

PUBLIC UTILITY DISTRICT NO. 1 OF ASOTIN COUNTY

In the matter of the application of the Public)
Utility District No. 1 of Asotin County for a)
franchise to construct, operate and maintain)
a water distribution system and wastewater)
collection system in, over, along, and under)
county roads, highways and other county)
property in Asotin County, Washington.)

FRANCHISE

Application of the PUBLIC UTILITY DISTRICT NO. 1 OF ASOTIN COUNTY, a corporation doing business in Washington, at Clarkston, for a franchise to construct, operate and maintain a water distribution and wastewater collection system in, over, along and under County Roads, highways and other County property in Asotin County, Washington, as hereinafter set forth, having come in regularly for hearing before the County Commissioners of Asotin County, Washington, on the 27th day of November, 2023, at the hour of 9:15 0'clock a.m., under the provisions of RCW 36.55.040, and it appearing to the Board that notice of said hearing has been duly given as required by law, and that it is the public interest to grant the franchise herein granted.

NOW THEREFORE,

BE IT ORDERED, that a franchise be and the same is hereby given and granted to PUBLIC UTILITY DISTRICT NO. 1 OF ASOTIN COUNTY, doing business in the state of Washington at Clarkston, its successors and assigns hereinafter referred to as the Grantee, for a period of twenty-five (25) years from and after the date of the entry of this order, to construct, operate and maintain a water distribution and wastewater collection system in, over, along and under the following described public County roads and County property in Asotin County, Washington, to-wit:

All those public County roads and County property herein located in Asotin County, Washington.

This franchise is granted upon the following express terms and conditions, to-wit:

That a franchise be and the same is hereby given and granted to Public Utility District No. 1 Of Asotin County, Washington doing business in Asotin County, State of Washington, its successors and assigns for a period of twenty-five years from and after December 4, 2023 to construct, operate and maintain a water distribution system and wastewater collection system in, over, along and under public streets, alleys and other public property located within Asotin County, Washington.

I.

Public Utility District No. 1 of Asotin County, Washington, its successors and assigns (hereinafter designated as the "District") shall have the right and authority to enter upon the County roads, rights of way and other County property for the purpose of constructing and installing its water distribution system and wastewater collection system, and all necessary facilities connected therewith (hereinafter referred to as the "utility systems") and for the repairing, operating, maintaining, removing and replacing all or any portion of its utility systems.

II.

All plans for construction and installation work where crossing County roads, rights of way or other County property outside of the corporate limits of any incorporated town, shall be submitted for approval of the County Engineer prior to initiation of construction/installation activities. No construction or installation shall be commenced on a County road, rights of way or other County property without the District first securing a written permit from the County Engineer including approval endorsed on one set of plans and specifications returned to the District (if applicable). All plans shall show the position, depth and location of all lines and facilities sought to be constructed, laid, installed or erected at that time, showing the relative position to existing County roads, rights of way or other County property. The plans and specifications shall specify the class and type of backfill material and equipment to be used, manner of excavation, construction, installation, backfill, erection of temporary structures, erection of permanent structures, traffic control, traffic turnouts and road obstructions, etc. As an alternative, if applicable, information required as stated on the plans and specifications can be transmitted on the permit.

III.

In any work which requires breaking of the surface of the County streets, roads, alleys, rights of way or other County property subject to this franchise for the purpose of laying, relaying, connections, disconnection and repairing the said utility systems, and making connections between the same to structures and buildings of consumers or making connections to other facilities of the District now in existence or hereafter constructed, the District shall be governed by and conform to the general rules and applicable County ordinances now existing or hereafter adopted by the officers charged with supervision and care of such County streets, roads, alleys, rights of way and other County property. The District at its own expense and with all convenience speed shall complete the work for which the surface has been broken and forthwith replace the work and make good in accordance with the methods specified by the County Engineer. Provided, however, that in cases of emergency arising after office hours when an immediate excavation may be necessary for protection of private or public property the same shall be reported to the County Sheriff. The County Commissioners upon notice to the District may at any time order or have done any and all work that they consider necessary to restore to a safe condition any such County road, right of way or other County property left by the District or its agents in a condition dangerous to life and/or property.

