

**ASSEMBLY AMENDMENT 2,  
TO SENATE AMENDMENT 1,  
TO 2007 ASSEMBLY BILL 207**

December 11, 2007 – Offered by Representatives HEBL, SMITH, GRONEMUS, VRUWINK,  
KRUSICK, HIXSON and SHERIDAN.

1 At the locations indicated, amend the amendment as follows:

2 **1.** Page 1, line 3: after that line insert:

3 “1m. Page 33, line 19: delete the material beginning with that line and ending  
4 with page 35, line 19, and substitute:

5 “**SECTION 27c.** 100.209 of the statutes is repealed and recreated to read:

6 **100.209 Video service standards; privacy protection. (1) DEFINITIONS.**

7 In this section:

8 (a) “Basic video service” means any video service offering or service tier which  
9 includes the retransmission of local television broadcast signals.

10 (b) “Cable or video provider” means an interim cable operator or a video service  
11 provider.

12 (c) “Interim cable operator” has the meaning given in s. 66.0420 (2) (n).

1 (d) “Municipality” means a city, village, or town.

2 (e) “Normal business hours” means, with respect to a business, those hours  
3 during which most similar businesses in a municipality are open to serve customers.

4 (f) “Normal operating conditions” means, with respect to a video provider, those  
5 service conditions that are within the control of the video programming provider.  
6 “Normal operating conditions” includes special promotions; pay-per-view events;  
7 regular, peak, or seasonal demand periods; and maintenance or upgrade of a service  
8 network. “Normal operating conditions” does not include natural disasters, civil  
9 disturbances, power outages, telephone network outages, or severe or unusual  
10 weather conditions.

11 (g) “Service interruption” means the loss of picture or sound on one or more  
12 video channels.

13 (h) “Service line drop” means the point of connection between a premises and  
14 the facilities of a cable or video provider that enables the premises to receive video  
15 service.

16 (i) “Service tier” means a category of video service for which a separate rate is  
17 charged.

18 (j) “Video programming provider” means a multichannel video programming  
19 distributor, as defined in 47 USC 522 (13), but does not include a landlord whose  
20 provision of video service is limited to providing video service to a single-family home  
21 or other residential dwelling consisting of 4 units or less.

22 (k) “Video franchise area” has the meaning given in s. 66.0420 (2) (w).

23 (L) “Video service” means multiple channels of video programming, as defined  
24 in 47 USC 522 (20).

25 (m) “Video service network” has the meaning given in s. 66.0420 (2) (zb).

1 (n) “Video service provider” has the meaning given in s. 66.0420 (2) (zg).

2 (2) APPLICABILITY. Notwithstanding sub. (1) (j), a video programming provider  
3 that provides video service through a master antenna television, satellite master  
4 antenna television, direct broadcast satellite, or multipoint distribution service is  
5 subject to this section only to the extent permitted by federal law.

6 (3) GENERAL CUSTOMER SERVICE STANDARDS. (a) *In general.* Video programming  
7 providers shall establish general standards related to customer service, including  
8 relating to all of the following:

- 9 1. Installation, disconnection, service, and repair obligations.
- 10 2. Appointment hours and employee identification requirements.
- 11 3. Customer service telephone numbers and hours.
- 12 4. Procedures for billing, charges, deposits, refunds, and credits.
- 13 5. Procedures for termination of service.
- 14 6. Notice of deletion of programming service.
- 15 7. Changes related to transmission of programming.
- 16 8. Changes or increases in rates.
- 17 9. The use and availability of parental control or lock-out devices.
- 18 10. If applicable, the use and availability of an A/B switch.
- 19 11. Complaint and bill dispute resolution procedures.
- 20 12. Rights and remedies available to consumers if the video programming  
21 provider does not materially meet their customer service standards.
- 22 13. Special services for customers with visual, hearing, or mobility disabilities.

23 (b) *Public availability.* A video programming provider shall make available to  
24 the public, and display clearly and conspicuously on its Internet Web site, the video  
25 programming providers’ rates for each level of service, rules, and regulations, and

1 the standards established under par. (a). If a promotional price or a price for a  
2 specified period of time is offered, the programming video provider shall clearly and  
3 conspicuously display the promotional price or price for the specified period of time  
4 together with the price that applies at the end of the promotional period or specified  
5 period of time.

