

TOWNSHIP OF SCHOOLCRAFT
COUNTY OF KALAMAZOO, STATE OF MICHIGAN
SCHOOLCRAFT TOWNSHIP ORDINANCE NO. 183

Adopted: April 14, 1998

Effective: April 23, 1998
(or later date per Section II)

CABLE TELEVISION FRANCHISE TRANSFER APPROVAL

An ordinance to approve, pursuant to Section 20 of Ordinance No. 39, the transfer of a cable television franchise; and to repeal all ordinances or parts of ordinances in conflict herewith.

THE TOWNSHIP OF SCHOOLCRAFT
KALAMAZOO COUNTY, MICHIGAN

ORDAINS:

SECTION I - CABLE TELEVISION FRANCHISE TRANSFER APPROVAL

Pursuant to Section 20 of Ordinance No. 39 (adopted August 13, 1974), the Schoolcraft Township Board does hereby approve and consent to the transfer of the cable television franchise granted to Omega of Michigan Cable Company, as extended by Ordinance No. 106 (adopted June 9, 1987) and subsequently transferred to Jones Cable Income Fund 1-B/C Venture by Ordinance No. 114 (adopted August 9, 1988), to Television Cable Service, Inc., a Delaware Corporation, subject to the various terms and conditions of said Ordinance No. 39 and Ordinance No. 106.

SECTION II - EFFECTIVE DATE AND REPEAL OF
CONFLICTING ORDINANCES

This Ordinance shall take effect the day after publication, or on such later date as the transaction involving the purchase of the subject cable television system in Schoolcraft Township by Television Cable Service, Inc. is closed. All ordinances or parts

of ordinances in conflict herewith are hereby repealed, including Ordinance No. 114 adopted August 9, 1988; provided, specifically, that nothing herein shall be construed to repeal by implication any portion of Ordinance No. 39 or Ordinance No. 106.

Kathleen Cook, Clerk
Schoolcraft Township

**CABLE TV FRANCHISE EXTENSION
TOWNSHIP OF SCHOOLCRAFT, MICHIGAN
ord. no. 106 adopt. June 9, 1987**

An ordinance of the Board of Trustees of Schoolcraft Township extending the franchise previously granted to Omega of Michigan Cable Company.

WHEREAS, the Schoolcraft Township Board of the Township of Schoolcraft, Michigan granted to Omega of Michigan Cable Company a franchise to operate and maintain a closed circuit electronic system within the limits of the Township of Schoolcraft for a period of fifteen (15) years; and

WHEREAS, Omega of Michigan Cable Company has requested an extension of its franchise for an additional fifteen (15) year period, under terms and conditions as set out in the original Ordinance adopted by the Schoolcraft Township Board at a regular meeting held August 13, 1974; and

WHEREAS, the Schoolcraft Township Board, having considered said proposal and the comments in relation thereto by all interested parties, including members of the community, has determined that it is appropriate to extend the franchise previously granted to Omega of Michigan Cable Company for an additional fifteen (15) years;

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF THE TOWNSHIP OF SCHOOLCRAFT, MICHIGAN, THAT:

Sec. 1. EXTENSION OF FRANCHISE.

The franchise granted by the Township of Schoolcraft to Omega of Michigan Cable Company, an Indiana partnership, by Ordinance #39 on August 13, 1974, is hereby extended for fifteen (15) years from and beyond its original expiration date so that said franchise shall now remain in full force and effect until August 13, 2004.

**CABLE TV FRANCHISE ORDINANCE
TOWNSHIP OF SCHOOLCRAFT, MICHIGAN
ord. no. 39 eff. Aug. 13, 1974**

AN ORDINANCE granting a non-exclusive Franchise to OMEGA OF MICHIGAN CABLE CO., its successors and assigns, to operate and maintain a closed circuit electronic system including a community antenna television system; setting forth conditions accompanying the grant of said non-exclusive Franchise; providing for township regulation and use of said system; and prescribing penalties for violation of the Franchise provisions.

THE TOWNSHIP OF SCHOOLCRAFT ORDAINS:

Sec. 1. SHORT TITLE.

This ordinance shall be known and may be cited as the **"Schoolcraft Township Community Antenna Television Company Franchise Ordinance"**.

Sec. 2. DEFINITIONS.

For the purposes of this ordinance, 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 word **"shall"** is always mandatory and not merely directory.

