AGENDA
ANAConDA-DeER LODGE COunTy
COmmISSION MEETING
6 PM TUESDAY, JULY 19, 2022
COUThouSE - COURTROOm

Please turn off or silence all cell phones and electronic devices. Everyone is respectfully asked to follow these few Commission Rules of Procedure:

- To address the Commission, please approach the podium and state your name & address for the record.
- Please speak loud enough for the entire room to hear your comments.
- Please address all comments to the Commission as you are not in a debate with other presenters or members of the audience.
- Please be respectful to other speakers, presenters and members of the audience.
- No sidebar conversations will be allowed. Private conversations and whispering in the audience during the meeting is very disruptive so please step out of the room for any such conversations.

I. Pledge of Allegiance

II. Approval of Minutes from the Commission Meeting of July 5, 2022, the Commission Work Session of July 12, 2022.

At this time, the Commission could take action to approve the minutes from the Commission meeting of July 5, 2022, the Commission Work Session of July 12, 2022.

III. Approval of Claims

At this time, the Commission could take action to authorize the payment of claims numbered XXXXXX through XXXXXXX in the amount of $XXXXXXX.XX

IV. Reports of Boards, Committees and Officials

- Commissioner Kevin Hart:
- Commissioner Steve Gates:
- Commissioner Paul Smith:
- Commissioner Terry Vermeire:
- Commissioner Mike Huotte:
- CEO Everett:
- CA Ben Krakowka:

V. Public Hearings – 4 Items

At this time the Commission will take action to hold a public hearing to obtain public comment on the following items:

1. Final Plat Approval for the Derzay subsequent minor subdivision up Lost Creek by John Derzay. (The proposed 2-lot subdivision will divide the existing parcel into two residential lots surrounding existing residences. The homes are addressed as 54 Homestead Dr. and 288 Homestead Dr. The proposed 2-lot subdivision will result in a single residence per lot. The project is in the Lost Creek Development District (LDCC).
2. **Development District Map Amendment.** The subject property is located on either side of Landfill Road, north of MT Hwy 1. (Excluding the Superfund Building – Lot 6 to be a Light Industrial Development District. The eastern area (Lots 5-8) of the proposed Phase I are currently in the Public/Semi-Public Development District. The county wishes to amend the development district map for this area to be Light Industrial Development District (LIDD).

3. **Development District Map Amendment (Currently designated as Railroad Transitional Development District).** The subject property is located south of Montana Highway 1 between Polk St. and the Main Granulated Slag Pile. The County wishes to amend the development district map for this area to Highway Commercial Development District (HCDD).

4. **A Major Development (MDP) to permit BrightNight to construct a solar energy project on Atlantic Richfield Company Property within the Opportunity Ponds.**

**VI. Unfinished Business**

**A. United States Department of Justice Environmental Protection Agency, Region VIII, and the State of Montana, in the matter of Anaconda Smelter Superfund Site, Amendment to Agreement and Covenant Not to Sue.**

At this time the Commission could take action to approve the United States Department of Justice Environmental Protection Agency, Region VIII, and the State of Montana, in the matter of Anaconda Smelter Superfund Site, Amendment to Agreement and Covenant Not to Sue

**B. Anaconda-Deer Lodge County Personnel Policy Manual**

At this time the Commission could take action to approve the Anaconda-Deer Lodge County Personnel Policy Manual

**C. Request to Call for Bids 2022 Police Package Pickup – 4 Wheel Drive/All-Wheel – 4 Door, Minimum Standard Equipment**

At this time the Commission could take action to approve the Request to Call for Bids 2022 Police Package Pickup – 4 Wheel Drive/All-Wheel – 4 Door, Minimum Standard Equipment

**D. Service Agreement and Memorandum of Understanding Between Anaconda-Deer Lodge County and the Hearst Free Library Board of Trustees**

At this time the Commission could take action to approve the Service Agreement and Memorandum of Understanding Between Anaconda-Deer Lodge County and the Hearst Free Library Board of Trustees

**E. Chronic Disease Prevention and Health Promotion Program Subcontractor Agreement Anaconda-Deer Lodge County Health Department**

