

CHAPTER 13

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Part 1

Clay Township Cable System Ordinance

§101. Title. This Part shall be known and may be cited as the “CLAY TOWNSHIP COMMUNITY ANTENNA TELEVISION FRANCHISE ORDINANCE”. [Ord. 4-78, 06/26/1978, §1]

§102. Definitions

- a. “COMMUNITY ANTENNA TELEVISION”: (CATV) shall mean an arrangement or combination of apparatus whereby television, radio, data and other signals are received at one or more towers, antennas, or other devices from television stations, radio stations and data sources licensed by the Federal Communications Commission and other information sources including, but not limited to, computer related internet access, data sources and which for a consideration are transmitted by means of co-axial cable or other suitable device to and/or from television sets, radios, computers, or other devices. *[amended by Ord. No. 041204, 4/12/04, §1]*
- b. “BOARD OF SUPERVISORS” is the governing body of the Township of Clay, Lancaster County, Pennsylvania.
- c. “COMPANY” is Blue Ridge Cable Technologies and Pencor Services, the Grantees of rights under this franchise. *[amended by Ord. 101397, 10/13/1997, §2; further amended by Ord. No. 041204, 4/12/04, §1]*
- d. “STREETS” shall mean and include all public streets, ways, alleys, and parkways owned by or under the control or jurisdiction of the Township of Clay or any such public streets, ways, alleys, and parkways to be acquired by the Township of Clay through the expansion of its boundaries or through the addition of said streets, ways, alleys, and parkways.
- e. “PERSON” and “APPLICANT” shall mean any person, firm, partnership, association, corporation, company, limited liability company, limited liability partnership, nonprofit organization or organization of any kind. *[amended by Ord. No. 041204, 4/12/04, §1]*
- f. “TOWNSHIP” is the Township of Clay, Lancaster County, Pennsylvania.

[Ord. 4-78, 06/26/1978, §2 as amended by Ord. 101397, 10/13/1997, §2]

§103. Nonexclusive Franchise.

- a. There is hereby granted by TOWNSHIP, to COMPANY a non-exclusive franchise, right, and privilege, for a period of ten (10) years from

the acceptance of the terms of this Part, to construct, maintain, use and operate in the present and future streets of TOWNSHIP towers, poles, lines, cables, necessary wiring and other apparatus required for the purpose of receiving, amplifying and making available television and radio and other signals to TOWNSHIP and PERSONS resident therein relating to such services as may be prescribed or permitted by the Federal Communications Commission within the boundaries of TOWNSHIP or within the boundaries as same may be hereinafter extended for transmittal and distribution of electricity and electrical impulses and signals for television, radio, internet access, data transmission, and other purposes; namely to produce reproduction of sights, sounds, and data, individually or in combination, to the PERSONS resident in TOWNSHIP, upon the terms and conditions and subject to the limitations herein set forth. *[Ord. 4-78, 06/26/1978, §3, as amended by Ord. 110893-A, 11/08/1993, §1, Ord. 101397, 10/13/1997, §3 and Ord. 101298-B, 10/12/1998, §1; further amended by Ord. No. 041204, 4/12/04, §2]*

- b. It is acknowledged by the parties that the issue of franchise fees charged against internet services is currently unresolved in the Courts. In the event that a final adjudication or decision occurs concerning that matter, the TOWNSHIP on its own Motion or COMPANY providing a copy thereof to the TOWNSHIP and the TOWNSHIP responding within (60) sixty days, shall have a right to reopen the Agreement for purposes of negotiation of a potential franchise fee on any such services that are finally adjudicated as allowing the TOWNSHIP to impose such a franchise fee. *[added by Ord. No. 041204, 4/12/04, §2]*

§104. Compliance with Applicable Laws and Ordinances. COMPANY shall, at all times during the life of this franchise, be subject to all lawful exercise of the police power by TOWNSHIP, and to such reasonable regulations as TOWNSHIP shall hereafter by resolution or Part provided. *[Ord. 4-78, 06/26/1978, §4 as amended by Ord. 101298-B, 10/12/1998, §1]*
(13, §105) (13, §105)

§105. Streets and Control. COMPANY shall so install and maintain its equipment as not to interfere with the traffic of streets, driveways, and sidewalks having due consideration for reasonable operation of same; provided, however, that such installation shall not become a vested interest, and the same shall be removed by COMPANY and relocated at COMPANY'S sole expense whenever TOWNSHIP deems the same to restrict or obstruct the operation or location of any future operations or future locations of said streets. COMPANY shall install its equipment mentioned above so as to cause no interference, electrical or otherwise, with the rights or reasonable convenience of others. *[Ord. 4-78, 06/26/1978, §5]*

