

12.100

**TELEVISION LICENSE ORDINANCE  
TOWNSHIP OF TYRONE, MICHIGAN  
ord. eff. May 13, 1981**

An ordinance granting a license to Fenton Cablevision, its successors and assigns, to operate and maintain a community antenna television system in the Township, setting forth conditions accompanying the grant of license: Providing for Township regulation and use of the community antenna television system: And, prescribing penalties for violation of the license provisions.

**THE TOWNSHIP OF TYRONE ORDAINS:**

**12.101 Sec. 1. SHORT TITLE.**

This ordinance shall be known and may be cited as the "Tyrone Township Community Antenna Television License Ordinance".  
(ord. eff. May 13, 1981)

**12.102 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 tense; 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. "Township" is the Township of Tyrone.
- b. "Township Board" or "Board" is the Township Board of Tyrone Township.
- c. "Company" shall mean and refer to Fenton Cablevision, its successors and assigns, the grantee of rights under this license.
- d. "CATV" shall mean the lines, fixtures, equipment, attachments and all appurtenances thereto which are used in the construction, operation and maintenance of the community antenna television system herein authorized.

- e. "License" shall mean that right, license and authority to operate, install and maintain a community antenna television system within the Township of Tyrone.
- f. "FCC" shall mean and refer to the Federal Communications Commission.
- g. "Persons" is any person, firm, partnership, association, corporation, company or organization of any kind.  
(ord. eff. May 13, 1981)

**12.103      Sec. 3. GRANT OF AUTHORITY.**

There is hereby granted, by the Board to Company, the right and privilege to construct, erect, operate and maintain in, upon, along, across, above, over and under the trees, alleys, public ways and public places now laid out or dedicated, and all extensions thereof and additions thereto in the Township, poles, wires, cables and underground conduits, manholes and other television conductors and fixtures necessary for the maintenance and operation in the Township of a community television system for the interception, sale and distribution of television and radio signals.

The Company shall have the right to enter into arrangements for the attachment onto and use of the facilities owned and operated by public utilities operated within the Township. Thereby, the Company shall strictly comply with the terms, provisions, and restrictions of said agreements and copies of all agreements made with other public utilities operating within the Township shall be placed on file with the Township Clerk's office immediately upon their execution.

The right to use and occupy said streets, alleys, public ways and places for the purpose herein set forth shall be nonexclusive.  
(ord. eff. May 13, 1981)

**12.104      Sec. 4. TERRITORIAL AREA INVOLVED.**

This license relates to the present territorial limits of the Township and to any area henceforth added thereto during the term of this license.  
(ord. eff. May 13, 1981)

**12.105 Sec. 5. COMPLIANCE WITH APPLICABLE LAWS, ORDINANCES, RULES AND REGULATIONS.**

The Company shall at all times during the life of this license ordinance be subject to all lawful exercise of the police power by the Township and to such reasonable regulation as the Township shall hereafter, by resolution or ordinance, provide. The construction, operation and maintenance of the system by the Company shall be in full compliance with the National Electric Code as from time to time amended and revised, and in full compliance with all other applicable rules and regulations now in effect or hereinafter adopted by the Federal Communications Commission, the Township, the State of Michigan and the United States government.  
(ord. eff. May 13, 1981)

**12.106 Sec. 6. LIABILITY AND INDEMNIFICATION.**

- a. Grantee shall indemnify and hold the Township of Tyrone harmless at all times during the term of this license, and specifically agrees that it will pay all damages and penalties which the Township may be legally required to pay as a result of granting this franchise. Such damages and penalties shall include, but not be limited to, damages arising out of the installation, operation, or maintenance of the CATV System authorized herein, whether or not any acts or omission complained of is authorized, allowed, or prohibited by this license.
- b. All of said insurance coverage shall provide with a thirty day notice to the Township of Tyrone in the event of material alteration or cancellation of any coverage afforded in said policies prior to the date said material alteration or cancellation shall become effective.
- c. Copies of all policies required hereunder shall be furnished to and be filed with the Township Clerk of the Township of Tyrone prior to the commencement of operations or the expiration of prior policies as the case may be.
- d. The Grantee shall pay and by the acceptance of this license, specifically agrees, that it will pay all expenses incurred by the Township of Tyrone and its officers, employees and agents in defending itself with regard to all damages, penalties, or other claims resulting from the acts of the Grantee, its assigns, employees, agents, invitees or other persons in addition to any

expense incurred by the Township in the enforcement of this ordinance. Said expenses shall include all out of pocket expenses such as attorney fees, and shall include the value of any services rendered by the Township Attorney or any other members of the Township legal staff or any other employee of the Township of Tyrone. The Grantee further agrees to reimburse the Township for any of the aforesaid expenses whenever the Township brings an action of any type against Grantee for the enforcement of this ordinance and the Township prevails in said action.

