



THE WASHINGTON WATER POWER COMPANY

Electric and Natural Gas Service

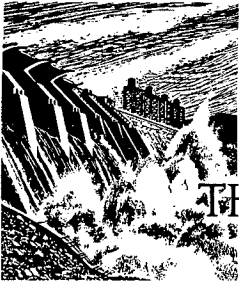
POST OFFICE DRAWER 1445 SPOKANE, WASHINGTON 99210

I hereby acknowledge receipt of the Formal Acceptance by
The Washington Water Power Company of the Franchise granted under
Ordinance No. 14 to said Company by the Village of Dalton Gardens,
said Acceptance being duly signed by Mr. W. J. Satre, Vice President
of the Company.

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. 14 passed on the 29th day of June, 1965.

THE WASHINGTON WATER POWER COMPANY

By *H. J. Satre*
Vice President



An ordinance granting to The Washington Water Power Company, a Washington corporation, qualified to do business in Idaho, its successors and assigns, a franchise for the purpose of furnishing the Village of Dalton Gardens, Idaho, and its inhabitants with natural, manufactured, and/or mixed gas.

THE TRUSTEES OF THE VILLAGE OF DALTON GARDENS DO ORDAIN
AS FOLLOWS:

Section 1. DEFINITIONS. The following definitions are provided for the sole purpose of proper interpretation and administration of this ordinance.

1. PUBLIC PROPERTIES shall mean and include streets, alleys, sidewalks, curbs, roads, highways, avenues, thoroughfares, parkways, bridges, viaducts, public grounds, public improvements, and other public places within the corporate limits of the Village of Dalton Gardens.

2. "DISTRIBUTION SYSTEM," "SYSTEM," and "LINES" used either in the singular or plural mean and include the gas pipes, pipe lines, mains, laterals, conduits, feeders, regulators, meters, fixtures, connections, and all attachments and appurtenances, necessary incidental thereto or in any way appertaining to the distribution of gas.

3. "MAINTENANCE," "MAINTAINING," or "MAINTAIN" means and shall include relaying, repairing, replacing, examining, testing, inspecting, removing, digging and excavating, and restoring operations incidental thereto.

4. CONSUMER means any person, persons, firm, association, municipal corporation, and/or corporation, that uses gas for residential commercial and industrial purposes.

5. GAS means natural, manufactured, and/or mixed gases.

Section 2. GRANT. The Village of Dalton Gardens, Idaho, grants to The Washington Water Power Company, a Washington Corporation, qualified to do business in Idaho, hereinafter called the "Grantee," and its successors and assigns, the right, privilege, authority, and franchise to construct, or otherwise acquire, and

to own, maintain, equip, and operate plants and works, and all necessary or desirable appurtenances thereto, for the manufacture, purchase, transmission, and distribution of gas, including the right to construct, lay, maintain, operate, extend, renew, remove, replace, repair, use, and operate a gas distribution system, in, under, upon, over, across, and along the present and future public properties within the present or any future corporate limits of the Village for the purpose of transporting, distributing and selling gas (with the right and privilege to make such connections with said pipes as will enable the Grantee to supply gas) for heating, lighting, power, and any and all domestic, commercial, and industrial purposes, and other reasons and purposes in the Village, and to the Village and its inhabitants, and persons, firms, associations, municipal corporations, and corporations therein.

Section 3. TERM. The rights, privileges, and franchise hereby granted to, and conferred upon, the Grantee shall, unless this franchise be sooner terminated as herein provided, extend for a term of twenty-five (25) years from the date of written acceptance hereof by the Grantee.

Section 4. CONSTRUCTION. Grantee shall comply with all valid ordinances of the Village relating to construction, excavation, and the breaking, opening and closing of ground in public streets and properties. The Village shall have prior right to the use of its streets and alleys for the installation and maintenance of Village owned utility facilities.

Whenever the Grantee shall make or cause to be made excavations or shall place obstructions in public property of the Village, Grantee shall exercise reasonable precaution to protect the public therefrom; provided, however, that Grantee shall be amenable to the general and special laws of the State as are in such cases made and provided. The Grantee shall repair and restore to as good or better condition all public and private properties disturbed during the construction, maintenance, repairing or removal of its gas system. Whenever deemed necessary by the proper Village authorities, the Village shall have the right to appoint its engineer or a competent and experienced person to superintend

and supervise the refilling of excavations made, and the expense of replacing and repairing of the portion of the public properties disturbed in the construction, laying, operation and the maintenance of of Grantee's gas system shall be at the expense of the Grantee. Should Grantee fail or refuse to restore and replace the same or better condition of such public and private properties within a reasonable period after completion of Grantee's construction, laying, removal, operating and maintaining work, the same may be restored by the Village at the expense of the Grantee.