- (1) **"Township"** is the Township of Schoolcraft.
- (2) **"Board"** is the Board of Trustees of Schoolcraft Township.
- (3) **"Community Antenna Television System"**, hereinafter referred to as **"CATV System"** or **"system"**, means a system of coaxial cables or other 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.

- (4) "Person" is any person, firm, partnership, association, corporation, company or organization of any kind.
- (5) "Grantee" is Omega of Michigan Cable Co. or anyone who succeeds Omega of Michigan Cable Co. in accordance with the provisions of this Franchise.

Sec. 3. GRANT OF NON-EXCLUSIVE AUTHORITY.

- (a) Having approved the Grantee's legal, character, financial, technical, and other qualifications and the adequacy and feasibility of its construction arrangements pursuant to a full public proceeding affording due process, there is hereby granted by the township to 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 extension thereof, and additions thereto, in the township, poles, wires, cables, underground conduits, manholes, and other television 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 radio signals.
- (b) 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 township reserves the right to grant a similar use of said streets, alleys, public ways and places, to any person at any time during the period of this Franchise.

Sec. 4. COMPLIANCE WITH APPLICABLE LAWS AND ORDINANCES.

The Grantee shall, at all times during the life of this Franchise, be subject to all lawful exercise of the police power by the township and to such reasonable regulation as the township shall hereafter provide.

Sec. 5. TERRITORIAL AREA INVOLVED.

This Franchise relates to the present territorial limits of the township and to any area henceforth added thereto during the term of this Franchise.

Sec. 6. LIABILITY AND INDEMNIFICATION.

- (a) The Grantee shall pay and by its acceptance of this Franchise the Grantee specifically agrees that it will pay all damages and penalties which the township may legally be required to pay as a result of granting this Franchise. These damages or penalties shall include, but shall not be limited to, damages arising out of the installation, operation or maintenance of the CATV System authorized herein, whether or not any act or omission complained of is authorized, allowed, or prohibited by this Franchise.
- (b) The Grantee shall pay and by its acceptance of this Franchise specifically agrees that it will pay all expenses incurred by the township in defending itself with regard to all damages and penalties mentioned in Subsection (a) 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 the Township Attorney or his assistants or any employees of the township.
- (c) The Grantee shall maintain, and by its acceptance of this Franchise specifically agrees that it will maintain throughout the terms of this Franchise liability insurance insuring the township and the Grantee with regard to all damages mentioned in Subparagraph (b) above in the minimum amounts of:
 - (1) \$100,000 for bodily injury or death to any one person, within the limit, however, of \$300,000 for bodily injury or death resulting from any one accident.
 - (2) \$50,000 for property damage resulting from any one accident.

- (d) The insurance policy obtained by the Grantee in compliance with this section must be approved by the Board of Trustees and such insurance policy, along with written evidence of payment of required premiums, shall be filed and maintained with the Township Clerk or other appropriate officer or employee of the township during the term of this Franchise.

Sec. 7. COLOR TV.

The facilities used by the Grantee shall be capable of distributing color TV signals, and when the signals the Grantee distributes are received in color they shall be distributed in color where technically feasible.

Sec. 8. SIGNAL QUALITY REQUIREMENTS.

The Grantee shall:

- (1) Produce a picture, whether in black or white or in color, that is undistorted, free from ghost images, and accompanied with proper sound on typical standard production TV sets in good repair, and as good as the state of the art allows;
- (2) Transmit signals of adequate strength to produce good pictures with good sound at all outlets without causing cross modulation in the cables or interfering with other electrical or electronic systems;
- (3) Limit failures to a minimum by locating and correcting malfunctions promptly, but in no event longer than 72 hours after notice;
- (4) Demonstrate by instruments and otherwise to subscribers that a signal of adequate strength and quality is being delivered.

Sec. 9. OPERATION AND MAINTENANCE OF SYSTEM.

- (a) The Grantee shall render efficient service, make repairs promptly and interrupt service only for good cause and for the shortest time possible. Such interruptions insofar as possible shall be preceded by notice and shall occur during periods of minimum use of the system.

- (b) The Grantee shall maintain an office within easy access of the township, which shall be open during all usual business hours, have a listed telephone, and be so operated that complaints and requests for repairs or adjustments may be received at any time.

Sec. 10. CARRIAGE OF SIGNALS.

