

## **Welcome to tonight's City Council meeting!**

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

### **Vision Statement**

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

## **AGENDA CITY COUNCIL MEETING Bonners Ferry City Hall 7232 Main Street 267-3105 August 18, 2015 7:00 p.m.**

### **PLEDGE OF ALLEGIANCE**

### **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. Approval of August 4, 2015 Council Meeting Minutes

### **OLD BUSINESS**

5. Electric/Water/Sewer – Discuss Dump Truck

### **NEW BUSINESS**

6. City – Approve Parade Permit for Boundary County Fair Board for August 22, 2015 (attachment)
7. City – Approve Special Event Permit for Mountain Springs Church for Concert at 6789 Main Street on August 28, 2015 (attachment)
8. City – Discuss Fire Protection and Special Event Permit for Kyle Watts dba Woody's Gun and Pawn, LLC for Demolition Derby on August 29, 2015 at the Fairgrounds (attachment)
9. Water/Sewer – Discuss Certifications (attachment)
10. Electric – Authorize Advertisement to Bid for Rebuild of Unit 2 (attachment)
11. Fire – Discuss Fire Protection of City Infrastructure Outside City Limits

12. Police – Discuss Dispatch Agreement for Fiscal Year 2016 (attachment)
13. Police – Approve Reserve Officer
14. EDC – Discuss Funding Request (attachment)

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

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

**ADJOURNMENT**

**NEXT MEETING DATE**

**INFORMATION**

15. City – Notice of Tort Claim (attachment)
16. City – Notice of Tort Claim (attachment)
17. Electric – Bonneville Power Administration CHWM Contract Product Switching (attachment)

RECEIVED  
AUG 6 8 2015

City of Bonners Ferry  
Parade Permit Request

CITY OF BONNERS FERRY

Applicant: Boundary County Fair Board  
(Organization)

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

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

Address: PO Box 3098

Purpose: Fair

Parade Date: 8/22/15 Time: Noon

Describe parade route & include sketch: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

Special conditions: \_\_\_\_\_

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

Signature: Sandy Schnepf Title: Fair Administrator Phone: 267-7041

Date of request: 8/6/15 (minimum of 30 days advanced notice required.)

Approved: Chief of Police: Vic Wath Date: 8-15-15

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

**Fees Paid:**

Special Event Fee \$35.00 Waived \_\_\_\_\_ Paid ✓ Date: 8/6/15

Cleanup Fee \$100.00 Waived \_\_\_\_\_ Paid ✓ Date: 8/6/15

8/12/15  
copy to police file

ARIZONA STREET

KOOTENAI STREET

BONNER STREET

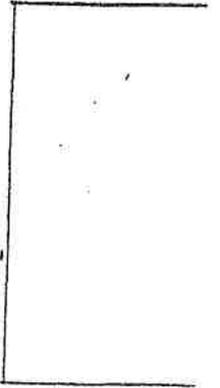
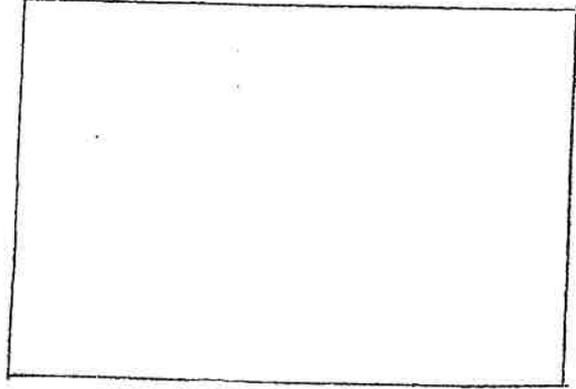
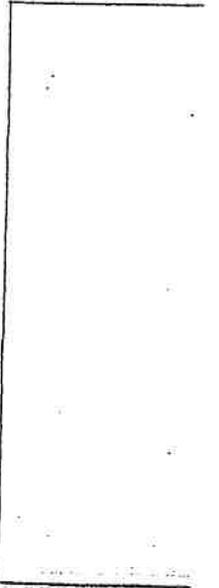
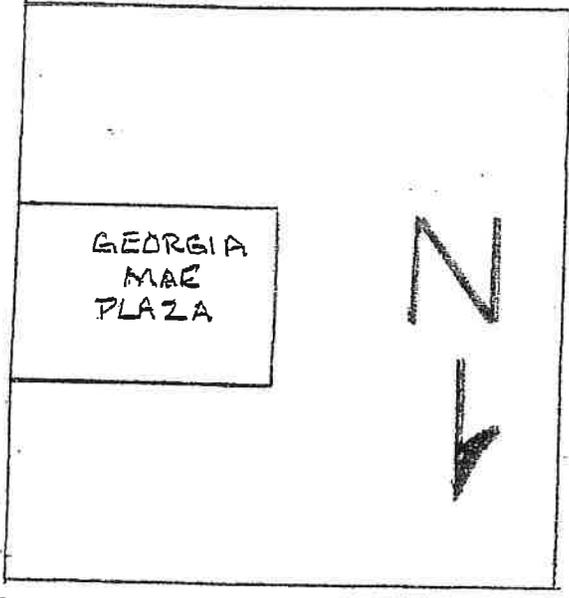
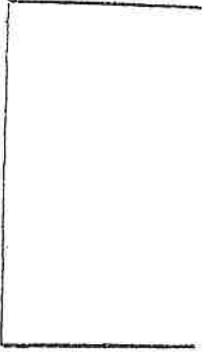
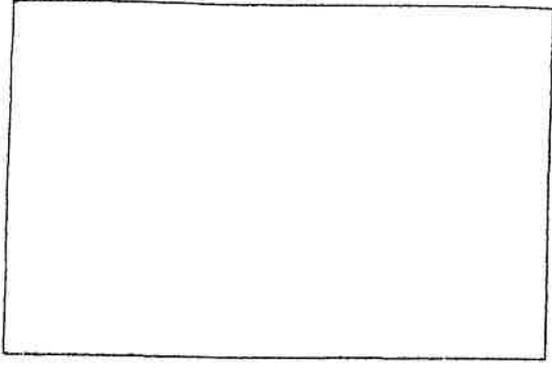
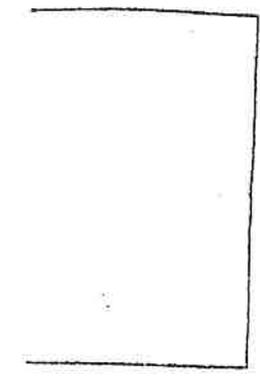
MAIN STREET

FIRST STREET

GEORGIA  
MAE  
PLAZA



TO FAIRGROUNDS →



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

Date of Application 8-3-2015  
License Issued to: Life Night  
Business Name: Mountain Springs Church  
Mailing Address: PO BOX 206  
Physical Address: 6789 Main Street  
Phone Number: 208-267-7777 (208-946-3534)  
Type of Event: Concert for Students  
Dates of Event: 8-28-2015  
Location of Event: 6789 Main Street - parking lot  
Time of Event: 7pm

