

Town of West Yellowstone

Town Council Work Session

Thursday, June 19, 2014

West Yellowstone Town Hall

440 Yellowstone Avenue, West Yellowstone, Montana

6:00 PM

Agenda

Public Comment Period/Council Comments

Relocation of Forest Service Roads through the 80 Acres of Forest Service Land

Discussion

Cable Television System, Abandoned Infrastructure

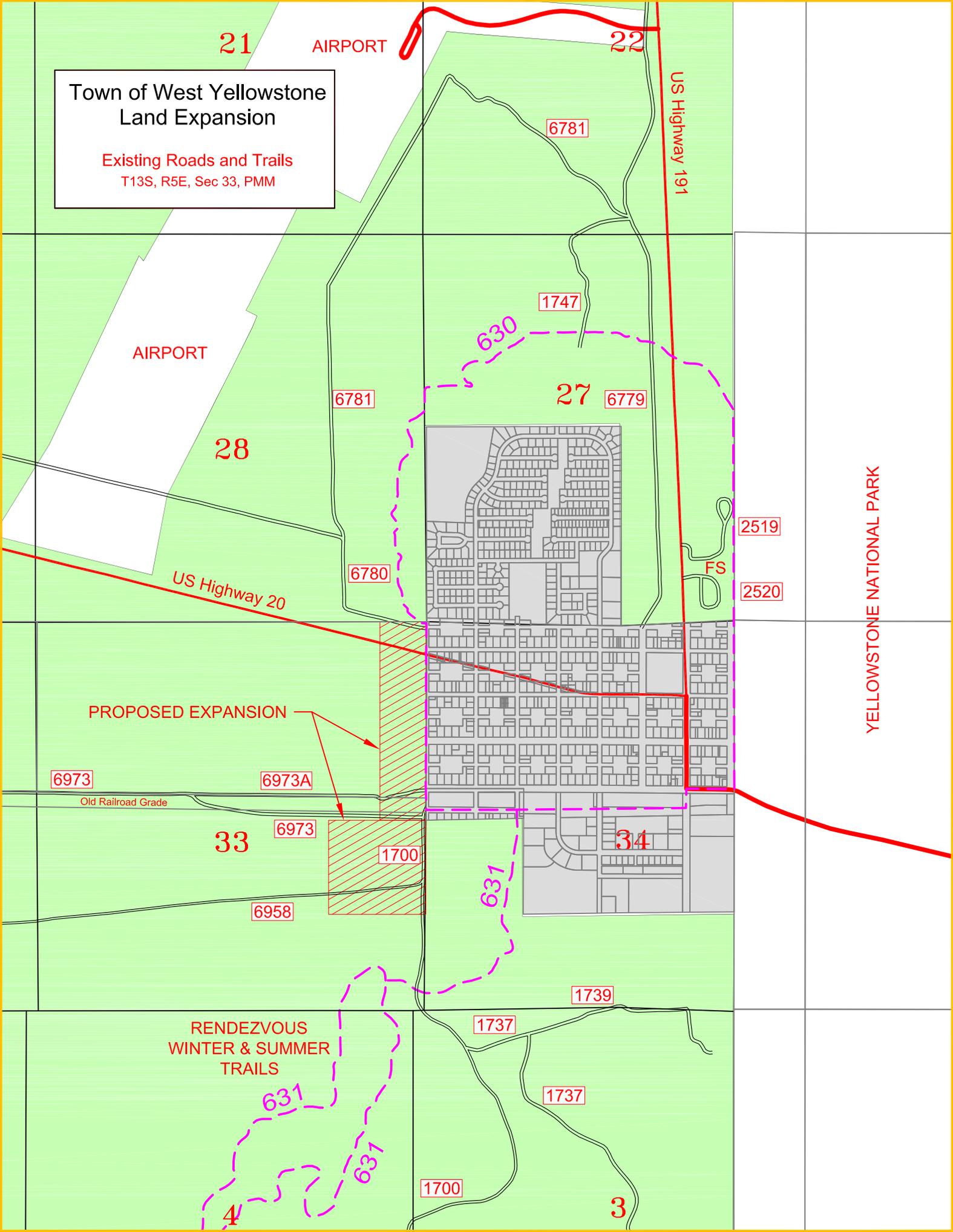
Discussion

No action will be taken, the Public is invited to attend.



Town of West Yellowstone Land Expansion

Existing Roads and Trails
T13S, R5E, Sec 33, PMM



YELLOWSTONE NATIONAL PARK



BULLDOG
C A B L E

April 10, 2014

Dear Valued Customer,
RE: Service in West Yellowstone, MT

This letter is to serve notice to you that Bulldog Cable will be deactivating our cable system in your immediate area on Monday May 12, 2014.

