

COUNTY OF PEND OREILLE, WASHINGTON  
ORDINANCE NO. 2015-01

AN ORDINANCE GRANTING AVISTA CORPORATION, d/b/a AVISTA UTILITIES, A WASHINGTON CORPORATION, ITS SUCCESSORS AND ASSIGNS, THE NONEXCLUSIVE RIGHT, PRIVILEGE, AUTHORITY AND FRANCHISE TO LOCATE, CONSTRUCT, INSTALL, OWN, OPERATE, MAINTAIN, REPAIR, AND REPLACE POLES, ELEVATED AND UNDERGROUND WIRES, CABLES AND APPURTENANCES FOR THE TRANSMISSION, CONTROL AND DISTRIBUTION OF ELECTRICITY WITHIN THE COUNTY.

Avista Corporation dba Avista Utilities ("Avista"), a Washington Corporation, has filed with the County of Pend Oreille, State of Washington (the "County") a written application for a renewal of its Franchise to locate, construct, operate and maintain poles, wires, underground cables and appurtenances over, under, along and across all of County's rights of way and public property in the County for the purposes of the transmission, control and distribution of electricity within the County; and the County has determined it is in the interest of persons and businesses in this jurisdiction to have access to Avista's services;

THEREFORE, THE COUNTY OF PEND OREILLE DOES ORDAIN:

SECTION 1.0 DEFINITIONS

For the purposes of this Franchise the following terms, phrases, words and their derivations have the meaning given in this Section. When not inconsistent with the context, words used in the present tense include the future, words in the plural include the singular, and words in the singular include the plural. Words not defined will be given their common and ordinary meaning.

**Avista:** means Avista Corporation, dba Avista Utilities, a Washington corporation, and its respective successors and assigns, agents and contractors.

**Commission:** means the Washington Utilities and Transportation Commission or such successor regulatory agency having jurisdiction over investor-owned public utilities in the State of Washington.

**County:** means the County of Pend Oreille in the State of Washington and its respective successors and assigns.

**Days:** means business days.

**Effective Date:** means the date of legal publication of this Ordinance, upon which the rights, duties and obligations of this Franchise will come into effect, and the date from which the time requirement for any notice, extension and/or renewal will be measured.

**Facilities:** means, collectively, any and all electric transmission, and distribution systems and appurtenances owned by Avista, now and in the future in the Franchise Area, including but not limited to poles, towers, overhead and underground wires and cables, conduits, vaults, transformers, meters, meter-reading devices, communication and control systems and other equipment, appliances, fixtures, attachments, appurtenances and other items necessary, convenient, or in any way appertaining to any and all of the foregoing for the purposes of transmission, distribution, and control of electricity, whether the same be located above or below ground.

**Franchise:** means the grant by the County of rights, privileges and authority embodied in this Ordinance.

**Franchise Area:** means the surface and space above and below all rights-of-way for: public roads, streets, avenues, alleys, bridges, tunnels, easements, and highways of the County, as now laid out, platted, dedicated, acquired or improved within the present corporate limits of the County;

- public roads, streets, avenues, alleys, bridges, tunnels, easements, and highways that may hereafter be laid out, platted, dedicated, acquired or improved within the present corporate limits of the County and as such limits may be extended by annexation or otherwise during the term of this Franchise;
- all County-owned utility easements dedicated for the placement and location of various utilities, provided such easements would permit Avista to fully exercise the rights granted under this Franchise within the area covered by the easement; and
- any other specifically designated County-owned property.

**Maintenance, maintaining, or maintain:** means, without limit, repairing, replacing, upgrading, examining, testing, self-inspecting, and removing Avista Facilities, vegetation management, digging and excavating, and restoration of affected Right-of-way surfaces.

**Parties:** means County and Avista collectively.

**Party:** means either County or Avista individually.

**Person:** means a business entity or natural person.

**Right-of-way:** means the surface of and the space along, above, and below any street, road, highway, freeway, bridge, tunnel, lane, sidewalk, alley, utility easement and/or Right-of-way now or hereafter held or administered by the County within its corporate limits.