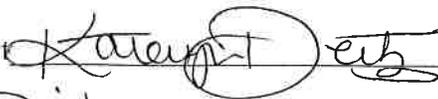
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AUG 03 2015  
CITY OF BONNERS FERRY

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

The following requirements must be met:

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

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

Authorized Signature for Applicant   
Printed Name Katelyn Deitz  
Office/Title Organizer

**Office Use:**

Fee Paid 135.<sup>00</sup> Date 8-3-15 Receipt No. \_\_\_\_\_  
Approved By \_\_\_\_\_ Date \_\_\_\_\_

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

Date of Application 8/4/15  
License Issued to: Kyle Watts  
Business Name: Woody's Gun and Pawn LLC  
Mailing Address: PO Box 1698  
Physical Address: 7197 MAIN ST  
Phone Number: 208-290-3902  
Type of Event: Demolition Derby  
Dates of Event: 8/29/2015  
Location of Event: Boundary County Fairgrounds  
Time of Event: 6:00 PM

RECEIVED  
AUG 04 2015  
CITY OF BONNERS FERRY

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

The following requirements must be met:

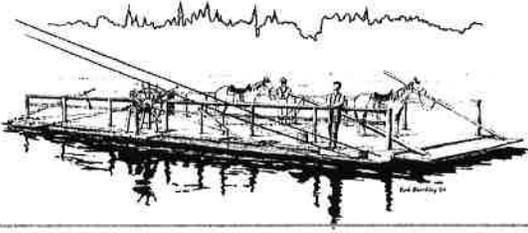
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- C. A clean-up fee of one hundred dollars (\$100.00); all, some or none of which will be returned upon recommendation of the Chief of Police after his inspection of the premises after the organization has left the premises and their permit expired. The foregoing fee is subject to change from time to time by resolution of Council.

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

Authorized Signature for Applicant   
Printed Name Kyle Watts  
Office/Title Owner

**Office Use:**

Fee Paid 135.<sup>00</sup>      Date 8-4-15      Receipt No. \_\_\_\_\_  
Approved By \_\_\_\_\_      Date \_\_\_\_\_



## CITY OF BONNERS FERRY

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

# MEMO

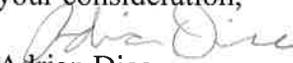
**Date:** 8/4/2015  
**To:** Honorable Mayor and City Council  
**From:** Adrian Dice, Superintendent of Water and Sewer  
**Re:** Pay increase for certifications held

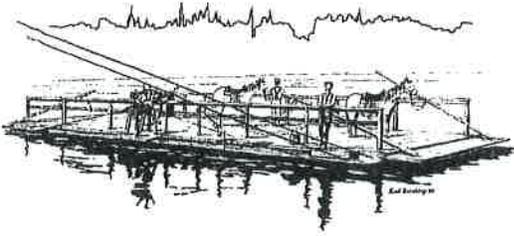
As you know, the employees of the water and sewer department get a base rate wage, plus \$.50/hour per certification held. The list of certifications the water and sewer department get compensated for is listed out in the memo regarding wages, approved by the council on 7/1/2014 (attached). I would like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

- 1- We can get a certification for Water Distribution 3, but can only be compensated up to Water Distribution 2. I would like us to have compensation up to the Water Distribution 3 level. Currently no one is licensed at that level, so there is no change in cost to the city.
- 2- We can get a certification for Sewer Collections 3, but are only compensated up to Sewer Collections 2. I would like us to have compensation up to the Sewer Collections 3 level. Currently no one is licensed at that level, so there is no change in cost to the city.
- 3- We run a wastewater lab, and can get certification for Wastewater Lab 1 and 2, but are not compensated for it. I would like us to have compensation for Wastewater Lab 1 and 2. Currently no one is licensed at that level, so there is no change in cost to the city.
- 4- The city is required to have Certified Pool Operators on staff in order to open the city pool. We are not compensated for having this certification. I would like us to be compensated for the CPO certification. Currently 2 staff members hold this certification, so at \$.50/ hour X2, the cost to the city would be about \$2,080.00/ year.

Items 1, 2, and 3 are not currently compensated due to the fact that we aren't specifically required to have those certifications to operate, though we do a lot of sewer lab work, and it doesn't look good not having a licensed professional doing it. In the past compensation was offered for Wastewater Lab Levels 1, 2, 3, and 4, but was rescinded at some point in the last few years. Item 4 is a requirement. The reason I make this request is that the subject has come up repeatedly in the department, as the current structure is seen as somewhat inconsistent and unfair. Likewise there is an unwillingness to continue learning and growing beyond what is compensated. That is unfortunate, but I believe it is in the best interest of the city to motivate staff to be the best they can be

Thank you for your consideration,

  
Adrian Dice  
Superintendent of Water and Sewer



# MEMO

CITY OF BONNERS FERRY

Approved  
by Council  
7.1-14

Date: 29 May 2014, Revised 7/2/14  
To: City Council

Following is a wage adjustment proposal for the Council Consideration:

The wage increase to be a minimum of 5%, except new hires within the past 6 months and to be effective first full pay period in Fiscal Year 2015.

### **Office staff and police:**

Increase the office staff by \$1.25 per hour.

### **Water/Sewer/Street**

Use a wage chart for our employees who work in the Water, Sewer, and Street Departments, departments which are generally considered municipal public works.

We have for a number of years used a chart for the water/sewer employees with a base wage (currently \$15.23) plus 50 cents per certification. Then if an employee is a foreman this amount is increased by 10% and the superintendent is increased by 30%. The recommendation is to adapt this existing process to include the street department.

The existing water/sewer certifications are as follows:

- Water Treatment 1 through 4
- Water Distribution 1 through 2
- Sewer Treatment 1 through 3
- Sewer collections 1 through 2
- Backflow Tester

The proposal would be to add the following street certifications as follows:

- Weed Applicator
- Roads Scholar (LHTAC)
- Roads Master (LHTAC)
- Street Operator 1 through 4

- Operator 1 – 4,000 hours street department experience and department head recommendation
  - CDL/Basic truck driving,
  - Basic street maintenance skills
  - Basic mechanic skills
  - Basic small tractor operator
  - Basic large equipment operator

- Operator 2 - 10,000 hours street department experience and department head recommendation

# MEMO

CITY OF BONNERS FERRY  
Admin/Engineering

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Date: August 18, 2015  
To: City Council  
From: Mike Klaus  
Subject: **MOYIE POWERPLANT - UNIT 2 REPAIR**

With this memo I am asking for permission to bid the work required to rebuild unit #2 at the Moyie Powerhouse. Units 1, 3, and 4, have been rebuilt in recent years, and Unit #2 is last one to complete. If we bid now, I anticipate that the project will be complete in Jan/Feb 2016.

Please call me with any questions you may have.

