

**A CABLE SYSTEM FRANCHISE AGREEMENT**

**Between**

**THE BOROUGH OF INDIAN LAKE**

**And**

**TCI OF PENNSYLVANIA, INC.**

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**APPENDIX A**  
Customer Service Standards

**A CABLE SYSTEM FRANCHISE AGREEMENT  
BOROUGH OF INDIAN LAKE, PENNSYLVANIA**

An AGREEMENT between the BOROUGH OF INDIAN LAKE, PENNSYLVANIA (hereinafter Franchise Authority, Franchising Authority, or Borough) and TCI OF PENNSYLVANIA, INC. (hereinafter Grantee), granting to TCI of Pennsylvania, Inc., permission to construct and operate a Cable Television System.

1. **TERMS.** For the purpose of this Agreement, the following terms, phrases, words, and abbreviations shall have the meanings below. When not inconsistent with the context, words used in the present tense include the future tense, words in the plural number include the singular number, and words in the singular number include the plural number:

- A. **"Basic Cable"** means any tier of service which includes the retransmission of local broadcast television signals.
- B. **"Cable Act"** collectively means the Cable Communications Policy Act of 1984 and the Cable Television Consumer Protection and Competition Act of 1992, as amended by the Telecommunications Act of 1996.
- C. **"Cable Services"** shall mean (A) the one-way transmission to Subscribers of (i) video programming, or (ii) other programming service, and (B) Subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service.
- D. **"Cable System"** shall mean a facility, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide Cable Service which includes video programming and which is provided to multiple Subscribers within a community, but such term does not include (A) a facility that serves only to retransmit the television signals of one or more television broadcast stations; (B) a facility that serves Subscribers without using any Public Way; (C) a facility of a common carrier which is subject, in whole or in part, to the provisions of title II of the Cable Act, except that such facility shall be considered a Cable System (other than for purposes of Section 621(c)) to the extent such facility is used in transmission of video programming directly to Subscribers unless the extent of such use is solely to provide interactive on-demand services; (D) an open video system that complies with Section 653 of title VI of the Cable Act; or (E) any facilities of any electric utility used solely for operating its electric utility system.

- E. **“Franchise Authority”** means the Borough of Indian Lake, or the lawful successor, transferee or assignee thereof.
- F. **“Grantee”** means TCI of Pennsylvania, Inc., or the lawful successor, transferee or assignee thereof.
- G. **“Gross Subscriber Revenue”** means the Cable Service revenues actually received by the Grantee from Subscribers residing in the Borough of Indian Lake. Such phrase shall not include any taxes on Cable Service which are imposed directly or indirectly on any Subscriber thereof by any governmental unit or agency, and which are collected by the Grantee on behalf of such governmental unit or agency.
- H. **“Public Way”** means the surface of, and the space above and below, any public street, highway, freeway, bridge, land path, alley, court, boulevard, sidewalk, parkway, way, lane, drive, circle or other public right-of-way, including, but not limited to, public utility easements, dedicated utility strips or rights-of-way dedicated for compatible uses and any temporary or permanent fixtures or improvement located thereon now or hereafter held by the Franchise Authority in the Borough which shall entitle the Franchise Authority and the Grantee to the use thereof for the purpose of installing, operating, repairing and maintaining the Cable System.
- I. **“Subscriber”** means a person or user of the Cable System who lawfully receives Cable Services therefrom with the Grantee’s express permission.

2. **GRANT.** The Borough hereby grants to the Grantee a Franchise to construct and operate a Cable System in, along, among, upon, across, above, over, under or in any manner connected with Public Ways within the Borough and for that purpose to erect, install, construct, repair, replace, reconstruct, maintain or retain in, on, over, under, upon, across or along any Public Way and all extensions thereof and additions thereto, such poles, wires, cable, conductors, ducts, conduits, vaults, manholes, pedestals, amplifiers, appliances, attachments, and other related property or equipment as may be necessary or appurtenant to the Cable System.

