



*Video Programming and Internet Protocol Service
Tool Kit*

May 4, 2006

Metropolitan Mayors Caucus Video Programming and Internet Protocol Service Tool Kit

Section 1 – Overview

AT&T, a provider of telecommunications services, intends to provide enhanced broadband services including IP-enabled voice services and entertainment programming over its network facilities. This programming is known as “Project Lightspeed.”

According to AT&T, Project Lightspeed includes several components – satellite TV service from SBC/DISH Network (currently available); AT&T U-verse, an IP-based video product available in 2006; and AT&T Homezone, which will combine satellite TV programming, DSL, and a range of communications and entertainment content, such as music, photo sharing, and movies-on-demand.

All municipalities would like to see increased competition and increased opportunities for residents. More importantly, municipalities want universal access for all residents and, maintained protection of municipal rights-of-way, adequate support of public access channels, and continuity of municipal revenue streams. These issues are fully covered in a cable franchise agreement.

As part of Project Lightspeed, AT&T has been applying for rights-of-way permits to upgrade existing and/or install new components to their system to allow for these advanced services. Project Lightspeed will require new cabinets in the right-of-way, overlash of fiber to current strands, new pedestals, additional splice enclosures and new drops to households and businesses.

These proposed installations of new cabinets have direct impacts on municipal zoning ordinances with respect to set-backs, allowable number of structures on a zoned lot, and screening for both public and private property. Without adequate zoning controls, municipalities could be faced with a situation of multiple large installations on a single property as competing video service providers locate their equipment in a community. The aesthetic impact in a residential neighborhood in absence of set-backs, limitations on the number of installations on a single private property, and screening/landscaping requirements could be substantial; in a worse case scenario, these installations could affect adjacent property values or marketability.

AT&T believes there is no legal authority by which it or its new broadband services are subject to a local franchise under law requiring providers of “cable service” to obtain a local franchise agreement. Several municipal attorneys and telecommunications consultants disagree with this interpretation. For example, the City of Walnut Creek added a condition on AT&T’s permits requiring AT&T to obtain a franchise agreement prior to offering new video service to residents (see Section 2 for permit language). AT&T appealed this decision to the City Council. Upon denial of their appeal, AT&T filed suit against the City in federal court. This motion was recently dismissed by the courts.

Other entrants to the market, such as Verizon, which is offering video programming services in other regions of the country, has entered into dozens of local cable franchises.

While currently the region's municipalities are working only with AT&T on new Internet-based video technology, this is a fast growing emerging market with multiple entrants looking to offer like services. As a result, we could see dramatic changes to communications laws in response to growing demand for these new services.

For example, on the federal level the Communications, Opportunity, Promotion, and Enhancement Act of 2006 was approved by the U.S. House of Representative's Committee on Energy and Commerce on a 42-12 vote on April 26, 2006. This legislation seeks to revise telecommunications laws, federalize cable franchising, and grant Bells the ability to enter pay-television markets nationwide. The Caucus has identified the following five key issues as detrimental to municipal governance:

- Provide competition and lower rates for only a chosen few, well-to-do neighborhoods while bypassing poorer and minority neighborhoods;
- Hamper local government rights-of-way management through oversight and second-guessing by the FCC in Washington;
- Reduce the revenue base underlying a locality's five percent franchise fee, which translates into less funding to support local public safety and transportation services;
- Provide inadequate support for public, educational, and governmental (PEG) access channels and institutional networks (I-Nets); and,
- Take away local authority to handle residents' cable customer service complaints.

The National League of Cities, National Association of Telecommunications Officers and Advisors (NATOA), United States Conference of Mayors, and other national groups have been active in proposing amendments to the COPE legislation to ensure universal coverage, protect municipal ROW authority, and preserve local revenue streams. A list of these associations' website is included at the end of this document.

Section 2 highlights some recommended actions for all municipalities to take to ensure that the decisions made regarding video programming services are the best for their residents. Section 3 offers a list of website links for additional information.