6 (c) *Notice.* A video programming provider shall provide notice concerning its  
7 general customer service standards to all customers. The notice shall be offered  
8 when service is first activated and annually thereafter. The information in the notice  
9 shall include all of the standards established under par. (a) and all of the following:

10 1. A listing of services offered by the video programming provider, which clearly  
11 describes programming for all services and all levels of service.

12 2. The rates for all services and levels of service.

13 3. Telephone numbers through which customers may subscribe to, change, or  
14 terminate service, request customer service, or seek general or billing information.

15 4. Instructions on the use of the video services.

16 5. A description of rights and remedies that the video programming provider  
17 shall make available to their customers if the video programming provider does not  
18 materially meet the general customer service standards described in this paragraph.

19 **(4) GENERAL CUSTOMER SERVICE OBLIGATIONS.** (a) A video programming provider  
20 shall render reasonably efficient service, promptly make repairs, and interrupt  
21 service only as necessary and for good cause, during periods of minimum use of the  
22 system and for no more than 24 hours.

23 (b) All service representatives or any other person who contacts customers or  
24 potential customers on behalf of a video programming provider shall have a visible  
25 identification card with their name and photograph and shall orally identify

1 themselves upon first contact with a customer. Customer service representatives  
2 shall orally identify themselves to callers immediately following the greeting during  
3 each telephone contact with the public.

4 (c) A video programming provider shall do one of the following:

5 1. Maintain a customer service facility that is located within a municipality in  
6 which the video programming provider provides video service and that is staffed by  
7 customer service representatives that have the capacity to accept payment; adjust  
8 bills; respond to repair, installation, reconnection, disconnection, or other service  
9 calls; and distribute or receive converter boxes, remote control units, digital stereo  
10 units, or other equipment related to the provision of video service.

11 2. Provide customers with bill payment facilities through retail, financial, or  
12 other commercial institutions located within the boundaries of a municipality.

13 3. Provide an address, toll-free telephone number, or electronic address to  
14 accept bill payments and correspondence, and provide secure collection boxes that  
15 receive bill payments and returned equipment and that provide a printed receipt  
16 when items are deposited.

17 4. Provide an address, toll-free telephone number, or electronic address to  
18 accept bill payments and correspondence, and provide a method for customers to  
19 return equipment to the video programming provider at no cost to the customer.

20 (5) CUSTOMER CONTACTS. In each contact with a customer, the service  
21 representatives of a video programming provider, or any other person who contacts  
22 customers or potential customers on behalf of the video programming provider, shall  
23 state the estimated cost of the service, repair, or installation orally prior to delivery  
24 of the service or before any work is performed, and shall provide the customer with  
25 an oral statement of the total charges before terminating the telephone call or other

1 contact in which a service is ordered, whether in person or over the Internet, and  
2 shall provide a written statement of the total charges before leaving the location at  
3 which the work was performed. If the cost of service is a promotional price or is for  
4 a limited period of time, the cost of service at the end of the promotion or limited  
5 period of time shall be disclosed.

6 **(6) NOTICES.** A video programming provider shall provide customers a  
7 minimum of 30 days' written notice before increasing rates or eliminating  
8 transmission of programming and shall submit the notice to the municipality in  
9 advance of distribution to customers, except that if the elimination of transmission  
10 of programming is outside the control of the video programming provider, the video  
11 programming provider shall use reasonable efforts to provide as much notice as  
12 possible and any rate decrease related to the elimination of transmission of  
13 programming shall be applied as of the date of the elimination.

14 **(7) RECEPTION.** A video programming provider shall provide clear visual and  
15 audio reception that meets or exceeds applicable federal communications  
16 commission technical standards. If a customer experiences poor video or audio  
17 reception due to the equipment of the video programming provider, the video  
18 programming provider shall promptly repair the problem at its own expense.

19 **(8) BILLS, PAYMENT AND TERMINATION.** (a) A video programming provider shall  
20 render monthly bills that are clear, accurate, and understandable.

21 (b) Every residential customer who pays bills directly to a video programming  
22 provider shall have at least 28 days from the date of the bill to pay the listed charges.

