

CHAPTER 8

CABLE TELEVISION

ARTICLE I - CABLE COMMUNICATIONS REGULATORY CODE

DIVISION I - GENERAL PROVISIONS

**8-1-1**        **TITLE.** This Article shall be known and may be cited as the “Cable Communications Regulatory Code”.

**8-1-2**        **PURPOSE.** The Village finds that further development of Cable Systems has the potential to be of great benefit to the Village and its residents and businesses. Cable technology is rapidly changing, and cable plays an essential role as part of the Village’s basic infrastructure. Cable Systems extensively make use of scarce and valuable Public Right-of-Ways, in a manner different from the way in which the general public uses them, and in a manner reserved primarily for those who provide services to the public, such as utility companies. A cable company currently typically faces very limited competition; thus, the grant of a Franchise has the effect of giving the holder extensive economic benefits and places the holder in a position of public trust. Because of these facts, the Village finds that public convenience, safety, and general welfare can best be served by establishing regulatory powers vested in the Village or such Persons as the Village so designates to protect the public and to ensure that any Franchise granted is operated in the public interest. In light of the foregoing, the following goals, among others, underlie the provisions set forth in this Code:

(A)            Cable Service should be available to as many Village residents and businesses as possible and provide the widest possible diversity of information sources and services to the public.

(B)            A Cable System should be capable of accommodating both present and reasonably foreseeable future cable-related needs of the community.

(C)            A Cable System should be constructed and maintained during a Franchise term so that changes in technology may be integrated to the maximum extent possible into existing System facilities, taking into account all relevant factors including costs.

(D)            A Cable System should grow and develop and be responsive to the needs and interests of the community.

The Village intends that all provisions set forth in this Code be construed to serve the public interest and the foregoing public purposes, and that any Franchise issued pursuant to this Code be construed to include the foregoing findings and public purposes as integral parts thereof.

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**8-1-3**            **EXISTING FRANCHISE AND AGREEMENTS.** To the extent permitted by law, this Code shall apply to Franchises and other Agreements in effect at the time of adoption of this Code.

**8-1-4**            **RESERVED.**

**DIVISION II - DEFINITIONS AND WORD USAGE**

**8-1-5**            **DEFINITIONS AND USAGE - GENERAL.** For the purposes of this Code, the following terms, phrases, words, and abbreviations shall have the meanings given herein, unless otherwise expressly stated. When not inconsistent with the context, words used in the present tense include the future tense and vice versa, words in the plural number include the singular number, and vice versa, and the masculine gender includes the feminine gender and vice versa. The words "shall" and "will" are mandatory, and "may" is permissive. Unless otherwise expressly stated or clearly contrary to the context, terms, phrases, words, and abbreviations not defined herein shall be given the meaning set forth in Title 47 of the United States Code, Chapter 5, Subchapter V-A, 47 U.S.C. §§ 521 et seq., as amended, and regulations issued pursuant thereto, and, if not defined therein, their common and ordinary meaning. For convenience, Federal and State definitions are set forth in the glossary to this Code, which glossary may be revised by the Village Attorney to reflect subsequent changes in federal law without the need for an amendment of this Code. For further convenience, the first letter of terms, phrases, words, and abbreviations defined in this Code or by federal law have been capitalized, but an inadvertent failure to capitalize such letter shall not affect meaning.

**8-1-6**            **CABLE ACT.** "Cable Act" shall mean Title 47 of the United States Code, Chapter 5, Subchapter V-A, 47 U.S.C. §§ 521 et seq., as amended from time to time.

**8-1-7**            **VILLAGE.** "Village" shall mean the Village of St. Jacob, Illinois, and its agencies, departments, agents, and employees acting within their respective areas of authority.

**8-1-8**            **VILLAGE BOARD.** "Village Board" or "Board" shall mean the governing body of the Village.

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**8-1-9**            **FCC.** “FCC” shall mean the Federal Communications Commission, its designee, or any successor governmental entity thereto.

**8-1-10**            **FRANCHISE AGREEMENT.** “Franchise Agreement” shall mean a contract entered into in accordance with the provisions of this Code between the Village and a Franchisee that sets forth, subject to this Code, the terms and conditions under which a Franchise will be exercised.

**8-1-11**            **FRANCHISE AREA.** “Franchise Area” shall mean the area of the Village that a Franchisee is authorized to serve by its Franchise Agreement.

