

ORDINANCE NO. 12-2021-644

**BY THE BOARD OF COMMISSIONERS OF SALISBURY TOWNSHIP,
LEHIGH COUNTY, PENNSYLVANIA, AMENDING CHAPTER 13, PART
2, ENTITLED "CABLE TELEVISION FRANCHISE" AND GRANTING A
CABLE FRANCHISE SERVICE TO SERVICE ELECTRIC CABLE TV**

Cable Television Franchise

WHEREAS, on or about May 8, 1980, the Salisbury Township Board of Commissioners granted a cable franchise to Service Electric Cable TV, Inc. ("Operator" and/or "Franchisee") by Ordinance No. 221; and

WHEREAS, said cable franchise was last subsequently renewed December 22, 2011; and

WHEREAS, with the number of cable television service company mergers, purchases, name changes and related franchises, the Board of Commissioners hereby recognizes the need to enact an ordinance regarding the operation of a cable communication system, to provide for the payment of certain fees, to provide the regulation and use of said system, to provide for and grant franchises, and to provide for the penalties for the violations in the conduct or operation thereof; and

WHEREAS, the Township of Salisbury deems it advisable and in the best interest of its citizens to enact an Ordinance, pursuant to the authority of the First Class Township Code of the Commonwealth of Pennsylvania and the Communications Act of 1934, as amended, that prescribes the requirements of granting a franchise, the obligations of the cable service company granted the franchise, and to regulate the cable service company's operations of its cable communications business within the Township of Salisbury, and to renew the franchise granted to Operator.

NOW, THEREFORE, BE IT ORDAINED AND ENACTED, this 9th day of December, 2021, and it is hereby ordained and enacted by the Board of Commissioners of the Township of Salisbury, Lehigh County, Pennsylvania that the franchise granted to Operator shall be extended and Chapter 13, Part 2 entitled "Cable Television Franchise" of the Salisbury Township Code of Ordinances shall be amended in its entirety as follows to wit:

ARTICLE A. DEFINITIONS.

§201. Definitions.

The following terms used in this Part shall have the following meanings:

ACTIVATED CHANNELS – means those channels engineered at the headend of a cable system for the provision of services generally available to residential subscribers of the cable system, regardless of whether such services actually are provided, including any channel designated for public, educational, or governmental use;

AFFILIATE – any person who, directly or indirectly, owns or controls, is owned or controlled by, or is under common ownership or control with, the Franchisee;

BASIC CABLE SERVICE – any service tier which includes the retransmission of local television broadcast signals and public, educational and governmental (PEG) Channels required by this Franchise;

BROADCAST – over-the-air transmission by a radio or television station.

CABLE OPERATOR – Service Electric Cable Television, 2260 Avenue A, LVIP #1, Bethlehem, PA 18017 and/or any person or group of persons:

- (1) Who provide cable service over a cable system and, directly or indirectly through one (1) or more affiliates, owns a significant interest in such a cable system, or
- (2) Who otherwise controls or is responsible for, through any arrangement, the management and operation of such a cable system.

CABLE SYSTEM OR SYSTEM – the term "cable system" means a facility, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide cable service which includes video programming and which is provided to multiple subscribers within a community, but such term does not include

(A) a facility that serves only to retransmit the television signals of 1 or more television broadcast stations;

(B) a facility that serves subscribers without using any public right-of-way;

(C) a facility of a common carrier which is subject, in whole or in part, to the provisions of title II of this Act, except that such facility shall be considered a cable system (other than for purposes of section 621(c)) to the extent such facility is used in the transmission of video programming directly to subscribers, unless the extent of such use is solely to provide interactive on-demand services;

(D) an open video system that complies with section 653 of this title; or

(E) any facilities of any electric utility used solely for operating its electric utility systems;

CABLE SERVICE(S) – (A) the one-way transmission to subscribers of (i) video programming, or (ii) other programming service, and (B) subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service;

CABLE CHANNEL OR CHANNEL – a portion of the electromagnetic frequency spectrum which is used in a cable system and which is capable of delivering a television channel (as television channel is defined by the FCC by regulation);

COMMUNICATIONS ACT – the Communications Act of 1934, P.L. No. 416, Act of June 19, 1934, Ch. 652, 48 Stat. 1064 as amended, codified as Chapter 5 of Title 47 of the United States Code, 47 U.S.C. § 151 et seq.

COMMUNICATIONS ACT – the Communications Act of 1934, P.L. No. 416, Act of June 19, 1934, Ch. 652, 48 Stat. 1064 as amended, codified as Chapter 5 of Title 47 of the United States Code, 47 U.S.C. § 151 et seq.

COMMUNITY PROGRAMMING – programming produced locally or otherwise for distribution on any public, education or government access channel.

COMPETING DISTRIBUTORS – cable system Operators or other telecommunications service providers whose actual or proposed service areas overlap.

DROP – coaxial, fiber-optic or other cable that connects a home or building to the subscriber network.

FCC – the United States Federal Communications Commission or successor governmental entity

thereto.

FRANCHISING AUTHORITY – Salisbury Township, Lehigh County, Pennsylvania.

FRANCHISE – means an initial authorization, or renewal thereof (including a renewal of an authorization which has been granted subject to section 626 of the Cable Communications Act, issued by a franchising authority, whether such authorization is designated as a franchise, permit, license, resolution, contract, certificate, agreement, or otherwise, which authorizes the construction or operation of a cable system within the corporate limits of Salisbury Township, "the franchising authority."

FRANCHISEE – Service Electric Cable Television, 2260 Avenue A, LVIP #1, Bethlehem, PA 18017, an Operator, licensed and authorized by the franchising authority to occupy the public right-of-way for its operation of a cable communication system or cable system within the municipal boundaries of Salisbury Township.

FRANCHISE FEE – tax, fee, or assessment of any kind imposed by a franchising authority or other governmental entity on a cable Operator or cable subscriber, or both, solely because of their status as such;

(1) the term "franchise fee" does not include—

- (A) any tax, fee, or assessment of general applicability (including any such tax, fee, or assessment imposed on both utilities and cable Operators or their services but not including a tax, fee, or assessment which is unduly discriminatory against cable Operators or cable subscribers);
- (B) in the case of any franchise in effect on the date of the enactment of this Ordinance, payments which are required by the franchise to be made by the cable Operator during the term of such franchise for, or in support of the use of, public, educational, or governmental access facilities;
- (C) in the case of any franchise granted after such date of enactment, capital costs which are required by the franchise to be incurred by the cable Operator for public, educational, or governmental access facilities;
- (D) requirements or charges incidental to the awarding or enforcing of the franchise, including payments for bonds, security funds, letters of credit, insurance, indemnification, penalties, or liquidated damages; or
- (E) any fee imposed under title 17, United States Code.

(2) For any 12-month period, the fees paid by such person with respect to any such cable service or other communications service shall be five (5%) percent of such person's gross revenues derived in such period from the provision of such service over the cable system.

