

WATER TRANSMISSION AGREEMENT
Between
THE NORTH CENTRAL MONTANA REGIONAL WATER AUTHORITY
And
THE CITY of SHELBY

This Water Transmission Agreement is entered into this ____ day of _____, 2017, between the North Central Montana Regional Water Authority (“Authority”), and the City of Shelby (“Shelby”).

Recitals

WHEREAS Shelby is a Member Entity of the Authority pursuant to the North Central Montana Regional Water Authority Agreement (2006), and Shelby has previously entered into an Operation and Maintenance Agreement with the Authority, and will be the retail water provider to Ethridge County Water District (“Ethridge”) via two connections along the Authority’s Shelby to Cut Bank pipeline; and

WHEREAS, the Authority was created to participate in the development, design, and construction of the Rocky Boy’s / North Central Montana Regional Water System as defined by Public Law 107-331 to ensure a safe and adequate rural, municipal and industrial water supply for its Member Entities; and

WHEREAS, the Authority owns a pipeline in which it transports drinking water the from Shelby to the City of Cut Bank; and

WHEREAS, in order to serve certain customers along the pipeline route it is necessary for Shelby to utilize the Authority’s pipeline to transport drinking water to these customers;

NOW THEREFORE in consideration of the promises and conditions herein, and for other good and valuable consideration, the receipt and sufficient of which are hereby acknowledged, it is mutually agreed as follows:

Section 1. Definitions.

1.1. “Authority” shall mean the North Central Montana Regional Water Authority.

1.2. “Deliver Point” or “Delivery Points” shall mean that location or locations where the Non-Core System connects and delivers potable water to Shelby for service to its customers along the Authority’s pipeline.

1.3. “Force Majeure Events” shall mean any event which wholly or partly prevents or delays the performance by either party of any obligation under this Agreement, but only if and to the extent (i) such event is not within the reasonable control, directly or indirectly, of the party affected, (ii) the party affected has taken and is taking all reasonable precautions and measures in order to prevent or avoid such event or mitigate the effect of such event on such party’s ability to

perform its obligations, and (iii) such event is not the direct or indirect result of such party's negligence or the failure of such party to perform any of its obligations. Subject to the conditions set forth in the preceding sentence, the term Force Majeure Event includes, without limitation, flood, lightning, earthquake, fire, explosion, epidemic, quarantine, hurricane, strikes and other labor disputes (including collective bargaining disputes and lockouts), war (including acts of terrorism), blockade, insurrection, revolution, malicious damage, sabotage, nuclear, chemical or biological contamination, expropriation or confiscation, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant, machinery or equipment, and unavailability of fuel, power or raw materials if the cause thereof should qualify as a Force Majeure Event, but specifically excludes economic hardship, changes in market conditions or insufficiency of funds (except as otherwise expressly provided herein).

Section 2. Transmission of Water.

The Authority or its agent, City of Shelby, shall transport potable treated water meeting applicable purity standards of the State of Montana to the Delivery Points. The Authority and Shelby shall coordinate subject to the terms and conditions of the Authority's tapping requirements contained in the separate Operation and Maintenance Agreement for the Shelby to Cut Bank pipeline the location, engineering, design, and construction of connections and metering devices between the Authority's pipeline and the Delivery Points. The obligations of the Authority under this Section are subject to Force Majeure Events.

Section 3. Rates, Costs, and Charges.

3.1. Water Measurement and Costs.

3.1.1. Metering. All water transported and delivered under this Agreement shall be metered. Meter readings shall be made on or about the 20th day of each calendar month for billing purposes.

3.1.2. Transmission Cost. Shelby agrees to pay a monthly water transmission cost which will be equal to the sum of the Minimum Meter Charge and the Monthly Meter Rate times the volume of water metered from the Authority to cover its proportionate share of the Authority's costs and expenses for, over the same time period:

Minimum Meter Charge

1. Authority Administration, Operation, Maintenance & Repair Contract Services, Transmission Pipeline Maintenance, Pump Operation and Operating Reserves currently \$42.00 for 0 to 79,240 gallons per month.

Monthly Metered Rate for gallons above the Minimum Meter Charge

1. Transmission Pipeline Maintenance, Pump Operation and Operating Reserves; currently \$.58 per 1000 gallons.

3.2. Rate Adjustments. Except as otherwise provided for in this Agreement, adjustments to shall be accomplished through the following process:

1. the Authority shall develop any proposed rate change including the basis and

rationale for such change;

2. provide Shelby written notice of the proposed rate change and allow within a reasonable time period Shelby to provide input and opportunity to comment either in writing or at a meeting of the Authority's Executive Committee; and

3. After the opportunity for comment has ended, the Authority shall either adopt, modify, or reject the rate adjustments and establish an effective date for any rate adjustments.

In the event Shelby continues to dispute any final rate adjustment, such dispute is subject to the Dispute Resolution provisions of this Agreement contained in Section 6.

Section 4. Curtailment of Delivery of Water for Maintenance Purposes.

The Authority, or its' agent, may temporarily discontinue or reduce the amount of water to be transmitted for the purpose of maintaining, repairing, replacing, investigating, or inspecting any of the facilities and works necessary for the transmission of water. To the extent possible, reasonable notice in advance of any temporary discontinuance or reduction will be provided by Authority or its' agent. No advance notice will be required in the case of an emergency. In no event shall any liability accrue against the Authority or any of its officers, agents, or employees for any damage or inconvenience, direct or indirect, arising from such temporary discontinuance or reduction for maintenance and repair purposes.

Section 5. Mutual Agreement.

The Authority and Shelby mutually agree:

5.1. to use appropriate engineering, design, construction, and maintenance practices and techniques to ensure compliance with applicable statutes and regulations;

5.2. water transported through the Authority's pipeline shall be measured at the Delivery Point(s) by suitable metering equipment of standard manufacture, to be furnished and installed by the Authority at its cost and be maintained and calibrated by the Authority. Meters and control valves on water lines of the Authority shall be owned and operated by the Authority. If more than a single meter is used to measure water delivery to Shelby, the readings thereof shall be billed concurrently. If any meter fails to register or registers incorrectly, the parties shall agree upon the length of period, but in no event exceeding six (6) months, during which such meter failed to register or registered incorrectly and the quantity of service delivered there through during such period and, upon agreement, an appropriate adjustment based thereon shall be made in the bills. For the purpose of the preceding sentence, any meter that conforms to the American Water Works Association's standards for deviations shall be deemed correct. If the Authority and Shelby cannot agree under the provisions of this Section, either party may avail themselves to the dispute resolution provisions in Section 6 of this Agreement.

Section 6. Authority's Obligations.

The Authority is obligated to:

- 6.1. submit monthly invoices or bills to Shelby for payment of amounts due under this Agreement;
- 6.2. prior to October 1st of each year, or at a time mutually agreeable to the parties, establish Water Transmission Costs pursuant to this Agreement; provided that Water Transmission Costs may be adjusted as set forth in this Agreement; and
- 6.3. upon the request of Shelby provide information or documents pertaining to the Authority's operations and related revenues and expenses.

Section 7. City of Shelby's Obligations.

The City is obligated to:

- 7.1. pay all invoices and accounts receivable, including any penalties or finance charges incurred for late payment, from the Authority when due and within thirty (30) days of receipt of the invoice(s) pursuant to the terms and conditions of this Agreement, and any other subsequent agreements or amendments to any of the agreements between the parties.
- 7.2. upon request of the Authority, within 180 days after the close of each Fiscal Year, cause to be prepared and submitted to the Authority a financial report with respect to City's system for such Fiscal Year in accordance with generally accepted accounting principles applicable to governmental entities and, in addition to whatever matters may be thought proper by the Authority to be included therein, shall include a statement in detail of the income and expenditures of City's system for the Fiscal Year and a balance sheet as of the end of the Fiscal Year;
- 7.3. prior to the beginning of each Fiscal Year provide to the Authority a copy of City's anticipated rates for the ensuing Fiscal Year;
- 7.4. maintain rates, charges and rentals to be charged to all recipients of water services and revise whenever and as often as may be necessary such that revenues for each Fiscal Year will be sufficient to timely pay Authority the amounts due pursuant to this Agreement for the transmission of water, including related penalties and interest;

Section 8. Dispute Resolution.

- 8.1. Cooperative Resolution. The parties shall endeavor in good faith to obtain full and cooperative resolution of any dispute or disagreement in respect to the performance by either of them of their respective duties and obligations hereunder, or in regard to interpretation and/or administration of any other term or provision in this Agreement, or of any matter not provided for or covered in this Agreement which is nonetheless essential to the achievement of the ends

and objectives of this Agreement. Any matters not resolved by mutual agreement shall be resolved by arbitration as hereafter provided, unless the parties mutually agree otherwise.

