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PART 1

PEDDLING AND SOLICITING

§13-101. Findings and Purposes.

1. Findings. The New Britain Township Board of Supervisors has determined that the safety and privacy of Township residents, particularly the elderly, may be jeopardized by fraudulent schemes to sell goods and services to Township residents, and that it is in the best interest of the Township to differentiate between certain categories of peddlers and solicitors.
2. Purposes. It is the purpose and intent of this Part to provide the Township with standards defining and regulating peddling and soliciting. These standards are intended to protect the safety and privacy of the residents of New Britain Township by regulating the behavior of peddlers and limiting peddler's access to residents who do not wish to interact with them.

(Ord. 03-05-01, 5/12/2003, §I)

§13-102. Definitions.

The following words shall have the following meanings when used in this Part, unless the context requires otherwise:

PEDDLER — any person who shall engage in peddling or soliciting.

PEDDLING or **SOLICITING** — engaging in the peddling, canvassing, soliciting, hawking, vending, taking of orders, selling, or offering for sale of any commercial services, goods, wares, merchandise, printed matter or food products by visitation to private homes or residences without the direct invitation of the inhabitants thereof, or on the public streets or highways of the Township.

(Ord. 03-05-01, 5/12/2003, §II)

§13-103. Posting.

Any person, firm or corporation who is the owner or lawful occupant of private property within New Britain Township may prohibit the practice of going in or upon the private property of such owner or occupant by peddlers by posting upon such property a sign which reads "No Peddling or Soliciting" in a location which is reasonably visible to persons who intend to enter upon such property.

(Ord. 03-05-01, 5/12/2003, §III)

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§13-104. Prohibition Against Entering Upon Posted Property.

Any and all peddlers are prohibited from entering upon any property that is posted with a "No Peddling or Soliciting" sign and may be prosecuted for trespassing.

(Ord. 03-05-01, 5/12/2003, §IV)

§13-105. Conduct of Peddlers.

Every peddler shall, in the carrying on of his or her business activities in the Township, comply with the following rules of conduct:

- A. The peddler shall carry official identification, such as a driver's license, upon his or her person at all times and shall exhibit it upon request of any person to whom the peddler is attempting to peddle to.
- B. The peddler shall not enter or attempt to enter any dwelling house or place of business without invitation or permission of the occupant and shall immediately leave the premises upon request.
- C. The peddler shall only engage in peddling or soliciting within the Township on Monday through Saturday during daylight hours. No peddling shall be allowed on Sundays or on any State or Federal holidays.
- D. The peddler shall not call out or shout to sell his or her services or goods, nor shall the peddler use any loudspeaker or horn or other device for announcing his or her presence by which the public is annoyed.
- E. The peddler shall not occupy any fixed location upon or along any of the streets, alleys or sidewalks of the Township for the purpose of peddling or soliciting, with or without any stand, counter or cart.
- F. The peddler shall not peddle in any Township park without first acquiring a permit from the Township's Zoning Officer.
- G. The peddler shall not park any vehicle upon or along any of the streets, alleys or sidewalks of the Township for the purpose of sorting, rearranging or cleaning any of his or her goods, wares or merchandise or of disposing of any carton, wrapping material or of any stock or wares or foodstuffs that have become unsaleable through handling, age or otherwise.

(Ord. 03-05-01, 5/12/2003, §V)

§13-106. Licensing of Commercial Peddlers.

1. Any person or organization desiring to engage in peddling within New Britain Township must first make application to the Police Department of New Britain Township for a license. The Police Department may require such information as the Chief of Police deems appropriate including, but not limited to, fingerprinting, photograph, prior criminal record, name of employer and type of solicitation being made to the public.
2. Every person intending to peddle within New Britain Township shall be required to file an application and obtain a license. No license issued under this Part shall be transferable from one person to another, and there shall be a three- to five-day waiting period between application and issuance of license.
3. All fees for peddling licenses shall be set by separate resolutions of the New Britain Township Board of Supervisors.
4. All licenses issued by the Police Department of New Britain Township shall be exhibited in clear view by the person soliciting at all times, and it shall not be altered or used by any other person except the applicant and licensee

(Ord. 03-05-01, 5/12/2003, §VI)

§13-107. Exemptions for Noncommercial Peddlers.

1. Persons or organizations engaged in door-to-door canvassing on religious or political subjects, or distributing religious or political handbills shall be exempt from the license requirements of this Part. All such persons, however, shall carry official identification, such as a driver's license, upon his or her person at all times and shall exhibit it upon request of any person to whom the peddler is attempting to solicit.
2. The application, license and fee requirements may be waived by the Township for persons soliciting or peddling on behalf of organizations of purely public charities, such as local churches, scout troops, civic and service organizations, fire companies, athletic organizations, and the like; provided, however, that any such group notify the Chief of Police, in writing, in advance of any such solicitation setting forth the dates of solicitation within the Township.

(Ord. 03-05-01, 5/12/2003, §VII)

§13-108. License Suspension or Revocation.

The Chief of Police is hereby authorized to suspend or revoke any license issued under this Part for any violation of any of the provisions of this Part, or for giving false information upon any application for license. The Chief of Police is further authorized to re-

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fuse a license to any person with a prior criminal record and to any other person who would present a threat of harm or danger to the citizens of New Britain Township.

(Ord. 03-05-01, 5/12/2003, §VIII)

§13-109. Violations and Penalties.

Any person, partnership or corporation who or which has violated or permitted the violation of the provisions of this Part shall, upon conviction thereof in an action brought before a district justice in the manner provided for the enforcement of summary offenses under the Pennsylvania Rules of Criminal Procedure, shall be sentenced to pay a fine of not more than \$1,000 plus costs and, in default of payment of said fine and costs, to a term of imprisonment not to exceed 90 days. Each day that a violation of this Part continues or each Section of this Part which shall be found to have been violated shall constitute a separate offense.

(Ord. 03-05-01, 5/12/2003, §IX; as amended by Ord. 2007-02-01, 2/12/2007)

PART 2

PUBLIC ENTERTAINMENT AND AMUSEMENT

§13-201. Definitions.

As used in this Part, unless the context requires otherwise:

PERSON IN CHARGE OF PROPERTY — an agent, occupant, lessee, contract purchaser or person other than the owner, having possession or control of property.

PUBLIC GATHERING — all assemblies of people for the purpose of public amusement reasonably anticipated to number more than 500 for a continuous period of four hours or more, more than 10% of who will assemble outdoors or in structures special constructed, erected or assembled for the gathering, whether or not an admission fee is charged.

SPONSOR — any natural person, association, partnership, firm, corporation, joint venture or any other legal entity whatsoever who initiates, organizes, promotes, permits, conducts or causes to be advertised a public gathering.

(Ord. 73-5-6, 5/23/1973, §1)

§13-202. Basic Clause.

It shall be unlawful for any sponsor, owner of property or person in charge of property to initiate, organize, promote, permit, conduct or cause to be advertised a public gathering, unless a permit has been obtained pursuant to this Part. A separate permit shall be required for each public gathering for the period of time designated by the permit.

(Ord. 73-5-6, 5/23/1973, §2)

§13-203. Permit Requirement.

No public gathering may be held within the boundaries of New Britain Township, Bucks County, Pennsylvania, unless the sponsor, the owner of property and the person in charge of property upon which the gathering will be conducted, jointly apply for and be granted a permit as herein provided:

- A. No permit shall be available for an extent of more than 48 hours duration unless application and permit specifically allow for an extension of that period.
- B. No applicant shall be under 21 years of age.

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- C. No permit may be transferred or assigned.
- D. In case of dispute over the number of people reasonably anticipated to attend the public gathering, the decision of the Board of Supervisors of New Britain Township shall control.

(Ord. 73-5-6, 5/23/1973, §3)

§13-204. Application.

1. Written application for each public gathering shall be made to the Board of Supervisors of New Britain Township according to the following schedule:
 - A. A gathering numbering 500 – 2,000 persons, 20 days prior to the first day upon which the public gathering is to commence.
 - B. A gathering numbering 2,000 – 3,500 persons, 30 days prior to the first day upon which the public gathering is to commence.
 - C. A gathering numbering 3,500 – 5,000 persons, 45 days prior to the first day upon which the public gathering is to commence.
 - D. A gathering numbering over 5,000 persons, 60 days prior to the first day upon which the public gathering is to commence.
2. Application shall be made on forms specified by the Board of Supervisors of New Britain Township and shall contain at least the following information:
 - A. The full legal name, address and telephone numbers of all sponsors.
 - B. The full legal name and address of the owner and person in charge of the property to be utilized for the public gathering.
 - C. If the sponsor-applicant is a partnership or joint venture, then all parties thereto shall sign as applicants. If the sponsor-applicant is a corporation, copies of the articles of incorporation, bylaws and resolution authorizing the application may be required.
 - D. The location and address of the property to be utilized for the public gathering.
 - E. The program for the public gathering, or if no program is prepared, a narrative statement as to the purpose for which the public gathering is to be conducted.

- F. A diagrammatic sketch plan of the proposed site of the mass gathering showing the locations and dimensions of the proposed service roads, portable water facilities, sanitary facilities, sewage disposal facilities, medical service facilities, distribution of security personnel and provisions for food storage, as well as camping facilities and projected plans for enclosure, if necessary, of the proposed site.
 - G. Evidence that all permits and licenses as required by State and County statutes and rules and regulations enacted hereunder have been obtained or will be obtained.
 - H. A statement of the number of persons expected to attend such event and the duration of such attendance.
 - I. The specific details relating to:
 - (1) Food and drink.
 - (2) Sanitary facilities.
 - (3) Transportation and parking facilities.
 - (4) Security and protection of surrounding areas, including specific reference to the number of "marshals" assisting in the control of traffic and supervision of those attending.
 - (5) Onsite medical facilities and hospital care.
 - (6) Janitorial services and post gathering trash removal.
 - J. A certified copy of the bond or verified evidence of other suitable financial arrangements, as hereinafter required, must be attached to the application.
 - K. Examples of proposed advertising of the event, if any.
 - L. Applicants' statement that they shall abide by the terms and provisions of this Part and all laws, rules and regulations of the Commonwealth of Pennsylvania, County of Bucks and Township of New Britain.
3. Each application shall be accompanied with a cash fee to cover the cost of inspection, investigation, issuance and administration of the permit in an amount to be established, from time to time, by resolution of the Board of Supervisors. No part of the permit fee is refundable.
4. Upon receipt of the application satisfactorily completed, as well as the receipt of the application fee, cash or bond requirement, and all other requirements of this Part, the Supervisors of New Britain Township shall issue the permit requested; provided, however, that the Supervisors believe that the issuance of the permit

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will not endanger the health, safety or general welfare of the citizens of the community.

(Ord. 73-5-6, 5/23/1973, §4; as amended by Ord. 2007-02-01, 2/12/2007)

§13-205. Bond of Indemnity, Insurance.

The applicants shall submit with their application a corporate bond of indemnity in a form approved by the Township Solicitor or cash deposit to save and protect Township streets, sidewalks, curbs, road signs and all other Township property from any and all damage that might be caused by vehicles, employees or participants in the public gathering and to be used, if necessary, to restore the premises where such public gathering is held to a sanitary condition and pay all charges and losses to the Township for damages to the streets, sidewalks, curbs, road signs and all other Township property.

- A. Should the permitted public gathering necessitate that the Township deploy or employ additional personnel as a direct result of the public gathering, such added expense shall be recoverable from the principals and/or their indemnitor. The cash deposit or its balance will be returned to the applicants upon final audit of the Township as to what damages, if any, occurred and what deployment and employment of personnel, if any, was necessitated.
- B. The corporate bond of indemnity shall be in the following amounts:

Persons Reasonably Anticipated	Bond Amount
500 to 2,000	\$500
2,000 to 3,500	\$1,000
3,500 to 5,000	\$2,000
5,000 to 10,000	\$10,000
Over 10,000	\$25,000

- C. The property owner or person in charge of the property making application shall sign as an additional indemnitor, to insure against damage to streets, sidewalks, curbs, road signs and all other Township property, to meet costs of the Township for deploying or employing personnel directly attributable to the conduct of the public gathering and to ensure that the property will be restored to a sanitary condition.

(Ord. 73-5-6, 5/23/1973, §5)

§13-206. Conditions of Approval.

1. No permits shall be issued by the Board of Supervisors of New Britain Township unless all of the arrangements have been made and all of the conditions satisfied which are set forth in this Part by the day set forth in the following schedule:
 - A. A gathering numbering 500 to 2,000 persons, 10 days prior to the first day upon which the public gathering is to commence.
 - B. A gathering numbering 2,000 to 3,500 persons, 15 days prior to the first day upon which the public gathering is to commence.
 - C. A gathering numbering 3,500 to 5,000 persons, 20 days prior to the first day upon which the public gathering is to commence.
 - D. A gathering numbering over 5,000 persons, 21 days prior to the first day upon which the public gathering is to commence.
2. In addition to the other items contained within this Part, the conditions shall include:
 - A. Sanitary Facilities. Written approval of the Bucks County Health Department, indicating that applicants plan for water supply, toilet facilities, washing facilities and food preparation and service, if applicable, the type of food preparation and food facilities to be provided, conform with applicable State and County laws, rules and regulations relating to the public health.
 - B. Public Safety. Written statement of the New Britain Township Police Chief indicating that plans have been made to meet the following conditions:
 - (1) Applicants have provided for adequate traffic control and crowd control personnel, i.e., one marshal for every 100 motor vehicles reasonably anticipated to be at the location and one marshal for every 200 people reasonably anticipated to be in attendance.
 - (2) A list of those marshals must be presented to the New Britain Township Police Chief with the application. The marshals must be orientated and instructed by the Police Chief and the sponsor of the public gathering prior to the commencement of the gathering.
 - (3) Adequate lighting must be provided subject to approval of the Board of Supervisors or the Township Administrator.
 - C. Medical Services. Written approval by the Bucks County Department of Health indicating that sufficient medical service has been provided by the applicant. Each public gathering shall have as a minimum one ambulance staffed by two adult individuals trained in the first-aid technique in attendance at all times.

