

AN ORDINANCE GRANTING A FRANCHISE TO PACIFIC POWER & LIGHT COMPANY, AND TO ITS SUCCESSORS AND ASSIGNS, TO CONSTRUCT, MAINTAIN AND OPERATE IN AND UPON THE PRESENT AND FUTURE STREETS, HIGHWAYS, BRIDGES AND OTHER PUBLIC PLACES WITHIN THE CORPORATE LIMITS OF THE VILLAGE OF CLARK FORK, IDAHO, ELECTRIC UTILITY PROPERTY AND FACILITIES FOR SUPPLYING ELECTRICITY AND ELECTRIC SERVICE TO THE VILLAGE, THE INHABITANTS THEREOF, AND OTHERS FOR A TERM OF TWENTY (20) YEARS; SUCH ELECTRIC SERVICE AT ALL TIMES SHALL BE SUBJECT TO REGULATION BY PUBLIC AUTHORITY; AND, PROVIDING OTHER LIMITATIONS, TERMS AND CONDITIONS GOVERNING THE EXERCISE OF SAID FRANCHISE; AND, DECLARING AN EMERGENCY.

BE IT ORDAINED BY THE CHAIRMAN AND BOARD OF TRUSTEES OF THE VILLAGE OF CLARK FORK, IDAHO:

Section 1: The Village of Clark Fork, hereinafter called "Village", hereby grants to Pacific Power & Light Company, a corporation, hereinafter called "Grantee", and to its successors and assigns, the right, privilege and franchise for a period of twenty (20) years from the date when this ordinance becomes effective to construct, maintain and operate in and upon the present and future streets, highways, bridges and other public places within the corporate limits of the Village, electric utility property and facilities for supplying electricity and electric service to the Village, and the inhabitants thereof, and to persons and corporations beyond the limits of the Village, subject to the terms and conditions hereinafter specified. All such electric utility property and facilities now maintained by the Grantee within the corporate limits of the Village shall be deemed covered by this ordinance, and the present location thereof hereby is ratified and approved.

Section 2: All of the Grantee's electric property and facilities shall be constructed and at all times maintained in good order and condition, and in accordance with standard engineering practice and all applicable safety codes and lawful governmental regulations. The Village shall have authority at all times in furtherance of the safety, convenience and welfare of the public, to control by appropriate regulations the location, elevation and manner of construction and maintenance of the Grantee's electric property and facilities on the Village streets, highways, bridges and public places, subject to the provisions of any state laws applicable thereto; and the Grantee shall promptly conform with all such regulations at Grantee's expense.

Section 3: It shall be lawful for the Grantee, its successors or

assigns, to make all needful or convenient excavations in any of the streets, alleys, avenues, boulevards and thoroughfares of the Village for the purpose of erecting and maintaining the posts, poles, towers or other supports for the said wires or for the purpose of laying, maintaining and operating wires and other conductors underground for the purpose aforesaid or to repair and improve such electric power and light system and to extend the same as the growth of said Village or the needs of the inhabitants thereof may require; provided, that when the said Grantee, its successors or assigns, or any person or corporation under the authority of this franchise shall disturb any of said streets, alleys, avenues, boulevards or thoroughfares for the purposes aforesaid, he, it, or they shall restore the same to good order and condition as soon as practicable without unnecessary delay and failing to do so after five days' notice from the street superintendent or street committee of the Board of Trustees of said Village, the said street superintendent or street committee may place the said street, alley, avenue, boulevard, or thoroughfare in such condition at the expense of the Village, and the Village may recover from the person or corporation enjoying this franchise the amount of the cost thereof.

Section 4: The Village shall have the free right and privilege to string and maintain wires for its municipal police and fire alarm systems upon the poles and other facilities erected and maintained by the Grantee hereunder. The Village shall string, maintain and operate such wires at its own expense, risk and responsibility, and in accordance with all legal requirements and good engineering practice, and in such manner as not to impose any additional expense upon the Grantee, or interfere with the safe and convenient use by the Grantee of its said poles and facilities. Any such wires of the Village shall be subject to interference by the Grantee only when necessary in the maintenance, operation or repair of the Grantee's own fixtures, wires, and appurtenances.

Section 5: The Grantee shall at all times indemnify and hold the Village, its officers, employees and agents, harmless from any and all expense or liability arising from or by reason of any negligent act or omission of the Grantee, its representatives or employees, in the construction, operation or maintenance of any of the Grantee's electric utility property or facilities.

Section 6: The electric service to be furnished to the public hereunder, and all rates and charges therefor, and all regulations of the Grantee applicable thereto, shall at all times be subject to all rules, regulations and orders that may be lawfully prescribed by the Public Utilities Commission of the State of Idaho, or by any other governmental authority now or hereafter having jurisdiction over such matters.

Section 7: When necessary, in order to permit any duly authorized person to move any building or structure across or along any street, highway, bridge or public place within the Village, the Grantee shall temporarily raise or remove its wires, fixtures and appurtenances upon such streets, highways, bridges or public places, upon forty-eight hours' written notice in advance from such person, such notice to bear the approval of such official as the Village may designate, and at such times and in such manner as may be necessary reasonably to accommodate such moving, consistently with the maintenance of proper service to the Grantee's customers; provided, however, that the cost to the Grantee of such temporary raising or removal, and of any interruptions of the Grantee's service to its customers caused thereby, shall first be paid or satisfactorily secured to the Grantee by the owner or mover of such building or other structure.