PLEASE NOTE: These materials are not legal advice, but rather are recommendations and guiding principles that a municipality should discuss with its legal counsel.

Section 2 – Steps for Municipalities to Take

At a minimum, every municipality should do the following:

- Alert all of your personnel who are involved in reviewing applications for permits involving any kind of utility or equipment installations. AT&T has taken the position that its video programming service is not a “cable service” under law; it has contended that this is not subject to a cable television franchise. As a result, AT&T has frequently simply submitted applications for permits and commenced construction where such permits are approved.

While some permit applications for Project Lightspeed do contain references to that name, many communities are finding that applications filed by AT&T, SBC, and their affiliated entities contain no such identification or reference to video programming capacity or systems. Indeed, reports are that the work is likely to be billed simply as an upgrade to telecommunications or telephony systems or equipment. Any such applications should be examined carefully to determine whether this is part of Project Lightspeed improvements.

- In some communities, AT&T has proposed a Memorandum of Understanding that would allow installation of the Project Lightspeed equipment. This MOU and other similarly incomplete agreements proposed by AT&T leave municipalities exposed to significant legal and practical risks; in addition, it is a way for AT&T to avoid entering into a cable franchise television agreement, as its competitors like Comcast and Wide Open West are required to do. If your municipality is preparing to sign a Memorandum of Understanding with a video service provider, understand that an MOU is not a franchise agreement. *Appendix A* at the end of this section highlights some of the fundamental differences between the two agreements.
- Most municipalities and counties in the Chicago area have an existing cable television franchise agreement in place with at least one cable service provider, such as Comcast or Wide Open West. A few have franchise agreements in place with more than one provider. Under federal law, local franchising authorities are obligated to treat providers of similar services in a non-discriminatory manner. Illinois law requires more, including specific notice requirements to the incumbent provider and public hearing requirements if you intend to grant a franchise to a competitor.

Thus, if you have an existing franchise in place and plan to authorize another provider of cable service to use public rights-of-way to provide a competitive video service, you must follow specific requirements to provide a level playing field for all parties providing this service. As a result, authorizing AT&T’s proposed video service without a cable franchise is likely to raise serious questions under federal and state law, and may draw repercussions (such as refusal to pay franchise fees or litigation) from your incumbent cable provider.

Appendix B contains an analysis of the Illinois Level Playing Field Statute and includes a list of actions required by municipalities.

- All municipalities should adopt the 1998 Right-of-Way Construction Standards and educate *both* staff inspectors and contracted employees on the ROW requirements in the standards. While a municipality may choose to customize the standards, please ensure that at a minimum the model standards are in place in your community. A copy of the 1998 Model Right-of-Way Construction Standards Ordinance can be downloaded at www.iml.org/dbs/imlegal/files/ordinances/rowproject.pdf. If you have adopted these standards, you should review them to consider whether other modifications should be made to address issues posed by this technology. If you have not adopted these standards, you should give serious consideration to doing so at this time.

Municipalities may differ in the way they choose to respond to new video service proposals. Some have already chosen to adopt temporary moratoria on equipment installations. Others have chosen to adopt or amend cable regulatory ordinances. Still others have decided to place restrictions on permits they issue. The following details these options. We encourage you to consult with your attorneys to determine which, if any fit your circumstances:

- Institute a temporary moratorium on ground mounted utility installations on both public and private property, rights-of-way, and easements. Some municipalities have issued temporary moratoria on utility boxes with exterior dimensions greater than 50” x 36 ½” x 17 ½”. A sample ordinance is included as *Appendix C* in this section.

Be advised that several municipalities who passed temporary box moratoria have been sued by AT&T – including Roselle, Wheaton, Carpentersville, Geneva, Wood Dale, and North Aurora.

- If your community does not have a Cable Regulatory Ordinance, enact a Video and Multichannel Services Ordinance. *Appendix D* is a sample Video and Multichannel Services Ordinance.

For municipalities that do have a cable communications ordinance, have your legal counsel review whether the ordinance’s definition of “cable” is broad enough to include multichannel providers.