23 (c) A video programming provider shall promptly post customer payments. If  
24 payment is sent by United States mail, payment is considered paid on the date it is  
25 postmarked.

1           (d) A video programming provider may not terminate residential service for  
2 nonpayment of a bill unless the video programming provider furnishes notice of the  
3 delinquency and impending termination at least 21 days prior to the proposed  
4 termination. Notice of proposed termination shall be mailed to the customer to whom  
5 service is billed. Notice of proposed termination shall not be mailed until the 29th  
6 day after the date of the bill for services. Notice of delinquency and impending  
7 termination may be part of a billing statement only if the notice is presented in a  
8 different color than the bill and is designed to be conspicuous. A video programming  
9 provider may not assess a late fee prior to the 29th day after the date of the bill for  
10 service.

11           (e) A video programming provider shall include with every notice of impending  
12 termination the name and address of the customer; the amount of delinquency; the  
13 date on which payment is required to avoid termination; and the telephone number  
14 of the video programming provider's service representative to make payment  
15 arrangements and to provide additional information about any charges for failure  
16 to return equipment and for reconnection. No customer may be charged a fee for  
17 termination or disconnection of service, regardless of whether the customer or the  
18 video programming provider initiated termination or disconnection.

19           (f) A video programming provider may terminate service only on those days  
20 when the customer is able to reach, in person or by telephone, a service  
21 representative of the video programming provider.

22           (g) Any service terminated by a video programming provider without good  
23 cause shall be restored without any reconnection fee, charge, or penalty. Good cause  
24 for termination includes failure to pay a bill by the date specified in the notice of

1 impending termination, payment by check for which there are insufficient funds,  
2 theft of service, abuse of equipment or personnel, or other similar customer actions.

3 (h) A video programming provider shall cease charging a customer for any or  
4 all services within one business day after it receives a request to immediately  
5 terminate service or on the day requested by the customer if such a date is at least  
6 5 days from the date requested by the customer. Nothing in this paragraph shall  
7 prohibit a video programming provider from billing for charges that the customer  
8 incurs prior to the date of termination. A video programming provider shall issue  
9 a credit, a refund, or return a deposit within 10 business days after the close of the  
10 customer's billing cycle following the request for termination or the return of  
11 equipment, if any, whichever is later.

12 (i) A video programming provider shall allow its customers to disconnect their  
13 service at any time within the first 60 days after subscribing to or upgrading the  
14 service. Within such 60-day period, a video programming provider shall not charge  
15 or impose any fees or penalties on the customer for disconnecting service, including  
16 any installation charge or early termination charge, except that a video  
17 programming provider may impose a charge or fee to offset any rebates or credits  
18 received by the customer, and may impose monthly service or maintenance charges,  
19 including pay-per-view and premium services charges, during such 60-day period.

20 (j) A video programming provider shall guarantee customer satisfaction for  
21 new or upgraded service and the customer shall receive a pro rata credit in an  
22 amount equal to the pro rata charge for the remaining days of service being  
23 disconnected or replaced upon the customers request if the customer is dissatisfied  
24 with the service and requests to discontinue the service within the first 60 days after  
25 subscribing to the upgraded service.



1           **(9) RESPONSE TO CUSTOMER INQUIRIES.** (a) A video programming provider shall  
2 maintain a toll-free telephone access line that is available to customers 24 hours a  
3 day, 7 days a week, to accept calls regarding installation, termination, service, and  
4 complaints. Trained, knowledgeable, and qualified service representatives of a video  
5 programming provider shall be available to respond to customer telephone inquiries  
6 during normal business hours. Customer service representatives shall be able to  
7 provide credits, waive fees, schedule appointments, and change billing cycles. Any  
8 difficulties that cannot be resolved by the customer service representatives shall be  
9 referred to a supervisor who shall make best efforts to resolve the issue immediately.  
10 If the supervisor does not resolve the issue to the customer's satisfaction, the  
11 customer shall be informed of the video programming provider's complaint  
12 procedures and procedures for billing dispute resolutions and given a description of  
13 the rights and remedies available to customers to enforce the terms of this section,  
14 including the customer's rights to have the complaint reviewed by the municipality  
15 to request mediation, and to review in a court.