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- D. **Parking Facilities.** Written approval of the New Britain Township Police Chief indicating that parking is available within or adjacent to the premises upon which the public gathering is to be conducted as herein provided:
- (1) Such parking facilities shall provide parking space for one vehicle for every four persons reasonably anticipated to be in attendance at the public gathering.
 - (2) Adequate ingress and egress shall be provided from such parking area to facilitate the movement of any vehicle at any time to or from the parking area; provided, however, that should buses be used to transport the public gathering, it shall be shown that public parking, as described above, is available at any site from which buses are scheduled to pick up persons to transport them to the public gathering.

(Ord. 73-5-6, 5/23/1973, §6)

§13-207. Structures.

All facilities, including stage, to be specially assembled, constructed or erected for the public gathering must be in place at least 24 hours before the commencement of the public gathering and be approved by the Building Inspector of New Britain Township.

(Ord. 73-5-6, 5/23/1973, §7)

§13-208. Conduct of Public Assembly.

1. No permittee or persons having control of the public gathering shall condone the presence of intoxicating liquor or the consumption of intoxicating liquor on the property and no person during the public gathering shall take or carry onto the property, or drink thereon, intoxicating liquor, except as licensed or permitted by State law.
2. The burden of preserving order during the public gathering is upon the permittees of the public gathering. Any violations of the laws of the Commonwealth of Pennsylvania, or its rules or regulations, or of the terms and conditions of this Part, or other ordinances of Bucks County or of New Britain Township, of the permit granted hereunder may be cause for immediate revocation of the permit by the Board of Supervisors of New Britain Township or by the Bucks County Department of Health upon notification to the person in charge that a violation exists and the failure of the person in charge to take immediate action to correct the violation. Upon revocation of any permit, the permittees of the public gathering shall immediately terminate the assembly and provide for the orderly dispersal of those in attendance.

3. The Board of Supervisors of New Britain Township, its authorized agents and representatives and the representatives of the County and Township Departments having responsibility for approval under this Part shall be granted access to the public gathering at all times for the purpose of inspection and enforcement of the terms and conditions imposed herein.
4. No musical entertainment, either live or recorded, utilizing sound amplification equipment, shall be operated in a location which is less than 500 feet from any school house, church, dwelling unit or any other place of permanent human habitation and there will be no programmed entertainment provided between the hours of 11:00 p.m. and 10:00 a.m.
5. If at any time during the conduct of the public gathering, the number of persons in attendance exceeds by 10% the number of persons represented by the applicants for the permit anticipated to be in attendance, the Board of Supervisors of New Britain Township, the County Health Officer or the Police Chief shall have the authority to require the applicants to limit further admissions until all conditions and provisions recited herein are met.
6. Any applicant with more than 10% proprietary interest, if any, in the public gathering and the owner of property or person in charge of the property or their designated agents or representatives shall be required to be in attendance at the public gathering and shall be responsible for ensuring that no person shall be allowed to remain on the premises who is violating any State, County or Township laws, rules or regulations.

(Ord. 73-5-6, 5/23/1973, §8)

§13-209. Penalties.

Any person, firm or corporation who initiates, organizes, promotes, permits, conducts or causes to be advertised a public gathering without obtaining the permit provided in this Part or who knowingly conducts, permits or allows a public gathering with a permit, but in violation of the terms and provisions of this Part and of the permit granted, or who shall counsel, aid or abet such violation or failure to comply, shall, upon conviction thereof in an action brought before a district justice in the manner provided for the enforcement of summary offenses under the Pennsylvania Rules of Criminal Procedure, be sentence to pay a fine of not less than \$300 nor more than \$1,000 plus costs and, in default of payment of said fine and costs, to a term of imprisonment not to exceed 90 days. Each day that a violation of this Part continues or each Section of this Part which shall be found to have been violated shall constitute a separate offense.

(Ord. 73-5-6, 5/23/1973, §9; as amended by Ord. 2007-02-01, 2/12/2007)

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§13-210. Conformance With Other Law.

This Part shall in no way be a substitute for, nor eliminate the necessity of, complying with any and all State laws, rules and regulations, County and Township ordinances which are now, or may be in the future, in effect which pertain to the conduct of public gatherings.

(Ord. 73-5-6, 5/23/1973, §10)

PART 3

CABLE COMMUNICATIONS

§13-301. Purpose.

1. The Township of New Britain finds that the development of cable television and communications systems has the potential of having great benefit and impact upon the people of New Britain. Because of the complex and rapidly changing technology associated with cable television, the Township further finds that the public convenience, safety and general welfare can best be served by establishing regulatory powers which should be vested in the Township or such persons as the Township shall designate. It is the intent of this Part and subsequent amendments to provide for and specify the means to attain the best possible public interest and public purpose in these matters and any franchise issued pursuant to this Part shall be deemed to include this finding as an integral part thereof.
2. Further, it is recognized that cable communications systems have the capacity to provide not only entertainment and information services to the Township's residents, but can provide a variety of broadband, interactive communications services to institutions and individuals. Many of these services involve Township agencies and other public institutions by providing governmental, educational or health care communications. For these purposes, the following goals underlie the regulations contained herein:
 - A. Communications services should be provided to the maximum number of Township residents.
 - B. The system should be capable of accommodating both the present and reasonably foreseeable future cable communications needs of the Township.
 - C. The system should be improved and upgraded during the franchise term so that the new facilities necessary for the operation of this system shall be integrated to the maximum extent possible with existing facilities.
 - D. The cable communications system authorized by this Part shall be responsive to the needs and interests of the local community and shall provide a wide diversity of information sources and services to the public.

(Ord. 97-10-04, 10/27/1997, §I)

§13-302. Title.

This Part shall be known and may be cited as "New Britain Cable Communication Regulatory Ordinance" and it shall become a part of the ordinances of the Township. This Part shall take effect and be in force from and after its adoption.

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(Ord. 97-10-04, 10/27/1997, §2)

§13-303. Definitions.

For the purpose of this Part, the following terms, phrases, words and their derivations shall have the meaning given herein. When not inconsistent with the context, words used in the present tense include the future; words in the plural number include the singular number. The word “shall” is mandatory and “may” is permissive. Words not defined shall be given their common and ordinary meaning:

BASIC SUBSCRIBER TELEVISION SERVICES — a separately available basic service tier to which subscription is required for access to any other tier of service. Such basic service tier shall, at a minimum, consist of the following:

- A. All signals carried in fulfillment of Cable Act, §§614 and 615.
- B. Any public, educational and governmental access programming required in this Part or the franchise.
- C. Any signal of any television broadcast station that is provided by the cable operator to any subscriber, except a signal which is secondarily transmitted by a satellite carrier beyond the local service area of such station.

Additional signals may be added to the basic tier by the grantee.

BOARD of SUPERVISORS — the Board of Supervisors of the Township of New Britain.

CABLECAST SIGNAL — a non-broadcast signal that originates within the facilities of the cable communications system.

CABLE COMMUNICATIONS SYSTEM — also referred to as “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, but such term does not include:

- A. A facility that serves only to retransmit the television signals of one or more television broadcast stations.
- B. A facility that serves only subscribers in one or more multiple unit dwellings under common ownership, control or management, unless such facility or facilities uses any public rights-of-way.
- C. A facility of a common carrier which is subject, in whole or in part, to the provision of Title II of the Cable Act, except that such facility shall be con-

sidered a cable system to the extent such facility is used in the transmission of video programming directly to subscribers.

- D. Any facilities of any electric utility used solely for operating its electric utility systems.

CHANNEL — a six Megahertz (MHZ) frequency band, which is capable of carrying either one standard video signal, a number of audio, digital or other non-video signals or some combination of such signals. One channel of high definition television will utilize more than six MHZ.

CLOSED CIRCUIT or INSTITUTIONAL SERVICE — such non-commercial video, audio, data and other services provided to institutional users on an individual application basis. These may include, but are not limited to, one-way video, two-way video, audio or digital signals among institutions.

COMMERCIAL SUBSCRIBER — a subscriber who receives a service in a place of business where the service may be utilized in connection with a business, trade or profession.

COMMONWEALTH — the Commonwealth of Pennsylvania.

COMMUNICATIONS ACT or CABLE ACT — the Communications Act of 1934, the Cable Communications Policy Act of 1984, the Cable Television Consumer Protection and Competition Act of 1992 and the Telecommunications Act of 1996, as they may be amended or succeeded, from time to time.

COMPLAINT — a verbal or written indication from a subscriber within the Township of a problem that generates a work order by the grantee or complaint to the Township that is communicated to the grantee with any aspect of cable service.

CONVERTER — an electronic device which converts signals to a frequency not susceptible to interference within the television receiver of a subscriber and any channel selector which permits a subscriber to view all signals delivered at designated converter dial locations at the set or by remote control.

DEDICATED INSTITUTIONAL ACCESS CHANNELS — cable communications channels dedicated to non-commercial use by the Township, County, Commonwealth or Federal governmental agencies and public and nonprofit, private educational institutions.

DISCRETE CHANNEL — a channel which can only be received by the person and/or institution intended to receive signals on such channel.

DROP — a coaxial connection from feeder cable to the subscriber/user television set, radio or other terminal.

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EDUCATIONAL ACCESS CHANNEL — any channel designated for non-commercial educational access use.

FAIR MARKET VALUE — the price that a willing buyer would pay to a willing seller for a going concern based on the system valuation prevailing in the industry at the time.

FCC — the Federal Communications Commission and any legally appointed successor.

FRANCHISE — the nonexclusive rights granted by separate agreement pursuant to this Part to construct, operate and maintain a cable communications system along the public ways within all or a specified area in the Township. Any such authorization, in whatever form granted, shall not mean or include any license or permit required for the privilege of transacting and carrying on a business within the Township as required by other ordinances and laws of the Township.

FRANCHISE AREA — the entire Township, or portions thereof, for which a franchise is granted under the authority of this Part. If not otherwise stated in the franchise, the franchise area shall be the corporate limits of the Township, including all territory thereafter annexed to the Township.

FRANCHISEE or GRANTEE — the natural person(s), partnership(s), domestic and foreign corporation(s), association(s), joint venture(s) or organization(s) of any kind which has been legally granted a franchise by the Township and its lawful successor, transferee or assignee.

FRANCHISE FEE — the percentage, as specified by the Township, of the franchisee's gross revenues from the operation of the cable system in exchange for the rights granted pursuant to this Part and the franchise agreement.

GOVERNMENT ACCESS CHANNEL — any channel specifically designated or dedicated for non-commercial government access use.

GRANTOR — the Township of New Britain as represented by the Township Board of Supervisors acting within the scope of its jurisdiction.

GROSS REVENUES — all revenue derived directly or indirectly by the grantee from the operation of the cable communication system within the Township. Revenues derived from the operation of the cable system received by any affiliate, subsidiary or any person in which the grantee has a financial interest shall be included in the grantee's gross revenues in any case where those revenues were derived by the affiliate, subsidiary or person in which the grantee has a financial interest to avoid or reduce the grantee's franchise fee obligation.

INSTALLATION — the connection of the system from feeder cable to subscriber's terminals.

LEASED ACCESS CHANNEL or COMMERCIAL ACCESS CHANNEL — any channel designated or dedicated for use by persons unaffiliated with the grantee.

MONITORING — observing a communications signal or the absence of a signal where the observer is not a party to the communication, whether the signal is observed by visual or electronic means, for any purpose whatsoever.

NARROWCASTING — the ability to distribute cable programming to a particular segment or segments of the cable subscribers.

NONCOMMERCIAL — access channel use in a manner similar to public broadcasting service station programming and underwriting acknowledgments.

PERSON — an individual, partnership, association, organization, corporation or any lawful successor transferee of said individual, partnership, association, organization or corporation.

PLANT MILE — a linear mile of cable as measured on the street or easement from pole to pole or pedestal to pedestal.

PUBLIC ACCESS CHANNEL — any channel designated or dedicated for non-commercial use by the general public or noncommercial organizations which is made available for use without charge on a nondiscriminatory basis in accordance with the rules and regulations specified in the franchise.

PUBLIC WAY or PUBLIC RIGHTS-OF-WAY — the surface, the air space above the surface and the area below the surface of any public street, highway, lane, path, alley, sidewalk, boulevard, drive, bridge, tunnel, parkways, utility easements or other public right-of-way now or hereafter held by the Township which shall entitle the Township and the grantee to the use thereof for the purpose of installing and maintaining the grantee's cable television system. No reference herein, or in any franchise, to the "public way" shall be deemed to be a representation or guarantee by the Township that its title to any property is sufficient to permit its use for such purpose and the grantee shall, by its use of such terms, be deemed to gain only such rights to use property in the Township as the Township may have the undisputed right and power to give.

REASONABLE NOTICE — written notice addressed to the grantee at its principal office within the Township or such other office as the grantee has designated to the Township as the address to which notice shall be transmitted to it, which notice shall be certified and postmarked not less than 10 calendar days prior to that day in which the party giving such notice shall commence any action which requires the giving of notice. In computing said 10 calendar days, holidays recognized by the Township shall be excluded.

RESIDENT — any person residing in the Township as otherwise defined by applicable law.

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RESIDENTIAL SUBSCRIBER — a subscriber who receives a service in an individual dwelling unit where the service is not to be utilized in connection with a business, trade or profession.

SALE — any sale, exchange, barter or offer for sale.

SCHOOL — any public or nonprofit, private educational institution, including primary and secondary schools, colleges and universities.

SERVICE AREA — the entire geographic area within the franchise territory.

SYSTEM FACILITIES or FACILITIES — the cable communications system constructed for use within the Township, without limitation, the headend, antenna, cables, wires, lines, towers, amplifiers, converters, health and property security systems, equipment or facilities located within the corporate limits of the Township designed, constructed or wired for the purpose of producing, receiving, amplifying and distributing by coaxial cable, fiber optics, microwave or other means, audio and visual, radio, television and electronic signals to and from subscribers in the Township and any other equipment or facilities located within the corporate limits of the Township intended for the use of the system; provided, however, such system facility excludes buildings, contracts, facilities and equipment where primary use is for providing service to other system facilities located outside the Township limits.

TRANSFER — the disposal by the grantee, directly or indirectly, by gift, assignment, voluntary sale, merger, consolidation or otherwise of 25% or more at one time of the ownership or controlling interest in the system or 30% cumulatively over the terms of the franchise of such interest to a corporation, partnership, limited partnership, trust or association or person or group of persons acting in concert unless otherwise exempted herein.