- e. The Grantee shall maintain, and by its acceptance of this license, specifically agrees that it will maintain throughout the terms of this license liability insurance insuring the Township and the Grantees with regard to all damages mentioned in subparagraph a. above in the minimum amounts of:
1. One Million (1,000,000.00) Dollars for bodily injury or death to any one (1) person, within the limit, however, of One Million (1,000,000.00) Dollars for bodily injury or death resulting from any one (1) accident.
  2. One Million (1,000,000.00) Dollars for property damage resulting from any one (1) accident.
  3. One Million (1,000,000.00) Dollars for all other types of liability.
- f. The Grantee shall maintain, and by its acceptance of this license, specifically agrees that it will maintain throughout the terms of this license, sufficient workmen's compensation insurance coverage to adequately and fully protect its agents and employees as required by law.
- g. The Township of Tyrone by and through its Township Board may, after the passage of five (5) years from the acceptance of this license, require that Grantee provide liability insurance with more extended coverage, and/or larger amounts of monetary protection coverage commensurate with the change in the cost of living as reflected by the percentage change in the Consumer Price Index all items Detroit, compiled by the Bureau of Labor Statistics, and the failure of Grantee to comply within sixty days (60) after notice of said request will result in the automatic revocation of this license.

- h. The Grantee shall maintain, and by its acceptance of this license, specifically agrees that it will maintain throughout the term of this license, a faithful performance bond running to the Township with at least two (2) good and sufficient sureties approved by the Township in the penal sum of Ten Thousand (\$10,000.00) Dollars, until construction is completed and Five Thousand (\$5,000.00) Dollars thereafter conditioned that the Grantee shall well and truly observe, fulfill and perform each term and condition of the license, and that in case of any breach of conditions of the bond, the amount thereof shall be recoverable from the principal and sureties thereof by the Township for all damages proximately resulting from the failure of the Grantee to well and faithfully observe and perform any provisions of this license.  
(ord. eff. May 13, 1981)

**12.107 Sec. 7. TIMETABLE FOR FILING FOR CERTIFICATION AND COMPLETION OF SYSTEM.**

- a. The Company shall diligently and without excused interruption effect the installation of the community antenna television system in the Township of Tyrone.
- b. The Company shall within 30 days of the effective date of this ordinance file its application for the necessary approval from the FCC.
- c. The Company shall diligently apply for all necessary permits and authorizations required in the conduct of its business, and shall diligently pursue the acquisition thereof, including necessary pole attachment contracts, and necessary authorizations from the Federal Aviation Agency to construct such receiving antenna towers as may be required, and any necessary authorizations for waivers from the Federal Communications Commission, and when any such permit, authorization, contract or waiver is obtained, a copy thereof shall be promptly filed by the licensee with the Commission.
- d. The Company shall, within six (6) months after receiving certification by the FCC, extend energized trunk cable to at least ten percent (10%) of the service area. (Attachment I)
- (e) The Company shall, within eight (8) months of the certification date, extend energized trunk cable to at least eighty percent (80%) of the service area.

- f. The Company shall, within one (1) year of the certification date, extend energized trunk cable to at least ninety percent (90%) of the service area.
- g. After the original approved system is constructed, the Company shall extend its system to homes once they exceed fifty (50) homes per mile of plant beginning at the closest activated plant.  
(ord. eff. May 13, 1981)

