

Voc Rehab program offers employment help

The Warm Springs Vocational Rehabilitation program has been helping tribal members for twenty years.

The program offers vocational counseling, guidance and training; diagnostic examinations and procedures; assistive devices such as artificial limbs and wheel chairs; and tools, equipment and licenses.

Voc Rehab can provide transportation to clients, job direction, and help with resumes, among many other services.

These services become even more important during difficult economic times. The goal of Voc Rehab is to improve employment of tribal members with disabilities.

If you think you have a qualifying disability, and would like to see if Voc Rehab can assist you, please call or come by the office.

The phone number is 541-553-4952, or 553-3415. The program

office is located at 4217 "A" Holliday Street, in the industrial park area. These are examples of disabilities that qualify an individual for service:

Amputation, blindness, hearing problems, learning disability, orthopedic problems, seizure disorders, spinal cord or head injury, alcohol or drug issues, or any other physical or mental condition that limits one's ability to work.

An applicant should written documentation of the physical or mental condition, and must experienced a problem in obtaining, maintaining or advancing in employment, caused by the disability. Applicants must be members of a federally recognized tribe, and must reside on the Warm Springs Reservation.

For those who qualify, Voc Rehab invites you to stop by or call for more information.

Spooky Nite Out



Yvonne Iverson/Spilyay

Halloween costumes on display at the Community Center during Spooky Indian Nite Out.

Tribal Council resolutions

Wind farm

Whereas the Confederated Tribes of the Warm Springs Reservation of Oregon ("Tribe") desires to enter into a business relationship with Enerfin Energy Company, Inc. ("Enerfin") in which the Tribe may allow Enerfin to develop and operate a wind farm energy project (the "Project") on the Warm Springs Reservation (the "Reservation"); and

Whereas the Tribe and Enerfin have agreed to proceed with a feasibility investigation for purposes of determining the viability of the Project to the mutual satisfaction of the Tribe and Enerfin; and

Whereas the Tribe and Enerfin desire to enter into the Letter of Intent, in substantially similar form as attached Exhibit A (the "LOI"), in order to proceed with the feasibility investigation for the Project; and

Whereas the Tribe desires to grant Enerfin access to the Reservation for purposes of conducting the feasibility investigation on the terms and conditions as set forth in the LOI; now, therefore,

Be it resolved by the Twenty-Sixth Tribal Council of the Confederated Tribes of the Warm Springs Reservation of Oregon, pursuant to Article B, Section 1 (l), of the Tribal Constitution and By-Laws, that the Tribal Council approves the LOI and authorizes the Tribal Council Chairman or his designee to execute the LOI; and,

Be it further resolved by the Tribal Council, that the Secretary-Treasurer/CEO is authorized to grant Enerfin access to the Reservation for the purposes set forth in the LOI. (Resolution no. 11,800)

CPS building

Whereas application has been made by Ron Hager, Children's Protective Services (CPS) Director, for a lease situated on Tribal land described as:

In the Agency area, located at the NW1/4SE1/4NW1/4NW1/4 of Section 35, Township 9 South, Range 12 East, Willamette Meridian, Jefferson County, Oregon, containing 2.5 acres more or less, map attached as Exhibit "A," metes and bounds survey to be attached at a later date as Exhibit "B;" and,

Whereas the Children's Protective Services has allocated sufficient

funds to construct a new building; now, therefore;

Be it resolved by the Twenty-Sixth Tribal Council of the Confederated Tribes of the Warm Springs Reservation of Oregon, pursuant to Articles V and VIII of the Tribal Constitution and By-Laws of the Confederated Tribes of the Warm Springs Reservation of Oregon, that the Children's Protective Services be Granted a fifty (50) year lease in the Agency area on tribal land described herein; and,

Be it further resolved that Ron Hager, CPS Director, be authorized to sign the lease on behalf of the Children's Protective Services; and,

Be it further resolved that the lesser, the Confederated Tribes upon approval of the lease, waives any charge for the original term of the lease; and,

Be it further resolved that the Confederated Tribes reserves the right to grant rights-of-way over, under and across the lease premises, such as provision to be written into and made a part of the lease terms; and,

Be it further resolved that except as otherwise provided for in the lease agreement, that Confederated Tribes reserves the right to cancel the lease upon thirty (30) days written notice to lessee, in the event that the lease premises is needed for Tribal community development or land exchange purpose, or for such other substantive reason cancellation may be deemed necessary by the Tribes, such a provision to be written into and made a part of the lease terms; and,

Be it further resolved that the Chairman or Vice-Chairman and Secretary-Treasurer/CEO are hereby authorized to execute the necessary documents for and on behalf of the Confederated Tribes. (Resolution no. 11,801)

Solar project

Whereas PGPV LLC ("PGPV") is a developer and operator of solar photovoltaic systems;

Whereas PGPV desires to construct, maintain, and operate a solar photovoltaic energy system ("System") with an installed capacity of not more than 300 kilowatts ("kW") on the Reservation under an incentive program run by Pacific Power who is the Tribe's electric service provider; and

