

CHAPTER 13

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Part 1  
Transient Retail Business

§101. Statement of Intent. It shall be unlawful for any person, firm, or corporation to engage in the soliciting, selling, purchasing, or peddling of goods or services from house to house and on public streets and highways in the Township of Bradford except in accordance with the provisions of this Part. (Ord. 8/22/66, 8/22/1966, §1)

§102. Definitions. The words "soliciting", "selling", "purchasing", or "peddling" as used in this Part shall mean and include selling, offering for sale, or soliciting orders for any goods, wares, merchandise, or services upon any of the streets and highways in the Township of Bradford or from house to house. The words "seller", "solicitor", "purchase", or "peddler" as used in this Part shall mean and include any person, firm or corporation engaging in or desiring to engage in soliciting, selling, purchasing or peddling in the Township of Bradford.

In this Part the singular shall include the plural and the masculine shall include the feminine and neuter.

(Ord. 8/22/66, 8/22/1966, §2)

§103. Application for License. Every person desiring to engage in soliciting, selling, purchasing, or peddling in the Township of Bradford shall first make application to the Secretary of the Board of Supervisors for a license. If such person shall also be required to obtain a license from any county officer, he shall, on making such application exhibit a valid county license. The said application shall be upon a blank provided by the Township Secretary and shall contain at least the following information verified by oath or affirmation.

1. Full name of the applicant and local address, if any.
2. Permanent address.
3. Name of employer or a statement that such applicant is self-employed.
4. The nature of the goods, wares, services or merchandise offered for sale.
5. A statement as to whether or not the applicant has ever been convicted of any crime, and if the answer is in the affirmative, the nature of the offense or offenses and the punishment or punishments imposed there.
6. Description of vehicle to be used, if any, including make, model, body type, year produced, color, manufacturer's number and registration number and name of issuing state.
7. Where a person makes application for himself and one or more helpers, all applicable personal information specified above shall be given for each helper and verified and affirmed by oath or affirmation by him and an individual license shall be required for each helper. No license under this Part shall be transferable from one person to another.

Upon receipt of each application, submitted with an application fee, it shall be referred to the Chief of Police, who shall institute such investigation of the applicant's business and moral character as he deems necessary for the protection of public safety. If as a result of such investigation, the character and business responsibility of the applicant and his employer are found to be satisfactory, the Chief of Police shall endorse on the application his approval and return the application to the Secretary of the Board of Supervisors. Upon payment of the license fee as prescribed in §104 hereof and upon receipt of the approved application the Secretary shall deliver to the applicant at the Township Office his or her license. If as a result of said investigation, a license is refused, the application fee shall be retained by the Township and it shall be for the use of the Township.

(Ord. 8/22/66, 8/22/1966, §3; as amended by ord. 1-89, 3/13/1989)

§ 104. Payment of License Fee. Every applicant for a license under this Part who owns real or personal property located within the Township of Bradford and which property is on the tax rolls of the Township, or who is a representative of a person, firm, or corporation who owns property located within the Township of Bradford and used for the business for which license application is made and which property is on the tax rolls of the Township will pay a fee, as established by resolution of the Board of Supervisors, for a license which shall be valid, unless revoked, for one year after the date of such license.

Upon the expiration of any license, if the person holding the same shall desire to continue or renew soliciting, selling, purchasing, or peddling he shall be required to file a written request for renewal with the Township and pay a new license fee. Every applicant for a license under this Part who does not own property located within the Township of Bradford and which property is not on the tax rolls of the Township shall pay a fee, as established by resolution of the Board of Supervisors, for a license which shall be valid, unless revoked, for six (6) days after the date of such license; or, may elect to pay a higher fee for a license which shall be valid, unless revoked, for twenty-four (24) days after the date of such license.

