

CHAPTER 25: CABLE TELEVISION FRANCHISE

25.01. Title.

This chapter is entitled "Cable Television Franchise."

25.02. Grant of Franchise.

The purpose of this chapter is to allow the Town to grant to a "Franchise Grantee," its successors and assigns, a nonexclusive license to install, maintain, and operate a cable television system for the distribution of television signals, frequency-modulated radio signals, and any other electronic signals capable of being transmitted over a fiberoptic and/or coaxial cable network and closed circuit television programs for a term not to exceed 15 years, provided that the Franchise Grantee conforms to the conditions, limitations, and requirements of this chapter. This chapter may be amended from time to time by the Town through the enactment of amendments thereto.

25.03. Definitions.

For the purpose of this chapter, the following terms, phrases, words, and their derivations shall have the meaning given herein. When not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number.

A. "Cable." Coaxial and/or fiberoptic cables, wave guides, or other conductors and equipment for providing television or other services by cable or through its facilities as herein contemplated, and including closed-circuit special event programs and educational television.

B. "Franchise." A license to install, maintain, and operate a cable television system for the distribution of television signals, frequency-modulated radio signals, and any other electronic signals.

C. "Franchise Area." The existing corporate territory of the Town.

D. "Grantee." A person or entity to whom or which a Franchise under this chapter is granted by the Town, along with the lawful successors or assigns of such person or entity.

E. "Gross Revenues." Any revenue derived directly or indirectly by the Grantee, its affiliates, subsidiaries, parents, and any persons or entities in which the Grantee has a financial interest of five percent or more, from or in connection with the operation of a Town Cable system, including, but not limited to, basic or extended basic Subscriber service monthly fees, pay Cable fees, installation fees, and reconnection fees. The term does not include any taxes on services

furnished by the Grantee and imposed directly upon any Subscriber or used by the Town, state, or other governmental unit and collected by the Grantee on behalf of said governmental unit.

F. "Normal Business Hours." Those hours during which most similar businesses in the Town are open to serve customers, plus at least one night per week until 8:00 p.m., and at least four hours on the weekend.

G. "Normal Operating Conditions." Those conditions affecting service within the control of the Grantee. Those conditions presumed to be outside Normal Operating Conditions include natural disasters, human-caused disasters and civil disturbances, power or telephone outages, and severe or unusual weather conditions where such condition limits the Grantee's ability to provide service. Those conditions presumed to be within Normal Operating Conditions include special promotions, pay-per-view events, rate increases, regular peak or seasonal demand periods, and maintenance, rebuild, or upgrade of the cable system.

H. "Street." The surface of and space above and below any public street, road, highway, freeway, lane, alley, court, sidewalk, parkway, or drive, now or hereafter existing as such, within the Town.

I. "Subscriber." Any person or entity legally receiving for any purpose the services of the Grantee herein.

25.04. Renewal.

A. To the extent applicable, federal law shall govern the procedures and standards for renewal of any Franchise awarded pursuant to this chapter.

B. To the extent federal law is not applicable, the Town shall, in its sole judgment and discretion, have the right to grant or deny renewal, provided that, at a minimum, the Grantee provides written notice of its intent to seek renewal at least 30 months, but no more than 36 months, prior to the expiration of the applicable Franchise term.

25.05. Termination or Expiration.

A. A Franchise granted under this chapter may be terminated by the Town for just cause, which may include, but not be limited to, a material breach of the provisions of this chapter, a Franchise Agreement issued under this chapter, or other violation of local, state, or federal law. The Town shall not terminate a Franchise without notice to the Grantee, a reasonable opportunity to cure, and a public proceeding offering the Grantee and other interested parties the opportunity to comment.

B. Should the Grantee's Franchise be terminated or expire and there is no judicial or administrative review of the termination or expiration taking place, the Grantee shall begin removal, within 90 days of termination or expiration, of all property owned by the Grantee and placed on a public right-of-way, unless permitted by the Town to abandon said property to the Town or to a purchaser.

