

CHAPTER 11
LICENSES AND BUSINESS REGULATIONS
ARTICLE 1
JUNK YARDS

§11-101. Purpose

The purpose of this Article is to regulate the establishment and maintenance of junk yards, including, but not limited to, automobile junk or graveyard, providing for licensing of junk yards and automobile junk or graveyards, establishing minimum requirements for the establishment or maintenance of a junk yard, automobile junk yard or graveyard, providing for inspection by the Township Supervisors and prescribing penalties for violation.

Ord. No. 1-1960, 9/8/60

§11-102. Definitions

The following words and phrases when used in this Article shall have the meanings ascribed to them in this Section except in those instances where the content clearly indicate a different meaning.

- A. **Association:** any unincorporated enterprise owned or conducted by two (2) or more persons.
- B. **Automobile Graveyard:** any premises used for the collection, storage, converting into scrap or junk, salvaging of parts, resale of parts of any junked automobile.
- C. **Calendar Day:** a period of twenty-four (24) hours measured from midnight to midnight of any day.
- D. **Corporation:** any organization either for profit or non-profit organized under the laws of this Commonwealth, the United States or any other state, territory or foreign country.
- E. **Junk Yard:** any premises used for the collection, storage, processing and the sale of junk or the collection, storage, processing and sale of scrap metal.
- F. **Junked Automobiles:** any automobile, truck or other vehicle not in complete working order without current registration plates being held for the purpose of dismantling and disposing of the same in the form of scrap or junk, or for the sale of used parts therefrom. Junk or scrap shall mean any material not ordinarily disposed of as rubbish or refuse usually in the

form of salvageable material. However, this term shall not include any garbage, organic waste or other material having no salvage value.

- G. **Person:** every natural person, association or corporation whenever used in any clause prescribing or imposing a fine or penalty of imprisonment in default thereof, the term as applied to any association shall mean any member thereof, and as applied to any corporation shall mean the officers thereof.

Ord. No. 1-1960, 9/8/60

§11-103. Exceptions

The provisions of this Article shall not apply to any person making a casual sale of scrap metal off his premises, nor to isolated transactions of persons disposing in whole or by parts of any automobile or machinery which he had held for his own use or in his business.

Ord. No. 1-1960, 9/8/60

§11-104. General Provisions

- A. **Licensing:** From and after the effective date of this Article it shall be unlawful for any person, association or corporation to establish or maintain any junk yard, scrap yard or automobile graveyard within the geographical limits of Oakland Township without having first obtained from the Board of the Township Supervisors, a license for the establishment and maintenance of a junk yard, scrap yard or automobile graveyard.

Ord. No. 1-1960, 9/8/60

- B. **Application:** Application for the license provided for herein, shall be made in writing and addressed to the Secretary of the Board of Township Supervisors and shall set forth the name and address of the person, association or corporation seeking the license, a sketch of the premises sought to be licensed showing the extent to which said premises will be utilized for the conduct of said business. The type of business to be conducted on the premises, whether junk yard or automobile graveyard and a brief description of the surrounding neighborhood, whether residential, commercial, industrial or agricultural.

Ord. No. 1-1960, 9/8/60

- C. **Inspection:** Upon receipt of any application for license, the Board of Supervisors shall inspect the premises to determine whether or not said premises is suitable for the type of enterprise sought to be established or maintained, to determine whether or not the establishment of such enterprise would in any way affect the health or welfare of the residents in the locality, whether or not the establishment of such enterprise would adversely affect property values in the locality, or whether or not the

establishment of such an enterprise would have any tendency to create a public nuisance.

Ord. No. 1-1960, 9/8/60

D. Public Hearing: The Township Supervisors shall hold a public hearing before issuing a license for any premises which prior to the effective date of this Article had not been used as a junk yard, scrap yard or automobile graveyard. Upon receipt of any application for a license for any such premises, the Supervisors shall give public notice by advertisement in a newspaper of general circulation of the date, time and place said hearing is to be held. Such notice shall further set forth the name of the person seeking the license, a brief description of the location of the premises sought to be licensed, and the type of business sought to be licensed. Said hearing shall be held not later than twenty (20) days from the date of filing of said application, and within five (5) days after said hearing the Board of Supervisors shall issue a license or refuse to issue a license. In case said license is refused, the Board of Supervisors shall notify the applicant in writing setting forth their reasons for refusal to issue a license. All applications for license requiring a public hearing shall be accompanied by a filing fee established by the Board of Supervisors in addition to the license fee hereinafter provided.