It is our anticipation that our final day of service to your account will be **Sunday May 11, 2014.**

Since there is no other active cable in your area, Bulldog Cable has secured an option for continued service with DirecTV. To activate DirecTV services, please call 1-855-650-9903 and mention you were a Bulldog Cable customer.

It has been our pleasure to serve you.

Should you have any questions regarding the deactivation of our cable system, please do not hesitate to call us Monday – Friday between 7AM and 3PM Mountain time at 1-800-388-6577.

Thank you,

Bulldog Cable

TOWN OF WEST YELLOWSTONE
MONTANA
naturally inviting

March 18, 2014

Joseph Sheehan, CEO
Bulldog Cable
455 Gees Mill Business Ct.
Conyers, GA 30013

RE: NOTICE OF VIOLATION

Dear Mr. Sheehan,

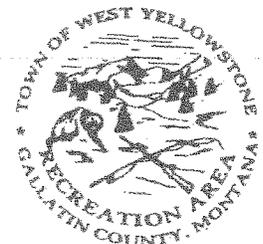
On behalf of the Town of West Yellowstone, I am writing to notify you of violation of the franchise agreement between Bulldog Cable Montana, LLC and the Town of West Yellowstone. Section 8, a, of the agreement requires the grantee (Bulldog Cable) to pay the Town a quarterly franchise fee of 5% of its gross revenues from all subscriber related payments, less bad debt write-offs, to be made within sixty days of the end of each quarter. The last payment received by the Town on 6/28/13 for the first quarter of 2013. The Deputy Clerk for the Town has sent a reminder email to Ashley Hull at the end of each quarter but we have not received payment for the second, third, and fourth quarters of 2013 as well as the first quarter of 2014. We would appreciate your prompt attention to this matter.

Section 7, v, of the agreement requires the grantee to provide free basic cable to all buildings operated by the Town of West Yellowstone. Last fall, the Town Offices moved from 10 S Faithful Street into a brand new Town Hall at 440 Yellowstone Avenue. We respectfully request that this service be moved to the new building.

Thank You,



Elizabeth Roos
Town Clerk



RESOLUTION NO 563

A RESOLUTION GRANTING A FRANCHISE TO BULLDOG CABLE MONTANA, LLC., TO OPERATE AND MAINTAIN A CABLE SYSTEM IN WEST YELLOWSTONE MONTANA AND SETTING FORTH CONDITIONS ACCOMPANYING THE GRANT OF SAID FRANCHISE.

BE IT RESOLVED BY THE TOWN COUNCIL OF WEST YELLOWSTONE:

1. STATEMENT OF INTENT AND PURPOSE; AUTHORITY

- a. Statement of Intent and Purpose. Grantee has been operating a cable communications system pursuant to the West Yellowstone franchise agreement. The West Yellowstone Town Council intends, by the adoption of this Franchise, to authorize the continued operations of System following expiration of the current franchise. Such a development can contribute significantly to the communications needs and interests of the Town, its residents, associations and institutions.
- b. Authority. Insofar as the Town has the authority to grant a Franchise for cable system operation within its territorial boundaries, the Town hereby exercises its authority to grant a non-exclusive Franchise permitting the operation of a cable system within the Town.

2. SHORT TITLE

- a. This Resolution shall be known and cited as the "Town of West Yellowstone Cable Franchise Resolution". Within this document, it shall also be referred to as "this Franchise". For the purpose of this document derivations of words shall have the meaning given herein. Words not defined shall be given their common and ordinary meaning.

3. DEFINITIONS

- a. For the purpose of this Franchise, the following terms, phrases, words, and their derivations shall have the meaning given herein. Words not defined shall be given their common and ordinary meaning.
 - i. "Cable Service Territory" shall mean the area within the territorial limits of West Yellowstone.
 - ii. "Channel" shall mean a frequency band which is capable of carrying either one video signal, a number of audio, digital or other non-video signals, or some combination of such signals.
 - iii. "FCC" shall mean the Federal Communications Commission.
 - iv. "Grantee" shall mean Bulldog Cable Montana, LLC and its successors, transferees or assignees.

