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PART 1

TRANSIENT RETAIL BUSINESS

§101. DEFINITIONS.

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

LEGAL HOLIDAY - New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas.

PERSON - any natural person, partnership, association, corporation or other legal entity.

TRANSIENT RETAIL BUSINESS -

- A. Engaging in peddling, soliciting or taking orders, either by sample or otherwise, for any goods, wares, or merchandise upon any street, alley, sidewalk, or public ground or from house to house, within the Township; or
- B. Selling, soliciting or taking orders for any goods, wares, or merchandise, from a fixed location within the Township, on a temporary basis, which shall include, but not be limited to, such activities conducted at the time of special occasions or celebrations, for seasonal purposes or for yearly holidays.

2. The singular shall include the plural; the plural shall include the singular; and the masculine shall include the feminine and the neuter.

(Ord. 1999-01, 1/21/1999)

§102. LICENSE REQUIRED; CONDITIONS OF ISSUANCE; FEE.

No person shall engage in any transient retail business within the Township without first having obtained from the Township Secretary a license, for which a fee, which shall be for the use of the Township, shall be charged, said fee to be in such amount established, from time to time by resolution of the Board of Supervisors.

(Ord. 1999-01, 1/21/1999)

§103. EXCEPTIONS.

1. No license shall be required:

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- A. Of farmers selling their own products.
 - B. For the sale of goods, wares, and merchandise, donated by the owners thereof, the proceeds whereof are to be applied to any charitable or philanthropic purpose.
 - C. To any manufacturer or producer in the sale of bread and bakery products, meat and meat products, or milk and milk products.
 - D. To children under the age of 18 years who take orders for and deliver newspapers, greeting cards, candy, bakery products and the like or who represent the Boy Scouts or Girl Scouts or similar organizations.
 - E. To the seeking or taking of orders by insurance agents or brokers licensed under the insurance laws of the Commonwealth of Pennsylvania.
 - F. To a person who has complied with the provisions of the Solicitation of Funds for Charitable Purposes Act, 10 P.S. §162.1 *et seq.*, as hereafter amended, supplemented, modified or reenacted by the General Assembly of Pennsylvania.
 - G. For taking orders for merchandise, by sample, from dealers or merchants for individuals or companies who pay a license or business privilege tax at their chief place of business.
 - H. Private yard/garage sales not exceeding 3 days.
2. The Township Secretary may similarly exempt from payment of the license fee, but not from registering with him, persons working without compensation and selling goods, wares, or merchandise for the sole benefit of a nonprofit corporation. Provided, further, every license issued under the provisions of this Part shall be issued on an individual basis to any person or persons engaging in such business; every individual shall obtain a separate license, issued to him in his name and the license fee hereby imposed shall be applicable to every such individual license, except that a representative of a charitable organization may obtain licenses for the applicants.

(Ord. 1999-01, 1/21/1999)

§104. LICENSE APPLICATION.

Every person desiring a license under this Part shall first make application to the Township Secretary for such license. He shall, when making such application, exhibit a valid license from any State or county officer, if such license is also required. The applicant shall state:

- A. His criminal record, if any.
- B. Name and address of the person by whom he is employed.

- C. Type of goods, wares, and merchandise he wishes to deal with in such transient retail business.
- D. Length of time for which license is to be issued.
- E. Type and license number of the vehicle to be used, if any.

(Ord. 1999-01, 1/21/1999)

§105. ISSUANCE OF LICENSE; CUSTODY, DISPLAY AND EXHIBIT.

Upon receipt of such application and the prescribed fee, the Township Secretary, if he shall find such application in order, shall issue the license required under this Part. Such license shall contain the information required to be given on the application therefor. Every license holder shall carry such license upon his person if engaged in transient retail business from house to house or upon any of the streets, alleys, sidewalks or public grounds or shall display such license at the location where he shall engage in such business if doing so at a fixed location. He shall exhibit such license, upon request, to all police officers, municipal officials, and citizens or residents of the Township.

(Ord. 1999-01, 1/21/1999)

§106. PROHIBITED ACT.

No person in any licensed transient retail business shall:

- A. Sell any product or type of product not mentioned in his license.
- B. Hawk or cry his wares upon any of the streets, alleys, sidewalks, or public grounds in the Township.
- C. When operating from a vehicle, stop or park such vehicle upon any of the streets or alleys in the Township for longer than necessary in order to sell therefrom to persons residing or working in the immediate vicinity.
- D. Park a vehicle upon any of the streets or alleys in the Township for the purpose of sorting, rearranging or cleaning any of his goods, wares or merchandise or of disposing of any carton, wrapping material or stock, wares or foodstuffs which have become unsalable through handling, age or otherwise.
- E. Engage in any business activity, except by prior appointment, at any time on a Sunday or legal holiday or at any time before 8 a.m. or after 8 p.m. on any day of the week other than a Sunday or legal holiday.

(Ord. 1999-01, 1/21/1999)

§107. SUPERVISION; RECORDS AND REPORTS.

The Township Secretary shall keep a record of all licenses issued hereunder and shall make a report thereof each month to the Board of Supervisors.

(Ord. 1999-01, 1/21/1999)

§108. DENIAL, SUSPENSION AND REVOCATION OF LICENSE; APPEAL.

