

ORDINANCE NO. 1991-1

AN ORDINANCE OF THE BISHOP INDIAN TRIBAL COUNCIL, AS THE GOVERNING BODY OF THE BISHOP PAIUTE RESERVATION, STATE OF CALIFORNIA, PROVIDING FOR THE GRANTING OF FRANCHISES FOR CABLE TELEVISION SYSTEMS WITHIN THE BISHOP PAIUTE RESERVATION, AND THE TERMS, CONDITIONS AND LIMITATIONS UNDER WHICH ANY SUCH CABLE TELEVISION SYSTEMS SHALL OPERATE WITHIN THE BISHOP PAIUTE RESERVATION.

The Bishop Indian Tribal Council of the Bishop Paiute Reservation does ordain as follows:

SECTION 1. PURPOSE: The purpose of this ordinance is to provide for the granting of franchises to construct, operate and maintain cable television systems on the Bishop Paiute Reservation by the Bishop Indian Tribal Council to any person, firm or corporation offering to furnish and provide such a system under and pursuant to the terms and provisions of this chapter.

SECTION 2. DEFINITIONS: For the purpose of this ordinance the following terms, phrases, words and their derivations shall have the meanings used in any particular tense, number and gender. The word "may" is always directory and discretionary not mandatory; the word "shall" is always mandatory and not discretionary and directory:

(A) "Reservation" means the Bishop Paiute Reservation.

(B) "CATV" means cable television system and includes any system employing antennae, microwave, wires, wave-guides, coaxial cables or other conductors, equipment or facilities designed, constructed or used for the purpose of:

(1) Collecting and amplifying local and distant broadcast television or radio signals and distributing and transmitting them;

(2) Transmitting original cable cast programming not received through television broadcast signals;

(3) Transmitting television picture, film and videotape programs not received through broadcast television signals, whether or not encoded or processed to permit reception by only selected receivers;

(4) Transmitting and receiving all other signals: digital voice and audio visual; provided, however, that any of the services permitted hereunder to be performed as described above shall be those performed by the franchisee for subscribers as herein defined in the operation of a CATV system franchised by the Bishop Indian Tribal Council and not otherwise.

(C) "Franchisee" means any person, firm or corporation receiving the grant of any franchise hereunder and includes any lawful successor to the interest of such person, firm or corporation.

(D) "Street" means the surface of and the space above and below any public highway, street, road, freeway, land, alley, court, sidewalk, parkway, drive or any other such interest or place in which there is public control or discretion as to the use or occupancy thereof which now or hereafter exists within the Reservation.

(E) "Subscriber" means any person or entity authorized to receive for any purpose any or all of the services of the franchisee herein.

(F) "Gross Receipts" means any and all monies and the fair market value of any other thing which is received directly or indirectly from any subscriber or from any source in payment or in consideration for any service supplied or performed on the Bishop Paiute Reservation or for any service performed elsewhere which is transmitted or conveyed in or through the Bishop Paiute Reservation, but "gross receipts" does not include any income refunded by franchisee, any write-off of uncollectable accounts or any taxes on the service furnished by the franchisee imposed directly on the user or subscriber by any city, county, state or governmental unit and collected by the franchisee for such governmental units.

(G) "Reservation" means the Bishop Paiute Reservation, Bishop, California.

(H) "Council means the Bishop Indian Tribal Council.

SECTION 3. FRANCHISE AUTHORITY: The Council may grant, pursuant to the terms and provisions of this Ordinance, after noticed public hearing, a franchise or franchises to a franchisee or franchisees to do the following within all or a portion of the Reservation:

(A) Maintain and operate facilities and properties for the collection, transmission, conduction, amplification, conversion and distribution of programs by wire, by use of electricity radiation or any other energy source;

(B) Erect, install, construct, repairs, replace, reconstruct, maintain and retain in, on, over, under, across and along with public street, such poles, wire, cable, conductors, ducts, vaults, manholes, amplifiers, appliances, attachments and other property as may be necessary and appurtenant to the CATV system. And in addition so to use, operate and provide similar facilities or properties rented or leased from other persons, firms or corporations, including, but not limited to, any public utility or other franchisee or licensee of the Council provided, however, that no poles shall be erected or

maintained in any public street in which there exists or is being erected a pole line of any public or private corporation or person engaged in service to the public utility and which pole line is reasonably available to the franchisee for use pursuant to a pole rental agreement;

(C) A franchise granted to provide service shall authorize and permit the franchisee to solicit, sell distribute and make a charge to subscribers within that part of the Reservation served by the franchise for connection to the CATV system of the franchisee.