At this time the Commission could take action to approve the Chronic Disease Prevention and Health Promotion Program Subcontractor Agreement Anaconda-Deer Lodge County Health Department
F. **Task Order Number 23-07-7-11-114-0 to the Master Contract Effective July 1, 2019 to December 31, 2026 between the State of Montana, Department of Public Health and Human Services and Deer Lodge County (Disease Intervention Specialists and Congregate Living Coordinators)**

At this time the Commission could take action to approve Task Order Number 23-07-7-11-114-0 to the Master Contract Effective July 1, 2019 to December 31, 2026 between the State of Montana, Department of Public Health and Human Services and Deer Lodge County (Disease Intervention Specialists and Congregate Living Coordinators)

G. **Task Order Number 23-07-1-01-1111-0 to the Master Contract Effective July 1, 2029 to June 30, 2026 between the State of Montana, Department of Public Health and Human Services and Deer Lodge County (Deer Lodge County Public Health Crisis Workforce Supplemental Funding)**

At this time the Commission could take action to approve the Task Order Number 23-07-1-01-1111-0 to the Master Contract Effective July 1, 2029 to June 30, 2026 between the State of Montana, Department of Public Health and Human Services and Deer Lodge County (Deer Lodge County Public Health Crisis Workforce Supplemental Funding)

H. **Montana Department of Commerce Main Street Program Contract #MT-MMS-PL-22-005**

At this time the Commission could take action to approve the Montana Department of Commerce Main Street Program Contract #MT-MMS-PL-22-005

I. **Anaconda-Deer Lodge County/Housing Authority of the City of Anaconda - CDBG Planning Grant Application for Housing Site Redevelopment Plan**

At this time the Commission could take action to approve Anaconda-Deer Lodge County/Housing Authority of the City of Anaconda - CDBG Planning Grant Application for Housing Site Redevelopment Plan

J. **Deer Lodge County 4H Leaders Council Request for a Donation to Help Cover the Costs of our Deer Lodge County 4-H members’ and Open Class fees in the amount of $4,000 for the participation of the 2022 Fair and other 4-H sponsored Activities.**

At this time the Commission could take action to approve Deer Lodge County 4H Leaders Council Request for a Donation to Help Cover the Costs of our Deer Lodge County 4-H members’ and Open Class fees in the amount of $4,000 for the participation of the 2022 Fair and other 4-H sponsored Activities.

K. **Request for Reappointment to the A-DLC Planning Board by Colleen Riley.**

At this time the Commission could take action to appoint/reappoint a member to the A-DLC Planning Board.

L. **Request for Reappointment to the A-DLC Airport Board by Randy Johnson.**

At this time the Commission could take action to appoint/reappoint a member to the A-DLC Airport Board.
M. Special Event Permit – Smelter City Recreation Complex – Smelter City Scamper, August 8, 2022

At this time the Commission could take action to approve the Special Event Permit – Smelter City Recreation Complex – Smelter City Scamper, August 8, 2022 (Pending Certificate of Insurance)

N. Final Plat Approval for the Derzay subsequent minor subdivision up Lost Creek by John Derzay. (The proposed 2-lot subdivision will divide the existing parcel into two residential lots surrounding existing residences. The homes are addressed as 54 Homestead Dr. and 288 Homestead Dr. The proposed 2-lot subdivision will result in a single residence per lot. The project is in the Lost Creek Development District (LDCC).

At this time the Commission could take action to approve the Final Plat Approval for the Derzay subsequent minor subdivision up Lost Creek by John Derzay. (The proposed 2-lot subdivision will divide the existing parcel into two residential lots surrounding existing residences. The homes are addressed as 54 Homestead Dr. and 288 Homestead Dr. The proposed 2-lot subdivision will result in a single residence per lot. The project is in the Lost Creek Development District (LDCC).

O. Development District Map Amendment. The subject property is located on either side of Landfill Road, north of MT Hwy 1. (Excluding the Superfund Building – Lot 6 to be a Light Industrial Development District. The eastern area (Lots 5-8) of the proposed Phase I are currently in the Public/Semi-Public Development District. The county wishes to amend the development district map for this area to be Light Industrial Development District (LIDD).