C. In the event that a Franchise has been terminated or has expired, the Town shall have options, to the extent then permitted by law, to purchase the tangible assets of the Grantee's Cable television system previously governed by the Franchise at its fair market value, which may be determined by a bona fide offer to purchase the system, to assign such rights to purchase, or to require removal of all of the Grantee's property located within the public ways of the Town, at the Grantee's expense. Such an option must be exercised within one year from the date of the termination or expiration of the Franchise, the entry of a final judgment by a court reviewing the question of the termination or expiration, or the entry of a final order upon appeal of the same, whichever is later.

25.06. Transfer Procedure.

A. All of the rights and privileges, and all the obligations, duties, and liabilities, created by this chapter shall pass to and be binding upon the successors of the Town and the successors and assigns of the Grantee. The Franchise shall not be assigned or transferred by the Grantee without the written approval of the Town hereunder, which approval shall not be unreasonably withheld; provided, however, that this section shall not prevent the assignment or pledge of a Franchise or system by the Grantee as security for debt without such approval; and provided further that transfers or assignments of a Franchise between any parent and subsidiary corporation or between entities of which at least 51 percent of the beneficial ownership is held by the Grantee or any parent corporation shall be permitted without the prior approval of the Town. The sale, transfer or assignment of a material portion of the tangible assets of the Grantee to an unrelated third party shall be considered an assignment subject to the provisions of this section.

B. The parties to the sale or transfer of a Franchise shall make a written request to the Town for its approval of a sale or transfer of the Franchise.

C. The Town shall reply, in writing, within 45 days of the request with a written notification of any information it needs to evaluate the request, unless both parties agree that more time may be granted. Within 30 days of such information being provided, the Town shall indicate approval of the request or its determination that a public hearing is necessary.

D. If a public hearing is deemed necessary pursuant to subsection 25.06.C., above, the Town shall conduct such hearing within 30 days of such determination. Notice of any such hearing shall be given at least 14 days prior to the hearing by publishing notice thereof once in a newspaper of general circulation in the areas being

served by the Franchise. The notice shall contain the date, time, and place of the hearing and shall briefly state the substance of the action to be considered by the Town.

E. Within 60 days after the public hearing, the Town shall approve or deny the sale or transfer request and notify the Grantee, in writing, of its decision.

F. The parties to the sale or transfer of a Franchise only, without the inclusion of a Cable communications system in which at least substantial construction has commenced, shall establish to the Town that the sale or transfer of a Franchise only will be in the public interest.

G. The new holder of a sold or transferred Franchise shall, within 30 days of the sale or transfer, file with the Town a copy of the deed, agreement, or other written instrument evidencing such sale, transfer of ownership or control, or lease, certified and sworn to as correct by the Grantee. The new holder shall within the same period file with the Town any and all required bonds, proofs-of-insurance, and certifications, and accept, in writing, all responsibilities relating to the Cable Franchise and system.

25.07. Franchise Area.

A. The Franchise Area shall be the corporate territory of the Town. The Grantee shall extend Cable service therein to new subdivisions or other land divisions within the Town when either of the two following criteria are met:

(1) When there exists a density of 20 homes per plant mile or portion thereof measured from the nearest existing plant from which service can be reasonably provided; or

(2) When the subdivision or other land divisions is within 300 feet of existing Cable plant and the Grantee has a reasonable opportunity to install Cable facilities at the time other utilities such as electricity and telephone are installed. In this context, the Grantee shall be deemed to have reasonable opportunity when given sufficient notice to acquire the necessary materials for the installation and when the Grantee is not unfairly discriminated against by the developer and/or other utility companies involved, with respect to cost sharing on the project.

