



**93RD GENERAL ASSEMBLY**  
**State of Illinois**  
**2003 and 2004**  
**HB4380**

Introduced 02/03/04, by William B. Black

**SYNOPSIS AS INTRODUCED:**

55 ILCS 5/5-1096.5 new  
65 ILCS 5/11-42-11.2 new

Amends the Counties Code and the Illinois Municipal Code regarding community antenna television systems. Requires community antenna television systems franchisees to submit to the franchising authority a detailed customer services plan. Requires franchisees to establish and maintain such business offices and customer service and call centers and provide personnel, telephone service, and other equipment, as necessary, to ensure the timely, efficient, and effective service to customers. Provides time limitations for franchisees to respond to telephone calls, installations, and service repairs. Requires franchisees to maintain records of customer complaints, service outages and interruptions, and customer service requests. Requires franchisees to inform customers of its products and services and of any construction in the customer's area. Requires employees of the franchisee to wear identification badges when entering private property or working on the public way. Provides that any person or organization adversely affected by a violation, or by a pattern and practice of violations, shall have the right to sue a franchisee in a court of competent jurisdiction for damages and for injunctive and other relief. Provides that any person who violates any of these provisions shall be subject to a fine not to exceed \$750 for each offense. Provides a schedule of credits to customers for certain actions of the franchisee. Requires franchisees to mail to each customer a summary of the customer protections. Provides that these provisions supersede any contradictory or inconsistent provision of State or local law or any initial or renewal franchise agreement. Preempts home rule powers.

LRB093 16279 BDD 41917 b

HOME RULE NOTE  
ACT MAY APPLY

**A BILL FOR**

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 Section  
5 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 most  
11 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 weekend  
14 hours.

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

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

27 "Service interruption" or "interruption" means the loss of  
28 picture or sound on one or more community antenna television  
29 channels. "Service interruption" does not include  
30 interruptions deliberately caused by the franchisee for  
31 purposes of system maintenance, repair, or testing, if the  
32 deliberate interruptions occur between the hours of 1 a.m. and

1 7 a.m. and do not exceed 10 minutes in duration.

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

16 A franchisee shall establish and maintain such business  
17 offices and customer service and call centers and provide  
18 personnel, telephone service, and other equipment, as  
19 necessary, to ensure the timely, efficient, and effective  
20 service to customers. Personnel required under this Section  
21 must include one person designated by the franchisee to act as  
22 a liaison between the franchisee and the franchising authority  
23 regarding customer service issues. All customer service and  
24 call centers of the franchisee shall have a locally listed,  
25 toll-free, or collect telephone number with an access line  
26 available to subscribers 24 hours a day, 7 days a week. Trained  
27 company representatives must be available to respond to  
28 customer telephone inquiries 24 hours a day, 7 days a week. All  
29 of the franchisee's customer service and call center and bill  
30 payment locations that serve customers located in the  
31 franchising authority must be open at least during normal  
32 business hours and be located within the franchising authority.  
33 The franchisee's business offices shall be open, at a minimum,  
34 from 9 a.m. to 5 p.m. for 6 days a week.

35 Upon a showing of changed circumstances or for other good  
36 cause shown, the franchising authority may permit a reduction

1 in the franchisee's business office hours, and this permission  
2 may not be unreasonably withheld. Additionally, at various  
3 times during the day, the franchisee must cablecast the  
4 address, telephone number, and office hours of its business  
5 offices, customer service and call centers, and bill payment  
6 locations on a local origination channel received by all  
7 subscribers.

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

20 Under normal operating conditions, standard installations  
21 must be performed within 7 business days after an order has  
22 been placed. "Standard" installations are those that are  
23 located within 125 feet from the existing distribution system.

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

29 The franchisee may schedule service calls and other  
30 installation activities outside of these days and hours for the  
31 express convenience of the customer. The franchisee may not  
32 cancel an appointment with a customer after the close of  
33 business on the business day prior to the scheduled  
34 appointment. If a franchisee representative is unable to keep  
35 the appointment as scheduled, the customer must be contacted.  
36 The appointment must be rescheduled, as necessary, for the

1 specific day and time requested by the customer. The customer  
2 may request that the appointment take place anytime between the  
3 hours of 7 a.m. and 8 p.m. on Monday through Saturday.

