

MAPLE VALLEY, WASHINGTON

ORDINANCE NO. O-10-431

AN ORDINANCE OF THE CITY OF MAPLE VALLEY, WASHINGTON RELATING TO CABLE FRANCHISING, THE PROVISION OF CABLE SERVICES, AND CABLE CONSUMER PROTECTION, PROVIDING FOR SEVERABILITY AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City Council desires to adopt an Ordinance under its police powers and its regulatory authority relating to cable franchising, the provision of cable television service, and cable consumer protection;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MAPLE VALLEY, WASHINGTON DO ORDAIN AS FOLLOWS:

Section 1. New Chapter Created. A new Chapter 5.20 of Title 5 of the Maple Valley Municipal Code, entitled "Cable Television" is hereby adopted to read as follows:

Article 1. Definitions and Rules of Construction

Sections:

- 5.20.010 Rules of construction
- 5.20.020 Defined terms

Article 2. Grant of Franchise

Sections:

- 5.20.030 Franchise required
- 5.20.040 Application for cable franchise
- 5.20.050 Franchise agreement
- 5.20.060 Public hearing
- 5.20.070 City action on franchise application
- 5.20.080 Reimbursement of application costs
- 5.20.090 Franchise conditions
- 5.20.100 Franchise Renewal
- 5.20.110 Termination on account of certain assignments or appointments

Article 3. System Performance and Service

Sections:

- 5.20.120 System performance
- 5.20.130 Emergency override
- 5.20.140 Emergency power
- 5.20.150 Interconnection
- 5.20.160 Continuity of cable service
- 5.20.170 Programming

COPY

Article 4. Rate Regulation

Sections:
5.20.180 Rate regulation

Article 5. Franchise Fee

Sections:
5.20.190 Payment of franchise fee
5.20.200 No accord or satisfaction
5.20.210 Late fees and interest
5.20.220 Discounts on bundled services

Article 6. Performance Review

Sections:
5.20.230 Periodic meetings
5.20.240 System evaluation

Article 7. Reports and Records

Sections:
5.20.250 Open books and records
5.20.260 Inspection of books and records
5.20.270 Rate schedule
5.20.280 Annual report
5.20.290 Communications with regulatory agencies
5.20.300 Confidentiality

Article 8. Enforcement

Sections:
5.20.310 Enforcement procedures and remedies
5.20.320 Fines
5.20.330 Revocation
5.20.340 Security fund

Article 9. Transfers

Sections:
5.20.350 Transfers

Article 10. Administration

Sections:
5.20.360 Administration

Article 11. Cable Consumer Protection General Provisions

Sections:
5.20.370 Policy

- 5.20.380 Cable operator duties
- 5.20.390 Scope of Cable Consumer Protection
- 5.20.400 Meeting standards specified by percentages of time
- 5.20.410 Initial grace period

Article 12. Office and Telephone Access and Complaints

Sections:

- 5.20.420 Local business office
- 5.20.430 Telephone access
- 5.20.440 Complaints

Article 13. Cable Installation and Repair Standards

Sections:

- 5.20.450 General service standards
- 5.20.460 Appointments
- 5.20.470 Installation standards measured on a quarterly basis
- 5.20.480 Extension of service
- 5.20.490 Response to service request
- 5.20.500 Charges for installation and service
- 5.20.510 Cable drops
- 5.20.520 Underground and above-ground installations

Article 14. Communications with Subscribers

Sections:

- 5.20.530 Written communications to subscribers
- 5.20.540 Annual notice to subscribers
- 5.20.550 Notification of changes
- 5.20.560 Telephone communication with customer service representatives
- 5.20.570 In-person communication with subscribers
- 5.20.580 Internet presence
- 5.20.590 Customer contract

Article 15. Billing

Sections:

- 5.20.600 General standards
- 5.20.610 Refunds
- 5.20.620 Credits
- 5.20.630 Payment information; late fees
- 5.20.640 Deposits
- 5.20.650 Billing inquiries

Article 16. Disconnection and Reconnection

Sections:

- 5.20.660 Termination of cable service by subscriber
- 5.20.670 Disconnection of cable service by operator
- 5.20.680 Reconnection of cable service

Article 17. Changes in Cable Service

Sections:

- 5.20.690 Notice of change of service
- 5.20.700 Charges for authorized cable services only
- 5.20.710 Requirement to purchase cable service other than basic service

Article 18. Parental Control

Section:

- 5.20.720 Parental control

Article 19. Rights of Individuals

Sections:

- 5.20.730 Discrimination prohibited
- 5.20.740 Privacy

Article 20. Anti-Competitive Actions

Sections:

- 5.20.750 Anti-competitive actions

Article 21. Miscellaneous Provisions

Sections:

- 5.20.760 Services for customers with disabilities
- 5.20.770 Notice/work
- 5.20.780 Captions
- 5.20.790 Severability
- 5.20.800 Costs
- 5.20.810 Compliance with applicable law
- 5.20.820 Effective Date

Article 1. Definitions and Rules of Construction

Sections:

- 5.20.010 Rules of construction
- 5.20.020 Defined terms

5.20.010 Rules of construction

(a) For the purposes of this chapter, the following terms, phrases, words, and abbreviations shall have the meanings given herein, unless otherwise expressly stated. Unless otherwise expressly stated, words not defined herein shall be given the meaning set forth in Title 47 of the United States Code and Revised Code of Washington § 35.99.010, as amended, and, if not defined therein, their common and ordinary meaning.

(b) When not inconsistent with the context, words used in the present tense include the future tense; words in the plural number include the singular number, and words in the singular number include the plural number; the masculine gender includes the feminine gender, and vice versa.

(c) The words “shall” and “will” are mandatory, and “may” is permissive.

5.20.020 Defined terms

(a) “Access channel” means any channel and/or bandwidth on a cable system designated for public, educational, or governmental (“PEG”) access purposes and made available to transmit public, educational, or governmental (“PEG”) PEG access programming and signals.

(b) “Affiliate” when used in connection with Grantee means any Person who owns or controls, is owned or controlled by, or is under common ownership or control with, Grantee.

(c) “Cable Operator” means any Person or groups of Persons, including Grantee, 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 who otherwise control(s) or is(are) responsible for, through any arrangement, the management and operation of such a Cable System.

(d) “City” means the city of Maple Valley, Washington, a municipal corporation, and its agencies, departments, boards and commissions.

(e) “Complaint” means an initial or repeated Subscriber expression of dissatisfaction made to a cable operator or the city, whether written or oral, or other matter that is referred beyond a customer service representative or to the city for resolution. This does not include routine inquiries, service requests, and contacts where an issue is promptly resolved to the Subscriber’s satisfaction.

(f) “Customer service representative” or “CSR” means any person employed by a cable operator to assist or provide service or information to customers, whether by answering telephone lines or responding to e-mails or other correspondence, answering customers’ questions, or performing other customer service-related tasks.

(g) “Emergency” means a condition of imminent danger to the health, safety, and welfare of property or persons located within the city including, without limitation, damage to persons or property from natural disasters, man-made disasters, civil disturbances, or severe or unusual weather conditions.

(h) “Facility” means all appurtenances or tangible things owned, leased, operated, or licensed by a cable operator of a cable system.

(i) “FCC” means the Federal Communications Commission, its designee, or any successor governmental entity thereto.

(j) “Franchise” shall mean the initial authorization, or renewal thereof, including a written agreement entered into by the City and a cable operator of a cable system, designated as a cable franchise, which authorizes construction, maintenance and operation of a cable system for the purpose of offering cable service to subscribers within the territorial limits of the City.