**8-1-12**            **FRANCHISE TRANSFER.**

(A)            **“Franchise Transfer”** shall mean any transaction in which:

- (1) any ownership or other right, title, or interest of more than **ten percent (10%)** in a Franchisee or its Cable System is transferred, sold, assigned, leased, sublet, mortgaged, or otherwise disposed of or encumbered directly or indirectly, voluntarily or by foreclosure or other involuntary means, in whole or in part; or
- (2) there is any change in or substitution of, or acquisition or transfer of Control of, the Franchisee or any Person which has more than a **ten percent (10%)** interest in a Franchisee or has responsibility for or Control over a Franchisee’s operations or over the System; or
- (3) the rights or obligations held by the Franchisee under the Franchise are transferred, directly or indirectly, to another Person.

(B)            **“Control”** means the legal or practical ability to direct the affairs of another Person, either directly or indirectly, whether by contractual agreement, majority ownership interest, any lesser ownership interest, or in any other manner.

(C)            A rebuttable presumption that a change, acquisition, or transfer of Control has occurred shall arise upon the acquisition or accumulation of a **ten percent (10%)** or larger ownership interest by any Person or group of Persons acting in concert, none of whom already have more than a **fifty percent (50%)** ownership interest, alone or collectively.

(D)            Notwithstanding the foregoing, “Franchise Transfer” does not include:

- (1) disposition or replacement of worn out or obsolete equipment, property or facilities in the normal course of operating a Cable System, including the renewal or extension of equipment or property leases and contracts; or
- (2) acquisition, transfer, sale or other disposition of leases, licenses, easements, and other interests in real property in the normal

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- course of operating a Cable System and not involving the relinquishment of any right or power affecting the Franchisee's ability to provide services in whole or in part; or
- (3) pledge or mortgage of a Franchisee's assets to a financial institution in return for sums necessary to construct or operate (or both) the Cable System, provided that such pledge or mortgage and related agreements obligate and limit such financial institution as follows: any foreclosure or exercise of lien over the Franchise or facilities shall only be by assumption of Control over the entire Cable System; prior to assumption of Control, the institution shall notify the Village that it or a designee acceptable to the Village will take Control of and operate the System, and shall submit a plan for such operation insuring continued service and compliance with this Code and all Franchise obligations during the term the institution exercises such Control; and the institution shall not exercise Control for longer than **one (1) year** unless extended by the Village for good cause and shall prior to the expiration of such period (as extended) obtain the Village's approval of a Franchise Transfer for the remaining term of the Franchise or award of a new Franchise to another qualified Person pursuant to this Code.

**8-1-13**        **FRANCHISEE.** "Franchisee" shall mean a Person that has been granted a Franchise by the Village in accordance with this Code.

**8-1-14**        **GROSS REVENUES.** "Gross Revenues" shall mean any and all cash, credits, property or other consideration of any kind or nature, received directly or indirectly, by a Franchisee or its Affiliates or any Person, arising from, attributable to, or in any way derived from the operation of a Cable System to provide Cable Services, including the studios and other facilities associated therewith, within the Village. "Gross Revenues" include, by way of illustration and not limitation, monthly fees charged Subscribers for any basic, optional, premium, per-channel, per-program, or other service; installation, disconnection, reconnection, and change-in-service fees; leased channel fees; late fees and processing fees; fees or payments received from programmers for carriage of programming on the System (which does not include contributions of joint marketing efforts); revenues from rentals or Sales of converters or other equipment; studio rental and production fees; advertising revenues; revenues from program guides; and revenues from home shopping and bank-at-home channels. "Gross Revenues" shall not include any Franchise fees hereunder or any taxes on services furnished by a Franchisee or other Person which are imposed directly on any Subscriber or User by the United States, the State of Illinois, the Village, or other governmental unit and which are collected by a Franchisee or other Person on behalf of said

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governmental unit. "Gross Revenues" shall not include revenues of another Person to the extent already included in the "Gross Revenues" of one Person hereunder, or any proceeds from the sale or exchange of the System. "Gross Revenues" shall not include revenues for goods and services which are not provided over the System, even if such goods and services are ordered using the System. In the event a Person receives revenues for operations within and without the Village of which no specific portion can be attributed to operations in the Village, "Gross Revenues" with respect to such revenues shall mean the portion thereof derived by multiplying such revenues by a fraction, the numerator of which is the number of Subscribers in the Village and the denominator of which is the total number of Subscribers in the area generating such revenues.