**12.108 Sec. 8. CONDITIONS ON STREET OCCUPANCY AND SYSTEM CONSTRUCTION.**

- a. **USE.** All transmission and distribution structures, lines and equipment erected by the Company within the Township shall be so located as to cause minimum interference with the proper use of streets, sidewalks, driveways, alleys and other public ways and places, and to cause minimum interference with the rights or reasonable convenience of property owners who adjoin any of said streets, sidewalks, driveways, alleys or other public ways and places.
- b. **RESTORATION** In case of any disturbance of streets, sidewalks, driveways, alleys, lawns, shrubs, fences, or paved areas, the Company shall, at its own expense and in a manner approved by the Township replace and restore such places so disturbed in as good a condition as before said work was commenced, and shall maintain the restoration in a condition approved by the Township for the full period of this license ordinance.
- c. **RELOCATION.** In the event that at any time during the period of this license ordinance the Township shall lawfully elect to alter or change the grade of any street, sidewalk, driveway, alley, or other public way, the Company, upon reasonable notice by the Township shall remove, relay and relocate its equipment at its own expense.
- d. **PLACEMENT OF FIXTURES.** The Company shall not place any fixtures or equipment where the same will interfere with any gas, electric, telephone or sewer water lines, fixtures and equipment, and location by the Company of its lines and equipment shall be in such manner as to not interfere with the usual travel on said streets, sidewalks, driveways, alleys and public ways and the use of the same by gas, electric, telephone and water and sewer lines and equipment.

- e. **TEMPORARY REMOVAL OF WIRES FOR BUILDING MOVING.** The Company 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 Company shall have the authority to require such payment in advance. The Company shall be given not less than forty-eight (48) hours advance notice to arrange for such temporary wire changes.
- f. **NO PROPERTY RIGHT.** Nothing in this license ordinance shall grant to the Company any right of property in Township owned property, nor shall the Township be compelled to maintain any of its property any longer than or in any fashion other than in the Township's judgement, its own business or needs may require.
- g. **NONLIABILITY OF TOWNSHIP.** The Township shall not be liable for any damage occurring to the property of the Company caused by employees of the Township in the performance of their duties, nor shall the Township be held liable for the interruption of service by actions of Township employees in the performance of their duties, nor shall the Township be held liable for the failure of the Company to be able to perform normal services due to acts of God.
- h. **PERMITS, EASEMENTS AND AGREEMENTS.** The Township shall not be required to assume any responsibility for the securing of any rights-of-way or easements, nor shall the Township be responsible for the securing of any permits or agreements with other persons or utilities.  
(ord. eff. May 13, 1981)

**12.109**      **Sec. 9. CONSTRUCTION APPROVAL BY TOWNSHIP;  
CORRECTION OF DEFECTS.**

- a. Except for individual service drops, the Company shall not erect any pole, run any line, make any attachment, nor shall any construction of any kind be commenced without the prior approval of the Township Clerk and, the Township shall have and maintain the right to inspect the construction, operation and maintenance of the system by the Company to insure the proper performance of the terms of this license ordinance.

- b. Where poles or other wire-holding structures already in existence for use in serving the Township are available for use by the Company, but it does not make arrangements for such use, the Township Board may require the Company 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 Company are just and reasonable.
- c. Where the Township or public utility serving the Township desires to make use of the poles or other wire-holding structures of the Company, but agreement therefor with the Company cannot be reached, the Township Board may require the Company to permit such use for such consideration and upon such terms as the Township Board shall determine to be just and reasonable if the Township Board determines that the use would enhance the public convenience and would not duly interfere with the Company's operation.

d. At the expiration of the term of any license granted pursuant to this ordinance, and upon its termination or cancellation as provided for herein, the Township shall have the right to require the Company to remove, at its own expense, all portions of the cable communications systems from all public ways within the Township.

(ord. eff. May 13, 1981)

**12.110 Sec. 10. MAPS, PLATS, AND REPORTS.**

The Company shall, on or before the first day of this license, and on or before each anniversary date thereof, file with the Township Clerk true and accurate maps or plats, with recurring updating, showing the location of all existing and proposed installation, which shall include all receiving and transmitting stations, all trunk lines, whether leased or owned outright, feeder lines, whether leased or owned outright; and, attached to such maps or plats shall be a list, by address, of current subscribers.