IV.

All utility system lines and facilities constructed, operated and maintained across County road, rights of way or other County property as covered by this franchise shall be constructed, operated and maintained in compliance with the Standards of The American Water Works, Association National Electric Safety Code and Chapter 296-44 of the Washington Administrative Code. All construction or installation of such lines and facilities, service repair or relocation of the same,

performed along or under the County streets, rights of way or other County property subject to this franchise shall be done in such a manner as not to interfere with the construction and maintenance of other utilities, public or private, drain, drainage ditches and structures, irrigation ditches and structures located therein, nor with the grading or improvement of such County streets, rights of way or other County property. All utilities, public or private, actually installed in such County streets, rights of way or other County property prior in time to the installation of the lines and facilities of the District shall have preference as to the positioning and location of such utilities so installed with respect to the District. Such preference shall continue in the event of the necessity of relocation or changing the grade of any such County street or right of way.

V.

All work done under this franchise shall be done in a thorough and workmanlike manner. In the laying of utility system lines and the construction of other facilities and the opening of trenches, the tunneling under County roads, rights of way and other County property, the District shall leave the trenches, ditches and tunnels in such a way as to interfere as little as possible with public travel and shall take all due and necessary precautions to guard the same so that damage or injury shall not occur or arise by reason of such work; and where any such trenches, ditches or tunnels are left open at night, the District shall place all necessary warning lights and barricades at such a position as to give adequate warning to such work. In all cases, placement and involvement in traffic control by the District shall be in accordance with the current manual on Uniform Traffic Control Devices or as amended. The District shall be liable for any injury to person or persons or damage to property sustained through its carelessness or neglect, or through any failure to properly guard or give warning of any trenches, ditches or tunnels dug by the District.

VI.

The County in granting this franchise does not waive any rights which it now has or may hereafter acquire with respect to County roads, rights of way or other County property and this franchise shall not be construed as to deprive the County of any powers, rights or privileges which it now has or may hereafter acquire to regulate the use of and to control the County roads, streets, alleys, rights of way or other County property covered by this franchise.

VII.

If, at any time, the County shall improve or change any County road, right of way or other County property subject to this franchise by grading or regrading, or paving the same, changes of grade, altering, changing, repairing or relocating the same or by constructing drainage facilities, the District upon written notice from the County Engineer shall, at its sole expense, with all convenient speed change the location or readjust the elevation of its utility systems and other facilities so that the same shall not interfere with such County work and so that such lines and facilities shall conform to such new grades or routes as may be established.

VIII.

The laying, construction, operation and maintenance of the District's utility systems authorized by this franchise shall not preclude the County, its agents, or its contractors from blasting, grading, excavating, or doing other necessary roadwork contiguous to the said lines and facilities of the District, providing that the District shall be given not less than fifteen (15) days written notice of said blasting or other work in order that the District may protect its lines and facilities; provided

further, that in the event of an emergency as determined by the County Engineer, the District shall be given forty-eight (48) hours written notice.

IX.

Before any work is performed under this franchise which may affect any existing monuments or markers of any nature relating to subdivision, plats, roads, and all other surveys, the District shall reference all such monuments and markers. The reference points shall be so located that they will not be disturbed during the District's operations under this franchise. The method of referencing these monuments or other points to be referenced shall be approved by the County Engineer. The replacement of all such monuments or markers disturbed during construction shall be made as expeditiously as the conditions permit, and as directed by the County Engineer. The cost of monuments or other markers lost, destroyed or disturbed, and the expense of replacement by approved monuments shall be borne by the District. The District shall file, in accordance with the Survey Recording Act, a complete set of reference notes to monuments and other marker ties which have been re-established or disturbed in accordance with RCW 58.09. All monuments disturbed shall be replaced by a surveyor duly licensed in the state of Washington.

