



Legislation Text

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**CITY OF SEATTLE**  
**ORDINANCE \_\_\_\_\_**

**COUNCIL BILL \_\_\_\_\_**

AN ORDINANCE relating to the City’s Cable Communications Ordinance; amending Chapter 21.60 of the Seattle Municipal Code to reflect advances in technology and changes in federal law, to create a logical organization of the Chapter for ease of reference, to promote competition in cable services, to enhance consumer protection, and to reserve the City’s authority in a fluid regulatory environment; updating the membership requirements and duties of the Citizens’ Telecommunications and Technology Advisory Board, renaming it the Community Technology Advisory Board, and moving the requirements and duties of the Board from Chapter 21.60 to Chapter 3.22; renaming Subtitle V of Title 21 and Chapter 21.60; amending Sections 3.02.125, 21.60.010, 21.60.020, 21.60.030, 21.60.040, 21.60.050, 21.60.060, 21.60.080, 21.60.090, 21.60.100, 21.60.110, 21.60.120, 21.60.130, 21.60.140, 21.60.150, 21.60.160, 21.60.170, 21.60.180, 21.60.190, 21.60.200, 21.60.210, 21.60.220, 21.60.240, 21.60.250, 21.60.260, 21.60.270, 21.60.280, 21.60.800, 21.60.820, and 21.60.830; repealing Sections 21.60.230, 21.60.290, 21.60.295, 21.60.300, 21.60.310, 21.60.320, 21.60.330, 21.60.340, 21.60.350, 21.60.360, 21.60.370, 21.60.380, 21.60.390, 21.60.400, 21.60.440, 21.60.450, 21.60.460, 21.60.470, 21.60.480, 21.60.490, 21.60.500, 21.60.510, 21.60.520, 21.60.530, 21.60.540, 21.60.550, 21.60.560, 21.60.570, 21.60.580, 21.60.590, 21.60.600, 21.60.620, 21.60.630, 21.60.640, 21.60.650, 21.60.660, 21.60.670, 21.60.680, 21.60.690, 21.60.700, 21.60.710, and 21.60.810; and adding Sections 3.22.050, 21.60.070, 21.60.125, 21.60.825, 21.60.840, and 21.60.850 of the Seattle Municipal Code; and repealing Ordinance 123461.

WHEREAS, the City of Seattle is the local franchising authority authorized to regulate cable service; and

WHEREAS, Chapter 21.60 of the Seattle Municipal Code, the City’s Cable Communications Ordinance (“Cable Code”), was enacted by Ordinance 105427 in 1976, to provide for the granting and renewal of cable franchises and their terms and conditions; and

WHEREAS, the Cable Code was last amended in substance by Ordinance 120775 in 2002 to update the standards related to customer service, consumer protection and privacy for Seattle’s cable customers within Subchapter II of the Cable Code, the Cable Customer Bill of Rights; and

WHEREAS, major restructuring of cable and telecommunications law and regulation at the federal level has

occurred due to passage of the Cable Communications Policy Act of 1984, the Cable Television Consumer Protection and Competition Act of 1992, and the Telecommunications Act of 1996; and

WHEREAS, although internet service is currently unregulated, due to discussions occurring nationally about the need for regulatory oversight of internet service as a vital and integral service, the City desires to reserve its rights to protect internet consumers to the fullest extent in the event of a change in federal law or regulation by the Federal Communications Commission; and

WHEREAS, updates to the Cable Code are needed to better organize it and to make it easier to read and understand, to repeal outdated, complicated and unnecessary provisions and processes, and to ensure consistency with federal law; and

WHEREAS, amendments to the Cable Code are also needed to reflect current City practices, in particular the need to ensure that benefits of cable competition accrue to all residents regardless of income level; and

WHEREAS, many technological advances in communications technology have occurred since the Cable Code and its amendments were enacted; and

WHEREAS, these advances include the ongoing transition of traditional communications services, like cable television, to internet applications delivered over broadband networks; and

WHEREAS, this transition creates a need for the City to ensure that such innovations serve the public interest; and

WHEREAS, in this changing environment, the City has determined that the public's interest will best be served by expanding the duties of the current Office of Cable Communications to include monitoring of broadband technologies and assisting in related policy development; and

WHEREAS, as cable and broadband technology advances, the City has determined that it is also necessary to update the membership requirements and duties of the Citizens' Telecommunications and Technology Advisory Board (CTTAB), rename CTTAB as the Community Technology Advisory Board (CTAB), and move such membership requirements and duties from Chapter 21.60 to Chapter 3.22 of the Seattle

Municipal Code; and

WHEREAS, the City of Seattle desires to amend its Cable Code to promote competition in cable service, ensure equitable distribution of the benefits of such competition, enhance consumer protection, and reserve the City’s rights in a fluid regulatory environment; NOW THEREFORE,

**BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:**

Section 1. The name of Subtitle V of Title 21, which name was enacted by ordinance 109560, is amended as follows:

**Subtitle V - ((CATV)) Cable Television**

Section 2. The name of Chapter 21.60, which name was enacted by ordinance 109560, is amended as follows:

**Chapter 21.60 Cable ((Communications)) Code**

Section 3. Subsection A of Section 3.02.125 of the Seattle Municipal Code, last amended by ordinance 124473, is amended as follows:

**3.02.125 Hearing examiner filing fees**

A. The filing fee for a case before the City Hearing Examiner is \$85.00, with the following exceptions:

<b>Basis for Case</b>	<b>Fee in dollars</b>
Revocation of Admission Tax Exemption (Section 5.40.085 .....	No fee
((Cable Communications)) Cable Code (Chapter 21.60 .....	No fee
Dangerous Animals (Chapter 9.25 .....	No fee
Energy Benchmarking Citation (Chapter 22.920 .....	No fee
Fair Contracting Practices (Chapter 14.10 .....	No fee
Fair Employment Practices Ordinance (Chapter 14.04 .....	No fee
Floating Home Moorages (Chapter 7.20 .....	85 per petitioner 255 maximum
Land Use Code Citation (Chapter 23.91 .....	No fee

Landmark Preservation Controls and Incentives (Section 25.12.530 .....	No fee
Noise Code Citation (Ch. 25.08 .....	No fee
Open Housing Ordinance (Chapter 14.08 .....	No fee
Paid Sick/Safe Leave (Chapter 14.16 .....	No fee
Public Accommodations Ordinance (Chapter 14.06 .....	No fee
Refund Anticipation Loan (Chapter 7.26 .....	5
Relocation Assistance (Chapter 20.84 .....	No fee
SDOT Citation (Chapter 15.91 .....	No fee
Tenant Relocation Assistance (Chapter 22.210 .....	No fee
Third Party Utility Billing (Chapter 7.25 .....	5
Type III or Type IV Land Use Application (Chapter 23.76 .....	No fee
Use of Criminal History in Employment Decisions (Chapter 14.17 .....	No fee
Weed and Vegetation Citation (Chapter 10.52 .....	No fee
Whistleblower Protection Code (Section 4.20.865 .....	No fee

Section 4. Section 21.60.010 of the Seattle Municipal Code, last amended by Ordinance 105427, is amended as follows:

**21.60.010 Short title ((-))**

This ((chapter shall constitute)) Chapter 21.60 constitutes the "Cable ((Communications Ordinance)) Code" of the City and may be referred to as such.

Section 5. Section 21.60.020 of the Seattle Municipal Code, last amended by Ordinance 105427, is amended as follows:

**21.60.020 Purpose ((-))**

It is the purpose of this ((chapter)) Chapter 21.60 to regulate in the public interest the operation of cable ((communications)) systems and their use of the ((public streets)) rights-of-way in the City of Seattle by: ((

~~establishing procedures for the granting and termination of franchises and the fixing of subscriber rates and charges, by prescribing rights and duties of operators and users of cable communications systems, and by providing generally for cable communications service to the citizens of Seattle.))~~

- A. Establishing procedures for the granting, renewal, modification, transfer, and termination of franchises for the provision of cable service to the residents of Seattle;
- B. Providing for the regulation of certain subscriber rates and charges, consistent with applicable law;
- C. Providing for the payment of fees and other consideration to the City for the use of the public ways and for the privilege to construct and operate cable systems;
- D. Prescribing rights and duties of operators and subscribers of cable systems;
- E. Establishing customer service and privacy standards for subscribers of cable service and other services provided over the cable system to the extent not prohibited by applicable federal and state law;
- F. Providing for the development of cable communications as a means to improve communication between and among members of the public and public institutions of the City;
- G. Providing remedies and prescribing penalties for violation of this Chapter 21.60 and any franchise granted hereunder;
- H. Promoting the availability of diverse, multimedia information resources to the community and the enhancement of educational opportunities throughout the community while ensuring that the City has the authority to act to protect the public safety and welfare in the face of a rapidly-changing industry; and
- I. Enabling the City to discharge its public trust consistent with rapidly evolving federal and state regulatory policies, industry competition, and technological development.

Section 6. Section 21.60.030 of the Seattle Municipal Code, last amended by Ordinance 120181, is amended as follows:

**21.60.030 Definitions((-))**

For the purposes of this ~~((chapter))~~ Chapter 21.60, the following terms, phrases, words, abbreviations, and their derivations ~~((shall))~~ have the meaning given in this ~~((section. When))~~ Section 21.60.030. If not inconsistent with the context, words used in the present tense ~~((shall))~~ include the future tense, words in the plural number include the singular number, and words in the singular number include the plural number.

~~((A. "Access channels" means those channels designated and maintained by a cable communications system for programming not originated or procured by the system, including, but not limited to, the local government, the educational, and the public access channels described in and required by Sections 21.60.090 through 21.60.140~~

~~B. "Advisory Board" means the Citizens' Advisory Board created in Sections 21.60.060 and 21.60.070.~~

~~C. "Basic services" shall be as defined in Section 21.60.090~~

~~D. "Cable communications system" or "CATV system," which words are used interchangeably for the purpose of this chapter, are terms describing a system employing antennae, microwave, wires, wave guides, coaxial cables or other conductors, equipment, or facilities designed, constructed, or used for the purpose of:~~

~~1. Collecting and amplifying local and distant broadcast, television, or radio signals and distributing and transmitting them;~~

~~2. Transmitting original cablecast programming not received through television broadcast signals;~~

~~3. Transmitting television pictures, film and video tape programs not received through broadcast television signals, whether or not encoded or processed to permit reception by only selected receivers; and~~

~~4. Transmitting and receiving all other signals: digital, voice, audio-visual.~~

~~E. "City" means The City of Seattle, a municipal corporation of the State of Washington in its present incorporated form or in any later reorganized, consolidated, enlarged or reincorporated form.~~

~~F. "Council" means the City Council of The City of Seattle or any future body constituting the legislative body of the City.)~~

"Access channel" means any channel or portion of a channel on a cable system required by a franchise to be set aside by a grantee for public, educational, or governmental use.

“Basic cable service” means, at minimum, all signals of domestic television broadcast stations provided to any subscriber (except a signal secondarily transmitted by satellite carrier beyond the local service area of such station, regardless of how such signal is ultimately received by the cable system), any PEG programming required by a franchise to be carried on the basic tier, and any additional video programming signals or service added to the basic tier by a grantee.

“Business day” means a day that is not a Saturday, Sunday, or federal, state, or City holiday.

“Cable service” means (a) the one-way transmission to subscribers of (i) video programming or (ii) other programming service (i.e. information that a grantee makes available to all subscribers generally), and (b) subscriber interaction, if any, that is required for the selection or use of such video programming or other programming service.

“Cable system” means a cable system as defined in Title VI of the Federal Communications Act of 1934, 47 U.S.C. § 522(7), as amended, and any implementing regulations.

“Channel” means a portion of the electromagnetic frequency spectrum that is used in a cable system and that is capable of delivering a television channel as defined by the FCC.

“City” means The City of Seattle.

"Complaint" means any issue raised by a customer that is a violation of Subchapter II of Chapter 21.60 or a statement of dissatisfaction with the grantee for any reason.

“Customer” means either a subscriber or, if applicable, any resident of the City who interacts with a grantee for purposes of establishing any communications service or, if applicable, any person who lawfully receives other services from the grantee.

"Customer service representative" or "CSR" means any person employed or contracted by the grantee to assist, or provide service to, customers, whether by answering public telephone lines, responding to email, writing service or installation orders, answering customers' questions, receiving and processing payments, or performing other customer service related tasks.

“Day” means calendar day.

“FCC” means the Federal Communications Commission, or a designated representative.

~~((G.))~~ "Franchise" means ~~((and includes))~~ any authorization granted under this ~~((chapter))~~ Chapter 21.60 in terms of a franchise, privilege, permit, license or ~~((otherwise))~~ other City authorization to construct, operate, and maintain a cable ~~((communication))~~ system within all or a specified area in the city limits. Any such authorization, in whatever form granted, ~~((shall))~~ does not ~~((mean and))~~ include any license or permit required for the privilege of transacting and carrying on a business within the city limits as required by other ~~((ordinances and laws of this))~~ City laws or regulations.

“Franchise area” means the area within the city limits where a grantee is authorized to build, expand, or use a cable system to provide cable service, pursuant to the requirements of the franchise.

“Franchise fees” means franchise fees as defined in Title VI of the Federal Communications Act of 1934, 47 U.S.C. § 542(g), as amended, and any implementing regulations.

~~((H.))~~ "Grantee" means any person, firm, or corporation granted a franchise by the City under this ~~((chapter))~~ Chapter 21.60 and the lawful successor, transferee, or assignee of such person, firm, or corporation.

~~((I. "Mayor" means the Mayor of The City of Seattle or any other person however designated who shall be the chief executive officer of the City.~~

J. ~~"Nonbasic services" shall be as defined in Section 21.60.100~~

K. ~~"Person" means any natural person and all domestic and foreign corporations, associations, syndicates, joint stock corporations, partnerships of every kind, clubs, business and common law trusts and societies.~~

L. ~~"Property of grantee" means all property owned, installed and used within the City by a grantee in the conduct of a cable communications system business under the authority of a franchise grant pursuant to this chapter.~~

M. ~~"Street" for the purpose of this chapter means the surface, the air space above the surface, and the~~



~~area below the surface of any public street under the jurisdiction of the City.~~

~~N. "Subscriber" or "user" means any person or entity receiving for a consideration, direct or indirect, any service of a grantee's cable communications system.~~

~~O. "Office of Cable Communications" means and shall refer to the Department of Information Technology.))~~

"Gross revenues" means any and all compensation in whatever form, from any source, directly or indirectly earned by grantee or any affiliate of grantee or any other person who would constitute a cable operator of the cable system under federal law, derived from the operation of the cable system to provide cable service within the City. Gross revenues do not include any taxes on services furnished by grantee, which taxes are imposed directly on a subscriber by a city, county, state, or other governmental unit, and collected by grantee for such entity.

"IVR" means interactive voice response, an automated telephony technology that interacts with subscribers by way of a telephone keypad, speech recognition, or other means; gathers information from a subscriber; provides appropriate responses; and routes calls to a CSR if the subscriber indicates that preference.

"Non-cable service" means any service that is distributed over the cable system other than cable service, including other service as defined in 47 U.S.C. § 551(a)(2)(B).

"Non-standard installation" means, unless otherwise defined in the franchise, any installation of cable services that requires the installation of facilities from a point more than 125 feet from the customer's property line to: (1) for a prewired dwelling unit, the federal demarcation point, or (2) for an unwired dwelling unit, a point not less than 12 inches from the exterior wall of the dwelling unit. Non-standard installation also means any underground installation in an area where plant facilities are not underground; any installation calling for multiple outlets in a dwelling unit; or a commercial installation.

"Normal business hours" means the hours of 9 a.m. to 7 p.m., Monday through Friday, and 9 a.m. to 5 p.m., Saturday, excluding federal, state, or City holidays.

"Normal operating conditions" means service conditions within the control of the grantee. Those conditions that are not within the control of the grantee include, but are not limited to, natural disasters, civil disturbances, power outages, telephone network outages, and severe or unusual weather conditions. Those conditions that are ordinarily within the control of the grantee 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.

"PEG" means public, educational, or governmental.

"Person" means any sole proprietorship, partnership, association, limited liability entity, corporation, or other form of organization or other legally recognized entity, private or public, whether for-profit or not-for-profit, authorized to do business in the State of Washington, or any natural person. The City is not a person.

"Rates" means any and all charges, fees, or other compensation assessed by a grantee for the provision of cable services.

"Records" means written or graphic materials, however produced or reproduced, or any other tangible permanent documents, including those maintained by computer or other electronic or digital means, maintained by a grantee in the ordinary course of conducting its business, including, but not limited to, financial documents that may be required for audit purposes.

"Right-of-way" means the surface of and space above and below any public streets, avenues, ways, boulevards, drives, places, alleys, sidewalks, planting strips, squares, triangles, and plazas that are dedicated or commonly used for transportation or utility purposes, including general or utility easements in which the City has the right and authority to authorize, regulate, or permit the location of utility facilities. "Right-of-way" does not include any real or personal City property that is not specifically described in the previous sentence and does not include City buildings, fixtures, and other structures or improvements, regardless of whether they are situated in a public place as defined by Section 15.02.046.

"Standard installation" means, unless otherwise defined in the franchise, (1) for a prewired dwelling

unit, the installation of cable service to the federal demarcation point located on the customer's property up to and including 125 feet from the customer's property line, sufficient to receive cable services and where the prewired equipment will allow the cable system to meet all FCC technical requirements; and (2) for an unwired dwelling unit, an installation of cable service to the customer's dwelling unit located up to and including 125 feet from the existing distribution system, plus additional inside wire and at least one outlet sufficient to receive cable services.

“Street” means a strip of land or part thereof within the right-of-way, whether dedicated or not, that is intended or used for vehicular or pedestrian traffic as set forth in Title 15.

“Subscriber” means any person who is lawfully receiving, for any purpose or reason, any cable service, whether or not a fee is paid. In the case of multiple office buildings or multiple dwelling units, the “subscriber” means the lessee, tenant, or occupant.

Section 7. Section 21.60.040 of the Seattle Municipal Code, last amended by Ordinance 120181, is amended as follows:

**21.60.040 Office of Cable Communications ((:))**

A. The Department of Information Technology shall ((constitute)) maintain an Office of Cable Communications for the administration and enforcement of this ((chapter)) Chapter 21.60, any franchises granted pursuant to this Chapter 21.60, and any other City ordinances relating to cable services or cable systems. ((communications. The head of the Office of Cable Communications shall be the Chief Technology Officer. The Chief Technology Officer shall succeed without interruption to all the rights, duties, assets, responsibilities, contracts, and enforcement proceedings heretofore belonging to or exercised by the Executive Services Director in connection with cable communications.))

B. The duties of the Office of Cable Communications are as follows:

1. To process applications and requests relating to the granting, renewal, transfer, modification, or termination of franchises and other matters pertaining to cable systems;

2. To furnish information, recommendations, and technical assistance in connection with the matters identified in this Section 21.60.040 to Seattle City Council members;
3. To process applications for approval of initial or increased subscriber rates and to participate in rate hearings, consistent with applicable law;
4. To administer the City's Cable Customer Bill of Rights (Subchapter II of this Chapter 21.60), including investigating complaints, auditing compliance with customer service standards, and requiring payment of credits as authorized in Subchapter II;
5. To review and enforce the adherence by grantees to the terms of this Chapter 21.60 and their respective franchises and to regulations of the FCC and other applicable laws and agreements;
6. To serve as a liaison for the distribution of information among public agencies, private firms, and individual property owners with respect to: (a) the undergrounding of utility wires; (b) the leasing of poles and pole space; and (c) the scheduling of construction if such undergrounding, leasing, or construction affects existing or potential cable system facilities, whether or not the public improvement involved is limited in scope to the undergrounding of overhead utility wires;
7. To promote the use of cable systems to ensure that residents have access to local programming that meets the needs and interests of City residents;
8. To coordinate community involvement in identification of the cable-related needs and interests of City residents;
9. To negotiate, enter into, manage, and enforce contracts pertaining to cable service and cable systems in the City, including, but not limited to, the management of access channels, franchises, and cable consultants;
10. To assist with the City's long term communications planning efforts;
11. To serve as the liaison for the distribution of information to the general public concerning matters related to cable and broadband communications;

12. To monitor the payments made by grantees and to conduct periodic audits; and

13. To monitor technical, economic, and competitive trends in the delivery of broadband services in Seattle, assist in the coordination of broadband policy development, and recommend actions the City can take to promote and encourage equitable, affordable access to broadband services.

C. Every grantee shall furnish to the Office of Cable Communications, and the Office of Cable Communications shall compile and maintain for public inspection during normal business hours, excluding Saturdays, copies of:

1. All applications and other communications related to the grantee's franchise area submitted to the City, the FCC, or any other federal, state, or local regulatory body having jurisdiction over cable communications within this City;

2. Current information on ownership and management of the grantee; and

3. Current subscriber agreements used by the grantee, complaint procedures followed by the grantee, non-cable services offered by the grantee, and the rates and charges for cable services and non-cable services offered by the grantee.

D. The Office of Cable Communications may adopt rules, regulations, and standards, and may amend, modify, delete, or otherwise change rules, regulations, or standards previously adopted, governing the operation of cable systems and the provision of cable services in the City. Such rules, regulations, and standards shall apply to and govern the operations of the grantee of any franchise under this Chapter 21.60, provided the same do not materially conflict with the contents of any franchise. Any rules, regulations, or standards proposed to be adopted pursuant to this subsection 21.60.040.D shall be consistent with this Chapter 21.60 and all other applicable ordinances of the City and shall be adopted in accordance with the procedures prescribed by the Administrative Code of the City.

Section 8. Section 21.60.050 of the Seattle Municipal Code, last amended by Ordinance 119402, is amended as follows:

~~((21.60.050 Office of Cable Communications Duties.~~

The duties of the Office of Cable Communications are as follows:

- ~~A. To process applications for the granting or renewal of franchises;~~
- ~~B. To furnish the Council information, recommendations and technical assistance in connection with granting and renewing franchises;~~
- ~~C. To process applications for approval of initial or increased subscriber rates and to participate in rate hearings;~~
- ~~D. To administer the City's Cable Customer Bill of Rights, including investigating complaints, auditing compliance with customer service standards, and requiring payment of rebates as authorized in the Cable Customer Bill of Rights;~~
- ~~E. To review generally the adherence by grantees to the terms of their respective franchises and to regulations of the Federal Communications Commission;~~
- ~~F. To serve as liaison for the distribution of information among public agencies, private firms and individual property owners with respect to: (1) the undergrounding of utility wires, (2) leasing of poles and pole space, and (3) the scheduling of construction whenever such undergrounding, leasing or construction affects existing or potential CATV facilities, whether or not the public improvement involved is limited in scope to the undergrounding of overhead wiring;~~
- ~~G. To promote the use of cable communications, the use of local government, education and public access channels, the procurement of grant funds to satisfy such uses, and community involvement in the formulation of City policy with respect to cable communications; and~~
- ~~H. To furnish to the Advisory Board such information and such staff, secretarial and other assistance as the Advisory Board may require to carry out its duties.))~~

**21.60.050 Franchise to install and operate a cable system**

- A. The City may grant any person, by ordinance, a nonexclusive franchise to install, construct, operate, and

maintain a cable system in the right-of-way within the franchise area as defined in the franchise. The grant of a franchise shall be made pursuant to the procedures, terms, and conditions set forth in this Chapter 21.60. No provision of this Chapter 21.60 requires the granting of a new franchise if, in the opinion of the Council, the granting of an additional franchise is not in the public interest.

B. It is unlawful for any person to install, construct, operate, or maintain a cable system in the right-of-way within all or any part of the City or to provide cable service in the City without first obtaining a franchise pursuant to this Chapter 21.60.

C. A franchise shall not relieve the grantee of any obligation to obtain and comply with any necessary permit or other forms of authorization required by the Seattle Municipal Code or other applicable laws and regulations, and shall not convey rights other than as specified in this Chapter 21.60, or in the franchise; no rights shall pass by implication.

D. Any franchise shall authorize the grantee to engage in the business of operating a cable system and providing cable service in the City, and may authorize non-cable service in the City to the extent not prohibited by state and federal law, and shall authorize the grantee to erect, install, construct, prepare, replace, reconstruct, maintain, and keep in any right-of-way such poles, wire, cable, conductors, ducts, conduit, vaults, manholes, amplifiers, appliances, attachments, and other facilities as may be necessary and appurtenant to the cable system. In addition, any franchise shall authorize the grantee to use and operate such facilities rented or leased from other persons, including, but not limited to, any public utility or other grantee holding a valid franchise or permitted to do business in the City; however:

1. The safety, functioning, and appearance of the right-of-way and the safety of other persons shall not be adversely affected by the installation, construction, maintenance, operation, or removal of such facilities necessary for a cable system; and

2. The cost of the installation, construction, maintenance, operation, or removal of such facilities shall be borne by the grantee.

E. Nothing in this Chapter 21.60 shall relieve the grantee of any obligation to obtain any authorizations, licenses, or franchises from the City to use the right-of-way to provide non-cable service, or to comply with any City rules, regulations, and standards with respect to the use of the right-of-way for the provision of such non-cable service. The provisions of this Chapter 21.60 are not a bar to the imposition of similar, different, or additional City imposed rules, regulations, and standards with respect to the use of the right-of-way in connection with the provision of non-cable service. In addition to other rights it has, the City may establish such rules, regulations, and standards related to the provision of such non-cable service, to the extent not prohibited by state and federal law, as required to protect the public interest.

F. Any franchise shall require the grantee to pay to the City a franchise fee in an amount equal to 4.4 percent of the grantee's gross revenues.

G. Any franchise shall contain a provision setting forth liquidated damages for the grantee's failure to comply with the provisions of the franchise under the terms and in the amounts as set forth in the franchise.

H. No franchise shall exceed 15 years in duration.

I. A franchise may provide the process for an expansion of a franchise area.

J. Nothing contained in this Section 21.60.050 or in any franchise shall relieve a grantee from the requirements of Title 15 or from the requirements of any other ordinance, rule, regulation, or standard enacted or promulgated by or on behalf of the City in connection with the exercise of the City's police powers.