SECTION 4. TERM: No franchise or any renewal thereof granted by the Council under this Ordinance shall be for a term longer than five years. Renewals may be made by resolution of the Council. The term of any franchise granted under this Ordinance shall commence at the hour of 12:01 p.m. on the next following the acceptance thereof by the franchisee and said term shall expire at the hour of 12:00 noon on the last day of the term thereof.

(A) Any franchise may be terminated prior to its expiration date by the Council in the event that the Council has found, after notice and public hearing, that:

(1) That franchisee has failed to comply with provisions of this Ordinance or has by act or omission violated term

or condition of any franchise or permit issued under this Ordinance; or

(2) Any provisions of this Ordinance has become invalid or unenforceable and the Council finds that such provision constitutes a consideration material to the issuance of such franchise. In either case the franchisee shall be given at least thirty days written notice of any such termination proceedings.

SECTION 5. FEE:

(A) Any franchisee shall, during the term of its franchise, pay to the Council annually in lawful money of the United states two (2%) of the total gross receipts collected or received or in any manner gained or derived in any calendar year or portion thereof by the franchisee from the use, operation or possession of the franchise granted under this Ordinance on first tier service. No franchise fee shall be payable for premium (or second tier) services.

(B) The payments required by this section shall be paid annually and be due on or before the last day of March for the preceding year. Payments shall be accompanied by a statement verified by a certified public accountant or owner or officer of franchisee showing in detail the total gross

receipts received by the franchisee during the receding calendar year or portion thereof from the operation of its franchised CATV system on the Reservation. The franchisee shall at all times maintain accurate and complete accounts of all gross earnings and income arising out of its operation under its franchise. The franchisee's books, accounts, records and all pertinent accounting data shall at all reasonable times be open to inspection, audit and examination by any officer, agent or employee of the council authorized to make such inspection. The franchisee shall keep such records, books, accounts and all pertinent accounting data in such form as to enable such authorized persons to ascertain the amounts due the Council and to determine any other facts relative to the provisions of the franchisee and also to the statements made in the franchise application. The right is reserved to the Council to audit and recompute any and all amounts paid under this Ordinance and no acceptance of any payment shall be construed as a release or as an accord and satisfaction of any claim the Council may have for further or additional sums payable under this Ordinance or for the performance of any other obligation.

SECTION 6. FIRST TIER SERVICE REQUIREMENTS:

(A) The minimum first tier service shall be the existing three networks and at least one independent station if such station is being provided as of August 1, 1990.

(B) No channel provided as of August 1, 1990 shall be included in other than the first tier service.

(C) No premium (or second tier) service may be provided without offering the first tier service.

(D) The franchisee shall be prohibited from requiring its subscribers to subscribe to a premium (or second tier) service as a requirement to receiving first tier service.

(E) The contents of the first tier service and minimum first tier service for franchises granted after August 1, 1991 shall be determined by the Board and expressed in their resolution granting said franchise .

(F) A franchisee shall apply to the Council for permission to substitute any station or channel compromising said franchisee's first tier or minimum first tier service. The Council may by resolution grant such substitution.

SECTION 7. REQUIREMENTS GENERALLY: In addition to any other franchise requirements under this Ordinance or made or adopted as provided in this Ordinance the requirements of Sections 8 through 13 shall apply to any franchise granted or renewed by the Council under this Ordinance.

SECTION 8. FEE PAYMENTS NOT IN LIEU OF TAXES:

Franchise fee

payments to the Council by the franchisee shall not be in lieu of any occupation, income, franchise or property tax or similar levy, assessment, fee or charge which would otherwise apply to and be payable by the franchisee to the Council unless otherwise provided by ordinance.