At this time the Commission could take action to approve the Development District Map Amendment. The subject property is located on either side of Landfill Road, north of MT Hwy 1. (Excluding the Superfund Building – Lot 6 to be a Light Industrial Development District. The eastern area (Lots 5-8) of the proposed Phase I are currently in the Public/Semi-Public Development District. The county wishes to amend the development district map for this area to be Light Industrial Development District (LIDD).

P. Development District Map Amendment (Currently designated as Railroad Transitional Development District). The subject property is located south of Montana Highway 1 between Polk St. and the Main Granulated Slag Pile. The County wishes to amend the development district map for this area to Highway Commercial Development District (HCDD).

At this time the Commission could take action to approve the Development District Map Amendment (Currently designated as Railroad Transitional Development District). The subject property is located south of Montana Highway 1 between Polk St. and the Main Granulated Slag Pile. The County wishes to amend the development district map for this area to Highway Commercial Development District (HCDD).

Q. A Major Development (MDP) to permit BrightNight to construct a solar energy project on Atlantic Richfield Company Property within the Opportunity Ponds.

At this time the Commission could take action to approve Major Development (MDP) to permit BrightNight to construct a solar energy project on Atlantic Richfield Company Property within the Opportunity Ponds.
VII. New Business

A. A-DLC Position Description for Captain of Fire Department – CEO Everett

At this time the Commission could approve the A-DLC Position Description for Captain of Fire Department.

B. A-DLC Position Description for Firefighter/EMT-Paramedic – CEO Everett

At this time the Commission could approve the A-DLC Position Description for Firefighter/EMT-Paramedic

C. First Reading and Request for a Public Hearing for Proposed Anaconda-Deer Lodge County Ordinance #269, AN ORDINANCE ADOPTING AND INCORPORATING THE INTERNATIONAL BUILDING CODE, INTERNATIONAL RESIDENTIAL CODE, INTERNATIONAL EXISTING BUILDING CODE, INTERNATIONAL ENERGY CONSERVATION CODE, INTERNATIONAL FIRE CODE & NFPA 70 (Request a Public Hearing Date of August 2nd, 2022)

At this time the Commission could take action to set a Public Hearing Date for Ordinance #269, AN ORDINANCE ADOPTING AND INCORPORATING THE INTERNATIONAL BUILDING CODE, INTERNATIONAL RESIDENTIAL CODE, INTERNATIONAL EXISTING BUILDING CODE, INTERNATIONAL ENERGY CONSERVATION CODE, INTERNATIONAL FIRE CODE & NFPA 70

D. Resolution No. 22-13, Disbursement of Economic Development Funds, A Resolution authorizing the Anaconda-Deer Lodge County Commission to disburse economic development funds received from Atlantic Richfield Company to the selected business as recommended by the Economic Development Board at their July 13, 2022, meeting. (Murdoch’s)

At this time the Commission could take action to approve Resolution No. 22-13, Disbursement of Economic Development Funds, A Resolution authorizing the Anaconda-Deer Lodge County Commission to disburse economic development funds received from Atlantic Richfield Company to the selected business as recommended by the Economic Development Board at their July 13, 2022, meeting.

VIII. Miscellaneous

- Commissioner Kevin Hart:
- Commissioner Steve Gates:
- Commissioner Paul Smith
- Commissioner Terry Vermeire:
- Commissioner Mike Huotte:
- CEO Bill Everett:
- CA Ben Krakowka:

IX. Public Comment – This is the time for members of the public to comment on items NOT appearing on this agenda that fall within the Commission’s jurisdiction.

X. Public Meeting Dates

XI. Adjournment
Anaconda-Deer Lodge County Public Meetings
Board Vacancies can be viewed on the A-DLC website: https://adlc.us

July 18, 2022 – 1 pm – 5 pm Planning Board Training by MACO
Community Center in Deer Lodge, 409 Cottonwood Ave.

