

1 AN ACT concerning cable television.

2 Be it enacted by the People of the State of Illinois,
3 represented in the General Assembly:

4 Section 5. The Counties Code is amended by adding
5 Section 5-1096.5 as follows:

6 (55 ILCS 5/5-1096.5 new)

7 Sec. 5-1096.5. Community antenna television systems;
8 consumer protection.

9 (a) Definitions. For purposes of this Section:

10 "Normal business hours" means those hours during which
11 most similar businesses in the community are open to serve
12 customers. In all cases, "normal business hours" must include
13 some evening hours at least one night per week and some
14 weekend hours.

15 "Normal operating conditions" means those service
16 conditions that are within the control of the franchisee.
17 Those conditions that are not within the control of the
18 franchisee include, but are not limited to, natural
19 disasters, civil disturbances, power outages, telephone
20 network outages, and severe or unusual weather conditions.
21 Those conditions that are ordinarily within the control of
22 the franchisee include, but are not limited to, special
23 promotions, pay-per-view events, rate increases, regular peak
24 or seasonal demand periods, and maintenance or upgrade of the
25 cable system.

26 "Outage" means a service interruption that simultaneously
27 affects 500 or more subscribers.

28 "Service interruption" or "interruption" means the loss
29 of picture or sound on one or more community antenna
30 television channels. "Service interruption" does not include
31 interruptions deliberately caused by the franchisee for

1 purposes of system maintenance, repair, or testing, if the
2 deliberate interruptions occur between the hours of 1 a.m.
3 and 7 a.m. and do not exceed 10 minutes in duration.

4 (b) Not less than 60 days prior to commencement of
5 service to its first subscriber or within 60 days after the
6 effective date of this amendatory Act of the 93rd General
7 Assembly, whichever first occurs, a franchisee must submit to
8 the franchising authority a detailed customer services plan.
9 The plan must, without limitation, demonstrate that the
10 facilities, personnel, repair, complaint and adjustment
11 procedures, telephone, and other information systems of the
12 franchisee are sufficient to ensure timely, efficient, and
13 effective services to customers. The franchisee's customer
14 services plan must be consistent with the highest standards
15 of the community antenna television industry and the
16 requirements set forth in this Section. A franchisee must
17 update the plan as necessary to keep it accurate and
18 complete.

19 A franchisee shall establish and maintain such business
20 offices and customer service and call centers and provide
21 personnel, telephone service, and other equipment, as
22 necessary, to ensure the timely, efficient, and effective
23 service to customers. Personnel required under this Section
24 must include one person designated by the franchisee to act
25 as a liaison between the franchisee and the franchising
26 authority regarding customer service issues. All customer
27 service and call centers of the franchisee shall have a
28 locally listed, toll-free, or collect telephone number with
29 an access line available to subscribers 24 hours a day, 7
30 days a week. Trained company representatives must be
31 available to respond to customer telephone inquiries 24 hours
32 a day, 7 days a week. All of the franchisee's customer
33 service and call center and bill payment locations that serve
34 customers located in the franchising authority must be open

1 at least during normal business hours and be located within
2 the franchising authority. The franchisee's business offices
3 shall be open, at a minimum, from 9 a.m. to 5 p.m. for 6 days
4 a week.

5 Upon a showing of changed circumstances or for other good
6 cause shown, the franchising authority may permit a reduction
7 in the franchisee's business office hours, and this
8 permission may not be unreasonably withheld. Additionally, at
9 various times during the day, the franchisee must cablecast
10 the address, telephone number, and office hours of its
11 business offices, customer service and call centers, and bill
12 payment locations on a local origination channel received by
13 all subscribers.

14 Under normal operating conditions, telephone answer time
15 by a customer representative, including wait time, shall not
16 exceed 30 seconds after the connection is made. If the call
17 must be transferred, transfer time may not exceed 30 seconds.
18 These standards must be met no less than 90% of the time
19 under normal operating conditions, measured on a quarterly
20 basis. The franchisee shall not be required to acquire
21 equipment or perform surveys to measure compliance with these
22 telephone answering standards unless the franchising
23 authority determines that a sufficient record of complaints
24 indicates a clear failure to comply. Under normal operating
25 conditions, the customer shall receive a busy signal less
26 than 3% of the time.

27 Under normal operating conditions, standard installations
28 must be performed within 7 business days after an order has
29 been placed. "Standard" installations are those that are
30 located within 125 feet from the existing distribution
31 system.

32 Under normal operating conditions, the appointment
33 alternatives for installations, service calls, and other
34 installation activities shall be either a specific time or,

1 at maximum, a three-hour time block between the hours of 9
2 a.m. and 5 p.m. 6 days a week.

3 The franchisee may schedule service calls and other
4 installation activities outside of these days and hours for
5 the express convenience of the customer. The franchisee may
6 not cancel an appointment with a customer after the close of
7 business on the business day prior to the scheduled
8 appointment. If a franchisee representative is unable to keep
9 the appointment as scheduled, the customer must be contacted.
10 The appointment must be rescheduled, as necessary, for the
11 specific day and time requested by the customer. The customer
12 may request that the appointment take place anytime between
13 the hours of 7 a.m. and 8 p.m. on Monday through Saturday.

14 The franchisee shall promptly respond to and resolve all
15 subscriber complaints.

16 The franchisee shall maintain records of subscriber
17 complaints setting forth the date and nature of the complaint
18 and any action taken in response. These records shall be
19 available to the franchising authority during the
20 franchisee's normal business hours and must be retained in
21 the franchisee's files for not less than 3 years. A
22 statistical summary of these records shall be prepared by the
23 franchisee and submitted to the franchising authority on a
24 monthly basis for the life of the franchise. Complaints shall
25 be broken out by the type of service that is the subject of
26 the complaint and by franchise area of the franchising
27 authority.

