

Ordinance 66-6

Distribution of TV signals
9/12/1966

ORDINANCE NO. 66-6

AN ORDINANCE OF THE TOWNSHIP OF HOPEWELL, OF BEAVER COUNTY, PENNSYLVANIA, GRANTING UNTO CENTRE VIDEO, CORPORATION, ITS SUCCESSORS, LESSEES AND ASSIGNS, THE RIGHT TO CONSTRUCT, MAINTAIN, AND OPERATE FACILITIES IN THE STREETS, HIGHWAYS, AND OTHER PUBLIC PLACES IN THE TOWNSHIP OF HOPEWELL, BEAVER COUNTY, PENNSYLVANIA, FOR THE RECEPTION, TRANSMISSION AND DISTRIBUTION OF TELEVISION AND OTHER SIGNALS TO THE PUBLIC IN THE TOWNSHIP OF HOPEWELL, AND OTHER PURPOSES, FOR A PERIOD OF FIFTEEN (15) YEARS.

BE IT ORDAINED AND ENACTED by the Board of Commissioners of the Township of Hopewell, and it is hereby ordained and enacted by authority of the same.

SECTION 1. Centre Video, Corporation (The "Company"), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, its successors, lessees and assigns, is hereby granted for a term of fifteen (15) years from the date of the final enactment hereof, the right, power, privilege and authority to enter upon the streets, alleys, highways, sidewalks, bridges, tunnels, crossarms, guys, conduits, tubes, manholes, vaults and other facilities and apparatus (herein collectively referred to as "facilities") as may be necessary or advantageous in carrying on the business of providing for the reception, transmission and distribution of television and other signals to the public in the Township. The Company has an option of renewing the franchise for an additional five (5) year term. At the end of the twenty (20) year period, this franchise shall run on a year to year basis under the same terms and conditions as set forth herein but may be terminated by either party upon sixty (60) days notice in writing prior to the annual anniversary.

SECTION 2: The Company shall at all times be limited in its maximum charges, fees and rates for its services pursuant to this ordinance, as hereinafter provided, unless prior approval to increase such charges, fees and rates is granted by Township Board of Commissioners.

Connection Fees

Connection of outlets during initial offering for a period of at least 180 days	FREE
Thereafter, connection of first outlet	\$5.00
Connection of additional outlets	\$5.00 per outlet
Relocation or rearrangement of outlets at customer's request	\$5.00 per outlet
Reconnection after disconnection for any reason	\$5.00

Monthly Service Charge

Residential rates - First outlet	\$4.50
Additional outlets	1.00 per outlet
Commercial rates - First outlet	\$5.50
Additional outlets	1.00 per outlet

Motels, hotels, rooming houses, apartment houses, trailer courts, hospitals, and rest homes shall be on a negotiated rate schedule. The Company will provide signals at no charge to outlets in any one room in each public and parochial school, each police station, each municipal building, each firehouse, where desired, in the Township of Hopewell.

The Company will reserve one 6 megacycle channel for use by the communities in the area. Further, the Company shall provide a free connection to any one auditorium within the Township as chosen by the Township Board for the purpose of viewing the channel reserved for community use.

SECTION 3: It is the intention of the Township that the Company and all public utilities in the Township shall cooperate to permit the joint use of their facilities, wherever possible, at reasonable non-discriminatory charges in order that the number of new facilities constructed in the Township hereunder be minimized. It shall be lawful for the Company to permit other persons or corporations serving the public in the Township to make joint use of the Company's facilities, and the Company will attempt to utilize existing facilities which public utilities in the Township may now have in operation or may hereafter acquire, and the Township hereby empowers and authorizes such uses.

SECTION 4: The Company shall construct, maintain, and operate its facilities so as to cause the least possible inconvenience to the public, and shall not unduly obstruct highways, impede traffic or interfere with travel by the public. The construction and maintenance of the facilities shall be subject to such ordinances and regulations as the Township may now have or may hereafter adopt.

