

# ANNUAL NOTICE

MachLink TV is a product of Muscatine Power and Water (MPW). Please call MPW if you have any concerns with our MPW Communications services. We can provide you with technical assistance and help you with questions about programming, billing, subscribing to services, and upgrading or downgrading services.

**Business Address:** Muscatine Power and Water, 3205 Cedar Street Muscatine, IA 52761 • **Business Hours:** Monday - Friday, 8 a.m. - 5 p.m. • **Phone Number:** (563) 263-2631 • **Website:** www.mpw.org

## 1. BACKGROUND

Muscatine Power and Water (MPW) is dedicated to providing quality communications services to its customers and to assuring that any problems are quickly resolved to the customers' satisfaction. These customer service procedures, in addition to many other issues, are covered in material generally provided to you at the time of installation and annually thereafter once you become a customer.

This notice, along with the Muscatine Power and Water Communications Service Rules, pricing documents, and Channel Lineup, addresses the procedures that you need to know to help us answer questions and resolve complaints you may have about the services you receive, billing for those services, or the quality of the television signals or other services we provide.

The Muscatine Power and Water Communications Service Rules can be found online at:

[www.mpw.org/communications-rules](http://www.mpw.org/communications-rules)

or you may request a printed copy by calling or visiting our Business Office.

For customers receiving service through commercial accounts, bulk-rate arrangements with multiple-dwelling owners, or similar arrangements, some of the policies, procedures, and services herein may not apply. Please refer to the terms and conditions of documents reflecting such separate arrangements. Where such documents are inconsistent with the policies, procedures and information relating to service set forth herein, the terms and conditions of such separate arrangements shall apply.

## 2. DEFINITIONS

**Complaint** means a statement or question by anyone, whether a Utility customer or not, alleging a wrong, grievance, injury, dissatisfaction, illegal action or procedure, dangerous condition or action, or Utility obligation.

**Customer** means any person, firm, association, corporation, any agency of the federal, state, or local government, or legal entity responsible by law for payment for communications service from the Utility.

**Equipment** means any MPW-owned device or fixture, provided or installed in or around a customer's home, which is necessary or convenient to receive MPW Communications Services. Inside wiring is not Equipment.

**Home** means a customer's residence, including a single-family home, apartment, or any other type of dwelling unit where Communications Services are installed.

**Inside wire or inside wiring** means the cable that runs inside your home to a point twelve (12) inches outside of your home and includes any extra outlets, splitters, connections, fittings or wall plates attached to it.

**Installation or Installed** means the act of connecting or activating the communications system from the feeder cable to the customer's terminal so that the customer may receive Communications Services.

**Service** means the cable TV programming or any other service that MPW provides to you.

**Service Rules** means the Muscatine Power and Water Communications Service Rules as adopted by the Board of Water, Electric, and Communications Trustees of the City of Muscatine, Iowa, and revised from time to time.

Utility, MPW, we, us, or our means Muscatine Power and Water.

**You or your** means the customer identified on the work order that was signed to begin your communications services.

## 3. MUSCATINE POWER AND WATER CHANGES IN SERVICES AND CHARGES

Subject to applicable law, we have the right to change

our communications service and equipment, as well as our prices or fees, at any time. We also may rearrange, delete, add to or otherwise change services. If the change to our service affects you, we will provide you notice of the change and its effective date. The notice will be provided on your monthly bill, as a bill insert or by other permitted communication. If you find the change unacceptable, you have the right to change or cancel your service. However, if you continue to receive service after the effective date of the change, we will consider this your acceptance of the change.

To the extent required by law, after notice to you of a re-tiering of our services or rate increase, you may obtain changes in service tiers at no additional charge. Otherwise, changes by you of any communications services you receive may result in upgrade, downgrade or change of service charges. Please refer to the Prices and Services Information and Channel Lineup documents for details, or call our office at (563) 263-2631 if you have questions.

You may obtain information about the current fees and prices for any of our services by visiting [www.mpw.org](http://www.mpw.org) or calling our office at (563) 263-2631. A list of charges also is provided to our customers annually.

## 4. APPLICABLE LAW

These policies and practices, including all matters relating to their validity, construction, performance, and enforcement are governed by applicable federal law, the rules and regulations of the Federal Communications Commission (FCC), and applicable laws, regulations or applicable ordinances for Muscatine, Iowa. These policies and practices are subject to amendment, modification or termination if required by such regulations or law. If any provision in these policies and practices is declared to be illegal or in conflict with any law or regulation, that provision may be deleted or modified, without affecting the validity of the other policies and practices.

