

2007 DRAFTING REQUEST

Assembly Amendment (AA-SA1-AB207)

Received: 11/28/2007

Received By: mkunkel

Wanted: As time permits

Identical to LRB:

For: Gary Hebl (608) 266-7678

By/Representing: John Vander Meer

This file may be shown to any legislator: NO

Drafter: mkunkel

May Contact:

Addl. Drafters:

Subject: Public Util. - telco

Extra Copies:

Submit via email: YES

Requester's email: Rep.Hebl@legis.wisconsin.gov

Carbon copy (CC:) to:

Pre Topic:

No specific pre topic given

Topic:

Appropriate \$65,000 to DATCP and add consumer protection requirements based on Illinois law

Instructions:

See Attached

Drafting History:

<u>Vers.</u>	<u>Drafted</u>	<u>Reviewed</u>	<u>Typed</u>	<u>Proofed</u>	<u>Submitted</u>	<u>Jacketed</u>	<u>Required</u>
/?	mkunkel 11/29/2007	kfollett 11/29/2007		_____			
/1			rschluet 11/29/2007	_____	mbarman 11/29/2007	mbarman 11/29/2007	

FE Sent For:

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/?	mkunkel	11/15 f 11/29					

FE Sent For:

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2007

7

Date (time) needed

Fri 11-30 NOON

LRBa 0917, 2

AMENDMENT

MDIT: lgf

D-NOTE

See form AMENDMENTS — COMPONENTS & ITEMS.

S A AMENDMENT

TO S A AMENDMENT 1 (LRBa / ),

TO S A SUBSTITUTE AMENDMENT (LRBs / ),

TO 2005 SB SJR SR AB AJR AR 207 (LRB- / )

2007

At the locations indicated, amend the amendment as follows: (fill ONLY if "engrossed ..." or "as shown by .....")

#. Page 1, line 3 after that line insert:

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

#. Page ..., line ...:

#. Page ..., line ...:

#. Page ..., line ...:

#. Page ..., line ...:

27C  
B/E

1 100.195 (1) (h) 1. Video service, as defined in s. 66.0420 (2) (v).

2 SECTION 30. 100.209 of the statutes is repealed and recreated to read:

3 **100.209 Video service standards; privacy protection. (1) DEFINITIONS.**

4 In this section:

INSERT 33-5

INSERT 33-7

5 (a) "Basic video service" ~~has the meaning given in s. 66.0420 (2) (b).~~

6 (b) "Cable or video provider" means ~~a municipally regulated cable operator or~~  
7 ~~a video service franchisee.~~

INSERT 33-6

8 (c) "Municipality" means a city, village, or town.

9 (d) ~~"Municipally regulated cable operator" has the meaning given in s. 66.0420~~  
10 ~~(2) (a).~~

11 (e) "Normal business hours" means, with respect to a business, those hours  
12 during which most similar businesses in a municipality are open to serve customers.

13 (f) "Normal operating conditions" means, with respect to a video provider, those  
14 service conditions that are within the control of the video programming provider.  
15 "Normal operating conditions" includes special promotions; pay-per-view events;  
16 regular, peak, or seasonal demand periods; and maintenance or upgrade of a service  
17 network. "Normal operating conditions" does not include natural disasters, civil  
18 disturbances, power outages, telephone network outages, or severe or unusual  
19 weather conditions.

20 (g) "Service interruption" means the loss of picture or sound on one or more  
21 video channels.

22 (h) "Service line drop" means the point of connection between a premises and  
23 the facilities of a cable or video provider that enables the premises to receive video  
24 service.

INSERT 33-24

1 (i) "Video programming provider" means a multichannel video programming  
2 distributor, as defined in 47 USC 522 (13), but does not include a landlord whose  
3 provision of video service is limited to providing video service to a single-family home  
4 or other residential dwelling consisting of 4 units or less.

5 (j) "Video service" means multiple channels of video programming, as defined  
6 in 47 USC 522 (20).

7 (k) "Video ~~service area~~ <sup>Franchise</sup>" has the meaning given in s. 66.0420 (2) (w).