The Grantee shall receive and distribute television and radio signals which are disseminated to the general public without charge by broadcasting stations licensed by the Federal Communications Commission. All FCC regulations shall be complied with regarding the carriage of the programming of any existing or future television broadcasting station which covers the Township of Schoolcraft in its principal broadcasting area. Any modifications of the provisions of Federal Communications Commission Rules - Part 76 resulting from amendments by the Federal Communications Commission shall be incorporated into this Franchise within one (1) year of adoption of the modification or at the time this Franchise is renewed, whichever occurs first.

Sec. 11. PROGRAM ALTERATION.

All programs of broadcasting stations carried by the Grantee shall be carried in their entirety as received, with announcements and advertisements and without additions.

Sec. 12. SERVICE TO SCHOOLS.

The Grantee shall provide the basic service to each of public school locations and teaching stations within the township for educational purposes upon request by the township and at no cost to it or to the public school system. Additional hook-ups at each location shall be for a minimum charge. Where peculiar or remote locations exist, installation shall be furnished at actual wholesale cost plus labor. The Grantee may at its election provide similar services without cost to private schools, including parochial or other religious schools.

Sec. 13. EMERGENCY USE OF FACILITIES.

In the case of any emergency or disaster, the Grantee shall upon request of the Township Board make available its facilities to the township for emergency use during the emergency or disaster period.

Sec. 14. OTHER BUSINESS ACTIVITIES.

- (a) Neither the Grantee hereunder nor any shareholder of the Grantee shall engage in the business of selling, repairing, or installing television receivers, radio receivers or accessories for such receivers within the Township of Schoolcraft during the term of this Franchise and the Grantee shall not allow any of its shareholders to so engage in any such business.
- (b) This Franchise authorizes only the operation of a CATV System as provided for herein, and does not take the place of any other franchise, license, or permit which might be required by law to the Grantee.

Sec. 15. SAFETY REQUIREMENTS.

- (a) The Grantee shall at all times employ ordinary care and shall install and maintain in use commonly accepted methods and devices for preventing failure and accidents which are likely to cause damage, injuries or nuisances to the public.
- (b) The Grantee shall install and maintain its wires, cables, fixtures and other equipment in accordance with the requirements of ordinances of the township and statutes of the State of Michigan, and in such manner that they will not interfere with any installations of the township or of a public utility serving the township.
- (c) All structures and all lines, equipment and connections in, over, under, and upon the streets, sidewalks, alleys and public ways or places of the township, wherever situated or located, shall at all times be kept and maintained in a safe, suitable, substantial condition, and in good order and repair.
- (d) The Grantee shall maintain a force of one or more resident agents or employees at all times and shall have sufficient employees to provide safe, adequate, and prompt service for its facilities.

Sec. 16. NEW DEVELOPMENTS.

It shall be the policy of the township liberally to amend this Franchise, upon application of the Grantee, when necessary to enable the Grantee to take advantage of any developments in the field of transmission of television and radio signals which will afford it an opportunity more effectively, efficiently or economically to serve its customers. Provided, however, that this section shall not be construed to require the township to make any amendment or to prohibit it from unilaterally changing its policy stated herein.

Sec. 17. CONDITIONS ON STREET OCCUPANCY.

- (a) All transmission and distribution structures, lines and equipment erected by the Grantee within the township shall be so located as to cause minimum interference with the proper use of streets, alleys and other public ways and places and to cause minimum interference with the rights and reasonable convenience of property owners who join any of the said streets, alleys or other public ways and places.
- (b) In case of disturbance of any street, sidewalk, alley, public way or paved area, the Grantee shall at its own cost and expense and in a manner approved by the Township Engineer, replace and restore such street, sidewalk, alley, public way or paved area in as good a condition as before the work involving such disturbance was done.
- (c) If at any time during the period of this Franchise the township shall lawfully elect to alter or change the grade of any street, sidewalk, alley or other public way, the Grantee upon reasonable notice by the township, shall remove, relay and relocate its poles, wires, cables, underground conduits, manholes, and other fixtures at its own expense.
- (d) Any poles or other fixture placed in any public way by the licensee shall be placed in such manner as not to interfere with the usual travel on such public way.
- (e) The Grantee shall, on the request of any person holding a building moving permit issued by the township, temporarily raise or lower its wires to permit the moving of buildings. The expense of such temporary removal or raising or lowering of wires shall be paid by the person requesting the same, and the

Grantee shall have the authority to require such payment in advance. The Grantee shall be given not less than 48 hours advance notice to arrange for such temporary wire changes.