Thanks, Mike





**Boundary County Commissioners**  
Dan R. Dinning, Chairman  
LeAlan L. Pinkerton, Commissioner  
Walt Kirby, Commissioner

Telephone (208) 267-7723  
Fax: (208) 267-7814  
commissioners@boundarycountyid.org

**BOUNDARY COUNTY**  
P. O. Box 419  
Bonners Ferry, ID 83805

(July 9, 2015)  
June 16, 2015

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

RE: CITY/COUNTY DISPATCH AGREEMENT

Dear Mayor Anderson:

Boundary County Commissioners would like to notify you of a proposed three percent (3%) increase to the current annual payment of \$27,707.00 that is to be issued to Boundary County for services provided as listed in the City/County Dispatch Agreement. The adjusted annual payment of \$28,500.00 is for Fiscal Year 2015-2016.

Enclosed for your reference is a copy of the letter we had sent to you last October 2014 requesting the City of Bonners Ferry plan for this increase.

Please review the agreement. After reviewing the agreement please sign where marked and return the original to the county. Commissioners will send you a fully executed copy.

Sincerely,

BOUNDARY COUNTY COMMISSIONERS

Dan R. Dinning, Chairman  
On Behalf of the Board of Boundary County Commissioners

mr



COPY

**Boundary County Commissioners**

Dan R. Dinning, Chairman  
LeAlan L. Pinkerton, Commissioner  
Walt Kirby, Commissioner

Telephone (208) 267-7723  
Fax: (208) 267-7814  
commissioners@boundarycountyid.org

**BOUNDARY COUNTY**  
**P. O. Box 419**  
**Bonnors Ferry, ID 83805**

October 6, 2014

City of Bonnors Ferry  
PO Box 149  
Bonnors Ferry, Idaho 83805

RE: City/County Dispatch Agreement

Dear Mayor Anderson:

Boundary County and the City of Bonnors Ferry will operate under the existing City/County Dispatch Agreement until such time as Commissioners receive the fiscal year 2014-2015 contract approved by Boundary County Civil Counsel. Once we have received this Agreement, we will forward it to you for signature.

Please note that Boundary County plans to implement a 3% increase for the fiscal year 2015-2016 City/County Dispatch Agreement so Commissioners politely request that the City of Bonnors Ferry plan accordingly.

We thank you for your patience.

Respectfully,

Boundary County  
Board of Commissioners

  
Dan R. Dinning, Chairman

  
LeAlan L. Pinkerton, Commissioner

  
Walt Kirby, Commissioner

## CITY/COUNTY DISPATCH AGREEMENT

This **AGREEMENT** by and between the CITY OF BONNERS FERRY, an Idaho Municipal corporation (City), and the COUNTY OF BOUNDARY, a political subdivision of the State of Idaho (County).

WITNESSETH:

WHEREAS, City operates and funds a full-time Police department; and

WHEREAS, County operates and funds a full time Sheriff's Department; and

WHEREAS, the maintenance of an additional dispatcher by each department would amount to duplication of services at the expense of the taxpayer; and

WHEREAS, Idaho Code Section 67-2326 authorizes joint service agreements where it is to the mutual advantage of the parties as well as provide functions in a manner that will best accord with geographic, economic, population and other factors influencing their respective needs and development; and

WHEREAS, City and County, each for itself, finds that a joint agreement for the funding and operation of a joint dispatching service does provide an advantage and does provide a service that will best accord with the geographic, economic and efficiency needs of each of them; and

WHEREAS, the term of said agreement begins on October 1, 2015 and terminates on September 30, 2016;

NOW, THEREFORE, the parties agree as follows:

1. County agrees as follows:

A. County will, and hereby does, authorize the Sheriff's Department to provide twenty-four hour dispatching service so that reasonable full-time dispatching service will be provided to the Sheriff's Department and City police, Fire Departments, Electric, Water, Sewer, Streets, and such other City Departments as necessity requires upon mutual agreement of all parties.

B. The funds identified in Section 2 below, delivered by City to County, will be paid to County as and for payment in full of City's obligation for dispatching service.

2. City agrees as follows:

A. City will, for Fiscal year 2015-2016, pay to County \$28,500 for such service, payable to County on or before January 15, 2016.

3. The parties jointly agree:

A. Sheriff will have complete and sole and only control of the positions of dispatcher and of the person occupying the same, including, but not limited by such inclusion, applying Sheriff's Department personnel policies.

B. The duration of this Agreement shall be from October 1 through September 30 of each succeeding Fiscal Year if renewed. Notice of non-renewal shall be provided in writing by either party not less than ninety (90) days prior to the expiration of this agreement, otherwise this agreement shall renew for an additional fiscal year with all terms and conditions unchanged except for the contract dollar amount, which shall be negotiated by the parties hereto in good faith.

C. This Agreement does not create any separate or legal entity.

D. The purpose of this Agreement, as outlined above, is to provide dispatch service for the joint benefit of the City Police, City Fire, and other departments as necessity requires and the Boundary County Sheriff's Department by mutual agreement of all parties.

E. It is specifically understood that this Agreement does not include any financial obligations the parties have regarding each of their uses of the North Idaho Crime laboratory.

4. In addition to the funding outlined above, all funding will be provided through the County budget process.

5. The administrator of this Agreement shall be the Sheriff, Boundary County, Idaho.

6. No real property will be involved in this Agreement, and the manner of acquiring, holding and disposing of personal property used in this agreement will be discretionary with the Sheriff, as outlined in his annual budget.

7. The work of these dispatchers will be solely as employees of County.

8. County will hold City harmless from all claims or causes of action arising

from acts of County, its agents or employees acting under or in relation to this Agreement.

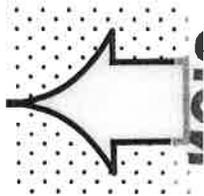
9. Further, it is acknowledged and agreed that this Agreement covers the provision of services only and that City by virtue of this Agreement acquires no interest in property owned or used by county as related to the Agreement and that City acquires no interest in dispatcher positions other than the services provided by such positions during the non-terminated and active time frame of this Agreement.

It is further agreed that no dispatcher shall be considered an employee of City for any purposes, including but no limited by such inclusion, worker's compensation and unemployment compensation.