**State:** means the State of Washington.

**Tariff:** means the rate schedules, rules, and regulations relating to utility service, filed with and approved by the Commission during the term of this Franchise in effect upon execution and throughout the term of this Franchise.

## **SECTION 2.0 GRANT OF FRANCHISE**

### **2.1 Grant**

County hereby grants to Avista the right, power, privilege and authority to enter upon all roads, rights of way, streets, alleys, highways, public places or structures, lying within the Franchise Area to locate, construct, operate and maintain its Facilities for the purpose of controlling, transmitting and distributing electricity, as may be necessary to provide electric service to its Customers within the Franchise Area

## **2.2 Effective Date**

This Ordinance will be effective as of the date of approval, passage and publication as required by law.

## **2.3 Term**

The rights, privileges and Franchise granted to Avista will extend for a term of 25 years from the Effective Date, and shall continue year-to-year thereafter, until it is otherwise renewed for another 25 year term, or terminated by either Party, with not less than 180 days prior written notice to the other Party.

## **2.4 Non-Exclusive Franchise**

This Franchise is not an exclusive Franchise. This Franchise shall not prohibit the County from granting other franchises within the Franchise Area that do not interfere with Avista's rights under this Franchise. County may not, however, award an electric franchise to another party under more favorable or less onerous terms than those of this Franchise without this Franchise being amended to reflect such more favorable or less onerous terms.

## **2.5 Notice of County's Intent to Compete with Avista**

In consideration of Avista's undertaking pursuant to this Franchise, the County agrees that in the event the County intends to engage in the business of providing Electric service during the life of this Franchise or any extension of this Franchise, in competition with Avista, the County will provide Avista with six (6) months notice of such action.

## **2.6 Assignment Of Franchise**

Avista shall have the right to assign its rights, benefits and privileges under this Franchise. Any assignee shall, within thirty (30) days of the date of any assignment, file written notice of the assignment with the County together with its written acceptance of all terms and conditions of this Franchise. As permitted by law and Commission regulation, Avista shall have the right, without notice to or consent of the County, to mortgage or hypothecate its rights, benefits and privileges in and under this Franchise as security for indebtedness.

## **2.7 Recovery of Franchise Cost**

### **2.7.1 Authority**

So long as provided by RCW 35.21.860, the County may not impose a franchise fee or any other fee or charge of whatever nature or description upon Avista, except a fee as provided in RCW 35.21.860 that recovers from Avista actual administrative expenses incurred by the County that are directly related to:

- (i) receiving and approving a permit, license or this Franchise;
- (ii) preparing a detailed statement pursuant to Chapter 43.21C RCW, as the same exists now or may hereafter be amended.

### **2.7.2 Fee**

The parties understand that the restrictions of RCW 35.21.860 forbid the imposition of a franchise fee. If, at some time, the restrictions of this statute should be

removed, Avista and the County shall negotiate a fair and reasonable franchise fee.

#### **2.7.3 Additional Fees**

Nothing in this Section shall preclude the County from collecting from Avista fees lawfully imposed by the County (related to this Franchise or otherwise) including fees for permits.

### **SECTION 3.0 AVISTA'S OPERATIONS AND MAINTENANCE**

#### **3.1 Compliance with Laws, Regulations, Codes and Standards**

In carrying out any authorized activities under the privileges granted by this Franchise, Avista shall meet accepted industry standards and codes and shall comply with all applicable laws, regulations and ordinances of any governmental entity with jurisdiction over Avista's Facilities and operations in the Franchise Area. This includes all applicable, laws, regulations and ordinances existing as of the Effective Date or may be subsequently enacted by any governmental entity with jurisdiction over Avista's operations within the Franchise Area. The County shall have the right to make and enforce reasonable rules and regulations pertaining to the conduct of Avista's operations within the Franchise Area. Prior to the adoption by the County of any new rule, procedure or policy affecting Avista's operations under the Franchise, the County shall provide Avista a written draft document for comment with a response period of not less than thirty days. Service shall be supplied to the County and its inhabitants in accordance with Avista's rules and regulations and Tariffs currently or subsequently filed with and approved by the Commission.

