

ORDINANCE NO. 109

AN ORDINANCE GRANTING TO THE PUGET SOUND POWER AND LIGHT COMPANY, ITS SUCCESSORS AND ASSIGNS, THE RIGHT, PRIVILEGE AUTHORITY AND FRANCHISE TO CONSTRUCT AND ERECT POLES AND CROSS ARMS AND STRETCH WIRES THEREON AND THEREEVOER, IN, OVER, UPON AND ALONG ALL OF THE STREETS, ALLEYS AND PUBLIC PLACES IN THE TOWN OF GRANITE FALLS, AND TO MAINTAIN AND OPERATE THE SAME, FOR THE TRANSMISSION, DISTRIBUTION AND SALE OF ELECTRIC ENERGY FOR LIGHTING, HEATING AND POWER PURPOSES.

BE IT ORDAINED by the Council of the Town of Granite Falls, Washington, as follows:

Section 1: That there be and hereby is granted to the Puget Sound Power and Light Company, a Massachusetts corporation, hereinafter called the Grantee, and to its successors and assigns for the term hereinafter specified the right, privilege and authority to construct, maintain and operate transmission and distribution lines for transmitting and distributing electric power energy for power, light, heat and all other purposes and uses upon, over, across and along the roads, streets, alleys and public places in the town of Granite Falls, and in connection therewith the right, privilege and authority during said term of years upon said streets, avenues, alleys and public places to construct, maintain and use poles with or without crossarms, together with such appurtenances as may be convenient or necessary, for the support of wires and to attach to said poles and crossarms and stretch such wires from pole to pole, and to the premises of patrons, and to use such poles, crossarms, wires, and other appurtenances for the use of said grantee, or its assigns, for the transmission and distribution and sale of electric current for power, lighting, heating and any other purpose, with the right to make just and reasonable charges for all power transmitted, distributed or sold.

And the privilege, right and authority, is hereby granted for the said term of years to maintain and repair such transmission and distribution lines, including the poles, wires and other appurtenance constituting the same.

Section 2: All poles, erected in said streets, alleys and public places and all crossarms, wires and appurtenances

placed thereon shall be constructed and maintained in accordance with the laws of the State of Washington regulating such construction and in accordance with the rules and regulations governing and regulating such construction which may be hereafter lawfully promulgated by the Director of Labor and Industries of the State of Washington. Whenever it shall be necessary in the erection, repair or substitution of any such poles or other apparatus to make any excavation in any street, alley or public place, said grantee, its successors and assigns, shall without delay restore the surface of such street, alley or public place as nearly as practicable to the same condition as it was before the doing of such work.

Section 3: The said grantee, its successors and assigns, shall indemnify the Town against all damages, if any, that may result by reason of the construction, operation and maintenance of said poles and wires, and the said grantee, its successors and assigns, shall pay all damages, for which it they or the Town of Granite Falls, shall be held liable, resulting to person or persons, association or corporation, or property of any kind, by reason of the construction, operation and maintenance of said pole lines and wires, and the said grantee, its successors and assigns, shall hold said Town of Granite Falls harmless for any and all such claims from any such damage. Provided, however, that in case any claim is filed with the Council of the Town of Granite Falls, or any suit or action is instituted against said Town by reason of any such damage or injury, the Council shall cause written notice thereof to be given said grantee, and the said grantee shall have the right to defend any such suit or action.

Section 4: That whenever any person shall have obtained permission of the Town of Granite Falls to use any street of said town for the purpose of moving any building, the grantee, its successors and assigns, upon forty-eight hours written notice from the Mayor of said town, shall raise or remove any of its or their wires which may obstruct the removal of such building, provided that the moving of such building shall be done at such reasonable hour and in such reasonable manner as shall cause least interference with the business of said grantee, its successors and assigns, and where more than one street is available for the moving of any such building, the building shall be moved on such street as shall cause least interference with the lines of said grantee, its successors and assigns.

Section 5: If the said grantee, its successors and assigns shall violate or fail to comply with any of the terms, provisions or conditions of this franchise upon its

or their part for thirty days after notice from the Council of the Town of Granite Falls then said Council shall have the right to declare this franchise null and void and of no further force or effect whatsoever. The grantee, its successors and assigns shall have the right to surrender this franchise in whole or in part at any time during the term thereof, and such surrender shall relieve said grantee, its successors or assigns of any of the duties or obligations imposed by said franchise; provided that in the event of such surrender, the grantee, its successors or assigns shall immediately remove all poles and wires which shall have been constructed or erected upon any roads or highways covered by that portion of the franchise so surrendered, and shall leave such roads and highways in as good condition as they were before such poles were erected.

Section 6: This franchise is granted upon the further express conditions, that it shall not be deemed or held to be an exclusive franchise, and shall not in any manner prohibit the town of Granite Falls from granting other and further franchises over, upon and along any of said roads and public highways, of any kind or character that they may deem proper, and this franchise shall in no way prohibit or prevent the Town of Granite Falls from using the said roads or affect their jurisdiction over them or any part of the same, with the full power to make all necessary repairs or changes in the same.

Section 7: That the right, authority and franchise hereby granted shall continue and be in force from the date of the taking effect of this ordinance to the 31st day of December, A.D. Nineteen Hundred Seventy-two (1972). In order to claim the benefit of this ordinance, said grantee, its successors and assigns, shall, within thirty (30) days after the taking effect of this ordinance, file with the Town Clerk of the Town of Granite Falls, its or their acceptance of this ordinance, subject to the terms and provisions herein stated and unless such written acceptance be so filed this ordinance shall cease to be operative.

In consideration of the granting of the within franchise grantee agrees to furnish current for the lighting of the Town Hall of Granite Falls to the extent of two kilowatts capacity.

Passed the Council of the Town of Granite Falls, the 20th day of November, 1922, and approved by me the 20th day of November, 1922.

U. G. HALL, Mayor

ATTEST:

H. E. JEWELL, Clerk