(Ord. 8/22/66, 8/22/1966, §4; as amended by Ord. 1-89, 3/13/1989)

§10S. Issuance of License; Custody, Display and Exhibit. Such license when issued shall state, inter alia, the products to be sold or services to be rendered by the licensee. Every solicitor, seller, purchaser, or peddler shall at all times, when engaged in soliciting, selling, purchasing, or peddling in the Township of Bradford, carry such license upon his person and shall exhibit it upon request, to all police officers, township officials and citizens. No solicitor, seller, purchaser, or peddler shall engage in selling any product or service not mentioned on such license. Such license may not be represented as an endorsement of any goods, services or persons. (Ord. 8/22/66, 8/22/1966, §5)

§ 106. Permission of Owner to Enter Private Property; Hours Established for Solicitation. No person licensed as a solicitor, seller, purchaser, or peddler under this Part shall engage in soliciting, selling,

peddling or purchasing by entering upon the private property of any resident or occupant thereof without having first received the express permission of said owner or occupant, nor shall said person engage in soliciting, selling, purchasing, or peddling on any day of the week before nine (9) o'clock, ante meridian, or after five (5) o'clock, post meridian. (Ord. 8/22/66, 8/22/1966, §6)

§107. Prohibited Acts. No person licensed as a solicitor, seller, purchaser, or peddler under this Part shall park any vehicle upon any of the streets, highways, or alleys of the Township in order to sort, rearrange, or clean any of his goods, wares, services, or merchandise; nor shall any such person place or deposit any refuse on any such street, highways or alleys; nor shall any such person maintain or keep a street or curbstome market by parking any vehicle upon any street, highway or alley in the Township for longer than necessary to sell therefrom to persons residing in the immediate vicinity. (Ord. 8/22/66, 8/22/1966, §7)

§108. Fixed Location Prohibited. No person licensed as a solicitor, seller, purchaser or peddler under this Part shall occupy any fixed location upon any of the sidewalks of the streets, highways, alleys or sidewalks of the Township for the purpose of soliciting or peddling with or without any stand or counter. (Ord. 8/22/66, 8/22/1966, §8)

§109. Suspension and Revocation of License. Any license issued under this Part will be suspended or revoked at any time by the Chief of Police, authorized police officer, Supervisor of Bradford Township or Secretary of the Township of Bradford upon proof being furnished to him that the application for the license contained false information or that the applicant or licensee was convicted of a crime involving moral turpitude after the issuance of such license and that the licensee was convicted of disorderly conduct under any law of the Commonwealth of Pennsylvania or any ordinance of the Township of Bradford. (Ord. 8/22/66, 8/22/1966, §9)

§110. Hawking or Crying of Wares. No person licensed as a solicitor, seller, purchaser, or peddler under this Part shall hawk or cry his wares or services upon any of the streets, highways, or sidewalks of the Township nor shall he use any loud speaker, bell, whistle, or other device for announcing his presence by which the public is annoyed. (Ord. 8/22/66, 8/22/1966, §10)

§111. Persons Exempted. The following persons are exempt from the provisions of this Part:

1. Persons soliciting contributions in behalf of any organization registered as a charitable or non-profit organization by either the Commonwealth of Pennsylvania or the United States of America.

2. Any person licensed by the Commonwealth of Pennsylvania to engage in any business or commercial activity including, by way of illustration, but not intending to limit, real estate, insurance or security brokers and salesmen.

(Ord. 8/22/1966, 8/22/1966 §11)

§112. Penalties. Please see Chapter 1, Part 6, "Ordinance Enforcement Procedure." (Ord. 8/22/66, 8/22/1966, §1; and by Ord. 4/15/1997, §1)

Part 2 Cable  
Television

§201. Short Title. This Part shall be known and may be cited as the Township of Bradford TV Cable Franchise Ordinance. (Ord. 86-2, 9/22/1986, '§1)

§202. Definitions. For the purpose of this Part. the following terms, phrases, words and their derivations shall have the meaning given herein. 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 '\>lord "shall" is always mandatory and not merely directory.

COMMUNITY ANTENNA TELEVISION SYSTEM - hereinafter referred to as "CATV system" or "system" means a system of cables or electrical conductors and equipment used or to be used primarily to receive television or radio signals directly or indirectly off the air and transmit them to subscribers for a fee, and to originate television programs and other communication services from its own facilities and transmit the same.