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

CITY OF BONNERS FERRY

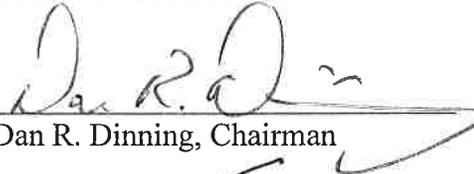
By \_\_\_\_\_  
Dave Anderson, Mayor



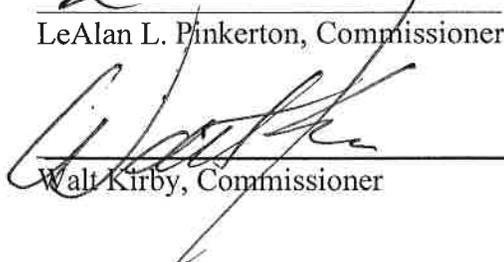
ATTEST:

\_\_\_\_\_  
KRIS LARSON, Clerk of  
the City of Bonners Ferry

COUNTY OF BOUNDARY  
BOARD OF COMMISSIONERS

  
Dan R. Dinning, Chairman

  
LeAlan L. Pinkerton, Commissioner

  
Walt Kirby, Commissioner

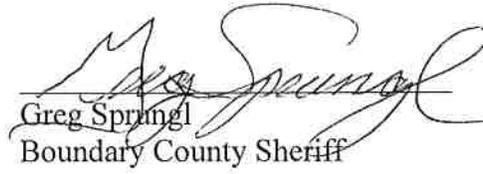


Attest:

Glenda Poston,  
Clerk of the Board of Commissioners



A handwritten signature in cursive script, reading "Glenda Poston", written over a solid horizontal line.



A handwritten signature in cursive script, reading "Greg Sprung", written over a solid horizontal line.

Greg Sprung  
Boundary County Sheriff

# *BEDC*

## Boundary Economic Development Council

PO Box 149, Bonners Ferry, ID 83805 (208)-304-2567

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August 10, 2015

Mayor Dave Anderson and Bonners Ferry City Council  
City of Bonners Ferry  
PO Box 149  
Bonners Ferry, ID 83805

Dear Mayor and Council,

The BEDC is funded from a grant from the State of Idaho Department of Commerce and contributions from the City of Bonners Ferry, City of Moyie Springs, the Kootenai Tribe of Idaho and Boundary County. The current funding amounts are as follows:

- State of Idaho                      \$35,000
- Kootenai Tribe of Idaho        \$ 4,000
- Boundary County                 \$ 4,000
- City of Bonners Ferry          \$ 4,000
- City of Moyie Springs          \$ 1,000

The BEDC appreciates the generous support that the City of Bonners Ferry has provided to the program since its inception.

The expenses for the BEDC program have exceeded the income for a number of years, reducing the balance of funds that the program started with. To make the program viable, we are requesting that the City of Bonners Ferry increases their contribution level to \$10,000 per year, the same level that Boundary County is planning to fund the program for the coming year.

Being the county seat and the population center of the county, Bonners Ferry is an important part of the economic well being of the county. Recent successful projects in Bonners Ferry that the BEDC has been involved with include the following:

- Community Choice Grant for Augusta Street (\$375,000 grant amount)
- SPOT expansion to Boundary County (\$60,000 grant amount)

- GEM grant for Library Fab Lab (\$35,000 grant amount)
- New Mobility West Highway 95 Report (technical assistance grant)
- Highway 95 Committee (public education and outreach for ITD Highway 95 project)
- Collateral materials for the Bonners Ferry Visitor Center (2015 Visitor Guide, June 2015 and County Road Atlas, in process)

Additionally, we have been working for nearly three years on attracting an additional retailer to the south hill area, and we believe we are close to having a commitment from the developer for this project.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "David Sims", written in a cursive style.

David Sims  
Director

# NOTICE OF TORT

## For Damage or Injury

RECEIVED  
AUG 03 2015

**ATTENTION:**

This form is to be completed by the claimant and is a requirement that 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 the Idaho Code: Title 6, Chapter 9. All claims must be filed promptly and in writing.

Name: Rick Riekema

Address: 6528 MADISON

City: Banner Ferry State: Id Zip Code: 83805

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

Home Number: (208) 262-6009 Work Number: (208) 610-6143

Date of Incident: 8.2.15 Time: 9:00  A.M. or P.M.

Location of Occurrence: 6528 MADISON

Injuries that Resulted: NO

Provide a Description of What Happened:  
(Please attach any additional information you deem necessary)

Tree Branch Shorted out House due to City  
Main Line Causing damage to TV's, AIR Conditioner, Irrigation  
System, medium 2 Closets, Fireplace, Sound BAR on TV  
Furnace.

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 Banner Ferry  
(a public entity)

for Damages in the amount of unknown  
(damage, injury, etc.)

If you were injured and you are on medicare/medicaid, please fill out the following as required by 42 U.S. C. 1395.

Date of Birth \_\_\_\_\_

SSN \_\_\_\_\_

Medicare/Medicaid Number \_\_\_\_\_

Signature: Rick Riekema

Date: 8-3-15

Submitted to Clerk  
8/10/2015

RECEIVED

AUG 10 2015

CITY OF BONNERS FERRY

TIMOTHY B. WILSON  
ATTORNEY AT LAW, P.A.  
P.O. BOX 3009  
BONNERS FERRY, ID 83805  
Phone: (208) 267-1777  
Fax: (208) 267-1760  
ISB #6479

**NOTICE OF TORT CLAIM**

July 30, 2015

TO: Kris Larson  
Bonners Ferry City Clerk  
7232 Main Street  
P.O. Box 149  
Bonners Ferry, ID 83805  
Phone: (208) 267-3105

cc: City Attorney

In accordance with Idaho Code Sections 6-901 et seq., the undersigned does hereby make and present his claims against the City of Bonners Ferry, State of Idaho.

**1. The full name and post office address of Claimant:**

REV. BR. TIMOTHY MARIE PIDA, ER. DIO  
194 Northgate Road  
Eureka, Mt 59917

**2. Residence of the Claimant:**

The Claimant currently resides at the above address and has continuously for a period of at least six months prior and is a resident of the State of Montana.

**3. All communications and notices relating to this claim shall be given to:**

TIMOTHY B. WILSON, Attorney at Law, P.O. Box 3009, Bonners Ferry, Idaho 83805;  
phone (208) 267-1777; fax (208) 267-1760.

**4. Basis of the Claim:**

This claim is based upon the actions of the CITY OF BONNERS FERRY through its agent, Officer WILLIAM COWELL in causing damage to the vehicle of REV. BR. TIMOTHY MARIE PIDA, ER. DIO. On March 18, 2015 Officer Cowell stopped Br. Pida on US 95, approximately milepost 508 for speeding. (Exhibit 1) At some point in the traffic stop Officer Cowell called for a drug dog to do a search of Br. Pida's vehicle. During the search, the drug dog severely scratched and gouged the outside of Br. Pida's vehicle. The other officer present at the scene is unknown to the claimant. Damage to the vehicle was in the amount of four thousand six hundred forty four dollars and twenty-four cents (\$4,644.24). (Exhibit 2)

**5. The individuals involved in said claim are:**

a. Officer WILLIAM COWELL, City of Bonners Ferry

**6. Witnesses:**

The list of witnesses includes but is not limited to the following persons:

a. Officer WILLIAM COWELL, City of Bonners Ferry

b. REV. BR. TIMOTHY MARIE PIDA, ER. DIO

**7. The Damages:**

Damage to the vehicle was in the amount of four thousand six hundred forty four dollars and twenty-four cents (\$4,644.24). (Exhibit 2) In addition, the claimant has had to retain the services of an attorney in this matter and thereby has been damaged additionally his reasonable attorney's fees and costs in this matter.