Ord. No. 1-1960, 9/8/60

E. Fees: The fee for said license shall be set by the Board of Supervisors for each and every calendar year, and such fee to be for the use of the Township, such license shall be renewed annually on or before the first day of January of each year. Provided in any case where a license shall be issued on or after the first day of July in any year, the license fee for the remainder of such year shall be at one-half the yearly rate.

Ord. No. 1-1960, 9/8/60

F. Transfer: No person, association or corporation licensed under this Article shall, by virtue of one license, establish or maintain more than one place of business in the Township of Oakland, nor shall any license issued under this Article be transferable from one person, association or corporation to another person, association or corporation except when the ownership of the premises shall change, in which case, the new owner shall apply for the transfer of such license and pay a transfer fee set by the Board of Supervisors.

Ord. No. 1-1960, 9/8/60

§11-105. Inspection

The Board of Supervisors may at any reasonable time, enter upon any premises licensed under this Article, for the purpose of inspection and the Board of Supervisors

may revoke, cancel or suspend any license issued under this Article when they find that said premises are not maintained in accordance with the requirements in Section 11-106.

§11-106. Regulations

- A. Such premises shall at all times, be maintained so as not to constitute a nuisance or a menace to the health of the community or residents nearby, or become a breeding place for rodents and vermin.
- B. No garbage or other organic waste, no paper, rubbish, rags or other flammable articles shall be stored on such premises.
- C. The manner of storage or arrangement of junk or junked automobiles and the drainage facilities of the premises shall be such as to prevent the accumulation of stagnant water upon the premises and to facilitate access for firefighting purposes.
- D. Such premises shall not be opened for business, nor shall any work be done thereon, in connection with the storage, processing, transporting or removal of junk or junked automobiles at any time on the first day of the week commonly called Sunday, nor on any other day of the week before 7:00 a.m., or after 9:00 o'clock p.m. Eastern Standard Time.
- E. All unsalvageable materials and waste such as upholstering, tires, tubes and any other combustible materials usually disposed of by burning shall be disposed of between the hours of 7:00 a.m. and 12:00 noon, and no burning of said materials shall be permitted on any premises licensed under this Article except between the hours herein specified.
- F. No junk yard or automobile graveyard shall be established within five hundred feet (500') of the public highway or five hundred feet (500') from any dwelling, excepting however any dwelling owned by the licensed operator of said junk yard or automobile graveyard or by his lessor and constituting a part of the premises. The provision of this Section relative to setback lines from highways shall not apply to any premises where due to the natural terrain or other barriers the operation of the business would not be visible from the highway. Provided further, that the provisions of this Section shall not apply to any junk yard, scrap yard or automobile graveyard doing business in Oakland Township prior to September 8, 1960.
- G. All junk yards and automobile graveyards licensed hereinunder shall be adequately fenced and if visible from the public highway, shall be screened with trees or shrubbery or a barrier to adequately conceal said junk yard or automobile graveyard from the passing public.

H. It shall be unlawful for any person to store any scrap or junked automobile or parts of abandoned or junked automobiles on private or public property within the geographical boundaries of Oakland Township, Butler County, Pennsylvania, for any portion of a calendar day. Provided however, that the provisions of this Paragraph shall not be construed to apply to any person who has stored upon his premises one motor vehicle.

Ord. No. 1-1960, 9/8/60, as amended by Ord. No. 1-73, 12/26/73 and Ord. No. 1-1980, 7/7/80.

§11-107. Violations and Penalties

Any persons upon, a summary conviction before a District Magistrate, violating any of the provisions of this Article, shall for the first offense, be sentenced to pay a fine of not less than \$50.00 nor more than \$200.00; and for each and every subsequent offense shall be ordered to pay a fine of not less than \$200.00 nor more than \$400.00; and in default thereof for a first or subsequent offense, shall undergo imprisonment for not less than five (5) nor more than thirty (30) days.

Ord. No. 1-1960, 9/8/60

CHAPTER 11
ARTICLE 2
CABLE TELEVISION SYSTEM ORDINANCE

§11-101. Definitions:

For the purposes of this Agreement, each of the following terms shall have the meaning ascribed below. When not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular number and words in the singular number include the plural number. The word “shall” is always mandatory and not merely directory.

