



# THE WASHINGTON WATER POWER COMPANY

*Electric and Natural Gas Service*

POST OFFICE DRAWER 1445 SPOKANE, WASHINGTON 99210

I hereby acknowledge receipt of the Formal Acceptance by  
The Washington Water Power Company of the Franchise granted under  
Ordinance No. 13 to said Company by the Village of Dalton Gardens,  
said Acceptance being duly signed by Mr. W. J. Satre, Vice President  
of the Company.

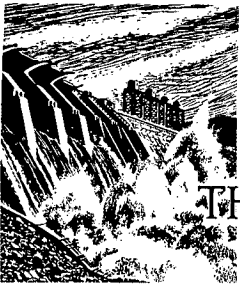
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Village of Dalton Gardens

\_\_\_\_\_, 1965.





# THE WASHINGTON WATER POWER COMPANY

*Electric and Natural Gas Service*

POST OFFICE DRAWER 1445 SPOKANE, WASHINGTON 99210

July 7, 1965

Comes now The Washington Water Power Company and accepts that certain Franchise granted to it by the Village of Dalton Gardens, State of Idaho, under Ordinance No. 13 passed on the 29th day of June, 1965.

THE WASHINGTON WATER POWER COMPANY

By *H. J. Satrie*  
Vice President



ORDINANCE NO. 13

AN ORDINANCE Granting to THE WASHINGTON WATER POWER COMPANY, a corporation qualified to do business in the State of Idaho, and its successors and assigns, a franchise to construct, erect, maintain, operate, remove and use wires, poles and facilities for transmitting and distributing electricity for heat, light and power to the Village of Dalton Gardens and its inhabitants, and to erect, construct, maintain, operate, remove and use wires, poles and facilities for telephone purposes in its private business, and to construct, install, operate, maintain and remove poles, conduits on, over, along, under, and across the streets, alleys, and public ways within the corporate limits of the Village of Dalton Gardens as they now exist or as they may hereafter be changed, and granting the use of the streets, alleys and public ways therefor within the corporate limits of the Village of Dalton Gardens.

BE IT ORDAINED by the Trustees of the Village of Dalton Gardens

1. That THE WASHINGTON WATER POWER COMPANY, a corporation organized under the laws of the State of Washington, its successors and assigns, hereinafter called the "Grantee", be and it is hereby granted, for the term of twenty-five (25) years from and after the passage of this Ordinance, the right, privilege, and franchise to construct, erect, maintain, operate, remove and use wires, poles, plant and all necessary or desirable appurtenances thereto for transmitting and distributing electricity for electric light, heat, street lighting and power, and also to use its wires, poles, and properties for telephone purposes in its private business; and to install, construct, maintain, and remove poles and conduits over, on, along, under and across the streets, alleys, and public ways, within the incorporated limits as they now exist, or as they may hereafter be changed, of the Village of Dalton Gardens.

2. There is further given in connection herewith, unto the Grantee, its

successors and assigns, the right during the life of this franchise, to cut and trim any and all trees growing in, on or over the streets or alleys of the Village of Dalton Gardens that might or may interfere with any wires, poles, conduits or other apparatus of the Grantee, its successors and assigns.

3. The poles, wires, and other apparatus mentioned herein shall be constructed, erected, and maintained in accordance with the laws of the State of Idaho relating to electrical construction.

4. The said Grantee herein shall have and is hereby given the right and privilege to make any and all necessary or proper excavations and obstructions in any of the streets, alleys, and properties of the Village for the purpose of building, erecting, repairing, operating, removing, maintaining or changing any of the poles, wires, conduits, crossarms, or other appliances or apparatus used or to be used in connection with the above purposes. Whenever the Grantee, its successors or assigns, shall excavate in or obstruct any of the streets, alleys or ways of the Village of Dalton Gardens for the purposes aforesaid, it shall return the same to the order and condition that they were in before they were excavated or obstructed, as soon as practical and within a reasonable time after such excavation or obstruction, and that the Grantee herein, its successors or assigns, shall at all times hold the Village free and clear from any and all damages that may result to any person, persons, firm or firms, corporation or corporations, or to any property of the same, by reason of any erection, construction, maintenance or operation of any of the things herein authorized to be constructed and maintained by it.

5. The Village reserves the right to remove any of such wires, poles, or apparatus herein provided for in case of general conflagration and necessity therefor. The Village in such case shall not be held liable for any damages to the Grantee, its successors or assigns, on account of any cutting away or removal of any poles, wires, or other appliances under the last named circumstances.

6. The Grantee, on request of the Village shall raise or change its wires so as to permit the removal of any house or building when the same may be necessary to permit the removal of said building on, over, and along the streets, alleys, or public highways of the said Village to the point of destination; provided, however,

that the party to whom a permit has been granted to remove any such building on, over, and along any of the streets or alleys of the Village shall first pay to the Grantee hereunder the Grantee's estimated cost incurred in raising or changing its wires and facilities so as to permit the removal of said building as aforesaid.

7. That in consideration of the rights, privileges and power herein granted to the Grantee herein, its successors and assigns, it, the said Grantee, its successors and assigns, shall at all times keep and maintain a plant of sufficient size and capacity to supply the Village and the inhabitants thereof with such an amount of electricity as they may reasonably require, and shall, in the absence of accident or misfortune from some cause beyond its control, furnish a continuous twenty-four (24) hour service, and should the said plant, or any part thereof, become broken, injured or destroyed, the same shall be replaced as soon as it is reasonably practical.

8. The Grantee shall have the right to make and enforce reasonable rules and regulations pertaining to the conduct of the Grantee's business and to prescribe the forms for application for service and contracts to be executed by applicants. Service shall be supplied to the Village and its inhabitants in accordance with the Grantee's rates, rules and regulations filed or hereafter filed with the regulatory body of the State of Idaho having jurisdiction over the Grantee.

9. The Grantee, its agents and employees shall have the right and power of ingress and egress upon its customers' properties for the purpose of installing, servicing, maintaining its facilities and for the purpose of maintaining, testing and reading its meters.

10. It is understood that this franchise is not an exclusive franchise, and the Village of Dalton Gardens reserves unto itself the right to grant other franchises for the purpose for which this one is granted.

11. This franchise and all of its provisions shall be void, inoperative, and of no force or effect whatsoever, unless the said Grantee named herein shall, within thirty (30) days after the passage and publication thereof, file with the Clerk of the Village of Dalton Gardens its acceptance thereof in writing.

12. The franchise hereby granted may be revoked by the Village by a duly enacted Ordinance in the event the Grantee shall fail, after thirty (30) days written notice, to comply with any of the terms, conditions, or obligations imposed upon the Grantee hereunder.

Passed under suspension of the rules upon which a roll call vote was taken and duly enacted an ordinance of the = Village of Dalton Gardens at a special meeting of the Board of Trustees of the Village of Dalton Gardens held on ~~July~~ <sup>June</sup> 29, 1965.

Ward B. Newcomb  
Chairman, Board of Trustees

ATTEST:

Marion A. Bray  
Clerk