- a. Erection of Poles No poles, lines, cables, necessary wiring or other apparatus shall be erected by COMPANY in any part of the TOWNSHIP, where an underground conduit system for utilities now exists or hereafter may exist. Further, no poles shall be erected by COMPANY where poles are maintained by either Pennsylvania Power & Light Company in TOWNSHIP for service of customers to become subscribers of COMPANY except upon written approval of The BOARD OF SUPERVISORS on special

written application therefor. *[added by Ord. No. 041204, 4/12/04, §3]*

§106. Liability of Company

- a. COMPANY shall indemnify and save TOWNSHIP and its agents and employees harmless from any and all claims for personal injuries or property damages, and any other claims and costs, including attorney's fees, expenses of investigation and litigation of claims and suits thereon which may arise from the installation and/or operation of COMPANY'S COMMUNITY ANTENNA SYSTEM or any equipment of COMPANY. In case suits shall be filed against TOWNSHIP, either independently or jointly with COMPANY, to recover for any such claims or damages, COMPANY, upon notice to it by TOWNSHIP separately shall defend TOWNSHIP, its agents and employees against said action; and, in the event of final judgment being obtained against TOWNSHIP, either independently or jointly with COMPANY, COMPANY will pay such judgement and all costs and hold TOWNSHIP harmless therefrom.
[amended by Ord. 041204, 4/12/04, §4]
- b. For this purpose, COMPANY shall carry and maintain on file with the Secretary of TOWNSHIP, and at all times keep in force, a public liability policy or policies in name of COMPANY and TOWNSHIP as their respective interests may appear, insuring COMPANY and 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 TOWNSHIP at COMPANY'S expense.
- c. Such liability policy or policies shall be in a sum of not less than One Million Dollars (\$1,000,000.00) for damages to property in any one accident, and not less than Five Million Dollars (\$5,000,000.00) for injury or death to any one person, and not less than Five Million Dollars (\$5,000,000.00) for death or injury to any persons affected by any one act. Such policies of insurance shall be issued by a company licensed to do business in the Commonwealth of Pennsylvania. *[Ord. 4-78, 06/26/1978, §6 (c), as amended by Ord. 110893-A, 11/08/1993, §2; as further amended by Ord. 041204, 4/12/04, §4]*
- d. COMPANY shall also carry Workmen's Compensation coverage for all of its employees subject to such coverage and shall submit to the Secretary of TOWNSHIP a Certificate of Insurance, showing that Workmen's Compensation coverage is in effect.

[Ord. 4-78, 06/26/1978, §6, as amended by Ord. 110893-A, 11/08/1993, §2]]

§107. Restorations. All streets, driveways, alleys, curbs, sidewalks and the surfacing disturbed or damaged in the construction or maintenance of COMPANY equipment shall be promptly restored in as good condition as before the work was commenced by COMPANY at its expense and to the satisfaction of TOWNSHIP. *[Ord. 4-78, 06/26/1978, §7]*

§108. Service Standards

- a. COMPANY shall during the continuance of this franchise provide facilities and services sufficient to meet the needs of the residents of TOWNSHIP and shall maintain its facilities up-to-date and in keeping with technical progress.
- b. COMPANY shall maintain and operate its system and render sufficient service in conformance with any rules and regulations of the F.C.C. and in conformance with amendments thereto. *[amended by Ord. 041204, 4/12/04, §5]*
- c. Systems shall be installed and maintained in accordance with good engineering practices, and any spurious electromagnetic radiation must fall within any limits specified by the Federal Communications Commission
- d. All construction, if any, must be done in a good and workmanlike manner free of defects, which may be a hazard to life and limb and as a minimum standard, in conformity with the standards set forth in the International Electric Code. *[amended by Ord. No. 041204, 4/12/04, §5]*
- e. Whenever it is necessary to shut off or interrupt service for the purpose of making repairs, adjustments or installations, COMPANY shall do so at such time as shall cause the least amount of inconvenience to its customers, and unless such interruption is unforeseen and immediately necessary, it shall give reasonable notice thereof to its customers.
- f. COMPANY'S service shall be continuous daily during the operation hours of the stations whose television, data, computer or radio broadcasts are being transmitted.
- g. Where service facilities are already available COMPANY shall provide equal service to PERSON and APPLICANT residing in or owning property in TOWNSHIP desiring same who shall pay the reasonable charges imposed by COMPANY. New service shall conform to the conditions set forth under Section 121. Extension of Service of this Part and FCC requirements. For the purposes of this subparagraph only "service" is defined to be analog cable television service. *[Ord. 4-78, 06/26/1978, §8, as amended by Ord. 101397, 10/13/1997, §4; Further amended by Ord. 041204, 4/12/04, §5]*
- h. COMPANY agrees that it will comply with any future modifications of any FCC rules and regulations within one (1) year of adoption or when applicable, whichever is the earlier.
- i. In addition to any other minimum requirements in this Part COMPANY