GRADE B CONTOUR - the field strength of a television broadcast station computed in accordance with regulations promulgated by the Commission;

GROSS REVENUES – Any and all revenue and compensation actually received by the Operator or its Affiliated Entities arising from the operation of its cable system within the Township, including, but not limited to, monthly fees received from subscribers for basic service, monthly fees received from subscribers for any optional video service; pay television and pay-per-view fees; FM service fees; premium service fees, monthly fees received from subscribers for tier of service other than basic cable service; installation, disconnection and converter rentals and sales. Gross revenues shall also include late fees and revenues from cable television guides. Gross revenues shall not include

advertising income, any bad debts, its converter deposits, refunds to subscribers by grantee or receipts from sales, use or franchise fees or taxes or any other tax or fee that grantee collects on behalf of Township or any other taxing authority, or income derived from the provision of any service not set forth in this definition. Gross revenues shall also include any telecommunications service and wireless service provided by grantee's cable system to subscribers or any other type of comparable service provided by grantee's cable system to subscribers only to the extent, however, that the grantee is required to pay a franchise fee under applicable law to Township for the provision of the said services. If competitors are provided similar services within the Township, grantee shall not be required to pay any greater rate to the Township than any competitor pays the Township for the provision of said services. (In the event that the FCC or an appropriate jurisdiction redefines, revises or broadens the definition of cable services as currently defined in the Federal law, then the Operator agrees that it shall include any such broader service revenue as part of its gross annual revenues payments to the Township of Salisbury including, but not limited to, internet access.)

INTERACTIVE ON-DEMAND SERVICES - a service providing video programming to subscribers over switched networks on an on-demand, point-to-point basis, but does not include services providing video programming prescheduled by the programming provider;

MULTICHANNEL VIDEO PROGRAMMING DISTRIBUTOR - a person such as, but not limited to, a cable Operator, a multichannel multipoint distribution service, a direct broadcast satellite service, or a television receive-only satellite program distributor, who makes available for purchase, by subscribers or customers, multiple channels of video programming;

OTHER PROGRAMMING SERVICE - information that a cable Operator makes available to all subscribers generally;

OUTLET – interior receptacle that connects a television set to the cable communications system.

PERSON - an individual, partnership, association, joint stock company, trust, corporation, or governmental entity;

PROGRAMMING – video or audio signal carried over the cable communications system.

PUBLIC, EDUCATIONAL, OR GOVERNMENTAL (PEG) ACCESS FACILITIES -

- (A) channel capacity designated for public, educational, or governmental use; and
- (B) facilities and equipment for the use of such channel capacity;

PUBLIC RIGHT-OF-WAY - The surface of and the space above and below, any public street, highway, freeway, bridge, land path, alley, court, boulevard, sidewalk, parkway, way, lane, public way, drive, circle or other public right-of-way including, but not limited to, public utility easements, dedicated utility strips, or rights-of-way dedicated for compatible uses and any temporary or permanent fixtures or improvements located thereon now or hereafter held by the Township in the service area which shall entitle the Township and grantee to the use thereof for the purpose of installing, operating, repairing and maintaining the cable system. "Public right-of-way" shall also mean any easement now or hereafter held by the Township within the service area for the purpose of public travel or for utility or public service use dedicated for compatible uses and shall include other easements or rights-of-way as shall within their proper use and meaning entitle the Township and grantee to the use thereof for the purposes of installing or transmitting grantee's cable service over poles, wires, cables, conductors, ducts, conduits, vaults, manholes, amplifiers, appliances, attachments and other property as may be ordinarily necessary and

pertinent to the cable system.

SERVICE TIER - a category of cable service provided by a cable Operator and for which a separate rate is charged by the cable Operator;

STATE- any State, or political subdivision, or agency thereof;

SUBSCRIBER – person or entity who contracts with the franchisee for, and lawfully receives, the video signals and cable services distributed by the cable system.

SUBSCRIBER NETWORK – trunk and feeder signal distribution network over which video, audio, text, digital and data signals are transmitted to or from subscriber.

SUBSIDIARY CORPORATION or AFFILIATED CORPORATION – corporations, other than Operator, in an unbroken horizontal or vertical chain of corporations connected to Operator, if, at the time of the execution of the franchise agreement, each of the corporations other than the last corporation in the unbroken chain or any parent or subsidiary corporation or affiliated corporation own stock comprising fifty (50) percent or more of the total combined voting power of all classes of stock in one (1) of the other corporations in such chain.

USABLE ACTIVATED CHANNELS - activated channels of a cable system, except those channels whose use for the distribution of broadcast signals would conflict with technical and safety regulations as determined by the FCC; and

USER – a person or entity who contracts with the franchisee for and lawfully distributes or receives video signals and cable communications system services distributed by the franchisee.

VIDEO PROGRAMMING - programming provided by, or generally considered comparable to programming provided by, a television broadcast station.

ARTICLE B. GRANT OF FRANCHISE.

§211. Grant of Franchise.

Pursuant to the authority of the First-Class Township Code of the Commonwealth of Pennsylvania and the Communications Act of 1934, as amended, Salisbury Township hereby grants a nonexclusive franchise to Operator, authorizing and permitting Operator to construct, operate and maintain, in Salisbury Township's public rights-of-way, a cable communications system within the corporate limits of Salisbury Township. Subject to the terms and conditions herein, Salisbury Township hereby grants to Operator the right to construct, upgrade, install, operate, extend and maintain a cable communications system, including such lines, cables, fiber optics, conductors, ducts, conduits, vaults, manholes, amplifiers, appliances, pedestals, attachments and other property and equipment as are necessary and appropriate to the operation of the cable communications system in, under, over, along, across and upon the streets, lanes, avenues, alleys, sidewalks, bridges, highways and other public places and rights-of-way under the jurisdiction of Salisbury Township with the municipal boundaries and subsequent additions thereto, including property over which Salisbury Township has a sufficient easement or right-of-way, for the purpose of reception, transmission, amplification, origination, distribution or redistribution of video, audio, text, data and other electronic signals and impulses.

§212. Term, Nonexclusivity.

The term of this nonexclusive agreement shall be for a period of ten (10) years and shall commence once a franchise is granted by the Township Board of Commissioners and shall terminate at midnight, ten (10) years thereafter. The period of the franchise granted will be noted in each franchise and renewal franchise ordinance.

§213. Pole and Conduit Attachment Rights.

Permission is hereby granted to Operator to attach or otherwise affix cables, wire or optical fibers comprising the cable communications system to the existing poles and conduits on and under public streets and ways; provided, Operator secures the permission and consent of the public utility companies to affix the cables and/or wires to their pole and conduit facilities. By virtue of this franchise, Salisbury Township grants Operator equal standing with power and telephone utilities in the matter of placement of facilities on public rights-of-ways.

§214. Police and Regulatory Powers.

Operator's rights under this franchise agreement are subject to the police powers of Salisbury Township to adopt and enforce general laws necessary for the safety and welfare of the public.

§215. Waiver of Rights.

No course of dealing between Operator and Salisbury Township, nor any delay on the part of Salisbury Township in exercising any rights hereunder, shall operate as a waiver of any such rights of Salisbury Township or acquiescence in the actions of Operator in contravention of such right, except to the extent expressly waived by Salisbury Township or expressly provided for in the Part; provided, however, Salisbury Township shall provide Operator with notice and an opportunity to cure any such violation within a reasonable period of time after actual knowledge of said violation.

ARTICLE C. SYSTEM SPECIFICATIONS AND CONSTRUCTION.

§221. Area to be Served.

