

Welcome to tonight's City Council meeting!

The elected officials of the City of Bonners Ferry are appreciative of an involved constituency. Testimony from the public is encouraged concerning issues when addressed under the Public Hearing portion of the agenda. Any individual who wishes may address the council on any issue, whether on the agenda or not, during the Public Comments period. Normal business will preclude public participation during the business portion of the meeting with the discretion left to the Mayor and Council.

#### **Vision Statement**

Bonners Ferry, "The Friendliest City", strives to achieve balanced growth, builds on community strengths, respects natural resources, promotes excellence in Government, and values quality of life.

**AGENDA  
CITY COUNCIL MEETING  
Bonners Ferry City Hall  
7232 Main Street  
267-3105  
September 15, 2015  
7:00 p.m.**

#### **PLEDGE OF ALLEGIANCE**

#### **PUBLIC HEARING**

#### **PUBLIC COMMENTS**

Each speaker will be allowed a maximum of five minutes, unless repeat testimony is requested by the Mayor/Council

#### **GUESTS**

Len Pine – National Fallen Firefighters Observance on October 4, 2015

#### **REPORTS**

Police/Fire/City Administrator/Economic Development Coordinator/Urban Renewal District

#### **CONSENT AGENDA**

1. Call to Order/Roll Call
2. Approval of Bills and Payroll
3. Treasurer's Report
4. Approval of September 1, 2015 Council Meeting Minutes

#### **OLD BUSINESS**

#### **NEW BUSINESS**

5. City – Approve Catering Permit for Kootenai River Inn for NRA Banquet at the Fairgrounds on September 19, 2015 (attachment)
6. City – Approve Catering Permit for Mugsy's Tavern and Grill for a Fundraiser at the Fairgrounds on September 19, 2015 (attachment)
7. City – Approve Special Event Permit for Selkirk Saddle Club for the Bull Bash at the Fairgrounds on September 19, 2015 (attachment)

8. City – Designate City Administrator as ADA Coordinator and Fair Housing Coordinator for the City of Bonners Ferry
9. City – Adopt Grievance Procedure for the City of Bonners Ferry 2015 (attachment)
10. City – Adopt Policy Regarding Non-discrimination on the Basis of Disability (attachment)
11. Electric – Authorize Mayor to Sign Expert Retention Agreement with Cable Huston LLP and EES Consulting, Inc. (attachment)
12. Electric – Approve Bid for Moyie Line Move 2015 (attachment)
13. City – Approve Cost of Living Increase Effective First Pay Period in October
14. Sewer – Approval to Purchase New PLC Data Logger (attachment)
15. City – Discuss Probationary Period (attachment)
16. Water/Sewer – Discuss Certifications (attachment)
17. Fire – Discuss Fire Protection Contract for the Kootenai Tribe of Idaho and Authorize Mayor to Sign the Contract (attachment)
18. Electric – Authorize Mayor to Sign Revision 3, Exhibit D to Power Sales Agreement Contract with Bonneville Power Administration (attachment)

#### **EXECUTIVE SESSION PURSUANT TO IDAHO CODE 74-206, SUBSECTION 1**

- (a) Consider hiring a public officer, employee, staff member or individual agent.
- (b) Consider the evaluation, dismissal or disciplining of, or to hear complaints or charges brought against, a public officer, employee, staff member or individual agent, or public school student.
- (c) Conduct deliberations concerning labor negotiations or to acquire an interest in real property which is not owned by a public agency.
- (d) Consider records that are exempt from disclosure as provided in chapter 1, title 74, Idaho Code.
- (e) Consider preliminary negotiations involving matters of trade or commerce in which the governing body is in competition with governing bodies in other states or nations.
- (f) Communicate with legal counsel for the public agency to discuss the legal ramifications of and legal options for pending litigation, or controversies not yet being litigated but imminently likely to be litigated.
- (i) Engage in communications with a representative of the public agency's risk manager or insurance provider to discuss the adjustment of a pending claim or prevention of a claim imminently likely to be filed.

#### **ADJOURNMENT**

#### **NEXT MEETING DATE**

#### **INFORMATION**

19. City – Thank you Letter from North Idaho Type III Incident Management Team (attachment)
20. Water – Idaho Department of Environmental Quality Source Water Protection Workshop (attachment)
21. Fire – 2015 National Fallen Firefighters Proclamation (attachment)

RECEIVED

SEP 18 2015

**CITY OF BONNERS FERRY  
CATERING PERMIT APPLICATION**

CITY OF BONNERS FERRY

Owners Name: Kotenai Tribe of Idaho

Business Name: Kotenai River Inn

Business Address: 7169 Plaza  
Bonnors Ferry, ID 83805

State Beverage License Number: 3977

I hereby request a catering permit for the following dates: 9/19/15

from the hours of 2pm a.m./p.m. to 11pm a.m./p.m. at the

following location: fairgrounds

Catering will be done for the following group or organization sponsoring the event: NRA

Type of Event: Banquet

Wine:  Beer:  Hard Liquor:

Murreken Skoen  
Signature of the Licensee

9/10/15  
Date

Murreken Skoen  
Printed Name

Address: 7169 Plaza; BF, ID Phone: 267-8511

Date Submitted to City Council \_\_\_\_\_

**A non-refundable fee of \$20 per day is required with the application**

Please make check payable to: City of Bonners Ferry  
P. O. Box 149  
Bonners Ferry, ID 83805

RECEIVED

SEP 06 2015

CITY OF BONNERS FERRY

CITY OF BONNERS FERRY  
CATERING PERMIT APPLICATION

Owners Name: Danielle & Michael Reasoner

Business Name: Mugsy's Tavern & Grill

Business Address: 29101 main st.

Bonnors Ferry, ID 83805

State Beverage License Number: 17382

I hereby request a catering permit for the following dates: Sept. 19, 2015

from the hours of 3 a.m. (p.m.) to 9 a.m. (p.m.) at the

following location: Fair grounds

Catering will be done for the following group or organization sponsoring the event: Fundraiser - Burn Victim

Type of Event: Spoke

Wine:          Beer: ✓ Hard Liquor:         

[Signature] 9/14/15  
Signature of the Licensee Date

DANIELLE REASONER  
Printed Name

Address: 457 Westwood Drive Phone: 597-5519

Date Submitted to City Council                                 

**A non-refundable fee of \$20 per day is required with the application**

Please make check payable to: City of Bonners Ferry  
P. O. Box 149  
Bonners Ferry, ID 83805

**CITY OF BONNERS FERRY, IDAHO**  
APPLICATION FOR CITY SPECIAL EVENT PERMIT  
(REQUIRED UNDER ORDINANCE NO. 468)

Date of Application: 8-24-15  
License Issued to: Selkirk Saddle Club  
Business Name: Selkirk Saddle Club  
Mailing Address: PO Box 1958  
Physical Address: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Type of Event: Bull Bash  
Dates of Event: 9-19-15  
Location of Event: B.C. Fairgrounds  
Time of Event: 4pm

By application, the applicant shall, waive, indemnify, and hold harmless the City of Bonners Ferry, its agents, its employees and authorized volunteers from and against all claims, damages, losses and expenses, including attorneys' fees, arising out of the permitted activity or the conduct of applicant's operation of the event if such claim (1) is attributed to personal injury, bodily injury, disease or death, or to injury or to destruction of property, including the loss of use there from, and (2) is not caused by any gross negligent act or omission or willful misconduct of the City of Bonners Ferry or its employees acting within the scope of their employment.

The following requirements must be met:

- A. If sponsored by a local resident, entity or group, a signed copy of licensee's contract with the local sponsor.
- B. Evidence of at least one million dollars (\$1,000,000.00) combined single limit liability insurance that names the City as co-insured.
- C. A clean-up fee of one hundred dollars (\$100.00); all, some or none of which will be returned upon recommendation of the Chief of Police after his inspection of the premises after the organization has left the premises and their permit expired. The foregoing fee is subject to change from time to time by resolution of Council.

