

CHAPTER 13

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Part 1

Licensing of Outdoor Amusements

§101. Definitions.

OUTDOOR AMUSEMENT - includes any outdoor theatrical, musical or dramatic performance, festival, or carnival, or any other outdoor exhibition, show, entertainment, or amusement of any nature or kind, for which an admission fee is charged or for which money or any other reward of any nature is in any manner demanded, expected or received. The term "outdoor amusement" shall not include any church or school affair, nor any performance or exhibition conducted solely for benevolent or charitable purposes; however, all such exempt activities shall notify the Township Secretary in writing at least thirty (30) days in advance of their scheduled activity of all details. [Ord. 3-1991]

PERSON - any natural person, partnership, association, firm or corporation.

In this Part 1, the singular shall include the plural and the masculine shall include the feminine and the neuter.

(Ord. 1-1970, 8/25/1970, §1; as amended by Ord. 3-1991, 12/30/1991)

§102. License Required. No person either as principal or agent shall conduct or hold any "outdoor amusement" in the Township of West Nottingham unless the same shall have been licensed according to the provisions of this Part 1. An application for the license required by this Part 1 must be filed with the Secretary of the Board of Supervisors at least sixty (60) days before the date on which the outdoor amusement is proposed to be held. Such application shall be in writing and shall include:

1. The name and business address of the person who proposes to conduct the outdoor amusement;
2. The type of outdoor amusement proposed;
3. The date or dates on which the proposed outdoor amusement is to be conducted;
4. The hours during which the proposed outdoor amusement is to be conducted on each date submitted as required by §102(3) above;
5. The site on which the proposed outdoor amusement is to be conducted; and
6. The number of people per performance per day which the applicant estimates will attend the proposed outdoor amusement.

A separate application must be filed for each site and every application must be duly acknowledged and contain a statement that the facts set forth therein are true and correct under the penalties of perjury. The Secretary of the Board shall provide official application forms which must be used by the applicant.

(Ord. 1-1970, 8/25/1970, §2)

§103. License Requirements. No license shall be issued under this Part 1 until:

1. The application required by this Part 1 has been approved by the Board of Supervisors; and

2. A certified copy of all State and county permits are filed with the Secretary of the Board of Supervisors in any instance in which such state and county permits are required to conduct the proposed outdoor amusement; and

3. The Board of Supervisors, or their agents, have inspected the premises where the proposed outdoor amusement is to be held to ascertain whether such premises are suitable for the purpose and free from unsanitary, dangerous or hazardous features; and

4. The cash bond required by this Part 1 has been paid; and

5. The evidence of public liability insurance required by this Part 1 has been filed with the Secretary of the Board; and

6. The license fee required by this Part 1 has been paid.

The Board may cause any other investigation or inspection to be made to secure the facts needed by it to determine if the application should be approved and the license granted. It may reject the application and refuse to grant the license if any unsanitary, hazardous or dangerous conditions exist, or if the location is deemed by it unsuitable because the conduct of the proposed outdoor amusement thereon would create a traffic hazard, or because of the lack of accommodations for the number of persons and/or vehicles likely to be attracted thereto, or if the proposed outdoor amusement is likely to create unnecessary annoyance to the residents or inhabitants of the locality. In every case, the Board of Supervisors, approving the application and issuing a license, shall state in the license the type of outdoor amusement authorized and the time for which the license is to remain in effect.

(Ord. 1-1970, 8/25/1970, §3)

§104. License Application. Every person applying for a license for an outdoor amusement under this Part 1 shall deposit with the Township Treasurer a cash bond in the sum of twenty-five thousand (\$25,000.00) dollars conditioned for the faithful observance of the provisions of this Part 1 and the saving harmless of the Township of West Nottingham from any and all liabilities and causes of action which might arise by virtue of the granting of such license in said Township, and conditioned further that no damage will occur to the streets, bridges and other public or private property in the Township, or adjacent thereto, as a result of the outdoor amusement and that the licensee will not permit any dirt, paper, litter or other debris from the outdoor amusement to remain thereon. Said bond shall also be a guarantee for treating with suitable dust layer those unpaved roads in the vicinity of the licensed premises designated by the Board of Supervisors. Before any program is commenced, the licensee shall treat the roads so designated by the Board of Supervisors with suitable dust layer approved by the Board. Such cash bond shall be returned upon certification by the Board of Supervisors that all conditions of this Part 1 have been complied with and that the aforesaid property and roads have been placed in a neat condition and all debris removed. Said cash bond be further conditioned that the applicant will pay the necessary license fees to the Township Secretary. (Ord. 1-1970, 8/25/1970, §4)

