

### **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**

Bonnors 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**  
**Bonnors Ferry City Hall**  
**7232 Main Street**  
**267-3105**  
**December 17, 2013**  
**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**

### **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 December 3, 2013 Council Meeting Minutes
5. Attorney – Consider Approval for Andrakay Pluid to Attend IPAA Winter Conference

### **OLD BUSINESS**

### **NEW BUSINESS**

6. City – Approve 2014 Beverage Licenses (Attachment)
7. Electric – Authorize Mayor to Sign Change Order #1 on Moyie Power Plant Unit 3 Repair(Attachment)
8. City – Authorize Mayor to Sign Space Rental Agreement with Selkirk Loop (Attachment)
9. City – Discuss Purchase of Automotive Scanner (Attachment)
10. Police – Approve Recommendation to Hire Police Secretary
11. Police – Approve Use of Chaplain Corp. Program (Attachment)
12. Street – Authorize Submission of Augusta St. Sidewalk & Drainage Grant (Attachment)

13. Police/Fire – Discuss Kootenai Tribe Fire/Law Enforcement Contract (Attachment)

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

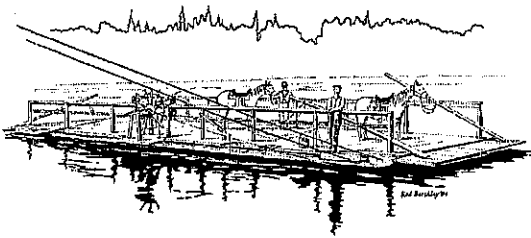
- (a) Consider hiring a public officer, employee, staff member or individual agent.
- (b) Consider the evaluation, dismissal or disciplining of, or to hear complaints or charges brought against, a public officer, employee, staff member or individual agent, or public school student.
- (c) Conduct deliberations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

- 14. City – Claim for Damage – John Marquette (Attachment)
- 15. City – Claim for Damage – Andy Howe (Attachment)
- 16. City – Legislation Enabling Cities to Own & Operate Fiber Installation
- 17. City – Columbia River Treaty US Entity Regional Recommendation



# MEMO

OFFICE OF THE CITY ATTORNEY  
CITY OF BONNERS FERRY

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December 9, 2013


TO: Mayor and City Council

FROM: Andrakay Pluid

RE: IPAA Winter Conference Travel Request

I would like to ask for Council approval to attend the Idaho Prosecuting Attorney's Association Winter Conference in Boise on February 5, 6, and 7. The Council previously approved a membership in IPAA for the City Attorney; this membership covers the cost of attending the conference itself. Thus, I would be requesting the City to cover the cost of airfare from Spokane to Boise as well as a 2 night hotel stay.

These types of conferences are extremely useful, especially for newer prosecutors, to keep current on new changes in Idaho criminal law, as well as to explore "old" concepts more in-depth.

  
Andrakay Pluid

The Idaho Prosecuting Attorneys Association

2014 WINTER CONFERENCE

February 5th - 7th

The Grove Hotel, Boise Idaho

Registration Deadline: January 24th

Name: \_\_\_\_\_

Preferred first name for name badge: \_\_\_\_\_

Title & Office: \_\_\_\_\_

Email: \_\_\_\_\_ ISB# \_\_\_\_\_

IPAA is offering conference materials electronically on a flash drive or printed in a binder. Those selecting electronic materials are responsible for bringing a laptop to the conference. Please indicate your preference:

Electronic \_\_\_ Binder \_\_\_

Tuesday - February 4th  
 Board Meeting - IPAA Board Members Only

Wednesday - February 5th  
 Conference Classes: 8:30a.m. to 5:00p.m.  
 Business Luncheon - Elected Prosecutors Only  
 Legislative Evening Social - Please join us!

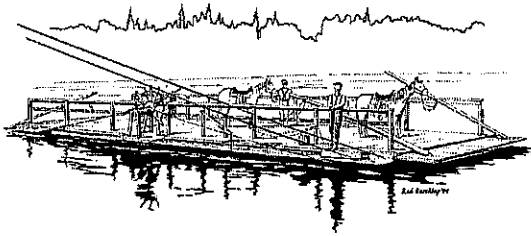
Thursday - February 6th  
 Conference Classes: 8:30a.m. to 5:00p.m.  
 President's Reception - Please join us!

Friday - February 7th  
 Conference Classes: 8:30a.m. to 4:00p.m.

ACCOMODATIONS: The association has obtained government rates of \$83.00 for attendees at the conference site, The Grove Hotel. To receive these rates you must make your reservations by January 14, 2014. To make reservations contact the hotel directly at (888) 961-5000. Please be sure to indicate attendance to the IPAA Winter Conference to obtain the government rate.

Please return this registration form to:  
Idaho Prosecuting Attorneys Association  
417 S 6th, Boise, ID 83702 or Fax: (208) 577-4449 or E-Mail: JJordan@ipaa.us





# MEMO

CITY OF BONNERS FERRY  
CITY ADMINISTRATOR

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Date: 13 December 2013  
To: City Council  
From: Stephen Boorman, City Administrator  
Subject: Change Order for the Rebuild on Unit 3 at the Power Plant.

This memo is to recommend that the Council approve the attached change order for the amount of \$8,105. This is to have the rotor and stator taken to Riverside's shop and to have the winding insulation completely refurbished. This change order is largely driven by the fact that the contractor that was afforded this bid has a shop with more capability than we have previously used.

Further, by council meetings we may have the recommendations for which bid alternates to approve. These will be based on the bearing conditions and their shop measurements.

SJB

# CHANGE ORDER

No. 1

DATE OF ISSUANCE 6 December 2013

EFFECTIVE DATE 5 December 2013

OWNER: City of Bonners Ferry

CONTRACTOR: Riverside Inc.

Project: CITY OF BONNERS FERRY MOYIE POWERPLANT UNIT 3 REPAIR

You are directed to make the following changes in the Contract Documents:

Qty	Description	Unit Price	Sub-total
1	Dip & Bake Rotor and Stator including labor and cleaning	4,300.00	4,300.00
1	Precision Dynamic Balance Rotor	640.00	640.00
2	Onsite Labor to prep and transport rotor and stator, including per diem	1,200.00	2,400.00
1	Labor to transport cart necessary for removal of rotor and stator	765.00	765.00
<b>Total</b>			<b>8,105.00</b>

CHANGE IN CONTRACT PRICE:	
Original Contract Price	
\$ <u>58,800.00</u>	
Net Increase (Decrease) from previous Change Orders No. <u>   </u> to <u>   </u> :	
\$ <u>0</u>	
Contract Price prior to this Change Order:	
\$ <u>58,800.00</u>	
Net increase (decrease) of this Change Order:	
\$ <u>8,105.00</u>	
Contract Price with all approved Change Orders:	
\$ <u>66,905</u>	

APPROVED:

By: \_\_\_\_\_  
OWNER (Authorized Signature)

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

CHANGE IN CONTRACT TIMES:	
Original Contract Times:	
Substantial Completion: <u>60</u>	
Ready for final payment: _____	
(days or dates)	
Net change from previous Change Orders No. <u>   </u> to No. <u>   </u> :	
Substantial Completion: <u>N/A</u>	
Ready for final payment: _____	
(days)	
Contract Times prior to this Change Order:	
Substantial Completion: <u>60</u>	
Ready for final payment: _____	
(days or dates)	
Net increase (decrease) this Change Order:	
Substantial Completion: _____	
Ready for final payment: _____	
(days)	
Contract Times with all approved Change Orders:	
Substantial Completion: <u>60</u>	
Ready for final payment: _____	
(days or dates)	

ACCEPTED:

\_\_\_\_\_  
CONTRACTOR (Authorized Signature)

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



PO Box 720 Parma, Idaho 83660  
 Office 208.722.6731 Fax 208.722.6736  
 Email riverside@rsicorp.net

Customer ID	Quote Date
CITY BONNERS	12/5/2013
Attn	cc
Stephen Boorman	

<b>Quote Number</b>	MRQ1020
<b>Job Number</b>	4-013669
Quote By:	DANIEL CUSTER
PO #:	
RFQ #:	
Salesperson:	House Employee
Phone:	
Fax:	
Terms:	Due On Receipt

**Customer Information**

CITY OF BONNERS FERRY  
 PO BOX 149  
 7232 MAIN ST  
 BONNERS FERRY, ID 83805

**Ship To Information**

CITY OF BONNERS FERRY  
 Attn: Stephen Boorman  
 PO BOX 149  
 7232 MAIN ST  
 BONNERS FERRY, ID 83805

**Nameplate Information**

**Quote Information**

**Required Work:** CHANGE ORDER TO INCLUDE CLEAN, DIP AND BAKE STATOR AND ROTOR, PRECISION DYNAMIC BALANCE ROTOR, DELIVERY OF CART TO TRANSPORT ITEMS, AND ONSITE TIME FOR PREPPING AND TRANSPORTING STATOR AND ROTOR.

Labor	Unit Price	Ext Price
1 Dip & Bake Rotor and Stator including labor and cleaning	4,300.00	4,300.00
1 Precision Dynamic Balance Rotor	640.00	640.00
2 Onsite Labor to prep and transport rotor and stator, including per diem	1,200.00	2,400.00
1 Labor to transport cart necessary for removal of rotor and stator	765.00	765.00
<b>Total for Labor :</b>		<b>8,105.00</b>
<b>Tax :</b>		<b>0.00</b>
<b>Total for Quote MRQ1020 :</b>		<b>8,105.00</b>

Quote is valid for 30 days

**WE WILL NOT PROCEED ON REPAIRS / REPLACE UNTIL AUTHORIZATION IS RECEIVED!**

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

PO# ( IF NOT ALREADY ISSUED ):



## SPACE RENTAL AGREEMENT

AGREEMENT made between CITY OF BONNERS FERRY a political subdivision of the state of Idaho, herein "ENTITY" and THE INTERNATIONAL SELKIRK LOOP INC herein "USER",

THE PARTIES AGREE AS FOLLOWS:

1. USE OF PREMISES: ENTITY hereby rents to USER the use of approximately 125 square feet of storage space at a location in the back of the City Hall to be designated by the City. Access to be during regular business hours only. Commencing on July 1, 2012 and continuing until September 30, 2014.

USER agrees to pay ENTITY rent for said premises the sum of \$ 50 per month, payable the first day of each monthly period of this Agreement for the following month, together with a late fee of \$ 10 for each payment not paid when due. And, to provide a Bonners Ferry one half of a one half page ad in the Selkirk Loop travel guide at no cost to the City.

2. PURPOSE: USER agrees to use the above Premises solely for the purpose of promotion of the International Selkirk Loop, Boundary County Idaho, and the City of Bonners Ferry Idaho and for no other purpose.

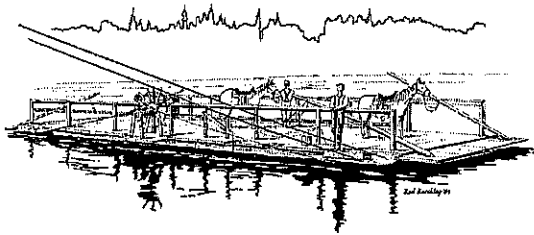
3. USE AND SECURITY: USER acknowledges that it will not invite the public upon the premises during this agreement and no City Hall keys will be issued to the USER. The USER understands that this lease agreement does not include any City personnel help for freight deliveries and handling of materials, or use of the City dumpster and recycling bins.

4. HOUSEKEEPING: USER agrees to keep their portion of the Premises clean and attractive at all times and return it to ENTITY in a good and clean condition. USER agrees not to alter the Premises or attach anything to the premises without first obtaining written approval of ENTITY. ENTITY will perform housekeeping.

5. INSURANCE: USER 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 USER, all USER'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 USER's acts. USER 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.

6. INDEMNIFICATION: USER 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 USER, USER's agents, employees, or representatives under this Agreement.

7. USE: USER agrees not to store, generate, use or bring upon the property hazardous waste as defined by applicable laws or otherwise use the property in a manner that will increase ENTITY's insurance rates for the property. The ENTITY will provide a nominal amount of storage at the other premises owned by the ENTITY.



# MEMO

CITY OF BONNERS FERRY  
CITY ADMINISTRATOR

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Date: 13 December 2013  
To: City Council  
From: Stephen Boorman, City Administrator  
Subject: Automotive Scanner.

This memo is to recommend the Council consider authorizing the purchase of a new Automotive Scanner. This is the diagnostic tool used to maintain vehicles with the Onboard Diagnostic System (OBD). These devices do need to be replaced every 3 to 5 years as we purchase later model vehicles.

The cost for the scanner recommended by our mechanic is \$10,476.

*STB*



Snap-on Tools Quote

Sold By: David Solis  
Address: 2542 W Timberlake Lp  
Coeur d Alene, ID 83815-

Sold To: CITY SHOP  
Address: 6362 WASHINGTON ST.  
BONNERS FERRY, ID 83805-

Quote Date - 12/4/2013 12:12:57

Account Type: RA  
Invoice #: 1204138635

Phone: 208-691-4710

Phone: 208-267-4384

Tax Exempt #:

PO #:

Part #	Qty	Description	Line Type	Price	Discount	Total	Tax
EEMS327EUA	1	VERUS PRO W/EURO	Sale	10,778.00	0.00	10,778.00	0.00
EETA113B	1	PTPII J2534 REPROGRAM V-VW	Sale	1,698.00	0.00	1,698.00	0.00
USED SOLUSPRO	-1 11.4		Trade In	2,000.00	0.00	-2,000.00	0.00

- Wear safety goggles
- Use the right tool
- Use the tool properly
- Maintain the tool regularly

SubTotal 10,476.00  
 0.00 % Tax 0.00  
 Freight 0.00  
 Grand Total 10,476.00

AccountType	Previous Balance	Purchases	Total	Payment	New Balance
RA	3,397.95	10,476.00	13,873.95	0.00	13,873.95

Your Next RA Payment Will Include: 0.00  
 Your Agreed Upon Weekly Payment Is: 329.53  
 Your Next RA Payment Will Be: 329.53

For value received, the Purchaser, as continuing security for the repayment of all obligations now or hereafter owing to the Franchisee, including, without limitation, the prompt payment, as and when due, of the purchase price of the PMSI Collateral (as hereinafter defined), and the performance of all of the obligations, covenants and warranties of the Purchaser to the Franchisee hereunder, hereby grants to the Franchisee a continuing specific and fixed purchase money security interest in all products supplied, sold or provided to the Purchaser by the Franchisee, including the tools listed above, and including all accretions, substitutions, replacements, additions and accessions thereto and all Proceeds thereof (the "PMSI Collateral"). I agree that the Franchisee named above or its assigns shall retain a Purchase Money Security Interest in the PMSI Collateral until I have made all the promised payments, at which time Franchisee's security interest shall be released. If I fail to make any of the payments specified, I agree to return the PMSI Collateral to the Franchisee or its assigns on demand. Until all payments are made, I agree to retain the PMSI Collateral in my possession in good condition and to notify the Franchisee of any changes in employment or home address. In the event that I fail to make the promised payments and the Franchisee must resort to civil litigation to obtain return of or payment for the PMSI Collateral, I shall be held responsible for the costs of such litigation including reasonable attorneys' fees.

