

ORDINANCE NO. 25-1984

AN ORDINANCE OF THE TOWNSHIP OF CENTRE, BERKS COUNTY, PENNSYLVANIA, REGULATING AND PROVIDING FOR THE LICENSING OF MASTER ANTENNAE CABLE TELEVISION SYSTEMS WITHIN THE TOWNSHIP AND IMPOSING PENALTIES FOR VIOLATION, AND REVOKING ALL PRIOR INCONSISTENT ORDINANCES

BE IT ORDAINED AND ENACTED by the Board of Supervisors of the Township of Centre, Berks County, Pennsylvania, AND IT IS HEREBY ORDAINED AND ENACTED by the authority of the same:

SECTION 1. The following terms shall be taken to have the meanings ascribed to them by this Section whenever used in the remainder of this Ordinance.

A. The term "Township" shall mean the Township of Centre, Berks County, Pennsylvania.

B. The terms "person" and "applicant" shall mean any person, firm, partnership, association, corporation, company or organization of any kind.

C. The term "Company" shall mean Tri-County Electronics, a partnership having its principal office in the Borough of Shoemakersville, Pennsylvania.

D. The term "Licensee" shall mean a person licensed under the provisions of this Ordinance.

E. The term "cable television system" shall mean a system of master antennae, antennas, cables,

system, which shall be available at all reasonable times to inspection by the Township through its duly designated agents, officers or employees.

SECTION 4. Licenses issued pursuant to the terms of this Ordinance shall be issued initially for a term of five (5) years, and shall be renewed automatically for successive terms of five (5) years each provided the Licensee complies in all respects with the terms hereof and maintains a financial condition satisfactory to the Township. This license, and any license granted pursuant to the provisions of this Ordinance, shall not be exclusive, and the Township reserves the right to grant similar licenses to other applicants.

SECTION 5. The Company and any Licensee under this Ordinance shall at all times be subject to all lawful exercises of the police power by the Township, and to such reasonable regulations as the Township shall hereafter by Resolution or Ordinance provide.

SECTION 6. The Company and every Licensee under this Ordinance shall sign an Agreement in writing with the Township to indemnify and save the Township and its agents, officers and employees harmless from any and all claims, damages and liability for personal injuries or property damage arising from the installation, maintenance or operation of the Licensee's cable television system or any equipment of the Licensee, or resulting from the failure of the Licensee to comply faithfully with the terms and conditions of this Ordinance. The Company and every Licensee under this Ordinance shall agree in writing to the removal of all installations of any kind and nature by the Licensee upon the expiration of forfeiture of the license and the restoration of all

public and private property within the Township to the condition in which it was prior to the making of such installations. The Licensee shall defend any suits against the Township for damages arising from the installation, maintenance and operation of the Licensee's cable system or any equipment of the Licensee, or resulting from the failure of the Licensee to comply faithfully with all of the terms and conditions of this Ordinance, and shall defend any suits against the Township challenging the validity of this Ordinance and the license granted to the Licensee hereunder, all at the sole cost and expense of the Licensee. The Licensee shall reimburse the Township for any costs and expenses incurred in connection with any such suit. In the event of a final judgment being obtained against the Township, either independently or jointly with the Licensee, the Licensee shall pay said judgment and all costs and hold the Township harmless therefrom. The Licensee shall keep in force at all times a public liability policy or policies in the name of the Licensee and the Township as their respective interests may appear, and shall furnish to the Township Secretary certificates of such insurance. Such liability policy or policies shall provide coverage in the sum of not less than Two Hundred Fifty Thousand and 00/100 (\$250,000.00) Dollars for damage to property as the result of any one occurrence and not less than Two Hundred Fifty Thousand and 00/100 (\$250,000.00) Dollars for injury or death to any one person and not less than Five Hundred Thousand and 00/1000 (\$500,000.00) Dollars for injury or death to all persons resulting from any one occurrence. The Licensee shall also keep in force at all times workmen's compensation,

comprehensive general liability and comprehensive automobile liability insurance policies. All policies of insurance shall be issued by an Insurance Company licensed to do business in the Commonwealth of Pennsylvania, and all policies shall provide that the insurance coverage thereunder shall not be cancelled except upon ten (10) days prior written notice to the Township.