## 5. ACCESS TO CUSTOMERS' HOMES

To provide service to you, you authorize MPW employees and/or contractors to occasionally access your premises to install, inspect, maintain, replace, remove, or otherwise deal with MPW-supplied equipment and services. Further information about this authorization and scope of work that may be performed is available in our Service Rules.

## 6. INSTALLATION & SERVICE MAINTENANCE POLICIES

We will provide service in a prompt, non-discriminatory manner. MPW installations and service maintenance will be completed as soon as practical. Our Service Rules detail requirements for installation inspections and appointments and service maintenance.

## 7. PRIVATE VIEWING OF UNAUTHORIZED SERVICE AND USE OF EQUIPMENT

We provide service to you for your private home use and enjoyment. You agree that the services provided over the communications system will not be viewed in areas open to the public. The services may not be rebroadcast, transmitted, or performed, nor may admission be charged for its viewing without first obtaining written consent, in advance from our supplier(s) and us. This consent may be withheld at the sole discretion of us or our suppliers.

Muscatine Power and Water may not have the right to distribute Pay-Per-View or Video On Demand programming to commercial establishments. You may not order or request Pay-Per-View or Video On Demand programming for receipt, exhibition, or taping in a commercial establishment. You may neither exhibit nor assist in the exhibition of Pay-Per-View or Video On Demand programming in a commercial establishment unless explicitly authorized to do so, in advance, by our program provider and us.

You may not move your equipment to another location or

use it at any time at an address other than your home or location where we installed service without our prior written authorization. If you fail to abide by these restrictions, you will be held liable for any claims made against you or MPW on account of any unauthorized commercial exhibition.

You agree not to attach any unauthorized device to our equipment. If you make any unauthorized connection or modification to the equipment or any other part of the communications system, you will be in breach of these policies and practices, and we may terminate your service. Much of the equipment and many of the devices necessary to receive our services are available both from others and us. If you purchase or lease such equipment from us, you are responsible for assuring that the equipment does not interfere with the normal operations of our communications system and other communications systems and devices. For example, you agree not to install anything to intercept or receive, or to assist in intercepting or receiving, or which is capable of intercepting or receiving, any service offered over our communications system, unless specifically authorized to do so by us. You are responsible to pay for all services received or otherwise provided to your household. You also agree that you will not attach anything to the inside wiring or equipment, which, singly or together, results in a degradation of our communications system's signal speed, quality, or strength.

You may not attach any device or equipment to your inside wiring in a way that impairs the integrity of our communications system, such as creating signal leakage, which may cause a violation of government regulations, or attaching devices or equipment, which alone or together, results in a degradation of signal quality or speed. Further, services or signals provided by us that are carried on or transmitted through the inside wiring or equipment provided by us may not be commingled with signals or services provided by others.

We can recover damages from you for tampering with any of the equipment or any other part of our communications system, or for receiving unauthorized service.

You must return any equipment we supply to you that is owned by us when you are no longer a customer. In some cases, you may also choose to buy equipment from an independent store. Please remember, however, that any equipment you connect to the system must meet our specifications. Equipment with descrambling capabilities may only be obtained from us. In fact, should you see advertisements for cable equipment that have descramblers in them (so-called "pirate boxes" or "black boxes") you should understand that these devices might be illegal to sell or use, unless authorized by us. Because of the need to protect our scrambled services, we will not authorize the use of any equipment/descramblers not provided by us. People who use illegal equipment/descramblers may be stealing service. This practice may unfairly result in increased prices to our honest customers.

## 8. THEFT OF SERVICE

The 1984 Cable Act created both civil and criminal penalties for manufacturers, suppliers and users of unauthorized cable devices. This federal theft-of-service law supplements any existing Iowa laws, and it provides a federal remedy against any person who, without authorization, intercepts or receives any communications service provided over a cable system.

Federal law prohibits the unauthorized interception or receipt of any communications service over a cable system. This would include the theft of audio, video, textual data or other service, including data transmitted to or from a customer over a system that has interactive capability. The law applies to both manufacturers and distributors of equipment, as well as individual subscribers.