Whereas PGPV and the Tribe

have identified a site, ("Site") set forth in Exhibit A, on the Reservation for location of the System; and

Whereas the Tribe is willing to allow PGPV to maintain, construct, and operate the System on the Site and to participate in the incentive program; and

Whereas the Tribe would receive an income stream during the term of a Solar Photovoltaic Hosting Agreement, attached as Exhibit B, ("Agreement"), receive ownership of the System upon termination of the Agreement, and would build expertise in solar photovoltaic systems; and

Whereas the Tribe is willing to grant a lease agreement in substantially similar form to Exhibit C ("Lease") for the construction and operation of the system; and

Whereas a waiver of sovereign immunity is a necessary inducement for PGPV to enter into the contemplated transactions; now, therefore,

Be it resolved by the Twenty-Sixth Tribal Council of the Confederated Tribes of the Warm Springs Reservation of Oregon, pursuant to Article B, Section (l) (l) of the Tribal Constitution and By-Laws, that the Tribal Council approves the Agreement and the Lease and authorizes the Tribal Council Chairman, Vice Chair, or Secretary-Treasurer/CEO to execute the Agreement and lease in substantially similar form as attached Exhibit B and Exhibit C; and

Be it further resolved by the Tribal Council that the Secretary-Treasurer/CEO is authorized to execute further agreements or documents reasonably necessary for the financing, construction, and operation of the System at the Site; and

Be it further resolved by the Tribal Council that the Tribal Council grants a waiver of the Tribe's sovereign immunity for the limited purposes of the Agreement as authorized by WSTC Chapter 30. (Resolution no. 11,799)

WSFPI mill

Whereas the Tribal Council is advised by WSFPI personnel and staff on the Branch of Natural Resources that there is a high probability of a temporary mill shut-down in 2013 that will extend into 2014; and,

Whereas the Tribal Council is further advised that harvesting and

decking an inventory of logs during the remainder of 2013 will allow for a more orderly and expeditious resumption of full operations in 2014; and,

Whereas Chapter 615 of the Warm Springs Tribal Code is the Second Restated Plan of Operations for WSFPI, and it directs the WSFPI CEO with respect to mill operations, including the directive to reduce the duration of shut-downs, to provide for an expeditious resumption of processing, and to seek to maintain employment as set forth at Article II, Section L of the Plan of Operations; and,

Whereas the Operations Agreement of June 9, 2009 between WSFPI and Vanport requires the WSFPI CEO and Mill Manager Vanport to operate the mill in accordance with the Plan of Operations including Article II, Section L referenced above; and,

Whereas the Tribal Council is advised that in order to secure this inventory it is necessary to harvest logs in excess of the 2013 AAC, and therefore, advance the harvest of timber planned to be part of the 2014 AAC cut; and,

Whereas the Tribal Council desires to develop a log inventory that will reduce the duration of any mill shut-down while staying within the annual allowable cut volume of 38 mmbf approved by Resolutions 11,532 and 11,533 for both 2013 and 2014; and,

Whereas WSFPI purchases timber from the Tribe by formal contractual agreements. (See Section 5.a. of the Timber Allocation and Sales Agreement adopted by Resolution 11,533). In order to operate the mill consistent with its Plan of Operations while also acting consistently with the Resolutions 11,532 setting the allowable cut volume and 11,533 approving the Timber Allocation and Sales Agreement, specific additional terms for the formal con-

tractual agreements are required for WSFPI purchase of timber from the Tribe; now therefore,

Be it resolved by the Twenty-Sixth Tribal Council of the Confederated Tribes of the Warm Springs Reservation of Oregon, pursuant to Article V, Section 1 (l), of the Tribal Constitution and By-Laws, that any and all formal contractual agreements under Section 5.c. of the Timber Allocation and Sales Agreement for WSFPI harvest and purchase of Tribal timber harvested in 2013 to be charged to the 2014 AAC includes the following special terms:

1. All logs will be scaled as set out in the Timber Allocation and Sales Agreement.

2. All such logs will be decked separately from logs harvested as part of the 2013 AAC at the mill yard.

3. Title to the logs will not pass from the Tribe to WSFPI until January 15th, 2014.

4. Unless otherwise agreed by the Tribe, these logs are not available for sale by WSFPI to any entity (it has no title) and those logs are not available for processing or sale by WSFPI until title passes on January 15th, 2014.

5. Log prices for the decked inventory shall be established as set forth in the Timber Allocation and sales Agreement for the first quarter of calendar year 2014.

Be it further resolved, the WSFPI's assent to the five special terms set forth above is formally provided by its CEO signature acknowledging the, "Agreement to Special Terms for the Purchase of Tribal Timber Harvested in 2013 Charged to the 2014 AAC," and;

Be it further resolved that WSFPI shall coordinate with Vanport as required by the Operations Agreement, Section 3.2(c), to plan for decking the logs as set for the herein. (Resolution no. 11,797)

**REUSE IT
SECONDHAND**

Open Wednesday thru Saturday

10 a.m. to 6 p.m. Ph. 541-553-1041

At Warm Springs St. & Hollywood Blvd.