(k) “Franchise agreement” means the agreement entered into between the city and a cable operator that sets forth, subject to this chapter, the terms and conditions under which a franchise will be granted and exercised.

(l) “Franchise area” means the area of the city that a cable operator is authorized to serve by its franchise.

(m) "Franchisee" means a person to whom or which a franchise is granted by the city council under this chapter and the lawful successor, transferee or assignee of said person subject to such conditions as may be defined by city ordinance and a franchise.

(n) "Gross revenues" shall have the meaning assigned to that term in a cable operator's franchise. Franchise fees are not a tax and are included in gross revenues.

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

(p) "Normal operating conditions" means those service conditions which are within the control of a cable operator. Those conditions which are not within the control of a cable operator include, but are not limited to, natural disasters, civil disturbances, power outages, telephone network outages, and severe or unusual weather conditions. Those conditions which are ordinarily within the control of a cable operator include, but are not limited to, special promotions, pay-per-view events, rate increases, regular peak or seasonal demand periods, and maintenance or upgrade of the cable system.

(q) "Person" means any individual, partnership, association, joint stock company, trust, corporation, governmental entity, or other entities, but shall not mean the City.

(r) "Rights-of-way" means land acquired or dedicated for public roads and streets. It does not include (a) state highways, unless controlled by the City; (b) land dedicated for roads, streets, and highways not opened and not improved for motor vehicle use by the public; (c) structures, including poles and conduits, located within the right of way; (d) federally granted trust lands or forest board trust lands; (e) lands owned or managed by the state parks and recreation commission; (f) federally granted railroad rights of way acquired under 43 U.S.C. Sec. 912 and related provisions of federal law that are not open for motor vehicle use; or (g) parks or other public property not used as a public right-of-way.

(s) "Service interruption" means the loss of picture or sound on one or more cable channels.

(t) "Standard installation" means an installation to subscriber premises that are located up to that distance from the existing distribution system specified in a franchise agreement as included in the normal charge for installation, or, if no such distance is specified in a franchise agreement, up to one hundred twenty-five feet (the "standard drop length") or such distance specified in applicable laws or regulations, whichever is greater.

(u) "Subscriber" means any person, including the City, that lawfully receives cable service provided by a cable operator by means of its cable system.

(v) The term "written" shall include electronic documents and correspondence.

Article 2. Grant of Franchise

Sections:

5.20.030 Franchise required

5.20.040 Application for cable franchise

5.20.050 Franchise agreement

5.20.060 Public hearing

5.20.070 City action on franchise application

5.20.080 Reimbursement of application costs

5.20.090 Franchise conditions

5.20.100 Franchise Renewal

5.20.110 Termination on account of certain assignments or appointments

5.20.030 Franchise required

The city may grant multiple nonexclusive cable franchises. No person may construct or operate a cable system in the city without a franchise granted by the city, unless otherwise allowed to do so by operation of law. No person may be granted a franchise without entering into a franchise agreement with the city pursuant to this chapter, unless otherwise allowed to do so by operation of law.

5.20.040 Application for initial cable franchise

(a) An applicant for an initial franchise to construct, operate, and maintain a cable system within the city shall file an application in a form prescribed by the city, accompanied by a nonrefundable filing fee in the amount determined by the city.

(b) The city may at any time request, and the applicant shall provide, such additional information as the city reasonably deems relevant to the city's consideration of the application.

5.20.050 Initial franchise agreement

Within a reasonable time after submission of an application and as required by applicable law, the city shall enter into negotiations with the applicant as to the terms and conditions of an initial franchise agreement.

5.20.060 Public hearing

Prior to the granting of an initial franchise, the city council shall conduct a public hearing to receive information and comments on the following:

- (a) That the public will be benefited by the granting of a franchise to the applicant;
- (b) That the terms of the proposed franchise promote the cable-related needs and interests of the city and its citizens;
- (c) That the applicant has the requisite financial and technical resources and capabilities to build, operate and maintain a cable system in the franchise area;
- (d) That the applicant will comply with all terms and conditions placed upon a franchisee by this chapter;
- (e) That the applicant is capable of complying with all relevant federal, state, and local regulations pertaining to the construction, operation and maintenance of the facilities proposed in its application for a franchise;
- (f) That there is sufficient capacity in the rights-of-way to accommodate the cable system;
- (g) That the present and future use of the rights-of-way will be compatible and consistent with the use by the cable system;
- (h) The potential disruption to existing users of the rights-of way to be used by the cable system and the resultant inconvenience which may occur to the public; and
- (i) Any other conditions that the city may reasonably deem appropriate.

5.20.070 City action on franchise application

If the city denies a cable franchise application, it shall issue a written decision stating its reasons for the denial. The City's denial of a franchise must be based on substantial evidence contained

in a written record. The applicant may seek injunctive relief of the City's denial of a franchise pursuant to RCW 35.99.030(3).

5.20.080 Reimbursement of application costs

To the extent allowed by law, after an initial franchise is granted, the applicant shall remit to the city the amount of any actual costs incurred by the city over and above the filing fee referred to in Section 5.20.040(a) (Application for cable franchise), within thirty days after receipt of an invoice from the city specifying such costs.

5.20.090 Franchise conditions

Every cable franchise granted pursuant to this chapter shall be subject to the following conditions:

(a) Any franchise granted hereunder by the city shall authorize a franchisee, subject to the provisions herein contained and the provisions of its franchise agreement:

(1) To engage in the business of operating and maintaining a cable system to provide and sell cable service to subscribers within the city; and

(2) For the sole purpose of providing cable service, to erect, install, construct, repair, replace, reconstruct, maintain and retain in, on, over, under, upon, across and along any right-of-way, such amplifiers and appliances, lines, cables, fiber, conductors, vaults, manholes, pedestals, attachments, supporting structures, and other property as may be necessary and appurtenant to the cable system; and, in addition, so to use, operate and provide similar facilities or properties rented or leased from other persons for the sole purpose of providing cable service, including but not limited to any public utility or other franchisee franchised or permitted to do business in the city. No privilege, right of eminent domain or exemption shall be granted or conferred upon a franchisee by any franchise, except those specifically prescribed therein, and any use of any right-of-way shall be consistent with any prior lawful occupancy of the right-of-way or any subsequent improvement or installation therein.

(b) In accepting any franchise, a franchisee acknowledges that its rights are subject to the legitimate rights of the police power of the city to adopt and enforce general ordinances necessary to protect the safety and welfare of the public, and it agrees to comply with all applicable general laws enacted by the city pursuant to such power.

(c) In addition to the inherent powers of the city to regulate and control any franchise it issues, the authority granted to it by federal and state law, and those powers expressly reserved by the city, or agreed to and provided for in a franchise, the right and power is hereby reserved by the city to promulgate such additional regulations as it may find necessary in the exercise of its lawful police powers.

(d) A cable franchise shall be subject to the right of the City to revoke the same for misuse, or failure to comply with any material provisions of this chapter, or any federal, state or local laws, ordinances, rules or regulations, or failure to comply with any material provision of a franchise agreement.

(e) If a cable franchise terminates, and the franchisee does not have authority independent of that franchise to maintain and operate its system in the city's rights-of-way, then, to the extent not inconsistent with 47 U.S.C. § 541(b)(3), the city may order the franchisee to remove its facilities from the franchise area within a reasonable period of time as determined by the city. In that case, any property owned by the franchisee and not removed from the rights-of-way within six (6) months from the date of the city's order shall be considered to have been abandoned by

the franchisee and will become the property of the city to do with as it may choose. If a franchisee fails to remove its facilities as provided in this paragraph, the city may have the removal done at the franchisee's expense, and any cost incurred by the city in removing the franchisee's facilities from the city's rights-of-way or property will be a claim against the franchisee.