July 19, 2022 - 6 p.m. Commission Meeting
Courthouse Courtroom

July 21, 2022 - 7:00 p.m. Wise River Fire District
Wise River Fire Hall

July 24, 2022 – 1:00 p.m. Veterans Memorial Dedication – Kennedy Common
Proclamation Mickie Nazer Recognition Day

July 26, 2022 - 6 p.m. Commission Work Session Meeting
Courthouse

July 27, 2022 - 7:00 a.m. Airport Board Meeting
Bowman Field

July 28, 2022 - 5:00 p.m. Board of Health
Public Health Department

August 1, 2022 - 4:30 p.m. Hearst Free Library Board of Trustees
Hearst Free Library – 401 Main St

August 1, 2022 - 5:30 p.m. Old Works Authority Board Meeting
Clubhouse

August 2, 2022 - 6 p.m. Commission Meeting
Courthouse Courtroom (Possible location change due to trial)

August 3, 2022 - 7:00 p.m. West Valley Volunteer Fire
West Valley Fire Hall

August 5, 2022 – 1:30 p.m. Historic Resource Board
Multi-Purpose Building at the Kennedy Common

August 6, 2022 – 11:00 – 4:00 Historic Resource Board
“The Ghost of Smeltermen’s Day Past”
Collection of Historic Photos
COUNTY COMMISSION MEETING
6 P.M. TUESDAY, JULY 5, 2022
COURTHOUSE COURTROOM

Present: District 1 Commissioner Terry Vermeire, District 2 Commissioner Steve Gates, District 3 Commissioner Kevin Hart (Vice-Chair), District 4 Commissioner Paul Smith, District 5 Commissioner Mike Huotte, (Chair), CEO Bill Everett, County Attorney Krakowka, and Clerk of Commission Lori Sturm

Members of the Press: Patrick Williams, Anaconda Leader

Members of the Public: Per Sign-In Sheet

Commissioner Huotte called the meeting to order at 6:00 p.m. Commissioner Huotte explained the Commission rules of procedure.

Approval of Minutes

Approval of Minutes from the Commission meeting of June 21, 2022; and the Commission Work Session Meeting of June 28, 2022

Motion made by Commissioner Smith to take action to approve the Minutes from the Commission meeting of June 21, 2022; and the Commission Work Session Meeting of June 28, 2022; Seconded by Commissioner Gates.

Motion Carried 5-0

Approval of Claims

Motion made by Commissioner Hart to take action to authorize the payment of claims numbered 139409 through 139535 in the amount of $432,098.33; Seconded by Commissioner Vermeire.

Motion Carried 5-0

REPORTS OF BOARDS, COMMITTEES AND OFFICIALS

- Commissioner Hart – Nothing to Report.
- Commissioner Smith – Nothing to Report.
- Commissioner Vermeire – Attended the joint meeting in Philipsburg and the airport board was cancelled.
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- **Commissioner Huotte** – Nothing to Report.
- **CEO Everett** – The festivities in the county were fantastic. Attended the Lake Parade and the Parade in town. No issues and people were very appreciative. There were no issues in the park with the concert. Reported that the Dwyer school was broken into and vandalized. The Chief of Police was working the Fourth of July which was nice to see. He was out and just wanted people to be safe. Cool to see an elected official pulling duty.
- **County Attorney Krakowka** – Nothing to Report.

**PRESENTATION – PLANNING BOARD**

Rose Nyman – Several years ago I attended a training for non-profit board members and an item they stressed was “if it can be read it doesn’t need to be said”. Pointed out information on the second page of the report. The Higher Standard application . . . the gentleman doing the project came to the public hearing with completely different information than what was sent in the packets; so, it was not approved. At this time the applicant has abandoned his plans on the original site and is looking at something else. If he comes forward with a new project in a new location, there will be no issue. If he comes back to the area by Lisac’s we will have to rescind a motion that was made inappropriately. Next item that I want to point out is the applicant BrightNigh. Every Planning Board member was called and asked to talk to a lobbyist. At one time I was told by a former county attorney that it was OK to do that. You must disclose that. We learned at the board training that it is not OK. I made the disclosure; it was talked about and will no longer be done. Both items’ point to the level of communication between planning staff and the planning board members. It was resolved that if there is an issue of parliamentary procedure, whoever is chairing will call a 5-minute recess; google information; and move forward.