B. For residents requesting service which does not meet the criteria set forth in subsections 25.07.A.(1) and 25.07A.(2), above, the Grantee shall reasonably cooperate with such residents in reaching a cost-sharing agreement providing that the Grantee pay the cost of the first 300 feet and 60 percent of the cost of the extension beyond 300 feet, up to a maximum of 600 feet, and the resident pay 40 percent of the cost.

25.08. Subscriber Privacy.

A. No monitoring of any authorized terminal connected to the system shall take place without specific written authorization by the user of the terminal in question on each occasion and written notice to the Town, except as may be required for normal maintenance of the system.

B. The Grantee shall not, except as required by governmental action, provide any data concerning specific Subscribers or users or their use of Subscriber services without first securing written authorization from the Subscribers or users as required in the Cable Communications Policy Act of 1984.

C. Subscribers and users shall retain the right to deactivate their terminals, but shall continue to be responsible for charges until the Grantee is notified to terminate service.

25.09. Technical Performance.

The Cable system shall be operated to comply with or exceed all guidelines and standards set by the FCC for signal quality and leakage. The Town reserves the right to test the system or any part thereof and independently measure the signal quality. The Grantee shall provide reasonable access to its facilities and any assistance necessary for such testing. The system shall comply at all times with the applicable National Electrical Code of the National Fire Protection Association.

25.10. Open Books and Records.

The Grantee shall manage all of its operations in accordance with the policy of totally open books and records vis-a-vis the Town. The authorized officers, Town Board members, or agents of the Town shall have the right to inspect, upon notice, during Normal Business Hours all books, records, maps, plans, financial statements, service complaint logs, performance test results, records of request for service and other like materials of the Grantee that relate to the operation of the Franchise.

25.11. Subscriber Service.

A. The Grantee shall be required to provide a location within the Town open during Normal Business Hours to receive customer payments, and to deliver, exchange, or accept return of Cable equipment.

B. The Grantee shall provide access to a local or toll-free telephone number for programming questions and service requests. The number shall be either staffed or provided with answering capabilities 24 hours a day.

25.12. Description of the System.

A. A Town Cable system shall be at least 450 MHz in bandwidth when newly built, rebuilt, or significantly upgraded.

B. The Grantee shall, upon request of the Town, provide a complete written description of the Cable system in the Town. Such written description shall be updated as substantial changes are made.

25.13. Rates.

A. Rates charged by the Grantee for service hereunder shall be fair and reasonable. Before any service is sold to any customer, the Grantee shall file with the Town Clerk its schedule of rates for installation, monthly service charges, and any other charges related to the operation of the Cable system, together with a statement of the rights and obligations of Subscribers.

B. Subsequent additions or amendments to rates and service charges shall likewise be filed with the Town Clerk at least 30 days before the same become effective.

C. The Town reserves the option to regulate rates for Cable service, should such power be allowed under federal and state law.

25.14. Conditions on Street Occupancy.

A. **Use.** All transmission and distribution structures, lines, and equipment erected by the Grantee within the Town shall be so located as not to cause interference with the proper use of Streets, alleys, and other public ways and places, and not to cause interference with the rights or reasonable convenience of property owners who adjoin any of the Streets, alleys, or other public ways and places.

B. **Restoration.** In case of any disturbance of pavement, sidewalk, driveway, or other surfacing, the Grantee shall first give notice to the Town Board of any contemplated disturbances of pavement, sidewalk, driveway, or other surfacing, and shall, at its own cost and expense and in a manner approved by the Town Board, replace and restore all pavement, sidewalk, driveway, or other surface of any Street or alley disturbed in as good condition as before such work commenced. The Grantee shall otherwise comply with Town ordinances relating to Street openings.