(f) The grant of a franchise by the city shall be non-exclusive. It shall not preclude the city from granting other or further franchises or permits, or preclude the city from using any rights-of-way or other public properties or affect its jurisdiction over them or any part of them, or limit the full power of the city to make such changes, as the city shall deem necessary, including the dedication, establishment, maintenance, and improvement of all new rights-of-way and thoroughfares and other public properties.

(g) The grant of a franchise shall be for a term as provided in a franchise agreement, which shall not exceed ten (10) years; provided, however, that the city may grant a cable franchise that contains a base term with performance standards which, if met, would extend the term of the cable franchise for a defined period of time up to fifteen (15) years.

(h) A franchisee shall, where practicable, use existing towers, poles, conduits, lines, cables and other equipment and facilities. Where such facilities are not reasonably available from public utilities, a franchisee shall have the right to erect and maintain its own poles, conduits and related facilities in the rights-of-way as may be necessary for the proper construction, installation, and maintenance of its cable system, subject to applicable law.

(i) Nothing in a franchise agreement shall be deemed to waive the requirements of the various codes, laws, and ordinances of the city regarding permits, zoning, fees to be paid, or right-of-way management, or to take the place of any general license or permit required for the privilege of transacting or carrying on a business within the city as required by the ordinances and laws of the city, or for attaching devices to poles or other structures, whether owned by the city or a private entity, or for excavating or performing other work in or along the rights-of-way.

(j) No reference herein, or in any franchise agreement, to "rights-of-way" shall be deemed to be a representation or guarantee by the city that its interests or other right to control the use of such property is sufficient to permit its use for such purposes, and a franchisee shall be deemed to gain only those rights to use as are properly in the city and as the city may have the undisputed right and power to give.

5.20.100 Franchise Renewal

Franchise renewals shall be conducted in accordance with applicable law. The City and Franchisee, by mutual consent, may enter into renewal negotiations at any time during the term of a Franchise.

5.20.110 Termination on account of certain assignments or appointments

(a) To the extent not prohibited by the U.S. Bankruptcy Code, any franchise shall be deemed revoked one hundred twenty calendar days after an assignment for the benefit of creditors or the appointment of a receiver or trustee to take over the business of a franchisee, whether in a receivership, reorganization, bankruptcy assignment for the benefit of creditors, or other action or proceeding; provided, however, that a franchise may be reinstated at the city's sole discretion if, within that one hundred twenty-day period:

(1) Such assignment, receivership or trusteeship has been vacated; or

(2) Such assignee, receiver, or trustee has fully complied with the terms and conditions of this chapter and the applicable franchise agreement and has executed an agreement,

approved by a court of competent jurisdiction, under which it assumes and agrees to be bound by the terms and conditions of this chapter and the applicable franchise agreement, and such other conditions as may be established or as are required by applicable law.

(b) Notwithstanding the foregoing, in the event of foreclosure or other judicial sale of any of the facilities, equipment, or property of a franchisee, the city may revoke the franchise, following a public hearing before city, by serving notice on the franchisee and the successful bidder, in which event the franchise and all rights and privileges of the franchise will be revoked and will terminate thirty calendar days after serving such notice, unless:

(1) The city has approved the transfer of the franchise to the successful bidder;

and

(2) The successful bidder has covenanted and agreed with the city to assume and be bound by the terms and conditions of the franchise agreement and this chapter, and such other conditions as may be established or as are required pursuant to this chapter or a franchise agreement.

Article 3. System Performance and Service

Sections:

5.20.120 System performance

5.20.130 Emergency override

5.20.140 Emergency power

5.20.150 Interconnection

5.20.160 Continuity of cable service

5.20.170 Programming

5.20.120 System performance

(a) A cable operator shall comply with all applicable performance and technical standards regarding operation of its cable system, including but not limited to the technical standards set forth in 47 C.F.R. § 76.601, *et seq.*

(b) A cable operator shall develop, effect, and sustain a comprehensive routine preventive maintenance program to ensure adequate operating standards in conformance with FCC regulations.

5.20.130 Emergency override

At a minimum, a cable operator shall comply with federal laws and regulations requiring installation and maintenance of an emergency alert system (EAS).

5.20.140 Emergency power

The System shall have backup power supplies capable of operating and supplying adequate standby emergency power throughout its cable system for a period of at least four (4) hours in the event of a power loss.

5.20.150 Interconnection

(a) A cable operator shall design its cable system so that it may be interconnected with other cable systems or similar communications systems in the city and adjacent jurisdictions.

(b) Upon the request of the city, a franchisee shall initiate good-faith negotiations with any other franchisee or operator of a similar communications system to determine the practical

economic feasibility of the establishment and operation of an interconnection link and how costs may be shared equally by such franchisees or operators for both construction and operation of such a link.

(c) The interconnection shall be made within sixty (60) days of an order by the city to proceed, unless for good cause shown by the franchisee, a reasonable time extension is granted by the city.

5.20.160 Continuity of cable service

If a franchisee transfers its cable system, the franchisee shall cooperate with the city and the transferee in maintaining continuity of service to all subscribers, such that, to the extent reasonably possible, subscribers receive continuous uninterrupted service. If a cable franchise terminates, the franchisee shall cooperate with the city and any other providers of cable service in maintaining continuity of service to all subscribers, such that, to the extent reasonably possible, subscribers receive continuous uninterrupted service. This provision shall not be construed to require the franchisee to continue to provide cable service after the termination date.

5.20.170 Programming

Upon request, a franchisee shall file with the city a listing of its programming and the tiers on which it is placed. Subject to federal law, a franchisee shall be responsive to the city's suggestions of general program categories including, but not limited to, sports, weather, news, educational, music, comedy, and family.

Article 4. Rate Regulation

Sections:

5.20.180 Rate regulation

5.20.180 Rate regulation

The city reserves the right to regulate all rates and charges except to the extent it is prohibited from doing so by applicable law.

Article 5. Franchise Fee

Sections:

5.20.190 Payment of franchise fee

5.20.200 No accord or satisfaction

5.20.210 Late fees and interest

5.20.220 Discounts on bundled services

5.20.190 Payment of franchise fee

(a) During the term of any franchise granted pursuant to this chapter, every franchisee shall pay to city for the use of the rights-of-way, as well as the maintenance, improvements, and supervision thereof, a franchise fee as specified in a franchise agreement.

(b) Each payment shall be accompanied by supporting information, verified by an officer of the franchisee, containing a detailed, accurate statement of the franchisee's gross revenues and the computation of the payment amount.

5.20.200 No accord or satisfaction

No acceptance of any payment shall be construed as a release or as an accord and satisfaction of any claims the city may have for further or additional sums due or payable as a franchise fee under the franchise agreement or for the performance of any other obligation of the franchisee hereunder, or as an acknowledgement that the amount paid is the correct amount due.

5.20.210 Late fees and interest

Any unpaid fees shall be subject to interest charges computed from the due date, at the maximum allowed rate as provided under state law until the date the city receives the payment.