28 The franchisee shall maintain records of all outages and
29 reported service interruptions. These records must indicate
30 the type of service interrupted, the estimated number of
31 subscribers affected, the date and time of the first
32 notification of the interruption, the date and time that
33 service was restored, the cause of the interruption, and a
34 description of the corrective action taken. Records of

1 reported service interruptions shall identify the reporting
2 persons in a manner consistent with applicable privacy law.
3 These records must be available to the franchising authority
4 during the franchisee's normal business hours and must be
5 retained in the franchisee's files for not less than 3 years.

6 These records must be submitted to the franchising
7 authority on a monthly basis, commencing 12 months after
8 service is provided to the first subscriber. The franchisee
9 shall provide these records in paper documentary form, as
10 well as in any electronic forms and formats as the
11 franchising authority may require. The franchising authority
12 shall provide service interruption information, as
13 appropriate, to federal or State regulatory authorities.

14 Excluding conditions beyond the control of the
15 franchisee, the franchisee must begin working on service
16 interruptions promptly and in no event later than 24 hours
17 after the franchisee becomes aware of the interruption. The
18 franchisee must begin actions to correct other service
19 problems the next business day after notification of the
20 service problem.

21 The franchisee shall provide a credit or, in the case of
22 a customer terminating service, a refund to each customer
23 that is subject to a service interruption caused by
24 conditions that are in the franchisee's control. The credit
25 or refund shall be for the entire day on which the
26 interruption occurs and for each additional day the
27 interruption continues. The credit or refund shall apply to
28 all services interrupted. In the case of an outage, the
29 franchisee shall provide a credit or refund regardless of
30 whether the customer requests a credit or refund or otherwise
31 contacts the franchisee. In the case of a service
32 interruption that is not part of an outage, the franchisee
33 shall provide a credit or refund if the customer requests a
34 credit or refund or otherwise contacts the franchisee about

1 the service interruption. Refund checks must be issued
2 promptly, but no later than either (i) the customer's next
3 billing cycle following resolution of the request or 30 days,
4 whichever is earlier, or (ii) upon the return of the
5 equipment supplied by the franchisee if the service is
6 terminated. Credits for service must be issued no later than
7 the customer's next billing cycle following the determination
8 that a credit is warranted.

9 Prior to commencement of construction in an area, the
10 franchisee shall exercise its best efforts to inform the
11 residents of the area of the nature and timetable for the
12 construction and shall provide the residents with the
13 procedures for filing complaints.

14 At the time the franchisee solicits the residents of an
15 area for subscription of its services and again upon actual
16 installation of service, the franchisee must provide the
17 residents with a simple written explanation of all products
18 and services offered, the options for and prices of the
19 products and services, parental lock-out devices,
20 installation and service maintenance procedures, community
21 antenna television services use instructions, programming
22 channel positions, billing, late fee and complaint
23 procedures, and the privacy rights of the subscriber. The
24 information and materials required by this Section shall also
25 be available in the Spanish language.

26 The franchisee shall fill all reasonable orders for a
27 standard installation of its services within 7 business days
28 and all other reasonable orders within 30 days after the date
29 of the order. An order is reasonable if (i) the services
30 requested are uniformly available on the franchisee's
31 community antenna television system, (ii) the services are
32 requested in a portion of the franchise area where the
33 franchisee's community antenna television system has been
34 constructed and activated, (iii) the franchisee in

1 cooperation with appropriate agencies can accomplish a proper
2 physical extension of its community antenna television system
3 to a person's premises within those 7 or 30 days, and (iv)
4 the franchisee can obtain access to the requester's premises.
5 If the franchisee fails within the required 7 or 30 days to
6 provide the requested service, then the franchisee, upon
7 request, shall within 30 days refund any and all deposits or
8 advance payments made by the requester. The franchisee shall
9 maintain a record of all installation requests that detail
10 when and what action was taken.

11 If the franchisee or an agent of the franchisee provides
12 program guides to the franchisee's subscribers, the guides
13 must list, at a minimum, all non-must carry channels carried
14 on the franchisee's community antenna television system and
15 must, to the extent reasonable as determined by the
16 franchisee, list all programs carried on all non-must carry
17 channels.

18 Each employee of the franchisee when entering private
19 property or working on public ways must wear an employee
20 identification card issued by the franchisee bearing the name
21 and a photograph of the employee.

22 The franchisee may not discriminate against any person in
23 the solicitation or provision of any service or equipment on
24 the basis of age, sex, race, color, creed, ethnic origin,
25 sexual orientation, marital status, or physical or mental
26 impairment.

27 (c) In addition to any other remedies provided for in
28 this Section or otherwise available by law, the franchising
29 authority may impose monetary penalties if a franchisee
30 violates any provision of this Section, a franchise
31 agreement, or any lawfully adopted rule or regulation. In
32 appropriate circumstances, the franchising authority may
33 precede the issuance of a notice of violation with a
34 reasonable opportunity for the franchisee to cure the

1 violation. The amounts of any penalties shall be specified in
2 the franchise agreement and shall be based on the following
3 principles: (1) penalties must exceed the financial benefits
4 to a franchisee delaying or failing to comply with the
5 applicable requirement; (2) even where those benefits are not
6 easily discernible, the penalties must be sufficient to have
7 a significant deterrent effect on a franchisee; and (3) the
8 penalties must be sufficient to protect the municipality and
9 other affected parties against loss of revenues resulting
10 from violations.

