Chapter A207

CABLE TELEVISION FRANCHISE

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[HISTORY: Adopted by the Borough Council of the Borough of Bechtelsville 5-13-1996. Amendments noted where applicable.]

GENERAL REFERENCES

Cable television — See Ch. 76.
Streets and sidewalks — See Ch. 182.
Subdivision and land development — See Ch. 185.

§ A207-1. Definitions.

For the purpose of this franchise, the following terms, phrases, words, abbreviations, and their derivations shall have the meanings given herein. When not inconsistent with the context, words used in the present tense include the future; words used in the singular include the plural number. The words "shall" is always mandatory and not merely directory.

ANNUAL REVENUES —

A. Any and all compensation actually receive by Suburban from its subscribers within the Borough, arising from the operation of its cable system (as defined herein) within the Borough, including all monthly basic cable, cable programming service, equipment rental, installation fees, premium cable service and per-program revenues, excluding the share of per-channel and per-program revenues paid by Suburban to the suppliers of those services, provided, however, that the Borough shall have the right, upon 60 days' written notice, to require Suburban to remove the foregoing exclusion for supplier share from annual revenues. Any action to do so shall be taken at a public meeting of the Borough Council, and Suburban shall have the right to pass on the increased franchise fee to its subscribers. Annual revenues shall not include any home shopping income, advertising income, bad debts, converter deposits, refunds to subscribers by Suburban or receipts from sales, use or franchise fees or taxes or any other tax or fee that Suburban collects on behalf of the Borough or any other taxing authority, or income derived from the provision of any service not set forth in this definition.

B. Annual revenues in Subsection A above shall also include compensation actually received by Suburban from any and all future services provided by Suburban arising from the operation of its cable system to subscribers within the Borough where such service is offered to the subscriber for a fee paid by subscriber to Suburban, less any installation fees, the portion of subscriber fees reasonably charged by Suburban to upgrade technology to make such future services available, advertising fees, bad debts, deposits paid by subscribers for such future services, refunds to subscribers by Suburban or receipts from sales, use or franchise fees or taxes or any other tax or fee that Suburban collects on behalf of the Borough or any other taxing authority and any revenues paid by Suburban to the suppliers in those services; provided, however, that if Suburban shall demonstrate to the Borough that the payment of such fees shall place an undue financial hardship on Suburban, franchise fee shall be renegotiated between Suburban and the Borough. In no event shall the franchise fee for any such future franchise services be higher than 5% of the net revenue as defined in this definition received by Suburban for said service.

BOROUGH — The Borough of Bechtelsville, or the lawful successor, transferee, or assignee thereof.

CABLE PROGRAMMING SERVICE — Any tier of video programming service provided over the cable system, other than the basic cable tier of service, or programming offered on a per-program or per-channel basis.

CABLE SERVICE — Any lawful services provided through electrical or electronic signals including but not limited to the one-way transmission to customers of video programming and other programming services, together with customer interaction, if any, which is required for the selection of such programming, or the utilization of any facilities or equipment of the cable system to provide such services.

CABLE SYSTEM — A facility, consisting of a set of transmission paths and associated signal generation, reception and control equipment that is designed to provide cable service which includes, but is not limited to, video programming and which is provided to multiple subscribers within a community.

CHANNEL — A designated frequency band in the electromagnetic spectrum which is capable of carrying video, audio, digital or other electronic signals, or some combination thereof.

COMMUNICATIONS POLICY ACT or CABLE ACT — The Cable Communications Policy Act of 1934, and the Cable Communications Policy Act of 1984 as it may be amended or succeeded, including the Cable Television Consumer Protection and Competition Act of 1992, and/or any amendments.

CONVERTER — An electronic device which allows for reception and selection of signals distributed over the cable frequencies that may not be receivable on the ordinary television receiver.

FCC — Federal Communications Commission.

FRANCHISE ADVISORY BOARD — A board formed by neighboring municipalities consisting of one representative from each participating municipality, the purpose of which is to maintain communications of common interest between the participating municipalities and Suburban and to provide a forum for the exchange of information, complaints, and suggestions.

FRANCHISE or FRANCHISE AGREEMENT or AGREEMENT — This franchise agreement as executed by the Borough and Suburban.