LICENSEE - is Warner Cable Communications, Inc., its successors and assigns.

LICENSOR - is the Township of Bradford.

PERSON - is any person, firm or partnership, association, corporation, company or organization of any kind.

(Ord. 86-2, 9/22/1986, §2)

§203. Grant of Non-exclusive Authority.

1. There is hereby granted to the Licensee by the Licensor the right and privilege to construct, erect, operate and maintain, in, upon, along, across, above, over and under streets, alleys, public ways and public places now laid out or dedicated, and all extensions thereof, and additions thereto, in the Township, poles, wires, cable, underground conduits, manholes and other television and communications conductors and fixtures necessary for the maintenance and operation in the Township of a CATV system for the interception, sale and distribution of television and other communication signals, and to use poles leased from utility companies now or in the future erected so as to accomplish said rights and privileges, subject to the safety regulations of said utility companies.

2. The right to use and occupy said streets, alleys, public ways and places for the purposes herein set forth shall not be exclusive, and the Licensor reserves the right to grant a similar use of said streets, alleys, public ways and places to any person or firm at any time during the period of this Franchise.

(Ord. 86-2, 9/22/1986, §3)

§ 204. Compliance with Applicable Laws and Ordinances. The Licensee shall, at all times during the life of this Franchise, be subject to all lawful exercise of the police power of ,the Licensor and to such reasonable regulation as the Licensor shall hereafter provide pursuant thereto. (Ord. 86-2, 9/22/1986, §1)

§20s. Territorial Area Involved. This Franchise relates to the territorial limits of the Township and to any area henceforth added thereto during the term of this Franchise. (Ord. 86-2, 9/22/1986, §s)

§206. Liability and Indemnification.

1. The Licensee shall pay, and by its acceptance of this Franchise, Licensee specifically agrees that it will pay all damages and penalties which the Licensor may legally be required to pay as a result of granting this Franchise. These damages shall include, but shall not be limited to, damages arising out of the installation, operation, or maintenance of the CATV system authorized herein, allowed or prohibited by this Franchise.

2. The Licensee shall pay and by its acceptance of this Franchise specifically agrees that it will pay all expenses incurred by the Licensor in defending itself with regard to damages and penalties mentioned in Subsection (1) above. These expenses shall include all out-of-pocket expenses, such as attorney fees, and shall also include the reasonable value of any services rendered by any employees of the Licensor.

3. The Licensee shall maintain, and by its acceptance of this Franchise specifically agrees that it will maintain, throughout the term of the Franchise liability insurance insuring the Licensor and the Licensee with regard to all damages mentioned in Subparagraph C 1) above in the minimum amounts.

A. \$100,000.00 for bodily injury or death to anyone person, within the limit, however of \$300,000.00 for bodily injury resulting from anyone accident.

B. \$100,000.00 for property damages resulting from anyone accident.

C. \$100.000.00 for all other types of liability.

4. Upon request, copies of the above policies of insurance shall be submitted to the Licensor for approval.

5. Licensee shall carry workmen's compensation insurance to protect its own employees, and the indemnification provisions set out in §204 hereof shall apply also to the employees of the Licensee and of the Licensor.

§207. Inspection. Subject to Federal subscriber privacy laws, Licensor reserves the right to inspect each new installation of Licensee and to make periodic inspections, semi-annually or more often as conditions may warrant. Such inspection, whether made or not, shall not relieve Licensee of any responsibility, obligation or liability assumed under this Agreement. (Ord. 86-2, 9/22/1986, §7)

§208. Removal Upon Termination. Upon the termination as herein provided, Licensee shall forthwith remove all of its said attachments and wires from poles used as authorized herein, and upon its failure to do so, Licensor may make such removal at Licensee's cost and expense. (Ord. 86-2, 9/22/1986, §8)