**8-1-15**            **NORMAL BUSINESS HOURS.** "Normal Business Hours" means 8 a.m. to 5 p.m. Monday through Friday.

**8-1-16**            **NORMAL OPERATING CONDITIONS.** "Normal Operating Conditions" means those service conditions that are within the control of a Franchisee. Conditions that are not within the control of a Franchisee include, but are not limited to, natural disasters, civil disturbances, power outages in excess of **two (2) hours** in length, telephone network outages, and severe or unusual weather conditions. Conditions that are within the control of a Franchisee include, but are not limited to, special promotions, rate increases, regular peak or seasonal demand periods, maintenance or upgrade of the Cable System, and power outages of **two (2) hours** or less in length.

**8-1-17**            **PERSON.** "Person" shall mean an individual, partnership, limited liability corporation or partnership, association, joint stock company, trust, organization, corporation, or other entity, or any lawful successor thereto or transferee thereof, but such term does not include the Village.

**8-1-18**            **PUBLIC RIGHT-OF-WAYS.** "Public Right-of-Ways" shall mean the surface, the air space above the surface, and the area below the surface of any public street, right-of-way, highway, lane, path, alley, way for public service facilities, sidewalk, boulevard, drive, bridge, tunnel, park, parkway, waterway, easement, playgrounds, school grounds, or similar property in which the Village now or hereafter holds any property interest, which, consistent with the purposes for which it was dedicated, may be used for the purpose of installing and maintaining a Cable System. No reference herein, or in any Franchise Agreement, to a "Public Right-of-Way" shall be deemed to be a representation or guarantee by the Village that its interest or other right to control the use of such property is sufficient to permit its use for such purposes, and a Franchisee shall be deemed to gain only those rights to use as are properly in the Village and as the Village may have the undisputed right and power to give.

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**8-1-19**        **RFP.** “RFP” stands for request for proposal.

**8-1-20**        **SALE.** “Sale” shall mean any sale, exchange, or barter transaction.

**8-1-21**        **SERVICE INTERRUPTION.** “Service Interruption” means the loss of picture or sound on one or more cable channels.

**8-1-22**        **SUBSCRIBER.** “Subscriber” shall mean any Person who legally receives any cable service delivered over a Cable System and the Village in its capacity as a recipient of such service.

**8-1-23**        **USER.** “User” shall mean a Person utilizing part or all of a Cable System for purposes of producing or transmitting Video Programming or Other Programming services as contrasted with the receipt thereof in the capacity of a Subscriber.

**8-1-24 - 8-1-27**        **RESERVED.**

### DIVISION III - GRANT OF FRANCHISE

**8-1-28**        **GRANT OF FRANCHISE.** The Village may grant **one (1)** or more cable television Franchises containing such provisions as are reasonably necessary to protect the public interest, and each such Franchise shall be awarded in accordance with and subject to the provisions of this Code. This Code may be amended from time to time, and in no event shall this Code be considered a contract between the Village and a Franchisee such that the Village would be prohibited from amending any provision hereof; provided, no such amendment shall in any way impair any contract right or increase obligations of a Franchisee under an outstanding and effective Franchise except in the lawful exercise of the Village’s police power.

**8-1-29**        **FRANCHISE REQUIRED.**

(A)        No Person may construct, operate, or maintain a Cable System or provide Cable Service over a Cable System within the Village without a Franchise granted by the Village authorizing such activity. No person may be granted a Franchise without having entered into a Franchise Agreement with the Village pursuant to this Code. For the purpose

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of this provision, the operation of part or all of a Cable System within the Village means the use or occupancy by facilities of Public Right-of-Ways within the Village whether or not any Subscriber within the Village is served. A System shall be deemed as using or occupying Public Right-of-Ways even though such use or occupancy is solely by reason of use of distribution facilities furnished by a telephone or other company pursuant to tariff or contract. A System shall not be deemed as operating within the Village even though service is offered or rendered to **one (1)** or more Subscribers within the Village, if no Public Right-of-Way is used or occupied. The location within the Village of a microwave or similar relay, interconnection or program origination facility not involving the use or occupancy of Public Right-of-Ways shall not be deemed operation within the Village. In all respects, Franchise Agreements shall be issued so as to provide equal protection under the law and to prevent unlawful disparate treatment of Persons which operate or construct Cable Systems or provide Cable Services over a Cable System, including as required by **65 ILCS Sec. 5/11-42-11**.