5.20.220 Discounts on bundled services

If a franchisee bundles cable service with non-cable service, the franchisee agrees that it will not intentionally or unlawfully allocate such revenue for the purpose of evading the franchise fee payments required under this ordinance and its franchise agreement. In the event that the franchisee or any affiliate shall bundle, tie, or combine cable services (which are subject to the franchise fee) with non-cable services (which are not subject to the franchise fee), so that subscribers pay a single fee for more than one class of service or receive a discount on cable services, a pro rata share of the revenue received for the bundled, tied, or combined services shall, to the extent reasonable, be allocated to gross revenues for purposes of computing the franchise fee. To the extent there are published charges and they are reasonable, the pro rata share shall be computed on the basis of the published charge for each of the bundled, tied, or combined services, when purchased separately. However, tariffed telecommunications services that cannot be discounted under state or federal law or regulations are excluded from the bundled allocation obligations in this Section.

Article 6. Performance Review

Sections:

5.20.230 Periodic meetings

5.20.240 System evaluation

5.20.230 Periodic meetings

Upon request, a franchisee shall meet with designated city officials and/or designated representative(s) to review the performance of the franchisee. The franchisee shall designate an officer or employee who is knowledgeable about the cable system and has decision-making authority with regard to the areas of concern identified by the city. The subjects may include, but are not limited to, customer service, technical issues or problems, franchise compliance and other areas of concern to the city regarding those items covered in the periodic reports and performance tests.

5.20.240 System evaluation

(a) In addition to periodic meetings, the city may require reasonable routine system evaluation sessions at any time during the term of a franchise, but not to exceed one evaluation per year. The city shall provide a franchisee thirty days' prior written notice of a system evaluation. Notwithstanding the foregoing, in the case of recurring problems, the city may conduct as many evaluations as are necessary.

(b) To assist in the preliminary evaluation, the city may enlist independent consultants to analyze the cable system and its performance and to submit a report of such analysis to the city.

(c) During an evaluation session, a franchisee shall fully cooperate with the city and shall provide within a reasonable time, without cost, such reasonable information and documents as the city may request to perform the evaluation.

(d) If, as a result of the evaluation session, or at any other time, the city determines that reasonable evidence exists of inadequate cable system performance, it may require a more detailed technical evaluation and analyses directed toward such suspected inadequacies. The report of such evaluation and analyses shall include at least:

(1) A description of the technical problems in cable system performance which precipitated the special tests;

(2) A description of what cable system components were tested;

(3) A description of the equipment used and the procedures employed in testing;

(4) The method, if any, by which such cable system performance problem was resolved;

(5) Any other information pertinent to said tests and analyses that may be required by the city, or determined when the tests are performed.

(e) If the tests indicate that the cable system is not in compliance with FCC standards or the requirements of a franchise, a franchisee shall reimburse the city for any costs involved in conducting such tests, as well as associated consultant fees and other expenses, as costs incidental to the enforcement of a franchise. Such fees or expenses shall not exceed fifteen thousand dollars for each evaluation. A franchisee shall have an opportunity to rebut any findings which illustrate noncompliance, and if the franchisee is found to be in compliance, then the city shall pay for the evaluation.

Article 7. Reports and Records

Sections:

5.20.250 Open books and records

5.20.260 Inspection of books and records

5.20.270 Rate schedule

5.20.280 Annual report

5.20.290 Communications with regulatory agencies

5.20.300 Confidentiality

5.20.250 Open books and records

(a) A franchisee shall manage all of its cable system operations in accordance with a policy of open books and records.

(b) The city shall retain throughout the life of any franchise the right to require such information pertaining to the operation of the franchise as it reasonably deems useful or necessary to ensure compliance with the terms of the franchise agreement and applicable law.

5.20.260 Inspection of books and records

(a) The city may inspect the records of a franchisee relating to the operation of the cable system in the franchise area during normal business hours. Such documents may include, but are not limited to, such information as financial records, subscriber records, and appropriate information and plans pertaining to a franchisee's operation in the city.

(b) Such inspections shall be conducted in a manner that will not unreasonably disrupt the franchisee's normal operations.

(c) If any books or records that relate to the cable system are not kept in the city, the franchisee shall pay all reasonable and necessary expenses incurred in making the inspection.

5.20.270 Rate schedule

Upon written request by the city, a franchisee shall submit a complete schedule of all present rates charged to all subscribers.

5.20.280 Annual report

Upon request, thirty (30) days after the end of the first quarter of each calendar year, a franchisee shall furnish an annual report of its activities as appropriate within ninety days of the end of its calendar year. Such report shall include:

- (a) The most recent annual report;
- (b) A copy of the 10-K Report, if required by the Securities and Exchange Commission;
- (c) The number of homes passed;
- (d) The number of subscribers with basic service;
- (e) The number of subscribers with cable programming service, as that term is defined in 47 U.S.C. § 543(1)(2);
- (f) The number of subscribers with premium services;
- (g) The number of installations in the period;
- (h) The number of disconnects in the period;
- (i) A summary of escalated or repeated complaints received by category, length of time taken to resolve and action taken to provide resolution;
- (j) A statement of its current billing practices and a sample copy of the bill format;
- (k) A current copy of its subscriber service contract; and
- (l) Such other reports as the city deems necessary.

5.20.290 Communications with regulatory agencies

Upon written request and subject to applicable law, a franchisee shall submit to the City copies of any applications, notifications, communications and documents of any kind, submitted by a franchisee or its Affiliates to any federal, State or local courts, regulatory agencies and other government bodies if such documents directly relate to the operations of a franchisee's Cable System within the franchise area. A franchisee shall submit such documents to the City no later than forty-five (45) days after receipt of the City's request except where there is an applicable response or filing deadline of thirty (30) days or less. A franchisee shall not claim confidential, privileged or proprietary rights to such documents unless under federal, State, or local law such documents have been determined to be confidential by a court of competent jurisdiction, or a federal or State agency.

5.20.300 Confidentiality

The City complies with requests for public records, under the State Public Records Acts, Ch. 42.56 RCW. The City agrees to keep confidential any identified proprietary or confidential books or records of a franchisee to the extent permitted by law. A franchisee shall be responsible for clearly and conspicuously identifying the records as confidential or proprietary. For confidential or proprietary books and records, the franchisee shall accommodate the review of these books and records through a Non-Disclosure Agreement negotiated with a City designated third-party consultant. For purposes of this Section, the following items to be subject to its

definition of "proprietary or confidential" including, but not limited to, information relating to the Cable System design, customer lists, marketing plans, financial information unrelated to the calculation of franchise fees or rates pursuant to FCC rules, or other information that is reasonably determined by the Grantee to be competitively sensitive.

Article 8. Enforcement

Sections:

5.20.310 Enforcement procedures and remedies

5.20.320 Fines

5.20.330 Revocation

5.20.340 Security fund

5.20.310 Enforcement procedures and remedies

(a) If the city determines that a cable operator has failed to perform any obligation under this chapter or has failed to perform in a timely manner, the city may make a written demand on the cable operator that it remedy the violation.

(b) If the violation is not remedied or in the process of being remedied to the satisfaction of the city within a reasonable time period following a written demand or order to cure, the city may:

- (1) Enforce the provisions of this chapter through injunctive proceedings, an action for specific performance, or any other appropriate proceedings;
- (2) Impose a fine upon the cable operator pursuant to Section 5.20.320;
- (3) Assess against the cable operator any monetary damages provided for such violation in any agreement between the cable operator and the city;
- (4) Assess and withdraw the amounts specified above from the cable operator's performance bond, security fund or other applicable security instrument;
- (5) Revoke the franchise pursuant to Section 5.20.330; or
- (6) Pursue any legal or equitable remedy available under any applicable law or under any agreement between the cable operator and the city.