- v. "Gross Revenues" shall mean subscriber monthly fees collected by Grantee from the provision of basic service, basic service installation, premium pay service, pay service installation, additional outlets and remote control subscriber services within the cable service area, excluding taxes, fees or other assessments collected for governmental authorities, bad debt expense and subscriber deposits.
- vi. "Owner" shall mean a person with a legal or equitable interest in ownership of real property
- vii. "Person" shall mean any corporation, partnership, proprietorship, individual or organization, governmental organization or any natural person.
- viii. "Public Property" shall mean any real property owned by West Yellowstone other than a street.
- ix. "Street" shall mean the surface of and the space above and below any public street, road, highway, freeway, lane, path, public way, alley, court, sidewalk, boulevard, parkway, drive or any easement or right of way now or hereafter held by West Yellowstone, or dedicated for use by West Yellowstone, the general public or use compatible with cable system operations.
- x. "System" shall mean a system of antennas, cables, wires, lines, towers, waveguides or other conductors, converters, equipment or facilities, used for distributing communication services to home subscribers, and/ or producing, receiving, amplifying, storing, processing, or distributing audio, video, digital or other forms of electrical signals to subscribers in the Cable Service Territory.
- xi. "Subscriber" shall mean any person or entity who subscribes to a service provided by Grantee by means of the System.
- xii. "Town" shall mean West Yellowstone.

4. GRANT OF AUTHORITY

- a. Grant of Franchise. For the purposes of operating and maintaining a System in the Cable Service Territory, Grantee may erect, install, construct, repair, replace, reconstruct and retain in, on, over, under, upon, across and along the streets and Public Property such lines, cables, conductors, ducts, conduits, vaults, manholes, amplifiers, appliances,

pedestals, attachments and other property and equipment as are necessary and appropriate to the operations of the System. This is a non-exclusive franchise.

- b. Franchise Term. The initial term of this Franchise shall commence on July 1, 2009 and shall expire fifteen (15) years from said date, unless renewed as provided herein. However, the town reserves the right to review Grantees performance every year through the term of this Franchise. Such review shall pertain to the feasibility of technological improvements to the System and to adherence to customer service standards as referenced in SECTION 7.02. Grantee's representative(s) shall meet with Town's representative(s) within ninety days of the beginning of each year of the Franchise Term, at an agreed upon time and location, to conduct this review.
- c. Conditions of Franchise. The rights afforded to Grantee by Sections 4 a and 4 b are granted subject to the conditions hereafter provided.

5. DESIGN AND SERVICE PROVISIONS

- a. Technical Requirements. Grantee shall maintain a System that meets at least the technical standards applied by the FCC. Procedures for testing the technical capacity of the system shall conform with the technical and testing standards applied to cable systems by the FCC. The result of any test required by the FCC shall be filed annually with the Town, or in the alternative, a letter shall be provided to the Town certifying System's compliance with all FCC standards.
- b. Level of Service. Grantee shall provide at least forty (40) channels of video programming or other programming services. Grantee retains the right to add, delete, replace and/or rearrange programming during the Franchise term, as long as it maintains the broad categories of video programming and complies with the requirements of the 1992 Cable Act. Grantee shall provide a channel lineup to the Town (See Exhibit A attached). Grantee shall provide the town notice of any changes to the channel lineup.
- c. Upgrades. Grantee shall periodically review with the Town the feasibility of rebuilding or upgrading the system in order to provide additional channel space for new services.
- d. Review of system and service.
 - i. At the Town's sole option, the Town may hold a public hearing on or about the anniversary date of the Franchise Agreement at which the Grantee shall be present to participate in a comprehensive

review of the cable communication system and services, after giving (90) day notice to franchisee.

- ii. Sixty days prior to the scheduled system and service review hearing, Grantee shall submit a report to the Town indicating the following:
 - 1. All cable system services reported in cable industry trade regarding trade journals, excluding test and demonstrations to communities in the State of Montana with comparable populations that are not provided to the Town.
 - 2. Any specific plans for provision of such new services by the Grantee or justification indicating why Grantee believes that such services are not feasible for the franchise area.
- iii. Topics for discussion and review at the system and services review hearing shall include, but shall not be limited to, services provided, feasibility of providing new services, application of new technologies, system performance, programming subscriber complaints, rights of privacy, amendments to the franchise, underground construction processes, developments in the law and regulatory constraints.
- iv. Either the Town or the Grantee may select additional topics for discussion at any review hearing.
- e. Rates. The Town and Grantee shall adhere to federal law pertaining to cable rates.