11 A franchise agreement shall also provide for fines,
12 liquidated damages, and other monetary sanctions, the amounts
13 of which shall also reflect the foregoing principles.

14 Any person or organization adversely affected by a
15 violation, or by a pattern and practice of violations, shall
16 have the right to sue a franchisee in a court of competent
17 jurisdiction for damages and for injunctive and other relief
18 to require compliance with this Section or with the franchise
19 agreement. Organizations shall be entitled to sue on behalf
20 of themselves or their members.

21 The remedies provided by this Section shall be in
22 addition to any remedies provided by law.

23 Except in emergency situations in which immediate relief
24 is required, private litigants shall notify the franchising
25 authority not less than 10 days prior to filing suit. A suit
26 by the franchising authority, however, shall not preempt the
27 private litigant's right to proceed.

28 It shall be unlawful for any person to attach or affix or
29 to cause to be attached or affixed any equipment or device
30 that allows access to or use of the community antenna
31 television system without payment to the franchisee.

32 Any person who violates any provisions of this Section
33 shall be subject to a fine not to exceed \$750 for each
34 offense. The fine shall be paid to the franchising authority.

1 Each day that the violation continues constitutes a separate
2 offense, and a separate offense shall be deemed to be
3 committed as to each affected customer. In addition, a
4 franchisee shall be subject to the schedule of credits to
5 customers set forth in subsection (d) of this Section.

6 (d) If the franchisee fails to complete standard
7 installations and extensions of service requested by a
8 customer within 7 business days after the order has been
9 placed, then the franchisee must give the customer free
10 installation or, if the installation fee has been waived for
11 promotional reasons, then one month's basic service for free
12 or, for a service violation, a \$15 credit.

13 If the franchisee fails to provide customers seeking
14 non-standard installations with a total installation cost
15 estimate and an estimated date of completion, then the
16 franchisee must give the customer free installation or, if
17 the installation fee has been waived for promotional reasons,
18 then one month's basic service.

19 If a franchisee fails to bury all underground cable drops
20 on residential property at least 12 inches deep or if the
21 franchisee fails to complete the work in no more than 3
22 calendar weeks from the installation, then the franchisee
23 must give all affected residents a \$10 credit.

24 If a franchisee fails to provide to customers wanting
25 installation of service within a 3-hour time block between 9
26 a.m. and 5 p.m. 6 days a week, then the franchisee must give
27 the customer a \$25 credit.

28 If a franchisee cancels an appointment with a customer
29 after 5:00 p.m. on the day before the scheduled appointment,
30 then the franchisee must give the customer \$25 credit or the
31 guarantee offered by the franchisee, whichever is greater.

32 If the franchisee cannot keep an appointment for any
33 reason and fails to contact the customer before the end of
34 the scheduled appointment and reschedule at the convenience

1 of the customer, then the franchisee must give the customer a
2 \$25 credit or the guarantee offered by the franchisee,
3 whichever is greater.

4 If a franchisee fails to make repairs promptly or if it
5 interrupts service other than for good cause, during periods
6 of minimum use of the system, and for no more than 24 hours,
7 except where unavoidable, then the franchisee must give one
8 day's free service for each day that there is a service
9 interruption to each customer in the affected area.

10 If a franchisee fails to provide clear television
11 reception that meets or exceeds FCC technical standards, then
12 the franchisee must give each affected customer one day's
13 free service for each day that reception falls below FCC
14 standards.

15 If a customer informs the franchisee that he or she is
16 experiencing poor video or audio reception due to franchisee
17 equipment and the franchisee fails to correct the problem
18 before the next day, unless otherwise agreed to with the
19 customer, then the franchisee must give the customer one
20 day's free service for each day that the problem remains
21 uncorrected.

22 If a franchisee's customer service representatives are
23 unable to provide credit, waive fees, schedule appointments,
24 and change billing cycles or if any difficulties that cannot
25 be resolved by the customer service representatives are not
26 referred to a supervisor within 24 hours, then the franchisee
27 must give the customer a \$10 credit. If the supervisor fails
28 to make his or her best efforts to contact the customer
29 within 4 hours and resolve the problem within 48 hours or
30 within such other time frame that is acceptable to the
31 customer and franchisee, then the franchisee must give the
32 customer a \$10 credit.

33 If the franchisee fails to provide customers with a clear
34 and concise monthly bill or if the franchisee fails to

1 respond to a customer's billing inquiry made by telephone or
2 e-mail within 48 hours of receipt of the inquiry or to a
3 written billing inquiry within 2 weeks of receipt of the
4 inquiry, then the franchisee must give the customer a \$10
5 credit.

6 If a franchisee fails to allow 30 days after the date a
7 subscriber bill is sent before imposing an administrative fee
8 or if the fee exceeds \$1.50 per bill, then the franchisee
9 must give the customer a \$10 credit.

10 If a franchisee continues to bill for services after the
11 day that a customer requests disconnection of any or all
12 services or if the franchisee fails to issue a credit or
13 refund within 15 business days after the close of the
14 customer's billing cycle following the return of the
15 equipment and request for disconnection, then the franchisee
16 must give the customer a \$10 credit or a \$10 refund if the
17 customer's account has closed.

18 If, within 10 days after the termination of service for
19 any reason, a franchisee fails to repay any deposit with a
20 statement showing accrued interest, which must accrue at a
21 fair market rate, to the customer, then the franchisee must
22 give the customer a \$10 credit or a \$10 refund if the
23 customer's account has closed.