**8. Time and place of the damage and injury:**

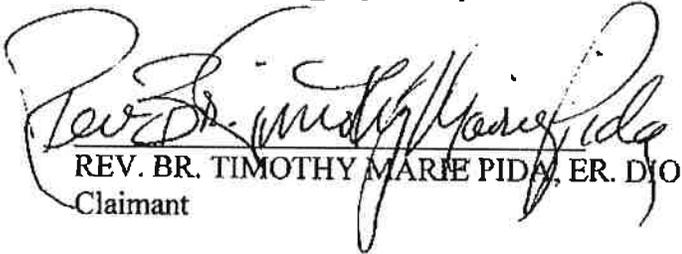
On March 18, 2015, at approximately 7:32 P.M., on Highway 95, approximately milepost 508, County of Boundary, State of Idaho.

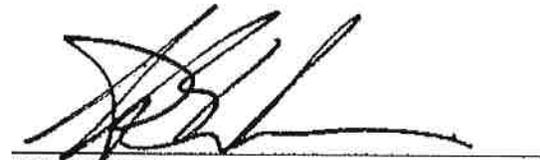
**9. Amount of damages claimed:**

The Claimant, REV. BR. TIMOTHY MARIE PIDA, hereby demands and makes a claim for monetary damages in the amount of four thousand six hundred forty four dollars and twenty-four cents (\$4,644.24) plus his reasonable attorney fees and costs. Current legal fees \$1000.00.

Total amount of the claim is \$5,644.24

DATED this 3 day of <sup>August</sup> July 2015.

  
REV. BR. TIMOTHY MARIE PIDA, ER. D/O  
Claimant

  
TIMOTHY B. WILSON  
WILSON LAW FIRM  
Attorney for BR. PIDA

**BONNERS FERRY POLICE DEPT**

**CASE REPORT - 215CR0001626**

Printed 04/07/2015-10:36

By DWBFWOODS

Page 1

SECURED BY DSP GAIL BROWN, 1455BBROW ON 03/18/15 AT 21:36  
Sector 2 Level 4

**CORE DATA**

Case Report# 215CR0001626  
 Other#  
 Master CR#  
 Classification  
 Ranking  
 Reported As T/S  
 Time Reported (WED) 03/18/2015 19:32  
 Taken By 11454  
 Reported How DISPATCH  
 Time of Occurrence 03/18/2015 19:32 (WED) To  
 Injuries  
 Weapons  
 Stolen Property\$ Stolen Vehicle\$  
 Damaged Property\$ Damaged Vehicle\$  
 Scene HWY 95 MP 508  
 Sector 2  
 Promise  
 Time Dispatched  
 Time On Scene 03/18/2015 19:32 VBF63  
 Time Cleared Scene 03/18/2015 19:59  
 Assigned To BFPD 38CCOWELL  
 Cleared 03/18/2015 NO FURTHER ACTION NECESSARY

**CORE**

Pattern  
 Time-Of-Day  
 Weather Condition  
 Forms Prepared

**EMBERS**

ASSIGNED COWELL WILLIAM (38CCOWELL)

**IMES**

OTHER PIDA, TIMOTHY G M 601 190 DOB 05/01/1960 SncSec U  
 Address 194 NORTHGATE RD EUREKA, MT 59907 Home Phone  
 Employer Occupation Work Phone  
 State#/NCIC# / Arrest# Deposed N  
 Gang ID How/By

**EXHIBIT**  
**2**

BONNERS FERRY POLICE DEPT

CASE REPORT - 215CR0001626

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By DWBFWOODS

Page 2

Sector 2 Level 6

SECURE SIGNED BY DSP GAIL BROWN, 1455BBROW ON 03/18/15 AT 21:38

VEHICLES

PLATE	562119C	MT		Value	U
Make				VIN	
Registered To				State-Entry#	
Address				NCIC-Entry#	
SUSP-VH	563119C	MT	15	Value	U
Make	04 LEXU	330	GRY	VIN	JTJHA31U840032118
Registered To	PIDA, TIMOTIY G			State-Entry#	
Address	194 N GATE RD EUREKA, MT 59917			NCIC-Entry#	

DISPATCH WRITTEN BY 1235EKSTR ON 03/18/2015

19:41 \BF63 STATUS> C-4

19:51 1235EKSTR> BRAVO UNIT OUT WITH HIM

19:57 \BF63 STATUS> C-4



**ABLE BODY SHOP INC.\_CF**

Workfile ID: 9941c7c9  
Federal ID: 81-0399047

Where Our Customers Will Send You!  
2025 US HIGHWAY 2 E, KALISPELL, MT 59901  
Phone: (406) 752-1125  
FAX: (406) 756-1884

**Preliminary Estimate**

**Customer: PIDA, TIMOTHY**

Written By: CHRISTY FIX

Insured: PIDA, TIMOTHY  
Type of Loss:  
Point of Impact:

Policy #:  
Date of Loss:

Claim #:  
Days to Repair: 0

**Owner:**  
PIDA, TIMOTHY  
SYCAMORE SYCAMORE TREE L.  
SWAN LAKE, MT 59911  
(516) 445-7150 Day

**Inspection Location:**  
ABLE BODY SHOP INC.\_CF  
2025 US HIGHWAY 2 E  
KALISPELL, MT 59901  
Repair Facility  
(406) 752-1125 Day

**Insurance Company:**

**VEHICLE**

Year: 2004	Body Style: 4D UTV	VIN: JTJHA31U840032118	Mileage In:
Make: LEXU	Engine: 6-3.3L-FI	License: AJK211	Mileage Out:
Model: RX330 4X4	Production Date: 7/2003	State: MT	Vehicle Out:
Color: GREY/GREEN Int: GRAY	Condition:	Job #:	

**TRANSMISSION**

Automatic Transmission  
4 Wheel Drive

**POWER**

Power Steering  
Power Brakes  
Power Windows  
Power Locks  
Power Mirrors  
Heated Mirrors  
Power Driver Seat  
Power Passenger Seat

**DECOR**

Dual Mirrors  
Privacy Glass  
Console/Storage  
Wood Interior Trim  
**CONVENIENCE**  
Air Conditioning  
Intermittent Wipers  
Tilt Wheel  
Cruise Control  
Keyless Entry  
Alarm  
Message Center  
Steering Wheel Touch Controls

Rear Window Wiper  
**RADIO**  
AM Radio  
FM Radio  
Stereo  
CD Player  
Cassette  
**SAFETY**  
Drivers Side Air Bag  
Passenger Air Bag  
Anti-Lock Brakes (4)  
4 Wheel Disc Brakes  
Traction Control

Stability Control  
Front Side Impact Air Bags  
Head/Curtain Air Bags  
**SEATS**  
Cloth Seats  
Bucket Seats  
**WHEELS**  
Aluminum/Alloy Wheels  
**PAINT**  
Clear Coat Paint  
**OTHER**  
Fog Lamps  
Rear Spoiler