4 The franchisee shall promptly respond to and resolve all  
5 subscriber complaints.

6 The franchisee shall maintain records of subscriber  
7 complaints setting forth the date and nature of the complaint  
8 and any action taken in response. These records shall be  
9 available to the franchising authority during the franchisee's  
10 normal business hours and must be retained in the franchisee's  
11 files for not less than 3 years. A statistical summary of these  
12 records shall be prepared by the franchisee and submitted to  
13 the franchising authority on a monthly basis for the life of  
14 the franchise. Complaints shall be broken out by the type of  
15 service that is the subject of the complaint and by franchise  
16 area of the franchising authority.

17 The franchisee shall maintain records of all outages and  
18 reported service interruptions. These records must indicate  
19 the type of service interrupted, the estimated number of  
20 subscribers affected, the date and time of the first  
21 notification of the interruption, the date and time that  
22 service was restored, the cause of the interruption, and a  
23 description of the corrective action taken. Records of reported  
24 service interruptions shall identify the reporting persons in a  
25 manner consistent with applicable privacy law. These records  
26 must be available to the franchising authority during the  
27 franchisee's normal business hours and must be retained in the  
28 franchisee's files for not less than 3 years.

29 These records must be submitted to the franchising  
30 authority on a monthly basis, commencing 12 months after  
31 service is provided to the first subscriber. The franchisee  
32 shall provide these records in paper documentary form, as well  
33 as in any electronic forms and formats as the franchising  
34 authority may require. The franchising authority shall provide  
35 service interruption information, as appropriate, to federal  
36 or State regulatory authorities.

1       Excluding conditions beyond the control of the franchisee,  
2       the franchisee must begin working on service interruptions  
3       promptly and in no event later than 24 hours after the  
4       franchisee becomes aware of the interruption. The franchisee  
5       must begin actions to correct other service problems the next  
6       business day after notification of the service problem.

7       The franchisee shall provide a credit or, in the case of a  
8       customer terminating service, a refund to each customer that is  
9       subject to a service interruption caused by conditions that are  
10      in the franchisee's control. The credit or refund shall be for  
11      the entire day on which the interruption occurs and for each  
12      additional day the interruption continues. The credit or refund  
13      shall apply to all services interrupted. In the case of an  
14      outage, the franchisee shall provide a credit or refund  
15      regardless of whether the customer requests a credit or refund  
16      or otherwise contacts the franchisee. In the case of a service  
17      interruption that is not part of an outage, the franchisee  
18      shall provide a credit or refund if the customer requests a  
19      credit or refund or otherwise contacts the franchisee about the  
20      service interruption. Refund checks must be issued promptly,  
21      but no later than either (i) the customer's next billing cycle  
22      following resolution of the request or 30 days, whichever is  
23      earlier, or (ii) upon the return of the equipment supplied by  
24      the franchisee if the service is terminated. Credits for  
25      service must be issued no later than the customer's next  
26      billing cycle following the determination that a credit is  
27      warranted.

28      Prior to commencement of construction in an area, the  
29      franchisee shall exercise its best efforts to inform the  
30      residents of the area of the nature and timetable for the  
31      construction and shall provide the residents with the  
32      procedures for filing complaints.

33      At the time the franchisee solicits the residents of an  
34      area for subscription of its services and again upon actual  
35      installation of service, the franchisee must provide the  
36      residents with a simple written explanation of all products and

1 services offered, the options for and prices of the products  
2 and services, parental lock-out devices, installation and  
3 service maintenance procedures, community antenna television  
4 services use instructions, programming channel positions,  
5 billing, late fee and complaint procedures, and the privacy  
6 rights of the subscriber. The information and materials  
7 required by this Section shall also be available in the Spanish  
8 language.

9 The franchisee shall fill all reasonable orders for a  
10 standard installation of its services within 7 business days  
11 and all other reasonable orders within 30 days after the date  
12 of the order. An order is reasonable if (i) the services  
13 requested are uniformly available on the franchisee's  
14 community antenna television system, (ii) the services are  
15 requested in a portion of the franchise area where the  
16 franchisee's community antenna television system has been  
17 constructed and activated, (iii) the franchisee in cooperation  
18 with appropriate agencies can accomplish a proper physical  
19 extension of its community antenna television system to a  
20 person's premises within those 7 or 30 days, and (iv) the  
21 franchisee can obtain access to the requester's premises. If  
22 the franchisee fails within the required 7 or 30 days to  
23 provide the requested service, then the franchisee, upon  
24 request, shall within 30 days refund any and all deposits or  
25 advance payments made by the requester. The franchisee shall  
26 maintain a record of all installation requests that detail when  
27 and what action was taken.