1. Operator shall provide cable service to all persons requesting cable services within Salisbury Township and to any new service areas covered by the Operator.
2. Service shall be provided to every dwelling occupied by a person requesting cable service; provided, that Operator is able to obtain from the property owners any necessary easements and/or permits in accordance with §621(a)(2) of the Federal Cable Communications Act of 1984, as amended. Operator shall extend the cable system into all areas within Salisbury Township where there are a minimum of thirty-five (35) dwelling units or lots approved and authorized for dwelling units per aerial strand mile of cable and sixty (60) dwelling units or lots approved and authorized for dwelling units per underground mile of cable, calculated from the end of the nearest trunk line. Operator shall use its best efforts to commence said extensions within six (6) months of notification to Operator by Salisbury Township that an area has met the minimum density standard set forth herein. Operator's obligation hereunder shall be subject to the timely performance of walk-out, make ready and location of underground utilities by the telephone and electric utility companies.
3. Installation costs shall conform with the 1992 Cable Consumer Protection Act as amended and regulations thereunder. Any dwelling unit within one hundred fifty (150) feet aerial or one hundred

twenty-five (125) feet underground of the cable plant shall be entitled to a standard installation rate.

4. Provided, Operator has at least forty-five (45) days prior notice concerning the opening of residential subdivision trenching, or of the installation of conduit for the location of utilities, it shall install its cable in such trenching or conduits or may seek permission to utilize alternative trenching or conduits within a comparable time frame. If a substantial quantity of cable is required for a large subdivision and said quantity is not in stock, Operator shall be allowed additional time for said installation. The developer, or its designee, shall exercise reasonable efforts to give timely notice of trenching and underground construction to the Operators that have been granted a franchise, to have access to run their cable wire underground and comply with the Township's Planning Code requirements of notification.

§222. Subscriber Network.

Franchisee shall design, construct and maintain a Cable System covering the Township that utilizes fiber optic backbone connections from headend to hubs, hubs to hubs, and hubs to nodes. This Cable System shall be built for digital television standards.

§223. Subscriber Network Cable Drops.

(a) Franchisee shall, at no charge to the Township, provide the following services to all present and future public facilities in Franchisee's service area including, but not limited to, the Township Municipal Building, police stations, fire companies, ambulance services, public works buildings, municipal authorities, recreational facilities, community centers, senior citizens centers, all public and private school buildings and public libraries.

(b) Upon the request of the Township, Franchisee shall provide one (1) cable drop, outlet and Basic and Expanded Basic Services (or equivalent) package to each building identified in Exhibit "A". No charge shall be made for standard installation or service which is within a one hundred twenty-five foot (125 ft) distance of the Cable System and Franchisee may charge for installation and service for more than one (1) drop in each building.

§224. Rebuild (Construction) Schedule.

1. No poles, cables, equipment or wires for the construction, maintenance, expansion, renovations, rebuild and operation of a cable system shall be installed, or the installation thereof commenced, on any existing pole, or otherwise, within the Township until the proposed location, specifications and manner of installation of such cables, equipment and wires shall have been set forth upon a plot or map showing the existing poles, streets, right-of-ways or easements within the Township where such installations are proposed, with related schedule, and submitted in writing, by any person desiring to operate a cable system, to the Board of Commissioners and approved by the Board of Commissioners, in writing.
2. Where telephone and electric utilities are both underground, Operator shall place its cables underground.
3. Construction shall be in compliance with all Township ordinances related to construction, including the Uniform Construction Code [Chapter 5] as well as the National Electrical Code and Bell Atlantic Blue Book.

§225. Parental Control Capability.

1. Upon request, and at no separate, additional charge, Operator shall provide subscribers with the capability to control the reception of any video or audio channel on the cable communications system with the use of a set top converter or other suitable equipment.
2. Salisbury Township acknowledges that the parental control capability may be part of a converter box and Operator may charge subscriber for use of said box.

ARTICLE D. SYSTEM DESIGN, OPERATION AND MAINTENANCE.

§231. Cable System.

Operator shall upgrade and maintain a cable communications system built for carriage of digital television signals.

§232. System Specifications.

Franchisee shall design, construct and maintain a Cable System covering the Township that utilizes fiber optic backbone connections from headend to hubs, hubs to hubs, and hubs to nodes. This Cable System shall be built for digital television standards.

§233. State-Of-The-Art.

1. Franchisee and the Township acknowledge that the technology of Cable Systems is an evolving field. Franchisee's Cable System in the Township shall be capable of offering Cable Services that are comparable to other Cable Systems owned or managed by Franchisee or its Affiliated Entities in the Commonwealth of Pennsylvania ("Comparable Systems") pursuant to the terms of this Section. The Township may send a written notice to Franchisee, not to exceed one request every two (2)

years, requesting information on Cable Services offered by such Comparable Systems. Within sixty (60) days of receiving such request, Franchisee shall provide the Township with information on any Cable Services that are offered in any of the Comparable Systems but not being offered in the Township, the percentage of total Subscribers in such Comparable Systems to whom such Cable Services are available, and when Franchisee anticipates making such Cable Services available in the Township.

2. If the identified Cable Services are being offered by Franchisee and/or its Affiliated Entities to at least twenty-five percent (25%) of the total Subscribers in the Comparable Systems, then the Township may require that Franchisee make such Cable Services available in the Township. Should the Township determine that Franchisee shall commence provision of such Cable Services, then the Township and Franchisee shall enter into good faith discussions to negotiate a schedule for deployment of such Cable Services. The discussions shall take into consideration the benefits from the provision of such Cable Services, the cost of implementing them in the Township, and the impact, if any, on Subscriber rates.

§234. Technical Requirement.

1. Franchisee shall operate, maintain, construct and extend the Cable System so as to provide high quality signals and reliable delivery of one-way and two-way Cable Services for all programming services throughout all parts of the Township where Franchisee's Cable System exists. The Cable

System shall meet or exceed any and all technical performance standards of the FCC, the National Electrical Safety Code, the National Electric Code and any other applicable federal laws and the law, ordinances and construction standards of the Commonwealth of Pennsylvania and the Township.

2. The Cable System shall provide signals that are reasonably free from co-channel interference. Should the Township provide written notice to Franchisee that it has received a historical record of complaints of co-channel interference from Subscribers, then Franchisee shall take reasonable and necessary actions to remove such co-channel interference.
3. Stand-by power at the headend(s) shall be provided for a minimum of eight (8) hours in the event of an outage. The power supplies serving the nodes and distribution shall be capable of providing power for not less than six (6) hours in the event of an electrical outage. Stand-by power must activate automatically upon the failure of commercial utility power.

§235. System Maintenance.

1. In installing, operating and maintaining its equipment, cable and wires, Operator shall avoid damage and injury to trees, structures and improvements in an along the routes authorized by Salisbury Township, except as may otherwise be approved by Salisbury Township, if required for the proper installation, operation and maintenance of such equipment, cable and wires.
2. The construction, maintenance and operation of the cable communications system under this Part shall be done in accordance with all applicable laws.
3. Operations and maintenance personnel shall be thoroughly trained in the use of all safety equipment and the safe operation of vehicles and equipment. All areas of the cable communications system shall be routinely inspected and maintained so that conditions that could develop into safety hazards for the public and/or operations and maintenance personnel can be corrected before a hazardous condition arises.

Operator shall install and maintain its wire, cable, fixtures and other equipment in such a manner as shall not interfere with any installations of Salisbury Township or any public utility serving Salisbury Township.

4. All structures and all lines, equipment and connections in, over, under and upon streets, sidewalks, alleys and public and private ways and places of Salisbury Township, wherever situated or located, shall at all times be kept and maintained in a safe and suitable condition and in good order and repair.
5. The signal of any broadcast television or radio station carried on the cable communications system shall be carried without material degradation in quality at all subscribing locations within the limits imposed by the technical specifications of the cable system and as required by the FCC. The cable system shall be operated and maintained in compliance with the technical standards as set forth in the FCC's rules and regulations applicable to cable television systems.
6. Upon written notice from Salisbury Township, Operator shall remedy a general deficiency with respect to the technical standards described herein within three (3) months of receipt of notice and a safety deficiency within forty-eight (48) hours of receipt of notice and shall notify Salisbury Township when the deficiency has been corrected.

