addition to any remedies that may be
34 provided in the Franchise Agreement, the Franchising Authority may:

1 a. Impose assessments of up to one thousand dollars (\$1,000.00) per day, to be
2 withdrawn from the Security Fund in addition to any franchise fee until the non-compliance is
3 remedied; and/or

4 b. Order such rebates and credits to affected customers as in its sole discretion it
5 deems reasonable and appropriate for degraded or unsatisfactory services that constituted
6 noncompliance with these Standards; and/or

7 c. Reverse any decision of the Cable Operator in the matter and/or

8 d. Grant a specific solution as determined by the Franchising Authority; and/or

9 e. Except for in emergency situations, withhold licenses and permits for work by
10 the Cable Operator or its subcontractors in accordance with applicable law.

11 **V. MISCELLANEOUS**

12 **A. Severability**

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

18 **B. Non-Waiver**

19 Failure to enforce any provision of these Standards shall not operate as a waiver of the
20 obligations or responsibilities of a Cable Operator under said provision, or any other provision of
21 these Standards. Revised 1/2/14.

22

1 COMMITTEE APPROVAL DATE: (by Consent) December 19, 2013
2 MAYOR-COUNCIL DATE: (by Consent) December 24, 2013
3 PASSED BY THE COUNCIL: _____, 2014
4 _____ - PRESIDENT
5 APPROVED: _____ - MAYOR _____, 2014
6 ATTEST: _____ - CLERK AND RECORDER,
7 EX-OFFICIO CLERK OF THE
8 CITY AND COUNTY OF DENVER
9 NOTICE PUBLISHED IN THE DAILY JOURNAL: _____, 2014; _____, 2014
10 PREPARED BY: Steven J. Hahn, Assistant City Attorney DATE: January 2, 2014
11 Pursuant to section 13-12, D.R.M.C., this proposed ordinance has been reviewed by the office of
12 the City Attorney. We find no irregularity as to form, and have no legal objection to the proposed
13 ordinance. The proposed ordinance is not submitted to the City Council for approval pursuant to
14 § 3.2.6 of the Charter.
15 D. Scott Martinez, City Attorney for the City and County of Denver
16 BY: _____, Assistant City Attorney DATE: _____, 2014