X \_\_\_\_\_ X \_\_\_\_\_

# Bonnors Ferry Police Memo

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To: Mayor and City Council

Reference: Recommendation to Hire Administrative Assistant

From: Interim Police Chief David Kramer

The Police Department received several applications for this position, most with what appeared to be the qualifications to do the job. This made the decision challenging because we did have a number of quality applicants.

Based on the background investigation and the interviews that were done, it is my recommendation to hire DeborahAnn Woods for the position. I feel that she has the qualifications and ability to do extremely well in this position.

# Bonnors Ferry Police Memo

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**To:** Mayor and City Council

**Reference:** Recommendation to include the Chaplain Corp. as a Resource for the Police Dept.

**From:** Interim Police Chief David Kramer

The recently formed Chaplain Corp. has extended an offer and is already working with First Responder Agencies in Boundary County, including medical and fire to assist in times of need. They would like to offer the same resources and support to law enforcement. It is my recommendation that the Police Department support this group and include them in as an option that can be utilized by the Officers.

# *BEDC* Boundary Economic Development Council

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Date: December 13, 2013  
To: Bonners Ferry City Council  
From: David Sims  
Subject: Community Choices Augusta Street Grant Pre-application

Idaho Transportation Department has a new Community Choices grant program to advance ITD's strategic goals of mobility, safety, and economic opportunity while maximizing the use of federal funds. One of the goals is to provide funding for the design and construction of infrastructure related projects that provide safe routes for non-drivers, including children, older adults, and individuals with disabilities to access daily needs. I have attached a calendar and a program guide for the grant program, along with an aerial site map.

One project that would be a good fit for the program is to install sidewalks along Augusta Street. The City has applied for funding for this project in the past and has narrowly missed the cutoff for funding. The project would install a sidewalk along the east side of Augusta Street from Highway 95 to Stephens Street and install the "missing" section of sidewalk on the west side of Augusta Street from Valley View to Wilson Street. The project would also install underground storm water drainage and would address the drainage problem next to the parking lot across from the Valley View School. It would also include resurfacing the road surface.

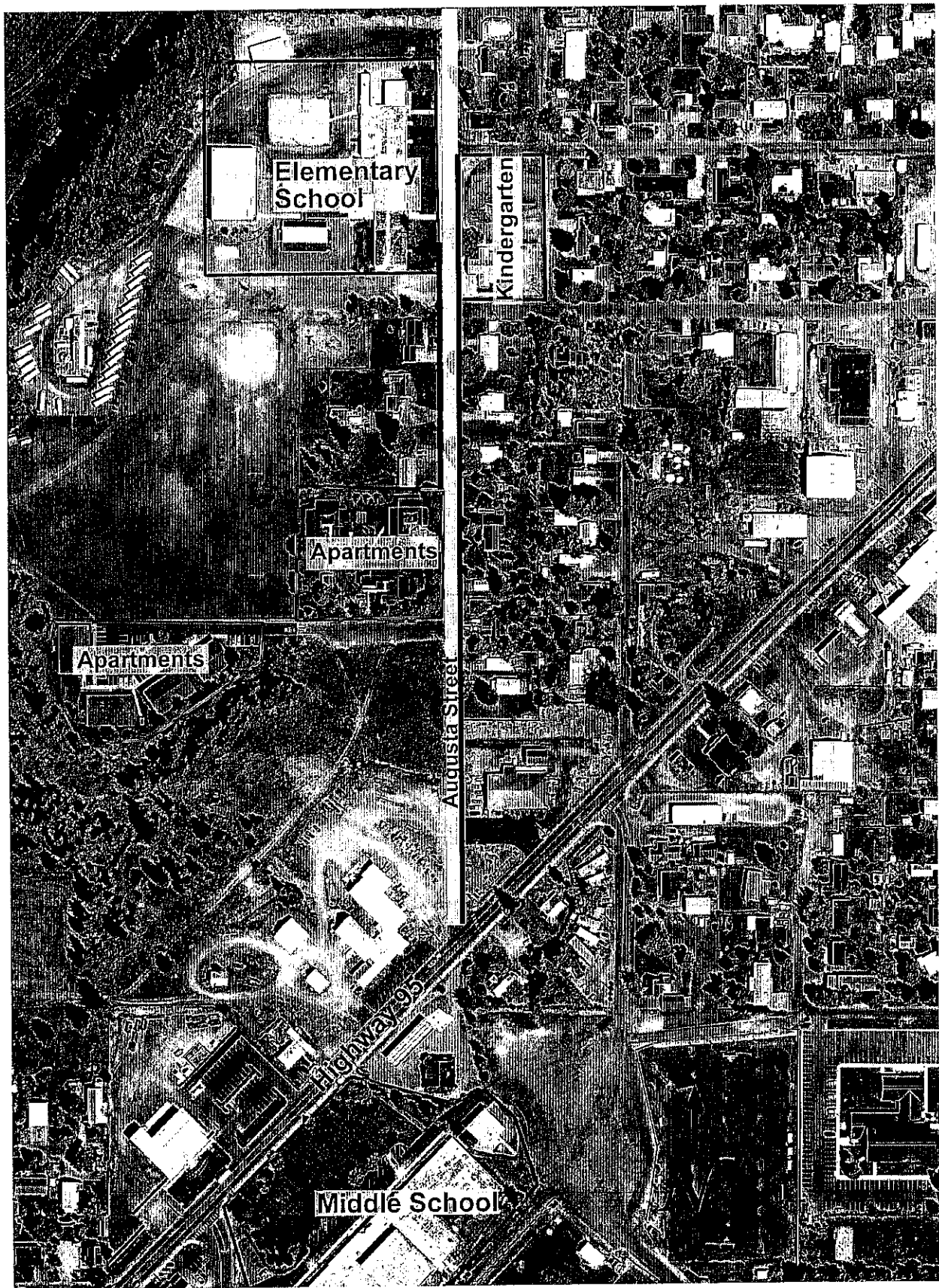
The program has a two step application process. The first step is a two page pre-application which is due December 23. ITD will visit the site between December 30 and January 17 to make sure the project qualifies for the program. If it does, the final application will be available to the City on January 17, with a due date of February 21.

The grant has a 7.34% match requirement. For the pre-application, we have estimated the total cost of the project at \$400,000, which would require a \$29,360 match from the City. If our pre-application is selected to proceed to the full application, we will perform a more thorough cost estimate, so the final project cost may increase or decrease, which would also change the City's match requirement.

We are asking Council approval to submit the pre-application for the grant.

Respectfully Submitted,

David Sims



Augusta Street Site Map

## COMMUNITY CHOICES FOR IDAHO (COMMUNITY CHOICES)

### MANAGEMENT TOOL BENEFITS

The following outlines benefits with the proposed Community Choices for Idaho Program

- Provides an annual process to solicit locally identified projects and potential funding opportunities.
- Enhances ITD's ability to leverage all funding sources for sponsored projects, including the Transportation Alternatives Program funding source.

### PURPOSE

The purpose of the Community Choices for Idaho program is to advance ITD's strategic goals of Mobility, Safety, and Economic Opportunity while maximizing the use of federal funds.

### ELIGIBILITY AND MAXIMUM FUNDING AVAILABLE

The following are eligible project sponsors/applicants:

- Local governments;
- Tribal governments;
- Regional transportation authorities
- Transit agencies;
- Natural resource or public land agencies;
- School districts, local education agencies, or schools;
- Any local or regional government entity with responsibility or oversight of transportation

Entities not included on the list above are encouraged to partner with an eligible project sponsor who is on the list. Additionally, applicants must have legal authority over the project impact area. For example, if the applicant is proposing an educational program at a school, the school has to be the local project sponsor/applicant. In some cases the legal authority requirement may be satisfied if the applicant can provide written documentation (i.e. letters, previous grant paperwork) that demonstrates an existing working relationship with the entity having legal authority and the entity having legal authority understands and agrees to the proposed activities.

The following eligible project types are classified into two categories: infrastructure and non-infrastructure with specified funding targets. <sup>1</sup>Projects within each category will be evaluated against each other. All projects are to be identified through a planning process that includes public involvement, needs analysis, and a project prioritization process which will be vetted in the project application process.

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<sup>1</sup> The eligible project types will likely change as other funding sources are incorporated into the Community Choices approach.



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## INFRASTRUCTURE PROJECTS (70% - 90% OF TOTAL PROGRAM FUNDS)

- Planning, Design, and Construction of the following<sup>2</sup>:
  - On and off road trail facilities for pedestrians, bicyclists and non-motorized forms of transportation, including sidewalks, bicycle infrastructure, pedestrian and bicycle signals, traffic calming techniques, lighting and other safety related infrastructure and transportation projects to achieve compliance with the Americans for Disabilities Act, 1990;
  - Infrastructure related projects and systems that will provide safe routes for non-drivers, including children, older adults, and individuals with disabilities to access daily needs; and
  - Boulevards and other roadways largely in the right-of-way of former Interstate System routes or other divided highways.
- Conversion and use of abandoned railroad corridors for trails for pedestrians, bicyclists, or other non-motorized transportation users;
- Construction of turnouts, overlooks, and viewing areas;
- Inventory, control, or removal of outdoor advertising;
- Historic preservation and rehabilitation of historic transportation facilities;
- Vegetation management practices.
- Archaeological activities, relating to impacts from implementation of a transportation project eligible for federal transportation funds.
- Any environmental mitigation activity:
  - Address stormwater management, control, and water pollution prevention or abatement related to highway construction or due to highway runoff, or
  - Reduce vehicle-caused wildlife mortality or to restore and maintain connectivity among terrestrial or aquatic habitats.

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## NON-INFRASTRUCTURE (10% - 30% OF TOTAL PROGRAM FUNDS)

- Educational, enforcement, evaluation and encouragement projects for local Safe Routes to School programs which can include funding for a SRTS coordinator position<sup>3</sup>, bike/walk safety related education programs, walk/bike to school events, bicycle rodeos, educational material, etc. for grades K – 8.
- Planning related projects which can include complete street programs, area plans (including school areas), circulation studies, corridor management plan, corridor studies/investment plans, alternatives analysis, bicycle/pedestrian plans, etc.<sup>4</sup> All plans must address active modes of transportation.

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<sup>2</sup> Right-of-way is not an eligible project cost in order to maximize funds available for planning and engineering, as well as avoid project delays.

<sup>3</sup> The SRTS Coordinator should continue to engage in the full spectrum of bicycle/pedestrian mobility activities contemplated by the program, including education, encouragement, engineering, evaluation, and enforcement.

<sup>4</sup> This will require flexing funds to the Surface Transportation Program (STP) for these TAP related activities.

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## FUNDING ALLOCATIONS

The Community Choices Advisory Committee will identify the highest ranking projects within each category (up to the category funding allowances). TP staff will match those projects with various funding sources under the Community Choices umbrella, while considering federal restrictions and allowances. Those projects, with appropriate funding sources, will be submitted to the Idaho Transportation Board for review and consideration for programming into the ITIP.

The Community Choices umbrella includes both federal and state funds which are identified in the Funding Source section of this guide. The Funding Source section also describes funding limits and match requirements.

## APPLICATION PROCESS

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### CALL FOR PROJECTS/ TECHNICAL ASSISTANCE

DTP division staff will release a call for projects utilizing the following communication mechanisms, as available:

- Existing ITD distribution lists
- Partner distribution lists/conferences
- Press release, through ITD communications office
- Conferences
- Social media (coordinated with ITD safety and communications staff)

TP division staff will also facilitate up to 3 webinars to explain the following requirements:

- Application process and schedule
- Federal aid project restrictions and requirements including match allowances

Information about how to identify projects and develop data in support of identified projects.

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### PRE-APPLICATION

Applicants will electronically submit a letter of intent outlining the project sponsor, project elements, and a preliminary cost estimate. TP division staff will review these letters for eligibility. If appropriate, TP division staff will schedule a site visit along with district staff (engineer and environmental planner) to evaluate project feasibility including constructability, environmental clearance, and appropriateness of cost estimates. TP division staff will also provide applicants with information related to federal aid processes, match requirements and standard project development processes. Eligible applicants and project types will be asked to proceed through the application process.

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### FULL APPLICATION

Eligible applicants/projects will be invited to electronically submit a full application including revised project elements based on input from the TP division staff and the site visit. This application, limited to 2 pages, will require a project name, project sponsor, cost estimates, and information pertinent to the selection criteria. Applicants are encouraged to attach additional project information if available, including site maps, letters of support, assessment of environmental concerns, cost estimates, etc.

## EVALUATION PROCESS

Projects will be ranked by the Community Choices Advisory committee based on project need, benefits, and feasibility as detailed below:

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### NEEDS

To demonstrate need, an applicant must identify the goals or opportunities the project will address, the alternative solutions considered, how the solution will address the goal or opportunity, and that the proposed project/activity is the community supported preferred solution. Goals or opportunities can include eliminating a gap in a transportation network, removing barriers to active transportation mobility, addressing an existing unsafe condition, etc. The applicant can demonstrate the extent of need by the number of goals or opportunities the project/activity addresses and by the number of stakeholder interests engaged in identifying the preferred solution, etc.

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### BENEFITS

To demonstrate benefits, an applicant should identify how their project/activity addresses one or more of the following items:

**Mobility** – Preserves or expands access to key destinations within the community (i.e. schools, health care, jobs, shopping, and recreation) for populations that have limited transportation options (i.e. elderly, school children, environmental justice communities, mobility impaired, and/or populations with limited access to fresh foods). The applicant can demonstrate the extent of benefit by noting the anticipated number of target populations likely to be affected and the destinations that will have new or improved access.

**Safety** – Improves safety within the local mobility system by addressing transportation or environmental hazards. The applicant can demonstrate the extent of benefit by noting the anticipated reduction in crashes, traveler discomfort, and/or adverse health impacts.

**Economic Opportunity** – Results in a percent net increase in long term employment opportunities and/or will positively impact an investment opportunity in the affected community. The applicant can demonstrate the extent of benefit by noting the anticipated number and type of jobs that will be retained or introduced.

Additional consideration will be given to projects that have applicability statewide by resulting in guidelines, procedures, research, data that can be used in other areas of the state. The applicant can demonstrate the extent of benefit by identifying anticipated results from the project/activity that can be used in other areas of the state.

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### FEASIBILITY

To demonstrate feasibility, the applicant should provide evidence that project meets the following criteria:

**Stakeholder Support** – Demonstrated by support letters from impacted stakeholders (i.e. adjacent property owners, target population groups, etc.)

**Project Sustainability** – Demonstrated by a long term plan for reducing the amount of federal funds the project/activity will require over time.

Financial Commitment – Documented by a local match commitment letter highlighting local match/contribution.

Technical Feasibility – Demonstrated by providing a detailed project development schedule, a detailed project budget, and attendance at a Local Highway Technical Advisory Council or ITD sponsored grant or project development workshop.

## FUNDING SOURCES

The following are available funding sources under the Community Choices umbrella. Eligibility criteria related to specific funding sources are included in this section.

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### TRANSPORTATION ALTERNATIVES PROGRAM (TAP)<sup>5</sup>

The TAP is a federal funding source, subject to all federal aid project requirements, that allocates funding to the following 3 categories, the third category of which is administered under the Community Choices umbrella:

1. Recreational Trails Program (RTP) – this is administered by Idaho Department Parks and Recreation
2. Transportation Management Area (TMA) – this includes all communities in the Boise Urbanized Area and is administered by COMPASS
3. State Allocated
  - o Urban – includes those areas with populations between 5,000 and 200,000
  - o Rural – includes those areas with populations less than 5,000
  - o Anywhere – no restrictions on where the funding is spent

TAP Projects shall be limited to a maximum of \$500,000 in federal transportation funding. In addition, the minimum local match required is 7.34%.