6. CONSTRUCTION PROVISIONS.

- a. Service Area. All residential areas within the town limits of West Yellowstone will be provided with access to service from the system, provided that all such permission as may be required from the owner of the property is reasonably available, and that service to multiple dwelling units need by provided only on terms acceptable to Grantee. Likewise, service to commercial areas that are primarily non-residential will be evaluated on a case by case basis, and only on terms acceptable to Grantee. Should the unincorporated territory of West Yellowstone change during the term of the franchise, Grantee shall have the right to deny service to new residential areas that do not meet the standard of thirty-five (35) homes per mile of cable lines that would be needed to serve any given area.

- b. **Constructional Requirements.** Grantee shall make use of existing poles and other facilities available to Grantee. Grantee may erect its own poles and install its own conduit, with approval of the Town, which approval shall not be unreasonably withheld. All poles and conduit installed within the Cable Service Territory shall be made available for attachment or use by Grantee, at just and reasonable rates applied to public utilities under the formulas presently established by the FCC. All lines not placed underground shall be attached to poles designed for such use. In the case of new construction, redevelopment, reconstruction, or renovation where utilities are to be placed underground, the developer or property owner shall give Grantee reasonable notice of not less than thirty (30) days prior to such construction or developments, and of the particular date on which open trenching will be available for Grantee's installation of conduit, pedestals, and/or vaults, and laterals to be provided at Grantee's expense. Grantee shall also provide specifications as needed for trenching. Cost of trenching and easements required to bring service to the development shall be borne by the developer or property owner.
- c. **Construction Codes and Permits,** Grantee shall obtain any required permits from the Town before commencing construction involving the opening or disturbance of any street or public property. The Town shall cooperate with the Grantee and use its best efforts in granting any permits required. Grantee shall arrange its lines, cable and other appurtenances, on any street or public property, in such a manner as to cause no unreasonable interference with the usual and customary use of said street or public property of any person.
- d. **Repair of Streets and Public Property.** Any and all streets or public property which are disturbed or damaged during the construction, operation or maintenance of the System shall be promptly repaired by Grantee, at its expense, and to the condition prior to the disturbance or damage. Grantee will adhere to Chapter 12.24 of the West Yellowstone Municipal Code in reference to work in the public way and the town no street cut policy.
- e. **Trimming of Trees.** Grantee may cut or trim trees and vegetation which interfere with National Electrical Safety Code and other clearance requirements. Grantee is responsible to third parties for any damage caused to property or person while conducting such clearance. Approval must be obtained from the Town before cutting or trimming any trees.
- f. **Movement of Facilities.** In the event it is necessary to temporarily move or remove any of Grantee's wires, cables, poles or other facilities placed pursuant to this Franchise, in order lawfully to move a large object, vehicle, building or other structure over the streets of the Town, upon thirty (30) days prior notice by the Town to Grantee, Grantee shall move

at the expense of the person requesting the temporary removal of his facilities, as may be required to facilitate such movements.

7. OPERATION AND MAINTENANCE

- a. Periodic Reports. Grantee shall provide the Town with quarterly revenue reports, within sixty days after the end of each quarter, to be accompanied by the franchise fee payment for that quarter. Additionally, Grantee shall provide:
 - i. An annual revenue statement for the previous fiscal year, prepared in accordance with generally accepted accounting principles, applied on a consistent basis and certified by an officer of Grantee.
 - ii. Upon request of the Town, copies of all public filings made with federal, state and local agencies with respect to the System.
 - iii. Upon request of the Town, a report of all written complaints received from subscribers, with notations as to corrective action taken, and the time frame in which they were taken, covering the previous three month period.

- b. Maintenance and complaints.
 - i. Grantee shall have a publicly listed, toll-free, after-hours telephone number, so as to receive subscriber complaints and requests for repairs or adjustments.
 - ii. Grantee shall adhere to the following customer service standards:
 1. Grantee shall maintain a Customer Service Center with a toll free telephone number for the purpose of receiving inquiries, requests, and complaints concerning all aspects of the , construction, maintenance and operation of the system.
 2. Grantee shall make available a technician to provide prompt service (defined as 48 hours) and repairs to all of Grantee's facilities and equipment. Said technicians shall be fully trained, qualified and authorized to perform such duties.
 3. Grantee shall comply with the Customer Service obligations set forth by the Federal Communication Commission as follows and as may be amended.