28 If the franchisee or an agent of the franchisee provides  
29 program guides to the franchisee's subscribers, the guides must  
30 list, at a minimum, all non-must carry channels carried on the  
31 franchisee's community antenna television system and must, to  
32 the extent reasonable as determined by the franchisee, list all  
33 programs carried on all non-must carry channels.

34 Each employee of the franchisee when entering private  
35 property or working on public ways must wear an employee  
36 identification card issued by the franchisee bearing the name

1 and a photograph of the employee.

2 The franchisee may not discriminate against any person in  
3 the solicitation or provision of any service or equipment on  
4 the basis of age, sex, race, color, creed, ethnic origin,  
5 sexual orientation, marital status, or physical or mental  
6 impairment.

7 (c) In addition to any other remedies provided for in this  
8 Section or otherwise available by law, the franchising  
9 authority may impose monetary penalties if a franchisee  
10 violates any provision of this Section, a franchise agreement,  
11 or any lawfully adopted rule or regulation. In appropriate  
12 circumstances, the franchising authority may precede the  
13 issuance of a notice of violation with a reasonable opportunity  
14 for the franchisee to cure the violation. The amounts of any  
15 penalties shall be specified in the franchise agreement and  
16 shall be based on the following principles: (1) penalties must  
17 exceed the financial benefits to a franchisee delaying or  
18 failing to comply with the applicable requirement; (2) even  
19 where those benefits are not easily discernible, the penalties  
20 must be sufficient to have a significant deterrent effect on a  
21 franchisee; and (3) the penalties must be sufficient to protect  
22 the municipality and other affected parties against loss of  
23 revenues resulting from violations.

24 A franchise agreement shall also provide for fines,  
25 liquidated damages, and other monetary sanctions, the amounts  
26 of which shall also reflect the foregoing principles.

27 Any person or organization adversely affected by a  
28 violation, or by a pattern and practice of violations, shall  
29 have the right to sue a franchisee in a court of competent  
30 jurisdiction for damages and for injunctive and other relief to  
31 require compliance with this Section or with the franchise  
32 agreement. Organizations shall be entitled to sue on behalf of  
33 themselves or their members.

34 The remedies provided by this Section shall be in addition  
35 to any remedies provided by law.

36 Except in emergency situations in which immediate relief is



1 required, private litigants shall notify the franchising  
2 authority not less than 10 days prior to filing suit. A suit by  
3 the franchising authority, however, shall not preempt the  
4 private litigant's right to proceed.

5 It shall be unlawful for any person to attach or affix or  
6 to cause to be attached or affixed any equipment or device that  
7 allows access to or use of the community antenna television  
8 system without payment to the franchisee.

9 Any person who violates any provisions of this Section  
10 shall be subject to a fine not to exceed \$750 for each offense.  
11 The fine shall be paid to the franchising authority. Each day  
12 that the violation continues constitutes a separate offense,  
13 and a separate offense shall be deemed to be committed as to  
14 each affected customer. In addition, a franchisee shall be  
15 subject to the schedule of credits to customers set forth in  
16 subsection (d) of this Section.

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

24 If the franchisee fails to provide customers seeking  
25 non-standard installations with a total installation cost  
26 estimate and an estimated date of completion, then the  
27 franchisee must give the customer free installation or, if the  
28 installation fee has been waived for promotional reasons, then  
29 one month's basic service.

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

35 If a franchisee fails to provide to customers wanting  
36 installation of service within a 3-hour time block between 9

1 a.m. and 5 p.m. 6 days a week, then the franchisee must give  
2 the customer a \$25 credit.

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

7 If the franchisee cannot keep an appointment for any reason  
8 and fails to contact the customer before the end of the  
9 scheduled appointment and reschedule at the convenience of the  
10 customer, then the franchisee must give the customer a \$25  
11 credit or the guarantee offered by the franchisee, whichever is  
12 greater.