C. **Relocation.** If, at any time during a Franchise, the Town shall elect to alter or change the location or grade of any Street, alley, or other public way, the Grantee shall remove, relay, and relocate its poles, wires, Cables, underground conduits, manholes, and other fixtures at its own expense. The Town shall notify the Grantee of potential Town changes affecting the Grantee's facilities as soon as plans allow, and give the Grantee at least 30 days advance notification for nonemergency

relocations. If any construction by the Grantee is in violation of the provisions of subsection 25.14.A, above, the Grantee will likewise, upon reasonable notice by the Town, remove, relay and relocate its property in such a manner as to remedy such violation at its own expense.

D. **Placement of Fixtures.** The Grantee shall not place poles or other fixtures where the same will interfere with any gas, electric, telephone, or other fixture, water hydrant, or main. All such poles or other fixtures placed in any Street shall be placed between the outer edge of sidewalk and the curb line where such boundaries exist, and those placed in alleys shall be placed close to the line of the lot abutting on such alley in such a manner as not to interfere with the usual travel on the Streets, alleys and public ways. However, nothing in this chapter shall prohibit the use by the Grantee of existing public utility poles where practical, providing mutually satisfactory rental agreements can be entered into with the Grantee.

E. **Underground Service.** The Grantee shall install underground service in areas where electric and telephone services are underground. Unless a greater depth is required, the minimum depth for underground Cable service at the time of initial installation shall be 12 inches.

F. **Temporary Removal of Wire for Building Moving.** The Grantee shall, on the request of any person holding a building moving permit issued by the Town, temporarily raise or lower its wires to permit the moving of buildings. The expense of such temporary raising or lowering of the wires shall be paid by the person requesting the same, and the Grantee may require such payment in advance. The Grantee shall be given notification at the time a building moving permit is issued by the Town, in no case receiving less than five working days advance notice to arrange for such temporary wire changes.

G. **Tree Trimming.** The Grantee, to the same extent that the Town has such authority, may trim trees that overhang Streets, alleys, sidewalks, and public places of the Town so as to prevent the branches of such trees from coming in contact with the wires and Cables of the Grantee. The Grantee must apply to the Town for a no-fee permit before trimming trees.

25.15. Indemnify.

A. **Indemnification.** The Grantee shall defend and save the Town, and its officers, Town Board members, agents, and employees, harmless from all claims, damages, losses, and expenses, including attorney fees, sustained by the Town on account of any suit, judgment, execution, claim, or demand whatsoever arising out of:

- (1) The enactment of this chapter and granting of a Franchise thereunder.

(2) The installation, operation, or maintenance of the Cable system, except for acts of the Town, its agents, or employees, unless said acts are at the request of and under the direction or supervision of the Grantee.

B. **Notification and Filing.** The Grantee shall furnish to the Town, before any Franchise becomes effective, satisfactory evidence, in writing, that the Grantee has in force and will maintain in force during the term of the Franchise public liability insurance. The Town shall notify the Grantee within 10 days after the presentation of any claim or demand, either by suit or otherwise, made against the Town on the part of the Grantee.

C. **Liability Insurance.**

(1) The Grantee shall maintain throughout the term of the permit a general comprehensive liability insurance policy naming as additional insured the Town and its officers, Town Board members, agents, and employees in a company approved by the Town and in a form satisfactory to the Town Attorney. The policy shall protect the Town and its officers, Town Board members, agents, and employees against liability for loss or damage for personal injury, death, or property damage occasioned by the operations of the Grantee under any Franchise granted hereunder, in the amounts of (a) \$1,000,000.00 for bodily injury or death to any one person with the limit however of \$2,000,000.00 for bodily injury or death resulting from any one accident, and (b) \$1,000,000.00 for property damage resulting from any one accident. The Town shall be named as an additional insured under such insurance and a copy of the current in-force policy shall be deposited with the Town Clerk.

(2) On every third year anniversary of the granting of a Cable Franchise, the Town shall have the power to reasonably increase the amount of liability insurance required, and the Grantee shall have 60 days after notification to file proof of such increased coverage.