§105. Public Liability Insurance Policy. A public liability insurance policy in amounts of not less than five million dollars (\$5,000,000.00) for personal injury and five hundred thousand dollars (\$500,000.00) for property damage, naming the Township, its supervisors and any persons working as volunteers or in any other capacity for said Township as additional insureds shall be in force and effect during the period in which such outdoor amusement is to be conducted in the Township. This policy shall be submitted to the Township Secretary with the application for a license and shall be subject to the approval of the Township Solicitor. (Ord. 1-1970, 8/25/1970, §5; as amended by Ord. 1-2003, 4/1/2003)

§106. License Fees. Before a license shall be issued to any person whose application under this Part 1 has been approved by the Board of Supervisors, that person shall pay to the Township Secretary a fee. The amount of the license fee shall be established from time to time by resolution of the Board of Supervisors. (Ord. 1-1970, 8/25/1970, §6; as amended by Ord. 3-1991, 12/30/1991)

§107. Issuance of License. When all of the requirements of this Part 1 have been met and the application has been approved by the Board, the Township Secretary shall issue a license hereunder to conduct the outdoor amusement. The license shall in every case state:

1. The name and business address of the person authorized to conduct the outdoor amusement;
2. The type of outdoor amusement authorized;
3. The date or dates on which the proposed outdoor amusement is to be conducted;
4. The hours during which the outdoor amusement is to be conducted on each date or dates authorized by §102(3) above;
5. The site on which the outdoor amusement is to be conducted; and
6. The hour and date on which the license shall expire.

A separate license must be issued for every site and a separate fee paid for each. A license shall not be assignable.

(Ord. 1-1970, 8/25/1970, §7)

§108. Inspection of the Licensed Site. After any license has been issued under this Part 1, the Board of Supervisors, or their agents, shall inspect the site designated therein before any program, show, or entertainment is begun to insure that no dangerous, hazardous and unsanitary conditions exist. The licensee shall correct any such dangerous, hazardous and unsanitary conditions which may exist before any program, show or entertainment is begun. If he does not, his license shall forthwith be revoked, and no part of the license fee shall be refunded. (Ord. 1-1970, 8/25/1970, §8)

§109. Permit for any Unnecessary or Unreasonable Noise. No holder of a license under this Part 1 shall make or permit to be made any unnecessary or unreasonable noise by loud speaker, amplifying device or any other means which would disturb the residents in the vicinity of the premises wherein such licensed outdoor amusement is held. (Ord. 1-1970, 8/25/1970, §9)

§110. Directional Signs. At no time shall any directional signs to the site named in the application for license hereunder be posted along any roads in the Township except those designated by the Board of Supervisors. (Ord. 1-1970, 8/25/1970, §10)

§111. Prohibited Acts Upon Licensed Site. No person granted a license under this Part 1 shall permit upon the site named therein:

1. Any disorderly or immoral conduct;
2. Any gambling;
3. Any sale of obscene literature, pictures, film or other objects;
4. Any indecent, immoral or lewd act or performance; or
5. Any possession, sale or use of intoxicants and/or drugs of any kind.

(Ord. 1-1970, 8/25/1970, §11)

§112. Revocation of License. The Board of Supervisors shall forthwith revoke any license granted under this Part 1 if at any time dangerous, hazardous, and unsanitary conditions develop on the site designated in the license or if the licensee violates in any way any provision of this Part 1, and no part of the license fee shall be refunded. (Ord. 1-1970, 8/25/1970, §12)

§113. Penalty for Violations. Any person who shall violate any of the provisions of this Part 1, shall, upon conviction thereof, be sentenced to pay a fine of not more than three hundred (\$300.00) dollars and costs of prosecution for each violation thereof, and, in default of payment of such fine and costs, to imprisonment for not more than ninety (90) days. (Ord. 1-1970, 8/25/1970, §13; as amended by Ord. 3-1991, 12/30/1991)

Part 2

Licensing of Junk Yards

§201. Short Title. This Part 2 shall be known and may be cited as "Township Junk Yard and Refuse Ordinance." (Ord. 4-1967, 11/30/1967, §1)

§202. Definitions. Unless otherwise expressly stated, the following words and phrases shall be construed throughout this Part 2 to have the meanings herein indicated:

ABANDONED MOTOR VEHICLE - any vehicle not bearing a valid registration license or a valid inspection certificate, excluding, however, officially registered "antique motor vehicles".