16           (b) After normal business hours, the toll-free telephone access line specified  
17 in par. (a) may be answered by a service or an automated response system, including  
18 an answering machine. Inquiries received by telephone or electronic mail after  
19 normal business hours shall be responded to by a trained service representative on  
20 the next business day. A video programming provider shall respond to a written  
21 billing inquiry within 10 days of receipt of the inquiry.

22           (c) A video programming provider shall provide customers seeking  
23 nonstandard installations with a total installation cost estimate and an estimated  
24 date of completion. The actual charge to the customer may not exceed 110 percent  
25 of the estimated cost without the written consent of the customer.

1 (d) If a video programming provider receives notice that an unsafe condition  
2 exists with respect to its equipment, the video programming provider shall  
3 investigate such condition immediately, and shall take such measures as are  
4 necessary to remove or eliminate the unsafe condition. The video programming  
5 provider shall promptly inform the municipality in which the unsafe condition  
6 exists, but no later than 2 hours after it receives notification of an unsafe condition  
7 that it has not remedied.

8 (e) 1. Except as provided in subd. 2., under normal operating conditions,  
9 telephone answer time by a video programming provider's customer representative,  
10 including wait time, may not exceed 30 seconds when the connection is made. Except  
11 as provided in subd. 2., if the call needs to be transferred, transfer time shall not  
12 exceed 30 seconds.

13 2. The standards under subd. 1. shall be met no less than 90 percent of the time  
14 under normal operating conditions, measured on a quarterly basis.

15 (f) Under normal operating conditions, a video programming provider's  
16 customers may not receive a busy signal more than 3 percent of the time.

17 **(10) INSTALLATIONS, OUTAGES, AND SERVICE CALLS.** Under normal operating  
18 conditions, a video programming provider shall meet each of the following standards  
19 no less than 95 percent of the time measured on a quarterly basis:

20 (a) Standard installations shall be performed within 7 business days after an  
21 order has been placed. For purposes of this paragraph, "standard installations"  
22 means those installations that are located no more than 125 feet away from the video  
23 programming provider's existing distribution system.

24 (b) Excluding conditions beyond the control of the video programming provider,  
25 the video programming provider shall do all of the following:

1           1. Begin working on service interruptions promptly and in no event later than  
2           24 hours after the service interruption is reported by the customer or otherwise  
3           becomes known to the video programming provider.

4           2. Begin actions to correct other service problems the next business day after  
5           notification of the service problem.

6           3. Correct service interruptions and other service problems within 48 hours  
7           after service interruptions and other service problems are reported by customers.

8           (c) A video programming provider shall schedule appointments with customers  
9           for installations, service calls, and other installation activities for a specific time, or  
10          within a time block that does not exceed 4 hours, except that a video programming  
11          provider may otherwise schedule such appointments as specified by the customer for  
12          the customer's convenience.

13          (d) A video programming provider may not cancel an appointment with a  
14          customer after 5:00 p.m. on the business day prior to the scheduled appointment.  
15          If a video programming provider's representative is running late for an appointment  
16          with a customer and is not be able to keep the appointment as scheduled, the video  
17          programming provider shall contact the customer and, as necessary, reschedule the  
18          appointment at a time that is convenient for the customer, even if the rescheduled  
19          appointment is not within normal business hours.

20          **(11) PUBLIC BENEFIT OBLIGATION.** (a) In this subsection, "eligible building"  
21          means a building used by a municipality for governmental purposes; a public library;  
22          or a public primary or secondary school, including a charter school.

23          (b) 1. Except as otherwise provided in this subsection, a video programming  
24          provider shall provide a free service line drop and free basic video service to all  
25          current and future eligible buildings within one of the following:

1           a. If the cable or video provider is an interim cable operator, the municipality  
2 that grants a cable franchise to the cable or video provider.

3           b. If the cable or video provider is a video service provider, the video franchise  
4 area of the cable or video provider.

5           2. Service provided under subd. 1. shall be used in a manner consistent with  
6 the governmental purpose of the eligible building and shall not be resold.

7           (c) Paragraph (b) only applies to those cable or video providers whose video  
8 service networks are located in a manner that is capable of providing video service  
9 to eligible buildings and whose video service is generally available to residential  
10 customers in the municipality in which the eligible building is located.