PERSON — Any individual, trustee, partnership, association, corporation or other legal entity.

PUBLIC WAY — The surface of, and the space 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 Borough in the service area which shall entitle the Borough and Suburban to the use thereof for the purpose of installing, operating, repairing, improving, expanding, upgrading and maintaining the cable system and providing cable service. "Public way" shall also mean any easement now or hereafter held by the Borough 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 Borough and Suburban to the use thereof for the purposes of installing, operating, repairing, improving, expanding, upgrading or maintaining, the cable system and/or transmitting and/or providing Suburban's cable service or other services provided by Suburban over poles, wires, cables, conductors, ducts, conduits, vaults, manholes, amplifiers, appliances, attachments, and other property as now or hereafter may be ordinarily necessary and pertinent to the cable system.

SECTION — Any section, subsection, line or provision of this franchise.

SERVICE AREA — The present municipal boundaries of the Borough, and shall include any additions thereto by annexation or other legal means.

SUBSCRIBER — Any person who, or which, purchases or otherwise elects to received, for any purpose, a service provided by Suburban in connection with Suburban's cable system and/or cable service.

SUBURBAN — The cable system operator, Suburban Cable TV Co. Inc., and its lawful successors, transferees and/or assigns.

§ A207-2. Grant of authority.

A. There is hereby granted by the Borough to Suburban the nonexclusive right and privilege to construct, erect, operate and maintain in, on, upon, along, across, above, over, and under the public way in the service area, poles, wires, cables, underground conduits, manholes, pedestals, amplifiers and other cable service and cable system conductors and fixtures necessary for the construction, maintenance and operation and the operation and provision of cable service and a cable system within the service area for the purpose of distributing or relaying television, radio, digital and other lawful electronic signals.

B. The right to use and occupy the public way for the purposes herein set forth shall not be exclusive. If the Borough grants a cable franchise to any person other than Suburban, to the extent that any term or provision of any other cable franchise differs from Suburban's franchise, in whole or in part, then upon written notice by Suburban to the Borough, Suburban's franchise shall be automatically amended or conformed in whole or in part, as the case may be, so that Suburban's franchise is no less favorable to it than the most favorable cable franchise granted to any other person.

C. The rights and privileges of the franchise shall continue for a period of 15 years from the date this franchise is approved and adopted by the Borough.

D. Review.

(1) On the fifth anniversary, and every five years thereafter, of the effective date of this franchise, the Borough shall have the option to review Suburban's performance under the franchise by giving notice to both Suburban and the public. Suburban shall be required to participate in this performance evaluation and provide a report to the Borough addressing such matters as rates, services, channel capacity, number of subscribers, improvements, effectiveness of complaint resolution procedures, quality of service, system performance, and responsiveness to the communications related needs of the community. Suburban shall provide the results of any recent customer surveys which provide guidance relevant to any of the foregoing topics.

(2) If, as a result of the review provided herein, the Borough determines that Suburban has not complied with the terms of the franchise, the Borough shall promptly give notice of such determination to Suburban by certified mail, return receipt requested, setting forth in writing those areas or matters wherein Suburban's performance has not been in compliance. Suburban shall, within 30 days of receipt of such notification, advise the Borough in writing of its response to such determination, either admitting such noncompliance and setting forth the methods by which it plans to correct the same, or denying such noncompliance. In the event of such denial, or of plans for correction of noncompliance which are insufficient to cure the said noncompliance, the Borough may elect to treat such denial or insufficient correction as a breach of this franchise, and shall have the rights, privileges and obligations provided in § A207-8 hereof.

(3) Suburban and Borough may engage in good faith negotiations regarding how new services or changes in technology can be readily incorporated into the system in cases where there has been documented subscriber demand and such innovations are economically and technically feasible for Suburban. In the event that technological advances or innovations become available, for which there is sufficient subscriber demand and which are economically and technically feasible for Suburban to offer, Suburban, upon the written request of the Borough, may submit to the Borough a plan to implement such innovations. Each plan of implementation shall include a description of Suburban's costs to provide such technological upgrades and/or innovations, the results of Suburban's subscriber requests and surveys, if any, documenting customer demand. However, in no event shall Suburban be required to implement any technological advances and/or

innovations unless the Borough first agrees to and executes an amendment to this franchise granting Suburban:

(a) Corresponding adjustments in Suburban's rates that shall allow Suburban to recover all costs of providing such technological and/or innovations, plus a fair return on the investment, over the remaining term of franchise; and

(b) A reasonable extension of the term of this franchise to make the provision of such technological advances and/or innovations economically feasible.