8.2. Arbitration. Any claim, dispute or other matter in controversy arising out of or related to this Agreement, or the performance or breach hereof, will be decided by arbitration in accordance with the rules of the American Arbitration Association. Notwithstanding the foregoing, a party may submit any claim for injunctive relief, including, without limitation, a decree of specific performance, to a court of law to be resolved by legal or equitable proceedings subject to the provisions of Section 14 of this Agreement.

8.2.1. Arbitration Procedure. For any matter subject to this arbitration provision in which the amount in controversy is \$100,000.00 or more, three (3) arbitrators will be selected in accordance with the American Arbitration Association Rules, at least one of whom shall be an attorney. For any matter subject to this arbitration provision in which the amount in controversy is less than \$100,000.00, there shall be one (1) arbitrator selected in accordance with the American Arbitration Association rules. The arbitrator(s) will complete hearings and render a decision on the earlier of the date required by the rules governing the arbitration or the date 180 days after their appointment. The arbitration will be conducted either in Hill County, Montana, or at a location mutually agreeable to the parties. In addition to such discovery that may be ordered in the discretion of the arbitrator(s), at least 30 days prior to the hearing, the parties will exchange documents relevant to the claims and defenses of the parties, a detailed itemization of damages, identification of witnesses, and any reports of experts who are expected to testify or, if there are no reports, summaries in reasonable detail of their expected testimony.

8.2.2. Arbitration Decision. The arbitrator(s) are to decide only the issue(s) presented to them and will not vary the terms of this Agreement. The arbitrator(s) shall have the authority to order specific performance by either or both parties of their duties and obligations in this Agreement. The arbitrator(s) shall be authorized to award to the prevailing party its reasonable legal fees and costs incurred to prosecute or defend the claims that are the subject of the arbitration. The decision and award of the arbitrator(s) will be final and binding, unless modified, set aside, or appealed based upon the standards set forth in the Montana Uniform Arbitration Act (Mont. Code Ann. §§ 27-5-111, et seq.).

Section 9. Warranties and Representations.

9.1. Of Shelby. Shelby hereby warrants and represents to the Authority that (i) it has the power and authority to execute and deliver and perform its covenants, obligations and agreements contained in, this Agreement; (ii) its governing body has taken all action necessary to authorize the execution, delivery and performance of this Agreement; (iii) the execution, delivery and performance of this Agreement will not constitute a violation of or default under any of its governing documents or any agreement, order, decree, law, rule or regulation to which it is a party or by which it is bound, or result in the creation of any lien or security interest on or in any assets or property except for any such lien or security interest created pursuant hereto; and (iv) this Agreement is a legal and binding obligation of Shelby enforceable against it in accordance with its terms.

9.2. Of the Authority. The Authority hereby warrants and represents to the Shelby that (i) it has the power and authority to execute and deliver and perform its covenants, obligations and agreements contained in, this Agreement; (ii) its governing body has taken all action necessary to authorize the execution, delivery and performance of this Agreement; (iii) the execution, delivery and performance of this Agreement will not constitute a violation of or default under any of its governing documents or any agreement, order, decree, law, rule or regulation to which it is a party or by which it is bound, or result in the creation of any lien or security interest on or in any assets or property except for any such lien or security interest created pursuant hereto; and (iv) this Agreement is a legal and binding obligation of the Authority enforceable against it in accordance with its terms.

Section 10. Assignment.

No assignment of the rights, duties or obligation under this Agreement shall be made by either party without the express written approval of the other party. Any attempt at assignment in violation of this Section shall be void. The Authority shall not approve any assignment to any entity unless and until the entity to which it is proposed that this Agreement be assigned has established to the satisfaction of the Authority its ability to satisfy the obligations hereunder.

Section 11. Waiver of Breach.

Waiver of breach of any term or provision of this Agreement shall not be deemed a waiver of any other breach of the same or different provision. In addition, waiver of any provision, obligation or duty as provided in this Agreement shall not constitute a waiver of a future breach.

Section 12. Notices.

Any notice required to be given pursuant to the terms and provisions of this Agreement shall be in writing, and shall be sent by certified or registered mail, postage prepaid, return receipt requested to the below listed address, or as otherwise specified in writing from time to time by the parties:

If to Authority: North Central Montana Regional Water Authority
 General Manager
 P.O. Box 2456
 Havre, MT 59501

With a copy to:

Steve Wade
Browning, Kaleczyc, Berry & Hoven, P.C.
P.O. Box 1697
Helena, MT 59601
406-443-6820

If to City of Shelby: Mayor
City of Shelby
112 1st Street South
Shelby, Montana 59474

Section 13. Severability.

In the event any term or provision of this Agreement is rendered invalid or unenforceable by any law, rule or regulation, or declared null and void by any court of competent jurisdiction, the remainder of the provisions of this Agreement shall remain in full force and effect.

Section 14. Term of Agreement.

This Agreement shall remain in effect for forty (40) years unless earlier terminated by the Authority. The Parties may mutually agree to extend this Agreement.

Section 15. Headings.

The headings of Sections contained in this Agreement are for reference purposes only and should not effect in any way the meaning or interpretation of this Agreement.

Section 16. Governing Law.

This Agreement shall be construed and enforced in accordance with the laws of the State of Montana. Venue for a judicial action arising out of or related to this Agreement shall be in Hill County, Montana.

Section 17. Amendments.

The provisions of this Agreement pertaining to the rates and charges to be paid by Shelby are subject to modification as set forth herein. Any rate increases sought by the Authority shall be subject to the adoption of an ordinance or resolution adopted pursuant to applicable Montana law in which Shelby is provided notice of such action and the opportunity to make comment thereon as provided by Montana law. All other provisions of this Agreement may be amended only by a written instrument executed by the parties hereto.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the Effective Date.

AUTHORITY: North Central Montana Regional Water Authority

By: _____

Title: _____

Date: _____

Attest:

By: _____

Date: _____

City of Shelby

By: _____

Title: _____

Date: _____

Attest:

By: _____

Date: _____

WATER PURCHASE CONTRACT

This Contract for the sale and purchase of water is entered into as of the ____ day of _____, 20__ between the **CITY OF SHELBY**, MONTANA, 112 1st Street South, Shelby, MT 59474, a municipal corporation hereafter referred to as the "SELLER," and the **ETHRIDGE COUNTY WATER DISTRICT**, PO Box 245, Ethridge, MT 59435, hereafter referred to as "PURCHASER."

WITNESSETH:

WHEREAS, the PURCHASER is organized and established as a County Rural Water District under the provisions of the Montana Code Annotated, for the purpose of constructing and operating a rural water supply distribution system serving water users within the area described in plans now on file in the office of the PURCHASER and to accomplish this purpose, the PURCHASER will require a supply of potable water meeting applicable purity standards of the State of Montana.

WHEREAS, the SELLER owns and operates a water supply distribution system with a capacity currently capable of serving the present and future residents of the SELLER'S system and the estimated number of water users to be served by the said PURCHASER as shown in the plans of the system to be filed in the office of the PURCHASER, and

WHEREAS, by City Council action on the ____ day of _____, 20__, by the SELLER, the sale of water to the PURCHASER in accordance with the provisions of the said action was approved, and the execution of this contract carrying out the said approval by the mayor, and attested by the city finance officer, was duly authorized, and

WHEREAS, by the minutes of the Board of Directors of the PURCHASER, enacted on the ____ day of _____, 20__, the purchase of water from the SELLER in accordance with the terms set forth in the said minutes was approved, and the execution of this contract by the ETHRIDGE COUNTY WATER DISTRICT and attested by the President, Eric Torgerson, was duly authorized;

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements hereinafter set forth,

A. SELLER Agrees:

1. To furnish PURCHASER at the point of delivery hereinafter specified, during the term of this contract or any renewal or extension thereof, potable treated water meeting applicable purity standards of the State of Montana in such quantity as may be required by PURCHASER not to exceed 1,728,000 gallons per month, at a rate not to exceed 57,600 gallons per day.

