

## CHAPTER 8

### FRANCHISES

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**Part 1**

**Electric**

**§1. Franchise to Pennsylvania Power and Light Company.**

Permission and consent be and the same is hereby granted to Pennsylvania Power and Light Company to construct, operate and maintain electric lines upon, along, across, over and under the public roads streets, highways and other public ways of the Borough of Bloomfield, including such poles, wires, crossarms, insulators, transformers, fixtures, conduits, manholes, cables and other structures, appliances and appurtenances as may be from time to time necessary for the proper and convenient transaction of the business of supplying light, heat and power, or any of them, by means of electricity to the public.<sup>1</sup>

(6/6/1939, §1)

**§2. Construction and Maintenance; Restoration of Disturbed Surfaces.**

Said lines shall be constructed and maintained in a workmanlike manner and the said Pennsylvania Power and Light Company shall promptly replace and promptly restore any sidewalk or street that may be disturbed in the doing of such work. The location of all poles hereafter erected shall be under the supervision of the Street Committee of the Borough.

(6/6/1939, §2)

**§3. Franchise Applicable to Successors.**

The permission and consent granted<sup>2</sup> shall extend to the said Pennsylvania Power and Light Company, its successors, assigns and lessees.

(6/6/1939, §3)

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<sup>1</sup> Section 4 of this provided that the ordinance take effect 30 days after a certified copy of the ordinances and the Company's acceptance of it were filed with the Pennsylvania Public Utility Commission; Section 5 repealed all inconsistent ordinances an parts of ordinances.

<sup>2</sup> By this ordinance, Sections 1 to 3 of this chapter.

**Part 2**

**Telephone**

**§11. Franchise to Perry County Telephone and Telegraph Company.** <sup>3</sup>

The Perry County Telephone and Telegraph Company, their successors and assigns, their agents, servants and employees are permitted to erect and maintain in the streets and alleys of the Borough of Bloomfield, Pa., and over or under the same line or lines and wires, with all the necessary and usual fixtures therefore, as may be necessary for the successful operation of a telephone and telegraph business. (10/5/1914, §1)

**§12. Placement and Maintenance of Poles and Fixtures; Nonexclusivity of Franchise.**

Said poles shall be reasonably straight and with fixtures so erected, shall be placed in a safe and substantial manner. Said Company to keep the poles in good condition at all times and to be located under the direction of the Street Committee and in such manner as not to obstruct said street or alleys in their ordinary and customary use. The streets and alleys to be used for the line shall be designated by the Council at the time of construction. Provided; that the same shall not be an exclusive right to the said Company; and provided further; that said Company shall not sell or transfer this franchise<sup>4</sup> without consent of the Borough Council. (10/5/1914, §2)

**§13. Liability for Damages; Company to Remove Poles Upon Request.**

The said Telephone and Telegraph Company in case of accident occurring by reason of said poles and wires shall be responsible for all damages arising therefrom, and upon request, if found necessary, shall remove poles to other places than those presently designated at the expense of said Company, or do such acts as from time to time as may prove advantageous or convenient to the public of the said Borough. (10/5/14, §3)

**§14. Public Utility Commission Powers Unaffected.**

It is hereby understood and agreed that neither the purpose no intent nor the obligation of this contract, <sup>5</sup> if and when approved by the Public Service Commission<sup>6</sup> of the Commonwealth of Pennsylvania, is such as to impair or in any affect the exercise by said Commission of any of the powers vested in it by the Public Service Company Law, approved July 26, 1913. <sup>7</sup> (Resolution, 1/4/1915, 2<sup>nd</sup> Clause)

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<sup>3</sup> This franchise is now vested in the United Telephone System.

<sup>4</sup> This franchise; Sections 11 to 13 of this chapter.

<sup>5</sup> This refers to the ordinance of 10/5/1914; Sections 11 to 13 of this chapter.

<sup>6</sup> The Public Service Commission was abolished and superseded by the Public Utility Commission (1937 P.L. 160)

<sup>7</sup> The Public Service Company Law was repealed and superseded by the Public Utility Law (1937 P.L. 1053). The introductory clause to this resolution stated that in regard to the ordinance, that such contract would have the words contained in the second clause, which clause would have the same effect as if incorporated into the ordinance; he last paragraph authorized and directed the Borough Secretary to certify a copy of the resolution to the Public Service Commission.

**Part 3**

**Cable Television**

**§31. Grant of Authority.**

There is hereby granted by the Borough Council of the Borough of Bloomfield to Bloomfield Cable Vision, hereby called the grantee, the right and privilege to construct, erect, operate and maintain in, upon, along, 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, cables, necessary wiring and other television conductors and fixtures necessary for the operation and maintenance in the Borough of Bloomfield of a CATV system for the interception, sale, and distribution of television and radio signal, so long as the same does not interfere with the safe use of said streets, alleys, public ways and public places and so long as prior approval for the erection and location of same is obtained from the Council of the Borough of Bloomfield. (Ord. 184, 4/4/1990, §1)

