

CHAPTER 13

LICENSES, PERMITS AND GENERAL BUSINESS REGULATIONS

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Part 1  
Junkyards

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

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 or salvageable article or material including, but not limited to, scrap metal, paper, rags, glass, containers, scrap wood, motor vehicles, trailers, machinery and equipment, with the exceptions of farm machinery and mobile homes or house trailers which are occupied or are properly placed and planned for occupancy.

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 municipality.

JUNKYARD - any place where junk as herein defined is stored or accumulated. Any premises as herein defined having two or more unlicensed motor vehicles and/or unlicensed trailers thereon shall be deemed to be a junk yard, except that the foregoing shall not apply to duly licensed automobile dealers having operable vehicles on their premises for resale. Such exception shall not apply to inoperable vehicles being stored primarily for salvage purposes.

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 of Lower Oxford, having a separate tax map parcel number for county assessment purposes.

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

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

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. 6-1966, 12/6/1966; as revised by Ord. 1-93, 1/6/1993)

§102. License Required; Fees. No person may be a junk dealer as herein defined within the municipality without first obtaining a license to operate as herein described.

1. Any person desiring to be a licensed junk dealer in the Township of Lower Oxford 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 Chester 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.

2. An application for license under this Part shall be examined by the Board of Supervisors or duly authorized agent thereof and license issued or refused within sixty (60) days of submission to the Board of Supervisors. 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 effect of the proposed use upon the Township. When the application is found in compliance with the provisions herein given, the Board of Supervisors or its agent shall issue a license to the junk dealer applicant for operation of the junkyard as described in the application.

3. The license fee shall consist of two parts; an application fee and an annual license fee, both of which shall be established from time to time by resolution of the Board of Supervisors. All fees are due, payable to and for the use of the Township of Lower Oxford, at time of application. The Board of Supervisors or its agent may waive the application fee when issuing renewed licenses. The period of any license issued under this Part shall be for one calendar year or portion thereof, and shall terminate on December 31st of the year in which issued.

4. 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 or its agents for continued compliance with the terms of this Part.

5. No person licensed under this Part shall, by virtue of one license, operate more than one business or junkyard within the municipality. 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 in excess of five (5) acres, excluding setback areas.

(Ord. 6-1966, 12/6/1966; as revised by Ord. 1-93, 1/6/1993)

§103. 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 shall be complied with as herein provided. [Ord. 1-93]

1. 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 times by the Board of Supervisors or its agent, and by any law enforcement officer.

2. Junkyards and businesses licensed under this Part may not operate on Sunday, nor between the hours of 5:00 p.m. and 7:00 a.m., except to remove any wrecked automobile from any public highway.

(Ord. 6-1966, 12/6/1966; as revised by Ord. 1-93, 1/6/1993)

§104. Manner of Storage of Junk in Junk Yards. All junk in junkyards licensed under this Part shall be stored as herein provided:

1. All junk shall be set back at least forty (40) feet from any adjoining premises and at least sixty (60) feet from the nearest right-of-way of any public street, road or highway.

2. 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 fifteen (15) 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 fifteen (15) feet.

3. Junk shall be arranged so as to prevent the accumulation of stagnant water, and shall be stacked to a height of not more than six (6) feet from the ground.

4. All gasoline and oil shall be drained from junked motor vehicles within twenty-four (24) hours of arrival on premises. Such gasoline and oil shall be stored at only one location on the premises and not more than ten (10) gallons in the aggregate, in proper containers, may be stored aboveground.

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

(Ord. 6-1966, 12/6/1966; as revised by Ord. 1-93, 1/6/1993)

§105. 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 sixty (60) days. Materials separated as solid waste shall not be accumulated for more than thirty (30) days. (Ord. 6-1966, 12/6/1966; as revised by Ord. 1-93, 1/6/1993)

§106. Burning Restricted. Not more than one motor vehicle or its equivalent may be burned at any one time. Gasoline, grease, oil, tires or similar materials which could be dangerous or tend to produce obnoxious smoke or odors shall not be burned at any time. Any and all burning or melting on junkyard premises shall be properly attended and controlled at all times. (Ord. 6-1966, 12/6/1966; as revised by Ord. 1-93, 1/6/1993)

§107. Certain Materials not to be Received or Stored in Junk Yard.