§209. Map. Upon request, Licensee shall file with Licensor a map or blue print of the network of attachments and cable proposed to be installed or installed at the date hereof, and in the event of additions or deletions thereto, shall provide new maps or blue prints at the date thereof, if requested to do so by the Licensor. (Ord. 86-2, 9/22/1986, §9)

§210. Rates. With thirty (30) days' notice to the Licensor, the Licensee may adjust rates at the Licensee's discretion, in keeping with the terms of the Cable Communications Policy Act of 1984, as amended. (Ord. 86-2, 9/22/1986, §10)

§211. Non-discrimination. The Licensee shall provide service to all subscribers willing and prepared to pay therefor without discrimination for any reason, provided the same comply with the following:

1. Licensee agrees, except as noted herein, to extend its service via aerial lines in accordance with normal installation rates, to any location within the franchise area of this Franchise, provided that such location requires a cable drop of no more than 200 feet from existing distribution lines. All such installations of greater than 200 feet or requiring underground work will be on a time plus material basis.

2. Licensee further agrees to extend its service via aerial lines, in accordance with normal installation rates, to any locations within the franchise area of this Franchise not now having service available which has an average density of 50 homes per linear mile of total system extension required. All installations to areas not now having service available which have an average density of less than 50 homes per linear mile of total system extension required will be provided in the following manner:

Residents of those areas will be required to fund, on a time and material basis, the incremental difference between the cost of building said extension on a normal business basis according to the company's standard financial review and the cost of the extension being considered. This aid to construction will be deposited by the potential subscribers in an escrow account prior to the commencement of construction of the extension area.

3. It is expressly understood that all installation rates may be adjusted at the Licensee's discretion, in keeping with the terms of the Cable Communications Policy Act of 1984, as amended.

(Ord. 86-2, 9/22/1986, §11)

§212. Bond. The Licensee shall maintain and by its acceptance of this Agreement specifically agrees that it will maintain, throughout the term of this Franchise a faithful performance bond in the penal sum of one thousand dollars (\$1,000.00) conditioned that the Licensee shall well and truly observe, fulfill and perform each term and condition of this Franchise and that in any case of any breach of condition of the bond, the

amount thereof shall be recoverable from the principal and surety by the Licensor for all the damages proximately resulting from the failure of the Licensee to well and faithfully observe and perform any provisions of this Franchise, which said bond shall be separate and apart from the liability for insurance hereinbefore set out. (Ord. 86-2, 9/22/1986, §12)

§213. Arbitration. Licensor and Licensee do hereby agree to submit to arbitration as herein set out, their respective claims and controversies arising out of any dispute arising between them as to any of the terms and conditions and promises of this Part.

This clause may be invoked at any time by Licensor or Licensee in writing requesting arbitration as to any point of issue arising between Licensor and Licensee concerning the terms and conditions and promises of this Part, which writing shall nominate an arbitrator, and request that the other party nominate an arbitrator within twenty (20) days thereof. Said two arbitrators so selected shall select a third arbitrator within fifteen (15) days thereof. Should either party refuse to nominate an arbitrator within thirty (30) days from date of request, or should two arbitrators selected by the parties refuse or fail to nominate a third arbitrator, the other party may apply to the Court of Common Pleas of McKean County, Pennsylvania, to select the necessary arbitrators to complete the panel.

Said arbitrators shall proceed to hear and determine the controversy, following the usual and customary procedures for arbitration, and the decision of such arbitrators shall be final. Costs of the arbitration, including compensation of arbitrators and stenographic help employed, shall be paid by the party against whom the decision is rendered, or apportioned between the parties in the event that the final decision shall not be totally in favor of one party.

