

## Subchapter II - Cable Customer Bill of Rights

### 21.60.850 - Minimum compensation to customers

For violations of this Subchapter II, the grantee shall credit the account of any customer who is either a current subscriber or a former customer awaiting a final billing statement in the amounts set forth below, at a minimum or, if the customer prefers, provide alternative compensation equivalent to the amounts set forth below, at a minimum:

Standards of customer service Location in SMC	Minimum compensation for grantee's noncompliance with Standards of customer service
<b>Courtesy</b>	
All employees of the grantee shall be courteous, knowledgeable, and helpful. Grantee's employees, agents, contractors, and subcontractors shall provide accurate information and effective, timely, and satisfactory service in all contacts with customers. 21.60.820.A	\$20 credit
<b>Accessibility</b>	
Telephone calls are answered by an IVR or a CSR within 30 seconds under normal operating conditions. If the call is answered by an IVR, the IVR must allow the option to speak with a CSR within no more than three minutes. If a customer has exercised the option to speak with a CSR, the customer shall be able to speak with a CSR within 30 seconds once the call is transferred during normal business hours. 21.60.820.B.4	\$20 credit
<b>Responsiveness</b>	
The grantee shall complete standard installations and service repairs requested by a customer within seven business days after order has been placed, unless otherwise requested by the customer. 21.60.820.C.1	Free installation, or one month's service if the installation fee has been waived for promotional reasons \$20 credit for a service repairs violation

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<p>If the customer requests a non-standard installation, or the grantee determines that a non-standard installation is required, the grantee shall provide the customer in advance with a total installation cost estimate and an estimated date of completion.</p> <p>21.60.820.C.1</p>	<p>Free installation, or one month's service if the fee has been waived for promotional reasons</p>
<p>All underground cable drops shall be buried at a depth of no less than 12 inches and work shall be completed within three calendar weeks from the initial installation, or at a time mutually agreed upon between the grantee and customer.</p> <p>21.60.820.C.1</p>	<p>\$20 credit</p>
<p>All customers requesting installation of cable service or repair service to an existing installation may choose any available four-hour block of time during normal business hours.</p> <p>21.60.820.C.2</p>	<p>\$20 credit</p>
<p>The grantee may not cancel an appointment with a customer after 5 p.m. on the day before the scheduled appointment.</p> <p>21.60.820.C.2</p>	<p>\$20 credit, or the guarantee offered by the grantee, whichever is greater</p>
<p>If the customer is absent when the technician arrives, the technician shall verify the appointment with the technician's dispatcher by telephone while at the customer's door and leave written notification of timely arrival. The grantee shall keep a record of the notification.</p> <p>21.60.820.C.2.b</p>	<p>\$20 credit for failure to leave written notification of timely arrival</p>
<p>If a grantee representative fails to keep an installation or service appointment for any reason, the grantee will contact the customer before the end of the scheduled appointment and reschedule the appointment at a time convenient for the customer.</p> <p>21.60.820.C.2.c</p>	<p>\$20 credit, or the guarantee offered by the grantee, whichever is greater</p>
<p>In the event of a system outage (an outage is a service interruption that involves a loss or substantial impairment</p>	<p>One day's free service for the day the customer reports the system outage and</p>