2. That water will be furnished at a reasonably constant pressure calculated at 88 PSI at the point of hookup from an existing 12 inch main supply at a point located at Heath Road or Hjartarson Road or near the City of Shelby water tank located adjacent to the Corrections Corporation of America's (CCA) Crossroads Correctional Center (CCC) prison in Shelby. If PURCHASER requires a greater pressure than normally available at the point of delivery, the cost of providing such greater pressure shall be born by PURCHASER. Emergency failures of pressure or supply due to main supply line breaks, power failure, flood, fire and use of water to fight fire, earthquake or other catastrophe shall excuse SELLER from this provision for such reasonable period of time as may be necessary to restore service. Water will also be delivered from a line connecting the Ethridge County Water District with the North Central Montana Rural Water Authority (NCMRWA) approximately one mile west of Ethridge.
3. To operate and maintain, at its own expense at point of delivery, the necessary four (4) inch metering equipment and remote reading unit, including a meter house or pit, and required devices of standard type for properly measuring the quantity of water delivered to PURCHASER and to calibrate such metering equipment whenever requested by PURCHASER but not more frequently than once every twelve (12) months. A meter registering not more than two percent (2%) above or below the test result shall be deemed to be accurate. The previous readings of any meter disclosed by testing to be inaccurate shall be corrected for the six (6) months previous to such testing in accordance with the percentage of inaccuracy found by such tests. If any meter fails to register for any period, the amount of water furnished during such period shall be deemed to be the amount of water delivered in the corresponding period immediately prior to the failure, unless SELLER and PURCHASER shall agree upon a different amount. The metering equipment shall be read on the 20th or before day of each month. An appropriate official of the PURCHASER at all reasonable times shall have access to the meter for the purpose of verifying its readings.
4. To furnish PURCHASER at the above address, at the end of each month, an itemized statement of the amount of water furnished during the preceding month.

B. PURCHASER Agrees:

1. To pay SELLER, not later than the 20th day of each month, for water delivered in accordance with the following schedule rates:
 - a. 0 - 79,240 gallons per month shall be @ \$270.05 per month, which amount shall also be the minimum rate per month.
 - b. Usage up to 1,728,000 gallons per month shall be @ \$1.81 per 1,000 gallons.
 - c. Usage in excess of 1,728,000 gallons per month shall be at \$1.81 per 1,000 gallons for the excess only.

2. SELLER shall furnish and install prior to beginning construction of the rural water system by PURCHASER, the necessary four (4) inch meter backflow preventor, 12" x 4' PO X FL reducer-double check valve, including meter pit, which shall be constructed to SELLERS flange gate valve, bolt pac set etc. detailed in the attached pipe quotation Exhibit "A" dated October 16, 2002, labor, machinery and culvert for the agreed price of \$5,225.00, at such time as mutually agreed upon by SELLER and PURCHASER at the point of Heath Road where the twelve (12) inch water supply line terminates. PURCHASER shall pay SELLERS contract price of \$5,225.00 within 60 days after PURCHASER receives funding from Rural Development. SELLER shall thereafter own, maintain, and operate the metering equipment at SELLER'S expense. All costs related to any required water quality testing related specifically to the Ethridge County Water District rural water system by any state or federal agency, will be paid by PURCHASER.

C. It is further mutually agreed between SELLER and PURCHASER as follows:

TERM OF CONTRACT

1. That this contract shall extend for a term of Forty (40) years from the date of the initial delivery of any water as shown by the first bill submitted by SELLER to PURCHASER and, thereafter, may be renewed or extended for such term, or terms, as may be agreed upon by SELLER and PURCHASER.

DELIVERY OF WATER

2. That ten (10) days prior to the estimated date of completion of construction of PURCHASER'S water supply distribution system, PURCHASER will notify SELLER, in writing, the date for the initial delivery of water.

MODIFICATION OF CONTRACT

3. That the provisions of this contract pertaining to the schedule of rates to be paid by PURCHASER for water delivered are subject to modification at the end of every one (1) year period. Any increase or decrease in rates by SELLER shall be based on a demonstrable increase or decrease in the costs of performance hereunder and shall coincide in timing and amounts with rate increases or decreases that SELLER requires of individual residential users located within the corporate city limits. Provided however, water rates charged PURCHASER, under Paragraph B above, shall not exceed the same percentage of increase or decrease billed to individual water users residing within the City of Shelby. Other provisions of this contract may be modified or altered by mutual agreement. PURCHASER shall be given 60 days notice before rates are increased.

REGULATORY AGENCIES

4. That this contract is subject to such rules, regulations, or laws as may be applicable to similar agreements in this state and SELLER and PURCHASER will collaborate in obtaining such permits, certificates, or the like, as may be required to comply therewith.

SUCCESSOR TO PURCHASER

5. That in the event of any occurrence rendering PURCHASER incapable of performing under this contract, any successor of PURCHASER, whether the result of legal process, assignment, or otherwise, shall succeed to the rights of PURCHASER hereunder.

Any and all additional services requested in addition to the services listed above must be made in writing to the City of Shelby and are subject to the action and the written approval of the Shelby City Council if the additional services would cause over 1,728,000 gallons per month or over 57,600 gallons per day to be delivered to the water system. PURCHASER shall not distribute water or provide water service within the corporate city limits of Shelby. The City of Shelby reserves the right to control the number of water users using above forty (40) gallons per minute.

FAILURE TO DELIVER

6. SELLER shall use reasonable diligence and care to provide a regular and uninterrupted supply of water to PURCHASER'S, and to avoid shortage or interruption of delivery thereof. SELLER shall not be liable for any failure, interruption, or shortage of water, or any loss or damage resulting therefrom, occasioned in whole or in part by any cause beyond the reasonable control of SELLER.

REDUCTION OF SERVICE

7. For the purpose of this agreement, regular and interrupted water is defined as all water of SELLER, which SELLER'S judgment shall be required by it for the normal use of the present or future water users who are, resident water users within the City of Shelby. SELLER shall have the right to reduce the supply of water available to PURCHASER'S and PURCHASER'S customers proportionately or in the same ratio as the supply of water is reduced to resident water users and existing water customers of the City of Shelby at such date, whenever SELLER shall, in its sole judgment, determine that it will not have or does not then have sufficient water or adequate transmission or distribution water main capacity available for the health or safety of all residential water users located within the city limits of the City of Shelby (including PURCHASER'S herein) SELLER, after notifying PURCHASER'S in writing and verbally, shall have the right to reduce or limit the supply of interruptible water available to

PURCHASER'S in the same ratio and proportional reduction imposed by City upon its resident water users. In the event PURCHASER'S shall fail to reduce, shut off or discontinue use of such water immediately or within a reasonably short period of time after receipt of such notice from SELLER of such reduction or limitation of water based upon the above proportional reduction or limitation, or if, after shut-off by SELLER, PURCHASER'S shall resume use of water in excess of the reduced or limited water available to BUYER under the formula mentioned above before SELLER restores water service to the resident water users of SELLER, then upon the happening of such event(s), SELLER shall be entitled to shut off and curtail water service to PURCHASER until PURCHASER is in compliance with the terms of this Contract and SELLER shall not be liable for damages as a result of any such shut off. When the shortage of water is not so great or water main capacity is not so small as to require shut-off at the same time by all City residential users and customers subject to shut-off for the reasons herein authorized, then SELLER will, in its sole discretion, distribute the remaining available interruptible water in as equitable a manner as circumstances will permit based upon approximately the same ratio of distribution of water applicable to the resident of City of Shelby water users. This paragraph applies to short-term emergencies only not to exceed a 48-hour time period.

In the event of an extended shortage of water, or the supply of water available to SELLER is otherwise diminished over an extended period of time, the supply of water to PURCHASER'S customers shall be reduced or diminished in the same ratio or proportion as the supply to SELLER'S residential water users and water customers in existence at date hereof.

EASEMENT

8. SELLER hereby grants unto PURCHASER'S a permanent and perpetual easement twenty (20) feet in width beneath, on, and above City of Shelby lands or City water line easements controlled by City of Shelby for the purpose of constructing, operating, and maintaining PURCHASER'S water lines, pumps, and all necessary equipment needed to deliver PURCHASER'S water to its customers including use of existing City of Shelby water line easements located on lands not owned by the City of Shelby.
9. SELLER consents to a pledge of this Water Purchase Contract by PURCHASER to Rural Development, an agency of the United States of America, as collateral or security for a loan.
10. In the event PURCHASER uses more than 1,728,000 gallons of water per month and such excess water use per month continues for more than thirty (30) consecutive days, then upon the happening of such event SELLER at its sole option may notify PURCHASER in writing by certified mail that SELLER intends to limit PURCHASER'S purchase of water to a maximum of 1,728,000 gallons per month (57,600 gallons per day). SELLER then may at its discretion,

limit the PURCHASER'S purchase of water to the maximum amounts allowed under this agreement. PURCHASER waives its right to collect damages against SELLER for terminating PURCHASERS right to purchase water as aforesaid.

IN WITNESS WHEREOF, the parties hereto, acting under authority of their respective governing bodies, have caused this contract to be duly executed in two counterparts, each of which shall constitute an original.

"SELLER"
CITY OF SHELBY, MONTANA

ATTEST:

Larry J. Bonderud, Mayor

Jade Goroski, Finance Officer

"PURCHASERS"
ETHRIDGE COUNTY WATER DISTRICT

ATTEST:

By: _____
(name/title)

STATE OF MONTANA
COUNTY OF TOOLE

On this ____ day of _____, 20____, before the undersigned Notary Public for the State and County aforesaid, personally appeared **LARRY J. BONDERUD**, known to me to be the Mayor of the City of Shelby, Shelby, Montana 59474, the **Corporation** that executed the within instrument, and acknowledged to me that such Corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year first above written.