**Fees and proof of insurance must be provided to the City of Bonners Ferry prior to the event.**

Authorized Signature for Applicant: Christie McNair  
Printed Name: Christine McNair  
Office/Title: Secretary/Treasurer

**Office Use:**

Fee Paid: \$135.00      Date: 8/31/2015      Receipt No. \_\_\_\_\_  
Approved By: \_\_\_\_\_      Date: \_\_\_\_\_

## **Grievance Procedure for City of Bonners Ferry 2015**

The following grievance procedure is established to meet the requirements of Section 504 of the Rehabilitation Act as amended and the Americans With Disabilities Act of 1990 (ADA).

According to these laws, the City of Bonners Ferry, as a recipient of an Idaho Community Development Block Grant (ICDBG) funds, certifies that all citizens shall have the right to submit a grievance on the basis of disability in policies or practices regarding employment, services, activities, facilities, or benefits provided by the City.

When filing a grievance, citizens must provide detailed information to allow an investigation, including the date, location and description of the problem. The grievance should be in writing and should include the name, address and telephone number of the complainant. Upon request, alternative means of filing complaints, such as personal interviews or a tape recording, will be made available for individuals with disabilities upon request. The complaint should be submitted by the complainant or his/her designee as soon as possible, but no later than 30 days after the alleged violation. Complaints must be signed and sent to the City Administrator, City of Bonners Ferry, PO Box 149, Bonners Ferry, ID 83805; telephone 208-267-3105.

Within 15 calendar days after receiving the complaint, the ADA coordinator in the Office of City Administrator, will meet with the complainant to discuss the complaint and possible resolution. Within 15 calendar days after the meeting, the ADA Coordinator will respond in writing. Where appropriate, the response shall be in a format accessible to the complainant (such as large print or audio tape). The response will explain the position of the City of Bonners Ferry and offer options for resolving the complaint.

If the response by the ADA Coordinator does not satisfactorily resolve the issue, the complainant or his/her designee may appeal the decision of the ADA coordinator. Appeals must be made within 15 calendar days after the receipt of the response. Appeals must be directed to the chief elected official or his or her designee.

Within 15 calendar days after receiving the appeal, the chief elected official or his or her designee will meet with the complainant to discuss the complaint and to discuss possible resolution. Within 15 calendar days after the meeting, the chief elected official or his or her designee will provide a response in writing. Where appropriate, the response shall be in a format accessible to the complainant. The response shall be accompanied by a final resolution of the complaint. The 504/ADA Coordinator shall maintain the files and records of the City of Bonners Ferry pertaining to the complaints filed for a period of three years after the grant is closed out.

### **Other Complaint Procedures**

All individuals have a right to a prompt and equitable resolution. Individuals or classes of individuals who believe they have been subjected to discrimination based on disability have several ways to file a grievance:

- Use the grievance procedure provided by the public entity

- File a complaint with any agency that provides funding to the public entity
- File with one of the eight federal agencies designated in the Title II regulations

Under Title II, filing a grievance with the public entity's ADA coordinator, filing a complaint with a federal agency, or filing a lawsuit may be done independently of the others. **Individuals are not required to file either a grievance or complaint to bring a lawsuit. Lawsuits may be filed at any time.** However the individual has 180 days to file with the Department of Justice. The following are agencies where a Title I, Title II or Section 504 complaint can be filed:

For Title I Complaints (Employment) Private Entities Only

Equal Employment Opportunity Commission  
<http://www.eeoc.gov/employees/howtofile.cfm>  
1-800-669-4000  
1-800-669-6820 (TTY)

For Title II Complaints Including Employment

Department of Justice (DOJ)  
Civil Rights Division  
Disability Rights Section – NYAV  
950 Pennsylvania Avenue, NW  
Washington, DC 20530  
<http://www.justice.gov/crt/complaint/#two>  
1-800-514-0301  
1-800-514-0383 (TDD)

For Section 504 Complaints

Department of Housing and Urban Development (HUD)  
Community Planning and Development  
451 7<sup>th</sup> Street, SW  
Washington, DC 20410  
<http://www.hud.gov/offices/fheo/disabilities/sect504complaint.cfm>  
1-202-708-1112  
1-202-708-1455 (TTY)

Adopted this 15<sup>th</sup> day of September, 2015.

---

David K. Anderson, Mayor

---

Attest:

**Policy Regarding Nondiscrimination on the Basis of Disability**

A resolution of the City of Bonners Ferry, Idaho adopting a policy of nondiscrimination on the basis of disability.

Whereas, the Congress of the United States has passed and Section 504 of the Rehabilitation Act of 1973, which requires that “no otherwise qualified individual with a disability shall, solely on the basis of his or her disability, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program, services, or activities receiving federal assistance”; and

Whereas, the failure to comply with the terms and conditions of Section 504 of the Rehabilitation Act may cause the City to lose its grant or eligibility for future grants;

Now, therefore, be it resolved by the Mayor and the Council of the City of Bonners Ferry, Idaho, the following:

Section I. It is the policy of the City that all programs, services and activities shall be accessible to, and usable by, individuals with disabilities, in accordance with Section 504 and the Americans with Disabilities Act (ADA).

Section II. That the City shall conduct a self-evaluation, which should include the assistance of a citizen review committee involving individuals with disabilities, of its programs, policies, procedures and facilities to determine those areas where discrimination may occur.

Section III. The City shall, upon completion of the self-evaluation plan, make revisions, modifications, or other changes so as to fully comply with the letter and intent of Section 504 and the ADA.

Section IV. Further, the City shall, where building modifications are required, develop and implement a transition plan for eliminating architectural barriers in a timely manner in accordance with Section 504 and the ADA.

Citizens may contact the ADA Coordinator in the Office of City Administrator, City of Bonners Ferry, PO Box 149, Bonners Ferry, ID 83805; telephone 208-267-3105 for assistance, or to answer questions regarding this policy during the hours of 8:00 AM and 5:00 PM.

Passed by City of Bonners Ferry, Idaho this 15<sup>th</sup> day of September, 2015.

Signed By \_\_\_\_\_ Title Mayor

Date September 15, 2015 Attest \_\_\_\_\_



## **EXPERT RETENTION AGREEMENT**

THIS AGREEMENT, made and entered into this 11th day of September 2015, is by and between Cable Huston LLP (“Cable Huston”), whose address is 1001 SW 5th Avenue, Suite 2000, Portland, Oregon, 97204, the City of Bonner’s Ferry, Idaho (“City”), whose address is 7232 Main Street (PO Box 149), Bonners Ferry, Idaho 83805, and EES Consulting, Inc. (“EES”), whose address is 570 Kirkland Way, Suite 200, Kirkland, WA 98033. Cable Huston, the City and EES are hereinafter referred to singularly as a “Party” or collectively as the “Parties.” Cable Huston does by this instrument retain EES as an expert to assist Cable Huston in the rendition of confidential professional legal services to City in connection with a potential contract negotiation with the Idaho Forest Group (the “Proceeding”).

### **I. Services.**

EES shall perform and provide Cable Huston with certain analyses and other services (including potential depositions and testimony at trial or arbitration), as directed by Cable Huston, relating to the Proceeding and for the purpose of assisting Cable Huston in the rendition of confidential professional legal services and advice to the City. Cable Huston agrees to provide instructions and directions to EES, and will provide all materials reasonably required by EES to complete its analyses.

### **II. Compensation.**

The City agrees to compensate EES in accordance with the terms and conditions as set forth in a separate agreement between the City and EES, which is incorporated into this Agreement by this reference. EES’s statements for services rendered and expenses incurred shall be sent to the City with a copy to Cable Huston. Although EES will submit any billing reports (and copies of invoices) to Cable Huston, EES understands and agrees that neither Cable Huston nor any of its attorneys shall have any liability for the fees or costs incurred by EES for its services. EES will only seek payment for its fees and costs from the City, which, by signing this agreement, agrees to pay such fees and costs to EES on the terms and conditions set forth in this agreement.