**Preliminary Estimate**

**Customer: PIDA, TIMOTHY**

Vehicle: 2004 LEXU RX330 4X4 4D UTV 6-3.3L-FI GREY/GREEN

Line	Oper	Description	Part Number	Qty	Extended Price \$	Labor	Paint
1		<b>FRONT BUMPER</b>					
2	R&I	R&I bumper cover				1.6	
3	* <>	Rpr Bumper cover US built w/distance sensor w/o lamp wash				1.0	2.6
4		<b>FRONT LAMPS</b>					
5	R&I	LT R&I headlamp assy				0.3	
6	R&I	RT R&I headlamp assy				0.3	
7		<b>HOOD &amp; GRILLE</b>					
8	*	Rpr Hood				1.0	2.8
9		Overlap Major Non-Adj. Panel					-0.2
10	R&I	R&I grille assy				0.3	
11		<b>FENDER</b>					
12	*	Rpr RT Fender assy				1.0	2.0
13		Overlap Major Adj. Panel					-0.4
14	*	Rpr LT Fender assy				1.0	2.0
15		Overlap Major Adj. Panel					-0.4
16	R&I	RT Fender liner				0.5	
17	R&I	LT Fender liner				0.5	
18		<b>FRONT DOOR</b>					
19	*	Rpr RT Outer panel				1.0	2.0
20		Overlap Major Adj. Panel					-0.4
21	*	Rpr LT Outer panel				1.0	2.0
22		Overlap Major Adj. Panel					-0.4
23	R&I	RT Belt w'strip Japan built				0.3	
24	R&I	LT Belt w'strip Japan built				0.3	
25	*	R&I RT Body side mldg US built white				0.3	
26	#	CLEAN AND RETAPE MOLDING		1		0.2	
27	*	R&I LT Body side mldg US built white				0.3	
28	#	CLEAN AND RETAPE MOLDING		1		0.2	
29	R&I	RT Mirror assy w/o memory white				0.5	
30	R&I	LT Mirror assy w/o memory white				0.5	
31	R&I	RT Handle, outside US built white				0.4	
32	R&I	LT Handle, outside US built white				0.4	
33	R&I	RT R&I trim panel				0.5	
34	R&I	LT R&I trim panel				0.5	
35		<b>REAR DOOR</b>					
36	*	Rpr RT Outer panel				1.0	2.0
37		Overlap Major Adj. Panel					-0.4
38	*	Rpr LT Outer panel				1.0	2.0
39		Overlap Major Adj. Panel					-0.4
40	R&I	RT Belt w'strip Japan built				0.3	
41	R&I	LT Belt w'strip Japan built				0.3	
42	*	R&I RT Body side mldg US built white				0.3	

**Preliminary Estimate**

**Customer: PIDA, TIMOTHY**

Vehicle: 2004 LEXU RX330 4X4 4D UTV 6-3.3L-FI GREY/GREEN

43	#		CLEAN AND RETAPE MOLDING		1		0.2	
44	*	R&I	LT Body side mldg US built white				0.3	
45	#		CLEAN AND RETAPE MOLDING		1		0.2	
46	*	R&I	RT Run channel US built				0.3	
47	*	R&I	LT Run channel US built				0.3	
48		R&I	RT Fixed glass Lexus, US built gray				0.5	
49		R&I	LT Fixed glass Lexus, US built gray				0.5	
50		R&I	RT Moveable glass Lexus, US built gray				0.6	
51		R&I	LT Moveable glass Lexus, US built gray				0.6	
52			<b>QUARTER PANEL</b>					
53	*	Rpr	RT Quarter panel				1.0	2.2
54			Overlap Major Adj. Panel					-0.4
55	*	Rpr	LT Quarter panel				1.0	2.2
56			Overlap Major Adj. Panel					-0.4
57		R&I	Fuel door				0.3	
58		Blnd	Fuel door					0.2
59		R&I	RT Quarter glass Lexus, US built gray				2.0	
60		R&I	LT Quarter glass Lexus, US built gray				2.0	
61		R&I	RT Upper qtr trim US built, w/o television ivory				Incl.	
62		R&I	LT Upper qtr trim US built, w/o television ivory				Incl.	
63			<b>PILLARS, ROCKER &amp; FLOOR</b>					
64		R&I	RT Corner cover US built				0.2	
65		R&I	LT Corner cover US built				0.2	
66		R&I	RT Rocker molding US built				0.5	
67		R&I	LT Rocker molding US built				0.5	
68			<b>REAR LAMPS</b>					
69		R&I	RT Tail lamp assy				0.3	
70		R&I	LT Tail lamp assy				0.3	
71			<b>REAR BUMPER</b>					
72		R&I	R&I bumper cover				1.9	
73			<b>LIFT GATE</b>					
74	*	Rpr	Lift gate w/o power lift gate w/o navi				1.0	2.1
75			Overlap Major Adj. Panel					-0.4
76			Clear Coat					2.5
77		Repl	Nameplate "Lexus" Japan built	7544248060	1	31.63	0.2	
78		Repl	Nameplate "RX 330" Japan built	7544348040	1	34.80	0.2	
79		Repl	Emblem US built	754410E010	1	28.41	0.2	
80		R&I	Lift gate trim w/o navigation				0.3	

**Preliminary Estimate**

**Customer: PIDA, TIMOTHY**

Vehicle: 2004 LEXU RX330 4X4 4D UTV 6-3.3L-FI GREY/GREEN

white

81	<b>ROOF</b>				
82	R&I	RT Drip molding front			0.2
83	R&I	LT Drip molding front			0.2
84	R&I	RT Drip molding center Japan built			0.3
85	R&I	LT Drip molding center Japan built			0.3
86	R&I	RT Drip molding rear Japan built			0.3
87	R&I	LT Drip molding rear Japan built			0.3
88	R&I	RT Side rail			0.5
89	R&I	LT Side rail			0.5
90	#	MASK WINDSHIELD	1		0.5
91	#	COVER VEHICLE FOR OVERSPRAY	1		0.3
92	#	Subl HAZARDOUS WASTE REMOVAL	1	5.00 X	
93	#	Repl CORROSION PROTECTION	1	12.00 X	
94	#	GLUE REMOVAL	1		0.5
95	#	Prime and Block	1		2.0
<b>SUBTOTALS</b>					<b>111.84</b>
					<b>38.3</b>
					<b>22.8</b>

**ESTIMATE TOTALS**

Category	Basis	Rate	Cost \$
Parts			94.84
Body Labor	38.3 hrs @	\$ 60.00 /hr	2,298.00
Paint Labor	22.8 hrs @	\$ 60.00 /hr	1,368.00
Paint Supplies	22.8 hrs @	\$ 38.00 /hr	866.40
Miscellaneous			17.00
<b>Subtotal</b>			<b>4,644.24</b>
<b>Grand Total</b>			<b>4,644.24</b>
Deductible			0.00
<b>CUSTOMER PAY</b>			<b>0.00</b>
<b>INSURANCE PAY</b>			<b>4,644.24</b>

THE ABOVE DAMAGE REPORT IS BASED ON A VISUAL INSPECTION OF THE VEHICLE. IT MAY NOT SHOW ADDITIONAL REPAIRS REQUIRED ONCE THE WORK HAS STARTED. ONCE THE VEHICLE IS OPENED UP, DAMAGES THAT WERE NOT READILY VISABLE AT THE TIME THIS DAMAGE REPORT WAS DONE, MAY BE REQUIRED. PARTS PRICES ARE BASED ON THE BEST ESTIMATE AT THE TIME AND MAY BE SUBJECT TO CHANGE AS/PER MANUFACTURE'S INVOICE.