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

19 If a franchisee fails to provide clear television reception  
20 that meets or exceeds FCC technical standards, then the  
21 franchisee must give each affected customer one day's free  
22 service for each day that reception falls below FCC standards.

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

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

1 other time frame that is acceptable to the customer and  
2 franchisee, then the franchisee must give the customer a \$10  
3 credit.

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

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

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

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

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

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

36 If a franchisee enters onto a premises without permission

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

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

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

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

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

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

30 If a franchisee fails to provide, upon installation and  
31 upon a customer's request, information concerning: (1) the  
32 products and services offered; (2) the complete range of  
33 service options and prices; (3) the customer service standards;  
34 (4) instruction on use of cable TV, interactive TV, remote and  
35 standard VCR hookups; (5) billing, collection, and disconnect  
36 policies; (6) customer privacy requirements; (7) complaint

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

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

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

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

26 If any customer service representative, technician, or  
27 employee of the franchisee in each contact with a customer  
28 fails to orally state the estimated cost of any service,  
29 repair, or installation prior to delivery of the service or  
30 before any work is performed or fails to provide the customer  
31 with an oral statement of the total charges before terminating  
32 the telephone call or before leaving the location at which the  
33 work was performed, then the franchisee must give the customer  
34 a \$10 credit.

35 If a franchisee violates the privacy of a customer under  
36 any federal, State, or local law, then the franchisee must give

1 the customer the choice of either a check in the amount of \$150  
2 or a credit to customer account in the same amount.

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

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

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

27 (f) The provisions of this Section shall supersede any  
28 contradictory or inconsistent provision of State or local law  
29 or any initial or renewal franchise agreement.

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

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

3 (65 ILCS 5/11-42-11.2 new)

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

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

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

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

22 "Outage" means a service interruption that simultaneously  
23 affects 500 or more subscribers.

24 "Service interruption" or "interruption" means the loss of  
25 picture or sound on one or more community antenna television  
26 channels. "Service interruption" does not include  
27 interruptions deliberately caused by the franchisee for  
28 purposes of system maintenance, repair, or testing, if the  
29 deliberate interruptions occur between the hours of 1 a.m. and  
30 7 a.m. and do not exceed 10 minutes in duration.

31 (b) Not less than 60 days prior to commencement of service  
32 to its first subscriber or within 60 days after the effective  
33 date of this amendatory Act of the 93rd General Assembly,  
34 whichever first occurs, a franchisee must submit to the  
35 franchising authority a detailed customer services plan. The

1 plan must, without limitation, demonstrate that the  
2 facilities, personnel, repair, complaint and adjustment  
3 procedures, telephone, and other information systems of the  
4 franchisee are sufficient to ensure timely, efficient, and  
5 effective services to customers. The franchisee's customer  
6 services plan must be consistent with the highest standards of  
7 the community antenna television industry and the requirements  
8 set forth in this Section. A franchisee must update the plan as  
9 necessary to keep it accurate and complete.

10 A franchisee shall establish and maintain such business  
11 offices and customer service and call centers and provide  
12 personnel, telephone service, and other equipment, as  
13 necessary, to ensure the timely, efficient, and effective  
14 service to customers. Personnel required under this Section  
15 must include one person designated by the franchisee to act as  
16 a liaison between the franchisee and the franchising authority  
17 regarding customer service issues. All customer service and  
18 call centers of the franchisee shall have a locally listed,  
19 toll-free, or collect telephone number with an access line  
20 available to subscribers 24 hours a day, 7 days a week. Trained  
21 company representatives must be available to respond to  
22 customer telephone inquiries 24 hours a day, 7 days a week. All  
23 of the franchisee's customer service and call center and bill  
24 payment locations that serve customers located in the  
25 franchising authority must be open at least during normal  
26 business hours and be located within the franchising authority.  
27 The franchisee's business offices shall be open, at a minimum,  
28 from 9 a.m. to 5 p.m. for 6 days a week.

29 Upon a showing of changed circumstances or for other good  
30 cause shown, the franchising authority may permit a reduction  
31 in the franchisee's business office hours, and this permission  
32 may not be unreasonably withheld. Additionally, at various  
33 times during the day, the franchisee must cablecast the  
34 address, telephone number, and office hours of its business  
35 offices, customer service and call centers, and bill payment  
36 locations on a local origination channel received by all



1 subscribers.