Section 8: The Grantee shall have the right and privilege of trimming all trees which overhang the streets, in such a manner and to such an extent as will prevent the branches or limbs or other parts of such trees from touching or interfering with its wires, poles and other fixtures and equipment; providing no such trees are trimmed or cut back farther than may be necessary to prevent said interference and to allow the proper operation and maintenance of said lines, poles and fixtures.

Section 9: The Grantee, its successors and assigns, shall maintain and operate a system for the distribution of electricity in the Village but the Grantee does not guarantee continuous and uninterrupted service under the terms hereof, and under no circumstances shall the Grantee be held liable to or responsible by the Village on account of interruption or failure of service caused by storms, washouts, accidents, floods, acts of God or the public enemy, war, strikes, damage by the elements, or other damage to plant or equipment on account of any

circumstance beyond the control of the Grantee, nor in any event for consequential damages; however, the Grantee does agree to use due diligence in attempting to maintain continuous and uninterrupted service.

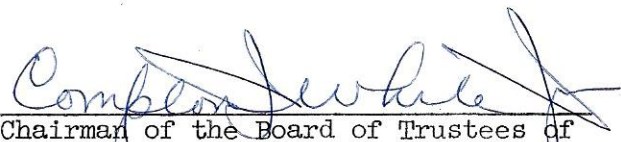
Section 10: The franchise hereby granted may be revoked and forfeited by the Village, by duly enacted ordinance thereof, in the event that the Grantee shall fail after reasonable notice or demand to comply with any of the terms, conditions, or obligations imposed upon the Grantee hereunder.

Section 11: Within sixty (60) days from and after the effective date of this ordinance, the Grantee shall file with the Clerk of the Village its unconditional written acceptance of this ordinance, and, in the event the Grantee shall fail so to file such acceptance, this ordinance shall become null and void.

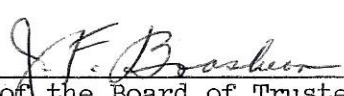
Section 12: Inasmuch as the Grantee has constructed and now is maintaining and operating electric utility property and facilities in and upon the streets, highways, bridges, and other public places in the Village under a franchise which by its terms expired on June 19, 1961, it hereby is adjudged and declared that this ordinance is necessary for the immediate preservation of the public peace, health and safety; and by reason thereof this ordinance shall take effect and be in full force and effect from and after its passage by the Board of Trustees and approval by the Chairman, and its publication as required by law.

PASSED by the Board of Trustees this 14th day of Sept, 1961.

APPROVED by the Chairman this 14th day of Sept, 1961.


Chairman of the Board of Trustees of
the Village of Clark Fork, Idaho

ATTEST:


Clerk of the Board of Trustees of
the Village of Clark Fork, Idaho

ACCEPTANCE OF ORDINANCE NO. 141

By

PACIFIC POWER & LIGHT COMPANY

Pacific Power & Light Company, a corporation, hereby unconditionally accepts Ordinance No. 141 of the Village of Clark Fork, Idaho, and all the terms, provisions and conditions thereof, said Ordinance No. 141 being entitled:

"AN ORDINANCE GRANTING A FRANCHISE TO PACIFIC POWER & LIGHT COMPANY, AND TO ITS SUCCESSORS AND ASSIGNS, TO CONSTRUCT, MAINTAIN AND OPERATE IN AND UPON THE PRESENT AND FUTURE STREETS, HIGHWAYS, BRIDGES AND OTHER PUBLIC PLACES WITHIN THE CORPORATE LIMITS OF THE VILLAGE OF CLARK FORK, IDAHO, ELECTRIC UTILITY PROPERTY AND FACILITIES FOR SUPPLYING ELECTRICITY AND ELECTRIC SERVICE TO THE VILLAGE, THE INHABITANTS THEREOF, AND OTHERS FOR A TERM OF TWENTY (20) YEARS; SUCH ELECTRIC SERVICE AT ALL TIMES SHALL BE SUBJECT TO REGULATION BY PUBLIC AUTHORITY; AND, PROVIDING OTHER LIMITATIONS, TERMS AND CONDITIONS GOVERNING THE EXERCISE OF SAID FRANCHISE; AND, DECLARING AN EMERGENCY."

which said Ordinance was passed at a regular meeting of the Board of Trustees of the Village of Clark Fork held on September 4, 1961, and was approved by the Mayor of said Village on September 4, 1961, and was duly published once in The Sandpoint News-Bulletin, a weekly newspaper printed and published at Sandpoint, Bonner County, Idaho, on September 14, 1961.

IN WITNESS WHEREOF, said Pacific Power & Light Company has caused this acceptance to be executed in its name and behalf by its Vice President, and its corporate seal affixed hereto and attested by its Secretary on this 20th day of October, 1961.

PACIFIC POWER & LIGHT COMPANY

By Albert Bauer
Vice President

Attest:



[Signature]

Secretary

I, J. F. Brashear, do hereby certify that I am the duly appointed, qualified and acting Clerk of the Village of Clark Fork, Idaho, and that as such Clerk I am the keeper of the records of said Village; that annexed hereto and made a part of this certificate is Ordinance No. 141, which ordinance was duly passed by the Board of Trustees of the Village of Clark Fork on the fourth day of September, 1961, and thereafter published, as required by law, in the Sandpoint News-Bulletin a newspaper printed and published in Sandpoint, Bonner County, Idaho; that said Ordinance No. 141 is in full force and effect and has not been repealed in whole or in part.

Dated at Clark Fork, Idaho, this fifth day of September, 1961.

J. F. Brashear
Clerk of the Village of Clark Fork, Idaho