#### **3.2 Facility Location by Avista and Non-Interference**

Avista shall have the discretion to determine the placement of its Facilities as may be necessary to provide safe and reliable electric service within the Franchise Area, subject to the following non-interference requirements. All construction, installation, repair or relocation of Avista's Facilities performed by Avista in the Franchise Area will be done in such a manner as not to interfere with the existing construction and maintenance of other utilities including drains, drainage ditches and structures, irrigation ditches and structures located therein, nor with the grading or improvement of the Franchise Area.

#### **3.3 Facility Location Information**

Avista shall provide the County, upon the County's reasonable request, Facility location information in electronic or hard copy showing the location of its Facilities at specific locations within the Franchised Area, to the extent such information is reasonably available. Avista does not warrant the accuracy of any such Facility location information provided and, to the extent the location of Facilities are shown, such Facilities may be shown in their approximate location. With respect to any excavations within the Franchise Area undertaken by or on behalf of Avista or the County, nothing stated in this Franchise is intended (nor shall be construed) to relieve either party of their respective obligations arising under the State one-call law with respect to determining the location of existing underground utility facilities in the vicinity of such excavation, prior to commencing work.

### **3.4 Vegetation Management -- Trimming/Removal Of Trees**

State law requires electric utilities to comply with the National Electric Safety Code, including the guidance in the Code for the trimming or removal of vegetation interfering or potentially interfering with energized power lines. The right of Avista to maintain its Facilities and appurtenances under this Franchise shall accordingly include the right, as exercised in Avista's professional discretion, to utilize an integrated vegetation management program to minimize the likelihood that vegetation encroaching (either above or below the ground) on Avista's facilities can lead to power outages and other threats to public safety and welfare. Avista or its agents may inhibit the growth of, prune, or remove any trees and vegetation which overhangs or encroaches upon its electric transmission and distribution corridors within the Franchise Area, whether such trees or vegetation originate within or outside of the Right-of-way. Nothing contained in this Section shall prevent Avista, when necessary from pruning or removing any trees which overhang the Franchise Area and may interfere with Avista's Facilities.

### **3.5 Right Of Excavation**

For the purpose of implementing the privileges granted under this Franchise, and after any required notification is made to the County, Avista is authorized to make any necessary excavations in, under and across the streets, alleys, roads, rights of way and public grounds within the Franchise Area. Such excavation shall be carried out with reasonable dispatch and with as little interference with or inconvenience to the public as may be feasible. Avista shall remove all debris stemming from excavation and construction. The Right-of-way surface shall be restored by Avista to its original state of improvement after excavation, in accordance with applicable County and Avista specifications.

### **3.6 Emergency Work**

In the event of an emergency requiring immediate action by Avista to protect the public health and safety or for the protection of its Facilities, or the property of the County or other persons in the Franchise Area, Avista may immediately proceed with excavation or other Right-of-way work, with concurrent notice to the County to the extent possible.

## **SECTION 4.0 RESERVATION OF COUNTY'S RIGHTS AND POWERS**

### **4.1 Reservation of Right**

The County, in granting this Franchise, does not waive any rights which it may now have or may subsequently acquire with respect to road rights-of-way or other property of County under this Franchise, and this Franchise shall not be construed to deprive the County of any such powers, rights or privileges which it now has or may hereafter acquire to regulate the use of and to control the County's roads, rights of way and other public property covered by this Franchise. Nothing in the terms of this Franchise shall be construed or deemed to prevent the County from exercising at any time any power of eminent domain granted to it under the laws of this State.

