

ORDINANCE NO. 77

**AN ORDINANCE OF THE TOWNSHIP OF HAYCOCK,
BUCKS COUNTY, PENNSYLVANIA RENEWING THE FRANCHISE TO
SERVICE ELECTRIC CABLE TV, INC., ITS SUCCESSORS AND ASSIGNS,
TO OWN, OPERATE AND MAINTAIN A CABLE TELEVISION SYSTEM
IN THE TOWNSHIP OF HAYCOCK, SETTING FORTH CONDITIONS
ACCOMPANYING THE GRANT OF SAID RENEWAL OF FRANCHISE
AND PROVIDING FOR THE REGULATION AND USE OF SAID SYSTEM
AND FOR THE PAYMENT OF CERTAIN FEES AND PROVIDING
PENALTIES FOR VIOLATION THEREOF**

WHEREAS, Ordinance No. 38-B, duly enacted on November 5, 1980 ("Franchise Ordinance"), the Board of Supervisors of Haycock Township ("Township") granted a franchise to Service Electric Cable TV, Inc., its successors and assigns ("Company") to own, operate and maintain a cable television system in the Township (the "Franchise"); and

WHEREAS, pursuant to the Franchise Ordinance, the term of the Franchise is fifteen (15) years and, therefore, it is due to expire on November 4, 1995; and

WHEREAS, Section 3 of the Franchise Ordinance provides that the Franchise may be renewed for reasonable terms on such additional terms and conditions as may be specified by the Township; and

WHEREAS, Township, by this enactment, has determined to renew the term of the Franchise for an additional period of fifteen (15) years subject to the conditions set forth herein;

NOW THEREFORE, BE IT ORDAINED AND ENACTED by the Board of Supervisors of Haycock Township, Bucks County, Pennsylvania, as follows:

1. **Renewal of Franchise.** Service Electric Cable TV, Inc. is hereby a non-exclusive franchise, renewing and extending the franchise previously granted for a period of fifteen (15) years from the date of this enactment ("Renewal Term") after which time it shall terminate unless renewed for an additional period or periods.

2. **Continuation of Previous Franchise Ordinance.** Except as modified hereby, or by such rules, regulations, ordinances or laws as may hereafter be lawfully enacted, the Franchise shall continue to be and remain subject to all of the terms and provisions of the Franchise Ordinance duly adopted on November 5, 1980.

3. **Franchise Fee.** During the Renewal Term, Company shall pay to the Township during each year of operation a franchise fee equal to three percent (3%) of the gross subscriber revenue received by the Company for basic and/or standard cable television services rendered to customers located within the Township. (Basic and/or standard cable television services shall be those services described by Company in offering circulars, cable TV sign-up cards, and similar materials published, from time to time, by the Company.

The Franchise Fee is payable for the period from November 1, 1995, through the date this Ordinance is adopted, and is payable during the entire Renewal Term. In the event the franchise is not renewed at the expiration of the Renewal Term (or any subsequent Renewal Term) and Service Electric Cable TV, Inc. continues to provide cable television services within the Township, Company shall continue to pay the Franchise Fee described herein until such time as a Renewal Franchise Ordinance is adopted or Company no longer provides such services in the Township.

The Franchise Fee may, from time to time, be revised in accordance with the terms and provisions of the Cable Television Consumer Protection and Competition Act of 1992 ("Act") as same may from time to time be amended and the Rules and Regulations of the Federal Communications Commission, provided, however, that in no event shall the Franchise Fee be less than three percent (3%) of the revenues derived from basic and/or standard television service.

4. **Standards of Service.**

a. The Company shall render efficient service, make repairs promptly, and interrupt service only for good cause and for the shortest time possible. Such interruptions, insofar as possible, shall be preceded by notice and shall occur during periods of minimum use of the system. Upon receipt of a complaint regarding the quality of service, equipment malfunctions, and similar matters, the Company shall promptly investigate such complaint as set forth below.

b. The Company shall provide a publicly listed telephone number which shall be operated so that complaints and requests for repairs may be received on a twenty-four (24) hour a day basis. The Company shall respond to service complaints within twenty-four (24) hours of its receipt.

c. A cable subscriber shall not be responsible for payment for cable television service for any period in excess of twenty-four (24) hours during which service was not provided; provided that the complaint has been documented prior to the onset of the twenty-four (24) hour period.

d. The Company shall meet with the Board of Supervisors or a duly appointed representative of the Board of Supervisors, upon reasonable notice, to discuss and resolve matters regarding the performance of Company's obligations hereunder and/or other matters of concern to the Township.

5. **Cable Television Services.** Company shall provide the basic, standard and premium cable TV services listed on Exhibit "A" attached hereto or comparable cable service.

6. **Legal Costs.** All expenses for legal services reasonably incurred by Township in connection with the grant of this Franchise, the adoption of this Ordinance, and proceedings held in connection therewith, shall be reimbursed to Township by Company.

7. **Compliance with Laws.** Company shall, throughout the period of the Renewal Term or any extension thereof, comply with the terms and provisions of the Cable Television Consumer Protection and Competition Act of 1992, or any successor to that Act, the Rules and Regulations of the Federal Communications Commission, and any other Statutes or Ordinances applicable to the activities of Company in the Township. In the event of a conflict between this Ordinance or Township Ordinance 38-B and such other Act, Rule, Regulation, Statute or Ordinance, the provisions of this Ordinance and Township Ordinance 38-B shall govern unless such other Act, Statute, Rule or Regulation specifically preempts regulation by Municipal Ordinance.

8. **Severability.**

a. If any section, subsection, sentence, clause, phrase or portion of this Ordinance 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 affect the validity of the remaining portions hereof.

b. Should any provision of this Franchise be inconsistent or at variance with any rule, regulation or policy, in whole in the part, of the Federal Communications Commission or any other agency having jurisdiction, such provision shall be invalid, but the remaining provisions hereof shall not be affected thereby.

Except as amended by this Ordinance, all other terms and provision of Ordinance 38-B duly adopted November 5, 1980 shall remain in full force and effect.

ORDAINED AND ENACTED into an Ordinance this 2nd day of
DECEMBER, 1996.

ATTEST:

TOWNSHIP OF HAYCOCK

Nancy M. Yodis
NANCY M. YODIS,
Township Secretary

BY:

Earl D. Winters
EARL D. WINTERS, Chairman

Kathleen M. Babb
KATHLEEN M. BABB

Michael A. Linnoc