Scholarship pageant applications available

Applications are still available for young women interested in being Miss Farmington 1982, winning a scholarship and competing in the Miss Michigan Pageant.

Tuesday is deadline to enter the ninth Annual Miss Farmington Scholarship Pageant, which will be staged July 28 as part of the Farmington and Farmington Hills Founders Festival.

The scholarship pageant is open to young women who have been residents of Farmington or Farmington Hills since Jan. 1 and have never been married. Entrants must be at least 17-24 years old as of Sept. 15.

The woman selected as Miss Farmington 1982 will compete in the Miss Michigan Scholarship Pageant in 1983 and could advance to the famed Miss America Pageant.

Contestants will be judged on personality, poise and talent, swimsuit and evening gown presentations by a panel of qualified judges. Seminars and workshops conducted by former Miss Farmingtons will cover personal grooming, talent presentation, and modeling and interviewing techniques.

In addition to the public recognition, self-confidence and friendships gained through pageant participation, the scholarship has been used by winners to further their college education, seek training in the arts or pursue modeling careers.

Miss Farmington 1982 also will receive a wardrobe allowance and an assortment of other gifts. The first and second runners-up, in addition to the winner of talent competition, also receive cash prizes and gifts.

Entry forms and other details are available from the Farmington Area Chamber of Commerce office, 23715 Farmington Road at Grand River.

Interior design tour

National Home Fashions League, Inc. will hold its annual Designer House Walk on June 5. This year's event will feature six homes designed by local designers.

Tickets at $12.50 each include gourmet snacks served by Peter Goatley of Palate Pleasers and pastries by Sweet Lorraine.

Hours for the house walk are 10 a.m. to 4 p.m.

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Continued from Page 13C

additional channel capacity as required to keep channel capacity in excess of the reasonable demand thereof by users. At all times the cable system shall be no less advanced than any other system of comparable size, excepting only systems which are experimental, pilot, or demonstration. The City may order the Grantee to comply with this section in case of specific violation, which it may investigate upon complaint or on its own motion.

SECTION 28. AREAWIDE INTERCONNECTION OF CATV SYSTEMS

a. Interconnection Required

The Grantee shall interconnect access channels of the cable system with any or all other CATV systems in adjacent areas, only upon the directive of the City. Interconnection of systems may be done by direct cable connection, microwave link, satellite, or other appropriate method.

b. Interconnection Procedure

Upon receiving the directive of the City to interconnect, the Grantee shall immediately initiate negotiations with the other affected system or systems in order that all costs may be shared equally among cable companies for both construction and operation of the interconnection link.

c. Relief

The Grantee may be granted reasonable extensions of time to interconnect or the City may rescind its order to interconnect upon petition by the franchise to the City. The City shall grant said request if it finds that the Grantee has negotiated in good faith and has failed to obtain an approval from the system or systems of the proposed interconnection, or that the cost of the interconnection would cause an unreasonable or unacceptable increase in subscriber rates.

d. Cooperation Required

The Grantee shall cooperate with any interconnection corporation, regional interconnection authority or city, county, state and federal regulatory agency which may be hereafter established for the purpose of regulating, financing, or otherwise providing for the interconnection of cable systems beyond the boundaries of the City.

SECTION 29. ACCEPTANCE AND EFFECTIVE DATE OF FRANCHISE

a. No franchise granted pursuant to the provisions of this ordinance shall become effective unless and until this ordinance has become effective and, in addition, unless and until all things required in this section are done and completed, all of such things being hereby declared to be conditions precedent to the effectiveness of any such franchise granted hereunder. In the event any of such things are not done and completed in the time and manner required, the Council may declare the franchise null and void.

b. Within thirty (30) days after the effective date of this ordinance awarding a franchise or within such extended period of time as the City Council in its discretion may authorize, the Grantee shall file with the City Clerk its written acceptance, in form satisfactory to the City Attorney, of the franchise, together with the insurance policies, bond, and Letter of Credit required by Sections 13, 14 and 15, respectively, and its agreement to be bound by and to comply with and to do all things required of him by the provisions of this ordinance. Such acceptance and agreement shall be acknowledged by the Grantee before a notary public and shall in form and content be satisfactory to and approved by the City Attorney.

SECTION 30. VIOLATIONS

a. From and after the effective date of this ordinance, it shall be unlawful for any person to establish, operate or to carry on the business of operating a cable television system unless a franchise therefor has first been obtained pursuant to the provisions of this ordinance, and unless such franchise is in full force and effect.

b. From and after the effective date of this ordinance, it shall be unlawful for any person to construct, install or maintain within any public street in the City, or within any other public property of the City, or within any privately-owned area within the City which has not yet become a public street but is designated or delineated as a proposed public street on any tentative subdivision map approved by the City, any equipment or facilities for the purpose of operating a cable television system unless a franchise authorizing such use of such street or property or area has first been obtained pursuant to the provisions of this ordinance, and unless such franchise is in full force and effect.

c. It shall be unlawful for any person, firm or corporation to make any authorized connection, whether physically, electrically, acoustically, inductively or otherwise, with any part of a franchised CATV system within this City for the purpose of enabling himself or others to receive any cable television service, without payment to the owner of said system, or to make any unauthorized connection for any purpose.

d. It shall be unlawful for any person, without the consent of the owner, to willfully tamper with, remove or injure any cables, wires or equipment used for distribution of cable television service.

e. 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 City of Farmington during the term of this franchise, and the Grantee shall not allow any of its shareholders to so engage in any such business.

f. It shall be unlawful for any person to make or grant any undue preference or advantage to any other person or subject any person to any undue prejudice or disadvantage, as to rates, charges, service, service facilities, rules, regulations, or any other respect; provided, however, connection charges may be waived or modified during promotional campaigns of Grantee.

g. Any person who is found to have committed an unlawful act as described herein, or who otherwise violates any of the provisions of this ordinance, shall be punished by a fine of not more than $500 for each day said unlawful act or violation continues.