#### **4.2 Necessary Construction/Maintenance By County**

The construction, operation and maintenance of Avista's Facilities authorized by this Franchise shall not preclude the County, its agents or its contractors, from grading, excavating, or doing other necessary road work contiguous to Avista's Facilities, provided that Avista shall be given not less than ten business days' notice of said work, and provided further that the County, its agents and contractors shall be liable for any damages, including any consequential damages to third parties, caused by said work to any Facilities belonging to Avista.

#### **4.3 Expansion of Avista's Facilities.**

Facilities in the County's Franchise Area that are incidental to the Franchise Area, or that have been, or are at any future time acquired, newly constructed, leased, or utilized in any manner by Avista shall be subject to all provisions of this Franchise.

#### **4.4 Change of Boundaries of the County**

Any subsequent additions or modifications of the boundaries of the County, whether by annexation, consolidation, or otherwise, shall be subject to the provisions of this Franchise as to all such areas. The County shall notify Avista of the scope of any change of boundaries not less than thirty (30) days prior to such change becoming effective or in accordance with applicable state laws.

#### **4.5 Removal of Abandoned Facilities**

During the Term of this Franchise, or upon a revocation or non-renewal of this Franchise, the County may direct Avista to remove designated abandoned Facilities from the Franchise Area at its own expense and as soon as practicable, but only where such abandoned Facilities constitute a demonstrated threat to public health and safety. Avista shall not be required to remove, or pay for the removal of facilities it has previously abandoned to another franchisee, or utility under a joint use agreement, or Person granted permission to access Avista's facilities.

#### **4.6 Vacation of Properties by County**

If, at any time, the County shall vacate any road, right of way or other public property which is subject to rights granted by this Franchise, such vacation shall be subject to the reservation of a perpetual easement to Avista for the purpose of operating and maintaining Avista's Facilities on the affected property. The County shall, in its vacation procedure, reserve and grant said easement to Avista for Avista's Facilities and shall also expressly prohibit any use of the vacated properties which will interfere with Avista's full enjoyment and use of said easement.

#### **4.7 Pole Attachments by County**

County shall be permitted, upon reasonable notice to Avista to attach its traffic control fire and police communications signal cables to Avista's poles in the Franchise Area, provided that the County signs and meets all conditions of a Joint Use Master License Agreement ("Joint Use Agreement") with Avista. Per the Joint Use Agreement, Avista will not charge a pole rental fee for County's non-revenue producing pole attachments that are dedicated for the public's benefit. The All pole attachments by the County are at the County's own risk and must be attached in strict accordance with standard safety practices, codes and Avista specifications.

If there is not sufficient space available on Avista's structures such structures may be changed, altered, or rearranged at the expense of the County so as to provide proper clearance and capacity for County facilities. Such County facilities shall be subject to removal or repositioning by Avista to the extent necessary for utility worker safety and the proper construction, maintenance, operation or repair of Avista's Facilities and appurtenances. County assumes all responsibility for the installation and maintenance of County's facilities installed on Avista's Facilities.

## **SECTION 5.0 RELOCATION OR CONVERSION OF AVISTA'S FACILITIES**

### **5.1 Relocation of Facilities Requested by County**

Upon request of the County, Avista shall relocate its Facilities as necessary within the Franchise Area or other County-owned property as specifically designated by the County for such purpose. The County shall provide Avista reasonable notice of any intended or expected requirement or request to relocate Avista's Facilities, but not less than ninety (90) calendar days prior to any such relocation except in cases of emergency or not otherwise reasonably foreseeable by the County. The County shall use reasonable efforts to cause any such relocation to be consistent with any applicable long-term development plan(s) of the County. If, at any time, the County shall cause or require the alteration or the improvement of any road, right of way or other public property which is subject to rights granted by this Franchise within the Franchise Area, Avista shall, upon written notice from the County change the location or readjust the elevation of its system and other Facilities so that the same shall not interfere with such work and so that such equipment and Facilities shall conform to such new grades or routes as may be established.