- **Commissioner Hart** – Asked about Higher Standard and if it was to be East of Lisac’s? The credit union submitted detailed opposition to this project.
- **Rose Nyman** – “Yes” it was to be east of Lisac’s. What was erroneous is it said it went to the Round House, but it went to the fence of the railroad lot. He went from septic system to a sewer line, a completely different building and landscaping. It was a brand-new project. There was opposition, Donna Kostelecky reiterated what was in the letter from the credit union. There were also some neighbors who spoke out.

**UNFINISHED BUSINESS**

**Letter of Support for the Bureau of Land Management (BLM) and Rocky Mountain Elk Foundation (RMEF) for the Seymour Creek Acquisition**

Motion made by Commissioner Vermeire to take action to approve the Letter of Support for the Bureau of Land Management (BLM) and Rocky Mountain Elk Foundation (RMEF) for the Seymour Creek Acquisition; Seconded by Commissioner Gates.

Motion Carried 5-0
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Resolution No. 22-12, A Resolution Increasing Rates for Basic Life Support, Emergency and Non-Emergency, and the “Per Loaded Mile” charge and creating a fee for Advance Life Support and Ambulance Request/Non-Transport for the Anaconda-Deer Lodge County Ambulance Service.

Commissioner Hart – Thanked the Fire Chief for providing the information requested for the comparisons.

Motion made by Commissioner Gates to take action to approve Resolution No. 22-12, A Resolution Increasing Rates for Basic Life Support, Emergency and Non-Emergency, and the “Per Loaded Mile” charge and creating a fee for Advance Life Support and Ambulance Request/Non-Transport for the Anaconda-Deer Lodge County Ambulance Service: Seconded by Commissioner Smith.

Motion Carried 5-0

Request to set a Public Hearing Date for Final Plat of the Derzay Subsequent Minor Subdivision located in the Lost Creek Development District. (Suggested date of July 19, 2022)

Motion made by Commissioner Vermeire to take action to approve the Public Hearing Date of July 19, 2022, for Final Plat of the Derzay Subsequent Minor Subdivision located in the Lost Creek Development District; Seconded by Commissioner Smith.

Motion Carried for Public Hearing July 19, 2022 5-0

Request to set a Public Hearing Date for Development District Map Amendment. The subject property is located on either side of Landfill Road, north of MT Hwy 1. (Excluding the Superfund Building – Lot 6 to be a Light Industrial Development District) (Suggested date of July 19, 2022)

Motion made by Commissioner Smith to take action to approve the Public Hearing Date of July 19, 2022, for Development District Map Amendment. The subject property is located on either side of Landfill Road, north of MT Hwy 1. (Excluding the Superfund Building – Lot 6 to be a Light Industrial Development District); Seconded by Commissioner Gates.

Motion Carried for Public Hearing July 19, 2022 5-0
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Request to set a Public Hearing Date for Development District Map Amendment. (Currently designated as Railroad Transitional Development District to amend the development district map for this area to Highway Commercial Development District (HCDD). (Suggested date of July 19, 2022)

Motion made by Commissioner Gates to take action to approve the Public Hearing Date of July 19, 2022, for Development District Map Amendment. (Currently designated as Railroad Transitional Development District to amend the development district map for this area to Highway Commercial Development District (HCDD); Seconded by Commissioner Vermeire.

Motion Carried for Public Hearing July 19, 2022  5-0

Request to set a Public Hearing Date for BrightNight to construct a solar energy project on Atlantic Richfield Company property within the Opportunity Ponds. (Suggested date of July 19, 2022)

Motion made by Commissioner Hart to take action to approve the Public Hearing Date of July 19, 2022, for BrightNight to construct a solar energy project on Atlantic Richfield Company property within the Opportunity Ponds; Seconded by Commissioner Vermeire.

Motion Carried for Public Hearing July 19, 2022  5-0

Lease with Option to Buy Lot 1B Proposal from Cody Neubauer, Mountain Standard Builders and Eric Tracy {See New Proposal}

CEO Everett – As you see there are 2 different proposals on this property. We have worked with Cody for 6 months. His plan is ready to go. It would be my suggestion that the Commission would give Cody Neubauer the option to purchase the land; however, I would like to work with Eric Tracy to perhaps find a parcel of land that would work for him. Also, Eric Tracy does not already own land in the East Yards. I would like to have a discussion with him.