SECTION 9. CORPORATE SURETY BOND:

Upon acceptance of such

franchise the franchisee shall file with the Council and shall therefore, during the entire term of such franchise, maintain in full force and effect a corporate surety bond or other adequate surety agreement in the amount of Ten Thousand (\$10,000) Dollars and in such kind as shall be approved by the Council and conditioned that in the event the franchisee fails to comply with anyone or more of the provisions of such franchise then there shall be recoverable, jointly and severally from the principal and surety, any damages or cost suffered or incurred by the Council as a result thereof, including attorney fees and the costs of any action or proceedings and including the full amount of any compensation, indemnification, cost of removal or abandonment of any property or other costs which may be in default up to the full principal amount of such bond; and said conditions shall be a continuing obligation during the entire term of such franchise and thereafter until the franchisee shall have satisfied in full any and all obligations to the Council which arise out of or pertain to said franchise. The Council may, upon application after at least

two (2) years of operation by franchisee, reduce or waive the bond requirements of this subsection.

SECTION 10. COMPREHENSIVE LIABILITY INSURANCE: Upon acceptance of such franchise the franchisee shall file with the Council and shall thereafter, during the entire term of such franchise, maintain in full force and effect a general comprehensive liability policy of insurance from a company authorized to do business in the state and in a form satisfactory to the Council, which shall provide primary coverage for the Council, its officers, boards, commission, agents and employees against liability for loss or damage for personal injury, death and property damage occasioned by any activity or operation of the franchisee under such franchise and which shall contain and include a standard cross liability endorsement thereto. The policy shall provide minimum liability limits of One Hundred Thousand Dollars (\$100,000) for personal injury and death of any one person and Three Hundred Thousand Dollars (\$300,000) for personal or death of two or more persons in anyone occurrence and Fifty Thousand Dollars (\$50,000) for damage to property resulting from any one occurrence. The policies shall contain a provision that written notice of a cancellation or reduction in coverage of said policy be delivered to the Council not less than ten days in advance of the effective date thereof. The policy may be filed with the Council in the form of a copy of said policy or by a certificate of insurance. This section is waved so long as franchisee has an

identical policy of insurance pursuant to its franchise with the County of Inyo.

SECTION 11. INDEMNIFICATION OF COUNCIL: The franchisee shall indemnify and hold harmless the Council, its Boards, commissions, agents and employees, except for their sole negligence, against and from any and all claims, demands, causes of actions, actions, suites, proceedings, damages (including damages to Reservation property), costs or liabilities of every kind and nature whatsoever and regardless of the merit of any of the same and against all liability to others and against any loss, cost and expense resulting or arising out of any of the same, including any attorney's fees, accountant's fees, expert witness or consultant fees, court costs, per diem expenses, traveling and transportation expense or other costs or expenses arising out of or pertaining to the exercise or the enjoying of any franchise hereunder by the franchisee or the granting thereof by the Council, including, but not limited to any of the same caused or alleged to have been caused by any act or omission of any indemnity thereunder; and the franchisee shall, at the risk and expense of the franchisee, upon demand of the Council, appear in and defend any and all suits, actions or other legal proceedings, whether judicial, quasi-judicial, administrative, legislative or otherwise brought or instituted or had by third persons or duly constituted authorities against or affecting the Council, its officer, Boards, commissions, agents or employees and arising out of or pertaining to the

exercise or the enjoying of such franchise or the granting thereof by the Council, including, but not limited to any of the same caused or alleged to have been caused by any act or omission of any indemnity hereunder; and the franchisee shall pay and satisfy any judgment, decree, order, directive or demand rendered, made or issued against the franchisee, the Council, its officers, Boards, commissions, agents or employees in any of those premises; and such indemnity shall exist and continue without reference to or limitation by the amount of any bond, policy of insurance, deposit, undertaking or other assurance required hereunder or otherwise; provided that neither the franchisee nor the Council shall make or enter into any compromise or settlement of any claim, demand, cause of action, suit or other proceeding without first obtaining the written consent of the other.

SECTION 12. CONSTRUCTION, INSTALLATION AND SERVICE

STANDARDS:

(A) All franchised property shall be build and constructed in a good and workmanlike manner and of good material. At all reasonable times the franchisee shall permit any duly authorized representative of the Council to examine all property of the franchisee, constructed, laid, operated or maintained pursuant to the franchise; and to examine all books, accounts, papers, maps and other records maintained by the franchisee concerning the operations, transactions, property or financial condition of the franchisee.