Notary Public for State of Montana
Residing at: Shelby
My commission expires: _____

STATE OF MONTANA
COUNTY OF TOOLE

On this ____ day of _____, 20____, before the undersigned Notary Public for the State and County aforesaid, personally appeared _____, known to me to be the _____ of ETHRIDGE COUNTY WATER DISTRICT, the Corporation that executed the within instrument, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year first above written.

Notary Public for State of Montana
Residing at: Shelby
My commission expires: _____

EXHIBIT A
 to
 Ethridge County Water District
 Water Purchase Contract

Backhoe	8	hours	@	50.00					\$	400.00
Labor	8	hours	@	10.50						84.00
Labor	8	hours	@	17.17						137.36
6' x 8' culvert										293.99
Lid										420.25
Parts:	1	12" x 4" PO x FL Reducer			153.92		153.92			
	4	4" x 2' Flange x Flange Spool Piece			126.23		504.92			
	1	4" Compound Meter Gallon Register Neptune			1,452.00		1,452.00			
	1	Watts 4" 709-NRS Double Check Assembly			925.00		925.00			
	2	A2360-6 4" Flange Gate Valve w/Handwheel			215.78		431.56			
	2	6860DD Vlv Box Comp w/#6 Base			88.00		176.00			
	8	FA40-R 4" Bolt-Pak Set			8.00		64.00			
							3,707.40			
Cement										182.00
										<u>\$ 5,225.00</u>



January 25, 2017

Mayor Bonderud
City of Shelby
112 1st Street South
Shelby, MT 59474

Re: Shelby Storm Water and Sanitary Sewer Projects

Dear Mayor:

Currently, the City of Shelby's wastewater treatment system does not have sufficient capacity to treat the wastewater flows that it is receiving. Three projects have been identified that affect the capacity of the wastewater treatment system, including construction of a 4th cell of the lagoon, construction of a storm water project in the city, and disconnection of sump pumps from the sewer collection system and connection to the new storm water system.

Based on the current wastewater discharge permit, it is our opinion that completion of these projects as they are currently designed will address the existing City of Shelby wastewater treatment capacity issues.

Please call me at (406) 449-7764 if you have any questions or need additional information.

Sincerely,

KLJ

A handwritten signature in black ink, appearing to read 'Jason Crawford', written over a printed name.

Jason Crawford, P.E.



December 19, 2016

Mayor Bonderud
City of Shelby
112 1st Street South
Helena, MT 59474

Re: Task Order No. 4 - Shelby Main Street Analysis

Dear Mayor:

Please reference the attached proposal in the form of agreement to evaluate the existing sump pumps along Main Street between 5th Ave S and 2nd Ave S and review up to 8 reports available through the Underground Storage Tank (UST) Program administered by the DEQ.

I have contacted DEQ and there are UST reports available but not available on line. The estimate includes coordinating with DEQ to obtain up to 8 UST reports. DEQ indicated that the groundwater information available in these reports might be limited; therefore, we have separated the engineering fee as follows:

- Main Street Sumps - \$5,800
- DEQ UST Files - \$3,500

Please call me at 406-449-7764 with questions or comments.

Sincerely,

KLJ

A handwritten signature in black ink, appearing to read 'Jason Crawford', written in a cursive style.

Jason Crawford

Enclosure(s): Task Order No. 4

SUGGESTED FORM OF
TASK ORDER

This is Task Order No. <u>4</u> , consisting of <u>3</u> pages.

Task Order

In accordance with Paragraph 1.01 of the Agreement Between Owner and Engineer for Professional Services – Task Order Edition, dated September 14, 2015 ("Agreement"), Owner and Engineer agree as follows:

1. Specific Project Data

A. Title: Main Street Ground Water Analysis

B. Description: The project will consist of evaluating the existing sump pumps along Main Street between 5th Street and 2nd Ave and reviewing up to 8 reports available through the Underground Storage Tank (UST) Program administered by the DEQ.

C. Number of Construction Contracts: NA

2. Services of Engineer

Engineer shall provide services set forth in Article I and Exhibit A of the Contract for Engineering Services dated September 14, 2015. All provisions of Exhibit A shall remain in full force and affect unless amended or supplemented as follows

Study and Report Services – Replace with the following:

A. The Engineer shall:

1 Evaluate Sumps

- a) Consult with the City to obtain available information about the sumps along Main Street that pump ground water to the sanitary sewer.
- b) 1 trip to Shelby to visit as many of the Main Street sump locations as possible with a representative from the City to review the sump pump operations and to help identify which sewer system (sanitary or storm sewer) the water is pumped.
- c) Review available sump quantity information and estimate the amount of ground water being pumped into the sanitary sewer system.
- d) Identify a solution to dispose of the groundwater being pumped to the sanitary sewer system and provide an engineer's opinion of probably construction cost.
- e) Summarize the finding in a report/memorandum and furnish up to 10 review copies of the Report to Owner.

2 DEQ UST Facility Files

- a) Coordinate with DEQ to obtain up to 8 UST facility files in the Main Street area.
- b) Review facility files for pertinent groundwater information.
- c) Summarize the findings in a report/memorandum and furnish up to 10 review copies of the Report to Owner.

B. Engineer's services under the Study and Report Phase will be considered complete on the date when the final copies of the Reports have been delivered to Owner.

- Design Services- *Not Used*
- Bidding or Negotiating Services- *Not Used*
- Construction and Commissioning Services- *Not Used*
- Resident Project Representative Services- *Not Used*
- Other Services- *Not Used*

3. Owner's Responsibilities

Owner shall have those responsibilities set forth in Article 2 and in Exhibit B, subject to the following: *NA*

4. Times for Rendering Services

<u>Phase</u>	<u>Completion Date</u>
<u>Study and Report Services</u>	<u>January 31st, 2017</u>

5. Payments to Engineer

A. Owner shall pay Engineer for services rendered as follows:

<i>Category of Services</i>	<i>Compensation Method</i>	<i>Lump Sum, or Estimate of Compensation for Services</i>
Study and Report Services – Main Street Sumps	Standard Hourly Rates	\$5,800
Study and Report Services – DEQ UST Facility Files	Standard Hourly Rates	\$3,500

B. The terms of payment are set forth in Article 4 of the Agreement and in Exhibit C.

- 6. Consultants: None
- 7. Other Modifications to Agreement: None

- 8. Attachments: None
- 9. Documents Incorporated By Reference: Standard Form of Agreement between Owner and Engineer for Professional Services – Task Order Edition, dated September 14, 2015. (“Agreement”)
- 10. Terms and Conditions: Execution of this Task Order by Owner and Engineer shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

The Effective Date of this Task Order is January 1st, 2016.

OWNER: City of Shelby, MT ENGINEER: Kadrmas Jackson, Lee & Inc.

By: _____

By: _____

Name: Larry Bonderud

Name: Bradley Koon

Title: Mayor

Title: Helena Office Manager

Engineer License or Firm’s Certificate No. PEL-EF-LIC-37
 State of: MT

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: _____

Name: Jason Crawford

Title: Mayor

Title: Project Manager

Address: 112 First Street South, Shelby, MT 59474

Address: 2969 Airport Road Helena, MT 59602

E-Mail Address: _____

E-Mail Address: jason.crawford@kljeng.com

Phone: (406) 434-5222

Phone: 406-449-7764

Fax: (406) 434-2039

Fax: 1-855-288-8055

Lori Stratton

From: Larry Bonderud
Sent: Friday, January 06, 2017 11:58 AM
To: Lori Stratton
Cc: Jade Goroski
Subject: Fwd: Flow Monitoring Along Main
Attachments: Sump evaluation.pdf; ATT00001.htm

Council packets. Put with other KLJ proposal and list KLJ task order proposals as an agenda item under other.

Sent from my iPhone

Mayor Lar

Begin forwarded message:

From: "Jason Crawford" <Jason.Crawford@kljeng.com>
To: "Larry Bonderud" <larry@shelbymt.com>
Subject: Flow Monitoring Along Main

If Shelby decides to have us move forward, I will include the following in a Task Order for signature.

Scope

- Utilize KLJ flow monitoring equipment to monitor flows at two locations within Shelby's wastewater system. The flow monitoring would be analyzed to estimate the amount of inflow and infiltration along Main Street. The estimated flows would include the inflow that is coming from the Sump pumps in the area.
 - Collect wastewater flow data at manhole 30 over 1 night.
 - Collect wastewater flow data at manhole 27 or 28 (whichever would provide a best estimate of sump flow rates into the system) over 1 night.
 - Analyze the data and summarize the findings in a memo to the City.

Assumptions

Shelby public works would install and remove the equipment as discussed above.