Section 5. PUBLIC PROPERTIES and STATE HIGHWAYS. If public properties other than highways within the corporate limits of the Village form a part of the route of a state highway, the Grantee shall determine the requirements of the State and take them into account with respect to the use thereof by the Grantee.

Section 6. RIGHT OF INGRESS and EGRESS BY GRANTEE TO CONSUMER.

The Grantee, its agents, servants, and employes shall have the right and power to require of every consumer a contractual right to ingress and egress upon, and from, any and all gas consumer's properties for the purpose of installing, servicing, moving, changing, and reading meters, inspecting, maintaining, or repairing meters, and for the purpose of testing, examining, or inspecting the connecting pipes, pipe lines, or laterals, and appliances of the consumer, if, as and when the Grantee chooses.

Section 7. RULES AND REGULATIONS OF GRANTEE. The Grantee shall have the right and authority to make and establish from time to time as the Grantee shall elect, reasonable rules and regulations for the conduct of the Grantee's business, and with reference to furnishing, supplying and the sale of gas to any and all consumers within the Village and to prescribe the forms of application and contracts to be executed by applicants and/or consumers before they shall be entitled to receive gas or gas service from the Grantee. Provided. That the Grantee shall file with the Clerk of the Village, if requested by the Village, a copy of such rules and regulations and any amendments thereto as filed with the Idaho Public Utilities

Commission.

Section 8. RECORDS OF LOCATION OF FACILITIES. The Grantee shall at all times keep full and complete records showing the location of all gas mains and service connections laid in the Village. Such records shall be available to the Village at all reasonable times upon request therefor.

Section 9. MOVING OF PIPES AND FACILITIES BY GRANTEE. If the Village should pave or otherwise improve public properties, including drainage facilities, relocate the same, or change the grade thereof, and such work should require the relocation or moving of any portion of the distribution system of the Grantee, the same, including relocating or readjusting the elevation of its lines and facilities to conform to such new grades as may be established, shall be done expeditiously by the Grantee and its successors and assigns at its own expense. All work to be performed by the Grantee under this section shall be performed as may be required by the terms of this franchise with reference to construction.

Section 10. SERVICE TO BE FURNISHED. At all times during the term of this franchise, the Grantee, subject to its rules and regulations as filed with the Idaho Public Utilities Commission, and subject to available natural gas supplies, shall promptly and without discrimination furnish an adequate supply of natural gas to the Grantor and its successors and to its inhabitants and persons and corporations thereof who request the same, and shall require, construct, maintain, equip, and operate all necessary facilities for the purchase, transmission, and distribution of natural gas for the benefit and convenience of the Village and its inhabitants.

Section 11. GRANTEE TO SAVE VILLAGE HARMLESS. The Grantee agrees to protect and save harmless the Village from all claims, actions, or damages of every kind and description which may occur to, or be suffered by, any person or persons, corporations, or property by reason of the construction, operation, and maintenance of the Grantee's gas distribution system, lines and facilities, except such as may result from the fault or negligence of the Village or its employes. In case suit or action is brought against the Village for damages arising out of, or by

reason of, the above-mentioned causes, the Grantee will, upon notice of it of the commencement of said action, defend the same at its sole cost and expense, and in case judgment shall be rendered against the Village in suit or action, the Grantee will fully satisfy said judgment within ninety (90) days after said suit or action shall have finally been determined if determined adversely to the Village. Upon the Grantee's failure to satisfy said judgment within the ninety (90) day period, this franchise shall at once cease and terminate.

The Grantee, by its acceptance of this ordinance, for itself, its successors or assigns, covenants and agrees to and with the Village at all times to protect and save harmless the said Village, from all claims, actions, suits, liability loss, expense or damage of every kind and description, which may accrue to or be suffered by a person or persons arising out of the ownership, construction or operation of said gas system.