SECTION 5: Company Liability-Indemnification. Company shall indemnify and save the Township and its agents and employees harmless from all and any claims for personal injuries or property damages, and any other claims and costs, including attorney's fees, expense of investigation and litigation of claims and suits thereon which may arise from the installation and/or operation of Company's television antenna system or any equipment of the Company. In case suit shall be filed against the Township, either independently or jointly with said Company, to recover for and said claim or damages, said Company, upon notice to it by said Township, shall defend said Township, its agents and employees, against said action, and, in the event of a final judgment being obtained against said Township, either independently or jointly with said Company, the said

Company will pay said judgment and all costs and hold the Township harmless therefrom. For this purpose Company shall carry and at all times maintain on file with the Secretary of the Township of Hopewell, and at all times keep in force, a public liability policy or policies in the name of the Company and the Township as their respective interests may appear, insuring Company and the Township, against any and all liability arising from the installation and/or operation of said system, which policy or policies shall be approved by the Solicitor of the Township.

The Company will maintain during the term of this franchise public liability insurance of not less than \$200,000.00 for any one person and \$1,000,000.00 for any one accident, and property damage insurance of not less than \$500,000.00 per accident and \$1,000,000.00 aggregate for property damage, duly issued by one or more insurers authorized to do business in the Commonwealth, and the Company shall furnish to the Township evidence satisfactory to the Township that such insurance is in force.

SECTION 6: In the event and in those locations that the use of poles of other utilities is not practicable, the Company may erect poles or place cables underground. Such installations shall be performed in a workmanlike, safe and substantial manner and shall be kept in good condition and repair, but shall not be done without the consent and approval of the Township Engineer. In case of any disturbance by the Company of pavements, sidewalks, driveways, or other surfaces, the Company shall at its own cost and expense and in a manner approved by the Township Engineer replace and restore all pavements, sidewalks, driveways, and other surfaces disturbed, in as good condition as before any work of the Company was commenced.

SECTION 7: 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 the public welfare 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 of the Township. The system shall be installed and maintained in accordance with good engineering practices, and any spurious electro-magnetic radiation must fall within the limits specified by the Federal Communications Commission. All construction must be done in a good and workmanlike manner free of obvious defects which may be hazard to life and limb, and in conformance with the standards set forth in the National Electric Safety Code.

SECTION 8: The Company shall pay to the Township three per cent (3%) of gross proceeds received from monthly charges paid to the

Company for services (exclusive of attachments charges for installations or extensions) furnished within the Township. Payment is to be made every ninety (90) days or quarterly to the office of the Treasurer of the Township of Hopewell, Pennsylvania. The gross revenue received by the Company from its Hopewell Township subscribers shall be audited at the close of each fiscal year by a Certified Public Accountant at the expense of the Company and a copy of such audit shall be furnished to the Treasurer of the Township of Hopewell. The books and records of the Company containing any entry, statements or information relative to the amount or source of such gross revenue may be inspected and examined annually by the Treasurer or the Secretary of the Township of Hopewell, or their duly authorized representatives.

SECTION 9: The Company shall proceed as promptly as practicable to obtain such permits, licenses and agreements as are necessary to the construction and operation of the facilities, and thereafter shall initiate construction within three (3) months after having secured all necessary permits, licenses, and rights-of-way. Failure to proceed (other than for reasons beyond the control of the Company) shall be grounds for termination of the franchise hereunder. In any event, the Company shall complete the construction of the cable system and be in ^{full} operation within eighteen (18) months after the passage of this Ordinance, or the Board has the right to revoke the franchise. J.P.
C.M.B.

SECTION 10: The Company shall pay the Township within thirty (30) days of the effective date of termination of the Company's franchise all sums due the Township under the provisions of this Ordinance. Within ninety (90) days after expiration or termination of the Company's franchise hereunder, the Company at its own cost and expense shall remove all facilities constructed by it in accordance herewith and shall restore all pavements, sidewalks, driveways, and other surfaces disturbed by such removal.