## Preliminary Estimate

**Customer: PIDA, TIMOTHY**

Vehicle: 2004 LEXU RX330 4X4 4D UTV 6-3.3L-FI GREY/GREEN

Estimate based on MOTOR CRASH ESTIMATING GUIDE. Unless otherwise noted all items are derived from the Guide ARB8913, CCC Data Date 4/9/2015, and the parts selected are OEM-parts manufactured by the vehicles Original Equipment Manufacturer. OEM parts are available at OE/Vehicle dealerships. OPT OEM (Optional OEM) or ALT OEM (Alternative OEM) parts are OEM parts that may be provided by or through alternate sources other than the OEM vehicle dealerships. OPT OEM or ALT OEM parts may reflect some specific, special, or unique pricing or discount. OPT OEM or ALT OEM parts may include "Blemished" parts provided by OEM's through OEM vehicle dealerships. Asterisk (\*) or Double Asterisk (\*\*) indicates that the parts and/or labor information provided by MOTOR may have been modified or may have come from an alternate data source. Tilde sign (~) items indicate MOTOR Not-Included Labor operations. The symbol (<>) indicates the refinish operation WILL NOT be performed as a separate procedure from the other panels in the estimate. Non-Original Equipment Manufacturer aftermarket parts are described as Non OEM or A/M. Used parts are described as LKQ, RCY, or USED. Reconditioned parts are described as Recond. Recored parts are described as Recore. NAGS Part Numbers and Benchmark Prices are provided by National Auto Glass Specifications. Labor operation times listed on the line with the NAGS Information are MOTOR suggested labor operation times. NAGS labor operation times are not included. Pound sign (#) items indicate manual entries.

Some 2015 vehicles contain minor changes from the previous year. For those vehicles, prior to receiving updated data from the vehicle manufacturer, labor and parts data from the previous year may be used. The CCC ONE estimator has a complete list of applicable vehicles. Parts numbers and prices should be confirmed with the local dealership.

The following is a list of additional abbreviations or symbols that may be used to describe work to be done or parts to be repaired or replaced:

### SYMBOLS FOLLOWING PART PRICE:

m=MOTOR Mechanical component. s=MOTOR Structural component. T=Miscellaneous Taxed charge category. X=Miscellaneous Non-Taxed charge category.

### SYMBOLS FOLLOWING LABOR:

D=Diagnostic labor category. E=Electrical labor category. F=Frame labor category. G=Glass labor category. M=Mechanical labor category. S=Structural labor category. (numbers) 1 through 4=User Defined Labor Categories.

### OTHER SYMBOLS AND ABBREVIATIONS:

Adj.=Adjacent. Algn.=Align. ALU=Aluminum. A/M=Aftermarket part. Blnd=Blend. BOR=Boron steel. CAPA=Certified Automotive Parts Association. D&R=Disconnect and Reconnect. HSS=High Strength Steel. HYD=Hydroformed Steel. Incl.=Included. LKQ=Like Kind and Quality. LT=Left. MAG=Magnesium. Non-Adj.=Non Adjacent. NSF=NSF International Certified Part. O/H=Overhaul. Qty=Quantity. Refn=Refinish. Repl=Replace. R&I=Remove and Install. R&R=Remove and Replace. Rpr=Repair. RT=Right. SAS=Sandwiched Steel. Sect=Section. Subl=Sublet. UHS=Ultra High Strength Steel. N=Note(s) associated with the estimate line.

CCC ONE Estimating - A product of CCC Information Services Inc.

The following is a list of abbreviations that may be used in CCC ONE Estimating that are not part of the MOTOR CRASH ESTIMATING GUIDE:

BAR=Bureau of Automotive Repair. EPA=Environmental Protection Agency. NHTSA= National Highway Transportation and Safety Administration. PDR=Paintless Dent Repair. VIN=Vehicle Identification Number.

# CHWM Contract Product Switching

August 4, 2015

For Discussion Purposes Only. Pre-Decisional.



## Agenda

- Discuss Product Switching Contract Language
- Review available Contract Types
- Questions



## Section 11 of the CHWM Contract

- Section 11 states by May 31, 2016, «Customer Name» may provide written notice to BPA that it is requesting to change its purchase obligation effective October 1, 2019.
- Purchase Obligations that are available:
  - Slice/Block
  - Load Following
  - Block with or without Shaping Capacity

• Timing is such that product switch elections occur a few months prior to the Notice Deadline for the 3<sup>rd</sup> Purchase Period Above-RHWM Load Elections

Notice Deadline		Purchase Period
November 1, 2009	For	FY 2012 – FY 2014
September 30, 2011	For	FY 2015 – FY 2019
September 30, 2016	For	FY 2020 – FY 2024
September 30, 2021	For	FY 2025 – FY 2028



## Timing of election

- Customer makes request to switch obligation by May 31, 2016
- BPA assesses aggregate effect of all requests and notifies Customer by July 31, 2016 if the request is accepted, denied, or accepted but deferred to a later effective date
- By August 31, 2016 BPA notifies customer of any charges due to changing products.
- Within 30 days of being notified of applicable charges (if any), Customer notifies BPA whether it wishes to proceed with its request to switch product
- Customer and BPA then modify Customer's CHWM Contract to reflect appropriate purchase obligation contract language



## Limitations Due to Peak Load Increase

- By July 31, 2016, BPA shall assess the aggregate effect of all requests to change purchase obligations on BPA's forecast of its total monthly firm coincident peak loads in the first year the changes become effective.
- If the increase in this peak load in any one month exceeds 300 megawatts, then BPA may, after consulting with «Customer Name» and other customers with a CHWM Contract, do one of the following to reduce the increase in such peak load to 300 megawatts: (1) deny «Customer Name»'s request to change its purchase obligation, or (2) approve «Customer Name»'s request but defer the date on which «Customer Name»'s new purchase obligation change becomes effective.



## Charge to Change Purchase Obligation

- BPA will determine if there is a charge to the customer for its switch in purchase obligation based on the following criteria:
  - If additional costs will be incurred by BPA to serve «Customer Name» under its new purchase obligation compared to its existing purchase obligation, and
  - If additional costs would otherwise result in a rate impact on all other customers receiving service under a CHWM Contract.
- BPA shall not be required to make a payment to «Customer Name» as a result of «Customer Name» changing its purchase obligation.