JUNK - any discarded material or articles and shall include, but not be limited to, scrap metal, scrapped, abandoned or junked motor vehicles, or parts thereof, machinery equipment, paper, glass, containers, and structures. It shall not include, however, refuse or garbage kept in a proper container for the purpose of prompt disposal.

JUNK DEALER - any person, as hereinafter defined, who shall engage in the business of selling, buying, salvaging, dealing in junk and who maintains and operates a junk yard with the Township of West Nottingham.

JUNK YARD - any place where any junk as hereinbefore defined, is stored, disposed of, or accumulated.

LICENSE - the permit granted to a person who accumulates, stores or disposes of junk as hereinbefore defined.

PERSON - any partnership, association, firm or corporation.

(Ord. 4-1967, 11/30/1967, §2)

§203. License. No person shall engage in business as a junk dealer, or maintain a junk yard without first having obtained a license from the Board of Supervisors of West Nottingham Township for which license a fee in accordance with the schedule hereinafter set forth shall be paid to the Township for the use of the Township. The license shall be issued for the twelve (12) month period beginning January 1, and ending December 31 of the same year, and each license must be renewed annually on or before the first day of January of each year. (Ord. 4-1967, 11/30/1967, §3)

§204. Application for License. The license provided for in this Part 2 shall be issued by the Board after written application shall have been made therefor by the person desiring to be licensed. Such license shall state the name of the person to whom such license is issued and the premises on which such business is to be conducted, or such junk yard is to be maintained. Such license shall be posted conspicuously upon the premises licensed thereunder. The written application for license hereinabove mentioned shall be accompanied by a form, every question of which must be answered, which form will be supplied by the Board. Applicant shall also submit therewith a plot of the premises used or to be used in connection with such license. (Ord. 4-1967, 11/30/1967, §4)

§205. Issuance of License. Upon receipt of an application by the Board, the Board shall issue a license or shall refuse to issue a license to the person applying therefore after an examination of the application and taking into consideration the suitability of the property proposed to be used for the purposes of the license, the character both economic and aesthetic. In the event the Board shall issue a license it may impose upon the license and person applying therefor such terms and conditions in addition to the regulations therein contained and adopted pursuant to this Part 2 as may be deemed necessary to carry out the spirit and intent of this Part 2. (Ord. 4-1967, 11/30/1967, §5)

§206. License Fee. The license fee shall be paid immediately upon the issuance of or renewal of a license. The amount of the license fee shall be set, from time to time, by resolution of the Board of Supervisors. (Ord. 4-1967, 11/30/1967, §6; as amended by Ord. 3-1991, 12/30/1991)

§207. License Limitation. No person licensed under this Part 2 shall, by virtue of one (1) license, keep more than one place of business within the Township or maintain more than one (1) junk yard, for the purpose of buying, selling and dealing in junk. No person shall engage in business as a junk dealer in any place other than the place designated upon his license, or maintain a junk yard in any place other than the place designated upon his license. (Ord. 4-1967, 11/30/1967, §7)

§208. Transfer of License. No license issued by the Board shall be transferrable by the licensee to any other person unless such a transfer is authorized by the Board. Any person desiring to transfer his license shall notify the Board in writing, which notification shall be accompanied by an application for a license, as described in §204 of this Part 2, by the transferee. (Ord. 4-1967, 11/30/1967, §8)

§209. Transfer Fee. In the event the Board shall approve the transfer of a license the transferee shall immediately pay to the Township a transfer fee as established and set, from time to time, by resolution of the Board of Supervisors. (Ord. 4-1967, 11/30/1967, §9; as amended by Ord. 3-1991, 12/30/1991)