K. Each grantee shall perform at its expense such tests as may be necessary to demonstrate whether the grantee is in compliance with its obligations under applicable FCC standards, this Chapter 21.60, or a franchise.

L. Each grantee shall provide records as specified in a franchise, or as may be required by the Office of Cable Communications, necessary to demonstrate the grantee's compliance with all terms, conditions, and requirements of this Chapter 21.60 and the grantee's franchise.

Section 9. Section 21.60.060 of the Seattle Municipal Code, last amended by Ordinance 123181, is amended as follows:



~~((21.60.060 – Citizens' Telecommunications and Technology Advisory Board Membership and duties.~~

A. ~~There shall be a Citizens' Telecommunications and Technology Advisory Board (CTTAB) consisting of ten members.~~

1. ~~CTTAB, which shall include one member representing public access to telecommunications, one member representing education, one member from the Get Engaged: City Boards and Commissions (Get Engaged) program, and seven members at large, shall be staffed by a designee of the Executive who shall serve as Secretary to the Board. All members shall serve without compensation.~~

2. ~~Effective January 1, 2011, a total of six members shall be appointed by the Mayor, subject to approval by the Council, including the representatives of public access, education, and one member from the Get Engaged program. Four at-large members shall be appointed by the Council.~~

3. ~~With the exception of the Get Engaged program position whose term is governed by SMC Chapter 3.51, the initial regular term of each member shall be two years, and each of those members shall be eligible for reappointment by their assigned appointing authority (the Mayor or Council), to one additional two year term. A member may serve again after a hiatus of ten years.~~

4. ~~Pursuant to the Get Engaged program, SMC Chapter 3.51, one designated young adult position shall be included on this Board. The terms of service related to a young adult member's role on this Board shall be set forth in that chapter.~~

B. ~~The duties of the Telecommunications and Technology Advisory Board are as follows:~~

1. ~~To study and make recommendations to the Mayor and the Council on issues referred to the Board by the Mayor or Councilmembers, of community-wide interest relating to telecommunications and technology, including such issues as cable television access, technology access, and regulatory issues within the City's authority regarding wire and wireless communication systems;~~

2. ~~To conduct hearings and workshops upon, and to make written recommendations regarding telecommunications and technology issues as referred above, and report its findings and recommendations to~~

~~the Mayor and Council; and~~

3. ~~To perform such other duties as may from time to time be appropriate and approved by resolution of the Seattle City Council.))~~

**21.60.060 Minimum requirements of every cable system**

In addition to any requirements contained in the approved franchise, any cable system permitted to be installed and operated under this Chapter 21.60 shall:

A. Be operationally capable of delivering to subscribers within the franchise area cable service and, if applicable, non-cable service, as set forth in the franchise;

B. Provide PEG access that meets the following minimum criteria:

1. PEG channel capacity shall be made available to the City and its designated PEG providers without charge;

2. PEG channel assignments shall be made by grantee in consultation with the Office of Cable Communications;

3. Programs on any PEG channel shall be available to all subscribers, and grantees shall interconnect their systems for this purpose; upon request of the City, every grantee of a cable system shall be required to interconnect with every other cable communications system within the City on fair and reasonable terms for purposes of providing PEG channels and programming;

4. Two-way origination and return capacity shall be available permitting transmission of originated program material between the head-end of the grantee and specified facilities located within the City as designated by the Office of Cable Communications;

5. A grantee shall not exercise any editorial control over any PEG channel content, except a grantee may refuse to transmit any public access program or portion of a public access program to comply with the law relating to obscenity;

6. If a grantee makes any change in the cable system and related equipment and facilities or in the

grantee's signal delivery technology that directly or indirectly materially degrades the signal quality or transmission of PEG access programming, the grantee shall at its sole expense and free of charge to the City take necessary steps or provide necessary technical assistance, including, but not limited to, the acquisition of all necessary equipment, to ensure that the capabilities of PEG access programmers are restored; and

7. A grantee shall maintain all PEG access channels (both upstream channels and downstream channels) and all interconnections of PEG access channels at the same level of technical quality and reliability as the best commercial channels carried on the grantee's cable system;

C. Be engineered, constructed, and maintained, to the extent practicable and technically feasible, to provide for an emergency alert system consistent with the Washington State Emergency Alert System Plan that allows authorized officials to override the audio and video signals on all channels to transmit and report emergency information. In the case of any sudden, unforeseen event that has the potential to cause significant damage, destruction, or loss of life, a grantee shall make the emergency alert system available without charge and in a manner consistent with the Washington State Emergency Alert System Plan for the duration of such sudden, unforeseen event. The grantee shall cooperate with designated state officials to test the emergency override system, for periods not to exceed one minute in duration and not more than once every six months, and upon request by the City, provide verification of compliance with the Washington State Emergency Alert System Plan;

D. Comply with the cable system design and capacity terms outlined in the franchise; and

E. Meet or exceed the technical standards set forth in 47 C.F.R § 76.601 and any other applicable technical standards.

Section 10. A new Section 21.60.070 of the Seattle Municipal Code is added as follows:

**21.60.070 Franchise area and maps**

A. Each grantee's franchise area is defined in its franchise with the City. A grantee shall construct the cable system pursuant to the requirements of the Seattle Municipal Code and the franchise.

B. Each grantee shall maintain accurate maps and improvement plans of its franchise area that show the location, size, and a general description of all cable system facilities installed in the rights-of-way and any power supply sources, including voltages and connections. Each grantee shall provide a map to the Office of Cable Communications showing the location of the cable system facilities in such detail, format, and scale as directed by the Office of Cable Communications and shall update the map annually, whenever the facilities expand or are relocated, and within 30 days of a request by the Office of Cable Communications.

Section 11. Section 21.60.080 of the Seattle Municipal Code, last amended by Ordinance 120138, is amended as follows:

~~((21.60.080 Franchise to install and operate.~~

~~A. The Council may grant to any person a nonexclusive franchise to install, construct, operate and maintain a cable communications system on streets within one (1) or more cable districts as defined in this chapter, or may grant a nonexclusive franchise for the entire City as a single cable district. The award of such franchises shall be made pursuant to the procedures, terms and conditions set forth in this chapter, and only to such persons who offer to provide a cable communications system under and pursuant to the terms and conditions of this chapter. No provision of this chapter shall be deemed or construed to require the granting of a franchise with respect to any cable district when, in the opinion of the Council, the granting of an additional franchise is not in the public interest.~~

~~B. It shall be unlawful for any person to install, construct, operate or maintain a cable communications system on streets within all or any part of the City without first obtaining a franchise under and pursuant to the terms and provisions of this chapter, except as provided in Sections 21.60.290 and 21.60.680~~

~~<<http://clerk.ci.seattle.wa.us/~scripts/nph-brs.exe?d=CODE&s1=21.60.680.snum.&Sect5=CODE1&Sect6=HITOFF&l=20&p=1&u=%2F%7Epublic%2Fcode1.htm&r=1&f=G>> A.))~~

**21.60.080 Application for a new franchise**

A. An applicant seeking a new franchise to construct, operate, and maintain a cable system in the City shall send an application to the Office of Cable Communications, along with a processing fee in the amount of \$20,000. The application shall also contain or be accompanied by the following:

1. The name, address, email, and telephone number of the applicant and the designated contact person of the applicant;
2. A detailed statement of the corporate or other business organization of the applicant, including, but not limited to, the following:
  - a. The names and business addresses of all officers and directors of the applicant; and
  - b. The names and addresses of all persons having, controlling, or being entitled to have or control, five percent or more of the ownership of the applicant, either directly or indirectly, and the ownership share of each such person;
3. A detailed description of all previous experience of the applicant or the owners of the applicant in providing cable service and in related or similar fields;
4. A detailed and complete recent financial statement of the applicant prepared by or under the supervision of certified public accountants, and of any corporation owning a majority of the voting stock of the applicant;
5. A detailed financial plan showing the financial resources required to construct, operate, or maintain the proposed cable system together with satisfactory evidence, as applicable, of the availability to the applicant of funding in excess of the applicant's own cash resources not otherwise committed;
6. A detailed statement of the proposed plan of operation of the applicant, including:
  - a. A statement and description of the cable system proposed to be constructed, operated, or maintained by the applicant; the proposed location of the cable system and its various components; the manner in which the applicant proposes to construct, operate, or maintain the same; and the extent and manner in which existing or future poles or other facilities of other public utilities will be used for such cable system;
  - b. A narrative detailing the boundaries of the franchise area in which the applicant seeks authority to construct, operate, or maintain any cable system equipment or facilities,
  - c. A statement or schedule setting forth all proposed rates to subscribers including

installation charges and service charges;

d. A detailed, informative statement describing the equipment and operational standards proposed by the applicant, including if applicable administrative and technical procedures for interconnection of access channels and for safeguarding the privacy of return signals. In no event shall the operational and performance standards be less than those contained in FCC regulations;

e. A copy of any agreement proposed to be entered into between the applicant and any subscriber or multiple dwelling unit; and

f. A statement setting forth the substance of, and names of persons party to, all agreements existing or proposed between the applicant and any other person that materially relate to or depend upon the granting of the franchise;

7. An explanation of how the applicant will meet the future cable-related needs and interests of the community, including descriptions of how the applicant will meet the needs described in any recent community needs assessment conducted by or for the City, and how the applicant will provide adequate access channel capacity or financial support to meet the community's needs and interests;

8. A copy of any agreement with respect to the franchise area existing between the applicant and any public utility providing for the use of any facilities of the public utility;

9. An explanation of the applicant's legal qualifications to construct, operate, and maintain the proposed cable system including, but not limited to, verification that:

a. The applicant has not had any franchise revoked nor been held in violation of a franchise by any franchising authority or, absent such verification, a full explanation of the reasons for such a violation or revocation, such as the particular circumstances surrounding the matter and the steps taken by the applicant to cure all resulting harms and prevent their recurrence;

b. The applicant has, or is qualified to obtain, any necessary federal authorizations or waivers required to operate the proposed cable system; and

c. The applicant has not, at any time during the ten years preceding the submission of the application, been convicted of any act or omission of such character as would lead a reasonable person to conclude that the applicant cannot be relied upon to deal truthfully with the City and the subscribers of the cable system or to substantially comply with its lawful obligations under applicable law, including obligations under consumer protection laws and laws prohibiting anticompetitive acts, fraud, racketeering, or other similar conduct or, absent such verification, a full explanation of the reasons for such a conviction, such as the particular circumstances surrounding the matter and the steps taken by the applicant to cure all resulting harms and prevent their recurrence, the lack of involvement of the applicant’s principals, or the remoteness of the matter from the operation of the cable system;

10. An affidavit or declaration of the applicant or authorized officer certifying the truth and accuracy of the information in the application, acknowledging the enforceability of application commitments, and certifying that the application meets all local, state, and federal law requirements to the best of the applicant’s knowledge and understanding; and

11. Any other information reasonably requested by the Office of Cable Communications or the Council, or required by any provision of any other ordinance of the City or its Charter, or deemed pertinent by the applicant.

B. Upon receipt of an application for a new franchise, the Office of Cable Communications shall determine whether all of the information required under this Section 21.60.080 has been submitted. If it has, then the Office of Cable Communications shall consider the application to be complete.

C. The requirements and procedures set forth in this Section 21.60.080 do not apply to a request for renewal of an existing franchise. The procedure for renewal of an existing franchise is set forth in 21.60.100.

Section 12. Section 21.60.090 of the Seattle Municipal Code, last amended by Ordinance 120138, is amended as follows:

~~((21.60.090 Basic services.~~

~~Any cable communications system permitted to be installed and operated under this chapter shall, unless additional requirements are contained in the approved franchise:~~

~~A. Be operationally capable of relaying to subscriber drops (i.e., terminals) if technically practicable those television or radio broadcast signals for the carriage of which the grantee is now or hereafter authorized by the Federal Communications Commission;~~

~~B. If technically and economically practicable be constructed with technical capacity for nonvoice return communication such that: (1) return communications are capable of being received and processed both at the head end for the cable district in which the communication originates and at a main head end for all cable districts served by the grantee; (2) return communications will be transmitted on a band width below the lowest band width used by the grantee to transmit television broadcast signals; (3) at the option of the subscriber, no return signals will be communicated; and (4) the system will include technical safeguards calculated to deter interception of return communications by third parties;~~

~~C. Distribute color television signals which it receives in color;~~

~~D. Provide in each cable district with a twelve (12) channel capacity one (1) composite channel for local government, educational and public access uses, and in cable districts that have or are expanded to twenty (20) channel capacity provide one (1) channel each for local government, educational and public access such that:~~

~~1. All access channels will be made available without charge;~~

~~2. Access channel assignments shall be made by the Office of Cable Communications in consultation with the grantees and shall be made uniform throughout the City,~~

~~3. The requirement of this chapter that there be such access channels shall be reviewed periodically as established in the franchise,~~

~~4. Programs on any access channel shall be available to all subscribers within a single access district and to the extent technically practicable, cable district head ends shall be interconnected to permit transmission to all cable districts of signals transmitted on any access channel,~~



~~5. There shall be provided, without charge, facilities sufficient to originate live or videotaped programs on the public access channel, which shall be available to the public on a nondiscriminatory basis.~~

~~Provided, however, that with respect to this subsection D the grantee shall not be required to provide access facilities in excess of those required by the rules and regulations of the Federal Communications Commission unless, upon application of the City, such access facility requirements are waived by the Federal Communications Commission; and~~

~~E. Have a minimum capacity of twenty (20) channels.)~~

### **21.60.090 Procedure for authorizing a new franchise**

A. If the Office of Cable Communications determines that an application for a new franchise is complete, it shall, as soon as is reasonably practicable as determined in the City's sole discretion following receipt of the completed application, perform a legal, technical, and financial review of the applicant's qualifications to construct, operate, and maintain the proposed cable system in the City. The Office of Cable Communications shall also notify the Council and all grantees of existing cable system franchises in the City that an application for a new franchise has been received and is under review, and post information about the application for the public on the website of the Office of Cable Communications.

B. If the Office of Cable Communications determines that the applicant is qualified, it shall initiate negotiations of the proposed franchise terms with the applicant. All franchise terms shall comply with this Chapter 21.60.

C. After reaching agreement with the applicant on the proposed franchise terms, the Office of Cable Communications shall prepare proposed legislation for the Mayor's consideration, which the Mayor may then submit to the Council for review and possible approval of the franchise. The proposed legislation shall include the proposed franchise and any other related agreements.

D. Upon receipt of the proposed legislation, the Council shall promptly schedule a public hearing on the proposed legislation. The City Clerk shall publish notice of the hearing in a newspaper of general circulation

within the City at least 14 days before the hearing. Only one proposed franchise shall be considered at any one hearing. The public notice shall state the name of the proposed grantee, the proposed franchise area, how the public can access the application and relevant material, the time and place of the public hearing, and an address to which the public may send written comments.

E. At the hearing, any member of the public may testify or submit written comments. The Council shall consider all testimony and comments in determining its action on the proposed legislation.

F. The Council shall consider the legal, technical, and financial qualifications of the applicant when considering whether to grant a franchise.

G. If the Council decides to grant the proposed new franchise, it shall do so by ordinance.

H. The grantee shall sign the franchise within the time period required in the ordinance authorizing the new franchise.

I. There will be no franchise if the grantee fails to sign the franchise as required in this Section 21.60.090.

Section 13. Section 21.60.100 of the Seattle Municipal Code, last amended by Ordinance 107025, is amended as follows:

~~((21.60.100 Nonbasic services.~~

~~Any cable communication system permitted to be installed and operated under this chapter may also if technically practicable engage in the business of:~~

~~A. Transmitting original cablecast programming not received through television broadcast signals;~~

~~B. Transmitting television pictures, film and videotaped programs not received through broadcast television signals, whether or not encoded or processed to permit reception by only selected receivers or subscribers; and~~

~~C. Transmitting and receiving all other signals: digital, voice, audio-visual.))~~

**21.60.100 Procedure for authorizing a renewed franchise**

A. Requests for franchise renewal will be handled by the City in a manner consistent with 47 C.F.R. § 546, as amended, and any implementing regulations.

- B. All terms of the renewed franchise shall comply with this Chapter 21.60. After reaching agreement on the proposed franchise terms with the grantee seeking renewal, the Office of Cable Communications shall prepare proposed legislation for the Mayor’s consideration, which the Mayor may then submit to the Council for review and possible approval of the proposed franchise. The proposed legislation shall include the proposed franchise and any other related agreements.
- C. Upon receipt of the proposed legislation, the Council shall promptly schedule a public hearing on the proposed legislation. The City Clerk shall publish notice of the hearing in a newspaper of general circulation in the City at least 14 days before the hearing. Only one proposed franchise shall be considered at any one hearing. The public notice shall state the name of the proposed grantee, the proposed franchise area, how the public can access the application and relevant material, the time and place of the public hearing, and an address to which the public may send written comments.
- D. At the hearing, any member of the public may testify or submit written comments. The Council shall consider all testimony and comments in determining its action on the proposed legislation.
- E. The Council shall consider the legal, technical, and financial qualifications of the applicant when considering whether to renew a franchise.
- F. If the Council decides to grant the proposed renewed franchise, it shall do so by ordinance.
- G. The grantee shall sign the franchise within the time period required in the ordinance authorizing the renewed franchise.
- H. There will be no franchise if the grantee fails to sign the franchise as required in this Section 21.60.100.

Section 14. Section 21.60.110 of the Seattle Municipal Code, last amended by Ordinance 107025, is amended as follows:

**~~((21.60.110 Subscriber complaints.~~**

~~In providing the services designated in Sections 21.60.090 and 21.60.100  
<[http://clerk.ci.seattle.wa.us/~scripts/nph-brs.exe?  
d=CODE&s1=21.60.100.snum.&Sect5=CODE1&Sect6=HITOFF&l=20&p=1&u=%2F%7Epublic%  
2Fcode1.htm&r=1&f=G](http://clerk.ci.seattle.wa.us/~scripts/nph-brs.exe?d=CODE&s1=21.60.100.snum.&Sect5=CODE1&Sect6=HITOFF&l=20&p=1&u=%2F%7Epublic%2Fcode1.htm&r=1&f=G)>, and excepting circumstances beyond grantee's control such as riots, civil~~

~~disturbances and acts of God, the grantee shall:~~

~~A. Limit system failures to a minimum time duration by locating and commencing correction of malfunctioning equipment promptly, but in no event longer than twenty-four (24) hours after occurrence irrespective of holidays or other nonbusiness hours;~~

~~B. Upon complaint by a subscriber and at the request of the Office of Cable Communications, demonstrate to the satisfaction of the Office of Cable Communications that a signal being delivered meets the technical and performance standards of strength and quality set forth in the rules and regulations of the Federal Communications Commission;~~

~~C. Render efficient service, making system repairs promptly and interrupting service only for good cause and for the shortest time possible. Planned interruptions, insofar as possible, shall be preceded by notice given to subscribers twenty-four (24) hours in advance and shall occur during periods of minimum use of the system;~~

~~D. Maintain an office in or near the City which shall be so operated that complaints and requests for repairs or adjustments may be received at any time. The current local telephone number(s) for the office and complaint service shall be listed in telephone directories distributed in grantee's area of service;~~

~~E. Maintain a written record or "log" listing date of system failures and specific customer complaints other than those concerning system failures, and describing the nature of the complaint and when and what action was taken by grantee in response thereto. Records relating to each complaint shall be kept at grantee's local office for a period of three (3) years and shall be available for public inspection during regular business hours by the Office of Cable Communications.))~~

**21.60.110 Transfers or assignment**

A. Any franchise granted pursuant to this Chapter 21.60 is a privilege to be held by the original grantee.

No sale or transfer of the franchise, or sale, transfer, or fundamental corporate change of or in grantee,

including, but not limited to, a fundamental corporate change in grantee's parent corporation or any entity

having a controlling interest in grantee, the sale of a controlling interest in the grantee's assets, a merger

including the merger of a subsidiary and parent entity, consolidation, or the creation of a subsidiary or affiliate

entity, shall take place until the City approves the same pursuant to this Section 21.60.110. Moreover, no sale,

transfer, exchange, or assignment of stock in grantee, or grantee's parent corporation or any other entity having

a controlling interest in grantee, so as to create a new controlling interest therein, shall take place until the City

approves the same pursuant to this Section 21.60.110. The term "controlling interest" as used herein is not

limited to majority stock ownership, but includes actual working control in whatever manner exercised. For

purposes of this Section 21.60.110 any of the events set forth in this subsection 21.60.110.A are collectively

referred to as a "transfer."

B. Notwithstanding the requirements of subsection 21.60.110.A, approval is not required if the grantee

only grants a security interest in its franchise and/or assets to secure an indebtedness.

C. An application for any transfer approval shall be sent in writing to the Office of Cable Communications.

D. In a manner consistent with federal law, the Office of Cable Communications shall conduct a legal, technical, and financial review of the proposed transferee's qualifications, and, if the transferee is deemed qualified, submit a report, recommendation, and proposed legislation to the Council. The proposed transferee shall pay all actual and reasonable costs incurred by the City in reviewing and evaluating an application for transfer, whether or not the Council approves the transfer.

E. The Council shall consider the legal, technical, and financial qualifications of the proposed transferee and its ability and agreement to comply with all provisions of this Chapter 21.60 when considering whether to approve a proposed transfer. If the Council decides to grant the proposed transfer, it shall do so by ordinance.

F. Notwithstanding the requirements of subsection 21.60.110.A, approval is not required if the grantee sells, assigns, or transfers an ownership or other interest in the grantee, the cable system, or the franchise to an affiliate or parent of the grantee, so long as (1) the proposed assignee or transferee is an entity that controls, is controlled by, or is under the same common control as the grantee, (2) the proposed assignee or transferee shows financial responsibility as may be determined necessary by the City, (3) the proposed assignee or transferee agrees in writing to comply with all of the provisions of the franchise, and (4) the grantee notifies the City within 30 days of the effective date of any affiliate transfer.

Section 15. Section 21.60.120 of the Seattle Municipal Code, last amended by Ordinance 107025, is amended as follows:

~~((21.60.120 Educational and municipal service.~~

~~A. With respect to the local government and educational access channels:~~

~~1. On condition of reimbursement of grantee's actual cost for installation and periodic maintenance, the grantee shall provide a cable return length if technically practicable permitting transmission of originated program material between the head-end of the grantee and:~~

~~a. Each building designated by the Office of Cable Communications and located within a cable district for which the grantee holds a franchise and which is owned and controlled by the City and used for public purposes and not for residential use (fire and police stations excepted), and~~

~~b. Each state-accredited public or private educational institution located within a cable district for which the grantee holds the franchise and which requests such installation; and~~

~~2. If the grantee elects to provide facilities for production of program materials for use on the local government or educational access channels, the grantee shall charge no more than reasonable production costs, a schedule of which charges shall be filed with the Office of Cable Communications on January 2nd of each year.~~

~~B. With respect to basic cable services: the grantee shall provide if technically practicable all subscriber services and a tie-in connection without cost (except for actual cost of installation in the case of an underground connection), to each state-accredited public or private educational institution and each building designated by the Office of Cable Communications which is owned and controlled by the City and used for public purposes and not residential use (fire and police stations excepted), when the cable system passes any such institution or building.)~~

### **21.60.120 Termination of franchise**

A. The City may terminate by ordinance any franchise granted pursuant to the provisions of this Chapter 21.60 in the event of the failure, refusal, or neglect by grantee to comply with any material requirement contained in this Chapter 21.60, a franchise, or rule or regulation of the Office of Cable Communications validly adopted pursuant to this Chapter 21.60, including, but not limited to, if a grantee refuses, neglects, or fails to:

1. Construct, operate, or maintain the cable system in compliance with applicable construction and safety codes, including, but not limited to, the National Electrical Safety Code and the National Electrical Code;

2. Provide cable service to its subscribers in accordance with the terms of this Chapter 21.60 and

the franchise, including all minimum requirements set forth in Section 21.60.060;

3. Comply with the conditions of occupancy of any rights-of-way;

4. Provide, within 30 days of a request from the Office of Cable Communications, all records requested for the purposes of auditing franchise fees, taxes, or other payments due the City, or in connection with another matter related to ensuring compliance with this Chapter 21.60, the franchise, other agreements, or applicable law;

5. Indemnify, defend and hold harmless the City as required by Section 21.60.150; or

6. Provide insurance as required by Section 21.60.160.

B. Cable system failure in all or a portion of any franchise area is noncompliance with a material requirement of this Chapter 21.60 if such failure continues for 24 consecutive hours on ten or more occasions during any 12 consecutive calendar months, or for ten consecutive days.

C. The City may also terminate a franchise if a grantee commits fraud or deceit upon the City.

D. In the event the City intends to terminate a franchise, the City shall provide a written notice to grantee, identifying the reason, advising grantee of the City's intent to terminate the franchise, and demanding that grantee cure the refusal, neglect, or failure within a certain time period, which shall be no less than 15 days. The notice shall state that the grantee is entitled to appeal the City's findings to the Hearing Examiner, in accordance with Chapter 3.02, within 15 days of receipt of such notice. If, within the time period specified in the notice, the problem is not cured to the City's satisfaction, and if the grantee has not filed a timely notice of appeal, then the City may terminate the franchise by ordinance as of a date to be specified in the ordinance. The ordinance may also specify that the franchise will only terminate if the grantee does not comply with the City's requirements within such period as the City may also fix in such ordinance.

E. If the grantee files a timely notice of appeal, pursuant to Chapter 3.02, of the City's notice of intent to terminate its franchise, the Hearing Examiner shall schedule and conduct a hearing in accordance with the Hearing Examiner Rules of Practice and Procedure. The Hearing Examiner shall:

1. Determine whether any refusal, neglect, or failure by grantee to do or comply with any material requirement contained in this Chapter 21.60, a franchise, or rule or regulation of the Office of Cable Communications validly adopted to this Chapter 21.60, has occurred; and

2. If so, determine whether such refusal, neglect, or failure by grantee was beyond the control of grantee as set forth in Section 21.60.270.