According to federal law, the definition of “cable system” means:

“A facility, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide cable service which includes video programming and which is provided to multiple subscribers within a community.”

- The City of Walnut Creek, California included a condition on its ROW and encroachment permits issued to video services providers requiring the provider to obtain a franchise prior to providing video programming services to subscribers. The language reads as follows:

By accepting this permit, [video services provider] agrees on behalf of itself and its affiliates that it will not provide video programming (including but not limited to programming delivered using internet protocol) over its facilities located within the City’s rights-of-way to subscribers within the City without first obtaining a cable franchise or an open video system franchise from the City.

Section 2 – Appendix A
Proposed Video Service Provider MOU vs. Standard Cable Provider Franchise Agreement

RIGHTS OR OBLIGATIONS	VIDEO SERVICE PROVIDER AGREEMENT	CABLE PROVIDER FRANCHISE AGREEMENT
<p>Village’s rights to control their rights-of-way</p>	<p>Village acknowledges provider has statutory right under IL Telephone Company Act to construct in ROW without having to obtain franchise.</p> <p>Village acknowledges provider’s belief that the Village’s right to regulate the construction of their network in the ROW is limited to time, place and manner considerations only.</p>	<p>Provider’s franchise agreement gives it the authority to construct its cable system in the ROW.</p> <p>Provider must follow all ROW rules and regulations when working or constructing in the ROW.</p> <p>Provider must locate its equipment in the ROW as to cause minimum interference with the proper use of streets, alleys and other public ways and places, and to cause minimum interference with the rights and reasonable convenience of property owners who adjoin any of the said streets, alleys or other public ways. No fixtures shall be placed in any public ways in such a manner to interfere with the usual travel on such public ways.</p>
<p>Revenue to the Village for Franchise Fees</p>	<p>City acknowledges provider is not subject to franchise fees pursuant to IL Telecomm Tax Act.</p> <p>No guarantee of franchise fee payments. Provider pays 5% of gross revenues from subscription fees [undefined] collected from each subscriber to the IP-enabled Video Service to be defined by provider at a later date. No franchise fees on non-video products.</p>	<p>Provider pays 5% of gross revenues from cable service in Village.</p> <p>The franchise agreement with provider includes a broad definition of gross revenues.</p> <p>Additionally, provider also pays all telecommunication fees and taxes for its telephone service.</p> <p>provider pays franchise fees on non-video services, such as ad revenue and home-shopping revenue.</p>
<p>Term of Agreements</p>	<p>unknown</p>	<p>15 years</p>

<p>Village’s Public, Educational and Governmental Programming (“PEG”)</p>	<p>Provider shall provide “some form” of access for PEG programming “to the extent economically and technically feasible.” Village must pay for technology required to make it compatible with Provider’s IP enabled video technology.</p>	<p>Provider shall provide one public access channel, one educational access channel, and one government access channel. Provider provides PEG support as needed by the community. This may include a PEG Capital Fee, access to Provider’s studio, or production or character generator equipment. Provider pays for equipment to connect the PEG channel to Provider’s system.</p>
<p>Village’s Right to use Emergency Alert Service (“EAS”)</p>	<p>None. Provider is only required to work with the Village to identify an “economically and technically feasible” process for providing messages for public safety emergencies.</p>	<p>Provider must provide Village ability to override its system for an audio and visual alert of an emergency on all channels. Provider shall configure the emergency override to accept remote activation by touch tone phone. Provider must provide training to Village personnel on how to use EAS.</p>
<p>Village’s rights to enforce Customer Service Standards</p>	<p>None. Provider will institute reasonable consumer service standards consistent with Provider telecommunications services [much less burdensome than cable customer service standards].</p>	<p>Provider must follow Village and FCC customer service standards for video providers. These standards include stringent time frames for: answering phone calls, installations, solving billing issues, restoring damaged property, and resolving service issues. Also includes requirements for local payment and service centers. Village has the ability to enforce Standards through procedures set forth in Franchise Agreement, including enforcement of liquidated damages.</p>
<p>Requiring Village to waive their legal rights</p>	<p>Waiver of rights: Village will not subject provider to cable television franchise or similar ordinance during term of Agreement. If federal or state legislation or rules are enacted that</p>	<p>None</p>