(c) Remedies available to the city for violations under this chapter and under a franchise agreement shall be construed, except as otherwise provided in this chapter, as cumulative and not alternative.

(d) A cable operator shall pay civil penalties or liquidated damages within 30 days after receipt of notice from the city.

(e) The filing of an appeal to any regulatory body or court shall not stay or release the obligations of a cable operator under applicable law or any agreements with the city.

(f) An assessment of liquidated damages or civil penalties does not constitute a waiver by the city of any other right or remedy it may have under applicable law or agreements, including the right to recover from the cable operator any additional damages, losses, costs, and expenses, including actual attorney fees, that were incurred by the city by reason of the violation. However, the City's election of liquidated damages under the franchise agreement shall take the place of any right to obtain actual damages over and above the payment of any amounts otherwise due. This provision may not be construed to prevent the city from electing to seek actual damages for a continuing violation if it has imposed civil penalties or liquidated damages for an earlier partial time period for the same violation.

5.20.320 Fines

Any person found violating, disobeying, omitting, neglecting or refusing to comply with any of the provisions of this chapter shall be guilty of a misdemeanor. Upon conviction any person violating any provision of this chapter shall be subject to a fine of up to one thousand dollars or by imprisonment for a period of up to ninety days, or both such fine and imprisonment. A

separate and distinct violation shall be deemed committed each day on which a violation occurs or continues.

5.20.330 Revocation

(a) A cable franchise may be revoked for the following reasons:

- (1) Failure to perform any material obligation under its franchise agreement or applicable law;
- (2) Willful failure for more than three (3) days to provide continuous cable service; or
- (3) Attempt to evade any material provision of the franchise agreement or applicable law, or to practice any fraud or deceit upon the city or subscribers.

5.20.340 Security fund

A franchisee shall comply with all provisions of its franchise agreement regarding a letter of credit and performance bond.

(a) A security fund may be utilized by the city for the following purposes: (1) reimbursement to the city by reason of a franchisee's failure to pay the city any sums due under the terms of this chapter or a franchise; (2) reimbursement to the city for reasonable costs and damages borne by the city to correct franchise violations not corrected by a franchisee after due notice; (3) monetary remedies or damages assessed against a franchisee due to default or violations of a franchise or this chapter; and (4) any other lawful purpose.

(b) If a franchisee is in default under this chapter or a franchise, or if a franchisee fails to pay the city any franchise fees, damages, or monetary sanctions, or if a franchisee fails to perform any of the conditions lawfully imposed by the city, the city may withdraw from the security fund an amount sufficient to compensate the city's costs and damages, with interest at the maximum legal rate under state law, or twelve percent, whichever is less.

(c) Upon such withdrawal, the city shall notify the franchisee in writing, by certified mail, of the amount and date thereof. Within thirty days of mailing notice to a franchisee that the city has withdrawn funds from the security fund, a franchisee shall deposit such further bond or sum of money, or other security, as deemed sufficient to meet the requirements of this chapter.

Article 9. Transfers

Sections:

5.20.350 Transfers

5.20.350 Transfers

A franchisee shall comply with all provisions of its franchise agreement regarding transfers, ownership and control.

Article 10. Administration

Sections:

5.20.360 Administration

5.20.360 Administration

The city council reserves the right to delegate its authority for franchise administration to a designated agent.

Article 11. Cable Consumer Protection General Provisions

Sections:

5.20.370 Policy

5.20.380 Cable operator duties

5.20.390 Scope of Cable Consumer Protection

5.20.400 Meeting standards specified by percentages of time

5.20.410 Initial grace period

5.20.370 Policy

(a) A cable operator shall be permitted to resolve Subscriber complaints prior to action or involvement by the city. If a complaint is not resolved by a cable operator to a Subscriber's satisfaction, the city may intervene.

(b) These standards are intended to be of general application; however, a cable operator shall be relieved of any obligations hereunder if it is unable to perform due to circumstances beyond its Normal Operating Conditions. A cable operator may, and is encouraged to, exceed the standards set forth in this Chapter for the benefit of its Subscribers.

5.20.380 Cable operator duties

A cable operator shall satisfy the customer service standards set forth in this Chapter and any additional or stricter requirements established by regulations of the FCC or other applicable federal, state, or local law or regulation.

5.20.390 Scope of Cable Consumer Protection

These provisions do not prevent or prohibit:

(a) The city and a cable operator from agreeing to customer service requirements that exceed the standards set forth in this Chapter; or

(b) The city from enacting or enforcing any lawful customer service or consumer protection laws or regulations.

5.20.400 Meeting standards specified by percentages of time

Where standards must be met a certain percentage of the time, as specified herein, a cable operator must adopt policies designed to meet those standards in all cases, and in no event shall intentionally violate the standards. However, a cable operator shall not be subject to penalties or liquidated damages if it unintentionally fails to meet the standards in particular cases, so long as the cable operator meets the standards the specified percentage of the time.

5.20.410 Initial grace period

Other than for violations of Article 10 (Rights of Individuals) and Article 11 (Anti-Competitive Actions) of this Chapter, a cable operator shall not be subject to penalties, liquidated damages, or other monetary sanctions for violations of the customer service standards set forth in this Chapter that occur during the first six months after the cable operator first begins to provide cable service within the boundaries of the city, unless such violations involve fraud or willful misconduct. This exemption does not apply to cable operators furnishing cable service in the City as of the effective date of this Chapter.

Article 12. Office and Telephone Access and Complaints

Sections:

5.20.420 Local business office

5.20.430 Telephone access

5.20.440 Complaints

5.20.420 Local business office

A Cable Operator must maintain, at a minimum, one (1) bill payment location in the City or in a neighboring community serving a larger regional area of the Cable Operator's Cable System. The location shall be open Monday through Saturday, excluding legal holidays, with sufficient hours necessary to meet Subscriber demand. If the location is required to relocate, the Cable Operator shall be allowed a reasonable period of time to establish a new location.

5.20.430 Telephone access

(a) A cable operator shall maintain a local, toll-free or collect call telephone access line which will be available to its subscribers 24 hours a day, seven days a week for service/repair requests.

(b) Qualified and trained customer service representatives will be available to respond to customer telephone inquiries and service/repair requests during normal business hours.

(c) After normal business hours, the access line may be answered by an answering service. Inquiries and service/repair requests received after normal business hours shall be responded to by a trained company representative on the next business day.

(d) Under normal operating conditions, telephone answer time by a customer representative, including wait time, shall not exceed thirty (30) seconds when the connection is made. If the call needs to be transferred, transfer time shall not exceed thirty (30) seconds. These standards shall be met no less than ninety (90) percent of the time under normal operating conditions, measured on a quarterly basis. (e) Under normal operating conditions, a subscriber will receive a busy signal less than three (3) percent of the time.

5.20.440 Complaints

(a) A cable operator shall establish written procedures for receiving, acting upon, and resolving complaints without intervention by the city (except where necessary). Said written procedures shall describe a simple process by which any customer may submit a complaint by person, telephone, or in writing to the cable operator regarding a disputed matter, or an alleged violation of:

- (1) Any provision of these standards;
- (2) Any terms or conditions of the customer's contract with the cable operator; or
- (3) Reasonable business practices.

(b) Upon request, a cable operator's complaint procedures shall be filed with the city.

(c) Complaints by any subscriber may be filed with a cable operator in writing or delivered to the cable operator orally, in person or by telephone.

(d) Any complaints regarding service interruption received from subscribers by a cable operator or referred to the cable operator by the city shall be investigated by the cable operator within seventy-two (72) hours of receipt. Any complaints not regarding service interruption

received from subscribers by a cable operator or referred to the cable operator by the city shall be investigated seventy-two (72) hours of receipt.