- (f) The Grantee shall have the authority to trim trees upon and overhanging streets, alleys, sidewalks and public ways and places of the township so as to prevent the branches of such trees from coming in contact with the wires and cables of the Grantee, except that at the option of the township such trimming may be done by it or under its supervision and direction at the expense of the Grantee.
- (g) In all sections of the township where the cables, wires or other like facilities of public utilities are placed underground, the Grantee shall place its cables, wires or other like facilities underground to the maximum extent that existing technology reasonably permits the Grantee to do so.

Sec. 18. PREFERENTIAL OR DISCRIMINATORY PRACTICES PROHIBITED.

The Grantee shall not, as to rates, charges, service, service facilities, rules, regulations or in any other respect, make or grant any undue preference or advantage to any person, nor subject any person to prejudice or disadvantage.

Sec. 19. REMOVAL OF FACILITIES UPON REQUEST.

Upon termination of service to any subscriber, the Grantee shall promptly remove all its facilities and equipment from the premises of such subscriber upon his request.

Sec. 20. TRANSFER OF FRANCHISE.

The Grantee shall not transfer this Franchise to another person without prior approval of the township by ordinance. Such approval shall not be unreasonably withheld. In the event the Grantee receives a bona fide offer to purchase the cable system which it desires to accept, it shall give the township thirty (30) days in which to match said offer and purchase the cable system. In the event the township does not match said offer, the Grantee may accept said offer.

Sec. 21. TRANSACTION AFFECTING OWNERSHIP OF FACILITIES.

- (a) The Grantee shall not make, execute or enter into any deed, deed of trust, mortgage, conditional sales contract, or any loan, lease, pledge, sale, gift or similar agreement concerning any of the facilities and property, real or personal of the CATV business without prior approval of the Township Board upon its determination that the transaction proposed by the Grantee will not be inimical to the rights of the township under this Franchise. Provided, however, that this section shall not apply to the disposition of worn out or obsolete facilities or personal property in the normal course of carrying on the CATV business. A mortgage containing standard terms and conditions made for the purpose of financing the construction of the cable system shall be acceptable to the township.
- (b) Except as provided for in Subsection (a) above, the Grantee shall at all times be the full and complete owner of all facilities and property, real and personal, of the CATV business.

Sec. 22. CHANGE OF CONTROL OF GRANTEE.

Prior approval of the Township Board shall be required where ownership or control of more than 30% of the right of control of Grantee is acquired by a person or group of persons acting in concert, none of whom already own or control 30% or more of such right of control, singularly or collectively. By its acceptance of this Franchise the Grantee specifically grants and agrees that any such acquisition occurring without the prior approval of the Township Board shall constitute a violation of this Franchise by the Grantee.

Sec. 23. FILINGS AND COMMUNICATIONS WITH REGULATORY AGENCIES.

Copies of all petitions, applications and communications submitted by the Grantee to the Federal Communications Commission, Securities and Exchange Commission, or any other federal and/or state regulatory commission or agency having jurisdiction in respect to any matters affecting CATV operations authorized pursuant to this Franchise, shall also be submitted simultaneously to the Township Board.

Sec. 24. TOWNSHIP RIGHTS IN FRANCHISE.

- (a) The right is hereby reserved to the township or the Township Board to adopt, in addition to the provisions contained herein and in existing applicable ordinances, such additional regulations as it shall find necessary in the exercise of the police power, provided that such regulations, by ordinance or otherwise, shall be reasonable and not in conflict with the rights herein granted.
- (b) The township shall have the right to inspect the books, records, maps, plans, income tax returns and other like materials of the Grantee at any time during normal business hours.
- (c) The township shall have the right during the life of this Franchise to install and maintain free of charge upon the poles of the Grantee any wire and pole fixtures necessary for a police alarm system, on the condition that such wire and pole fixtures do not interfere with the CATV operations of the Grantee.
- (d) The township shall have the right to supervise all construction or installation work performed subject to the provisions of this Franchise and make such inspections as it shall find necessary to insure compliance with the terms of this Franchise and other pertinent provisions of law.
- (e) After the expiration of the term for which this Franchise is granted, or after its termination and cancellation, as provided for herein, the township shall have the right to determine whether the Grantee shall continue to operate and maintain the CATV System pending the decision of the township as to the future maintenance and operation of such system. In the event the township does not elect to renew Grantee's Franchise, Grantee shall have ninety (90) days to remove all of its cable and equipment from the township.

Sec. 25. MAPS, PLATS, AND REPORTS.

- (a) The Grantee shall file with the Township Clerk true and accurate maps or plats of all existing and proposed installations.