§ A207-3. Annual franchise fee.

Suburban shall pay to the Borough, throughout the term of this franchise, a sum totaling 5% of annual revenues received by Suburban from its operation of the cable system within the Borough ("franchise fee"). Suburban shall make pro rata payments of the franchise fee to the Borough, on a semiannual basis, within 60 days after the close of each semiannual period. The semiannual periods shall end on June 30 and December 31 of each year. Suburban shall submit to the Borough within 90 days of the close of the calendar year a report of annual revenues for such fiscal year, certified by an officer of Suburban and, upon the Borough's request, compiled by a certified public accountant.

§ A207-4. Compliance with applicable laws and ordinances.

A. Suburban shall conform to all generally applicable laws, rules and regulations of the United States and the State of Pennsylvania in the construction and operation of its cable system and all generally applicable rules and regulations of the FCC.

B. Suburban shall not refuse to hire or employ nor bar nor discharge from employment nor discriminate against any person in compensation or terms, conditions or privileges of employment because of age, race, creed, color, national origin or sex.

C. Any right, power, protection, privilege or immunity which is provided, granted or imposed on Suburban under or by virtue of the Communications Act, as it may be amended or interpreted from time to time after the date hereof, shall remain inviolate and shall be available to Suburban notwithstanding any contrary provision of the franchise agreement, and the acceptance of the terms and conditions of this franchise shall not be construed as a waiver or release by Suburban of any right, power, protection, privilege, immunity or obligation under the Communications Act, the laws or Constitution of the United States or the laws and Constitution of the State of Pennsylvania. Nothing herein, nor Suburban's acceptance hereof, shall be construed to deny Suburban the right to seek administrative and/or judicial review of any action or threatened action by the Borough under, or arising out of, this franchise.

§ A207-5. Liability and indemnification.

A. By its acceptance of this franchise, Suburban specifically agrees that it shall defend and indemnify the Borough, its officers, employees, agents, boards and commissions, acting in their official capacity, and hold them harmless from any and all damages, penalties or

costs that may arise from a suit filed by a third party due to the granting of the franchise to Suburban, or any activities engaged in by Suburban, excluding any activities that are the result of negligence or deliberate acts or omissions of the Borough, its officers, employees, agents, boards or commissions.

B. By its acceptance of this franchise, Suburban specifically agrees that it shall pay all judgments or settlements due to damages and/or penalties for which it is liable under Subsection A. In this connection, Suburban will provide the defense of any claims brought against the Borough under this Section of the franchise by selecting counsel of Suburban's choice to defend the claim. The Borough shall give timely notification of any such claims, demands, actions, suits, proceedings, damages, or liability before Suburban shall be required to undertake the defense and to indemnify the Borough. Suburban shall have the right to defend, settle or compromise any claim or action arising hereunder. Expense of investigation, counsel and the amount of any settlement of any claim or suit will be paid by Suburban, and Suburban shall have the sole authority to decide the appropriateness and the amount of any such settlement.

C. By its acceptance of this franchise, Suburban specifically agrees that it will maintain through the term of this franchise, and in any renewals thereof, liability insurance protecting Suburban and the Borough with regard to all damages and/or penalties mentioned in Subsection A in the following minimum amounts:

(1) $500,000 for bodily injury or death to any one person, within the limit, however, of $1,000,000 for bodily injury or death resulting from any one accident, and $2,000,000 for all injuries or deaths resulting from any one accident.

(2) $500,000 for property damage resulting from any one accident.

(3) Worker's compensation insurance on all employees engaged in installation or service of its equipment.

(4) A certificate evidencing the insurance coverage herein provided shall be filed by Suburban with the Borough, upon request.

§ A207-6. Rights reserved by Borough.

