

## **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 August 21, 2012 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**

Luke Omodt, Kody Rice, Evan Moe, Makayla Fairchild – Homecoming Parade and Curfew Extension  
John O'Connor – Downtown Street Events

### **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. Approve August 7, 2012 Council Meeting Minutes
5. City - Approval for Kris Larson to Attend ICCTFOA Conference in Coeur d'Alene from September 19-21, 2012 (attachment)

### **OLD BUSINESS**

### **NEW BUSINESS**

6. City – Approve Homecoming Parade on September 21, 2012 and Extend Curfew for Homecoming Dance on September 22, 2012 (attachment)
7. Water – Presentation by Necia from Welch Comer on Municipal Rates/Cap Fees
8. Fire – Appoint Todd Savage and Richard Beau Armstrong to the Fire Department

9. City – Accept Termination of Attorney Wilson's Contract (attachment)
10. Water/Sewer – Approval to Send Letter to John Griffin Regarding Hire Date (attachment)
11. City – Approval to Advertise for Head Lifeguard (attachment)
12. Electric – Authorize Mayor to Sign Contract with Northwest Dynamics Inspection Services, Inc. for Aerial Apparatus Inspection (attachment)
13. Electric – Authorize Mayor to Sign Contract for Engineering Services for Inundation Study for the Hydro (attachment)
14. Electric – Authorize Mayor to Sign Revision No. 7 of Exhibit A, Table 1 (Revision) of the Network Integration transmission Service Agreement No. 01TX-10411 with Bonneville Power Administration (attachment)
15. City – Approval to Hire Nancy Strickland for Fiber to the Home Project Contract Review (attachment)
16. City – Authorize Mayor to Sign Contract with Inland Vegetation Management for Dike Maintenance (attachment)
17. City – Discuss Sidewalks

#### **EXECUTIVE SESSION PURSUANT TO IDAHO CODE 67-2345, SUBSECTION 1**

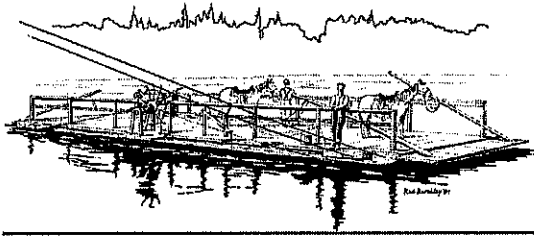
- (a) Consider hiring a public officer, employee, staff member or individual agent.
- (b) Consider the evaluation, dismissal or disciplining of, or to hear complaints or charges brought against, a public officer, employee, staff member or individual agent, or public school student.
- (c) Conduct deliberations 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 3, title 9, 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.
- (g) 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**

18. Street – Vehicle Damage Claim (attachment)
19. Police – Claim for Damage (attachment)
20. Street – Idaho Transportation Department Meeting on August 22, 2012 at 2:00 p.m. at Visitor Center



## CITY OF BONNERS FERRY

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

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# Memo

To: Mayor and City Council  
From: Kris Larson, Clerk/Treasurer  
Date: 8/17/2012  
Re: ICCTFOA Conference

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I would like to attend the ICCTFOA Conference in Coeur d'Alene from September 19-21, 2012. There would be no expense for lodging as I will stay with my daughter in Spokane Valley.

The estimated costs to be paid from the Clerk's budget are as follows:

Mileage	\$ 111.00
Registration	190.00
	_____
Total	\$ 301.00

If you have any questions please call me at 267-0351.

Thank you.

*Kris*

# TENTATIVE AGENDA

*\*\*This is a preliminary agenda and is subject to change*

## Wednesday, September 19

- 7:00 a.m. Registration Opens
- 9:00 - 11:30 a.m. **Opening General Session: Back to the Basics: A Focus on the Fundamentals**
- Noon - 1:30 p.m. **Luncheon General Session-Best Practices: Rate Setting, Billing & Collection**
- 1:45 - 2:45 p.m. **General Session: PERSI**
- 3:30 - 4:30 p.m. **Concurrent Workshops**
- Ordinances & Resolutions
  - Internal Controls
  - Social Media
- 4:45p.m. **District Meetings**
- 6:00 - 9:00 p.m. **Dinner @ Triple Play**

1:30 - 2:30 p.m.

### Concurrent Workshops

- Treasurers 101
- Living with Purpose, Passion and Pizazz

2:45 - 3:45 p.m.

### Concurrent Workshops

- ABCs of Licenses & Permits
- Roles & Responsibilities

4:00 -5:00 p.m.

### General Session: Purchasing

6:00 - 8:00 p.m.

### Annual Awards Banquet

## Friday, September 21

7:30 a.m.

### Breakfast Buffet Opens

8:00 - 9:15 a.m.

### Breakfast General Session: Property Taxes: Past, Present & Future

9:30 - 10:30 a.m.

### Concurrent Workshops

- Agendas, Notices & Minutes
- Budgeting Best Practices
- ADA Compliance

10:45 - 11:45 a.m.

### Concurrent Workshops

- Meetings & Public Hearings
- Banking Best Practices
- Civic Engagement in a Digital World

Noon - 1:30 p.m.