### **III. Confidential Information.**

EES agrees to maintain in strict confidentiality and to reasonably protect all information that comes to its attention related to or concerning the Proceeding, as well as any analysis EES performs or information EES discovers during such analysis. EES agrees to treat all such information, including this Agreement, as confidential, privileged and proprietary. EES shall not use or disclose any such information without first obtaining the express written authorization of Cable Huston and the City.

EES shall take all reasonable steps necessary to prevent the disclosure of any such information by asserting all applicable rights and privileges with respect to such information and shall cooperate fully in any judicial proceeding relating thereto. All reports, opinions and documents arising out of or resulting from the services provided by EES to Cable Huston

pursuant to this Agreement shall be the sole property of Cable Huston and the City, and EES shall assert no interest therein.

**IV. Relationship of the Parties.**

EES shall perform all services under this Agreement as an independent contractor with corresponding obligations and independence. EES will act in this matter only under the express direction of Cable Huston, but shall not be considered an employee of Cable Huston or the City for any purpose.

**V. Limitation on Other Activities.**

During the time period this Agreement is in effect and for three (3) years after termination of this Agreement for any reason, EES will not provide consulting or other services of any kind to any person or entity other than Cable Huston or the City in connection with or arising out of the Proceeding.

**VI. Confidentiality of Agreement.**

This Agreement itself shall be maintained in confidence to the extent allowed by law and unless: (a) its production is required by a court of competent jurisdiction or applicable law; (b) its disclosure is necessary to support a claim of privilege arising from the Agreement; (c) its disclosure is necessary to enforce the Agreement; or (d) the Parties mutually agree that it may be disclosed to a third party.

**VII. Termination.**

Any Party shall have the right to withdraw from this Agreement for any reason at its sole discretion, at any time. In the event a Party decides to withdraw from this Agreement, that Party shall provide thirty (30) days' written notice to the other Party prior to the withdrawal taking effect. Notwithstanding any termination of the Agreement, all previously-shared information shall remain confidential and may continue to be used by Cable Huston or the City at their sole discretion and control. In the event this Agreement is terminated by either party, EES and Cable Huston further agree and acknowledge that paragraphs III, V and VI shall survive such termination.

**VIII. Miscellaneous.**

This Agreement shall be governed by the laws of the State of Idaho.

Accepted by **Cable Huston:**

By \_\_\_\_\_

Its \_\_\_\_\_

Accepted by **EES Consulting, Inc:**

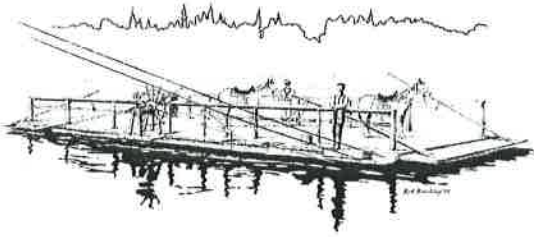
By \_\_\_\_\_

Its \_\_\_\_\_

Accepted by **The City of Bonners Ferry:**

By \_\_\_\_\_

Its \_\_\_\_\_



# MEMO

CITY OF BONNERS FERRY  
INTERIM CITY ENGINEER

Date: September 15, 2015  
To: City Council  
From: Mike Klaus  
Subject: Moyie Line Move 2015 - Rebid Results

The City received two bids for the Moyie Line Move Project on September 9, 2015. Below is a summary of the two bids.

Bidder	Total Bid Amount
Mountain Power Construction	\$749,799.00
Probst Electric	\$549,435.00

The original bid for this project was nearly \$800,000, so rebidding saved approximately \$250,000. I recommend that the City Council accept the bid and award the project to Probst Electric, contingent upon attorney review of the bidding documents.

Please call me with any questions about this project.

Thanks, Mike



# MEMO

CITY OF BONNERS FERRY  
INTERIM CITY ENGINEER

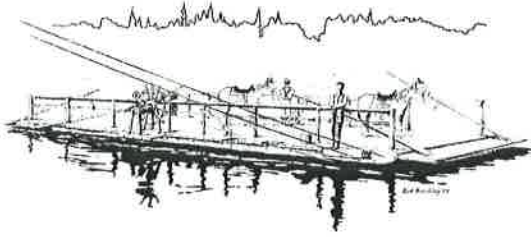
---

Date: September 15, 2015  
To: City Council  
From: Mike Klaus  
Subject: Sewer Lagoon - Data Logger Replacement

We are required to monitor and track temperature data at the sewer lagoon. Our current data logging system does not work consistently, and I recommend replacing with a processor and temperature sensor for \$2,103.07

Please contact me or Adrian with any question you may have about this recommendation.

Thanks, Mike



# MEMO

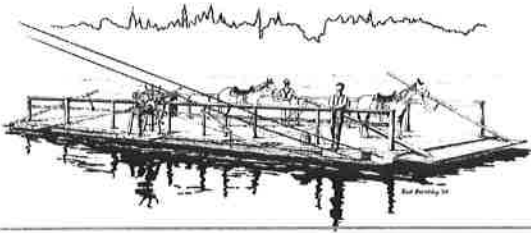
CITY OF BONNERS FERRY  
INTERIM CITY ENGINEER

---

Date: September 15, 2015  
To: City Council  
From: Mike Klaus  
Subject: **Personnel Policy**

The City completed a full revision of its personnel policy in 2011, with revisions in 2014 and 2015. During the revisions, the requirement of a 6 month probationary for newly hired employees was dropped. I recommend re-installing that provision into the current personnel policy, with the attorneys review and recommended placement in the policy.

Thanks, Mike



## CITY OF BONNERS FERRY

7232 Main Street  
P.O. Box 149  
Bonners Ferry, Idaho 83805  
Phone: 208-267-3105 Fax: 208-267-4375

# MEMO

**Date:** 9/11/2015  
**To:** Honorable Mayor and City Council  
**From:** Adrian Dice, Superintendent of Water and Sewer  
**Re:** Pay increase for certifications held

Thank you for the opportunity to make this request again. As you know, the employees of the water and sewer department get a base rate wage, plus \$.50/hour per certification held. The list of certifications the water and sewer department get compensated for is listed out in the memo regarding wages, approved by the council on 7/1/2014, which was attached the last time. I would like to request an alteration to the existing schedule.

- 1- We can get a certification for Water Distribution 3, but can only be compensated up to Water Distribution 2. I would like us to have compensation up to the Water Distribution 3 level. Currently no one is licensed at that level, so there is no change in cost to the city.
- 2- We can get a certification for Sewer Collections 3, but are only compensated up to Sewer Collections 2. I would like us to have compensation up to the Sewer Collections 3 level. Currently no one is licensed at that level, so there is no change in cost to the city.
- 3- We run a wastewater lab, and can get certification for Wastewater Lab 1 and 2, but are not compensated for it. I would like us to have compensation for Wastewater Lab 1 and 2. Currently no one is licensed at that level, but one person has signed up to take the next test for Wastewater Lab 1. If he passes, the cost to the city would be about \$1,040.00/ year, plus benefits.
- 4- The city is required to have Certified Pool Operators on staff in order to open the city pool. We are not compensated for having this certification. I would like department staff to be compensated for the CPO certification. Since this is not a year-round position, I am requesting a \$.25/ hour increase for it. Currently 2 staff members hold this certification, so at \$.50/ hour, the cost to the city would be about \$1,040.00/ year, plus benefits.

At my previous request, a description of the licenses was requested, that is attached. Likewise there was a question regarding the number of people eligible to take the different tests. Attached is a graph showing the years worked for each employee, and the requirements to take a test. The highlighted yellow shows tests that each individual qualifies to take, and the X marks show which ones they have actually chosen to take over the years. My reason for making this request is primarily to make the opportunities and rewards match up consistently, and let the employees know that the city is cares to get their documentation correct.