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<p>in reception on all channels for a period of one hour or more) resulting from grantee equipment failure affecting five or more customers, the grantee shall initiate repairs within two hours after the third customer calls to report the outage. 21.60.820.C.3a</p>	<p>for each additional day the outage continues</p>
<p>All customers who call the grantee to report an outage shall receive credit for the entire day on which the outage occurred and for each additional day the outage continues. 21.60.820.C.3b</p>	<p>One day's free service for the day the customer reports the system outage and for each additional day the outage continues</p>
<p>The grantee shall initiate repairs for all other service interruptions resulting from grantee equipment failure within 24 hours. 21.60.820.C.3.d</p>	<p>One day's free service for each day in which there is a service interruption for each customer who reports a service interruption</p>
<p>The grantee shall initiate repairs to customer reported outages and service interruptions, for any cause beyond the control of the grantee, within 24 hours after the conditions beyond its control have been corrected. 21.60.820.C.3.e</p>	<p>One day's free service for each day in which there is an outage or service interruption, after the conditions beyond grantee's control have been corrected, for each customer who reports an outage or service interruption</p>
<p>The signal quality provided by the grantee shall meet or exceed technical standards established by the FCC. 21.60.820.C.4</p>	<p>One day's free service for each day the signal quality falls below FCC standards for customers who report reception that does not meet FCC standards</p>
<p>A planned outage that the grantee anticipates will last more than four hours shall be preceded by at least 24 hours' notice to affected customers and shall occur during periods of minimum use of the system, preferably between midnight and 6 a.m. Such notification of a planned outage may take the form of a door hanger, a message or insert into the monthly bill, or a telephone call and may be supplemented with on-screen messages announcing the planned outage. 21.60.820.C.4.a</p>	<p>One day's free service for each day in which there is a planned outage that is not preceded by the notice required in the customer service standard, or does not occur during periods of minimum use of the system</p>

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<p>If a customer experiences poor signal quality or reception, the grantee shall respond and repair the problem no later than the day following the customer call provided that the customer is available and the repair can be made within the allotted time.</p> <p>21.60.820.C.4.b</p>	<p>One day's free service for each day after the customer has called and the problem remains uncorrected</p>
<p>A grantee's CSRs shall have the authority to provide credit for interrupted service or any other credits listed in Section 21.60.850, to waive fees, to schedule service appointments, and to change billing cycles, if appropriate.</p> <p>21.60.820.C.5.a</p>	<p>\$20 credit</p>
<p>Any difficulties that cannot be resolved by the CSR shall be referred to the appropriate supervisor who shall make best efforts to contact the customer within four hours and resolve the problem within 48 hours or within such other time frame as is reasonable.</p> <p>21.60.820.C.5.b</p>	<p>\$20 credit</p>
<p>Grantee will send customers a clear and concise bill every month. The grantee shall provide a due date on each bill that is at least 30 days from the beginning date of the applicable billing cycle. A monthly bill shall be issued to all customers regardless of balance due. The customer shall retain the option of whether to receive bills by mail or electronically.</p> <p>21.60.820.C.6.a</p>	<p>\$20 credit</p>
<p>The grantee shall respond to a customer's billing inquiry, general question, or comment made by telephone or e-mail within 48 hours during normal business hours. The grantee shall respond in writing to a written and mailed billing inquiry, general question, or comment within two weeks of the date of receipt of the letter.</p> <p>21.60.820.C.6.b</p>	<p>\$20 credit</p>
<p>If a customer's service bill is not paid within 52 days of the beginning date of the applicable service period, the grantee may disconnect the customer's service, but only upon showing that it has provided ten days' notice to the</p>	<p>\$20 credit</p>

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<p>customer that such disconnection may result. 21.60.820.C.6.c</p>	
<p>If a customer requests cancellation of any or all services, billing for affected services shall end on the same day, or on the future date for which the cancellation is requested. After the requested cancellation date, the customer shall not be responsible for cable services delivered. The grantee must refund any credit balance owed the customer, less any owed or disputed amounts, within 15 business days after the close of the customer's billing cycle following the return of the equipment and request for cancellation. 21.60.820.C.6.d</p>	<p>\$20 credit (or refund if the customer's account has closed)</p>
<p>Deposits shall accrue interest at a fair market rate. Within 15 business days after cancellation of service, the grantee shall repay any deposit with a statement showing accrued interest to the customer, less any sums owed to the grantee. 21.60.820.C.6.e</p>	<p>\$20 credit (or refund if the customer's account has closed)</p>
<p>Trees, shrubs, and other landscaping on a customer's property that are damaged by the grantee, or any employee or authorized agent, during installation or construction for the customer or in the process of serving adjacent structures, shall be restored to their prior condition or replaced. Trees and shrubs shall not be removed without the prior permission of the owner of the property on which they are located. 21.60.820.C.7.a</p>	<p>\$50 credit plus any additional repairs or reimbursement if the grantee fails to replace or repair the damage</p>
<p>The grantee shall, at its own cost and expense, and in a manner approved by the property owner and the City, restore any property to as good condition as before the work causing such disturbance was initiated. The grantee shall repair or replace any damaged property, or compensate property owners for damage resulting from the grantee's installation, construction, service, or repair activities for a customer. 21.60.820.C.7.b</p>	<p>\$50 credit plus any additional repairs or reimbursement if the grantee fails to replace or repair the damaged property</p>