## PROGRAM ADMINISTRATION

---

### PROJECT MANAGEMENT

The ITD districts will manage infrastructure related projects on the state highway system. The Local Highway Technical Assistance Council (LHTAC) will assist in the management of infrastructure projects that are not located on the state highway system. The ITD Division of Transportation Performance (DTP) Program Development team (PD team) will manage non-infrastructure related projects in coordination with the ITD district planner. Projects located within a Metropolitan Planning Organization (MPO) boundary must be reviewed and approved by the respective MPO, and in some cases the MPO will require that projects within their boundaries be identified in their planning processes. During the application process, district staff will be asked to review infrastructure projects for feasibility, constructability, and appropriateness of cost estimates.

Infrastructure projects typically have 3 distinct phases including design (PE)<sup>6</sup>, right-of-way, and construction which usually need to be programmed in separate years. Right-of-way will not be considered an eligible project cost. Projects should be completed within 3 years and adhere to a milestone schedule defined in the state and local agreement.

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<sup>5</sup> At present, the funding source for this program is TAP. However, it is anticipated that the Community Choices umbrella will eventually access the full range of funding sources administered by the Transportation Performance Division including but not limited to Congestion Mitigation Air Quality (CMAQ), federal transit formula funds, and the ADA Pedestrian Curb Ramp Program.

<sup>6</sup> Design includes concept development and environmental clearance.

Due to the large number of projects competing for limited funding, projects that are in the year their construction funds are programmed in the Community Choices for Idaho Program shall not be allowed to delay into a later fiscal year. A one-year delay exception may be granted by the project manager for projects that have most of the development completed and are close to contracting and/or schedule allowances have already been coordinated with the ITD project manager. The project sponsor shall be notified when a project has been removed from or delayed in the program.

If a project is removed from the Community Choices Program, the sponsoring agency is responsible for all costs incurred and must reimburse the federal government for any federal-aid funding received by the agency. To compete for future federal-aid funding, sponsors of projects removed from the program may re-apply.

A project will be subject to loss of funds, if it is determined by the project manager that it is not proceeding appropriately (i.e. failure to meet milestones, exceeds estimated project costs by 10% or more). Those funds will then be allocated to other successful applicants to address acceptable cost overruns. In the absence of other eligible applicants, funds will be provided to the districts to use as long as it addresses local mobility, access, and connectivity issues.

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## GRANT ADMINISTRATION

The DTP Grant Administration team (GA team) will administer all grant related processes including conducting educational webinars/workshops on federal aid funding processes, conducting the application process, facilitating of the Community Choices Advisory Committee, and managing the project selection process.

ITD District staff and the DTP PD team will provide assistance, as needed.

The DTP Performance Management team will monitor performance of projects via data submitted by applicants. Applicants will be required to submit performance data as it relates to their project type. For example, project applicants with an infrastructure project will be required to submit information on number of users of the facility both before and after project completion.

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## TECHNICAL ASSISTANCE

The DTP PD team will conduct annual project development workshops (includes funding opportunities, federal aid restrictions, project identification and environmental processes). The PD team will also develop and distribute planning and data collection tools. The PD team will look for opportunities to partner with Local Highway Technical Assistance Council (LHTAC) and Department of Commerce (DOC) on the workshops to leverage existing staff resources.

## COMMUNITY CHOICES FOR IDAHO ADVISORY COMMITTEE

The Community Choices Advisory Committee (CCAC) shall review the Community Choices for Idaho Program applications and recommend projects to the Idaho Transportation Board. The CCAC shall recommend project selection criteria to the Idaho Transportation Board as a guide for setting statewide project priority. The CCAC shall submit a prioritized list of projects to the Idaho Transportation Board during the annual update of the Idaho Transportation Investment Program. Included with that submittal will be an analysis of the distribution, mix, and quality of proposed projects, and as necessary, an explanation when the prioritized list of projects varies from the funding guidance noted in the Community Choices program guide.

CCAC members shall be interested parties with appropriate expertise and who do not have a conflict of interest. CCAC members shall be appointed for two-year terms which shall be staggered so that not all of the committee members are replaced or reappointed at any given time. Appointment and re-appointment recommendations shall be provided to the Idaho Transportation Board by the Division of Transportation Performance Administrator.

This committee will include 10-13 individuals which may include the following stakeholders:

- Bicycle/pedestrian professional/advocate
- Community/Regional Planner
- Economic development professional
- Environmental community agency representative
- Transit representative
- Accessibility/mobility impaired individual
- Business owner
- Health community professional/advocate
- Scenic byway local committee member
- Tribal representative
- School professional representative
- Law enforcement professional
- Housing community professional/advocate

The ITD Community Choices Program Coordinator and/or Grants Administration team member shall staff the CCAC and facilitate project reviews and recommendations.

## Community Choices Advisory Committee

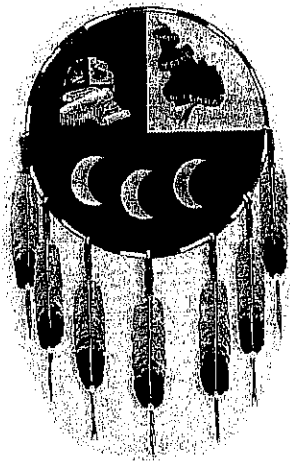
FY14 & FY15 Timeline

Updated November 15, 2013

Date	Action Item	Location	Group Responsible
August 29, 2013 1-5pm	CCAC Meeting	ITD HQ- Room 212	Advisory Committee, staff, etc
September 3, 2013	Applications Due	I-TRIPS	Applicants
September 4-11, 2013	Technical/Environmental Review of Applications	ITD HQ & District Offices	ITD Staff - District Staff
September 13, 2013	Applications sent to Committee Members	NA	Kelly DiRocco
September 13 <sup>th</sup> - October 1 <sup>st</sup>	Committee Members review/score applications	NA	Advisory Committee Members
October 23, 2013	CCAC scoring meeting/award decision	ITD HQ - West Annex	Advisory Committee, ITD Staff
November 25, 2013	Pre-application available for FY15 Funding Cycle	I-TRIPS	ITD Staff, FY15 Applicants
December 4, 2013	CCAC Meeting to discuss next award cycle.	ITD - Room TBD	Advisory Committee, Staff
December 11, 2013	ITD Board approves of FY14 sub-grantee awards	ITD HQ	ITD Board
Mid-December	Sub-grantees are officially notified of FY14 awards	State-wide	ITD Staff
December 23, 2013	Pre-applications for FY15 Due	I-TRIPS	Applicants
December - January, 2014	State/Local Agreements signed, FY 14 projects begin	State-wide	Sub-grantees

<b>December 30 – January 17, 2014</b>	FY 15 Pre-Applications reviewed, site reviews conducted	State-wide	ITD Staff
<b>January 17, 2014</b>	FY 15 Final Application available to qualified applicants	I-TRIPS	Applicants
<b>February 21, 2014</b>	FY15 Final Application Due	I-TRIPS	Applicants
<b>February 21-28, 2014</b>	FY15 Application Technical review	ITD HQ & District Offices, statewide	ITD Staff- District Staff DCC members Kelly DiRocco
<b>February 28, 2014</b>	FY15 Application sent to Committee Members	NA	
<b>February 28 – March 14, 2014</b>	Committee Members review/score FY15 application	NA	Advisory Committee Members
<b>March 19, 2014</b>	CCAC scoring meeting/award decision	ITD HQ – Room TBD	Advisory Committee, ITD Staff
<b>March 30, 2014</b>	Recommended projects due to OTI to be included in STIP	ITD	ITD Staff





# Kootenai Tribe of Idaho

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

City of Bonners Ferry  
Mayor Dave Anderson  
City Council Member Rick Alonzo  
City Council Member Tom Mayo  
City Council Member Connie Wells  
City Council Member Interim Bob Blanford  
Acting Police Chief Dave Kramer

Re: Contracted Tribal Law Enforcement Services

Hand-delivered

Dear Mayor Anderson, Members of City Council and Acting Police Chief Kramer:

The contracted tribal law enforcement and fire services of the City of Bonners Ferry (City) continue to be provided under the hold-over clauses in the Contract for Law Enforcement and Fire Services (Contract). Those services are provided to the Tribe to carry out the provisions of the Self-Governance Compact between the Tribe and the U.S. Department of the Interior Bureau of Indian Affairs.

The Kootenai Tribe offers the following changes to the Contract in order to reach final agreement on a Fiscal Year 2014 Contract (FY 2014 Contract).

## Fire Protection Services and Programs

The Tribe requests the City to provide the same level fire protection services and programs to the portions of the Kootenai Reservation within the exterior boundaries of the City of Bonners Ferry as have been provided in the past. The Tribe understands the footprint of the Kootenai Reservation within the exterior City boundaries has increased slightly, so a slight increase for fire protection services and programs may be necessary.

## Law Enforcement Services

As a result of delivering direct law enforcement services through the creation of the Kootenai Tribe Police Department, the Tribe has decreased need for contracted tribal law enforcement services from the City of Bonners Ferry. Some level of contracted law enforcement services, however, is requested to ensure the safety and protection of Reservation residents and guests.

Tribal crimes will fall under Tribal Police command, which includes contracted Tribal Police Officers. For Federal crimes, the Tribal Police Department, including contracted Tribal Police officers, will continue to be responsible for the immediate notification of Federal law enforcement. In this manner, the appropriate jurisdiction will be involved at the outset of investigation so that Tribal and Federal crimes will be prosecuted.

Crimes over which the State has exclusive jurisdiction, i.e. non-Indian offender vs. non-Indian offender or non-Indian offender victimless crimes that are not against the Tribal government, are outside of the contracted law enforcement services. These cases will be immediately turned over to State law enforcement (either to the County Sheriff or State Police). The Tribal Police Department will assist State law enforcement as needed. Prosecution of criminal offenses within the jurisdiction of the City Attorney in state courts will fall under the jurisdiction of the City Police Department.

As compensation for providing the contracted law enforcement and fire protection services, the Tribe offers US\$30,000 per year.

We have attached the FY 2014 Contract to this letter for your review.

We look forward to continuing to contract law enforcement services to assist the Tribe in carrying out its responsibilities under the Self-Governance Compact between the Tribe and the United States.

Sincerely yours,



Gary Aitken, Jr., Chairman

cc: William Barquin, Kootenai Tribe Attorney General  
Special Agent in Charge Richard Melville, Bureau of Indian Affairs Law Enforcement

# DRAFT

## CONTRACT FOR FIRE PROTECTION AND LAW ENFORCEMENT SERVICES

The purpose of this Contract is to provide law enforcement and 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 provide fire protection services to that portion of the Kootenai Indian Reservation described in the introductory paragraph.

Services to be provided include, but are not limited to, the following:

1. Fire Protection Services.
2. Investigative Services.
3. Preventative Programs and Activities.

The CITY shall provide all necessary qualified and/or licensed personnel, supplies and equipment necessary for performing the following services:

#### **1. Fire Protection Requirements.**

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.

## **2. Investigative Services.**

The CITY shall be responsible for performing fire investigations for the enforcement of the UFC as adopted by the State of Idaho on that portion of the Kootenai Indian Reservation covered by this Contract in the same manner and to the same extent it performs fire investigations in other portions of Bonners Ferry, Idaho over which it has fire protection responsibilities.

## **3. Preventative Programs.**

The CITY shall be responsible for the conduct of fire prevention programs and activities on that portion of the Kootenai Indian Reservation covered by this Contract, including, but not limited to:

- a. Periodic testing of fire hydrants to insure adequate water pressure and quantity; and
- b. Inspection of on-Reservation premises at least one time during the Contract period.

The City shall furnish such personnel as are needed to perform the services, functions and programs contracted to be performed.

### **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 quarterly to the TRIBE through its authorized representative Fire Protection Progress Reports in triplicate. The reports will contain at a minimum:

**1. Type of service rendered, including, but not limited to:**

a. response to fire alerts.

b. investigations.

**2. Preventative programs and activities.**

The CITY shall also submit to the TRIBE an Annual Narrative Report containing the same information required in the quarterly Progress Report.

**LAW ENFORCEMENT SERVICES AND PROGRAMS TO BE PERFORMED**

**A.**

**SCOPE OF SERVICES**

The CITY shall provide contract tribal law enforcement services to the TRIBE's Kootenai Tribe Police Department for the portions of the Kootenai Indian Reservation described in the introductory paragraph. Services shall include, but are not limited to:

1. Investigative Services.
2. Enforcement Services.
3. Prosecution Assistance.

The CITY shall provide qualified personnel, supplies and equipment necessary for performing all contracted tribal law enforcement services

hereunder. Officers utilized to meet the CITY's obligation shall have the same qualifications and training required of all police officers employed by the CITY and shall comply with the laws of the State of Idaho concerning the certification of Peace Officers. Subject to availability of funding, the TRIBE shall provide adequate advice and training information and written materials to CITY law enforcement officers utilized to meet the CITY's obligation related to the unique jurisdictional and other requirements involved in law enforcement in Indian Country and under the provisions of Tribal law.

**1. Investigative Services.**

Investigative services provided under this Contract by the CITY shall include, but are not limited to:

- a. Investigate all offenses occurring on the Reservation, including those set forth in the Kootenai Tribal Law and Order Code,
- b. Assist the Kootenai Tribe Police Department and Federal Law Enforcement Officers in the initial phase of investigation of Federal offenses that occur on the Reservation. The City shall notify the Kootenai Tribe Police Department of any investigation of a Tribal offense or infraction as soon as practical.

**2. Enforcement Services.**

The CITY shall serve all warrants and other court processes without delay regarding any felony and all others as directed by the Kootenai Tribal Court.

The CITY shall prepare reports and give testimony in the Kootenai Tribal Court, in the same manner and to the same extent as any other court.

**3. Prosecution Assistance**

The Tribe shall prosecute offenses within the jurisdiction of the Tribe in Tribal Court with the assistance of the CITY officers utilized to meet the CITY's obligation hereunder.

**B.**

**NON-CONTRACTED PORTION OF FUNCTIONS OR PROGRAM**

CITY shall not be responsible for:

A. Investigation and process by the Bureau of Indian Affairs and other Federal law enforcement of crimes over which the United States has retained jurisdiction, except for assistance in the initial phase of the investigation as described in Investigative Services Subparagraph B.

B. General supervision, guidance, and liaison services between the Bureau of Indian Affairs and other Federal law enforcement staff to the Kootenai Indian Reservation.

Performance by CITY of law enforcement on the Kootenai Indian Reservation relative to non-Indian offenses that are within the exclusive jurisdiction of the State of Idaho or relative to non-Indians who commit offenses punishable under State of Idaho law per Idaho Code 67-5101 are outside this Contract.

The TRIBE will reimburse the CITY for extraordinary expenses incurred in the investigation and/or cooperation with the prosecution of crimes prosecuted in the U.S. Federal Court System and/or which are a violation of Federal or Tribal law.