Fee - \$3,200

Please let me know if you have questions or comments.

Thanks

Jason

-----Original Message-----

From: Larry Bonderud [<mailto:larry@shelbymt.com>]
Sent: Friday, January 06, 2017 10:54 AM
To: Jason Crawford <Jason.Crawford@kljeng.com>
Subject: Re: Hydrogeologist-Rural Water Conference Feb 22-24

Yes.

Sent from my iPhone

Mayor Lar

> On Jan 6, 2017, at 10:51 AM, Jason Crawford <Jason.Crawford@kljeng.com> wrote:

>

> I forgot we have survey data on all of this.

>

> Would you like me to work up a cost for the monitoring we have been discussing?

>

> -----Original Message-----

> From: Larry Bonderud [mailto:larry@shelbymt.com]

> Sent: Friday, January 06, 2017 10:36 AM

> To: Jason Crawford <Jason.Crawford@kljeng.com>

> Subject: Re: Hydrogeologist-Rural Water Conference Feb 22-24

>

> MH 40 is bypassed by sewage from the south which goes to front street

>

> Sent from my iPhone

>

> Mayor Lar

>

>

>> On Jan 6, 2017, at 10:28 AM, Jason Crawford <Jason.Crawford@kljeng.com> wrote:

>>

>> We do have flow monitoring equipment that can be inserted into a manhole and will record flow rate every so often over a period of time. We can only monitor one manhole at a time.

>>

>> I think we could set it up on manhole 30 for a night, move it to manhole 27 or 28 for a night and then download and compare data.

>>

>> We would make some assumptions like the flows that are coming into manhole 30 after 3am would be considered infiltration from the upstream system. We could subtract manhole 30 flows (after 3:00 am) from the total flows at manhole 27 (after 3:00 am) and try to establish a best guess of the total infiltration and sump contribution along Main Street.

>>

>> I have a few other ideas for getting the best results possible but would need to discuss with Loren. I am wondering what is going on at manhole 40 and that double sewer main that runs down 4th Ave to Front St.

>>

>> -----Original Message-----

>> From: Jason Crawford

>> Sent: Friday, January 06, 2017 10:08 AM

>> To: 'Larry Bonderud' <larry@shelbymt.com>

>> Subject: RE: Hydrogeologist-Rural Water Conference Feb 22-24

>>

>> Dang. That sewer along Main Street conveys sewage from a large area.

>>

>> -----Original Message-----

>> From: Larry Bonderud [mailto:larry@shelbymt.com]

>> Sent: Friday, January 06, 2017 10:00 AM
>> To: Jason Crawford <Jason.Crawford@kljeng.com>
>> Subject: Re: Hydrogeologist-Rural Water Conference Feb 22-24
>>
>> To Main Street.
>>
>> Sent from my iPhone
>>
>> Mayor Lar
>>
>>
>>> On Jan 6, 2017, at 9:40 AM, Jason Crawford <Jason.Crawford@kljeng.com> wrote:
>>>
>>> Do you guys know if the majority of the sumps along Main Street pump to the sewer in Main Street or the sewer in the Alley south of Main Street? Reference the attached exhibit.
>>>
>>> If they pump to the Alley, midnight observation at manhole #40 could give us some indication as to the amount of infiltration and sump water that area is contributing to the system.
>>>
>>> I will check around our offices to see if we have flow monitoring equipment. If we don't we can probably rent it.
>>>
>>> From: Larry Bonderud [mailto:larry@shelbymt.com]
>>> Sent: Thursday, January 05, 2017 4:25 PM
>>> To: Jason Crawford <Jason.Crawford@kljeng.com>
>>> Subject: Re: Hydrogeologist-Rural Water Conference Feb 22-24
>>>
>>> In winter I think we would get a pretty good idea by comparing to inflows of lagoons. Does KLJ have the equipment to do????
>>>
>>> Sent from my iPhone
>>>
>>> Mayor Lar
>>>
>>>
>>> On Jan 5, 2017, at 3:47 PM, Jason Crawford <Jason.Crawford@kljeng.com<mailto:Jason.Crawford@kljeng.com>> wrote:
>>> The late night observations do give us an idea of how much inflow and infiltration (including the sumps) is in the system.
>>>
>>> The only problem with the midnight measurements is that there is no way to tell what is coming from the sumps and what is other infiltration.
>>>
>>>
>>> From: Larry Bonderud [mailto:larry@shelbymt.com]
>>> Sent: Thursday, January 05, 2017 3:23 PM
>>> To: Jason Crawford <Jason.Crawford@kljeng.com<mailto:Jason.Crawford@kljeng.com>>
>>> Subject: Re: Hydrogeologist-Rural Water Conference Feb 22-24
>>>
>>> THANKYOU Jason. On the KLJ proposal for Main Street sumps. Would it be of value to measure flows late at night and daytime to get an idea of sump flows???
>>>
>>> Sent from my iPhone

>>>

>>> Mayor Lar

>>>

>>>

>>> On Jan 5, 2017, at 3:02 PM, Jason Crawford <Jason.Crawford@kljeng.com<mailto:Jason.Crawford@kljeng.com>> wrote:

>>> Hey Lar,

>>>

>>> Our hydrogeologist will be in Great Falls presenting at Rural Water. Loren, John, James, and I are planning to sit down with Mike Waldron (KLJ hydrogeologist) Wednesday or Thursday afternoon to discuss the testing we did at the well field last spring, clarify the findings, and discuss potential operational adjustments. I know it is 2 months away but if you were going to be around either of those days I could coordinate the meeting so you could attend if you're interested?

>>>

>>>

>>> Also, we are planning to take Loren and John, the guys from Conrad, and maybe a few others out to dinner at Bar S Lounge and Supper Club (out by the base) Thursday, February 23rd. If you are around feel free to stop by for a drink and dinner.

>>>

>>> I hope you had a good Christmas and a Happy New Year.

