

CHAPTER 8 FRANCHISES

Part 1 Cable Television

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§101. Right to Operate.

Pursuant to applicable federal law and regulation, the Township of Sewickley reserves unto itself the sole right to award contracts for the construction, erection, operation and maintenance of facilities in, upon, along, across, above, over and under all the streets, alleys and public ways as now laid out or dedicated, and all extensions thereof and additions thereto in the Township of Sewickley. Such facilities may include, without limitation, poles, wires, cables, underground conduits, manholes and other conductors and fixtures necessary for the construction, maintenance and operation in the Township of Sewickley of a community television and frequency modulation reception system for the interception, transmission and distribution of radio and television impulses in accordance with the laws of the United States of America.

§102. Compliance with Applicable Laws and Ordinances.

Any franchisee shall at all times during the life of this franchise be subject to all lawful exercise of the police powers of the Township of Sewickley and to such reasonable regulation as the Township of Sewickley shall hereinafter by resolution or ordinance provide.

§103. Terms; Cancellation or Revocation.

Any franchise awarded shall be by written Franchise Contract entered into between the Township of Sewickley and the franchisee. The terms of said Franchise Contract shall be binding and conclusive upon the parties thereto and shall include a grant of authority which may be revoked or cancelled by the Township of Sewickley only pursuant to the terms of the Franchise Contract.

§104. Liabilities and Applicable Law.

The Township of Sewickley shall in no manner be liable for payment of damages to any franchisee by reason of the cancellation or revocation for unsatisfactory performance of the franchise herein granted, whether such cancellation or revocation shall be by the Township of Sewickley for unsatisfactory performance or by the application of any law or Court decision, except as such liability may arise under the terms of the Franchise Contract. In the event that any franchise awarded by the Township of Sewickley shall be affected in any manner by laws enacted by the Commonwealth of Pennsylvania or the United States of America, such law shall

supersede the franchise granted herein and such franchise shall be subject to the applicable State or Federal Law; provided, however, that this provision shall not be construed to countenance an impairment of contract which would otherwise be protected from impairment by the laws or the constitutions of the Commonwealth of Pennsylvania or the United States.

§105. Franchise Awards.

- A. Pursuant to the Cable Communications Policy Act of 1984, the Cable Television Consumer Protection and Competition Act of 1992, and the Telecommunications Act of 1996, the regulations of the Federal Communications Commission and Pennsylvania law, the Township of Sewickley, by Ordinance No. 2010-4, adopted August 18, 2010, has awarded a nonexclusive franchise to Comcast of Pennsylvania and Comcast of Colorado/Pennsylvania/West Virginia, LLC (collectively "Comcast"), contract holders of franchises originally granted to TCI of Greensburg and Adelphia Cablevision Associates.

- B. Pursuant to the Cable Communications Policy Act of 1984, the Cable Television Consumer Protection and Competition Act of 1992, and the Telecommunications Act of 1996, the regulations of the Federal Communications Commission and Pennsylvania law, the Township of Sewickley, by Ordinance No. 2010-5, adopted August 18, 2010, has awarded a nonexclusive franchise to Yukon-Waltz Telephone Company, a Pennsylvania Corporation.