TRUNK LINE — the major distribution cable used in cable communications, which divides into feeder lines which are tapped for service to subscribers.

UPSTREAM SIGNAL — a signal originating from a terminal to the cable system headend, including video, audio or digital signals for either programs or other uses such as security alert services, etc.

USER — a person or organization utilizing channel or equipment and facilities for purpose of producing and/or transmission of material, as contrasted with receipt thereof in a subscriber capacity.

(Ord. 97-10-04, 10/27/1997, §III)

§13-304. Grant of Franchise.

1. Grant.

- A. In the event that Township shall grant to the grantee a nonexclusive, revocable franchise to construct, operate and maintain a cable communications system within the Township, said franchise shall constitute both a right and an obligation to provide the services of a cable communications system as regulated by the provisions of this Part and the franchise. The franchise shall include by reference those provisions of the grantee's "application for franchise" that are finally negotiated and accepted by the Township and grantee.
 - B. Event of Conflict. The franchise shall be granted under the terms and conditions contained herein, consistent with the Township's Charter and/or other applicable statutory requirements. In the event of conflict between the terms and conditions of this Part, the franchise or the terms and conditions on which the Township can grant a franchise, the Charter and/or statutory requirements shall control.
 - C. General Township Ordinances. Any franchise granted by the Township is hereby made subject to the general ordinance provisions now in effect and hereafter made effective. Nothing in the franchise shall be deemed to waive the requirements of the various codes and ordinances of the Township regarding permits, fees to be paid or manner of construction.
2. Franchise Area. The franchise area shall be the entire Township, or portions thereof, for which a franchise is granted.
 3. Use of Public Rights-of-Way. For the purpose of operating and maintaining a cable communications system in the Township, the grantee may erect, install, construct, repair, replace, reconstruct and retain in, on, over, under, upon, across and along the public streets and ways within the Township such wires, cables, conductors, ducts, conduits, vaults, manholes, amplifiers, appliances, pedestals, attachments and other property and equipment as are necessary to the operation of the cable communications systems; provided, however, that grantee complies with all design, construction, safety and performance provisions contained in this Part, the franchise agreement and other applicable local ordinances.
 4. Use of Township Facilities. In the event that a grantee chooses to utilize Township owned conduit or other facilities for any portion of its cable communications system, the consideration for the use of Township conduit or other facilities shall be at charges to be agreed upon between the parties.
 5. Use of Grantee Facilities. No poles or pedestals shall be erected by the grantee without prior approval of the Township with regard to location, height, type and any other pertinent aspect. However, no location of any pole of the grantee shall be a vested right and such poles shall be removed or modified by the grantee at its own expense whenever the Township determines that the public convenience would be enhanced thereby. Grantee shall utilize existing poles and conduits, where possible. The Township shall have the right, during the life of the fran-

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chise, to install and maintain upon the poles owned by the grantee, any wire and pole fixtures that do not unreasonably interfere with the cable system operations of the grantee. The Township shall reimburse the grantee for any make-ready costs. The use of grantee's poles shall be at a fair and reasonable rate.

6. Franchise Required. No cable communications system shall be allowed to occupy or use the streets of the Township or be allowed to operate without a franchise.
7. Term of Franchise. The term of any franchise granted pursuant to this Part shall be stated in the franchise.
8. Franchise Nonexclusive. Any franchise granted pursuant to this Part shall be nonexclusive. The Township specifically reserves the right to grant at any time such additional franchises for a cable communication system as it deems appropriate and/or build, operate and own such cable communication system or systems as it deems appropriate. Subject to applicable law and regulation, any additional cable communications system franchises granted by the Township shall, to the extent practicable, seek to create a level regulatory playing field and shall contain similar terms and conditions including, without limitation, provisions of public benefit with similar cost, taking into account the size and population of the franchised areas. A grantee is required to indemnify the Township and to hold the Township harmless from all claims against it by third parties arising out of its compliance with this provision to the extent that such claims are not barred by §635A of the Cable Television Consumer Protection and Competition Act of 1992 (Limitation of Franchise Authority Liability) or by any other provision of law.
9. Time is of the Essence of this Part. Whenever the agreement shall set forth any time for an act to be performed by or on behalf of the grantee or the Township, such time shall be deemed of the essence and any failure of the grantee or the Township to perform within the time allotted shall be sufficient ground for the other party to invoke an appropriate penalty, including possible revocation of the franchise, subject to force majeure.
10. Law Governs. In any controversy or dispute under this Part, the law of the Commonwealth of Pennsylvania shall apply.
11. Severability. If any Section, subsection, sentence, clause, phrase or portion of this Part or the franchise is for any reason held invalid or unconstitutional by any court of competent jurisdiction, or by any Federal, Commonwealth or local statute or regulation, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions thereof.
12. Transfer of Ownership or Control.
 - A. Transfer of Franchise. Any franchise granted hereunder shall not be sold, transferred, leased, assigned or disposed of including, but not limited to, transfer by force or voluntary sale, merger, consolidation, receivership or

other means, nor shall the control of the grantee be changed, without the prior consent of the Township. The Township reserves the right to impose certain conditions on the transferee as a condition of transfer approval to ensure that the franchisee is able to meet ordinance and franchise requirements and existing operating practices.

- B. **Transfer Threshold.** The grantee shall promptly notify the Township of any actual or proposed change in, or transfer of, or acquisition by any other party of, control of the grantee. The word "control" as used herein is not limited to major stockholders but includes actual working control in whatever manner exercised. A transfer of ownership requiring approval shall arise upon the disposal by the grantee, directly or indirectly, by gift, assignment, voluntary sale, merger, consolidation or otherwise of 25% or more at one time of the ownership or controlling interest in the system or 30% cumulatively over the term of the franchise of such interest to a corporation, partnership, limited partnership, trust or association or person or group of persons acting in concert. Except that no consent shall be required for any sale, transfer or assignment of ownership or control to an entity under common control with grantee; provided, that prior to such transfer, grantee provides to the Township verifiable information to establish that such transferee under common control has the financial, legal and technical ability to fully perform all obligations of the franchise.

- C. **Township Approval.** Every change, transfer or acquisition of control of the grantee shall make the franchise subject to cancellation unless and until the Township shall have consented thereto, which consent will not be unreasonably withheld. For the purpose of determining whether it shall consent to such change, transfer or acquisition of control, the Township may inquire into the legal, financial, character, technical and other public interest qualifications of the prospective controlling party and the grantee shall provide the Township with all required information relevant to said inquiry. Failure to provide all information requested by the Township as part of said inquiry shall be grounds for denial of the proposed change, transfer or acquisition of control.

- D. **Assumption of Control.** The Township agrees that any financial institution having a pledge of the franchise or its assets for the advancement of money for the construction and/or operation of the franchise shall have the right to notify the Township that it or its designees satisfactory to the Township will take control and operate the cable television system. Further, said financial institution shall also submit a plan for such operation that will ensure continued service and compliance with all franchise obligations during the term the financial institution exercises control over the system. The financial institution shall not exercise control over the system for a period exceeding 18 months, unless extended by the Township at its discretion and during said period of time it shall have the right to petition for transfer of the franchise to another grantee. If the Township finds that such transfer, after considering the legal, financial, character, technical and other public interest quali-

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fications of the applicant are satisfactory, the Township will transfer and assign the rights and obligations of such franchise as in the public interest. The consent of the Township to such transfer shall not be unreasonably withheld.

- E. No Waiver of Township Property Rights. The consent or approval of the Township to any transfer of the grantee shall not constitute a waiver or release of the rights of the Township in and to the streets and any transfer shall, by its terms, be expressly subject to the terms and conditions of this Part and the franchise.
 - F. Transfer Time Periods. The Township will not approve any transfer or assignment of the franchise prior to completion of construction of the proposed system unless appropriate guarantees which are acceptable to the Township are made by the transferee.
 - G. Disclosure of Purchase Price. The Township reserves the right to require the grantee and transferee to disclose the purchase price of any transfer or assignment of the cable system.
 - H. Signatory Requirement. Any approval by the Township of transfer of ownership or control shall be contingent upon the prospective controlling party becoming a signatory to the franchise.
 - I. Time Frame for Township Review. The Township shall have 120 days to act upon any request for approval of such sale or transfer that contains or is accompanied by such information as is required in accordance with FCC regulations and by the Township. If the Township fails to render a final decision on the request within 120 days, such request shall be deemed granted unless the requesting party and the Township agree to an extension of time.
13. Franchise Renewal. Upon completion of the term of any franchise granted under this Part, the Township may grant or deny renewal of the franchise of the grantee in accordance with the provisions of the Cable Act. The grantee shall own the cable communication system, but shall have no property right in the public rights-of-way upon the completion of the franchise term, including any renewals and extensions thereof.
14. Police Powers.
- A. Police Powers. In accepting the franchise, the grantee acknowledges that its rights hereunder are subject to the police power of the Township to adopt and enforce general ordinances necessary to the safety and welfare of the public and it agrees to comply with all applicable general laws and ordinances enacted by the Township pursuant to such power.
 - B. Conflicts. Any conflict between the provisions of this Part or the franchise and any other present or future lawful exercise of the Township's police

powers shall be resolved in favor of the ordinance, except that any such exercise that is not of general application in the jurisdiction or applies exclusively to grantee or cable communications systems which contains provisions inconsistent with this Part or the franchise shall prevail only if, upon such exercise, the Township finds an emergency exists constituting a danger to health, safety, property or general welfare and such exercise is mandated by law.

15. Franchise Fees.

A. Because the Township finds that:

- (1) The streets of the County, Commonwealth and Township to be used by the grantee in the operation of its system within the boundaries of the franchise area are valuable public properties acquired and maintained by the County, Commonwealth and Township at great expense to its taxpayers.
- (2) The grant to the grantee to the said streets is a valuable property right without which the grantee would be required to invest substantial capital in right-of-way costs and acquisitions.
- (3) The administration of this Part and the franchise imposes upon the Township additional regulatory responsibility and expense.
- (4) A grantee of any franchise hereunder shall pay to the Township a franchise fee in an amount as designated in the franchise, but in no event less than 5% of the gross annual revenues or the maximum amount permitted under applicable Federal, Commonwealth or local law, if such maximum is greater than 5%. The annual franchise fee payable shall be in addition to any other fee and shall commence as of the effective date of the franchise. Annually, the Township shall be furnished a statement of said payment by a certified public accountant, reflecting the total amounts of annual gross revenues, a break down by type of revenue and the above charges and computations for the period covered by the payment.

B. Franchise Fee in Addition to Other Tax or Payment. The Township believes that payment of the franchise fee made by grantee to the Township shall not be considered in the nature of a tax, but shall be in addition to any and all taxes which are not or may be lawfully required hereafter to be paid by any Federal, Commonwealth or local law. This payment shall be in addition to any other tax or payment owed to the governments or other taxing jurisdiction by the grantee.

C. Acceptance by the Township. No acceptance of any payment by the Township shall be construed as a release or as an accord and satisfaction of any claim the Township may have for further or additional sums payable as a

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franchisee under this Part or for the performance of any other obligation of the grantee.

- D. Failure to Make Required Payment. In the event that any franchise payment or recomputed amount is not made on or before the dates specified herein, grantee shall pay as additional compensation an interest charge, computed from such due date, at the annual rate equal to the commercial prime interest rate of the Township primary depository bank during the period that such unpaid amount is owed.
 - E. Payments to be Made Quarterly. The franchise fee and any other cost or damage assessed against the grantee shall be payable quarterly to the Township of New Britain. The grantee shall file a complete and accurate statement verified by a financial officer of the grantee, of all gross revenues within the franchise area and the number of subscribers per service during the period for which said quarterly payment is made and said payment shall be made to the Township no later than 45 days following the expiration of each calendar quarter ending March 31st, June 30th and September 30th and no later than 90 days after the calendar quarter ending December 31st.
 - F. The Township's Right of Inspection. The Township shall have the right to inspect the grantee's income records and the right to audit and to recompute any amounts determined to be payable under this Part. Audits shall be at the expense of the Township unless the audit reveals an underpayment of more than 5% in the amount of the franchise fee due to the Township, in which event the cost of the audit shall be borne by the grantee. Any additional amount due the Township as a result of the audit shall be paid within 30 days following written notice to the grantee by the Township which notice shall include a copy of the audit report.
16. Forfeiture or Revocation.
- A. Grounds for Revocation. The Township reserves the right to revoke any franchise granted hereunder and rescind all rights and privileges associated with the franchise in the following circumstances, each of which shall represent a default and breach under this Part and the franchise grant:
 - (1) If the grantee shall default in the performance of any of the material obligations under this Part, the franchise or under such documents, contracts and other terms and provisions entered into by and between the Township and the grantee.
 - (2) If the grantee shall fail to provide or maintain in full force and effect the liability and indemnification coverage or the performance bond as required herein.
 - (3) If the grantee, after all established regulatory and appellate procedures have been exhausted, shall violate any orders or rulings of any

regulatory body having jurisdiction over the grantee relative to this Part or the franchise.

- (4) If the grantee practices any fraud or deceit upon the Township or cable subscribers.
 - (5) The grantee's construction schedule is delayed 180 days beyond the schedule contained in the franchise or beyond any extended date set by the Township.
 - (6) The grantee becomes insolvent, unable or unwilling to pay its debts or is adjudged bankrupt.
 - (7) Failure to restore service after 96 consecutive hours of interrupted service substantially throughout the franchise area, except when approval of such interruption is obtained from the Township.
 - (8) Material misrepresentation of fact in the application for or negotiation of the franchise or any extension or renewal thereof.
 - (9) If the grantee ceases to provide a substantial portion of ongoing cable services for any reason within the control of the grantee over the cable communications system.
- B. **Effect of Circumstances Beyond Control of Grantee.** The grantee shall not be declared at fault or be subject to any sanction under any provision of this Part in any case in which performance of any such provision is prevented for reasons beyond the grantee's control. A fault shall not be deemed to be beyond the grantee's control if committed by a corporation or other business entity in which the grantee holds a controlling interest whether held directly or indirectly.
- C. **Effect of Pending Litigation.** Pending litigation or any appeal to any regulatory body or court having jurisdiction over the grantee shall not excuse the grantee from the performance of its obligations under this Part or the franchise. Failure of the grantee to perform such obligations because of pending litigation or petition may result in forfeiture or revocation pursuant to the provisions of this Section.
- D. **Procedure Prior to Revocation.**
- (1) The Township shall make written demand that the grantee comply with any such requirement, limitation, term, condition, rule or regulation or correct any action deemed cause for revocation. If the failure, refusal or neglect of the grantee continues for a period of 30 days following such written demand, the Township shall place its request for termination of the franchise upon a regular Board of Supervisors meeting agenda. The Township shall cause to be served upon such

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grantee at least seven days prior to the date of such Board of Supervisors meeting, a written notice of this intent to request such termination and the time and place of the meeting, notice of which shall be published by the Township Manager or his designee at least once, seven days before such meeting in a newspaper of general circulation within the Township.