4. Grantee shall file with the Town, upon request, copies of all of its Rules and Regulations in connection with the handling of inquiries, requests and complaints. Grantee shall furnish in writing to subscribers, at the time they connect to the system, information concerning procedures for making inquiries, requests, and complaints about the system.
5. Grantee shall maintain records in connection with written inquiries, complaints, and requests in connection with the system.
6. Any personally identifiable information collected from any customer by Grantee in the normal course of business providing service to that customer will not be used by Grantee except to provide said service, or to detect unauthorized use of Grantee's equipment or signals. Grantee shall take such actions as may be necessary to prevent unauthorized access to such information by a person or persons other than said customer or Grantee as provided for in Part IV, Section 631 of the Communications Act of 1934.
7. The Grantee agrees to adhere to the provisions of the 1992 Cable Act that references Customer Service Standards.

c. Cable system office hours and telephone availability.

- i. Grantee will maintain a toll-free telephone access line which will be available to its subscribers 24 hours a day, seven days a week.
 1. Trained company representatives will be available to respond to customer telephone inquiries during normal business hours.
 2. After normal business hours, the access line may be answered by a service or an automated response system, including an answering machine. Inquiries received after normal business hours must be responded to by a trained company representative on the next business day.
- ii. Under normal operating conditions, telephone answer time by a customer service representative, including wait time, shall not exceed thirty (30) seconds. These standards shall be met no less than ninety (90) percent of the time under the normal operating conditions, measured on a quarterly basis.

- iii. Grantee will be not required to acquire equipment or perform surveys to measure compliance with the telephone answering standards above unless an historical record of complaints is received.
 - iv. Under normal operating conditions, the customer will receive a busy signal less than three (3) percent of the time.
- d. Outages and communications between Grantee and cable subscriber.
- i. Excluding conditions beyond the control of the Grantee, the Grantee will begin working on “service interruptions” promptly and in no event later than 24 hours after the interruption becomes known. Grantee must begin actions to correct other service problems on the next business day following notification of the service problem.
 - ii. Customers will be notified of changes in rates, programming services or channel positions as soon as possible through announcements on the cable system and in writing. Notice must be given to subscribers a minimum of thirty (30) days in advance of such changes if the change is within the control of the cable operator.
 - iii. Bills will be clear, concise and understandable. Bills must be fully itemized. Bills will also clearly delineate all activity during the billing period, including optional charges, rebates, and credits.
 - iv. Refunds or credits shall be given to the customer if a channel is out for more than 72 hours upon a customer contacting Bulldog Cable and notifying the Grantee that a specific channel is out of service.
- e. Grantee shall render efficient service, make repairs promptly and interrupt service only for good cause.
- f. Safety
- i. Grantee shall at all times take reasonable precautions for preventing failures and accidents which are likely to cause damage or injury to the public, to employees of Grantee, and to public or private property.
 - ii. All lines, equipment, and facilities within the Cable Service territory shall at all times be kept and maintained in a safe and suitable condition and good order and repair.

g. Subscriber Practices

- i. If any subscriber fails to pay a properly due monthly subscriber fee, or other properly due fee or charge, Grantee may disconnect the subscriber's service, provided however, that such disconnection shall not be effectuated until
 1. thirty (30) days after the due date and
 2. after notice is given to subscriber of Grantee's intent to disconnect, separate from Grantee's normal monthly billing statements. After the first disconnection, upon payment in full of the delinquent fee or charge and the payment of a reconnect charge, Grantee shall, within 48 hours, reinstate the subscriber's cable service.
- ii. Grantee will inform new customers of Company policies on delinquent payment fees, reconnect fees, disconnect practices and charges.
- iii. Grantee shall not deny service, access, or otherwise discriminate against subscribers on the basis of race, color, religion, national origin, sex or age. Grantee shall adhere to the equal employment opportunity requirements of the FCC.
- iv. Grantee may conduct promotional campaigns in which rates are discounted or waived.
- v. Grantee may provide special contracts for non-profit charitable, educational, governmental, and religious organizations. Grantee shall provide free basic cable service to public schools, police stations, fire stations and all buildings operated by the town of West Yellowstone within its service area provided that such provision is deemed reasonable economically feasible by the Town and Grantee.
- vi. Grantee may offer bulk rate discounts for multiple unit dwellings, hotels, motels and similar institutions.
- vii. Grantee shall comply with applicable federal law regarding the protection of the privacy of subscribers, including the collection, sale and release of information relating to subscribers.
- viii. Grantee shall have authority to promulgate such rules, regulations, terms and conditions governing the conduct of its business as shall be necessary or appropriate to enable Grantee to operate under this

Franchise, provided such rules, regulations, terms and conditions are not in conflict with this Franchise Agreement of State law.