F. If the Hearing Examiner determines that no refusal, neglect, or failure has occurred, then the franchise will not terminate.

G. If the Hearing Examiner determines that a refusal, neglect, or failure has occurred, but that it was caused by events beyond the control of the grantee as set forth in Section 21.60.270, then the franchise will not terminate and the requirements of Section 21.60.270 will apply. The Director of the Office of Cable Communications may enter into an agreement with the grantee concerning an appropriate action to cure the grounds on which the proposed franchise termination was based.

H. If the Hearing Examiner determines that a refusal, neglect, or failure has occurred, and that the refusal, neglect, or failure by the grantee was within the grantee's control, then the Hearing Examiner shall report such determination to the Council and to the Office of Cable Communications, and the City may by ordinance declare that the franchise of such grantee shall be terminated as of a date to be specified in the ordinance. The ordinance may also specify that the franchise will only terminate if the grantee does not comply with the City's requirements within such period as the City may also fix in such ordinance.

I. The termination of any franchise shall in no way affect any rights of the City that survive termination under the franchise or any provision of law.

Section 16. A new Section 21.60.125 of the Seattle Municipal Code is added as follows:

**21.60.125 Procedures in the event of expiration, termination, revocation, or non-renewal**

A. Continuity of service

1. A grantee shall operate the cable system pursuant to this Chapter 21.60 and its franchise without



interruption, except as otherwise provided by this Chapter 21.60 or its franchise. If at any time the grantee's franchise is revoked, terminated, or not renewed upon expiration in accordance with the provisions of federal law, a grantee shall, at the City's request, as trustee for its successor in interest, operate the cable system for a temporary period (the "transition period") as necessary to maintain service to subscribers, and shall cooperate with the City to assure an orderly transition from it to the City or another franchise holder.

2. During the transition period, a grantee shall neither sell any of the cable system assets serving City customers nor make any physical, material, administrative, or operational change that would tend to degrade the quality of service to subscribers, decrease gross revenues, or materially increase expenses without the express permission, in writing, of the City.

3. The transition period shall be no longer than the reasonable period required to arrange for an orderly transfer of the cable system to the City or to another franchise holder, unless mutually agreed to by a grantee and the City. During the transition period, a grantee will continue to be obligated to comply with the terms and conditions of this Chapter 21.60, its franchise, and applicable laws and regulations.

4. If a grantee abandons the cable system during the franchise term or fails to operate the cable system in accordance with the terms of this Chapter 21.60 and its franchise during any transition period, the City, at its option, may operate a grantee's cable system, designate another entity to operate the grantee's cable system temporarily until the grantee restores service under conditions acceptable to the City or until a grantee's franchise is revoked and a new grantee selected by the City is providing service, or obtain an injunction requiring a grantee to continue operations.

5. For its management services during the transition period, the grantee shall be entitled to receive as compensation the "net income" generated during the transition period. For the purposes of this subsection 21.60.125.A.5, "net income" means the amount remaining after deducting from gross revenues all of the actual, direct and indirect expenses associated with operating the grantee's cable system, including the franchise fee, interest, depreciation, and all taxes, all as determined in accordance with generally accepted accounting

principles.

B. City's right to purchase

1. If at any time the grantee's franchise is revoked, terminated, or not renewed upon expiration in accordance with the provisions of federal law, the City shall have the option to purchase the cable system.

2. The City may, at any time thereafter, offer in writing to purchase the grantee's cable system. The grantee shall have 30 days from receipt of a written offer from the City within which to accept or reject the offer.

3. In any case where the City elects to purchase the cable system, the purchase shall be closed within 120 days of the date of the City's audit of a current profit and loss statement of the grantee. The City shall pay for the cable system in cash or certified funds, and the grantee shall deliver appropriate bills of sale and other instruments of conveyance.

4. The price for the cable system shall be determined as follows:

a. In the case of the expiration of a franchise without renewal, at fair market value determined on the basis of the grantee's cable system valued as a going concern, but with no value allocated to the franchise itself. In order to obtain the fair market value, this valuation shall be reduced by the amount of any lien, encumbrance, or other obligation of the grantee that the City would assume; or

b. In the case of revocation for cause, the equitable price of the grantee's cable system.

C. City's right to remove

1. In the event that a purchase has not been completed in accordance with subsection 21.60.125.B, the City may order the removal of the above-ground cable system facilities and the underground cable system facilities from the City at the grantee's sole expense within a reasonable period of time as determined by the City. In removing the cable system facilities, the Grantee shall refill, at its own expense, any excavation that is made by it and shall leave all rights-of-way, public places and private property in as good condition as that prevailing prior to the grantee's removal of its equipment without affecting the electrical or telephone cable

wires or attachments. The indemnification and insurance provisions of the franchise shall remain in full force and effect during the period of removal, and the grantee shall not be entitled to compensation.

2. If the grantee fails to complete any removal required by this subsection 21.60.125.C to the City's satisfaction, after written notice to the grantee, the City may cause the work to be done and the grantee shall reimburse the City for the costs incurred within 30 days after receipt of an itemized list of the costs.

D. The City may seek legal and/or equitable relief to enforce the provisions of this Section 21.60.125.

Section 17. Section 21.60.130 of the Seattle Municipal Code, last amended by Ordinance 107025, is amended as follows:

~~((21.60.130 Compatibility and interconnection.~~

~~A. It is the desire of the City in enacting this chapter that all cable communication systems franchised under this chapter shall, insofar as financially and technically feasible, be compatible one with another and with systems adjacent to the City.~~

~~B. Whenever it is financially and technically feasible, the grantee shall so construct, operate, and modify the system as to be able to tie the same into all other systems within and adjacent to the City.))~~

**21.60.130 Subscriber rates**

A. By accepting a franchise pursuant to the terms and conditions imposed by this Chapter 21.60, a grantee agrees that the City has the authority and right to regulate the grantee's cable service rates to the maximum extent permitted by law or applicable FCC rules and regulations.

B. All charges to subscribers shall be consistent with a schedule of rates established by the grantee for all services, installations, and equipment offered.

C. Unless exempt by federal law or FCC rule or regulation from any requirement to do so, a grantee shall not, with regard to rates and any other conditions of service, within the franchise area, discriminate or grant any preference or advantage to any person; provided, however, that a grantee may establish different rates for different services as long as the grantee does not discriminate between subscribers of the same services.

Nothing in this Chapter 21.60 either prevents a grantee from offering promotional or bulk discount rates as long as such discounts are available in a uniform and consistent manner in accordance with existing law or prohibits trade promotions customary in the industry as long as such trade promotions are not otherwise prohibited by law.

D. Unless exempt by federal law or FCC rule or regulation from any requirement to do so, any applicant for a new franchise or any grantee operating under an existing franchise and proposing a change in rates shall send to the Office of Cable Communications a schedule of the proposed new or changed rates together with supporting financial data. The Office of Cable Communications shall review submitted materials and verify that the proposed rates reflect allowable increases, in accordance with existing law and FCC rules and regulations.

E. A grantee shall give to subscribers and to the Office of Cable Communications a minimum of 30 days' advance written notice of any proposed change in rates.

Section 18. Section 21.60.140 of the Seattle Municipal Code, last amended by Ordinance 107025, is amended as follows:

~~((21.60.140 Uses permitted.~~

~~Any franchise granted pursuant to the provisions of this chapter shall authorize and permit the grantee to engage in the business of operating and providing a cable communications system in the City, and for that purpose to erect, install, construct, prepare, replace, reconstruct, maintain and retain in, on, over, under, upon, across and along any street such poles, wire, cable, conductors, ducts, conduit, vaults, manholes, amplifiers, appliances, attachments and other property as may be necessary and appurtenant to the cable communications system and in addition, so to use, operate, and provide similar facilities by means of properties (i.e., systems of components thereof) rented or leased from other persons, including but not limited to, any public utility or other grantee franchised or permitted to do business in the City; provided, however, that nothing contained in this section shall relieve the grantee from the requirements of Ordinance 90047 relating to the use of public streets or from the requirements of any other ordinance, rule or regulation enacted or promulgated by or on behalf of~~

~~the City in connection with the exercise of the City's police powers.))~~

#### **21.60.140 Performance bonds**

A. No later than the date by which the ordinance requires the grantee to sign the franchise, a grantee shall deliver to the Office of Cable Communications for approval a good and sufficient bond in the penal sum of not less than \$100,000 and maintain the bond continuously in effect. The bond shall be executed by a surety company authorized and qualified to do business in the state as a surety or by other sureties acceptable to the Office of Cable Communications and in a form approved by the City Attorney. The bond shall stipulate that grantee shall strictly comply with each and every condition and covenant of its franchise. The Office of Cable Communications shall file the approved bond with the City Clerk.

B. If at any time during the franchise period the Office of Cable Communications determines that the conduct of a grantee warrants a higher assurance under the bond, then the Office of Cable Communications may require the grantee to furnish a new or additional bond in such amount as may be specified and with such sureties as are acceptable to the Office of Cable Communications. The grantee shall upon demand furnish such new or additional bond and maintain it continuously in effect.

Section 19. Section 21.60.150 of the Seattle Municipal Code, last amended by Ordinance 105427, is amended as follows:

~~((21.60.150 Franchise term.~~

~~Each franchise granted by the City under this chapter shall be for a term of fifteen (15) years from the date of its acceptance by the grantee.))~~

#### **21.60.150 Indemnification**

A. General indemnification. By accepting a franchise granted pursuant to this Chapter 21.60, grantee covenants and agrees for itself, its officers, agents, employees, successors, and assigns, at all times to indemnify, defend, and hold the City, its officers, officials, boards, commissions, agents, and employees (collectively the “indemnified parties”) harmless from and against any and all lawsuits, claims, causes of

actions, injury, damages, judgments, settlements, disability, losses, liabilities, costs, or expenses (including attorneys' fees and disbursements of counsel) of any nature that any of the indemnified parties may at any time suffer, sustain, or incur arising out of, or based upon, or in any way connected with any act or omission of the grantee, its successors, or assigns, its parent or subsidiary corporations, its employees, agents, contractors, or subcontractors, or any of their employees, agents, contractors, or subcontractors, including without limitation any construction, excavation, reconstruction, readjustment, repair, maintenance, operation, or use of the right-of-way or other property of the City, or by exercising any privilege conferred by this Chapter 21.60 or by such franchise, and including any neglect or omission to keep the cable system in a safe condition. The grantee's obligation to indemnify, defend, and hold the indemnified parties harmless includes the obligation to pay attorneys' fees, expert fees, and all other costs of defending any indemnified claim, including all costs incurred by the City in recovering against the grantee. The grantee shall consult and cooperate with the City in the grantee's defense of the indemnified parties. If judgment is rendered against the indemnified parties in any such suit or action, the grantee shall fully satisfy such judgment within 90 days after such suit or action has been finally determined. To the maximum extent permitted by law, the grantee's indemnity obligation shall not be extinguished or reduced in the event that an act or omission of the indemnified parties is a concurrent or contributing cause of the claim, except that no indemnity shall be owed in the event that the cause of any claim is the sole negligence of the indemnified parties.

B. Indemnification for relocation. By accepting a franchise granted pursuant to this Chapter 21.60, grantee covenants and agrees to indemnify the City for any damages, claims, additional costs, or expenses assessed against, or payable by, the City arising out of or resulting, directly or indirectly, from the grantee's failure to remove, adjust, or relocate any of its facilities located on City property or right-of-way in a timely manner in accordance with the franchise and relocation schedule, unless grantee's failure arises directly from the City's negligence or willful misconduct.

Section 20. Section 21.60.160 of the Seattle Municipal Code, last amended by Ordinance 105427, is

amended as follows:

~~((21.60.160 Termination of franchise.~~

~~The City may terminate by ordinance enacted for such purpose any franchise granted pursuant to the provisions of this chapter in the event of the wilful failure, refusal, or neglect by grantee to do or comply with any material and substantial requirement contained in this chapter or rule or regulation of the Office of Cable Communications validly adopted pursuant to this chapter. System failure in all or a major part of any cable district shall constitute noncompliance with a material requirement of this chapter if such failure continues for a period of ten (10) consecutive days or for a period of twenty-four (24) consecutive hours on thirty (30) or more occasions during any period of twelve (12) consecutive calendar months.))~~

**21.60.160 Insurance**

As long as grantee possesses any right or privilege granted pursuant to this Chapter 21.60 or franchise, and before beginning any work in the City, the grantee shall deliver to the Office of Cable Communications a policy or policies of insurance (or a certificate thereof) showing that it has procured and is maintaining at all times the following insurance, in a form approved by the Office of Cable Communications, including an endorsement naming the City as an additional insured or blanket additional insured subject to a standard “Separation of Insureds” clause, and shall be primary and non-contributory with any insurance or self-insurance coverage maintained by the City, protecting and holding the City, its officers, boards, commissions, agents, and employees, harmless from any and all damages of any kind that may arise in connection with the services or work to be performed under this Chapter 21.60 or franchise, whether or not such damages are alleged to arise or result from acts or omissions that are the sole negligence of the City, its officers, employees, or agents, or the combined negligence of the City and others:

A. Commercial General Liability insurance for a minimum limit of liability of \$2,000,000 each occurrence Combined Single Limit (CSL) bodily injury and property damage for premises/operations, products/completed operations, personal/advertising injury, contractual, independent contractors, and employers’/stop gap liability

that shall not exclude XCU/subsidence perils or any similar perils;

B. Automobile Liability insurance for owned, non-owned, leased, or hired vehicles, as applicable, with minimum limits of \$2,000,000 CSL; and

C. Workers Compensation insurance for Washington State as required by Title 51 RCW; provided the Office of Cable Communications may increase the minimum policy limits and coverage from time to time as it deems appropriate to adequately protect the City and the public. The grantee specifically acknowledges that the limits of liability specified in this Section are minimum limits of liability only and, except for the policy limits, shall not be construed to limit the liability of the grantee or any of the grantee's insurers. Each insurance policy shall be issued by an insurer rated A: VII or higher in the A.M. Best's Key Rating Guide, unless procured as a surplus lines placement by a licensed Washington State surplus lines broker, or as may otherwise be approved by the Office of Cable Communications. Each policy shall provide for at least 30 days' notice to the Director of the Office of Cable Communications of any change, cancellation, or lapse thereof, or as much notice as is allowed under the policy, and that "This policy is issued and intended to comply with the conditions and requirements of Section 21.60.160 of the Seattle Municipal Code."

Section 21. Section 21.60.170 of the Seattle Municipal Code, last amended by Ordinance 105427, is amended as follows:

~~((21.60.170 Proceeding before Hearing Examiner.~~

~~The Office of Cable Communications shall initiate a proceeding before a Hearing Examiner pursuant to the Administrative Code of the City for the purpose of having the Examiner make the determinations contemplated by Section 21.60.180 if:~~

~~A. The Office of Cable Communications determines that by reason of system failure not resulting from circumstances beyond its control the grantee has failed to comply with any material or substantial requirement of this chapter; or~~

~~B. The Office of Cable Communications determines that the grantee has failed or refused or neglected to do or~~



~~comply with any material or substantial requirement or limitation contained in this chapter or other ordinance (other than system failure) or any rule or regulation of the Office of Cable Communications validly adopted pursuant to this chapter; and such failure, refusal, or neglect has continued for a period of thirty (30) days following written demand by the Office of Cable Communications to do or comply with such requirement, limitation, term, condition, rule or regulation; or~~

~~C. The Office of Cable Communications has received a petition requesting institution of such proceedings and signed by at least twenty-five (25) percent of the subscribers within the cable district served by the grantee; provided however, that this subsection shall not be so interpreted as to preclude consideration by the Office of Cable Communications of complaints by nonsubscribers concerning matters in which such nonsubscriber(s) have a material interest.)~~

**21.60.170 Service to low-income households, and other service, build and construction requirements**

A. Service to low-income households

1. New franchise

a. Each new franchise shall allow grantee flexibility as to where and how to provide cable service within its franchise area. As provided in subsection 21.60.170.A.1.b, grantee's actual service area must satisfy a low-income service provision requirement within two years of the effective date of the franchise. Grantee is encouraged to satisfy that requirement as soon within that period as is feasible.

b. At all times after the date that is two years after the effective date of any new franchise, a significant portion of the total households to which grantee offers cable service shall be households that fall below the median income level as measured by census block group data.

2. Renewed franchise. At all times, a significant portion of the total households to which grantee offers cable service shall be households that fall below the median income level as measured by census block group data.

3. All grantees to verify low-income requirement. Grantee shall meet with and provide

documentation to the Office of Cable Communications not less frequently than semiannually to demonstrate that it has met the low-income service provision requirement in subsection 21.60.170.A.1.b (for a new franchise, if applicable at the time of a particular meeting) or in subsection 21.60.170.A.2 (for a renewed franchise). Quarterly, the Office of Cable Communications shall provide to Council a copy of grantee's documentation demonstrating that grantee has met its low-income service provision requirement along with the Office of Cable Communications' analysis of grantee's documentation. If grantee does not demonstrate compliance, the Office of Cable Communications shall report the noncompliance to Council in its quarterly report. The Office of Cable Communications shall provide these quarterly reports for the first five years of a new franchise, and for the first two years of a renewed franchise, and shall continue to provide these quarterly reports thereafter if so requested by the chair of the Council committee with oversight responsibility for cable issues.

a. If the Office of Cable Communications determines that the requirement is not being met, it may impose other requirements, including but not limited to (i) imposing penalties; (ii) requiring grantee to expand the provision of cable service to other areas of the city, to ensure that the low-income service provision requirement will be met; and (iii) mandating any other action intended to incent compliance with the low-income service provision requirement.

b. The Office of Cable Communications may also impose penalties for grantee's failure to comply with such additional requirements within a specified time.

4. The Office of Cable Communications shall develop procedures and metrics to implement this subsection 21.60.170.A to describe how compliance with the low-income service provision requirement will be measured and what threshold of service will be deemed to constitute compliance.

B. Other service requirements

1. Each franchise shall document, to the satisfaction of the Office of Cable Communications, the service area where grantee intends to initially offer cable service and, if applicable, where grantee currently

offers cable service.

2. Grantee shall not deny cable service to any customer based upon race, nor shall grantee base decisions about construction or maintenance of the cable system or facilities upon race.

C. Build out requirements. The build out requirements, if any, for a franchise shall be set forth in grantee's franchise.

D. Construction requirements. The construction of new cable facilities or the extension of existing cable facilities by grantee shall be accomplished in accordance with a plan, design, and construction schedule first submitted to and approved by the Office of Cable Communications with respect to the requirements of this Chapter 21.60, and then submitted to and approved by the Director of Transportation with respect to the requirements of Title 15. In either case, grantee shall at all times comply with this Chapter 21.60 and with Title 15 as the same now reads or is later amended, except that if this Chapter 21.60 and Title 15 are in any respect inconsistent the provisions of Title 15 control.

Section 22. Section 21.60.180 of the Seattle Municipal Code, last amended by Ordinance 105427, is amended as follows:

~~((21.60.180 Determinations by Hearing Examiner.~~

~~In any proceeding as set out in Section 21.60.170, it shall be the duty of the Hearing Examiner after receiving testimony and evidence from all interested parties:~~

~~A. To determine whether any such failure, refusal or neglect by grantee to do or comply with any such material requirement, limitation, term, condition, rule or regulation has occurred; and~~

~~B. If so, to determine whether such failure, refusal or neglect by grantee was with just cause; and~~

~~C. If such failure, refusal or neglect by the grantee was with just cause, to direct compliance within such time and upon such terms and conditions as are reasonable;~~

~~Provided, however, if the issue before the Hearing Examiner involves noncompliance with Section 21.60.380 he shall make a recommendation to the Council regarding a time certain for compliance by grantee.))~~

**21.60.180 Approval of the Director of Transportation required for right-of-way use**

- A. If it is practicable to use poles already in the right-of-way, the grantee shall use such poles and shall comply with Chapter 15.32 in doing so. If grantee does not use poles already in the right-of-way, all poles, cables, wires, antennae, conduits, or appurtenances shall be constructed and erected in compliance with the provisions of the pole attachment permit(s) and street use permit(s) authorizing their installation.
- B. If, in any part of the franchise area for which the grantee has been awarded a franchise, the City proposes to place electric power or communications wires and cables underground or to require the same, grantee may place facilities in the underground project, but if grantee does not do so and subsequently enters the area to serve it, grantee shall place its facilities underground. In areas where all other utilities have their facilities underground the grantee shall underground its facilities in accordance with Section 15.32.130.
- C. Nothing in this Chapter 21.60 prevents the City or any local improvement district or utility local improvement district from sewerage, paving, grading, altering, or otherwise improving or reimproving any of the streets of the City, including the installation of City-owned utilities, and the City is not liable for any damages resulting to the grantee by reason of the performance of such work or by exercise of such rights of the City. This Chapter 21.60 does not deprive the City of any rights or privileges that it now has, or that may hereafter be conferred upon it, to regulate and control the use of the right-of-way. If any right-of-way is improved or the grade thereof changed, modified, raised, or lowered, or the size, position, or location of any City-owned public utilities changed, modified, or altered, any of the installations belonging to the grantee that may be affected by or conflict with any such changes, alterations, or modifications shall be promptly adjusted, removed, altered, raised, lowered, or otherwise modified to conform to the improvements or changes made, by and at the expense of grantee and in conformity with the requirements of the Director of Transportation.
- D. If it is necessary for the grantee, in the erection of poles or in the construction of underground pipes or conduits, to excavate in any portion of any right-of-way, the grantee shall file with the Director of Transportation an application for permission to do such work in accordance with Title 15, and obtain a permit

from or approval of the Director of Transportation before beginning such work. If grantee disturbs the surface of any City right-of-way for any purpose, grantee shall be responsible for its restoration in accordance with Section 15.32.160. The City has the right to make use of any or all of the poles of the grantee for wires, cables, and conductors to carry any City-owned systems or facilities requiring such use.

E. If the Director of Transportation grants permission for use of any right-of-way of the City for the purpose of moving any building or structure, then grantee shall raise or remove any wires, cables, or conductors that may obstruct the removal of such building or structure in accordance with Section 15.32.110.

Section 23. Section 21.60.190 of the Seattle Municipal Code, last amended by Ordinance 105427, is amended as follows:

~~((**21.60.190 Declaration of termination of franchise.**~~

~~If the Hearing Examiner shall determine that such failure, refusal or neglect by the grantee was without just cause, he shall report such determination to the City Council whereupon the City may by ordinance declare that the franchise of such grantee shall be terminated and forfeited as of a date to be specified in such ordinance unless there be compliance by the grantee within such period as the City may also fix in such ordinance. Such ordinance shall be published once in the City official newspaper within three (3) days after the same shall have become a law.))~~

**21.60.190 Permission from property owner or tenant for installation**

A. If cable passes over or under private or publicly owned property, grantee is solely responsible for obtaining all necessary permission from the property owner.

B. Grantee shall not install or attach any of its facilities to any property without first securing the written permission of the owner or tenant of any property involved, or of such other person who has the right to approve or disapprove the attachment (authorized party), except if there is an existing utility easement. If such permission or easement is later revoked, the grantee at the request of the authorized party shall promptly remove any of its facilities and promptly restore the property to its original condition at grantee's expense.

Grantee shall perform all such installations and removals in compliance with state and local law and shall be responsible for any damage to residences or other property caused by the installation or the removal. In the event a grantee fails to perform such restoration, the authorized party has the right to do so at the sole expense of the grantee. Demand for payment for such restoration must be submitted by the authorized party in writing to the grantee.

C. Provision of cable services may not be conditioned on any right of entry agreement that requires an exclusive, long-term service commitment. However, the preceding sentence does not affect the grantee's right to furnish additional consideration in exchange for a right of entry agreement.

Section 24. Section 21.60.200 of the Seattle Municipal Code, last amended by Ordinance 105427, is amended as follows:

~~((21.60.200 City rights not affected.~~

~~The termination and forfeiture of any franchise shall in no way affect any other rights of the City under the franchise or any provision of law.))~~

**21.60.200 Compliance with chapter, franchise and other laws**

Construction, maintenance, and operation of the grantee's system, including subscriber connections, shall be in accordance with the provisions of this Chapter 21.60, the grantee's franchise agreement with the City, and, unless otherwise provided in the franchise, the provisions of all other applicable codes, ordinances, rules, regulations, and specifications of the City currently existing or later enacted, including, but not limited to, those concerning electrical work and street use excavation, removal and relocation of property, and other street work.

Section 25. Section 21.60.210 of the Seattle Municipal Code, last amended by Ordinance 121148, is amended as follows:

~~((21.60.210 Cable districts and access areas.~~

~~A. Cable district boundaries and designations shall be as depicted on Exhibit "1" "CABLE DISTRICTS"~~

attached to Ordinance 121148.

B. Access districts shall be as depicted on Exhibit "B"-"ACCESS AREAS" attached to Ordinance 105427.))

### **21.60.210 Compliance with state and federal laws and regulations**

This Chapter 21.60 and any franchise granted pursuant to it shall at all times be interpreted as to require the grantee to comply with all applicable state and federal laws, including FCC rules and regulations relating to the provision of cable services. Such interpretation of this Chapter 21.60 does not diminish, impair, alter, or affect any contractual benefit to the City or grantee or any contractual obligation of the grantee under any franchise issued under this Chapter 21.60.