- A. **“Board of Supervisors”** shall mean the present governing body of the Township or any future board constituting the legislative body of the Township.
- B. **“Cable Television System”** or **“System”** means a system of poles, wires, cables, fibers, lines, underground conduits, converters, equipment appliances and/or facilities designed, constructed or used for the purpose of producing, receiving, amplifying, transmitting and distributing radio and television impulses and energy and other information or matter to customers of the Grantee within the Township.
- C. **“Grantee”** shall mean the person, the firm or the corporation to whom or to which a franchise under this Agreement and the Township Ordinance is granted by the Board of Supervisors and the lawful successor and assignee of such person, firm or corporation, Currently Armstrong Utilities, Inc., a Pennsylvania corporation, duly authorized to conduct business in the Commonwealth of Pennsylvania, with principal offices located at One Armstrong Place, Butler, Pennsylvania, 16001, (the “grantee”).
- D. **“Gross Annual Receipts”** shall mean any and all compensation in the form of gross rental, received directly or indirectly from subscribers or users in payment for cable television system services received within the Township. Gross annual receipts shall not include convertor, remote control rental fees or installation charges nor shall gross annual receipts include any taxes on services furnished by the Grantee imposed directly on any subscriber or user by any city, state or other governmental unit and collected by the Grantee for such governmental unit.
- E. **“Township”** shall mean Oakland Township, Butler County, Pennsylvania.

§11-102. Grant

- A. In consideration of the within undertakings by the Grantee, the Township agrees that the Grantee shall have, and hereby confirms and grants unto the Grantee, the right, license and privilege to construct and reconstruct, to install, maintain, repair, replace and remove, and solicit and sell to customers, subscribers, users and advertisements for, and otherwise to own, promote and operate, a cable television system within the Township.
- B. The right, license and privilege hereby granted shall not be exclusive, and the Township reserves the right to grant a similar franchise to any person at any time.
- C. The right, license and privilege herein granted and confirmed shall be deemed to include a continuing right to enter upon and to use and occupy the surface, subsurface and space above any public streets, lanes, alleys, paths, ways, bridges and viaducts within the Township, when and to the extent necessary to carry out the intent and purposes of this Agreement, subject, however, to limitations and qualifications herein contained.
- D. In exercising the right, license and privilege granted and confirmed hereby, the Grantee shall be and remain subject to and shall comply with all federal, state and local laws, rules and regulations applicable to it in the conduct of the activities contemplated hereby.

Ord. No. 90-02, 11/5/90

§11-103. Construction and Maintenance Activities

- A. In cases where existing poles or other structures, conduits or other facilities owned or leased by public utilities or other third parties having the right to permit attachment thereto or location therein or thereon of the system by the Grantee are not available or are impractical for that purpose, then the proposed means of attachment, construction or conduit shall be submitted to the Township Engineer or Chairman of Township Supervisors or designated person by drawings, plans and explanatory addenda at least thirty (30) days before such proposed attachment, installation or construction, and shall be subject to his approval in writing before commencement of such attachment, installation or construction, and such approval shall not be unreasonably withheld and the Township Engineer or Chairman of Township Supervisors or designated person shall advise the Grantee of its determination within twenty (20) days after receipt of the Grantee's proposed means of attachment, construction or conduit.