§236. System Monitoring.

Within sixty (60) days of completing any construction, and otherwise on an annual basis, Franchisee shall conduct signal monitoring and system performance tests in accordance with the regulations of the FCC. Such capability shall enable Franchisee to monitor the signal quality of all channels delivered on the Cable System.

§237. Permits.

Franchisee shall apply to the Township for all required permits and shall not undertake any activities in the public rights-of-way subject to a permit without receipt of such permit, issuance of which shall not be unreasonably withheld by the Township. Franchisee shall pay a franchise fee pursuant to Section 2 above and not be required to pay any permit fees.

§238. Repairs and Restoration.

1. Whenever Franchisee or any agent, including any subcontractor, takes up or disturbs any pavement, sidewalk or other improvement of any public or private way or place within Township, the same shall be replaced and the surface restored in as good condition as before the disturbance within ten (10) business days of the completion of the disturbance. Upon failure of Franchisee to comply within the time specified, the Township may cause proper restoration and repairs to be made and the expense of such work shall be paid by Franchisee upon demand by the Township along with any monetary fines applied by the Township.
Whenever Franchisee or any agent, including any subcontractor, shall install, operate or maintain equipment, cable, or wires, it shall avoid damage and injury to property, including structures, improvements and trees in and along the routes authorized by the Township, except as may be approved by the Township if required for the proper installation, operation and maintenance of such equipment, cable, or wires. Franchisee shall promptly repair and restore any private property that is damaged as a result of construction, installation, repair or maintenance of the Cable System within ten (10) business days.
3. Franchisee's operating, construction, repair and maintenance personnel, including all agents and subcontractors, shall be trained in the use of all equipment and the safe operation of vehicles. Franchisee's operating, construction, repair and maintenance personnel shall follow all safety procedures required by all applicable federal, state and local laws and regulations. All areas of the Cable System shall be routinely inspected and maintained so that conditions that could develop into safety hazards for the public and/or operating and maintenance personnel may be corrected before they become a hazard. Franchisee shall install and maintain its wires, cables, fixtures, and other equipment in such a manner as shall not interfere with any installations of the Township or any public utility serving the Township.
4. Whenever Franchisee or any agent, including any subcontractor, shall disturb any pavement, sidewalk or other public property in order to perform any underground activity, it shall utilize the Pennsylvania One Call System prior to any such disturbance. It shall notify the Pennsylvania One Call System no less than three (3) and no more than ten (10) working days in advance of any such disturbance and adhere to any additional requirements which the Commonwealth may establish in the future. Franchisee shall also adhere to all requirements of the Pennsylvania Underground Utility Line Protection Act.
5. All structures and all lines, equipment and connections in, over, under, and upon streets, sidewalks, alleys, and public and private ways and places of the Township, wherever situated or located, shall at all times be kept and maintained in a safe and suitable condition and in good order and repair.

Franchisee shall not keep or maintain disconnected or loose cables, lines, or wires on utility poles or anywhere else in the public rights-of-way.

§239. Tree Trimming.

1. Operator shall have authority to trim trees upon and overhanging public streets, alleys, sidewalks and ways and places in Township in order to prevent the branches of such trees from coming in contact with the wires, cables and equipment of Operator, in accordance with applicable State law and any Salisbury Township ordinances, regulations or standards.
2. Franchisee, or its agents, including subcontractors, shall have the authority to trim trees upon and overhanging public streets, alleys, sidewalks and the public rights-of-way so as to prevent the branches of such trees from coming in contact with the wires, cables or other equipment of Franchisee in accordance with applicable laws and regulations. Franchisee shall reasonably compensate the Township or other property owner for any damages caused by such tree trimming or removal. If Franchisee or its agents, including subcontractors, wish to cut down and remove any tree or trees as may be necessary for the installation and maintenance of its plant and/or equipment, it shall apply to Township Council for permission and, if permission is granted, shall perform such cutting and removal in accordance with accepted arboreal standards and with the regulations of the Township. Franchisee shall notify adjacent property owners at least seven (7) days prior to any tree removal.

§240. Strand Maps.

Operator shall provide to Salisbury Township for Salisbury Township's exclusive use and shall maintain at its local offices a complete set of as-built strand maps of Salisbury Township on which will be shown those areas in which its facilities exist, the location of all streets and the location of all residences. The maps shall use GPS system points and shall be compatible with and usable by the Township's system currently in use in Salisbury Township. Updated maps shall be delivered to Salisbury Township within sixty (60) days of any change.

§241. Building Moves.

In accordance with applicable laws, Operator shall, at its expense, upon the request of any person holding a building or moving permit issued by Salisbury Township, temporarily raise or lower its wires to permit the moving of the building(s). Operator shall be given not less than thirty (30) days advance notice to arrange for such temporary wire changes.

§242. "One Call" System.

Operator shall comply with all applicable "one call" system requirements.

§243. Disconnection and Relocation.

1. Operator shall, at its sole cost and expense, protect, support, temporarily disconnect, relocate in the same street or other public way and place or remove from any street or any other public ways and places any of its property as required by Township or its designee by reason of traffic conditions, public safety, street vacation, street construction, change or establishment of street grade, installation of sewers, drains, water pipes or the construction of any public improvement or structure by any authorized Salisbury Township department acting in a governmental capacity or improvements being made by any authorized public agencies.
2. In requiring Operator to protect, support, temporarily disconnect, relocate or remove any portion of

its property Salisbury Township shall treat Operator the same as, and require no more of Operator than, any other similarly situated utility.

§244. Emergency Removal of Plant.

If at any time, in case of fire or disaster in Township, it shall be necessary in the reasonable judgment of Township to cut or move any of the wires, cable or equipment of the cable communication system, all Salisbury Township departments, including, but not limited to, the Township's public works and police departments and any volunteer fire and emergency personnel shall have the right to do so without cost or liability; provided, however, that wherever reasonably possible, Township shall provide Operator with advanced notice and the ability to relocate wires, cable or other equipment.

ARTICLE E. PROGRAMMING.

§251. Basic Broadcast Service.

Operator shall make available a basic broadcast service tier to which subscription may be required for access to any other tier of service. Such basic tier shall, at a minimum, consist of:

- A. All broadcast television signals carried in fulfillment of the requirements of §614 of the Cable Act of 1992.
- B. All active public, educational and governmental access channel(s).

§252. Signal Transmission.

Operator shall not scramble or otherwise encode, for the entire term of this franchise, any of the basic broadcast services described in §241 herein and in accordance with Federal law, unless Operator provided suitable means to descramble or decode said services.

§253. Continuity of Service.

Except where there exists an emergency situation necessitating a more expeditious procedure, Operator shall use reasonable efforts to interrupt service for the purpose of cable communications system construction, routine repairing or testing the cable system only during periods of minimum use. When necessary, service interruptions can be anticipated, Operator shall notify subscribers in advance by way of message on the community channel community bulletin board.

§254. Converter Box, Remote Controls.

Upon availability when Operator has active two-way cable plant, Operator shall make available for lease, and when mandated by law shall make available for purchase, two-way capable converter boxes to those subscribers purchasing interactive services. Operator shall allow subscribers to purchase remote control devices which are compatible with the converter installed by Operator and allow use of remotes at no additional charge from that of the converter charge.