Motion made by Commissioner Gates to take action to approve the Lease with Option to Buy Lot 1B from Cody Neubauer, Mountain Standard Building; Seconded by Commissioner Hart.

Motion Carried 5-0

Lease with Option to Buy Lot 1A Proposal from Nick Kriskovich, Copper City Sheet Metal and Eric Tracy {See New Proposal}

CEO Everett – Once again we have worked with Nick Kriskovich for almost a year on a parcel of land. The proposal brought forward by Eric Tracy is worthy of your consideration. On this portion of land between myself and the Planning director we would suggest it be approved for
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Nick Kriskovich. I would hope that Eric Tracy would reach out to us so we could work on a parcel of land.

Motion made by Commissioner Smith to take action to approve the Proposal for the Lease with Option to Buy Lot 1A from Nick Kriskovich, Copper City Sheet Metal; Seconded by Commissioner Gates.

Motion Carried 5-0

Proclamation Designating July 24, 2022, as Mickie Nazer Recognition Day.

CEO Everett – I am in full support of recognizing Mickie Nazer. He does a lot for the community.

Motion made by Commissioner Gates to take action to approve the Proclamation Designating July 24, 2022, as Mickie Nazer Recognition Day; Seconded by Commissioner Hart.

Motion Carried 5-0

Request for Reappointment to the DUI Task Force Board by Debbie Robinson.

County Attorney Krakowka – Debbie does a good job and is there for about every meeting. There would be a problem with quorum if she wasn’t on the board.

Motion made by Commissioner Vermeire to take action to approve the Reappointment of Debbie Robinson as a member of the DUI Task Force Board; Seconded by Commissioner Gates.

Motion Carried 5-0

NEW BUSINESS

First Reading and Request for a Public Hearing of Proposed Amendment to Anaconda-Deer Lodge County Ordinance #258 (A) Fireworks Ordinance: Article IV, Sec. 10-84

CEO Everett – This is to bring it back for discussion to go before the community to perhaps limit the days for sales and lighting of fireworks. The phone calls this year have been unlike any we have had any other year. We need to address this issue.

- Commissioner Hart – Commissioner Vermeire like to discuss his thoughts on the penalties being included in this instead of by resolution.
- Commissioner Vermeire – Feels the fees and fines should be set by Resolution. If we ever would want to change them on the Ordinance, it would have to go through the public process of first reading, public hearing etc., to get them changed. I would be for omitting those from the Ordinance and doing them by resolution.
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- County Attorney Krakowka – The penalty has to be spelled out in the ordinance. A fee associated with the ordinance does not need to be spelled out as part of the ordinance. The penalty and the fine needs to be addressed by an amendment to the ordinance and can't be addressed by a resolution. Provided example of a fee with association of a special business license for getting a fire work stand, that is something that could be set by resolution.

Motion made by Commissioner Smith to take action to approve a Public Hearing Date of Proposed Amendment to the Anaconda Deer Lodge County Ordinance #258 (A) Fireworks Ordinance on August 2nd, 2022; Seconded by Commissioner Gates

Motion Carried for Public Hearing August 2nd, 2022 5-0

Proposed Sale of the Greenway Service District’s ½ Interest in the Amelie Lode to Tom Mantha – Mike Huotte

Commissioner Huotte - This was brought forward by the Greenway Service District Board. Several years ago, there was a settlement on some bad debts with Butte Silver Bow and that county got a lot of property. This portion was given to the Greenway Service District. It is not near the trail system and right now it is collecting garbage. There are 2 owners who are both 50/50 owners. Neither owner can do anything with the property. One owner has approached the Greenway Service District to purchase our ½ interest. The first offer was rejected, and they came back with a new offer. The Greenway Service District Board voted to approve this and so has Butte Silver Bow Commission. Under the ordinance of both counties any disposition of property must go before the Commission.

- CEO Everett – I would recommend following the recommendation of our commissioner. Commissioner Huotte has put in a lot of time and effort into this.