>>>

>>> Thanks

>>>

>>> Jason

>>>

>>> Jason Crawford, PE

>>> <image001.jpg>KLJ

>>> 406-449-7764 Main

>>> 406-447-3342 Direct

>>> 406-422-7710 Cell

>>> 2969 Airport Road, Suite 1B

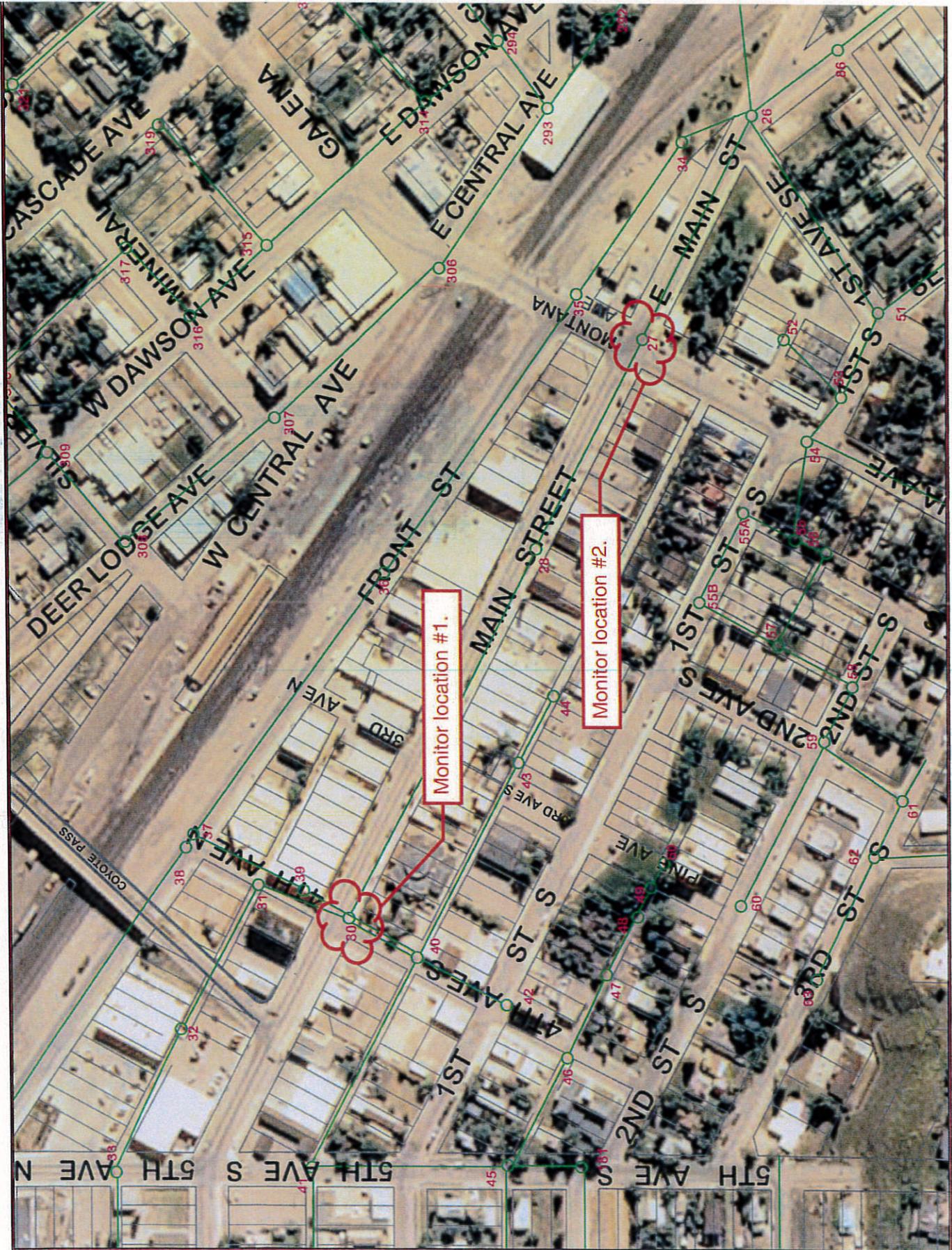
>>> Helena, MT 59601-1201

>>> [kljeng.com](http://www.kljeng.com/)<http://www.kljeng.com/>

>>>

>>> <Sump evaluation.pdf>

>> <Sump evaluation.pdf>



RESOLUTION NO. 1949

CERTIFICATE AS TO RESOLUTION AND ADOPTING VOTE

I, the undersigned, being the duly qualified and acting recording officer of the City of Shelby, Montana (the "City"), hereby certify that the attached resolution is a true copy of a Resolution entitled: "RESOLUTION OF INTENTION OF THE CITY OF SHELBY, MONTANA TO ESTABLISH A BASIS ON WHICH STORM WATER DRAINAGE SYSTEM CHARGES ARE DETERMINED AND CHARGED AND PROPOSING RATES AND CHARGES" (the "Resolution"), on file in the original records of the City in my legal custody; that the Resolution was duly adopted by the City Council of the City at a meeting on January 17, 2017, and that the meeting was duly held by the City Council and was attended throughout by a quorum, pursuant to call and notice of such meeting given as required by law; and that the Resolution has not as of the date hereof been amended or repealed.

I further certify that, upon vote being taken on the Resolution at said meeting, the following Council Members voted in favor thereof: _____
_____ ; voted against the same: _____
_____ ; abstained from voting thereon: _____
_____ ; or were absent: _____
_____.

WITNESS my hand officially this 17th day of January, 2017.

Jade Goroski, Finance Officer

RESOLUTION NO. 1949

RESOLUTION OF INTENTION OF THE CITY OF SHELBY,
MONTANA TO ESTABLISH A BASIS ON WHICH STORM
WATER DRAINAGE SYSTEM CHARGES ARE
DETERMINED AND CHARGED AND PROPOSING RATES
AND CHARGES

RECITALS

WHEREAS, the City of Shelby, Montana (the "City") presently owns and operates a sanitary sewer system for the collection and disposal of sewerage (the "Sanitary Sewer System") and into which storm and other surface waters are being discharged; and

WHEREAS, a piecemeal and undersized storm water drainage network (the "Existing Storm Water Drainage Improvements") has been assembled that directs surface and storm water into the Sanitary Sewer System; and

WHEREAS, the Sanitary Sewer System also takes on storm water that seeps underground and infiltrates pipes and conduits; and

WHEREAS, the surface and storm water entering the Sanitary Sewer System is reducing the life expectancy of and the capacity of the sanitary treatment plant to treat wastewater; and

WHEREAS, the City has been forced to place a moratorium on future subdivisions and connections to the Sanitary Sewer System because of the treatment issues caused, at least in part, by surface and storm water; and

WHEREAS, because of the inadequacy of the Existing Storm Water Drainage Improvements, water events cause property damage and health concerns and interrupt and complicate the affairs of persons in the City; and

WHEREAS, accordingly the City has determined that it is necessary and desirable to establish a separate and distinct storm water drainage system and rules and regulations relating to storm water and drainage and construct improvements for the collection and disposal of storm and surface waters separate and distinct from the Sanitary Sewer System; and

WHEREAS, the City passed Ordinance No. 827 on August 22, 2016 which established the storm water drainage system and set forth regulations for the storm water system; and

WHEREAS, the City has not established rates to fund contemplated new constructions and improvements; and

WHEREAS, until the new storm water drainage system is constructed and placed in service, the City will continue operating, performing work on, and improving the Existing Storm Water Drainage Improvements, including, without limitation, by flushing out sedimentation and debris with sewer jets; and

WHEREAS, pursuant to Montana Code Annotated, Title 7, Chapter 7, Parts 42 and 43, and Title 7, Chapter 7, Part 44, M.C.A., the City is authorized to construct, better, improve and extend a storm water drainage system and issue revenue bonds to finance in whole or part the costs thereof; and

WHEREAS, the City Council (the "Council") of the City is further authorized and required by Title 7, Chapter 13, Parts 42 and 43, Title 7, Chapter 7, Part 44, and Title 69, Chapter 7, Part 1, M.C.A., to establish just and equitable rates, fees and charges and rentals for the services and facilities provided by a storm and surface water drainage system so as to make a storm water drainage system self-supporting; and

WHEREAS, the City has committed to establishing a separate and distinct storm and surface water drainage system that will initially consist of the Existing Storm Water Drainage Improvements, which will, to the extent practicable, ultimately be incorporated into and form a part of the new and expansive storm and surface water drainage system (the "System"), owned and operated by the City; and

WHEREAS, the City is contemplating issuing storm water drainage system revenue bonds in the amount of approximately \$3,850,000 (the "Bonds") to fund improvements to the System, to establish appropriate reserves, and to pay the costs associated with the issuance of the Bonds; and

WHEREAS, it is necessary to collect sufficient revenues to repay the Bonds, pay costs associated with the operation and maintenance of the System, and establish appropriate reserves; and

WHEREAS, under Section 69-7-101, Montana Code Annotated, the City has the power and authority to regulate, establish, and change, as it considers proper, rates, charges, and classifications imposed for utility services to its inhabitants and other persons served by the municipal systems. Rates, charges, and classifications must be reasonable and just.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City as follows:

Section 1. Intent to Adopt Resolution Establishing Rates and Charges. It is the intent of the City to adopt following a public hearing a resolution which will set forth rules and regulations that will establish the basis upon which charges for the establishment, use and availability of the System will be imposed by the City. The City is simultaneously proceeding with the enactment of an ordinance setting forth, among other things, rules and regulations regarding the System. The proposed rates and charges, if approved, will not go into effect until after the effective date of the ordinance.

Section 2. Proposed Rates and Charges.

2.1. Storm Water Drainage Charge. To pay the costs of operating and maintaining the new System and to finance or reimburse the City for costs of designing, constructing, operating, and maintaining the new System and to establish necessary or appropriate reserves, effective as of the earlier of the date of substantial completion of the new System or the August 2017 billing,

the City proposes to charge all Properties the subsequent Storm Water Drainage Charge, determined as follows:

<u>Property Type</u>	<u>Subsequent Storm Water Drainage Charge Per Property¹</u>
Non-Residential Metered Property	\$95.00/year per ERU (1 ERU = 3000 sq. ft. impervious area)
Residential Metered Property	\$95.00/year
Non-Metered Property	\$0.0025/sq. ft. per year capped at \$625.00 per parcel

¹Billed as described in Section 3 below.

If the initial and subsequent Storm Water Drainage charges are approved after a public hearing, no additional proceedings will be required for the subsequent Storm Water Drainage Charge to come into effect.

Section 3. Billing. The City proposes to charge owners of Properties that receive a monthly water and/or sewer bill (i.e., a metered Property) for the Storm Water Drainage Charge by including with such bill the applicable Storm Water Drainage Charge. For Properties that are not connected to the municipal water or sewer system and that therefore do not receive a water or sewer bill (i.e., a Non-Metered Property), for administrative convenience only, the Storm Water Drainage Charge would be placed on the property tax statements applicable to such Properties. The amount of such charge would equal each year the dollar amount determined by multiplying \$0.0025 (.0025 cents) by the square footage of such Property for the subsequent Storm Water Drainage Charge, and approximately one-half of such amount would be due with the November 30 property tax payments and approximately one-half of such amount would be due with the May 31 property tax payments.

Section 4. Late Charges. The City contemplates imposing a reasonable, just, and appropriate late fee following the approval of the Storm Water Drainage Charge by adjusting its late fee currently applicable to other of its municipal utilities.