In the event a relocation forces Avista off County's existing Public Right(s) of Way then the County shall make a reasonable effort to accommodate said relocation on alternative Right(s) of Way. If the County requires the subsequent relocation of any of Avista's Facilities within three (3) years from the date of relocation of such Facilities or installation of new Facilities, the County shall bear the entire cost of such subsequent relocation. Avista agrees to relocate all Facilities promptly within a reasonable time. Upon notice from the County, the parties agree to meet and determine a reasonable relocation time, which shall not exceed the time normally needed for construction projects of the nature of the County's relocation request unless otherwise mutually agreed.

Notwithstanding the above, Avista shall not be required to relocate facilities of other entities that were (i) granted access to Avista's Facilities through a Joint Use Agreement or (ii) abandoned to another franchisee. Such relocation of these types of facilities shall be in accordance with Section 5.2 below.

### **5.2 Relocation Of Facilities Requested By Third Parties**

County acknowledges that Avista is obligated to provide electric service and related line extension, relocation or conversion of Facilities for the benefit of its Customers and to require compensation for such services on a non-preferential basis in accordance with applicable Tariffs.

If Facilities are to be relocated at the request of or for the primary benefit of a third party, the County shall not require Avista to relocate its Facilities until such time as the third party has entered into an agreement to reimburse Avista for its reasonable costs of relocation.

### **5.3 Availability of Other Funds**

In the event federal, state or other funds are available in whole or in part for utility relocating purposes, the County agrees to use reasonable efforts to apply for such funds, provided such funds do not interfere with the County's right to obtain the same or similar funds, or otherwise create any expense or detriment to the County. The County may recover all costs, including internal costs, associated with obtaining such funds.

### **5.4 Temporary Relocation of Facilities Requested by Third Parties**

At the request of any Person holding a valid permit or other written permission from the County, and upon reasonable advance notice and payment by the permit holder of Avista's expenses of such temporary change, Avista will temporarily raise, lower or remove its Facilities as necessary to accommodate a permittee of the County desiring to move over-sized structures or equipment along or across the Right-of-Way in the Franchise Area.

### **5.5 Conversion of Electric Distribution Facilities**

County, subject to applicable laws, rules, regulations and tariffs, may request that Avista convert from above ground to below ground wires, for the distribution of electricity underground after joint review with Avista and mutual agreement that such installation is feasible, practical and required for the public interest and safety. The incremental cost of such conversion of existing Facilities shall be borne and paid by the County or other party requesting the same, subject to law and such rules, regulations, and Tariffs of the Commission. It is expressly agreed by both Parties that this Section 5.5 does not apply to any conversion of transmission (69KV or above) infrastructure.

## **SECTION 6.0 INDEMNITY**

### **6.1 Indemnification of County**

Avista agrees to defend and indemnify the County, its appointed and elected officers and employees or agents, from any and all liabilities, claims, causes of action, losses, damages and expenses, including costs and reasonable attorney's fees that the County may sustain, incur, become liable for, or be required to pay, as a consequence of or arising from or alleged to arise from or be related in any way to (1) the placement/location of Facilities under the terms of this Franchise, including but not limited to construction or maintenance activities/operations performed by Avista or on Avista's behalf under the terms of this Franchise or (2) the negligent acts or omissions of Avista, its officers, employees or agents in connection with Avista's obligations under this Franchise; provided, however, that this indemnification provision shall not apply to the extent that said liabilities, claims, damages and losses were caused by or result from the negligence of the County, its elected officers and employees or agents.

## **6.2 Indemnification of Avista**

To the extent permitted by law, County agrees to defend and indemnify Avista, its officers and employees, from any and all liabilities, claims, causes of action, losses, damages and expenses, including costs and reasonable attorneys fees, that Avista may sustain, incur, become liable for, or be required to pay, as a consequence of or arising from the negligent acts or omissions of the County, its appointed and elected officers and employees or agents in connection with County's obligations under this Franchise; provided, however, that this indemnification provision shall not apply to the extent that said liabilities, claims, damages, losses and so forth were caused by or result from the negligence of Avista, its employees or agents.