(ord. eff. May 13, 1981)

**12.111 Sec. 11. PROHIBITION AGAINST SELLING, INSTALLING, REPAIRING OF TV SETS AND RADIOS.**

The Company, any and all of its agents, officers and employees are specifically prohibited from engaging in the sale, service, rental or



leasing of television receivers, radio receivers, or television or radio receiver related parts and accessories, with any person anywhere in the Township whether for a fee or charge or not. The Company shall prohibit any of its officers, agents and employees from violating the terms of this section at all times, whether in the performance of duties of the Company or otherwise.  
(ord. eff. May 13, 1981)

**12.112      Sec. 12. SIGNAL QUALITY REQUIREMENTS.**

The Grantee shall:

- a.    Produce a picture, whether in black and white or in color, that is undistorted, free from ghost images and accompanied with proper sound on typical standard production television sets in good repair and as good as the state of the art allows;
- b.    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 electric or electronic systems;
- c.    Limit failures to a minimum by locating and correcting malfunctions properly but in no event longer than twenty-four (24) hours after notice;
- d.    Demonstrate by instrument and otherwise to subscribers that a signal of adequate strength and quality is being delivered.  
(ord. eff. May 13, 1981)

**12.113      Sec. 13. COLOR TELEVISION.**

The facilities used by the Grantee shall be capable of distributing color television signals; and when the signals the Grantee distributes are received in color, they shall be distributed in color where technically feasible.  
(ord. eff. May 13, 1981)

**12.114      Sec. 14. NUMBER OF CHANNELS.**

The Company shall install a so-called "all-band" system capable of distributing up to thirty (30) television channels or their equivalent. The system shall also be capable of two-way transmission of video and data information.  
(ord. eff. May 13, 1981)

**12.115 Sec. 15. 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.

(ord. eff. May 13, 1981)

**12.116 Sec. 16. OPERATION AND MAINTENANCE OF SYSTEM.**

The Company shall:

- a. Render efficient service, make repairs promptly and interrupt service only for good cause and for the shortest time possible. Said interruptions, insofar as it's possible shall be preceded by notice and shall occur during periods of minimum use of the system;
- b. Investigate and record any and all complaints regarding the quality of service, equipment malfunctions and any other matters relating to the picture and sound reception and shall, if requested, furnish the Township Clerk a copy of service records pertaining to a specific complaint.
- c. Maintain an office in the service area which shall be open during all usual business hours, have a listed telephone, have the number distributed to all subscribers at the time service is instituted, and be so operated that complaints and requests for repairs or adjustments may be received at any time twenty-four (24) hours each day.  
(ord. eff. May 13, 1981)

**12.117 Sec. 17. GOVERNMENTAL AND EDUCATIONAL ACCESS CHANNELS; FREE INSTALLATION.**

- a. The Company shall maintain at least one (1) specifically designated, noncommercial, educational and governmental access channel available on request from any educational or governmental agency, and said channel shall be made available at no cost to the local education or governmental authorities. Any origination equipment will be the responsibility of the Township but technical assistance could be provided by the Company.

- b. In addition, the Company will provide, upon request, free installation and service to each Township agency in the service area.  
(ord. eff. May 13, 1981)

**12.118      Sec. 18. SERVICE TO SCHOOLS.**

Upon the request of the Township and at no cost to the Township or to the schools or school system, except as provided herein, the Company shall provide the following service to all education locations and teaching stations, public or private, with the service area.

- a. The Company shall connect each educational building to the same cable network which connects all residential subscribers around the Township at no cost and shall connect individual classrooms at the request of the school board at a cost determined on a time and materials basis.  
(ord. eff. May 13, 1981)

**12.119      Sec. 19. EMERGENCY USE OF FACILITIES.**

In the case of any emergency or disaster, the Company shall, upon request of the Township Board, the Clerk, or the Township Supervisor, make available its facilities to the Township for emergency use during the emergency or disaster period. To this end, the cable communications system shall have an "automatic override" capability built into it so that emergency messages may be broadcast over all cable channels simultaneously from cable communications systems distribution source.  
(ord. eff. May 13, 1981)

**12.120      Sec. 20. PROHIBITION OF DISCRIMINATORY OR PREFERENTIAL PRACTICES.**

The Licensee shall not, in its rates or charges, or in making available the services or facilities of its system, or in its rules or regulations, or in any other respect, make or grant preference or advantages to any subscriber or potential subscriber to the system, or to any user or potential user of the system, and shall not subject any such persons to any prejudice or disadvantage. This provision shall not be deemed to prohibit promotional campaigns to stimulate subscriptions to the

system or other legitimate uses thereof; nor shall it be deemed to prohibit the establishment of a graduated scale of charges and classified rate schedules to which any customer coming within such classification shall be entitled.  
(ord. eff. May 13, 1981)

**12.121 Sec. 21. SERVICES AND CHARGES.**

The initial services and respective charges are listed in this section as follows:

**BASIC SERVICE**

<b>Channel</b>	<b>Affiliation</b>	<b>Format</b>	<b>Location</b>
1. 2	CBS	Network	Detroit
2. 4	NBC	Network	Detroit
3. 5	NBC	Network	Saginaw
4. 6	CBS	Network	Lansing
5. 7	ABC	Network	Detroit
6. 17	IND	Movies/Sports/Etc.	Atlanta - 24 hours
7. 12	ABC	Network	Flint
8. 9	WGN	Movies/Sports/Etc.	Chicago - 24 hours
9. 19	PBC	Educational	Delta College
10. 23	PBC	Educational	Lansing
11. 25	CBS	Network	Saginaw
12. 28	PBC	Educational	Flint
13. 50	IND	Movies/Sports/Etc.	Detroit
14. 56	PBC	Educational	Detroit
15. 62	IND	Movies/Sports/Etc.	Detroit - 24 hours

<b>Channel</b>	<b>Affiliation</b>	<b>Format</b>	<b>Location</b>
16. A	CBN	Religious	Virginia - 24 hours
17. B	UPI	New/Sports/Stocks	New York - 24 hours
18. C	NICKLEDEON	Childrens Channel	New York - 24 hours
19. D	ESPN	Sports	New York - 24 hours
20. E	Optional	Home Box Office	New York
21. F	Optional	The Movie Channel	New York - 24 hours

### **OPTIONAL SERVICES**

- A. Additional outlets for television sets.
- B. FM music (14 channels) for connection to stereo sets.
- C. Channels consisting of first run movies without commercials, sports and special plays and nightclub acts.

### **CHARGES FOR SERVICES BASIC**

Monthly Service Charge Basic Service .....	\$ 8.00
Connection of Basic Service .....	20.00
Reconnection of Basic Service .....	10.00
Transfer of Basic Service .....	10.00

### **OPTIONAL**

Monthly Service Charge for Additional TV Outlets .....	\$ 2.50
Monthly Service Charge for FM Outlets .....	1.50
Connection of Additional Outlets .....	15.00
Reconnection of Additional Outlets .....	7.50
Transfer of Additional Outlets .....	7.50

## MOVIE AND SPORTS

Monthly Service Charge for Movies and Sports .....	\$ 8.00
Monthly Service Charge for Additional Outlet .....	8.00
Connection of Package .....	18.00
Reconnection of Package .....	9.00
Transfer of Package .....	9.00

## DEPOSITS

A one time Converter Deposit per Converter Installed .....	\$15.00
(Interest at the rate of six percent (6%) per annum will be paid on the deposit).	
Charge for Unreturned Converter at Disconnection .....	80.00

## MAINTENANCE

Maintenance on all Services and Accessories except for willful destruction .....	None
--	------

During the initial offering of the service and thirty (30) days thereafter, all connection charges will be at half price.  
(ord. eff. May 13, 1981)

### 12.122 Sec. 22. RATES.

The Company shall not without permission of the Township Board, charge rates for any service or maintenance or other charge in excess of that which is charged for the substantially same or similar service, maintenance or charge for the City of Fenton.  
(ord. eff. May 13, 1981)

### 12.123 Sec. 23. REMOVAL OF FACILITIES UPON REQUEST.

Upon the termination of service to any subscriber, the Company shall remove all of its facilities and equipment from the premises of

such subscriber upon his request, and such removal shall be completed within seventy-two (72) hours from the time of the request. (ord. eff. May 13, 1981)

**12.124 Sec. 24. RIGHT TO PRIVACY.**

The Company shall not permit any part of its system to be used by any person, firm, corporation or governmental agency for an electronic eavesdropping or surveillance or for any monitory purposes which constitutes an invasion of the right to privacy of any subscriber or user of such system unless said eavesdropping, surveillance or monitoring is performed pursuant to existing state and federal laws by a governmental law enforcement agency. (ord. eff. May 13, 1981)

**12.125 Sec. 25. TERMS OF LICENSE.**

a. The Company shall pay to the Township annually the amount of Five Hundred (\$500.00) Dollars or an amount equal to three percent (3%) of the annual gross operating revenues taken in and received by it for Basic Cable Service within the Township during the year, and one and one-half percent (1½%) of revenues received from Optional Services such as movie and sports packages, whichever amount is greater, for the use of the streets and other facilities of the Township and the operation of the CATV system and for the municipal supervision thereof. This payment shall be in addition to any other tax or payment owed to the Township by the Grantee. This payment shall be made on acceptance of the license, and on each anniversary for the term of the license.