The Township Secretary is hereby authorized to deny, suspend or revoke any license issued under this Part when he deems such denial, suspension or revocation to be beneficial to the public health, safety or morals or for violation of any provision of this Part or for giving false information upon any a application for a license hereunder. Appeals from any suspension, revocation or denial of a license may be made to the Board of Supervisors at any time within 10 days after such suspension, revocation or denial and a hearing shall be held within 30 days of the petition for appeal. No part of a license fee shall be refunded to any person whose license shall have been suspended or revoked.

(Ord. 1999-01, 1/21/1999)

§109. PENALTIES.

Any person, firm or corporation who shall violate any provision of this Part, 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. 1999-01, 1/21/1999)

PART 2

JUNK DEALERS AND JUNKYARDS

§201. DEFINITIONS.

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

ABANDONED MOTOR VEHICLE - a motor vehicle that is inoperable and is left unattended on public property for more than 7 days; or has remained illegally on public property for a period of 7 days; or is left unattended on or along a public roadway without a valid registration plate, certificate of inspection or title. Vehicles or equipment used or intended to be used in construction on in the operation or maintenance of public utilities, which are left in a manner which does not interfere with the normal movement of traffic, shall not be considered to be abandoned. [Ord. 8/10/2009]

FARM MACHINERY - all types of machinery and equipment which were originally manufactured for farm use, which are retained on farm properties, either as operable equipment or for the purpose of salvaging repair parts.

JUNK - any discarded article or material including, but not limited to, scrap metal, paper, rags, glass, container, tires, junked or abandoned motor vehicles, trailer, machinery and equipment, with the exception of farm machinery and other salvageable materials. The term junk shall not include hazardous wastes or materials, industrial wastes, or municipal wastes as defined in Pennsylvania Solid Waste Management Act, 35 P.S. §6018.101 et seq. [Ord. 8/10/2009]

JUNK DEALER - any person who buys, sells, salvages, stores, or in any way deals in junk; or owns, leases, operates or maintains a junkyard within the Township.

JUNKED MOTOR VEHICLE - any motor vehicle including, but not limited to, an automobile or truck that is so worn, deteriorated, obsolete, dismantled or disassembled so as to make it inoperable or unusable in its current condition, and/or a motor vehicle which has become incapable of being operated for a period of 30 days due to mechanical defects and/or because it is not licensed and/or does not have a current, valid Pennsylvania inspection sticker shall be considered to be a junked vehicle. [Ord. 8/10/2009]

JUNKYARD - any outdoor establishment, place of business, or use of land which is maintained, used or operated for storing, keeping, buying or selling junk or junked or abandoned vehicles including auto salvage operations, with or without dismantling, processing, sale or other use or disposition of the same. Any premises having four or more unlicensed motor vehicles or trailers thereon shall be deemed to be a junkyard, except that the foregoing shall not apply to duly licensed commercial operations. [Ord. 8/10/2009]

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MOTOR VEHICLE - all types of automobiles, trucks and tractors, including self-propelled machinery of all kinds, with the exception of farm machinery.

PERSON - any natural person, partnership, firm, company, corporation or other legal entity.

PREMISES - any parcel of land situated in the Township, having a separate tax map parcel number for county assessment purposes.

SOLID WASTE - any waste including, but not limited to, municipal, residual or hazardous wastes including solid, liquid, semisolid or contained gaseous material.

TRAILER - any wheeled vehicle, not self-propelled, drawn by a motor vehicle.

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. 1999-01, 1/21/1999; as amended by Ord. 8/10/2009)

§202. LICENSE REQUIRED; FEES.

No person may operate a junkyard as herein defined within the Township without first obtaining a license as herein described.

- A. Any person desiring to operate a junkyard in the Township shall first make written application to the Board of Supervisors. Such application shall be in the form established by the Board of Supervisors and shall set forth the applicant's name and address, include an accurate description of the premises on which the junkyard is to be located including the County tax map parcel number(s), and a statement that the applicant will comply with this Part and any regulations adopted pursuant to this Part, and such other information as the Board of Supervisors may require. DEP regulations require persons to apply to the State for a license when a junkyard is to be within 1,000 feet of a Federal highway.
- B. An application for license under this Part shall be examined by the Board of Supervisors and license issued or denied within 60 days of submission thereto. Examination of the application shall include consideration of the suitability of the property proposed to be used for the purpose of the license, the character of nearby properties, and the affect of the proposed use upon the zoning regulations of the Township. When the application is found in compliance with the provisions of this Part, the Board of Supervisors shall issue a license to the junk dealer applicant for operation of the junkyard as described in the application.
- C. The required fees shall consist of the application fee which shall not be returnable in case of refusal of license and the annual license fee which shall be established pursuant to a resolution of the Board of Supervisors. All fees are due, payable to

and for the use of the Township at time of application. The Board of Supervisors may waive the application fee when issuing renewed licenses. The term of any license issued under this Part shall be for 1 calendar year or portion thereof, and shall terminate on December 31 of the year in which issued.