§210. Records. Every person, licensed under this Part 2, shall provide and shall constantly keep a book, in which shall be fairly written down in the English language at the time of the purchase of any junk, a description of every article or material purchased or received by him, the date and hour of such purchase and person from whom such article or material was purchased, received or handled by such person shall be at all times subject to the inspection of any official of the Township. (Ord. 4-1967, 11/30/1967, §10)

§211. Delay in Disposal. Every person, licensed under this Part 2, shall keep and retain upon the licensed premises, for a period of forty-eight (48) hours after the purchase or receipt thereof, all junk received or purchased by him, and he shall not disturb or reduce the same or alter the original form, shape or condition until such period of forty-eight (48) hours shall have elapsed. (Ord. 4-1967, 11/30/1967, §11)

§212. Regulations. Every person licensed under this Part 2 shall constantly maintain the licensed premises in accordance with any special provisions imposed by the Board and in the manner prescribed by this section and any subsequent regulations adopted by the Board:

1. Such premises shall at all times be maintained so as not to constitute a nuisance or a menace to the health of the community or of residents nearby or a place for the breeding of rodents and vermin.

2. No garbage or other organic waste shall be stored in such premises.

3. Whenever any motor vehicle shall be received in such premises as junk, all fluids shall be handled in accordance with applicable State and Federal regulations. [Ord. 3-1991]

4. The manner of storage and arrangement of junk, and the drainage facilities of the premises shall be such as to prevent the accumulation of stagnant water upon the premises and to facilitate access for fire-fighting purposes.

5. All junk kept, stored, or arranged on the licensed premises shall at all times be kept, stored and arranged within the junk yard as described in the application for license hereunder, and as limited under §212(4) above.

6. The premises to be licensed shall be set back a minimum distance of fifty (50') feet from the right-of-way lines of all streets or roads or seventy-five (75') feet from the center line of all streets or roads, whichever distance is greatest, and the minimum distance of twenty-five (25') feet from all other property lines, the area between the set back line and the right-of-way line and all streets and roads and all other property lines, shall be at all times, kept clear and vacant.

7. When the Board shall deem it necessary and desirable, the premises to be licensed shall be at the set back lines enclosed by a fence of type and style to be determined by the Board or by evergreen screen plantings, or both. The Board may set forth the fence and planting requirement at the time of the issuance of a license or at the time of renewal of a license or transfer of a license.

8. Such premises shall have a visual barrier at least ten (10') feet high around the entire perimeter of the junk yard.

(Ord. 4-1967, 11/30/1967, §12; as amended by Ord. 3-1991, 12/30/1991)

§213. Prohibited Acts of Unlicensed Junk Yard. Any person, either as owner or tenant of real estate, excepting, however, those persons properly licensed hereunder, who permits any abandoned motor vehicle to be located on premises shall be considered in violation of this Part 2 and shall be subject to the penalties as herein provided for violations of this Part 2.

1. All existing junk yards shall have one hundred and twenty (120) days to comply with said junk yard ordinance.

(Ord. 4-1967, 11/30/1967, §13)

§214. Violations. Any person who shall violate any of the provisions of this Part 2 shall upon conviction thereof, by summary proceeding, be sentenced to pay of not more than three hundred (\$300.00) dollars and costs of prosecution, provided that each day's violation of any of the provisions of this Part 2 shall constitute a separate offense. (Ord. 4-1967, 11/30/1967, §14; as amended by Ord. 3-1991, 12/30/1991)

§215. Abatement of Nuisances. In addition to the remedies provided in §213, above, any continued violations of this Part 2 shall constitute a nuisance in fact or which shall in the opinion of the Board constitute a nuisance may be abated by proceeding against the violator in a court of equity for relief. (Ord. 4-1967, 11/30/1967, §15)

Part 3

Cable T.V.

§301. Definitions. The following words and phrases as used in this Part shall have the meaning ascribed to them in this Section unless the context clearly indicates otherwise. Words used in the present tense shall include the future tense; words used in the plural shall include the singular; and words used in the singular shall include the plural. "May" will be interpreted as permissive and "shall" will be interpreted as mandatory. Other terms not specifically defined will have the meaning generally accorded to them in the cable television industry.

BOARD - the Board of Supervisors, the governing body of West Nottingham.