A. The right is hereby reserved by the Borough to adopt such additional general regulations in the exercise of its police power as it shall find necessary, provided that such regulations shall be reasonable and not materially in conflict with the rights and privileges herein granted, nor which shall impose any additional material or unreasonable economic or technical burden on Suburban.

B. The franchise agreement (including all of Suburban's particular rights, powers, protections, privileges, immunities and obligations associated therewith as the same exist on the date hereof) shall constitute a legally binding contract between the Borough and Suburban and as such cannot be amended, modified or changed by the Borough without the consent of Suburban in any manner whatsoever, whether by ordinance, rule, regulation or otherwise, to impose on Suburban more stringent or burdensome requirements or conditions, provided, however, that nothing herein contained shall

preclude the Borough from the proper exercise of its general regulatory and police powers, as limited in Subsection A and/or powers of eminent domain.

C. The Borough or its officially designated representatives shall have the right to inspect all pertinent records, hooks, plans and financial statements maintained by Suburban which relate directly to computation of annual revenues, and construction and location of facilities within the Borough, at Suburban's place of business upon reasonable notice and during normal business hours. The Borough, and its officially designated representatives, agree to treat any information disclosed as confidential and only to disclose it to employees, agents or representatives thereof that have a need to know or in order to enforce the provisions thereof. Suburban shall not be required to provide subscriber information in violation of Section 631 of the Communications Act.

D. The Borough, or its officially designated representatives or agents, upon reasonable notice, shall have the right to observe all construction, installation, or system performance testing subject to the provisions of this franchise, and to make such inspections, during regular business hours, as it may find necessary to insure compliance with the terms of this franchise and other applicable provisions of the law.

E. Continuing administration of the provisions of this franchise shall be the responsibility of the Borough through its duly designated representative.

§ A207-7. Transactions affecting ownership of franchise.

Suburban shall not transfer this franchise to any other person, firm, company, corporation or entity other than to the principal parents of Suburban, a parent corporation, a subsidiary or affiliate corporation of a parent company or subsidiary or affiliate corporation of Suburban, or any other firm or entity owned by Suburban without the prior approval of the Borough as to the financial and technical ability of the transferee to operate the system. Such permission shall not be unreasonably withheld. Within 60 days of receiving the request for transfer, the Borough shall, in accordance with FCC rules and regulations, notify Suburban in writing of the information it requires to determine the legal, financial and technical qualifications of the transferee. If the Borough has not taken action on Suburban's request for transfer within 120 days after receiving such requested information, consent by the Borough shall be deemed given.

§ A207-8. Revocation of franchise.

A. After notice, opportunity to cure and opportunity to be heard in accordance with the provisions of this Subsection A, the Borough shall have the right to revoke this franchise for a knowing and substantial breach of any of the material terms and conditions of this franchise by Suburban, which remains uncured. The Borough shall give Suburban notice of the alleged breach of this agreement in writing, describing the breach and giving notice of revocation should Suburban fail to correct the breach. The notification of the alleged breach shall be served upon Suburban by certified mail, return receipt requested. Following receipt of the written notice, as described in this section, both Suburban and the Borough shall follow the procedures set forth in Subsections B and C in order to address the alleged breach of this agreement.

B. Upon receipt of notification of an alleged breach of this agreement, Suburban shall have 45 days to decide whether to: a) admit the breach and cure or commence to cure the breach within 90 days of the date of Suburban's receipt of the notification; or, b) contest the allegation of breach in accordance with the procedures set forth in this § A207-8. Should Suburban not correct the breach within the 90 days, Suburban shall notify the Borough that it contests the allegation of breach, with a statement of the basis for the contest, or that it is unable to correct the breach. Within 20 working days following notification by Suburban, Suburban and the Borough shall hold a meeting to discuss and attempt to resolve the breach.