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. 6-1966, 12/6/1966; as revised by Ord. 1-93, 1/6/1993)

§108. Fencing and Screening; Maintenance. Every junk dealer licensed under this Part shall enclose and maintain his junkyard as herein provided:

1. Every junkyard premises shall be completely enclosed by a fence. Such fences shall be set back in accordance with the provisions of section 4, subsection 1, of this Part, shall be six (6) to eight (8) feet in height, and shall be of wood or wire with maximum lineal openings of three (3) inches. Entrance gates 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.

2. Junkyard premises which have open-wire fence enclosures visible from an abutting public thoroughfare or from an abutting residential property within five hundred (500) feet of the fence shall have a landscaped screen of trees and/or shrubs, of varieties capable of attaining a continuous height of six (6) feet within two (2) years, planted along such fence or section of fence. All required open areas between fence and lot lines of the premises shall be maintained continuously in good order, free of weeds and scrub growth.

3. The area inside the fence and lot lines of any junkyard premises shall have weeds mowed regularly and not permitted to go to seed.

4. 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 rats, rodents or vermin. Nor shall they be in violation of any health or sanitation law or ordinance or regulation of any governmental body.

(Ord. 6-1966, 12/6/1966; as revised by Ord. 1-93, 1/6/1993)

§109. 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:

1. Any member of the Board of Supervisors or the agent of the Board may at any reasonable time enter upon the premises currently licensed or for which a license application is pending.

2. 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 licensees affected by such regulations.

(Ord. 6-1966, 12/6/1966; as revised by Ord. 1-93, 1/6/1993)

§110. Exceptions for Existing Junk Yards. The Board of Supervisors may waive the setback requirements as established by §104(1), and the

planting requirements as established by §108(2), 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 Supervisors's discretion, compliance with said setback and planting requirements would cause undue hardship to such existing junkyard. (Ord. 6-1966, 12/6/1966; as revised by Ord. 1-93, 1/6/1993)

§111. Time Limit for Existing Establishments to Comply and Obtain License. Junk dealers and junkyards operating and existing in the Township of Lower Oxford on the effective date of this Part shall be required to comply with the provisions of and obtain a license under this Part within six (6) months from the effective date.

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 six (6) months.

(Ord. 6-1966, 12/6/1966; as revised by Ord. 1-93, 1/6/1993)

§112. 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 one thousand dollars (\$1,000.00) plus costs and, in default of payment of said fine and costs, to a term of imprisonment not to exceed ninety (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. 6-1966, 12/6/1966; as revised by Ord. 1-93, 1/6/1993; as amended by Ord. 2-98, 3/11/1998)

§113. 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. 6-1966, 12/6/1966; as revised by Ord. 1-93, 1/6/1993)



## Part 2

## Cable Television

§201. Definitions. The following words and phrases as used in this Part shall have the meaning ascribed to them in this Section unless the context clearly indicates otherwise. Words used in the plural shall include the singular; and words in the singular shall include the plural. "May" will be interpreted as permissive and "shall" will be interpreted as mandatory. Other terms not specifically defined will have the meaning general accorded to them in the Cable Television Industry.

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

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

BOARD - the Board of Supervisors, the governing body of the Township of Lower Oxford.

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

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

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

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

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

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

PUBLIC STREET - the surface of and the space above and below any public street, public right of way or other public place in the Township of Lower Oxford, now or hereafter existing, which the Board may lawfully burden by the franchise hereby granted. [Ord. 1-93]

SUBSCRIBER - any person or entity contracting to receive CATV service and subject to the payment of rates provided for such service.

TOWNSHIP - the Township of Lower Oxford a municipal corporation under the Second Class Township Code situate in the County of Chester of the Commonwealth of Pennsylvania.

