

CITY OF DEER PARK, WASHINGTON
ORDINANCE NO. 2011-906

AN ORDINANCE GRANTING AVISTA CORPORATION, d/b/a AVISTA UTILITIES, A WASHINGTON CORPORATION, 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 CITY; CONTAINING A SEVERABILITY CLAUSE; AND SETTING AN EFFECTIVE DATE.

Avista Corporation dba Avista Utilities ("Avista"), a Washington Corporation, has filed with the City of Deer Park, State of Washington (the "City") 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 City's rights of way and public property in the City for the purposes of the transmission, control and distribution of electricity within the City; and the City has determined it is in the interest of persons and businesses in this jurisdiction to have access to Avista's services; now therefore,

THE CITY COUNCIL OF THE CITY OF DEER PARK, WASHINGTON DO ORDAIN AS FOLLOWS:

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.

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

1.2 City. "City" means the City of Deer Park, a municipal corporation of the State of Washington, and its respective successors and assigns.

1.3 Commission. "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.

1.4 Days. "Days" means business days.

1.5 Effective Date. "Effective Date" means June 19, 2011, the date 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.

1.6 Facilities. "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.

1.7 Franchise. "Franchise" means the grant by the City of rights, privileges and authority embodied in this Ordinance.

1.8 Franchise Area. "Franchise Area" means the surface and space above and below all rights-of-way for:

- (i) public roads, streets, avenues, alleys, bridges, tunnels, easements, and highways of the City, as now laid out, platted, dedicated, acquired or improved within the present corporate limits of the City;
- (ii) 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 City and as such limits may be extended by annexation or otherwise during the term of this Franchise;
- (iii) all City-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
- (iv) any other specifically designated City-owned property.

1.9 Maintenance, maintaining, or maintain. The definition of the terms "Maintenance, maintaining, or maintain" includes, without limit, repairing, replacing, upgrading, examining, testing, inspecting, and removing Avista Facilities, vegetation management, digging and excavating, and restoration of affected Right-of-way surfaces.

1.10 Parties. "Parties" means City and Avista collectively.

1.11 Party. "Party" means either City or Avista individually.

1.12 Person. "Person" means a business entity or natural person.

1.13 Public Project. "Public Project" means any City or other government-funded capital improvement project on the Right-of-ways or City property within the Franchise Area.

1.14 Right-of-way. "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 City within its corporate limits.

1.15 State. "State" means the State of Washington.

1.16 Tariff. "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.

SECTION 2.0 GRANT OF FRANCHISE

City 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.

2.1 Effective Date

This Ordinance will be effective as of the date set forth in Section 8.9 of this Franchise.

2.2 Term

The rights, privileges and Franchise granted to Avista will extend for a term of 15 years from the Effective Date.

2.3 Non-Exclusive Franchise

This Franchise is not an exclusive Franchise. This Franchise shall not prohibit the City from granting other franchises within the Franchise Area that do not interfere with Facilities constructed in the Franchise Area by Avista under this Franchise. City 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.

2.4 City Not to Compete With Avista

In consideration of Avista's undertaking pursuant to this Franchise, the City agrees not 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.

2.5 Assignment Of Franchise

Avista shall have the right to assign its rights, benefits and privileges under this Franchise to a successor entity of Avista in the event Avista no longer provides electricity services to the City. Any assignee shall, within thirty (30) days of the date of any assignment, file written notice of the assignment with the City 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 City, to mortgage or hypothecate its rights, benefits and privileges in and under this Franchise as security for indebtedness.

2.6 Franchise Taxes, Fees and Costs

Avista shall pay all permitting, license fees, costs and/or utility privilege taxes which it might be required to pay in connection with the issuance, maintenance, existence, continuation, or use of this Franchise, to the extent permitted by State law or City ordinance now in effect or enacted during the term of this Franchise. The City reserves the right to designate the time and manner of payment of such fees, costs or taxes owed by Avista in connection with this Franchise. To the extent that any Franchise fees, taxes or other costs are imposed on Avista, City shall impose equivalent charges, fees, taxes or costs upon any other franchisee in a comparable business or otherwise competing with Avista.

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 which may be subsequently enacted by any go-

vernmental entity with jurisdiction over Avista's operations within the Franchise Area. The City 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 City of any new rule, procedure or policy affecting Avista's operations under the Franchise, the City 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 City 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 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, provided that, all new construction or installation of Facilities shall comply with the provisions of paragraph 5.5 herein. 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 construction and maintenance of other utilities, drains, drainage and irrigation ditches and structures, and City-owned property within the Franchise Area.