8 (l) "Video service ~~franchisee~~ <sup>Franchise</sup>" has the meaning given in s. 66.0420 (2) (v).

9 (m) "Video service network" has the meaning given in s. 66.0420 (2) (z).

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

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

- 17 1. Installation, disconnection, service, and repair obligations.
- 18 2. Appointment hours and employee identification requirements.
- 19 3. Customer service telephone numbers and hours.
- 20 4. Procedures for billing, charges, deposits, refunds, and credits.
- 21 5. Procedures for termination of service.
- 22 6. Notice of deletion of programming service.
- 23 7. Changes related to transmission of programming.
- 24 8. Changes or increases in rates.
- 25 9. The use and availability of parental control or lock-out devices.

1           10. If applicable, the use and availability of an A/B switch.

2           11. Complaint and bill dispute resolution procedures.

3           12. Rights and remedies available to consumers if the video programming  
4 provider does not materially meet their customer service standards.

5           13. Special services for customers with visual, hearing, or mobility disabilities.

6           (b) *Public availability.* A video programming provider shall make available to  
7 the public, and display clearly and conspicuously on its Internet Web site, the video  
8 programming providers' rates for each level of service, rules, and regulations, and  
9 the standards established under par. (a). If a promotional price or a price for a  
10 specified period of time is offered, the programming video provider shall clearly and  
11 conspicuously display the promotional price or price for the specified period of time  
12 together with the price that applies at the end of the promotional period or specified  
13 period of time.

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

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

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

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

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

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

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

8           (b) All service representatives or any other person who contacts customers or  
9 potential customers on behalf of a video programming provider shall have a visible  
10 identification card with their name and photograph and shall orally identify  
11 themselves upon first contact with a customer. Customer service representatives  
12 shall orally identify themselves to callers immediately following the greeting during  
13 each telephone contact with the public.

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

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

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

23           3. Provide an address, toll-free telephone number, or electronic address to  
24 accept bill payments and correspondence, and provide secure collection boxes that

1 receive bill payments and returned equipment and that provide a printed receipt  
2 when items are deposited.

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

6 (5) CUSTOMER CONTACTS. In each contact with a customer, the service  
7 representatives of a video programming provider, or any other person who contacts  
8 customers or potential customers on behalf of the video programming provider, shall  
9 state the estimated cost of the service, repair, or installation orally prior to delivery  
10 of the service or before any work is performed, and shall provide the customer with  
11 an oral statement of the total charges before terminating the telephone call or other  
12 contact in which a service is ordered, whether in person or over the Internet, and  
13 shall provide a written statement of the total charges before leaving the location at  
14 which the work was performed. If the cost of service is a promotional price or is for  
15 a limited period of time, the cost of service at the end of the promotion or limited  
16 period of time shall be disclosed.

17 (6) NOTICES. A video programming provider shall provide customers a  
18 minimum of 30 days' written notice before increasing rates or eliminating  
19 transmission of programming and shall submit the notice to the municipality in  
20 advance of distribution to customers, except that if the elimination of transmission  
21 of programming is outside the control of the video programming provider, the video  
22 programming provider shall use reasonable efforts to provide as much notice as  
23 possible and any rate decrease related to the elimination of transmission of  
24 programming shall be applied as of the date of the elimination.



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

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

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

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

13           (d) A video programming provider may not terminate residential service for  
14 nonpayment of a bill unless the video programming provider furnishes notice of the  
15 delinquency and impending termination at least 21 days prior to the proposed  
16 termination. Notice of proposed termination shall be mailed to the customer to whom  
17 service is billed. Notice of proposed termination shall not be mailed until the 29th  
18 day after the date of the bill for services. Notice of delinquency and impending  
19 termination may be part of a billing statement only if the notice is presented in a  
20 different color than the bill and is designed to be conspicuous. A video programming  
21 provider may not assess a late fee prior to the 29th day after the date of the bill for  
22 service.