25.16. Bond, Security Fund, and Remedies.

A. **Bond.** During the construction or substantial rebuild of a Cable system, the Grantee shall file with the Town a performance bond in the amount of \$50,000.00. The bond shall be released when the Grantee certifies to the Town that the construction or substantial rebuild is complete, and the Town accepts such certification as proven.

B. **Security Fund.** At the time a Franchise is accepted, the Grantee shall file with the Town, and maintain through the term of the Franchise, a bond in the amount of \$5,000.00 as a common security fund for the faithful performance by the Grantee of all the provisions of the Franchise. The Town shall be permitted to withdraw funds from the security fund pursuant to subsection 25.16.C., below. The Grantee shall not use the security fund for other purposes and shall not assign, pledge, or otherwise use the security fund as security for any purpose. Within 10 days after notice to it that any

amount has been withdrawn by the Town from the security fund pursuant to this section, the Grantee shall replenish the bond to the required amount.

C. **Failure to Comply.** Any violation by the Grantee, its vendor, lessee, or successor, of the provisions of a Franchise, or any material portion or portions thereof, or the failure promptly to perform any of the provisions thereof shall, after 30 days written notice and opportunity to cure is given to the Grantee, cause the Grantee to be fined up to \$100.00 per day, commencing after said 30-day notice period from the security fund until proper correction is made. The Town also reserves the right to terminate the Franchise and cancel all rights hereunder. The Grantee is not responsible for failure to provide adequate service when that failure is caused by acts of God, strikes, governmental or military action, or other conditions beyond its control, including the unavailability of material or parts.

25.17. Franchise Fee and Financial Reporting.

A. **Franchise Fee Payment.** As compensation in accordance with federal law, the Grantee shall pay to the Town each year an amount equal to five percent of the Grantee's annual Gross Revenues.

B. **Payment Schedule; Estimated Payments; Late Payments.** The Franchise fee shall be paid annually, due no later than April 15 of each year.

C. **Annual Report.** No later than April 15 of each year, the Grantee shall present to the Town a report of system finances for the previous year, which shall include Gross Revenues from all sources and detail of the amount contributed by each revenue component within the Franchise Area. In addition, upon request of the Town, the Grantee shall present to the Town an audited, consolidated financial statement showing operating expenses, net income, and an end-of-year balance sheet.

D. **Acceptance Not Considered Release.** No acceptance of any payment by the Town shall be construed as a release or as an accord and satisfaction of any claim the Town may have for further or additional sums payable as a Franchise fee or for the performance of any other obligation of the Grantee.

25.18. Town Rules.

A. The Town hereby reserves the right to adopt, in addition to the provisions contained in this chapter and existing applicable ordinances, such additional regulations as it shall find necessary in the exercise of its police powers. Such regulations, by ordinance or otherwise, shall be reasonable and not be in substantial conflict with the rights granted in this chapter and not be in conflict with the laws of the state.

B. The Town may, during the term of a Franchise, free of charge where aerial construction exists, maintain upon the poles of the Grantee within the Franchise Area wire and pole fixtures necessary for a police and fire alarm system, such wires and

fixtures to be constructed and maintained to the satisfaction of the Grantee and in accordance with its specifications.

C. The Town may inspect all construction or installation work during such construction or installation, or at any time after completion thereof, in order to ensure compliance with the provisions of this chapter and all other governing ordinances.

25.19. Waiver of Charges.

A. During a Franchise, the Grantee shall provide one free outlet and allow distribution within that building in accordance with FCC rules for basic and expanded basic Cable service to each municipally owned or leased building passed by the Cable system and used substantially for municipal purposes, as well as to any and all schools, whether private or public, within the Franchise Area.

B. The Grantee shall be required to provide two dedicated, noncommercial access channels, including wiring and insertion equipment needed to connect to the Cable system, but not equipment needed to allow the generation or playback of programming.

C. Upon 270 days notice by the Town, the Grantee shall, at the option of the Town, be required to add an additional access channel, including wiring and insertion equipment needed to connect to the Cable system, at a location within the Franchise Area chosen by the Town.