24 If a franchisee fails to replace any trees or shrubs
25 damaged during any installation or repair, then the
26 franchisee must give the customer a \$25 credit plus the costs
27 of any repairs or replacement.

28 If a franchisee fails to restore any damaged property to
29 the same condition it was before damage occurred then the
30 franchisee must give the customer a \$25 credit plus the costs
31 of any repairs or replacement.

32 If a franchisee enters onto a premises without permission
33 or fails to give notice to property owners before entering
34 upon their premises or, in the event of an emergency, fails

1 to attempt to contact the property owner or legal tenant in
2 person and, if personal contact cannot be made, fails to
3 leave a door hanger notice, then the franchise must give the
4 customer a \$15 credit plus the costs of any additional
5 repairs or reimbursement.

6 If any franchisee personnel fail to clean up debris
7 caused by the franchisee's activities at a work site or fails
8 to properly dispose of cable materials, then the franchisee
9 must give the customer a \$15 credit plus the costs of any
10 cleanup and disposal of debris.

11 If a franchisee fails to deliver and pick up converters
12 at the home of customers with disabilities or, in the case of
13 a malfunctioning converter, the technician fails to provide
14 another converter, hook it up, ensure that it is working
15 properly, and return the defective converter to the
16 franchisee, then the franchisee must give the customer a \$25
17 credit.

18 If a franchisee fails to provide TDD/TYY service through
19 trained operators who can provide any assistance regularly
20 available from a customer service representative at no
21 charge, then the franchisee must give the customer a \$25
22 credit.

23 If a franchisee fails to install, at no charge, any
24 closed captioning device purchased by a hearing impaired
25 customer, then the franchisee must give the customer a \$25
26 credit.

27 If a franchisee fails to provide free use of a converter
28 remote control unit to a mobility-impaired customer, then the
29 franchisee must give the customer a \$25 credit and provide a
30 remote control unit.

31 If a franchisee fails to provide, upon installation and
32 upon a customer's request, information concerning: (1) the
33 products and services offered; (2) the complete range of
34 service options and prices; (3) the customer service

1 standards; (4) instruction on use of cable TV, interactive
2 TV, remote and standard VCR hookups; (5) billing, collection,
3 and disconnect policies; (6) customer privacy requirements;
4 (7) complaint procedures, containing the contact information
5 of the designated agency of the franchising authority to
6 which the complaints should be addressed; (8) the use and
7 availability of A/B switch; (9) the use and availability of
8 parental control or lock-out devices; (10) special services
9 for customers with visual, hearing or mobility disabilities;
10 (11) the days, times of operation, and locations of the
11 service centers; and (12) a copy of any applicable municipal
12 ordinances, then the franchisee must give the customer a \$10
13 credit.

14 If a franchisee fails to provide customers and the
15 franchising authority with written notification of any change
16 in rates, programming, or channels at least 30 days before
17 the date of the change, then the franchisee must give each
18 affected customer a \$10 credit.

19 If any officer, agent, or employee of the franchisee or
20 any of its contractors and subcontractors in personal contact
21 with any customer fail to have a visible identification card
22 with their name and photograph or fail to orally identify
23 themselves upon first contact with the customer, then the
24 franchisee must give the customer a \$10 credit.

25 If any customer service representative of the franchisee
26 fails to identify himself or herself orally to customers
27 immediately following the greeting during each telephone
28 contact with the public, then the franchisee must give the
29 customer a \$10 credit.

30 If any customer service representative, technician, or
31 employee of the franchisee in each contact with a customer
32 fails to orally state the estimated cost of any service,
33 repair, or installation prior to delivery of the service or
34 before any work is performed or fails to provide the customer

1 with an oral statement of the total charges before
2 terminating the telephone call or before leaving the location
3 at which the work was performed, then the franchisee must
4 give the customer a \$10 credit.

5 If a franchisee violates the privacy of a customer under
6 any federal, State, or local law, then the franchisee must
7 give the customer the choice of either a check in the amount
8 of \$150 or a credit to customer account in the same amount.

9 If a franchisee receives notice that an unsafe condition
10 exists with respect to its equipment and the franchisee fails
11 to investigate the condition immediately or fails to take the
12 measures necessary to remove or eliminate any unsafe
13 condition, then the franchisee must pay the franchising
14 authority \$40 a day for each 24-hour delay in responding to
15 the customer safety concerns.

16 If a franchisee fails to guarantee customer satisfaction
17 to every customer who requests new or upgraded cable service
18 or other service of receiving the service and receive a pro
19 rata credit in an amount equal to the pro rata charge for the
20 remaining days of service being disconnected if the customer
21 is dissatisfied with the service, except where a free
22 promotion has been offered, then there shall be no charge of
23 any kind for the service or for disconnection of the service.
24 The customer shall have the opportunity to cancel upgraded
25 cable service or other service within 30 days.

26 (e) Within 60 days after the effective date of this
27 amendatory Act of the 93rd General Assembly, all franchisees
28 shall mail to each customer a summary of the customer
29 protections set forth in this Section, at no charge to the
30 customer. The summary shall include the full text of this
31 Section and be in a form acceptable to the franchising
32 authority.

33 (f) The provisions of this Section shall supersede any
34 contradictory or inconsistent provision of State or local law

1 or any initial or renewal franchise agreement.

2 (g) A home rule unit may not regulate community antenna
3 television systems in a manner inconsistent with the
4 provisions of this Act. This Section is a limitation under
5 subsection (i) of Section 6 of Article VII of the Illinois
6 Constitution of the concurrent exercise by home rule units of
7 powers and functions exercised by the State.