(B) To the extent a Common Carrier (or any other Person) is providing Video Programming to subscribers using Radio Communications, such Common Carrier (or other Person) must obtain a Franchise as required pursuant to this Code but shall not be subject to requirements imposed by the Cable Act through this Code. To the extent a Common Carrier is providing transmission of Video Programming on a Common Carrier basis, such Common Carrier must obtain a Franchise as required pursuant to this Code but shall not be subject to requirements imposed by the Cable Act through this Code (but this Section shall not affect the treatment of a facility of a Common Carrier as a Cable System). To the extent a Common Carrier (or any other Person) is providing Video Programming by means of an Open Video System pursuant to certification approved by the FCC, such Common Carrier (or other Person) need not obtain a Franchise pursuant to this Code but shall be subject to requirements imposed by the Cable Act through this Code as permitted by federal law, and shall pay to the Village fees on Gross Revenues for the provision of Cable Service equal to and in lieu of the franchise fee imposed hereunder on Cable Operators in accordance with the provisions of this Code. To the extent that a Common Carrier is providing Video Programming to its Subscribers in a manner other than that described above in this Subsection (B) such Common Carrier must obtain a Franchise as required pursuant to this Code and shall be subject to requirements imposed by the Cable Act through this Code.

**8-1-30**        **LENGTH OF FRANCHISE.** No Franchise shall initially be granted for a period of more than **twenty (20) years** or less than **four (4) years**, except that a Franchisee may apply for renewal or extension pursuant to this Code.

**8-1-31**        **FRANCHISE CHARACTERISTICS.**

(A) A Franchise authorizes use of Public Right-of-Ways for installing, operating, and maintaining cables, wires, lines, optical fiber, underground conduit, and other devices necessary and appurtenant to the operation of a Cable System to provide Cable

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Services within a Franchise Area, but does not expressly or implicitly authorize a Franchisee to provide service to, or install a Cable System on private property without owner consent through eminent domain or otherwise (except for use of compatible easements pursuant to and consistent with Section 621 of the Cable Act, 47 U.S.C. § 541(a)(2)), or to use publicly or privately owned poles, ducts or conduits without a separate agreement with the owners.

(B) A Franchise shall not mean or include any franchise, license, or permit for the privilege of transacting and carrying on a business within the Village as generally required by the ordinances and laws of the Village other than this Cable Communications Regulatory Code, or for attaching devices to poles or other structures, whether owned by the Village or other Person, or for excavating or performing other work in or along Public Right-of-Ways. A Franchise shall not confer any authority to provide Telecommunications Services or any other communications services besides Cable Services. A Franchise shall not confer any implicit rights other than those mandated by federal, state or local law.

(C) A Franchise is non-exclusive and will not explicitly or implicitly: preclude the issuance of other Franchises to operate Cable Systems within the Village; affect the Village's right to authorize use of Public Right-of-Ways by other Persons to operate Cable Systems or for other purposes as it determines appropriate; or affect the Village's right to itself construct, operate, or maintain a Cable System, with or without a Franchise; provided, however, that in considering whether to grant a franchise in addition to an existing franchise or to own, lease, and/or operate a municipal system, the Village shall comply with State law, including **65 ILCS Sec. 5/11-42-11**.

(D) Once a Franchise Agreement has been accepted and executed by the Village and a Franchisee, such Franchise Agreement shall constitute a valid and enforceable contract between the Franchisee and the Village, and the terms, conditions, and provisions of such Franchise Agreement, subject to this Code and all other duly enacted and applicable laws, shall define the rights and obligations of the Franchisee and the Village relating to the Franchise.

(E) All privileges prescribed by a Franchise shall be subordinate to any prior lawful occupancy of the Public Right-of-Ways, and the Village reserves the right to reasonably designate where a Franchisee's facilities are to be placed within the Public Right-of-Ways through its generally applicable permit procedures without materially adding to the obligations of the Franchisee.

(F) A Franchise shall be a privilege that is in the public trust and personal to the original Franchisee. No Franchise Transfer shall occur without the prior written consent of the Village upon application made by the Franchisee pursuant to this Code and the Franchise Agreement, which consent shall not be unreasonably withheld, and any purported Franchise Transfer made without application and prior written consent shall be void and shall be cause for the Village to revoke the Franchise Agreement.

**8-1-32**      **FRANCHISEE SUBJECT TO OTHER LAWS, POLICE POWER.**

(A) A Franchisee shall at all times be subject to and shall comply with all applicable federal, state, and local laws, including this Code. A Franchisee shall at all times



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be subject to all lawful exercise of the police power of the Village, including but not limited to all rights the Village may have under 47 U.S.C. § 552, all powers regarding zoning, supervision of construction, assurance of equal employment opportunities, control of Public Right-of-Ways, and consumer protection.