### Luncheon General Session- Building the Public Trust: Ethics in Government

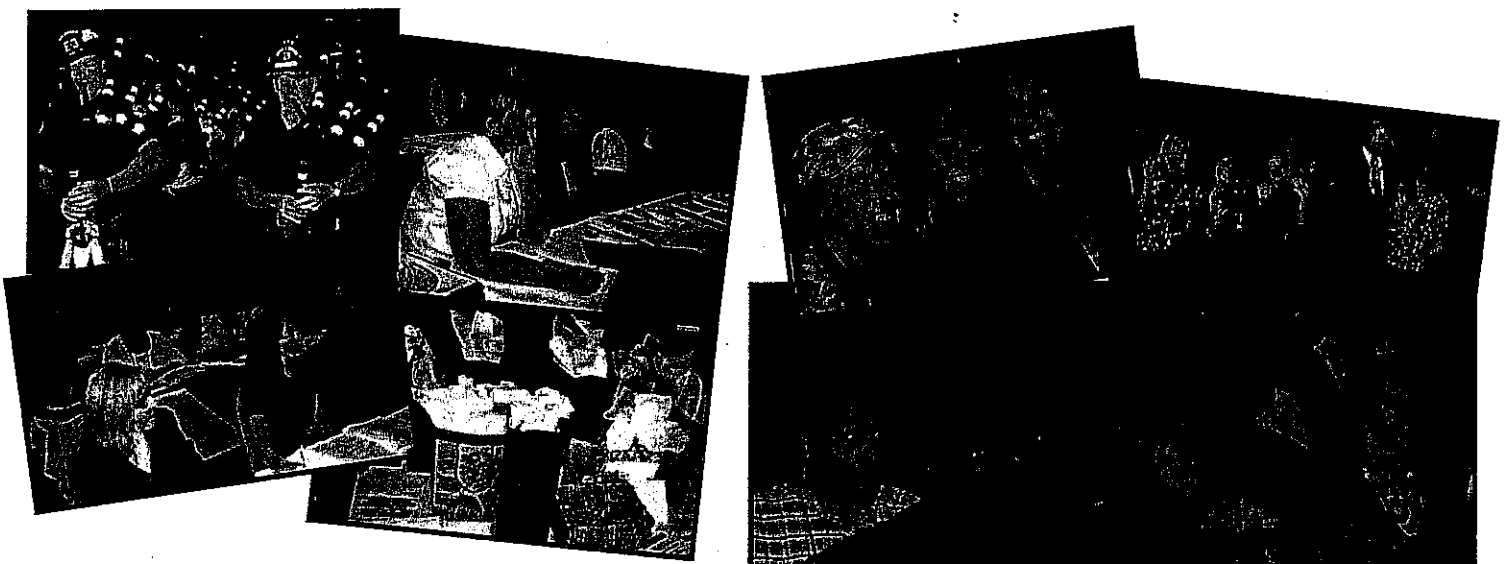
1:30 p.m.

### Institute Adjourns

## Thursday, September 20

- 7:30 - 9:30 a.m. **Breakfast Networking General Session: Hot Topics**
- 9:30 - 11:00 a.m. **Concurrent Workshops**
- Payroll
  - Clerks 101
  - Grant Writing
- 11:30 a.m. - 1:15 p.m. **Luncheon General Session: Mark Towers - Making Yourself an Indispensable Public Servant**

CHECK THE AIC WEBSITE FOR REGULAR UPDATES AT [www.idahocities.org/aicetfoa](http://www.idahocities.org/aicetfoa)



City of Bonners Ferry  
Parade Permit Request

Applicant: Bonners Ferry High School Student Council  
(Organization)

Are you a non-profit: yes If yes, non-profit # \_\_\_\_\_

Do you have insurance for this event: yes Policy: \_\_\_\_\_

Address: 6485 Tamarack Lane, BE, ID 83805

Purpose: Homecoming Parade

Parade Date: 9-21-12 Time: 12:00 p.m

Describe parade route & include sketch: Will start at the fairgrounds, then the parade will go through down town and end up at the fairgrounds

- \* No throwing candy or items from other vehicles (must be handed out)
- \* No sirens during parade
- \* No-debris left on street. If animals are to be in the parade there must be someone designated to follow and clean up after them.

Special conditions: none

I request approval for the above parade, and agree to the terms and conditions. I am an authorized representative of the group making application.

Signature: [Signature] Title: Vice Principal / AD Phone: 267-3149 x204

Date of request: 8/16/12 (minimum of 30 days advanced notice required.)

Approved: Chief of Police: [Signature] Date: 8-17-12

Mayor: \_\_\_\_\_ Date: \_\_\_\_\_

**Fees Paid:**

Special Event Fee \$35.00	Waived <u>X</u>	Paid _____	Date : _____
Cleanup Fee \$100.00	Waived <u>X</u>	Paid _____	Date : _____



HOLD HARMLESS AGREEMENT, WAIVER, AND RELEASE

\*\*\* INITIAL EACH PARAGRAPH, SIGN AND RETURN THIS DOCUMENT WITH YOUR APPLICATION\*\*\*

\*\*\* PLEASE RETAIN A COPY FOR YOUR RECORDS \*\*\*

ACTIVITY: Homecoming Parade

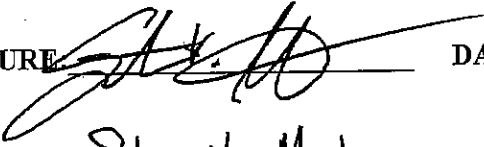
SM In consideration for being permitted by the **City of Bonners Ferry, Idaho** to participate in the above activity, I hereby waive, release, and discharge any and all claims for damages for personal injury, death, or property damage which I may have or which may hereafter accrue as a result of my participation in said activity. This release is intended to discharge and indemnify, in advance, the **City of Bonners Ferry, Idaho** (its officers, employees, and agents) from and against any and all liability arising out of or connected in any way with my participation in said activity, even though that liability may arise out of negligence or carelessness on the part of the **City of Bonners Ferry, Idaho** (its officers, employees or agents).