(B) The franchisee shall utilize existing poles and other facilities whenever possible and shall not construct or install any new, different or additional poles or other facilities unless and until first securing the written approval of the Council for any of the same; provided that whenever the franchisee does not utilize existing poles and other facilities or whenever existing facilities shall be located beneath the surface of the streets or whenever the Council undertakes a program designed to cause all facilities to be located beneath the surface of the streets in any area within the franchise area then the privilege of the franchisee to construct, install, maintain or replace any poles or other facilities in, on or over any street, shall at all times be subject to the right of the Council, in the exercise of its police power or pursuant to the terms hereof, upon reasonable notice to the franchisee to require any such facilities of the franchisee to be constructed, installed or placed beneath the surface of the streets; and any construction, installation, placement, replacement or changes which may be so required shall be made at the sole expense of the franchisee. When property owners pay all or a portion of such underground costs by the Local Improvement District Method or otherwise, franchisee shall be entitled to a prorated portion of such payments.

(C) The Council shall have the right, free of charge, to make additional use for any public or Council purpose, whether governmental or proprietary, of any poles or other facilities erected, controlled or maintained exclusively by or for the franchisee in any street, provided such use by the Council does not interfere with the use by the franchisee.

(D) The franchisee shall, at the expense of the franchisee, protect, support, temporarily disconnect, relocate or remove any property of the franchisee when, in the opinion of the Council the same is required by reason of traffic conditions, public safety, street vacation, freeway or street construction, change or establishment of street grade, installation of sewers, drains, water pipes, power lines, signal lines, transportation facilities, tract or any other type of structure or improvements by governmental agencies, whether acting in ~ governmental or a proprietary capacity or any other structure or public improvement, including, but not limited to moving of buildings and any general program under which the Council undertakes to cause all such properties to be located beneath the surface of the ground; provided that the franchisee shall, in all cases, have the privilege subject to corresponding obligation, to abandon any property of the franchisee in place, as herein provided and nothing hereunder shall be deemed a taking of property of the franchisee and the franchisee shall be entitled to no surcharge by reason of anything hereunder.

(E) In the event the use of any part of the system of the franchisee is discontinued for any reason for a continuous period of one hundred and eighty (180) days without prior written notice to and approval by the Councilor in the event any part of such system has been installed in any street or other area without complying with the requirements hereof, or in the event any franchise is terminated, canceled or expires the franchisee and, at no expense to the Council, upon demand of the Council, promptly remove from any street or other area all property of the franchise and the franchisee shall promptly restore the street or other area from which such property has been removed to such condition as the Council shall approve; provided the Council may, upon written application therefore by the franchisee, approve the abandonment of any such property in place by the franchisee and under such terms and conditions as the Council may prescribe; and upon abandonment of any such property in place the franchise shall cause to be executed, acknowledged and delivered to the Council such instruments as the Council shall prescribe and approve, transferring and conveying the ownership of such property to the Council.

(F) Upon the failure, refusal or neglect of the franchisee to cause any work or other act required by law or hereafter to be properly completed in, on, over or under any street within any time prescribed therefore or upon notice given where no time

is prescribed the Council may cause such work or other act to be completed in whole or in part and upon so doing shall submit to the franchisee an itemized statement of costs thereof and the franchisee shall, within thirty (30) days after receipt of such statement, pay to the Council the entire amount thereof.

SECTION 13. NO RECOURSE AGAINST COUNCIL: The franchisee shall have no recourse whatsoever against the Council for any loss, cost, expense or damage arising out of any provision or requirement of this Ordinance or of any franchise issued hereunder or because of its enforcement.

SECTION 14. UNLAWFUL ACTIVITIES:

(A) Neither the franchisee nor any person, firm or corporation engaging directly or indirectly in the business of advertising any product or service or of manufacturing, selling, leasing, renting, furnishing, providing, repairing or servicing any product shall use or cause or permit the subscriber list or any part of the system of the franchisee to be used for other than a CATV purpose.

(B) The franchisee shall not enter or encroach upon or interfere with or obstruct any private property without the express authority and permission given herein and any franchise hereunder shall not be construed to grant or imply any permission so to do.

(C) The franchisee shall use and operate its system and any franchise granted under this chapter solely and exclusively for the purpose expressly authorized thereby and herein and for no other purpose whatsoever.