(B) No course of dealing between a Franchisee and the Village, or any delay on the part of the Village in exercising any rights hereunder, shall operate as a waiver of any such rights of the Village or acquiescence in the actions of a Franchisee in contravention of such rights except to the extent expressly waived in writing or expressly provided for in a Franchise Agreement.

(C) The Village shall have full authority to regulate Cable Systems, Franchisees, and Franchises as may now or hereafter be lawfully permissible. Except where rights are expressly waived by a Franchise Agreement, they are reserved, whether or not expressly enumerated.

**8-1-33            INTERPRETATION OF FRANCHISE TERMS.**

(A) In the event of a conflict between this Code and a Franchise Agreement, the provisions of the Franchise Agreement control except where the conflict arises from the lawful exercise of the Village's police power.

(B) The provisions of this Code and a Franchise Agreement will be liberally construed in accordance with generally accepted rules of contract construction and to promote the public interest.

**8-1-34            OPERATION OF A CABLE SYSTEM WITHOUT A FRANCHISE.**

Any person who occupies Public Right-of-Ways for the purpose of operating or constructing a Cable System or provides Cable Service over a Cable System and who does not hold a valid Franchise from the Village shall be subject to all requirements of this Code, including but not limited to its provisions regarding construction and technical standards and Franchise fees. In its discretion, the Village at any time may by ordinance: require such Person to enter into a Franchise Agreement within **thirty (30) days** of receipt of a written notice to such Person from the Village that a Franchise Agreement is required; require such Person to remove its property and restore the affected area to a condition satisfactory to the Village within such time period; grant a revocable permit to operate for a period not to exceed **two (2) years** provided such period begins on the expiration date of a Franchise previously issued to such Person; direct municipal personnel to remove the property and restore the affected area to a condition satisfactory to the Village and charge the Person the costs therefor, including by placing a lien on the Person's property as provided in connection with abating nuisances; or take any other action it is entitled to take under applicable law. In no event shall a Franchise be created unless it is issued by ordinance of the Village pursuant to this Code and subject to a written Franchise Agreement.

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**8-1-35**      **ACTS AT FRANCHISEE'S EXPENSE.** Any act that a Franchisee is or may be required to perform under this Code, a Franchise Agreement, or applicable law shall be performed at the Franchisee's expense, without reimbursement by the Village, unless expressly provided to the contrary in this Code, the Franchise Agreement, or applicable law.

**8-1-36**      **EMINENT DOMAIN.** Nothing herein shall be deemed or construed to impair or affect, in any way or to any extent, the Village's power of eminent domain. The Village may exercise its right of eminent domain on behalf of a Franchisee consistent with **65 ILCS Sec. 5/11-42-11.**

**8-1-37**      **EXCLUSIVE CONTRACTS AND ANTICOMPETITIVE ACTS PROHIBITED.**

(A)            No Franchisee or other multi-channel video programming distributor shall enter into or enforce an exclusive contract for the provision of Cable Service or other multi-channel video programming with any Person, or demand the exclusive right to serve a Person or location, as a condition of extending service to that or any other Person or location.

(B)            No Franchisee or other multi-channel video programming distributor shall engage in acts that have the purpose or effect of limiting competition for the provision of Cable Service or services similar to Cable Service in the Village, except for such actions as are expressly authorized by law.

(C)            Property owners, condominium associations, managing agents, lessees, and other persons in possession or control of any residential building within a Franchise Area shall comply with **65 ILCS Sec. 5/11-42-11.1.**

**8-1-38 - 8-1-39**      **RESERVED.**

**DIVISION IV - APPLICATIONS FOR GRANT, RENEWAL, MODIFICATION,  
OR TRANSFER OF FRANCHISES**

**8-1-40**      **WRITTEN APPLICATION.**

(A)            A written application shall be filed with the Village Clerk for: grant of an initial Franchise; renewal of a Franchise under 47 U.S.C. § 546(a)-(g) or § 546(h); modification of a Franchise Agreement; or Franchise Transfer. An applicant shall demonstrate in its application compliance with all requirements of this Code and all applicable laws.