### C.

## REPORTS

The CITY shall furnish to the TRIBE the following written reports:

### 1. Monthly reports.

Monthly reports summarizing the type of services provided, dates and times of patrols and including copies of all incident reports.

### 2. Quarterly reports.

Quarterly reports outlining the preventative programs and activities available to the TRIBE, noting trends in local criminal activity, any matters related to jurisdictional questions and a summation of the training received by its officers.

### 3. Annual report.

An annual report containing a compilation and summation of all weekly and quarterly reports shall be submitted to the TRIBE within thirty (30) days of the close of a Contract year, which also shall contain comments, suggestions

and recommendations of the CITY Police Department regarding the implementation of this Contract.

### **GENERAL TERMS AND CONDITIONS**

The following provisions apply to both the fire protection and law enforcement provisions of this Agreement.

**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, 2013 and ending September 30, 2014 subject to termination at any time upon ninety (90) 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 thirty thousand United States dollars (US\$30,000.00), 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 will 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 \_\_\_\_\_, 2014.

KOOTENAI TRIBE OF IDAHO

Attest:

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

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

# 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

DEC 11 2013

Name: <u>John D. Marquette</u>	Phone Number (Home) <u>208-267-3494</u>	(Office) <u>208-267-7555</u>	(Work) <u>208-267-7555</u>
Current Address: <u>6566 Monroe St., Bonners Ferry, Id. 83805</u>			
Address for the Six Months Immediately Prior to the Date the Damage or Injury Occurred: <u>same as above</u>			
Date Damage or Injury Occurred: <u>11-8-2013</u> Time: <u>12-2</u> A.M. or <u>(P.M.)</u>			
Location of Occurrence: <u>6574 Monroe St, Bonner Ferry, Id 83805</u>			
Any Injuries? <u>none</u> If so, what type?			
Describe How Damage or Injury Occurred:			
<u>(see attached sheets)</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 Id.  
a public entity, for clean up costs (damage, injury, etc.)  
in the amount of \$4,841.97

DATE: 12-9-13 SIGNATURE: John D. Marquette

On November 8, 2013 a crew from the City of Bonners Ferry was in the alley behind the residences I own on Monroe Street. The alley lies between Monroe and Jackson Streets. They were searching for a sewer manhole and I pointed out the location to them. The City had recently graveled the alley and its location was not readily apparent. Not long after, my wife and I decided to go for a walk and when we did, we noticed that the city crew was at an open manhole with a huge machine on wheels, presumably to clean out the sewer line. This open manhole is at the west end of our alley in Cody Street.

When we returned from our walk and entered our residence at 6566 Monroe Street, we noticed a rather unpleasant odor coming from the inside of the house. This was at approximately 2:00 P.M. The water in the upstairs toilet and shower and the basement floor drain all had the water blown out of them. No sewage, but sewer gas definitely.

Since we had acquired the house next door, 6574 Monroe Street, sometime before this, I decided it would be a good idea to check the house next door to see if the same thing may have happened there.

Much to my shock and dismay there was 4-5" of sewage covering the entire basement floor. I immediately drove up to the City shop on Madison Street and spoke with John Griffin, water and sewer superintendent about the situation. In a short amount of time, Mr. Griffin and a person from the crew doing the sewer line work showed up at the house to inspect the situation.

The crew person came to the immediate conclusion that the problem was a backed up sewer line between the house and city line, because it was not draining out he said. This would be quite unlikely as no water has gone down the house drains or no sewage has been flushed in that house for over a month, and 1 week ago I was in the house and there was no problem. As it turned out, by 6 or 7 o'clock that evening the basement was drained. I'm sure it would be hard to tell if that much "water" had drained any within the 5-10 minutes he was looking at it.


The sewage definitely came up the pipe from the city line, either because of the city crew's actions that day or because of a block in the city line that forced it back into our house. I called Service Master the following day to see if they could come soon and clean up the situation and they arrived the same day I called to begin cleanup.

I am making a claim only for the amount billed to me for the cleanup by Service Master. I am making no claim for the walls that will need to be repaired (see attached photos). I am making no claim for the cleanup in my primary residence at 6566 Monroe as that was fairly easily taken care of.

In the meantime I had Kelley Excavating install a backflow preventer in the sewer line between the house and the city line, so this cannot happen again. I make no claim for the cost of that.

As the source of the problem originated in the City sewer line, I firmly believe it is the City's responsibility.

Sincerely

  
John Marquette

# Invoice

**ServiceMASTER**

1007 N Boulder Court  
Post Falls ID 83854

*Restore*

Date	Invoice #
11/25/2013	COMP30-174

Bill To
John Marquette 6566 Monroe St. Bonners Ferry, ID 83805

Project
1546

Description	Amount
Water Mitigation - Services	1,816.03
Water Mitigation- Equipment	3,025.94

<b>Sales Tax (6.0%)</b>	\$0.00
<b>Total</b>	\$4,841.97
<b>Payments/Credits</b>	\$0.00
<b>Balance Due</b>	\$4,841.97

ServiceMaster of North Idaho  
(208) 667-6633 / (509) 927-9416

ServiceMaster  
Restoration

## ServiceMaster of North Idaho

---

1007 N Boulder Ct  
Post Falls, ID 83854  
(208) 667-6633 (509) 927-9416 (208) 265-5544  
Fax (208) 262-9315  
Tax ID # 26-2842257

Insured: John Marquette  
Property: 6574 Monroe St.  
Bonners Ferry, ID 83805

Home: (208) 567-0541

Claim Rep.: N/A

Estimator: Hailey Booth  
Business: 1007 N Boulder Ct.  
Post Falls, ID 83854

Business: (208) 667-6633  
E-mail: hbooth@smnorthidaho.com

Contractor:  
Company: ServiceMaster  
Business: 1007 N Boulder Ct  
Post Falls, ID 83854

Business: (208) 667-6633

Claim Number: N/A

Policy Number: N/A

Type of Loss: Sewage

Date Contacted: 11/9/2013 9:37 AM  
Date of Loss: 11/8/2013 12:00 AM  
Date Inspected:  
Date Est. Completed: 11/20/2013 11:25 AM

Date Received: 11/9/2013 9:35 AM  
Date Entered: 11/11/2013 3:44 PM

Price List: IDCD8X\_NOV13  
Restoration/Service/Remodel  
Estimate: MARQUETTE\_1546

ServiceMaster  
Rescue

**ServiceMaster of North Idaho**

1007 N Boulder Ct  
Post Falls, ID 83854  
(208) 667-6633 (509) 927-9416 (208) 265-5544  
Fax (208) 262-9315  
Tax ID # 26-2842257

**Initial or Final Upload/Estimate:** Final  
**Insured:** John Marquette  
**Claim #:** n/a

**\$ of Final Estimate:** \$4841.97

**Date and Time:**

**Assignment Received:** 11/09 @ 9:35 AM  
**Customer Contacted:** 11/09 @ 9:37 AM  
**Crew Arrival:** 11/09 @ 1:45 PM  
**Equipment Setup:** 11/09, 11/11  
**Equipment Takedown:** 11/15

**Date of Loss:** 11/08/2013  
**Source:** Sewer Backup

**Additional Notes:**

n/a



**ServiceMaster of North Idaho**

1007 N Boulder Ct  
 Post Falls, ID 83854  
 (208) 667-6633 (509) 927-9416 (208) 265-5544  
 Fax (208) 262-9315  
 Tax ID # 26-2842257

**MARQUETTE\_1546**

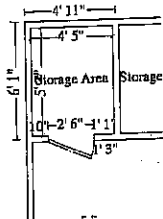
**MARQUETTE\_1546**

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
Emergency service call - after business hours	1.00 EA	0.00	172.36	0.00	172.36
Received loss 11/09 @ 9:35 AM					
Equipment setup, take down, and monitoring (hourly charge)	3.00 HR	0.00	40.47	0.00	121.41
Charged at 1.5 hrs daily. 11/11, 11/15					
Equip. setup, take down & monitoring - after hrs	1.50 HR	0.00	60.77	0.00	91.16
Charged at 1.5 hrs daily. 11/09					
Haul debris - per pickup truck load - including dump fees	0.75 EA	113.62	0.00	0.00	85.22
Accounts for: 285.19 SF paneling					
Water Extraction & Remediation Technician - per hour	1.00 HR	0.00	40.47	0.00	40.47
Tech labor time to clean framing and cabinets.					
				0.00	510.62
Total: MARQUETTE_1546					

**Chamber 1**

**Height: 7' 6"**

**Storage Area**



- 133.33 SF Walls
- 157.99 SF Walls & Ceiling
- 2.74 SY Flooring
- 20.00 LF Ceil. Perimeter
- 24.66 SF Ceiling
- 24.66 SF Floor
- 17.50 LF Floor Perimeter

**2' 6" X 6' 8"**

**Opens into HALLWAY**

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
Apply anti-microbial agent - after hours	24.66 SF	0.00	0.25	0.04	6.21
Water extract from floor - Cat 3 water - Heavy -aft bus hrs	24.66 SF	0.00	1.85	0.00	45.62
Clean floor - Heavy	24.66 SF	0.00	0.43	0.02	10.62
Air mover (per 24 hour period) - No monitoring	3.00 EA	0.00	25.35	0.00	76.05
1 Airmover, 4 Days. 11/11 - 11/15					
Charges capped at 3 Days.					

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 Fax (208) 262-9315  
 Tax ID # 26-2842257

ServiceMaster  
 2006-2

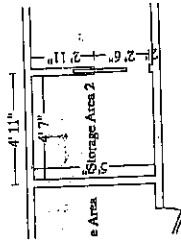
**CONTINUED - Storage Area**

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
Totals: Storage Area				0.06	138.50

Totals: Storage Area

**Storage Area 2**

Height: 7' 6"



135.83 SF Walls					25.59 SF Ceiling
161.42 SF Walls & Ceiling					25.59 SF Floor
2.84 SY Flooring					17.83 LF Floor Perimeter
20.33 LF Ceil. Perimeter					

**Opens into WORK\_AREA**

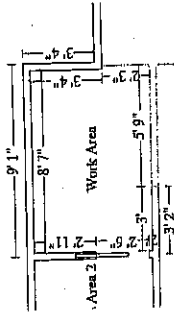
2' 6" X 6' 8"

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
Apply anti-microbial agent - after hours	25.59 SF	0.00	0.25	0.05	6.45
Water extract from floor - Cat 3 water - Heavy -aft bus hrs	25.59 SF	0.00	1.85	0.00	47.34
Clean floor - Heavy	25.59 SF	0.00	0.43	0.02	11.02
Content Manipulation charge - per hour - after hours	0.25 HR	0.00	43.46	0.00	10.87
Tear out wet paneling, bag for disp. - Cat 3 - after hours	9.76 SF	0.74	0.00	0.05	7.27
Totals: Storage Area 2				0.12	82.95

Totals: Storage Area 2

**Work Area**

Height: 7' 6"



141.87 SF Walls					48.30 SF Ceiling
190.17 SF Walls & Ceiling					48.30 SF Floor
5.37 SY Flooring					18.00 LF Floor Perimeter
26.25 LF Ceil. Perimeter					

Totals: Work Area

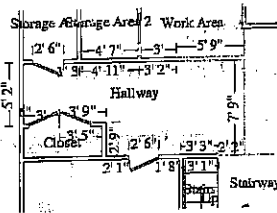
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**CONTINUED - Work Area**

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
Clean floor - Heavy	48,30 SF	0.00	0.43	0.03	20.80
Totals: Work Area				0.12	122.33

Height: 7' 6"



**Hallway**

211.88 SF Walls	121.46 SF Ceiling
333.33 SF Walls & Ceiling	121.46 SF Floor
13.50 SY Flooring	26.50 LF Floor Perimeter
42.25 LF Ceil. Perimeter	

Door	2' 6" X 6' 8"	Opens into CLOSET
Door	2' 6" X 6' 8"	Opens into CLOSET
Door	2' 6" X 6' 8"	Opens into BEDROOM
Missing Wall	2' 2" X 7' 6"	Opens into STAIRWAY
Missing Wall	7' 9" X 7' 6"	Opens into UTILITY_ROOM
Missing Wall - Goes to Floor	5' 9" X 6' 8"	Opens into WORK_AREA
Door	2' 6" X 6' 8"	Opens into STORAGE_AREA

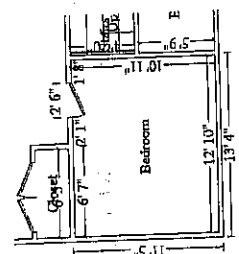
DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
Apply anti-microbial agent - after hours	121.46 SF	0.00	0.25	0.22	30.59
Water extract from floor - Cat 3 water - Heavy -aft bus hrs	121.46 SF	0.00	1.85	0.00	224.70
Clean floor - Heavy	121.46 SF	0.00	0.43	0.07	52.30
Tear out wet paneling, bag for disp. - Cat 3 - after hours	67.50 SF	0.74	0.00	0.36	50.31
Air mover (per 24 hour period) - No monitoring 1 Airmover, 6 Days. 11/09 - 11/15 3 Airmovers, 4 Days each. 11/11 - 11/15 Charges capped at 3 Days each.	12.00 EA	0.00	25.35	0.00	304.20
Dehumidifier (per 24 hour period) - Large - No monitoring 1 EVO Dehu, 6 Days. 11/09 - 11/15 Charges capped at 4 Days.	4.00 EA	0.00	71.00	0.00	284.00
Hydroxyl generator - odor counteractant - 3 optics 1 Hydroxyl, 4 Days. 11/11 - 11/15 Charges capped at 3 Days.	3.00 DA	0.00	225.22	0.00	675.66

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**CONTINUED - Hallway**

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
Totals: Hallway				0.65	1,621.76



Bedroom

Height: 7' 6"

339.58 SF Walls  
 479.68 SF Walls & Ceiling  
 15.57 SY Flooring  
 47.50 LF Ceil. Perimeter

140.10 SF Ceiling  
 140.10 SF Floor  
 45.00 LF Floor Perimeter

**Door**

2' 6" X 6' 8"

Opens into HALLWAY

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
Apply anti-microbial agent - after hours	140.10 SF	0.00	0.25	0.25	35.28
Water extract from floor - Cat 3 water - Heavy -aft bus hrs	140.10 SF	0.00	1.85	0.00	259.19
Clean floor - Heavy	140.10 SF	0.00	0.43	0.08	60.32
Tear out wet paneling, bag for disp. - Cat 3 - after hours	43.68 SF	0.74	0.00	0.24	32.56
Air mover (per 24 hour period) - No monitoring	6.00 EA	0.00	25.35	0.00	152.10
1 Air mover, 6 Days, 11/09 - 11/15					
1 Air mover, 4 Days, 11/11 - 11/15					
Charges capped at 3 Days each.					
Dehumidifier (per 24 hour period) - Large - No monitoring	4.00 EA	0.00	71.00	0.00	284.00
1 EVO Dehu, 6 Days, 11/09 - 11/15					
Charges capped at 4 Days.					