SECTION 16. COMPLAINT PROCEDURES:

(A) The franchisee shall keep a record of all complaints from subscribers. The record shall identify the subscriber and his address, the location and date of the complaint and a technician's report on the disposition of the complaint, including the following items as applicable:

(1) Carrier levels at the service drop terminal;

(2) Carrier levels and carrier-to-noise ratio at the subscriber's receiving outlet; provided, however, that in measuring such levels reasonable efforts shall be made to prevent interruptions of service to other subscribers;

(3) If the complaint is caused by defects in the customer's set, including inadequate shielding or grounding, an explanation of the defect or defects;

(4) If the complaint involves direct pickup, a description of the test made to determine whether there is a leakage

into the cable system;

(5) Make a model and effectiveness of the antenna switch installed, if any;

(6) If the complaint involves visible crosshatch or herringbone interference, including probable causes and corrective steps;

7) Visual check from cross-modulation to the extent such a check can be made without interrupting service to customers;

(8) Check for problems originating at the head end;

(9) Other relevant remarks, including corrective action taken.

SECTION 17. FAILURE TO COMPLY: If the franchisee fails, neglects or refuses to comply with any of the provisions or conditions hereof and does not, within thirty (30) days after written demand for compliance, begin to work of compliance or, after such beginning, does not prosecute the same with due diligence to completion the Council may, after public hearing with due notice given, declare this franchise forfeited and thereupon the franchise shall be deemed and shall remain null, void and of no effect.

SECTION 18. EQUIPMENT OR DEALER DISCRIMINATION PROHIBITED:

The franchisee shall not refuse to furnish TV reception to any person applying for same, nor in any way discriminate against such applicants because of the make of television set or any television equipment owned by the applicant and to which such reception is requested nor designate or attempt to designate the dealer or dealers from which such applicant must purchase any such equipment; provided, however, that this provision shall not be construed as preventing the franchisee from recommending a model, make or type of equipment to be used by the applicant; and further providing that the provisions of this 'section do not in any manner require that the franchise allow or permit any applicant to have any television set or equipment connected to its facilities which, in the opinion of the franchisee, will cause degradation to the service of any other customer of franchisee.

SECTION 19. TRANSFER: A franchise granted hereunder shall be a privilege to be held in trust by the original franchisee. It cannot in any event be sold, transferred, control cannot be transferred, leased, assigned or in any manner whatsoever be disposed of, in whole or in part, either by forced or involuntary sale, merger, consolidation, voluntary sale or otherwise without prior consent of the Council expressed by resolution and then only under such conditions as may be therein prescribed. Any such transfer or assignment shall be made only in writing, such as a bill of sale or similar document, a duly executed copy of which shall be filed with the Council within thirty (30) days after any

such transfer or assignment. The consent of the Council may not be unreasonably refused; provided, however, the proposed assignee must show financial responsibility as determined by the Council and must agree to comply with all provisions of the ordinance and, provided further, that no such consent shall be required for a transfer in trust, mortgage or other hypothecation, in whole or in part, to secure and indebtedness, except that when such hypothecation shall exceed fifty (50%) percent of the market value of property used by the franchisee in the conduct of the cable television system, prior consent of the Council shall be required for such a transfer. Such consent shall not be withheld unreasonably.

In the event that the franchisee is a corporation, prior approval of the Council, expressed by resolution, shall be required where there is an actual change in control or where ownership is more than fifty (50%) percent of the voting stock of the franchisee is acquired by a person or group of persons acting in concert, none of whom already own fifty (50%) percent or more of the voting stock singly or collectively. Any such acquisition occurring without prior approval of the Board shall constitute a failure to comply with a provision of this Ordinance within the meaning of Section 7.

SECTION 20. VALUATION: No franchise granted hereunder shall ever be given any value by any court or other authority, public or private, wherein or whereby the County shall be a party or affected therein or thereby; and no franchise hereunder shall in any way or to any degree or extent whatsoever impair or affect any right,

privilege, power, immunity or authority of the Council, to include, but not be limited to, any right, privilege, power or authority of the Council to acquire any or all of the property of the franchisee by purchase, by abandonment, by forfeiture or by any other means whatsoever; and no franchise granted hereunder shall be deemed or construed to contract away, modify, abridge, alter, restrict or impair, either for a term or in perpetuity, any right, privilege, power, immunity or authority of the Council.