	clarify, enlarge or expand the rights or obligations of either party, parties will renegotiate the relevant sections of the Agreement.	
Village's rights to enforce a breach of Agreement	None. Either party may claim breach and upon written notice, cure breach within 60 days. No provisions for what happens if breach is not cured.	Breach must be cured within a reasonable time upon written notice. If not cured, Village may follow revocation procedure set forth in Franchise Agreement or fine Provider.
Village's rights to resolve a dispute with video provider	Parties discuss disputes and use mediator when discussions fail.	Village may hold a hearing on the dispute and decide what Provider must do to resolve the dispute.
Modification	Only by written document executed by both parties.	Village may unilaterally increase franchise fee if 5% cap is raised by federal law.
Video provider's obligations to follow minimum standards	None	Provider must follow FCC technical standards, local ROW rules and regulations, all national, state and local building, electric and safety codes, OSHA rules, and industry standards. No interruption of service for routine maintenance between 2:00 am and 6:00 am. Provider must provide battery backup power for 4 hours. Minimum channel requirements, including broad categories of programming such as news or children's programming. Village may require testing of system. Village has the right to inspect technical records including FCC technical testing results.
Complimentary Services	None	Provider shall provide Standard tier of service and standard installation at no charge to city buildings, schools, libraries, police stations and fire stations.
Notice of rate or	None	Provider shall provide Village and

channel changes	Provider may change their rates and/or channel offerings at any time.	customers a written 30-day notice for any changes in rates or channels. Village has the ability to regulate Provider's Basic video package, installation and equipment rates in accordance with FCC procedures.
Records and Reports	None	Village has right to review Provider's records and documents related to the franchise, including financial or technical records. Provider shall provide to Village as-built maps of its system. Shall provide to Village an annual report including: statement of gross revenues in Village; a schedule of fees and charges; and package offerings. Shall provide to Village customer service reports.
Performance Evaluations	None	Village may hold performance evaluations open to the public held as they deem fit.
Insurance	None	Various types of coverage required, including a \$5,000,000 general liability policy.
Consent to transfer	None	Provider may not transfer Franchise Agreement without consent of Village.
Video Providers obligation to provide service to entire community	None	Provider must provide service to all residents in the community that meet density requirements.
Discrimination	None	Provider may not discriminate based on economic status, age, gender, geographic location, race or religion.
Parental Control/Lockout Devices	None	Provider must provide customers the ability to block programming the customer may find offensive or obscene.
Service uniformity	None	Provider must provide all residents with the same video offerings including uniform pricing throughout the community.
Security Funds	None	Provider must provide a bond to

		ensure proper performance. Amount of bond is based on community's needs.
Indemnity	Provider will indemnify Village only to the extent the damage is caused by provider's negligence.	Franchise agreement includes broad indemnification clause.
Preservation of Village's Police Powers	None	Village's police powers are preserved.
Village's rights to regulate construction in their rights-of-way	<p>Construction review: Village's review is limited to current review of installation and construction of provider's telecomm network.</p> <p>Permit process: Village shall not unreasonable block, restrict, or limit the construction and installation of the IP network. Village shall process permits for IP network in a timely and prompt manner.</p> <p>Village shall "cooperate fully" in processing permits that may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement.</p>	<p>Construction review: Provider must submit written construction plans in advance of performing any construction.</p> <p>Permit process: Provider must follow all of Village's rules and procedures for permits.</p> <p>Village may impose any condition, restriction or regulation as is necessary for the purpose of protecting and restoring streets.</p> <p>Provider's contractors must be properly identified, licensed in IL, and insured.</p> <p>Provider must install wires underground where other utilities are underground.</p> <p>Provider must be a member of Joint Utility Location Information for Underground Excavator (JULIE).</p>

***Section 2 – Appendix B
Illinois Level Playing Field Statute Analysis***

While not designed as a comprehensive analysis of the Illinois Level Playing Field Statute, the following highlights some issues to take under advisement when negotiating a memorandum of understanding, franchise agreement, or other agreement with a video services provider. For a legal opinion on how the Statute affects your municipality, please consult with your legal counsel.