3. **NON-EXCLUSIVE GRANT.** The right to use and occupy said Public Ways, as defined above, for the purpose herein set forth shall not be exclusive in Grantee. However, the Franchise Authority shall require a Franchise Agreement for any other person or entity, as defined above, engaging in the Cable Service business within any portion of the Borough. The Grantee shall receive the benefits of any more favorable terms or conditions enjoyed by another person or entity in the event that such terms and conditions are not reasonably comparable to those contained herein. This provision shall apply only in the event that there is competition for the Grantee’s subscribers. If

circumstances preclude conclusion of an Agreement with another person or entity, and should such person or entity still provide Cable Service in competition with the Grantee, any conditions found favorable to said competitor shall be applicable to operations of this Grantee. In the event the Franchising Authority elects to construct or operate a Cable System in competition with the Grantee, conditions favorable to the Franchising Authority shall also be applicable to operations of this Grantee. This Agreement and any enabling legislation shall only be amended through mutual consent.

4. **TERM; EFFECTIVE DATE.** The Franchise granted pursuant to this Agreement shall be for a period of three (3) years from the effective date. In establishing the effective date, the Grantee shall accept the Franchise granted pursuant hereto by signing this Agreement and filing same with the Borough Secretary or other appropriate official or agency of the Franchising Authority. Subject to acceptance by the Grantee, the effective date of this Agreement shall be midnight, August 17, 1996; provided, however that this Agreement is executed by the Borough within ten (10) days of Ordinance enactment.

5. **COMPLIANCE WITH APPLICABLE LAWS AND ORDINANCES.** The Grantee shall at all times during the life of this Agreement be subject to all lawful exercise of the police power by the Franchise Authority. The Franchise Authority reserves the right to adopt from time to time, in addition to the provisions herein contained, such Ordinances as may be necessary in the exercise of police power. Regarding such Ordinances, the same shall be ordained and enacted within the public health, safety and welfare limitations of Franchising Authority police power, shall not impose additional material requirements or restrictions upon the Grantee and shall not be otherwise in derogation of rights granted herein. Such Ordinances shall not conflict with laws of the State or other local or Federal laws or regulations.

6. **BOOKS AND RECORDS.** The Grantee agrees that the Franchising Authority may review such of its books and records, during normal business hours and on a nondisruptive basis, as are reasonably necessary to monitor compliance with the terms hereof. Such records shall include, but shall not be limited to, any public records required to be kept by the Grantee pursuant to the rules and regulations of the FCC. In specific reference, the Grantee shall maintain a written or taped record of subscriber complaints for a period of one (1) year. Notwithstanding anything to the contrary set forth herein, the Grantee shall not be required to disclose information which it reasonably deems to be proprietary or confidential in nature. The Franchising Authority agrees to treat any information disclosed by the Grantee to it on a confidential basis, and only to disclose it to employees, representatives, and agents thereof that have a need to know, or in order to enforce the provisions hereof. Notwithstanding anything to the contrary set forth in this Item 6, the Grantee shall operate in compliance with Cable Act Section 631 - Subscriber Privacy.

7. **CONDITIONS OF STREET OCCUPANCY.** All transmission and distribution structures, poles, other lines, and equipment installed or erected by the Grantee pursuant to the terms hereof shall be located so as to cause a minimum of interference with the proper use of Public Ways and with the rights and reasonable convenience of property owners who own property that adjoins any of said Public Ways.

8. **RESTORATION OF PUBLIC WAYS.** If during the course of the Grantee's construction, operation or maintenance of the Cable System there occurs a disturbance of any Public Way by the Grantee, it shall, at its expense, replace and restore such Public Way to a condition comparable to the condition of the Public Way existing immediately prior to such disturbance. An officer of the Franchising Authority may describe a manner of restoration and may perform a final inspection.

9. **AVAILABILITY OF SERVICE.** Whenever the Grantee shall receive a written request for service from a least fifteen (15) potential subscribers within 1320 cable bearing strand feet (one-quarter cable mile) of its aerial trunk cable, or from twenty-five (25) potential subscribers in underground construction areas, it shall extend its Cable System to such subscribers at no cost to said subscribers for system extension, other than the usual connection fees for all subscribers; provided that such extension is technically feasible, and if it will not adversely affect the operation, financial condition or market development of the Cable System. Written requests shall be numbered at a rate of one (1) head of household per individual address.

10. **SPECIAL CHARGES FOR INSTALLATION OF SERVICE.** No potential subscriber shall be refused service arbitrarily. However, for unusual circumstances, such as requests for underground cable where aerial installation is the standard or where there is more than one hundred twenty-five (125) feet of distance from distribution cable to connection of service to subscribers or a density of less than that stated in Item 9, the Grantee may establish a special fee. Existing subscribers who request replacement of aerial line with underground installation may also be subject to this special fee. Service may be made available on the basis of cost of material, labor and easements, as a special fee, in order that existing subscribers shall not be unfairly burdened.