8. FRANCHISE FEE

- a. Franchise Fee Grantee shall pay to the Town a quarterly franchise fee of 5% of its gross revenues from all subscriber related payments, less bad debt write-offs, to be made within sixty days of the end of each quarter.
- b. Annual Franchise Audit. The Town may audit the gross revenues of the franchise area at the Town's expense at any time, during normal business hours, and with reasonable notice in order to verify proper payment of franchise fees.

9. INSURANCE INDEMNITY

- a. Indemnity. Grantee shall indemnify and hold the Town harmless at all times during the term of this Franchise from and against all claims for injury or damages to persons or property, both real and personal, caused by the construction, erection, operation, and maintenance of the System.
- b. Insurance. Grantee shall maintain throughout the term of the Franchise a policy of liability insurance covering the Grantee, which shall name the Town as an additional insured, in amounts no less than the following, and with such deductibles as are ordinary and reasonable in keeping with industry standards:
 - i. Comprehensive General Liability: combined single limit of not less than seven hundred fifty thousand per claim and one million five hundred thousand dollars (\$1,500,000) per occurrence.
 - ii. Comprehensive Automobile Liability: combined single limit of not less than one million dollars per occurrence.
 - iii. Workers Compensation: Grantee shall maintain workers compensation insurance for its employees and shall provide proof of insurance upon written request from the Town.

10. REMEDIES

- a. Notice of Violation. The Town shall provide Grantee with a detailed written notice of any Franchise violation upon which it proposes to take action, and a thirty (30) days period within which Grantee may demonstrate that a violation does not exist or to cure an alleged violation, or if the violation cannot be corrected in 30 days, to submit a plan

satisfactory to the Town to correct the violation, to include a time frame mutually agreed upon by the Town and Grantee.

- b. **Default.** If Grantee fails to disprove or correct the violation within thirty (30) days, or if Grantee fails to submit a mutually satisfactory plan within 30 days from written notice, or agreed upon time frame, then the Town may declare the Grantee in default, which declaration must be in writing. In the event the Town declares the Grantee in default, the Town shall have the right to institute legal proceedings to collect damages from the date of declaration of default, or to exercise any other rights and remedies afforded to the Town in law or equity. Likewise, the Town may declare Grantee in default for any material misrepresentations by Grantee to the Town in information to be provided under this Franchise Agreement, or in the event the Grantee becomes insolvent or is adjudged bankrupt.
- c. **Hearings available to Grantee.** Within fifteen (15) days after receipt of a written declaration of default from the Town, Grantee may request, in writing, a hearing before the Town or its agent, in full public proceedings affording due process. Such hearing shall be held within thirty (30) days of the receipt of the request and a decision rendered within (10) days after the conclusion of the hearing. Any decision shall be in writing and shall be based upon written findings of fact.
- d. **Revocation.** In the event the Town declares the Grantee in default, and if such decision is not found to be improper or incorrect by subsequent hearing or appeal, the Town may revoke this Franchise Agreement after a public hearing and only for a material breach of this agreement, the notice of which must be published once in a newspaper of general circulation in West Yellowstone.
- e. **Unauthorized Operations.** It shall be unlawful for any person to establish, operate or to carry on the business of distributing to any persons in the Cable Service territory any television signals or radio signals by means of a System unless a franchise therefore has first been obtained, and unless such franchise is in full force and effect.
- f. **Unauthorized Use.**
 - i. No person shall intercept, descramble, decode, or receive or assist in intercepting, descrambling, decoding or receiving any signals from the System unless specifically authorized to do so by Grantee. "Assist in intercepting, descrambling, decoding, or receiving" includes the manufacture or distribution of equipment intended by the manufacturer or distributor (as the case may be) for unauthorized reception of signals over the system.

- ii. No person shall tamper with, remove or injure any cable, wires, or other devices used with the System unless specifically authorized to do so by Grantee.
 - iii. No person shall intentionally deprive Grantee of a lawful charge for cable services.
 - iv. No person shall resell Grantee's cable services without Grantee's express, written consent.
 - v. Grantee may bring an action to restrain or enjoin a violation or threatened violation of this Section and for damages resulting from the violation. Grantee shall be entitled to issuance of such an injunction upon a showing that a violation has occurred or will occur, without the need for demonstrating irreparable injury, inadequacy of legal remedies or probability of recovery. The specific fine for each such occurrence shall be determined by the District Judge under terms of Section 10 g, sub-paragraph vi below.
 - vi. A knowing violation of this Section shall be punishable by a fine not to exceed five hundred dollars (\$500.00) for each day of infraction.
 - vii. If an unauthorized device designed to intercept, descramble, or decode a cable television signal is present on the premises or property occupied and used by a person, it is presumed that the person knowingly used the device to intercept, descramble or decode cable signals. If an unauthorized cable connection is present on the premises or property occupied and used by a person, it is presumed that the person knowingly used the connection to intercept cable signals. If equipment of Grantee that has been tampered with, changed or modified is present on the premises or property occupied by a person, it is presumed that the person knowingly used the equipment to intercept, descramble, or decode cable signals.
 - viii. Grantee has expressly reserved its applicable rights and remedies available in law or in equity.
- g. Conditions of Access. In addition to the provisions of section 4.01, no person who owns or controls any residential multiple dwelling unit, trailer park, condominium or apartment complex, or subdivision shall interfere with the right of any tenant or lawful resident thereof to receive service from the Grantee, nor demand or accept payment of any fee, charge, or thing of value from Grantee or any tenant or resident in exchange for