65 ILCS § 5/11-42-11 is the Illinois Level Playing Field Statute for Cable Television Operators in Illinois. It governs providers of “community antenna television systems.” This is defined as any facility which is constructed in whole or in part in, on, under or over any highway or other public place and which is operated to perform for hire the service of receiving and amplifying the signals broadcast by one or more television stations and redistributing such signals by wire, cable or other means to members of the public who subscribe to such service.

Among other requirements, the Illinois Level Playing Field Statute requires local franchising authorities (“LFA”) to follow the following procedure before granting an agreement to an alternative video services provider:

First, the LFA should give written notice to any other cable operator franchised in the area identifying the applicant for such additional franchise and specify the date, time and place at which the franchising authority will conduct public hearings to consider and determine whether such additional cable television franchise should be granted.

Second, the LFA should conduct a public hearing to determine the public need for such additional cable television franchise, the capacity of the public right-of-way to accommodate such additional services, potential disruption to exiting users of the rights-of-way to complete construction and to provide cable television services within the proposed franchise area, the long term economic impact of such additional cable system within the community, and such other factors as the franchising authority shall deem appropriate.

Third, the LFA must determine whether it is in the best interest of the municipality to grant such an additional cable television franchise.

Fourth, if the franchise authority determines it is in the best interest of the municipality to do so, it may grant the additional cable television franchise upon the following conditions: no such additional franchise shall be granted under terms or conditions more favorable or less burdensome to the applicant than those required under the existing cable franchise, including but not limited to terms and conditions pertaining to:

- 1) the territorial extent of the franchise;
- 2) system design;
- 3) technical performance standards;
- 4) construction schedules;

- 5) performance bonds;
- 6) standards for construction and installation of cable television facilities;
- 7) service to subscribers;
- 8) public, educational and governmental access channels and programming;
- 9) production assistance;
- 10) liability and indemnification; and
- 11) franchise fees.

If a franchise authority grants a franchise with different terms and conditions than those of the existing franchise, the franchise authority shall enter into good faith negotiations with the existing franchisee and shall, within 120 days after the effective date of the additional franchise, modify the existing franchise in a manner and to the extent necessary to ensure that neither the existing franchise nor the additional franchise, each considered in its entirety, provides a competitive advantage over the other. A public hearing must be held to consider the proposed modification. If the two parties are unable to reach an agreement within the 120 day period, the LFA shall modify the existing franchise effective 45 days thereafter, so that the terms and conditions of the existing franchise shall no longer impose any duty or obligation on the existing franchisee which is not also imposed under the additional cable television franchise.

Since adoption of the Level Playing Field Statute, municipalities throughout the Chicago area have awarded agreements to competing video providers utilizing the rights-of-way. These municipalities include: Chicago, Arlington Heights, Des Plaines, Glenview, Mount Prospect, Prospect Heights, Schaumburg, Skokie, Streamwood, Elgin Township, Glen Ellyn, Glendale Heights, Naperville, Calumet City, Chicago Heights, Cook County, Hammond, Oak Forest, Robbins, and South Holland. The competing video providers that have obtained these agreements continue to provide video services to all customers located in those municipalities as per their agreements today.

For a comprehensive list of legal requirements under the Illinois Level Playing Field Statute, please see 65 ILCS § 5/11-42-11.