b. **EFFECTIVE DATE.** This license shall take effect immediately after the adoption of this ordinance.

c. **DURATION.** The rights granted under this license shall continue for an initial term of fifteen (15) years from the effective date of this ordinance, provided that within fifteen (15) days after the date of the passage of this ordinance, the Company shall file, with the Township Clerk, its unconditional acceptance of this license 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 and on behalf of the Grantee before a notary public or other officer authorized by law to administer oaths.

Should the Grantee fail to comply with subsection a., above, it shall acquire no rights, privileges or authority under this license whatever.

(ord. eff. May 13, 1981)

**12.126 Sec. 26. RECORDS AND REPORTS.**

The Township shall have access at all reasonable hours to all of the Company's plans, contracts, engineering, accounting, financial, statistical, customer and service records relating to the property and operation of the system by the Company, and to such other records as may be required by the Township.

(ord. eff. May 13, 1981)

**12.127 Sec. 27. RIGHTS RESERVED TO TOWNSHIP.**

a. The right is hereby reserved to the Township for the Township Board to adopt, in addition to the provisions contained herein and 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 install and maintain free of charge, upon the poles and cables of the Company any wire and pole fixtures necessary for a police, fire or municipal utility alarm system on the condition that such wire or pole fixtures do not interfere with the cable communications operations of the Company, and that such installations shall be installed in a safe manner in accordance with State and Township regulations.

c. The Township shall have the right to supervise all construction or installation work performed subject to the provisions of this ordinance and make such inspections as it shall find necessary to insure compliance with the terms of this ordinance and all other pertinent provisions of law.

(ord. eff. May 13, 1981)



**12.128 . Sec. 28. TRANSFER OR CHANGE OF CONTROL OF LICENSE.**

- a. The license granted pursuant to this ordinance is non-transferable by the Company to any other person except with the express approval of the Township Board and subject to such transferee having submitted an application and any other information requested by the Township Board to said Board, and subject further to said transferee meeting all terms, conditions and requirements of this ordinance.
  
- b. The license issued pursuant to this ordinance shall automatically terminate where ownership or control of more than fifty percent (50%) of the right of control of the Company is acquired by a person or group of persons acting in concert, none of whom already own or control fifty percent (50%) or more of such right of control, singularly or collectively, and an application for a new license shall be made or said license transferred pursuant to the provisions of subsection a. of this section.  
(ord. eff. May 13, 1981)

Adopted: May 5, 1981

12.130

**RESOLUTION TO ADOPT TYRONE TOWNSHIP  
ORDINANCE: FENTON CABLEVISION LICENSE  
TOWNSHIP OF TYRONE, MICHIGAN  
adopt. May 5, 1981**

WHEREAS the Tyrone Township Board has received a request by Michigan Television Communications Corporation, and

WHEREAS the Township has reviewed this with their Attorney, and

WHEREAS the proposed Ordinance has been revised to insure the Township is held harmless from any damages resulting from the operation of this business;

NOW, THEREFORE, BE IT RESOLVED THAT the Tyrone Township Board hereby adopts TYRONE TOWNSHIP COMMUNITY ANTENNA LICENSE TV ORDINANCE.

BE IT FURTHER RESOLVED THAT this Ordinance establishes a nonexclusive business license for Fenton Cablevision, subject to the privileges and restrictions contained therein.

Schumacher moved we adopt the Resolution for Fenton Cablevision. Hill support. Roll call vote: Hill, yes; Hyde, yes; Melville, yes; Schumacker, yes; Becker, yes. The Resolution is adopted.

Published: May 13, 1981

Effective: Immediately After Publication

**CERTIFICATION OF CLERK**

I, Carroll C. Becker, Clerk of the Township of Tyrone, County of Livingston, Michigan, do hereby certify this to be a true and complete copy of an Ordinance granting a nonexclusive license to Fenton Cablevision to operate and maintain a community antenna television system in the Township which was duly adopted by the Tyrone Township Board at a regular meeting thereof held on May 5, 1981, in witness whereof I have set my seal this Seventh Day of May, Nineteen Hundred, Eighty-One.