SECTION 7. The Company and every Licensee under this Ordinance shall provide facilities and service sufficient to meet the needs of the public welfare, and shall maintain its facilities and service up-to-date and in keeping with technical progress. The system shall be installed and maintained in accordance with sound engineering practices and in accordance with the rules and regulations of the Federal Communications Commission applicable to cable television systems.

SECTION 8. The Company and every Licensee under this Ordinance shall comply with the following conditions at all times:

A. All transmission and distribution structures, lines and equipment erected by the Licensee within the Township shall be located with the approval of the Township Supervisors and 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 the streets, alleys or other public ways or places. The Licensee shall furnish the Township with a map showing the pole line system in sufficient detail to assure the Township of being

currently advised as to the location of the cables of the system. It shall be the responsibility of the Licensee to keep the Township advised of any and all changes and additions and removals in the system, except for the individual subscriber's connection wires.

B. In any case of any disturbance of pavement, sidewalk, driveway or other surfacing, the Licensee shall, at its own cost and expense and in accordance with all applicable Township Ordinances or Regulations, replace and restore all paving, sidewalk, driveway or surface of any street or alley disturbed, to the same condition as before such work was commenced and shall maintain the restoration in improved condition for one year.

C. In the event that the Township shall at any time lawfully elect to alter or change the location or grade of any street, alley or other public way, or if in the opinion of the Township Supervisors the pole or pole line interferes with the necessary convenience of the Township or of a property owner, then, upon reasonable notice by the Township, the Licensee shall remove, relay and relocate its poles, wires and cables or other television fixtures at its own expense.

D. Wherever distribution lines are to be installed along any public street, the same shall be attached to existing utility poles and not to additional poles placed by the Licensee. This restriction and limitation shall extend to any

and all streets within the limits of the Township, even though some of said streets may be part of the State Highway system. Special exceptions may be granted to the Licensee by the Township supervisors upon written application made to it by the Licensee, but such exceptions shall be for good cause shown and in the sole discretion of the Township supervisors. Before the Licensee sets poles or constructs any structure on Township property, it shall file with the Township detailed specifications showing the exact location, height and dimensions of the poles or structures to be erected. The poles and structures shall not be erected thereafter until such specifications shall be approved in writing by the Township Supervisors. All wires, cables and other overhead equipment shall be at such minimum heights as are or may be required of telephone or power lines by the Public Utility Commission of Pennsylvania or the Pennsylvania Department of Transportation.

E. All tree trimming shall be done under the supervision and direction of the Township Supervisors and at the expense of the Licensee.

F. The Licensee shall furnish the Township with copies of all approved applications for pole attachments from the Metropolitan Edison Company and the Commonwealth Telephone Company, or either of them, for the use of their poles by the Licensee. No installation of any kind shall be made by the

Licensee prior to the furnishing of copies of such approved applications to the Township Secretary.

G. The Licensee shall, upon request of any subscriber, promptly remove all wires and installations from the premises of such subscriber.

H. The Licensee shall remove or cause to be removed from the streets and alleys and public ways of the Township and from all public and private property all of its installations of every kind and nature whatsoever upon the expiration or forfeiture of its license, and shall restore all public and private property within the Township to the condition in which it was prior to the making of such installations.

I. The Licensee shall not require its subscribers to remove existing television antennas or to cause the same to be removed as a condition of receiving services from the Licensee.