Totals: Bedroom

0.57

823.45



Stairway

Bathroom

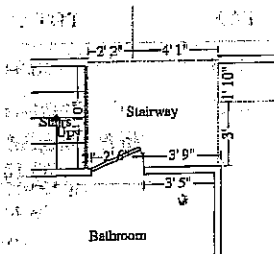
Height: 7' 6"

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**CONTINUED - Bathroom**

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
Apply anti-microbial agent - after hours	52.71 SF	0.00	0.25	0.09	13.27
Water extract from floor - Cat 3 water - Heavy -aft bus hrs	52.71 SF	0.00	1.85	0.00	97.51
Clean floor - Heavy	52.71 SF	0.00	0.43	0.03	22.70
<b>Totals: Bathroom</b>				0.12	133.48



**Stairway**

**Height: 7' 6"**

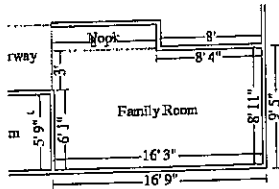
31.46 SF Walls	31.25 SF Ceiling
62.71 SF Walls & Ceiling	31.25 SF Floor
3.47 SY Flooring	3.92 LF Floor Perimeter
11.25 LF Ceil. Perimeter	

- Missing Wall 2' 2" X 7' 6" Opens into HALLWAY
- Missing Wall 4' 1" X 7' 6" Opens into UTILITY\_ROOM
- Missing Wall 1' 10" X 7' 6" Opens into NOOK
- Missing Wall 3' X 7' 6" Opens into FAMILY\_ROOM
- Door 2' 6" X 6' 8" Opens into BATHROOM
- Missing Wall 4' 10" X 7' 6" Opens into STAIRS

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
Apply anti-microbial agent - after hours	31.25 SF	0.00	0.25	0.06	7.87
Water extract from floor - Cat 3 water - Heavy -aft bus hrs	31.25 SF	0.00	1.85	0.00	57.81
Clean floor - Heavy	31.25 SF	0.00	0.43	0.02	13.46
<b>Totals: Stairway</b>				0.08	79.14

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**Family Room**

Height: 7' 6"

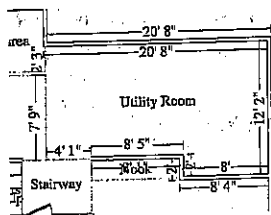
296.88 SF Walls	146.72 SF Ceiling
443.59 SF Walls & Ceiling	146.72 SF Floor
16.30 SY Flooring	39.58 LF Floor Perimeter
39.58 LF Ceil. Perimeter	

Missing Wall  
 Missing Wall

8' 1" X 7' 6" Opens into NOOK  
 3' X 7' 6" Opens into STAIRWAY

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
Apply anti-microbial agent - after hours	146.72 SF	0.00	0.25	0.26	36.94
Water extract from floor - Cat 3 water - Heavy -aft bus hrs	146.72 SF	0.00	1.85	0.00	271.43
Clean floor - Heavy	146.72 SF	0.00	0.43	0.09	63.18
Tear out wet paneling, bag for disp. - Cat 3 - after hours	164.25 SF	0.74	0.00	0.89	122.44
Air mover (per 24 hour period) - No monitoring	9.00 EA	0.00	25.35	0.00	228.15
1 Airmover, 6 Days. 11/09 - 11/15 2 Airmovers, 4 Days each. 11/11 - 11/15 Charges capped at 3 Days each.					
				1.24	722.14

Totals: Family Room



**Utility Room**

Height: 7' 6"

384.38 SF Walls	225.10 SF Ceiling
609.47 SF Walls & Ceiling	225.10 SF Floor
25.01 SY Flooring	51.25 LF Floor Perimeter
51.25 LF Ceil. Perimeter	

Missing Wall  
 Missing Wall  
 Missing Wall

2' 3" X 7' 6" Opens into WORK AREA  
 7' 9" X 7' 6" Opens into HALLWAY  
 4' 1" X 7' 6" Opens into STAIRWAY

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
Apply anti-microbial agent - after hours	225.10 SF	0.00	0.25	0.41	56.69
Water extract from floor - Cat 3 water - Heavy -aft bus hrs	225.10 SF	0.00	1.85	0.00	416.44
Clean floor - Heavy	225.10 SF	0.00	0.43	0.14	96.93

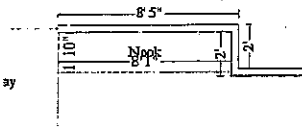
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 Tax ID # 26-2842257

**CONTINUED - Utility Room**

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
Totals: Utility Room				0.55	570.06

**Nook** **Height: 7' 6"**



75.63 SF Walls	14.82 SF Ceiling
90.44 SF Walls & Ceiling	14.82 SF Floor
1.65 SY Flooring	10.08 LF Floor Perimeter
10.08 LF Ceil. Perimeter	

**Missing Wall** **8' 1" X 7' 6"** **Opens into FAMILY\_ROOM**  
**Missing Wall** **1' 10" X 7' 6"** **Opens into STAIRWAY**

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
Apply anti-microbial agent - after hours	14.82 SF	0.00	0.25	0.03	3.74
Water extract from floor - Cat 3 water - Heavy -aft bus hrs	14.82 SF	0.00	1.85	0.00	27.42
Clean floor - Heavy	14.82 SF	0.00	0.43	0.01	6.38

Totals: Nook 0.04 37.54

Total: Chamber 1 3.55 4,331.35

Line Item Totals: MARQUETTE\_1546 3.55 4,841.97

**Grand Total Areas:**

2,160.34 SF Walls	861.10 SF Ceiling	3,021.44 SF Walls and Ceiling
871.25 SF Floor	96.81 SY Flooring	281.27 LF Floor Perimeter
0.00 SF Long Wall	0.00 SF Short Wall	327.00 LF Ceil. Perimeter
871.25 Floor Area	937.19 Total Area	1,972.08 Interior Wall Area
1,105.00 Exterior Wall Area	130.00 Exterior Perimeter of Walls	
0.00 Surface Area	0.00 Number of Squares	0.00 Total Perimeter Length
0.00 Total Ridge Length	0.00 Total Hip Length	

ServiceMaster  
Region

## ServiceMaster of North Idaho

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Post Falls, ID 83854  
(208) 667-6633 (509) 927-9416 (208) 265-5544  
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Tax ID # 26-2842257

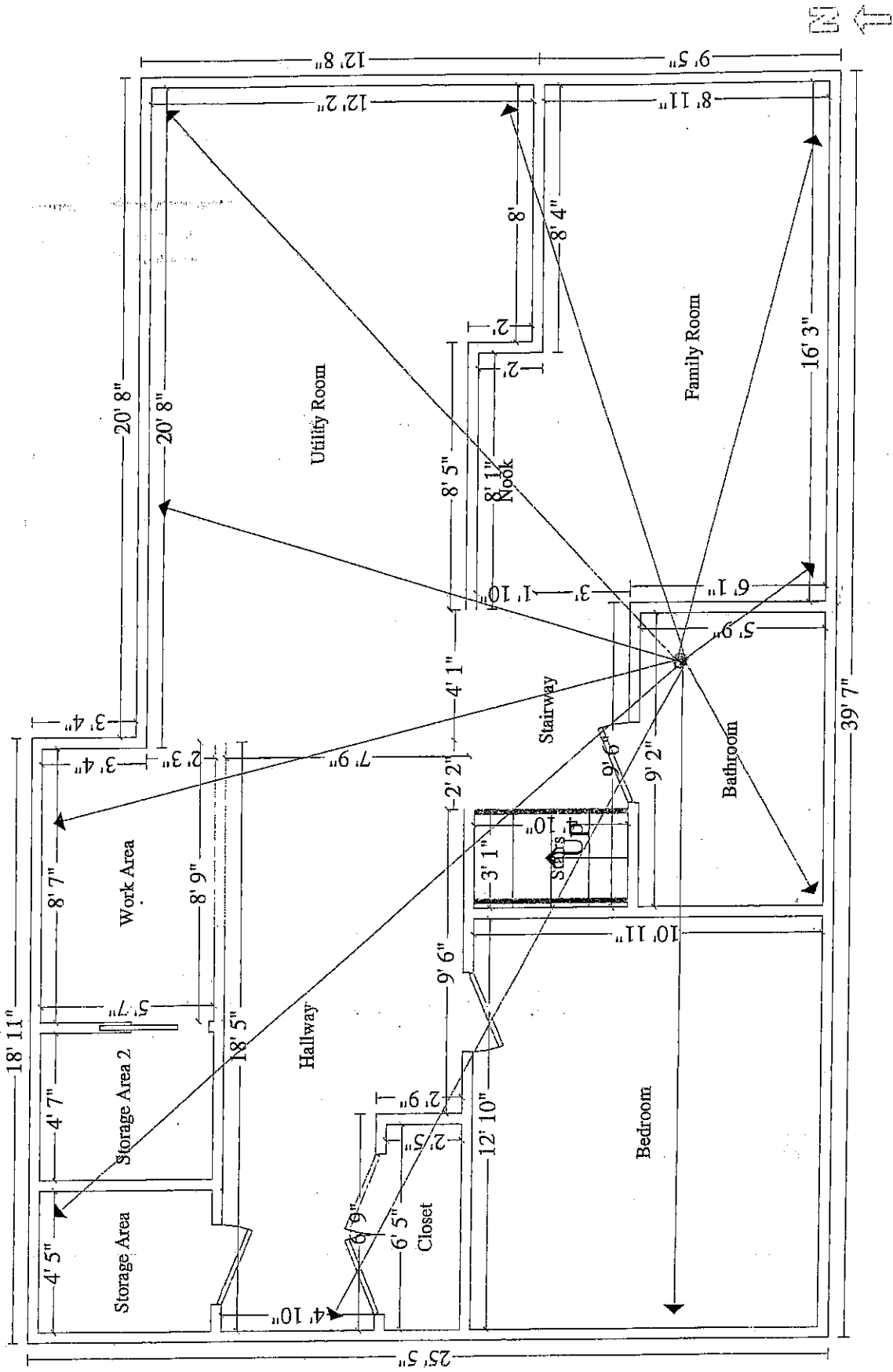
### Summary for Dwelling

Line Item Total	4,838.42
Material Sales Tax	3.55
<b>Replacement Cost Value</b>	<b>\$4,841.97</b>
<b>Net Claim</b>	<b>\$4,841.97</b>

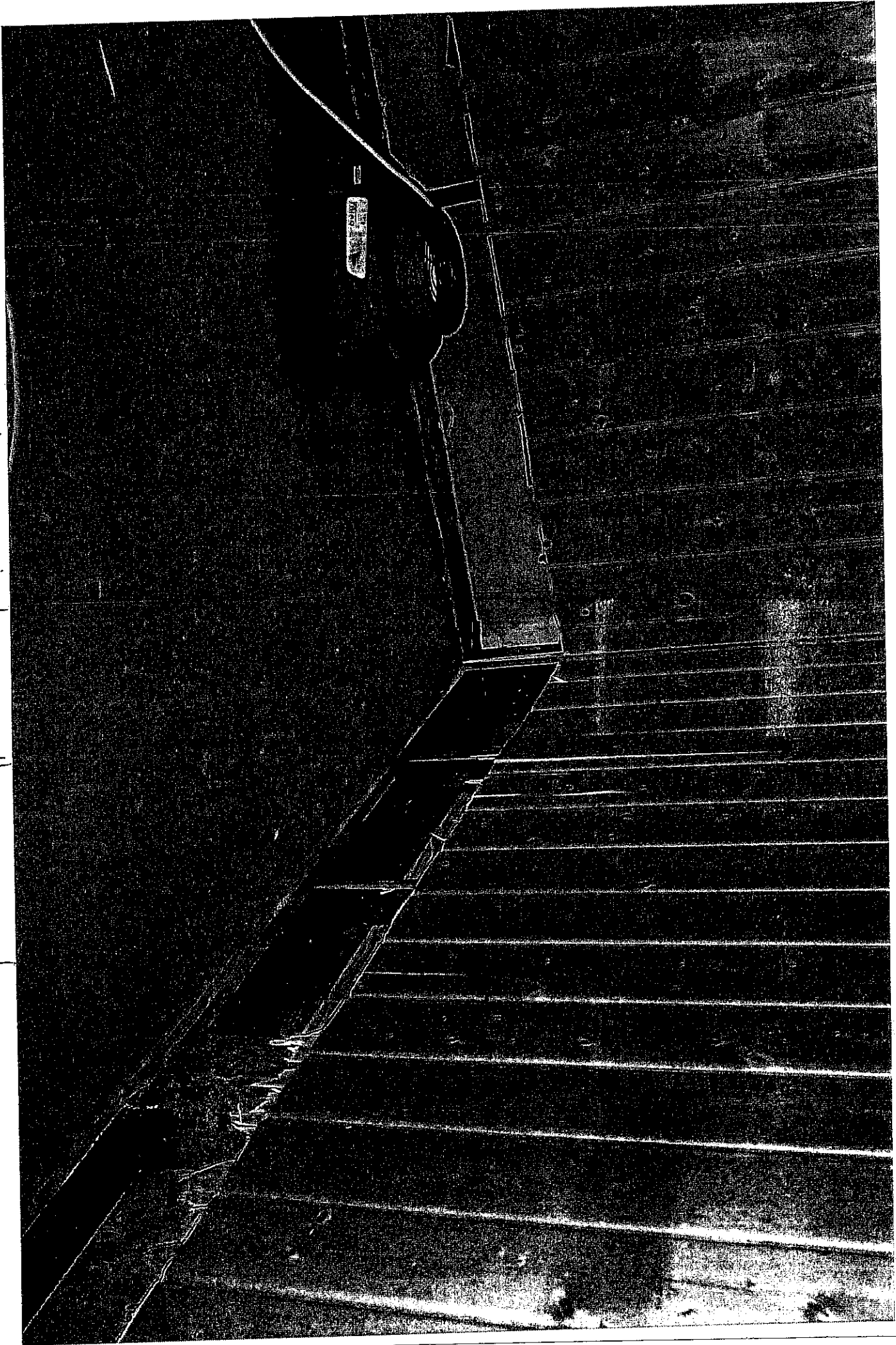
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Hailey Booth

