

Chapter A163

CABLE TELEVISION FRANCHISE

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[HISTORY: Adopted by the Borough Council of the Borough of Mansfield 3-12-1997 by Ord. No. 385. Amendments noted where applicable.]

§ A163-1. Grant of authority.

There is hereby granted by the Council to the grantee, its successors and assigns the continued right and privilege to construct, erect, operate and maintain in, upon, across, above, over and under the streets, alleys, public ways and public places now laid out or dedicated, and all extensions thereof and additions thereto, in the Borough poles, wires, cable, underground conduits, manholes and other television conductors and fixtures necessary for the maintenance and operation in the Borough of a cable television system for the interception, sale and distribution of television and radio signals.

§ A163-2. Compliance with applicable laws and ordinances.

The grantee shall, at all times during the duration of this renewal franchise, comply with all rules and regulations of the Federal Communications Commission, including, but not limited to, the Communications Policy Act of 1984.

§ A163-3. Duration of renewal franchise.

The term of the rights, privileges and authority granted herein shall commence on the effective date of this ordinance and shall terminate on March 31, 2012.

§ A163-4. Payment to community.

For the use of the streets and other facilities of the Borough for the operation of the cable television system and for the municipal supervision thereof, the grantee shall pay annually on or before April 1 of each year the following sums:

- A. April 1, 1998: \$2,100.
- B. April 1, 1999: \$2,200.
- C. April 1, 2000: \$2,300.

- D. April 1, 2001: \$2,400.
- E. April 1, 2002: \$2,500.
- F. April 1, 2003: \$2,600.
- G. April 1, 2004: \$2,700.
- H. April 1, 2005: \$2,800.
- I. April 1, 2006: \$2,900.
- J. April 1, 2007: \$3,000.
- K. April 1, 2008: \$3,100.
- L. April 1, 2009: \$3,200.
- M. April 1, 2010: \$3,300.
- N. April 1, 2011: \$3,400.
- O. April 1, 2012: \$3,500.

§ A163-5. Indemnification.

The grantee shall hold the Borough harmless from all claims for damages arising out of the construction, maintenance or operation of the said cable television system or other apparatus under the control of the grantee and shall provide for the benefit of said Borough:

- A. Workmen's compensation on all employees engaged in the construction or maintenance aforesaid.
- B. Public liability insurance in an amount not less than \$100,000 per occurrence and personal injury coverage in an amount not less than \$300,000 per occurrence.

§ A163-6. Standards of service.

- A. The grantee shall furnish to the Borough, prior to April 1 of each year during the term of this franchise, certificates of insurance showing the existence of the above-stated insurance coverages.
- B. The minimum quality of service provided by the grantee shall be that set forth in the former Federal Communications Commission Quality Standards for Cable Television.
- C. Required channels.
 - (1) The grantee shall provide at least 12 channels of audio and video programming, including: CBS, NBC, ABC and public television networks, as well as an independent station, a news station and a sports station. At least one channel shall be broadcast by a Pennsylvania station.

- (2) If Mansfield University is able to provide a local channel, the grantee agrees to carry this channel if the necessary equipment and connections to permit its transmission on the cable system are provided by Mansfield University. The grantee agrees to notify the Borough Secretary before any change is made in the stations carried by the system.
 - (3) The grantee further agrees to provide an FM service for those customers who desire such service.
- D. Every grantee will maintain a business office in the Borough of Mansfield and shall investigate and resolve all subscriber complaints regarding the quality of service, equipment malfunctions and similar matters expeditiously.
- E. In the event of any disagreement between the grantee and the Borough regarding the interpretations, effect or violation of this franchise agreement, said matter shall be referred to arbitration by the following manner: Each party shall select and pay for the services of an arbitrator, each of whom shall be selected within three days of the request of either for arbitration and each of whom shall select a third arbitrator to sit with them, said selection to be made within two days of the selection of the second arbitrator. The three arbitrators' decision shall be binding upon all parties. Their interpretation of the contract and their directions to resolve said conflict shall be carried out at the expense of the party against whom said order is finally made. In the event that the parties do not select a third arbitrator, the Court of Tioga County shall be requested to do so immediately.

§ A163-7. Severability.

If any section, subsection, sentence, clause, phrase or portion of this renewal franchise is for any reason held invalid or unconstitutional by any court of competent jurisdiction over such matters, such portion shall be deemed a separate, distinct and independent provision, and such holdings shall not affect the validity of the remaining portions thereof.

§ A163-8. When effective.

This renewal franchise shall become effective as a matter of law immediately on the passage of this ordinance by the Council and approval by the Mayor.