§255. Stereo TV Transmissions.

All television signals within reason that are transmitted to Operator's headend in stereo shall be transmitted in stereo to subscribers as is economically feasible.

§256. Community Programming.

1. Upon completion of the upgrade of the cable communications system, Operator shall provide a public, educational and governmental ("PEG") access channel for use by Salisbury Township to broadcast locally produced PEG programming. This PEG access channel shall only be used for noncommercial purposes.
2. The Operator will cablecast appropriate PEG programming provided by Salisbury Township with twenty-four (24) hours notice on a designated channel on the broadcast basic line up. Programming will be cablecast on the Operator's channel designated no later than twenty-four (24) to thirty-six (36) hours after receiving fully prepared cablecast video tape. If the Operator needs the above channel range to be expanded, the Operator will submit the request and reasons, in writing, to Salisbury Township for consideration. (When Salisbury Township provides locally produced PEG programming to fill eighty (80) percent of a channel the Operator will work with the Township to provide a full-time channel.)

ARTICLE F. Customer Service and Consumer Protection.

§261. Customer Service.

1. Operator shall provide and maintain a toll-free twenty-four (24) hour answering line which subscribers may call without incurring added message units or toll charges so that prompt maintenance and service is available. At the time of initial subscription, Operator shall give each new subscribing household a notice of billing practices and dispute procedures, which notice shall include Operator's telephone number.
2. Upon reasonable notice, Operator shall expeditiously investigate and resolve complaints regarding the quality of service, equipment malfunctions and similar matters. Operator shall also maintain records of all reported complaints and action taken to respond to such complaints and shall make such records available to Salisbury Township, or its designee, for inspection upon request, but shall also comply with subscriber's privacy rights in accordance with Federal law.
3. Operator shall respond to all service calls within twenty-four (24) hours and correct malfunctions as promptly as possible. A serious malfunction will be serviced as soon as possible after its discovery. For these purposes, Operator shall maintain a competent staff of employees sufficient to provide adequate and prompt service to its subscribers.
4. Operator shall comply with all customer service regulations of the FCC (47 CFR §76) or such regulations as may be promulgated by Salisbury Township.

§262. Consumer Complaint Procedures.

Operator shall establish a procedure for resolution of complaints by subscribers. Upon reasonable notice, Operator shall expeditiously investigate and resolve all complaints regarding the quality of service, equipment malfunctions and similar matters. In the event that a subscriber is aggrieved, Salisbury Township shall be responsible for receiving and acting upon subscriber complaints and/or inquiries, as follows:

- A. Upon request of Salisbury Township, Operator shall, within ten (10) days after receiving a complaint and/or inquiries, send a written report to Salisbury Township with respect to any complaint. Such report shall provide a full explanation of the investigation, finding and

corrective steps taken by Operator.

- B. In the event that a subscriber's complaint is unresolved after following the procedures in subsection (A) above, then, the subscriber shall be entitled to file his or her complaint with Salisbury Township, or its designee, and in its capacity as the franchising authority, Salisbury Township shall oversee the complaint to its resolution. The subscriber shall thereafter meet jointly with Salisbury Township, or its designee, and a representative of Operator within thirty (30) days of the subscriber's filing of his or her complaint, in order to fully discuss and resolve such matter. Operator shall notify each new subscriber, at the time of initial subscription to cable service, of the procedures for reporting and resolving all such complaints.
- C. Notwithstanding the foregoing, if Salisbury Township, or its designee, determines it to be in the public interest, Salisbury Township, or its designee, may upon reasonable notice to Operator investigate any multiple complaints or disputes brought by subscribers arising from the operations of the franchise.
- D. In the event that Salisbury Township, or its designee, documents a pattern of multiple, unresolved complaints Salisbury Township, or its designee, shall suggest appropriate

amendments to Operator's procedures for the resolution of complaints, which Operator shall not unreasonably refuse to incorporate into this Part.

§263. Business Practice Standards.

Operator shall provide Salisbury Township, and all of its subscribers, with the following information:

- A. Notification of its billing practices.
- B. Notification of services, rates and charges.
- C. Equipment notification.
- D. Form of bills.
- E. Advance billing, issuance of bills.
- F. Billing due dates, delinquency, late charge and termination of service.
- G. Charges for downgrading of services.
- H. Billing disputes.
- I. Service interruptions.

§264. Subscriber's Antennas, Switching Devices.

Operator shall not remove any television antenna of any subscriber but shall, at Operator's actual cost, plus reasonable rate of return, offer an adequate switching device to allow the subscriber to choose between cable communications system services and noncable reception.

§265. Channel Transpositions.

Whenever Operator transposes any television signal from the channel on which it was originally broadcast so that it is received on a different channel on the receiving sets of subscribers, Operator shall, at least thirty (30) days prior to such transposition, notify its subscribers, in writing, of such transposition and provide them with a reference card indicating the fact of such transposition.

§266. Service Interruptions.

In the event that Operator's service to any subscriber is completely interrupted for twenty-four (24) or more consecutive hours, it will grant such subscriber a pro rata credit or rebate, on a daily basis, of that portion of the service charge during the next consecutive billing cycle, or at its option, apply such credit to any outstanding balance then currently due. In the instance of other individual subscriber service interruptions, credits shall be applied as described above after due notice to Operator from the subscriber.

§267. Protection of Subscriber Privacy.

1. Operator shall respect the rights of privacy of every subscriber and/or user of the cable communications system and shall not violate such rights through the use of any device or signal associated with the cable system and as hereafter provided.
2. Operator shall comply with all privacy provisions contained in this Section and all other applicable Federal and State laws including, but not limited to, the provisions of §631 of the Cable Act, as amended.
3. Operator shall be responsible for carrying out and enforcing the cable communications system's privacy policy and shall at all times maintain adequate physical, technical and administrative security safeguards to ensure that personal subscriber information is handled and protected strictly in accordance with this policy and all governing laws and regulations.
4. Operator shall notify all third parties who offer cable services in conjunction with Operator, or independently over the cable system, of the subscriber privacy requirements contained in this Section.
5. Operator shall allow Salisbury Township to receive any requested historical data on a complaint, if there is written authorization by the subscriber complainant for any complaint being negotiated.
6. Prior to the commencement of cable service to a new subscriber, and annually thereafter to all cable communications system subscribers, Operator shall provide subscribers with a written document which clearly and conspicuously explains Operator's practices regarding the collection, retention, use and dissemination of personal subscriber information and describing Operator's policy for the protection of subscriber privacy.
7. Neither Operator, nor its designee, nor Salisbury Township, nor its designee shall tap, monitor, arrange for the tapping or monitoring, or permit any person to tap or monitor any cable, line, signal, input device or subscriber outlet or receiver for any purpose without the prior written authorization of the affected subscriber or user, unless directed by an appropriate law enforcement officer; provided, however, that upon request by the franchising authority, Operator may conduct system-wide or individually addressed "sweeps" solely for the purpose of verifying system integrity, checking for illegal taps, controlling return-path transmission, billing for pay services or

monitoring channel usage in a manner not inconsistent with the Cable Act. Operator shall report to the affected parties any instances of monitoring or tapping of the cable communications system, or any part thereof, of which it has knowledge, whether or not such activity has been authorized by Operator. Operator shall not record or retain any information transmitted between a subscriber or user and any third party, except as required for lawful business purposes.