CABLE TELEVISION SYSTEM - a system composed of antenna cables, wires, lines, towers, wave guides or any other conductors, converters, equipment or facilities, designed, constructed or wired for the purpose of producing, receiving, amplifying and distributing audio/visual, radio, television, electronic or electrical signals.

COMPANY - any cable television company licensed by the Commonwealth of Pennsylvania to do business in the State and authorized by the West Nottingham Township Board of Supervisors to construct operate and/or maintain a cable television system in the West Nottingham Township.

FRANCHISE - the right, privilege and authority granted by this Part to construct, maintain and operate a cable television over or under the streets in the Township.

FRANCHISE FEE - all monies required to be paid to the Township by the company for the right to operate a cable television system which are allowable by any Federal statute or regulation.

BASIC SERVICE - the programming service provided the company which includes any over the air television signals which the company may carry and is providing to all subscribers for payment of the lowest applicable monthly charge.

ADDITIONAL SERVICE - tier, pay channels or pay-per-view events offered by the company to subscribers for extra charges above the charge for basic service.

GROSS ANNUAL SUBSCRIBER REVENUE - any and all rents and other compensation received by the company from subscribers in payment and exchange for CATV service furnished.

PUBLIC STREET - the surface of and the space above and below any public street, public right-of-way or other public place in the Township of West Nottingham,* now or hereafter existing, which the Board may lawfully burden by the franchise hereby granted.

SUBSCRIBER - any person or entity contracting to receive

* Editor's Note: Ord. 1-92 read "Center."

CATV service and subject to the payment of rates provided for such service.

TOWNSHIP - the Township of West Nottingham, a municipal corporation under the Second Class Township Code, situate in the County of Chester of the Commonwealth of Pennsylvania.

FEDERAL COMMUNICATION COMMISSION or FCC - the Federal administrative agency authorized to regulate cable television under the statutes or laws of the United States and any successor agency of the United States lawfully exercising such authority.

(Ord. 1-92, 12/8/1992, §1)

§302. Grant of Authority.

1. The Board hereby grants to the company the nonexclusive franchise, right and privilege to enter upon public streets to construct, operate and maintain a CATV system in the Township, and for the purpose to erect, install, construct, repair, reconstruct, maintain and retain in, or over, under, upon, across and along any public street, poles, wires, cable, conductor, ducts, conduit vaults, manholes, amplifiers, appliances, attachments and other property as may be necessary or appurtenant thereto.

2. The Board hereby grants to the company the right to sell or rent the services provided by the operation of its CATV system to subscribers therefor and the further right to sell or rent related services thereto.

(Ord. 1-92, 12/8/1992, §2)

§303. Nonexclusive Grant. The franchise hereby granted is not exclusive and the Township shall have the right to grant one or more franchises during the term hereof, including the right to use and occupy public streets for CATV purposes. (Ord. 1-92, 12/8/1992, §3)

§304. Franchise Renewal. The renewal of this franchise at the end of its designated term will be in compliance with the terms and conditions of the Federal Cable Act of 1984 dealing with franchise renewal. (Ord. 1-92, 12/8/1992, §4)

§305. Fees and Reports.

1. In consideration of the right, license and privilege granted hereby and in order to defray any costs and expenses of the Township in connection with the execution, delivery, performance and administration of this agreement, the grantee shall pay to the Township, on or before December 31st of each calendar year during the term of this agreement, an amount equal to five (5) percent of the gross annual revenues of the grantee. The Township reserves the right, during the term of this agreement, to increase annual fee upon ninety (90) days written notice to the grantee. Any such increases shall comply with all Federal and State laws and all Federal and State regulations.

2. Not later than sixty (60) days after the close of each fiscal year of the grantee during the term of this agreement, the grantee shall file with the Township representative a written report, certified by the grantee's chief accounting officer, setting forth the amount of basic subscriber service receipts and premium service receipts paid to the grantee during such fiscal year.

3. The Township shall have the right to inspect and audit the grantee's records from which the payments hereunder are computed and to recompute the amount of such payments to correct errors in the computation and reporting of the same.

(Ord. 1-92, 12/8/1992, §5)

§306. Term of Franchise. The franchise hereby granted shall continue in force for a term fifteen (15) years after the effective date set forth in Section 5 thereof. (Ord. 1-92, 12/8/1992, §6)

§307. Conditions of Public Street Occupancy.