D. The Town shall have sole authority to administer the community access channels unless it chooses to delegate such authority. The Grantee shall not be responsible for the equipment or operating costs for community access channels, except as provided for in a Franchise agreement.

E. The Grantee shall provide the Town with an emergency alert override capacity, capable of securely accepting from a remote location and displaying Town emergency information on all channels. This provision may be waived if federal standards for such emergency alert systems are not yet issued.

25.20. Severability.

Should any word, phrase, clause, sentence, paragraph, or portion of this chapter and or a Franchise hereunder be declared to be invalid by a court of competent jurisdiction, such adjudication shall not affect the validity of this chapter and or the Franchise as a whole, but shall only affect the portion thereof declared to be invalid; and the Town hereby expressly states and declares that it would nonetheless have passed this chapter and/or granted the Franchise had it known that any such word, phrase, clause, sentence, paragraph, or portion of said ordinance and or Franchise were invalid.

25.21. Acceptance by Grantee.

A Franchise granted under this chapter shall be effective upon written acceptance of the Franchise being filed with the Town Clerk. The filing must take place within 30 days of the granting of the Franchise being made by the Town.

25.22. Incorporation of Amendments.

This chapter and a Franchise granted hereunder may be amended to incorporate amendments to the statutes, rules, and regulations of the federal government as they are promulgated by the federal government. Any provision therein in conflict with or preempted by said rules, regulations, or statutes shall be superseded.

25.23. Protection of Nonsubscribers.

The Grantee shall at all times keep its Cables and other appurtenances used for transmitting signals shielded in such a manner that there will be no interference with signals received by radios or televisions not connected to the Grantee's service.

25.24. Grantee Rules.

The Grantee may promulgate such rules, regulations, terms, and conditions governing the conduct of its business as shall be reasonably necessary to enable the Grantee to exercise its rights and perform its obligations under the Franchise and to assure uninterrupted service to all its Subscribers. However, such rules, regulations, terms, and conditions shall not be in conflict with the provisions of this chapter or the laws of the state.

25.25. Waiver of Objections.

By the adoption of this chapter, the Town expressly waives all objections it has or may have to the legal rights of the Grantee to attach its Cables, equipment, and transmission lines to the poles of the Town, pursuant to an agreement.

25.26. Grantee Without Recourse.

A. The Grantee shall have no recourse whatsoever against the Town for any loss, cost, expense, or damage arising out of any provisions or requirements of a Franchise or because of the enforcement thereof by the Town, or for the failure of the Town to have authority to grant all or any part of the Franchise.

B. The Grantee expressly acknowledges that in accepting a Franchise it does so relying on its own investigation and understanding of the power and authority of the Town to grant the Franchise. By accepting a Franchise, the Grantee acknowledges that it has not been induced to enter into the Franchise by any understanding or promise or other statement, whether verbal or written, by or on behalf of the Town or by

any other third person concerning any term or condition of the Franchise not expressed herein.

C. The Grantee further acknowledges by acceptance of the Franchise that it has carefully read the terms and conditions hereof; and is willing to and does accept all the risks of the meeting of such terms and conditions.

25.27. Work Performed by Others.

A. The Grantee shall give prior notice to the Town specifying the names and addresses of any entity, other than the Grantee, that performs substantial services pursuant to the Franchise; provided, however, that all provisions of the Franchise remain the responsibility of the Grantee. All personnel of the Grantee or its subcontractors shall carry and display, if requested, a photo I.D. identifying themselves as representatives of the Grantee when performing services at Subscriber locations in the Town.

B. All provisions of a Franchise shall apply to any subcontractor or others performing any work or services pursuant to the provisions of the Franchise.