11           (d) The burden of providing service required under par. (b) at an eligible  
12 building shall be shared by all cable and video providers whose video service  
13 networks are located in a manner that is capable of providing video service to the  
14 eligible buildings and shall be shared in an equitable and competitively neutral  
15 manner. The cable or video providers operating in a municipality shall determine  
16 amongst themselves who will provide the service to an eligible building required  
17 under par. (b). If the cable or video providers are unable to reach agreement on the  
18 determination, the municipality in which the eligible building is located shall  
19 determine which cable or video providers must serve the eligible building. A  
20 municipality may not require duplicative installations by more than one cable or  
21 video provider at an eligible building.

22           (e) A municipality shall bear the costs of any inside wiring, or video equipment  
23 costs, that are incurred in providing service required under par. (b) at an eligible  
24 building, if the cable or video provider does not ordinarily provide the wiring or

1 equipment at no cost to customer's of the video programming provider's basic video  
2 service.

3 **(12) REPORTS.** (a) A video programming provider shall make an annual report  
4 to the department, the municipality in which the video programming provider  
5 provides video service, and the public service commission regarding its compliance  
6 with this section. The report shall include documentation that is sufficient to  
7 demonstrate compliance with subs. (9) (e) and (f) and (10) (a) and (b). The report shall  
8 also identify the number of complaints the video programming provider received  
9 during the prior year in the state and specify the number of such complaints related  
10 to each of the following:

- 11 1. Billing, charges, refunds, or credits.
- 12 2. Installation or termination of service.
- 13 3. Quality of service and repair.
- 14 4. Programming.
- 15 5. Other complaints not specified in subds. 1. to 4.

16 (b) Information in the report under par. (a) shall be broken down for each  
17 municipality or telephone exchange in which the cable or video provider has  
18 customers.

19 (c) The report under par. (a) is first due one year after a video programming  
20 provider begins to offer video service or on the first day of the 12th month beginning  
21 after the effective date of this paragraph .... [revisor inserts date], whichever is later.

22 **(13) RATES; CHARGES; CONTRACTS.** (a) To the extent consistent with federal law:

23 1. A video programming provider shall offer the lowest-cost basic video service  
24 as a stand-alone service to residential customers at reasonable rates. A video  
25 programming provider shall not require the subscription to any service other than

1 the lowest-cost basic service or to any telecommunications or information service,  
2 as a condition of access to video service, including programming offered on a per  
3 channel or per program basis. A video programming provider shall not discriminate  
4 between customers of the lowest-cost basic service, customers of other video  
5 services, and other customers with regard to the rates charged for video  
6 programming offered on a per channel or per program basis.

7 2. A video programming provider shall ensure that charges for changes in a  
8 customer's selection of services or equipment shall be based on the cost of such  
9 change and shall not exceed nominal amounts if the system's configuration permits  
10 changes in service tier selection to be effected solely by coded entry on a computer  
11 terminal or by other similarly simple method.

12 3. A video programming provider shall have a rate structure for the provision  
13 of video service that is uniform throughout the area within the boundaries of a  
14 municipality, except that a video programming provider may provide bulk discounts  
15 to multiple dwelling units or reasonable discounts to senior citizens or other  
16 economically disadvantaged groups.

17 4. A video programming provider may not charge a customer for any service or  
18 equipment that the customer has not explicitly requested. For purposes of this  
19 subdivision, a customer's failure to refuse a video programming provider's proposal  
20 to provide service or equipment is not an explicit request for such service or  
21 equipment.

22 (b) No contract or service offering video services or any bundle including such  
23 services may be for a term longer than one year. If a contract or service offering is  
24 made for a specified term at a discounted price, no termination fee may exceed the  
25 amount of the discount from which the customer benefited.

1           **(14) IMPAIRED CUSTOMERS.** A video programming provider may not discriminate  
2 in the provision of services for the hearing and visually impaired and shall comply  
3 with 47 USC 613. A video programming provider shall deliver and pick up, or provide  
4 customers with prepaid shipping and packaging for the return of, converters and  
5 other necessary equipment at the home of customers with disabilities. A video  
6 programming provider shall provide free use of a converter or remote control unit to  
7 mobility impaired customers.