11. **CUSTOMER SERVICE STANDARDS.** The Grantee agrees to abide by the customer service standards as contained herein as so directed by the Franchising Authority. These standards are those developed by the FCC under an obligation of the Cable Act of 1992 and the full text of such standards is presented as Exhibit A.

12. **SAFETY REQUIREMENTS.** Construction, installation and maintenance of the Cable System shall be performed in an orderly and workmanlike manner. All such work shall be performed in substantial accordance with applicable Federal Communications Commission (FCC), Federal Aviation Administration (FAA), or other federal, state and local regulations. In addition, the Grantee shall comply with applicable provisions of the

National Electrical Safety Code (National Bureau of Standards) and the National Electrical Code (National Bureau of Fire Underwriters). The Grantee shall, during construction or maintenance of the Cable System, proceed in such a manner as to cause the least possible inconvenience to the general public; any opening or obstruction in the streets or other places, made by the Grantee in the course of its operations, shall be guarded and protected, at all times, by the placement of adequate barriers, fencing or bordings, the bounds of which, during periods of dusk and darkness, shall be clearly designated by warning lights. The Cable System shall not unreasonably endanger or interfere with the safety of persons or property within the Borough.

**13. RELOCATION AT REQUEST OF FRANCHISING AUTHORITY.** Upon its receipt of reasonable advance notice, not to be less than five (5) business days, the Grantee shall, at its own expense, protect, support, temporarily disconnect, relocate in the Public Way, or remove from the Public Way, any property of the Grantee when lawfully required by Franchising Authority by reason of traffic conditions, public safety, street abandonment, freeway and street construction, change or establishment of street grade, installation of sewers, drains, gas or water pipes, or any other type of structures or improvements by the Franchising Authority; but, the Grantee shall in all cases have the right of abandonment of its property. If public funds are available to any company using such street, easement or right-of-way for the purpose of defraying the cost of any of the foregoing, the Franchising Authority shall make application on behalf of the Grantee and such funds shall also be made available to the Grantee. Should said public fund reimbursement request to fully compensate the Grantee be denied, and should the Franchising Authority and the Grantee be unable to agree on an acceptable method and amount of reimbursement, then the Grantee shall be released from any obligation to provide Cable Service to the affected street or area.

**14. FRANCHISE FEE.** The Grantee shall pay to the Franchising Authority, on an annual basis, a franchise fee equal to three (3) percent of Gross Subscriber Revenues as defined and actually received by the Grantee from the operation of the Cable System. Franchise fees shall be paid on a semi-annual basis, shall be due and payable within sixty (60) days of the close of the previous semi-annual period and shall be made in lieu of any other fee, charge, tax or other consideration. For accounting and reconciliation purposes, the reporting period shall be a calendar year and the second payment shall be accompanied by a report from a representative of the Grantee showing the basis for the computation of fees for the preceding year.

**15. RATES AND CHARGES.** The Franchising Authority may, upon initial and continued certification by the FCC, regulate rates for Basic Cable and equipment subject to regulation, only as expressly permitted by applicable law.

**16. CHANGED CIRCUMSTANCES.** Should a change in Federal law, FCC rules or regulations or a ruling of any court of competent jurisdiction create an opportunity of



the Franchising Authority to enjoy more beneficial terms, conditions or provisions than those contained in this Agreement, then such matters shall become the subject of discussion between the Grantee and the Franchising Authority. The Grantee shall have the right to present, and the Franchising Authority shall hear, the Grantee requests for favorable compensatory adjustments to provide for final, mutually acceptable amendment of this Agreement. This favorable compensatory adjustment requirement shall also apply in the case of mandatory adjustments to this Agreement.

**17. RENEWAL OF FRANCHISE.** The Franchising Authority and the Grantee agree that any proceedings undertaken by the Franchising Authority that relate to the renewal of the Grantee's Franchise shall be governed by and comply with the provisions of Section 626 of the Cable Act, as amended, unless the procedures and substantive protections set forth therein shall be deemed to be preempted and superseded by the provisions of any subsequent provision of federal or state law.