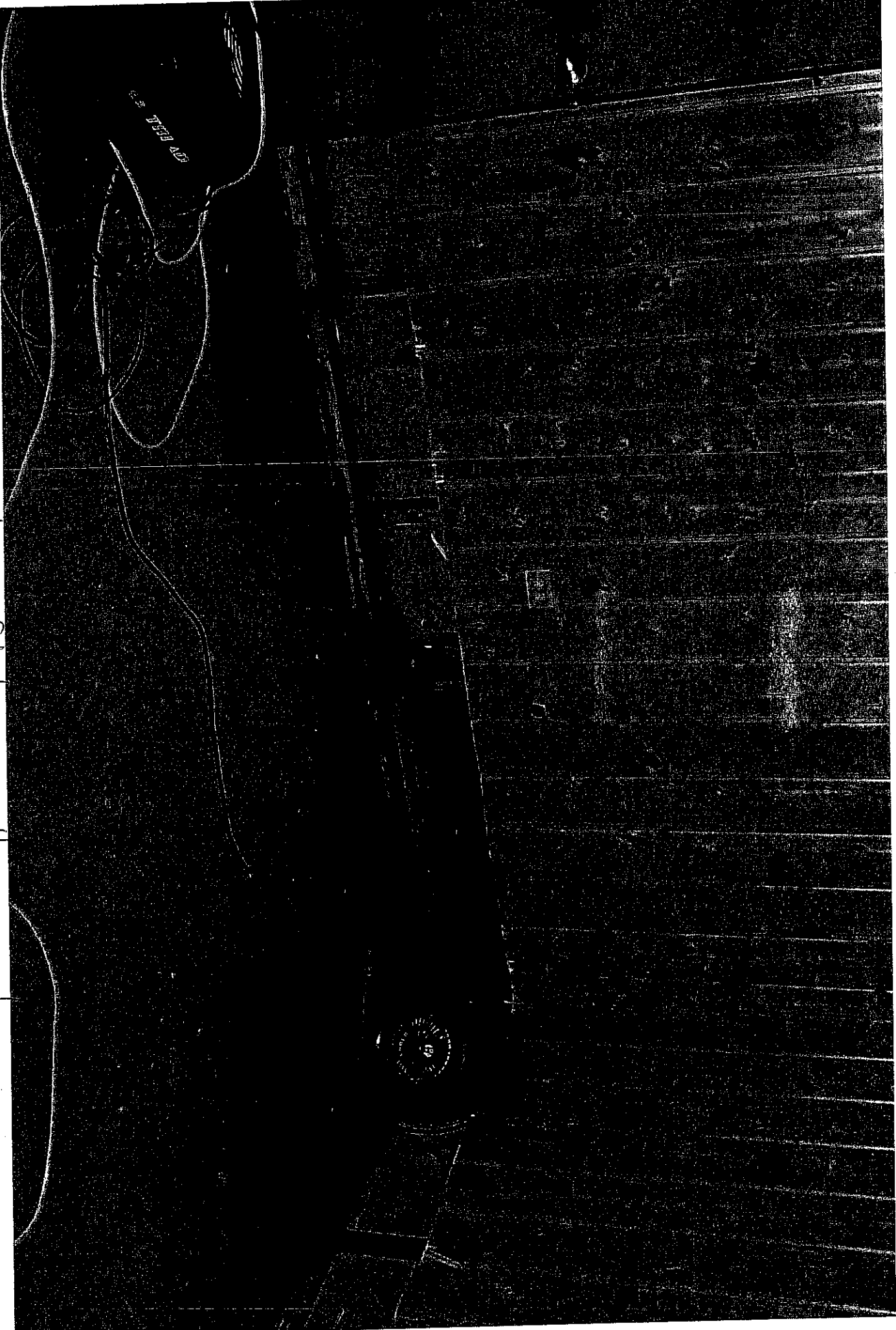




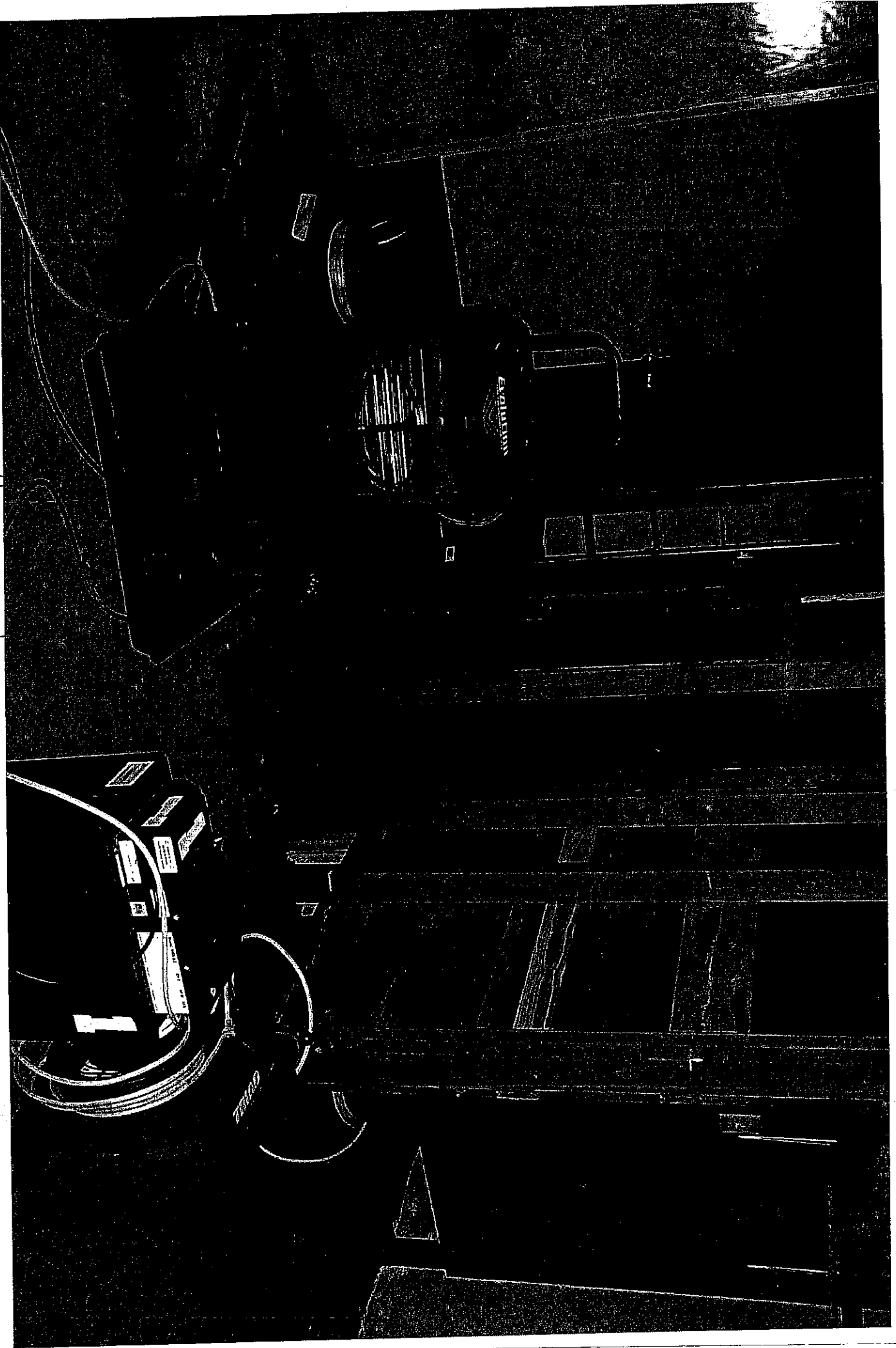
Portion of bedroom walls removed



portion of bedroom walls removed



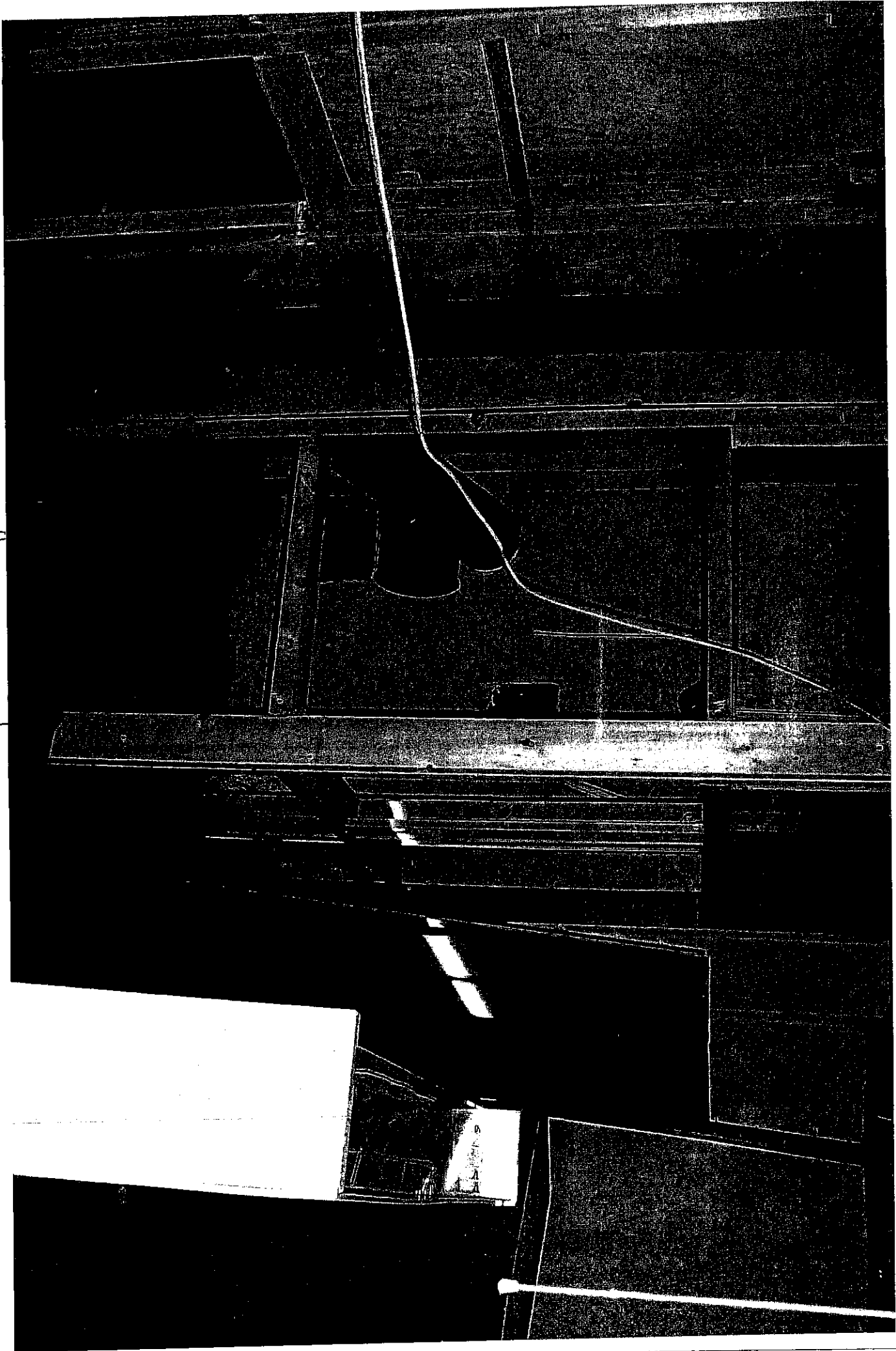
wall removed



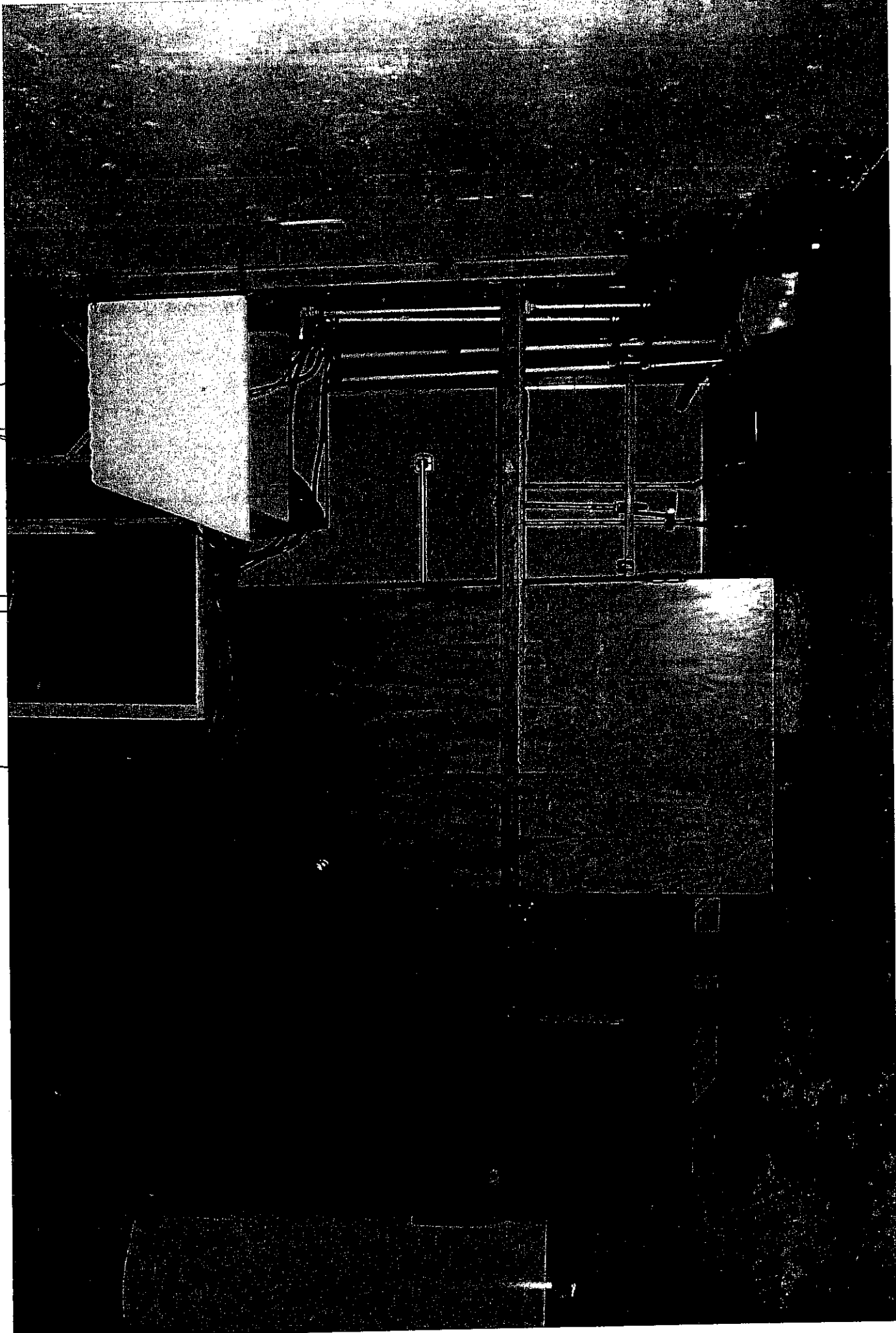
back of front wall removed



wall removed



bathtub wall removed



COPY

# 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!)

DEC 11 2013

208 255 9733

CITY OF BONNEERS FERRY

Name: Andy Howe Phone Number: (Home) 208 255 9733 (Work) 208 255 9733

Current Address: 1195 Mission Rd. PO Box 723 Bonners Ferry

Address for the Six Months Immediately Prior to the Date the Damage or Injury Occurred: Same

Date Damage or Injury Occurred: prior to 10/28/13 and 11/15/13 Time:                      A.M. or P.M.

Location of Occurrence: water Meter

Any Injuries? No If so, what type?                     

Describe How Damage or Injury Occurred: 2 separate pressure breaks within a few feet of the underground water meter. The location of the breaks are in the utility trench of the main line water and directly under the main water line. The type of line where breaks occurred is not typical of the galvanized pipe on our property and most likely was installed during mainline/meter utility work. Also the meter is located on the opposite side of the county road from our property.

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 820.00 repair cost + 200.00 diverted water consumption (damage, injury, etc.) in the amount of \$ 1020.00

DATE: 12/11/13 SIGNATURE: [Signature]



Kelly's Excavating Co.  
 6662 Fry St.  
 Bonners Ferry, Id. 83805

402462

CUSTOMER'S ORDER NO.	DEPARTMENT	DATE 10/28/13
NAME Andy Howe / Howe Farms		
ADDRESS P.O. Box 723		
CITY, STATE, ZIP B.F.		