Thank you for your consideration,

Adrian Dice  
Superintendent of Water and Sewer

#### Basic Certification Information:

- 1- Water Treatment I – Required by DEQ, to run wells and rudimentary treatment systems. Requirements: 2 years of experience, High School Diploma, and to pass the test. Comprehension Level. The City pays \$.50/ hour for this certification.
- 2- Water Treatment II – Required by DEQ, to run small treatment systems. Requirements: 6 years of experience, High School Diploma, and to pass the test. Application Level. The City pays \$.50/ hour for this certification.
- 3- Water Treatment III – We are a Treatment III rated water system. Required by DEQ, to run midsized surface water treatment systems. Requirements: 8 years of experience, High School Diploma, 2 years of college, and to pass the test. Analysis Level. The City pays \$.50/ hour for this certification.
- 4- Water Treatment IV – Not required by DEQ, but we are allowed to take the test- to run large, multi-stage treatment systems. Requirements: 8 years of experience, High School Diploma, 4 years of college, and to pass the test. Analysis Level. The City pays \$.50/ hour for this certification.
- 5- Water Distribution I – Required by DEQ, to operate small piping systems from the treatment facility to the customer. Requirements: 2 years of experience, High School Diploma, and to pass the test. Comprehension Level. The City pays \$.50/ hour for this certification.
- 6- Water Distribution II – We are a Distribution II rated water system. Required by DEQ, to operate midsized piping systems from the treatment facility to the customer. Requirements: 6 years of experience, High School Diploma, and to pass the test. Application Level. The City pays \$.50/ hour for this certification.
- 7- Water Distribution III – Not required by DEQ, but we are allowed to take the test- to operate complicated midsized piping systems from the treatment facility to the customer. Requirements: 8 years of experience, High School Diploma, 2 years of college, and to pass the test. Analysis Level.
- 8- Sewer Collections I – Required by DEQ, to operate small, simple sewer collection systems. Requirements: 2 years of experience, High School Diploma, and to pass the test. Comprehension Level. The City pays \$.50/ hour for this certification.
- 9- Sewer Collections II – We are a Collections II rated wastewater system. Required by DEQ, to operate mid-sized sewer collection systems and lift stations. Requirements: 6 years of experience, High School Diploma, and to pass the test. Application Level. The City pays \$.50/ hour for this certification.
- 10- Sewer Collections III – Not required by DEQ, but we are allowed to take the test- to operate mid-sized, complicated sewer collection systems and many lift stations. Requirements: 8 years of experience, High School Diploma, 2 years of college, and to pass the test. Analysis Level.



- 11- Sewer Treatment I – We are a Treatment I rated wastewater system, due to having no treatment other than the lagoons. Required by DEQ, to operate to operate very small wastewater treatment plants or lagoon treatment systems. Requirements: 2 years of experience, High School Diploma, and to pass the test. Comprehension Level. The City pays \$.50/ hour for this certification.
- 12- Sewer Treatment II – Not required by DEQ, but we are allowed to take the test- to operate small wastewater treatment plants. Requirements: 6 years of experience, High School Diploma, and to pass the test. Application Level. The City pays \$.50/ hour for this certification.
- 13- Sewer Treatment III – Not required by DEQ, and since this is 2 grade levels above our Lagoon rating, we are not allowed to take the test- to operate midsized, multistage wastewater treatment plants. If we get any type of membrane filter system, then our system would become a Class II system and we would be allowed to take the test. Requirements: 8 years of experience, High School Diploma, 2 years of college, and to pass the test. Analysis Level. The City pays \$.50/ hour for this certification.
- 14- Wastewater Lab I – Not specifically required by DEQ, but lab work is required, and EPA regulations state that labs need to be to be run by certified lab techs. EPA does not seem to be enforcing this strictly, but we started sending our samples to an outside lab rather than doing them ourselves a few years back partly because of this. Requirements: 2 years of experience, High School Diploma, and to pass the test. Comprehension Level. This used to be on the list of certifications that qualified for pay, but it was removed.
- 15- Wastewater Lab II – Not specifically required by DEQ, but lab work is required, and EPA regulations state that labs need to be to be run by certified lab techs. EPA does not seem to be enforcing this strictly, but we started sending our samples to an outside lab rather than doing them ourselves a few years back because of this. Requirements: 6 years of experience, High School Diploma, and to pass the test. Application Level. This used to be on the list of certifications that qualified for pay, but it was removed.
- 16- Backflow Assembly Tester – The City is required to have and implement a Cross Connection Control Program. Backflow testing is mandatory on a yearly basis, Overseen by DEQ. I haven't seen any documentation saying we are specifically required to have a BAT on staff, but as long as we don't, our CCC Program is run by an unqualified person, and we have to hire a licensed BAT contractor for all our testing. Backflow tests cost \$50.00. Requirements: pass written and skills tests. Analysis Level. The City pays \$.50/ hour for this certification.
- 17- Certified Pool Operator – Required by Panhandle Health as a condition to open a pool to the public. Requirements: pass test. Comprehension Level.



# Kootenai Tribe of Idaho

P.O. Box 1269  
Bonners Ferry, ID 83805  
Ph# (208) 267-3519  
Fax (208) 267-2960

September 1, 2015

Dave Anderson, Mayor  
City of Bonners Ferry  
P.O. Box 149  
Bonners Ferry, ID 83805

Dear Mayor Anderson:

Please find enclosed the Fire Protection Contract between the Kootenai Tribe of Idaho and the City of Bonners Ferry for fiscal year 2016.

The Tribe appreciates the working relationship with the City of Bonners Ferry and looks forward to its continuation. If you have any questions, please contact myself or Chairperson Gary Aitken Jr. at 267-3519.

Sincerely,

Patricia N. Perry  
Administrative Director

**CONTRACT FOR FIRE PROTECTION SERVICES**

The purpose of this Contract is to provide fire protection on that portion of the Kootenai Indian Reservation located within the exterior corporate boundaries of the City of Bonners Ferry, Idaho, including all Tribe-owned lands therein held in trust by the United States or subject to a federal restriction on alienation.

**PARTIES**

This Contract is entered into by the Kootenai Tribe of Idaho (hereinafter "TRIBE") and the City of Bonners Ferry, a municipality organized under the laws of the State of Idaho, (hereinafter "CITY") to carry out provisions of the Self-Governance Compact between the Tribe and the United States Department of the Interior Bureau of Indian Affairs (hereinafter "GOVERNMENT").

**FIRE PROTECTION SERVICES AND PROGRAMS TO BE PERFORMED.****A.****SCOPE OF SERVICES**

The CITY shall be responsible for providing fire protection to that portion of the Kootenai Indian Reservation covered by this Contract in the same manner and to the same extent as it provides fire protection to other portions of Bonners Ferry, Idaho over which it has fire protection responsibilities.

The TRIBE agrees to maintain the property covered by this Contract in accordance with the Uniform Fire Code (UFC) as adopted by the State of Idaho. In the event that the TRIBE shall maintain or modify existing facilities or construct new facilities in a manner that is in violation of the UFC, the CITY, by written notice, may require the TRIBE to bring the facilities into compliance and, if the TRIBE fails or refuses to do so within sixty (60) days of mailing or personal service of such notice, may terminate all of their fire protection and suppression duties contracted for by this Contract.

**B.**

**FIRE HYDRANTS**

The TRIBE authorizes the CITY to use the fire hydrants of the TRIBE in its performance of this Contract.

The TRIBE shall pay additionally for all maintenance and replacement costs of the fire hydrants and servicing lines owned by the TRIBE. This work will be done by the CITY. Any work over FOUR HUNDRED DOLLARS (\$400.00) will require prior authorization from the TRIBE, unless it is of an emergency nature to preserve the system and/or prevent risk of damage, destruction or injury to persons or property.