(e) For complaints other than service interruptions, if a complaint is sent to a cable operator by the city, the cable operator shall respond to the city and report on the status of that complaint seventy-two (72) hours of receipt that the city delivers the complaint to the cable operator.

(f) For complaints other than service interruptions, within fifteen (15) days after receiving a complaint from a subscriber, a cable operator shall notify the subscriber of the results of its investigation and its proposed action or credit. A cable operator shall also notify the subscriber of the subscriber's right to file a complaint with the city in the event the subscriber is dissatisfied with the cable operator's decision, and shall explain the necessary procedures for filing such complaint with the city.

(g) A cable operator shall keep a maintenance service log that will indicate the nature of each complaint, the name of the employee of the cable operator receiving the complaint, the date and time it was received, the disposition of the complaint and the time and date thereof. In said log the cable operator shall state the specific steps taken by the cable operator to remedy the complaint. This log shall be provided to the city, upon request, or made available by the cable operator for periodic inspection by the city at the cable operator's local office.

(h) The procedure for reporting and resolving complaints shall be stated in writing by every cable operator to each of its subscribers at the time of initial installation of cable service to the cable system, at least annually thereafter, and at any time upon request.

Article 13. Cable Installation and Repair Standards

Sections:

- 5.20.450 General service standards
- 5.20.460 Appointments
- 5.20.470 Installation standards measured on a quarterly basis
- 5.20.480 Extension of service
- 5.20.490 Response to service request
- 5.20.500 Charges for installation and service
- 5.20.510 Cable drops
- 5.20.520 Underground and above-ground installations

5.20.450 General service standards

(a) A cable operator shall render efficient cable service, make prompt repairs, and interrupt cable service on the cable system only for good cause and for the shortest time possible. Scheduled interruptions that the Cable Operator anticipates will last more than four (4) hours shall occur during periods of minimum use of the Cable System as reasonably determined by the Cable Operator.

(b) A cable operator shall maintain sufficient staff and facilities to handle properly and adequately respond to cable system maintenance, requests for service and repairs, and complaints.

(c) If a customer calls to report poor signal quality or interruptions attributable to the Cable Operator's equipment, the Cable Operator shall begin working on the problem no later than the next day following the Customer's call, provided that the Customer is available or at such later time as is convenient to the Customer. If an appointment is necessary, the Customer may choose a four (4)

hour block of time during normal business hours or such other time that is convenient for the Customer.

(d) A Cable Operator shall initiate repairs to Customer reported service interruptions, for any cause beyond the control of the Cable Operator, within twenty-four (24) hours after the conditions beyond its control have been corrected.

(e) In the event of a system outage (loss of reception on all channels) resulting from cable operator equipment failure affecting ten or more customers, a cable operator shall respond in accordance with its outage response procedures and shall remedy the problem as quickly as possible.

(f) Upon discovery of an outage affecting three (3) or more Customers, the Cable Operator shall initiate its outage repair process within two (2) hours, under normal operating conditions.

(g) The Cable Operator will track and record all outages and service interruptions that occur within the Franchise Area.

5.20.460 Appointments

(a) Customers requesting installation of cable service or adding service to an existing installation may choose an appointment window consisting of a four-hour time block between Normal Business Hours or another block of time mutually agreed upon by the customer and a cable operator.

(b) The date set by a cable operator for a standard installation appointment shall be no more than seven calendar days from the date of the request, unless the subscriber, specifically requests a later date.

(c) A cable operator may schedule service calls and other installation activities outside of normal business hours for the express convenience of the customer.

(d) A cable operator may not cancel an appointment with a subscriber after the close of business on the business day preceding the appointment.

(e) If a cable operator's representative is running late for an appointment with a subscriber and is not able to keep the appointment as scheduled, the subscriber shall be contacted. The appointment shall be rescheduled, as necessary, at a time convenient to the subscriber. If the customer is absent when the technician arrives, the technician shall leave hardcopy written notification of timely arrival.

5.20.470 Installation standards measured on a quarterly basis

Under normal operating conditions, each of the following standards shall be met by a cable operator no less than 95% of the time, measured on a quarterly basis:

(a) A cable operator shall complete a standard installation within seven business days after receipt of a request, excluding time required to obtain necessary permits, in all areas that are located up to one hundred and fifty (150) feet from the existing distribution cable system.

(b) Excluding conditions beyond the control of a cable operator, the cable operator will begin working on a service interruption promptly and in no event later than 24 hours after the interruption becomes known.

5.20.480 Extension of service

If the Customer requests a non-standard installation, or the Cable Operator determines that a non-standard installation is required, the Cable Operator shall, in a timely manner, provide the Customer in advance with a total installation cost estimate and an estimated date of completion.

5.20.490 Response to service request

(a) A cable operator has responded to a request for service under the provisions of this section when a technician arrives at the service location within the agreed upon time.

(b) If a subscriber is not home when the technician arrives, a response is considered to have taken place if the technician leaves hardcopy written notification of the technician's timely arrival.

5.20.500 Charges for installation and service

(a) Except as federal law may otherwise provide, a cable operator may not charge a subscriber any cost other than its standard installation rate for a standard installation of a single outlet, unless the cable operator demonstrates to the city's satisfaction that extraordinary circumstances justify a higher charge.

(b) Except as federal law may otherwise provide, a cable operator may not charge a subscriber for a service call unless the service request can be demonstrated (1) both to have been repeated and not to have been based on a problem originating with the cable system, or (2) to involve subscriber negligence or misuse of equipment.

5.20.510 Cable drops

(a) Except as applicable law otherwise may require, if a drop exceeds the standard drop length, a cable operator may charge a subscriber for the cable operator's actual costs of labor and materials associated with installing the drop beyond the standard drop length if the drop length in excess of the standard drop length is necessary due to engineering requirements.

(b) If a 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 cost estimate and an estimated date of completion.

(c) As long as there is no conflict with applicable law, a subscriber's preference for the point of entry into the residence shall be observed whenever feasible.

(d) A cable operator shall use due care in the process of installation and shall repair any damage to a subscriber's property caused by the installation. The restoration shall be undertaken as soon as possible after the damage was incurred and shall be completed within no more than 30 days after the damage is incurred, subject to reasonable landscaping limitations or weather conditions.

5.20.520 Underground and above-ground installations

(a) In locations where a cable operator's system is underground, drops shall be placed underground as well.

(b) Except as federal law may otherwise require, in an area where a cable operator would be entitled to install a drop above ground, the cable operator, if requested by the homeowner, shall install the drop underground but may charge the homeowner the difference between the actual cost of labor and materials for the above-ground installation and the actual cost of labor and materials for the underground installation.

(c) Absent unusual circumstances, all underground cable drops from the curb to the home shall be buried within a reasonable period of time from the initial installation, or at a time mutually agreed upon between the cable operator and the customer. In all instances, the cable operator must comply with the state's One Call requirements.

Article 14. Communications with Subscribers

Sections:

5.20.530 Written communications to subscribers

5.20.540 Annual notice to subscribers

5.20.550 Notification of changes

5.20.560 Telephone communication with customer service representatives

5.20.570 In-person communication with subscribers

5.20.580 Internet presence

5.20.590 Customer contract

5.20.530 Written communications to subscribers

A cable operator must take appropriate steps to ensure that all written cable operator promotional materials, announcements and advertising of cable service to subscribers and the general public, where price information is listed in any manner, clearly and accurately discloses price terms. In the case of telephone orders, a cable operator will take appropriate steps to ensure that prices and terms are clearly and accurately disclosed to potential subscribers in advance of taking the order.