2 Under normal operating conditions, telephone answer time  
3 by a customer representative, including wait time, shall not  
4 exceed 30 seconds after the connection is made. If the call  
5 must be transferred, transfer time may not exceed 30 seconds.  
6 These standards must be met no less than 90% of the time under  
7 normal operating conditions, measured on a quarterly basis. The  
8 franchisee shall not be required to acquire equipment or  
9 perform surveys to measure compliance with these telephone  
10 answering standards unless the franchising authority  
11 determines that a sufficient record of complaints indicates a  
12 clear failure to comply. Under normal operating conditions, the  
13 customer shall receive a busy signal less than 3% of the time.

14 Under normal operating conditions, standard installations  
15 must be performed within 7 business days after an order has  
16 been placed. "Standard" installations are those that are  
17 located within 125 feet from the existing distribution system.

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

23 The franchisee may schedule service calls and other  
24 installation activities outside of these days and hours for the  
25 express convenience of the customer. The franchisee may not  
26 cancel an appointment with a customer after the close of  
27 business on the business day prior to the scheduled  
28 appointment. If a franchisee representative is unable to keep  
29 the appointment as scheduled, the customer must be contacted.  
30 The appointment must be rescheduled, as necessary, for the  
31 specific day and time requested by the customer. The customer  
32 may request that the appointment take place anytime between the  
33 hours of 7 a.m. and 8 p.m. on Monday through Saturday.

34 The franchisee shall promptly respond to and resolve all  
35 subscriber complaints.

36 The franchisee shall maintain records of subscriber

1 complaints setting forth the date and nature of the complaint  
2 and any action taken in response. These records shall be  
3 available to the franchising authority during the franchisee's  
4 normal business hours and must be retained in the franchisee's  
5 files for not less than 3 years. A statistical summary of these  
6 records shall be prepared by the franchisee and submitted to  
7 the franchising authority on a monthly basis for the life of  
8 the franchise. Complaints shall be broken out by the type of  
9 service that is the subject of the complaint and by franchise  
10 area of the franchising authority.

11 The franchisee shall maintain records of all outages and  
12 reported service interruptions. These records must indicate  
13 the type of service interrupted, the estimated number of  
14 subscribers affected, the date and time of the first  
15 notification of the interruption, the date and time that  
16 service was restored, the cause of the interruption, and a  
17 description of the corrective action taken. Records of reported  
18 service interruptions shall identify the reporting persons in a  
19 manner consistent with applicable privacy law. These records  
20 must be available to the franchising authority during the  
21 franchisee's normal business hours and must be retained in the  
22 franchisee's files for not less than 3 years.

23 These records must be submitted to the franchising  
24 authority on a monthly basis, commencing 12 months after  
25 service is provided to the first subscriber. The franchisee  
26 shall provide these records in paper documentary form, as well  
27 as in any electronic forms and formats as the franchising  
28 authority may require. The franchising authority shall provide  
29 service interruption information, as appropriate, to federal  
30 or State regulatory authorities.

31 Excluding conditions beyond the control of the franchisee,  
32 the franchisee must begin working on service interruptions  
33 promptly and in no event later than 24 hours after the  
34 franchisee becomes aware of the interruption. The franchisee  
35 must begin actions to correct other service problems the next  
36 business day after notification of the service problem.

1       The franchisee shall provide a credit or, in the case of a  
2 customer terminating service, a refund to each customer that is  
3 subject to a service interruption caused by conditions that are  
4 in the franchisee's control. The credit or refund shall be for  
5 the entire day on which the interruption occurs and for each  
6 additional day the interruption continues. The credit or refund  
7 shall apply to all services interrupted. In the case of an  
8 outage, the franchisee shall provide a credit or refund  
9 regardless of whether the customer requests a credit or refund  
10 or otherwise contacts the franchisee. In the case of a service  
11 interruption that is not part of an outage, the franchisee  
12 shall provide a credit or refund if the customer requests a  
13 credit or refund or otherwise contacts the franchisee about the  
14 service interruption. Refund checks must be issued promptly,  
15 but no later than either (i) the customer's next billing cycle  
16 following resolution of the request or 30 days, whichever is  
17 earlier, or (ii) upon the return of the equipment supplied by  
18 the franchisee if the service is terminated. Credits for  
19 service must be issued no later than the customer's next  
20 billing cycle following the determination that a credit is  
21 warranted.

