

## APPENDIX C

### FRANCHISES

Ord./Res.	Date	Description
8/1/1893		Consent is hereby given to The Electric Light, Heat & Power Company of Gettysburg (now Metropolitan Edison Company) to enter upon the streets, lanes and alleys of said Borough, to erect poles therein and string wires upon the same and such other appliances as may be necessary for the purpose of distributing electricity from the station of said Company to the persons or corporations including said Borough that may desire to use the same.
8/12/1896		Permission be granted to the Adams County Telephone Company (now United Telephone Company) to erect, put up and maintain in the streets and alleys of the Borough of Gettysburg, its necessary poles and wires for the purpose of operating a telephone line.
4/2/1901	4/4/1932	Permission be granted to the Pennsylvania Telephone Company to erect, put up and maintain in the streets and alleys of the Borough of Gettysburg, its necessary poles and wires for the purpose of operating a telephone line.  Same rights transferred to American Telephone and Telegraph Company.
7/5/1901		Permission is hereby given to the Borough Heat, Light and Power Company of Gettysburg, its successors and assigns (now Metropolitan Edison Company), to enter upon the streets, lanes and alleys of the said Borough, to erect poles thereon and string wires upon the same and such other appliances as may be necessary for the purpose of distributing electricity from the station of said Company to persons or corporations, including the said Borough, that may desire to use the same. Provided, however, that before this ordinance shall go into effect the said, the Borough Heat, Light and Power Company of Gettysburg, its successors or assigns, shall give a bond in the sum of \$5,000 with security satisfactory to the said Burgess and Town Council of the Borough of Gettysburg, to indemnify the said Borough against any damage or loss that may result in any way from the prosecution of their work and for the faithful performance of all of the conditions of this ordinance on the part of this Company, its successors or assigns to be performed.
7/15/1928		Permission be and is hereby granted unto the Gettysburg Gas Company, its successors and assigns (now Columbia Gas Company), to enter upon and occupy the streets, lanes, alleys, highways and other public places within said Borough of Gettysburg for the purpose of constructing, erecting, laying down, maintaining, inspecting, altering, repairing, replacing and enlarging pipes, conduits and other fixtures and appliances for conveying, supplying and distributing gas for light, heat and fuel purposes or any of them, to the public in said Borough and to such persons, partnerships and corporations residing therein or adjacent thereto as may desire the same.

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<b>Ord./Res.</b>	<b>Date</b>	<b>Description</b>
893-75 894-75	1/7/1975 2/12/1975	<p>In consideration of the faithful performance and observance of the conditions and reservations hereinafter specified, there is hereby granted to the Company (Gettysburg TV Cable, Inc.), its successors and assigns, the right to erect, maintain, and operate television transmission and distribution facilities, and additions thereto, in, under, over, along, across and upon the streets, lanes, avenues, sidewalks, alleys, bridges, and other public places in the Borough of Gettysburg, and subsequent additions thereto for the purpose of transmission and distribution of audio and visual impulses of television energy and other services including but not limited to cable television, closed circuit television and two-way communications so long as all such services are provided in accordance with the laws and regulations of the Federal Communications Commission, the State of Pennsylvania and the ordinances and regulations of the Borough of Gettysburg upon the stipulations and conditions hereinafter contained.</p> <p>1. Use of Existing Pole Line Facilities—There is hereby granted the further right, privilege and authority to the Company to lease, rent or in any other manner obtain the use of towers, poles, lines, cables and other equipment and facilities from any and all holders of public licenses and franchises within the limits of the Borough of Gettysburg, including the telephone and power company and to use such towers, poles, lines, cables and other equipment and facilities, subject to all existing and future ordinances and regulations of the municipality. The poles used for the Company's distribution system shall be those erected and maintained by the telephone and power company, when and where practicable, providing mutually satisfactory rental agreements can be entered into with said companies.</p> <p>2. Conditions on Street Occupancy and System Construction—</p> <p>A. There is hereby granted the further right, privilege and authority of Company to lease, rent or in any other manner obtain land or right-of-way to erect and maintain its own poles, as may be necessary for the proper construction and maintenance of the television distribution system, with the approval of locating poles by the Borough of Gettysburg.</p> <p>B. The Company's transmission and distribution system poles, wires and appurtenances shall be located, erected and maintained so as not to endanger or interfere with the lives of persons, or to interfere with new improvements this Borough may deem proper to make, or to unnecessarily hinder or obstruct the free use of the streets, alleys, bridges or other public property; removal of poles to avoid such interference will be at the Company's expense.</p> <p>C. Construction and maintenance of the transmission distribution system shall be in accordance with the provisions of the National Electrical Safety Code, prepared by the National Bureau of Standards, the national Electrical Code of the National Board of Fire Underwriters, and such applicable ordinances and regulations of the Borough of Gettysburg, affecting electrical installations, which may be presently in effect.</p>