shall at all times operate the community antenna system so as not to adversely affect or interfere in any manner with the existing radio, computer, data and television reception in the form of radiation from COMPANY'S cables to antennas located in TOWNSHIP. *[amended by Ord. No. 041204, 4/12/04, §5]*

- j. Except for widespread outages caused by forces beyond COMPANY'S control, all "no television" video complaints will be acted on by COMPANY within one (1) full business day of the date COMPANY receives notice of the outage. COMPANY shall provide enough phone lines to service all complaints and to provide for prompt processing of complaints. *[amended by Ord. No. 041204, 4/12/04, §5]*
- k. COMPANY shall maintain a local business office for the purpose of complaints in Ephrata, Pennsylvania or such other places as the Township Board of Supervisors shall from time to time agree where a complete tariff governing service to customers is on file. Such tariff shall also be on file with TOWNSHIP Secretary. Notice of procedures for reporting and resolving complaints shall be given to each subscriber of COMPANY at the time of initial subscription. *[Ord. 4-78, 06/26/1978, §8, as amended by Ord. 101397, 10/13/1997, §5]*
- l. Whenever underground conduit for utilities is available, COMPANY shall use same only, and no lines shall be strung from poles to buildings.

[Ord. 4-78, 06/26/1978, §8, as amended by Ord. 101397, 10/13/1997, §4, §5]

§109. Assignment of Franchise or Equipment. COMPANY shall not sell or transfer its plan or system to another, nor transfer any right under this franchise to another without prior Board of Supervisors written approval. No approved application for 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 future sale, assignment or lease, accepting the terms of the franchise, and agreeing to perform all of the conditions thereof. COMPANY may sell or transfer its plan or system to a wholly owned subsidiary or COMPANY without written prior approval of the Board of Supervisors. In said event, COMPANY shall give immediate notice in writing to the Board of Supervisors of such transfer and shall give written assurances, if requested by the Board of Supervisors, that any wholly owned subsidiary accepts the terms of this franchise, agrees to perform all of the conditions thereof, and has sufficient assets, personnel, and equipment to service TOWNSHIP. *[Ord. 4-78, 06/26/1978, §9]*

§110. Rates. COMPANY may charge subscribers such reasonable rates as would provide for a reasonable return on its investment in comparison with returns of other cable tv systems within the Commonwealth. *[Ord. 4-78, 06/26/1978, §10]*

§111. Additional Conditions on Street Occupancy

- a. Upon specific written request, with need shown, by TOWNSHIP, COMPANY shall furnish TOWNSHIP with maps showing the pole line

system of COMPANY in TOWNSHIP. It shall be the responsibility of COMPANY to keep TOWNSHIP advised of any and all changes in additions and removals in the system, except for the individual subscribers connection wires.