8 Section 10. The Illinois Municipal Code is amended by
9 adding Section 11-42-11.2 as follows:

10 (65 ILCS 5/11-42-11.2 new)

11 Sec. 11-42-11.2. Community antenna television systems;
12 consumer protection.

13 (a) Definitions. For purposes of this Section:

14 "Normal business hours" means those hours during which
15 most similar businesses in the community are open to serve
16 customers. In all cases, "normal business hours" must include
17 some evening hours at least one night per week and some
18 weekend hours.

19 "Normal operating conditions" means those service
20 conditions that are within the control of the franchisee.
21 Those conditions that are not within the control of the
22 franchisee include, but are not limited to, natural
23 disasters, civil disturbances, power outages, telephone
24 network outages, and severe or unusual weather conditions.
25 Those conditions that are ordinarily within the control of
26 the franchisee include, but are not limited to, special
27 promotions, pay-per-view events, rate increases, regular peak
28 or seasonal demand periods, and maintenance or upgrade of the
29 cable system.

30 "Outage" means a service interruption that simultaneously
31 affects 500 or more subscribers.

32 "Service interruption" or "interruption" means the loss

1 of picture or sound on one or more community antenna
2 television channels. "Service interruption" does not include
3 interruptions deliberately caused by the franchisee for
4 purposes of system maintenance, repair, or testing, if the
5 deliberate interruptions occur between the hours of 1 a.m.
6 and 7 a.m. and do not exceed 10 minutes in duration.

7 (b) Not less than 60 days prior to commencement of
8 service to its first subscriber or within 60 days after the
9 effective date of this amendatory Act of the 93rd General
10 Assembly, whichever first occurs, a franchisee must submit to
11 the franchising authority a detailed customer services plan.
12 The plan must, without limitation, demonstrate that the
13 facilities, personnel, repair, complaint and adjustment
14 procedures, telephone, and other information systems of the
15 franchisee are sufficient to ensure timely, efficient, and
16 effective services to customers. The franchisee's customer
17 services plan must be consistent with the highest standards
18 of the community antenna television industry and the
19 requirements set forth in this Section. A franchisee must
20 update the plan as necessary to keep it accurate and
21 complete.

22 A franchisee shall establish and maintain such business
23 offices and customer service and call centers and provide
24 personnel, telephone service, and other equipment, as
25 necessary, to ensure the timely, efficient, and effective
26 service to customers. Personnel required under this Section
27 must include one person designated by the franchisee to act
28 as a liaison between the franchisee and the franchising
29 authority regarding customer service issues. All customer
30 service and call centers of the franchisee shall have a
31 locally listed, toll-free, or collect telephone number with
32 an access line available to subscribers 24 hours a day, 7
33 days a week. Trained company representatives must be
34 available to respond to customer telephone inquiries 24 hours

1 a day, 7 days a week. All of the franchisee's customer
2 service and call center and bill payment locations that serve
3 customers located in the franchising authority must be open
4 at least during normal business hours and be located within
5 the franchising authority. The franchisee's business offices
6 shall be open, at a minimum, from 9 a.m. to 5 p.m. for 6 days
7 a week.

8 Upon a showing of changed circumstances or for other good
9 cause shown, the franchising authority may permit a reduction
10 in the franchisee's business office hours, and this
11 permission may not be unreasonably withheld. Additionally, at
12 various times during the day, the franchisee must cablecast
13 the address, telephone number, and office hours of its
14 business offices, customer service and call centers, and bill
15 payment locations on a local origination channel received by
16 all subscribers.

17 Under normal operating conditions, telephone answer time
18 by a customer representative, including wait time, shall not
19 exceed 30 seconds after the connection is made. If the call
20 must be transferred, transfer time may not exceed 30 seconds.
21 These standards must be met no less than 90% of the time
22 under normal operating conditions, measured on a quarterly
23 basis. The franchisee shall not be required to acquire
24 equipment or perform surveys to measure compliance with these
25 telephone answering standards unless the franchising
26 authority determines that a sufficient record of complaints
27 indicates a clear failure to comply. Under normal operating
28 conditions, the customer shall receive a busy signal less
29 than 3% of the time.

30 Under normal operating conditions, standard installations
31 must be performed within 7 business days after an order has
32 been placed. "Standard" installations are those that are
33 located within 125 feet from the existing distribution
34 system.

1 Under normal operating conditions, the appointment
2 alternatives for installations, service calls, and other
3 installation activities shall be either a specific time or,
4 at maximum, a three-hour time block between the hours of 9
5 a.m. and 5 p.m. 6 days a week.

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7 installation activities outside of these days and hours for
8 the express convenience of the customer. The franchisee may
9 not cancel an appointment with a customer after the close of
10 business on the business day prior to the scheduled
11 appointment. If a franchisee representative is unable to keep
12 the appointment as scheduled, the customer must be contacted.
13 The appointment must be rescheduled, as necessary, for the
14 specific day and time requested by the customer. The customer
15 may request that the appointment take place anytime between
16 the hours of 7 a.m. and 8 p.m. on Monday through Saturday.

17 The franchisee shall promptly respond to and resolve all
18 subscriber complaints.

19 The franchisee shall maintain records of subscriber
20 complaints setting forth the date and nature of the complaint
21 and any action taken in response. These records shall be
22 available to the franchising authority during the
23 franchisee's normal business hours and must be retained in
24 the franchisee's files for not less than 3 years. A
25 statistical summary of these records shall be prepared by the
26 franchisee and submitted to the franchising authority on a
27 monthly basis for the life of the franchise. Complaints shall
28 be broken out by the type of service that is the subject of
29 the complaint and by franchise area of the franchising
30 authority.