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		<p>D. All installations of equipment shall be permanent of nature, durable and installed in accordance with good engineering practices and of sufficient height to comply with all existing Borough regulations, ordinances and State laws so as not to interfere in any manner with the right of the public or individual property owner, and shall not interfere with the travel and use of public places by the public and during the construction, repair or removal thereof, and shall not obstruct or impede traffic.</p>
		<p>E. In the maintenance and operation of its television transmission and distribution system in the streets, alleys and other public places, and in the course of any new construction or addition to its facilities, the Company shall proceed so as to cause the least possible inconvenience to the general public; any opening or obstruction in the streets or other public places made by the Company in the course of its operations shall be guarded and protected at all times by the placement of adequate barriers, fences or boardings, the bounds of which, during periods of dusk and darkness, shall be clearly designated by red warning lights. Any excavation or taking up of pavement, curbing or sidewalk shall be done only with the approval of the Borough, and shall be repaired by the Company.</p>
		<p>F. In the event the Borough shall relocate a street, raise or lower a bridge or make any other changes requiring the removal or utility installations, the Company at its sole expense shall remove or relocate its installations at said locations.</p>

3. Indemnification and Liability –

A. The Company shall indemnify, protect and save harmless the Borough from and against losses and physical damage to property, and bodily injury or death to persons, including payments made under any Workmen’s Compensation Law, which may arise out of or be caused by the erection, maintenance, presence, use or removal of said attachments on poles within the Borough or by any act of the Company, its agents or employees. The Company shall carry insurance, to protect the parties hereto from and against all claims, demands, actions, judgments, cost, expenses, and liabilities which may arise or result, directly or indirectly from or by reason of such loss, injury or damage. The amounts of such insurance against liability due to physical damages to property shall not be less than \$50,000 as to any one accident and not less than \$50,000 aggregate in any single policy year; and against liability due to bodily injury or to death of persons not less than \$100,000 as to any one person not less than \$300,000 as to any one accident. The Company shall also carry such insurance as it deems necessary to protect it from all claims under the Workmen’s Compensation Laws in effect that may be applicable to the Company. All insurance required by this ordinance shall be and remain in full force and effect for the entire life of this ordinance. Said policy or policies of insurance or a certified copy or copies thereof shall be deposited with and kept on file by the Borough Secretary. In addition, the Company shall indemnify the Borough and its officials and shall hold them and each of them harmless of and from any and all liability with respect to alleged copyright infringements, and with respect to the subject matter of any program transmitted by the Company.

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		<p>B. The Company shall furnish bond to the Borough in the amount of \$25,000 which shall remain in full force and effect throughout the term of this ordinance, and all renewals hereof, to guarantee removal of all wires, poles, cables, conductors, fixtures and attachments upon termination of this franchise ordinance or upon the discontinuance by the franchisee of the operation within the Borough of the community antenna television system permitted by this ordinance to be erected, operated and maintained.</p>
		<p>4. Prohibitions –</p> <p>A. Pay Television — The Company shall engage in the business of pay television, that is, the sale of programs on a program-by-program basis, only if permitted to do so under the Rules and Policies of the Federal Communications Commission and if authorized by the Borough of Gettysburg.</p> <p>B. Television Sales and Service — The Company and its employees shall not engage in the sale, service, rental or leasing of television receivers in the Borough of Gettysburg.</p> <p>C. Interference with Existing TV Reception — Installation shall be maintained so as not to interfere with TV reception already in existence.</p>
		<p>5. Rates to Customers — The Company's initial charge for installation of a single residential television connection shall not exceed \$15 and the monthly subscriber fee for the service provided shall not exceed \$6.50 per month, plus \$1.50 for each additional television set connected to the cable by the subscriber. The charge for transfers and reconnections for the service provided shall not exceed \$15. No change in the rates authorized in this section shall be made by the Company unless authorized by the Borough of Gettysburg after an appropriate public proceeding affording due process.</p>
		<p>6. Complaints — The Company agrees to maintain a local business office or agent for the purpose of investigating complaints promptly with respect to the quality of service, malfunctions of equipment and other pertinent matters relating to its operations. Wherever feasible, the Company shall investigate and adjust complaints within 24 hours of their receipt. For the convenience of subscribers, the Company shall maintain a toll-free telephone service so that requests of the subscribers may be reported at all times without cost.</p>
		<p>7. Compliance with Federal Regulations — The Company agrees to comply with all rules and regulations promulgated by the Federal Communications Commission modify or amend the provisions of Section 76.31 of its Rules and Regulations entitled, "Franchise Standards" such modification or amendment shall be incorporated into this ordinance within one year of adoption of the modification or amendment, or at the time of franchise renewal, whichever occurs first.</p>
		<p>8. Franchise Fee — The Company shall pay to the Borough of Gettysburg, as a franchise fee, a sum equal to 3% of the Company's gross subscriber revenues per year from cable television operations in the community based upon monthly service charges rendered but not based upon charges for connections, disconnections and other charges which are normally non-recurring in character. Said payments shall be made annually, and within 30 days after the end of the Company's fiscal year.</p>

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		<p>9. Effective Date and Duration; Renewal — The rights hereby granted shall become effective upon the passage of this ordinance and continue for a period of 10 years. This agreement shall be renewed and extended for a 10-year term subject to the conditions and covenants contained herein and based upon the approval by the Borough of Gettysburg after a public proceeding affording due process to determine the Company's eligibility to continue to operate in the manner described herein.</p>
		<p>10. Assignability— The Company shall not assign its rights hereunder without the prior consent of the Borough of Gettysburg, which consent shall not be unreasonably withheld.</p>