## **SECTION 7.0 FRANCHISE DISPUTE RESOLUTION**

### **7.1 Non-waiver**

Failure of a Party to declare any breach or default of this Franchise immediately upon the occurrence thereof, or delay in taking any action in connection therewith, shall not waive such breach or default, but the Party shall have the right to declare any such breach or default at any time. Failure of a Party to declare one breach or default does not act as a waiver of the Party's right to declare another breach or default. In addition, the pursuit of any right or remedy by the County shall not prevent the County from thereafter declaring a revocation and forfeiture for breach of the conditions of the Franchise.

### **7.2 Dispute Resolution by the Parties**

Disputes regarding the interpretation or execution of the terms of this Franchise that cannot be resolved by Department counterparts representing the Parties, shall be submitted to the County's Attorney and an attorney representing Avista for resolution. If a mutually satisfactory or timely resolution cannot then be reached by the above process, prior to resorting to a court of competent jurisdiction, the Parties shall submit the dispute to a non-binding alternate dispute resolution process agreed to by the Parties.

### **7.3 Right of Enforcement**

No provision of this Franchise shall be deemed to bar the right of the County or Avista to seek judicial relief from a violation of any provision of the Franchise to recover monetary damages for such violations by the other party or to seek enforcement of the other Party's obligations under this Franchise by means of specific performance, injunctive relief or any other remedy at law or in equity pursuant to Section 7.4. Any litigation between the County and Avista arising under or regarding this Franchise shall occur, if in the state courts, in a court of competent jurisdiction, and if in the federal courts, in the United States District Court for the Eastern District of Washington.

### **7.4 Attorneys' Fees and Costs**

Each Party shall pay for its own attorneys' fees and costs incurred in any dispute resolution process or legal action arising out of the existence of this Franchise.

## **SECTION 8.0 GENERAL PROVISIONS**

### **8.1 Franchise As Contract, No Third Party Beneficiaries**

This Franchise is a contract between the Parties and binds and benefits the Parties and their respective successors and assigns. This Franchise does not and is not intended to confer any rights or remedies upon any persons, entities or beneficiaries other than the Parties.

### **8.2 Force Majeure**

In the event that Avista is delayed in or prevented from the performance of any of its obligations under the Franchise by circumstances beyond Avista's control (Force Majeure) including, without limitation, third party labor disputes, fire, explosion, flood, earthquake, power outage, acts of God, war or other hostilities and civil commotion, then Avista's performance shall be excused during the period of the Force majeure occurrence. Avista will use all commercially reasonable efforts to minimize the period of the disability due to the occurrence. Upon removal or termination of the occurrence Avista will promptly resume performance of the affected Franchise obligations in an orderly and expeditious manner.

### **8.3 Prior Franchises Superseded**

As of the Effective Date this Franchise shall supersede all prior electric franchises for the Franchise Area previously granted to Avista or its predecessors by County, and shall affirm, authorize and ratify all prior installations authorized by permits or other action not previously covered by franchise. Termination of the prior Franchise shall not, however, relieve the Parties from any obligations which accrued under said Franchise prior to its termination, including but not limited to, any outstanding indemnity, reimbursement or administrative fee payment obligations.

### **8.4 Severability**

The Franchise is granted pursuant to the laws of the State of Washington relating to the granting of such rights and privileges by County. If any article, section, sentence, clause, or phrase of this Franchise is for any reason held illegal, invalid, or unconstitutional, such invalidity shall not affect the validity of the Franchise or any of the remaining portions. The invalidity of any portion of this Franchise shall not abate, reduce, or otherwise affect any obligation required of Avista.

### **8.5 Changes or Amendments**

Changes or amendments to this Franchise shall not be effective until lawfully adopted by the County and agreed to by Avista.

### **8.6 Supremacy and Governing Law**

This Agreement shall be interpreted, construed and enforced in all respects in accordance with the laws of the State of Washington. In the event of any conflict between this Franchise and any County ordinance, regulation or permit, the provisions of this Franchise shall control. In the event of a conflict between the provisions of this Franchise and Avista's applicable Tariff on file with the Commission, the Tariff shall control.