- (2) The Board of Supervisors shall hear any persons interested therein and shall determine, in its discretion, whether or not any failure, refusal or neglect by the grantee was with just cause.
- (3) If such failure, refusal or neglect by the grantee was with just cause, as reasonably determined by the Township, the Board of Supervisors shall direct the grantee to comply within such time and manner and upon such terms and conditions as are reasonable.
- (4) If the Board of Supervisors shall determine such failure, refusal or neglect by the grantee was without just cause, then the Board of Supervisors shall, by resolution, declare that the franchise of the grantee shall be terminated unless there is compliance by the grantee within 90 days.

E. Disposition of Facilities. In the event a franchise expires and is not renewed or extended, is revoked or otherwise terminated, the Township may in its sole discretion, do any of the following:

- (1) Purchase the system under the procedures set forth in subsection (21) of this Section.
- (2) Effect a transfer of ownership of the system to another party.
- (3) Order the removal of all or a portion of the system facilities as required by the Township within a reasonable period of time as determined by the Township or require the original grantee to maintain and operate its system for a period of six months or until such further time as is mutually agreed upon.

F. Restoration of Property. In removing its plant, structures and equipment the grantee shall refill, at its own expense, any excavation that shall be made by it and shall leave all public ways and places in as good a condition or better as that prevailing prior to the grantee's removal of its equipment and appliances without affecting the electrical or telephone cable wires or attachments. The Township shall inspect and approve the condition of the public ways and public places and cables, wires, attachments and poles after removal. The liability, indemnification insurance and performance bond as provided herein shall continue in full force and effect during the period of removal and until full compliance by the grantee with the terms and conditions of this subsection, this Part and the franchise.

- G. Restoration by Township; Reimbursement of Costs. In the event of a failure by the grantee to complete any work required by subsections (3) and (5) and/or (F) above, or any other work required by Township law or ordinance within the time as may be established and to the satisfaction of the Township, the Township may cause such work to be done and the grantee shall reimburse the Township the cost thereof within 30 days after receipt of an itemized list of such costs or the Township may recover such costs through the performance bond provided by grantee. The Township shall be permitted to seek legal and equitable relief to enforce the provisions of this Section.
- H. Extended Operation. Upon either the expiration and non-renewal or revocation of a franchise, the Township may require the grantee to continue to operate the system for a period of six months from the date of such expiration or revocation or until such time as is mutually agreed upon. The grantee shall continue to operate the cable communications system under the terms and conditions of this part and the franchise and to provide the regular subscriber service and any and all of the services that may be provided at the time. The Township shall be permitted to seek legal and equitable relief to enforce the provisions of this Section.

17. Receivership and Foreclosure.

- A. Termination by Insolvency. The franchise granted hereunder shall, at the option of the Township, cease and terminate 120 days after the appointment of a receiver or receivers or trustee or trustees take over and conduct the business of the grantee whether in a receivership, reorganization, bankruptcy or other action or proceeding unless such receivership or trusteeship shall have been vacated prior to the expiration of said 120 days, or unless:
 - (1) Such receivers or trustees shall have, within 120 days after their election or appointment, fully complied with all the terms and provisions of this Part and the franchise granted pursuant hereto and the receivers or trustees within said 120 days shall have remedied all defaults under the franchise or have commenced expeditiously and in good faith to do so in the reasonable opinion of the Board of Supervisors.
 - (2) Such receivers or trustees shall, within said 120 days, execute an agreement duly approved by the court having jurisdiction in the premises, whereby such receivers or trustees assume and agree to be bound by each and every term, provision and limitation of the franchise herein granted.
- B. Termination by Judicial Action. In the case of a foreclosure or other judicial sale of the plant, property and equipment of the grantee or any part thereof, including or excluding the franchise, the Township may serve notice of termination upon the grantee and the successful bidder at such sale, in which

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event the franchise and all rights and privileges of the grantee granted hereunder shall cease and terminate 30 days after service of such notice, unless:

- (1) The Township shall have approved the transfer of the franchise, in the manner this Part provides.
 - (2) Such successful bidder shall have covenanted and agreed with the Township to assume and be bound by all the terms and conditions of the franchise.
18. Equal Opportunity Policy. Equal opportunity employment shall be afforded by all operators of cable television systems to all qualified persons and no person shall be discriminated against in employment because of race, color, religion, age, national origin, sex or physical handicap. Grantee shall comply with all equal opportunity provisions enacted by Federal, Commonwealth and local authorities, as well as all such provisions contained in this Part and the franchise.
19. Notices. All notices from grantee to the Township pursuant to this part and the franchise shall be to the Township Manager or his/her designee. Grantee shall maintain with the Township, throughout the terms of the franchise, an address for service of notices by mail. Grantee shall also maintain a locally accessible office as specified in this Part and the franchise and telephone number for the conduct of matters related to the franchise during normal business hours. The grantee shall be required to advise the Township of such address(es) and telephone numbers and any changes thereof.
20. Failure of Township to Enforce this Part, No Waiver of the Terms Thereof. The grantee shall not be excused from complying with any of the terms and conditions of this Part or the franchise by any failure of the Township up any one or more occasions to insist upon or to seek compliance with any such terms or conditions.
21. Rights Reserved to the Grantor.
 - A. Right to Purchase of the System by the Township Upon Termination or Expiration of the Franchise.
 - (1) Right to Purchase. In the event the grantee forfeits and the Township terminates the franchise for cause, pursuant to provisions of this Part and the franchise or the franchise is not renewed at/or following the normal expiration of the franchise term, the Township shall have the right, directly or as an intermediary, to purchase the franchised cable communications system or effect the ownership of the system to another person. Any such acquisition or transfer shall be as specified in the Cable Act. The Township shall notify the grantee, in writing, within 30 days following non-renewal or termination of its intent to acquire the system on its behalf or effectuate the ownership of the sys-

tem to another person. Purchase price shall be based upon the value of the system determined pursuant to this Section.

- (2) Arbitration. In the event the Township and grantee are unable to agree upon the value of the cable communications system, either party may require by written notice to the other that the value of cable communications system be submitted to arbitration in the following manner:
- (a) The Township and grantee shall each within 15 days after such written notice select an arbitrator who shall be a disinterested person with reasonable knowledge and experience relative to the subject to be arbitrated. The two arbitrators thus selected shall immediately thereafter select a third arbitrator who shall likewise be a disinterested person having reasonable knowledge and experience relative to the subject to be arbitrated.
 - (b) Within 30 days after appointment of all arbitrators and upon 10 days' written notice to the parties, the panel of arbitrators shall commence a hearing on the issue of valuation and shall receive all relevant information from the parties.
 - (c) The hearing shall be recorded and may be transcribed at the request of either party. All hearing proceedings, debate and deliberations shall be open to the public and at such times and places as contained in the notice or as thereafter publicly stated, except that if two arbitrators agree, debate and deliberations may be held in closed session.
 - (d) The value of the system as determined by the arbitration panel shall be determined pursuant to subsection (1)(A)(1) above.
 - (e) Within 30 days after the close of the hearing, the panel of arbitrators shall prepare findings and decision agreed upon by a majority of the panel which shall be filed with the Township and served by mail upon the grantee. The decision of the panel regarding the value of the system shall be final and binding upon the parties. Should there be no majority decision, the proceedings shall become null and void and shall be started anew, unless the parties extend by mutual agreement the time which the panel of arbitrators has to make a decision.
 - (f) Either party may seek judicial relief in the following circumstances:
 - 1) A party fails to select an arbitrator.
 - 2) The arbitrators fail to select a third arbitrator.

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- 3) One or more arbitrators is unqualified.
 - 4) Designated time limits have been exceeded.
 - 5) The panel has not proceeded expeditiously.
 - 6) The decision was procured by corruption, fraud or undue means.
 - 7) There was evident partiality on the part of one or more of the arbitrators.
 - 8) The arbitration panel exceeded its authority hereunder.
 - 9) Based upon the record, the panel abused its discretion.
- (g) In the event a court of competent jurisdiction determines that judicial relief is appropriate to the circumstances set forth above, the court in its discretion may order the arbitration procedure repeated and issue findings, orders and directions.
- (h) The expenses of the arbitrators and those expenses incurred by the panel as a whole shall be borne equally by the parties.
- (3) Notification. The purchase price shall be the value of the system as determined by the arbitration panel.
- B. Right of Inspection of Records. Upon reasonable advance notice, the Township shall have the right to inspect at any time during normal business hours, all books, records, reports, maps, plans, financial statements and other like materials of the grantee relating to the operation of the cable communications system and the enforcement of this Part and the franchise within the Township including, but not limited to, system records where information is not available on a franchise area basis. Grantee shall provide such information in such form as may be required by the Township for said records.
- C. Right of Inspection of Construction. The Township shall have the right to inspect all construction or installation work performed subject to the provisions of the franchise and upon prior notice to the grantee to make such tests as it shall find necessary to ensure compliance with the terms of this Part and other pertinent provisions of the law. The grantee shall be afforded the opportunity to be present at and observe such testing and shall be provided with the results of any such testing undertaken by the Township.
- D. Right of Inspection of Property. At all reasonable times, grantee shall permit examination by any duly authorized representative of the Township of

system facilities, together with any appurtenant property of grantee situated within or without the Township.

- E. Right to Require Removal of Property. Upon denial of renewal of this Part or the franchise or upon its revocation or expiration and non-renewal, as provided for herein, the Township shall have the right to require the grantee to remove, at its own expense, all portions of the cable communications system required by public necessity from all streets and public ways within the Township within six months of receipt of a written notice from the Township.
- F. Expense Reimbursement to Township. Unless otherwise provided in the franchise agreement, the grantee shall pay the Township a sum of money which will, when added to application fees received, reimburse all costs and expenses incurred by it in connection with preparation of this Part, the initial franchise agreements including, but not limited to, consultant fees, attorney's fees, publication fees, travel expenses and all other direct costs; provided, however, that the Township shall submit a detailed schedule of all such costs. Such payment shall be made within 30 days after the Township furnishes the grantee with a written statement of such initial franchise expenses.

(Ord. 97-10-04, 10/27/1997, §IV)

§13-305. Regulation of Franchise.

1. Regulatory Authority.

- A. On-Going Regulation. The Township shall exercise appropriate regulatory authority under the provisions of this Part and applicable law. This authority shall be vested in the Township Board of Supervisors and administered through the Township Manager or his designee in order to provide day-to-day administration and enforcement of the provisions of this Part and any franchise hereunder and to carry out the Township's responsibilities with regard to cable communications.
- B. Change In Law or Regulation. Notwithstanding any other provisions of this Part to the contrary, the grantee shall at all times comply with all laws and regulations of the local, Commonwealth and Federal government. In the event that any actions of the Commonwealth or Federal government or any agency thereof or any court of competent jurisdiction upon final adjudication substantially reduce in any way the power or authority of the Township under this Part or the franchise, or if in compliance with any local, Commonwealth or Federal law or regulation is in conflict with the terms of this Part, the franchise or any law or regulation of the Township, then the Township, at its option, may notify the grantee that it wishes to negotiate those provisions which are affected in any way by such modification in regulations or

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statutory authority. Thereafter, the grantee shall negotiate in good faith with the Township in the development of alternate provisions which shall fairly restore the Township to the maximum level of authority and power permitted by law. The Township shall have the right to modify any of the provisions to such reasonable extent as may be necessary to carry out the full intent and purpose of this Part and the franchise.

- C. Authority. The Township reserves the right to exercise the maximum plenary authority, as may at any time be lawfully permissible, to regulate the cable communications system, the franchise and the grantee. Should applicable legislative, judicial or regulatory authorities at any time permit regulation not presently permitted to the Township, the Township may without the approval of the grantee engage in any such additional regulation as may then be permissible, whether or not contemplated by this Part or the franchise.
- 2. Supervision of the Franchise.
 - A. The Township shall have the following regulatory responsibility:
 - (1) Administration and enforcement of the provisions of this Part and any franchise granted hereunder.
 - (2) Award, renewal, extension or termination of a franchise pursuant to the provision of this Part, the franchise and other applicable law.
 - (3) Consent prior to sale or transfer of any franchise granted hereunder.
 - (4) Performance evaluation.
 - (5) Rate regulation, if applicable.
 - B. The Township also reserves the right to perform the following functions:
 - (1) Develop objectives and coordinate activities related to the operation of government channels.
 - (2) Approve procedures and standards for public, government and educational access and operations and services, including the use of dedicated channels and sharing of public facilities.
 - (3) Coordinate plans for expansion, interconnection and growth of cable services.
 - (4) Analyze the possibility of integrating cable communications with other Township, State or regional telecommunications networks.

- (5) Formulate and recommend long-range telecommunications policy for the Township and determine the future cable-related needs and interests of the community.
- (6) Provide the administrative effort necessary for the conduct of performance evaluations and any other activities required for the administration of the franchise.
- (7) Monitor grantee's process for handling citizen complaints and periodically inspect and analyze the records related to such complaints.
- (8) Receive applications for rate increases, if applicable, and provide staff assistance in the analysis and recommendations thereto.
- (9) Monitor grantee's adherence to operational standards, service requirements and line extension policies.
- (10) Assure compliance with applicable laws and ordinances.
- (11) Arrange tests and analysis of equipment and performance, as needed to ensure compliance with this Part and the franchise.
- (12) Assure continuity in service.
- (13) Receive for examination all data and reports required by this Part.