8. No poll or other upstream response of a subscriber or user shall be conducted or obtained, unless:
 - A. The program of which the upstream response as a part contains an explicit disclosure of the nature, purpose and prospective use of the results of the poll or upstream response, including responses to or orders to home shopping or similar programming services.
 - B. The program has an informational, entertainment or educational function which is self-evident. Operator or its designee shall release the results of upstream responses only in the aggregate and without individual references.
9. Except as permitted by §631 of the Cable Act, as amended neither Operator nor its designee, nor its employees shall make available to any third party, including Salisbury Township, information concerning the viewing habits or subscription package decisions of any individual subscriber. If a court authorizes such disclosure, Operator shall notify the subscriber not less than fourteen (14) calendar days prior to disclosure, unless such notification is otherwise prohibited by applicable law or the court
10. Upon a request by a subscriber, Operator shall make available for inspection by a subscriber at a reasonable time and place all personal subscriber information that Operator maintains regarding said subscriber. Operator shall ensure that all information related to billing and service requests is accurate and up to date and shall promptly correct any errors upon discovery.
11. Salisbury Township and Operator shall periodically review this Section to determine that it effectively addresses appropriate concerns about privacy.
12. Operator shall prohibit use of its system in Salisbury Township for neighborhood market targeting.

§268. Damaged or Lost Equipment.

In the event that a subscriber is unable to provide documentation to substantiate that a converter was stolen or destroyed by fire, Operator shall be entitled to assess a replacement cost for a missing converter. In the event that a subscriber supplies Operator with a police or fire report which evidences that the loss of a converter resulted from theft or fire, Operator shall waive any charges.

§269. Installations and Service Calls

1. Franchisee shall maintain a competent staff of trained employees sufficient to provide adequate and prompt service to its Subscribers. Any Franchisee employee or agent, including any subcontractor, who personally visits any residential dwelling shall display a photo identification badge. Any vehicle used for installation, operation or maintenance activities by any Franchisee employee or agent, including any subcontractor, shall prominently display the Franchisee's name and/or logo.
2. Under normal operating conditions, standard installations will be performed within seven (7)

business days after an order has been placed. "Standard" installations are those aerial installations that are located up to one hundred twenty-five (125) feet from the existing distribution system.

3. Excluding conditions beyond its control, Franchisee shall begin working, on a Service Interruption promptly and in no event later than twenty-four (24) hours after the interruption becomes known and shall diligently pursue to completion. Notice of a Service Interruption of a single Subscriber shall give rise to this obligation on behalf of Franchisee. All other service calls not affecting public health, safety or welfare shall occur within a maximum of forty-eight (48) hours after notice to Franchisee or scheduled at the convenience of the customer and shall be diligently pursued to completion.
4. Upon scheduling of appointments with the customer for installations, service calls and other activities, Franchisee shall provide the customer with either a specific time or an "appointment window" of a maximum of four (4) hours during Normal Business Hours. Franchisee may schedule service calls and installation activities outside of Normal Business Hours for the express convenience of the customer. This "appointment window" may be expanded to an "all day window", but only if desired by the subscriber and that such "all day window" appointment would afford subscriber sooner than seven (7) day appointment.
5. Franchisee may not cancel an appointment with a customer after the close of business on the business day prior to the scheduled appointment. If, at any time, an installer or technician is running late, an attempt to contact the customer must be made prior to the time of the appointment. If the appointment must be rescheduled, it must be done so at a time that is convenient for the customer.

§270. Billing

1. Bills shall be clear, concise and understandable. Bills must be fully itemized, with itemizations including, but not limited to, Basic Service Tier, Cable Programming Services Tier and Premium tier service charges, if applicable, equipment charges and any installation or repair charges. Bills shall state the billing period, including an effective due date, the amount of current billing and any relevant credits or past due balances.
2. Franchisee shall not assess late fees for non-payment of a current bill until at least thirty (30) days have elapsed since the mailing of the bill by Franchisee.

§271. Payment Center.

Subject to the reasonable availability of a third-party service center, Operator shall maintain a full-time payment center in a convenient location for the purpose of accepting payments and distributing, receiving and exchanging converter boxes.

ARTICLE G. Rates and Charges.

§272. Rates and Charges.

1. Any changes in prices will be in conformance with the Federal law, the rules and regulations of the FCC and any currently or hereinafter applicable Federal and/or State laws and regulations. A copy of such changes to the price schedule shall be provided to the Township no less than thirty (30) days before the price changes go into effect.

2. Salisbury Township acknowledges that under the 1992 Cable Television Consumer Protection and Competition Act, certain costs of public, educational and governmental ("PEG") access and other franchise requirements may be passed through to the subscriber in accordance with Federal law.
3. Operator may require a deposit or refuse service for a bona fide credit reason which relates to the subscriber's overdue or delinquent account with Operator for theft of service. Operator requires that the account of any subscriber requesting work be current before such work is performed.
4. A written schedule of all rates shall be available upon request during business hours at Operator's business office. Nothing in this Part shall be construed to prohibit the reduction or waiver of charges in conjunction with promotional campaigns for the purpose of attracting or retaining subscribers.

ARTICLE H. Regulatory Oversight.

§273. Indemnification.

1. By its acceptance of this franchise, Operator and its successors and assigns, including any trustee in bankruptcy, specifically agrees that it shall defend and indemnify the Township, its officers, employees, agents, boards, Board of Commissioners and commissions, acting in their official Township capacity and hold them harmless at all times during the term of this franchise, and any renewal thereafter, from any and all manner of actions and causes of action, suits, debts, amounts, judgments, damages, penalties or costs that may arise or claims and demands whatsoever, whether in law or in equity including, but not limited to, any claims for injury and damage to persons or property, both real and personal, copyright infringement, defamation, antitrust, errors and omissions, theft, fire and all other damages arising out of Operator's exercise of this franchise, whether or not any act or omission complained of is authorized, allowed or prohibited from this franchise; such indemnification shall include, but not be limited to, reasonable attorney's fees and costs, due to the granting of the franchise to Operator, or any activities engaged in by Operator, its officers, employees or agents, or caused by or in any manner connected with the conduct or operation of its activities under this Ordinance or with the construction, installation, operation or maintenance of any structure, equipment, wire or cable authorized to be installed pursuant to this Ordinance; excluding any activities that are the result of negligence or deliberate acts or omissions of the Township, its officers, employees, agents, boards or commissions. Upon receipt of notice, in writing, from Salisbury Township, Operator shall, at its own expense, defend any action or proceeding against Salisbury Township in which it is claimed that damage including, but not limited to, personal injury or property damage was caused by activities of Operator, its employees and/or agents, in the construction, installation, operation or maintenance of its cable communications system.
2. By its acceptance of this franchise, Operator specifically agrees that it shall pay all judgments or settlements due to damages and/or penalties for which it is liable. In this connection, Operator at its sole expense will provide the defense of any claims brought against the Township in connection with this franchise by selecting counsel acceptable to Operator in its sole discretion to defend the claim; however, Township reserves the right at its own expense to select and retain counsel of its choice to defend any claim against the Township or assist in the defense of such claims, demands, actions, suits, proceedings, damages or liability before Operator shall be required to undertake the defense and to indemnify the Township. Operator shall have the right to defend, settle or compromise any claim or action arising hereunder. Expense of investigation, counsel selected by Operator and the amount of any settlement of any claim or suit approved by Operator will be paid by Operator and Operator shall have the sole authority to decide the appropriateness and the

amount of any such settlement.

§274. Insurance.