(Ord. 86-2, 9/22/1986, §13)

§214. Violation of Terms. In the event that Licensee shall violate any material terms of this Part, notice thereof shall be given the Licensee together with reasonable time to correct the same, but in the event that Licensee does not correct the same, Licensor shall have the right to terminate this Agreement by ordinance, but in the event that there be any dispute as to whether or not there has been a violation, or whether any alleged violation has been corrected, the said question shall be submitted to arbitration as herein provided. (Ord. 86-2, 9/22/1986, §1)

§215. Assignment. The rights herein granted shall not be assigned by the Licensee without written notice to the Licensor. No assignment shall become effective until the assignee has filed with the Licensor evidence of the assignee's financial responsibility and anticipated ability and competence to render the public service contemplated by this agreement. The assignee must agree to the same terms as the Licensor. (Ord. 86-2, 9/22/1986, §15)

§216. Interference With Other Signals. Subject to Federal technical standards, it shall be unlawful for any person, firm or corporation in the installation, maintenance or use of television cable or otherwise to cause any unnecessary and reasonably preventable radio or television interference in substantial degree. (Ord. 86-2, 9/22/1986, §16)

§217. Investigations of Reported Interference. Upon complaint to Licensor or upon its own initiative, Licensor may cause to be investigated the cause or causes of radio or television interference unreasonably and unnecessarily disturbing to radio or television reception. If, upon investigation of such disturbance or interference it is found that such cause is a violation of Federal technical standards and is subject to correction at reasonable expense by the Licensee, the Licensor shall give notice in writing to the Licensee to correct or eliminate the cause of such unnecessary or unreasonable disturbance, or interference within a reasonable time thereafter. (Ord. 86-2, 9/22/1986, §17)

§218. Free Service. The Licensee shall continue to furnish one (1) free connection and basic service for all charitable institutions and schools within the Township, currently served. (Ord. 86-2, 9/22/1986, §18)

§219. Technical Capabilities of CATV System. The facilities used by Licensee shall be capable of distributing color TV signals and, when the signals the Licensee distributes are received in color, they shall be distributed in color where technically feasible. Further, Licensee shall, by December 31, 1987, rebuild its CATV system to 400 MHz capacity and expand the services available to subscribers with such service to include a community bulletin board capable of playing back previously recorded videotapes, at least as good as that located in Olean, New York and Warren, Pennsylvania. This rebuilt CATV system will offer a minimum of twenty-three to twenty-four (23-24) channels of basic service and three to four premium service channels, which will be available for an additional monthly fee.

Customer service calls will be provided in accordance with the following schedule:

A. System Outages will receive immediate attention, with most area outages being resolved within two hours.

B. Individual No Picture Complaints will be responded to within twenty-four (24) hours, with most calls receiving same day service.

C. Poor Picture Quality Calls will be responded to within forty-eight (48) hours, with most calls receiving next day attention.

D. Requests for New Service will be installed within five (5) working days.

E. Billing Questions, both by telephone and written, will be responded to within seven (7) working days, with most questions resolved the same day.

(Ord. 86-2, 9/22/1986, §19)

§220. Quality. Subject to Federal technical standards, the Licensee shall produce a picture either in black or white or in color that is undistorted, free of ghost images and accompanying sound of typical standard production TV sets in good repair and shall transmit signals of adequate strength to produce good pictures with good sound at all outlets, and shall limit failure to a minimum, and shall render efficient service, make repairs promptly and interrupt service only for good cause and for the shortest time possible. (Ord. 86-2, 9/22/1986, §20)

§221. Term of Franchise. This Franchise shall be in force and effect for a period of fifteen (15) years from the date hereof. (Ord. 86-2, 9/22/1986, §21)

§222. Force Majeure. If for any reason of force majeure either party is unable in whole or in part to carry out its obligations, said party shall not be deemed in violation or default during the continuance of such inability. The term "force majeure" as used herein shall have the following meaning: strikes; acts of God; acts of public enemies; orders of any kind of the government of the United States of America or of the State of Pennsylvania or any of their departments, agencies, political subdivisions; riots, epidemics; landslides; lightning; earthquakes ;.fires ; hurricanes; volcanic activity; storms; floods; washouts; droughts; arrests; civil disturbances; explosions; partial or entire failure of utilities; or any other cause or event not reasonably within the control of the disabled party~ (Ord. 86-2, 9/22/1986, 22)