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<p>Except in the case of an emergency involving public safety or service interruption to a large number of customers, or where the grantee has a legal right of access or entry, the grantee shall give reasonable notice to property owners or legal tenants before entering upon their private property, and the notice shall specify the work to be performed. In the case of construction operations, such notice shall be delivered or provided at least 24 hours before entry. In the case of an emergency, the grantee 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 in this Chapter 21.60 authorizes 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 grantee activity, the grantee shall reimburse the property owner 100 percent of the cost of repairing the damage or replacing the damaged property. For the installation of pedestals or other major construction or installation projects, property owners shall also be notified by mail or door hanger notice at least one week in advance. 21.60.820.C.7.c</p>	<p>\$20 credit if the grantee fails to provide notice or enters premises without permission, plus any additional repairs or reimbursement</p>
<p>The grantee shall clean all areas surrounding any work site of debris caused by the grantee's activities and ensure that all materials are disposed of properly. 21.60.820.C.7.d</p>	<p>\$20 credit plus cleanup and disposal of debris</p>
<p>Services for customers with disabilities</p>	
<p>For any customer with a verified disability that prevents the customer from self-installing equipment, the grantee shall at no charge deliver, install, and pick up equipment at the customer's home. In the case of malfunctioning equipment, the grantee shall provide and install substitute equipment, ensure that it is working properly, and remove the defective equipment. 21.60.820.D.1</p>	<p>\$20 credit</p>

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<p>The grantee shall provide TDD/TTY service with trained operators who can provide every type of assistance rendered by the grantee's CSR for any hearing-impaired customer at no charge. 21.60.820.D.2</p>	<p>\$20 credit</p>
<p>Grantees shall install, at no charge, any closed captioning device purchased by a hearing-impaired customer. 21.60.820.D.3</p>	<p>\$20 credit</p>
<p>Grantees shall provide free use of a converter remote control unit to mobility-impaired customers. 21.60.820.D.4</p>	<p>\$20 credit and provision of remote control unit</p>
<p style="text-align: center;">Customer information</p>	
<p>Upon installation, annually, and at any time a customer requests, the grantee shall provide the following information to its customers in a clear, concise written form. In addition, the grantee shall notify customers 30 days in advance of any significant changes in the following: 21.60.820.E.1</p>	<p>\$20 credit for failure to provide customer with the information or notice at the required time</p>
<p>Cable services offered by the grantee, including its channel lineup; 21.60.820.E.1.a</p>	
<p>The grantee's prices and options for cable services; conditions of subscription to cable services; and policies concerning changes in services offered, notification of changes, disconnection, and service downgrades. 21.60.820.E.1.b</p>	
<p>A description of these Subchapter II (Cable Customer Bill of Rights) standards in a form provided by or approved by the City; 21.60.820.E.1.c</p>	