giving such tenant or resident access to service from the Grantee: provided, however, that an owner may receive reasonable reimbursement for direct adverse economic impact of such access, if any, based upon evidence of the diminution of the investment-backed expectations, the impairment of the premises' usefulness, the amount of space occupied by the facilities of the System, the prior use, if any, of the space, the continued physical availability of space on the premises for installation of alternative modes of television program reception or delivery, the difference in fair market value of the premises resulting from the installation of System facilities and other reasonable, non speculative factors excluding the hold-up value resulting from a landlord's monopoly control of such access. The aforesaid economic impact shall be presumed to be a onetime charge of One Dollar (\$1.00) per dwelling unit.

11. MISCELLANEOUS

- a. Severability. If any law, ordinance, regulation or court decision shall render any provision of this Franchise invalid, the remaining provisions of the Franchise shall remain in full force and effect.
- b. Force Majeure. Prevention or delay of any performance under this Franchise due to circumstances beyond the control of Grantee or the Town, unforeseen circumstances, or Acts of God shall not be deemed noncompliance with or a violation of this Franchise.
- c. Nonexclusive. This Franchise is non-exclusive. The Town reserves the right to award additional franchises; provided, however, that Town shall not authorize or permit a cable television system to operate within the Town on terms or conditions more favorable or less burdensome to such operator than those applied to Grantee pursuant to this Franchise; and provided, that if the Town authorizes or permits another cable television system to operate within the town, it shall so do on condition that such cable television system indemnify and hold harmless the Grantee from and against all costs and expenses incurred in strengthening poles, replacing poles, rearranging attachments, placing underground facilities, and all other costs including those of Grantee, Town and utilities, incident to inspections, make-ready, and construction of an additional cable television system in the franchise area: and provided further that Grantee shall be designated a third party beneficiary of such conditions as are incorporated into the authorization(s) granted to another cable television system.
- d. Entire Agreement. This Franchise and all attachments hereto represent the entire understanding and agreement between the parties hereto with respect to the subject matter hereof, supersedes all prior oral negotiations between the parties, and can be amended, supplemented, modified or changed only by a written agreement which makes specific reference to

this Franchise or the appropriate attachment and which is signed by the party against whom enforcement of any such amendment, supplement, modification or change is sought.

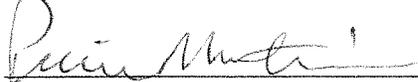
- e. Laws Governing. This Franchise shall be governed by and construed in accordance with the laws of the State of Montana, and applicable federal law.
- f. Repeal Conflicting Resolutions. All resolutions or parts of resolutions in conflict herewith are to the extent of such conflict repealed.
- g. Effective Date. This Franchise shall be effective when adopted for the term set forth in Section 4.02.
- h. The Grantee shall purchase a business license from the Town of West Yellowstone each year.

12. APPROVAL OF TRANSFER

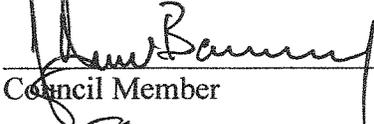
- a. The Company shall not sell, lease, assign or otherwise alienate its rights under this Resolution nor permit its partnership interest or stock, as the case may be, to be sold, assigned or otherwise alienated without the prior written approval of the Town, which approval shall not be unreasonably withheld, provided that if no action is taken by the Town or any application for approval hereunder within forty-five (45) days after submission to the Town of such written application, the application shall be deemed granted and approved.
- b. Notwithstanding the foregoing, the Town hereby authorizes the company to cease to do business as a limited liability corporation and to incorporate or to assign, alienate or transfer its rights hereunder or to permit its interest or stock, as the case may be, to be assigned, alienated or transferred to the any subsidiary or affiliate or to any other entity, provided that BULLDOG CABLE MONTANA, LLC maintains control over the entity and over the day-to-day operations of the CATV System.
- c. For the purposes of this Section, the term "control" is not limited to majority of partnership interest or stock ownership, as the case may be, but includes actual working control in whatever manner exercised. In addition, the Town hereby agrees that no such approval shall be required for the transfer in trust, mortgage or other hypothecation as a whole of the Company's rights under this Resolution to secure indebtedness incurred in connection with any financing of the operations of the CATV System.

d. A six month notice shall be given to the Town if the Grantee plans on cease providing cable service to the town.