- D. Licenses issued under this Part are required to be renewed on or before January 1 of the year in which it is desired to continue operations. Such application for renewal must be in writing, in such form as may be required by the Board of Supervisors and accompanied by the license fee. Renewal applications are subject to complete reexamination and consideration by the Board of Supervisors for continued compliance with the terms of this Part.
- E. No person licensed under this Part shall, by virtue of one license, operate more than one business or junkyard within the Township. No person shall engage in

business or operate a junkyard at any place other than the place designated by his license. Licenses are nontransferable, both as to junk dealer and junkyard premises. The permitted size of a junkyard shall be fixed at the time of license issuance, with due regard for the existing and proposed uses of the surrounding area and properties and shall not be less than 100 acres, excluding setback areas.

(Ord. 1999-01, 1/21/1999)

§203. POSTING OF JUNKYARD LICENSES; OPERATING PROCEDURES.

The license under which the junkyard is operated shall at all times be conspicuously posted on the licensed premises, and the operating requirements as herein provided shall be complied with.

- A. Permanent records of all junk received in or removed from any junkyard shall be kept by the junk dealer on the premises, containing the name and address from whom received or to whom delivered, the date thereof, and a description of the junk. Such records shall be open to inspection at all reasonable time by the Township Secretary, and by any law enforcement officer.
- B. Junkyards and businesses licensed under this Part may not operate on Sunday, nor between the hours of 9 p.m. and 6 a.m., except to remove any weekend automobile from any public highway.

(Ord. 1999-01, 1/21/1999)

§204. STORAGE REQUIREMENT FOR JUNK.

All junk in junkyards licensed under this Part shall be stored as herein provided:

- A. All junk shall be set back at least 40 feet from any adjoining premises, and at least 60 feet from the nearest right-of-way of any public street, road or highway.
- B. All junk shall be stored and arranged so as to permit access by fire-fighting equipment. Junked motor vehicles shall be spaced in rows with at least 20 feet between double rows; other junk shall be stored in piles or tiers which shall be separated by aisles or cleared areas of no less than 10 feet.
- C. Junk shall be arranged so as to prevent the accumulation of stagnant water, and shall be stacked to a height of not more than 6 feet from the ground.
- D. All gasoline, oils and antifreeze shall be drained from junked motor vehicles within 48 hours of arrival on premises. Such gasoline and oil shall be stored at only one location on the premises and not more than 100 gallons in the aggregate, in proper containers, may be stored aboveground.

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E. Paper, rags, plastics and similar materials for salvage shall be stored indoors.

(Ord. 1999-01, 1/21/1999)

§205. TIME LIMIT FOR ALLOWING CERTAIN MATERIALS TO REMAIN ON PREMISES.

Paper, rags, plastic and similar materials for salvage shall not be accumulated or remain on the junkyard premises for more than 60 days. Materials separated as solid waste shall not be accumulated for more than 30 days.

(Ord. 1999-01, 1/21/1999)

§206. BURNING PROHIBITED.

There shall be no burning of any material at any time.

(Ord. 1999-01, 1/21/1999)

§207. CERTAIN MATERIALS NOT TO BE RECEIVED OR STORED IN JUNKYARD.

Garbage, organic waste, or plain solid waste shall not be received or stored in any junkyard. Materials designated as solid waste may be received only as mixed with salvageable materials and shall be promptly disposed of as herein provided.

(Ord. 1999-01, 1/21/1999)

§208. FENCING AND SCREENING; MAINTENANCE.

Every junk dealer licensed under this Part shall enclose and maintain his junkyard as herein provided:

- A. Every junkyard premises shall be completely enclosed by a 8 foot fence. Such fences shall be set back in accordance with the provisions of §204(A) of this Part, shall be 8 feet in height, and shall be of wood or wire with maximum lineal openings of 3 inches. Entrance gate shall be of similar material, well constructed, and shall be kept securely locked except during business hours. Fencing shall be maintained in good condition throughout its length at all times.
- B. Junkyard premises which have open-wire fence enclosures visible from an abutting public thoroughfare or from an abutting residential property within 500 feet of the fence shall have a landscaped screen of trees and/or 3 foot shrubs, of varieties capable of attaining a continuous height of 8 feet within 2 years, planted

along such fence or section of fence. All require open areas between fence and lot lines of the premises shall be maintained continuously in good order, free of weeds and scrub growth.

- C. The area inside the fence and lot lines of any junkyard premises shall have weeds mowed regularly and not permitted to go to seed.
- D. All junkyard premises shall be maintained in such manner so as not to cause a public or private nuisance. Nor shall they cause any menace to the health or safety of persons off the premises. Nor shall they cause any excessive or offensive or noxious odors or sounds. Nor shall they cause the breeding, harboring or infesting of rat, rodents or vermin. Nor shall they be in violation of any health or sanitation law or ordinance or regulation of any governmental body.

(Ord. 1999-01, 1/21/1999)

§209. RIGHT OF ENTRY FOR INSPECTION; ADDITIONAL REGULATIONS AUTHORIZED.

Every junk dealer and junkyard licensed under this Part is subject to inspection and regulation as herein provided.

- A. Any member of the Board of Supervisors or the Township Secretary may at any reasonable time enter upon the premises currently licensed or for which a license application is pending.
- B. The Board of Supervisors may from time to time, pursuant to resolution, adopt regulations to carry out the provisions of this Part, upon giving notice to licenses affected by such regulations.

