

AN ORDINANCE granting to Northern Idaho and Montana Power Company, Limited, its successors and assigns, the right to acquire, maintain, construct, extend and operate a system of works, poles, wires, masts, cables and all necessary apparatus, appurtenances and fixtures in the streets, avenues, alleys, public grounds and other public places, and in the limits of the Village of Clarks Fork, Idaho, for the purposes of generating and distributing electricity and furnishing and selling the same to said Village and the inhabitants thereof for lighting, heating, power and other purposes.

BE IT ORDAINED BY THE CHAIRMAN AND BOARD OF TRUSTEES of the Village of Clarks Fork, Idaho, as follows:

Section 1. That there is hereby granted to Northern Idaho and Montana Power Company, Limited, a corporation, and its successors and assigns, the right, privilege and franchise to acquire, maintain, construct, extend and operate a system of works, poles, wires, masts, cables and all necessary apparatus, appurtenances and fixtures in the streets, avenues, alleys, public grounds and other public places within the corporate limits of the Village of Clarks Fork, Idaho, as the same now exist or may hereafter be extended, for the purpose of generating and distributing electricity and furnishing and selling the same to said Village and the inhabitants thereof, for lighting, heating, power and other uses and purposes to which electricity may be put, for the period of fifty (50) years from and after the passage and approval of this ordinance; all such rights to become and continue operative upon the terms and conditions hereinafter set out.

Section 2. All poles and wires maintained or erected by virtue of this ordinance shall be so maintained and erected at such places, and in such manner as not to obstruct or impede the uses of said streets, avenues, alleys and public places for the ordinary purposes of travel thereon. Should the said grantee, its successors or assigns desire to place any pole and the placing of such pole is objected to by any property owner of the Village, then the said property owner may appeal to the board of trustees of the Village who may by resolution restrain the grantee from placing said pole.

with, such person shall in writing give to the grantee herein, its successors or assigns, to make any and all necessary excavations in any of the streets, avenues, alleys and public places in said Village, for the purpose of erecting and maintaining poles for the support of its wires, or for any other purposes under the terms and provisions of this ordinance. Whenever the said grantee and its successors or assigns shall disturb any of the streets for the purposes aforesaid,

Section 3. In consideration of the fact that the Village of Clarks Fork, Idaho, shall have the right to fix, by resolution a reasonable time within which such repairs and restoration of streets shall be completed, and upon the failure of such repairs being made by the said grantee or its successors or assigns, the said Village of Clarks Fork, Idaho shall cause such repairs to be made at the expense of said grantee or its successors or assigns.

Section 4. Nothing in this ordinance shall be construed so as to in any manner prevent the proper authorities of the said Village of Clarks Fork, Idaho, from erecting or excavating sewers, and maintaining the same, or from grading, planking or paving, altering or repairing any of the streets herein mentioned, but any and all such work shall be done so as not to obstruct, injure or prevent the free use of such poles, wires, cables and other apparatus hereinbefore mentioned.

Section 5. Whenever anyone desires to move any buildings through or across any street or alley of said Village, within or upon which any of such wires or cables are strung, whereby any of said wires or cables would be injured or interfered

with, such person shall in writing give to the grantee herein, its successors or assigns, twenty-four (24) hours notice of the time and place, when and where he desires such wires moved for such purpose, and thereupon, the grantee, its successors or assigns, shall cause such wires or cables to be moved so as to allow the passage of such building, but in all cases such removal shall only be required between the hours of six A. M. and twelve M. shall not be made against any consumer for any cost in such

Section 6. In consideration of the right herein granted, the Village of Clarks Fork, Idaho, shall have the right to suspend on the poles of the said grantee such wires as they may require for fire alarm and police alarm purposes; provided, that such wires shall be strung or suspended at such places, and in such manner, as not to obstruct or interfere with the wires and cables of grantee herein.

Section 7. Upon the wilful failure of the said grantee, its successors or assigns, for a period of sixty (60) days continuously, at any time to supply electricity to all persons desiring the same, and who shall comply with such reasonable rules and regulations as the Company may prescribe, and who are located along its lines for the transmission of electricity, the Council may revoke and annul this grant,

Section 8. Every person, partnership, association or corporation desiring to use, current of the grantee, shall allow said grantee, its successors or assigns, to enter at any or all reasonable times upon his or their premises, for the purpose of inspecting, repairing or removing the electric wires, meters, switchboards and appliances belonging to the grantee, and if such person, partnership, association or corporation shall refuse so to do, the grantee, its successors and assigns, shall itself in readiness to serve those connected to its lines.