C. If the Borough and Suburban are unable to reach a mutually agreeable resolution of the allegation of breach, then, prior to any such revocation, Suburban shall have the right to challenge the Borough's allegation before a panel of three fact finders. One fact finder shall be chosen by the Borough and one fact finder shall be chosen by Suburban and the third fact finder shall be chosen by the first two fact finders. None of the fact finders shall be employees of Suburban or its affiliates, or members of the Franchise Advisory Board, or elected officials, appointed officials, or employees of the Borough or any other municipality participating in the Franchise Advisory Board. The proceedings before the fact finders shall be conducted as an administrative proceeding, in which the Borough shall have the burden of proof and the burden of going forward on the allegation of breach. In any administrative proceeding before the fact finders, both Suburban and the Borough shall have the right to introduce evidence, to require production of evidence and to question witnesses in accordance with the standards of due process and fair hearing applicable to administrative hearings in the State of Pennsylvania. The decision of the fact finders shall be delivered in writing, with findings of fact and conclusions of law in support thereof, within 30 days of the close of the hearings. Each party shall be responsible for its own fees and costs incurred in bringing the allegation of breach before the panel of fact finders. In the event the Borough or Suburban does not agree with the decision of the fact finding panel, either party may thereafter seek a hearing de novo in a court of competent jurisdiction. If the court upholds the decision of the panel of fact finders and finds that the appeal or the original allegations of breach were brought frivolously or in bad faith, the court may impose upon the losing party costs and fees, including but not limited to reasonable attorney's fees incurred by both parties in connection with such judicial appeal.

D. Suburban shall not be in violation of this franchise and no revocation shall be effected if Suburban is prevented from performing its duties and obligations or observing the terms and conditions of this franchise by any acts of God, labor disputes, manufacturers' or contractors' inability to timely provide personnel or material or other causes of like or different nature beyond the control of Suburban.

§ A207-9. Franchise renewal.

A. Renewal of this franchise shall be governed by Section 626 of the Communications Act and the provisions of this franchise.

B. This franchise may be renewed at any time by mutual agreement between Suburban and the Borough.

C. Notwithstanding the provisions of Subsection B, Suburban may submit, during the six-month period which begins with the 36th month before the franchise expiration, a written renewal notice requesting that the Borough initiate a proceeding pursuant to Subsection C(1).

(1) Within six months of such notification, the Borough shall undertake a proceeding, including a public notice and participation, for the purpose of identifying future cable-related community needs, and reviewing compliance of Suburban with the then-current franchise. Such proceeding shall be completed within 12 months of the date begun. The Borough shall submit a copy of its findings in writing to Suburban within said 12 months.

(2) After receipt of the Borough's findings, Suburban may submit to the Borough a proposal for renewal.

(3) The Borough shall provide public notification of receipt of this proposal, and within four months of receipt of such proposal shall either renew the franchise, or issue a preliminary assessment that the franchise should not be renewed.

(4) If the Borough preliminarily decides against renewal, and at Suburban's request, the Borough shall begin an administrative proceeding, affording due process, including the rights to introduce evidence, subpoena evidence and examine witnesses, to consider whether:

(a) Suburban has substantially complied with the material terms of the existing franchise agreement and with applicable law;

(b) The quality of Suburban's cable service, except for the mix or quality of cable services or other services provided over the system, has been reasonable in light of community needs;

(c) Suburban has the financial, legal and technical ability to provide the cable services, facilities and equipment as set forth in its proposal; and

(d) The proposal is reasonable to meet future cable-related community needs and interests, taking into account the cost of meeting such needs.

(5) The Borough shall issue a written decision granting or denying the proposal for renewal based solely on the record of the proceeding. A certified copy of such decision shall be furnished by the Borough to Suburban.

(6) If such decision is to deny renewal, reasons therefor shall be stated, and such denial shall be based only on one or more adverse findings directly relating to the factors specified in § A207-9C(4) of this franchise. The Borough may not base such denial of renewal upon Subsection C(4)(a) and (b) in § A207-9 unless the Borough has given Suburban notice of and an opportunity to cure violations or problems, or in any case in which it is documented the Borough has waived its right to object or Suburban gives written notice of a failure or inability to cure and the Borough fails to object within a reasonable time after receipt of such notice.

D. If Suburban's proposal for renewal has been denied by a final decision of the Borough, or if Suburban has been adversely affected by a failure of the Borough to act in accordance with the procedural requirements of this section, Suburban may seek review of such final decision through any court of competent jurisdiction.