#### **8.7 Headings**

The headings or titles in this Franchise are for the purpose of reference only and shall not in any way affect the interpretation or construction of this Franchise.

#### **8.8 Acceptance of Franchise.**

Avista shall, within 30 days after passage of this Ordinance, file with the County Auditor, its acceptance of the terms and conditions of this Franchise.

#### **8.9 Abandonment or Suspension of Franchise Rights and Obligations**

Avista may at any time abandon the rights and authorities granted hereunder, provided that six (6) months' written notice of intention to abandon is given to County. In addition, pursuant to Section 8.6 and in the event a conflict exists between the terms of this Franchise and Avista's Tariff with the Commission that cannot be resolved, Avista may suspend or abandon the rights and obligations of this Franchise upon reasonable notice to the County.

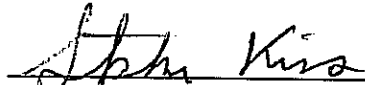
#### **8.10 Franchise Effective Date**

The Effective Date of this Franchise shall be April 1, 2015, 2015, after passage, approval and legal publication of this ordinance as provided by law, and provided that it has been duly accepted by Avista as specified above.

**County's Language Attesting to Approval and Passage of the Ordinance**

PASSED by the Pend Oreille County Board of Commissioners on  
February 3, 2015

APPROVED



STEPHEN KISS

Chair, Board of County Commissioners

ATTEST:



ELIZABETH BRAUN

Clerk of the Board of Commissioners

Approved as to form:



DOLLY HUNT

33613  
Pend Oreille County Prosecuting Attorney

Date of Publication: January 14 and January 21, 2015

**Letter of Acceptance by Avista**

HONORABLE BOARD OF COUNTY COMMISSIONERS  
COUNTY OF PEND OREILLE, WASHINGTON

IN RE: County of Pend Oreille Ordinance No. 2015-01

**"Granting a Franchise to Avista Corporation for the Construction,  
Operation and Maintenance of Facilities For The Transmission, Control  
And Distribution Of Electricity Within The County."**

Avista Corporation dba Avista Utilities, for itself, its successors and assigns, hereby accepts the terms and conditions of the Franchise Agreement contained in the subject Ordinance and files this written acceptance with the County of Pend Oreille. This acceptance is executed on March 6, 2015

Avista Corporation dba Avista Utilities

By: Dennis Vermillion  
Dennis Vermillion  
President, Avista Utilities

**Copy Received for the County of Pend Oreille**

On: March 11, 2015

By: Elizabeth Braun, Clerk.

County Representative - Name

**NOTICE OF PUBLIC HEARING ON  
PROPOSED FRANCHISE ORDINANCE NO. \_\_\_\_\_**

Ordinance No. \_\_\_\_\_ will grant Avista Corporation dba Avista Utilities a non-exclusive public utility franchise to locate, construct, install, own, maintain, repair, reconstruct, operate and use facilities within the County's public right of way [the Franchise Area] for the purposes of the transmission, control and distribution of electricity within the County for a term of 25 years. Avista agrees to meet accepted industry standards and conform with applicable federal and state laws, as well as the regulations of the appropriate state regulatory body with jurisdiction, in the conduct of its operations under the Franchise. The County reserves the right to make reasonable rules and regulations pertaining to the conduct of Avista's operations within the Franchise Area. Avista must not interfere with any existing facilities of other utilities. Avista is authorized to make necessary excavations within the Franchise Area; excavations must be carried out with reasonable dispatch, and the area restored, with as little interference to the public as may be reasonable. Avista must relocate its facilities in the franchise area at the County's request. Avista may operate a vegetation management program in connection with franchised activities. Provisions are made for informal dispute resolution.

A public hearing will be held before the Pend Oreille Board of County Commissioners on February 3, 2015 at 9:30am in the County Commissioners Chambers. A copy of the proposed Ordinance is available from the Pend Oreille County Commissioners during regular business hours.