23           (e) A video programming provider shall include with every notice of impending  
24 termination the name and address of the customer; the amount of delinquency; the  
25 date on which payment is required to avoid termination; and the telephone number

1 of the video programming provider's service representative to make payment  
2 arrangements and to provide additional information about any charges for failure  
3 to return equipment and for reconnection. No customer may be charged a fee for  
4 termination or disconnection of service, regardless of whether the customer or the  
5 video programming provider initiated termination or disconnection.

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

9 (g) Any service terminated by a video programming provider without good  
10 cause shall be restored without any reconnection fee, charge, or penalty. Good cause  
11 for termination includes failure to pay a bill by the date specified in the notice of  
12 impending termination, payment by check for which there are insufficient funds,  
13 theft of service, abuse of equipment or personnel, or other similar customer actions.

14 (h) A video programming provider shall cease charging a customer for any or  
15 all services within one business day after it receives a request to immediately  
16 terminate service or on the day requested by the customer if such a date is at least  
17 5 days from the date requested by the customer. Nothing in this paragraph shall  
18 prohibit a video programming provider from billing for charges that the customer  
19 incurs prior to the date of termination. A video programming provider shall issue  
20 a credit, a refund, or return a deposit within 10 business days after the close of the  
21 customer's billing cycle following the request for termination or the return of  
22 equipment, if any, whichever is later.

23 (i) A video programming provider shall allow its customers to disconnect their  
24 service at any time within the first 60 days after subscribing to or upgrading the  
25 service. Within such 60-day period, a video programming provider shall not charge

1 or impose any fees or penalties on the customer for disconnecting service, including  
2 any installation charge or early termination charge, except that a video  
3 programming provider may impose a charge or fee to offset any rebates or credits  
4 received by the customer, and may impose monthly service or maintenance charges,  
5 including pay-per-view and premium services charges, during such 60-day period.

6 (j) A video programming provider shall guarantee customer satisfaction for  
7 new or upgraded service and the customer shall receive a pro rata credit in an  
8 amount equal to the pro rata charge for the remaining days of service being  
9 disconnected or replaced upon the customer's request if the customer is dissatisfied  
10 with the service and requests to discontinue the service within the first 60 days after  
11 subscribing to the upgraded service.

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

1 including the customer's rights to have the complaint reviewed by the municipality  
2 to request mediation, and to review in a court.

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

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

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

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

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

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

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

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

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

14           1. Begin working on service interruptions promptly and in no event later than  
15 24 hours after the service interruption is reported by the customer or otherwise  
16 becomes known to the video programming provider.

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

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

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

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

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

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

14 a. If the cable or video provider is <sup>an</sup> a municipally regulated cable operator, the  
15 municipality that grants a cable franchise to the cable or video provider. *interm*

16 b. If the cable or video provider is a video service ~~franchisee~~ <sup>provider</sup>, the video service  
17 area of the cable or video provider. *franchise*

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

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

24 (d) The burden of providing service required under par. (b) at an eligible  
25 building shall be shared by all cable and video providers whose video service

1 networks are located in a manner that is capable of providing video service to the  
2 eligible buildings and shall be shared in an equitable and competitively neutral  
3 manner. The cable or video providers operating in a municipality shall determine  
4 amongst themselves who will provide the service to an eligible building required  
5 under par. (b). If the cable or video providers are unable to reach agreement on the  
6 determination, the municipality in which the eligible building is located shall  
7 determine which cable or video providers must serve the eligible building. A  
8 municipality may not require duplicative installations by more than one cable or  
9 video provider at an eligible building.

10 (e) A municipality shall bear the costs of any inside wiring, or video equipment  
11 costs, that are incurred in providing service required under par. (b) at an eligible  
12 building, if the cable or video provider does not ordinarily provide the wiring or  
13 equipment at no cost to customer's of the video programming provider's basic video  
14 service.

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

- 23 1. Billing, charges, refunds, or credits.
- 24 2. Installation or termination of service.
- 25 3. Quality of service and repair.

1           4. Programming.

2           5. Other complaints not specified in subds. 1. to 4.