3.3 Facility Location Information

Avista shall provide the City, upon the City's reasonable request, Facility location information in electronic or hard copy showing the location of its Facilities at specific locations within the Franchise 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 City, 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 and with the approval of the record owner of the property on which they may be located, from pruning or removing any trees which overhang the Franchise Area and may interfere with Avista's Facilities. Pursuant to Section 6.1 of this Franchise, Avista will indemnify, defend, and hold harmless City from Avista's activities conducted pursuant to this Section 3.4.

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 City, Avista is authorized to make any necessary excavations in, under and across the streets, alleys, roads, Right of ways and public grounds within the Franchise Area.

3.6 Excavation, Construction, or Maintenance Work

Except in the case of emergency, prior to commencing any excavation, construction, or maintenance work in the Franchise Area, Avista shall notify the City of the intended work by a means acceptable to both parties. Upon the City's reasonable request, Avista shall supply additional information, plans and/or specifications as are in the City's opinion necessary to protect the public health and safety during the excavation, construction, or maintenance work and for the remaining terms of this Franchise. All excavation, construction, or maintenance work shall be performed in conformity with Washington State Department of Transportation ("WSDOT") regulations and any other applicable federal, state, and local laws and standards, except in instances in which deviation may be allowed due to unforeseen conditions and/or circumstances.

3.7 Permit Required

Avista shall only commence excavation work upon the issuance of applicable permits by the City, which permits shall not be unreasonably withheld or delayed. However, in the event of an emergency requiring immediate action by Avista for the protection of its Facilities, the City's property, or other persons or property, Avista may proceed without first obtaining the normally required permits. In the event of such an emergency requiring immediate action, Avista shall: (i) take all necessary and prudent steps to protect, support, and keep safe from harm its Facilities, or any part thereof, the City's property, or other persons or property, and to protect the public health and safety; and (ii) as soon as possible thereafter, obtain the required permits and comply with any mitigation requirements or other conditions in the after-the-fact permit.

3.8 Workman-like Completion

Any excavation work performed in the Franchise Area shall be carried out with reasonable dispatch, in a workmanlike manner, and with as little interference with or inconvenience to the rights of the public as may be feasible.

3.9 Restoration of Franchise Area

Upon completion of any phase of an excavation project within the Franchise Area, Avista shall, without delay, and at Avista's sole expense, remove all debris and restore the surface of the Franchise Area as nearly as possible to as good or better condition as it was in before the work began. Avista shall replace any property corner monuments, survey references, or hubs that were disturbed, damaged, or destroyed during Avista's work in the Franchise Area. Such restoration shall be done in a manner consistent with applicable codes and laws, under the supervision of the City, and to the City's satisfaction and specifications.

3.10 Compliance with Rules and Regulations

Avista shall comply with all ordinances, rules, regulations, and/or policies now or hereafter adopted by the City regarding excavations in the Franchise Area and the Facilities contained therein, which rules and regulations may include a requirement to underground all newly constructed or relocated Facilities..

SECTION 4.0 RESERVATION OF CITY'S RIGHTS AND POWERS

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

4.1 Necessary Construction/Maintenance By City

The construction, operation and maintenance of Avista's Facilities authorized by this Franchise shall not preclude the City, its agents or its contractors, from grading, excavating, doing other necessary work contiguous to Avista's Facilities in the Franchise Area, or otherwise using the Franchise Area in a manner that is not in conflict with Avista's Facilities, provided, that Avista shall be given ten business days notice of any work to be performed in the Franchise Area. Pursuant to Section 6.2 of this Franchise, the City will indemnify, defend, and hold harmless Avista from the City's activities conducted pursuant to this Section 4.1.

4.2 Emergency Removal By City

The City reserves the right to remove any portion of Avista's Facilities in case of general conflagration, severe storm damage or in other cases of extreme emergency where there is neither the time nor the opportunity for Avista to perform such work. City shall use reasonable care in the exercise of such emergency powers. Pursuant to Section 6.2 of this Franchise, the City will indemnify, defend, and hold harmless Avista from the City's activities conducted pursuant to this Section 4.2.