3. Rates and Charges.

- A. Schedule Filings. Grantee shall file with the Township, schedules which shall describe all services offered, all rates and charges of any kind and all terms and conditions relating thereto. No rates or charges shall be effective except as they appear on a schedule so filed. Grantee shall notify subscribers, in writing, at least 30 days prior to the implementation of any change in services offered, rates, charges or terms and conditions related thereto.
- B. Nondiscriminatory Rates. Grantee shall establish rates that are nondiscriminatory within the same general class of subscribers which must be applied fairly and uniformly to all subscribers in the franchise area for all services. Nothing contained herein shall prohibit the grantee from offering discounts to commercial and multiple family dwelling subscribers billed on a bulk basis, promotional discounts or reduced installation rates for subscribers who have multiple services. Grantee's charges and rates for all services shall be itemized on subscriber's monthly bills.
- C. Township Regulation. To the extent that Federal or Commonwealth law or regulation may now, or as the same may hereafter be amended to, authorize the Township to regulate the rates for any particular service tiers, service packages, equipment or any other services provided by grantee, the Town-

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ship shall have the right to exercise rate regulation to the full extent authorized by law or to refrain from exercising such regulation for any period of time, at the sole discretion of the Township.

4. Performance Evaluation.
 - A. Evaluation Sessions. The Township and the grantee may, at the discretion of the Township, hold scheduled performance evaluation sessions every three years. All such evaluation sessions may be open to the public.
 - B. Special Sessions. Special evaluation sessions may be held at any time during the term of the franchise at the request of the Township.
 - C. Public Hearings. All evaluation sessions may be open to the public and announced in a newspaper of general circulation in accordance with public notice, as provided in §13-410. Grantee shall notify subscribers of any such public meetings by announcement on the designated local government channel on the system between the hours of 11:00 a.m. and 9:00 p.m. for five consecutive days preceding each session.
 - D. Topics for Review. Topics which may be discussed at any scheduled or special evaluation session may include, but not be limited to, system performance and construction, grantee compliance with this Part and the franchise, customer service and complaint response, subscriber privacy, services provided, programming offered, service rate structures, franchise fees, penalties, free or discounted services, applications of new technologies, judicial and FCC filings and line extensions.
 - E. Cooperation by Grantee. During the review and evaluation by the Township, the grantee shall fully cooperate with the Township and shall provide such information and documents as the Township may need to reasonably perform its review.
5. Penalties. Any person, firm or corporation or utility which permits the violation of this Part shall, upon being found liable in a civil enforcement proceeding commenced by the Township, pay a fine of \$600 plus all court costs, including reasonable attorney fees incurred by the Township. A separate offense shall arise for each day or portion thereof in which a violation is found to exist or for each Section of this Part which is found to have been violated. In addition to civil actions before a Magisterial District Judge, the Township may enforce this Part in an action in equity brought in the Bucks County Court of Common Pleas.

(Ord. 97-10-04, 10/27/1997, §V)

§13-306. Bonds, Insurance and Indemnification.

1. Construction Bond and Performance Bond.

- A. **Performance Bond.** Upon the effective date of the franchise, the grantee shall obtain and maintain during the entire term of the franchise and any extensions and renewals thereof, at its cost and expense, and file with the Township, a corporate surety bond in an amount specified in the franchise to guarantee the faithful performance of the grantee of all its obligations provided under this Part and the franchise. Failure to timely obtain, file and maintain said bond shall constitute a substantial violation within the meaning of this Section.
- B. **Conditions.** The performance bond shall provide the following conditions:
- (1) There shall be recoverable by the Township jointly and severally from the principal and surety, any and all fines and liquidated damages due to the Township and any and all damages, losses, costs and expenses suffered or incurred by the Township resulting from the failure of the grantee to faithfully comply with the provisions of this Part and the franchise, comply with all orders, permits and directives of any Township agency or body having jurisdiction over its acts or defaults, pay fees due to the Township or pay any claims, liens or taxes due the Township which arise by reason of the construction, operation, maintenance or repair of the cable system. Such losses, costs and expenses shall include, but not be limited to, attorney's fees and other associated expenses.
- C. **Reduction of Bond.** Upon written application by the grantee, the Township may, at its sole option, permit the amount of the bond to be reduced or waive the requirements for a performance bond subject to the conditions set forth below. Reductions granted or denied upon application by the grantee shall be without prejudice to the grantee's subsequent applications or to the Township's right to require the full bond at any time thereafter. However, no application shall be made by the grantee within one year of any prior application.
- D. **Construction Bond.** The grantee shall maintain and by its acceptance of any franchise granted hereunder agrees that it will maintain through the rebuild or construction of the cable television system as required by this Part or the franchise, a faithful construction bond in an amount specified in the franchise conditioned upon the faithful performance of the grantee in the construction or rebuild of a cable television system complying with related provisions of this Part and the franchise and upon the further condition that if the grantee shall fail to comply with any law, ordinance or regulation governing the construction or rebuild of the cable television system, there shall be recoverable, jointly and severally from the principal and surety of the bond, any damages or loss suffered by the Township as a result, including the full amount of any compensation, indemnification or cost of repair, construction, removal or abandonment of any property of the grantee, plus attorney's fees and costs, up to the full amount of the bond.

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- E. Use of Performance Bond and Construction Bond. Prior to drawing upon the performance bond or the construction bond for the purposes described in this Section, the Township shall give the grantee written notice of its intent to draw on the bond. Said notice shall detail the basis for drawing on the bond and, if the grantee has not already been provided with a written notice of violation and an opportunity to correct the violation, the notice provided under this subsection shall provide the grantee with a minimum of 30 days to remedy the matter. If the matter is not remedied within the cure period specified in the applicable notice, the grantee shall have 10 days from the receipt of such written notice to make a full and complete payment. If the grantee does not make the payment within 10 days, the Township may withdraw the amount thereof, with interest, from the performance bond. Nothing herein shall preclude the Township from taking action in emergency situations without the thirty-day period specified above.
 - F. Notification. Within three days of a withdrawal from the performance bond or construction bond, the Township shall send to the grantee, by certified mail, return receipt requested, written notification of the amount, date and purpose of such withdrawal.
 - G. Replenishment of Performance Bond and Construction Bond. No later than 30 days after mailing to the grantee, by certified mail, notification of a withdrawal pursuant to subsection (E) above, the grantee shall replenish the performance bond and/or construction bond in an amount equal to the amount so withdrawn.
 - H. Non-Renewal, Alteration or Cancellation of Performance Bond and Construction Bond. The performance bond and construction bond required herein shall be in a form satisfactory to the Township and shall require 30 days' written notice of any non-renewal, alteration or cancellation to both the Township and the grantee. The grantee shall, in the event of any such cancellation notice, obtain, pay all premiums for and file with the Township written evidence of the issuance of replacement bond or policies within 30 days following receipt by the Township or the grantee of any notice of cancellation.
 - I. Inflation. To offset the effects of inflation, the amount of the performance bond provided for herein is subject to reasonable adjustment as provided in the franchise.
2. Liability and Insurance.
- A. Certificate of Insurance. Prior to commencement of construction, but in no event later than 60 days after the effective date of the franchise and thereafter continuously throughout the duration of the franchise and any extensions or renewals thereof, the grantee shall furnish to the Township, certificates of insurance, approved by the Township, for all types of insurance re-

quired under this Section. Failure to furnish said certificates of insurance in a timely manner shall constitute a violation of this Part.

- B. Filing. Any insurance policy obtained by the grantee in compliance with this Section shall be filed and maintained with the Township Manager during the term of the franchise and may be changed, from time to time, to reflect changing liability limits and/or to compensate for inflation consistent with subsection (H) below. Grantee shall immediately advise the Township of any litigation that may develop that would affect this insurance.
- C. No Liability Limit. Neither the provisions of this Section or any damages recovered by the Township hereunder shall be construed to nor limit the liability of the grantee under any franchise issued hereunder or for damages.
- D. Endorsement. All insurance policies maintained pursuant to this Part or the franchise shall contain the following, or a comparable, endorsement:

“It is hereby understood and agreed that this insurance policy may not be canceled by the insurance company nor the intention not to renew be stated by the insurance company until 30 days after receipt by the Township Manager, by registered mail, of a written notice of such intention to cancel or not to renew.”

- E. Hold Harmless Clause. All contractual liability insurance policies maintained pursuant to this Part or the franchise shall include the provision of the following hold harmless clause:

“The grantee agrees to indemnify, save harmless and defend the Township, its officials, agents, servants and employees and each of them against and hold it and them harmless from any and all lawsuits, claims, demands, liabilities, losses and expenses, including court costs and reasonable attorney’s fees for or on account of any injury to any person or any death at any time resulting from such injury, or any damage to any property, which may arise or which may be alleged to have arisen out of or in connection with the work covered by the franchise and performed or caused to be performed by grantee, its employees, agents and contractors or their successors. The foregoing indemnity shall apply except if such injury, death or damage is caused directly by the negligence or other fault of the Township, its agents, servants or employees or any other person indemnified hereunder.”

- F. Commonwealth Institution. All insurance policies provided under the provisions of this Part or the franchise shall be written by companies authorized to do business in the Commonwealth and approved by the Pennsylvania Department of Insurance.
- G. Named Insured. At any time during the term of the franchise, the Township may request and the grantee shall comply with such request, to name the

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Township as an additional named insured for all insurance policies written under the provisions of this Part or the franchise.

- H. Inflation. To offset the effects of inflation and to reflect changing liability limits, all the coverages, limits and amounts of the insurance provided for herein are subject to reasonable increases at the end of every three-year period of the franchise, applicable to the next three-year period, upon the determination of the Township.
- I. General Liability Insurance. The grantee shall maintain and by its acceptance of any franchise granted hereunder specifically agrees that it will maintain throughout the term of the franchise, general liability insurance insuring the grantee in the minimum of:
 - (1) \$1,000,000 for property damage per occurrence.
 - (2) \$2,000,000 for property damage aggregate.
 - (3) \$5,000,000 for personal bodily injury or death to any one person.
 - (4) \$10,000,000 bodily injury or death aggregate per single accident or occurrence.
- J. Policy Inclusions. Such general liability insurance must include coverage for all of the following:
 - (1) Comprehensive form.
 - (2) Premises-operation.
 - (3) Explosion and collapse hazard.
 - (4) Underground hazard.
 - (5) Products/completed operations hazard.
 - (6) Contractual insurance.
 - (7) Broad form property damage.
 - (8) Personal injury.
- K. Automobile Liability Insurance. The grantee shall maintain, and by its acceptance of any franchise granted hereunder specifically agrees that it will maintain throughout the term of the franchise, automobile liability insurance for owned, non-owned or rented vehicles in the minimum amounts of:
 - (1) \$1,000,000 for bodily injury and consequent death per occurrence.

(2) \$500,000 for bodily injury and consequent death to any one person.

(3) \$500,000 for property damage per occurrence.

L. Workers' Compensation and Employer's Liability Insurance. The grantee shall maintain and by its acceptance of any franchise granted hereunder specifically agrees that it will maintain throughout the term of the franchise, Workers' Compensation and employer's liability insurance, valid in the Commonwealth, in the minimum amount of:

(1) Statutory limit for Workers' Compensation.

(2) \$100,000 for employer's liability.

M. No Limitation on Liability. None of the provisions of this Part or any insurance policy required herein or any damages recovered by the Township hereunder shall be construed to excuse the faithful performance by or limit the liability of grantee under this Part or the franchise for damages either to the limits of such policies or otherwise.

3. Indemnification.

A. Indemnification. To the fullest extent permitted by law, grantee shall, at its sole cost and expense, fully indemnify, defend and hold harmless the Township, its officers, public officials, boards and commissions, agents and employees from and against any and all lawsuits, claims (including, without limitation, Workers' Compensation claims against the Township or others), causes of action, actions, liability and judgments for injury or damages (including, but not limited to, expenses for reasonable legal fees and disbursements assumed by the Township) in connection therewith but excluding claims, suits, actions, liabilities, judgments or damages that are the direct result of negligence or deliberate acts or omission of the Township, its officers, employees, agents, board or commission.

(1) To person or property, in any way arising out of or through the acts or omissions of grantee, its subcontractors, agents or employees, to which grantee's negligence shall in any way contribute and regardless of whether the Township's negligence or the negligence of any other party shall have contributed to such claim, cause of action, judgment, injury or damage.

(2) Arising out of any claim for invasion of the right of privacy, for defamation of any person, firm or corporation or the violation or infringement of any copyright, trademark, trade name, service mark or patent or any other right of any person, firm or corporation, but excluding claims arising out of or related to Township of educational access programming.

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- (3) Arising out of grantee's failure to comply with the provisions of any Federal, Commonwealth or local statute, ordinances or regulation applicable to grantee in its business hereunder.

- B. The foregoing indemnity is conditioned upon the following:

The Township shall give grantee reasonable notice of any claim or the commencement of any action, suit or other proceeding covered by the provisions of this Section. Grantee will provide the defense of any claims brought against the Township under this Section of the franchise by selecting counsel of grantee's choice to defend the claim, subject to the reasonable consent of the Township, which will not unreasonably be withheld. Nothing herein shall be deemed to prevent the Township from cooperating with the grantee and participating in the defense of any litigation by its own counsel at its own costs and expense; provided, however, that grantee shall have the right to defend, settle or compromise any claim or action arising hereunder and grantee shall have the sole authority to decide the appropriateness and the amount of any such settlement. Recovery by the Township of any sum by reasons of the liquidated damages required by the franchise shall be deducted from any recovery which the Township might have against the grantee arising out of the same transaction under the terms of this Section.

(Ord. 97-10-04, 10/27/1997, Art. VI)

§13-307. Design and Construction Provisions.