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

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

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

10           1. A video programming provider shall offer the lowest-cost basic video service  
11 as a stand-alone service to residential customers at reasonable rates. A video  
12 programming provider shall not require the subscription to any service other than  
13 the lowest-cost basic service or to any telecommunications or information service,  
14 as a condition of access to video service, including programming offered on a per  
15 channel or per program basis. A video programming provider shall not discriminate  
16 between customers of the lowest-cost basic service, customers of other video  
17 services, and other customers with regard to the rates charged for video  
18 programming offered on a per channel or per program basis.

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

24           3. A video programming provider shall have a rate structure for the provision  
25 of video service that is uniform throughout the area within the boundaries of a



1 municipality, except that a video programming provider may provide bulk discounts  
2 to multiple dwelling units or reasonable discounts to senior citizens or other  
3 economically disadvantaged groups.

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

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

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

20 **(15) OBSCENE OR INDECENT PROGRAMMING.** (a) To the extent consistent with  
21 federal law, a video programming provider shall comply with 47 USC 532 (h) and (j).  
22 A video programming provider may not exercise any editorial control over any  
23 programming or in any other way consider the content of programming in  
24 determining whether to transmit programming, except that a video programming  
25 provider may refuse to transmit any leased access program or portion of a leased

1 access program which contains obscenity, indecency, or nudity and may consider  
2 such content to the minimum extent necessary to establish a reasonable price for the  
3 commercial use of designated channel capacity by a person that is not an affiliate of  
4 the video programming provider. A video programming provider may enforce  
5 prospectively a written and published policy of prohibiting programming that the  
6 video programming provider reasonably believes describes or depicts sexual or  
7 excretory activities or organs in a patently offensive manner as measured by  
8 contemporary community standards.

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

12 (c) In providing sexually explicit adult programming or other programming  
13 that is indecent on any channel of a video programming provider's service that is  
14 primarily dedicated to sexually oriented programming, the video programming  
15 provider shall fully scramble or otherwise fully block the video and audio portion of  
16 such channel so that a nonsubscriber to such channel or programming does not  
17 receive it.

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

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

1           **(17) PRIVACY PROTECTIONS.** A video programming provider may not disclose the  
2 name, address, telephone number, or other personally identifying information of a  
3 video service customer to be used in mailing lists or to be used for other commercial  
4 purposes not reasonably related to the conduct of its business, unless the video  
5 programming provider has provided to the customer a notice, separately or included  
6 in any other customer service notice, that clearly and conspicuously describes the  
7 customer's ability to prohibit the disclosure. A video programming provider shall  
8 provide an address and telephone number for a customer to use without toll charge  
9 to prevent disclosure of the customer's name and address in mailing lists or for other  
10 commercial purposes not reasonably related to the conduct of its business to other  
11 businesses or affiliates of the video programming provider. A video programming  
12 provider shall comply with all other privacy laws, including 47 USC 551, that are in  
13 effect on the effective date of this subsection .... [revisor inserts date].

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

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

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

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

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

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

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

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

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

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

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

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

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

9           (e) For purposes of this subsection, “material violation” means any substantial  
10 failure of a video programming provider to comply with this section and, for purposes  
11 of assessing forfeitures, a material violation is considered to have occurred for each  
12 day that a material violation has not been remedied by a video programming  
13 provider after the expiration of the period specified in par. (d).

14           (f) The department and, subject to sub. (18), a municipality or customer may  
15 bring an action against a video programming provider for violation of this section,  
16 except that a municipality may bring an action only if a customer residing in the  
17 municipality is adversely affected by the violation and a customer may bring an  
18 action only if the customer is adversely affected by the violation. A video  
19 programming provider may bring an action to review a municipality’s assessment of  
20 forfeitures against the video programming provider. A municipality is immune from  
21 civil liability for its acts or omissions related to the enforcement or review of any  
22 terms, conditions, or rights under this section, except that a court may require the  
23 return of any forfeiture that the municipality incorrectly assessed against a video  
24 programming provider.