22       Prior to commencement of construction in an area, the  
23 franchisee shall exercise its best efforts to inform the  
24 residents of the area of the nature and timetable for the  
25 construction and shall provide the residents with the  
26 procedures for filing complaints.

27       At the time the franchisee solicits the residents of an  
28 area for subscription of its services and again upon actual  
29 installation of service, the franchisee must provide the  
30 residents with a simple written explanation of all products and  
31 services offered, the options for and prices of the products  
32 and services, parental lock-out devices, installation and  
33 service maintenance procedures, community antenna television  
34 services use instructions, programming channel positions,  
35 billing, late fee and complaint procedures, and the privacy  
36 rights of the subscriber. The information and materials

1 required by this Section shall also be available in the Spanish  
2 language.

3 The franchisee shall fill all reasonable orders for a  
4 standard installation of its services within 7 business days  
5 and all other reasonable orders within 30 days after the date  
6 of the order. An order is reasonable if (i) the services  
7 requested are uniformly available on the franchisee's  
8 community antenna television system, (ii) the services are  
9 requested in a portion of the franchise area where the  
10 franchisee's community antenna television system has been  
11 constructed and activated, (iii) the franchisee in cooperation  
12 with appropriate agencies can accomplish a proper physical  
13 extension of its community antenna television system to a  
14 person's premises within those 7 or 30 days, and (iv) the  
15 franchisee can obtain access to the requester's premises. If  
16 the franchisee fails within the required 7 or 30 days to  
17 provide the requested service, then the franchisee, upon  
18 request, shall within 30 days refund any and all deposits or  
19 advance payments made by the requester. The franchisee shall  
20 maintain a record of all installation requests that detail when  
21 and what action was taken.

22 If the franchisee or an agent of the franchisee provides  
23 program guides to the franchisee's subscribers, the guides must  
24 list, at a minimum, all non-must carry channels carried on the  
25 franchisee's community antenna television system and must, to  
26 the extent reasonable as determined by the franchisee, list all  
27 programs carried on all non-must carry channels.

28 Each employee of the franchisee when entering private  
29 property or working on public ways must wear an employee  
30 identification card issued by the franchisee bearing the name  
31 and a photograph of the employee.

32 The franchisee may not discriminate against any person in  
33 the solicitation or provision of any service or equipment on  
34 the basis of age, sex, race, color, creed, ethnic origin,  
35 sexual orientation, marital status, or physical or mental  
36 impairment.

1       (c) In addition to any other remedies provided for in this  
2 Section or otherwise available by law, the franchising  
3 authority may impose monetary penalties if a franchisee  
4 violates any provision of this Section, a franchise agreement,  
5 or any lawfully adopted rule or regulation. In appropriate  
6 circumstances, the franchising authority may precede the  
7 issuance of a notice of violation with a reasonable opportunity  
8 for the franchisee to cure the violation. The amounts of any  
9 penalties shall be specified in the franchise agreement and  
10 shall be based on the following principles: (1) penalties must  
11 exceed the financial benefits to a franchisee delaying or  
12 failing to comply with the applicable requirement; (2) even  
13 where those benefits are not easily discernible, the penalties  
14 must be sufficient to have a significant deterrent effect on a  
15 franchisee; and (3) the penalties must be sufficient to protect  
16 the municipality and other affected parties against loss of  
17 revenues resulting from violations.

18       A franchise agreement shall also provide for fines,  
19 liquidated damages, and other monetary sanctions, the amounts  
20 of which shall also reflect the foregoing principles.

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

28       The remedies provided by this Section shall be in addition  
29 to any remedies provided by law.

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

35       It shall be unlawful for any person to attach or affix or  
36 to cause to be attached or affixed any equipment or device that

1 allows access to or use of the community antenna television  
2 system without payment to the franchisee.

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

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

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

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

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

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

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

7       If a franchisee fails to make repairs promptly or if it  
8 interrupts service other than for good cause, during periods of  
9 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 reception  
14 that meets or exceeds FCC technical standards, then the  
15 franchisee must give each affected customer one day's free  
16 service for each day that reception falls below FCC standards.