SM I further agree that this hold harmless agreement further binds any corporation, person and/or entity which I may own, represent or be an agent for, throughout the activity, to include preparation and conclusion activities. It is my express intent that this Acknowledgement of Risk and Waiver of Liability shall serve as a release, discharge and assumption of risk for my heirs, estate, executor, administrator, assignees and all members of my family

SM I understand that the above activity may be of a hazardous nature and/or include physical and/or strenuous exercise or activity, that serious accidents occasionally occur during the above activity; and that participants in the above activity occasionally sustain mortal or personal injuries and/or property damages as a consequence thereof. Knowing the risks involved, nevertheless, I have voluntarily applied to participate in said activity, and I hereby agree to assume any and all risks of injury or death and to release, indemnify and hold harmless the **City of Bonners Ferry, Idaho** (its officers, employees, and agents) who through negligence, carelessness, or any other act or omission might otherwise be liable to me. I further understand and agree that this waiver, release, and assumption of risks is to be binding on my heirs and assigns.

SM I further agree to indemnify and to hold the **City of Bonners Ferry, Idaho** (its officers, employees and agents) free and harmless from any loss, liability, damage, cost, or expense which they may incur as a result of any injury and/or property damage that I may sustain while participating in said activity.

SM I HAVE CAREFULLY READ THIS HOLD HARMLESS AGREEMENT, WAIVER, AND RELEASE AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN THE **CITY OF BONNERS FERRY, IDAHO**, AND MYSELF AND I SIGN IT OF MY OWN FREE WILL. (Each participant / vendor must personally sign).

SIGNATURE  DATE: 16 August 2012

PRINT NAME: Steven V. Morton ADDRESS: \_\_\_\_\_

TELEPHONE # 267-3149 x 204

ARIZONA STREET

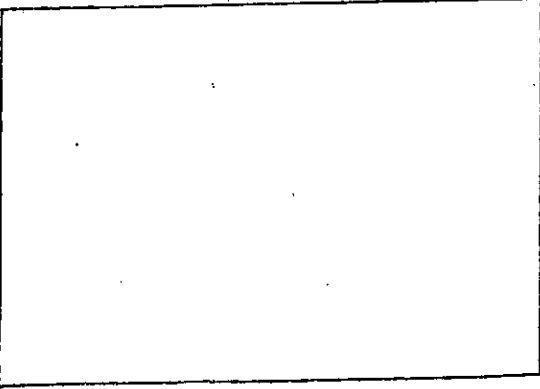
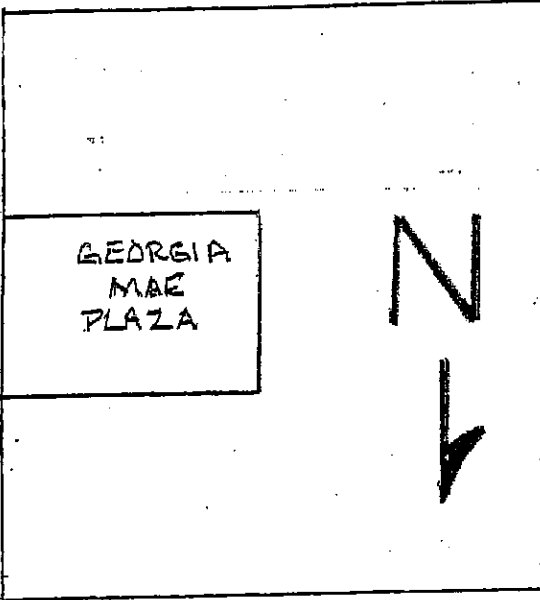
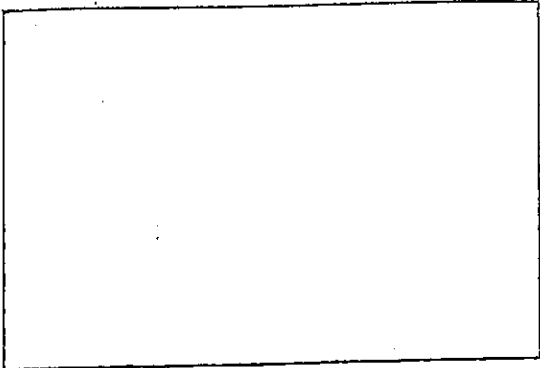
KOOTENAI STREET

MAIN STREET

FIRST STREET

BONNER STREET

TO FAIRGROUNDS →



GEORGIA  
MAE  
PLAZA



**RECEIVED**

**AUG 13 2012**

**CITY OF BONNERS FERRY**

August 13, 2012

City of Bonners Ferry  
P.O. Box 149  
7232 Main  
Bonners Ferry, ID 83805

Hand Delivered to City Clerk's Office

To Mayor Anderson and the City Council of Bonners Ferry:

In accordance with paragraph 5(a) & (b) of the City contract, I am informing the City of Bonners Ferry that I am terminating my representation in all capacities effective September 30, 2012. The final payment of the city to the law firm will be in October for those services of September.