SECTION 21. RULES AND REGULATIONS OF THE COUNCIL: The Council may at any time and from time to time adopt by resolution rules and regulations governing the operation of CATV systems on the Reservation and such rules and regulations shall apply to and govern the operations of the franchisee of any franchise hereunder and shall become a part of any franchise hereunder. Rules and regulations adopted prior to issuance of any franchise hereunder shall become effective immediately upon adoption. Rules and regulations may be adopted, amended, modified, deleted or otherwise changed by the Council after the issuance of a franchise hereunder in the manner hereinafter provided in Sections 21 and 22.

SECTION 22. MANNER OF ADOPTING RULES AND REGULATIONS:

(A) The Council shall pass its resolution of intention stating or describing the rule or regulation to be adopted, amended, modified, deleted or otherwise changed and fixing and setting forth a day, hour and place certain when and where any

persons having any interest therein or objection thereto may appear before the Council and be heard. Such resolution shall be published at least once within fifteen days of the passage thereof.

(B) The Council shall cause such resolution to be published at least once in a newspaper of general circulation within Inyo County and shall cause a copy of the same to be mailed or delivered to any franchisee not more than thirty days nor less than fifteen days prior to the time fixed for hearing thereon.

(C) At the time set for such hearing or at any adjournment thereof the Council shall proceed to hear and pass upon such other comments as may be presented. Thereafter the Council, by resolution, may adopt, amend, modify, delete or otherwise change its rules and regulations.

(D) Such determination by the Council shall be final and conclusive and any rule or regulation as adopted, amended, modified, deleted or otherwise changed by the Council shall become effective upon the tenth day following the adoption of such resolution unless a longer period shall be otherwise provided in such resolution.

(E) Absent such specific direction by the Council franchisee may issue rules and regulations governing operation of its

CATV systems in order to facilitate orderly operation of its business.

F) No operating rules and regulations so adopted by the Council shall materially alter the franchise agreement entered into by the franchisee and the Council without the concurrence of the franchisee.

SECTION 23. NOTICES: Any notice required or otherwise called for or given hereunder or with respect to any franchise granted hereunder shall be served in writing by the franchisee upon the Council by filing same with the council and shall be served by the Council or any agent or representative of the Council upon the franchisee by mailing the same to the franchisee in the ordinary course of mail or by delivering the same to the franchisee at the last known address of the franchisee in the County of Inyo or other place specified by the franchisee for service upon the franchisee of such notice.

SECTION 24. TECHNICAL STANDARDS:

(A) Any cable television system franchised hereunder shall comply with Federal Communications Commission standards Subpart K-Technical Standards paragraphs 76.601-76.617 inclusive as listed in Federal Register, Vol. 37, No. 30, Saturday, February 12, 1972, pages 3290-3292 inclusive and subsequent Reconsideration's and Orders.

(B) If at any time it may become necessary for the Council to employ a qualified technician, inspector or engineering consultant to determine whether or not all technical standards set forth in this section are being complied with by the franchisee then in such event all expenses incurred in connection with such services, including, but not limited to any compensation paid such technician, inspector or engineering consultant, shall be a proper charge against franchisee payable upon demand by the franchisee to the Council unless it is determined that data provided by the franchisee corresponds to this information.

SECTION 25. FILING OF PETITIONS, APPLICATIONS AND

COMMUNICATIONS: Copies of all petitions, applications and communications submitted by the franchisee to the Federal Communications Commission, Securities and Exchange Commission or any other federal or state regulatory commission, agency or body having jurisdiction in respect to CATV matters affecting CATV operation pursuant to this franchise, except for routing reports, shall be submitted simultaneously to the Council.

SECTION 26. FRANCHISE OFFICE AND EMERGENCY SERVICE:

(A) The franchise shall maintain a business office centralized geographically adjacent to the area served by the franchise. The business office telephone must be toll free to

subscribers and maintained to accept emergency telephone calls twenty-four hours per day on a seven days per week basis. The above described telephone(s) shall be listed in the telephone directories within the franchise area.

(B) Adequate and prompt service must be provided in response to routine and emergency service calls on a twenty-four hour basis seven days per week.

SECTION 27. ANNUAL REPORT: The franchisee shall file annually with the Council, not later than ninety days after the end of the franchisee's fiscal year, five copies of the following reports relating to its franchised CATV activities.

(A) An annual income statement and balance sheet;

(B) A statement of its properties on the Reservation devoted to the franchise hereunder, by categories, giving its investment in such properties on the basis of original cost less applicable depreciation. An important segment of this report will be an analysis of past CATV improvements for the remaining years of the franchise. These reports shall be prepared or approved by a certified public accountant, owner or corporate officer of franchisee, and there shall be submitted with these reports such other reasonable information as the Council may request from time to time with respect to the franchisee's CATV activities, operations and properties within the franchised area.