E. If the current franchise agreement expires by its own term before the Borough and Suburban have reached agreement on the terms and conditions of a renewal franchise or before completion of the formal renewal procedures set forth above, the Borough shall extend the expiration date of the current franchise agreement until either a new franchise has been granted or the Borough's denial has been upheld by a court of last resort.

§ A207-10. Rates.

A. The rates charged by Suburban for installation, the rental and sale of equipment, and the provision of any and all cable services shall be as determined by Suburban in its sole discretion, except insofar as federal law permits the Borough to regulate certain of said rates.

B. The Borough shall not regulate rates for video programming offered on a per-channel or per-program basis.

C. Suburban shall provide notice to the Borough and to affected subscribers of an increase in the rate or change for any cable television service. The notice shall be in writing and shall specify the service or services affected, the new rate, and the effective date thereof. Notice to subscribers affected by the rate increase shall be provided at least 30 days prior to the effective date of the rate change. This section shall not apply to pay-per-view programming.

D. Suburban may require subscribers to pay for each month of service in advance at the beginning of each month.

E. Nothing contained in this franchise shall be deemed to restrict or prohibit Suburban from pursuing such legal remedies to collect past due debts owed to it by subscribers, including the reasonable costs and expenses incurred in pursuing such remedies, such as collection fees, attorney's fees and trip charges.

F. Suburban shall not, as to rates, charges, services, service facilities, rules, regulations, or in any respect, make or grant any undue preference or disadvantage on the basis of race, creed, national origin, religion, color, sex or age. Nothing in this section shall be construed to prohibit the reduction or waiving of charges for promotional or competitive purposes.

§ A207-11. System requirements.

A. Suburban shall use reasonable efforts in good faith to provide to subscribers as wide a variety and number of services as is feasible in the judgment of Suburban.

B. Suburban shall use materials of good and durable quality and all work involved in the construction, installation, maintenance and repair of the cable system shall be performed in a safe, thorough and reliable manner.

C. Upon request, Suburban shall, without charge, provide basic cable television service to one outlet in each police and fire station, each public, private and parochial school building, each municipality building, and each public library, within the Borough, that is located within 200 feet of Suburban's distribution system and is able to be connected with a normal aerial installation. Suburban shall be permitted to recover its labor, material and monthly service costs to provide service to more than one outlet in each such building, or for other than normal installation.

§ A207-12. Construction and installation.

A. Wherever a telephone or other utility company has erected poles, Suburban shall be expected to make a good faith attempt to enter into a joint use agreement for those poles. Suburban shall not set new poles, except where no pole exists or use of an existing utility pole is not practicable due to excessive rearrangements or other conditions, and such pole construction shall be subject to approval by the Borough's Engineer.

B. Suburban shall apply for all required permits and shall not undertake any construction without receipt of such permits, issuance of which shall not be unreasonably withheld or delayed by the Borough. The Borough shall issue all such permits at no cost to Suburban, such costs being covered by Suburban's franchise fee.

C. The construction, installation and maintenance of the cable system shall be effectuated by Suburban in a manner that is consistent with the laws, ordinances and construction standards of the State of Pennsylvania, the Occupational Safety and Health Administration, the National Electrical Safety Code, National Electrical Code, FCC, and the Standards of Good Engineering Practices for Measurement of Cable Television Systems of the National Cable Television Association to the extent applicable.

D. All of Suburban's construction, installation, repair and maintenance shall be conducted in such a manner as to cause minimum interference with the rights and reasonable convenience of the public and any property owners that may be affected.

E. Suburban shall promptly repair and restore any private property which may have been damaged as a result of the construction, installation, repair or maintenance of the system. Any Borough property damaged or destroyed shall be promptly repaired or replaced by Suburban and restored to a serviceable condition.

F. Cable service shall be provided at regular installation and monthly service rates to all residential areas where there is a density of 35 dwelling units per linear mile of aerial cable. Suburban shall extend cable service to areas where there is a lesser density of dwelling units upon payment by requesting households in such areas of a charge, in addition to an installation charges, which does not exceed Suburban's actual and direct costs divided equally among the number of requesting households. The Borough agrees to promptly notify Suburban of all permits granted for the development of residential

subdivisions or multiple dwelling complexes to enable Suburban to make arrangements for installation of its cable facilities within same.