**C.**

**PROGRESS AND FINAL REPORTS**

The CITY shall submit an Annual Narrative report of the number of incidents on the Reservation and the response provided.

**GENERAL TERMS AND CONDITIONS**

**A.**

**SUPPLIES, EQUIPMENT & FACILITIES**

At its expense, the CITY shall furnish all supplies, equipment and facilities needed to perform the services, functions and programs contracted to be performed. No supplies equipment or facilities will be furnished by the TRIBE unless otherwise expressly provided herein.

**B.**

**CONTRACT TERM**

The period of this Contract shall be the period beginning October 1, 2015 and ending September 30, 2016 subject to termination at any time upon thirty (30) days written notice by either party. This Contract may be modified in writing by mutual consent of both parties.

**C.**

**CONTRACT AMOUNT**

CITY shall receive compensation for services provided under this Contract in the amount of twenty-one thousand five hundred and four United States dollars (US\$21,504.00 -- \$1792/month), which amount shall be prorated from the date of signature of both parties.

**D.**

**DISPUTES**

Disputes arising under this contract shall be resolved by binding arbitration through the United States Department of the Interior Bureau of Indian Affairs or, at the option of either party, through binding arbitration conducted before a panel of three arbitrators in which each party chooses one arbitrator who shall then choose the third member of the panel.

**E.**

**INDEMNIFICATION**

To the extent not covered by the Federal Tort Claims Act or any insurance policy possessed by the City, the Tribe agrees to indemnify the City for any claims for damages or injuries brought by third parties for factual situations arising from City's operation under or intended operation under this Agreement. The Tribe agrees to name City, its elected and appointed officials and employees as additional names insured on all policies providing liability coverage at the Reservation. The Tribe will provide the City a Certificate of Insurance showing the limits of all policies as well as showing the additional named insured provision and agrees to notify the City within ten (10) days in writing should any of the policies be canceled or not renewed.

Nothing in this Agreement shall waive the requirements of or increase the liability limits established by Idaho Code Chapter 9 of Title 6 as it now exists or may hereafter be amended.

**F.**

**PAYMENT IN LIEU OF TAXES**

It is understood between the parties that services rendered under this Contract directly or indirectly are in lieu of taxes, and that if real or personal property taxes are ultimately paid by the TRIBE to the CITY for TRIBE-owned property, all or part of the payments described herein will be subject to rebate dollar for dollar. In the event that all categories of taxes for business and property on non-Indian lands shall become applicable to the property and business subject of this Contract, for the period such taxes are paid payments herewith shall be fully refunded and the Contract shall automatically terminate.

**G.**

**VOLUME CONSIDERATION**

This Contract is entered into based upon the assumption that the facilities owned and operated by the TRIBE are as they now exist. In the event that, during the term of this Contract, the TRIBE shall modify its facilities to increase its capacity, it is anticipated that there may be a corresponding increase in the demand for the CITY's services as contracted for by this Contract. In such event, the parties agree to renegotiate the compensation to provide for an appropriate increase and the rate paid to the CITY for the services that the CITY hereby agrees to provide.

**H.**

**TRIBAL COOPERATION**

The TRIBE will cooperate with the CITY authorities and employees responsible for the performance of the duties herein. The TRIBE will make available to the CITY's officers and employees the necessary records, personnel and access to facilities, which are owned, possessed, maintained or employed by the TRIBE and failure to provide such will relieve the CITY of its duties under this Agreement.

**I.**

**HOLD OVER CLAUSE**

In the event that this Contract is not timely renewed, its terms and provisions shall continue and services shall continue to be provided until the TRIBE or the CITY provide notice of its cancellation. It is agreed that the CITY shall be reimbursed at the original Contract rate until such time as a new Contract has been executed, at which time the TRIBE shall retroactively reimburse the CITY at the new rate.

DATED this \_\_\_\_ day of \_\_\_\_\_, 2015.

**KOOTENAI TRIBE OF IDAHO**

**Attest:**

By: \_\_\_\_\_

Gary Aitken, Jr., Chairman

By: \_\_\_\_\_

Velma Bahe, Secretary

**CITY OF BONNERS FERRY**

**Attest:**

By: \_\_\_\_\_

By: \_\_\_\_\_



## Department of Energy

Bonneville Power Administration  
P.O. Box 640  
Ronan, MT 59864

POWER SERVICES

August 27, 2015

In reply refer to: PSE-Ronan

Mr. Mike Klaus  
Interim City Administrator  
City of Bonners Ferry  
PO Box 149  
Bonners Ferry, ID 83805

Dear <sup>Mike</sup> ~~Mr.~~ Klaus:

Enclosed are two original revisions of Exhibit D for the City of Bonners Ferry's (Bonners Ferry) Power Sales Agreement Contract No. 09PB-13010 (Agreement).

The Exhibit D, Revision No. 3, updates the Grandfathered GMS language in sections 3.1 and 3.2 and the table in section 3.3 for the Fiscal Year 2016 – FY 2017 Rate Period. This exhibit revision is bilateral and, as such, requires Bonners Ferry's signature. If Bonners Ferry finds Revision No. 3 to Exhibit D acceptable, please sign and date the enclosed originals and return them to me no later than September 25, 2015. I will sign and return a fully executed original of the revision for your contract records.

Please feel free to contact me at (406) 676-2669, if you have any questions or concerns.

Sincerely,

A handwritten signature in black ink, appearing to read "Michael R. Normandeau", followed by a horizontal line.

Michael R. Normandeau  
Account Executive

Enclosures (2)



**Revision No. 3, Exhibit D**  
**ADDITIONAL PRODUCTS AND SPECIAL PROVISIONS**  
**Effective October 1, 2015**

This revision updates GMS sections 3.1 and 3.2, and adds the reservation fee for the FY 2016 – FY 2017 Rate Period.

**1. CF/CT AND NEW LARGE SINGLE LOADS**

**1.1 CF/CT Loads**

Bonnors Ferry has no loads identified that were contracted for, or committed to (CF/CT), as of September 1, 1979, as defined in section 3(13)(A) of the Northwest Power Act.

**1.2 Potential NLSLs**

Bonnors Ferry has no identified potential NLSLs.

**1.3 Existing NLSLs**

Bonnors Ferry has no existing NLSLs.

**2. RESOURCE SUPPORT SERVICES**

2.1 BPA shall develop the RSS products to support applicable Specified Resources listed in section 2 of Exhibit A for the FY 2012 through 2014 Purchase Period and offer such as a revision to this exhibit by August 1, 2009 and by August 1 prior to each Notice Deadline thereafter. Prior to that date, BPA shall provide Bonnors Ferry a reasonable opportunity to provide input into the development of the products and the related contract provisions. By the November 1, 2009 Notice Deadline and each Notice Deadline thereafter, Bonnors Ferry shall notify BPA in writing of any RSS products it elects to buy from BPA under the terms of this Agreement and shall identify the applicable resource(s), for which it shall purchase the RSS product(s) for the upcoming Purchase Period. Such election shall be a binding commitment of both Parties. If Bonnors Ferry makes such election, the Parties shall revise this exhibit so that it incorporates the agreed changes to applicable provisions, including the applicable resource amounts, if known, by March 31, 2010 or by March 31 of the year following the Notice Deadline for future years. By September 30 of the last Rate Case Year prior to the first Rate Period when service begins, and by each applicable September 30 thereafter in accordance with the applicable incorporated contract language, BPA shall update the relevant tables included in the incorporated contract language with the applicable charges and any necessary updates to resource amounts.