(Ord. 1999-01, 1/21/1999)

§210. EXCEPTIONS FOR EXISTING JUNKYARDS.

The Board of Supervisors may waive the setback requirements as established by §204(A), and the planting requirements as established by §208(B), for those junkyards in existence at the time of the enactment of this Part, if such junkyard is in compliance with the other requirements as provided by this Part, and if, in the Board of Supervisor's discretion, compliance with said setback and planting requirements would cause undue hardship to such existing junkyard.

(Ord. 1999-01, 1/21/1999)

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§211. TIME LIMIT FOR EXISTING ESTABLISHMENTS TO COMPLY AND OBTAIN LICENSE.

1. Junk dealers and junkyards operating and existing in the Township on the effective date of this Part shall be required to comply with the provision of and obtain a license under this Part within 6 months from the effective date.
2. However, an extension of the time allotted in complying with the terms of this Part may be granted at the discretion of the Board of Supervisors. Such extension shall be for good reason, and shall not exceed 6 months.

(Ord. 1999-01, 1/21/1999)

§212. PENALTIES.

Any person, firm or corporation who shall violate any provision of this Part, 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. 1999-01, 1/21/1999)

§213. ENFORCEMENT REMEDIES.

The Board of Supervisors may take any appropriate action at law or equity, civil or criminal, to enforce the provisions of this Part, and this Part shall in no way restrict any remedies otherwise provided by law.

(Ord. 1999-01, 1/21/1999)

PART 3

CABLE TELEVISION FRANCHISE

§301. SHORT TITLE.

This Part shall be known and may be cited as the North Centre Township Cable Television Franchise Ordinance.

(Ord. 6/9/2008, §1)

§302. DEFINITIONS.

For purposes 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 plural number include the singular number, words in the singular number include the plural number, and words in the masculine gender shall include the feminine gender. The word "shall" is always mandatory and not merely directory.

APPLICABLE LAW - the Communications Act of 1934, as amended, including the Cable Communications Policy Act of 1984, the Cable Television Consumer Protection and Competition Act of 1992 and the Telecommunications Act of 1996; all Federal Communications Commission rules and regulations pertaining to the construction and operation of a Cable Television System; and any laws, rules or regulations of the Commonwealth of Pennsylvania pertaining to the construction and operation of a Cable Television System.

CABLE TELEVISION SYSTEM or SYSTEM - any facility or group of facilities which, in whole or in part, receives, modifies or originates television, FM, radio or other electrical signals for the purpose of transmitting or distributing such signals by wire, cable or other means to subscribing members of the public or to selective customers, as herein contemplated.

OPERATOR - any person who operates a cable television system.

PERSON - any person, firm, partnership, association, corporation, company or organization of any kind.

TOWNSHIP OF NORTH CENTRE - the Township of North Centre Township, Columbia County, Pennsylvania, acting through its duly constituted governing body.

(Ord. 6/9/2008, §2)

§303. GRANT OF AUTHORITY.

LICENSES, PERMITS AND GENERAL BUSINESS REGULATIONS

The Township of North Centre hereby requires and shall require all persons who operate a cable television system within the Township of North Centre Township to obtain a franchise for the continued right and privilege within the Township of North Centre Township to construct, erect, operate and maintain, in, upon, along, across, over, over and under the streets, alleys, public ways and public places now laid out or dedicated, and all extensions thereof, and additions thereto, poles, wires, cables, underground conduits, manholes, and other television conductors and fixtures necessary for the maintenance and operation in the Township of North Centre of a cable television system.

(Ord. 6/9/2008, §3)

§304. ACCEPTANCE OF FRANCHISE.

1. If any person who currently operates a cable television system or desires to exercise the rights and privileges set forth in this Part, it shall file in writing its unequivocal acceptance of all the terms and provisions hereof with the Township of North Centre within 30 days after its receipt of this Part.
2. Any person who desires to operate a cable television system after the effective date of this Part shall accept the franchise prior to beginning operating its system. Such an acceptance shall constitute an agreement on the part of any person to comply with all of the terms, conditions and provisions of this Part for the term of the franchise granted hereunder.

(Ord. 6/9/2008, §4)

§305. COMPLIANCE WITH APPLICABLE LAWS AND ORDINANCES.

All operators shall, at all times, during the duration of their respective franchises, be subject to all lawful exercise of the police power of the Township of North Centre and to such reasonable regulation, not inconsistent with the Cable Communications Policy Act of 1984, 47 U.S.C. §521 et seq., as amended, as the Township of North Centre shall hereafter lawfully provide.

(Ord. 6/9/2008, §5)

§306. DURATION OF FRANCHISE.

1. This grant shall be for a period of 10 years from the effective date of this Part with an option to renew same for an additional 5 years. Exercise of company's option shall be written notice to the Municipality at least 90 days prior to the expiration of the then term.
2. Any renewal of the franchise shall be governed by the procedures, rights and remedies set forth in applicable law.