1. Authority to Construct.

- A. Authorization to Commence Construction and Application Procedures. Within 30 days after acceptance by the grantee of a franchise, the grantee shall apply for any needed contracts for pole use. Pole space and other facilities obtained from the Township, utilities and other lawful uses of the public way shall be at the cost and expense of the grantee. Within 30 days after completion of the make-ready survey identifying the routes of the system facility, the grantee shall apply for all additional licenses from the Commonwealth, Township or other necessary parties, such as the railroads for crossing under or over their property. In any event, all necessary applications for permits, licenses, certificates and authorizations shall be applied for in a timely fashion so that such filing and processing shall not interfere with or cause delay with the construction scheduled as outlined in the franchise.

- B. Power to Contract. Upon grant of the franchise and in order to construct, operate and maintain a cable system in the Township, the grantee shall obtain right-of-way permits from appropriate Township, Commonwealth, County and Federal officials necessary to cross or otherwise use highways or roads under their respective jurisdiction, obtain permission, when required, from Federal Aviation Administration to erect and maintain antennas and

obtain whatever other permits a Township, County, Commonwealth or Federal agency may require.

2. Construction and Technical Standards.

- A. Compliance with Construction and Technical Standards. Grantee shall construct, rebuild, install, operate and maintain its system in a manner consistent with all laws, ordinances, construction standards, governmental requirements, FCC technical standards and detailed technical standards submitted by grantee as part of its application, which standards are incorporated by reference herein. The grantee, through the system, shall provide uniform, strong signals which are free from any significant distortion and interference. The system shall be designed, constructed, operated and maintained for 24 hours a day continuous operation. The system shall produce, for reception on subscribers' receivers which are in good working order, either monochrome or color pictures (providing the receiver is color capable) which are free from any significant interference or distortion which would cause any material degradation of video or audio quality.
- B. State of the Art. The grantee shall construct, install, operate and maintain its system in accordance with the then current standards of the art of cable communications, such standards to include, but not be limited to, the following:
 - (1) The system will be constructed to permit a minimum of 750 MHZ operation.
 - (2) The grantee shall maintain its system facilities in a manner which will continue to enable it to add new services and associated equipment as specified in the franchise agreement.
- C. Township Approval of Construction Plans. Prior to the erection of any towers, poles or conduits or the upgrade or rebuild of the cable communications system under this Part, the grantee shall first submit to the Township and other designated parties for approval a concise description of the facilities proposed to be erected or installed, including engineering drawings, if required, together with a map and plans indicating the proposed location of all such facilities. No erection or installation of any tower, pole, underground conduit or fixture or any rebuilds or upgrading of the cable communications system shall be commenced by any person until approval therefor has been received from the Township. Approval of each phase of new construction or rebuild design plans shall be deemed granted for any submission made to the Township unless expressly disapproved within 60 days. All other approvals, such as permits, will be provided within the time frames specified by relevant law and regulation.
- D. Contractor Qualifications. Any contractor proposed for work of construction, installation, operation, maintenance and repair of system equipment must

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be properly licensed under laws of the Commonwealth and all local ordinances.

- E. **Minimum Interference.** The grantee's system and associated equipment erected by the grantee within the Township shall be so located 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 and places. No pole or other fixtures placed in any public ways by the grantee shall be placed in such a manner as to interfere with normal travel on such public way.
- F. **Township Maps.** The Township does not guarantee the accuracy of any maps showing the horizontal or vertical location of existing substructures. In public rights-of-way, where necessary, the location shall be verified by excavation.
- G. **Quality of Construction.** Construction, installation, operation and maintenance of the cable communications system shall be performed in an orderly and workmanlike manner, in accordance with then current technological standards and the manufacturer's specifications. All cables and wires shall be installed, where possible, parallel with electric and telephone lines. Multiple cable configurations shall be arranged in parallel and bundled with due respect for engineering considerations.
- H. **Construction Standards.** Grantee shall at all times comply with National Electrical Safety Code (National Bureau of Standards), National Electrical Code (Nation Bureau of Fire Underwriters), Bell System Code of Pole Line Construction, applicable FCC or other Federal, Commonwealth and local regulations and standards as set forth in the franchise.
- I. **Non-Interference.** In any event, the system shall not endanger or interfere with the safety of persons or property in the franchise area or other areas where the grantee may have equipment located.
- J. **Antennas.** Any antenna structure used in the cable communication system shall comply with construction, marking and lighting of antenna structure standards as required by Federal and Commonwealth law or regulation.
- K. **OSHA.** All worker facilities, conditions and procedures that are used during construction, installation, operation and maintenance of the cable system shall comply with the standards of the Occupations Safety and Health Administration.
- L. **RF Leakage.** RF leakage shall not exceed FCC permitted maximum levels as evidenced by annual cumulative leakage index measurements. FCC rules and regulations shall govern. The system shall cause no measurable inter-

ference in TV signal reception to any operating receiver not connected to and serviced by the system.

- M. Standby Power. The grantee shall maintain equipment capable of providing standby power for a minimum of eight hours for the headend and two hours for transportation and trunk amplifiers.
3. System Construction Schedule. The franchise shall specify the construction schedule.
 4. Extension of Service. The grantee shall provide service to all dwelling units or commercial entities requesting service and in any additional areas annexed to the Township within six months of such request, subject to any line extension requirements specified in the franchise agreement.
 5. Use of Streets.
 - A. Underground Installation. All installations shall be underground in those areas of the Township where public utilities providing both telephone and electric service are underground at the time of installation. In areas where either telephone or electric utility facilities are aboveground at the time of installation, grantee may install its service aboveground; provided, that at such time as those facilities are required to be placed underground by the Township or are placed underground, the grantee shall likewise place its services underground without additional cost to the Township or to the individual subscriber so served within the Township. Where not otherwise required to be placed underground by this Part or the franchise, the grantee's system shall be located underground at the request of the adjacent property owner; provided, that the excess cost over the aerial location shall be borne by the property owner making the request. All cable passing under the roadway shall be installed in conduit.
 - B. Permits. Prior to construction or alteration; however, the grantee shall in each case file plans with the appropriate Township agencies, complete use agreements with the utility companies, obtain all construction permits and receive written approval of the Township before proceeding, which approval shall not be unreasonably withheld or delayed.
 - C. Interference with Persons, Improvements, Public and Private Property and Utilities. The grantee's system and facilities, including poles, lines, equipment and all appurtenances, shall be located, erected and maintained so that such facilities shall:
 - (1) Not endanger or interfere with the health, safety or lives of persons.
 - (2) Not interfere with any improvements the Township, County or Commonwealth may deem proper to make.

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- (3) Not interfere with the free and proper use of public streets, alleys, bridges, easements or other public ways, places or property, except to the minimum extent possible during actual construction or repair.
 - (4) Not interfere with the rights and reasonable convenience of private property owners, except to the minimum extent possible during actual construction or repair.
 - (5) Not obstruct, hinder or interfere with any gas, electric, water or telephone facilities or other utilities located within the Township.
- D. Restoration to Prior Condition. In case of any disturbance of pavement, sidewalk, driveway or other surfacing, the grantee shall, at its own cost and expense and in a manner approved by the Township, replace and restore all paving, sidewalk, driveway, landscaping or surface of any street or alley disturbed, in as good a condition as or better than before said work was commenced, and in a good workmanlike, timely manner in accordance with standards for such work set by the Township. Weather permitting, restoration shall be undertaken within no more than 10 business days after the damage is incurred and the grantee shall use its best efforts to complete the restoration as soon as possible thereafter.
- E. Relocation of the Facilities. In the event that at any time during the period of the franchise, the Township, County or Commonwealth shall lawfully elect to alter or change the grade of any street, alley or other public ways, the grantee, upon reasonable notice by the proper authority, shall remove or relocate as necessary its poles, wires, cables, underground conduits, man-holes and other fixtures at its own expense.
- F. Cooperation with Building Movers. The grantee shall, on the request of any person holding a building-moving permit issued by the Township, temporarily raise or lower its wire to permit the moving of buildings. The expense of such temporary removal, raising or lowering of wires shall be paid by the person requesting the same and the grantee shall have the authority to require such payment in advance. The grantee shall be given not less than 15 working days' advance notice to arrange for such temporary wire changes.
- G. Tree Trimming. The grantee shall have the authority, except when in conflict with existing Township ordinances, to trim any trees upon and overhanging public right-of-way so as to prevent the branches of such trees from coming in contact with system facilities, except that at the option of the Township, such trimming may be done by it or under its supervision and direction at the expense of the grantee.
- H. Easements. All necessary easements over and under private property shall be the responsibility of the grantee.

- I. Private Property. Grantee shall be subject to all laws, ordinances or regulations regarding private property in the course of constructing, installing, operating or maintaining the cable communications system in the Township of New Britain. Grantee shall promptly repair or replace all private property, both real and personal, damaged or destroyed as a result of the construction, installation, operating or maintenance of the cable communications system at its sole cost and expense.
6. Erection, Removal and Common Use of Poles.
 - A. Approval for Poles. No poles shall be erected by the grantee without prior approval of the Township with regard to location, height, types and any other pertinent aspect and consideration given by the Township to the availability of existing poles and local aesthetics. However, no location of any pole or wire-holding structure of the grantee shall give rise to a vested interest and such poles or structures shall be removed or modified by the grantee at its own expense whenever the Township determines that the public convenience would be enhanced thereby.
 7. Construction Reporting Requirements.
 - A. Progress Reports. Within 30 days of the granting of a franchise to construct a new system pursuant to this Part, the grantee shall provide the Township with a written progress report detailing work completed to date and a schedule for completion of construction. Such report shall include a description of the progress in applying for any necessary agreements, licenses or certifications and any other information the Township Manager may deem necessary. The content and format of the report will be determined by the Township Manager and may be modified at his/her discretion. The time frame established above shall not apply to the upgrade or rebuild of an existing system.
 - B. Time Frame for Reports. Written progress reports as described in subsection (A) above, shall be submitted to the Township on a bi-monthly basis throughout the new construction or rebuild process. The Township Manager may require more frequent reporting if he/she determines it is necessary to better monitor the grantee's progress.
 - C. Subscriber Information. Prior to the commencement of any significant system construction, the grantee shall produce an informational document to be distributed to all residents of the area to be under construction, which shall describe the activity that will be taking place. The informational document shall be reviewed and approved by the Township Manager prior to its distribution.
 8. Test and Performance Monitoring.

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- A. Completion Tests. Not later than 60 days after any new or substantially rebuilt portion of the system is made available for service to subscribers and thereafter on the annual anniversary of the effective date of the franchise, the grantee shall conduct technical performance tests to demonstrate full compliance with all technical standards contained in this Part and the franchise and the technical standards and guidelines of the FCC.
- B. Methodology. Such tests shall be performed by or under the supervision of a qualified engineer or technician with proper training and experience. A copy of the report shall be submitted to the Township, describing test results, instrumentation, calibration and test procedures and the qualification of the engineer responsible for the tests.
- C. Test Points. System monitor test points shall be established at or near the output of the last amplifier in the longest feeder line, at or near trunk line extremities. Such periodic tests shall be made at the test points as shall be required by the FCC and/or the franchise.
- D. FCC Tests. In addition to the performance test reports required herein, a copy of any performance test reports required by the FCC shall be submitted to the Township within 60 days of completion.
- E. Township Required Tests. Whenever there have been similar complaints made or when there exists other evidence, which, in the judgment of the Township, casts doubt on the reliability or quality of the grantee's system, the Township shall have the right and authority to compel the grantee to test, analyze and report on the performance of its system with respect to the specified complaints. To the extent permitted by law or regulation, the Township may require additional tests, full or partial repeat tests, different test procedures or tests involving specific subscriber's terminal. Reports on such tests shall be delivered to the Township no later than 30 days after the Township formally notifies the grantee and shall include the following information:
 - (1) The nature of the complaints which precipitated the special tests.
 - (2) What system component was tested.
 - (3) The equipment used and procedures employed in said testing.
 - (4) The results of such tests.
 - (5) Methods by which said complaints were resolved.

Said tests and analyses shall be supervised by a qualified engineer or technician, who shall sign all records of the special tests and forward same to the Township with a report interpreting the results of the tests and recommending what actions should be taken. If requested by the Township, and

at the Township's expense, the grantee shall allow an independent engineer to conduct such tests. Grantee shall reimburse the Township for the expense of the tests if such tests indicate that the cable communications system does not substantially comply with relevant laws and regulations.

(Ord. 97-10-04, 10/27/1997, §VII)

§13-308. Service Provisions.

1. Services to Subscribers and Users.

A. Programming. Concurrently with the activation of the cable communications system in the Township, the grantee shall provide all services to subscribers as described herein and in the franchise:

- (1) The system shall carry the broad categories of programming and services listed in the franchise. Should the grantee desire to change the selection of programs or services offered on any of the tiers, it shall maintain the mix, quality and level of services provided over the system. Any such change in programs or services offered shall comply with the conditions and procedures contained in the franchise and shall be reported to the Township at least 30 days prior to the proposed implementation and, when practicable, 45 days' prior notice to the Township. The grantee shall notify all subscribers, in writing, at least 30 days prior to implementing any change in the selection of programs or services offered on any tiers or prior to adding or deleting any channels or changing the channel number for any station. The grantee shall use its best efforts to ensure diversity of programming.
- (2) A basic service tier shall be offered to subscribers throughout the term of this Part and the franchise.
- (3) At a minimum, the grantee shall provide and maintain, within the time frame specified in the franchise, the following access channels whose purposes are outlined below:
 - (a) "Government access channel" which shall be a specifically designated channel for noncommercial local governmental use and shall be managed, scheduled and programmed exclusively by the Township.
 - (b) "Educational access channel" which shall be a specifically designated channel for noncommercial use by local public and private school authorities and shall be managed, scheduled and programmed exclusively by them.