SECTION 28, APPLICATION FOR FRANCHISE: Application for franchise hereunder shall be filed with the Council and shall contain or be accomplished by the following:

(A) The name, address and telephone number of the applicant;

(B) A detailed statement of the corporate or other business entity or organization of the applicant, including, but not limited to the following:

(1) The names and resident addresses of all officers, directors and associates of the applicant;

(2) The names and addresses of any subsidiaries of the applicant and of any other business entity owned or controlled in whole or in part by the applicant and a statement describing the nature of any such subsidiary or business entity;

(3) A detailed description of all previous experience of the applicant in providing CATV service and related or similar fields;

(4) A detailed and complete certified financial statement of the applicant which shall be current or a letter or other acceptable evidence in writing from a

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(3) A detailed description of all previous experience of the applicant in providing CATV service and related or similar fields;

(4) A detailed and complete certified financial statement of the applicant which shall be current or a letter or other acceptable evidence in writing from a

recognized lending institution or funding source addressed to both the applicant and the Board setting forth the basis for a study performed, by such institution or source and a clear statement of its intent as a lending institution or source and a clear statement of its intent as a lending institution or funding source to provide whatever capital shall be required by the applicant to contract and to operate the proposed system.

(C) A detailed description of the proposed plan of operation of the applicant, which shall include, but not be limited to the following:

(1) A detailed map indicating all areas proposed to be served and a proposed timetable for the installation of all equipment necessary to become operational throughout the entire area to be served;

(2) A detailed, informative and referenced statement describing the minimum equipment and operational standards proposed and the actual equipment and operational standards proposed by the applicant, including:

(a) The nature, functions and capability of all equipment and components;

- (b) The rating of all equipment and components in terms of duration and continuity of operations;
 - (c) The signal-to-noise ration of the proposed system;
 - (d) The hum modulation of the picture signal of the proposed system;
 - (e) The location of the master antenna;
 - (f) The signal strength in terms of microvolts per meter and percentage of time at the receiving antenna of given height, as to all channels to be carried on the system;
 - (g) A statement that the proposed cable system will meet or exceed all applicable Federal Communications technical specifications.
- (D) A copy of the form of any agreement, understanding or other instrument proposed to be entered into between applicant and any subscriber or with any other revenue source or sources;

(E) A statement or schedule setting forth all proposed classifications of rates and charges to be made against subscribers and any other revenue sources;

(F) The names and addresses of and areas served by all CATV systems or similar enterprises, whether in operation or simply franchised or licensed, owned or controlled in whole or in part by the undersigned or its principal officers or major owners and such a statement describing the nature and extent of such control therein;

(G) The names and addresses of and areas served by all newspaper publishing companies, magazines, books, television, film, radio or other communication media or entertainment or any mass media enterprises owned or controlled in whole or in part by the undersigned or its principal officers or major owners and a statement describing the nature and extent of such ownership or control therein;

(H) The street address of the cable system's local business office where the public can conduct business with the franchisee, plus phone numbers where twenty-four hour phone service is available;

(I) Television channels to be provided on the cable system, plus any plans for future additions; include public access;

(J) FM signals to be carried; an AM signals (converted to FM) that will be carried on the system;

(K) Whether the community service channel would provide:

(1) Teletype news service? Yes ___ No ___

(2) Weather and road condition information?

(3) Color movies or black and white movies? If yes, include schedules; If no, explain plans to initiate.

(4) Free services to schools and public buildings? If so, an outline of services anticipated.

(L) Is the system bi-directional or will it be modified for this service? If so, when?

(M) Is the system capable of passing a minimum of twenty channels? If not, what plans exist to expand capacity to twenty channels?