1           **(20) CREDITS.** (a) A video programming provider shall credit customers for  
2 violations of this section in the amounts specified in par. (b). The credits shall be  
3 applied on the statement issued to the customer for the next monthly billing cycle  
4 following the violation or following the discovery of the violation. A video  
5 programming provider is responsible for providing the credits and a customer is not  
6 required to request the credit. If a customer is no longer taking service from a video  
7 programming provider, the video programming provider shall refund the credit  
8 amount to the customer by check within 30 days of the termination of service. A  
9 municipality may enact an ordinance that requires a video programming provider  
10 to give credits directly to customers for violating this section, if the ordinance applies  
11 on a competitively neutral basis to all video programming providers in the  
12 municipality, and except that the credits may not exceed the credits specified in par.  
13 (b).

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

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

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

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

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

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

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

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

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

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

12 **SECTION 31.** 100.261 (3) (c) of the statutes is amended to read:

13 100.261 (3) (c) The amount credited under par. (b) to the appropriation account  
14 under s. 20.115 (1) (jb) may not exceed \$185,000 in each fiscal year.

15 **SECTION 32.** 134.43 of the statutes, as affected by 2007 Wisconsin Act 20, is  
16 repealed.

17 **SECTION 33.** 182.017 (1) of the statutes is amended to read:

18 182.017 (1) RIGHT-OF-WAY FOR. Any domestic corporation organized to furnish  
19 telegraph or telecommunications service or transmit heat, power or electric current  
20 to the public or for public purposes, an any independent system operator, as defined  
21 in s. 196.485 (1) (d), an any independent transmission owner, as defined in s. 196.485  
22 (1) (dm), or a any cooperative association organized under ch. 185 or 193 to furnish  
23 telegraph or telecommunications service or a, any cooperative organized under ch.  
24 185 to transmit heat, power or electric current to its members, any municipally  
25 regulated cable operator, as defined in s. 66.0420 (2) (o), and any video service

Handwritten marks resembling checkmarks or initials.

Handwritten text at the bottom of the page: "INSERT 52-25" and "D-NOK (END OF AMENDMENT)".

**2007-2008 DRAFTING INSERT  
FROM THE  
LEGISLATIVE REFERENCE BUREAU**

LRBa0917/lins  
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**INSERT 33-5:**

means any video service offering or service tier which includes the retransmission of local television broadcast signals.

**INSERT 33-6:**

an interim cable operator or a video service provider.

**INSERT 33-7:**

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

**INSERT 33-24:**

(i) "Service tier" means a category of video service for which a separate rate is charged.

**INSERT 52-25:**

**1.** Page 1, line 5 after that line insert:

"(1g) In the schedule under section 20.005 (3) of the statutes for the appropriation to the department of agriculture, trade and consumer protection under section 20.115 (1) (jb) of the statutes, as affected by the acts of 2007, the dollar amount is increased by \$65,000 for fiscal year 2007-08 and the dollar amount is increased by \$65,000 for fiscal year 2008-09 to increase funding for the purpose for which the appropriation is made."

**2.** Page 1, line 6: delete "(1)" and substitute "(1r)".

(End)



**DRAFTER'S NOTE  
FROM THE  
LEGISLATIVE REFERENCE BUREAU**

LRBa0917/1dn

MDK:kjf

*Date*

Rep. Hebl:

This amendment does the following:

1. Makes changes to s. 100.209 that are identical to those made in SSA1 to AB 207, except for a few terminology changes. (The terminology changes are necessary for the sake of consistency with the rest of AB 207.)
2. Increases DATCP's appropriation by \$65,000.

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**DRAFTER'S NOTE  
FROM THE  
LEGISLATIVE REFERENCE BUREAU**

LRBa0917/1dn  
MDK:kjf:rs

November 29, 2007

Rep. Hebl:

This amendment does the following:

1. Makes changes to s. 100.209 that are identical to those made in SSA1 to AB 207, except for a few terminology changes. (The terminology changes are necessary for the sake of consistency with the rest of AB 207.)
2. Increases DATCP's appropriation by \$65,000.

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