Ord. No. 90-02, 11/5/90

§11-104. Conditions on Use and Occupancy of Streets

- A. Use: Pole attachments and the construction, installation, repair and replacement of basic system hardware and the operation and removal of the system and all parts thereof by the Grantee within the Township shall be conducted in such manner as to cause minimum interference with the proposed use of streets, lanes, alleys, bridges and viaducts and other public places, and to cause minimum interference with the rights or reasonable convenience of the property owners, tenants, or occupants who adjoin any of said streets, lanes, alleys, bridges, viaducts and other public places.
- B. Restoration: In the event of any disturbance caused by the Grantee's activities hereunder to the pavement, sidewalk, driveway or other surfacing as to which the Township is responsible, the Grantee, at its own cost and expense, shall replace and restore all such paving, sidewalk, driveway or surface so disturbed in a good and workmanlike manner and to as functionally sound a condition as before said activities were commenced, and shall be completed within sixty (60) days of the disturbance or such longer period as may be approved by the Board of Supervisors. All such replacement and restoration by the Grantee shall be subject to the approval of the Township Engineer or designated person and such approval shall not be unreasonably withheld.
- C. Relocation: In the event that, at any time during the existence of the withheld right, license and privilege in the Grantee, the Township elects to alter or change the grade, alignment or paved width of any street, lane, alley, bridge or viaduct or other public way, the Grantee, upon notice by the Township, at its own expense, shall remove and relocate any affected part of the system within thirty (30) days of the date of notice or such reasonable extension thereof as may be granted by the Township Representative considering the circumstances of the case.
- D. Placement of Fixtures: The Grantee shall not place the system or any part thereof where the same will interfere with any gas, electric, telephone or telegraph line or fixture, water hydrant or main, nor in such manner as would interfere with the usual travel on the streets, lanes, alleys, bridges and viaducts and other public places of the Township.
- E. Temporary Removal: Upon the request of any person, firm or corporation holding a moving permit issued by the Township or other governmental regulatory agency having jurisdiction of the matter, by which permit any building or buildings, large pieces of equipment or structural materials or the like are to be moved from place to place, the Grantee shall temporarily raise or lower its system as and to the extent necessary to permit the moving of such buildings, equipment, structural

materials and the like, provided the expense of such temporary raising or lowering of the system or any part thereof shall have been paid or tendered by the person, firm or corporation requesting the same. The Grantee shall be given not less than ten (10) days advance notice to arrange for such temporary changes to its system.

- F. Protective Barriers: Any opening or obstruction in the streets or other public ways made by the Grantee in the course of the installation, operation, maintenance or removal of equipment, structures, facilities, apparatus and appurtenances shall be guarded and protected at all times by the placement of adequate barriers, fences or boarding or as otherwise directed by the Township Representative. When it is deemed necessary by the Township, the Grantee shall install steel plates to allow a public way to remain usable while openings or obstructions exist.
- G. Tree Trimming: The Grantee shall have the authority to trim trees which are located on or which overhang streets, alleys, sidewalks and public places of the Township to the extent that such trimming activities are minor in nature or required to be performed without delay due to the risk of danger to personal or property damage arising by reason of the location of such trees. The Grantee shall have the authority to perform all other tree trimming activities only with the prior approval of the Township and such approval shall not be unreasonably withheld. All trimming shall be at the expense of the Grantee.
- H. Underground Requirements: In such sections, if any, of the Township in which all cables, wires and other like facilities of public utilities are required to be and are placed underground, the Grantee shall place its cables, wire and other like facilities underground.
- I. Moving of System for Traffic, Safety, or Other Utilities: The Grantee shall, at its expense, protect, support, temporarily disconnect, relocate in the same street or other streets or remove from the street any property of the Grantee when required by the Township by reason of traffic conditions, public safety, street vacation, freeway and street construction, change or establishment of street grade, installation of sewers, drains, gas or water pipes, power lines, signal lines and tracks and other types of improvements by the Township or public agencies.
- J. Inspection: The Township shall have the right to inspect all pole attachments, installation, construction, repair and replacement of basic system in hardware, and the removal of the system or any part thereof to insure compliance with this Article.

Ord. No. 90-02, 11/5/90

§11-105. Fees and Reports

- A. In consideration of the right, license and privilege granted hereby and in order to defray any costs and expenses of the Township in connection with the execution, delivery, performance and administration of this Agreement, the Grantee shall pay to the Township, quarterly (March 31, June 30, September 30, and December 31) an amount equal to five percent (5%) of the gross annual receipts of the Grantee. The Township reserves the right, during the term of this Agreement, to increase the annual fee upon ninety (90) days written notice to the Grantee. Any such increase shall comply with all Federal and State laws and all Federal and State regulations.
- B. Not later than sixty (60) days after the close of each fiscal year of the Grantee during the term of this Agreement, the Grantee shall file with the Township Representative a written report, certified by the Grantee's chief accounting officer, setting forth the amount of basic subscriber service receipts and premium subscriber service receipts paid to the Grantee during such fiscal year.
- C. The Township shall have the right to inspect and audit the Grantee's records from which the payments hereunder are computed and to recompute the amount of such payments to correct errors in the computation and reporting of same.

Ord. No. 90-02, 11/5/90

§11-106. Safety Measures

- A. Construction and maintenance of the system shall be in accordance with the provisions of the National Electric Safety Code of the National Board of Fire Underwriters, and such other applicable laws of the Commonwealth of Pennsylvania, County of Butler, and regulations of the Township which may be lawfully in effect from time to time.
- B. All structures, lines, equipment and connections in, over, under and upon the streets of the Township, wherever situated or located, shall at all times be kept and maintained in a safe, suitable condition and in good order and repair.