Motion made by Commissioner Hart to take action to approve the Sale of the Greenway Service District’s ½ Interest in the Amelie Lode to Tom Mantha; Seconded by Commissioner Gates.

Motion Carried 5-0

MISCELLANEOUS

- Commissioner Hart – No Miscellaneous.
- Commissioner Gates - No Miscellaneous.
- Commissioner Smith – No Miscellaneous.
- Commissioner Vermeire – No Miscellaneous.
- Commissioner Huotte – No Miscellaneous.
- County Attorney – No Miscellaneous.
PUBLIC COMMENT  - No Comments Given.

ADLC Meeting Dates and Times

Commissioner Huotte - read the meeting dates and times.

ADJOURNMENT

Meeting Adjourned at 6:32 p.m.

__________________________  _________________________
Lori Sturm                    Mike Huotte
Clerk of Commission          Commission Chair
County Commission  WS Meeting Minutes
July 12, 2022

ANACONDA-DEER LODGE COUNTY
COMMISSION WORK SESSION MEETING
6:00 P.M. TUESDAY, JULY 12, 2022
COURTHOUSE COURTROOM

Present: District 1 Commissioner Terry Vermeire, District 3 Commissioner Kevin Hart (Vice-Chair), District 4 Commissioner Paul Smith, District 5 Commissioner Mike Huotte, CEO Bill Everett, and County Attorney Krakowka and Clerk of Commission, Lori Sturm

Excused Absence: District 2 Commissioner Steve Gates,

Members of the Press: Patrick Williams, Anaconda Leader

Presentation – Historic Resources Board Semiannual Report

Mary Lynn McKenna – Fortunately in February we had Terry LaValley join, and we now have a full board. One of our active projects has been the “Speaker Series”. Attendance to these talks have been around 40 people per session. Topics covered have been: Rural Schools, The Fish Hatchery, Neighborhood Grocery Stores, Ancestry Searches, Anaconda Championship Sports teams, and Irish Heritage. We have several speakers lined up and hope to continue the series. We have a lot of ideas and there is a lot of history in Anaconda to share. Thanked the Leader for all their help. The board has about 26 tasks that are being looked at that go along with the historic preservation plan. We are placing them in priority lists according to what board members consider important. Several businesses have come to us throughout the year to discuss signage. We have provided options and different ideas about what would be appropriate for different buildings. We sponsored historic preservation month and sponsored an essay contest and hope to continue this as an annual program. The board is having a booth for Smelterman’s day and will be displaying photos of the past Smelterman’s days. We hope to find someone to identify some of the individuals in the photos.

United States Department of Justice Environmental Protection Agency, Region VIII, and the State of Montana, in the matter of Anaconda Smelter Superfund Site, Amendment to Agreement and Covenant Not to Sue

Mike Grayson – In 1994 the county received a bunch of real estate from ARCO. Part of the deal reached was for the golf course, the east yards, mill creek property, red sands, and the Golf Course itself. The fear was that in taking all this land, was that there would be superfund liability. For protection the county entered into an agreement with EPA, The Department of Justice and included the Old Works Golf Board. The 1994 agreement essentially protected the county against liability from owning that land if we didn’t do anything to exacerbate the existing conditions. That has been in effect for 28 years. Several businesses like the Forge Hotel got our protection extended to them. We renegotiated the agreement because there are a lot of things that have changed. The law itself changed dramatically, CERCLA the Superfund law changed with a bunch of amendments (the Brownsfield amendments). This took away the need
to have agreements with the EPA on superfund sites. There was a prospective purchaser program put in place that automatically protects, if you do your due diligence, do a phase I, environmental and keep a file. Then if EPA comes back . . . you can show a file to show that you did your due diligence. There is nothing signed by the agency, there is no paper saying you are protected. We wanted to keep an aspect going like the 1994 agreement. Introduced some individuals present who were all involved with the agreement that was negotiated. The agreement is lengthy, and complex. In essence it continues with the program where the county still has a fair bit of the land from 1994, and if we sell it to a third party, we will be transferring title. Once the deed is transferred, we want to have protection for the new owner. The other program the EPA is putting in place applies not to just the first-time transfer from the county, but there is also “Ready for Reuse Program”. Where they look at parts of the Superfund site and saying clean-up is done, this is ready for development and ready for reuse. This is a parallel track program that is going on to facilitate development. Once we get the first developments done and people notice, this creates momentum. The Old agreement is obsolete. Pointed out the agreement has 2 typos on pages 25 and 31; also, a signature line is missing for the Old Works Board president. Those will be fixed in the final draft for next week’s meeting.