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Installation and service maintenance policies, including the customer's responsibilities for equipment; 21.60.820.E.1.d	
Instruction on the use of cable TV service, remote control, and standard video recording device hookups; 21.60.820.E.1.e	
Instruction on the use of interactive television if provided by the grantee; 21.60.820.E.1.f	
Billing and complaint procedures, including the address and telephone number of the grantee's offices, the grantee's policies on deposits and credit balances, returned check charges, and refunds for disruption of cable service or poor signal quality; 21.60.820.E.1.g	
Contact information for filing a consumer complaint with the FCC and the Office of Cable Communications; 21.60.820.E.1.h	
Policies concerning protection of customer privacy, including provisions for opting-out of disclosure of customer name and address for marketing purposes; 21.60.820.E.1.i	
Use and availability of parental control/lock out device; 21.60.820.E.1.j	
Special services for customers with disabilities including any discounts required by the franchise or other agreements; and 21.60.820.E.1.k	
Days, hours of operation, and locations of the service centers. 21.60.820.E.1.l	



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<p>The grantee shall provide customers written notification, and announcements on the cable system, of any change in programming, services, or channel positions as soon as possible, but no less than 30 days in advance of such changes if the change is within the control of the grantee. Customers shall be given a description of the changes, their options for changing services they receive, the phone number for questions, and the effective date. 21.60.820.E.3</p>	<p>\$20 credit for each affected customer</p>
<p>All of the grantee's officers, agents, employees, contractors, and subcontractors who are in personal contact with customers shall have visible identification cards bearing their name and photograph. The grantee shall account for all identification cards at all times. 21.60.820.E.4</p>	<p>\$20 credit</p>
<p>Every vehicle of the grantee used for providing services to customers shall be clearly visually identified to the public as working for the grantee. 21.60.820.E.4</p>	<p>\$20 credit for a customer who receives service from an unidentified vehicle</p>
<p>All CSRs shall identify themselves orally to callers immediately following the greeting during each telephone contact with the public. Officers, agents, and employees of the grantee and its contractors and subcontractors shall identify themselves to the customer when making a service call or installation. 21.60.820.E.4</p>	<p>\$20 credit</p>
<p>All CSRs, technicians, employees, agents, contractors, and subcontractors of the grantee in every contact with a customer shall state the estimated cost of the service, repair, or installation orally before delivery of the service or before any work is performed, and shall provide the customer with an oral statement of the estimated total charges before terminating the telephone call. At the customer's request, the grantee shall send the customer a written statement detailing such charges. Grantee shall also provide customers with a written statement of the total estimated charges before leaving the location at which the</p>	<p>\$20 credit</p>

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<p>work was performed. 21.60.820.E.5</p>	
<p>All listings of the grantee's services shall conspicuously display the availability of all service tiers and corresponding prices for City customers, including the cost of either the basic cable service subject to rate regulation or the cost of the grantee's lowest priced cable service tier. 21.60.820.E.7</p>	<p>\$20 credit</p>
<p>The grantee shall not charge customers for any services they have not affirmatively requested. 21.60.820.E.8</p>	<p>\$20 credit</p>
<p style="text-align: center;">Safety</p>	
<p>If the grantee receives notice that an unsafe condition exists with respect to its equipment, the grantee shall investigate such condition immediately, and shall take such measures as are necessary to remove or eliminate any unsafe condition. 21.60.820.G</p>	<p>\$50 a day for each 24-hour delay in responding to customer safety concerns</p>
<p style="text-align: center;">Satisfaction guaranteed</p>	
<p>The grantee shall guarantee customer satisfaction for every customer who requests new installation of cable service, video, or interactive television, or adds any additional cable service to the customer's cable subscription. Any such customer who adds expanded basic or other higher tier of video service or interactive television to the customer's cable subscription account and then requests discontinuation of such upgraded service within 30 days due to dissatisfaction with the service shall receive an account credit in an amount equal to the pro rata charge for the remaining days of service following the request to discontinue the service. If a customer subscribes to a service under a promotion that provides free service and chooses to discontinue the service during the promotion window, there shall be no charge of</p>	<p>\$20 Credit</p>

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any kind for the service or for discontinuing the service. 21.60.820.H	
Customer Privacy	
For any violation of Cable customer privacy per Section 21.60.825.	Customer has choice of a check for \$100, or a \$100 credit to the customer's account

(Ord. [124736](#), § 79, 2015.)