5.20.540 Annual notice to subscribers

At the time service is installed to a subscriber and at least once annually afterwards, and at any time on request, a cable operator shall provide each subscriber and the city, upon request, with hardcopy written information (or, if the subscriber affirmatively requests the information in electronic form, electronic written information) concerning:

- (a) Products and services offered;
- (b) Prices, including a schedule of rates and charges, and options for programming services and conditions of subscription to programming and other services;
- (c) Installation and service maintenance policies;
- (d) Written instructions on how to use the cable services;
- (e) Channel positions of programming carried on the cable system;
- (f) The cable operator's billing, collection, disconnection and reconnections procedures and late charge procedures;
- (g) Complaint procedures for investigation and resolution of Customer service complaints, including the address and telephone number of the Cable Operator's office(s);
- (h) The city official responsible for regulating the franchise, including the name, telephone number, and, if possible, e-mail address of the official;
- (i) The address and phone number of the Customer Service Department that is responsible for handling cable questions and complaints for the Cable Operator. This information shall be prominently displayed in the installation packet;
- (j) Days, hours of operation and location(s) of service centers;
- (k) A copy of the service contract applicable to the subscriber, if any;
- (l) A written notice regarding subscribers' privacy rights pursuant to 47 U.S.C. § 551;
- (m) Use and availability of parental control/lock-out devices and the cost, if any, for the use of such devices; and
- (n) Special services or equipment available for subscribers with disabilities and explanations for how to obtain and use them.

5.20.550 Notification of changes

(a) Unless otherwise expressly permitted by applicable law, a cable operator shall provide to all cable subscribers and to the city at least 30 days' hardcopy written notice before the implementation of any change in rates, programming services, channel positions, business hours, legal holidays, or procedures for responding to inquiries after normal business hours, unless such change is beyond the control of the cable operator, in which case the cable operator shall provide the maximum possible notice up to the 30 days specified herein.

(b) In addition to the requirement of Section 5.20.610(a) (Notification of changes), a cable operator shall give at least 30 days' hardcopy written notice to subscribers and to the city before implementing any rate or service change, unless otherwise expressly permitted by applicable law. Such notice shall state the precise amount of any rate change and briefly explain in readily understandable fashion the cause of the rate change (e.g., inflation, change in external costs, addition/deletion of channels). When the change involves the addition or deletion of channels, each channel added or deleted must be separately identified. For purpose of the carriage of digital broadcast signals, the operator need only identify for subscribers the television signal added and not whether that signal may be multiplexed during certain day parts.

5.20.560 Telephone communication with customer service representatives

(a) All employees of the Cable Operator shall be courteous, knowledgeable and helpful and shall provide effective and satisfactory service in all contacts with Customers.

(b) A Cable Operator shall have the appropriate policies and procedures in place to provide credits, waive fees, schedule service appointments and change billing cycles, where appropriate. Any Subscriber difficulties that cannot be resolved by a customer service representative shall be referred to the appropriate supervisor who shall contact the subscriber within twenty-four hours and attempt to resolve the problem within such time frame as is agreeable to the subscriber and the cable operator.

5.20.570 In-person communication with subscribers

(a) All officers, agents, and employees of a cable operator or its contractors or subcontractors who are in personal contact with subscribers shall wear on their outer clothing identification cards bearing their name and photograph. A cable operator shall make all reasonable efforts to account for all identification cards at all times.

(b) Every vehicle of a cable operator shall be visually identified to the public as working for the cable operator. Every vehicle of a subcontractor or contractor shall be labeled with the name of the contractor or subcontractor, and shall be further identified as contracting or subcontracting for a cable operator.

5.20.580 Internet presence

A cable operator is encouraged to maintain an Internet web presence to facilitate more customer service communication methods. The following services are suggested to be available on the web site: the ability to sign up for service; and receive responses to complaints and other subscriber inquiries and requests.

5.20.590 Customer contract

A cable operator shall not enter into a contract with any subscriber that is in any way inconsistent with the terms of these customer service standards, the cable operator's franchise with the city, or applicable laws and regulations.

Article 15. Billing

Sections:

5.20.600 General standards

5.20.610 Refunds

5.20.620 Credits

5.20.630 Payment information; late fees

5.20.640 Deposits

5.20.650 Billing inquiries

5.20.600 General standards

(a) Bills shall be clear, concise, and understandable.

(b) Bills shall fully itemize cable services, equipment, and any other items for which a cable operator charges a subscriber, including basic and premium service charges and equipment charges.

(c) Bills shall clearly delineate all activity during the billing period, including optional charges, rebates, and credits.

(d) The first billing statement after a new installation or service change will be prorated as appropriate and will reflect any deposit.

5.20.610 Refunds

Refund to subscribers shall be issued promptly, but no later than:

(a) The subscriber's next available billing cycle or 30 days following resolution of the refund request; or

(b) The return of all equipment supplied by the cable operator if cable service is terminated.

5.20.620 Credits

(a) Credits for cable service or equipment shall be issued no later than a subscriber's next billing cycle following the determination that a credit is warranted.

(b) The account of any subscriber shall be credited a prorated share of the monthly charge for cable service, upon the reasonably prompt request of a subscriber, or without a subscriber's request if the cable operator is aware of an outage and can identify the affected subscribers, if under normal operating conditions the subscriber is without cable service for a period that exceeds any 24-hour period, or cable service is substantially impaired for any reason for a period that exceeds any 24-hour period.

(c) The provisions of the preceding paragraph 5.20.280(b) do not apply if it can be documented that a subscriber seeks a refund for an outage or impairment that the subscriber caused, or a planned outage occurred between the hours of 12:00 midnight and 6:00 a.m..

5.20.630 Payment information; late fees

(a) A cable operator's billing statement shall show a specific payment due date.

(b) If a balance due is not received by the date for which the cable service being billed is rendered, a cable operator may assess a late fee in accordance with applicable law.

(c) Any late fee shall appear on the following month's billing statement.

(d) A subscriber may not be charged a late fee or otherwise penalized for any failure by a cable operator, including a failure to timely or correctly bill the subscriber or a failure to properly credit the subscriber for a payment timely made.

5.20.640 Deposits

(a) A cable operator may require a reasonable, nondiscriminatory deposit on equipment provided to subscribers, in addition to any allowable monthly rental fees.

(b) Whether to require deposits, the amount, and the terms and conditions of a deposit is within a Cable Operator's reasonable business discretion, subject to the requirement of fair dealings with Subscribers. All deposits shall be returned to the subscriber within 30 days after return of the equipment.

5.20.650 Billing inquiries

If a subscriber requests a written response to a written billing inquiry, a cable operator shall respond in writing (in hardcopy if the subscriber so requests it or if the subscriber's request is in hardcopy) within 30 days of receipt.

Article 16. Disconnection and Reconnection

Sections:

5.20.660 Termination of cable service by subscriber

5.20.670 Disconnection of cable service by operator

5.20.680 Reconnection of cable service

5.20.660 Termination of cable service by subscriber

(a) A subscriber may terminate or downgrade cable service at any time, subject to applicable law and contractual agreements, if any, provided the Subscriber provides notice to the Cable Operator.

(b) Subject to applicable law and contractual agreements, if any, there will be no charge for disconnection. Any downgrade charges will conform to applicable law.

(c) This Chapter does not limit a Cable Operator's right to recover any unpaid balance owing on the account and procure the return of all applicable cable communications equipment.