G. For subscribers requesting connection requiring an aerial drop line in excess of 200 feet, Suburban shall extend cable service at a rate not to exceed Suburban's actual cost of installation from its main distribution system.

H. Suburban shall have the right to remove, trim, cut and keep clear of its poles, cables, underground conduits and related equipment the trees in and along the public streets, but, in exercise of such rights, Suburban shall not cut said trees to any greater extent than is reasonably necessary for the construction, erection, installation, maintenance and use of cable system equipment. Suburban shall not remove, trim, or cut such trees from any public streets without first providing reasonable notice to the Borough of its intention to do so.

I. Suburban shall be required, at its expense, to protect, support, temporarily disconnect, relocate in or remove from public streets, lands or places any property of Suburban whenever required by the Borough upon reasonable written notice by reason of traffic conditions, public safety, street construction or any other public purpose.

J. Suburban, on the request of any person, firm or corporation holding a building permit issued by the Borough, or permit issued by an appropriate state agency, shall temporarily raise or lower its wires to permit the moving of buildings. The expense of such temporary raising or lowering shall be paid to Suburban by the person, firm or corporation requesting the same and Suburban shall have the authority to require such payment in advance. Suburban shall be given not less than 10 days' advance notice to arrange for such temporary wire changes.

K. In those areas of the service area where the transmission or distribution facilities of the respective public utilities providing telephone communications and electric services are both aerial and underground, Suburban shall have the sole discretion to construct, operate, and maintain all of its transmission and distribution facilities, or any part thereof, aerially or underground. Suburban shall not be required to construct, operate or maintain any flush-mounted or below-ground level appurtenances such as subscriber taps, line extenders, system passive devices, pedestals or other related equipment.

§ A207-13. Customer services.

A. Suburban shall provide written notice to each subscriber upon initial subscription and at intervals not more than one year thereafter of its procedures for reporting and resolving subscriber complaints, the equipment and services currently available, and the practices and procedures for protecting against invasions of subscriber privacy, and such other notices as may be required by the FCC's rules.

B. Upon a subscriber's request, Suburban shall issue a pro-rated credit for any period of cable service interruption of six or more continuous hours; provided that such outage was within Suburban's reasonable control. Credit shall be based upon number of channels and number of hours of interruption.

C. Suburban shall maintain a business office which shall be open during regular business hours and have a publicly listed toll-free telephone number and be so operated as to receive complaints and requests for repairs or adjustments, and remedying such as soon as possible.

D. Normal installation will be performed within seven business days after an order has been placed. "Normal" installations are aerial drops up to 200 feet from the distribution system, unless circumstances beyond Suburban's control prevent compliance with this standard.

E. As a normal operating procedure, upon subscriber request, Suburban shall designate a block of time (not to exceed four hours), e.g., 8:00 a.m. to 12:00 noon or 1:00 p.m. to 5:00 p.m., during which it will make a good faith effort to provide service or installation at the requested site.

F. Suburban shall comply with customer service standards established by the FCC in accordance with Section 632 of the Cable Act, so long as such Cable Act section and FCC standards remain in effect.

§ A207-14. Notices.

A. Unless expressly otherwise agreed between the parties, every notice or response required by this franchise to be served upon the Borough or Suburban shall be in writing and shall be deemed to have been duly given when received by certified or registered mail. The notices or responses to the Borough shall be addressed as follows:

Borough of Bechtelsville
Race Street
P.O. Box 295
Bechtelsville, PA 19505

B. The notices or responses to Suburban shall be addressed as follows:

Suburban Cable TV Co. Inc.
202 Shoemaker Road
Pottstown, PA 19464

§ A207-15. Severability.

If any section, sentence, phrase, provision, paragraph or term of the franchise agreement or the particular application thereof shall be held void or otherwise invalid by any court or regulatory agency of competent jurisdiction, the remaining provisions and their application shall remain in full force and effect for the term of the franchise, or any renewals thereof.

§ A207-16. Effective date of franchise.

A. This franchise and the rights, privileges and authority hereby granted shall take effect and be in force from and after the adoption, as provided by law, of the resolution of the Borough of Bechtelsville granting said franchise for the purposes set forth herein.

B. The effective date of this franchise is May 13, 1996.