Section 26. Section 21.60.220 of the Seattle Municipal Code, last amended by Ordinance 120138, is amended as follows:

#### **~~(21.60.220 Applications for franchise.~~**

~~Each application for the granting or renewal of a franchise to construct, operate or maintain any cable communications system in this City shall be filed with the Office of Cable Communications, be accompanied by a processing fee in the amount of Twenty Thousand Dollars (\$20,000) and shall also contain or be accompanied by the following:~~

~~A. The name, address and telephone number of the applicant;~~

~~B. A detailed statement of the corporate or other business entity organization of the applicant, including but not limited to, the following and to whatever extent may reasonably be required by the Office of Cable Communications:~~

~~1. The names, residence and business addresses of all officers and directors of the applicant,~~

~~2. The names and addresses of all persons having, controlling, or being entitled to have or control, five (5) percent or more of the ownership of the applicant, either directly or indirectly, and the respective ownership share of each such person,~~

~~3. A detailed description of all previous experience of the applicant or the owners of the applicant in providing~~

~~cable communications and in related or similar fields;~~

~~4. A detailed and complete recent financial statement prepared by or under the supervision of certified public accountants, and of any corporation owning a majority or more of the voting stock of the applicant;~~

~~5. A detailed financial plan showing the financial resources required to construct and operate the proposed system together with satisfactory evidence of the availability to applicant of funding requirements in excess of applicant's own cash resources not otherwise committed;~~

~~C. A detailed statement of the proposed plan of operation of the applicant, which shall include:~~

~~1. A statement of the cable district proposed to be served and a proposed time schedule, not in conflict with this chapter, for installation in each neighborhood or portion of the district of all equipment necessary to complete energization throughout the entire area to be served;~~

~~2. A statement or schedule setting forth all proposed classifications of rates and charges to be made against subscribers and all rates and charges as to each of the classifications including installation charges and service charges and which shall remain in effect for not less than twelve (12) months following the grant of the franchise; provided grantee by this requirement shall not be precluded from initiating an application for a rate revision prior to the twelfth month, to be effective thereafter if allowed;~~

~~3. A detailed, informative and referenced statement describing the actual equipment and operational standards proposed by the applicant, including when applicable administrative and technical procedures for interconnection of access channels and for safeguarding the privacy of return signals. In no event shall the operational and performance standards be less than those contained in Title 47, Subpart K (Section 76.601 et~~

~~seq.) Rules and Regulations, Federal Communications Commission adopted February 2, 1972, and as amended;~~

~~4. A copy of any agreement proposed to be entered into between the applicant and any subscriber;~~

~~5. A statement setting forth the substance of, and names of persons party to, all agreements existing or proposed between the applicant and any other person which materially relate to or depend upon the granting of the franchise;~~



~~D. A copy of any agreement with respect to the franchise area existing between the applicant and any public utility providing for the use of any facilities of the public utility; and~~

~~E. Any other reasonable information requested by the Office of Cable Communications or the Council, or required by any provision of any other ordinance of the City or its Charter, or deemed pertinent by the applicant.)~~

### **21.60.220 Obligation to comply promptly**

Time is of the essence with respect to a grantee's obligations in any franchise granted under this Chapter

21.60. The grantee shall not be relieved of its obligation to comply promptly with any of the provisions of this Chapter 21.60 or its franchise with the City by any failure of the City to enforce prompt compliance.

Section 27. Section 21.60.230 of the Seattle Municipal Code, last amended by Ordinance 120181 and that currently reads as follows, is repealed:

#### **~~((21.60.230 When applications accepted-Notification.~~**

~~A. For a period of one hundred eighty (180) days immediately preceding the expiration date of a franchise for any given cable district the Office of Cable Communications will accept for filing applications for franchises for such cable district. At least ten (10) days but not more than thirty (30) days in advance of the aforementioned date on which applications will first be accepted, the Office of Cable Communications shall give written notice thereof to each person who is then the holder of an existing CATV cable franchise from the City and to any person who has requested such notice in writing, and by publication of notice for one (1) day in a newspaper of general circulation throughout the City, which published notice shall include a copy of the table of contents of this chapter.~~

~~B. In the event that the Office of Cable Communications, upon the advice and recommendation of the Advisory Board, determines that an area not a part of a cable district is to be designated a cable district and is to be served, the Chief Technology Officer shall publish notice in a newspaper of general circulation throughout the City that applications for a franchise to serve such area will be received until a designated date which date shall~~

~~be not less than ninety (90) days nor more than one hundred eighty (180) days after publication of such notice. Such published notice shall contain a copy of the table of contents of this chapter.))~~

Section 28. Section 21.60.240 of the Seattle Municipal Code, last amended by Ordinance 107025, is amended as follows:

~~((**21.60.240 Report and recommendation on application.**~~

~~Upon receipt of any application for franchise, the Office of Cable Communications shall prepare a written analysis or report upon such application and thereafter in consultation with the Advisory Board make recommendations respecting such application. Any such analysis or reports and recommendations shall be completed and filed with the Council within ninety (90) days following the close of the period for filing of the application.))~~

**21.60.240 No recourse against City for loss or expense**

A grantee has no recourse against the City for any loss, cost, expense, or damage arising out of any provision or requirement of this Chapter 21.60 or for any franchise issued under this Chapter 21.60 or because of its enforcement.

Section 29. Section 21.60.250 of the Seattle Municipal Code, last amended by Ordinance 107025, is amended as follows:

~~((**21.60.250 Public hearing on application.**~~

~~Upon receipt of the reports or analysis and recommendations of the Office of Cable Communications, the Council shall promptly schedule a public hearing upon the application reported, and shall cause the City Clerk to publish notice thereof in at least two (2) newspapers of general circulation within the City at least once a week for each of the two (2) weeks preceding such hearing, provided, however, that no two (2) or more applications shall be considered at any one (1) hearing except by consent of the applicants and no applications shall be considered at any one (1) hearing which do not relate to the same cable district. The notice shall state the name of each proposed grantee for each cable district and the place where applications and relevant material~~

~~are available to the public, and shall set forth the day, hour and place when and where any interested persons may file written comments pertaining thereto and/or appear before the Council and be heard.))~~

### **21.60.250 Rights reserved in the City**

There is reserved in the City every right and power that is required to be reserved or provided by any law, and a grantee by its acceptance of a franchise agrees to be bound by the franchise and to comply with any action or requirements of the City in its exercise of such rights or powers.

Section 30. Section 21.60.260 of the Seattle Municipal Code, last amended by Ordinance 107025, is amended as follows:

#### **~~((21.60.260 Considerations at public hearing.~~**

~~At the hearing so scheduled or any adjournments thereof, all citizens and other interested parties shall have an opportunity to express their views orally or in writing to the Council, and the Council shall consider all the views expressed at the public hearing in determining its action upon each franchise application. Written comments if responsive to written or oral statements of any person filed or made at the hearing, but not otherwise, shall be received up to the conclusion of the fifth business day following the conclusion of the hearing, and be considered by the Council. The Council shall also give due consideration to the quality of the service proposed; the experience, character, background, and financial responsibility of each applicant and its management and owners; the technical and performance quality of equipment; the program proposed for construction; and the applicant's ability to meet construction and physical requirements and to abide by the terms and requirements of the franchise generally. The Council shall also give weight to local ownership and to ownership representing minorities within the larger public.))~~

### **21.60.260 Affirmative efforts in employment and nondiscrimination in benefits**

Every franchise granted under this Chapter 21.60 shall contain provisions that ensure compliance with all requirements of Chapter 20.42 and Chapter 20.45, as the same may be amended, including, but not limited to, the affirmative efforts requirements in Section 20.42.050 and the prohibition on discrimination in providing

benefits in Section 20.45.020.

Section 31. Section 21.60.270 of the Seattle Municipal Code, last amended by Ordinance 107025, is amended as follows:

~~((21.60.270 Council determinations–Rejection or further consideration of application.~~

~~If the Council should determine to reject any application, such determination shall be final and the application shall be deemed rejected. If the Council shall determine further to consider an application, then:~~

~~A. (Reserved subsection.)~~

~~B. The reasonableness of the subscriber rates and charges proposed by the applicant shall be inquired into at a hearing before a Hearing Examiner pursuant to the Administrative Code of the City (Ordinance 102228) and Sections 21.60.300 through 21.60.320. The Hearing Examiner shall make a determination concerning the reasonableness of the proposed rates and charges and forward such determination to the City Council. In the event that the Hearing Examiner determines that an independent audit of applicant's accounts and records by certified public accountants is essential to a determination of the fairness of applicant's proposed rates and charges he may direct applicants to cooperate in such respect. If an applicant is already operating under an existing franchise and does not propose to increase its rates and charges, no such hearing shall be required.~~

~~C. If the Council shall determine that a franchise be granted to the applicant upon the terms proposed by the applicant with respect to the applicant's construction program and subscriber rates and charges or upon different terms, such determination shall be expressed in the ordinance granting a franchise to the applicant.~~

~~D. No bill granting a franchise shall be finally passed within thirty (30) days after its introduction, nor until it has been published in the official newspaper of the City at the expense of the applicant for ten (10) consecutive press days. Any ordinance granting a franchise shall be published once in the official newspaper of the City at the expense of the applicant therefor within three (3) days after the same shall have become law.))~~

**21.60.270 Force majeure**

If a grantee is prevented or delayed in the performance of any of its obligations under this Chapter 21.60

by reason of acts of God, floods, fire, hurricanes, tornadoes, earthquakes, or other unavoidable casualties, insurrection, war, riot, vandalism, strikes, or sabotage, to the extent such event prevents performance by the grantee and such event is beyond grantee's control, the grantee shall have a reasonable time under the circumstances to perform such obligation under this Chapter 21.60, or to get a substitute for such obligation to the satisfaction of the City. If grantee claims a force majeure event, grantee shall give prompt written notice of the same to the City and shall set forth its plan of action to meet the obligations of this Chapter 21.60 once the force majeure event no longer prevents the grantee's performance.

Section 32. Section 21.60.280 of the Seattle Municipal Code, last amended by Ordinance 107025, is amended as follows:

**~~((21.60.280 Procedure for grant or renewal of franchise.~~**

~~The procedure for granting any franchise other than those contemplated by Section 21.60.230 and for renewing any franchise granted pursuant to this chapter shall be as follows:~~

~~A. Upon receipt of any application for the granting or renewal of a franchise, the Office of Cable Communications shall prepare a written analysis or report upon such application and thereafter in consultation with the Advisory Board, make recommendations respecting such application and cause the same to be completed and, together with the application, filed with the Council within ninety (90) days.~~

~~B. On receipt of such report or analysis and recommendation, the Council shall schedule a public hearing and cause notice thereof to be published at least once a week for each of two (2) weeks preceding the hearing in each of the two (2) newspapers of general circulation within the City, which notice shall contain the same information described in Section 21.60.250. In addition, if the application is for renewal of a franchise for a cable district then served by a local access channel, the applicant shall broadcast notice of the hearing over all such channels at least once each working day between the hours of nine (9:00) a.m. and eleven (11:00) p.m. during the two (2) weeks immediately preceding the hearing.~~

~~C. The procedures followed at and subsequent to the hearing shall be the same as those described in Sections~~

~~21.60.260 and 21.60.270.))~~

**21.60.280 Effective date**

Nothing in this Chapter 21.60 shall abridge, impair, alter, modify, or in any way affect any right, privilege, or immunity of either the grantee or the City conferred by or arising under any cable franchise granted before and remaining in effect on the effective date of the ordinance introduced as C.B. 118347. Any franchise renewed pursuant to Section 21.60.100 after the effective date of the ordinance introduced as C.B. 118347 shall be subject to the terms of Chapter 21.60 as amended.

Section 33. Section 21.60.290 of the Seattle Municipal Code, last amended by Ordinance 120138 and that currently reads as follows, is repealed:

~~**((21.60.290 Franchise grant for entire cable district or entire City-Exception.**~~

~~No grantee shall be awarded a franchise for less than an entire cable district. A grantee shall provide cable service in the entire franchise district(s) consistent with the grant of the franchise, unless:~~

~~A. The provider of cable service is operating under the provisions of SMC Section 21.60.700 in lieu of a franchise;~~

~~B. The grantee has not yet completed the construction of the physical plant to provide service throughout the entire franchise area, provided the grantee is in compliance with the build-out requirements of the franchise;~~

~~C. The grantee has received an administrative waiver based on a determination that effective competition is available in the area of the waiver. For the purpose of granting an administrative waiver, the presence of three (3) cable services franchise grantees providing services throughout the area of the waiver shall constitute effective competition. When a cable district is served by more than one (1) system, the systems shall be interconnected at the expense of the grantee operating under a franchise initially granted pursuant to this chapter in such a way as to provide common access channels throughout the cable district.))~~

Section 34. Section 21.60.295 of the Seattle Municipal Code, last amended by Ordinance 116917 and that currently reads as follows, is repealed:

~~((21.60.295 Regulation of cable television rates and charges.~~

~~A. The Office of Cable Communications shall regulate the rates charged by local cable television franchises in conformance with, and to the extent permitted by the Cable Television Consumer Protection and Competition Act of 1992, Pub. L. No. 102-385, 106 Stat. 1460, 47 U.S.C. Section 521 et seq. (1992), and implementing regulations of the Federal Communications Commission.~~

~~B. The Office of Cable Communications is authorized to take all steps necessary to become certified by the Federal Communications Commission to regulate cable television rates.~~

~~C. The Office of Cable Communications shall adopt such rules and regulations as necessary to regulate cable television rates.))~~

Section 35. Section 21.60.300 of the Seattle Municipal Code, last amended by Ordinance 116917 and that currently reads as follows, is repealed:

~~((21.60.300 Subscriber rates and charges Approval required.~~

~~A. No grantee shall impose or be permitted to impose upon subscribers or users rates or charges for installation or for basic services, approved by the Federal Communications Commission (FCC) and the City, until it has first been determined in the manner provided in this section and Section 21.60.295. The determination of the Hearing Examiner in such respect shall be made in accordance with the Administrative Code of the City (Seattle Municipal Code Chapter 3.02) and shall constitute a final order or decision; provided, however, that in connection with the original grant of a franchise pursuant to this chapter the reasonableness of rates or charges shall be determined according to Sections 21.60.230 through 21.60.290~~

~~B. Any applicant for the granting or renewal of a franchise (except an applicant who already provides cable service to all or part of the cable district for which the franchise or renewal is sought and who proposes no increase in rates and charges for installation and basic services) and any grantee proposing any increase in rates and charges for installation or basic services shall first file with the Office of Cable Communications a schedule of the proposed increased rates and charges together with supporting financial data presented in a manner~~

~~susceptible of meaningful comparison among all grantees, as prescribed by rules adopted pursuant to Section 21.60.650. Such supporting data shall include a statement covering the period since the last previous rate adjustment showing clearly what total proceeds were derived from the system in terms of ratepayers payments and users charges and the proportion of those proceeds devoted to operation and maintenance of the system and construction of capital plant in the cable district. The Office of Cable Communications shall examine and investigate the material submitted by the applicant or grantee and, in consultation with the Advisory Board, make a recommendation to the Council with respect thereto within thirty (30) days after receipt.))~~

Section 36. Section 21.60.310 of the Seattle Municipal Code, last amended by Ordinance 105427 and that currently reads as follows, is repealed:

~~**((21.60.310 Subscriber rates and charges-Determination of Hearing Examiner.**~~

~~The application of the applicant or grantee and the report of the Office of Cable Communications and recommendations of the Advisory Board and the Office of Cable Communications shall be submitted to a Hearing Examiner, and the reasonableness of the proposed rates and charges shall be determined after notice and a hearing by a Hearing Examiner pursuant to the Administrative Code of the City. Notice of the hearing shall briefly describe the proposed rates and charges and the recommendation of the Office of Cable Communications with respect thereto and shall state the place where the application and relevant facts are available to the public, the time and place of the hearing, and the date by which written comments must be submitted. Notice of the hearing will be sufficient if published at least once a week during each of the two (2) weeks preceding the hearing in a newspaper of general circulation within the City and in one (1) or as many more community newspapers within the cable district or franchise areas, as may be necessary to cover the entire district and if broadcast over the local access channels of the applicant or grantee (if any) in the cable district or districts affected at least once each working day between the hours of nine (9:00) a.m. and eleven (11:00) p.m. during the two (2) weeks immediately preceding the hearing.))~~

Section 37. Section 21.60.320 of the Seattle Municipal Code, last amended by Ordinance 116917 and



that currently reads as follows, is repealed:

~~((21.60.320 Subscriber rates and charges Purpose of hearing.~~

~~The purpose of the hearing before a Hearing Examiner shall be to determine whether the rates and charges proposed by the applicant or grantee are not in excess of the rates permitted by FCC rate regulations as now or hereafter amended and franchise requirements, if any. In the event that the Hearing Examiner determines that an independent audit of applicant's accounts and records by certified public accountants is necessary to the above determination, he/she may direct applicants to cooperate in such respect, and failure to consent to such audit without just cause shall be a ground for rejection of the applicant's application. The applicant or grantee shall have the burden of persuasion.))~~

Section 38. Section 21.60.330 of the Seattle Municipal Code, last amended by Ordinance 120181 and that currently reads as follows, is repealed:

~~((21.60.330 Bonds.~~

~~Upon being granted a franchise and upon the filing of the acceptance required under SMC Section 21.60.370, a grantee shall deliver to the City Clerk for filing, and thereafter maintain continuously in effect a good and sufficient bond in the penal sum of One Hundred Thousand Dollars (\$100,000), executed by a surety company authorized and qualified to do business in the state as a surety or by other sureties acceptable to the Office of Cable Communications and in a form approved by the City Attorney, which bond shall stipulate that grantee shall strictly comply with each and every condition and covenant of its franchise; provided, that whenever in the judgment of the Chief Technology Officer any bond or bonds filed by a grantee pursuant to the provisions of this section shall be deemed insufficient to satisfy the conditions of the bond, the grantee shall upon demand furnish a new or additional bond in such amount as may be specified by the Chief Technology Officer and with such sureties as are acceptable to the Chief Technology Officer, and maintain such new or additional bond continuously in effect; and provided further that the bond shall include the obligation of the surety to guarantee payment to the City of the penalty provided for in SMC Section 21.60.360 should such penalty become~~

applicable.))

Section 39. Section 21.60.340 of the Seattle Municipal Code, last amended by Ordinance 107614 and that currently reads as follows, is repealed:

~~((21.60.340 Indemnity.~~

~~By acceptance of a franchise granted pursuant to this chapter and the rights and privileges thereby granted, grantee does covenant and agree with the City for itself, its successors and assigns, to at all times protect and save harmless the City from all claims, actions, suits, liability, loss, cost, expenses or damages of every kind or description which may accrue to or be suffered by any person or persons or property, and to appear and defend at its own cost and expense any action instituted or begun against the City for damages by reason of the construction, reconstruction, readjustment, repair, maintenance, operation or use of the streets of the City, or any act(s) or omission(s) of grantee, its successors or assigns, exercising any privilege conferred by this chapter or by such franchise, and in case judgment shall be rendered against the City in any such suit or action, the grantee shall fully satisfy such judgment within ninety (90) days after such action or suit shall have been finally determined if determined adversely to the City. Such indemnity shall include, but not be limited to, any liability as may arise or occur, or be alleged to arise or occur, from concurrent, contributing or joint acts or omissions of grantee and the City, but not attributable to the sole negligence of the City.))~~

Section 40. Section 21.60.350 of the Seattle Municipal Code, last amended by Ordinance 116368 and that currently reads as follows, is repealed:

~~((21.60.350 Insurance.~~

~~So long as grantee shall possess any right or privilege granted pursuant to this chapter or franchise, and before the commencement of any work under this agreement, the grantee shall deliver to the Office of Cable Communications for filing with the City Clerk a policy of insurance (or a copy thereof) showing that it has procured and is maintaining at all times a policy of public liability insurance, in a form approved by the City Attorney, naming the City as an insured, protecting and holding the City harmless from any and all damages of~~

~~any kind whatsoever which may arise in connection with the services or work to be performed under this chapter, whether or not such damages are alleged to arise or result from acts or omissions which are the sole negligence of the City, its officers, employees and/or agents or the combined negligence of the City and others, in at least the principal amount of One Million Dollars (\$1,000,000) for bodily injury or death to any one (1) person or for bodily injury or death to any number of persons in any one (1) incident, and/or One Million Dollars (\$1,000,000) for all property damage occurring during any one (1) incident, and/or One Million Dollars (\$1,000,000) for deprivation of civil rights and civil liberties, defamation of character, libel, slander, invasion of contractual rights, inverse condemnation, or similar or other causes of action, provided the Director of Cable Communications may increase the minimum policy limits and coverage from time to time as the Director deems appropriate to adequately protect the City and the public. The policy shall provide for at least thirty (30) days' notice to the Director of Cable Communications of any change, cancellation or lapse thereof, and that "This policy is issued and intended to comply with the conditions and requirements of Section 21.60.350 of the Seattle Municipal Code."~~)

Section 41. Section 21.60.360 of the Seattle Municipal Code, last amended by Ordinance 120181 and that currently reads as follows, is repealed:

~~((**21.60.360 Penalties.**~~

~~It is the intent of this chapter that the citizens of Seattle who have contracted with a cable television franchise grantee for basic cable services be provided uninterrupted service and, if any grantee abandons or wilfully ceases to serve any cable district or portion thereof, the grantee, after a hearing before the Chief Technology Officer, upon a determination and findings of such abandonment or wilful cessation of service shall be subject to a penalty of not less than Fifty Dollars (\$50) nor more than One Hundred Dollars (\$100), in the discretion of the Director, for each day such wilful cessation of service or abandonment continues, but not to exceed a total sum of Fifty Thousand Dollars (\$50,000). Operation by a temporary substitute operator by permission of the grantee and the City shall stay the penalty provision of this section for so long as the system is thereby~~

~~maintained in operation.))~~

Section 42. Section 21.60.370 of the Seattle Municipal Code, last amended by Ordinance 107614 and that currently reads as follows, is repealed:

~~((21.60.370 Acceptance of franchise.~~

~~A. No franchise granted under this chapter shall become effective for any purpose unless and until an acceptance in writing thereof shall have been filed with the City Clerk. Such written acceptance, which shall be in form and substance approved by the City Attorney, shall also be and operate as an acceptance of each and every term and condition and limitation contained in this chapter or in such franchise, or otherwise specified as provided in this section.~~

~~B. The written acceptance shall be filed by the grantee not later than thirty (30) days following the effective date of the ordinance granting such franchise.~~

~~C. In default of the filing of such written acceptance as required in this section, the grantee shall be deemed to have rejected and repudiated the franchise and the City may invite and thereafter receive applications from persons desiring to serve the subject cable district.~~

~~D. In any case, all rights, remedies and redress which may or shall be available to the City under this chapter, shall at all times be available to the City and shall be preserved and maintained and shall continuously exist in and to the City and shall not be in any manner or means modified or abridged, altered, restricted or impaired by reason of this chapter or otherwise.~~

~~E. By acceptance of a franchise granted pursuant to this chapter any and all grantees specifically acknowledge that nothing in this chapter contained or in any franchise granted pursuant thereto constitutes an abrogation by the City of its police powers in any respect whatsoever.~~

~~F. If for the purpose of documenting his compliance with federal regulations for federal authorities, any person operating a CATV system within any cable district or districts pursuant to a franchise outstanding on the effective date of the ordinance codified in this chapter desires to accomplish such documentation by electing to~~

~~accept the terms and conditions of this chapter he may do so by filing with the Office of Cable Communications a written acceptance of the terms and conditions of such ordinance which shall be in form and substance approved by the City Attorney and shall specify the cable district or districts to which the acceptance relates. Such an acceptance shall have the effect of conforming such outstanding franchise to this chapter for the district or districts specified except that such outstanding franchise shall terminate on its original expiration date.))~~

Section 43. Section 21.60.380 of the Seattle Municipal Code, last amended by Ordinance 120181 and that currently reads as follows, is repealed:

~~**((21.60.380 Construction Approval of plan Rate or extension of service.**~~

~~The construction of new cable facilities or the extension of existing cable facilities by a grantee shall be done in accordance with a plan or design first submitted to and approved by the Chief Technology Officer with respect to the requirements of this chapter, and then submitted to and approved by the Director of Transportation with respect to the requirements of SMC Title 15. The grantee shall at all times comply with this chapter and with SMC Title 15 (commonly called the Street Use Ordinance) as the same now reads or is hereafter amended, except that if this chapter and SMC Title 15 are in any respect inconsistent the provisions of the latter shall control. To the end, unless otherwise specified in the grant of franchise, an entire cable district shall be served within seven (7) years from the date of the awarding of the franchise, and the franchise shall specify milestones for the extension of cable service throughout the district for each year; provided, however, that the legislative authority may by ordinance and pursuant to a specific application by the grantee, extend the time for a grantee's performance to a date certain after receiving findings and a recommendation from the Hearing Examiner and after a hearing by the Hearing Examiner upon the facts as to whether the failure to extend the time would cause the grantee to suffer an unreasonable rate of return in its investment in the cable district, or as to whether delay is caused by strikes, acts of God, or other unforeseen circumstances beyond the control of the grantee.))~~

Section 44. Section 21.60.390 of the Seattle Municipal Code, last amended by Ordinance 120138 and that currently reads as follows, is repealed:

~~((21.60.390 Erection of poles and wires-Undergrounding.~~

~~All poles, cables, wires, antennae, conduits or appurtenances shall be constructed and erected in a neat, workmanlike manner and shall be of such height and occupy such position in compliance with the provisions of the pole attachment permit(s) and street use permit(s) authorizing its installation. Whenever it is practicable to make use of poles already in the streets of the City, the grantee shall make use of such poles as provided in SMC Chapter 15.32, provided that in any district in which telephone, telegraph and electric power wires and cables have been placed underground, the grantee shall not be permitted to erect poles or to run or suspend wires, cables or other conductors thereon but shall lay such wires, cables or conductors underground in such manner as is required by the City, and if, prior to the passage of any ordinance creating a local improvement district or utility local improvement district which involves placing overhead utilities underground grantee shall have erected poles and suspended wires, cables and other conductors thereon, grantee shall participate in such underground project and shall remove poles, cables and wires from the surface of the streets within such district and shall place the same underground in conformity with the requirements of the Director of Transportation.))~~

Section 45. Section 21.60.400 of the Seattle Municipal Code, last amended by Ordinance 107614 and that currently reads as follows, is repealed:

~~((21.60.400 Undergrounding requirements.~~

~~If in any part of the cable district for which the grantee has been awarded a franchise and where no cable facilities have been installed, the City or a local improvement district proposes to place telephone, telegraph and electric power wires and cables underground, or to require the same, grantee may place facilities in the underground project, but if grantee does not do so and subsequently enters the area to serve the same, grantee shall place its facilities underground. In areas where all other utilities have their facilities underground the grantee shall underground its facilities within a reasonable period of time, as directed by the City Council.))~~

Section 46. Section 21.60.440 of the Seattle Municipal Code, last amended by Ordinance 107614 and that currently reads as follows, is repealed:

~~((21.60.440 Compliance with chapter.~~

~~Construction, maintenance and operation of grantee's system, including house connections, shall be in accordance with the provisions of this chapter and in accordance with the provisions of all other applicable codes and ordinances, including the Electrical Code (Ordinance 103501), and grantee shall comply with all applicable state and federal laws and the rules and regulations of the Federal Communications Commission relating to CATV systems.))~~

Section 47. Section 21.60.450 of the Seattle Municipal Code, last amended by Ordinance 123361 and that currently reads as follows, is repealed:

~~((21.60.450 Connection point.~~

~~Except in areas of the cable district in which, by the terms of the grantee's franchise, no construction is required, the grantee shall, on payment of the installation charge prescribed in accordance with Sections 21.60.300 through 21.60.320, provide a connection, overhead or underground at the discretion of the City Light Department, to any point located not more than 300 feet from grantee's nearest distribution cable, and shall not accept payment for an installation charge unless there is a distribution cable within 300 feet of the subscriber's property or a specific written agreement has been entered into with the subscriber regarding the cost of a connection over a distance greater than 300 feet.))~~

Section 48. Section 21.60.460 of the Seattle Municipal Code, last amended by Ordinance 107614 and that currently reads as follows, is repealed:

~~((21.60.460 Council may require construction in previously excluded area.~~

~~Notwithstanding any limitation to the contrary contained in grantee's franchise, the Council by ordinance may require grantee to construct cable facilities in any part of the cable district where by the terms of the franchise no such construction was originally required, if the Council determines on recommendation of the Office of Cable Communications or on petition by residents of the excluded area that because of changed economic circumstances since the granting of the franchise it has become feasible to require construction in such area.))~~

Section 49. Section 21.60.470 of the Seattle Municipal Code, last amended by Ordinance 107614 and that currently reads as follows, is repealed:

~~((21.60.470 Permission from property owner.~~

~~It shall be grantee's sole responsibility when cable passes over or under private or publicly owned property to obtain all necessary permission from the owner thereof.))~~

Section 50. Section 21.60.480 of the Seattle Municipal Code, last amended by Ordinance 105427 and that currently reads as follows, is repealed:

~~((21.60.480 Consumer protection.~~

~~Subscribers and users in each cable district shall have the protection described in this section in addition to all other rights conferred in this chapter. A copy of this section shall be furnished by the grantee, at grantee's expense, to each new subscriber.~~

~~A. The Office of Cable Communications shall, in addition to receiving and investigating subscriber complaints, furnish timely information to the public regarding proceedings with respect to proposals to change the terms of this chapter or other City ordinances relating to cable communications, the terms of any franchise, subscriber rates and charges in any cable district, or relating to renewal or termination of any franchise or the transfer of control of any grantee.~~

~~B. Each grantee shall furnish to the Office of Cable Communications, and the Office of Cable Communications shall compile and maintain for public inspection during regular business hours, copies of:~~

- ~~1. All applications and other communications submitted by franchise applicants or grantees to the City, the Federal Communications System or any other federal, state, or local regulatory body having jurisdiction in respect of cable communications within this City;~~
- ~~2. Current information on ownership and management of the grantee;~~
- ~~3. Current information on forms of subscriber agreements used by the grantee; complaint procedures followed by the grantee; and nonbasic services offered by the grantee and the rates and charges therefor; and~~



~~4. Records of all requests for use of public access channels and leased channel time and the disposition of such requests, and records of all signals and programs carried (other than radio and television broadcast signals).~~

~~C. The Office of Cable Communications shall also compile and maintain for public inspection during regular business hours copies of:~~

~~1. All federal, state, and local laws and regulations applicable to cable communications within this City;~~

~~2. Records of all complaints filed with the Office of Cable Communications and the disposition thereof; and~~

~~3. Policy statements and administrative and staff operating procedures of the Office of Cable Communications and the Advisory Board;~~

~~4. All reports and recommendations to the Council by the Office of Cable Communications or the Advisory Board, or both.~~

~~D. Each grantee shall make available to the public, at such hours of the day and at such places and in such manner as the grantee shall determine with the approval of the Advisory Board, current information pertaining to schedules of rates and charges for basic and nonbasic services, the address and telephone number of the grantee's local office, instructions for operating subscriber terminal equipment, an emergency service telephone number, a description of complaint procedures, a description of subscriber rights, and schedules for programs on the local government, educational, and public access channels (to the extent such program content is known to the grantee).~~

~~E. In the operation of a CATV system under a franchise granted pursuant to this chapter, no grantee shall make or grant any undue preference or advantage to any subscriber or user or other person, nor discriminate against any person or group; provided that this subsection shall not be construed to prohibit trade promotions customary in the industry, provided such trade promotions are not otherwise prohibited by law.~~

~~F. If a grantee should for any reason cancel service to a subscriber without cause within a period of thirty-six (36) months from the commencement of furnishing service to that subscriber and prior to the termination or expiration of the grantee's franchise, the grantee shall refund to that subscriber a fraction of the installation~~

~~charge paid by that subscriber, the numerator of which shall be the number of months remaining until completion of the thirty-six (36) month period, and the denominator of which shall be thirty-six (36).~~

~~G. No grantee shall cause or permit the viewing habits of any subscriber to be monitored without the subscriber's express consent.~~

~~H. Whenever a grantee shall offer a new service or facility, or changes in channel allocation or assignment, the grantee shall give notice thereof to the general public, to the Office of Cable Communications and through the Office of Cable Communications to each educational institution and to the person in charge of each City-owned building in the cable district to which the grantee provides basic service without charge pursuant to Sections 21.60.090 through 21.60.140, whereupon such new service or facility shall be made available to all subscribers if technically practicable, and without discrimination.~~

~~I. A grantee shall give to subscribers advance written notice of any hearing concerning grantee's franchise or any proposed change in subscriber rates and charges, such notice to contain all information contained in the published notice of hearing, and shall prior to such hearing file an affidavit by one (1) of its officers attesting to the fact that such written notice to subscribers has in fact been given.))~~

Section 51. Section 21.60.490 of the Seattle Municipal Code, last amended by Ordinance 105427 and that currently reads as follows, is repealed:

~~((21.60.490 Franchise to be nonexclusive.~~

~~Every franchise granted pursuant to this chapter shall be nonexclusive.))~~

Section 52. Section 21.60.500 of the Seattle Municipal Code, last amended by Ordinance 105427 and that currently reads as follows, is repealed:

~~((21.60.500 Privileges as stated in chapter.~~

~~No privilege shall be granted or conferred by any franchise granted under this chapter except those specifically prescribed in this chapter.))~~

Section 53. Section 21.60.510 of the Seattle Municipal Code, last amended by Ordinance 105427 and

that currently reads as follows, is repealed:

~~((21.60.510 Subordinate to City and prior lawful occupancy.~~

~~Any privilege claimed under any such franchise by the grantee in any street or other public property shall be subordinate to the City's police powers and to any prior lawful occupancy of the streets or other public property.~~

~~))~~

Section 54. Section 21.60.520 of the Seattle Municipal Code, last amended by Ordinance 105427 and that currently reads as follows, is repealed:

~~((21.60.520 Transfers or assignment.~~

~~Any such franchise shall be a privilege to be held in personal trust by the original grantee. It cannot in any event be sold, transferred, leased, assigned or disposed of in whole or in part, either by forced or involuntary sale or by voluntary sale, merger, consolidation or otherwise, without prior approval of the City expressed by ordinance, and then only under such conditions as may therein be prescribed. An application for any approval required by this section shall be filed with the Office of Cable Communications and a hearing thereon shall be conducted by the Council in the same manner as an application for granting or renewal of a franchise as provided in Section 21.60.280. A recommendation by the City Council for such approval may not be unreasonably refused; provided, however, the proposed assignee must show financial responsibility as determined by the Council, must demonstrate to the Council's satisfaction its ability to comply with the provisions of this chapter and must agree to comply with all provisions of this chapter; and provided further that in case of a transfer or assignment as security by mortgage or other hypothecation in whole or in part to secure indebtedness, such consent shall not be required unless and until the secured party elects to realize upon the collateral. In the event grantee is a corporation, an assignment of the franchise shall be deemed to occur if there is an actual change in control or where ownership of more than fifty percent (50%) of the voting stock of grantee is acquired by a person or group of persons acting in concert, none of whom already own fifty percent (50%) or more of the voting stock singly or collectively. Any such transfer or assignment shall be made only by~~

~~an instrument in writing, such as a bill of sale or similar document, a duly executed copy of which shall be filed in the Office of Cable Communications within thirty (30) days after such transfer or assignment.))~~

Section 55. Section 21.60.530 of the Seattle Municipal Code, last amended by Ordinance 105427 and that currently reads as follows, is repealed:

~~((21.60.530 Obligation to comply promptly.~~

~~Time shall be of the essence of any franchise granted under this chapter. The grantee shall not be relieved of its obligation to comply promptly with any of the provisions of this chapter by any failure of the City to enforce prompt compliance.))~~

Section 56. Section 21.60.540 of the Seattle Municipal Code, last amended by Ordinance 105427 and that currently reads as follows, is repealed:

~~((21.60.540 Transfer of powers to other City officers or employees.~~

~~For purposes of the administration of this chapter any right or power conferred or impressed upon any officer, employee, department or board of the City shall be subject to transfer by the City to any other officer, employee, department or board of the City.))~~

Section 57. Section 21.60.550 of the Seattle Municipal Code, last amended by Ordinance 105427 and that currently reads as follows, is repealed.

~~((21.60.550 No recourse against City for loss or expense.~~

~~Grantees shall have no recourse whatsoever against the City for any loss, cost, expense or damage arising out of any provision or requirement of this chapter or for any franchise issued under this chapter or because of its enforcement.))~~

Section 58. Section 21.60.560 of the Seattle Municipal Code, last amended by Ordinance 105427 and that currently reads as follows, is repealed:

~~((21.60.560 Grantee subject to City laws.~~

~~Grantees shall be subject to all requirements of City laws, rules, regulations and specifications heretofore or~~

~~hereafter enacted or established.))~~

Section 59. Section 21.60.570 of the Seattle Municipal Code, last amended by Ordinance 105427 and that currently reads as follows, is repealed:

~~**((21.60.570 Franchise in lieu of other rights and powers of grantee.**~~

~~Any franchise granted under this chapter shall be in lieu of any and all other rights, privileges, powers, immunities and authorities owned, possessed, controlled or exercisable by grantee, or any successor to any interest of grantee, of or pertaining to the construction, operation or maintenance of any cable communications system in the cable district to which the franchise relates; and the acceptance of any franchise under this chapter shall, as of the effective date of such franchise, operate between grantee and the City as an abandonment of any and all of such rights, privileges, powers, immunities and authorities within the cable district, to the effect that, as between grantee and the City, all construction, operation and maintenance by the grantee of any cable communication system in such district or districts shall be, and shall be deemed and construed in all instances and respects to be, under and pursuant to the franchise and not under or pursuant to any other right, privilege, power, immunity or authority whatsoever.))~~

Section 60. Section 21.60.580 of the Seattle Municipal Code, last amended by Ordinance 105427 and that currently reads as follows, is repealed:

~~**((21.60.580 Grantee not to sell, rent or repair radio or TV sets.**~~

~~No grantee nor any major stockholder of a grantee shall directly or indirectly engage within the City in the business of selling, leasing, renting, servicing or repairing radio or television sets or other receivers or parts thereof which make use of standard broadcast entertainment signals, provided that nothing therein shall prevent grantee from making modifications to the tuner input circuit of the subscribers' television receivers and the fine tuning of the customers' operating controls only, to insure proper operation under conditions of cable connection at the time of installation or in response to subscriber complaints, or from the selling, servicing or repairing receivers and other equipment belonging to other CATV system operators for use in the conduct of~~

~~their businesses.))~~

Section 61. Section 21.60.590 of the Seattle Municipal Code, last amended by Ordinance 105427 and that currently reads as follows, is repealed:

~~((21.60.590 Grantee not to control program content.~~

~~No grantee may exercise any control over program content on any access channel, except to the extent necessary to prevent the presentation of program material prohibited by rules and regulations of the Federal Communications Commission.))~~

Section 62. Section 21.60.600 of the Seattle Municipal Code, last amended by Ordinance 105427 and that currently reads as follows, is repealed:

~~((21.60.600 Right of Council or people to repeal or amend grant.~~

~~Every franchise, right or privilege granted pursuant to this chapter shall be subject to the right of the Council, or the people of the City acting for themselves by the initiative and referendum, at any time, subsequent to the grant, to repeal, amend or modify the grant with due regard to the rights of the grantee and the interest of the public; and to cancel, forfeit and abrogate any such grant if the franchise granted thereby is not operated in full accordance with its provisions, or at all; and at any time during the life of the franchise grant to the right of the people acquire, by purchase or condemnation, for the use of the City itself, all the property of the grantee within the limits of the public streets, at a fair and just value, which shall not include any valuation of the franchise itself, which shall thereupon terminate; and every ordinance making such grant shall contain a reservation of these rights of the Council, and of the people of the City acting for themselves by the initiative and referendum, to so repeal, amend or modify said ordinance, and to so cancel, forfeit and abrogate the grant, and to so acquire the property of the grantee in the public streets, as set forth in this section.))~~

Section 63. Section 21.60.620 of the Seattle Municipal Code, last amended by Ordinance 105427 and that currently reads as follows, is repealed:

~~((21.60.620 Rights reserved to City.~~

~~There is reserved in the City every right and power which is required to be herein reserved or provided by any law, and a grantee by its acceptance of a franchise agrees to be bound thereby and to comply with any action or requirements of the City in its exercise of such rights or powers heretofore or hereafter enacted or established.))~~

Section 64. Section 21.60.630 of the Seattle Municipal Code, last amended by Ordinance 105427 and that currently reads as follows, is repealed:

~~((**21.60.630 Right to require technical improvements.**~~

~~There is reserved in the City the power to amend at intervals of five (5) years or more each and any section of this chapter so as to require additions or improved specifications pertaining to construction, operation, maintenance or otherwise on the part of the grantee, to reflect technical and economic changes occurring during the franchise term and to enable the City and the grantee to take advantage of new developments in the cable communications industry so as to serve the public more effectively, efficiently and economically, without the consent of the grantee, provided such amendments do not materially alter the contents of any franchise and provided further that this provision shall not be interpreted as a limitation in any manner whatsoever or at any time whatsoever upon the exercise by the City of its police powers.))~~

Section 65. Section 21.60.640 of the Seattle Municipal Code, last amended by Ordinance 105427 and that currently reads as follows, is repealed:

~~((**21.60.640 Use of facilities for emergency purposes.**~~

~~A grantee shall upon request of the Mayor make its facilities immediately available to the City for emergency use during the period of any emergency or disaster declared by the Mayor or the Council.))~~

Section 66. Section 21.60.650 of the Seattle Municipal Code, last amended by Ordinance 105427 and that currently reads as follows, is repealed:

~~((**21.60.650 Rules and regulations.**~~

~~A. Prior to receiving any applications for franchises, the Office of Cable Communications shall adopt rules, regulations and standards governing the operation of cable communication systems in the City which rules,~~

~~regulations and standards shall be consistent with this chapter and all other applicable ordinances of the City. Such rules, regulations and standards shall apply to and govern the operations of the grantee of any franchise under this chapter and are expressly declared to be a part of any franchise granted pursuant to this chapter.~~

~~B. Provided the same do not materially alter the contents of any franchise, the Office of Cable Communications may at any time adopt new rules or regulations or standards and may amend, modify, delete or otherwise change rules, regulations or standards previously adopted, provided, however, this section shall not be interpreted as a limitation upon the exercise by the City of its police powers.~~

~~C. Any rules, regulations or standards proposed to be adopted pursuant to this section shall be adopted in accordance with the procedures prescribed by the Administrative Code of the City.))~~

Section 67. Section 21.60.660 of the Seattle Municipal Code, last amended by Ordinance 120181 and that currently reads as follows, is repealed:

~~**((21.60.660 Equal opportunity employment and affirmative action plan.**~~

~~A. During the performance of a franchise, the grantee agrees as follows: The grantee will not discriminate against any employee or applicant for employment because of race, creed, color, sex, age, or national origin, unless based upon bona fide occupational qualification. The grantee will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their creed, race, color, sex, age, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment, or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The grantee agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.~~

~~B. Grantee also agrees that it will, prior to commencement of operations pursuant to its franchise and during the term of the franchise, furnish to the Chief Technology Officer of the City, upon his or her request and on such form as may be provided by the Chief Technology Officer therefor, a report of the affirmative action taken by~~



~~the grantee in implementing the terms of this provision, and will permit access to his or her records of employment, employment advertisements, application forms, other pertinent data and records by the Chief Technology Officer for the purpose of investigation to determine compliance with this provision.~~

~~C. If upon investigation the Chief Technology Officer finds probable cause to believe that the grantee has failed to comply with any of the terms of this section, the grantee and the Council shall be so notified in writing. The Council shall give the grantee an opportunity to be heard, after ten (10) days' notice. If the Council concurs in the findings of the Chief Technology Officer, it may suspend the franchise, pending compliance by the grantee with the terms of this provision.~~

~~D. Failure to comply with any of the terms of this section shall be a material breach of the franchise.~~

~~E. Comparable provisions shall be inserted in all subcontracts for work covered by any franchise.))~~

Section 68. Section 21.60.670 of the Seattle Municipal Code, last amended by Ordinance 105427 and that currently reads as follows, is repealed:

~~**((21.60.670 Interpretation.**~~

~~This chapter and any franchise granted pursuant to it shall at all times be so interpreted as to require the grantee to comply with all pertinent rules, regulations and requirements of the Federal Communications Commission, or any other federal or state body or agency having jurisdiction in regard to CATV systems. Such interpretation of this chapter shall not be deemed to diminish, impair, alter or affect any contractual benefit to the City or grantee, nor any contractual obligation of the grantee under any franchise issued under this chapter.))~~

Section 69. Section 21.60.680 of the Seattle Municipal Code, last amended by Ordinance 105427 and that currently reads as follows, is repealed:

~~**((21.60.680 Effective date.**~~

~~The ordinance codified in this chapter shall become effective thirty (30) days from and after its passage and approval by the Mayor except as follows:~~

~~A. Nothing contained in this chapter shall abridge, impair, alter, modify or in any way affect any right, privilege~~

~~or immunity of either the grantee or the City conferred by or arising under any cable franchise granted prior to and remaining in effect on the effective date of the ordinance codified in this chapter; provided, that the acceptance of a franchise granted under this chapter for any cable district shall be deemed to constitute the surrender by the grantee of the right to operate a CATV system in that cable district under any prior franchise.~~

~~B. Subsections B, D and E of Section 21.60.090 shall become effective when 47 C.F.R. § 76.251, as now in effect or as hereafter amended, becomes applicable to systems that commenced operations before March 31, 1972.))~~

Section 70. Section 21.60.690 of the Seattle Municipal Code, last amended by Ordinance 105427 and that currently reads as follows, is repealed:

~~**((21.60.690 Incorporation by reference into each franchise.**~~

~~The Cable Communications Ordinance codified in this chapter shall be incorporated in its entirety by reference into and become a part of each and every cable television franchise granted by the City.))~~

Section 71. Section 21.60.700 of the Seattle Municipal Code, last amended by Ordinance 120138 and that currently reads as follows, is repealed:

~~**((21.60.700 Interim permits pending franchise grant and transition rule.**~~

~~Prior to the approval of a franchise for the Central Business Franchise District or a City-wide franchise, the Director of the Department of Information Technology shall propose a transition rule for Council adoption to balance the desire to have cable television services provided by franchise holders for the district in which services are provided, to minimize customers who desire cable service from being denied such service, and to have current cable services customers protected from a reduction in service or increase in cost as a result of the issuance of the franchise for the Central Business Franchise District or City-wide franchise.))~~

Section 72. Section 21.60.710 of the Seattle Municipal Code, last amended by Ordinance 120263 and that currently reads as follows, is repealed:

~~**((21.60.710 Transition rule.**~~

~~A. Upon the issuance of a franchise for the Central Business Franchise District (CBFD) the holders of street use permits issued subject to SMC Section 21.60.700 to provide cable television service in the CBFD shall be governed by this section. The Office of Cable Communications shall notify permit holders of their right to seek a franchise for the CBFD consistent with the provisions of 47 U.S.C. Section 546. Permit holders shall notify the Office of Cable Communications within ninety (90) days of this notice as to whether they will pursue a franchise for the CBFD and if so, whether they wish to follow the procedure in 47 U.S.C. Sections 546(b) through (g), or the alternative procedure in 47 U.S.C. Section 546(h).~~

~~B. Once a franchise is issued for the Central Business Franchise District (CBFD) or a City-wide Franchise District (CFD), the Director of Transportation may issue temporary and revocable street use (utility) permits for the provision of cable television services within the CBFD, to other than the holder of a franchise which covers the CBFD, only if the following conditions are met:~~

- ~~1. The applicant has previously obtained a permit pursuant to the provisions of SMC Section 21.60.700 to provide service in the CBFD;~~
- ~~2. Within ninety (90) days of receipt of the notice from the Office of Cable Communications of its right to seek a franchise for the CBFD as provided in subsection A of this section, the applicant has notified the Office of Cable Communications that it will pursue a franchise for the CBFD, and there is not a final determination, including judicial review under 47 U.S.C. Sections 546 and 555, on a franchise application.~~

~~C. Ninety (90) days after the final determination in subsection B2 of this section, that a holder of a permit to provide cable television service under Section 21.60.700 has failed to obtain a franchise for the CBFD pursuant to this section, the permit holder must terminate the provision of cable television service within the CBFD consistent with 47 U.S.C. Section 547.)~~

Section 73. Section 21.60.800 of the Seattle Municipal Code, last amended by Ordinance 120775, is amended as follows:

**21.60.800 ((-)) Policy ((-))**

A. The ~~((Cable Operator))~~ grantee shall ~~((be permitted option and autonomy))~~ have a right to first resolve ~~((Customer))~~ customer inquiries and complaints without delay and interference from the City.

B. Where a given ~~((Complaint))~~ complaint is not addressed by the ~~((Cable Operator))~~ grantee to the ~~((Customer's))~~ customer's satisfaction, the City may intervene. In addition, where a pattern of, or unremedied, noncompliance with ~~((the Standards))~~ this Subchapter II is identified, the City may prescribe a cure and establish a ~~((thirty (30)))~~ 30-day deadline for implementation of the cure. If the noncompliance is not cured within ~~((thirty (30)))~~ 30 days, monetary sanctions of up to ~~((five hundred dollars (\$500.00)))~~ \$1,000 may be imposed to encourage compliance.

C. These ~~((Standards))~~ standards are intended to be of general application; however, the ~~((Cable Operator))~~ grantee shall be relieved of any obligations hereunder if it is unable to perform due to a force majeure event listed in Section 21.60.270 affecting a significant portion of the franchise area. The ~~((Cable Operator))~~ grantee is free to exceed these ~~((Standards))~~ standards to the benefit of its ~~((Customers))~~ customers, and such shall be considered performance for the purpose of enforcing these ~~((Standards))~~ standards.

D. ~~((These Standards are supplementary to any Customer service requirements in any existing franchise agreements between a Cable Operator and the City.))~~ The provisions contained in this Subchapter II and in franchise agreements should be interpreted consistently wherever possible. ~~((Where))~~ If the provisions of this Subchapter II and any franchise agreement are inconsistent, the provisions of ~~((the franchise agreement will control for purposes of assessing fines, penalties and compliance with the City's franchise; however, the requirements for maintaining in-City service centers as specified in SMC Section 21.60.820 B, the privacy provisions of SMC Section 21.60.830 F, and for assessing credits, refunds, or other specific remedies under Schedule A of))~~ this ~~((subchapter))~~ Subchapter II ~~((, shall))~~ control. ~~((over any inconsistent franchise provisions.))~~

Section 74. Section 21.60.810 of the Seattle Municipal Code, last amended by Ordinance 120775 and that currently reads as follows, is repealed:

~~((21.60.810 – Definitions.~~

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

~~"Cable Operator" shall have the meaning set forth in Section 602(5) of the federal Communications Act, 47 U.S.C. 522(5).~~

~~"Cable Services" shall mean (a) the one-way transmission to Customers of video programming, or other programming service, and (b) Customer interaction, if any, which is required for the selection and use of such video programming or other programming service.~~

~~"Cable System" shall have the meaning set forth in Section 602(7) of the federal Communications Act, 47 U.S.C. § 522(7).~~

~~"City" means the City of Seattle, Washington.~~

~~"Complaint" shall mean any issue raised by a Customer that is a violation of the Cable Customer Bill of Rights.~~

~~"Customer" means any person who lawfully receives Cable Services or Other Services from the Cable Operator.~~

~~"Customer Service Representative" ("CSR") means any person employed by the Cable Operator to assist, or provide service to Customers, whether by answering public telephone lines, writing service or installation orders, answering Customers' questions, receiving and processing payments, or performing other Customer service-related tasks.~~

~~"Other Service" means any wire or radio communications service, including, but not limited to, any interactive television or Internet Service, provided through the use of any of the facilities of a Cable Operator that are used in the provision of a Cable Service.~~

~~"Non-Standard Installation" means any installation of cable services that requires the installation of facilities from a point more than one hundred twenty-five (125) feet from the Customer's property line to: (1) for a prewired dwelling unit, the federal demarcation point; or (2) for an unwired dwelling unit, a point not less than~~

~~twelve (12) inches from the exterior wall of the dwelling unit; or (3) any underground installation in an area where plant facilities are not underground; or (4) any installation calling for multiple outlets in a dwelling unit; or (5) a commercial installation.~~

~~"Normal Business Hours" means the hours of 8:00 a.m. to 7:00 p.m., Monday through Friday, and 9:00 a.m. to 5:00 p.m., Saturday, excluding legal holidays.~~

~~"Normal Operating Conditions" means service conditions within the control of the Cable Operator. Those conditions that are not within the control of the 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 that are ordinarily within the control of the 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.~~

~~"Standard Installation" means (1) for an unwired dwelling unit, an installation of cable service to the Customer's dwelling unit located up to one hundred twenty five (125) feet from the existing distribution system, plus additional inside wire and at least one (1) outlet sufficient to receive cable services; and (2) for a prewired dwelling, the installation of cable service to the federal demarcation point located on the Customer's property up to one hundred twenty five (125) feet from the Customer's property line, sufficient to receive cable services and where the prewired equipment will allow the Cable System to meet all Federal Communications Commission (FCC) technical requirements. ))~~

Section 75. Section 21.60.820 of the Seattle Municipal Code, last amended by Ordinance 120775, is amended as follows:

**21.60.820 ((-)) Customer service ((-))**

A. Courtesy ((-))

All employees of the ~~((Cable Operator))~~ 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))~~ customers.