The 1984 Cable Act, the 1996 Telecom Act, and other federal laws provide both civil and criminal penalties for the theft of cable services. Under this federal regulation legislation, a cable operator may seek substantial monetary damages for the theft of its cable services. In addition, if the violations are willful and for commercial advantage or private financial gain, the court may award damages of up to \$50,000 in civil cases and a maximum of \$100,000 for certain criminal violations, in addition to a maximum of five years imprisonment for subsequent offenses. Theft of utility services is also a criminal violation under Iowa law.

This legislation was enacted by Congress because it believes that theft of cable service poses a major threat to the economic viability of cable operators and cable programmers. Theft of service creates unfair burdens on cable subscribers who are forced to subsidize the benefits that other individuals are getting by receiving cable service without paying for it.

## **9. BILLING AND COMPLAINT PROCEDURES**

MPW bills customers monthly for the services received. Our Service Rules contain information about our billing policies and procedures.

Our Service Rules detail complaint procedures for disputing a bill or complaining about the services. Unresolved complaints that are regulated by the FCC may also be filed with the FCC as outlined in our Service Rules.

## **10. SIGNAL QUALITY COMPLAINT RESOLUTION PROCEDURES**

The complaint procedure in our Service Rules will be used to resolve any signal quality complaints.

## **11. CUSTOMER INFORMATION PRIVACY POLICY**

The privacy of your information is very important. We abide by the 1984 Cable Act limitations imposed upon cable operators in the use, collection, and disclosure of personally identifiable customer information. Our Service Rules explain our personal information disclosure policy and detail what information is retained, when it is disclosed, and how long it is retained.

## **12. INSTRUCTIONS ON HOW TO USE TV SERVICE**

Cable television brings you more channels and generally better reception than off-air reception of broadcast television. Since TV signals travel to your home by high-tech cable rather than through the air, your television reception is also uninterrupted by distance, trees, buildings and other surface obstacles.

In addition to certain local TV stations, communications satellites let you receive many additional channels through cable TV. A large selection of viewing choices is available through MPW.

We have installed TV service in your home in a manner that is consistent with Federal Communications Commission (FCC) rules. Here are a few tips to keep it operating safely and reliably.

1. During severe electrical storms, you should unplug your TV set and video equipment to avoid damage. MPW and set manufacturers are not responsible for damage that occurs due to acts of nature.
2. Remember, your video equipment operates on 110 volts, so take all the precautions you would for any small appliance, such as checking to see that the cord is not worn or damaged.
3. For your own safety, do not attempt to open or otherwise tamper with your video equipment.
4. If you have someone other than us install the inside wiring in your home, or if you do it yourself, ensure that it complies with applicable governmental regulations (such as the FCC signal leakage rules) and does not interfere with the normal operations of the TV system and other communications systems (such as radios used by the police and fire departments) and devices.

## **13. ABOUT YOUR EQUIPMENT**

MPW is temporarily operating two TV delivery systems; Hybrid Fiber/Coaxial Cable (HFC) and Internet Protocol Television (IPTV) via Fiber.

HFC customers, who have a cable-ready TV set, do not need equipment to receive MPW Basic TV service. IPTV and all other HFC tiers or services need digital equipment.

We offer for lease digital equipment and remote controls. Digital set-top boxes that unscramble services also provide you with the option to use "parental control" to block out ratings, content, channels, titles or services you wish not to view or access.

When using digital set-top box for HFC or IPTV, tuning, DVR recording and other advanced features are performed by the set-top box, not the TV. As such, special features and functions of your consumer TV, DVD player or VCR may be limited.

## **14. REMOTE CONTROLS**

Our digital equipment is operated by a hand-held remote control device. We provide a remote control with your equipment rental. Replacement remotes can be purchased at our office. Our remotes are capable of controlling most TVs, DVD/BluRay players and VCRs.

It is possible that the remote control that came with your TV or DVD player/VCR or a "universal" remote would be capable of controlling our equipment. If that is the case, you may use it. If you plan to purchase a remote and are uncertain of its compatibility, please contact us.