SOLD BY	CASH	CREDIT	CHARGE	ON ACCT	ADVSE RETD	PAID OUT
---------	------	--------	--------	---------	------------	----------

QUANTITY	DESCRIPTION	PRICE	AMOUNT
1	10/28 Repair water line		
2			
3	12:30 - 4:05 Backhoe		357 00
4	labor		120 00
5	1 3/4 King nipple		5 00
6	1 3/4 splice		5 00
7	6 Hose clamps		7 00
8	4' 3/4 poly		
9	1 3/4 90°		3 00
10	1 3/4 coupler		2 00
11	11/15 Repair another leak		
12	7-9:30 Backhoe		237 00
13	4' from first leak		
14	6' 3/4 poly		4 00
15	7-9:30 Labor		80 00
16	Note: waterline is light weight utility line. Pressure splits		
17			
18	Total		820.00

RECEIVED BY
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**CITY OF BONNERS FERRY**

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



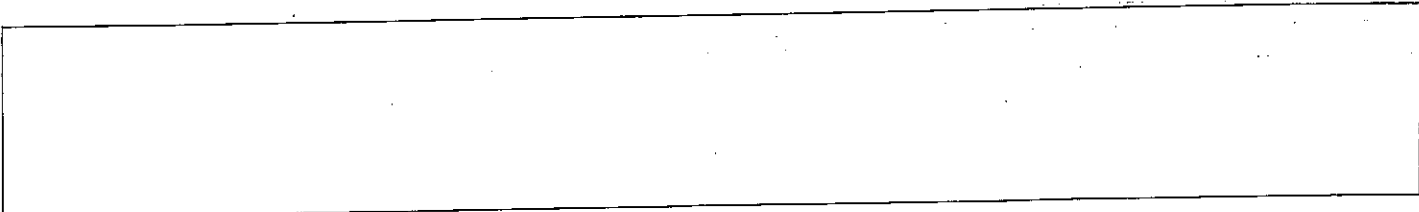
ACCOUNT NUMBER 67751-00		CUSTOMER NAME ANDY HOWE	
SERVICE LOCATION 1195 MISSION RD			
DATE BILLED 11/20/2013	DUE DATE 12/04/2013	AMOUNT DUE 428.82	

Phone: (208)267-3105 \* Fax: (208)267-4375

DATE	TYPE OF SERVICE	METER NUMBER	RATE SCHEDULE	TYPE	METER READING		MULTIPLIER	CONSUMPTION	CURRENT CHARGES
					PRESENT	PREVIOUS			
11/14/2013	ELECTRIC	43285121BF	ES1PX20	HAND HELD	4023	2934	1	1,089	77.53
11/14/2013	WATER	16529051BF	WC1X20	HAND HELD	55294	47785	1	7,509	152.41

CURRENT	229.94
PAST DUE	198.88
TOTAL DUE	428.82

DAYS OF SERVICE 32 FROM 10/14/2013 TO 11/14/2013



# *BEDC* Boundary Economic Development Council

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Date: December 13, 2013  
To: Bonners Ferry City Council  
From: David Sims  
Subject: Information about Cities owning and operating communication facilities

The state of Idaho does not currently expressly allow municipalities to operate communication facilities, including fiber networks. The City of Ammon, Idaho is working on legislation that would amend Idaho code to grant public agencies authority to construct, own and operate communication facilities. I have attached a preliminary draft from the City of Ammon of the proposed language.

I will keep you informed as this moves forward. It may be beneficial for the City to support the legislation if it is ultimately introduced, as it may effect the City's current fiber network and future efforts Bonners Ferry makes to expand its network.

Respectfully Submitted,

David Sims

**The proposed legislation is as follows:**

*Authority to provide advanced communications would be enacted as:*

Section 50-346 is hereby enacted to read as follows:

Public agencies, as defined by section 67-2327, Idaho Code, shall have the authority to construct, acquire, lease, own, equip, maintain, operate and finance advanced communications facilities, to acquire, own, lease and maintain any equipment, machinery, or other item necessary to provide advanced communications services, to provide telecommunications services to residents, and to enter into arrangements with other public agencies and private parties to do the same.

*Authority to utilize local improvement districts to finance advanced communications would be enacted as:*

Section 50-1703(a)(16) is hereby enacted to read as follows:

To construct, acquire, lease, own, equip, maintain and operate advanced communications facilities, to acquire, own, lease, maintain, operate and finance any equipment, machinery, or other item necessary to provide advanced communications services, to provide advanced communications services to residents, and to enter into arrangements with other public agencies and private parties to do the same.

U.S. Entity Regional Recommendation  
for the  
Future of the Columbia River Treaty after 2024

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December 13, 2013



# U.S. Entity Regional Recommendation for the Future of the Columbia River Treaty after 2024

## Introduction

The Pacific Northwest depends on a healthy Columbia River system to provide environmental sustainability, national energy independence, protection of public safety and infrastructure, and economic well-being. The Columbia River Treaty (Treaty) has provisions that should be improved to address this region's long-term ability to meet these objectives. Consequently, the region's sovereigns and stakeholders believe that modernization of the Treaty is in the best interest of the United States.

This recommendation identifies potential modifications to the Treaty post-2024. It begins by identifying regional goals for the future of the Treaty post-2024. It includes a set of general principles underlying this recommendation, followed by more specific recommendations related to a number of Treaty elements. Finally, in addition to this recommendation, we identify a number of matters related to possible post-2024 Treaty implementation for consideration by domestic interests.

The U.S. Entity developed the regional recommendation in collaboration and consultation with the region's sovereign states, federally recognized tribes, and a variety of stakeholders through an extensive, multi-year process known as the Columbia River Treaty Review.

## Regional Goal for the Columbia River Treaty

The Pacific Northwest recognizes the value of the Columbia River Treaty in facilitating shared water resource management in the Basin to maximize benefits to both the United States and Canada. When the Treaty was originally drafted in the 1960s, it was designed to optimize hydropower production and coordinate flood risk management as its two primary benefits. In terms of those purposes, the Treaty has served the people of the region well. The assured streamflows under the Treaty support the region's hydropower system, which serves as a crucial backbone of the Pacific Northwest economy. The Treaty also has assisted in effectively managing flood risk to ensure public safety and facilitate regional development.

While the importance of the Basin's ecosystem has long been recognized and valued by those in the region, the Treaty does not identify ecosystem considerations. Significant efforts to address ecosystem concerns began in the 1980s through various avenues, and the region, principally through its electric utility ratepayers, has invested hundreds of millions of dollars annually to achieve ecosystem mitigation and improvements throughout the Basin over the intervening decades. In addition, the United States and Canadian entities in 1993 began using the flexibility in the Treaty to assist in meeting Endangered Species Act (ESA) requirements and to address ecosystem considerations on an annual basis through actions such as flow augmentation agreements. While it is recognized that significant ecological improvements are being implemented and realized in a number of critical areas and are anticipated to continue over time,<sup>1</sup>

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<sup>1</sup> There are a number of domestic actions that have contributed, and will contribute to ecological improvements in the Basin. These include the Federal Columbia River Power System Biological Opinion requirements under the Endangered Species Act, the Nez Perce Water Rights Agreements of 2004, actions under the Northwest Power and Conservation Council's Columbia River Basin Fish and Wildlife Program, actions under the Clean Water Act to improve water quality, and implementation of the Columbia Basin Fish Accords. In addition, there are numerous habitat and conservation programs and FERC license requirements associated with non-federal dams on the Columbia River.

there is an opportunity for inclusion of certain additional ecosystem operations to expand, enhance, and complement these existing ecosystem investments as part of the post-2024 Treaty.

There also is increasing awareness in the region that an imbalance has developed in the equitable sharing of the downstream power benefits resulting from the Treaty. When the Treaty was ratified, the United States and Canada structured Canada's share of these benefits as one-half of the downstream power benefits with the Canadian Treaty projects as compared to without those projects. An equitable sharing of these benefits should instead be based on the more realistic measure of the power value of coordinated operations as compared to non-coordinated operations. Based on the present formula developed in the 1960s, the estimated value of the Canadian share of the downstream benefits in 2024 is significantly greater than anticipated, and far exceeds the value of coordinated power operations under the Treaty.

Flood risk management continues to be a vitally important aspect of coordinated operations with Canada. Recent high water events in 1996/1997 in the Portland/Vancouver area and in the Kootenai River Basin in 2006 and 2012 are examples of the effectiveness of coordinated operations that reduced flood impacts to the communities in both Canada and the United States. After the first 60 years of assured flood risk management operations in Canadian reservoirs, the Treaty shifts to "Called Upon" procedures for post-2024 flood risk management operations. As the nation and region develop a better understanding of the potential implications of climate change, future flood risk management procedures need to be resilient to provide for public safety.

Other important elements of a modernized Treaty are current and future water supply to help meet regional needs for irrigation, municipal and industrial use, in-stream flows, navigation, and recreation. In addition, the Treaty should include both short- and long-term mechanisms that allow for adapting the Treaty to build in flexibility of operations as conditions change (e.g., climate change, ESA listings or de-listings, or as new information and technology become available).

Accordingly, the region's goal is for the United States and Canada to develop a modernized framework for the Treaty that ensures a more resilient and healthy ecosystem-based function throughout the Columbia River Basin while maintaining an acceptable level of flood risk<sup>2</sup> and assuring reliable and economic hydropower benefits. Therefore, it is important to achieve a modernized framework for the Treaty that balances power production, flood risk management, and ecosystem-based function as the primary purposes, while also recognizing and implementing all authorized purposes.<sup>3</sup>

It is essential to note in the reading of this recommendation that, while the inclusion of ecosystem-based function as a third primary purpose of this Treaty is being recommended, a very important balance of water management uses has been established in the Basin and its tributaries over the past 50 years. This recommendation respects the importance, complexity, and trade-offs of each of these many uses and the benefits that the region has strived to achieve.

In summary, this recommendation seeks to formalize, provide certainty, and build on the many ecosystem actions already undertaken through annual or seasonal mutual agreements between the countries, while also providing a net increase in U.S. power benefits based on the actual value of coordinated operations

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<sup>2</sup> Throughout this document, "acceptable" flood risk is defined as "similar to the current level" of flood risk; however, the "acceptable" level of flood risk may change pending the outcome of a regional flood risk review process post-2013 as noted in item 1 listed in the *Domestic Matters to be Addressed Post-2013* section at the end of this document.

<sup>3</sup> In this document, the "primary purposes" refers to the "benefits" to be achieved through the Treaty. Where noted, "authorized purposes" is used to connote those purposes that have been authorized in the Basin through the United States Congress.

with Canada, preserving an acceptable level of flood risk to the people of the Basin, and continuing to recognize and implement the other authorized purposes in the Basin.

In this document the term “modernization” of the Treaty refers to the construct of a post-2024 arrangement. This construct could include amendments or revisions to the existing Treaty, diplomatic notes or protocols, or other means resulting in a modernized Treaty.

### **General Principles**

Nine key principles underlie this recommendation and a modern approach to the Columbia River Treaty. These General Principles are to be taken together with the intent that all of the interests addressed herein be improved.

1. Treaty provisions should enable the greatest possible shared benefits in the United States and Canada from the coordinated operation of Treaty reservoirs for ecosystem, hydropower, and flood risk management, as well as water supply, recreation, navigation, and other pertinent benefits and uses, as compared to no longer coordinating Treaty storage operations.
2. The health of the Columbia River ecosystem should be a shared benefit and cost of the United States and Canada.
3. The minimum duration of the Treaty post-2024 should be long enough to allow each country to rely on the Treaty’s planned operations and benefits for purposes of managing their long-range budgets, resource plans, and investments, but adaptable enough to allow responses to new information and changing conditions.
4. All operations of the Treaty should be based on the best available science, and, to the extent practicable, measurable outcomes.
5. U.S. federal reservoirs/projects will continue to meet authorized uses consistent with applicable legislation, Indian treaties and tribal rights, the U.S. Government’s trust responsibility to the tribes, and other U. S. laws such as the Clean Water Act and the Endangered Species Act. Non-federal U.S. projects will continue to meet their responsibilities pursuant to their Federal Energy Regulatory Commission licenses.
6. The United States and Canada should pursue a more coordinated use of Treaty and Canadian non-Treaty storage under the Treaty to increase the flexibility to, and benefits of, meeting ecosystem-based function, power, flood risk management, and other authorized water management purposes in both countries.
7. The region anticipates impacts from climate change to all of the elements described in this document. The strategy for adapting the Treaty to future changes in climate should be resilient, adaptable, flexible, and timely as conditions warrant.
8. It is recognized that modifications to the Treaty could result in new benefits and/or costs to both Canada and the United States. U.S. interests should ensure that costs associated with any Treaty operation are aligned with the appropriate party.
9. Implementation of ecosystem-based functions in the Treaty should be compatible with rebalancing the entitlement and reducing U.S. power costs.



## Recommendation Details

Consistent with the intent of the general goals and principles, the following sections provide more specific recommendations for a modernized Treaty.

### Hydropower

In order to maintain coordinated hydropower operations and a reliable, economically sustainable hydropower system in a modernized Treaty, the region recommends the following:

1. The United States should pursue rebalancing the power benefits between the two countries to reflect the actual value of coordinated operations. This rebalancing is necessary because the present Treaty power benefits are not equitably shared and Canada is deriving substantially greater value from coordinated power operations than the United States. Accordingly, for the Treaty to be sustainable after 2024, the United States should only provide benefits to Canada equivalent to one-half of the actual U.S. downstream capacity and energy benefits received from coordinated operations as compared to a non-coordinated operation.
2. The United States should renegotiate for the replacement of the present "Aspects of Delivery Agreement" to create the least-cost transmission strategy for both countries to return the Canadian Entitlement to Canada. This includes reconsidering the flexibility of the return.
3. A modernized Treaty should retain the ability for both the United States and Canada to maintain an economical and reliable power supply post-2024. This requires consideration of the implications of any reductions in generation capability for either country, including lost revenue, system reliability, substantial increases in loss-of-load probability, carbon emissions, renewable resource integration, energy efficiency and conservation, and shifts in streamflow quantity and timing due to climate change.
4. A modernized Treaty should avoid substantial changes in hydropower generation during peak load periods that result in lower system reliability or flexibility<sup>4</sup>.

### Flood Risk Management

In order to maintain coordinated flood risk management, and to protect public safety and the region's economy, the region recommends the following:

1. The United States should pursue post-2024 Treaty flood risk management through a coordinated operation plan that provides for an acceptable level of flood risk. Unless modified based upon future review of flood risk management policy for the Columbia River, the level of risk will be similar to the level of risk existing prior to 2024 (see *Domestic Matters to be Addressed Post-2013* section).
2. The United States should pursue an assessment with Canada of potential alternatives for post-2024 operations to meet flood risk management objectives, including the possibility of using planned or assured Canadian Storage.
3. The United States and Canada should establish a common understanding of the methods and procedures for post-2024 Called Upon, which should reflect the following principles based on the

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<sup>4</sup> Flexibility in the hydropower system is the ability of hydropower generation to respond rapidly to changes in the balance between demand and system generation and is critical for integrating variable renewable power generation such as wind and solar.