(d) For equipment procurement, a Cable Operator will offer convenient return options, including a no cost pick-up service, to aid the timely return of any associated equipment from the Subscriber.

(e) If a Subscriber is eligible to receive a refund associated with the termination, the Cable Operator shall issue such refund within a reasonable period of time after receiving notice and any associated equipment from the Subscriber.

5.20.670 Disconnection of cable service by operator

(a) Subject to applicable law, a Cable Operator shall have the right to involuntarily terminate Cable Service with a Subscriber. Involuntary terminations shall be non-discriminatory, with cause, advanced notification, and include an opportunity for the Subscriber to remedy the situation prior to termination. A Cable Operator shall have the right to charge a

Subscriber for such termination, consistent with applicable law, and reinstate Cable Service to a terminated Subscriber upon payment in full of all proper fees or charges, including the payment of any reconnection charges.

(b) If any Subscriber fails to pay a properly due monthly Subscriber's fee, or any other properly due fee or charge, a Cable Operator may disconnect the Subscriber's service; provided, however, that such disconnection shall not be effected until thirty (30) days after the due date of the monthly Subscriber fee or charges and shall include a minimum ten (10) days' written notice to the Subscriber of the intent to disconnect.

5.20.680 Reconnection of cable service

A cable operator shall reconnect cable service to a subscriber who wishes to have the subscriber's cable service restored if the subscriber first satisfies any previously owed obligations, as per the Cable Operator's reconnection policies.

Article 17. Changes in Cable Service

Sections:

5.20.690 Notice of change of service

5.20.700 Charges for authorized cable services only

5.20.710 Requirement to purchase cable service other than basic service

5.20.690 Notice of change of service

When a cable operator substantially alters the cable service it provides to a class of subscribers, the cable operator shall provide each subscriber notice as required by applicable law.

5.20.700 Charges for authorized cable services only

A cable operator may not charge for any cable service or product that the subscriber has not affirmatively indicated the subscriber wishes to receive. Payment of the regular monthly bill does not in and of itself constitute such an affirmative indication.

5.20.710 Requirement to Purchase Cable Service Other than Basic Service

Subject to federal law, a cable operator that is not subject to effective competition may not require a subscriber to purchase a cable service other than basic service as a condition of purchasing premium or pay-per-view programming.

Article 18. Parental Control

Section:

5.20.720 Parental control

5.20.720 Parental control

Upon the request of a subscriber, a cable operator shall make available to each subscriber, either for rent or for purchase or both, the option of blocking the video and audio portion of any channel or channels of programming entering the subscriber's home. The control option shall be made available to all subscribers requesting it at the time that cable service is provided or within a reasonable time thereafter.

Article 19. Rights of Individuals

Sections:

5.20.730 Discrimination prohibited

5.20.740 Privacy

5.20.730 Discrimination Prohibited

(a) In connection with rates, charges, facilities, rules, regulations and in all of a cable operator's services, programs or activities, and all of a cable operator's hiring and employment in the city, there shall be no discrimination by a cable operator or by a cable operator's employees, agents, contractors, subcontractors or representatives against any person because of sex, age (except minimum age and retirement provisions), race, creed, national origin, sexual orientation, marital status or the presence of any disability, including sensory, mental or physical handicaps (unless based upon a bona fide occupational qualification). This requirement shall include, but not be limited to, the following practices: employment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

(b) Cable service shall not be denied to any group of potential residential subscribers because of the income of the residents of the local area in which such group resides.

(c) A cable operator shall not violate any applicable law regarding nondiscrimination.

(d) Nothing in this section shall be deemed to prohibit the establishment of a graduated scale of charges and classified rate schedules to which any subscriber coming within such classification would be entitled, or to prevent a cable operator from waiving or modifying connection and/or service charges on a nondiscriminatory basis during promotional campaigns.

5.20.740 Privacy

A cable operator shall at all times protect the privacy rights of all subscribers under all applicable law, including, but not limited to, Section 631 of the Cable Act, 47 U.S.C. § 551.

Article 20. Anti-Competitive Actions

Sections:

5.20.750 Anti-competitive actions

5.20.750 Anti-competitive actions

A cable operator may not engage in unlawful acts that have the purpose or effect of limiting competition for the provision of cable service or services similar to cable service within the boundaries of the city.

Article 21. Miscellaneous Provisions

Sections:

5.20.760 Services for customers with disabilities

5.20.770 Notice/work

5.20.780 Captions

5.20.790 Severability

5.20.800 Costs

5.20.810 Compliance with applicable law

5.20.820 Effective Date

5.20.760 Services for customers with disabilities

(a) For any subscriber with a disability or who is otherwise mobility-impaired, a cable operator shall at no charge deliver and pick up converters and other cable operator equipment at the subscriber's home. In the case of a malfunctioning converter or such other equipment, the technician shall provide another converter or such other equipment, hook it up and ensure that it is working properly, and shall return the defective converter or such other equipment to the cable operator.

(b) A cable operator shall work cooperatively with any services that allow hearing-impaired subscribers to contact the cable operator by telephone.

5.20.770 Notice/work

Except in the case of an emergency involving public safety or service interruption to a large number of subscribers, the 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. In the case of an emergency, however, 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. Any work on private property shall be conducted in accordance with an agreement between the cable operator and the property owner. If damage is caused by any cable operator activity, the cable operator shall reimburse the property owner one hundred percent of the cost of the damage or replace or repair the damaged property to as good a condition as before the cable operator's activity commenced. Affected property owners shall be notified in advance of major construction or installation projects in adjacent rights-of-way.

5.20.780 Captions

The captions to sections are inserted solely for information and shall not affect the meaning or interpretation of this title.

5.20.790 Severability

If any section, subsection, sentence, clause, phrase or portion of this title is for any reason held invalid or unenforceable by any court or agency of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions hereof.

5.20.800 Costs

Except where otherwise expressly stated herein, all costs incurred by a cable operator in connection with any provision of this title shall be borne by the cable operator.

5.20.810 Compliance with applicable law

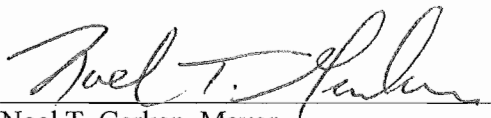
A cable operator shall comply with all applicable federal, state and local laws, rules and regulations, ordinances and resolutions for the deployment of Cable Services under this Chapter and a Franchise. Where a Franchise conflicts with provisions of this Chapter, the Franchise shall control.

Section 2. Severability. If any section, paragraph, sentence, clause or phrase of this ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid

for any reason, or should any portion of this ordinance be preempted by state or federal law or regulation, such decision or preemption shall not affect the validity of the remaining portions of this ordinance or its application to other persons or circumstances.

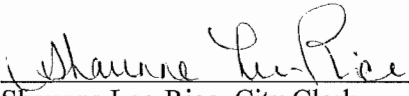
Section 3. Effective Date. A Summary of this ordinance shall be published in the official newspaper of the City, and shall take effect and be in full force five days after adoption and publication.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF MAPLE VALLEY, WASHINGTON
ON THIS 13th DAY OF DECEMBER, 2010.



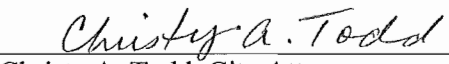
Noel T. Gerken, Mayor

ATTEST:



Shaunna Lee-Rice, City Clerk

APPROVED AS TO FORM:



Christy A. Todd, City Attorney

Date of Publication: December 21, 2010
Effective Date: December 26, 2010