31 The franchisee shall maintain records of all outages and
32 reported service interruptions. These records must indicate
33 the type of service interrupted, the estimated number of
34 subscribers affected, the date and time of the first

1 notification of the interruption, the date and time that
2 service was restored, the cause of the interruption, and a
3 description of the corrective action taken. Records of
4 reported service interruptions shall identify the reporting
5 persons in a manner consistent with applicable privacy law.
6 These records must be available to the franchising authority
7 during the franchisee's normal business hours and must be
8 retained in the franchisee's files for not less than 3 years.

9 These records must be submitted to the franchising
10 authority on a monthly basis, commencing 12 months after
11 service is provided to the first subscriber. The franchisee
12 shall provide these records in paper documentary form, as
13 well as in any electronic forms and formats as the
14 franchising authority may require. The franchising authority
15 shall provide service interruption information, as
16 appropriate, to federal or State regulatory authorities.

17 Excluding conditions beyond the control of the
18 franchisee, the franchisee must begin working on service
19 interruptions promptly and in no event later than 24 hours
20 after the franchisee becomes aware of the interruption. The
21 franchisee must begin actions to correct other service
22 problems the next business day after notification of the
23 service problem.

24 The franchisee shall provide a credit or, in the case of
25 a customer terminating service, a refund to each customer
26 that is subject to a service interruption caused by
27 conditions that are in the franchisee's control. The credit
28 or refund shall be for the entire day on which the
29 interruption occurs and for each additional day the
30 interruption continues. The credit or refund shall apply to
31 all services interrupted. In the case of an outage, the
32 franchisee shall provide a credit or refund regardless of
33 whether the customer requests a credit or refund or otherwise
34 contacts the franchisee. In the case of a service

1 interruption that is not part of an outage, the franchisee
2 shall provide a credit or refund if the customer requests a
3 credit or refund or otherwise contacts the franchisee about
4 the service interruption. Refund checks must be issued
5 promptly, but no later than either (i) the customer's next
6 billing cycle following resolution of the request or 30 days,
7 whichever is earlier, or (ii) upon the return of the
8 equipment supplied by the franchisee if the service is
9 terminated. Credits for service must be issued no later than
10 the customer's next billing cycle following the determination
11 that a credit is warranted.

12 Prior to commencement of construction in an area, the
13 franchisee shall exercise its best efforts to inform the
14 residents of the area of the nature and timetable for the
15 construction and shall provide the residents with the
16 procedures for filing complaints.

17 At the time the franchisee solicits the residents of an
18 area for subscription of its services and again upon actual
19 installation of service, the franchisee must provide the
20 residents with a simple written explanation of all products
21 and services offered, the options for and prices of the
22 products and services, parental lock-out devices,
23 installation and service maintenance procedures, community
24 antenna television services use instructions, programming
25 channel positions, billing, late fee and complaint
26 procedures, and the privacy rights of the subscriber. The
27 information and materials required by this Section shall also
28 be available in the Spanish language.

29 The franchisee shall fill all reasonable orders for a
30 standard installation of its services within 7 business days
31 and all other reasonable orders within 30 days after the date
32 of the order. An order is reasonable if (i) the services
33 requested are uniformly available on the franchisee's
34 community antenna television system, (ii) the services are

1 requested in a portion of the franchise area where the
2 franchisee's community antenna television system has been
3 constructed and activated, (iii) the franchisee in
4 cooperation with appropriate agencies can accomplish a proper
5 physical extension of its community antenna television system
6 to a person's premises within those 7 or 30 days, and (iv)
7 the franchisee can obtain access to the requester's premises.
8 If the franchisee fails within the required 7 or 30 days to
9 provide the requested service, then the franchisee, upon
10 request, shall within 30 days refund any and all deposits or
11 advance payments made by the requester. The franchisee shall
12 maintain a record of all installation requests that detail
13 when and what action was taken.

14 If the franchisee or an agent of the franchisee provides
15 program guides to the franchisee's subscribers, the guides
16 must list, at a minimum, all non-must carry channels carried
17 on the franchisee's community antenna television system and
18 must, to the extent reasonable as determined by the
19 franchisee, list all programs carried on all non-must carry
20 channels.

21 Each employee of the franchisee when entering private
22 property or working on public ways must wear an employee
23 identification card issued by the franchisee bearing the name
24 and a photograph of the employee.

25 The franchisee may not discriminate against any person in
26 the solicitation or provision of any service or equipment on
27 the basis of age, sex, race, color, creed, ethnic origin,
28 sexual orientation, marital status, or physical or mental
29 impairment.

30 (c) In addition to any other remedies provided for in
31 this Section or otherwise available by law, the franchising
32 authority may impose monetary penalties if a franchisee
33 violates any provision of this Section, a franchise
34 agreement, or any lawfully adopted rule or regulation. In

1 appropriate circumstances, the franchising authority may
2 precede the issuance of a notice of violation with a
3 reasonable opportunity for the franchisee to cure the
4 violation. The amounts of any penalties shall be specified in
5 the franchise agreement and shall be based on the following
6 principles: (1) penalties must exceed the financial benefits
7 to a franchisee delaying or failing to comply with the
8 applicable requirement; (2) even where those benefits are not
9 easily discernible, the penalties must be sufficient to have
10 a significant deterrent effect on a franchisee; and (3) the
11 penalties must be sufficient to protect the municipality and
12 other affected parties against loss of revenues resulting
13 from violations.