25.28. Contest of Validity.

The Grantee agrees, by acceptance of a Franchise, that it will not at any time set up against the Town in a claim for proceeding any condition or term of the Franchise as unreasonable, arbitrary, or void, or that the Town had no power or authority to make such term or condition, but shall be required to accept the validity of the terms and conditions of the Franchise in their entirety.

25.29. Customer Service Standards.

The Grantee shall maintain resources sufficient and near enough to the Franchise Area to provide the necessary facilities, equipment, and personnel to comply with this section and other provisions of this chapter.

A. **Service Standards.** The Grantee shall render efficient service, make repairs promptly, and interrupt service between the hours of 7:00 a.m. and 1:00 a.m. only for good cause and for the shortest possible time. Service may be interrupted between 1:00 a.m. and 7:00 a.m. for routine testing, maintenance, and repair, except on nights commencing on Saturday and Sunday and on holidays. Scheduled or predictable service interruptions, except for weekly routine maintenance, insofar as possible, shall be preceded by notice, which may be provided across the Cable system. The interruptions shall occur during periods of minimum use of the system to the extent practicable. The Grantee shall maintain a written log or an equivalent capable of access and reproduction of all service interruptions and requests for service, which log shall be available for Town inspection during the Franchise period.

B. **Telephone Lines.** The Grantee shall provide local toll-free or collect call telephone access to its Subscribers within the Franchise Area. Any calls should be answered by a customer service representative during Normal Business Hours; calls outside this period may be answered by an automated response mechanism, but such calls should be processed by the Grantee's representative within 12 hours. The Grantee shall provide sufficient phone answering capacity that customer calls are answered on average within 30 seconds 90 percent of the time; and that customers receive a busy signal no more than three percent of the time. Violations of these standards shall be subject to penalties under provisions of Section 25.16, above.

C. **Installation.** The Grantee shall complete requests for Subscriber installations within seven business days of order placement when the installation is within 150 feet of the existing Cable system. Installation requests required to be honored under this chapter beyond the 150-foot standard must be completed within 14 days. If the Grantee fails to meet these standards, the Grantee shall provide the Subscriber with a free month of the requested service. The Grantee may request the Town toll these periods for reasonable circumstances beyond its control.

D. **Repair Standards.** The Grantee shall maintain a repair force capable, under normal operating circumstances, of responding to service interruption and degradation complaints made during Normal Business Hours within four hours. For complaints made outside Normal Business Hours, the Grantee must respond within 16 hours. For the purposes of this subsection, "response" shall mean, at a minimum, contacting the Subscriber by telephone or in person. Where the Grantee misses either of these deadlines, the Grantee must provide the Subscriber with one free month's service. The Grantee may request the Town toll the repair period for reasonable circumstances beyond its control.

E. **Service Call Scheduling.** When the Grantee needs to arrange a service appointment at a Subscriber's location, the Grantee must offer the Subscriber a service window not to exceed four hours in duration. The Grantee may not cancel a service window without the Subscriber's consent. Where the Grantee misses a service window, the Grantee must provide the Subscriber with one free month's service. The Grantee may request the Town toll the service call period for reasonable circumstances beyond its control.

F. **Service Interruptions and Significant Degradation.** When the Grantee has failed to provide a Subscriber with appropriate service due to service outage or significant audio or video degradation not due to the Subscriber's equipment or action, the Subscriber may request a rebate of any fees paid for the affected service(s) under the following schedule, and the Grantee must provide such rebates. For the purposes of this section, the outage or degradation period shall begin when the Subscriber provides notice to the Grantee of the outage or degradation. The Town shall waive or modify the rebate provisions for reasonable circumstances beyond the control of the Grantee. Outages for initial construction, upgrading, and normal maintenance shall be exempt from this section.

(1) For periods at least four hours long but under 24 hours, a rebate of 1/13th of the monthly fee for affected services for each instance.

(2) For periods of at least 24 hours, a rebate of one-tenth of the monthly fee for affected services for each 24-hour period or portion thereof.