- b. Before COMPANY sets poles or constructs any structure, if otherwise permitted by this Part, on TOWNSHIP streets or property is shall file with the TOWNSHIP detailed specifications showing the exact location, height, and dimensions of the poles or structures to be erected. Poles or structures shall not be erected hereafter until specifications for same shall be approved in writing by the Board of Supervisors and any other regulatory agency, if any, having jurisdiction of same. In addition, all cable, wires, poles or other equipment shall be installed and conform to the standards of the International Electric Code. *[amended by Ord. No. 041204, 4/12/04, §6]*
- c. No poles, lines, cable, necessary wiring or other apparatus shall be erected by COMPANY in any part of TOWNSHIP, where an underground conduit system for utilities now exists or hereafter may exist. Further, no poles shall be erected by COMPANY where poles are maintained by either Pennsylvania Power & Light Company and/or Denver & Ephrata Telephone & Telegraph Company in TOWNSHIP for service of customers to become subscribers of COMPANY except upon written approval of the Board of Supervisors on special written application therefore.
- d. Where the Board of Supervisors are uncertain as to the exact location of the limits of the rights-of-way of any street, then in its discretion it may require the same to be surveyed by a surveyor selected by it, the cost of said surveyor to be paid by COMPANY.
- e. COMPANY shall have the authority, to the extent same may be granted by TOWNSHIP, to trim trees upon and overhanging streets, curbs, sidewalks, and public places of TOWNSHIP so as to prevent the branches of such trees from coming in contact with wires and cables of COMPANY. All trimming to be done under supervision and direction of TOWNSHIP and at the sole expense and liability of COMPANY. COMPANY shall pay TOWNSHIP reasonable expenses for its supervision of said tree trimming.
- f. COMPANY agrees that it will furnish a copy of any contract entered into with any utility for the use of their poles by COMPANY, setting forth the terms, conditions and duration of said contract. COMPANY agrees that a copy of the aforementioned contract shall be filed with TOWNSHIP within ten (10) days of the effective date of this Part and that amendments thereto shall be filed with TOWNSHIP within ten (10) days of the date of said amendments.

- g. COMPANY shall, on request of any subscribers, promptly remove all wires and the installations from the premises of such subscribers.
- h. COMPANY shall remove or cause to be removed from streets, of TOWNSHIP and from all public property all of the wires, poles, and installations of any kind or nature whatsoever which have been installed under the authority of the franchise upon termination of this franchise, the cessation of operation under this franchise by COMPANY, its successors, or assigns, for any reason whatsoever, or the forfeiture of this franchise under the provisions of Section 117 herein.
- i. Repealed by *[Ord. 110893-A, 11/08/1993, §3]*

[Ord. 4-78, 06/26/1978, §11, as amended by Ord. 110893-A, 11/08/1993, §3]

§112. Term of Franchise. Except as provided in Section 103b. hereof, the franchises and rights granted hereunder shall take effect upon the effective date of each franchisee's acceptance of this Part, and shall continue in force and effect for a period of ten (10) years thereafter. COMPANY shall file with the TOWNSHIP copies of all modifications of FCC rules and regulations or other applicable laws or regulations imposed by any governmental authorities which materially impact the terms of this Part within one (1) month of their adoption. *[Ord. 4-78, 06/26/1978, §12, as amended by Ord. 110893-A, 11/08/1993, §4 and Ord. 101397, 10/13/1997, §6; as further amended by Ord. No. 041204, 4/12/04, §7]*

§113. Franchise Fee and Related Matters.

- A. For the non-exclusive franchise granted herein, Company shall pay to Township twice a year (on March 1 and September 1) during each year of operation a sum equal to five percent (5%) of the annual Gross Subscriber Revenues of Company Within Township based upon Company's Record of Receipts for the immediately previous fiscal half year ending on respectively December 31, and June 30. In no event shall each payment be less than Two Hundred Dollars (\$200.00). The term "Gross Subscriber Revenues of Company Within Township" includes all gross revenues received of Company within Township (except installation charges), including monies received for all of Company's Services in Township, and includes, but is not limited to all cable rates, such as basic rates, premium rates, tier service, pay per view, FM or audio service, digital music express, advertising, hook-up fees, connection fees, equipment rental fees, computer modem services, home shopping channels, tocum fees, or any revenue permitted by FCC regulations, or any similar services currently in existence or that may come into existence in the future that are permitted by FCC and other applicable regulations. TOWNSHIP and COMPANY acknowledge that Gross Revenues from any and all advertising revenues and revenues or commissions from home shopping channels are calculated based upon statements provided by third parties, i.e. advertising agencies and home shopping channels. The third parties may calculate payments

to COMPANY based upon customer zip codes which may cover multiple Municipalities and multiple cable companies. Blue Ridge will pay the franchise fees based upon the statements it receives from third parties. *[amended by Ord. No. 041204, 4/12/04, §8]*