City files that are still active will be delivered to the City on August 31, 2012. I will be informing the courts, and any council which I may be dealing with on behalf of the City, of this upcoming change.

Any active City criminal files, which have not had a substitution of counsel by October 1, 2012, in which I have already appeared, will be billed under my standard client rate. Any new City cases as of that date will be the responsibility of the new City Prosecutor.

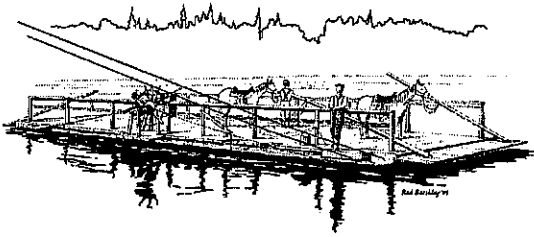
I wish the City the best in its future endeavors. If there are any questions or concerns, please contact me.

Sincerely,



Timothy B. Wilson  
Attorney at Law





# MEMO

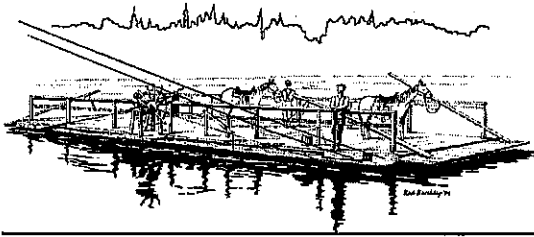
CITY OF BONNERS FERRY  
CITY ADMINISTRATOR

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Date: 16 August 2012  
To: City Council  
From: Stephen Boorman, City Administrator  
Subject: Water and Sewer Superintendent Hire.

It is my recommendation that we send the attached letter. The timing is due to the resignation of David Sims.

*STB*



## CITY OF BONNERS FERRY

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

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16 August 2012

Mr. John Griffin  
4519 Saguaro Drive  
Pasco, WA 99301

Subject: Water/Sewer Job Position.

Dear Mr. Griffin:

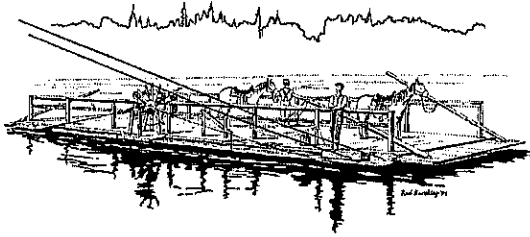
We have previously discussed that the City would like to employ you starting January 2013. Due to changes here at the City we have an interest in employing you prior to that time. Please let us know if this will work with your existing schedule and if so, what is your desired start date.

Please call me at 267-0357 with any questions.

Sincerely,

*SJB*

Stephen Boorman  
City Administrator



# MEMO

CITY OF BONNERS FERRY  
CITY ADMINISTRATOR

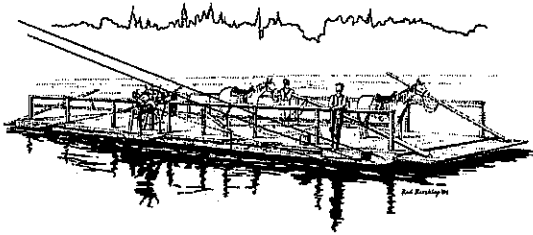
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Date: 16 August 2012  
To: City Council  
From: Stephen Boorman, City Administrator  
Subject: Head Lifeguard Hire.

Our head lifeguard has advised that she does not desire to run the pool next year. First, I would like to thank Jasmine for her many years of service as she has done a great job for us.

Therefore, this memo is to request authorization to advertise for a new head lifeguard. It would be helpful to pick our next head lifeguard this fall so they can be ready to do the preliminary work next spring prior to the hiring of the regular guards.

*STB*



# MEMO

CITY OF BONNERS FERRY  
CITY ADMINISTRATOR

---

Date: 16 August 2012  
To: City Council  
From: Stephen Boorman, City Administrator  
Subject: Truck Testing Contract.

This memo is to recommend that the City enter into the Subject Contract for inspection of our aerial apparatus.

Northwest Dynamics has done our testing for a number of years.

*STB*

## INDEPENDENT CONTRACTOR AGREEMENT

AGREEMENT made between City of Bonners Ferry, a political subdivision of the state of Idaho, herein "ENTITY" and Northwest Dynamics Inspection Services, Inc., 232 Whitetail Lane, Whitefish, MT 59937 herein "CONTRACTOR",

THE PARTIES AGREE AS FOLLOWS:

1. **CONTRACT:** ENTITY hereby employs CONTRACTOR as an independent contractor to complete and perform the following project and work:

Annual inspection of Aerial Lift and Electric Boom Trucks

---

CONTRACTOR agrees to provide all materials and services for the project in accordance with the attached written specifications.

Specifications and scope of work will be provided to CONTRACTOR at beginning of work.

2. **TIME OF PERFORMANCE AND TERMINATION:** Parties agree that:

CONTRACTOR shall commence work on the project by \_\_\_\_\_, 20\_\_\_\_ and complete the project by \_\_\_\_\_, 20\_\_\_\_.

CONTRACTOR will work at various times as directed by the City from 22 August 2012 and continue until this Agreement is terminated by 30 days written notice by either party.

CONTRACTOR will work at various times as directed by the City from \_\_\_\_\_ and continue until \_\_\_\_\_ unless this Agreement is terminated with thirty (30) days written notice by either party.