CABLE TELEVISION GLOSSARY OF TERMS

"All-channel antenna" means an antenna which receives signals equally well over a wide band of frequencies.

"Amplifier" means a device consisting of electronic components used to increase power, voltage or current of a signal.

"Amplitude modulated link" means a form of microwave which uses amplitude modulation of a microwave carrier rather than the conventional frequency modulation usually used for microwave television links. This is usually accomplished by heterodyne conversion from conventional TV channels.

"Antenna array" means a radiating or receiving system composed of several spaced radiators or elements.

"Attenuation loss" means the actual power loss in a cable, attenuator, coupling, or other device when electrical energy is transmitted through it, usually expressed in decibels.

"Attenuator" means a device for reducing the power of a signal.

"Automatic gain control" (AGC) means a circuit which automatically controls the gain of an amplifier so that the output signal level is virtually constant for varying input signal level.

"Automatic tilt" means automatic correction of change in tilt, or the relative level of signals of different frequencies.

"Back matched tap" means a cable tap device which employs transformer isolation and also employs impedance matching at the tap-off points.

"Bridger" means an amplifier connected directly into the main trunk line to feed distribution cables with minimum insertion loss in the main trunk line.

"Cablecasting" means origination of programming by a CATV system, usually other than automated services such as scanning weather dials, and exclusive of broadcast signals.

"Cable powering" means a method of supplying power through the coaxial cable to system amplifiers.

"Capacitive tap" means a tap device with a capacitor network providing the desired amount of loss and isolation between the feeder cable and the subscriber drop cable.

"Cascade" means the operation of devices (usually amplifiers) in sequence in a cable system with the output of one device feeding the input of the next.

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"Cascadeability" means the performance capability of amplifiers used to reamplify the same signal along a cable system without noticeable degradation.

"Channel combiner" means an electronic or passive device which accepts the RF signals from many sources and combines them for delivery to the cable.

"Coaxial cable" means a cylindrical outer conductor (shield) surrounding a central conductor held centrally in place by an insulating material referred to as the dielectric. It is the most commonly used means of CATV signal distribution.

"Co-channel" means a form of TV signal distortion where the same frequency is received from two different transmitters simultaneously. It generally appears as horizontal bars in the picture.

"Conduit" means a tube, manufactured of an environment protective material, through which CATV cable is conveyed in an underground system.

"Converter" means an electronic device that will shift any television channel(s) from one (1) channel to another.

"Cross modulation" means a form of signal distortion in which the visual content from one channel is superimposed on the visual content of another channel.

"Dielectric" means the material, usually an electrical insulator, which separates two conductors between which an electric potential exists; usually, the insulating material separating the center conductor and outer shield of a co-axial cable.

"Directional coupler" means a passive device that divides signal power between two paths with a greater degree of attenuation in one (1) direction than in the other.

"Directional tap" means a passive line tapping device based on directional coupler principles which diverts a portion of the signal from the line to the drop cable. The directional quality attenuates signals from the drop line, reducing reflections in the distribution cable.

"Distribution amplifier" means an amplifier used with the main trunk cable at a point from which one (1) or more feeder cables are extended (branched out).

"Distribution system" means the part of a CATV system used to carry signals from the head-end to the subscriber's receivers.

"Drop" means the cable which connects the tap on the feeder line to the subscriber's house.

"Feeder line" means the coaxial cable running from bridgers, to line-extenders and taps; sometimes called a distribution cable.

"Field strength meter" means a frequency selective heterodyne receiver capable of tuning the frequency band of interest, as used for TV, 54 to 216 Mz, with indicating meter showing the magnitude input of voltage and a dial indicating the approximate frequency.

"Frequency" means the number of complete cycles or vibrations per unit of time (example: 60 cycles per second).

"Gain" means a measure of the signal level increase in an amplifier usually expressed in dB.