4.3 Removal Of Abandoned Facilities

During the Term of this Franchise, or upon a revocation or non-renewal of this Franchise, the City 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. If it becomes necessary for the City to remove the designated Facilities the City shall be paid the reasonable and actual costs of removal by Avista. Avista shall not be required to remove, or pay for the removal of Facilities it has, with prior City approval, previously abandoned to: another franchisee, another utility under a joint use agreement, or another person.

4.4 Vacation Of Properties By City

If, at any time, the City shall vacate any Right of way or other public property which is subject to rights granted by this Franchise, and within which Avista has located Facilities, 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 City 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.

4.5 Utility Pole Attachments by City

City shall be permitted, upon reasonable notice to Avista and without charge by Avista, to attach its traffic control, street lighting, seasonal decorative banners, fire and police communications equipment to Avista's poles in the Franchise Area, but at the City's own risk and only in 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 City so as to provide proper clearance and capacity for City facilities. Such City 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. City assumes all responsibility for the installation and maintenance of City's facilities installed on Avista's Facilities.

SECTION 5.0 RELOCATION OR CONVERSION OF AVISTA'S FACILITIES

City 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.

5.1 Public Project Construction

Whenever the City causes the construction of any Public Project and/or the alteration or improvement of any road, highway or Right-of-way within the Franchise Area, and such construction necessitates the relocation of Avista's Facilities from their existing location to another location within the Franchise Area, such relocation will be at no cost to the City. The City shall notify Avista of any intended or expected requirement or request to relocate Avista's Facilities as early as practicable, but not less than 180 days prior to any such relocation. After receipt of such notice, Avista shall complete relocation of its Facilities at least ten days prior to commencement of the project or an agreed upon date by both parties. If any relocation to accommodate the City forces Avista off of a Right-of-way then City will make a reasonable effort to accommodate said relocation on alternative public Right-of-way.

5.2 Public Project Related Relocation Costs

The City shall have no responsibility for the costs of the relocations described in Section 5.1 unless City has failed to provide the required advanced notice, then any and all reasonable excess costs caused by the failure to provide such notice shall be paid by the City. If the City requires the subsequent relocation of any Avista Facilities previously relocated per Section 5.1, due to a Public Project within five years from the date of the initial relocation, the City shall bear the entire cost of such subsequent relocation.

5.3 Relocation Of Facilities Requested By Third Parties

If Avista's Facilities within the Franchise Area are to be relocated at the request of or for the primary benefit of a third party (including compliance by such party with any condition or requirement associated with approvals or permits to be obtained pursuant to any zoning, land use, construction or other development regulation), the City shall not require Avista to relocate its Facilities until such time as the third party has entered into an agreement with Avista for the up-front reimbursement of Facility relocation costs, as specified by applicable tariffs.

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 City, 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 City desiring to move over-sized structures or equipment along or across the Right-of-Way in the Franchise Area.

5.5 Undergrounding of Electric Facilities

City, subject to applicable laws, rules, regulations and tariffs, may direct Avista to install (or relocate from above ground to below ground) wires, for the distribution of electricity underground, after a finding by City, with Avista's concurrence, that such installation is feasible, practical and required for the public interest, safety and convenience. The incremental cost of such installation or relocation of existing Facilities to provide for underground service over conventional overhead practice shall be borne and paid by the City or other party requesting the same, subject to law and such rules, regulations, and Tariffs of the Commission.

5.6 Availability of Other Funds

In the event federal, state or other funds are available in whole or in part for utility relocating and underground conversion purposes related to a Public Project, the City shall apply for such funds and Avista will be reimbursed to the extent any such funds are actually obtained.

SECTION 6.0 INDEMNITY

6.1 Indemnification of City

Avista agrees to defend and indemnify the City, its appointed and elected officers and employees, from any and all liabilities, claims, causes of action, losses, damages and expenses, including costs and reasonable attorneys fees, that the City may sustain, incur, become liable for, or be required to pay, as a consequence of or arising from the construction, installation, maintenance, condition or operation of Avista's Facilities in the Franchise Area; 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 City, its employees or agents.

6.2 Indemnification of Avista

To the extent permitted by law, City 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 City, its officers, employees or agents in connection with City'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 City shall not prevent the City from thereafter declaring a revocation and forfeiture for breach of the conditions of the Franchise.