Ord. No. 90-02, 11/5/90

§11-107. Voluntary Subscriptions:

All subscriptions for services under any Franchise shall be on a voluntary basis, and may be terminated at any time by the customer.

Ord. No. 90-02, 11/5/90

§11-108. System Services:

- A. The Grantee, at all times, shall provide all subscriber service as and to the extent required to be provided by applicable federal and state rules and regulations from time to time in effect.
- B. If Grantee operates a Citizens Awareness Channel, or similar programming option, it shall post free of charge any notices properly submitted by the Board of Supervisors.
- C. Additional services may, at the sole discretion of the Grantee, be provided by the Grantee, including services for which a per-program, per-service or per-channel charge is made consistent with applicable federal and state rules and regulations.

Ord. No. 90-02, 11/5/90

§11-109. Operation and Maintenance of System:

Grantee shall make reasonable efforts to assess subscriber needs and viewing preferences. If any existing service becomes unavailable, or the Grantee decides to discontinue a service, Grantee shall endeavor to provide substitute programming. Grantee may combine programming into composite channels to improve efficiency of channel utilization or to attract a larger viewing audience.

Ord. No. 90-02, 11/5/90

§11-110. Service Standards

- A. The Grantee will investigate and resolve all subscriber complaints regarding the quality of service, equipment malfunctions and similar matters expeditiously and in accordance with the following procedure:
 - 1. The Grantee shall have qualified personnel available during normal working hours to investigate and resolve subscriber complaints;
 - 2. Upon notification of a service complaint, the Grantee shall dispatch a qualified employee to investigate the complaint and adjust, repair or replace Grantee equipment as necessary to resolve the complaint. The Grantee shall not be responsible for malfunctions of any television receivers or other equipment owned or operated by any subscriber;
 - 3. All complaints shall be investigated and resolved within twenty-four (24) hours after initial notification to the Grantee (absent unusual circumstances); and
 - 4. The Grantee shall maintain a service log in which an entry shall be made of each complaint, the date of notification thereof, the nature of the complaint and the means by which it was resolved.
- B. In the construction, maintenance and operation of the system, the Grantee shall, at a minimum, at all times, fully comply with technical standards which have been or which hereafter may be adopted by the Federal Communications Commission, including (without limitations), if

applicable, requirements relating to channel capacity, bandwidth and periodic testing. Further, should any federal, state or local governmental unit with jurisdiction establish technical standards that exceed those of the Federal Communications Commission, the Grantee will comply therewith when and to the extent required by such governmental unit, unless to require the Grantee to do so would be held invalid by the Federal Communications Commission or a court of administrative tribunal of competent jurisdiction. The technical quality of the service provided by the Grantee shall be sufficient to provide subscribers with uniformly high quality television reception. The Grantee shall maintain the system in good repair and working order at all times.

Ord. No. 90-02, 11/5/90

§11-111. Subscriber Rates and Charges

- A. Installation charges, monthly service rates and any other rates charged by Grantee to its subscribers shall not be regulated under this Franchise.
- B. The Grantee shall offer the services of the system within the Township on terms and conditions which are uniform and nondiscriminatory to the fullest extent practicable.
- C. The rates and charges for all system services (specifically including, but not limited to, any additional service provided pursuant to Section 11-108, or any connection, maintenance or similar service) and equipment shall be subject to adjustment from time to time, at the sole discretion of the Grantee.

Ord. No. 90-02, 11/5/90

§11-112. Discrimination Practices Prohibited:

The Grantee shall not, as to rates, charges, service, service facilities, rules, regulations, or in any other respect, make or grant unlawful undue preference or advantage to any person, nor subject any persons to any unlawful prejudice or disadvantage, provided that nothing in this Franchise shall be deemed to prohibit the establishment of a graduated scale of charges and classified rate schedules to which any customer coming within such classification would be entitled. Connection and/or service charges may be waived or modified during promotional campaigns of the Grantee.