14 A franchise agreement shall also provide for fines,
15 liquidated damages, and other monetary sanctions, the amounts
16 of which shall also reflect the foregoing principles.

17 Any person or organization adversely affected by a
18 violation, or by a pattern and practice of violations, shall
19 have the right to sue a franchisee in a court of competent
20 jurisdiction for damages and for injunctive and other relief
21 to require compliance with this Section or with the franchise
22 agreement. Organizations shall be entitled to sue on behalf
23 of themselves or their members.

24 The remedies provided by this Section shall be in
25 addition to any remedies provided by law.

26 Except in emergency situations in which immediate relief
27 is required, private litigants shall notify the franchising
28 authority not less than 10 days prior to filing suit. A suit
29 by the franchising authority, however, shall not preempt the
30 private litigant's right to proceed.

31 It shall be unlawful for any person to attach or affix or
32 to cause to be attached or affixed any equipment or device
33 that allows access to or use of the community antenna
34 television system without payment to the franchisee.

1 Any person who violates any provisions of this Section
2 shall be subject to a fine not to exceed \$750 for each
3 offense. The fine shall be paid to the franchising authority.
4 Each day that the violation continues constitutes a separate
5 offense, and a separate offense shall be deemed to be
6 committed as to each affected customer. In addition, a
7 franchisee shall be subject to the schedule of credits to
8 customers set forth in subsection (d) of this Section.

9 (d) If the franchisee fails to complete standard
10 installations and extensions of service requested by a
11 customer within 7 business days after the order has been
12 placed, then the franchisee must give the customer free
13 installation or, if the installation fee has been waived for
14 promotional reasons, then one month's basic service for free
15 or, for a service violation, a \$15 credit.

16 If the franchisee fails to provide customers seeking
17 non-standard installations with a total installation cost
18 estimate and an estimated date of completion, then the
19 franchisee must give the customer free installation or, if
20 the installation fee has been waived for promotional reasons,
21 then one month's basic service.

22 If a franchisee fails to bury all underground cable drops
23 on residential property at least 12 inches deep or if the
24 franchisee fails to complete the work in no more than 3
25 calendar weeks from the installation, then the franchisee
26 must give all affected residents a \$10 credit.

27 If a franchisee fails to provide to customers wanting
28 installation of service within a 3-hour time block between 9
29 a.m. and 5 p.m. 6 days a week, then the franchisee must give
30 the customer a \$25 credit.

31 If a franchisee cancels an appointment with a customer
32 after 5:00 p.m. on the day before the scheduled appointment,
33 then the franchisee must give the customer \$25 credit or the
34 guarantee offered by the franchisee, whichever is greater.

1 If the franchisee cannot keep an appointment for any
2 reason and fails to contact the customer before the end of
3 the scheduled appointment and reschedule at the convenience
4 of the customer, then the franchisee must give the customer a
5 \$25 credit or the guarantee offered by the franchisee,
6 whichever is greater.

7 If a franchisee fails to make repairs promptly or if it
8 interrupts service other than for good cause, during periods
9 of minimum use of the system, and for no more than 24 hours,
10 except where unavoidable, then the franchisee must give one
11 day's free service for each day that there is a service
12 interruption to each customer in the affected area.

13 If a franchisee fails to provide clear television
14 reception that meets or exceeds FCC technical standards, then
15 the franchisee must give each affected customer one day's
16 free service for each day that reception falls below FCC
17 standards.

18 If a customer informs the franchisee that he or she is
19 experiencing poor video or audio reception due to franchisee
20 equipment and the franchisee fails to correct the problem
21 before the next day, unless otherwise agreed to with the
22 customer, then the franchisee must give the customer one
23 day's free service for each day that the problem remains
24 uncorrected.

25 If a franchisee's customer service representatives are
26 unable to provide credit, waive fees, schedule appointments,
27 and change billing cycles or if any difficulties that cannot
28 be resolved by the customer service representatives are not
29 referred to a supervisor within 24 hours, then the franchisee
30 must give the customer a \$10 credit. If the supervisor fails
31 to make his or her best efforts to contact the customer
32 within 4 hours and resolve the problem within 48 hours or
33 within such other time frame that is acceptable to the
34 customer and franchisee, then the franchisee must give the

1 customer a \$10 credit.

2 If the franchisee fails to provide customers with a clear
3 and concise monthly bill or if the franchisee fails to
4 respond to a customer's billing inquiry made by telephone or
5 e-mail within 48 hours of receipt of the inquiry or to a
6 written billing inquiry within 2 weeks of receipt of the
7 inquiry, then the franchisee must give the customer a \$10
8 credit.

9 If a franchisee fails to allow 30 days after the date a
10 subscriber bill is sent before imposing an administrative fee
11 or if the fee exceeds \$1.50 per bill, then the franchisee
12 must give the customer a \$10 credit.

13 If a franchisee continues to bill for services after the
14 day that a customer requests disconnection of any or all
15 services or if the franchisee fails to issue a credit or
16 refund within 15 business days after the close of the
17 customer's billing cycle following the return of the
18 equipment and request for disconnection, then the franchisee
19 must give the customer a \$10 credit or a \$10 refund if the
20 customer's account has closed.

21 If, within 10 days after the termination of service for
22 any reason, a franchisee fails to repay any deposit with a
23 statement showing accrued interest, which must accrue at a
24 fair market rate, to the customer, then the franchisee must
25 give the customer a \$10 credit or a \$10 refund if the
26 customer's account has closed.