X.

If, at any time, the County shall vacate any County road, right of way or other County property which is subject to rights granted by this franchise and said vacation shall be for the purpose of acquiring the fee or other property interest in said road, right of way or other County property for the use of the County, either in its proprietary or governmental capacity, then the Board of County Commissioners may at their option and by giving thirty (30) days written notice to the District, terminate this franchise with reference to such County road, right of way or other County property so vacated and the County shall not be liable for any damage or loss to the District by reason of such termination; provided however, that if the County can provide an alternate route across other County property, roads or rights of way, the County shall do so within a reasonable time prior to such termination, it being understood and agreed that the District shall pay all costs of changing and re-routing its utility systems.

XI.

The District hereby agrees to protect and save harmless the County of Asotin from any and all claims, actions or damages of every kind and description which may be asserted against such County by reason of the District's acts in connection with the construction, operation and maintenance of said utility systems. In case that suit or action is brought against the County for damages arising out of or by reason of the above-mentioned causes, the District will upon notice of the commencement of said claim defend the same at its sole cost and expense. In case a final judgment shall be rendered against the County in said action, the District will fully satisfy said judgment within ninety (90) days after said action shall have finally been determined by a trial court or appellate court or courts if appeal be taken, if determined adversely to the County.

XII.

This franchise shall not be deemed to be an exclusive franchise. It shall in no manner prohibit the County from granting other franchises of a like nature or franchises for other public or private utilities under, along, across, over and upon any of the County roads, streets, alleys, rights of way or other County property subject to this franchise and shall in no way prevent or prohibit the County

from constructing, altering, maintaining or using any of said roads, streets, alleys, rights of way, drainage structures or facilities, irrigation structures or facilities, or any other County property or affect its jurisdiction over them with full power to make all necessary changes, relocations, repairs, maintenance, etc., the same as the County may deem fit.

XIII.

All provisions, conditions, regulations and requirements herein contained shall be binding upon the successors and assigns of the District, and all privileges as well as all obligations and liabilities of the District shall inure to its successors, and assigns equally as if they were specifically mentioned wherever the District is mentioned.


XIV.

The District, its successors and assigns shall have the right to sell, transfer or assign this franchise upon giving written notice to do so sixty (60) days in advance of the date of any proposed transfer to the Board of County Commissioners.

The full acceptance of this franchise and all of its terms and conditions within thirty (30) days from the 4th day of December, 2023, by Public Utility District No. 1 of Asotin County, Washington, in writing, is to be filed with the Clerk of the Board of County Commissioners of Asotin County and the Clerk of Asotin County and shall be a condition precedent to it taking effect, and unless the franchise is accepted within such time, this grant shall be null and void.

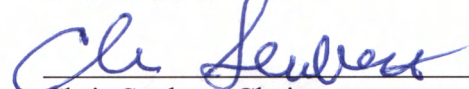
DATED this 4th day of December, 2023.

PUD NO. 1 OF ASOTIN COUNTY

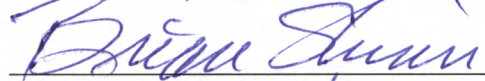


Tim Simpson, General Manager

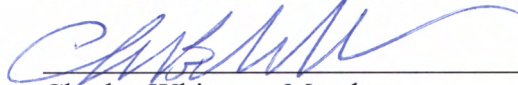
ASOTIN COUNTY BOARD OF COMMISSIONERS



Chris Soubert, Chairman




Brian Shinn, Vice Chairman



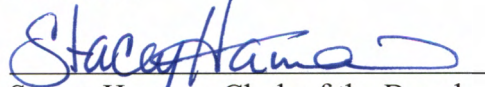
Charles Whitman, Member

APPROVED AS TO FORM:



Curt Liedkie, Interim Prosecuting Attorney
WSBA #30371

ATTEST:



Stacey Harman, Clerk of the Board