1. By its acceptance of this franchise, grantee specifically agrees that it will maintain, insurance throughout the term of this franchise and any renewal period, naming Salisbury Township as an additional insured, with an insurance company authorized to conduct business in Pennsylvania with a rating by Best of not less than "A," and satisfactory to Salisbury Township indemnifying Salisbury Township and insuring Operator from and against any and all claims for injury or damage to persons or property, both real and personal, caused by the construction, installation, operation, maintenance or removal of its cable system. The amount of such insurance against liability for damage to property shall be no less than one million dollars (\$1,000,000.00) as to any one (1) occurrence. The amount of such insurance for liability for injury or death to any person shall be no less than one million dollars (\$1,000,000.00). The amount of such insurance for excess liability shall be five million dollars (\$5,000,000.00) in umbrella form. The policy shall contain a provision that Salisbury Township will receive thirty (30) days written notice prior to any policy modification regarding coverages or policy cancellation. Within 60 days after receipt by the Township of said notice, and in no event later than 30 days prior to said cancellation, the grantee shall obtain and furnish to the Township replacement insurance policies in a form reasonably acceptable to the Township.
2. Operator shall carry insurance, with Salisbury Township named as an additional insured, against all claims arising out of the operation of motor vehicles and general tort or contract liability in the amount of one million dollars (\$1,000,000.00). The policy will contain a provision that Salisbury Township will receive thirty (30) days written notice prior to any policy modification regarding coverages or policy cancellation. Within 60 days after receipt by the Township of said notice, and in no event later than 30 days prior to said cancellation, the grantee shall obtain and furnish to the Township replacement insurance policies in a form reasonably acceptable to the Township.
3. All insurance coverage, including Workers' Compensation shall be maintained in the required statutory amount throughout the period of this Part and any renewal terms. All expenses incurred for said insurance shall be at the sole expense of Operator. The policy will contain a provision that Salisbury Township will receive thirty (30) days written notice prior to any policy modification regarding coverages or policy cancellation.
4. Each such liability insurance policy shall contain the following endorsements: "It is hereby understood and agreed that this policy must not be canceled nor the intention not to renew be stated until 60 days after receipt by the Township, by certified mail, of a written notice of such intent to cancel or not to renew." Operator shall provide Salisbury Township with certificate(s) of insurance for all policies required herein on an annual basis.

§275. Franchise Fees.

1. During the term of the franchise, the franchise fee payable to Salisbury Township shall be **five (5)** percent of total gross revenues or such higher amount as may be allowed by law and adopted by the Township Commissioners of Salisbury Township. The fee shall be paid quarterly, each such quarterly payment installment due on or before forty-five (45) days following the close of any calendar year quarter, i.e., May 15th for the first quarter, August 15th for the second quarter, November 15th for the third quarter, and February 15th for the fourth quarter. Remittance of the franchise fee shall be accompanied by a list of services included in the total gross revenues calculation

and shall be verified by the chief financial officer of Operator under penalty of unsworn falsification to authorities.

2. Salisbury Township may at its discretion, after holding a public hearing, direct Operator to pay a franchise fee exceeding five (5) percent of Operator's total local gross revenues, not to exceed the percent allowed by Federal law or in the event that Federal law is amended to authorize a higher franchise fee.
3. All franchise fee payments by Operator to Salisbury Township, pursuant to this Ordinance, shall be made payable to Salisbury Township and delivered to the Township Manager.
4. Consistent with the requirements of federal law, in the event Operator institutes a uniformed standard rate for services, regardless of a municipality's franchise fee, Salisbury Township reserves the right to authorize a higher franchise fee, at Salisbury Township's sole discretion, after holding a public hearing and direct the Operator to pay a franchise fee exceeding the five (5) percent of the Operator's total gross revenues.

§276. Reports.

A. QUARTERLY FRANCHISE FEE REPORT

1. Franchisee shall accompany each quarterly franchise fee payment with a written report containing an accurate statement of Franchisee's Gross Revenues received for the quarter in connection with the operation of Franchisee's Cable System and a brief statement showing the basis for computation of fees. The statement shall contain a line item for every source of revenue received and the amount of revenue received from each source. The report shall be verified by an authorized representative of Franchisee. In addition, Operator shall also file with Salisbury Township a financial balance sheet and statement of ownership which shall be supplied upon request of Salisbury Township. These requirements shall be subject to the regulations of Salisbury Township.
2. As provided by any applicable regulations, every three (3) months Operator shall notify Salisbury Township, on forms prescribed by Salisbury Township, or complaints of subscribers received during the reporting period and the manner in which the complaints have been met, including the time required to make any necessary repairs or adjustments.
3. In addition, Operator shall maintain for public inspection all records required by the FCC and as specified in 47 CFR §76.305 in the manner prescribed therein.
4. Salisbury Township shall have the right to audit the books and records of Operator no less than once annually, during the term of the agreement. Such audit shall be conducted by an auditor selected by Salisbury Township at the cost and expense of Operator. Any underpayment of the franchise fee for more than ninety (90) days but less than one (1) year shall subject Operator to a liquidated damage of five (5) percent of the underpayment. Any underpayment for more than one (1) year shall subject Operator to liquidated damages of ten (10) percent of the underpayment. Any underpayment or other irregularities revealed in any audit shall entitle Salisbury Township to

perform any additional audits Salisbury Township deem to be necessary by an auditor selected by Salisbury Township at the cost and expense of Operator.

B. GOVERNMENT REPORTS

Franchisee shall provide to the Township, upon written request, copies of any and all communications, reports, documents, pleadings and notifications of any kind which Franchisee or any of its Affiliated Entities have submitted to any federal, state or local regulatory agencies, courts or other governmental bodies if such documents relate to Franchisee's Cable System within the Township. The term "Affiliated Entity" is defined in Section 14 "Definitions" below. Franchisee shall provide copies of such documents no later than thirty (30) days after their request if Franchisee marks any such documents as confidential and provides the Township with an explanation of its confidentiality, the Township shall treat such documents as confidential so long as it is permitted to do so under applicable law.

C. SYSTEM PERFORMANCE TEST REPORTS

Upon written request, Franchisee shall submit to the Township its most recent system performance test reports of its Cable System in the Township as required by the FCC and Section 3.5 of this Agreement. These reports shall detail the results of the Franchisee's system performance tests.

§277. Equal Employment Opportunity.

Operator is an equal opportunity employer and pursuant to 47 CFR §76.311 and other applicable regulations of the FCC must file an equal employment opportunity plan with the FCC and otherwise comply with the FCC regulations with respect to equal employment opportunities. Operator has filed its current plan with the FCC and agrees to abide by such plan.

§278. Revocation of Franchise.

The franchise issued hereunder may be revoked by Salisbury Township for any of the following reasons, subject to the requirements of Federal law and the FCC regulations promulgated thereunder:

- A. For false misleading statements in, or material omissions from, the application submitted.
- B. For failure to file and maintain the performance bond as described in §273, "Performance Bond," or to maintain insurance as described in §272, "Insurance."
- C. For repeated violations, as determined by Salisbury Township, of commitments of the franchise.
- D. For repeated failure to maintain signal quality pursuant to the standards provided for by the FCC and/or Federal law.
- E. For any transfer or assignment of the franchise or control thereof without consent of Salisbury Township.
- F. For fraud, negligence or neglect in the payment of the franchise fee.

- F. For repeated failure to comply with any of the material terms and conditions of the agreement.
- G. For any leasing, subletting or other conduct regarding Operator's use of the Township's right-of-way as specifically prohibited in §279 of this Ordinance.