3. **COMPENSATION:** ENTITY agrees to pay CONTRACTOR as compensation:

The sum of \$\_\_\_\_\_, payable upon receipt of materials, invoice and acceptance by ENTITY.

Total not to exceed \_\_\_\_\_. See attached bid proposal.

See Attached Proposal.

4. **INDEPENDENT CONTRACTOR:** The parties agree that CONTRACTOR is the independent contractor of ENTITY and in no way an employee or agent of ENTITY and is not entitled to workers compensation or any benefit of employment with the ENTITY. ENTITY shall have no control over the performance of this Agreement by CONTRACTOR or its employees, except to specify the time and place of performance, and the results to be achieved. ENTITY shall have no responsibility for security or protection of CONTRACTOR'S supplies or equipment. CONTRACTOR agrees to pay and be responsible for all taxes due from the compensation received under this contract.

5. **WARRANTY:** CONTRACTOR warrants that all materials and goods supplied under this Agreement shall be of good merchantable quality and that all services will be performed in a good workmanlike manner. CONTRACTOR acknowledges that it will be liable for any breach of this warranty.

6. **INDEMNIFICATION:** CONTRACTOR agrees to indemnify, defend, and hold harmless ENTITY, and its officers, agents and employees, from and against any and all claims, losses, actions, or judgments for damages or injury to persons or property arising out of or in connection with the acts and/or any performances or activities of CONTRACTOR, CONTRACTOR'S agents, employees, or representative under this agreement.

7. **INSURANCE:** CONTRACTOR agrees to obtain and keep in force during its acts under this agreement a comprehensive general liability insurance policy in the minimum amount of \$1,000,000 which shall name and protect CONTRACTOR, all CONTRACTOR'S employees, ENTITY and its officers, agents and employees, from and against any and all claims, losses, actions, and judgments for damages or injury to

persons or property arising out of or in connection with the CONTRACTOR'S acts. CONTRACTOR shall provide proof of liability coverage as set forth above to ENTITY prior to commencing its performance as herein provided, and require insurer to notify ENTITY ten (10) days prior to cancellation of said policy.

8. **WORKER'S COMPENSATION:** CONTRACTOR shall maintain in full force and effect worker's compensation for CONTRACTOR and any agents, employees, and staff that the CONTRACTOR may employ, and provide proof to ENTITY of such coverage or that such worker's compensation insurance is not required under the circumstances.

9. **COMPLIANCE WITH LAWS:** CONTRACTOR agrees to comply with all federal, state, city, and local laws, rules and regulations.

10. **ENTIRE AGREEMENT:** This is the entire agreement of the parties and can only be modified or amended in writing by the parties.

11. **ATTORNEY FEES:** Reasonable attorney fees shall be awarded to the prevailing party in any action to enforce this Agreement or to declare forfeiture or termination of this Agreement.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

ENTITY:

\_\_\_\_\_  
(Governmental Entity)

CONTRACTOR:

By \_\_\_\_\_  
(Name)

By \_\_\_\_\_  
Its \_\_\_\_\_

Its \_\_\_\_\_  
(Title or Office)

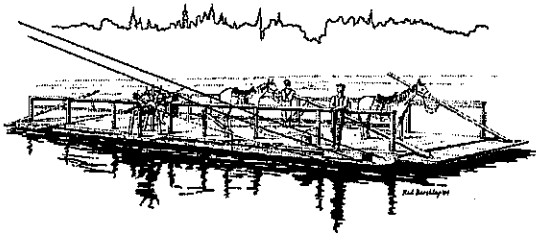
ATTEST:

\_\_\_\_\_  
Clerk of \_\_\_\_\_  
(County, City or other Governmental Entity)

WITNESS:

\_\_\_\_\_  
(Signature of Witness or Notary Public)

Form and content approved by \_\_\_\_\_ as attorney for \_\_\_\_\_  
(Governmental Entity).



# MEMO

CITY OF BONNERS FERRY  
CITY ADMINISTRATOR

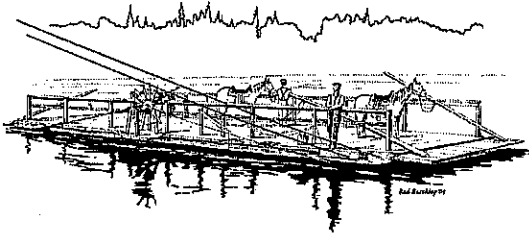
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Date: 16 August 2012  
To: City Council  
From: Stephen Boorman, City Administrator  
Subject: Engineering Services for Inundation Study.

FERC is requiring that the City do a new inundation study for the Hydro.

We may have a recommendation for this work by the council meeting. If not we will have a recommendation for the following council meeting.

SJB



# MEMO

CITY OF BONNERS FERRY  
CITY ADMINISTRATOR

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Date: 17 August 2012  
To: City Council  
From: Stephen Boorman, City Administrator  
Subject: BPA Transmission Contract.

This memo is to recommend that the City sign the attached Subject Contract. This contract will align contract with the BPA transmission tariff. In particular it removes the Customer Served Load (CSL) provision and replaces it with the Short Distance Discount (SDD). This is how the City is billed for demand charges in relationship to our generation.