In addition to the procedures set forth in said Section 626(a), the Franchising Authority agrees to notify the Grantee of all of its assessments regarding the identity of future cable-related community needs and interests, as well as, the past performance of the Grantee under the then current Franchise term. The Franchising Authority further agrees that such a preliminary assessment shall be provided to the Grantee promptly so that the Grantee has adequate time to submit a proposal under Section 626(b) of the Cable Act and complete renewal of the Franchise prior to expiration of its term. Notwithstanding anything to the contrary set forth in this Item 17, the Grantee and the Franchising Authority agree that at any time during the term of the then current Franchise, while affording the public appropriate notice and opportunity to comment, the Franchising Authority and the Grantee may agree to undertake and finalize informal negotiations regarding renewal of the then current Franchise and the Franchising Authority may grant a renewal thereof. The Grantee and the Franchising Authority consider the terms set forth in this Section to be consistent with the express provisions of Section 626 of the Cable Act.

**18. CONDITIONS OF SALE.** If a renewal or extension of the Grantee's Franchise is denied or the Franchise is lawfully terminated, and the Franchising Authority either lawfully acquires ownership of the System or by its actions lawfully effects a transfer of ownership of the System to another party, any such acquisition or transfer shall be at the price determined pursuant to the provisions set forth in Section 627 of the Cable Act.

The Grantee and the Franchising Authority agree that in the case of a final determination of a lawful revocation of the Franchise, at the Grantee's request, which shall be made in its sole discretion, the Grantee shall be given a reasonable opportunity to effectuate a transfer of its System to a qualified third party. The Franchising Authority further agrees that during such a period of time, it shall authorize the Grantee to continue to operate pursuant to the terms of its prior Franchise; however, in no event

shall such authorization exceed a period of time greater than six months from the effective date of such revocation. If, at the end of that time, the Grantee is unsuccessful in procuring a qualified transferee or assignee of its System which is reasonably acceptable to the Franchising Authority, the Grantee and the Franchising Authority may avail themselves of any rights they may have pursuant to federal or state law; it being further agreed that the Grantee's continued operation of its System during the six month period shall not be deemed to be a waiver, nor an extinguishment of, any rights of either the Franchising Authority or the Grantee.

**19. TRANSFER OF FRANCHISE.** The Grantee's right, title or interest in the Franchise shall not be sold, transferred, assigned, or otherwise encumbered, other than to a person which owns or controls, is owned or controlled by, or is under common control with the Grantee, without the prior consent of the Franchising Authority, such consent not to be unreasonably withheld. No such consent shall be required, however, for a transfer in trust, by mortgage, by other hypothecation, or by assignment of any rights, title, or interest of the Grantee in the Franchise or Cable System in order to secure indebtedness. Within thirty (30) days of receiving any request for transfer, the Franchising Authority shall, in accordance with FCC rules and regulations, notify Grantee in writing of the information it requires to determine the legal, financial and technical qualifications of the transferee. Within one hundred twenty (120) days of Franchising Authority receipt of the Grantee's initial request, Franchising Authority shall act on the Grantee's request for transfer and give written notice as provided in Item 25 herein. Absence of notice within this specified time shall mean that consent is granted without official action of the Franchising Authority.

**20. INSURANCE REQUIREMENTS.** The Grantee shall maintain in full force and effect, at its own cost and expense, during the term of the Franchise, General Commercial Liability Insurance in the amount of \$1,000,000 combined single limit for bodily injury, and property damage. Said insurance shall designate the Franchising Authority as an additional insured. Such insurance shall be non-cancelable except upon thirty (30) days prior written notice to the Franchising Authority.

**21. INDEMNIFICATION.** The Grantee agrees to indemnify, save and hold harmless, and defend the Franchising Authority, its officers, boards and employees, from and against any liability for damages and for any liability or claims resulting from property damage or bodily injury (including accidental death), which arise out of the Grantee's construction, operation, or maintenance of its Cable System, including, but not limited to, reasonable attorney's fees and costs.

**22. NOTICE OF VIOLATION.** In the event that the Franchising Authority believes that the Grantee has not complied with the terms of the Franchise, it shall notify the Grantee of the exact nature of the alleged non-compliance. The Grantee shall have thirty (30) days from receipt of the notice to respond to the Franchising Authority to

cure such default or, in the event that, by the nature of default, such default cannot be cured within the thirty (30) day period, to initiate reasonable steps to remedy such default and notify the Franchising Authority of the steps being taken and the projected date that they will be completed. In any case above, the Franchising Authority shall not take any punitive action or commence any action at law without first conducting a public hearing. The Grantee shall be notified of the time and place of such public hearing and shall have an opportunity to be heard.