B. Accessibility~~((:))~~

1. ~~((The Cable Operator))~~ Except as otherwise approved by the City in a franchise, the grantee shall provide at least one ~~((1))~~ service center for each ~~((seventy-five thousand (75,000) Customers))~~ 75,000 customers served, located at a safe, visible site within the City ~~((of Seattle,))~~ that is handicapped accessible ~~((:))~~ and located along mass transit routes. Except as otherwise approved by the City, all service centers shall be open ~~((Monday through Friday, 8:00 a.m. to 7:00 p.m., and Saturdays from 9:00 a.m. to 5:00 p.m., excluding legal holidays))~~ during normal business hours~~((:))~~ and shall be fully staffed on-site with CSRs offering the following services to ~~((Customers))~~ customers who come to the service center: bill payment (including the ability to provide change and ~~((Customer))~~ customer receipts) ~~((:))~~; equipment exchange~~((:))~~; processing of change of service requests~~((:))~~; and response to ~~((Customer))~~ customer inquiries and requests. The City may approve alternatives for service centers that provide substantially equivalent services. The ~~((Cable Operator))~~ grantee shall post a sign at each service center advising ~~((Customers))~~ customers of its hours of operation and of the addresses and telephone numbers to contact the City and the ~~((Cable Operator))~~ grantee after ~~((if the service center is not open at other than Normal Business Hours))~~ normal business hours. The ~~((Cable Operator))~~ grantee shall provide free exchanges of faulty ~~((converters))~~ equipment at the ~~((Customer's))~~ customer's address.

2. CSRs will be available to respond to ~~((Customer))~~ customer inquiries during ~~((Normal Business Hours))~~ normal business hours. The ~~((Cable Operator))~~ grantee shall maintain local or toll free telephone access lines that shall be available during ~~((Normal Business Hours))~~ normal business hours for service/repair requests and billing inquiries.

3. The ~~((Cable Operator))~~ grantee shall have dispatchers and technicians on call ~~((twenty-four (24))~~ 24 hours a day, seven ~~((7))~~ days a week, including legal holidays, for emergency purposes.

4. The ~~((Cable Operator))~~ grantee shall ~~((retain))~~ keep sufficient ~~((Customer Service~~

~~Representatives)) CSR and telephone line capacity to ensure that telephone calls ((to service/repair and billing inquiry lines)) are answered by an IVR or a CSR within ((thirty (30) seconds or less, and that any transfers are made within thirty (30) seconds. The Customer shall be able to speak with a Customer Service Representative within five (5) minutes.)) 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 ((These standards)) This standard shall be met no less than ((ninety (90))) 80 percent of the time, measured on a ((quarterly)) monthly basis under ((Normal Operating Conditions.)) normal operating conditions. Compliance with this standard shall be reported on a quarterly basis ((-)) according to a reporting form established by the Office of Cable Communications. Any grantee of a new franchise will not be required to complete or send the report described in Section 21.60.840 until 12 months after the effective date of the new franchise.~~

5. The total number of calls receiving busy signals shall not exceed three ((3)) percent of the total telephone calls. This standard shall be met ((ninety (90))) no less than 90 percent ((or more)) of the time, measured on a quarterly basis under ((Normal Operating Conditions)) normal operating conditions.

~~((The Cable Operator shall also retain sufficient Customer Service Representatives and telephone line capacity to ensure that a Customer shall make contact with a human being within five (5) minutes.))~~

C. Responsiveness ((-))

1. Guaranteed ((Seven)) seven-day ((Standard installation)) standard installation and ((Service)) service. The ((Cable Operator)) grantee shall complete all ((Standard)) standard installations and ((Service Repairs)) service repairs requested by ((Customers)) customers within seven ((7)) business days after an order has been placed, unless otherwise requested by the ((Customer)) customer. This standard must be met ((ninety five (95))) no less than 95 percent of the time under ((Normal Operating Conditions)) normal operating conditions measured on a quarterly basis. If the ((Customer)) customer requests a ((Non-Standard Installation))



non-standard installation, or the ~~((Cable Operator))~~ grantee determines that a ~~((Non-Standard Installation))~~ non-standard installation is required, the ~~((Cable Operator))~~ grantee shall provide the ~~((Customer))~~ customer in advance with a total installation cost estimate and an estimated date of completion. All underground cable drops ~~((from the curb to the home))~~ shall be buried at a depth of no less than ~~((twelve (12)))~~ 12 inches ~~((;))~~ and work shall be completed within ~~((no more three (3)))~~ three calendar weeks from the initial installation, or at a time mutually agreed upon between the ~~((Cable Operator and Customer))~~ grantee and customer.

2. Residential ~~((Installation))~~ installation and ~~((Service Appointments))~~ service appointments.

Customers requesting installation of cable service or repair service to an existing installation may choose any available ~~((four (4)))~~ four-hour block of time ~~((for the installation appointment))~~ during ~~((Normal Business Hours))~~ normal business hours. The ~~((Cable Operator))~~ grantee shall provide ~~((Customers))~~ customers the option of service or installation appointments weekday evenings until ~~((7:00))~~ 7 p.m. and a minimum of four ~~((4))~~ hours on Saturdays at the request of and for the convenience of the ~~((Customer))~~ customer. The ~~((Cable Operator))~~ grantee may not cancel an appointment with a ~~((Customer))~~ customer after ~~((5:00))~~ 5 p.m. on the day before the scheduled appointment.

~~((The Cable Operator shall contact new Customers by telephone, mail, e-mail or in person within two (2) weeks after installation or provide a self-addressed stamped response postcard to all Customers in its installation materials to assure overall Customer satisfaction with the work completed. The Cable Operator shall maintain records of a reasonable sample of Customer responses.))~~

a. As part of the installation process, the grantee shall provide documentation explaining the 30-day satisfaction guaranteed program pursuant to subsection 21.60.820.H. The documentation must include the toll-free contact number a customer can use to exercise customer rights under this Section 21.60.820.

b. The ~~((Cable Operator))~~ grantee shall be deemed to have responded to a request for service under the provisions of this ~~((section))~~ Section 21.60.820 ~~((when))~~ if a technician arrives within the ((

~~agreed-upon~~) agreed-upon time period. If the ~~((Customer))~~ customer is absent when the technician arrives, the technician shall verify the appointment with ~~((his/her))~~ the technician's dispatcher by telephone while at the ~~((Customer's))~~ customer's door and leave written notification of timely arrival. ~~((A copy of that notification shall be kept by the Cable Operator))~~ The grantee shall keep a record of the notification. In such circumstances, the customer must contact the ~~((Cable Operator))~~ grantee to reschedule the appointment ~~((shall contact the Customer within forty-eight (48) hours))~~. In the event that a technician arrives without a prior appointment, and the ~~((Customer))~~ customer must be present for service to proceed, and the ~~((Customer))~~ customer is absent, ~~((it shall not be deemed that the Cable Operator has))~~ the grantee will not be considered to have responded to a request for service.

c. If a ~~((Cable Operator))~~ grantee representative fails to keep an installation or service appointment for any reason, the ~~((Cable Operator))~~ grantee will contact the ~~((Customer))~~ customer before the end of the scheduled appointment ~~((;))~~ and reschedule the appointment at a time convenient for the ~~((Customer))~~ customer.

3. Outages and Other Service Interruptions.

a. In the event of a system ~~((outages))~~ outage ~~((loss of reception of sound or video or interactive television, or failure of Internet or e-mail connections))~~ (an outage is a service interruption that involves a loss or substantial impairment in reception on all channels for a period of one hour or more) resulting from ~~((Cable Operator))~~ grantee equipment failure affecting five ~~((5))~~ or more ~~((Customers))~~ customers, the ~~((Cable Operator))~~ grantee shall initiate repairs within two ~~((2))~~ hours after the third ~~((Customer call is received))~~ customer calls to report the outage.

b. All ~~((Customers))~~ customers who call the ~~((Cable Operator))~~ 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.

c. The ~~((Cable Operator))~~ grantee shall notify the City of any outage of at least four ~~((4))~~

continuous hours that affects at least ten ~~((10))~~ percent of its ~~((Customers))~~ customers.

~~((a))d.~~ The ~~((Cable Operator))~~ grantee shall initiate repairs ~~((to))~~ for all other service interruptions resulting from ~~((Cable Operator))~~ grantee equipment failure within ~~((twenty-four (24)))~~ 24 hours. Grantee shall provide any customer who reports a service interruption with a credit for each day of service interruption due to the grantee's equipment failure.

~~((b))e.~~ ~~((A Cable Operator))~~ The grantee shall initiate repairs to ~~((Customer))~~ customer-reported outages and service interruptions, for any cause beyond the control of the ~~((Cable Operator))~~ grantee, within ~~((twenty-four (24)))~~ 24 hours after the conditions beyond its control have been corrected.

4. TV ~~((Reception and Cable Modem Internet Connection))~~ reception. The signal quality provided by the ~~((Cable Operator))~~ grantee shall meet or exceed technical standards established by the ~~((United States Federal Communications Commission (FCC). Cable modem Internet connections shall meet performance specifications advertised by the Cable Operator. The Cable Operator))~~ FCC. The grantee shall render efficient service, make repairs promptly, and interrupt service only for good cause and for the shortest time possible.

a. ~~((Scheduled interruptions))~~ A planned outage that the ~~((Cable Operator))~~ grantee anticipates will last more than four ~~((4))~~ hours shall be preceded by at least ~~((twenty-four (24) hour's notice))~~ 24 hours' notice to affected ~~((Customers))~~ customers ~~((;))~~ and shall occur during periods of minimum use of the system, preferably between midnight and ~~((6:00))~~ 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 ~~((;or))~~ and may be supplemented with on-screen messages announcing the planned outage. ~~((Cable modem Internet Customers may receive notification by e-mail.))~~

b. If a ~~((Customer))~~ customer experiences poor signal quality or reception, ~~((interruptions of Cable or Other Services attributable to the Cable Operator's equipment, the Cable Operator))~~ the grantee shall respond and repair the problem no later than the day following the ~~((Customer))~~ customer call provided that the ~~((Customer))~~ customer is available and the repair can be made within the allotted time. If an

appointment is necessary, the ~~((Customer))~~ customer may choose a ~~((four (4)))~~ four-hour block of time during ~~((Normal Business Hours))~~ normal business hours. At the ~~((Customer's))~~ customer's request, the ~~((Cable Operator))~~ grantee shall repair the problem at a later time convenient to the ~~((Customer))~~ customer. The ~~((Cable Operator))~~ grantee shall provide ~~((Customers-the-Option))~~ customers the option of service or installation appointments weekday evenings until ~~((7:00))~~ 7 p.m. and ~~((a minimum of four (4) hours))~~ until 5 p.m. on Saturdays.

5. ~~((Resolution.))~~ resolution

a. A ~~((Cable Operator's))~~ grantee's CSRs shall have the authority to provide credit for interrupted service or any of the other credits listed in ~~((Schedule A))~~ Section 21.60.850, to waive fees, to schedule service appointments, and to change billing cycles, ~~((where))~~ if appropriate.

b. 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))~~ customer within four ~~((4))~~ hours ~~((and))~~ and resolve the problem within ~~((forty-eight (48)))~~ 48 hours or within such other time frame as is ~~((acceptable to the Customer and the Cable Operator))~~ reasonable.

6. ~~((Credits, Refunds, and Deposits.))~~ credits, refunds, and deposits

a. ~~((Customers will receive))~~ Grantee will send customers a clear and concise bill every month. ~~((To be considered clear and concise,))~~ 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. ~~((due dates shall be required, and a))~~ 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.

b. The ~~((Cable Operator))~~ grantee shall respond to a ~~((Customer's))~~ customer's billing inquiry, general question, or comment made by telephone or e-mail within ~~((forty-eight (48)))~~ 48 hours during normal business hours. The ~~((Cable Operator))~~ grantee shall respond in writing to a written and mailed billing inquiry, general question, or comment within two weeks of the ~~((late))~~ date of receipt of the letter. ~~((The Cable~~

~~Operator shall provide the option of a mailed bill and payment to Customers upon request.)~~

c. ~~((The Cable Operator shall allow at least thirty (30) days from the beginning date of the applicable billing cycle for payment of a Customer's service bill for that period.))~~ If a ~~((Customer's))~~ customer's service bill is not paid by the due date ~~((within that period of time))~~ the ~~((Cable Operator))~~ grantee may apply an administrative fee to the ~~((Customer's))~~ customer's account. If the ~~((Customer's))~~ customer's service bill is not paid within ~~((forty-five (45)))~~ 45 days of the beginning date of the applicable service period, the ~~((Cable Operator))~~ grantee may perform a "soft" disconnect of the ~~((Customer's))~~ customer's service. If a ~~((Customer's))~~ customer's service bill is not paid within ~~((fifty-two (52)))~~ 52 days of the beginning date of the applicable service period, the ~~((Cable Operator))~~ grantee may disconnect the ~~((Customer's))~~ customer's service ~~((; provided;))~~ , but only upon showing that it ~~((has))~~ provided ten ~~((10 days))~~ days' notice to the ~~((Customer))~~ customer that such disconnection may result.

d. If a ~~((Customer))~~ customer requests ~~((disconnection))~~ cancellation of any or all services, billing for affected services shall end on the same day, or on the future date for which the ~~((disconnect))~~ cancellation is ~~((ordered;))~~ requested. After the requested cancellation date, the ~~((The Customer))~~ customer shall not be responsible for ~~((Cable Services))~~ cable services delivered ~~((after the request))~~. The ~~((Cable Operator))~~ grantee must refund any credit balance owed the ~~((Customer))~~ customer, less any owed or disputed amounts, within ~~((fifteen (15)))~~ 15 business days after the close of the ~~((Customer's))~~ customer's billing cycle following the return of the equipment and request for ~~((disconnection))~~ cancellation. ~~((The Cable Operator shall issue a credit or refund to a Customer within fifteen (15) business days after the close of the billing cycle following the return of the equipment and request for disconnection.))~~

e. Deposits shall accrue interest at a fair market rate. Within ~~((ten (10)))~~ 15 business days after ~~((termination))~~ cancellation of service, the ~~((Cable Operator))~~ grantee shall repay any deposit with a statement showing accrued interest to the ~~((Customer))~~ customer, less any sums owed to the ~~((Cable Operator))~~ grantee.

7. Treatment of ~~((Property Owner's Property.))~~ property owner's property

a. Trees, ~~((and))~~ shrubs, ~~((or))~~ and other landscaping on a ~~((Customer's))~~ customer's property that are damaged by the ~~((Cable Operator))~~ grantee, or any employee or authorized agent, during installation or construction for the ~~((Customer))~~ 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.

b. The ~~((Cable Operator))~~ 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 ~~((Cable Operator))~~ grantee shall repair or ~~((;))~~ replace any damaged property, or compensate property owners ~~((or compensate all property owners))~~ for ~~((damages))~~ damage resulting from the ~~((Cable Operator))~~ grantee's installation, construction, service, or repair activities for a ~~((Customer))~~ customer.

c. Except in the case of an emergency involving public safety or service interruption to a large number of ~~((Customers,))~~ customers, or where the grantee has a legal right of access or entry, the ~~((Cable Operator))~~ grantee shall give reasonable notice to property owners or legal tenants ~~((prior to))~~ before entering upon their private ~~((premises))~~ property, and the notice shall specify the work to be performed ~~((; provided that, in))~~. In the case of construction operations, such notice shall be delivered or provided at least ~~((twenty-four (24)))~~ 24 hours ~~((prior to))~~ 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 ~~((herein shall be construed as authorizing))~~ 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 ~~((Cable Operator))~~ grantee activity, the ~~((Cable Operator))~~ grantee shall reimburse the property owner ~~((one hundred (100)))~~ 100 percent of the cost of repairing the damage or ~~((replace))~~ 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. ~~((In the case of an emergency, the 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.))~~

d. The ~~((Cable Operator))~~ grantee shall clean all areas surrounding any work site of debris caused by the ~~((Cable Operator))~~ grantee's activities and ensure that all ~~((cable))~~ materials are disposed of properly.

D. Services for ~~((Customers))~~ customers with ~~((Disabilities.))~~ disabilities

1. For any ~~((Customer))~~ customer with a verified disability ~~((s))~~ that prevents the ~~((Cable Operator))~~ customer from self-installing equipment, the grantee shall at no charge deliver, install, and pick up ((converters)) equipment at the ((Customer's)) customer's home. In the case of malfunctioning equipment, the ((technician)) grantee shall provide and install substitute equipment, ensure that it is working properly, and ((return))remove the defective equipment ((to the Cable Operator)).

2. The ~~((Cable Operator))~~ grantee shall provide ~~((TDD/TTY))~~ TDD/TTY service with trained operators who can provide every type of assistance rendered by the ~~((Cable Operator))~~ grantee's CSR for any hearing-impaired ~~((Customer))~~ customer at no charge.

3. The grantee shall install, at no charge, any closed captioning device purchased by a hearing-impaired customer.

4. The ~~((Cable Operator))~~ grantee shall provide free use of a converter remote control unit to mobility-impaired ~~((Customers))~~ customers.

5. Any ~~((Customer))~~ customer with a disability may request the special services and equipment described ~~((above))~~ in this Section 21.60.820 by providing the ~~((Cable Operator))~~ grantee with a letter from the ~~((Customer's))~~ customer's physician stating the need, or by making the request to the ~~((Cable Operator's))~~ grantee's installer or service technician, ~~((where))~~ if the need for the special services can be visually confirmed.

E. Customer ~~((Information.))~~ information

1. Upon ~~((1))~~ installation, ~~((2))~~ annually, ~~((3))~~ and ~~((3))~~ at any time ~~((the))~~ a ~~((Customer))~~ customer requests, the ~~((Cable Operator))~~ 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:

a. ~~((Products and))~~ Cable services offered by the ~~((Cable Operator))~~ grantee, including its channel lineup ~~((Thirty (30) days prior to the Cable Operator changing its channel lineup, the Cable Operator shall provide subscribers with the revised channel lineup));~~

b. The ~~((Cable Operator))~~ grantee's prices and options for ~~((programming))~~ cable services~~((;))~~; conditions of subscription to ~~((programming and Other Services))~~ cable services~~((;))~~; and policies concerning changes in services offered, notification of changes, disconnection, and service downgrades~~((Thirty (30) days prior to the Cable Operator changing any of the above, the Cable Operator shall provide subscribers with the changes));~~

c. ~~((These Standards, with Schedule A, and any other applicable Customer service))~~ A description of these Subchapter II (Cable Customer Bill of Rights) standards ~~((A written copy of these Standards))~~ in a form provided by or ~~((a summary))~~ approved by the City ~~((shall be provided to Customers at installation and annually; an on-line version shall be considered acceptable annual dissemination of the standards to cable modem Internet Customers));~~

d. Installation and service maintenance policies, including the ~~((Customer's))~~ customer's responsibilities for equipment;

e. Instruction on the use of cable TV service, remote control, and ~~((an))~~ standard ~~((VCR))~~ video recording device hookups;

f. Instruction on the use of interactive television if provided by the ~~((cable operator))~~ grantee;

~~((Instruction on the use of cable modem service;))~~



g. Billing and complaint procedures, including the address and telephone number of the ((Cable Operator's)) grantee's offices, the ((Cable Operator's)) grantee's policies on deposits and credit balances, returned check charges, and refunds for disruption of cable service or poor ((~~reception, and telephone numbers and descriptions of services of the FCC and the City's Office of Cable Communications~~)) signal quality;

h. Contact information for filing a consumer complaint with the FCC and the Office of Cable Communications;

i. Policies concerning protection of ((Customer)) customer privacy ((~~The Cable Operator shall include a postage paid self-addressed mail back postcard for opt-out purposes~~)) , including provisions for opting-out of disclosure of customer name and address for marketing purposes;

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

k. Special services for ((Customers)) customers with disabilities including any ((~~other~~)) discounts required by the ((~~franchises;~~)) franchise or other agreements; and

l. Days, hours of operation, and locations of the service centers ((~~;~~)).

((~~A sample of all notices provided to the Customer shall be filed (by fax acceptable) concurrently with the City;~~))

2. The grantee shall concurrently send to the Office of Cable Communications a copy of all notices provided to customers under this subsection 21.60.820.E.

3. The ((Cable Operator)) grantee shall provide ((Customers)) customers with written notification, and announcements on the cable system, of any changes 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. ((~~in writing and, when it becomes technologically feasible, through announcements on the Cable System.~~)) 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. ((~~Notice must be given to Customers a minimum of thirty (30) days in advance of such changes if the change is within the control of the Cable~~

~~Operator. In addition, the Cable Operator shall notify Customers thirty (30) days in advance of any significant changes in the other information required by the preceding subsection. Channel lineup changes that result from Cable Operator's rebuild of its Cable System are exempt from the thirty (30) day notice requirement;))~~

4. All of the grantee's officers, agents, ~~((and))~~ employees ~~((of the Cable Operator, its))~~, contractors, and subcontractors who are in personal contact with ~~((Customers))~~ customers shall have visible identification cards bearing their name and photograph. The ~~((Cable Operator))~~ grantee shall account for all identification cards at all times. Every vehicle of the ~~((Cable Operator))~~ grantee used for providing services to ~~((Customers))~~ customers shall be clearly visually identified to the public as working for the ~~((Cable Operator))~~ grantee. 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 ~~((Cable Operator))~~ grantee ~~((;))~~ and its contractors and subcontractors shall ~~((identifying))~~ identify themselves to the ~~((Customer))~~ customer when making a service call or installation ~~((;))~~ .

5. All CSRs, technicians ~~((and))~~ , employees, agents, contractors, and subcontractors of the ~~((Cable Operator))~~ grantee in every contact with a ~~((Customer))~~ customer shall state the estimated cost of the service, repair, or installation orally ~~((prior to))~~ before delivery of the service or before any work is performed, and shall provide the ~~((Customer))~~ 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. ~~((or))~~ Grantee shall also provide customers with a written statement of the total estimated charges before leaving the location at which the work was performed ((;)).

6. All promotional materials advertising cable services shall accurately disclose price terms. For non-automated orders, the CSRs shall make clear the price of pay-per-view and pay-per-event programming before an order is taken. The ~~((Cable Operator))~~ grantee shall distribute promotional material in ~~((multi-unit))~~ multiple unit buildings only with the approval of the building owner. The ~~((Cable Operator))~~ grantee shall not condition the provision of ~~((Cable Services))~~ cable services on the receipt of such approval ~~((;))~~ .

7. 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.

8. The ~~((Cable Operator))~~ grantee shall not charge ~~((Customers))~~ customers for any services they have not affirmatively requested ~~((; provided that, this))~~. This Section 21.60.820 shall not prevent a ~~((Cable Operator))~~ grantee from adding programming to an existing tier.