3. At least 15 months prior to the expiration of the franchise, the operator shall inform the Township of North Centre in writing of its intent to seek renewal of the franchise and thereupon file with the Township a proposal for services.
4. After giving public notice the Township shall proceed to determine whether the operator has satisfactorily performed its obligations under the franchise. To determine satisfactory performance the Township shall consider technical development and performance of the system, programming, other services offered, costs of services and any other particular requirements set forth in this Part; also, the Township shall consider the company's proposal and its annual reports made to the Township and the FCC; industry performance on a national basis shall also be considered. Provision shall be made for public comment at a public hearing on the company's request for renewal which shall be held at least 6 months prior to the expiration of the franchise.
5. The Township shall then prepare any amendments to this Part that it believes necessary.
6. Renewal of the company's franchise shall be at the sole discretion of the Township of North Centre, subject to applicable law.

(Ord. 6/9/2008, §6)

§307. RATES.

1. The subscriber basic service rates shall be subject to regulation in accordance with applicable law.
2. When more than 150 feet of distance from cable to connection is involved, the subscriber shall be charged for installation on the basis of cost of material, labor and equipment as required franchise. A written agreement between the subscriber and operator regarding any extra installation cost shall be executed prior to installation of subscriber hookup.
3. The charges for service and connection to commercial establishments such as hotels, motels, apartment houses and the like will be determined by individual contractual arrangements.

(Ord. 6/9/2008, §7)

§308. PAYMENT TO THE TOWNSHIP OF NORTH CENTRE TOWNSHIP.

1. For the use of the streets and other facilities of the Township of North Centre in the operation of the cable television system and for the municipal supervision thereof; any operator shall pay to the Township of North Centre an amount equal to 3% of the operator's gross revenues, including cable services revenues, derived from the operation of the cable system to provide cable service in the Township of North Centre during each calendar year, in accordance with applicable law (the "annual fee").

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2. For purpose of this Part, "gross revenues" shall mean those revenues derived by operator from periodic service charges including cable services, such as basic, expanded basic, premium and pay-per-view cable services revenues. The term gross revenues shall not include any non-recurring fees, such as reconnections, installation fees, change of service; or any refunds or credits made to subscribers, or any taxes imposed on the services furnished by operator. "Pay revenues" shall mean those revenues derived by operator from delivery over the cable television system of video signals to subscribers for a fee or charge (over and above the charge for basic cable service) on a per program, per channel or other subscription basis.
3. Payment of such annual fee shall be made within 90 days of the conclusion of the 12-month period. Operator shall keep full, true, accurate, and current account books reflecting the operations under this Part, which books and records shall be made available for inspection and copying at the operators office during regular business hours by the Township of North Centre at no cost. Further operator shall provide the means and manner of calculation of the annual fee concurrently with the payment to the Township of North Centre.
4. During the initial term of this Part, the 10-year period shall be deemed to have commenced on August 1, 2008, and conclude on July 31, 2018.
5. The operator shall file with the Township within 90 days following the expiration of any calendar year during which the franchise is in force, a financial summary report showing gross annual revenues as defined herein, verified by an authorized representative of the operator. The report shall contain assurance that the operator is in compliance with the financial terms and provisions of this Part. The payments required of the operator pursuant to this Section shall be made at the time of filing the report. Any non-compliance with this Section shall permit the Secretary of the Township or the Township's authorized representative to examine or have examined the books and records of the operator to assure compliance with the terms and conditions of this Part. Failure to pay any sums due on the due date will result in a 5% penalty on the amount overdue.
6. The Township's right to audit and the operator's obligation to retain financial records related to the franchise fee audit shall expire 2 years after each franchise fee payment has been made to Township, after which period any such payment shall be considered final.

(Ord. 6/9/2008, §8)

§309. INDEMNIFICATION.

1. The operator shall hold the Township of North Centre harmless and indemnify it from all claims for damages arising out of the negligent construction, maintenance, or operation of the cable television system or other apparatus under the control of the operator.

2. The operator shall pay, and by its acceptance of the franchise, the operator specifically agrees that it will pay, all damages and penalties which the Township may legally be required to pay as a result of negligent activities by the operator. These damages or penalties shall include, but shall not be limited to, damages arising out of copyright infringements and all other damages arising out of the negligent installation, operation or maintenance of the system authorized herein, whether or not any act or omission complained of is authorized, allowed or prohibited by this Part.
3. The operator shall pay, and by its acceptance of the franchise specifically agrees that it will pay, all expenses incurred by the Township in defending itself with regard to all damages and penalties mentioned above, unless operator is determined not to be the cause of the negligence. These expenses shall include all out of pocket expenses such as attorneys' fees, and shall also include the reasonable value of any service rendered by the Township Solicitor or his assistants or any employees of the Township.
4. The obligations contained in this §309 shall not apply in the event that any loss or claim suffered or brought against operator is brought as a result of the intentional or negligent acts of the Township, its agents, employees, consultants, independent contractors or subcontractors. Nothing herein shall be construed to limit the ability of operator to seek indemnification from the Township in the event that operator suffers such losses or receives such claims as a result of the Townships intentional or negligent acts.
5. The operator shall maintain, and by its acceptance of this franchise specifically agrees that it will maintain, throughout the terms of this, franchise, general liability insurance insuring the operator with regard to all damages mentioned above in the minimum amounts of:
 - A. \$1,000,000 combined single limit bodily injury or death and property damage liability one occurrence under a comprehensive general liability/automobile policy or policies.
 - B. Statutory workers compensation insurance and employers liability limits of \$100,000.
 - C. \$500,000 for infringement of copyrights.
6. The insurance policies obtained by the operator in compliance with this Section shall be obtained from a reputable company licensed to do business in the Commonwealth of Pennsylvania. Such insurance policies or acceptable evidence thereof and bond, along with written evidence of payment of required premiums, shall be filed and maintained with the Township Secretary during the term of the franchise. Each applicable insurance policy and bond shall contain a 30-day cancellation clause with the provision that the Township receive a 30-day direct notification by the insurance companies in the event of cancellation or non-renewal of such insurance policies.
7. All expenses of the above noted insurance and bond shall be paid by the operator.