27 If a franchisee fails to replace any trees or shrubs
28 damaged during any installation or repair, then the
29 franchisee must give the customer a \$25 credit plus the costs
30 of any repairs or replacement.

31 If a franchisee fails to restore any damaged property to
32 the same condition it was before damage occurred then the
33 franchisee must give the customer a \$25 credit plus the costs
34 of any repairs or replacement.

1 If a franchisee enters onto a premises without permission
2 or fails to give notice to property owners before entering
3 upon their premises or, in the event of an emergency, fails
4 to attempt to contact the property owner or legal tenant in
5 person and, if personal contact cannot be made, fails to
6 leave a door hanger notice, then the franchise must give the
7 customer a \$15 credit plus the costs of any additional
8 repairs or reimbursement.

9 If any franchisee personnel fail to clean up debris
10 caused by the franchisee's activities at a work site or fails
11 to properly dispose of cable materials, then the franchisee
12 must give the customer a \$15 credit plus the costs of any
13 cleanup and disposal of debris.

14 If a franchisee fails to deliver and pick up converters
15 at the home of customers with disabilities or, in the case of
16 a malfunctioning converter, the technician fails to provide
17 another converter, hook it up, ensure that it is working
18 properly, and return the defective converter to the
19 franchisee, then the franchisee must give the customer a \$25
20 credit.

21 If a franchisee fails to provide TDD/TYY service through
22 trained operators who can provide any assistance regularly
23 available from a customer service representative at no
24 charge, then the franchisee must give the customer a \$25
25 credit.

26 If a franchisee fails to install, at no charge, any
27 closed captioning device purchased by a hearing impaired
28 customer, then the franchisee must give the customer a \$25
29 credit.

30 If a franchisee fails to provide free use of a converter
31 remote control unit to a mobility-impaired customer, then the
32 franchisee must give the customer a \$25 credit and provide a
33 remote control unit.

34 If a franchisee fails to provide, upon installation and

1 upon a customer's request, information concerning: (1) the
2 products and services offered; (2) the complete range of
3 service options and prices; (3) the customer service
4 standards; (4) instruction on use of cable TV, interactive
5 TV, remote and standard VCR hookups; (5) billing, collection,
6 and disconnect policies; (6) customer privacy requirements;
7 (7) complaint procedures, containing the contact information
8 of the designated agency of the franchising authority to
9 which the complaints should be addressed; (8) the use and
10 availability of A/B switch; (9) the use and availability of
11 parental control or lock-out devices; (10) special services
12 for customers with visual, hearing or mobility disabilities;
13 (11) the days, times of operation, and locations of the
14 service centers; and (12) a copy of any applicable municipal
15 ordinances, then the franchisee must give the customer a \$10
16 credit.

17 If a franchisee fails to provide customers and the
18 franchising authority with written notification of any change
19 in rates, programming, or channels at least 30 days before
20 the date of the change, then the franchisee must give each
21 affected customer a \$10 credit.

22 If any officer, agent, or employee of the franchisee or
23 any of its contractors and subcontractors in personal contact
24 with any customer fail to have a visible identification card
25 with their name and photograph or fail to orally identify
26 themselves upon first contact with the customer, then the
27 franchisee must give the customer a \$10 credit.

28 If any customer service representative of the franchisee
29 fails to identify himself or herself orally to customers
30 immediately following the greeting during each telephone
31 contact with the public, then the franchisee must give the
32 customer a \$10 credit.

33 If any customer service representative, technician, or
34 employee of the franchisee in each contact with a customer

1 fails to orally state the estimated cost of any service,
2 repair, or installation prior to delivery of the service or
3 before any work is performed or fails to provide the customer
4 with an oral statement of the total charges before
5 terminating the telephone call or before leaving the location
6 at which the work was performed, then the franchisee must
7 give the customer a \$10 credit.

8 If a franchisee violates the privacy of a customer under
9 any federal, State, or local law, then the franchisee must
10 give the customer the choice of either a check in the amount
11 of \$150 or a credit to customer account in the same amount.

12 If a franchisee receives notice that an unsafe condition
13 exists with respect to its equipment and the franchisee fails
14 to investigate the condition immediately or fails to take the
15 measures necessary to remove or eliminate any unsafe
16 condition, then the franchisee must pay the franchising
17 authority \$40 a day for each 24-hour delay in responding to
18 the customer safety concerns.

19 If a franchisee fails to guarantee customer satisfaction
20 to every customer who requests new or upgraded cable service
21 or other service of receiving the service and receive a pro
22 rata credit in an amount equal to the pro rata charge for the
23 remaining days of service being disconnected if the customer
24 is dissatisfied with the service, except where a free
25 promotion has been offered, then there shall be no charge of
26 any kind for the service or for disconnection of the service.
27 The customer shall have the opportunity to cancel upgraded
28 cable service or other service within 30 days.

29 (e) Within 60 days after the effective date of this
30 amendatory Act of the 93rd General Assembly, all franchisees
31 shall mail to each customer a summary of the customer
32 protections set forth in this Section, at no charge to the
33 customer. The summary shall include the full text of this
34 Section and be in a form acceptable to the franchising

1 authority.

2 (f) The provisions of this Section shall supersede any
3 contradictory or inconsistent provision of State or local law
4 or any initial or renewal franchise agreement.

5 (g) A home rule unit may not regulate community antenna
6 television systems in a manner inconsistent with the
7 provisions of this Act. This Section is a limitation under
8 subsection (i) of Section 6 of Article VII of the Illinois
9 Constitution of the concurrent exercise by home rule units of
10 powers and functions exercised by the State.