8           **(15) OBSCENE OR INDECENT PROGRAMMING.** (a) To the extent consistent with  
9 federal law, a video programming provider shall comply with 47 USC 532 (h) and (j).  
10 A video programming provider may not exercise any editorial control over any  
11 programming or in any other way consider the content of programming in  
12 determining whether to transmit programming, except that a video programming  
13 provider may refuse to transmit any leased access program or portion of a leased  
14 access program which contains obscenity, indecency, or nudity and may consider  
15 such content to the minimum extent necessary to establish a reasonable price for the  
16 commercial use of designated channel capacity by a person that is not an affiliate of  
17 the video programming provider. A video programming provider may enforce  
18 prospectively a written and published policy of prohibiting programming that the  
19 video programming provider reasonably believes describes or depicts sexual or  
20 excretory activities or organs in a patently offensive manner as measured by  
21 contemporary community standards.

22           (b) A video programming provider shall, without charge, fully scramble or  
23 otherwise fully block the audio and video programming of any channel requested by  
24 the customer.

1           (c) In providing sexually explicit adult programming or other programming  
2 that is indecent on any channel of a video programming provider's service that is  
3 primarily dedicated to sexually oriented programming, the video programming  
4 provider shall fully scramble or otherwise fully block the video and audio portion of  
5 such channel so that a nonsubscriber to such channel or programming does not  
6 receive it.

7           (d) For purposes of pars. (b) and (c), "scramble" means to rearrange the content  
8 of the signal of programming so that the programming cannot be viewed or heard in  
9 an understandable manner.

10           **(16) SERVICE AVAILABILITY LISTING.** A video programming provider shall  
11 maintain a listing, specific to the level of street address, of the areas where its video  
12 services are available. A video programming provider shall inform customers who  
13 inquire about purchasing video service about whether the service is currently  
14 available to them at their specific location.

15           **(17) PRIVACY PROTECTIONS.** A video programming provider may not disclose the  
16 name, address, telephone number, or other personally identifying information of a  
17 video service customer to be used in mailing lists or to be used for other commercial  
18 purposes not reasonably related to the conduct of its business, unless the video  
19 programming provider has provided to the customer a notice, separately or included  
20 in any other customer service notice, that clearly and conspicuously describes the  
21 customer's ability to prohibit the disclosure. A video programming provider shall  
22 provide an address and telephone number for a customer to use without toll charge  
23 to prevent disclosure of the customer's name and address in mailing lists or for other  
24 commercial purposes not reasonably related to the conduct of its business to other  
25 businesses or affiliates of the video programming provider. A video programming



1 provider shall comply with all other privacy laws, including 47 USC 551, that are in  
2 effect on the effective date of this subsection .... [revisor inserts date].

3 **(18) CONSUMER COMPLAINTS; MEDIATION.** A video programming provider shall  
4 implement an informal process for handling inquiries from municipalities and  
5 customers concerning billing issues, service issues, privacy concerns, and other  
6 consumer complaints. If an issue is not resolved through such informal process, a  
7 municipality or customer may request nonbinding mediation with the video  
8 programming provider, with each party bearing its own costs of such mediation.  
9 Selection of a mediator shall be by mutual agreement and preference shall be given  
10 to mediation services that do not charge a consumer for their services. If the informal  
11 process does not produce a satisfactory result to the customer or municipality,  
12 enforcement may be pursued as provided in sub. (19) (f).

13 **(19) ENFORCEMENT.** (a) The department may do any of the following:

14 1. Exercise its authority under ss. 93.14, 93.15, and 93.16 to investigate  
15 violations of this section.

16 2. Commence an action in the name of the state to restrain by temporary  
17 injunction a violation of this section. Before entry of a final judgment, the court may  
18 make any necessary orders to restore to a person any pecuniary loss suffered by the  
19 person because of the violation.

20 3. Except as provided in subd. 4., commence an action in the name of the state  
21 to recover a forfeiture to the state of not less than \$100 nor more than \$10,000 for  
22 each violation of this section.

23 4. Commence an action in the name of the state to recover a forfeiture to the  
24 state of not more than \$50,000 for a person's first violation of sub. (17) and of not more  
25 than \$100,000 for each 2nd or subsequent violation of sub. (17) by a person.