**§32. Location of Fixtures.**

Poles or other obstructions shall be so erected so as to not interfere with the traffic in the streets and alleys in the Borough and the erection and location of all poles or obstructions shall be fixed only with the prior written approval and under the supervision of the Borough of Bloomfield to such erection and location, giving consideration to the reasonable operation of the system and to the uses of the public; providing further that such erection and location shall not be a vested interest and the same shall be removed by the grantee whenever the same restricts or obstructs the use, operation or location of said streets, alleys and public ways as public places or at the written request of the Council of the Borough of Bloomfield, as in its discretion is deemed best. (Ord. 184, 4/3/1990, §2)

**§33. Permission for Affixing Cables.**

Permission is hereby granted to grantee to attach or to otherwise affix cables, lines or wire to the pole facilities of any consenting public utility company provided the grantee secures the permission and consent of any public utility company concerned and provided further that the grantee secures the permission and consent of the Borough Council of the Borough of Bloomfield whenever said cables, lines or wires follow a different route than those of the consenting public utility company. (Ord. 184, 4/3/1990, §3)

**§34. Maintenance of Fixtures.**

Grantee shall maintain all poles, lines, cables, necessary wiring\* and other apparatus in good and safe condition according to reasonable safety standards in the industry. (Ord. 184, 4/3/1990, §4)

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\* Ord. 184 reads as "writing"

**§35. Compliance with Applicable Laws and Ordinances.**

Grantee shall at all times during the duration of this franchise be subject to all lawful exercise of the police power of the Borough of Bloomfield, to all ordinances now in force or that may hereafter be enacted relative to the use of the streets, alleys or public places of the Borough and to such reasonable regulation as the Borough shall hereinafter provide.

(Ord. 184, 4/3/1990, §5)

**§36. Duration of the Franchise.**

The duration of the rights, privileges and authorities hereby granted shall be fifteen (15) years from the date of passage of this Part by the Borough Council of the Borough of Bloomfield; provided that the grantee shall have the option of extending this franchise an additional period of fifteen (15) years upon application by the grantee not later than six (6) months before the expiration date of the franchise and conditioned further upon review of the grantee's performance by the Council of the Borough of Bloomfield and its approval thereof. (Ord. 184, 4/3/1990, §6)

**§37. Type of Franchise and Transferability.**

The grant of franchise under this Part shall constitute a non-exclusive franchise or privilege to the grantee and any right, interest or privilege granted as a result of the passage of this Part to the grantee, shall not be assigned, transferred, or granted to any assignee or transferee without the prior written approval of the Council of the Borough of Bloomfield. (Ord. 184, 4/3/1990, §7)

**§38. Rates.**

The initial rates charged by the grantee to subscriber shall be as follows:

- A. \$11.25 per month per dwelling unit with one (1) attachment, plus an installation fee of \$20.00 per dwelling unit.
- B. \$12.75 per month per dwelling unit with two (2) or more attachments, plus an additional installation fee of \$20.00 and an additional installation fee of \$15.00 per attachment after the first attachment within the dwelling unit.
- C. Splitter fee shall be \$15.00.
- D. Reconnect fee shall be \$15.00.
- E. Movie Channel installation shall be \$20.00 plus \$9.95 per month per dwelling unit in addition to the basic rate and any splitter fees.
- F. No rate or installation charge shall be charged schools, churches, firehouse, and public buildings.

(Ord. 184, 4/3/1990, §8)

**§39. Indemnification.**

The grantee shall indemnify and save harmless the Borough of Bloomfield from and against any and all losses, damages, suits, claims, charges, costs and expenses, including counsel fees, which the Borough may suffer, sustain or in any way be subjected to, resulting from or arising out of the construction, maintenance and operation of the said cable system or other apparatus.

(Ord. 184, 4/3/1990, §9)

**§40. Standards of Service.**

1. Render efficient service, make repairs promptly, and interrupt service only for good cause, and for the shortest time possible; said interruption, insofar as possible, to be preceded by notice and shall occur during periods of minimum use of the system.
2. Promptly investigate and resolve complaints regarding the quality of service, equipment malfunctions and similar matters within twenty-four (24) hours of receipt and shall maintain a toll free business telephone for the receipt of complaints and requests for repairs or adjustments.
3. The Council of the Borough of Bloomfield hereby designates its Secretary to assist grantee in receiving complaints by subscriber regarding the quality of service, equipment malfunctions and similar matters, who shall promptly notify grantee of any complaints received.

(Ord. 184, 4/3/1990, §10)

**§41. Right of Revocation.**

1. The Council of the Borough of Bloomfield shall have the right to rescind or revoke the rights herein granted upon any substantial violation by the grantee of any of the obligations and requirements contained herein after written notice to the grantee and continuation of the violation, failure or default by grantee.
2. Such written notice to the grantee shall specify precisely the manner in which the grantee is in violation, failure or default with respect to the franchise.
3. The notice shall give the grantee a specified, reasonable amount of time within which time to correct the violation, failure or default, but, in no event shall the time period be less than thirty (30) days from the date of receipt of the notice to the grantee.

(Ord. 184, 4/3/1990, §11)

**§42. Separability.**

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

(Ord. 184, 4/3/1990, §12)

**§43. Regulatory Action.**

The performance by the grantee hereunder shall be subject to any limitations, restrictions or requirements imposed by law, rules and orders of the Federal Communications Commission, or any other governmental agency, board, commission or authority of any kind.

(Ord. 184, 4/3/1990, §13)