23. **IMMUNITY.** The Grantee shall not be held in default or non-compliance with the provisions of the Franchise, nor suffer any enforcement or penalty relating thereto, where such non-compliance or alleged defaults are caused by strikes, acts of God, power outages, or other events reasonably beyond its ability to control.

24. **NOTICE.** Unless expressly otherwise agreed between the parties, every notice or response to be served upon the Franchising Authority or the Grantee shall be in writing, and shall be deemed to have been duly given to the required party five (5) business days after having been posted in a properly sealed and correctly addressed envelope by certified or registered mail, postage prepaid, at a Post Office or branch thereof regularly maintained by the U. S. Postal Service. The notices or responses to the Franchising Authority shall be addressed as follows:

The Office of the Borough Secretary  
Borough of Indian Lake  
RD 1, Box 540  
Central City, PA 15926

with a copy to: Borough may copy the Solicitor.

The Notices or responses to the Grantee shall be addressed as follows:

TCI of Pennsylvania, Inc.  
P.O. Box 406, R.D. #7  
Route 219 & Route 281  
Somerset, PA 15501

with copies to:

TCI of Pennsylvania, Inc.  
111 Pfingsten Road  
Suite 400  
Deerfield, IL 60015

The Franchising Authority and the Grantee may designate such other addresses from time to time by giving notice to the other.

**25. MISCELLANEOUS PROVISIONS.**

- 25.1 Descriptive Headings. The captions to sections contained herein are intended solely to facilitate the reading thereof. Such captions shall not affect the meaning or interpretation of the text therein.
- 25.2 Limitation on Claim Actions. With regard to any calendar date associated with the operations of the Grantee, a five (5) year limitation for claim actions shall exist. Unless within five (5) years from and after such date the Borough, or any other aggrieved party, initiates a lawsuit in a court of competent jurisdiction, any recovery, redress or enforcement shall be barred and the Borough, or any other plaintiff, shall be estopped from asserting any claims whatsoever against the Grantee relating to any alleged, damages, refunds, deficiencies, defaults or violations.
- 25.3 Preemption. Superseding jurisdiction of the FCC, any federal or state body or agency and the courts is recognized by the Borough. Exercise of such jurisdiction may cause Borough authority over certain provisions of this Agreement to be altered, reduced or terminated.
- 25.4 Consent Actions. In any instance where approval or consent of the Borough is requested, a decision must be rendered within forty-five (45) days of such request. Absent such decision, approval or consent shall be deemed granted.
- 25.5 Contact and Complaint Resolution. Should a Subscriber have an unresolved complaint regarding Cable System operations, the Subscriber shall be entitled to file said complaint with the Borough Secretary, who has primary responsibility for the continuing administration of the Franchise Agreement and the procedure for resolving complaints, and thereafter to meet jointly with a representative of the Council and a representative of the Grantee, within thirty (30) days, to fully discuss and resolve such matters. In the event of a refusal by the Grantee to take action to address the complaint of any party, the Council of the Borough of Indian Lake may, at a special meeting called for such purpose, require the Grantee and the party aggrieved by the Grantee's decision to present their respective sides of the case, to Council, whose decision on the matter shall be made within ten (10) days of such hearing, in writing, a copy addressed to each party. Any party aggrieved by the decision of Council of the Borough of

Indian Lake, may appeal said decision to a court of competent jurisdiction for redress.

25.6 Documents Incorporated. The following document(s) shall be incorporated herein and a part thereof.

Exhibit A - Customer Service Standards

26. **REPEALER.** All ordinances and resolutions, and any parts of either thereof, which are inconsistent herewith, shall be and the same are hereby repealed.

27. **SEVERABILITY.** If any Section, sentence, paragraph, term or provision hereof is determined to be illegal, invalid or unconstitutional, by any court or competent jurisdiction or by any state or federal regulatory authority having jurisdiction thereof, such determination shall have no effect on the validity of any other Section, sentence, paragraph, term or provision hereof, all of which will remain in full force and effect for the term of the Franchise or any extension, renewal or renewals thereof.

**SIGNATURES APPEAR ON PAGE 11**

This Agreement authorized by Ordinance No. 49, is ordained and enacted by passage of Resolution 1996-7 at a duly convened and official meeting of the Borough Council of the Borough of Indian Lake, Somerset County, on the 11th day of June, 1996.