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

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

34       If the franchisee fails to provide customers with a clear  
35 and concise monthly bill or if the franchisee fails to respond  
36 to a customer's billing inquiry made by telephone or e-mail

1 within 48 hours of receipt of the inquiry or to a written  
2 billing inquiry within 2 weeks of receipt of the inquiry, then  
3 the franchisee must give the customer a \$10 credit.

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

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

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

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

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

30 If a franchisee enters onto a premises without permission  
31 or fails to give notice to property owners before entering upon  
32 their premises or, in the event of an emergency, fails to  
33 attempt to contact the property owner or legal tenant in person  
34 and, if personal contact cannot be made, fails to leave a door  
35 hanger notice, then the franchisee must give the customer a \$15  
36 credit plus the costs of any additional repairs or



1 reimbursement.

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

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

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

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

20 If a franchisee fails to provide free use of a converter  
21 remote control unit to a mobility-impaired customer, then the  
22 franchisee must give the customer a \$25 credit and provide a  
23 remote control unit.

24 If a franchisee fails to provide, upon installation and  
25 upon a customer's request, information concerning: (1) the  
26 products and services offered; (2) the complete range of  
27 service options and prices; (3) the customer service standards;  
28 (4) instruction on use of cable TV, interactive TV, remote and  
29 standard VCR hookups; (5) billing, collection, and disconnect  
30 policies; (6) customer privacy requirements; (7) complaint  
31 procedures, containing the contact information of the  
32 designated agency of the franchising authority to which the  
33 complaints should be addressed; (8) the use and availability of  
34 A/B switch; (9) the use and availability of parental control or  
35 lock-out devices; (10) special services for customers with  
36 visual, hearing or mobility disabilities; (11) the days, times

1 of operation, and locations of the service centers; and (12) a  
2 copy of any applicable municipal ordinances, then the  
3 franchisee must give the customer a \$10 credit.

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

9 If any officer, agent, or employee of the franchisee or any  
10 of its contractors and subcontractors in personal contact with  
11 any customer fail to have a visible identification card with  
12 their name and photograph or fail to orally identify themselves  
13 upon first contact with the customer, then the franchisee must  
14 give the customer a \$10 credit.

15 If any customer service representative of the franchisee  
16 fails to identify himself or herself orally to customers  
17 immediately following the greeting during each telephone  
18 contact with the public, then the franchisee must give the  
19 customer a \$10 credit.

20 If any customer service representative, technician, or  
21 employee of the franchisee in each contact with a customer  
22 fails to orally state the estimated cost of any service,  
23 repair, or installation prior to delivery of the service or  
24 before any work is performed or fails to provide the customer  
25 with an oral statement of the total charges before terminating  
26 the telephone call or before leaving the location at which the  
27 work was performed, then the franchisee must give the customer  
28 a \$10 credit.

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

33 If a franchisee receives notice that an unsafe condition  
34 exists with respect to its equipment and the franchisee fails  
35 to investigate the condition immediately or fails to take the  
36 measures necessary to remove or eliminate any unsafe condition,

1 then the franchisee must pay the franchising authority \$40 a  
2 day for each 24-hour delay in responding to the customer safety  
3 concerns.

4 If a franchisee fails to guarantee customer satisfaction to  
5 every customer who requests new or upgraded cable service or  
6 other service of receiving the service and receive a pro rata  
7 credit in an amount equal to the pro rata charge for the  
8 remaining days of service being disconnected if the customer is  
9 dissatisfied with the service, except where a free promotion  
10 has been offered, then there shall be no charge of any kind for  
11 the service or for disconnection of the service. The customer  
12 shall have the opportunity to cancel upgraded cable service or  
13 other service within 30 days.

14 (e) Within 60 days after the effective date of this  
15 amendatory Act of the 93rd General Assembly, all franchisees  
16 shall mail to each customer a summary of the customer  
17 protections set forth in this Section, at no charge to the  
18 customer. The summary shall include the full text of this  
19 Section and be in a form acceptable to the franchising  
20 authority.

21 (f) The provisions of this Section shall supersede any  
22 contradictory or inconsistent provision of State or local law  
23 or any initial or renewal franchise agreement.

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