(N) A statement that: ~The undersigned directs all notices and written communications from the Councilor its officers, agents or its employees to the undersigned relating to this Application for Franchise or relating to Ordinance No. ___ or pursuant to any franchise issued, shall be addressed to

the undersigned at the following address:"

(0) A statement that: "The undersigned, having carefully examined Council Ordinance No. _____ hereby makes application to the Council for the granting of a nonexclusive franchise and are hereby duly executing the foregoing Application for Franchise on the date written below as follows:

(Sole Owner or Partnership or Corporation or Joint Venture)

BY _____ Date _____

Title _____

(Notary Verification)

SECTION 29. ACCEPTANCE:

(A) No franchise granted under this chapter shall become effective for any purpose unless and until written acceptance thereof shall have 'been filed with Council. Written acceptance shall be approved by the Council. Written acceptance shall be approved by the Council and shall also be and operate as an acceptance of each and every term and condition and limitation contained in this Ordinance or in such franchise or otherwise specified as herein provided.

(B) The written acceptance shall be filed by the franchisee not later than 12:01 p.m. of the 15th day next following the

effective date of the granting of such franchise.

(C) In default of the filing of such written acceptance as herein required the franchisee shall be deemed to have rejected and repudiated the franchise. The franchisee shall have no rights, remedies or redress in the premises unless and until the Council, by resolution, shall determine that such acceptance be received or filed and then upon such terms and conditions as the Council may impose.

(D) Any franchise granted and accepted under this chapter shall be in lieu of any and all other rights, privileges, powers, immunities and authorities owned, possessed, controlled or exercisable by the franchisee, of or pertaining to the construction, operation or maintenance of any community antenna television systems in the Reservation .

SECTION 30. OPERATION WITHOUT FRANCHISE PROHIBITED: On or

after the effective date of this Ordinance no CATV system shall operate within the Reservation without having applied for and been granted a franchise pursuant to this chapter. Any CATV system operating on the Reservation and not in compliance with this Ordinance shall be subject to legal action which shall include, but not be limited to, injunctive relief, demand for fee for period operating on Reservation without being under franchise and other appropriate damage.

SECTION 31. PROTECTION OF EQUIPMENT: The Council will by Ordinance or such means as it deems appropriate to protect the franchisee against willful damage, destruction or injury by anyone to its poles, cables, wires, fixtures, antenna, amplifiers or other apparatus, equipment or appliances; or against anyone who obstructs, impedes or impairs the service of the CATV system; or attaches any unauthorized device or equipment, directly or indirectly, by any means whatsoever, for the purpose of receiving or enabling any other person to receive any unauthorized service provided by the franchisee under the terms of this chapter for which the franchisee pays franchise fees to the Council.

SECTION 32. EFFECTIVE DATE: This Ordinance shall take effect and be in full force and effect, except as herein limited, on January I, 1992. Before the expiration of fifteen days from the adoption hereof notice of this Ordinance shall be published for one week in a newspaper of general circulation printed and published in the County of Inyo, State of California, the Council Secretary is hereby instructed and ordered to so publish the notice, together with the names of the Board voting for and against the same.

Passed and adopted the 21 day of Nov, 1991.

023-T'


Tilford Denver
BISHOP INDIAN



Bishop Indian Tribal Council

P.O. BOX 548 • BISHOP, CA 93515 • (619)873--3864

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WHEREAS, the Bishop Paiute Reservation is a federally recognized American Indian Tribe and as such possesses full political sovereignty and,

WHEREAS, the Bishop Indian Tribal Council is the governing political body for the Bishop Paiute Reservation and,

WHEREAS, the Bishop Indian Tribal Council as the governing body is charged with the general welfare and safety of the members and residences of the Bishop Paiute Reservation and,

WHEREAS, the Bishop Paiute Reservation as a sovereign political entity possesses the inherent right and power to tax for the general welfare and benefit of the Reservation and,

WHEREAS, this power to tax extends to businesses operating on the Reservation now,

THEREFORE, BE IT RESOLVED that Ordinance No. 1991-1 is hereby adopted providing for the creation of a cable television franchise

CERTIFICATION

This resolution has been passed **by** the undersigned duly elected Tribal Council Members of the Bishop Paiute Tribe, Bishop Indian Reservation. This foregoing Resolution was adopted and approved on November 21, **1991** at a meeting of the Council at which a quorum was present and voted 3 FOR, 0 AGAINST, 1 ABSTAIN and that the Resolution has not been rescinded or amended in any way.

/s/ Tilford P. Denver
Tilford P. Denver
Tribal Chairman

absent
Monty Bengochia
Vice-Chairman

Abstain
Clara Fields, Council Member

/s/ Pat Howard
Pat Howard, Council Member

/s/ Allen Summers
Allen Summers, Council Member

11-21-91
Date