1. All transmission and distribution structures, lines and equipment erected by the company in public streets shall be so located as to cause no interference with the public's property use thereof, or the use of the Township thereof for public purposes, nor shall the company's use thereof interfere with the rights and reasonable convenience of the public. The CATV system shall be constructed and operated in compliance with current construction and electrical codes and shall be maintained in accordance with applicable revisions thereof. All pole installations and replacements and all buried service in public streets shall be subject to the prior approval of the Board.

2. The company shall construct, maintain and operate its facilities so as to cause no distortion to direct off-the-air television signals and the company shall, during the continuance of this franchise, provide facilities and service sufficient to meet the needs of its subscribers and shall maintain its facilities and service up-to-date and in keeping with technical progress. The company shall maintain and operate and render efficient service in accordance with rules and regulations as are or in the future may be set forth by the Board. The system shall be installed and maintained in accordance with good engineering practices, and any spurious electronic radiation must fall within the limits specified by the Federal Communications Commission. All construction must be done in a good and workmanlike manner, free of obvious defects which may be hazardous to life and limb, and in conformance with the standards set forth in the National Electric Safety Code. The company shall operate and maintain its cable system in full compliance with the standards set forth by the Federal Communications Commission and/or the Pennsylvania Public Utility Commission.

3. In case of disturbance of any public street, the company shall, at its own expense and in a manner approved by the Township, promptly replace and restore such public street in as good a condition as before the work involving such disturbance was done.

4. If any time during the period of the franchise, the Township shall elect to alter or change the grade of any public street, the company, at its own expense, upon reasonable notice by the Township, shall remove, relay, and relocate its poles, wires, cables, underground conduits, manholes and other fixtures.

5. The company shall, at its own expense and after reasonable notice, protect, support, temporarily disconnect, relocate or remove any company property when required by the Township by reason of traffic conditions,

public safety, street vacating, street conditions, change or establishment of street grade, installation of sewers, drains, water lines, power lines, signal lines or any other public facilities.

6. In case of disturbance of any street or paved area, the company shall, at its expense, and in a manner approved by the Township, replace and restore such street or paved area in as good condition as theretofore.

7. In areas where underground construction is required, the company shall construct all sections which are contiguous to the existing system and have at least fifty (50) homes per mile.

8. In all areas where the company has constructed its cable television system, the company shall provide service at the normal installation costs to potential subscribers whose homes can be reached by an aerial drop line of three hundred (300) feet or less.

Notwithstanding anything herein to the contrary, the company shall have the right to deny service if the above mentioned conditions are not met unless the subscriber or subscribers in question agree to reimburse the company for any extraordinary costs. In the case of subsections (7) and (8), above, extraordinary costs shall be one (1) cable subscriber assuming aerial construction density of fifteen (15) homes per mile and then current construction costs and penetration levels. In the case of subsection (8), above, extraordinary costs shall be costs in excess of the amount required to provide one (1) aerial cable drop of three hundred (300) feet at the then current cost.

(Ord. 1-92, 12/8/1992, §7)

§308. Pole Attachments.

1. The poles and posts used for the company's cable television system shall be those erected by the company or by such other persons, firms or corporations maintaining poles or posts within the Township limits, providing mutually satisfactory rental agreements can be entered into with such persons, firms or corporations. Philadelphia Electric Company, the Pennsylvania Bell Telephone Company and any other affected organizations shall cooperate with the company so that few additional poles in the Township public streets shall be necessitated.

2. The Township shall have the right where aerial construction exists, during the life of the franchise, free of charge, of maintaining upon the poles of the company within the Township limits such wire and pole fixtures as are necessary for a police and fire alarm systems, such wires and fixtures to be erected and maintained to the satisfaction of the company. The Township, in its use and maintenance of such wires and fixtures, shall at all times comply with the rules and regulations of the company so that there may be a minimum danger of contact or conflict between the wires and fixtures of the company and the wires and fixtures used by the Township.

3. The rights and powers conferred upon the company by this Part shall be subject to existing or future ordinances of the Township concerning the location of sewer and water lines (where underground construction is used) and electric light, electric power, telephone and telegraph wires and cables for the conveyance of electrical energy for any purposes.