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- (c) A “public access channel” which will be a specifically designated channel for noncommercial use by members of the general public on a non-discriminatory basis and shall be managed and scheduled by the grantee.
 - (4) The grantee shall make available leased access channels for commercial use as required by Federal law.
 - (5) The grantee shall fully provide, at a minimum, services, facilities and equipment for public, educational and government access as indicated in the franchise.
 - B. Emergency Override. The grantee shall provide, service and maintain public emergency transmission facilities to the Township, as described in the franchise.
- 2. Installations, Connections and Other Grantee Services.
 - A. Standard Installations. Standard installation shall consist of a service not exceeding 150 feet from a feeder cable or pedestal attachment to the customer’s residence. Service in excess of 150 feet and concealed wiring shall be charged at such cost as exceeds normal installation costs. The desire of the subscriber as to the point of entry into the residence or commercial establishment and as to the location of pedestals shall be observed whenever possible. Runs in building interiors shall be as unobtrusive as possible. The grantee shall use due care in the process of installation and shall repair any damage to the subscriber’s property caused by said installation. Weather permitting, such restoration shall be undertaken within no more than 10 days after the damage is incurred and the grantee shall use its best efforts to undertake and complete such restoration as soon as possible thereafter.
 - B. On-Time Guarantee. Excluding circumstances beyond its control, the grantee shall guarantee that service and installation appointments will be performed promptly. To this end, and except as provided above, grantee shall not charge a subscriber for an installation where the grantee is late for the installation appointment. Furthermore, in the event grantee is late for a service appointment, grantee shall provide the affected customer with a \$20 bill credit. Where the grantee schedules appointment windows, the grantee shall be considered late for an appointment if it does not arrive at the customer’s home within the scheduled window.
 - C. Antennas and Antenna Switches. Except in cases where safety is threatened after notification to the affected party and the safety problem is not corrected, the grantee shall not, as a condition to providing cable communications service, require any subscriber or potential subscriber, to remove any existing antenna structures for the receipt of over-the-air television signals. The grantee shall install, upon the request of the subscriber, an RF or antenna switch where required for the provision of services provided by the

grantee. If the grantee finds safety a problem, the affected subscriber shall be notified, provided with an opportunity to correct the problem and have service resumed after correction has occurred.

- D. Lockout Devices. The grantee shall provide to the potential subscriber, as part of its promotional literature, information concerning the availability of a lockout device for use by a subscriber. The grantee reserves the right to require a reasonable deposit for the use of the device, as set forth in the rate schedule. The lockout device described herein shall be made available to all subscribers requesting it beginning on the first day that any cable service is provided.
- E. Re-Connection. Grantee shall restore service to customers wishing restoration of service provided customer shall first satisfy any previous obligations owed.
- F. Free Disconnection. Subscribers shall have the right to have cable service disconnected without charge. Such disconnection shall be made as soon as practicable and in no case later than 15 days following notice to grantee of same. A refund of unused service charges shall be paid to the customer within 45 days from the date of termination of service.

3. Service Calls and Complaint Procedures.

- A. Business Office. The grantee shall establish, operate and maintain within 10 miles of the Township a business office, teleproduction facility and maintenance and repair facility for the purpose of receiving inquiries, requests and complaints concerning all aspects of the construction, installation, operation and maintenance of the system and for the payment of subscriber's service charges and providing facilities for the production or programming.
- B. Telephone Service. The grantee shall have a locally listed or toll-free telephone number to receive subscriber service calls 24 hours a day, seven days a week. The grantee shall provide a sufficient number of telephone lines and telephone staff members to enable subscribers to reach the grantee as specified in the FCC regulations. Grantee's number shall be published and made available to subscribers and the general public. The grantee shall, in addition, provide a private telephone number to the Township and utility companies to enable the Township or the utility companies to reach the grantee in case of emergency on a twenty-four-hour, seven days a week basis for same day response.
- C. Response Time. The grantee shall respond to and resolve subscriber's complaints or requests for service in connection with repairs and maintenance and malfunctions of system facilities. The grantee shall respond as quickly as possible to such complaints and requests, but shall in any case respond within the time frames set forth in the franchise. Complaints or requests which may pose a potential health and safety hazard will be responded to

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immediately. In connection with billing complaints, the grantee shall respond within seven business days.

- D. **Grantee Rules.** The grantee shall prepare and file with the Township copies of all of its rules and regulations in connection with the handling of inquiries, requests and complaints. The grantee shall, by appropriate means, such as a card or brochure, furnish information concerning the procedures for making inquiries or complaints, including the name, address and local telephone number of the employee or employees or agent to whom such inquiries or complaints are to be addressed and furnish information concerning the Township office responsible for the administration of the franchise including, but not limited to, the address and telephone number of said office.
 - E. **Complaint Records.** The grantee shall keep full records in connection with all inquiries or complaints and requests in connection with the system that result in the generation of a work order or are referred by the Township, or that are referred to the grantee's customer satisfaction department for resolution. Such records shall identify the person contacting the grantee and the person responding on behalf of the grantee, the subject matter of the contact, the date and time it was received, the resolution of the matter in question or the action taken by the grantee in connection with the contact and the date and time thereof and such other information as may be deemed pertinent by the grantee. These records shall be made available for periodic inspection by the Township.
 - F. **Equipment Service.** The grantee shall service or replace without charge above the normal lease cost, all equipment which it owns and leases to the subscriber; provided, however, that the grantee may charge a subscriber for service to or replacement of any equipment damaged due to negligence of such subscriber. This provision shall not apply to any equipment covered by a separate service/maintenance contract.
 - G. **Investigation and Remedial Action.** For recurrent complaints regarding service deficiencies (other than total or partial loss of service, such as "ghosting," weak audio signal, distortion and the like), the Township Manager may require the grantee to investigate and report to him/her the causes and cures thereof and the Township Manager may also conduct his/her own investigation. Thereafter, the Township Manager may order specified remedial action to be taken within reasonably feasible time limits. If such action is not taken, or is ineffective, or if within 30 days the grantee files with the Board of Supervisors a notice of objection to the order, the Board of Supervisors may conduct a hearing and may, if the evidence warrants a finding of fault on the part of the grantee, take appropriate action pursuant to the terms of this Part.
4. **Continuity of Service Mandatory.**

- A. **Subscription Rights.** It shall be the right of all subscribers to receive continuous uninterrupted services insofar as their financial and other obligations to the grantee are honored.
 - B. **Cooperation.** In the event that the grantee elects to rebuild, modify or sell the system or the Township gives notice of intent to terminate or fails to renew its franchise, the grantee shall cooperate with the Township or new grantee or operator in maintaining continuity of service to all subscribers. During such period, grantee shall be entitled to the revenues for any period during which it operates the system and shall be entitled to reasonable costs for the services when it no longer operates the system.
 - C. **Failure to Provide Continuity.** In the event the grantee fails to operate the system for 30 consecutive days without prior approval of the Township or without just cause, the Township may, at its option, operate the system or designate an operator until such time as grantee restores service under conditions acceptable to the Township or a permanent operator is selected. If the Township is required to fulfill this obligation for the grantee, the grantee shall reimburse the Township for all reasonable costs or damages in excess of revenues from the system received by the Township that are the result of the grantee's failure to perform.
5. **Protection of Subscriber Privacy.**
- A. **Protection of Subscriber Privacy Mandatory.** Grantee shall at all times protect the privacy of subscribers, as provided in this Part and other applicable Federal, Commonwealth and local laws.
 - B. **Notice of Privacy Provisions.** At the time of entering into an agreement to provide any cable service or other service to a subscriber and at least once a year thereafter, grantee shall provide notice in the form of a separate written statement to subscriber which clearly and conspicuously informs the subscriber of the privacy rights of the subscriber and the limitations placed upon grantee with regard to the collection, retention, inspection and dissemination of any personally identifiable information.
 - C. **Correction Policy.** Each subscriber shall be provided access to all personally identifiable information regarding that subscriber which is collected and maintained by grantee. Such information shall be made available to the subscriber at reasonable times and at a convenient place designated by grantee. A cable subscriber shall be provided reasonable opportunity to correct any error in such information.
6. **Rights of Individuals.**
- A. **Nondiscrimination Required.** Grantee shall not deny service, deny access or otherwise discriminate against subscribers, channel users or general citizens on the basis of race, color, religion, national origin, age, sex or physical

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or mental handicaps, provided the subscriber shall pay all applicable fees for the service desired. Grantee shall comply at all times with all other applicable Federal, Commonwealth and local laws and regulations and all executive and administrative orders relating to nondiscrimination which are hereby incorporated and made part of this Part by reference.

- B. Fairness of Accessibility. The entire system of the grantee shall be operated in a manner consistent with the principles of fairness and equal accessibility of its facilities, equipment, channels, studios and other services to all citizens, businesses, public agencies and other entities having a legitimate use for the network and no one shall be arbitrarily excluded from its use; allocation of use of said facilities shall be made according to the rules or decisions of the grantee and any regulatory agencies affecting the same.
- C. Information Accessibility. Each individual shall have the right to information concerning the provisions of this Part and the rules and regulations formulated pursuant to it by the Board of Supervisors, the grantee, agent or entity created hereunder or pursuant to this Part.

(Ord. 97-10-04, 10/27/1997, §VIII)

§13-309. Books, Records and Reports.

1. Books and Records Available to the Grantor.

- A. Records. The Township or its officially designated representatives shall have the right to inspect all pertinent or relevant records, books, plans, customer service logs and financial statements maintained by grantee which relate to the operation of the cable system, enforcement of this Part and the franchise and directly to computation of gross annual revenues and construction and location of facilities within the Township, at grantee's place of business upon reasonable notice and during normal business hours. Access to the aforementioned records shall not be denied by the grantee on the basis that said records contain "proprietary" information. The Township and its officially designated representatives agree to treat any information disclosed and reports, maps and other documents submitted to or inspected by the Township or its designated representatives as confidential and only to disclose it to employee, agents or representatives thereof that have a need to know or in order to enforce the provisions hereof. Grantee shall make available adequate financial records within the Township to permit the auditing of the grantee's gross revenues. The Township shall notify the grantee in a timely manner if a request is made for information which the grantee has clearly marked as "confidential." Such notification shall specify the period of time the grantee has to submit to the Township any comments on the request and may, at its own expense, resist the request. The Township, in any event, shall not be liable for any disclosure required by law.

- B. Review. Grantee shall permit any duly authorized representative of the Township to examine and copy or transcribe any and all maps and other records kept or maintained by grantee or under its control concerning the operations, affairs, transactions or property of grantee. If any of such maps or records are not kept in the Township or upon reasonable request made available in the Township and if the Township shall determine that an examination of such maps or records is necessary or appropriate to the performance of any of their duties, then all travel and maintenance expenses necessarily incurred in making such examination shall be paid by grantee.
2. Reports Required. The grantee shall file with the Township:
- A. Regulatory Communications. Upon request from the Township, any reports required by the Federal Communications Commission (FCC) including, but not limited to, any annual proof of performance tests and results, Equal Employment Opportunity (EEO) reports, required financial information and all petitions, applications and communications of all types submitted by grantee to the FCC, the Security and Exchange Commission (SEC) or any other Federal or Commonwealth regulatory commission or agency having jurisdiction over any matter affecting the operation of grantee's system will be made available to the Township.
 - B. Facilities Report. An annual report setting forth the physical miles of plant construction and plant in operation during the fiscal year shall be submitted to the Township. After completion of initial construction or any rebuild, maps designating the location of the cable plant shall be filed with the Township. Thereafter, any revisions to the system shall be reflected in updated maps provided to the Township in a timely manner after such changes are made.
 - C. Construction Reports. During the progress of any initial, rebuild or other major construction undertaken during the term of the franchise, reports shall be sent to the Township on a bi-monthly basis until construction is complete, as specified in this franchise.
 - D. Proof of Performance Tests. Proof of performance test results shall be supplied to the Township when sections of the system are rebuilt and annually as required in §§13-307(8)(B) and (E) of this Part.
 - E. Test Required by Township. Technical tests required by Township as specified in §13-308(8)(E) of this Part and the franchise shall be submitted within 30 days of notification.
 - F. Change in Service. Written notification of any change in programming or service shall be provided to the Township 30 days prior to implementation and, when practicable, prior notice shall be given 45 days in advance.

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- G. **Grantee Rules.** The grantee's schedule of charges, contract or application forms of regular subscriber service policy regarding the processing of subscriber complaints, delinquent subscriber disconnect and reconnect procedures and any other terms and conditions adopted as the grantee's policy in connection with its subscribers shall be filed with the Township and conspicuously posted in the grantee's local office. All such terms and conditions, including schedule of charges, must have been filed with the Township prior to their becoming effective. Such rules and regulations, terms and conditions shall not be in conflict with the provisions hereof or applicable Commonwealth and Federal laws, rules or regulations.
- H. **Proof of Bonds and Insurance.** Grantee shall submit to the Township the required performance bond or a certified copy thereof and written evidence of payment of required premium and all policies of insurance required by this Part, or certified copies thereof, and written notice of payment of required premiums.
- I. **Financial and Ownership Reports.** The following financial reports for the franchise area shall be submitted to the Township as provided for below:
- (1) An annual ownership report, indicating all persons, who at any time during the preceding year did control or benefit from an interest in the franchise of 5% or more to be provided where any changes in ownership have occurred from those previously reported.
 - (2) A fully-audited and certified financial report from the previous calendar year, including year-end balance sheet, income statement showing subscriber revenue from each category of service and every source of non-subscriber revenue, line item operating expenses, depreciation expense, interest expense and taxes paid, statement of sources and application of funds and depreciation schedule to be provided every three years, if requested. The fully audited and certified information will be provided on a Township basis for gross revenue. Required financial information may be provided on a consolidated basis for expenses, depreciation and sources and applications of funds.
 - (3) A current annual statement of all capital expenditures, including the cost of construction and of equipment to be provided every three years, if requested. Such information may be provided on a consolidated basis where franchisee specific information is not available.
 - (4) An annual list of any changes to the officers and members of the Board of Grantee and of any parent corporation.
 - (5) An annual report of the grantee and any parent corporation.

J. Operational Reports. The following system and operational reports shall be submitted to the Township upon written request by the Township Manager or his designee:

- (1) A report on the system's technical tests and measurements as set forth herein and in the franchise.
- (2) A report on programs and services offered by grantee, including public, educational, government and leased access.
- (3) An annual summary of the previous year's activities including, but not limited to, subscriber totals for each category of service offered, including number of pay units sold, new services offered and the amount collected annually from other users of the system and the character and extent of the service rendered thereto.
- (4) An annual summary of complaints received and handled in addition to any reports required in the franchise.
- (5) An annual projection of system and service plans for the future.

K. Additional Reports. The grantee shall prepare and furnish to the Township at the times and in the form prescribed, such additional reports with respect to its operation, affairs, transactions or property, as may be reasonably necessary and appropriate to the performance of any of the rights, functions or duties of the Township in connection with this Part or the franchise, upon written request of the Township Manager or his designee.