PASSED AND ADOPTED this 7 day of July, 2009.



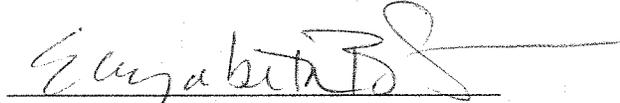
Mayor



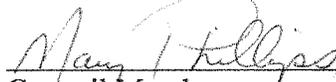
Council Member



Council Member

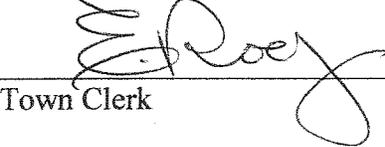


Council Member



Council Member

ATTEST:



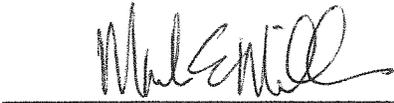
Town Clerk

This Franchise Agreement is hereby accepted and agreed to this 27 day of August, 2009.

Bulldog Cable Montana, LLC

BY: _____

Joseph Sheehan, Chief Executive Officer



Attest

Exhibit A

**KLiP Lineup for:
West Yellowstone, MT**

BACK

Ch	Call	Description	Tier
2	SHO	SHOWTIME	PREMIUM
3	KIFI	ABC 8 ID FALLS, IDAHO	BASIC
4	KXLF	CBS 4 BUTTE, MT	BASIC
5	KISU	PBS 10 POCATELLO, ID	BASIC
6	HALL	THE HALLMARK CHANNEL	BASIC
7	DISC	THE DISCOVERY CHANNEL	BASIC
8	TOON	CARTOON NETWORK	BASIC
9	FOOD	THE FOOD NETWORK	BASIC
10	WTBS	TBS IND 17 ATLANTA, GA	BASIC
11	CNN	CABLE NEWS NETWORK	BASIC
12	KPVI	NBC 6 POCATELLO, ID	BASIC
13	TVGUIDE	THE TV GUIDE CHANNEL	BASIC
14	ENC	ENCORE	PREMIUM
15	STARZ	STARZ!	PREMIUM
16	HBO	HOME BOX OFFICE	PREMIUM
17	MAX	CINEMAX	PREMIUM
18	TNT	TURNER NETWORK TELEVISION	BASIC
19	ABCFAM	ABC FAMILY	BASIC
20	USA	USA NETWORK	BASIC
21	SPIKE	SPIKE TV	BASIC
22	DIS	THE DISNEY CHANNEL	BASIC
23	CMT	COUNTRY MUSIC TELEVISION	BASIC
24	MTV	MUSIC TELEVISION	BASIC
25	TRAV	TRAVEL CHANNEL	BASIC
26	VH1	VH-1	BASIC
27	KDVR	FOX 31 DENVER, CO	BASIC
28	OUT	THE OUTDOOR CHANNEL	BASIC
29	TWC	THE WEATHER CHANNEL	BASIC
30	NICK	NICKELODEON	BASIC
31	TCM	TURNER CLASSIC MOVIES	BASIC
32	WGN	WGN 9 THE CW CHICAGO, IL	BASIC
33	ESPN	ESPN	BASIC
34	ESPN2	ESPN 2	BASIC
35	HLN	HEADLINE NEWS	BASIC
36	A&E	ARTS & ENTERTAINMENT	BASIC
37	HIST	THE HISTORY CHANNEL	BASIC

**KLIP Lineup for:
West Yellowstone, MT**

BACK

Ch	Call	Description	Tier
38	SCI-FI	SCI-FI CHANNEL	BASIC
39	APL	ANIMAL PLANET	BASIC
40	HGTV	HOME & GARDEN TV	BASIC
41	FXN	FOX NEWS	BASIC
42	FXSRM	FOX SPORTS ROCKY MOUNTAIN	BASIC
43	TLC	THE LEARNING CHANNEL	BASIC
98	QVC	QVC	BASIC