(Ord. 1-92, 12/8/1992, §8)

§309. Company's Compliance with Applicable Laws and Ordinances.
 Notwithstanding any other provision of this Part to the contrary, the company and the Township shall at all times comply with all laws and regulations of the State and Federal government or any administrative agency thereof; provided, if any Federal or State law or regulation shall require the company to perform any action, or shall permit the company to perform any action, or shall prohibit the company from performing any action in conflict with the terms of this franchise or of any law or regulation of Township, the obligations expressed by the Federal or State regulation shall be controlling and observance of these Federal or State laws in conflict with this franchise shall not violate this franchise. (Ord. 1-92, 12/8/1992, §9)

§310. Indemnification.

1. The company shall, at all times, protect and hold harmless the Township, the Board, and all Township officers, agents and employees from all claims, actions, suits, liability, loss, expenses or damages of every kind and description, including investigation costs, court costs and attorney fees, which may accrue or be suffered on account of the claim by any person or persons arising out of the negligence of the company in the ownership, construction, repair, replacement, maintenance and operation of said cable television system and/or by reason of any license, copyright, property right or patent of any article or system used in construction of use in said CATV system. The Township shall give the company notice in writing of any such claims, actions and suits, without limitation, promptly following notice received by the Township.

2. Insurance

A. The company shall maintain in full force and effect during the term of the franchise hereby granted public liability insurance providing coverage to the Township as an additional named insured in the following minimum amounts:

Public Liability Insurance	\$300,000.00
Personal Injury or wrongful death to any one person:	\$1,000,000.00
Property Damage	\$100,000.00

B. Said insurance shall be provided by a company or companies authorized to do business in the Commonwealth of Pennsylvania and the coverage to be provided shall be subject to the approval of the Board acting upon the opinion of the Township Solicitor. Such insurance may contain reasonable self-insurance or deductible provisions not exceeding ten thousand dollars (\$10,000).

C. The Township reserves the right to require that any and all investigations of claims made by any person, firm or corporation against the Township arising out of any use or misuse of privileges granted to the company hereunder shall be made by, or, at the expense of, the company or its insurer.

3. No work, construction, erection, installation, operation or maintenance shall begin by the company under the authority of the franchise hereby granted until the company shall have first obtained and furnished to

the Township the insurance policies and the bond respectively specified in subsections (2) and (3) of this Section and the same have been approved by the Board. The rights, interests and privileges granted under this agreement shall be terminated upon the happening of any of the following conditions:

A. The expiration of fifteen (15) years from the date of this agreement; or

B. The mutual agreement of both parties to terminate the rights and privileges under this agreement; or

C. Any material breach of any material term or condition of this agreement. Township shall notify company of its intent to terminate and the reason(s) for such termination. Company shall be afforded sixty (60) days to cure the breach or to take affirmative action to commence a cure of said breach. If company fails to cure or to take affirmative action toward curing the breach within said sixty (60) day period, Township shall schedule public hearing on its intent to terminate the franchise. Company shall be afforded the due process rights of notice, representation and the right to be heard at said public hearing. After such public hearing, Township shall have the right to terminate company for just cause if said cause is so established or to impose a lesser penalty if it so desires. In the event that termination is imposed upon company, company shall have a period of six (6) months within which to sell, transfer and convey the community antenna system to a qualified purchaser at fair market value. During said six (6) month period, company shall be obligated to continue its operation of the community antenna system.

4. Prior to the expiration of this agreement, the company shall have the right to request a renewal under the same terms and conditions contained herein.

A. In order to exercise its right to renew, company shall make written application to the Township by letter at least eighteen (18) months prior to the expiration of the original term of any renewal term. If the company fails to file said application for renewal, the Township shall notify company and company shall have fifteen (15) days to file said application.

B. Within thirty (30) days of receipt of the application for renewal the Township shall appoint a Community Antenna System Review Committee (hereinafter "Committee"), whose membership shall consist of persons who are residents of the Township, to review the performance of the company.

C. The Committee shall determine in accordance with the standards set forth in Section (11) of this franchise, whether the agreement should be renewed. Provisions shall be made for community comment at a public meeting. Industry performance in comparable markets with comparable cable television systems may be considered.