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

~~1. Definitions.~~

~~"Affiliate," for purposes of this subsection F, shall mean any person or entity that is owned or controlled by, or under common ownership or control with, a Cable Operator, and provides any Cable Service or Other Service.~~

~~"Necessary," for purposes of this subsection F, shall mean required or indispensable.~~

~~"Non-cable-related purpose," for purposes of this subsection F, means any purpose that is not necessary to render, or conduct a legitimate business activity related to, a Cable Service or Other Service provided by the Cable Operator to a Customer. Market research, telemarketing, and other marketing of services or products shall be considered Non-cable-related purposes.~~

~~"Personally Identifiable Information," for purposes of this subsection F, means specific information about a Customer, including, but not be limited to, a Customer's(a) login information, (b) extent of viewing of video programming or Other Services, (c) shopping choices, (d) interests and opinions, (e) energy uses, (f) medical information, (g) banking data or information, (h) web browsing activities, or (i) any other personal or private information. "Personally Identifiable Information" shall not mean aggregate information about Customers which does not identify particular persons.~~

~~2. Collection and Use of Personally Identifiable Information.~~

~~a. A Cable Operator shall not use the Cable System to collect, record, monitor or observe Personally~~

~~Identifiable Information without the prior affirmative written or electronic consent of the Customer unless, and only to the extent that such information is: (a) used to detect unauthorized reception of cable communications, or (b) necessary to render a Cable Service or Other Service provided by the Cable Operator to the Customer.~~

~~b. A Cable Operator shall take such actions as are necessary to prevent any Affiliate from using the facilities of the Cable Operator in any manner, including, but not limited to, sending data or other signals through such facilities, to the extent such use will permit an Affiliate unauthorized access to Personally Identifiable Information on the computer or other equipment of a Customer (regardless of whether such equipment is owned or leased by the Customer or provided by a Cable Operator) or on any of the facilities of the Cable Operator that are used in the provision of Cable Service. This subsection F2b shall not be interpreted to prohibit an Affiliate from obtaining access to Personally Identifiable Information to the extent otherwise permitted by this subsection F.~~

~~e. A Cable Operator shall take such actions as are reasonably necessary to prevent a person or entity (other than Affiliates) from using the facilities of the Cable Operator in any manner, including, but not limited to, sending data or other signals through such facilities, to the extent such use will permit such person or entity unauthorized access to Personally Identifiable Information on the computer or other equipment of a Customer (regardless of whether such equipment is owned or leased by the Customer or provided by a Cable Operator) or on any of the facilities of the Cable Operator that are used in the provision of Cable Service.~~

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

~~a. A Cable Operator may disclose for a Non-cable related purpose the name and address of a Customer to any general programming tiers of service and other categories of Cable and Other Service provided by the Cable Operator if the Cable Operator has provided the Customer the opportunity to prohibit or limit such disclosure in accordance with this subsection F and Section 631 of the Federal Communications Act, 47 U.S.C.~~

~~§ 551, and such disclosure does not directly or indirectly disclose:~~

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

~~A minimum of thirty (30) days prior to making any disclosure of Personally Identifiable Information of any Customer as provided in this subsection P3a, the Cable Operator shall notify in writing the Office of Cable Communications and each Customer (that the Cable Operator intends to disclose information about) of the specific information that will be disclosed, to whom it will be disclosed, and notice of the Customer's right to prohibit the disclosure of such information for Non-cable related purposes. The notice to Customers may be included with or made a part of the Customer's monthly bill for Cable Service or Other Service or may be made by separate mailed notice. Each time that this notice is given to a Customer, the Cable Operator also shall provide the Customer with an opportunity to prohibit the disclosure of information in the future. Such opportunity shall be given in one of the following forms: a postage paid, self-addressed post card provided by the Cable Operator; a box that may be checked by the Customer on the Customer's monthly bill for Cable Services or Other Services; a toll-free number that the Customer may call; or such other equivalent methods as may be approved by the Office of Cable Communications.~~

~~Additionally, within forty-five (45) days after each disclosure of Personally Identifiable Information of any Customer as provided in this subsection F3a, the Cable Operator shall notify in writing the Office of Cable~~

~~Communications and each Customer (that the Cable Operator has disclosed information about) of the specific information that has been disclosed, to whom it has been disclosed, and notice of the Customer's right to prohibit the disclosure of such information for non-cable related purposes. The notice to Customers may be included with or made a part of the Customer's monthly bill for Cable Service or Other Service or may be made by separate mailed notice. Each time that this notice is given to a Customer, the Cable Operator also shall provide the Customer with an opportunity to prohibit the disclosure of information in the future. Such opportunity shall be given in one of the following forms: a postage paid, self-addressed post card provided by the Cable Operator; a box that may be checked by the Customer on the Customer's monthly bill for Cable Services or Other Services; a toll-free number that the Customer may call; or such other equivalent methods as may be approved by the Office of Cable Communications.~~

- ~~b. A Cable Operator may disclose Personally Identifiable Information only to the extent that it is necessary to render, or conduct a legitimate business activity related to, a Cable Service or Other Service provided by the Cable Operator to the Customer.~~
- ~~e. To the extent required by federal law, a Cable Operator may disclose Personally Identifiable Information pursuant to a subpoena or valid court order authorizing such disclosure, or to a governmental entity.~~
- ~~4. Access to Information. Any Personally Identifiable Information gathered and maintained by a Cable Operator shall be made available for Customer examination within thirty (30) days of receiving a request by a Customer to examine such information at the local offices of the Cable Operator or other convenient place within the City designated by the Cable Operator. Upon a reasonable showing by the Customer that the information is inaccurate, a Cable Operator shall correct such information.~~
- ~~5. Privacy Notice to Customers.~~
  - ~~a. A Cable Operator shall annually mail a separate, written privacy statement to Customers consistent with 47 U.S.C. § 551(a)(1), and shall provide a Customer a copy of such statement at the time the Cable Operator enters into an agreement with the Customer to provide Cable Service or Other Service. The~~

~~written notice shall be in a clear and conspicuous format and be printed in ten point type or larger.~~

- b. ~~In the statement required by subsection F5a, a Cable Operator shall state substantially the following regarding the disclosure of Customer information: "Unless a Customer affirmatively consents electronically or in writing to the disclosure of personally identifiable information, any disclosure of personally identifiable information for purposes other than to the extent necessary to render, or conduct a legitimate business activity related to, a Cable Service or Other Service, is limited to:~~
- i. ~~Disclosure pursuant to a subpoena or valid court order authorizing such disclosure; or to a governmental entity, but only to the extent required by applicable federal law.~~
  - ii. ~~Disclosure of the name and address of a Customer to any general programming tiers of service and other categories of cable and Other Services provided by the Cable Operator that do not directly or indirectly disclose:~~
    - (A) ~~A Customer's extent of viewing of a Cable Service or Other Service provided by the Cable Operator,~~
    - (B) ~~The extent of any other use by a Customer of a Cable Service or Other Service provided by the Cable Operator, including, but not limited to, a disclosure of the particular viewing selections by a person subscribing to a Cable Service or Other Service, or the particular web sites visited by a Customer of cable modem service (i.e., a Cable Operator may only disclose the fact that a person subscribes to cable modem service); or~~
    - (C) ~~The nature of any transactions made by a Customer over the Cable System.~~
    - (D) ~~The nature of programming or sites that a Customer subscribes to or views (i.e., a Cable Operator may only disclose the fact that a person subscribes to a general tier of service, or a package of channels with the same type of programming).~~

~~The notice shall also inform the Customers of their right to prohibit the disclosure of their names and addresses in accordance with Subsection b for non-cable related purposes. This opportunity will be presented in the form of both a toll-free telephone number and a postage paid, self-addressed post card, provided by the Cable~~

~~Operator with the privacy notice or other manner acceptable to the Office of Cable Communications. If a Customer exercises his/her right to prohibit the disclosure of name and address as provided in subsection F3a or this subsection, such prohibition against disclosure shall remain in effect permanently, unless the Customer subsequently notifies the Cable Operator in writing that s/he wishes to permit the Cable Operator to disclose his/her name and address.~~

6. ~~Privacy Reporting Requirements. The Cable Operator shall include in its quarterly report to the City required by SMC 21.60.830 D information summarizing:~~

1. a. ~~The type of Personally Identifiable Information that was actually collected or disclosed during the reporting period;~~

b. ~~For each type of Personally Identifiable Information collected or disclosed, a statement sufficient to demonstrate that the Personally Identifiable Information collected or disclosed was: (A) collected or disclosed only to the extent Necessary to render, or conduct a legitimate business activity related to, a Cable Service or Other Service provided by the Cable Operator; (B) used only to the extent Necessary to detect unauthorized reception of cable communications; (C) disclosed pursuant to a subpoena or valid court order or to a governmental entity to the extent required by federal law; (D) names and addresses disclosed in compliance with subsection 3a of this section; or (E) a disclosure of personally identifiable information of particular subscribers, but only to the extent affirmatively consented to by such subscribers in writing or electronically.~~

e. ~~The names of all entities to whom such Personally Identifiable Information was disclosed, except that a Cable Operator need not provide the name of any court or governmental entity to which such disclosure was made if such disclosure would be inconsistent with applicable federal law;~~

2. ~~Describe measures that have been taken, or could be taken, to prevent the unauthorized access to Personally Identifiable Information by a person other than the Customer or the Cable Operator, including, among other things, a description of the technology that is or could be applied by the Cable Operator to prohibit unauthorized access to Personally Identifiable Information by any means.~~



7. ~~Nothing in this subsection F shall be construed to prevent the City from obtaining Personally Identifiable Information to the extent not prohibited by Section 631 of the Communications Act, 47 U.S.C. § 551.~~
8. ~~Any aggrieved person may commence a civil action for damages for invasion of privacy against any Cable Operator.~~
9. ~~Destruction of Personally Identifiable Information. A Cable Operator shall destroy, within ninety (90) days, any Personally Identifiable Information if the Personally Identifiable Information is no longer Necessary for the purpose for which it was collected and there are no pending requests or orders for access to such Personally Identifiable Information under subsection 3 of this subsection, pursuant to a court order, or pursuant to Section 631 of the Communications Act, 47 U.S.C. § 551.~~
10. ~~Rulemaking. The Office of Cable Communications shall adopt such rules as it deems necessary or advisable to implement these privacy provisions of the Customer Cable Bill of Rights.))~~
- F. Multiple dwelling unit buildings. The grantee shall ensure that rates charged by the grantee to residents of multiple dwelling unit buildings do not exceed the charges paid by residents of single family homes. The grantee may not condition provision of services to multiple dwelling unit buildings on any requirement not imposed on other subscribers, except as expressly permitted in the franchise. The grantee may not condition provision of services to multiple dwelling unit buildings on an exclusive service agreement with grantee. The grantee may offer a building owner the option of a long-term agreement in return for installation of internal wiring or other telecommunications improvements unique to the building, but the grantee must offer the alternative of a no term agreement to building owners who wish to contract directly for installation by a contractor approved by the grantee and in accordance with the grantee's generally applicable technical standards. The foregoing does not restrict, condition, or inhibit the grantee's ability to negotiate longer-term right of entry agreements prior to offering service to multiple unit building residents for the purpose of maintaining grantee's on-site signal and facilities. For purposes of this subsection 21.60.820.F, a "right of entry

agreement" means an agreement that permits the grantee access to the building to extend its distribution cable from the grantee's cable system in the right-of-way or public easement to the utility closet or other demarcation point in the multiple unit building.

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

H. Satisfaction ~~((Guaranteed))~~ guaranteed. The ~~((Cable Operator))~~ grantee shall guarantee ~~((Customer))~~ customer satisfaction for every ~~((Customer))~~ customer who requests new installation of ~~((Cable Service))~~ cable service, video, or interactive television or ~~((Cable modem Internet or))~~ adds any additional ~~((programming))~~ cable service to the ~~((Customer's))~~ customer's cable subscription. Any such ~~((Customer))~~ customer who adds expanded basic or other higher tier of video service ~~((,))~~ or interactive television ~~((, or cable modem service))~~ to ~~((his or her))~~ the customer's cable subscription ~~((account,))~~ and then requests discontinuation of such upgraded service within ~~((thirty (30)))~~ 30 days due to dissatisfaction with the service shall receive ~~((a))~~ an account credit ~~((to his/her account))~~ in an amount equal to the pro rata charge for the remaining days of service following the request to ~~((disconnect))~~ discontinue the service. If a ~~((Customer))~~ customer subscribes to a service under a promotion that provides free service and chooses to ~~((disconnect))~~ discontinue the service during the promotion window, there shall be no charge of any kind for the service or for ~~((disconnection))~~ discontinuing ~~((of))~~ the service.

Section 76. A new Section 21.60.825 of the Seattle Municipal Code is added as follows:

### **21.60.825 Cable customer privacy**

In addition to complying with the requirements in this Section 21.60.825, a grantee shall fully comply

with all obligations under 47 U.S.C. § 551.

A. Definitions.

For purposes of this Section 21.60.825:

"Affiliate" means any person or entity that is owned or controlled by, or under common ownership or control with, a grantee, and provides any cable service or other service.

"Necessary" means required or indispensable.

"Non-cable-related purpose" means any purpose that is not necessary to render, or conduct a legitimate business activity related to, a cable service or other service provided by the grantee to a customer. Market research, telemarketing, and other marketing of services or products are considered non-cable-related purposes.

"Personally identifiable information" means specific information about a customer, including, but not limited to, a customer's (a) login information, (b) extent of viewing of video programming or other services, (c) shopping choices, (d) interests and opinions, (e) energy uses, (f) medical information, (g) banking data or information, (h) web browsing activities, or (i) any other personal or private information. "Personally identifiable information" does not mean aggregate information about customers that does not identify particular persons.

B. Collection and use of personally identifiable information.

1. A grantee shall not use the cable system to collect, record, monitor, or observe personally identifiable information without the prior affirmative written or electronic consent of the customer unless, and only to the extent that, such information is: (a) used to detect unauthorized reception of cable communications, or (b) necessary to render a cable service or other service provided by the grantee to the customer.

2. A grantee shall take such actions as are necessary to prevent any affiliate from using the facilities of the grantee in any manner, including, but not limited to, sending data or other signals through such facilities, to the extent such use will permit an affiliate unauthorized access to personally identifiable information on the computer or other equipment of a customer (regardless of whether such equipment is owned

or leased by the customer or provided by a grantee) or on any of the facilities of the grantee that are used in the provision of cable service. This subsection 21.60.825.B.2 does not prohibit an affiliate from obtaining access to personally identifiable information to the extent otherwise permitted by this Section 21.60.825.

3. A grantee shall take such actions as are reasonably necessary to prevent a person or entity (other than affiliates) from using the facilities of the grantee in any manner, including, but not limited to, sending data or other signals through such facilities, to the extent such use will permit such person or entity unauthorized access to personally identifiable information on the computer or other equipment of a customer (regardless of whether such equipment is owned or leased by the customer or provided by a grantee) or on any of the facilities of the grantee that are used in the provision of cable service.

C. Disclosure of personally identifiable information. A grantee shall not disclose personally identifiable information without the prior affirmative written or electronic consent of the customer, except as follows:

1. A grantee may disclose for a non-cable-related purpose the name and address of a customer to any general programming tiers of service and other categories of cable and other service provided by the grantee if the grantee has provided the customer the opportunity to prohibit or limit such disclosure in accordance with this Section 21.60.825 and 47 U.S.C. § 551, and such disclosure does not directly or indirectly disclose:

- a. A customer's extent of viewing of a cable service or other service provided by the grantee;
- b. The extent of any other use by a customer of a cable service or other service provided by the grantee, including, but not limited to, a disclosure of the particular viewing selections by a person subscribing to a cable service or other service, or the particular web sites visited by a customer to non-cable service (i.e., a grantee may only disclose the fact that a person subscribes to non-cable service);
- c. The nature of any transactions made by a customer over the cable system of the grantee;

or

d. The nature of programming or sites that a customer subscribes to or views (i.e., a grantee may only disclose the fact that a person subscribes to a general tier of service or a package of channels with the same type of programming).

2. A minimum of 30 days before making any disclosure of personally identifiable information of any customer as provided in this subsection 21.60.825.C, the grantee shall notify in writing the Office of Cable Communications and each customer about which the grantee intends to disclose information of the specific information that will be disclosed, to whom it will be disclosed, and notice of the customer's right to prohibit the disclosure of such information for non-cable-related purposes. The notice to customers may be included with or made a part of the customer's monthly bill for cable service or other service or may be made by separate mailed notice. Each time that this notice is given to a customer, the grantee also shall provide the customer with an opportunity to prohibit the disclosure of information in the future. Such opportunity shall be given in one of the following forms: a toll-free number that the customer may call, a website option, or such other equivalent methods as may be approved by the Office of Cable Communications.

3. Additionally, within 45 days after each disclosure of personally identifiable information of any customer as provided in this subsection 21.60.825.C, the grantee shall notify in writing the Office of Cable Communications and each customer about which the grantee has disclosed information of the specific information that has been disclosed, to whom it has been disclosed, and notice of the customer's right to prohibit the disclosure of such information for non-cable-related purposes. The notice to customers may be included with or made a part of the customer's monthly bill for cable service or other service or may be made by separate mailed notice. Each time that this notice is given to a customer, the grantee also shall provide the customer with an opportunity to prohibit the disclosure of information in the future. Such opportunity shall be given in one of the following forms: a toll-free telephone number that the customer may call; a website option; or such other equivalent methods as may be approved by the Office of Cable Communications.

4. A grantee may disclose personally identifiable information only to the extent that it is necessary

to render, or conduct a legitimate business activity related to, a cable service or other service provided by the grantee to the customer.

5. To the extent required by federal law, a grantee may disclose personally identifiable information pursuant to a subpoena or valid court order authorizing such disclosure, or to a governmental entity.

D. Access to information. Any personally identifiable information gathered and maintained by a grantee shall be made available for customer examination within 30 days of receiving a request by a customer to examine such information at the local offices of the grantee or other convenient place within the City designated by the grantee. Upon a reasonable showing by the customer that the information is inaccurate, a grantee shall correct such information.

E. Privacy notice to customers.

1. A grantee shall annually mail a separate, written privacy statement to customers consistent with 47 U.S.C. § 551(a)(1) and shall provide a customer a copy of such statement at the time the grantee enters into an agreement with the customer to provide cable service or other service. The written notice shall be in a clear and conspicuous format and be printed in ten-point type or larger.

2. In the statement required by subsection 21.60.825.E.1, the grantee shall state substantially the following regarding the disclosure of customer information: "Unless a customer affirmatively consents electronically or in writing to the disclosure of personally identifiable information, any disclosure of personally identifiable information for purposes other than to the extent necessary to render, or conduct a legitimate business activity related to, a cable service or other service, is limited to:

a. Disclosure pursuant to a subpoena or valid court order authorizing such disclosure; or to a governmental entity, but only to the extent required by applicable federal law; or

b. Disclosure of the name and address of a customer to any general programming tiers of service and other categories of cable and other services provided by the grantee that does not directly or indirectly disclose:

- 1) A customer's extent of viewing of a cable service or other service provided by the grantee,
- 2) The extent of any other use by a customer of a cable service or other service provided by the grantee, including, but not limited to, a disclosure of the particular viewing selections by a person subscribing to a cable service or other service, or the particular web sites visited by a customer of non-cable service (i.e., a grantee may only disclose the fact that a person subscribes to non-cable service),
- 3) The nature of any transactions made by a customer over the cable system, or
- 4) The nature of programming or sites that a customer subscribes to or views (i.e., a grantee may only disclose the fact that a person subscribes to a general tier of service, or a package of channels with the same type of programming).

3. The statement shall also inform the customers of their right to prohibit the disclosure of their names and addresses in accordance with subsection 21.60.825.C for non-cable-related purposes. This opportunity will be presented in the form of a toll-free telephone number or website, provided by the grantee with the privacy notice or other manner acceptable to the Office of Cable Communications. If a customer exercises the customer's right to prohibit the disclosure of name and address as provided in subsection 21.60.825.C or this subsection 21.60.825.E, such prohibition against disclosure shall remain in effect permanently, unless the customer subsequently notifies the grantee in writing that the customer wishes to permit the grantee to disclose the customer's name and address.

F. Privacy reporting requirements. The grantee shall provide a semi-annual report to the City summarizing:

1. The type of personally identifiable information that was actually collected or disclosed during the reporting period, including:
  - a. For each type of personally identifiable information collected or disclosed, a statement sufficient to demonstrate that the personally identifiable information collected or disclosed was: 1) collected or disclosed only to the extent necessary to render, or conduct a legitimate business activity related to, a cable

service or other service provided by the grantee; 2) used only to the extent necessary to detect unauthorized reception of cable service; 3) disclosed pursuant to a subpoena or valid court order or to a governmental entity to the extent required by federal law; 4) names and addresses disclosed in compliance with subsection 21.60.825.C.1; or 5) a disclosure of personally identifiable information of particular subscribers, but only to the extent affirmatively consented to by such subscribers in writing or electronically; and

b. The categories of all entities to whom such personally identifiable information was disclosed, including, but not limited to, cable installation and maintenance contractors, direct mail vendors, telemarketing companies, print/mail houses, promotional service companies, billing vendors, and account collection companies; and

2. Measures that have been taken, or could be taken, to prevent the unauthorized access to personally identifiable information by a person other than the customer or the grantee, including, among other things, a description of the technology that is or could be applied by the grantee to prohibit unauthorized access to personally identifiable information by any means.

G. Nothing in this Section 21.60.825 shall prevent the City from obtaining personally identifiable information to the extent not prohibited by 47 U.S.C. § 551.

H. The grantee shall provide the names of the entities described in subsection 21.60.825.F.1.b to whom personally identifiable information was disclosed, within 30 days of receiving a request for such names from the City. However, the grantee need not provide the name of any court or governmental entity to which such disclosure was made if such disclosure would be inconsistent with applicable federal law.

I. Any aggrieved person may begin a civil action for damages for invasion of privacy against any grantee.

J. Destruction of personally identifiable information. A grantee shall destroy, within 90 days, any personally identifiable information if the personally identifiable information is no longer necessary for the purpose for which it was collected and there are no pending requests or orders for access to such personally identifiable information under this Section 21.60.825, pursuant to a court order, or pursuant to 47 U.S.C. § 551.



K. Rulemaking. The Office of Cable Communications shall adopt such rules and regulations as it deems necessary or advisable to implement this Section 21.60.825.

Section 77. Section 21.60.830 of the Seattle Municipal Code, last amended by Ordinance 120775, is amended as follows:

**21.60.830 ((-)) Complaint procedure ((-))**

A. Complaints to the ~~((Cable Operator))~~ grantee. The ~~((Cable Operator))~~ grantee shall, consistent with the obligations of this Chapter 21.60 including the minimum credit amounts set forth in Section 21.60.850, establish written procedures for receiving, acting upon, and resolving ~~((Customer Complaints))~~ customer complaints ~~((;))~~ and crediting ~~((Customer))~~ customer accounts in accordance with company policies ~~((or Schedule A, "Credits to Customers," herein, whichever is greater))~~ , and shall publicize such procedures ~~(( through printed documents))~~ at the ~~((Cable Operator's))~~ grantee's sole expense. ~~((For violations of the ordinance codified in Sections 21.60.800 through 21.60.830, credits shall be made to the Customer's account. In the event that the Customer no longer receives Cable Service or Other Services from the Cable Operator, the Cable Operator shall issue a check to the Customer within thirty (30) days of the resolution of the Complaint. Said))~~

1. The written procedures shall prescribe a simple process by which any ~~((Customer))~~ customer may submit a ~~((Complaint))~~ complaint in person or by telephone, electronic mail, or in ~~((writing))~~ other forms to the ~~((Cable Operator))~~ grantee regarding an alleged violation of any provision of these ~~((Customer Service Standards))~~ customer service standards, any terms or conditions of the ~~((Customer's))~~ customer's contract with the ~~((Cable Operator))~~ grantee, or reasonable business practices.

2. The ~~((Cable Operator))~~ grantee will make best efforts to resolve ~~((Customer))~~ customer concerns or ~~((Complaints))~~ complaints at the first contact. The City will make best efforts to redirect to the ~~((Cable Operator))~~ grantee all ~~((Cable Customers))~~ cable customers who have contacted the City first with a ~~((Cable))~~ cable or ~~((Other Service))~~ other service inquiry, concern, or ~~((Complaint))~~ complaint relating to cable services.

Within ~~((fifteen (15) calendar))~~ 15 days after receiving a ~~((Complaint))~~ complaint, the ~~((Cable Operator))~~ grantee shall notify the ~~((Customer))~~ customer of the results of its investigation and its proposed action or credit. If the ~~((Complaint))~~ complaint is in writing, a written response shall be sent to the ~~((Customer))~~ customer within two ~~((2))~~ weeks of receipt.

3. The ~~((Cable Operator))~~ grantee shall also notify the ~~((Customer))~~ customer of the ~~((Customer's))~~ customer's right to file a ~~((Complaint))~~ complaint with the City in the event the ~~((Customer))~~ customer is dissatisfied with the ~~((Cable Operator's))~~ grantee's decision ~~((;))~~ and shall explain the necessary procedures for filing such ~~((Complaint))~~ complaint with the City.

4. For violations of this Subchapter II, credits shall be made to the customer's account in the amounts set forth in Section 21.60.850, at a minimum, or in greater amounts should the grantee choose to exceed the minimum credit. If the customer no longer receives cable service from the grantee, but registered a complaint while a subscriber of grantee's cable services, the grantee shall issue a check to the customer within 30 days of the resolution of the complaint.

5. The ~~((Cable Operator's))~~ grantee's ~~((Complaint))~~ complaint procedures shall be ~~((filed with))~~ sent to the City ~~((prior to))~~ before implementation.

B. Security ~~((Fund))~~ fund. Within ~~((thirty (30)))~~ 30 days of the effective date of ~~((these Standards or))~~ a renewed franchise, and within 12 months of the effective date of ~~((any))~~ a new franchise ~~((granted by))~~, the ~~((City, whichever occurs first, the Cable Operator))~~ grantee shall deposit with an escrow agent approved by the City a security ~~((deposit ))~~ fund of ~~((fifty cents (\$ .50)))~~ \$.50 per ~~((Customer))~~ customer not to exceed \$20,000. ~~((The escrowed funds shall constitute the security funds for ensuring compliance with these standards for the benefit of the City and Customers.))~~ These escrowed funds shall be reviewed and maintained annually by the ~~((Cable Operator))~~ grantee at the level of ~~((fifty cents (\$ .50)))~~ \$.50 per ~~((Customer))~~ customer not to exceed \$20,000 ~~((per year,))~~ and ~~((will))~~ be replenished within ~~((fourteen (14)))~~ 14 days ~~((in the event that))~~ if amounts greater than ten ~~((10))~~ percent of the required funds are withdrawn by the Office of Cable

Communications.

1. The security fund ~~((shall))~~ serves as security for the payment of any penalties, fees, charges, or credits as provided for ~~((herein))~~ under this Subchapter II and for the grantee's performance ~~((by the Cable Operator))~~ of all its obligations under these ~~((Customer Service Standards))~~ customer service standards.

2. The rights reserved to the City with respect to the security fund are in addition to all other rights of the City, whether reserved by any applicable franchise agreement or authorized by law, and no action, proceeding or exercise of a right with respect to the security fund ~~((same shall))~~ in any way affects ~~((;))~~ or diminishes ~~((;))~~ any other right the City may otherwise have.

C. Complaints to the City. Any ~~((Customer))~~ customer who is dissatisfied with any proposed disposition of a ~~((Complaint))~~ complaint by a ~~((Cable Operator))~~ grantee or who has not received a decision within the required ~~((fifteen (15)))~~ 15-day period ~~((shall be))~~ is entitled to have the ~~((Complaint))~~ complaint reviewed by the City.