2.2 If Bonnors Ferry adds a new Specified Resource within a Purchase Period to meet its obligations to serve Above-RHWM Load with Dedicated Resources, consistent with section 3.5.1 of the body of this Agreement, Bonnors Ferry may purchase DFS or FORS to support such resource. Bonnors Ferry shall request a copy of the then-current DFS or FORS standard contract provisions from BPA and shall notify BPA in writing by October 31 of a Rate Case Year that it

elects to purchase DFS or FORS for the new Specified Resource under the terms stated in the then-current contract provisions and the terms of this section 2.2. Such election shall be a binding commitment of both Parties. The elected DFS or FORS will be effective at the start of the upcoming Rate Period. The duration of such purchase shall be for the remainder of the Purchase Period and for the following Purchase Period. If Bonners Ferry makes such election, the Parties shall revise this exhibit by March 31 of the calendar year after Bonners Ferry has given notice of its election. Such revision shall incorporate the agreed changes to applicable provisions, including the applicable resource amounts, if known. By September 30 of the last Rate Case Year prior to the first Rate Period when service begins, and by each applicable September 30 thereafter, in accordance with the applicable incorporated contract language, BPA shall update the relevant tables included in the incorporated contract language with the applicable charges and any necessary updates to resource amounts.

**3. GRANDFATHERED GENERATION MANAGEMENT SERVICE (GMS)**

Bonners Ferry shall apply all of the output from Moyie, listed in section 2.1(1) of Exhibit A, as it is generated to Bonners Ferry's Total Retail Load. BPA shall provide energy to Bonners Ferry's Total Retail Load to meet any variations between the amounts generated and the amounts listed in section 2.1(1)(C) of Exhibit A for Moyie. Bonners Ferry shall provide BPA with hourly meter data from Moyie in accordance with section 17.3 of the body of this Agreement.

If on a monthly basis Moyie generates more or less energy than is listed in section 2.1(1)(C) of Exhibit A, then BPA shall provide Bonners Ferry with a credit for such over-generation or a charge for such under-generation, in accordance with section 3.1 and 3.2 below. Bonners Ferry shall pay a reservation fee to BPA on a monthly basis in accordance with section 3.3 below.

**3.1 Load Shaping Charge**

BPA shall credit or charge Bonners Ferry for any monthly over- or under-generation using the Load Shaping Charge, as established in section 5.2 of the TRM. When BPA calculates Bonners Ferry's Actual Tier 1 Load (which BPA will use to calculate Bonners Ferry's Load Shaping Billing Determinant), BPA shall subtract (1) the amounts measured by the meters listed in Exhibit E for Moyie, from (2) Bonners Ferry's Total Retail Load.

**3.2 Demand Charge**

BPA shall charge Bonners Ferry the Demand Charge, as established in section 5.3 of the TRM. When BPA calculates Bonners Ferry's Tier 1 Customer System Peak, the Tier 1 Customer System Peak demand amount will not include the measured amount for Moyie Dam In Meter Point 2676.

**3.3 Reservation Fee for GMS**

By September 15, 2011 and by September 15 of each Rate Case Year thereafter, BPA shall determine, and update the table below with, Bonners Ferry's monthly reservation fee for Moyie for the upcoming Rate Period. BPA shall calculate Bonners Ferry's reservation fee using an expected outage ratio

for Moyie, based on past generation data, and the Demand Rate as established in BPA's Wholesale Power Rate Schedules and GRSPs.

Monthly GMS Reservation Fee					
<b>Fiscal Year</b>	2012	2013	2014	2015	2016
<b>\$/month</b>	874	874	771	771	866
<b>Fiscal Year</b>	2017	2018	2019	2020	2021
<b>\$/month</b>	866				
<b>Fiscal Year</b>	2022	2023	2024	2025	2026
<b>\$/month</b>					
<b>Fiscal Year</b>	2027	2028			
<b>\$/month</b>					

#### 4. LIMITATIONS ON EXCHANGE OF EXISTING RESOURCES

##### 4.1 Option on Full ASC Participation and Alternative Contract

BPA's 2008 Average System Cost (ASC) Methodology limits the loads and resource costs included in ASCs for consumer-owned utilities that sign a CHWM Contract. The TRM establishes a Tier 1 PF Exchange Rate for such consumer-owned utilities. Pursuant to section 12.2 of the body of this Agreement and section 20 of the Residential Purchase and Sale Agreement (RPSA), Bonners Ferry is contractually precluded from seeking or receiving Residential Exchange Program (REP) benefits based on an ASC other than as provided for in Section IV(G) of the 2008 ASC Methodology or its successor.

BPA and Bonners Ferry understand and acknowledge that this is the first time BPA has attempted to implement an REP with two different ASC cost structures and two differing levels of benefits, and that as a consequence, the implementation of the REP may be revised over time. Because of the contractual preclusions in the paragraph above and because a limited number of consumer-owned utilities with CHWM Contracts may participate in the REP, the intent of this section 4 is to provide limited protection to such consumer-owned utilities from future changes in the REP.

Any impact to Bonners Ferry's access to REP benefits, pursuant to section 5(c) of the Northwest Power Act, as a result of an action taken by BPA as required by a statutory change or final judicial action shall not be considered an Action as provided in section 4.2 below, shall not be subject to the criteria provided in section 4.3 below, and shall not make available the option provided in section 4.4 below.

Absent the exercise by Bonners Ferry of the option set forth in section 4.4 below, nothing in this section 4 is intended to alter the application of any provision of the ASC Methodology.

## 4.2 Actions

If BPA takes any of the following Actions and such Actions meet the criteria specified in section 4.3, then Bonners Ferry may elect the option set forth in section 4.4 below.

**Action 1.** BPA adopts, in a final record of decision issued in a section 7(i) proceeding for a Rate Period, a Base Tier 1 PF Exchange Rate for customers with CHWM Contracts which is calculated in a manner that differs from the following:

$$\text{Base T1 PF Exchange Rate} = \frac{(\text{PFCosts} - \text{PFCredits}) - (\text{T2Costs} - \text{T2Credits})}{\text{PFLoad} - \text{T2Load}} + \text{TmnAddr}$$

Where:

Base T1 PF Exchange Rate is the Base Tier 1 PF Exchange rate prior to the final allocation of any rate protection costs arising from the section 7(b)(2) rate test, as determined in each 7(i) Process.

PFCosts are all costs allocated in a 7(i) Process to the Priority Firm rates when the Base PF Exchange rate is calculated (also known as the unbifurcated PF rate) and prior to any reflection of the tiering of the PF Preference rate.

PFCredits are all credits allocated in a 7(i) Process to the Priority Firm rates when the Base PF Exchange rate is calculated (also known as the unbifurcated PF rate) and prior to any reflection of the tiering of the PF Preference rate.

T2Costs are all costs allocated in a 7(i) Process to Tier 2 Cost Pools.

T2Credits are all credits allocated in a 7(i) Process to Tier 2 Cost Pools.

PFLoad is the BPA forecast of load used to determine the unbifurcated PF rate in a 7(i) Process.

T2Load is the BPA forecast of load used to determine Tier 2 Rates in a 7(i) Process.

TmnAddr is the same unit charge for transmission added to the Base PF Exchange rate.

The Tier 1 PF Exchange rate used to calculate Bonners Ferry's REP benefits is the Base Tier 1 PF Exchange rate as modified by any Supplemental 7(b)(3) Rate Charge, as determined in each 7(i) Process and may be adjusted pursuant to the Supplemental 7(b)(3) Rate Charge Adjustment, any cost recovery adjustment clause, and any dividend

distribution clause, as determined to be applicable to the Tier 1 PF Exchange rate in a 7(i) Process.

**Action 2.** BPA adopts, in a final record of decision, policy or interpretation, a method of calculating Bonners Ferry's ASC for a Fiscal Year(s) of an Exchange Period pursuant to BPA's 2008 ASC Methodology or its successor that differs from the following formula:

$$\text{RHWM ASC} = \frac{\text{Contract System Cost} - \text{NewRes\$}}{\text{Contract System Load} - \text{NewResMWh}}$$

Where:

RHWM ASC is the ASC for Bonners Ferry for an Exchange Period, as defined by BPA's 2008 ASC Methodology.