3. Records Required.

A. Mandatory Records. The grantee shall at all times maintain:

- (1) A record of all complaints received and interruptions or degradation of service experience for the preceding period prior to a performance review or a maximum of three years, whichever is less.
- (2) A full and complete set of plans, records and "as built" maps showing the location of all cable communications system equipment installed or in use in the Township, exclusive of subscriber service drops.

B. Other Records. The Township may impose reasonable requests for additional information, records and documents, from time to time.

C. In order to guarantee the accuracy and completeness of Township's franchise fees as set forth in §13-304(15) of this Part, grantee shall place a tax parcel identifier on all Township subscriber monthly cable bills. The purpose of the tax parcel identification number for Township's subscribers is to provide for clear accountability of all franchise fees to the Township and this

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requirement shall supersede any inconsistent provisions in the companion franchise agreement.

(Ord. 97-10-04, 10/27/1997, §IX)

§13-310. Miscellaneous Provisions.

1. Captions. The captions to Sections throughout this Part are intended solely to facilitate reading and reference to the Sections and provisions of this Part. Such captions shall not affect the meaning or interpretation of this Part.
2. Franchise Applications.
 - A. Invitation of Any Applications for a Franchise, Public Notice of "Request for Proposals." The Township may invite applications for a cable television franchise by means of a public notice advertising the availability of its "request for proposals." The public notice shall contain, but need not be limited to:
 - (1) A description of the franchise area which is sought.
 - (2) A statement that a formal "request for proposals" is available to prospective applicants from a Township official whose name, address and telephone number is specified.
 - (3) A statement that applications for the franchise must be submitted in writing in the form and manner specified in the "request for proposals" no later than a day certain.
 - (4) A statement that all applications will be made available for public inspection during normal business hours at a specified location.
 - B. Request for Proposals. Prior to inviting any applications for any television franchise, the Township shall prepare a "request for proposals" that shall contain, but need not be limited to, the following:
 - (1) A description of the cable television system and services desired by the Township, including any system specifications established by the Township.
 - (2) A statement specifying the form that all applications shall follow.
 - (3) A statement indicating the amount of the application fee (if any) to be submitted with the application and the manner in which such fee is to be submitted.

- (4) A statement that all applications must contain the information required by the "Request for Proposal."
 - (5) The closing date for the submission of applications.
 - (6) The name, address and telephone number of the Township official(s) who may be contacted for further information.
- C. Requirement for Public Hearing on Reasonable Notice. The Township shall conduct a public hearing prior to awarding or denying any cable television franchise. The hearing shall be preceded by reasonable notice to each of the franchise applicants and to the public and shall be conducted by the Township Board of Supervisors in accordance with the following procedures:
- (1) There shall be an agenda for the hearing which shall specify the proposal(s) to be considered at the hearing.
 - (2) Every person who has applied for a cable television franchise shall appear at the hearing either in person or by authorized representative. The application of any applicant not so appearing shall not be further considered, except for good cause shown.
 - (3) All persons shall be given opportunity to participate in the hearing, but nothing contained herein shall limit the power of the presiding officer to establish reasonable time limits and otherwise limit repetitive statements or questions.
 - (4) The notice of hearing shall:
 - (a) Conform to all relevant Commonwealth and local laws and ordinances.
 - (b) Describe the agenda to be considered at the public hearing.
 - (c) Indicate that copies of all franchise applications are available for public inspection during normal business hours at a place to be specified in the notice.
- D. Township Discretion. The Township, at its discretion, may reject any application for a franchise. In awarding a franchise, the Township shall allow the applicant's cable system a reasonable period of time to become capable of providing cable service to all households in the franchise area, may require adequate assurance that the cable operator will provide adequate public, educational and governmental access channel capacity, facilities or financial support and may require adequate assurance that the cable operator has the financial, technical or legal qualifications to provide cable service.

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3. Calculation of Time. Unless otherwise indicated, when the performance of or doing of any act, duty matter, payment or thing is required hereunder and a period of time or duration for the fulfillment of doing thereof is prescribed and is fixed herein, the time shall be computed so as to exclude the first and include the last day of the prescribed or fixed period of duration time. When the last day of the period falls on a Saturday, Sunday or a legal holiday, that day shall not be counted in the computation.

(Ord. 97-10-04, 10/27/1997, §X)

PART 4

ALARM DEVICES

§13-401. Definitions.

1. As used in this Part, the following terms shall have the meanings indicated unless a different meaning clearly appears from the context:

ACCIDENTAL FALSE ALARM — any false alarm which is not an intentional false alarm as defined herein, or, not when an intrusion, crime, fire or other emergency has actually occurred.

ALARM — a communication to the Police Department indicating that a crime, fire or other emergency situation warranting immediate action by the Police Department has occurred or is occurring.

ALARM DEVICE — a mechanical device designed to automatically transmit an alarm by wire, telephone, radio or other means directly to a person or security company that is instructed to notify the Police Department of the alarm or to activate a bell or sounding device to be heard outside a building which is intended to alert the police or others to the existence of a crime, fire or other emergency situation warranting police action.

FALSE ALARM — an alarm to which the Police Department responds resulting from the activation of an alarm device when a crime, fire or other emergency warranting immediate action by the Police Department has not in fact occurred.

INTENTIONAL FALSE ALARM — a false alarm resulting from the intentional activation of an alarm device by an individual under circumstances where that individual has no reasonable basis to believe that a crime, fire or other emergency warranting immediate action by the Police Department has occurred or is occurring.

PERMIT HOLDER — a person to whom the Police Department or Fire Marshal's Office has issued an alarm device permit.

PERSON — an individual, corporation, partnership, incorporated association or other similar entity.

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

(Ord. 2007-02-01, 2/12/2007)

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§13-402. Permits Required.

1. It shall be unlawful for a property owner, lessee of property or a person otherwise occupying a premises within the Township to put an alarm device into operation on his premises or to allow an alarm device to be put into operation on his premises without first obtaining an alarm device permit from the Police Department or Fire Marshal's Office.
2. In order to apply for an alarm device permit, a person must submit an application to the Police Department or Fire Marshal's Office stating:
 - A. His name.
 - B. His home and business address and the telephone number of each.
 - C. The location at which the alarm device will be installed and operated.
 - D. The names, addresses and telephone numbers of at least two individuals who have keys to the premises at which the alarm device is located and who are authorized to enter the premises at any time, but who do not reside at the premises at which the alarm device is located.
 - E. A general written description of the device other than schematics.
 - F. If the device is to be leased or rented from, or is to be serviced pursuant to a service agreement by, a person other than the person making application for an alarm device permit, the name, address and telephone number of that person must be stated in the application. In addition, each person submitting an application for an alarm device permit shall submit a signed statement in the following form:

"I (We), the undersigned applicant(s) for an alarm device permit, intending to be legally bound hereby, agree with the Township that neither I (We), nor anyone claiming by, through or under me (us), shall make any claim against the Township, its officials or agents, for any damages caused to the premises at which the alarm device, which is the subject of this application, is or will be located, if such damage is caused by a forced entry to said premises by employees of the Township in order to answer an alarm from said alarm device at a time when said premises are or appear to be unattended or when in the discretion of said employees the circumstances appear to warrant a forced entry."
 - G. The Police Department or Fire Marshal's Office shall furnish forms which any person wishing to apply for an alarm device permit shall submit with his application.
3. The Police Department or Fire Marshal's Office shall, within 10 working days from receipt of an application for an alarm device permit grant an alarm device

permit to the applicant or notify the applicant in writing that his application has been denied and the reason or reasons why it has been denied.

4. An application for an alarm device permit may only be denied for the following reasons:
 - A. The application submitted by the applicant does not comply with subsection (2) of this Section.
 - B. The applicant's alarm device does not conform to the operational standards set forth in §13-403 of this Part.
5. Notwithstanding the language contained in subsection (1) of this Section, it shall not be unlawful for a person to continue to operate an alarm device on his premises without an alarm device permit for a period of 90 days after the effective date of this Part; provided, said alarm device was in operation on the effective date of this Part.
6. The Police Department or Fire Marshal's Office shall have the power to revoke an alarm device permit. An alarm device permit shall be revoked by notifying the permit holder in writing that his alarm device permit has been revoked and the reason or reasons why it has been revoked. Said written notice shall be:
 - A. Delivered personally to the permit holder, in which case the revocation shall be effective immediately upon delivery.
 - B. Mailed to the permit holder at his last known address by certified mail, postage prepaid, in which case the revocation shall be effective three days after mailing.
7. An alarm device permit may only be revoked for the following reasons:
 - A. Failure of an alarm device to conform to the operation standards set for in §13-403 of this Part.
 - B. Failure of a permit holder to pay a false alarm charge assessed to him by the Police Department under the provisions of §13-404 of this Part within 30 days of the mailing to him of a notice of the assessment of a false alarm charge.
 - C. The occurrence of more than 12 false alarms from an alarm device during any calendar year.
 - D. The occurrence of an intentional false alarm caused by the permit holder or by an individual over the age of 15 who resides on the premises where the alarm device is located.

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8. A person who has had his alarm device permit revoked under subsections (7) and (8) of this Section may reapply for an alarm device permit 45 days after the effective date of such revocation; provided, that if a person's alarm device permit was revoked for nonpayment of a false alarm charge or for nonpayment of installation or maintenance fees, or both, the Police Department or Fire Marshal's Office shall deny said application unless such charge or fee, or both, have been paid. Notwithstanding the foregoing, a person who has had his alarm device permit twice revoked on the basis of an occurrence of an intentional false alarm may not reapply for an alarm device permit for one year from the effective date of the second revocation.

(Ord. 2007-02-01, 2/12/2007)

§13-403. Operational Standards.

1. An alarm device need not contain a delay service which causes a delay to occur between the time the alarm device receives a triggering stimulus and the time the alarm device transmits an alarm.
2. If an alarm device is designed to cause a bell, siren or sound-making device to be activated on or near the premises on which the alarm device is installed at the time it gives an alarm, said alarm device shall be designed to deactivate the bell, siren or other sound-making device after 30 minutes of operation. Pre-existing units must be modified for a thirty-minute device unless said unit cannot be modified without replacement.
3. All alarm devices shall meet the applicable standards of the Underwriters Laboratories and/or the National Fire Protection Association, and/or other recognized industry standards, and shall be permitted under this Part if in conformity thereto. An alarm device which does not meet any of the above standards or for which there is no recognized industry standard shall require the applicant for a permit to submit evidence of the reliability or suitability of the alarm device. Any permit issued for such an alarm device which does not conform to the recognized standard shall be conditionally subject to satisfactory performance of said alarm device after installation. The applicant for a permit may be required to submit subsequent evidence of the reliability and suitability of the alarm device.
4. The sensory mechanism used in connection with an alarm device must be adjusted to suppress false indications of fire or intrusion, so that the alarm device will not be activated by impulses due to transient pressure change in water pipes, short flashes of light, wind noises such as the rattling of vibrating of doors or windows, vehicular noise adjacent to the premises, or other forces unrelated to genuine alarm situations.
5. The alarm device must be maintained by the permit holder in good repair to assure reliability of operation.

(Ord. 2007-02-01, 2/12/2007)

§13-404. False Alarms.

1. Intentional False Alarms. No permit holder or person shall create an intentional false alarm.
2. Accidental False Alarms. Any person or permit holder causing accidental false alarms for any reason shall pay to the Township a charge for each and every false alarm to which the police and/or fire departments responds, in each calendar year, pursuant to a schedule of charges established by resolution of the Board of Supervisors.
3. A false alarm charge shall be due and payable at the office of Police Department 30 days from the date of the mailing of the notice of assessment of the charge.
4. Failure of a permit holder to pay a false alarm charge on or before the date due shall subject such permit holder to revocation of his alarm device permit under §13-402(8) of this Part.
5. Failure of a person causing a false alarm, other than a permit holder, to pay a false alarm charge on or before the date due shall constitute a violation of this Part, and shall subject said person to the penalties set forth in §13-408 hereof.

(Ord. 2007-02-01, 2/12/2007)

§13-405. Liability of Township.

The issuance of any permit shall not constitute acceptance by the Township of any liability to maintain any equipment, to answer alarms, nor otherwise render the Township liable to any person for any loss or damage relating to the alarm system or procedure.

(Ord. 2007-02-01, 2/12/2007)

§13-406. Administration and Enforcement.

Administration and enforcement of this Part shall be the function of the Township and shall include the following:

- A. Authority to accept or reject a permit application or revoke a permit because of a misrepresentation or false statement contained in any application for permit, failure to correct any deficiencies in equipment or operation of an alarm device after receipt of due notice from the Township, or not meeting other conditions and specifications of this Part.

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- B. Authority to order the disconnection of an alarm device until such device is made to comply with operational standards set forth herein, but only when evidence of failure to comply with said standards imposes a burden upon the Township as a result of false alarms.
- C. Authority, at reasonable time and upon written notice, to enter upon any premises within the Township to inspect the installation and operation of an alarm device.

(Ord. 2007-02-01, 2/12/2007)

§13-407. Right to Appeal.

Whenever, under the provisions of this Part, the Police Department is empowered to make a decision with respect to the installation, operation or maintenance of any alarm device, or with respect to the denial or revocation of any permit relating thereto, any applicant for a permit or permit holder aggrieved by such decision may, within 10 days following the decision, file written appeal therefrom with the Board of Supervisors of the Township, whereupon the Board of Supervisors shall promptly conduct a hearing within 30 days of the appeal petition and affirm, modify or reverse the decision appealed from. The decision of the Board of Supervisors shall be final.

(Ord. 2007-02-01, 2/12/2007)

§13-408. Penalties.

Any person, firm or corporation who shall violate any provision of this Part, upon conviction thereof in an action brought before a Magisterial District Judge in the manner provided for the enforcement of summary offenses under the Pennsylvania Rules of Criminal Procedure, shall be sentenced to pay a fine of not more than \$1,000 plus costs and, in default of payment of said fine and costs, to a term of imprisonment not to exceed 90 days.

(Ord. 2007-02-01, 2/12/2007)