SECTION 11: The Company shall at all times comply with the laws of the Commonwealth of Pennsylvania and be amenable to service of process in the Commonwealth of Pennsylvania.

SECTION 12: The Company shall furnish to the Township of Hopewell a bond in the sum of Ten Thousand Dollars (\$10,000.00) with sureties which might become due unto the Township, said bond to guarantee the payment of all sums which might become due unto the Township for any cause for any work done by the Township hereunder for the benefit of the Company and for the removal of any attachments upon termination of this franchise for whatever cause.

SECTION 13: The right to use and occupy said streets, alleys, public ways and places for the purpose herein set forth shall not be exclusive, and the Township reserves the right to grant a similar use of

said streets, alleys, public ways and places, to any person or firm at any time during the period of this franchise.

The Township shall not permit any individual or company to provide services similar to those of the Company without first having secured an ordinance from the Township. The Township shall not grant a franchise to individuals or companies offering or furnishing service similar to those of the Company on terms and conditions more favorable to such individuals or companies than those contained herein, unless this Ordinance is amended to provide for such more favorable terms and conditions.

SECTION 14: After assignment of the rights, powers, privileges and authority granted under the terms of this Ordinance by the Company to a subsidiary company incorporated in the State of Pennsylvania, the latter company shall not sell or transfer its plant or system to another, nor transfer any rights under this Ordinance to another without Board 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 such sale, assignment or lease, accepting the terms of the Ordinance, and agreeing to perform all the conditions thereof.

SECTION 15: (1) Township Rules. The right is hereby reserved to the Township to adopt, in addition to the provisions herein contained and existing applicable ordinances, such additional regulations as it shall find necessary in the exercise of the police power, provided that such regulations, by ordinances or otherwise shall be reasonable, and not in conflict with the rights herein granted and shall not be in conflict with the laws of the State of Pennsylvania.

(2) Use of System by Township: The Township shall have the right, during the life of this franchise, free of charge, where aerial construction exists, of maintaining upon the poles of the Company within the Township limits wire and pole fixtures necessary for a police and fire alarm system, such wires and fixtures to be constructed and maintained to the satisfaction of the Company and in accordance with its specifications.

(a) Compliance with Company Rules. 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.

(b) Liability. The Township shall be solely responsible for all damage to persons or property arising out of the construction or maintenance of said wires and fixtures authorized by this Section and shall save the Company harmless from all claims and demand whatsoever arising out of the attachment, maintenance, change or removal of said wires and

fixtures to the poles of the Company. In case of rearrangement of the Company plant or removal of poles or fixtures the Township shall save the Company harmless from any damage to persons or property arising out of the removal or construction of its wires or other fixtures.

(3) Supervision and Inspection. The Township shall have the right to supervise all construction or installation work performed subject to the provisions of this Ordinance and to make such inspections as it shall find necessary to insure compliance with governing ordinances.

(4) Procedure after Termination or Revocation. Upon the revocation of this franchise by the Board, or at the end of the term of this franchise, the Township shall have the right to determine whether the Company shall continue to operate and maintain its distributing system pending the decision of the Township as to the future maintenance and operation of such system.

SECTION 16: If any section, sentence, clause, or phrase of this Ordinance is for any reason illegal, invalid, or unconstitutional, such invalidity shall not affect the validity of the Ordinance and any remaining portion hereof.

SECTION 17: The cost of the publication of this Ordinance shall be paid by the Company.

SECTION 18. Within thirty (30) days from the effective date of this Ordinance, the Company shall file its written acceptance hereof with the Township. Under such acceptance, this Ordinance shall constitute a contract between the Township and the Company and shall be binding upon both.

SECTION 19: This Ordinance shall take effect and be in force from and after the earliest period allowed by law.

ORDAINED AND ENACTED into law by the Township Board of the Township of Hopewell in lawful session assembled this 12th day of September, 1966.

