

ORDINANCE NO. 1-2018

AN ORDINANCE OF THE TOWNSHIP OF SCHUYLKILL, COUNTY OF SCHUYLKILL, COMMONWEALTH OF PENNSYLVANIA, GRANTING A NON-EXCLUSIVE CABLE FRANCHISE TO ATLANTIC BROADBAND (PENN), LLC, TO OPERATE AND MAINTAIN A CABLE TELEVISION SYSTEM WITHIN THE TOWNSHIP; ESTABLISHING RULES AND REGULATIONS FOR THE GRANT OF THE NON-EXCLUSIVE FRANCHISE; SETTING FORTH CONDITIONS ACCOMPANYING THE GRANT OF SAID FRANCHISE; PROVIDING FOR THE REGULATION AND USE OF THE SYSTEM; AND PROVIDING FOR PAYMENT OF COMPENSATION AND FEES TO THE TOWNSHIP FOR THE COMPANY'S OPERATIONAL SYSTEM WITHIN ITS MUNICIPAL BOUNDARIES; AND PROVIDING FOR REMEDIES FOR VIOLATION AND/OR BREACH OF SAID CABLE FRANCHISE AGREEMENT.

WHEREAS, Atlantic Broadband (Penn), LLC, has proposed a Cable Franchise Agreement with the Township of Schuylkill, to operate a Non-Exclusive Franchise to construct, use, operate, own, and maintain a cable system subject to all applicable local, state, and federal laws and regulations for a period of ten (10) years; and,

WHEREAS, the Township has determined that the Company has the records of financial, legal, and technical capability to fulfill its obligations under the Franchise Agreement as presented and that its operation of the cable system is reasonable to meet the municipality's current and future cable-related community interest and needs; and,

WHEREAS, by virtue of the authority granted by the Second Class Township Code, the Schuylkill Township Board of Supervisors does hereby adopt, by Ordinance, the attached Non-Exclusive Franchise Agreement.

NOW THEREFORE, be it ordained and it is hereby ordained by the Township of Schuylkill, under and pursuant to the authority granted to the same by the laws of the Commonwealth of Pennsylvania, that:

1. Atlantic Broadband (Penn), LLC, is hereby granted a Non-Exclusive Franchise Agreement to construct, use, operate, own, and maintain a cable system within municipal boundaries subject to all applicable local, state, and federal laws and regulations, as well as specifically subject to all terms, conditions, provisions, promises, and covenants as set forth in the Cable Franchise Agreement being approved hereby.

2. The Agreement as approved and adopted shall be non-exclusive and the municipality remains open to entertain other cable franchise offers.


3. As a condition precedent, Atlantic Broadband (Penn), LLC shall reimburse the Township of Schuylkill for all costs incurred to properly and duly advertise this Ordinance and the adoption of the Agreement hereunder, which costs shall include reasonable fees by the


Township Solicitor for preparation; legal advertising; and any other related costs in having the Ordinance moved to adoption.

4. The Non-Exclusive Franchise Agreement as approved and adopted shall become effective immediately following its adoption by the Schuylkill Township Board of Supervisors at a duly advertised and duly convened public hearing as mandated by the Second Class Township Code.

ENACTED and ORDAINED this 7th day of May, 2018, in regular session and duly advertised.

TOWNSHIP OF SCHUYLKILL

By 
Charles Fayash

By 
Charles Hosler

By 
Frank Fabrizio

Attest:


Secretary



January 30, 2018

Schuylkill Township
Ms. Colleen Barrett, Secretary
75 Walnut Street
PO Box 405
Mary-D, PA 17952

Dear Ms. Barrett:

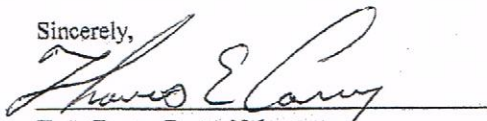
During the term of the Cable Franchise Agreement (the "Agreement") between the Township of Schuylkill ("Municipality") and Atlantic Broadband (Penn), LLC ("Atlantic Broadband") dated

5/7, 2018, Atlantic Broadband shall continue to provide four (4) complimentary residential level cable modem internet access service with a speed of 9 Mbps downstream and 1 Mbps upstream to the following Permitted Free Location (as defined in Section 3(e) of the Agreement). Those locations will be 75 Walnut Street in the Township Building, Mine Street at the Brockton Fire Company, 301 Mulberry Street at the Tuscarora Fire Company and 85 Walnut Street At the Mary-D Fire Company. No charge shall be made for the service except that Atlantic Broadband may charge for installation if the location is requested to be moved to another Permitted Free Location and/or that location is beyond One Hundred and Twenty-Five (125) feet aerial distance from the cable plant. Atlantic Broadband may also charge for service related issues caused by the networking of this service beyond the approved networking standards. Should the Municipality desire to utilize Atlantic Broadband's Business Internet Service at such Permitted Free Location as its designated one (1) complimentary internet access service, then Atlantic Broadband will credit the Municipality with the residential level cable modem internet access equivalent portion of the Municipality's recurring monthly charge.

For the courtesy internet service as described herein, the Municipality understands that any required upgrade of internet service will be at the sole cost of the Municipality, at Atlantic Broadband's then standard retail rates. Such upgrades may include, but not be limited to, static IP addresses and increased internet speeds that require other services offered by Atlantic Broadband, including Atlantic Broadband's Business Internet Services. Use of the courtesy internet service shall be in accordance with Atlantic Broadband's standard terms and conditions, including its acceptable use policy, which can be found at www.atlanticbb.com. This letter shall become effective upon the Effective Date of the Agreement and shall run concurrently with the Agreement.

If you have any questions, please do not hesitate to contact me.

Sincerely,


Tom Carey, General Manager
Atlantic Broadband (Penn), LLC


Agreed to on Behalf of the Township of Schuylkill:

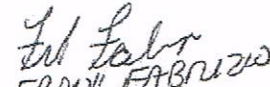
Signature: 

Print: Charles J. Fayash

Title: Chairman

Date: February 28, 2018


Charles Hosler
Vice Chairman


FRANK FABRIZIO
SUPERVISOR

607.786.8800 www.atlanticbb.com