

CITY OF DALTON GARDENS, STATE OF IDAHO

In the Matter of the)
Application of)
THE WASHINGTON WATER POWER)
COMPANY for a franchise to)
locate, construct, operate and)
maintain poles, wires,)
underground cables and)
appurtenances over, under,)
along and across road)
rights of way and public)
properties herein mentioned)
for the purpose of transmitting)
and distributing electricity)
_____)

Ordinance No. 118
GRANTING A FRANCHISE TO THE
WASHINGTON WATER POWER
COMPANY FOR THE
CONSTRUCTION, OPERATION AND
MAINTENANCE OF ELECTRIC
FACILITIES WITHIN THE
CITY OF DALTON GARDENS

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 City 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 City 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 City of Dalton Gardens.

BE IT ORDAINED by the Trustees of the City of Dalton Gardens:

I.

That The Washington Water Power Company, a corporation organized under the laws of the State of Washington and qualified to do business in the State of Idaho, 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 City of Dalton Gardens.

II.

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 City of Dalton Gardens that might or may interfere with any wires, poles, conduits or other apparatus of the Grantee, its successors and assigns.

III.

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.

IV.

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 City 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 to or to be used in connection with the above purposes. Whenever the Grantee shall make or cause to be made excavations or shall place obstructions in public property of the City, 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 electric system. Whenever deemed necessary by the proper City authorities, the City shall have the right to appoint its engineer or a competent and experienced person to be superintendent 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 Grantee's electric system shall be at the expense of the Grantee. Should Grantee fail or refuse to restore and replace the same to as good 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 City at the expense of the Grantee. The Grantee herein, its successors or assigns, shall at all times hold the City free and clear from any and all damages that may result to any person or 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.

V.

The City reserves the right to remove any of such wires, poles, or apparatus herein provided for in case of general conflagration and necessity therefor. The City 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.

VI.

The Grantee, on request of the City 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 City 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 City 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.

VII.

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 City 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.

VIII.

The Grantee shall have the right to make and enforce reasonable rules and regulations pertaining to the conduct of 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 City 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.

IX.

The Grantee, its agents and employees shall have the right and power of ingress and egress upon its customer's properties

for the purpose of installing, servicing, maintaining its facilities and for the purpose of maintaining, testing and reading its meters.

X.

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

XI.

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 City of Dalton Gardens its acceptance thereof in writing.

XII.

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

PASSED AND APPROVED on this 23rd day of May, 1991.

City of Dalton Gardens, Idaho

By Joe Wark
Title: Mayor

ATTEST:

By Gayle K. Claycox
Title: City Clerk

AFFIDAVIT OF PUBLICATION

STATE OF IDAHO,
County of Kootenai,

} ss.

Juli Jacob

..... being first duly sworn
upon oath deposes and says:

1. I am now and at all times hereinafter mentioned was a citizen of the United States, resident of the State of Idaho, over the age of twenty-one years and not a party of the above entitled action.

2. I am now and at all times hereinafter mentioned was the printer (principal clerk) of the "Coeur d'Alene Press," a newspaper printed and published daily except Sunday in Coeur d'Alene, Kootenai County, Idaho, and having a general circulation in said county.

3. The

Legal Notice

.....
.....
..... of which the annexed is a printed copy, was published in the regular *wed*
issue of said newspaper for *1* consecutive *day*
commencing on the *29th* day of *May*, 19*91*, and
ending on the *29th* day of *May*, 19*91*, and such
publication was made as often during said period as said *Daily*
newspaper was regularly issued.

4. That said newspaper has been continuously and uninterruptedly published in said Kootenai County, during a period of more than seventy-eight consecutive weeks immediately prior to the first publication of said notice

Juli Jacob

Subscribed and sworn to before me this *29th* day of *May*
19 *91*.

Roberta Manley

Notary Public for the State of Idaho,
residing at Coeur d'Alene, Idaho.

ROBERTA MANLEY
My commission expires 2-3-93