*STB*





## Department of Energy

Bonneville Power Administration  
P.O. Box 61409  
Vancouver, WA 98666-1409

TRANSMISSION SERVICES

August 1, 2012

In reply refer to: TSE/TPP-2

Mr. Stephen Boorman, City Administrator  
City of Bonners Ferry  
P.O. Box 149  
Bonners Ferry, ID 83805

Dear Mr. Boorman:

Enclosed for your signature are two originals of Revision No. 7 of Exhibit A, Table 1 (Revision) of the Network Integration Transmission Service Agreement No. 01TX-10411 between the Bonneville Power Administration (BPA) and City of Bonners Ferry (Bonners Ferry).

This Revision removes expired Network Resource, BPA Power Services Agreement 00PB-12038, from Section 2(b) and removes Declared Customer Service Load from Section 9.

Please sign both originals of the enclosed Revision and return them to my attention no later than Close of Business on August 17, 2012, to one of the following addresses:

First Class Mail  
Bonneville Power Administration  
Mail Stop: TSE/TPP-2  
P.O. Box 61409  
Vancouver, WA 98666-1409

Overnight Delivery Service  
Bonneville Power Administration  
Mail Stop: TSE/TPP-2  
7500 NE 41<sup>st</sup> Street, Suite 130  
Vancouver, WA 98662

Upon receipt of the signed originals, BPA will execute both originals and return one executed original to Bonners Ferry.

If you have any questions or concerns, please telephone me at (360) 619-6254.

Sincerely,

Blake Weathers  
Transmission Account Executive  
Transmission Sales

2 Enclosures

**EXHIBIT A  
SPECIFICATIONS FOR  
NETWORK INTEGRATION TRANSMISSION SERVICE**

**TABLE 1, REVISION NO. 7  
TRANSMISSION SERVICE REQUEST**

Assign Ref is: 1801569 and 1801570

*This Exhibit A, Table 1, Revision No. 7 removes expired Network Recourse, BPA Power Services Agreement 00PB-12038, from Section 2(b) and removes Declared Customer Service Load from Section 9.*

**1. TERM OF TRANSACTION**

For Assign Ref(s): 1801569 and 1801570

Service Agreement Start Date: at 0000 hours on October 1, 2011.

Service Agreement Termination Date: at 0000 hours on October 1, 2031.

**2. NETWORK RESOURCES**

Pursuant to section 29.2 and 30.2 of Transmission Provider's Tariff, Transmission Customer has designated the following Network Resources:

(a) **Generation Owned by the Transmission Customer**

Resource Name	Start Date	Stop Date	Designated Capacity (MW)	Point of Receipt & Source	Balancing Authority	Associated Assign Ref
N/A						

(b) **Generation Purchased by the Transmission Customer**

Source (Contract No.) or Resource Name	Start Date	Stop Date	Designated Capacity (MW)	Point of Receipt & Source	Balancing Authority	Associated Assign Ref
BPA Power Services 09PB-13010	10/01/11	9/30/28	Net Requirements	BPAPOWER & FCRPS	BPAT	N/A

(c) **Local Resource Behind the Meter (owned or purchased)**

Resource Name	Start Date	Stop Date	Designated Capacity (MW)	Balancing Authority	Associated Assign Ref
Moyie Generation	10/01/11	10/01/31	4.4	BPAT	1801570

**3. POINT(S) OF RECEIPT**

**(a) Federal Generation Point(s) of Receipt**

**Transmission Customer Point of Receipt:** Federal Columbia River Power System (FCRPS);

**POR Number:** 3453;

**Balancing Authority:** BPAT;

**Location:** FCRPS;

**Voltage:** 500 kV;

**Metering:** scheduled quantity;

**Exceptions:** not applicable.

**(b) Non-Federal Generation Point(s) of Receipt**

**Transmission Customer Point of Receipt:** Moyie Bnrs Fry 13.8 kV;

**POR Number:** 471;

**Balancing Authority:** BPAT;

**Location:** the point in the City of Bonners Ferry Moyie Substation, where the 13.8 kV facilities of the Transmission Provider and the City of Bonners Ferry are connected;

**Voltage:** 13.8 kV;

**Metering:** in the City of Bonners Ferry Moyie Substation in the 13.8 kV circuit over which such electric power and energy flows;

**Exceptions:** not applicable.

**4. POINT(S) OF DELIVERY**

**(a) Description of Network Point(s) of Delivery**

**(1) Transmission Customer Point of Delivery:** Bonners Ferry 13.8-BNRF;

**BPA POD Name:** BONNERSFERRY;

**BPA POD Number:** 78;

**Balancing Authority:** BPAT;

**Location:** the point in the Transmission Provider's Bonners Ferry Substation, where the 13.8 kV facilities of the Transmission Provider and the City of Bonners Ferry are connected;

**Voltage:** 13.8 kV;

**Metering:** in the Transmission Provider's Bonners Ferry Substation in the 13.8 kV circuit over which such electric power flows;

(A) **BPA Meter Point Name:** Bonners Ferry In;

**BPA Meter Point Number:** 824;

**Direction for Billing Purposes:** negative;

**Manner of Service:** direct, the City of Bonners Ferry to the Transmission Provider;

(B) **BPA Meter Point Name:** Bonners Ferry Out;

**BPA Meter Point Number:** 823;

**Direction for Billing Purposes:** positive;

**Manner of Service:** direct, the Transmission Provider to the City of Bonners Ferry;

**Metering Loss Adjustment:** not applicable;

**Exceptions:** the amount of power and energy delivered will be determined by adjusting metered amounts to account for the transfer of energy from Moyie POD to Bonners Ferry POD.