## Slice Percentages

- Load Following and Block Contract templates state only unsubscribed Slice Percentages and Slice Percentages made available during product switching will be available to those Customers requesting to become Slice/Block Customers
  - Currently only Pend Oreille's Initial Slice Percentage of 0.18549% is unsubscribed.
- BPA has not decided whether it will reallocate any unsubscribed Slice Percentages to remaining Slice Customers after Product Switching



## Current Load Following and Block Customers...

- If considering becoming a Slice/Block customer, then:
  - Customer's notification to BPA to switch to the Slice/Block product shall state a range of Slice Amounts between a specified minimum and maximum of Slice that the customer will accept. The maximum amount shall not exceed 70% of Customer's CHWM.
  - If there is enough unsubscribed Slice, then BPA shall make the maximum amount of Slice requested available to the customer.
  - If there is not enough unsubscribed Slice, then BPA shall pro rata reduce the maximum Slice amounts of individual customers requesting a change to Slice/Block.
  - If a customer's pro rata reduced Slice amount is below its specified minimum, then customer shall retain its current purchase obligation.



## Current Slice/Block Customers...

- In addition to the opportunity to switch products in FY2020, a Slice/Block customer may also change its purchase obligation to an alternative purchase obligation\* if the following events occur:
  - Slice/Block simulator fails performance test (NO LONGER APPLICABLE)
  - No (zero) Slice Output Energy is available two years in a row (actual or forecasted)
  - If BPA (or its successor) adopts standards, rules, practices or procedures, that require a Slice/Block customer to schedule hourly energy based on Scheduling Points of Receipt for each of the Tier 1 System Resources from which a Slice/Block customer may receive Slice Output Energy.

\* Note: Each Slice/Block customer's alternative purchase obligation was designated prior to contract signing and is listed in section 11.2.4 of their Slice/Block CHWM Contract.



# Appendix A: Purchase Obligation Types



## Load Following Purchase Obligation

- The Load Following purchase obligation language states that: BPA shall sell and make available, and Customer shall purchase, Firm Requirements Power in hourly amounts equal to Customer's hourly Total Retail Load minus the hourly firm energy of Customer's Dedicated Resources as listed in Exhibit A.
- Load Following customers may apply their non-federal resources to load in the following manner:
  - Supported with Secondary Crediting Service (SCS) or Diurnal Flattening Service (DFS).
  - Scheduled to load in hourly predetermined amounts. The hourly predetermined amounts are determined by June 30<sup>th</sup> of a Rate Case Year for both years of the upcoming Rate Period and the hourly amounts add up to the Monthly/Diurnal amounts dedicated to load in Exhibit A.
  - If the resource is a Small, Non-Dispatchable Resource (located within the customer's service territory and is an Existing Resource less than 3MW Nameplate or a New Resource less than 1MW Nameplate), then the resource output may run against load without SCS or DFS. If a customer has multiple New Resources that are Small, Non-Dispatchable Resources, then BPA may determine DFS is necessary if their aggregate nameplate is greater than 1 MW.



## Block-only Purchase Obligation

- The Block-only product includes the following Monthly/Diurnal Tier 1 Block shapes:
  - Flat Annual Block Shape – megawatt amounts equal in all hours of the year (except for Shaping Capacity amounts, if applicable)
  - Block Shaped to Net Requirements – Monthly amounts are determined using the customer's Monthly Shaping Factors (which are based on a customer's weather-normalized TRL in FY2010 less a customer's FY2012 Dedicated Resource amounts). Within-Month amounts may either be:
    - Flat – megawatt amounts equal in all hours within a month (except for Shaping Capacity amounts, if applicable)
    - Shaped using Diurnal Shaping Factors (which are based on a customer's weather normalized HLH TRL in FY2010 less a customer's FY2012 HLH Dedicated Resource amounts.) HLH Diurnal Shaping Factors may vary by month and may not be greater than 60% in any month.



## Block-only Purchase Obligation continued...

- Block-only customers may also purchase Shaping Capacity:
  - A customer with Shaping Capacity may vary its HLH Block Amounts, up to the aHLH Tier 1 Block amount plus the predetermined Shaping Capacity amounts and down to the aHLH Tier 1 Block amount less the predetermined Shaping Capacity amounts.
  - For the HLH period each day, Customer shall preschedule an Average Megawatt amount equal to the HLH block megawatt amount the customer would have otherwise received without Shaping Capacity.
  - Customers must preschedule their Shaping Capacity values in accordance with Exhibit F (day before preschedule)
  - Every month, Customer shall pay for the full amount of Shaping Capacity whether or not it is used. The monthly charge shall be equal to: (i) the maximum hourly contractually entitled-to T1 amount less the average T1 HLH block amount less Contract Demand Quantities (CDQs); multiplied by (ii) the monthly Tier 1 demand rate.
  - If BPA determines that the Shaping Capacity amount for all customers purchasing Shaping Capacity exceeds 200 aMW in any month, then BPA may unilaterally amend such customers' contracts to limit the amount of variation allowed from one hour to the next.



## Slice/Block Purchase Obligation

- The Slice/Block product provides a combined sale of two distinct power products: Firm Requirements Power under the Block product and firm power and other services as the Slice Output under the Slice Product.
- The Block product shapes available to Slice/Block customers are the Flat Annual Shape and the Flat Within-Month Shape. The Flat Annual Shape has hourly amounts that are as flat as possible across the year and the Flat Within-Month Shape is shaped using Monthly Shaping Factors (which are based on a customer's weather-normalized TRL in FY2010 less a customer's FY2012 Dedicated Resource amounts) and the within-month hourly amounts are as flat as possible. Shaping Capacity is not available with the Slice/Block product
- The Slice product is a product that is a Federal system sale of power including Firm Requirements Power, hourly scheduling rights, and surplus power, all of which are indexed to the customer's Slice Percentage and the variable output capability of the FCRPS resources that comprise the "Tier 1 System" under the TRM after BPA's System Obligations and Operating Constraints have been met (Slice Output).
- Slice/Block and Block-only customers are obligated to meet their own hourly loads using their BPA purchase obligations and their own non-federal resources.



- Current contract templates for the other product types available at [bpa.gov](http://www.bpa.gov)
  - <http://www.bpa.gov/power/pl/regionaldialogue/implementation/documents/#20yrRDcontracts>
- BPA Power Regional Dialogue Product Guidebook is also available at [bpa.gov](http://www.bpa.gov)
  - [http://www.bpa.gov/power/pl/regionaldialogue/implementation/documents/docs/2010-06-04\\_RDproductratesguidebook\\_Revised.pdf](http://www.bpa.gov/power/pl/regionaldialogue/implementation/documents/docs/2010-06-04_RDproductratesguidebook_Revised.pdf)