1. The ~~((Customer))~~ customer may initiate the review either by calling the City or by ~~((filing))~~ sending a written ~~((Complaint))~~ complaint, by letter or in electronic form, together with the ~~((Cable Operator's))~~ grantee's written decision, if any, ~~((with))~~ to the City.

2. The ~~((Customer))~~ customer shall make such ~~((filing and))~~ a request for review ~~((notification))~~ within ~~((twenty (20)))~~ 20 days of receipt of the ~~((Cable Operator's))~~ grantee's decision or, if no decision has been provided, within ~~((thirty (30)))~~ 30 days after ~~((filing))~~ submitting the original ~~((Complaint))~~ complaint ~~((with))~~ the ~~((Cable Operator))~~ grantee.

3. If the City decides that further evidence is warranted, the City may require the ~~((Cable Operator))~~ grantee and the ~~((Customer))~~ customer to submit, within ten ~~((10))~~ days of notice thereof, a written statement of the facts and arguments in support of their respective positions.

4. The ~~((Cable Operator))~~ grantee and the ~~((Customer))~~ customer shall produce any additional evidence, including any reports from the ~~((Cable Operator))~~ grantee, ~~((which))~~ that the City may deem

necessary to an understanding and determination of the ~~((Complaint))~~ complaint.

5. The City shall issue a determination within ~~((fifteen (15)))~~ 15 days after examining the materials submitted, setting forth the basis for its determination.

6. The City may extend these time limits for reasonable cause and may intercede and attempt to negotiate an informal resolution.

7. If the City determines that the ~~((Customer's Complaint))~~ customer's complaint is valid and that the ~~((Cable Operator))~~ grantee did not provide ~~((the complaining Customer with))~~ the proper solution and/or credit, the City may reverse any decision of the ~~((Cable Operator))~~ grantee in the matter and/or require the ~~((Cable Operator))~~ grantee to grant a specific solution, as determined by the City in its sole discretion, and/or any credit provided for in these ~~((Standards))~~ standards; or the City may provide the ~~((Customer))~~ customer with the amount of the credit (as set forth in ~~((Schedule A))~~ Section 21.60.850) by means of a withdrawal from the security fund.

~~((D. Verification of Compliance. The Cable Operator shall maintain, in a manner consistent with the privacy rights of Customers, an accurate and comprehensive file of (1) any and all Complaints regarding the Cable System or the Cable Operator's operation of the Cable System, by number and type and their disposition; (2) service request, identifying the number and nature of the requests and their disposition; (3) service interruptions and their disposition; (4) required Cable Operator contacts with Customers after installation, and (5) Customer privacy information as per SMC Section 21.60.820 F6.~~

~~Reports detailing compliance with the standards herein shall be provided by the Cable Company on a quarterly basis, within thirty (30) days of the end of the quarter and shall be in a format consistent with the output capabilities of a Cable Operator's call tracking technology sufficient for the City to monitor the Cable Customer Bill of Rights. If the Cable Operator fails to provide such reports on a timely basis, or if they are incomplete, monetary sanctions of up to five hundred dollars (\$500.00) for the first quarter, up to one thousand dollars (\$1000.00) for the second consecutive quarter of noncompliance, up to one thousand five hundred dollars~~

~~(\$1500.00) for the third consecutive quarter of noncompliance and up to two thousand (\$2,000.00) for all subsequent consecutive non-complaint quarters may be imposed to encourage compliance. The Cable Operator shall permit the City to review and audit the information at any time during Normal Business Hours upon reasonable notice.))~~

~~((E.))~~ D. Overall ((Quality of Service)) quality of service. The City may evaluate the overall quality of ~~((Customer))~~ customer service provided by the ~~((Cable Operator))~~ grantee to ~~((Customers))~~ customers, in conjunction with any performance review provided for in the franchise agreement; or at any other time, at its sole discretion, based on the number of ~~((Customer Complaints))~~ customer complaints received directly by the City or reported by the ~~((Cable Operator))~~ grantee in its quarterly reports.

~~((F.))~~ E. Procedure for ((Remedying Violations)) remedying violations. If the City has reason to believe that the ~~((Cable Operator))~~ grantee has failed to comply with any of these ~~((Standards))~~ standards~~((s))~~ or has failed to perform in a timely manner, the City may require in writing that the ~~((Cable Operator))~~ grantee remedy the alleged noncompliance and provide an opportunity to cure. If the alleged noncompliance is denied or not cured to the satisfaction of the City, the City may impose monetary sanctions or follow other procedures set forth in individual franchise agreements.

~~((G.))~~ F. Notice.

1. At the City's request, the ~~((Cable Operator))~~ grantee shall include on its billing statement, in a clear and conspicuous manner, information on how to contact the City's Office of Cable Communications. At the City's discretion, such information may include, but shall not be limited to, the address, telephone number, and e-mail address of the Office of Cable Communications.

2. At least annually, the ~~((Cable Operator))~~ grantee shall notify its ~~((Customers))~~ customers~~((~~ through a bill insert)) of the existence, location and function of the City's Office of Cable Communications ~~((s))~~ and shall provide, in a form provided by or approved by the City, a summary of ~~((Cable Customer Bill of Rights codified in this subchapter and))~~ this Subchapter II and the remedies and procedures available to its ((

Customers)) customers. ((Cable modem Internet Customers may receive such notification via e-mail if the Customer does not receive a written bill.))

G. Notification of Complaints. If the City receives customer service complaints regarding other services provided by the grantee, such as the use or connection of non-cable services, the City will notify the grantee of such complaints. If the grantee demonstrates an egregious pattern of failing to resolve such complaints with its customers, the City will forward the complaints to the appropriate state or federal agency.

**~~((Schedule A-Credits to Customers~~**

Standards of Customer Service	Minimum Compensation for Noncompliance
<b><del>Courtesy</del></b>	
<del>All Cable Operator employees shall be friendly, knowledgeable and helpful and provide timely services.</del>	\$5.00 credit
<b><del>Responsiveness</del></b>	
<b><del>Guaranteed Seven (7) Day Residential Installation and Service</del></b>	
<del>Cable Operators shall complete Standard Installations and service requested by a Customer within seven (7) business days after order has been placed.</del>	<del>Free installation, or one (1) month's basic service, if the fee has been waived for promotional reasons; for a service violation, \$10.00 credit</del>
<del>Cable Operator shall provide Customers seeking Non-Standard Installations with a total installation cost estimate and an estimated date of completion.</del>	<del>Free installation, or one (1) month's basic service, if the fee has been waived for promotional reasons</del>
<del>All underground cable drops shall be buried no less than twelve (12) inches deep and work shall be completed in no more than three (3) calendar weeks from the installation.</del>	\$5.00 credit
<b><del>Residential Installation and Service Appointments</del></b>	
<del>All Cable Operator Customers wanting installation of cable or service may choose any available four (4) hour time block during Normal Business Hours.</del>	\$10.00 credit
<del>The Cable Operator may not cancel an appointment with a Customer after 5:00 p.m. on the day before the scheduled appointment.</del>	<del>\$10.00 credit or the guarantee offered by the Cable Operator, whichever is greater</del>

<p>If a Cable Operator cannot make an appointment for any reason, the Cable Operator shall contact the Customer before the end of the scheduled appointment and reschedule at the convenience of the Customer.</p>	<p>\$10.00 credit or the guarantee offered by the Cable Operator, whichever is greater</p>
<p>If a Cable Operator technician arrives within the agreed upon time, and the Customer is absent, the technician shall leave written notification of arrival and return time, and the Cable Operator shall contact the Customer within forty eight (48) hours to reschedule.</p>	<p>\$5.00 credit if the Customer is not contacted within forty eight (48) hours</p>
<p><b>Outages and Service Interruptions</b></p>	
<p>System outages resulting from Cable Operator equipment failure affecting five (5) or more Customers, the Cable Operator shall initiate repairs within two (2) hours after the third Customer call is received.</p>	<p>One (1) day's free service for each day in which there is an outage for each Customer who reports an outage</p>
<p>Repairs shall be initiated for all other interruptions resulting from Cable Operator equipment failure within twenty four (24) hours.</p>	<p>One (1) day's free service for each day in which there is an outage for each Customer who reports an outage</p>
<p>Initiate repairs for all service outages or interruptions beyond the control of Cable Operators within twenty four (24) hours after the Cable Operator regains control.</p>	<p>One (1) day's free service for each day in which there is an outage for each Customer who reports an outage</p>
<p><b>TV Reception Difficulties and Cable Modem Internet Connection</b></p>	
<p>All Cable Operators shall make repairs promptly, and interrupt service only for good cause, during periods of minimum use of the system, and for no more than twenty four (24) hours, except where unavoidable.</p>	<p>One (1) day's free service for each day in which there is an outage for each Customer who reports an outage</p>
<p>All Cable Operators shall provide clear television reception that meets or exceeds FCC technical standards.</p>	<p>One (1) day's free service for each day in which reception falls below FCC standards for Customers who report reception that does not meet FCC standards</p>
<p>All Cable Operators shall meet all specifications advertised for Internet services</p>	<p>One (1) day's free service for each day in which any advertised specification is not met for affected Customers</p>
<p>If a Customer experiences poor video or audio reception due to Cable Operator's equipment, the Cable Operator shall repair the problem no later than the next day, unless otherwise agreed to with the Customer.</p>	<p>One (1) day's free service for each day after the Customer has called and the problem remains uncorrected</p>
<p><b>Problem Resolution</b></p>	

<p>All Cable Operators Customer Service Representatives shall be able to provide credit, waive fees, schedule appointments and change billing cycles. Any difficulties that cannot be resolved by the Customer Service Representatives shall be referred to a supervisor who shall make best efforts to contact the Customer within twenty-four (24) hours.</p>	<p>\$5.00 credit</p>
<p>In the case of difficulties that cannot be resolved, the supervisor shall make best efforts to contact the Customer within four (4) hours and resolve the problem within forty-eight (48) hours or within such other time frame as is acceptable to the Customer and the Cable Operator.</p>	<p>\$5.00 credit</p>
<p><b>Billing, Credits and Refunds</b></p>	
<p>Customers shall receive a clear and concise bill monthly. The Cable Operator shall respond to a Customer's billing inquiry made by telephone or e-mail within forty-eight (48) hours, and to a written billing inquiry within two (2) weeks of receipt of the inquiry.</p>	<p>\$5.00 credit</p>
<p>All Cable Operators shall allow thirty (30) days from the beginning date of the applicable billing cycle before imposing an administrative fee. If the bill is not paid within forty-five (45) days from the beginning date of the applicable service period, the Cable Operator may perform a "soft" disconnect.</p>	<p>\$5.00 credit</p>
<p>If a Customer's bill is not paid within fifty-two (52) days of the beginning date of the applicable service period, the Cable Operator may disconnect the Customer's service, but only upon showing that it has provided ten (10) day's notice to the Customer that such disconnect may result.</p>	<p>\$5.00 credit</p>
<p>If a Customer requests disconnection of any or all services, billing for affected services shall end on the same day, or on the future date for which the disconnect is ordered. All Cable Operators shall issue a credit or refund within fifteen (15) business days after the close of the Customer's billing cycle following the return of the equipment and request for disconnection.</p>	<p>\$5.00 credit or refund if the Customer's account has closed</p>



Deposits shall accrue interest at a fair market rate. Within ten (10) days after termination of service for any reason, the Cable Operator shall repay any deposit with a statement showing accrued interest to the Customer, less any sums owed to the Cable Operator.	\$5.00 credit or refund if the Customer's account has closed
<b>Respectful Treatment of Property</b>	
Cable Operators shall replace any trees or shrubs damaged during any installation or repair	\$10.00 credit plus any additional repairs or reimbursement if the Cable Operator fails to replace or repair the damage
Cable Operators shall restore any damage property to the same condition it was before damage occurred.	\$10.00 credit plus any additional repairs or reimbursement if the Cable Operator fails to replace or repair the damaged property
Cable Operators will give notice to property owners before entering premises, specifying the work to be done. In the event of an emergency, the 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.	\$10.00 credit if the Cable Operator fails to provide notice or enters premises without permission, plus any additional repairs or reimbursement
All Cable Operator personnel shall clean up debris caused by the Cable Operator's activities at a work site and properly dispose of cable materials.	\$10.00 credit plus cleanup and disposal of debris
<b>Services for Customers With Disabilities</b>	
All Cable Operators will deliver and pick up converters at the home of Customers with disabilities. In the case of a malfunctioning converter, the technician shall provide another converter, hook it up and ensure that it is working properly, and shall return the defective converter to the Cable Operator.	\$5.00 credit
All Cable Operators will provide TDD/TYY service through trained operators who can provide any assistance regularly available from a CSR at no charge.	\$5.00 credit
Cable Operators will install, at no charge, any closed captioning device purchased by a hearing-impaired Customer.	\$5.00 credit
Cable Operators will provide free use of a converter remote control unit to mobility-impaired Customers.	\$5.00 credit and provision of remote control unit
<b>Customer Information</b>	

Upon installation, or at a Customer's request, Cable Operators will provide the following requested information and credit information:	Provide Customer with the requested information. \$5.00 credit for failure to provide
A. Products and services offered;	
B. Complete range of service options and prices;	
C. Customer service standards;	
D. Instruction on use of cable TV, interactive TV, Internet service, remote and on standard VCR hookups;	
E. Billing, collection and disconnect policies;	
F. Customer privacy requirements;	
G. Complaint procedure, containing the City or the designated agency to whom the Complaints should be addressed;	
H. Use and availability of A/B switch;	
I. Use and availability of parental control/lockout device;	
J. Special services for Customers with visual, hearing or mobility disabilities;	
K. Days, times of operation, and locations of the service centers.	
Cable Operators shall provide Customers and the City with written notification of any change in rates, programming, or channels at least thirty (30) days before the date of the change.	\$5.00 credit for each affected Customer
All officers, agents, and employees of the Cable Operator, its contractors and subcontractors in personal contact with the Customer shall have a visible identification card with their name and photograph and shall orally identify themselves upon first contact with the Customer.	\$5.00 credit
All CSRs shall identify themselves orally to callers immediately following the greeting during each telephone contact with the public.	\$5.00 credit

<p>Each CSR, technician, or employee of the Cable Operator in each contact with a Customer shall state the estimated cost of the service, repair, or installation orally prior to delivery of the service or before any work is performed, and shall provide the Customer with an oral statement of the total charges before terminating the telephone call or before leaving the location at which the work was performed.</p>	<p>\$5.00 credit</p>
<p><b>Customers Privacy</b></p>	
<p>For any violation of privacy per SMC 21.60.820 F of the Cable Customer Bill of Rights</p>	<p>The Customer has the choice of either a check for \$100.00, or a credit to Customer account in the same amount.</p>
<p><b>Safety</b></p>	
<p>When the Cable Operator receives notice that an unsafe condition exists with respect to its equipment, the Cable Operator shall investigate such condition immediately, and shall take such measures as are necessary to remove or eliminate any unsafe condition.</p>	<p>At least Twenty-five Dollars (\$25) a day for each twenty-four (24) hour delay in responding to Customer safety concerns</p>
<p><b>Satisfaction Guaranteed</b></p>	
<p>Cable Operators will guarantee Customer satisfaction for every Customer who requests new or upgraded Cable Service or Other Service.</p>	<p>The Customer will have the opportunity to cancel upgraded Cable Service or Other Service within thirty (30) days of receiving the service and receive a pro-rata credit in an amount equal to the pro-rata charge for the remaining days of service being disconnected if the Customer is dissatisfied with the service, except where a free promotion has been offered, there shall be no charge of any kind for the service or for disconnection of the service. ))</p>

Section 78. A new Section 21.60.840 of the Seattle Municipal Code is added as follows:

**21.60.840 Verification of compliance by quarterly reporting form**

The grantee shall maintain, in a manner consistent with the privacy rights of customers, an accurate and comprehensive file of: (1) any and all complaints regarding the cable system or the grantee’s operation of the cable system to provide cable service, by number and type and their disposition; (2) service requests,

identifying the number and nature of the requests and their disposition; (3) service interruptions and their disposition; and (4) all telephone calls from customers to grantee, and their response times.

A. The Office of Cable Communications will develop and provide a quarterly reporting form to monitor the grantee's compliance with this Subchapter II. The grantee shall complete the form and send it to the Office of Cable Communications on a quarterly basis, within 30 days of the end of the quarter. All data in the report shall reflect activity within an area that reasonably approximates the jurisdictional boundaries of King County, including the City. To measure the grantee's compliance with standards related to customer telephone response times, the report shall include, at a minimum, the following information from the grantee: 1) the total number of calls offered to a grantee; 2) the number of calls handled by the grantee's IVR within 30 seconds; 3) the total number of calls during which a customer requested, in any fashion, to speak with a CSR; 4) the total number of calls transferred to a CSR; 5) the total number of calls transferred to a CSR that were answered within 30 seconds; 6) the average wait time before a call to a CSR was answered; and 7) other information that may be requested by the Office of Cable Communications, and is retained by the grantee, to assess the overall level and effectiveness of grantee's customer service practices or is necessary to address customer service complaints. If calls abandoned by callers exceed five percent of calls handled, the grantee shall provide an explanation. Any grantee of a new franchise is not required to complete or send the report described in this Section 21.60.840 until 12 months after the effective date of the new franchise.

B. To determine whether the grantee has met the standard for CSR telephone response time, the Office of Cable Communications shall divide the total number of calls answered by a CSR within 30 seconds by the total number of calls transferred to a CSR. This quotient shall not reflect calls that are self-directed to the IVR only. Only telephone calls that result in a customer being directed to a CSR shall be included in this standard.

C. If the grantee fails to provide such reports on a timely basis, or if they are incomplete, the City may impose monetary sanctions of up to \$1,000 for the first quarter, up to \$2,000 for the second consecutive

quarter of noncompliance, up to \$2,500 for the third consecutive quarter of noncompliance, and up to \$3,000 for each subsequent consecutive non-compliant quarters to encourage compliance.

D. The grantee shall permit the City to review and audit the information required under this Section 21.60.840 at any time during normal business hours upon reasonable notice.

Section 79. A new Section 21.60.850 of the Seattle Municipal Code is added as follows:

**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:

<b>Standards of customer service Location in SMC</b>	<b>Minimum compensation for grantee's noncompliance with Standards of customer service</b>
<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. <b>21.60.820.A</b>	\$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. <b>21.60.820.B.4</b>	\$20 credit
<b>Responsiveness</b>	

<p>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. <b>21.60.820.C.1</b></p>	<p>Free installation, or one month's service if the installation fee has been waived for promotional reasons \$20 credit for a service repairs violation</p>
<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 <b>21.60.820.C.1</b></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. <b>21.60.820.C.1</b></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. <b>21.60.820.C.2</b></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. <b>21.60.820.C.2</b></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. <b>21.60.820.C.2.b</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. <b>21.60.820.C.2.c</b></p>	<p>\$20 credit, or the guarantee offered by the grantee, whichever is greater</p>
<p>In the event of a system outage (<u>an outage is a service interruption that involves a loss or substantial impairment in reception on all channels for a period of one hour or more</u>) 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. <b>21.60.820.C.3a</b></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>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. <b>21.60.820.C.3b</b></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. <b>21.60.820.C.3.d</b></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. <b>21.60.820.C.3.e</b></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. <b>21.60.820.C.4</b></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. <b>21.60.820.C.4.a</b></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>
<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. <b>21.60.820.C.4.b</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. <b>21.60.820.C.5.a</b></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. <b>21.60.820.C.5.b</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. <b>21.60.820.C.6.a</b></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. <b>21.60.820.C.6.b</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 customer that such disconnection may result. <b>21.60.820.C.6.c</b></p>	<p>\$20 credit</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. <b>21.60.820.C.6.d</b></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. <b>21.60.820.C.6.e</b></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. <b>21.60.820.C.7.a</b></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. <b>21.60.820.C.7.b</b></p>	<p>\$50 credit plus any additional repairs or reimbursement if the grantee fails to replace or repair the damaged property</p>
<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. <b>21.60.820.C.7.c</b></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. <b>21.60.820.C.7.d</b></p>	<p>\$20 credit plus cleanup and disposal of debris</p>
<p><b>Services for customers with disabilities</b></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. <b>21.60.820.D.1</b></p>	<p>\$20 credit</p>
<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. <b>21.60.820.D.2</b></p>	<p>\$20 credit</p>

Grantees shall install, at no charge, any closed captioning device purchased by a hearing-impaired customer. <b>21.60.820.D.3</b>	\$20 credit
Grantees shall provide free use of a converter remote control unit to mobility-impaired customers. <b>21.60.820.D.4</b>	\$20 credit and provision of remote control unit
<b>Customer information</b>	
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: <b>21.60.820.E.1</b>	\$20 credit for failure to provide customer with the information or notice at the required time
Cable services offered by the grantee, including its channel lineup; <b>21.60.820.E.1.a</b>	
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. <b>21.60.820.E.1.b</b>	
A description of these Subchapter II (Cable Customer Bill of Rights) standards in a form provided by or approved by the City; <b>21.60.820.E.1.c</b>	
Installation and service maintenance policies, including the customer's responsibilities for equipment; <b>21.60.820.E.1.d</b>	
Instruction on the use of cable TV service, remote control, and standard video recording device hookups; <b>21.60.820.E.1.e</b>	
Instruction on the use of interactive television if provided by the grantee; <b>21.60.820.E.1.f</b>	
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; <b>21.60.820.E.1.g</b>	
Contact information for filing a consumer complaint with the FCC and the Office of Cable Communications; <b>21.60.820.E.1.h</b>	
Policies concerning protection of customer privacy, including provisions for opting-out of disclosure of customer name and address for marketing purposes; <b>21.60.820.E.1.i</b>	
Use and availability of parental control/lock out device; <b>21.60.820.E.1.j</b>	

Special services for customers with disabilities including any discounts required by the franchise or other agreements; and <b>21.60.820.E.1.k</b>	
Days, hours of operation, and locations of the service centers. <b>21.60.820.E.1.l</b>	
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. <b>21.60.820.E.3</b>	\$20 credit for each affected customer
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. <b>21.60.820.E.4</b>	\$20 credit
Every vehicle of the grantee used for providing services to customers shall be clearly visually identified to the public as working for the grantee. <b>21.60.820.E.4</b>	\$20 credit for a customer who receives service from an unidentified vehicle
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. <b>21.60.820.E.4</b>	\$20 credit
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 work was performed. <b>21.60.820.E.5</b>	\$20 credit
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. <b>21.60.820.E.7</b>	\$20 credit

The grantee shall not charge customers for any services they have not affirmatively requested. <b>21.60.820.E.8</b>	\$20 credit
<b>Safety</b>	
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. <b>21.60.820.G</b>	\$50 a day for each 24-hour delay in responding to customer safety concerns
<b>Satisfaction guaranteed</b>	
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 any kind for the service or for discontinuing the service. <b>21.60.820.H</b>	\$20 Credit
<b>Customer Privacy</b>	
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

Section 80. A new Section 3.22.050 of the Seattle Municipal Code is added as follows:

**3.22.050 Seattle Community Technology Advisory Board (CTAB) - Membership and duties**

A. There is a Community Technology Advisory Board (CTAB) consisting of ten members.

1. CTAB has one member representing public access to information and communications technology, one member representing education, seven at-large members, and one young adult member from the Get Engaged: City Boards and Commissions program, governed by Chapter 3.51. Members must live or work at an address in the City.

2. Six members are appointed by the Mayor, subject to confirmation by the City Council, including the public access, education, and Get Engaged members. Four at-large members are appointed by the City Council.

3. With the exception of the Get Engaged program position, whose term is governed by Chapter 3.51, the term of a member is two years. A member is eligible for reappointment to one additional two-year term. A member may serve again after a hiatus of at least four years. Any vacancy in an unexpired term shall be filled in the same manner as the original appointment. If a person is appointed to fill the duration of an unexpired term, then that term shall count as one of the two consecutive terms only if the portion of the unexpired term actually served is at least one year. A member whose term is ending may continue on an interim basis as a member with voting rights until such time as a successor for that position has been appointed or confirmed by the City Council.

4. All members serve without compensation.

B. The duties of CTAB are as follows:

1. To study and make recommendations to the Mayor, the Department of Information Technology, and the City Council on issues referred to CTAB by the Mayor or Councilmembers relating to information and communications technology. CTAB members may also bring forward for consideration other issues of community-wide interest relating to information and communications technology if doing so does not conflict with issues referred by the Mayor, the Department of Information Technology, or City Council;

2. Regarding information and communications technology issues, to conduct research, hearings, and workshops, to make written recommendations, and to report its findings and recommendations to the Mayor and City Council; and

3. To perform such other duties as may from time to time be appropriate and approved by resolution of the City Council.

C. CTAB shall be staffed by an employee of the Department of Information Technology or other designee

of the Chief Technology Officer who shall serve as Secretary to the Board.

Section 81. Ordinance 123461, which modified the franchise fee chargeable to cable television operators, is repealed. The repeal of ordinance 123461 does not reinstate any ordinances it superseded.

Section 82. To the extent that franchise agreements executed before the passage of this ordinance refer to cable districts and access areas, Exhibit 1 attached to Ordinance 121148 and Exhibit B attached to Ordinance 105427 shall continue to define cable district boundaries and designations and depict access districts, respectively.

Section 83. This ordinance shall take effect and be in force 30 days after its approval by the Mayor, but if not approved and returned by the Mayor within ten days after presentation, it shall take effect as provided by Seattle Municipal Code Section 1.04.020.

Passed by the City Council the \_\_\_\_ day of \_\_\_\_\_, 2015, and signed by me in open session in authentication of its passage this \_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
President \_\_\_\_\_ of the City Council

Approved by me this \_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Edward B. Murray, Mayor

Filed by me this \_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Monica Martinez Simmons, City Clerk

(Seal)