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(Ord. 6/9/2008, §9)

§310. STANDARDS OF SERVICE.

1. The operator shall render efficient service, make repairs promptly and interrupt service only for good cause and for the shortest possible time. Interruptions within operator's control (for repairs and similar services), insofar as possible, shall be preceded by notice and shall occur during periods of minimum use of the system.
2. Insofar as possible, operator shall investigate subscriber complaints within 24 hours of receipt of the complaint and shall resolve complaints promptly. Operator shall maintain a toll free business telephone number so as to receive requests for repairs of service or complaints during regular business hours.
3. The operator shall also:
 - A. Produce a picture, whether in black and white or in color, that is undistorted, free from ghost images, and accompanied with proper sound of typical TV production sets.
 - B. Transmit signal of adequate strength to produce good pictures with good sound at all outlets without causing cross-modulation of the cables or interfering with other electrical or electronic systems.
 - C. Maintain at all times the technical standards provided in F.C.C. regulations, as currently in effect and as amended, and shall conduct performance tests as provided in F.C.C. regulations, as currently in effect and as amended.
 - D. Transmit signal of adequate strength to produce good pictures and good sound at all outlets without interfering with other electrical or electronic systems or equipment or with television reception of sets in the area not connected to the operator's cable system.
 - E. Whenever it is necessary to interrupt service for the purpose of making repairs, adjustments or installation, do so at such time as will cause the least amount of inconvenience to subscribers. The requirement for maintenance of equipment contained in this provision shall not apply to the subscriber's television receiver.
 - F. Subject to applicable law concerning subscriber privacy, operator will keep a log listing by category all complaints and trouble calls received, the number of second or subsequent calls on the same complaint, the remedial action taken, the period of time required to satisfy each reported complaint, and credits (if any) to subscribers.

(Ord. 6/9/2008, §10)

§311. CONSTRUCTION AND RESTORATION.

1. All transmission and distribution structures, lines and equipment erected by operator within the Township of North Centre Township shall be so located as to cause minimum interference with the reasonable use of the streets, alleys and other public ways and places, and cause minimum interference with the rights or reasonable convenience of property owners who adjoin any of said streets, alleys or other public ways and places. In case of any disturbance of pavement, sidewalk, driveway, or other surfacing, operator shall at its sole cost and expense and in a manner approved by the Township Engineer, replace or restore all paving, sidewalk, driveways, or surface of any street or alley disturbed to the same condition as before said work was commenced.
2. Operator shall be required to obtain Township permits for any construction. The location of any poles or other objects constructed to operate the cable system shall be subject to the written approval of the Township, which approval shall not be unreasonably withheld. The operator shall, at all times during the duration of this franchise, be subject to all lawful exercise of the police powers of the community and to such other reasonable regulations as the franchising authority shall hereafter provide.
3. The operator's rights and privileges shall be subordinate to any prior lawful use or occupancy of the streets or other public property and shall not be so used as to interfere with existing improvements or with new improvements this Township may deem proper to make, or as to hinder or obstruct the future use of the streets, alleys, bridges or other public property. In the event any equipment or facilities of the operator shall interfere with any such improvement existing or intended to be made by the Township, the operator shall, upon notice from the Township, forthwith relocate said equipment and facilities at operator's expense so as to eliminate said interference, unless the original placement of same was undertaken by operator with the Township's written approval then the Township will bear the cost of such relocation.
4. In the case of disturbance of any streets, sidewalk, alley, public way, paved area, or other surface, the operator shall, at its own cost and expense and in a manner approved by the Township's appropriate authority, remove, replace and restore such street, sidewalk, alley, public way, paved area or other surface so disturbed in as good a condition as before the work involving such disturbance was done.
5. If at any time during the period of the franchise, the Township shall lawfully elect to alter or change the grade or alignment or rerouting of any street, sidewalk, alley or other public way, the operator, upon reasonable notice by the Township shall remove, relay, and relocate its poles, wires, cable, underground conduits, manholes, and other fixtures at its own expense.
6. Any poles or other fixtures placed in any public way by the operator shall be placed in such manner as not to interfere with the usual travel on such public way.
7. The operator shall have the authority, under the supervision of the Township's appropriate authority, and only after prior approval thereof; to trim trees upon and

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overhanging streets, alleys, sidewalks, and public ways and places of the Township so as to prevent the branches of such trees from-corning in contact or interfering with the wires and cable of the operator.