(2) **Transmission Customer Point of Delivery:** North Bench 13.8-BNRF;

**BPA POD Name:** BONNERSFERRY;

**BPA POD Number:** 890;

**Balancing Authority:** BPAT;

**Location:** the point in the Transmission Provider's North Bench Substation, where the 13.8 kV facilities of the Transmission Provider and the City of Bonners Ferry are connected;

**Voltage:** 13.8 kV;

**Metering:** in the Transmission Provider's North Bench Substation in the 13.8 kV circuit over which such electric power flows;

(A) **BPA Meter Point Name:** North Bench In;

**BPA Meter Point Number:** 2248;

**Direction for Billing Purposes:** negative;

**Manner of Service:** direct, the City of Bonners Ferry to the Transmission Provider;

(B) **BPA Meter Point Name:** North Bench Out;

**BPA Meter Point Number:** 1618;

**Direction for Billing Purposes:** positive;

**Manner of Service:** direct, the Transmission Provider to the City of Bonners Ferry;

**Metering Loss Adjustment:** not applicable;

**Exceptions:**

- (i) The amount of power and energy delivered will be determined by adjusting metered amounts to account for the transfer of energy from the Moyie POD to Bonners Ferry POD;
- (ii) Electric service is provided over the Transmission Provider's facilities, the City of Bonners Ferry's 5 miles of 115 kV line (from Moyie tap to the midpoint on the Moyie Springs-North Bench 115 kV line) and the 2.25 miles of 115 kV line owned by Northern Lights, Inc. (from midpoint on the Moyie Springs-North Bench line to the North Bench Substation);
- (iii) Metering shall be bidirectional due to the fact that Moyie Generation can be integrated at this POD.

(3) **Transmission Customer Point of Delivery:** Moyie Bnrs Fry  
13.8 kV;

**BPA POD Name:** BONNERSFERRY;

**BPA POD Number:** 471;

**Balancing Authority:** BPAT;

**Location:** the point in the City of Bonners Ferry's Moyie Substation, where the 13.8 kV facilities of the Transmission Provider and the City of Bonners Ferry are connected;

**Voltage:** 13.8 kV;

**Metering:**

(A) in the City of Bonners Ferry's Moyie Substation, leased by the Transmission Provider, in the 13.8 kV circuit over which such electric power flows;

(i) **BPA Meter Point Name:** Moyie In;

**BPA Meter Point Number:** 712;

**Direction for Billing Purposes:** negative;

**Manner of Service:** direct, the City of Bonners Ferry to the Transmission Provider;

(ii) **BPA Meter Point Name:** Moyie Out;

**BPA Meter Point Number:** 763;

**Direction for Billing Purposes:** positive;

**Manner of Service:** direct, the Transmission Provider to the City of Bonners Ferry;

(iii) **BPA Meter Point Name:** Moyie/NL Out;

**BPA Meter Point Number:** 1543;

**Direction for Billing Purposes:** negative;

**Manner of Service:** direct, the City of Bonners Ferry to the Transmission Provider;

(B) in the City of Bonners Ferry's Moyie Hydro Substation the 13.8 kV circuit over which such electric power flows;

(i) **BPA Meter Point Name:** Moyie Dam In;

**BPA Meter Point Number:** 2676;

**Direction for Billing Purposes:** positive;

**Manner of Service:** direct, the Transmission Provider to the City of Bonners Ferry;

(ii) **BPA Meter Point Name:** Moyie Dam Out;

**BPA Meter Point Number:** 2677;

**Direction for Billing Purposes:** negative;

**Manner of Service:** direct, the City of Bonners Ferry to the Transmission Provider;

**Metering Loss Adjustment:** not applicable;

**Exceptions:**

(i) The City of Bonners Ferry load at the Moyie Bnrs Fry 13.8 kV POD is determined by adding the metered totals for the Moyie generation and Moyie OUT meter #763, then subtracting the Moyie IN meter #712, and the amount of power and energy delivered to Northern Lights, Inc.'s Moyie feeder (meter #1543);

(ii) Electrical service is provided over the Transmission Provider's facilities, and the City of Bonners Ferry 2.8 miles of 115 kV transmission line from the Moyie Tap to the Transmission Provider's transformation in the City of Bonners Ferry Moyie Substation.

(b) **Description of Transfer Point(s) of Delivery**  
Not applicable. See section 4(a).

5. **NETWORK LOAD**

The Application provides the Transmission Customer's initial annual load and resource information. Annual load and resource information updates shall be submitted to the Transmission Provider at the address specified in Exhibit B (Notices), by September 30<sup>th</sup> of each year, unless otherwise agreed to by the Transmission Provider and the Transmission Customer.

6. **DESIGNATION OF PARTY(IES) SUBJECT TO RECIPROCAL SERVICE OBLIGATION**

Transmission Customer and its affiliates (if they own or control transmission facilities).

7. **NAMES OF ANY INTERVENING SYSTEMS PROVIDING TRANSMISSION SERVICE**

Not applicable.

8. **SERVICE AGREEMENT CHARGES**

Service under this Agreement shall be subject to some combination of the charges detailed below. (The appropriate charges for transactions will be determined in accordance with the terms and conditions of the Tariff.)

8.1 **Transmission Charge**

Network Integration Rate Schedule, or its successor, in effect at the time of service.

**Short Distance Discount**

The following Designated Network Resource(s) are eligible for the Short Distance Discount subject to the 2012 Transmission and Ancillary Service Rate Schedules (or, if not yet in effect, the applicable Rate Schedules) or successor Rate Schedules.