D. After appointment of the Committee, the Committee shall have no more than four (4) months to determine Cable Television's eligibility for renewal and submit its recommendations to Township with a copy to company. Company shall have the right within thirty (30) days to present evidence concerning the Committee's recommendations to the Township.

E. Unless Township finds company's performance unsatisfactory pursuant to Section (11) of this franchise agreement, the franchise shall be renewed.

F. If the Township, during its review, finds company performance unsatisfactory, Township shall give company sixty (60) days to cure such problems or to take affirmative actions toward their corrections.

G. In the event that company is determined by the Township to have performed unsatisfactorily, and has been unable to cure such problem or has failed to take affirmative action toward correcting the problems within the time specified above, the Township may seek and evaluate new applicants.

H. If Township shall not renew the franchise, company shall not be excluded from submitting proposals during refranchising proceedings conducted by the Township.

(Ord. 1-92, 12/8/1992, §10)

§311. Expiration of Franchise. Upon expiration of the term of the franchise hereby granted, if the company shall not have acquired an extension or renewal thereof and accepted the same, the company shall have the right to enter upon the public streets of the Township for the purpose of removing company property and installations. Provided, however, that the company shall refill, at its own expenses, any excavation that shall be made by it, and shall leave said public streets in as good condition as that prevailing prior to the company's removal of its property. (Ord. 1-92, 12/8/1992, §11)

§312. Restriction Against Transfer. The company shall not sell or transfer its plant or system to another, other than a parent company or a wholly-owned subsidiary of the company, nor transfer any rights under this franchise to another without Township approval. Provided, that no sale or transfer shall be effective until the vendee, assignee or lessee has filed in the office of Township Secretary an instrument duly executed reciting the fact of sale, assignment or lease accepting the terms of the franchise and agreeing to perform all the conditions thereof. The Township's approval will not be unreasonably withheld and neither this Section nor other Sections of this Part and the franchise hereby granted shall preclude the mortgaging, hypothecating or assignment of certain rights in the system, or the pledge of stock by the company for the purpose of financing. (Ord. 1-92, 12/8/1992, §12)

§313. Reservation of Right to Further Amend the Franchise Hereby Granted. The Township reserves the right throughout the term of the franchise hereby granted at any time and from time to time, to adopt additional regulations governing the franchise hereby granted as it may deem required to serve the best interest of the Township and/or Township subscribers. Provided, that such regulations shall not be retroactively applied and shall not take effect sooner than thirty (30) days after their adoption. And, further provided, that the company shall be given reasonable opportunity to meet with the Board and discuss any proposed regulation prior to the Board's final action to consider adoption of said

proposed regulation. Any provision hereof to the contrary notwithstanding, the franchise hereby granted may not without the consent of the company be modified to:

- A. Reduce the franchised area;
- B. Reduce the term of the franchise hereby granted.

(Ord. 1-92, 12/8/1992, §13)

§314. Miscellaneous Provisions.

1. It shall be the policy of the Township to liberally amend this Part and the franchise hereby granted upon the company's application, when necessary to enable the company to take advantage of any developments in the field of transmission of television and radio signals which will afford the company the opportunity to more effectively, efficiently or economically serve subscribers.

2. When otherwise prescribed herein, all matters to be filed with the Township will be filed with the Township Secretary.

3. The company shall assume the cost of publication of this franchise as such publication is required by law.

4. The company shall provide, without charge, basic monthly service to each governmental building, fire station, police station, public school building or other building devoted to governmental purposes, abutting a public street served by the company's CATV system. The distribution of the cable facility inside each such building and the extent thereof shall be at the option and expense of the building owner.

5. In case of emergency or disaster, the company shall, upon the request of the Township, make available without charge its facilities to the Township throughout the emergency or disaster period.

(Ord. 1-92, 12/8/1992, §14)

§315. Federal Regulations. Any modification resulting from an amendment of Section 76.31 ("Franchise Standards") of the Rules and Regulations of the Federal Communications Commission shall be incorporated into this Part and shall govern the franchise hereby granted as of the date such modification becomes obligatory under FCC regulations, and in the event that no obligatory date may be established, within one (1) year after FCC adoption. (Ord. 1-92, 12/8/1992, §15)