8. The operator shall, at the request of any person holding a building moving permit issued by the Township temporarily raise or lower its wires to permit the moving of the building. The cost, to be determined by the operator at the rate of fair time and expense, for such temporary raising or lowering of wires shall be chargeable to the permit holder. Construction and maintenance of the transmission distribution system shall be in accordance with the provisions of the most current National Electrical Safety Code or any amendments or revisions thereof; and in compliance with any applicable rules, regulations or orders now in effect or hereinafter issued by any Federal or State Commission or any other public authority having jurisdiction.
9. All installations of equipment shall be durable, of a permanent nature, and installed in accordance with good engineering practice as outlined by the National Bureau of Standards, American Institute of Electrical Engineers, and American Society of Mechanical Engineers or consistent with industry standards. The operator shall comply with all Township regulations, ordinances, State and Federal laws now existing or hereinafter enacted, and so as not to interfere with the right of the public or individual property owner, and so as not to unduly interfere with the travel and use of public places by the public during the construction, repair or removal of its facilities.
10. All structures and all lines, equipment and connections in, or over, under and/or upon the streets, sidewalks, alleys, and public ways or places of the Township, wherever situated or located, shall be kept and maintained at all times in a safe, suitable and substantial condition, and in good order and repair.
11. In the construction, conduct, maintenance and operation of its business the operator shall comply with all requirements of the Township's ordinances, resolutions, local laws, rules, regulations, and specifications heretofore or hereafter enacted or established including, but not limited to, those concerning street work, street excavation, use and removal and relocation of property within a street.
12. The operator shall not begin any construction, modification, addition, replacement, removal or any change whatever of its facilities in any public place (except ordinary and necessary repairs) without providing written notification to the Township.

(Ord. 6/9/2008, §11)

§312. FRANCHISE LIMITATION.

1. This franchise authorizes only the installation and operation of a cable television system and internet provider and does not take the place of any other franchise, license or permit which may be required by law.

2. The operator shall, at all times during the duration of this franchise, be subject to all lawful exercise of the police powers of the community and to such other reasonable regulations as the franchising authority shall hereafter provide.
3. If there is any interference on any television set, radio, or other electronic device not on the conductors or fixtures of the operator caused by the conductors or fixtures of the operator, the operator shall immediately, at its own expense, eliminate such interference. If such interference cannot be eliminated within 5 days, the Township shall have the right to suspend wholly or partially the operations of the operator within the municipality until such interference is eliminated.

(Ord. 6/9/2008, §12)

§313. EMERGENCY USE.

In case of any emergency or disaster, the operator shall upon request of the Township or its Civil Defense Authority, make its facilities available to the Township or the said authority during the emergency or disaster period without charge.

(Ord. 6/9/2008, §13)

§314. OPERATOR MAINTENANCE OF OFFICE.

The operator shall, maintain office facilities, convenient to the residents in the Township.

(Ord. 6/9/2008, §14)

§315. RIGHT OF REVOCATION.

1. The Township of North Centre shall have the right to rescind or revoke the rights herein granted upon any substantial violation by the operator of any of the obligations contained herein after written notice by the Township of North Centre to the operator and continuation of such violation. Such written notice to the operator shall specify precisely the manner in which the operator is in violation of this Part or franchise.
2. The notice given by the Township of North Centre shall give the operator a specified, reasonable amount of time within which to correct the violation, but in no event shall the time period be less than 60 days from the date of receipt of the notice by the operator.
3. The operator shall have the right to demand that, prior to any revocation of the rights granted herein, the Township of North Centre shall hold a public hearing regarding any alleged violation that forms the basis for such allegations, at which the operator shall have the right to respond to such allegations and to present to the Township of North Centre evidence on its own behalf.

(Ord. 6/9/2008, §15)

§316. REMOVAL OF FACILITIES FROM SUBSCRIBER PREMISES.

Subject to operator's policy and its subscriber cable service agreement, a subscriber may cancel their service at any time. If technically feasible, upon termination of service to any subscriber, the operator shall promptly remove all its overhead facilities from the premises of such subscriber at subscriber's request with no charge to the subscriber.

(Ord. 6/9/2008, §16)

§317. REMOVAL OF FACILITIES FROM TOWNSHIP.

At the expiration of the term for which this franchise is granted, or any extension thereof, or upon its lawful termination and cancellation as provided for herein, the Township shall have the right to require the operator to remove at its own expense all aerial portions of the system from all public ways within the Township.

(Ord. 6/9/2008, §17)

§318. CANCELLATION OR TERMINATION OF FRANCHISE.

1. In addition to all other rights and powers pertaining to the Township by virtue of this Part or otherwise, the Township reserves the right to terminate and cancel the franchise hereby granted and all rights and privileges of the operator hereunder in the event that the operator:
 - A. Violates any provisions of this Part or any rule, order, or determination of the Township made pursuant to this Part.
 - B. Becomes insolvent, unable or unwilling to pay its debts, or is adjudged a bankrupt.
 - C. Fails to adhere to this Part.
2. It is provided, that any proposed termination, a public hearing shall be given and the operator shall have been furnished notification by the Township in writing of its failure, act or omission and shall have been allowed 60 days in which to effect a cure. Such termination and cancellation shall be by the ordinance duly adopted after 30 days written notice to the operator and in no way affects any of the Township's rights under this franchise or any provision of law. Such notice shall state the grounds for termination. The Township, after a public hearing and upon finding the existence of grounds for termination, may either declare this franchise terminated or excuse such grounds upon a showing by operator of mitigating circumstances or good cause for the existence of such grounds.