- B. The rights given under this Part shall terminate if such franchise fee is not paid at said times. At least once every two (2) years Company's independent certified public accountant shall certify to Township that said independent certified public accountant has examined Company's records for the previous two (2) years and that the computations made by Company and the monies paid to Township were made in accordance with this Part. *[Ord. 4-78, 06/26/1978, §13, as amended by Ord. 110893-A, 11/08/1993, §5]*
- C. Should the following be granted by COMPANY to any other Municipality in COMPANY's system, the COMPANY will also provide to TOWNSHIP and TOWNSHIP's Fire Company, free of charge, sufficient basic service level (Standard Nonpremium Service) cable outlets(including the requisite converter box or other requisite equipment for signal reception). Additionally, COMPANY will provide to TOWNSHIP one (1) Cable Modem Service with basic service within TOWNSHIP building. *[added by Ord. No. 041204, 4/12/04, §8]*
- D. The Federal Communications Commission has ruled that a franchise fee is not proper for cable modem services. Many franchise authorities have appealed. COMPANY agrees to abide by any final controlling Court determinations or FCC ruling on this issue. COMPANY will maintain the necessary records to back bill customers for the franchise fees on cable modem services for the period of time the appeals are pending. *[added by Ord. No. 041204, 4/12/04, §8]*

§114. Regulatory Agencies This Part shall become void, should COMPANY fail to secure whatever licenses are required by any regulatory body having jurisdiction from time to time. *[Ord. 4-78, 06/26/1978, §14]*

§115. Disputes. In the event of any dispute between TOWNSHIP and COMPANY, concerning any costs to be paid by TOWNSHIP or COMPANY the issue or issues in dispute shall be submitted to arbitration in accordance with the rules then in force at the American Arbitration Association and such opinion or order issued by such arbitrators shall include an order concerning costs of such arbitration reflecting liability for said costs on TOWNSHIP or COMPANY according to the fault or liability as to the dispute of the said as finally decided by the arbitrators. *[Ord. 4-78, 06/26/1978, §15]*

§116. Township Secretary. COMPANY shall provide the Township Secretary with copies of any and all Federal, State and Local Laws, rules, regulations and amendments thereto relating to cable television operation and franchises. *[Ord. 4-78, 06/26/1978, §16]*

§117. Forfeiture. TOWNSHIP may at any time declare a forfeiture of this grant for violation or default by COMPANY of any of the terms hereof, provided that none of the terms of

this grant shall be deemed to be violated so as to permit such forfeiture unless COMPANY shall first be given notice by TOWNSHIP of such violation or default and of the attempt to declare forfeiture and thereafter if such violations or default and of the attempt to declare forfeiture and thereafter if such violations or default shall continue for a period of more than sixty (60) days, all of the rights and privileges of COMPANY under the provisions of this Part may be forthwith declared forfeited and revoked. If any action shall be instituted or prosecuted directly or indirectly by COMPANY or by its stockholders or creditors, to set aside or have declared void any terms of this franchise, the whole of this grant may be thereupon forfeited and annulled at the option of TOWNSHIP, to be expressed by Ordinance. Provided, however, that COMPANY shall not be deemed to be in default for performance of any provisions of this grant, nor shall any forfeiture be invoked for any violation or failure to perform any provisions hereof due to strikes, lockouts, insurrections, acts of God, or any cause beyond the control of COMPANY. *[Ord. 4-78, 06/26/1978, §17]*

§118. Company Office. COMPANY shall provide the name, local office address, home phone number and office phone number of the local manager for COMPANY to the Township Secretary. In the case any change shall occur in personnel at COMPANY, COMPANY shall forthwith notify Township Secretary of the changes in personnel and provide the above-mentioned information to the Township Secretary concerning the new personnel. *[Ord. 4-78, 06/26/1978, §18]*

§119. Manner of Giving Notices. Whenever, by the terms of this Part, notice is required to be given by TOWNSHIP to COMPANY, it may be given by delivering to an officer or employee of authority of COMPANY a paper writing thereof during the ordinary business hours at the principal office of COMPANY. Whenever COMPANY is required to give notice to TOWNSHIP, it shall do so by delivering a paper writing at the office of the Secretary of the TOWNSHIP or the Township Secretary during ordinary business hours. *[Ord. 4-78, 06/26/1978, §19, as amended by Ord. 101397, 10/13/1997, §7]*

§120. TOWNSHIP Held Harmless. The COMPANY will hold the TOWNSHIP harmless from any alleged violations of any utility franchise previously granted by TOWNSHIP. The granting of a franchise under this Part shall not be construed as any undertaking or guarantee of the efficiency of COMPANY or maintenance of the service of COMPANY. TOWNSHIP assumes no responsibility for the acts or omissions of COMPANY, other than to require compliance with this Part. *[Ord. 4-78, 06/26/1978, §120]*

§121. Extension of Service

- a. The provisions of this Part shall apply to all property currently in the Township and to any property annexed into the Township hereafter, following one (1) year from date of annexation.
- b.
 - i. Company shall make cable service available to all residents of the Township requesting service, provided that the Company will not be required to install cable solely at Company's expense in any area of the Township that has a population density of less than twenty (20) subscribers per mile.