Contract System Cost is as defined in BPA's 2008 ASC Methodology.

NewRes\$ is the forecast cost of resources (including purchased power contracts) used under this Agreement to serve Bonners Ferry's Above-RHWM Load. Such resources are exclusive of Bonners Ferry's Existing Resources for CHWMs as specified in Attachment C, Column D, of the TRM, and exclusive of purchases of power at Tier 1 Rates from BPA. The costs included in NewRes\$ will be determined using a methodology similar to Appendix 1 Endnote d of BPA's 2008 ASC Methodology.

Contract System Load is as defined in BPA's 2008 ASC Methodology.

NewResMWh is the forecast generation from resources (including purchased power contracts) used under this agreement to serve Bonners Ferry's Above-RHWM Load. Such resources are exclusive of Bonners Ferry's Existing Resources for CHWMs specified in Attachment C, Column D, of the TRM, and exclusive of purchases of power at Tier 1 Rates from BPA.

**Action 3.** BPA offers Bonners Ferry an RPSA with an Exchange Load used to calculate Bonners Ferry's REP benefits payments that differs from the following formula, or interprets such RPSA in a manner that differs from the following formula:

$$\text{Actual RHWM Exchange Load} = \text{RRL} \times \text{T1Pctg}$$

Where:

Actual RHWM Exchange Load is the monthly residential and small farm load of Bonners Ferry used to calculate the actual monthly REP payments to Bonners Ferry as specified in the RPSA.

RRL is Bonners Ferry's actual total qualifying residential and small farm retail load for a month as specified in the RPSA.

$$\text{T1Pctg} = \frac{\text{T1MWh} + \text{ExistResMWh}}{\text{TRL} - \text{NLSL}}$$

Where:

T1Pctg is BPA's forecast percentage of Bonners Ferry's load that is expected to be served by purchases of power at Tier 1 Rates from BPA and from Bonners Ferry's Existing Resources for CHWM, and will be computed for each Fiscal Year of the applicable Rate Period. Such computation will be performed in the applicable RHWM Process for the Rate Period.

T1MWh is the amount of power at Tier 1 Rates BPA forecasts to be purchased by Bonners Ferry from BPA in each Fiscal Year of a Rate Period as forecast in each RHWM Process for a Rate Period.

ExistResMWh is the specified output of Bonners Ferry's Existing Resources for CHWM, as specified in Attachment C, Column D, of the TRM.

TRL is BPA's forecast of Bonners Ferry's Total Retail Load in each Fiscal Year of a Rate Period as forecast in each RHWM Process for a Rate Period.

NLSL is BPA's forecast of Bonners Ferry's New Large Single Loads in each Fiscal Year of a Rate Period as forecast in each RHWM Process for a Rate Period.

**Action 4.** BPA adopts a final record of decision, policy or interpretation that changes the terms of the TRM or the 2008 ASC Methodology applicable to REP participants with CHWM Contracts and such change is not encompassed in Actions 1-3, and such change meets the criteria in section 4.3 for application of the option in section 4.4.

#### 4.3 Criteria

The option set forth in section 4.4 below is available to Bonners Ferry if BPA has taken any of the Actions 1-4 set forth in section 4.2 and the Actions taken, when considered in combination with all BPA actions being undertaken at that time, result in a material reduction in the REP benefits of the class of REP participants with CHWM Contracts. A reduction shall not be "material" for purposes of this section 4.3 if such Action(s), when considered in combination with all BPA actions being undertaken at that time, are applied to the provisions applicable to all REP participants and produce the same or comparable effects on all REP participants, even if such Action(s) results in an otherwise material reduction in the REP benefits of the class of REP participants with CHWM Contracts.

#### 4.4 Option

If Bonners Ferry believes that BPA has taken any of the Actions 1 through 4 set forth in section 4.2 that satisfies the criteria for this option as set forth in

section 4.3, and if BPA has provided a public comment process as part of BPA's decision process (for the relevant Action of Actions 1 through 4 set forth in section 4.2) in which Bonners Ferry has commented that BPA was proposing or about to take such Action, then Bonners Ferry, within 30 calendar days of BPA taking such alleged Action(s), may provide written notice to BPA in accordance with section 20 of this Agreement requesting an alternative power sales contract without a CHWM. Upon receipt of such written notice, BPA shall review the request and, within 60 calendar days, issue a written statement regarding whether the criteria of section 4.3 have been satisfied.

- 4.4.1 If BPA believes the criteria of section 4.3 have not been satisfied, the dispute shall be resolved through the dispute resolution provisions in section 22 of this Agreement, provided, however, that the sole function of arbitration shall be to determine whether the criteria of section 4.3 have been satisfied, not the exclusive remedy of money damages set forth in section 22.4 of this Agreement. If the dispute resolution results in a final determination that the criteria of section 4.3 have been satisfied, BPA shall have 90 calendar days from the date of such final determination to take curative action to restore the REP benefits of the class of REP participants with CHWM Contracts to the level that would have existed had BPA not taken the Action(s) that resulted in the criteria of section 4.3 being satisfied; provided, however, that if BPA elects not to take such curative action within such 90 day period, BPA shall have 180 calendar days after the date of such determination to offer to Bonners Ferry an alternative power sales contract without a CHWM.
- 4.4.2 If BPA determines that the criteria of section 4.3 have been satisfied, BPA shall have 90 calendar days from the date of such determination to take curative action to restore the REP benefits of the class of REP participants with CHWM Contracts to the level that would have existed had BPA not taken the Action(s) that resulted in the criteria of section 4.3 being satisfied; provided, however, that if BPA elects not to take such curative action, it shall have 180 calendar days after the date of such determination to offer to Bonners Ferry an alternative power sales contract without a CHWM.
- 4.4.3 Such alternative power sales contract shall be for the same purchase obligation in section 3 of this Agreement that is in effect at the time the notice under this section 4.4 is provided to BPA. Bonners Ferry acknowledges that the terms and conditions of such alternative power sales contract may vary from those contained in the CHWM Contract.
- 4.4.4 Bonners Ferry shall notify BPA in accordance with section 20 no later than 60 calendar days after the date of its receipt of such alternative power sales contract whether it will terminate its CHWM Contract and execute such alternative power sales contract, or retain its CHWM Contract. If Bonners Ferry fails to notify BPA within the 60-day period

of its decision regarding its CHWM Contract, BPA's offer of the alternative power sales contract without a CHWM shall be withdrawn as of the 61<sup>st</sup> day and Bonners Ferry will be conclusively presumed to have elected to retain its CHWM Contract.

4.4.5 If Bonners Ferry provides BPA timely notice of its election to terminate its CHWM Contract and executes the alternative power sales contract, service under such alternative power sales contract shall not commence until the beginning of the Rate Period immediately following the Rate Period in which the alternative power sales contract is executed. Termination of Bonners Ferry's CHWM Contract shall be effective at commencement of service under the alternative power sales contract.

**5. REVISIONS**

This exhibit shall be revised by mutual agreement of the Parties to reflect additional products Bonners Ferry purchases during the term of this Agreement.

**6. SIGNATURES**

The Parties have executed this revision as of the last date indicated below.

THE CITY OF BONNERS FERRY, IDAHO

UNITED STATES OF AMERICA  
Department of Energy  
Bonneville Power Administration

By \_\_\_\_\_

By \_\_\_\_\_

Name \_\_\_\_\_  
*(Print/Type)*

Name Michael R. Normandeau  
*(Print/Type)*

Title \_\_\_\_\_

Title Account Executive

Date \_\_\_\_\_

Date \_\_\_\_\_

(PSE-W:\power\CONTRACT\CUSTOMER\Bonners Ferry.cty\13010\Exh D\13010 Exh D R3.doc) 08/25/2015





September 5, 2015

City of Bonners Ferry  
P.O. Box 149  
Bonners Ferry, ID 83805

Dear City of Bonners Ferry,

Rod Weeks's North Idaho Type III Incident Management Team would like to express sincere appreciation for allowing our firefighters to use the shower facilities at your city pool. With the extremely active fire season, all mobile shower units were busy and unable to assist us. So we are very thankful that you could accommodate our fire fighters by providing them with a showering facility.