- (b) The Grantee shall file annually with the Township Clerk not later than sixty (60) days after the end of the Grantee's fiscal year, a copy of its report to its stockholders (if it prepares such a report), an income statement applicable to its operations during the preceding 12 months period, a balance sheet, and a statement of its investment in such properties on the basis of original cost, less applicable depreciation. These reports shall be prepared or approved by a certified public accountant (the reports need not be certified) and there shall be submitted along with them such other reasonable information as the Township Board shall request with respect to the Grantee's properties and expenses related to its CATV operations within the township.
- (c) The Grantee shall keep on file with the Township Clerk a current list of its shareholders and bondholders.

Sec. 26. PAYMENT TO THE TOWNSHIP.

The Grantee shall pay to the township monthly an amount equal to 3% of the monthly gross subscriber operating revenues taken in receipt by it on all retail sales of television signals within the township during the month for the use of the streets and other facilities of the township in the operation of the CATV System and for the municipal supervision thereof. This payment shall be in addition to any other tax owed to the township by the Grantee.

Sec. 27. FORFEITURE OF FRANCHISE.

- (a) In addition to all other rights and powers pertaining to the township by virtue of this Franchise or otherwise, the township reserves the right to terminate and cancel this Franchise in the event that the Grantee:
 - (1) Violates any provision of this Franchise or any rule, order or determination of the township or Township Board made pursuant to this Franchise, except where such violation, other than of Section 22 of Subsection (2) below, is without fault or through excusable neglect.
 - (2) Becomes insolvent, unable or unwilling to pay its debts, or is adjudged a bankrupt;

- (3) Attempts to evade any of the provisions of this Franchise or practices any fraud or deceit upon the township;
or
 - (4) Fails to begin construction of this Franchise within one (1) year after the receipt of a Certificate of Compliance from the Federal Communications Commission and/or fails to complete construction under this Franchise within one (1) year after construction has begun.
- (b) Such termination and cancellation shall be by ordinance duly adopted after thirty (30) days notice to the Grantee and shall in no way affect any of the township's rights under this Franchise or any provision of law. In the event that such termination and cancellation depends upon a finding of fact, such finding of fact as made by the Township Board or its representative shall be conclusive, provided, however, that before this Franchise may be terminated and cancelled under this Section, the Grantee must be provided with an opportunity to be heard before the Township Board.

Sec. 28. TOWNSHIP'S RIGHT OF INTERVENTION.

The Grantee agrees not to oppose intervention by the township in any suit or proceeding to which the Grantee is a party.

Sec. 29. FURTHER AGREEMENT AND WAIVER BY GRANTEE.

The Grantee agrees to abide by all provisions of this Franchise and further agrees that it will not at any future time set up as against the township or Township Board the claim that the provisions of this Franchise are unreasonable, arbitrary or void.

Sec. 30. DURATION AND ACCEPTANCE OF FRANCHISE.

- (a) This Franchise and the right, privileges and authority hereby granted shall take effect and be in force from and after final passage hereof, as provided by law, and shall continue in force and effect for a term of fifteen (15) years, provided that within

fifteen (15) days after the date of the passage of this ordinance the Grantee shall file with the Township Clerk its unconditional acceptance of this Franchise and promise to comply with and abide by all its provisions, terms and conditions. Such acceptance and promise shall be in writing duly executed and sworn to, by or on behalf of the Grantee before a notary public or other officer authorized by law to administer oaths.

- (b) Should the Grantee fail to comply with Subsection (a) above, it shall acquire no rights, privileges, or authority under this Franchise whatever.
- (c) In the event the township and Grantee deem it necessary to hold a referendum to comply with the law, Grantee shall pay its share of all reasonable costs in holding said referendum. Provided, however, that the township make an effort to put other issues on the same ballot with which to divide costs.

Sec. 31. ERECTION, REMOVAL, AND COMMON USER OF POLES.

- (a) No poles or other wire-holding structures shall be erected by the Grantee without prior approval of the Township Board with regard to location, height, type and any other pertinent aspect. However, no location of any pole or wire-holding structure of the Grantee shall be a vested interest and such poles or structures shall be removed or modified by the Grantee at its own expense whenever the Township Board determines that the public convenience would be enhanced thereby.
- (b) Where poles or other wire-holding structures already existing for use in serving the township are available for use by the Grantee, but it does not make arrangements for such use, the Township Board may require the Grantee to use such poles and structures if it determines that the public convenience would be enhanced thereby and the terms of the use available to the Grantee are just and reasonable.