For: Borough of Indian Lake

By: Richard W. Stern  
President of Council

WITNESS:

By: Theresa L. Keyant

Title: Borough Secretary

Examined and approved this 23rd day of July, 1996.

By: Barry L. Lutz  
Mayor

For: TCI OF PENNSYLVANIA, INC.

This Agreement accepted by TCI OF PENNSYLVANIA, INC., subject to applicable federal, state and local law. The EFFECTIVE DATE of this Agreement is here written as midnight, the 17th day of August, 1996, unless extended by mutual consent of the parties.

By: James M. Mazur  
James M. Mazur  
Region Vice President

WITNESS:

By: Richard H. Emenecker

Name: RICHARD H. EMENECKER

Title: Region Director of Franchising

## **EXHIBIT A**

Appearing below is a verbatim reproduction of the Customer Service Standards as established by the FCC.

### **CUSTOMER SERVICE STANDARDS**

(1) Cable system office hours and telephone availability-

(A) The cable operator will maintain a local, toll-free or collect call telephone access line which will be available to subscribers 24 hours a day, seven days a week.

(i) Trained company representatives will be available to respond to customer telephone inquiries during normal business hours.

(ii) After normal business hours, the access line may be answered by a service or an automated response system, including a phone answering machine. Inquiries received after normal business hours must be responded to by a trained company representative on the next business day.

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

(C) The operator will not be required to acquire equipment or perform surveys to measure compliance with the telephone answering standards above unless an historical record of complaints indicates a clear failure to comply.

(D) Under normal operating conditions, the customer will receive a busy signal less than three (3) percent of the time.

(E) Customer service center and bill payment locations will be open at least during normal business hours and will be conveniently located.

(2) Installations, outages and service calls- Under normal operating conditions, each of the following four standards will be met no less than ninety five (95) percent of the time measured on a quarterly basis:

(A) Standard installations will be performed within seven (7) business days after an order has been placed. "Standard" installations are those that are located up to 125 feet from the existing distribution system.

(B) Excluding conditions beyond the control of the operator, the cable operator will begin working on "service interruptions" promptly and in no event later than 24 hours after the interruption becomes known. The cable operator must begin actions to correct other service problems the next business day after notification of the service problem.

(C) The "appointment window" alternatives for installations, service calls, and other installation activities will be either a specific time or, at maximum, a four-hour time block during normal business hours. (The operator may schedule service calls and other installation activities outside of normal business hours for the express convenience of the customer.)

(D) An operator may not cancel an appointment with a customer after the close of business on the business day prior to the scheduled appointment.

(E) If a cable operator representative is running late for an appointment with a customer and will not be able to keep the appointment as scheduled, the customer will be contacted. The appointment will be rescheduled, as necessary, at a time which is convenient for the customer.

(3) Communications between cable operators and cable subscribers-

(1) The cable operator shall provide written information on each of the following areas at the time of installation of service, at least annually to all subscribers, and at any time upon request:

(ii) products and services offered;

(ii) prices and options for programming services and conditions of subscription to programming and other services;

(iii) installation and service maintenance policies;

(iv) instructions on how to use the cable service;

(v) channel positions of programming carried on the system;

and



(vi) billing and complaint procedures, including the address and telephone number of the local franchising authority's cable office.

(2) Customers will be notified of any changes in rates, programming services or channel positions as soon as possible through announcements on the System and in writing. Notice will be given to subscribers 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 subscribers thirty (30) days in advance of any significant changes in the other information required by the preceding paragraph.

(B) Billing-

(i) Bills will be clear, concise and understandable. Bills will be fully itemized, with itemizations including, but not limited to, basic and premium service charges and equipment charges. Bills will also clearly delineate all activity during the billing period, including optional charges, rebates and credits.

(ii) In case of a billing dispute, the cable operator must respond to a written complaint from a subscriber within thirty (30) days.

(C) Refunds- Refund checks will be issued promptly, but no later than either

(i) the customer's next billing cycle following resolution of the request or thirty (30) days, whichever is earlier, or

(ii) the return of the equipment supplied by the cable operator if service is terminated.

(D) Credits- Credits for service will be issued no later than the customer's next billing cycle following the determination that a credit is warranted.

(4) Definitions-

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

(B) Normal Operating Conditions- The term "normal operating conditions" means those service conditions which are within the control of the cable

operator. Those conditions which 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 which 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.

(C) Service Interruption- The term "service interruption" means the loss of picture or sound on one or more cable channels.