*Section 2 – Appendix C
Temporary Box Moratorium Ordinance*

**AN ORDINANCE ESTABLISHING A TEMPORARY MORATORIUM ON THE
CONSTRUCTION OF CERTAIN GROUND MOUNTED UTILITY
INSTALLIATIONS**

WHEREAS, the Village of _____, (hereinafter “Village”), has the authority to adopt ordinances pertaining to the public health, safety and welfare regulating private and public property; and

WHEREAS, in conformance with said authority, as well as its franchise authority, the Village has issued permits, in accordance with its zoning ordinances, engineering ordinances, life safety ordinances as well as franchise ordinances and agreements pertaining to the installation of structures, including utility installations, fixtures, devices and appurtenances, on both private and public land within the Village; and

WHEREAS, the Village has recently received applications for permits for the ground mounted installation of utility structures within public ways and easements within the Village which utility structures are significantly larger than any prior utility installations within the Village : and

WHEREAS, the significantly larger ground mounted utility structure for which permits have been requested, present numerous issues not previously considered by the Corporate Authorities of the Village with respect to its zoning, public safety, as well as franchising implications ; and

WHEREAS, the public health safety and welfare of the citizens of the Village of _____ requires the Corporate Authorities of the Village to more thoroughly evaluate the significantly larger ground mounted utility installations to determine reasonable and adequate regulation of those installations in such manner as will protect the zoning, public health safety and welfare, and franchising authority and franchising ordinances of the Village.

NOW THEREFORE, be it Ordained by the Mayor and Village Board of the Village of _____, _____ County, Illinois, that the Corporate authorities hereby adopt this Ordinance entitled AN ORDINANCE ESTABLISHING A TEMPORARY MORATORIUM ON CERTAIN GROUND MOUNTED UTILITY INSTALLATIONS which shall read:

:

SECTION 1: DEFINITIONS

Ground mounted utility installation: A ground mounted utility installation, shall mean any ground mounted utility fixture, cabinet, box, structure, device or appurtenance, including those related to video transmissions, having exterior dimensions greater than

fifty inches (50") high by thirty six and one half inches (36 1/2") long, by seventeen and one half (17 1/2") wide, or which is powered by stand alone electric service, but excluding ground mounted electric substations, power off emergency electric generators, ground mounted traffic light control cabinets or utility poles.

SECTION 2: TEMPORARY MORATORIUM

No grounded mounted utility installation shall be granted a permit, or constructed within the corporate limits of the Village of _____, on any private or public property, including public or private ways or public or private easements within 180 days of the passage of this Ordinance.

SECTION 3: STAFF INVESTIGATION

Village staff is hereby directed to investigate the issue of ground mounted utility installations in consideration of the possible adoption of ordinances reasonably regulating such installations in the interest of the public health safety and welfare, and existing franchise agreements and ordinances, during this temporary moratorium.

SECTION 4: All Ordinances and parts of Ordinances in conflict with or inconsistent with the provisions of this Ordinance are hereby repealed to the extent of any such conflict or inconsistency.

SECTION 5: That if any part of part or portion of this Ordinance is declared invalid by a court of competent jurisdiction, such partial invalidity shall not affect the remainder of this Ordinance.

SECTION 6: This Ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form as is hereby authorized and directed to be done by the Mayor and City Council.

Section 2 – Appendix D
Multichannel Video Franchise Ordinance

Multichannel Video Systems and Providers
Franchise Required

WHEREAS, it is in the public interest to ensure that cable systems and other multichannel video systems do not discriminate in whom they serve based on race, ethnic status, income, area in which they live or other inappropriate basis, such as by not serving certain areas of the City, or failing on a timely basis to build their system to serve certain areas, and

WHEREAS, such systems use the streets and highways, which are public property, for the lines through which they provide service, and public property may not be used in a discriminatory manner, and

WHEREAS, in order to meet community needs, such systems need to be constructed with lines in appropriate places both to obtain public, educational and government access channels and to provide service to schools and government buildings, and

WHEREAS, requiring providers to obtain a franchise prior to constructing such systems, while requiring the City to act expeditiously on any franchise request, allows the City to ensure that the preceding objectives and others which are in the public interest are met, while allowing the prompt provision of service.