(Ord. 1-90, 3/14/1990, §1; as amended by Ord. 1-93, 1/6/1993)

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

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

(Ord. 1-90, 3/14/1990, §2)

§203. Nonexclusive Grant. The franchise hereby granted is not exclusive and the Township shall have the right to grant one (1) or more such franchises during the term hereof, including the right to use and occupy public streets for CATV purposes. (Ord. 1-90, 3/14/1990, §3)

§204. Franchise Renewal. The renewal of this Franchise at the end of its designated term will be in compliance with the terms and conditions of the Federal Cable Act of 1984 dealing with franchise renewal. (Ord. 1-90, 3/14/1990, §4)

§205. Fees and Reports.

1. In consideration of the right, license and privilege granted hereby and in order to defray any costs and expenses of the Township in connection with the execution, delivery, performance and administration of this Agreement, the Grantee shall pay to the Township, on or before February 15th of the following year during the term of this Agreement, an amount equal to five (5) percent of the gross annual receipts of the Grantee. The Township reserves the right, during the term of this Agreement, to increase annual fee upon ninety (90) days written notice to the Grantee. Any such increase shall comply with all Federal and State laws and all Federal and State regulations. [Ord. 1-93]

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

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

and reporting of the same.

(Ord. 1-90, 3/14/1990, §5; as amended by Ord. 1-93, 1/6/1993)

§206. Term of Franchise. The franchise hereby granted shall continue in force for a term of fifteen (15) years after the effective date set forth in §205 thereof. (Ord. 1-90, 3/14/1990, §6)

§207. Conditions of Public Street Occupancy.

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

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

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

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

5. The company shall at its own expense and after reasonable notice, protect, support, temporarily disconnect, relocate, or remove any Company property when required by the Township by reason of traffic conditions, public safety, street vacating, street conditions, change or establishment of street grade, installation of sewers, drains, water lines, power lines, signal lines, or any other public facilities.

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

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

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

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

(Ord. 1-90, 3/14/1990, §7)

#### §208. Pole Attachment.

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

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

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

(Ord. 1-90, 3/14/1990, §8)

§209. Company's Compliance with Applicable Laws and Ordinances.  
Notwithstanding any other provision of this Franchise agreement to the

contrary, the Company and the Township shall at all times comply with all laws and regulations of the State and Federal government or any administrative agency thereof, provided, if any such Federal or State law or regulation shall require the Company to perform any action, or shall permit Company to perform any action, or shall prohibit Company from performing any action in conflict with the terms of this Franchise or of any law or regulation of Township, the obligations expressed by the Federal or State regulation shall be controlling and observance of these Federal or State laws in conflict with this Franchise shall not violate this Franchise. (Ord. 1-90, 3/14/1990, §9)

§210. Franchise Payment.

1. The Company shall pay to the Township, an annual franchise license fee in an amount pursuant to §205 hereof. The books and records of the Company containing any entry, the statements or information relative to the number of subscribers in the Township may be inspected and examined annually by the Treasurer of the Township, or by any duly authorized representative of the Board. [Ord. 1-93]

2. Motels, hotels, rooming houses, apartment houses, trailer courts, hospitals, rest homes and other multi-family or multi-person occupancies shall be subject to such rates on a number of subscribers basis just as with single family dwellings.

(Ord. 1-90, 3/14/1990, §10; as amended by Ord. 1-93, 1/6/1993)

§211. Revision of Rates. The franchise fees set forth in §210 hereof may from time to time be revised by the Township provided that the Company is given ninety (90) days written notice. (Ord. 1-90, 3/14/1990, §11)

§212. Indemnification.

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

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

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

Said insurance shall be provided by a company or companies authorized to do

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

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

3. The Company shall furnish the Township a bond drawn upon a surety authorized to do business in the Commonwealth of Pennsylvania in the amount of ten thousand dollars (\$10,000.00) to guarantee faithful performance of the terms and conditions governing and regulating the franchise hereby granted. Such bond shall be subject to the approval of the Board acting upon the opinion of the Township Solicitor.

4. No work, construction, erection, installation, operation or maintenance shall begin by the Company under the authority of the franchise hereby granted until the Company shall have first obtained and furnished to the Township the insurance policies and the bond respectively specified in subsections (2) and (3) of this Section and the same have been approved by the Board. The rights, interests and privileges granted under this Agreement shall be terminated upon the happening of any of the following conditions.