§223. Fee. The Licensee shall pay to the Licensor a license fee annually equal to five percent (5%) of the Licensee's gross subscriber receipts per year derived from operations in the Township. The amount of the franchise fee shall be reviewable upon each anniversary of the effective date hereof, and upon such review the Licensor shall have the right with sixty (60) days notice to the Licensee to change the amount and method of calculating the franchise fee; provided, however, the franchise fee shall never exceed five percent (5%) of gross receipts. (Ord. 86-2,9/22/1986, §23)

Part 3

Junk Yards and Refuse

§301. Short Title. This Part 3 shall be known and may be cited as "Bradford Township Junk Yard and Refuse Ordinance". (Ord. 1977-4A, 5/9/1977, §1)

§302. Definitions. Unless otherwise expressly stated, the following words and phrases shall be construed throughout this Part to have the meanings herein indicated:

BOARD - the Board of Supervisors of Bradford Township.

JUNK - any discarded material or article and shall include, but not be limited to, scrap metal, scrapped, abandoned or junked motor vehicles, machinery, equipment, paper, glass containers, and structures. It shall not include, however, refuse or garbage kept in a proper container for the purpose of prompt disposal.

JUNK DEALER - any person, as herein defined, who shall engage in the business of selling, buying, salvaging, and dealing in junk and who maintains and operates a junk yard within the Township of Bradford.

JUNK YARD - any place where any junk as hereinafter defined is stored, disposed of, or accumulated.

LICENSE - the permit granted to a person who accumulates, stores, or disposes of junk as hereinbefore defined.

PERSON - shall include any partnership, association, firm and corporation.

TOWNSHIP - Bradford Township, McKean County, Pennsylvania.

(Ord. 1977-4A, 5/9/1977, §2)

§303. License. No person shall engage in business as a junk dealer, or maintain a junk yard without first having obtained a license from the Board, for which license a fee in accordance with the schedule hereinafter set forth shall be paid to the Township for the use of the Township. The license shall be issued for the twelve (12) month period beginning January 1, and ending December 31, of the same, year, and each license must be renewed annually on or before the first day of December of each year. (Ord. 1977-4A, 5/9/1977, §3)

§304. Application for License. The license provided for in this Part shall be issued by the Board after written application shall have been made therefor by the person desiring to be licensed. Such license shall state the name of the person to whom such license is issued and the premises on which such business is to be conducted, or such junk yard is to be maintained. Such license shall be posted conspicuously upon the premises licensed thereunder. The written application for license hereinabove mentioned shall be accompanied by a form, every question of which must be answered, which form will be supplied by the Board. Applicant shall also submit therewith a plot of the premises used or to be used in connection with such license. (Ord. 1977-4A, 5/9/1977, §4)

§305. Issuance of License. Upon receipt of an application by the Board, the Board shall issue a license or shall refuse to issue a license to the person applying therefor after examination of the application and taking into consideration the suitability of the property proposed to be used for the purposes of the license, the character of the properties located nearby, and the effect of the proposed uses upon the Township~ both economic and aesthetic. In the event the Board shall issue a license, it may impose upon the licensee and the person applying therefor such terms and conditions in addition to the regulations herein contained and adopted pursuant to this Part as may be deemed necessary to carry out the spirit and intent of this Part. (Card. 1977-4A, 5/9/1977, §5)

§306. License Fee. The license fee shall be paid immediately upon the issuance or renewal of a license. This amount of the license fee shall be calculated in accordance with the schedule established by resolution of the Board of Supervisors, and as determined by the actual land to be used by the person to whom the license is issued excluding all setback areas.

- No license shall be issued for the use of a tract of land in excess of twenty (20) acres, excluding setback areas.