1           5. After public hearing, issue a special order under s. 93.18 against a video  
2 programming provider enjoining the provider from employing practices that violate  
3 this section and requiring the provider to employ practices or take actions that are  
4 determined by the department to be in compliance with this section.

5           (b) A municipality may enforce this section with respect to complaints received  
6 from residents within the municipality, but the municipality may not impose or  
7 require compliance with any additional or different customer service or performance  
8 standards than those specified in this section.

9           (c) A municipality may enact an ordinance that provides a schedule of  
10 forfeitures for any material violation of this section by video programming providers  
11 that are in addition to the penalties provided under this chapter, except as follows:

12           1. No forfeitures may be assessed for a material violation if it is out of the  
13 reasonable control of a video programming provider or its affiliate.

14           2. The forfeitures shall apply on a competitively neutral basis to all providers  
15 of video service within the municipality.

16           3. The forfeitures may not exceed \$750 for each day of the material violation,  
17 and may not exceed \$25,000 for each occurrence of a material violation per customer.

18           (d) The department or a municipality shall give a video programming provider  
19 written notice of any alleged material violations of this section and allow such  
20 provider at least 30 days from receipt of the notice to remedy the specified material  
21 violation.

22           (e) For purposes of this subsection, “material violation” means any substantial  
23 failure of a video programming provider to comply with this section and, for purposes  
24 of assessing forfeitures, a material violation is considered to have occurred for each

1 day that a material violation has not been remedied by a video programming  
2 provider after the expiration of the period specified in par. (d).

3 (f) The department and, subject to sub. (18), a municipality or customer may  
4 bring an action against a video programming provider for violation of this section,  
5 except that a municipality may bring an action only if a customer residing in the  
6 municipality is adversely affected by the violation and a customer may bring an  
7 action only if the customer is adversely affected by the violation. A video  
8 programming provider may bring an action to review a municipality's assessment of  
9 forfeitures against the video programming provider. A municipality is immune from  
10 civil liability for its acts or omissions related to the enforcement or review of any  
11 terms, conditions, or rights under this section, except that a court may require the  
12 return of any forfeiture that the municipality incorrectly assessed against a video  
13 programming provider.

14 **(20) CREDITS.** (a) A video programming provider shall credit customers for  
15 violations of this section in the amounts specified in par. (b). The credits shall be  
16 applied on the statement issued to the customer for the next monthly billing cycle  
17 following the violation or following the discovery of the violation. A video  
18 programming provider is responsible for providing the credits and a customer is not  
19 required to request the credit. If a customer is no longer taking service from a video  
20 programming provider, the video programming provider shall refund the credit  
21 amount to the customer by check within 30 days of the termination of service. A  
22 municipality may enact an ordinance that requires a video programming provider  
23 to give credits directly to customers for violating this section, if the ordinance applies  
24 on a competitively neutral basis to all video programming providers in the

1 municipality, and except that the credits may not exceed the credits specified in par.  
2 (b).

3 (b) A video programming provider shall give customers the following credits for  
4 the following violations of this section:

5 1. Failure to provide notice of customer service standards upon initiation of  
6 service, \$25.

7 2. Failure to install service within 7 days, waiver of 50 percent of the  
8 installation fee or the monthly fee for the lowest-cost basic service, whichever is  
9 greater.

10 3. Failure to install service within 14 days, waiver of 100 percent of the  
11 installation fee or the monthly fee for the lowest-cost basic service, whichever is  
12 greater.

13 4. Failure to remedy service interruptions or poor video or audio service quality  
14 within 48 hours, a pro rata credit of total regular monthly charges equal to the  
15 number of days of the service interruption.

16 5. Failure to keep an appointment or to notify the customer prior to the close  
17 of business on the business day prior to the scheduled appointment, \$25.

18 6. Violation of privacy protections, \$150.

19 7. Failure to comply with scrambling requirements, \$50 per month.

20 8. Violation of customer service and billing standards in sub. (8) or (9), \$25 per  
21 violation.

22 9. Violation of the prohibition under sub. (13) (a) 1. against requiring  
23 subscription to other services as a condition of access to video service, \$25 per  
24 month.”.”.