Section 5. Amount of Increase. The proposed monthly flat rate for metered Properties and the Non-Metered Property charge are new charges in conjunction with segregating the Existing Storm Water Drainage Improvements as the initial part of the System and establishing and constructing the new System. Accordingly, all of the Storm Water Drainage Charge would be an increase over current utility bills, recognizing that in the absence of the new System, rates and charges relating to the Sanitary Sewer System would need to be increased to deal with the deleterious effects that storm and surface waters are having on the Sanitary Sewer System.

Section 6. Determination of Annual Budget for System. Each year the Council of the City shall determine the amount of money needed to pay the costs of the System including but not limited to: (a) the payment of the reasonable expense of operation and maintenance of the

System; (b) administration of the System; (c) the payment of principal and interest on any bonded or other indebtedness of the System; and (d) the establishment or maintenance of any required reserves, including reserves needed for expenditures for depreciation and replacement of facilities, as may be determined necessary from time to time by the Council or as covenanted in the ordinance or resolution authorizing any outstanding bonds of the System. Based on the annual needs of the System, the Council will establish monthly or semi-annual rates and charges for the use or availability of the System.

Section 7. Further Rate Increases. Subsequent adjustments to the Storm Water Drainage Charge or adoption of a new charge may be made by resolution of the Council duly adopted after a public hearing with notice thereof given as provided by law. The subsequent Storm Water Drainage Charge would be implemented by the proceedings contemplated by this resolution, and, as such, would not be an adjustment, but would come into effect of its own accord as contemplated by this resolution.

Section 8. Public Hearing. A public hearing on the establishment of the proposed rates and charges for the System will be held on _____, 2017, commencing at 7:30 p.m. at the City Hall, 112 1st Street South, Shelby, Montana.

Section 9. Notice. The City Finance Officer is hereby authorized and directed to publish or cause to be published a copy of a notice of the passage of this resolution in *The Shelby Promoter*, a newspaper of general circulation in the City, on _____, _____, and 2017, and to mail or cause to be mailed a copy of said notice to all persons who own property in the City and to all customers of the System, including owners of Non-Metered Properties, at least 7 days and not more than 30 days prior to the public hearing. The mailed notice must contain an estimate of the amount that the customer's average bill will increase. The City Finance Officer is also authorized and directed to mail by first class, postage prepaid, notice the public hearing to the Montana consumer counsel.

Passed and approved this 17th day of January, 2017.

Larry J. Bonderud, Mayor

ATTEST:

Jade Goroski, Finance Officer

1000 Gallons							
	16-17	17-18	18-19	19-20	20-21	21-22	
Sewer	\$22.18	\$24.65	\$24.65	\$27.65	\$27.65	\$27.65	
2000 Gallons							
	16-17	17-18	18-19	19-20	20-21	21-22	
Sewer	\$23.46	\$28.40	\$28.40	\$34.40	\$34.40	\$34.40	
3000 Gallons							
	16-17	17-18	18-19	19-20	20-21	21-22	
Sewer	\$24.74	\$32.15	\$32.15	\$41.15	\$41.15	\$41.15	
4000 Gallons							
	16-17	17-18	18-19	19-20	20-21	21-22	
Sewer	\$26.02	\$35.90	\$35.90	\$47.90	\$47.90	\$47.90	
5000 Gallons							
	16-17	17-18	18-19	19-20	20-21	21-22	
Sewer	\$27.30	\$39.65	\$39.65	\$54.65	\$54.65	\$54.65	
17-18 reflects a \$3.75/kgal							
19-20 reflects a \$6.75/kgal - construction of 4th cell							

1000 Gallons							
	16-17	17-18	18-19	19-20	20-21	21-22	
Sewer	\$22.18	\$24.65	\$25.65	\$28.65	\$28.65	\$28.65	
2000 Gallons							
	16-17	17-18	18-19	19-20	20-21	21-22	
Sewer	\$23.46	\$28.40	\$30.40	\$36.40	\$36.40	\$36.40	
3000 Gallons							
	16-17	17-18	18-19	19-20	20-21	21-22	
Sewer	\$24.74	\$32.15	\$35.15	\$44.15	\$44.15	\$44.15	
4000 Gallons							
	16-17	17-18	18-19	19-20	20-21	21-22	
Sewer	\$26.02	\$35.90	\$39.90	\$51.90	\$51.90	\$51.90	
5000 Gallons							
	16-17	17-18	18-19	19-20	20-21	21-22	
Sewer	\$27.30	\$39.65	\$44.65	\$59.65	\$59.65	\$59.65	
17-18 reflects a \$3.75/kgal 18-19 reflects a \$4.75/kgal - pay for storm drain engineering 19-20 reflects a \$7.75/kgal - construction of 4th cell							

Jade Goroski

From: Treva Nelson <tnelson@toolecountymt.gov>
Sent: Tuesday, January 17, 2017 9:03 AM
To: Jade Goroski
Subject: Emailing - 2017-Municipal-Election-Calendar-01-12-2017 (002).pdf
Attachments: 2017-Municipal-Election-Calendar-01-12-2017 (002).pdf

Jade,
Attached is the Municipal Elections Calendar. Candidate filing will open April 20th. The filing fee for a council member will be \$64.13 and for mayor it will be \$148.38. Let me know if you have any questions. Thanks

Treva Nelson
Toole County
Clerk & Recorder
Election Administrator
226 1st Street South
Shelby Montana 59474
406-424-8300
406-424-8301 fax



Montana 2017 Municipal Primary and General Election Calendar†

Office of Montana Secretary of State
Elections and Government Services Division
sos.mt.gov • soselections@mt.gov

†All dates and laws are subject to change by the 2017 Legislature.

Primary Election September 12							2017							General Election November 7													
January Su Mo Tu We Th Fr Sa 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31							February Su Mo Tu We Th Fr Sa 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28							March Su Mo Tu We Th Fr Sa 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31							April Su Mo Tu We Th Fr Sa 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30						
May Su Mo Tu We Th Fr Sa 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31							June Su Mo Tu We Th Fr Sa 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30							July Su Mo Tu We Th Fr Sa 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31							August Su Mo Tu We Th Fr Sa 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31						
September Su Mo Tu We Th Fr Sa 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30							October Su Mo Tu We Th Fr Sa 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31							November Su Mo Tu We Th Fr Sa 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30							December Su Mo Tu We Th Fr Sa 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31						

Deadline

Statute

April 20	First day for candidates to file for office	13-10-201(7)
June 19	5:00 p.m. - Deadline for candidates to file for office	13-10-201
	5:00 p.m. - Deadline for candidates to withdraw primary election candidacy	13-10-325
Within 5 days of filing for office	Candidates file appropriate campaign paperwork with Commissioner of Political Practices in order for their names to appear on the ballot	13-37-201
After close of candidate filing	Period for Commissioner of Political Practices to notify election administrators of the names of any candidates that have not complied with the provisions of MCA Title 13, Chapter 37 and therefore that the candidates' names may not appear on the official ballot	13-37-126(3)
By June 29	Election administrators determine whether nonpartisan primary elections and parties' primary elections need to be held, then immediately notify governing body	13-10-209 13-14-115
June 29	Deadline for governing body to decide that a nonpartisan primary must be held, if election administrator determines that the election need not be held	13-14-115

If conducting a municipal primary election

July 14	Deadline for Secretary of State to receive mail ballot plan, timetable and instructions from county election administrators planning to conduct municipal primary election(s) by mail ballot	13-19-205
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Starting not earlier than July 17	Election administrators must publish notice specifying the day regular voter registration for primary election will close and the availability of late registration (three times in the four weeks preceding close of registration)	13-2-301(1)(b)
August 8 <i>(subject to change by 2017 Legislature)</i>	5:00 p.m. - Deadline for write-in candidates to file a Declaration of Intent for the primary election	13-10-211(1)
August 14	5:00 p.m. - Deadline for candidates to withdraw general election candidacy	13-10-327(2)
	Close of primary regular voter registration (registration forms postmarked by this date and received within 3 days are accepted for regular registration)	13-2-301
	Beginning of period during which election administrators publicly test and certify that each voting machine used in an election is performing properly	13-17-212
August 15	Beginning of late registration	13-2-304
August 17	Registration forms postmarked by August 14 and received by this date are accepted for regular registration	13-2-301(3)
August 18 <i>(subject to change by 2017 Legislature)</i>	Date by which primary election absentee ballots must be available for voting; in a polling place election, electors on the absentee elector list are sent ballots automatically	13-13-205(1)(a) 13-13-212(4)
	Election administrators must send ballots to absent military and overseas electors as soon as the ballot is printed and by no later than this date	13-13-205
August 23-28	Period during which mail ballots are sent if conducting election by mail ballot; a single mailing date must be chosen that is 20-15 days before election	13-19-207(1)
September 2 – September 10	Election administrators must publish: a diagram showing the voting system and a sample of the ballot layout, a statement of the locations where voting systems used by voters are on public exhibition, and instructions on how to vote	13-17-203
	Election administrators must publish locations of the precinct polling places, including accessibility designations for each polling place	13-3-105(2) 13-3-207
September 8	Beginning of period for printing of primary election precinct register	13-2-116
	After 5:00 p.m. - Beginning of period for qualified electors who are prevented from voting at the polls as a result of illness or health emergency, occurring between 5:00 p.m. of the Friday before the election and 8:00 p.m. on election day, to request to vote by special absentee ballot	13-13-211(2) 13-13-212(2)
	Deadline for Secretary of State to receive mail ballot plan, timetable and instructions from county election administrators planning to conduct municipal general election(s) by mail ballot	13-19-205
September 11	Noon - Deadline for application to be made for primary election absentee ballot	13-13-211(1)
	Noon - Absentee ballots are issued to late registrants up until this time on the day before election day; late registrants who submit a registration form after noon must return to the election office on election day to receive an absentee ballot	13-2-304
	Election administrators may, at their option, conduct early preparation of absentee ballots as provided in statute and administrative rule	13-13-241 44.3.2204 ARM
Starting not earlier than September 12	Election administrators must publish notice specifying the day regular voter registration for general election will close and the availability of late registration (three times in the four weeks preceding close of registration)	13-2-301