Card. 1977-4A, 5/9/1977, §6; as amended by Ord. 1-89, 3/13/1989)

§307. License Limitation. No person licensed under this Part shall, by virtue of one license, keep more than one place of business within the Township or maintain more than one junk yard for the purpose of buying, selling and dealing in junk. No person shall engage in business as a junk dealer in any place other than the place designated upon his license, or maintain a junk yard in any place other than the place designated upon his license. (Ord. 1977-4A, 5/9/1977, §7)

§308. Transfer of License. No license issued by the Board shall be transferrable by the licensee to any other person unless such a transfer is authorized by the Board. Any person desiring to transfer his license shall notify the Board in writing, which notification shall be accompanied by an application for a license, as described in. §304 of this Part, by the transferee. (Ord. 1977-4A, 5/9/1977, §8)

§309. Transfer Fee. In the event the Board shall approve the transfer of a license the transferee shall immediately pay to the Township a transfer fee. (Ord. 1977-4A, 5/9/1977, §9; as amended by Ord. 1-89, 3/13/1989))

§310. Records. Every person, licensed under this Part, shall provide and shall constantly keep a book, in which shall be fairly written down in the English language at the time of the purchase of any junk, a description of every article or material purchased or received by him, the date and hour of such purchase and the person from whom such article or material was purchased, received or handled by such person which book shall at all times be subject to the inspection of any official of the Township. (Ord. 1977-4A, 5/9/1977, §10)

§311. Delay in Disposal. Every person, licensed under this Part, shall keep and retain upon the licensed premises, for a period of forty-eight (48) hours after the purchase or receipt thereof, all junk received or purchased by him, and he shall not disturb or: reduce the same or alter the original form, shape or condition until such period of forty-eight (48) hours shall have elapsed. (Ord. 1977-4A, 5/9/1977, §11)

§312. Regulations. Every person licensed under this Part shall constantly maintain the licensed premises in accordance with any special provisions imposed by the Board and in the manner prescribed by this section and any subsequent regulations adopted by the Board.

1. 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 of residents nearby or a place for the breeding of rodents and vermin.

2. No garbage or other organic waste shall be stored in such premises.

3. Whenever any motor vehicle shall be received in such premises as junk, all gasoline and oil shall be drained and removed therefrom. Gasoline in any amount not exceeding ten (10) gallons may be stored aboveground in said junk yards provided the same be placed in containers approved by the Board. All other gasoline which is kept on the premises shall be stored underground, which underground storage must be approved by the Board.

4. The manner of storage and arrangement of junk, and the drainage of the premises shall be such as to prevent the accumulation of stagnant water upon the premises, and to facilitate access for fire-fighting purposes.

5. All junk kept, stored, or arranged on the licensed premises shall at all times be kept, stored and arranged within the junk yard as described in the application for license hereunder, and as limited under subsection 4 above.

6. A person licensed under this Part shall not burn more than one motor vehicle or its equivalent at any one time. No oil, grease, tires, gasoline or other similar material which might be dangerous or tend to produce obnoxious smoke or odors shall be burned within a junk yard at any time. Burning of vehicles must be attended and controlled at all times.

7. The premises to be licensed shall be setback a minimum distance of fifty feet (50') from the right-of-way lines on all streets or roads and a minimum distance of twenty-five feet (25') from all other property lines. The area between the setback line and the right-of-way line and all streets and roads and all other property lines, shall at all times be kept clear and vacant.

8. When the Board shall deem it necessary and desirable, the premises to be licensed shall at the setback lines be enclosed by a fence of type and style to be determined by the Board or by evergreen screen plantings, or both. The Board may set forth the fence and planting requirement at the time of the issuance of a license or at the time of renewal or transfer of a license.

(Ord. 1977-4A, 5/9/1977, §12)

§313. Penalties. Please see Chapter 1, Part 6, "Ordinance Enforcement Procedure."

(Ord. 1977-4A, 5/9/1977, §13; as amended by Ord. 1-89, 3/13/1989; by Ord. 6~96-1, 6/17/1996, §1; and by Ord. 4/15/1997, §1)

§314. Abatement of Nuisances. In addition to the remedies provided in §313, any continued violations of this Part shall constitute a nuisance in fact, and the Board in its opinion may determine that any violation does constitute a nuisance. In either or both of such instances, the Board may proceed in a court of equity against the violator for relief, by seeking to abate such nuisance. (Ord. 1977-4A, 5/9/1977, §14)