Your support is greatly appreciated!

Sincerely,

Rod Weeks  
Incident Commander  
North Idaho Type III Incident Management Team

**Locations, Dates, and Times**

**Idaho Falls**

October 28, 2015  
8:30 a.m. - 4:30 p.m.  
Shilo Inn Suites  
780 Lindsay Blvd.  
Idaho Falls, ID 83402

**Twin Falls**

October 29, 2015  
8:30 a.m. - 4:30 p.m.  
Red Lion Hotel Canyon Springs  
1357 Blue Lakes Blvd. N.  
Twin Falls, ID 83301

**Lewiston**

November 5, 2015  
8:30 a.m. - 4:30 p.m.  
Williams Conference Center  
Lewis-Clark State College  
4th Street and 9th Avenue  
Lewiston, ID 83501

**Boise**

November 20, 2015  
8:30 a.m. - 4:30 p.m.  
The Riverside Hotel  
2900 E. Chinden Blvd.  
Boise, ID 83714

\*Registration and refreshments will be from 8:00 to 8:30 am at all locations.

PRSR STD  
US POSTAGE  
PAID  
BOISE, ID  
PERMIT NO. 1

Idaho Department of Environmental Quality  
1410 N. Hilton  
Boise, ID 83706

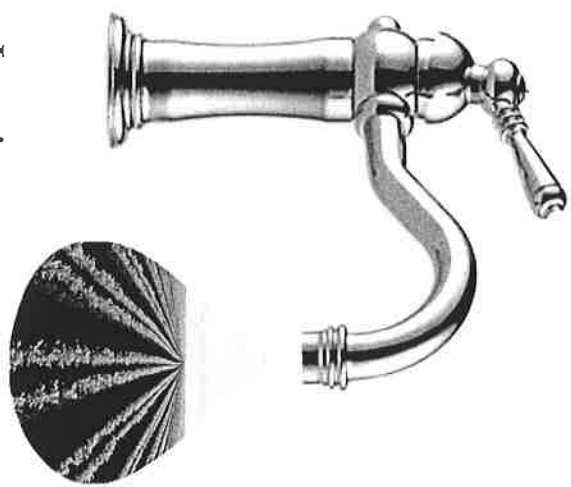


Printed on recycled paper. DEQ August 2015. PID 0205, CA 30060. Costs associated with this publication are available from the State of Idaho Department of Environmental Quality in accordance with Section 60-202, Idaho Code.

105529 T9-1779  
CITY CLERK AND COUNCILMEMBERS  
CITY OF BONNERS FERRY  
PO BOX 149  
BONNERS FERRY ID 83805-0149

**Source Water Protection  
Workshop:  
Addressing Nitrate in  
Drinking Water**

*Source Water Protection Training for  
Drinking Water Operators, Local  
Government Officials, and Certified  
Crop Advisors*



**Four Locations**

**October & November 2015**

Drinking Water Operator and Certified Crop Advisor CEUs Offered—Pending Approval

Idaho Department of Environmental Quality  
[www.deq.idaho.gov](http://www.deq.idaho.gov)



## Course Description

We all have a crucial role in protecting the source of drinking water in our communities. Information on source water protection (SWP) can be used to gain a better understanding of the activities public water systems, local government, producers, and communities can implement to protect their drinking water sources.

As an attendee, you will learn about ground water, SWP, soil health, and issues surrounding nitrate in our drinking water. The workshops will also highlight local and regional SWP-related case studies, in which nitrate concerns are being addressed. The goal of this workshop is for attendees to be able to use the information provided to better understand and protect the source water for their drinking water system and community.

This workshop is a **stand-alone workshop**. There are no prerequisites for this class.



## Course Content

Professional staff from the Idaho Department of Environmental Quality (DEQ), Idaho Department of Water Resources (IDWR), Idaho Department of Health and Welfare (IDHW), Idaho public health districts, Natural Resource Conservation Service (NRCS), and the University of Idaho (UI) as well as attorney Jerry Mason with the Association of Idaho Cities (AIC), will present information on the following topics:

- **Why SWP Matters! Current Drinking Water Legal Issues/News Stories**
- **Overview of Idaho's Aquifer Systems**
- **DEQ Source Water Protection Overview**
- **Water Quality Concerns—Nitrate Priority Areas in Idaho**
- **Potential Human Health Effects of Nitrate in Drinking Water**
- **Nitrate 101/Nitrogen in the Soil**
  - Nitrogen losses from agriculture production
  - Research data
- **Soil Health**
  - Soil Health Demonstrations and Soil Health Basics
  - How Do I Know If My Soil Is Healthy?
- **Local SWP examples—what is being done to address nitrate in ground water/drinking water**

## Course Registration

The cost of the workshop is \$40 if you preregister online and \$50 if you register at the door. Lunch and snacks are included. Seating is limited, so register early!

### Who should attend?

- Public drinking water system operators, supervisors, managers, and directors
- Certified Crop Advisors and producers
- Local government officials and staff who deal with land uses that can influence ground water quality:
  - Planning and zoning officials
  - Mayors and city council members
  - County commissioners

### Registration

To register (and view the full agenda), visit: [www.deq.idaho.gov/2015-swp-workshop](http://www.deq.idaho.gov/2015-swp-workshop)

For more information, contact Kathryn Elliott at (208) 373-0191 or [Kathryn.Elliott@deq.idaho.gov](mailto:Kathryn.Elliott@deq.idaho.gov).

### Continuing Education Units

The workshops are pending approval for 0.6 drinking water continuing education units (CEUs) and 6.0 Certified Crop Advisor CEUs. Attendees must attend the entire workshop to receive CEUs. Partial Credit will not be offered.

# 2015 National Fallen Firefighters Proclamation

Whereas, the United States Congress and the President of the United States have designated the day of the annual National Fallen Firefighters Memorial Service as a day to honor firefighters and emergency services personnel who have sacrificed their lives to save others by lowering the American flag on all federal buildings to half-staff; and Whereas, an average of 100 firefighters courageously make the ultimate sacrifice in the line of duty each year; and

Whereas, the events of September 11, 2001, brought national attention to the duties, responsibilities, hazards, and sacrifices faced by fire and emergency services personnel on a daily basis; and

Whereas, firefighters and emergency services personnel play an essential role in the protection of lives and property in our local community, especially brought home to us here in Boundary County by the courageous and tireless work of hundreds of first responders during the recent Parker Ridge fire; and

Whereas, the National Memorial Service marks the beginning of the annual Fire Prevention Week observance; and

Whereas, it is of major importance that we increase our efforts to reduce deaths, injuries, and property losses from fire;

Therefore, I, David Anderson of the City of Bonners Ferry, Idaho, now call upon all citizens of the City of Bonners Ferry and upon all patriotic, civic, and educational organizations to observe the day of October 4, 2015, in recognition of the patriotic service and dedicated efforts of our fire and emergency services personnel by lowering American flags on all buildings to half-staff. I encourage appropriate services and ceremonies in which all of our citizens may participate to honor fire and emergency services personnel, past and present, who, by their faithful and loyal devotion to duties, have rendered invaluable service to our community and its citizens.

I further call upon citizens of the City of Bonners Ferry to remember all fire and emergency personnel who have made the ultimate sacrifice in service to their community and to pay respect to the survivors of our fallen heroes.

In witness thereof, I have hereto set my hand and caused the Seal of the City of Bonners Ferry to be affixed.