Section 8. The grantee, its successors and assigns, shall use diligence to meet the reasonable demands for current of the Village, and the inhabitants thereof, and shall keep itself in readiness to serve those connected to its lines. not be required to furnish and may at once discontinue to furnish current to such person, partnership, association or corporation.

and for such readiness to serve the grantee, its successors or assigns, shall have the right to make a minimum charge of One Dollar and Twenty-five cents (\$1.25) per month for each meter any consumer may have connected to the plant or system of wires of the grantee, its successors or assigns (which minimum charge shall be known as a "readiness to serve" charge); provided that such "readiness-to-serve" charge shall not be required to furnish service to any such consumer until shall not be made against any consumer for any month in which the payment of all indebtedness, the consumption of current, figured at the regular rate or rates, shall equal or exceed such minimum charge, and provided further, that when the consumption of current by any consumer shall, upon such demand, deposit with the grantee an amount of money equal to the estimated services for two months. Whenever the service is discontinued, the payment of such charge shall be payment for current consumed, deposit less any money the consumer may owe to the grantee at that time, shall be immediately returned to the depositor.

Section 9. The grantee, its successors and assigns, shall have the right to make such reasonable rules and regulations not in conflict herewith, or with the laws of the State of Idaho, or public policy, as may be necessary for the sale of current and the proper conduct of said business, and not exceeding fifteen cents (15¢) per kilowatt hour for electricity furnished for lighting purposes, and not exceeding fifteen cents (15¢) per kilowatt hour for electricity furnished for power purposes. Provided, however, that nothing herein contained shall be construed as preventing said grantee, its successors or assigns, from agents, employees or servants, to enter at any or all reasonable times upon his or their premises, for the purpose of inspecting, repairing or removing the electric wires, meters, switchboards and appliances belonging to the grantee, and if such person, partnership, association or corporation shall refuse so to do, the grantee, its successors and assigns, shall not be required to furnish and may at once discontinue to furnish current to such person, partnership, association or corporation.

Section 10. Every person, partnership, association or corporation using, or desiring to use, current of the grantee, its successors or assigns, shall allow said grantee, its agents, employees or servants, to enter at any or all reasonable times upon his or their premises, for the purpose of inspecting, repairing or removing the electric wires, meters, switchboards and appliances belonging to the grantee, and if such person, partnership, association or corporation shall refuse so to do, the grantee, its successors and assigns, shall not be required to furnish and may at once discontinue to furnish current to such person, partnership, association or corporation.

Upon the amount of current taken by each customer for such

Section 11. All bills for current shall be due and payable ten (10) days from the date of the rendering thereof, and upon failure of any consumer to pay any bill within fifteen (15) days from the date thereof, the grantee, its successors or assigns may discontinue the service of such consumer, and said grantee, its successors or assigns, shall not be required to furnish service to any such consumer until the payment of all indebtedness.

Section 12. As security for the payment of bills, the grantee, its successors or assigns, may demand, and any new consumer shall, upon such demand, deposit with the grantee an amount of money equal to the estimated services for two (2) months. Whenever the service is discontinued, the deposit less any money the consumer may owe to the grantee at that time, shall be immediately returned to the depositor.

Section 13. The grantee hereunder, its successors and assigns, may charge, collect and receive for furnishing, distributing or delivering electricity under the terms of this ordinance a maximum rate or price not exceeding fifteen cents (15¢) per kilowatt hour for electricity furnished for lighting purposes, and not exceeding fifteen cents (15¢) per kilowatt hour for electricity furnished for power purposes. Provided, however, that nothing herein contained shall be construed as preventing said grantee, its successors or assigns, from furnishing electricity for lighting or power purposes at less rates than those hereinbefore prescribed, and such rates so hereinbefore prescribed shall be taken as being only the maximum rates, and provided, further, that said grantee shall not discriminate between its customers, but shall furnish all customers taking a similar service at uniform rates. It shall, however, be lawful for said grantee to furnish electricity for power purposes on the sliding scale, dependent upon the amount of current taken by each customer for such

power purposes.

Section 14. The grantee shall have full right and power to assign to any person, persons, firm or corporation, all the rights conferred upon it by the terms of this ordinance, provided that the assignees of such rights, by accepting said assignment, shall become subject to the terms and provisions of this ordinance.

Section 15. The said grantee agrees that it will commence work of construction upon a line to serve the Village of Clarks Fork as soon as this ordinance has been passed and accepted according to law, and the said grantee agrees that it will diligently pursue the work of construction upon the said line until the same has been completed.

Section 16. The said grantee shall file a written acceptance of this ordinance, and of the terms thereof, with the Clerk of the Village of Clarks Fork, Idaho, within sixty (60) days after the passage and approval of this ordinance.

Section 17. The work "Grantee" as employed in this ordinance shall denote the said Northern Idaho & Montana Power Company, Limited, its successors and assigns.

Section 18. This ordinance shall be in full force and effect from and after its passage and approval, and upon its acceptance in writing as herein provided.

Passed and approved this 12th day of June

A. D. 1911.

John B. Whitcomb
Chairman

Attest
W. W. Thibodeau Clerk