U.S. Entity White Paper: *Columbia River Post-2024 Flood Risk Management Procedure*,  
September 2011:

- A. Called Upon should be considered only if coordinated Canadian power, flood control, and other operations do not provide sufficient storage in conjunction with the use of U.S. system flood storage or when needed during refill season to modify planned Canadian releases.
  - B. Draft U.S. projects according to their storage reservation diagrams (SRDs). Future flood risk management studies may evaluate alternative SRDs to include incorporation of ecosystem-based function such as dry year operating strategies.
  - C. Define "effective use" as applying to the eight U.S. reservoirs authorized for system flood control.
4. The United States and Canada should identify reasonable compensation to Canada for economic losses and operating costs associated with Called Upon. Any payments for Columbia River flood risk management should be consistent with the national flood risk funding policy of federal funding with applicable local beneficiaries sharing those costs as appropriate.
  5. A modernized Treaty should enable the necessary flexibility to adapt both to changing flood risk management objectives in the United States and Canada and climate change (such as the potential for more frequent and intense winter flood events) to avoid additional risks to authorized purposes.

#### Ecosystem-based Function

In order to achieve the goal of modernizing the Treaty to further ensure a more comprehensive ecosystem-based function approach throughout the Columbia River Basin watershed, the region recommends the following:

1. A modernized Treaty should provide streamflows from Canada with appropriate timing, quantity, and water quality to promote productive populations of anadromous and resident fish and provide reservoir conditions to promote productive populations of native fish and wildlife. While recognizing existing Treaty obligations, a modernized Treaty should: (a) incorporate existing Treaty flow augmentation operations and accommodate post-2024 modifications to flow augmentation; (b) incorporate a dry-year strategy; and (c) gain long-term assurance of ecosystem-based functions rather than negotiating for these functions on an annual basis.
2. A modernized Treaty should recognize and minimize adverse effects to tribal, First Nations, and other cultural resources in Canada and the United States. To the extent there are adverse effects to U.S. cultural resource interests, such changes should be addressed under the Federal Columbia River Power System (FCRPS) Cultural Resources Program. This Program has the ability to be amended and expanded as needed if there are effects on cultural resources resulting from changes due to future operations in a modernized Treaty.
3. A modernized Treaty should be designed to be adaptable to meeting ecosystem-based function requirements as new information becomes available or conditions change (e.g., climate change) based on the management priorities of both countries.
4. The United States should pursue a joint program with Canada, with shared costs, to investigate and, if warranted, implement restored fish passage and reintroduction of anadromous fish on the

main stem Columbia River to Canadian spawning grounds. This joint program would proceed on an incremental basis, beginning with a reconnaissance-level investigation, and continue with implementation actions. All such federal actions at the Chief Joseph and Grand Coulee projects are subject to congressional authorization and appropriation. Modernized Treaty operations should not interfere with other opportunities to restore fish passage and reintroduction of fish in other blocked areas of the Columbia River Basin.

5. The United States should continue to coordinate its operation of Libby Dam with Canada, with the goal of achieving mutually desirable ecosystem benefits on both sides of the border. VarQ at Libby and Hungry Horse dams, including any modifications to VarQ, balances the multiple uses of the dams and incorporates ecosystem-based function.

#### Water Supply

Treaty Review studies indicate the potential for a modernized Treaty to allow for additional storage of water in Canada during the fall and winter, and release in the spring and summer. The Treaty should allow the storage and release of water from Canada in the spring and summer for additional in-stream and out-of-stream uses, including irrigation and municipal/industrial uses.

Irrigation has a long and important history in the Columbia River Basin for crop production and other purposes. The need for irrigation will only increase as the region continues to grow and as food supply and security continue to grow in importance. Operations under a modernized Treaty should recognize irrigation as an important authorized purpose in the Basin.

Any future water supply allocation decisions associated with a modernized Treaty should be subject to the requirement that they not adversely affect the operation of upstream reservoirs such as VarQ, and be made through a future domestic process and be consistent with ecosystem-based function and water rights, including tribal reserved water rights (see *Domestic Matters to be Addressed Post-2013* section).

#### Navigation

Since the Treaty was ratified in 1964, the regional and national economic significance of Columbia River navigation has grown. Operations under a modernized Treaty should recognize navigation as an important authorized purpose in the Basin and provide river flows that do not undermine safe navigation, efficient cargo movement, or the ability of navigation infrastructure to be maintained. This will ensure the economic value of port and transportation facilities, including commercial import and export of agricultural, bulk and manufactured goods.

#### Recreation

The region recognizes and supports the recreational and cultural opportunities that are a significant outcome of the Columbia River watershed management processes. Operations under a modernized Treaty should strive toward the protection of these resources.

#### Climate Change

A modernized Treaty should consider impacts from climate change to all elements described above, and create new terms in the post-2024 Treaty to allow the adaptive management of coordinated Treaty operations to better mitigate any impacts associated with climate change. The United States and Canadian Entities' Hydro-meteorological Team should continue to collaborate and share the best available climate change data and information.

### Recommendation Timeframe

The region recommends that the U.S. government make a decision by mid-2014 to proceed with a renegotiation of the Treaty with Canada in order to modernize the Treaty by incorporating the objectives in this regional recommendation. Further, the region recommends that the U.S. government seek to complete that effort no later than 2015. If the United States and Canada are unable to achieve agreement on key aspects of a modernized Treaty by 2015, other options to create a modernized post-2024 Treaty should be evaluated.

### Domestic Matters to be Addressed Post-2013

In addition to the preceding recommendation to the U.S. Department of State, this section identifies domestic matters related to possible post-2024 modernized Treaty implementation for consideration by domestic interests. Some of these are appropriate for consideration once the United States Entity makes its recommendation to the U.S. Department of State in 2013 and others are more appropriate for consideration once the U.S. government has a better understanding of post-2024 circumstances.

1. **U.S. Columbia River Basin Flood Risk Policy Review:** Pacific Northwest states and tribes support the pursuit of Congressional authorization and appropriations for a region-wide public process to assess potential changes to the current level of flood risk protection in the Columbia River Basin to enhance spring and summer flows. Any such process should occur between 2014 and 2024. Post-2024 Treaty provisions, including Called Upon, will be designed to adapt to any such changes that may be authorized. If a process is initiated, it will be a comprehensive approach, subject to public input, that addresses all opportunities to manage high flow events, including floodplain management, Columbia River Basin reservoir operations, and strategic improvements to existing levees and the need for additional levees. Potential impacts to other river uses and infrastructure such as navigation, bridges and other transportation features, hydropower, irrigation, recreation, fish and wildlife, and cultural resources also will be evaluated and addressed.
2. **Water Supply Allocation:** Pacific Northwest states, tribes, and appropriate federal agencies will design and initiate a process to allocate and manage any additional spring or summer flows for in-stream, irrigation, and municipal/industrial purposes derived through post-2024 Treaty operations. All water rights interests should be represented in this process. The U.S. Entity will incorporate decisions from this process into their post-2024 Treaty planning and operations. It is recognized that the states have authority to allocate and manage water pursuant to state law and consistent with other applicable law.
3. **Assessment of Canadian Entitlement:** BPA will host a public process in which states, tribes, federal agencies, and stakeholders can participate. This process will take place between 2014 and 2024 to assess the expected potential changes to its annual revenue requirements and rates due to any redesign of the Treaty post-2024. BPA also will discuss with the region how to manage those costs and benefits consistent with BPA's statutory authorities.
4. **Plan for Post-2024 Treaty Implementation:** Following the conclusion of the United States and Canadian negotiations of the terms of the post-2024 Treaty, and subject to funding, the U.S. Entity will lead an effort in consultation with regional sovereigns and stakeholders to develop a plan identifying the steps necessary to implement the modern Treaty post-2024. This plan will define the appropriate work needed to incorporate and implement any new ecosystem-based function, flood risk management, hydropower, and any other expected new operational objectives under the Treaty.

5. **U.S. Flood Plain Reconnection:** Tribal, federal, and state sovereigns will work with the Northwest Power and Conservation Council's Fish and Wildlife Program and the National Oceanic and Atmospheric Administration/National Marine Fisheries' Recovery Planning process (particularly estuary actions) or any other identified process throughout the Basin to advance selective flood plain reconnection for the purpose of achieving additional benefits from a modernized Treaty.
6. **U.S. domestic advisory mechanism:** The U.S. Department of State should establish and resource a structured domestic advisory mechanism to assist, inform, and advise the Department of State in the negotiations phase of this process. The Department of State should seek to involve a broad cross-section of regional parties in this mechanism. This mechanism may also be used to provide advice regarding additional work needed to address ecosystem-based function, hydropower, flood risk management, and other beneficial water uses.
7. **Composition of U.S. Entity:** At an appropriate time, membership of the U.S. Entity should be reviewed by the Administration, with consideration given to assuring a composition and membership that is best suited to effectively and efficiently implement the Treaty post-2024.

## United States Entity

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### Columbia River Treaty

P.O. Box 3621, Portland, OR 97208-3621

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**Chairman:**

Administrator and Chief Executive Officer  
Bonneville Power Administration  
Department of Energy

**Member:**

Division Commander  
Northwestern Division  
Corps of Engineers  
Department of the Army

13 December 2013

In reply refer to: BPA A-7 / USACE CENWD-DE

Ms. Sue Saarnio, Director  
Office of Canadian Affairs, WHA-CAN  
United States Department of State  
2201 C Street Northwest  
Washington, D.C. 20520

Dear Ms. Saarnio:

The purpose of this letter is to transmit the U.S. Entity's regional recommendation concerning the future of the Columbia River Treaty after 2024. The U.S. Entity for the Columbia River Treaty (Treaty) is composed of the Administrator of the Bonneville Power Administration and the U.S. Army Corps of Engineers Northwestern Division Engineer, and is charged with the duty to formulate and carry out the operating arrangements necessary to implement the Treaty. The attached recommendation is being provided to the U.S. Department of State and the Administration at the direction of the Interagency Policy Committee to produce a regional recommendation that reflects the broadest possible consensus.

The regional recommendation was developed by the U.S. Entity in collaboration and consultation with the region's sovereign states, federally recognized tribes, and a variety of stakeholders through an extensive, multi-year process known as the Columbia River Treaty Review (Treaty Review). The U.S. Entity submits that the Pacific Northwest region broadly supports modernization of the Treaty to bring about better and more balanced benefits, and believes this would be in the best interest of the region and the United States.

The stated goal of the regional recommendation is for both countries to develop a modernized Treaty framework that reflects the value of coordinated power operations with Canada, maintains an acceptable level of flood risk and supports a resilient and healthy ecosystem-based function throughout the Columbia River Basin. It is important to achieve a modernized framework for the Treaty that balances power production, flood risk management, and ecosystem-based function as the primary purposes addressed in the Treaty, while also meeting other congressionally authorized purposes of the U.S. projects, such as irrigation and navigation.

The recommendation includes general principles, followed by topic-specific recommendations for a modernized Treaty. In addition to the regional recommendation, we have included a section that identifies domestic matters for consideration by U.S. domestic interests to be addressed post-2013.

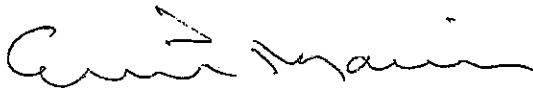
Throughout the Treaty Review process, every effort was made to achieve the broadest regional consensus possible. This recommendation represents the U.S. Entity's best effort to reflect the perspectives of the full spectrum of regional interests, but, like any process of this scope and complexity, some compromise

was necessary to garner as much region-wide support as possible. As such, not every opinion or perspective submitted to the U.S. Entity could be incorporated into the recommendation.

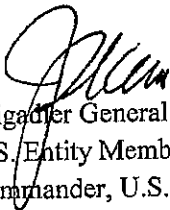
In forthcoming discussions at the national level, some parties may advocate for future Treaty operations that benefit certain uses over others. The U.S. Entity believes this would be inconsistent with the spirit and letter of this recommendation, which is built around the idea that all of the general principles outlined in this document are to be taken together and should be mutually achieved in a post-2024 Treaty. We support improving the Treaty for the benefit of all interests in the region by providing a collective net “win” and ensuring the Treaty is sustainable for the long term.

While the submission of this recommendation is an important first step, we understand that we now enter a new phase of review that will be carried out by the State Department in consultation with the Administration. The U.S. Entity, regional sovereigns and stakeholders remain very interested in participating in the State Department’s future review and any subsequent related actions or decisions. In particular, the U.S. Entity and its Northwest partners stand ready to work with our Canadian counterparts in coordination with the State Department to develop the details of a modernized Treaty that is fair, balanced, and sustainable.

Sincerely,



Elliot E. Mainzer,  
U.S. Entity Chair, Columbia River Treaty  
Acting Administrator, Bonneville Power Administration



Brigadier General John S. Kem  
U.S. Entity Member, Columbia River Treaty  
Commander, U.S. Army Corps of Engineers, Northwestern Division

Attachment: “U.S. Entity Regional Recommendation for the Future of the Columbia River Treaty after 2024”

## **Columbia River Treaty Power Group**

### **Position on the Regional Recommendation and Talking Points**

**December 13, 2013**

In general, the Regional Recommendation is a viable framework for moving this Columbia River Treaty review forward. While there is much work ahead, we support moving this process along.

- The Columbia River Treaty Power Group is pleased to see the U.S. Entity deliver the Regional Recommendation to the State Department and the Administration for further review. Following three years of regional consideration, this is a significant step for the future of the Columbia River Treaty.
- The Power Group, on behalf of 6.4 million electric customers, appreciates the work of the U.S. Entity, and particularly the more recent outreach to the Power Group. The recommendation has come a long way in the last few months.
- The Power Group appreciates the U.S. Entity has placed a high priority on the equitable sharing of downstream power benefits resulting from the coordinated operation under the Treaty. There is strong regional support for making the rebalancing of the Canadian Entitlement the top U.S. objective moving forward.
- Rebalancing the Canadian Entitlement to no more than one-half of actual benefits resulting from coordinated Treaty operation remains the highest priority issue to the Power Group. Reducing the financial burden to Northwest electric customers caused by a Canadian Entitlement vastly out of sync with current conditions and returning the use of clean, renewable hydroelectricity to the Northwest is clearly in the best interests of the United States.
- The Regional Recommendation is still very general on several important issues, including the ecosystem function. We will need to ensure current ecosystem programs and investments are fully recognized and any new proposed measures must not harm existing initiatives. Any ecosystem measures must be based on the best available science, be subject to cost and benefit analysis, provide practicable, measurable outcomes, and must not negatively impact electric system reliability or navigation and irrigation needs.
- Further, future negotiations with Canada related to the Columbia River Treaty and the ecosystem programs should be limited to issues and concerns that are truly international in scope. Any issues that are not directly related to cross-border coordination must be considered a domestic issue and addressed in the appropriate domestic forum.
- Now that the U.S. Entity's Regional Recommendation has been delivered to Washington, D.C., it is incumbent upon the State Department, with guidance from Northwest interests and the Congressional delegation, to expedite review of the Columbia River Treaty so the U.S. and Canada can begin to formally discuss the future of the Treaty promptly. The Power Group continues to believe that if a reasonable outcome with Canada cannot be achieved in the near future, the United States must consider all other options.
- The Power Group will closely monitor the Treaty review process and expects to work closely with other stakeholders in the Northwest, Governors, the Congressional delegation and the Administration. The Power Group will continue to advocate for Northwest electric customers regarding a post-2024 Columbia River Treaty review process in 2014.