A. The expiration of fifteen (15) years from the date of this Agreement.

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

C. Any material breach of any material term or condition of this Agreement. Township shall notify Company of its intent to terminate and the reason(s) for such termination. Company shall be afforded sixty (60) days to cure the breach or to take affirmative action to commence a cure for said breach. If Company fails to cure or to take affirmative action toward curing the breach within said sixty (60) day period, Township shall schedule a public hearing on its intent to terminate the franchise. Company shall be afforded the due process rights of notice, representation and the right to be heard at said public hearing. After such public hearing, the Township shall have the right to terminate Company for just cause if said cause is so established or to impose a lesser penalty if it so desires.

In the event that the termination is imposed upon Company, Company shall have a period of six (6) months within which to sell, transfer and convey the Community Antenna Television System to a qualified purchaser at fair market value. During said six (6) month period, Company shall be obligated to continue its operation of the Community Antenna System.

5. Prior to the expiration of this Agreement, Company shall have the right to request a renewal under the same terms and conditions contained herein.

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

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

C. The Committee shall determine in accordance with the standards set forth in §211 of this Franchise, whether the Agreement should be renewed. Provisions shall be made for community comment at a public meeting. Industry performance in comparable markets with comparable cable television systems may be considered.

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

E. Unless Township finds Company's performance unsatisfactory pursuant to §211 of this Franchise Agreement, the Franchise shall be renewed.

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

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

H. If Township shall not renew the Franchise, Company shall not be excluded from submitting proposals during any refranchising proceedings conducted by the Township.

(Ord. 1-90, 3/14/1990, §12)

§213. Expiration of Franchise. Upon expiration of the term of the franchise hereby granted, if the Company shall not have acquired an extension or renewal thereof and accepted the same, the Company shall have the right to enter upon the public streets of the Township for the purpose of removing Company property and installations. Provided, however, that the Company shall refill, at its own expenses, any excavation that shall be made by it, and shall leave said public streets in as good condition as that prevailing prior to the Company's removal of its property. (Ord. 1-90, 3/14/1990, §13)

§214. Restriction Against Transfer. The Company shall not sell or transfer its plant or system to another, other than a parent company or a wholly-owned subsidiary of the Company, nor transfer any rights under this franchise to another without Township approval. Provided, that no sale or transfer shall be effective until the vendee, assignee, or lessee has filed in the office of the Township Secretary an instrument duly executed reciting the fact of sale, assignment or lease accepting the terms of the franchise and agreeing to perform all the conditions thereof. The Township's approval will not be unreasonably withheld and neither this Section nor other Sections of this Part and the franchise hereby granted shall preclude the mortgaging, hypothecating, or the assignment of certain rights in the system, or the pledge of stock by the Company for the purpose of financing. (Ord. 1-90, 3/14/1990, §14)

§215. Reservation of Right to Further Amend the Franchise Hereby Granted. The Township reserves the right throughout the term of the franchise hereby granted, at any time and from time to time, to adopt additional regulations governing the franchise hereby granted as it may deem required to serve the best interest of the Township and or Township subscribers. Provided that such regulations shall not be retroactively applied and shall not take effect sooner than thirty (30) days after their adoption. And further provided that the Company shall be given reasonable opportunity to meet with the Board and discuss any proposed regulation prior to the Board's final action to consider adoption of said proposed regulation. Any provision hereof to the contrary notwithstanding, the franchise hereby granted may not without the consent of the Company be modified to:

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

(Ord. 1-90, 3/14/1990, §15)

§216. Miscellaneous Provisions.

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

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

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

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

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

(Ord. 1-90, 3/14/1990, §16)

§217. Federal Regulations. Any modification resulting from an amendment of Section 76.13 ("Franchise Standards") of the Rules and Regulations of the Federal Communications Commission shall be incorporated into this Part and shall govern the franchise hereby granted as of the date such modification becomes obligatory under FCC regulations, and in the event that no obligatory date may be established, within one (1) year after FCC adoption. (Ord. 1-90, 3/14/1990, §17)