September 12	MUNICIPAL PRIMARY NOMINATING ELECTION	13-1-107(2)
	Election administrators or designees must randomly test and certify 5% of each type of voting system (a minimum of one per county), to validate the accuracy of voted paper ballots with the voting system results	44.3.1713(1)(f) ARM
	8:00 p.m. - End of late registration (or when all individuals in line at 8:00 p.m. have registered)	13-2-304
September 13-18	Period during which election administrators may open a package containing a precinct register to resolve provisional ballots	13-15-107 13-15-301(2)
September 18	3:00 p.m. - Deadline for election administrators to receive Federal Write-In Absentee Ballots (FWABs) that were sent by absent military and overseas electors by 8:00 p.m. on election day	13-21-206
	3:00 p.m. - Counting of provisional ballots that are not resolved by the end of election day may not begin prior to this date and time	13-15-107(6)
By September 26	Canvass completed - Board declares nominated the individuals having received the highest number of votes cast for each office and proclaims adoption or rejection of ballot issues	13-15-401 13-15-405
Within 5 days of official canvass	Deadline for candidates to initiate contest of primary election nomination	13-36-102(1)
	Deadline for unsuccessful primary election candidates to apply for a recount, if applicable	13-16-201 13-16-301
Within 10 days of official canvass	Deadline for successful primary write-in nominees to file a written Declaration of Acceptance	13-10-204
October 3 <i>(subject to change by 2017 Legislature)</i>	5:00 p.m. - Deadline for write-in candidates to file a Declaration of Intent for the general election	13-10-211(1)
October 10	Close of regular voter registration for general election (registration forms postmarked by this date and received within 3 days are accepted for regular registration)	13-2-301
	Beginning of period during which election administrators publicly test and certify that each voting machine used in an election is performing properly	13-17-212
October 11	Beginning of late registration	13-2-304
October 13 <i>(subject to change by 2017 Legislature)</i>	Date by which general election absentee ballots must be available for voting; in a polling place election, electors on the absentee elector list are sent ballots automatically	13-13-205(1)(a) 13-13-212(4)
	Election administrators must send ballots to absent military and overseas electors as soon as the ballot is printed and by no later than this date	13-13-205
	Registration forms postmarked by October 10 and received by this date are accepted for regular registration	13-2-301(3)
October 18-23	Period during which mail ballots are sent if conducting the election by mail ballot; a single mailing date must be chosen that is 20-15 days before election	13-19-207(1)
October 28 - November 5	Election administrators must publish: a diagram showing the voting system and a sample of the ballot layout, a statement of the locations where voting systems to be used by voters are on public exhibition, and instructions on how to vote	13-17-203
	Election administrators must publish locations of the precinct polling places, including accessibility designations for each polling place	13-3-105(2) 13-3-207

November 3	Beginning of period for printing of general election precinct register	13-2-116
	After 5:00 p.m. - Beginning of period for qualified electors who are prevented from voting at the polls as a result of illness or health emergency, occurring between 5:00 p.m. of the Friday before the election and 8:00 p.m. on election day, to request to vote by special absentee ballot	13-13-211(2) 13-13-212(2)
November 6	Noon - Deadline for application to be made for absentee ballot	13-13-211(1)
	Noon - Absentee ballots are issued to late registrants up until this time on the day before election day; late registrants who submit a registration form after noon must return to the election office on election day to receive an absentee ballot	13-2-304
	Election administrators may, at their option, conduct early preparation of absentee ballots as provided in statute and administrative rule	13-13-241 44.3.2204 ARM
November 7	MUNICIPAL GENERAL ELECTION	13-1-104(3)
	Election administrators or designees must randomly test and certify 5% of each type of voting system (a minimum of one per county), to validate the accuracy of voted paper ballots with the voting system results	44.3.1713(1)(f) ARM
	8:00 p.m. - End of late registration (or when all individuals in line at 8:00 p.m. have registered)	13-2-304
November 8-13	Period during which election administrators may open a package containing a precinct register to resolve provisional ballots	13-15-107 13-15-301(2)
November 13	3:00 p.m. - Deadline for election administrators to receive Federal Write-In Absentee Ballots (FWABs) that were sent by absent military and overseas electors by 8:00 p.m. on election day	13-21-206
	3:00 p.m. - Counting of provisional ballots that are not resolved by the end of election day may not begin prior to this date and time	13-15-107(6)
After Election	Period for Commissioner of Political Practices to certify to election administrators the names of all elected municipal candidates who complied with MCA Title 13, Chapter 37 so that certificates of election can be issued	13-37-126
By November 21	Canvass completed - Board declares elected the individuals having received the highest number of votes cast for each office and proclaims adoption or rejection of ballot issues	13-15-401 13-15-405
Within 5 days of official canvass	Deadline for unsuccessful general election candidates to apply for a recount, if applicable	13-16-201 13-16-301
Within 10 days of official canvass	Deadline for successful general election write-in candidates to file a written Declaration of Acceptance	13-15-111



Montana 2017 Municipal Primary and General Election Calendar

Office of Montana Secretary of State
Elections and Government Services Division
sos.mt.gov • soselections@mt.gov

Election Information

Subject to change by the 2017 Legislature

My Voter Page

Visit the Secretary of State's webpage at sos.mt.gov for the following services on My Voter Page*:

- Check your registration status
- Find your polling place, including a map with directions to the polling place
- Check the status of your absentee ballot, if applicable
- See a sample ballot, when available

*Some information on My Voter Page is available for statewide primary and general elections only.

Filing for Office

- Pursuant to [13-10-201](#), MCA, in a partisan election, an individual may not file a Declaration for Nomination or a Declaration of Intent for more than one political party.
- A candidate may not file for more than one public office. (This does not include precinct committee candidates, if applicable).
- Individuals cannot file for nonpartisan offices as independent candidates or as political party candidates.

Late Registration

- An elector may register or change the elector's voter registration information after the close of regular registration by appearing at the county election office or designated location before the close of polls on election day.
- Late registration closes temporarily at noon the day before election day, and reopens at 7 a.m. on election day.
- Absent military and overseas electors are eligible for late registration (and can register and vote electronically for statewide primary and general elections held during each even year via the Secretary of State's Electronic Absentee System). See http://www.sos.mt.gov/elections/Military_Overseas for more information.

Polling Places

- According to [13-1-106](#), MCA, polls must open from 7:00 a.m. to 8:00 p.m., except that polling places having fewer than 400 registered electors must be open from at least noon to 8:00 p.m. (or until all registered electors in any precinct have voted).
- Contact your [county election office](#) for your polling place location and hours.

ID for Voting

- All voters must present ID when voting at the polling place.
- ID can be any current photo ID with the voter's name, or if photo ID is not available, a current utility bill, bank statement, paycheck, notice of confirmation of voter registration, government check or other government document that shows the voter's name and current address.

Provisional Ballots

- Electors whose eligibility or identity cannot be determined are allowed to vote a provisional ballot.
- Proof of registration or required identification must be provided to the county election office by 5:00 p.m. the day after the election, or mailed to the county election office by the day after the election.
- Pursuant to [13-15-107](#), MCA, counting of provisional ballots that are not resolved by the end of election day may not begin prior to 3:00 p.m. the sixth day after the election.
- Election officials shall notify each elector who cast a provisional ballot, by the most expedient means possible, whether or not the elector's ballot was counted, and the reason(s) why or why not.

Voter Info

Contact the [Election Administrator](#) at your county election office. Contact the Secretary of State at soselections@mt.gov or at 1-888-884-8683 (VOTE).

Last updated January 12, 2017