Ord. No. 90-02, 11/5/90

§11-113. Insurance:

- A. The Grantee shall, at all times during the term of this Agreement, maintain in full force and effect, at its own cost and expense, a general comprehensive liability insurance policy protecting its representatives, officials and employees, against liability for loss or damage for personal injury, death and property damage, occasioned by the operations of the Grantee under this Agreement with minimum liability limits of:

1. One Million Dollars (\$1,000,000.00) for personal injury or death of any one person, and
 2. One Million Dollars (\$1,000,000.00) for personal injury or death of two (2) or more persons in any one occurrence, and
- B. Such policy of insurance, and any certificate evidencing same, shall name the Township, its representatives, officials and employees as additional insureds and shall also provide that thirty (30) days prior written notice of intention not to renew, cancellation or material change, be given to the Township.

Ord. No. 90-02, 11/5/90

§11-114. Effective Date and Term of Franchise:

The right and privilege herein granted shall take effect and be in force from and after November 5, 1990, and shall continue in force and effect for a period of ten (10) years, with a five (5) year renewal. Upon the expiration of said period, and provided that the Grantee has complied with the terms and conditions hereof, the grant and provisions hereof shall be renewed under the provisions of the Cable Communications Act of 1984, Section 626.

Ord. No. 90-02, 11/5/90

§11-115. Federal Regulation:

In the event and to the extent that the terms and provisions hereof shall be superseded and preempted by or become inconsistent with state law or federal law (including rules and regulations promulgated by the Federal Communications Commissions), then and in each such event, it shall be the right of each party hereto to take such action (including the execution and delivery of written instruments and the adoption of ordinances and resolutions) within sixty (60) days after such event as shall be reasonably necessary and may be reasonably requested to so amend or modify in writing this Article and to preserve the written contract for rights and benefits of the Grantee and fulfill the intent and purposes of this Article.

Ord. No. 90-02, 11/5/90

§11-116. Separability:

Subject to the provisions of Section 11-115 hereof, if any section, subsection, sentence, clause, phrase or portion of this Agreement is for any reason held invalid or unconstitutional by any court or administrative tribunal of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions hereof.

Ord. No. 90-02, 11/5/90

§11-117. Interpretation:

Notwithstanding any provision of this Agreement to the contrary, the Township agrees that in the event of any ambiguity with respect to the terms and conditions of this

franchise, or dispute as to meaning, the Township shall, in conjunction with the Grantee, make a good faith effort to establish the meaning of such term of condition in a manner consistent with the parties' original intent of the language.

Ord. No. 90-02, 11/5/90

§11-118. Conflict of Interest:

The Grantee shall not engage in the business of selling, leasing or repairing television or radio receivers in connection with the operation of its cable television system; nor shall the Grantee and its employees require or attempt to direct its subscribers to deal with any particular firm or person engaged in such business.

Ord. No. 90-02, 11/5/90

§11-119. Grantee's Inability to Perform:

In the event Grantee's performance of any of the terms, conditions, obligations or requirements of this Franchise Agreement is prevented or impaired due to any cause beyond its control or not foreseeable, such inability to perform shall be deemed to be excused and no penalties or sanctions shall be imposed as a result thereof, provided Grantee has notified the Township in writing within thirty (30) days of its discovery of the occurrence of such an event. This Section shall not be construed to relieve Grantee of the obligation for adjustments contained in Section 11-110. Such causes beyond Grantee's control or not foreseeable shall include, but shall not be limited to, acts of God, civil emergencies, and possible labor unrest or strikes including by telephone or power company owners of said poles.

Ord. No. 90-02, 11/5/90

§ 220. Favored Nations:

In the event the Township enters into a Franchise, permit, license, authorization or any other agreement of any kind with any other person or entity other than the Grantee for the purpose of constructing or operating a cable system or providing Cable Service to any part of the Franchise Area, and such Franchise, permit, license, authorization, or agreement contains terms which are more favorable than this Agreement, Grantee may request that the Township Supervisors amend this Agreement, so as to give the Grantee the benefit of any such more favorable terms. The Township shall rule on such request using its reasonable discretion.

Ord. No. 90-02, 11/5/90

§ 221. Binding Effect:

This Agreement shall bind and inure to the benefit of the Township and the Grantee, and their respective successors and assigns; provided, however, that without the written consent of the Township, which consent shall not be unreasonably withheld or delayed, the Grantee shall not assign the right, license or privilege herein granted to any person, firm or corporation other than a person, firm or corporation affiliated with it. The terms and provision of this Agreement may not be amended or modified, by ordinance or otherwise, except as agreed upon in writing by both parties hereto.

Ord. No. 90-02, 11/5/90