§279. Determination of Breach.

1. In the event that Salisbury Township has evidence that Operator has defaulted in the performance of any material provision(s) of this Part, except as excused by force majeure and prior to the institution of any action under either §273, "Performance Bond," or §277, "Revocation of Franchise," Salisbury Township shall notify Operator, in writing, by certified mail, of the provision or provisions which Salisbury Township believes may be in default and the details relating thereto. Operator shall have thirty (30) day from the receipt of such notice to:
 - A. Respond to Salisbury Township, in writing, contesting Salisbury Township's assertion of default and providing such information of documentation as may be necessary to support Operator's position; or,
 - B. Cure any such default (and provide written evidence to Salisbury Township of the same) or in the event that by nature of the default, such default cannot be cured within such thirty (30) days period, promptly to take steps to cure said default and diligently continue such efforts until said default is cured.
2. In the event that Operator fails to respond to such notice of default or to cure the default or to take reasonable steps to cure the default within the required thirty (30) day period or to diligently continue such efforts until the default is cured, Salisbury Township may schedule a public hearing no sooner than thirty (30) days after written notice, by certified mail, to Operator. Operator shall be provided reasonable opportunity to be heard at such public hearing, including the right to present evidence in its own behalf (both testimonial and documentary) to pose questions to those conducting the hearing and to review documents presented in support of a claimed material breach. Within thirty (30) days after said public hearing, Salisbury Township shall make a written determination, based upon evidence introduced at the hearing, whether or not Operator is in default of any material provision of this Ordinance.
3. If Salisbury Township determines that Operator is in such default, Salisbury Township may determine to pursue any of the following nonexclusive remedies:
 - A. Seek specific performance of any provision of the agreement which reasonably lends itself to such remedy as an alternative to damages.
 - B. Exercise or foreclose on all or any appropriate part of the security provided herein.
 - C. Commence an action at law for monetary damages.
 - D. Declare the agreement to be revoked subject to the provisions herein and applicable law.
 - E. Any other remedy available to Salisbury Township.

§280. Transfer or Assignment.

1. The agreement, or control thereof, shall not be transferred or assigned without the prior written consent of Salisbury Township, which consent shall not be unreasonably withheld or delayed, except to the parent company of an Operator or any other subsidiary or subsidiaries owned by such parent company, provided further, however, that in such case the Operator and assignee give notice of such assignment. The consent of Salisbury Township shall be given only after a hearing upon written application therefor on forms prescribed by the Township. The application for consent to an assignment or transfer shall be signed by Operator and by the proposed assignee or transferee or by their representatives, evidence of whose authority shall be submitted with the application.
2. Except as may otherwise be permitted by the Township, Operator shall not allow, whether by way of leasing, subletting, assigning, licensing or by any other means whatsoever, any person or entity to use or occupy the public rights-of-way within and under the jurisdiction of Salisbury Township for the installation, maintenance, use and/or operation of any facilities. The rights conferred under this Part to Operator to use and occupy the public rights-of-way within and under the jurisdiction of Salisbury Township are solely for the Operator's own cable communications system or cable system authorized under the franchise agreement and for no other use or purpose.
3. Nothing herein shall prevent or limit an Operator from assigning or pledging its rights or interest in the franchise as part of an overall financing pledging all of the Operator's assets, in which case, however, the creditor shall be bound the creditor agrees to abide by all terms and conditions set forth under this grant of a franchise.

§281. Removal of System.

Upon termination of the agreement or of any renewal hereof by passage of time or otherwise, Operator shall remove its supporting structures, poles, transmissions and distribution systems and other appurtenances from the streets, ways, lanes, alleys, parkways, bridges, highways and other public and private places in, over, under or along which they are installed and shall restore the areas to their original condition, normal wear and tear excepted. If such removal is not completed within six (6) months of such termination, Salisbury Township or any property owner may deem any property not removed as having been abandoned and Salisbury Township may remove it at the cost of Operator.

ARTICLE I. Miscellaneous.

§282. Force Majeure.

If for any reason of force majeure, Operator is unable, in whole or in part, to carry out its obligations hereunder, Operator shall not be deemed in violation or default during the continuance of such inability. Unless further limited elsewhere in the franchise, the term "force majeure" as used herein shall have the following meaning: "Acts of God, acts of public enemies, orders of any kind of the government of the United States of America or of the Commonwealth of Pennsylvania or any of their departments, agencies, political subdivisions or officials or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, volcanic activity, storms, floods, washouts, droughts, explosions and partial or entire failure of utilities.

§283. Notices.

Every notice or payment to be served upon or made to Salisbury Township shall be delivered or sent by certified mail (postage prepaid) to:

Attn: Township Manager
Salisbury Township
2900 South Pike Avenue
Allentown, PA 18103

Or such other address as the Township of Salisbury may specify, in writing, to Operator. Every notice served upon Operator shall be delivered or sent by certified mail (postage prepaid) to Operator or such other address as Operator may specify, in writing, to Salisbury Township. The delivery shall be equivalent to direct personal notice, direction or order and shall be deemed to have been given at the time of receipt.

§284. Entire Agreement.

This Ordinance contains the entire agreement between the parties, supersedes all prior agreement or proposals except as specifically incorporated herein and cannot be changed without written amendment executed by both parties.

§285. Captions

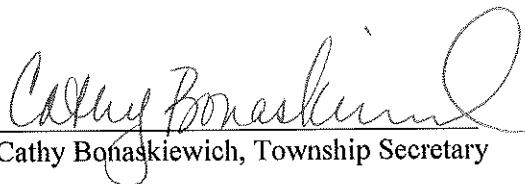
The captions or sections throughout this Agreement are intended solely to facilitate reading and reference to the sections and provisions of this Agreement. Such sections shall not affect the meaning or interpretation of the Agreement.

§286. Applicability of Agreement


All of the provisions of this Agreement shall bind the Township of Salisbury, Operator, and their respective successors and assigns. This Agreement is authorized by this Ordinance No. 12-2021-644 dated December 9, 2021 of the Board of Commissioners of Salisbury Township.

ENACTED AND ORDAINED this 9th day of December, 2021 at a regular public meeting.

ATTEST:


Cathy Bonaskiewich, Township Secretary

TOWNSHIP OF SALISBURY
(Lehigh County, Pennsylvania)


Debra Brinton
President, Board of Commissioners

ATTEST:

SERVICE ELECTRIC CABLE TELEVISION

Witness
Print Name: _____
Title: _____

Authorized Representative
Print Name: _____
Title: _____

EXHIBIT "A"

**List of Designated Locations for
Free Drop, Outlet and Standard Service Package**

1. Municipal Buildings:
 - A. 2900 South Pike Avenue
 - B. Annex Building - 3000 South Pike Avenue
 - C. Public Works Facility – 3000 South Pike Avenue
 - D. Water Pumping Stations –
 - Pumping Station Flexer Avenue & Green Acres Dr.
 - P/S #3 1709 Cardinal Dr.
 - P/S #5 Riverside Industrial Dr.
 - P/S Authority Spiegle St.
2. Any other building owned or leased by the Township for its use including, but not limited to:
 - Franko Farm House – 1301 Black River Road, Bethlehem, PA 18015
 - Eastern Salisbury Fire Station - 1000 E. Emmaus Avenue
3. Any other Township facility which the Township owns, leases or operates under any contract with any other municipality, governmental agency or Council of Governments.