TOWNSHIP OF HOPEWELL

By Lino Krol,
President, Board of Commissioners

Attest:

Charlotte M. Buffington
Township Secretary
(Seal)

BEAVER COUNTY TIMES

Successor to The Daily Times
Established April 2, 1874

OFFICES

West Bridgewater - Ambridge
Aliquippa - Beaver Falls
MAILING ADDRESS
P.O. Box 400, Beaver, Pa. 15009

Proof of Publication

The Beaver County Times a daily newspaper of general circulation, published by BEAVER NEWSPAPERS, Inc., a Pennsylvania corporation, 400 Fair Avenue, West Bridgewater, Beaver County, Pennsylvania, was established in 1946, and has been issued regularly, except legal holidays, since said date.

The attached advertisement, which is exactly as printed and published, was published in the regular issue of said newspaper, on September 27, 1966.

The cost of advertising and proof, \$ 162.00, has been paid.

October 15, 1966

LEGAL ADVERTISING**LEGAL ADVERTISING****ORDINANCE NO. 68-6**

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granted the use of the community use. Further, the Company shall provide a free connection to any auditorium within the Township as proposed by the Township Board for the community use.

SECTION 3: It is the intention of the Township that the Company and all public utilities in the Township shall cooperate to permit the joint use of their facilities, wherever possible, at reasonable charges in order that the Township hereunder be minimized. It shall be lawful for the Company to use the public in the Township to joint use of the Company's facilities and the Company will attempt to use the Township which public utility or may hereafter acquire, and the Township hereby empowers and authorizes the Company to do so.

SECTION 4: The Company shall construct, maintain, and operate its facilities cause the least possible inconvenience to the public, and shall not unduly impede traffic or travel by the public. The construction and maintenance of the facilities shall be the responsibility of the Company.

source of such gross revenue may be inspected and examined annually by the Treasurer or the Secretary of the Township of Hopewell, or their duly authorized representatives.

SECTION 9: The Company shall proceed as promptly as practicable to obtain such permits, licenses and agreements as are necessary to the construction and operation of the facilities and thereafter shall initiate construction within three (3) months after having secured all necessary permits, licenses, and rights-of-way. Failure to proceed (other than for reasons beyond the control of the Company) shall be grounds for termination of the franchise hereunder. In any event, the Company shall complete the construction of the cable system and be in full operation within eighteen (18) months after the passage of this Ordinance, or the Board has the right to revoke the franchise.

SECTION 10: The Company shall pay the Township within thirty (30) days of the effective date of termination of the Company's franchise all sums due the Township under the provisions of this Ordinance. Within ninety (90) days after expiration or termination of the Company's franchise hereunder, the Company at its own cost and expense shall remove all

from the Township. The Company shall, in addition to the Township, be responsible for the maintenance of the facilities, such additional regulations as may be necessary in the exercise of the police power, provided that such regulations, by ordinances or otherwise, shall be reasonable, and not in conflict with the rights herein granted and shall not be in conflict with the laws of the State of Pennsylvania.

(2) Use of System by Township: The Township shall have the right, during the life of this franchise, free of charge, to maintain upon the poles of the Company's facilities necessary for a police and fire alarm system, such wires and fixtures to be constructed and maintained to the satisfaction of the Company and in accordance with its specifications.

(a) Compliance with Company Rules: 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 of the Township.

(b) Liability: The Township shall be solely responsible for all damage to persons or property arising out of the construction or maintenance of said wires.

BEAVER NEWSPAPERS, Inc.

By

James R. Miller
(Per M.M.)

SYLVANIA, }
BEAVER, } SS:

Notary Public in and for said county and state, personally

James R. Miller, who being duly sworn

says that he is Secretary-Treasurer of BEAVER NEWSPAPERS, Inc.; that neither affiant nor said corporation is subject matter of the attached advertisement; and that all of the foregoing statement including those as to the time, date of publication are true.

James R. Miller
Secretary-Treasurer

Subscribed before me

September 27, 1966

M. Brer

NOTARY PUBLIC

Commission Expires March 5, 1969

Beaver County