SECTION 31. GRANTEE'S APPLICATION INCORPORATED

By its acceptance of the franchise, Grantee specifically grants and agrees that its application is thereby incorporated by reference and amde a part of this ordinance. In the event of a conflict between proposed services listed in said application and the provisions of this ordinance, that provision which provides the greatest benefit to the City, in the opinion of the City Council, shall prevail. Failure to provide services as promised in Grantee's application as incorporated herein shall be deemed a breach of this ordinance to which the provisions of Section 22 of this ordinance shall apply.

SECTION 32. JOINT ADMINISTRATION OF FRANCHISE

Nothing contained in this Ordinance shall be construed to preclude or restrict the municipalities of Farmington, Farmington Hills, and Novi, which jave joined to cooperatively process applications for a cable TV system for the three cities, and selected a single operator for all three cities, to establish, temporarily or otherwise, a joint system to administer this cable franchise for all three cities and/or to establish one or more joint authorities, commissions, councils or other similar body(s) to act on any matter, on behalf of the three municipalities, that any individual city, under this Ordinance, is impowered to act upon. The three above municipalities shall also have the right to delegate to any such joint body established by the three cities, their rights to negotiate an appropriate system of local access, both public and institutional, including matters related to studios, equipment, staff assistance, and such other facilities and accessories included in the proposal of the Grantee. Such system shall be established within the budgeted cost of the Grantee's original proposal unless otherwise agreed upon by the parties.

SECTION 33. SEVERABILITY

If any section, sentence, clause or phrase of the ordinance is held unconstitutional or otherwise invalid, such Infirmity shall not affect the validity of the ordinance, and any portions in conflict are hereby repealed. Provided, however, that in the event that the state or federal government laws or regulations renders any section invalid, then such section or sections shall be renegotiated by the City and the Grantee.

SECTION 34. GRANTEE WITHOUT RECOURSE

a. Grantee shall have no recourse whatsoever against the City for any loss, cost, or expense, or damage arising out of any of the provisions or requirements of this franchise or because of the enforcement thereof by the City, nor for the failure of the City to have authority to grant all or any part of this franchie.

b. Grantee expressly acknowledges that on accepting this franchise it did so relying on its own investigation and understanding of the power and authority to grant this franchise.

c. By acceptance of this franchise, Grantee acknowledges that it has not been induced to enter into this franchise by any understanding or promise or other statement, whether verbal or written, by or on behalf of City, or by any other third person concerning any term or condition of this franchise not expressed herein.

d. Grantee further acknowledges by the acceptance of this franchise that it has carefully read the terms and conditions hereof, and is willing to and does accept all of the risks of the meeting of such terms and conditions, and agrees that in the event of any ambiguity therein, or in the event of any dispute over the meaning thereof, the same shall be construed strictly against Grantee and in favor of City.

SECTION 35. GENERAL PROVISIONS - RIGHTS RESERVED TO GRANTEE

a. Grantee shall not be excused from complying with any of the terms or conditions of this franchise by any failure of the City on any one or more occasions to insist on or to seek compliance with any such terms or conditions.

b. Whenever this franchise shall set forth any time for any action to be performed by or on behalf of Grantee, the said time shall be deemed of the essence and any failure of Grantee to perform within the time allotted shall always be sufficient grounds for the City to terminate and/or revoke this franchise.

c. Grantee agrees by the acceptance of this franchise that it will not at any time set up against the City in any claim or proceeding, any condition or term of this franchise as unreasonable, arbitrary or void, or that the City has no power or authority to make such term or conditions, but shall be required to accept the validity of the terms and conditions of this franchise in their entirety.

d. Without limitation on the rights which the City might otherwise have, the City does hereby expressly reserve the right, powers, and authority to exercise its governmental power now, or hereafter to the full extent that such powers may be vested in or granted to the City; to determine through its City Council any question of fact relating to the meaning, terms, obligations, or other factors of this franchise; and to grant additional franchises in the City to other persons for the contract at CATV under any conditions whatsoever, acceptable to City, notwithstanding such additional franchises might be alleged to contain more favorable conditions than the rights granted herein, subject to Section 2 hereof.

EXHIBIT A - CONSTRUCTION MAP AND SCHEDULE
EXHIBIT B - INITIAL RATE SCHEDULE
EXHIBIT C - CHANNEL LINEUP
The above exhibits are on file in the City Clerk's Office.

This ordinance was introduced at a regular meeting of the Farmington City Council on April 19, 1982, was adopted and enacted at a regular meeting of the Council on May 17, 1982, and will become effective ten days after publication.
AYES: Hartsock, Mitchell, Tupper, Yoder, Bennett.
NAYS: None.
ABSENT: None

A resolution was adopted certifying delinquent accounts to be placed on the 1982 Tax Roll.
Monthly bills were approved for payment.
The meeting adjourned at 9:40 p.m.

ALTON L. BENNETT, Mayor
JOSEPHINE M. BUSHEY, City Clerk

Publish: May 27, 1982