## **15. TROUBLESHOOTING TV PROBLEMS**

There's a lot that happens to your TV signal before it gets to your TV screen. MPW's state-of-the-art fiber-optic communications system gives you the best quality picture and sound available. If you're having a problem with your picture quality, try these simple things before you give us a call:

1. Make sure the equipment and television are plugged into a live electrical outlet.
2. Check to see if the problem is affecting all TV sets in your home that are connected to cable.
3. If you have digital equipment, tune your TV to the correct input.
4. Switch all cable-ready TV sets to "CATV"
5. Hand tighten all the connections to your TV, equipment, and DVD player/VCR.
6. Double check that your electronic game system, PC or any other equipment connected to your TV is connected properly for viewing cable.
7. Make sure the batteries in your remote control are charged.

If you need further assistance, the MPW HelpDesk staff is available 7 days a week from 6am to Midnight at 263-2631, option 2.

## **16. CABLE AND YOUR DVD PLAYER/VCR**

Our cable television components are compatible with DVD player/VCR equipment. If you have a DVD player/VCR, you can use it to receive additional enjoyment from your TV service. With your cable and DVD player/VCR combination, you can record movies and programs for later viewing.

### **DVD Player/VCR-Cable Hookup Warnings**

1. Additional equipment, such as video jumpers, signal splitters or A/B switches, may cause picture distortion if they do not meet our system's standards. Please call us at (563) 263-2631 before you purchase additional hookup equipment.
2. We recommend against cutting video jumpers. An improperly cut cable may cause picture distortion.
3. All cable connections should be hand tightened.

## **17. EQUIPMENT COMPATIBILITY - "CABLE READY" AND "CABLE COMPATIBLE EQUIPMENT"**

One of the reasons customers subscribe to our system is that we offer many more channels of programming, in addition to what may be received off-the-air via a digital tuner. Some customers may have TV receivers or DVD player/VCRs that can tune to all non-scrambled channels we provide. Others may have older sets that are unable to tune in all channels available over the video system.

Even if you have an older TV or DVD player/VCR that was advertised as being "cable ready" or "cable compatible", the equipment may not perform as you expected when connected directly to cable. This is because there previously were no standards applicable to TV set manufacturers governing the reception of video channels. According to new federal regulations, TVs and DVD players/VCRs sold in the United States as of July 1997 cannot be called "cable ready" or "cable compatible" unless they comply with new technical requirements adopted by the FCC, including the ability to properly tune cable channels.

You may encounter additional problems or interference when your TV set or DVD player/VCR is connected directly to the MPW system. For example, you may encounter co-channel interference or an inability to receive higher number channels. These problems are often solved through the use of digital equipment. Equipment is available through MPW for a monthly fee. The equipment will "convert" the video channels to a designated channel on your TV. Please understand that the process of converting all of our channels to such a channel means that you can only receive one channel on your TV set at a time through the equipment. This means there may be certain features of your TV or DVD player/VCR that depend on channel turning of these devices that you will not be able to use. When using digital set-top box for HFC or IPTV, tuning, DVR recording and other advanced features are performed by the set-top box, not the TV. As such, special features and functions of your consumer TV, DVD player or VCR may be limited. Additionally, high-definition programming is only available on an HDTV set and with a subscription to an HD or HD/DVR Box.

## **18. AVAILABILITY OF SPECIAL BY-PASS EQUIPMENT**

Some of the channels offered on the system also may be scrambled and may be viewed only if digital equipment is used. However, as described above, equipment may limit your ability to use certain advanced features on your TV set or DVD player/VCR. If you use equipment and you have problems using the special features, additional special equipment may be necessary to regain some or all of these features. MPW will consult with you in order to determine what specific equipment may be available to solve your particular situation. This may include additional digital equipment, or, if you have a receiver that can tune our video channels; possibly a switch (or special equipment with a switch) that will enable you to by-pass the equipment and tune all unscrambled channels with your TV or DVD player/VCR. Please contact us regarding your needs, and we will be happy to discuss alternatives with you and give you a schedule of charges.

## **19. A NOTE ABOUT PROGRAMMING**

We receive programming from various networks. We are not responsible for the content of programs aired by these networks. Programming complaints or questions should be directed to the broadcast networks or stations.

## **20. CONCLUSION**

We are proud to provide communications services to you. Muscatine Power and Water is your locally controlled, customer-owned utility. Our service sets us apart. We value and appreciate your business.



**Muscatine  
Power and Water**

3205 Cedar Street Muscatine, IA 52761  
263-2631 • mpw.org

Revised 10/26/2020