SECTION 9. It shall be the obligation of the Company to serve all residents of the Township except to the extent that density of homes, adverse terrain or other factors render providing service impracticable, technically infeasible or economically noncompensatory. For purposes of determining compliance with the provisions of this Section, and to provide for a reasonable and nondiscriminatory policy governing extensions of cable service within the Township, which policy was subject to public review in the public proceeding leading to the award of the License. The Company shall extend service to new

subscribers, at the normal installation charge and monthly rate for customers of that classification under the following terms and conditions:

1. Where the new subscriber or nearest subscriber of a group of new subscribers is located within 200 feet of existing trunk cables, and provided however,
2. Where the number of homes to be passed by such new extension shall exceed 25 homes per lineal mile or the equivalent thereof. The Company shall not be required to provide service to those areas of the Township which have a density of less than 25 homes per lineal mile.

In the event the requirements of subsections 1 and 2 are not met, the installation cost per subscriber shall be determined in accordance with the Company's rate schedule in effect at the time, which rate schedule shall be fair and reasonable in the circumstances.

SECTION 10. No landlord shall demand or accept payment from the Company for permitting the Company to provide cable television service on or within said landlord's property or premises; provided, however, that such landlord may be entitled to reasonable reimbursement for any direct expenses incurred by him in connection with the installation of cable television service. No landlord shall interfere with the installation of cable television facilities upon his property or premises nor shall such landlord discriminate in rental charges, or otherwise, between tenants who receive cable service and those who do not. No landlord shall demand or accept payment from any tenant, in any form, for permitting cable television service on or within his property or premises.

SECTION 11. The Township Supervisors may at any time declare a forfeiture of any license granted under this Ordinance for violation or default by the Licensee of any of the terms hereof, provided that no such forfeiture shall be declared unless the Licensee shall first be given notice by the Township of such violation or default and of the intention of the Township Supervisors to declare a forfeiture. If, after the giving of such notice, such violation or default shall continue for a period of more than ninety days, all the rights and privileges of the Licensee under the provisions of this Ordinance may be forthwith declared forfeited and revoked. If any action shall be instituted or prosecuted directly or indirectly by the Licensee, or by its stockholders or creditors, to set aside or have declared void any terms of the grant of the license, the whole of the grant of the license may be thereupon forfeited and annulled at the option of the Township Supervisors. The Licensee shall not be deemed to be in default nor shall any forfeiture be invoked for any violation or failure to perform any provision hereof resulting from strikes, lock-outs, insurrection, or any cause beyond the control of the Licensee.

SECTION 12. The Licensee shall hold the Township harmless from the alleged violation of any utility franchises or licenses previously granted by the Township. The granting of a license under this Ordinance shall not be construed as any undertaking or guaranty of the efficiency of the Licensee or maintenance of the service of the Licensee. The Township assumes no responsibility for the acts or omissions of the Licensee other than to require compliance with this Ordinance.

SECTION 13. The Company shall assume the cost of publication of this Ordinance as such publication is required by law. Each Licensee whose application for a license hereunder requires additional advertising to be done by the Township in connection with any action taken by the Township shall assume the cost of such advertising.

SECTION 14. Should any section or part of any section of this Ordinance be declared void, invalid or unconstitutional for any reason, the remainder of this Ordinance shall not be affected thereby.

SECTION 15. Any person violating any of the provisions of this ordinance after having been notified of such violation shall be subject to a fine of not more than Three hundred and 00/100 (\$300.00) Dollars and costs of prosecution. Each day during which such violation continues shall constitute a separate offense. Any violation of the provisions of this Ordinance by a Licensee shall be cause for the revocation of the Licensee's license, but such license shall not be revoked until the Licensee has been afforded the opportunity for a hearing.

SECTION 16. This Ordinance shall take effect five (5) days after enactment.

ORDAINED AND ENACTED this 14TH day of NOVEMBER, 1984.

TOWNSHIP OF CENTRE

Wilmer H. Phillips

Albert W. Bunkerage Sr.

Howard M. Miller
Supervisors

ATTEST:

George C. Seifert
Secretary