NOW THEREFORE, the City of _____ ordains:

1. No Person may Construct a Multichannel Video System in the City to provide Multichannel Video Service in the City without first obtaining from the City a franchise authorizing the construction of such a system.
2. No Multichannel Video Provider may provide Multichannel Video Service to any Person in the City unless a franchise from the City authorizing same is in full force and effect at all times while such service is being provided.
3. The City shall act expeditiously on any request for a franchise so as to allow the prompt provision of service while ensuring that the public interest is met and that residents are not discriminated against based on race, ethnic status, income, area in which they live or other inappropriate basis.
4. Definitions
 - 4.1 AConstruct@ includes

- 4.1.1 The installation of lines, fibers or facilities that are in or cross any of the streets, highways or public rights of way within City for use as part of a Multichannel Video System, or
 - 4.1.2 The connection of other facilities directly or indirectly to previously existing lines, fibers or facilities that are in or cross any of the streets, highways or public rights of way within City for use as part of a Multichannel Video System.
- 4.2 "Multichannel Video Provider" (or "Provider") means a Person who meets one or more of the following tests:
- 4.2.1 The Person is a "cable operator," as such term is defined in Title VI of the Federal Communications Act of 1934, 47 U.S.C. Sections 521 and following, or is otherwise required to obtain a "franchise" as such term is defined in such Act.
 - 4.2.2 The Person is an "open video system operator", as such term is defined in Title VI of the Federal Communications Act of 1934 and implementing regulations.
 - 4.2.3. The Person provides Multichannel Video Service, where such service is transmitted in whole or in part via wires or lines that are in or cross any of the streets, highways or public rights of way within the City. The preceding sentence shall apply whether the Provider owns, leases or otherwise obtains the right to use such wires or lines including wires or lines of a telecommunications provider used pursuant to tariff or otherwise for such purpose.
 - 4.2.4 The Person provides Multichannel Video Service and is otherwise required to obtain a franchise or similar approval under the City charter, state law or Federal law.
- 4.3 "Multichannel Video Service" means multiple channels of video programming where some or all of the video programming is generally considered comparable to programming provided by a television broadcast station, regardless of the technology used to provide it. Multichannel Cable Video Service specifically includes, but is not limited to, "cable service" as such term is defined in Title VI of the Federal Communications Act of 1934.
- 4.4 "Multichannel Video System" includes all of the following:
- 4.4.1 A "cable system", as such term is defined in Title VI of the Federal Communications Act of 1934,

- 4.4.2 An "open video system", as such term is defined in Title VI of the Federal Communications Act of 1934 and implementing regulations,
 - 4.4.3 A system which provides Multichannel Video Service, where such service is transmitted in whole or in part via wires or lines that are in or cross any streets, highways or public rights of way within the City. The preceding sentence shall apply whether the Provider owns, leases or otherwise obtains the right to use such wires or lines, including wires or lines of a telecommunications provider used pursuant to tariff or otherwise for such purpose, and
 - 4.4.4 Any other system providing Multichannel Video Service within the City where under applicable law a franchise or similar permission or approval from the City is required.
- 4.5 "Person" means individuals, corporations, partnerships, limited liability corporations, limited liability partnerships and any other form of legal entity.

Section 3 – Where to Get Information

National – For updates on the Communications, Opportunity, Promotion, and Enhancement Act of 2006 (COPE)

U. S. Conference of Mayors <http://www.usmayors.org>

National League of Cities <http://www.nlc.org>

National Association of Counties <http://naco.org>

National Association of Telecommunications Officers and Advisors
<http://www.natoa.org>

Government Finance Officers Association <http://www.gfoa.org>

International Municipal Lawyers Association <http://www.imla.org>

TeleCommUnity <http://telecommunityalliance.org>

National Conference of Black Mayors <http://www.ncbm.org>

Regional – Updates on actions in the Chicago region, state legislation

Metropolitan Mayors Caucus <http://www.mayorscaucus.org>

Illinois Municipal League <http://www.iml.org>