Section 12. RESERVATIONS. The Village reserves the right to adopt and enforce all necessary ordinances to control the performance of the conditions of this franchise, including reasonable ordinances of a police nature in the exercise of its policy powers in the interest of public safety and for the welfare of the public. The Village shall have access at all reasonable times to any part of the plant or plants, facilities, operations, and premises, of the Grantee to make inspections and tests that may be required in supervising the fulfillment by the Grantee of the terms of this franchise.

Section 13. FORFEITURE. In case of failure by reason of negligence or willful act on the part of the Grantee, its successors and assigns to comply with any of the provisions of this ordinance, or if the Grantee, its successors and assigns negligently or wilfully do or cause to be done any act or thing prohibited by, or in violation of the terms of this franchise ordinance, the Grantee, its successors and assigns shall forfeit all rights and privileges granted by this ordinance and all rights thereunder shall cease unless such noncompliance or prohibited act or thing is corrected within thirty days after receipt of written notice of forfeiture

directed to the Grantee, at its Spokane, Washington office by United States mail. In the event the rights and privileges hereby granted are not diligently exercised in the public interest or in the event the Grantee shall fail for a period of one (1) month to operate its gas distribution system, except in case of strikes or the destruction of the same by fire or the elements or for any other reasons beyond the control of the Grantee, this franchise shall terminate and all of the rights and privileges granted hereunder shall cease and determine. Provided. That the Grantee shall have the right temporarily to discontinue distribution of gas through said distribution system or any part thereof for the purpose of making repairs or extensions, and shall not be liable to a forfeiture therefor if such repairs and extensions are made with reasonable diligence. When the Grantee may reasonably do so, it shall give notice of the discontinuance of gas either in writing, properly addressed to the consumer or by notice in the official newspaper of the Village, or by telephone or other communications.

Section 14. REMEDIES TO ENFORCE COMPLIANCE. In addition to other remedies provided herein, the Grantor reserves and has the right to pursue any remedy to compel or enforce the Grantee, its successors and assigns to comply with the terms hereof and to furnish the service herein called for, and the pursuit of any right or remedy by the Village shall not prevent the Village from thereafter declaring a forfeiture for any reason herein stated.

Section 15. REMOVAL OF FACILITIES. In the event the Village declares this franchise to be forfeited or upon its termination and if it is not renewed, the Village may require the Grantee or its successors and assigns to remove such of its facilities from the public properties at its own expense as may interfere with use of the Village streets, alleys or other public properties, and if it becomes necessary for the Village to do so, the Village shall be paid for the reasonable cost of such removal by the Grantor.

Section 16. BINDING UPON SUCCESSORS AND ASSIGNS. All rights and privileges granted and duties imposed by this ordinance upon the Grantee shall extend to, and be binding upon, its successors, receivers, liquidators, and/or assigns.

Section 17. NOT EXCLUSIVE. This ordinance shall not be construed to be an exclusive franchise.

Section 18. ASSIGNMENT. The Grantee and its successors and assigns may not assign or sublet this franchise without the written consent of the Village, and then only in its entirety and such assignment and subletting shall be binding upon the Grantee's successors and assigns and independent contractors of the Grantee, and a copy of said assignment or subletting shall be filed with the Village.

Section 19. ACCEPTANCE. After the passage and legal publication of this ordinance, and if accepted within thirty (30) days after such publication, the Grantee shall indicate such acceptance by its filing with the Village an unconditional written acceptance thereof, to be executed according to law, and a failure of the Grantee so to accept this ordinance within the said period of time shall be deemed a rejection thereof by the Grantee, and the rights and privileges herein granted shall, after the expiration of said period of thirty (30) days, if not so accepted, absolutely cease and determine unless said period of time shall be extended by the Village by ordinance duly passed for that purpose.

Section 20. VALIDITY. If any section, subsection, paragraph, sentence, clause, or phrase of this ordinance is declared unconstitutional or invalid for any reason, such decision shall not affect the validity of the remaining portions of this ordinance.

Section 21. EFFECTIVE DATE. This ordinance shall be in full force and effect five (5) days from, and after, its passage, approval, and legal publication (all at the cost of the Grantee herein) as provided by law, provided it is duly accepted as hereinbefore provided.

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 ~~June~~ ^{July} 29, 1965.

Ward B. Newsome
Chairman, Board of Trustees

ATTEST:

Marion A. Brown
Clerk