3. The operator hereby releases the Township from all claims arising by reason of any lawful termination or cancellation of this Franchise by the Township pursuant to applicable law.
4. No ordinance terminating and canceling the franchise shall be enacted without the operator being first given the right to be heard before the Board of Supervisors of the Township of North Centre at a public meeting.

(Ord. 6/9/2008, §18)

§319. CONTINUATION OF SERVICE AFTER TERMINATION OF FRANCHISE.

In the event of expiration, cancellation or transfer of the franchise, the operator is required to continue to operate the system for a period of 6 months, but in the capacity of a trustee for its successor in interest, and subject to an accounting for net earnings or losses during this interim period. The operator shall receive a management fee for this continued period of operation. The fee to be determined by the parties involved.

(Ord. 6/9/2008, §19)

§320. ASSIGNMENT.

The franchise or privilege granted hereunder shall only be assignable with the prior written consent of the Township, which consent shall not be unreasonably withheld; provided, however, the operator, without prior written consent of the Township may assign or pledge this franchise to its lenders as collateral security in connection with its financing activities, or to any subsidiary or associated business entity related to the operator.

(Ord. 6/9/2008, §20)

§321. VIOLATIONS.

1. After January 1, 1992, it shall be unlawful for any person to operate, construct, install, or maintain, within the Township of North Centre Township any cable television system, unless a franchise authorizing such use as provided hereunder has first been obtained and remains in full force and effect.
2. In addition to the seeking of injunctive relief by the Township of North Centre, any person who shall violate any provision of this Part shall, upon conviction thereof, be sentenced to pay a fine of \$300 and in default of payment, to undergo imprisonment for a term not to exceed 90 days. Each day that a violation of this Part continues shall constitute a separate offense.

(Ord. 6/9/2008, §21)

§322. INSTALLATION AND EXTENSION OF SYSTEM.

It shall be the obligation of the operator to serve residents of the Township of North Centre except to the extent that density of homes, adverse terrain or other factors render providing services impracticable or technically or economically infeasible. For purposes of determining compliance with the provisions of this Section and to provide for a reasonable and nondiscriminatory policy of granting extensions of cable service within the Township of North Centre, the operator 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:

- A. The number of homes passed by such new extensions shall be or exceed 25 homes per lineal mile or the equivalent thereof, as measured from the last point of active cable plant. The operator shall not be required to extend service to those areas of the Township which have a density of less than 25 homes per lineal mile, as measured from the last point of active cable plant.

(Ord. 6/9/2008, §22)

§323. REGULATORY AND STATUTORY ACTION.

The performance by operators under the franchises granted hereunder is subject to limitations, restrictions, or requirements now existing or which may henceforth be imposed by law, rules or order of the Federal Communications Commission or any other government, board, commission or authority of any kind. No operator shall be deemed in breach of any of the requirements of this Part or the franchises granted hereunder to the extent it performs in accordance with or refrains from doing anything prohibited by law, rules or order.

(Ord. 6/9/2008, §23)

§324. FORCE MAJEURE.

If for any reason of force majeure, operator is unable in whole or in part to carry out its obligations hereunder, operator shall not be deemed in violation of this agreement during the continuance of such inability. The term "force majeure" as used herein shall have the following meaning: acts of God; acts of public enemies, orders of any kind by or from the government of the United States of America or of the Commonwealth of Pennsylvania or any of their departments, agencies, political subdivisions, or officials, or any civil or military authority; terrorists, insurrections, riots, epidemics; landslides; lightning; earthquakes; fires; hurricanes; volcanic activity; storms; floods; washouts; droughts; explosions; motor vehicle accidents, malicious mischief, partial or entire failure of utility services or utility construction damage.

(Ord. 6/9/2008, §24)

§325. FILINGS AND COMMUNICATIONS WITH REGULATORY AGENCIES.

Copies of all petitions, applications and communications submitted by the operator to the Federal Communications Commission, Securities and Exchange Commission or any other Federal or State regulatory commission or agency having jurisdiction in respect to any matter affecting the operator's operations authorized pursuant to this franchise not otherwise required to be submitted to the Township of North Centre, shall be submitted upon request to the Council of the Township of North Centre.

(Ord. 6/9/2008, §25)

§326. TOWNSHIP RIGHTS IN FRANCHISE.

1. The right is hereby reserved to the Township to adopt, in addition to the provisions contained herein and in existing applicable ordinances, such additional regulations as it shall find necessary in the exercise of the police power; provided, that such regulations, by ordinance or otherwise, shall be reasonable and not in conflict with the rights herein granted.
2. The Township shall have the right to inspect the books and records of the operator during normal business hours, upon 30 days prior written notice to the operator.
3. The Township shall have the right to inspect all construction or installation work performed subject to the provisions of this franchise and make such inspections as it shall find necessary to insure compliance with the terms of this franchise and other pertinent provisions of law.

(Ord. 6/9/2008, §26)

§327. PUBLICATION COSTS.

The operator shall assume the costs of publication of this Part as required by law.

(Ord. 6/9/2008, §27)