- (c) Where the township or a public utility serving the township desires to make use of the poles or other wire-holding structures of the Grantee but agreement therefor with the Grantee cannot be reached, the Township Board may require the Grantee to permit such use for such consideration and upon such terms as the Board shall determine to be just and reasonable, if the Board determines that the use would enhance the public convenience and would not unduly interfere with the Grantee's operations.

Sec. 32. RATES.

- (a) Normal installation fee shall be \$15.00. In cases in which television sets are located in peculiar or remote, or locations quite distant from the building entry, the Grantee shall not charge a fee greater than actual or wholesale cost plus labor.
- (b) The monthly rate for the use of closed circuit electronic services shall not exceed \$6.00 for each first outlet. The rate shall not exceed \$1.50 for each successive connection in the same dwelling unit. Any tax, copyright fees, or charges or taxes whatsoever, assessed or assessable against the schedule of installations and/or services shall be in addition to installation fees and monthly charges. Any charges for equipment improvements ordered by the subscriber to deliver other than conventional CATV services shall be in addition to the charges already listed. Grantee agrees that any subscriber may discontinue service at the end of any month without penalty by reason of such discontinuance and that the Grantee may discontinue service for the nonpayment for such service and remove its property from the premises of said subscriber. However, the Grantee may charge a \$10.00 reconnection fee to a subscriber who has suspended service and subsequently elects to become again a subscriber.

Sec. 33. PROCEDURE FOR CHANGING RATES.

The aforementioned service rates shall be in effect upon the signing of this Agreement and shall continue thereafter; provided, however, that the Grantee reserves the right to establish new rates in the following manner and procedure, namely:

- (a) Due to the local nature of the Grantee, any changes shall be effected in the simplest manner possible. The Grantee shall notify the Township Board of any proposed rate changes, and shall state the reasons for said changes. If the Township Board shall so desire, they can declare the changes in effect at that time, provided a public hearing is held at which time citizens can be heard.
- (b) If not, the procedure shall be as follows: The Township Board may designate the Township Attorney or any other representative they select to meet with the Grantee for the purpose of investigation and verification of the reasons for the proposed changes. The Grantee shall make such records and files available as are required for the Township Board's representative to make a just and proper decision.
- (c) The representative of the Township Board shall complete his investigation and report on his decision within thirty (30) days, or at the second meeting of the Township Board following the original request for the changes by the Grantee. They may recommend approval on the basis of his findings or may refer the request to a Board of Arbitrators, consisting of five (5) members, two (2) to be selected by the Township Board, two (2) to be selected by the Grantee, and the fifth to be selected by the aforementioned four (4) members but none shall be members of the township government or employees of the cable system. Said Board of Arbitrators are to render a decision for or against the rate change after fifteen (15) days from the date of the appointment to said Board. Any decision made by the Board of Arbitrators shall be in writing, shall be delivered to the Grantee and the township promptly after the decision is made and shall be binding on all parties concerned. All books, records, maps and files of the Grantee shall be made available to the Board of Arbitrators on their request.

If in the future, the State of Michigan regulates the rates of Grantee for the service provided for in this Franchise, this Section shall be of no effect during such state regulation to the extent of any conflict therewith.

Sec. 34. USE OF SYSTEM BY THE TOWNSHIP.

In consideration for the rights and privileges granted to the Grantee by the township by virtue of this ordinance, Grantee will provide free service to the township for use at the township offices. In the event the township expands its facilities and additional sets are required for use by the township at its offices, Grantee shall provide for free use of this system for a reasonable number of additional sets as may be required. The Grantee shall provide free monthly service to bona fide charitable organizations, churches and schools in the Township of Schoolcraft. Where peculiar or remote locations exist installation shall be furnished at actual wholesale cost plus labor. Grantee shall furnish a studio for the use of the township and schools from which programming can be originated. Equipment and personnel shall be furnished at Grantee's cost.

Sec. 35. PUBLICATION.

Grantee shall assume the cost of publication of this Franchise as such publication is required by law and is payable upon Grantee's filing of Acceptance of this Franchise.

Sec. 36. SEPARABILITY.

If any section, subsection, sentence, clause, phrase, or portion of this ordinance is for any reason held invalid or unconstitutional by any Court 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.

Sec. 37. ORDINANCES REPEALED.

All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

Adopted: August 13, 1974

Published: August 22, 1974