7.2 Revocation and Forfeiture of Franchise

If Avista shall willfully violate or fail to comply with any of the provisions of this Franchise through willful and unreasonable neglect or willful and unreasonable failure to heed or comply with any notice given Avista under the provisions of this grant, this Franchise may be revoked by the City and Avista shall forfeit all rights conferred under the Franchise; provided, however, the City shall give 90-days' written notice of its intention to revoke the Franchise during which period Avista shall have the opportunity to remedy any breach.

7.3 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 City's Attorney and an attorney representing Avista for resolution. If a mutually satisfactory or timely resolution cannot then be reached by the above process, then either Party may file suit in the court of competent jurisdiction set forth in paragraph 7.4 below..

7.4 Right of Enforcement

No provision of this Franchise shall be deemed to bar the right of the City 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. Any litigation between the City and Avista arising under or regarding this Franchise shall occur in Spokane County Superior Court.

7.5 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 City, 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 City. 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 City 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 City 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 City Clerk, its acceptance of the terms and conditions of this Franchise.

8.9 Franchise Effective Date

The Effective Date of this Franchise shall be June 19, 2011, after passage, approval and legal publication of a summary of this ordinance consisting of the title, and provided that it has been duly accepted by Avista as specified above.

[END OF TEMPLATE]

Approval and Acceptance By City:

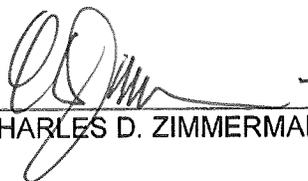
APPROVED:


MAYOR ROBERT WHISMAN

ATTEST/AUTHENTICATED:


DEBY CRAGUN, CITY CLERK

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY

BY: 
CHARLES D. ZIMMERMAN

FILED WITH THE CITY CLERK	:	<u>May 16, 2011</u>
FIRST READING DATE	:	<u>May 18, 2011</u>
SECOND READING DATE	:	<u>June 1, 2011</u>
THIRD READING DATE	:	<u>Waived</u>
PASSED BY THE CITY COUNCIL	:	<u>June 1, 2011</u>
PUBLISHED	:	<u>June 3, 2011</u>
EFFECTIVE DATE	:	<u>June 10, 2011</u>
ORDINANCE NO.	:	<u>2011-906</u>

Letter of Acceptance by Avista

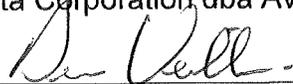
HONORABLE MAYOR AND CITY COUNCIL
CITY OF DEER PARK , COUNTY OF SPOKANE, WASHINGTON

IN RE: City of Deer Park, Ordinance No. 2011-906

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

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 City of Deer Park. This acceptance is executed on 5/14, 2011.

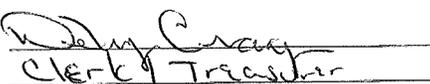
Avista Corporation dba Avista Utilities

By: 

Dennis Vermillion
President, Avista Utilities

Copy Received for the City of Deer Park

On: 18 May 2011

By: 
Clerk of Treasurer
City Representative - Name

SUMMARY OF ORDINANCE NO. 2011-906
of the City of Deer Park, Washington

On the 1 day of June, 2011, the City Council of the City of Deer Park, Washington, passed Ordinance No. 2011-906. A summary of the content of said Ordinance, consisting of the title, provides as follows:

AN ORDINANCE GRANTING AVISTA CORPORATION, d/b/a AVISTA UTILITIES, A WASHINGTON CORPORATION, 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 CITY; CONTAINING A SEVERABILITY CLAUSE; AND SETTING AN EFFECTIVE DATE.

The full text of this Ordinance will be mailed upon request.

DATED this 2 day of June, 2011.

Deby Cragun
DEBY CRAGUN, CITY CLERK/TREASURER

SUMMARY OF ORDINANCE NO. 2011-906
of the City of Deer Park, Washington

On the ____ day of _____, 2011, the City Council of the City of Deer Park, Washington, passed Ordinance No. 2011-906. A summary of the content of said ordinance, consisting of the title, provides as follows:

AN ORDINANCE GRANTING AVISTA CORPORATION, d/b/a AVISTA UTILITIES, A WASHINGTON CORPORATION, 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 CITY; CONTAINING A SEVERABILITY CLAUSE; AND SETTING AN EFFECTIVE DATE.

The full text of this Ordinance will be mailed upon request.

DATED this ____ day of _____, 2011.

CITY CLERK-TREASURER, DEBY CRAGUN