- ii. The density requirement is calculated from the end of the existing cable plant and is measured along the exact path of cable construction required to provide service.
- c. However, Company shall provide service to any residence or other building so excluded by the foregoing limitation for charges as defined in the line extension policy set forth in subparagraph (d) below with said cost to be calculated on a pro rata basis where more than one residence is served. The Company shall not deny access to cable service to any group of residential subscribers because of the income level of the area in which the group resides.
 - d. i. Density of under 10 subscribers per mile (more than 500 feet per customer). \$.60 per foot with no footage allowance.**
 - ii. Density of 10 to 20 subscribers per mile (more than 264 feet, but less than 500 feet per customer). \$.40 per foot in excess of 264 feet per subscriber allowance.**
 - iii. Density of over 20 subscribers per mile – no excess construction charge.
 - iv. Trench and back fill by subscriber or developer to Company specs – overhead construction rates apply.
 - v. Trench or plow by Company.
 - vi. Density of under 120 subscribers per mile. \$2.30 per foot in excess of 44 feet per subscriber, see rock clause viii.
 - vii. Density over 120 subscribers per mile, no charge except see rock clause viii.
 - viii. In the case of soil conditions where Company cannot plow or trench, an outside contractor would be engaged with all charges to the subscribers.
 - ix. There is no re-calculation refund as subscribers are added.
 - x. Prices may be increased by a factor equivalent to rate of inflation, as calculated by the government’s quarterly figures. If the type of materials used changes significantly, (example: fiber optics, digital equipment, etc.) new prices, reflecting the additional costs, may be used. Any federal law regarding line extension charges will supersede these policies and prices.

[Ord. 4-78, 06/26/1978, §21, as amended by Ord. 110893A. 11/08/1993, §6]

§122. Acceptance of Franchise. This grant is made upon the express condition that COMPANY, within twenty (20) days after this Part takes effect and becomes operative, shall file with the Township Secretary a written acceptance of the same, and when this Part shall have been accepted by COMPANY, such Part acceptance shall constitute a contract between TOWNSHIP and COMPANY for all uses, services and purposes set forth in this Part; and COMPANY by its acceptance of the provisions of this Part binds itself to provide the necessary television antenna system to establish, operate and maintain the local television antenna system contemplated by this Part, continuing without substantial interruption except for causes beyond its control until the expiration of the term of this grant. In the event that COMPANY fails to file said acceptance within the time hereinbefore specified (unless extension of time is granted in writing by Board of Supervisors); this grant, together with any rights or liabilities arising out of the proposal heretofore made for furnishing of an adequate television antenna system for the benefit of said TOWNSHIP, and the acceptance of such proposal by TOWNSHIP, shall be of no effect and void. [Ord. 4-78, 06/26/1978, §22]

§123. Validity. If any Section, sub-section, sentence, clause, phrase or portion of this Part is for any reason held invalid or unconstitutional by any Court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not effect the validity of the remaining portions hereof. [Ord. 4-78, 06/26/1978, §23]

§124. COMPANY Costs. COMPANY shall pay to TOWNSHIP all reasonable costs to TOWNSHIP, including reasonable legal fees, advertising fees, administrative fees, and any and all other costs incurred by TOWNSHIP and shall forever hold TOWNSHIP harmless for claims and for said costs arising out of and relating to COMPANY'S application for cable TV. Franchise and TOWNSHIP'S review, drafting, and approval of same and any future expenses incurred by TOWNSHIP in any changes to this Part requested by COMPANY or mandated by law or administrative regulations. [Ord. 4-78, 06/26/1978, §24]

§125. Repeal and Discharge. All Ordinances or parts of Parts in conflict with the provisions of this Part are hereby repealed. Specifically, Clay Township Ordinance No. 7 of 1968, concerning the establishment and maintenance of a cable TV. Franchise between D&E Cable TV, Inc. as assigned to Blue Ridge Cable TV, is specifically repealed, and the Township is explicitly discharged by COMPANY and forever held harmless by COMPANY on any claims, liabilities, suits, etc., arising under that said Ordinance. (See Appendix B), [Ord. 4-78, 06/26/1978, §25]