"Head-end" means the electronic equipment located at the start of a cable system, usually including antennas, preamplifiers, frequency converters, demodulators, modulators and related equipment. Both the building and the equipment which receives the television signals and processes them before application to the cable system are known as the "head-end."

"Insertion loss" means additional loss in a system when a device such as a directional coupler is inserted; equal to the difference in signal level between input and output of such a device.

"Line extender" means feeder line amplifiers used to provide signals at a sufficiently high level to the more distance subscribers.

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"Log periodic antenna" means a form of antenna with intrinsic broadband and directional characteristics; characterized by low response to the back and sides.

"Major television market" means the specified zone of a commercial television station licensed to a Top-100 community, or a combination of such specified zones where more than one community is listed.

"Marker generator" means an electronic instrument providing variable or fixed signals and used in conjunction with frequent sweep testing to determine a specific frequency in the RF spectrum.

"Messenger" means a steel cable, strung between poles or other supporting structures which supports the CATV coaxial cable. The coaxial cable is usually attached to the messenger by lashing with stainless steel wire.

"Modulation" means the process, or result of the process, whereby some characteristic on one wave is varied in accordance with another wave.

"Noise" means, in general, any unwanted signal or interference. It usually refers to unwanted signals of a random nature arising from thermal effects in the input circuits of amplifiers. This form of noise is known as "snow."

"Parabolic antenna" means an antenna that has a folded dipole or feed horn mounted at the focal point of a metal or mesh dish having a concave shape known as a parabola.

"Preamplifier" means an electronic device, usually having superior input noise figure, designed to strengthen or boost a weak off-air signal to a level where it will be sufficient to drive succeeding amplifiers.

"Pressure tap" means a device which connects to the center conductor and shield of a distribution cable to extract television signals; tap does not require cutting of cable to make contact for a subscriber drop.

"Resolution" means a measure of picture resolving capabilities of a television system determined primarily by band width, scan rates and aspect ratio; relates to fineness of details perceivable.

"Return loss" means the ratio of incident to reflected power, usually applied to measure the reflected signal at an interface between cable and equipment or to measure reflections arising from structural imperfections within a cable.

"Semiconductor" means a material having conductivity characteristics intermediate between conductors and insulators. Junctions between certain types of semiconductors permit electric current to flow more easily in one (1) direction than the other.

"Share of viewing hours" means the total hours that non-cable television households viewed the subject station during the week, expressed as a percentage of the total hours these households viewed all stations during the period.

"Spacing" means length of cable between amplifiers based on the amount of gain required to overcome cable losses in dB at the highest TV channel carried in the system.

"Splitter" is usually a hybrid device, consisting of an RF transformer, capacitors and resistors, that divides the signal from an input cable equally to two or more output cables.

"Stacked antenna array" means a group of identical antenna physically grouped and connected electrically for greater gain and directivity.

"Tap" means a device that diverts a small part of the TV signal energy to the subscriber's drop line, from the feeder cable.

"Television demodulator" means a television receiver designed to recover the video modulation from a television channel and make it available as an electronic signal without displaying it on a picture tube.

"Television modulator" means a low-powered television transmitter usually used in local origination.

"Terminator" means a resistive load for a coaxial cable designed to absorb the remaining energy at the end of a line eliminating reflection of energy which would appear as "ghosts." It is usually coupled through a blocking capacitor which prevents short circuiting of the cable power system.

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"Tilt" means the difference in cable attenuation or amplifier gain between lower and higher frequencies on the cable system.

"Trunk line" means the main coaxial line of a CATV system which feeds signals from the head-end to the community being served.

"Trunk line amplifier" means an amplifier specifically designed for service in CATV trunk lines, usually provided with cable powering, AGC, and minimum distortion characteristics to optimize system performance in cascaded systems.

FOOTNOTE(S):

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**Editor's note**—This glossary of terms is contained in the Comptroller's File relating to Cable television and is for public information purposes.