(B)            To be acceptable for filing, a signed original of the application shall be submitted together with **ten (10) copies.** The application must be accompanied by the required

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filing fees, conform to any applicable request for proposals, and contain all required information. All applications shall include the names, addresses, and telephone numbers of Persons authorized to act on behalf of the applicant with respect to the application.

(C) All filed applications shall be made available by the Village Clerk for public inspection. Each filed application shall be reviewed promptly by the Village for completeness.

**8-1-41 APPLICATION FOR GRANT OF A FRANCHISE, OTHER THAN A CABLE ACT RENEWAL FRANCHISE.**

(A) Upon receipt of an application for a Franchise other than a Cable Act Renewal Franchise, the Village Board may commence a proceeding to identify the future cable-related needs and interests of the community. Upon completion of that proceeding, or after receipt of the application if no such proceeding is commenced, the Village Board shall either evaluate the application or issue an RFP, which shall be mailed to the applicant and made reasonably available to any other interested Person. The procedures, instructions, and requirements set forth in an RFP shall be followed by each applicant as if set forth and required herein. The Village may seek additional information from any applicant and establish deadlines for the submission of such information. If the Village issues an RFP, it shall evaluate all timely responses.

(B) In evaluating an application for a Franchise including a response to an RFP, the Village shall consider, among other things, the following factors:

- (1) The extent to which the applicant substantially complied with the applicable law and the material terms of any franchises in other communities.
- (2) Whether the quality of the applicant's service under any franchises in other communities, including signal quality, response to customer complaints, billing practices, and the like, was reasonable in light of the needs and interest of the communities served.
- (3) Whether there is adequate assurance that the applicant has the financial, technical, and legal qualifications to provide Cable Service in the Village.
- (4) Whether the application satisfies any minimum requirements established by the Village and is otherwise reasonably likely to meet the future cable-related needs and interest of the community, taking into account the cost of meeting such needs and interests.
- (5) Whether there is adequate assurance the applicant will provide suitable Public, Educational, and Governmental Access Facilities.
- (6) Whether issuance of a Franchise is warranted and in the public interest considering the immediate and future effect on the Public Right-of-Ways that would be used by the Cable System, including the extent to which installation or maintenance as

planned would require replacement of property or involve disruption of property, public services, or use of the Public Right-of-Ways.

- (7) Whether the applicant or an Affiliate of the applicant owns or controls any other Cable System in the Village, or whether grant of the application may eliminate or reduce competition in the delivery of Cable Service in the Village.

(C) If the Village Board finds that it is in the public interest to issue a Franchise considering the factors set forth above, the Village shall prepare a final written Franchise Agreement under this Code that incorporates, as appropriate, the commitments made by the applicant and establish a deadline for the applicant to sign it and submit it for approval. If the applicant signs the Franchise Agreement and timely submits it for approval, the Village shall issue a Franchise by ordinance adopted no less than **thirty (30) days** after the filing of the original application.

(D) If the Village Board denies a Franchise, it will issue a written decision explaining why the Franchise was denied.

(E) Prior to deciding whether or not to issue a Franchise, the Village Board shall hold a public hearing; however, the Village may reject without hearing any application that is incomplete or fails to respond fully to an RFP.

(F) This Code is not intended and shall not be interpreted to grant standing to challenge the issuance of a Franchise to another Person, or to limit such standing.

(G) If an application seeks authority for a Franchise in addition to an existing Franchise, the Village shall comply with State law, including **65 ILCS Sec. 5/11-42-11**.

#### **8-1-42**      **APPLICATION FOR GRANT OF A CABLE ACT FRANCHISE**

**RENEWAL.** Applications for Franchise renewal under the Cable Act shall be received and reviewed in a manner consistent with Section 626 of the Cable Act, 47 U.S.C. § 546. If neither a Franchisee nor the Village activates in a timely manner, or can activate, the renewal process set forth in 47 U.S.C. § 546(a)-(g) (including, for example, if the provisions are repealed), and except as to applications submitted pursuant to 47 U.S.C. § 546(h), the provisions of **Section 8-1-41** shall apply and a renewal request shall be evaluated using the same criteria as any other request for a Franchise. The following requirements shall apply to renewal requests properly submitted pursuant to the Cable Act:

(A)

- (1) If the provisions of 47 U.S.C. § 546(a)-(g) are properly invoked, the Village Board shall, in accordance with the time limits of the Cable Act, commence and complete a proceeding to review the applicant's performance under the Franchise during the then current Franchise term and to identify future cable-related community needs and interests. Upon completion of the proceeding, the Village Board may issue a RFP. The Village