**Moyie Generation**

**Transmission Distance:** 0.0 Circuit Miles.

8.2 **System Impact and/or Facilities Study Charges**

System Impact and/or Facilities Study Charges are not required for service under this Agreement.

8.3 **Direct Assignment Facilities Charges**

Facilities Charges are not required at this time for the service under this Agreement.

8.4 **Ancillary Service Charges**

Described in Exhibit A, Table 2 (Ancillary Service Charges) of this Agreement.

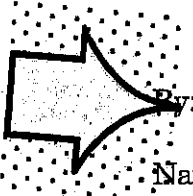


9. **OTHER PROVISIONS SPECIFIC TO THIS SERVICE AGREEMENT**  
Not applicable.

10. **SIGNATURES**  
The Parties have executed this Exhibit as of the last date indicated below.

CITY OF BONNERS FERRY

UNITED STATES OF AMERICA  
Department of Energy  
Bonneville Power Administration



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

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

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

Name: Blake Weathers  
(Print / Type)

Title: \_\_\_\_\_

Title: Transmission Account Executive

Date: \_\_\_\_\_

Date: \_\_\_\_\_

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My 1st Report of an Incident/Accident  
(To be completed by the Risk Manager and sent to ICRMP)



# VEHICLE DAMAGE

(Damage to YOUR Vehicles Insured by ICRMP)

Name of Our Entity: <i>City of Bonners Ferry</i>
Address: <i>P.O. Box 149, Bonners Ferry, ID 83805</i>
Phone #: <i>(208) 267-3105</i>
Date Incident Occurred: <i>8-6-12</i>
Where did the Incident Occur? <i>City Yard 6362 Washington St., Bldg. A</i>
Describe What Happened: <i>Towing a dump truck with a loader to the street shop. When pulling close to the shop the loader pivoted &amp; loader bucket hit the rear side panel of GMC pickup.</i>
Who reported the claim to you? <i>John Youngwirth</i>
Department Involved in Incident: <i>Street</i>
Employee(s) Involved in Incident: <i>John Youngwirth</i>
Make, Model & VIN # Of Our Vehicle Or Equipment Involved: <i>2000 GMC Pickup 1GTHK34R94R137663</i>
Date Signed: <i>8-15-12</i>
Risk Manager Signature: <i>Kris Larson, Clerk/Treasurer</i>

(Please attach any additional documentation you deem necessary)

My 1st Report of an Incident/Accident  
(To be completed by the Risk Manager and sent to ICRMP  
when a CLAIM is filed against you.)

# Liability Claim

## Injury or Property Damage to Others

Name of Our Entity:	City of Bonners Ferry
Address:	P.O. Box 149, Bonners Ferry, ID 83805
Phone #:	(208) 267-0351
Date Incident Occurred:	8-15-12
Where did the Incident Occur?	7232 Main Street (outside City Hall)
Has a Tort Claim been filed? <small>No</small> If so, When?	
Describe What Happened:	Officer Chris Langan was getting out of Rick Alonzo's Jeep when his Knife clip caught & ripped the passenger seat upholstery.
Who reported the claim to you?	Rick Alonzo
Department Involved in Incident:	Police
Employee(s) Involved in Incident:	Chris Langan
Date Claim for Damage received in writing:	8-15-12
Date Signed:	8-15-12
Risk Manager Signature:	Kris Larson, Clerk/Treasurer

(Please attach any additional documentation you deem necessary)

*Filed 8-15-12*

# CLAIM FOR DAMAGE OR INJURY

(NOTE: It is a requirement that this form, if used, be presented to and filed with the clerk or secretary of the public entity involved. This form is being provided as a courtesy to assist you in filing your claim. Providing this form to you is not an admission nor shall it be construed to be an admission of liability or an acknowledgement of the validity of a claim by the political subdivision. Legal requirements for filing claims can be found in Title 6, Chapter 9, Idaho Code. All claims must be filed promptly, in writing!)

RECEIVED  
AUG 15 2012

Name: <u>Rick ALONZO</u>	CITY OF BONNERS FERRY	Phone Number: (Home) <u>208 267-2103</u> (Work) _____
Current Address: <u>P.O. BOX 101 BONNERS FERRY, ID. 83805</u>		
Address for the Six Months Immediately Prior to the Date the Damage or Injury Occurred: <u>SAME</u>		
Date <u>Damage</u> or Injury Occurred: <u>08-15-12</u>	Time: <u>1000</u>	<u>(A.M.)</u> or P.M.
Location of Occurrence: <u>7232 MAIN ST. BONNERS FERRY, ID. 83805</u>		
Any Injuries? <u>NO</u> If so, what type?		
Describe How Damage or Injury Occurred: <u>OFFICER CHRIS LANGAN, BONNERS FERRY POLICE, WAS GETTING OUT OF MY 2010 JEEP WRANGLER AND THE POCKET CLIP ON HIS KNIFE TORE THE UPHOLSTERY ON THE PASSENGER SEAT.</u>		

I hereby certify that I have read the above information and it is true and correct to the best of my knowledge.

I hereby make a claim against CITY OF BONNERS FERRY  
a public entity, for DAMAGE TO SEAT (damage, injury, etc.)  
in the amount of \_\_\_\_\_

DATE: 08-15-12

SIGNATURE: Rick Alonzo

*Dated 8-15-12*