- **CEO Everett** – This has been a long process. Everyone has done a great job. Grateful to be moving to a new phase. Also, grateful that we are developing the East Yards.
- **County Attorney Krakowka** – This seems to be an appropriate amendment to the agreement.

**Place on Agenda**

**Anaconda-Deer Lodge County Personnel Policy Manual**

Heather Edwards, Executive Assistant – It was decided that we needed to make some adjustments to the Personnel Policy Manual. The first thing looked at was in trying to recruit employment for A-DLC, we had some issues with hiring people outside the state, outside the city. We brought forward the option to supply these employees with a small monthly stipend to allow these employees to find a place in Anaconda to use towards rent, to use towards a moving expense or something similar. Our housing is difficult in Anaconda. It would be nice if the CEO/County had the discretion to allot a monthly stipend. The second thing looked at was to extend the education and training area. Currently we allow for training, but there is also an interest in helping some of our departments in providing for educational needs. The County Attorney has taken advantage of some that with some of his employees. Unfortunately, the county has not put money towards those employees, they have done this on their own. Training was paid by the county, but we wanted to focus on education. I have talked with payroll and addressed issues with workers compensation, sick leave, and retirement. There is not a lot of information for retirement, we request the employee to contact the specific retirement organization they are with.

- **CEO Everett** – To reiterate the employee/employer relationship has changed dramatically. A small incentive to help an employee with moving expenses to help them relocate, especially with our housing situation. Part of the relocation may involve
staying in a motel for a few months. It is a small token on our part and believes it is appreciated and helpful. It is a step in the right direction. As far as paying and advancing an employee’s education to a certain level, it is in everyone’s best interest. This provides better relations between employees and employer.

Place on Agenda

**Request to Call for Bids 2022 Police Package-SUV Pickup – 4 Wheel Drive/All-Wheel – 4 Door, Minimum Standard Equipment**

**CEO Everett** – The specs are for all-wheel 4-wheel drive pickups for multiple reasons. First is the endurability. The little SUVs are just being torn apart. The second purpose is that with the trucks, we can reuse them after they hit hundred-thousand-mile mark. We put them into the road department, cemetery, or Park department. We also picked up 4 new vehicles yesterday from the Missoula Sheriff’s department. Chief Sather arranged this. They are beautiful vehicles, all 4-wheel drive and under a hundred thousand miles and fully equipped. We got 4 vehicles for a total cost of under $20,000.00. That will help update some of our older stock with the condition being every new vehicle brought in, they have 7 days to dispose of one of the old vehicles.

- **Commissioner Vermeire** – Questioned that the CEO referenced truck’s the bid references SUV.
- **Commissioner Hart** – Off topic but asked for an update about the accident on park and main.
- **CEO Everett** – Last week we totaled a brand-new truck. It is not the officer’s fault. The officers had a green light, a lady ran the red light. The trucks are heavy duty and able to handle the impact. The cops are doing alright but may miss a couple of weeks. The woman had no issues.

Place on Agenda

**Service Agreement and Memorandum of Understanding Between Anaconda-Deer Lodge County and the Hearst Free Library Board of Trustees**

**CEO Everett** – Our insurance carrier is MMIA (Montana Municipal Insurance Agency). Basically, it is a coop of all the cities throughout the state of Montana. To get the library covered by the insurance they wanted an agreement that pertains to some specific language and understanding with the local library. The agreement ads no new regulations on the library or grants them any more authority.

Place on Agenda
County Commission  WS Meeting Minutes
July 12, 2022

Chronic Disease Prevention and Health Promotion Program Subcontractor Agreement
Anaconda-Deer Lodge County Health Department

CEO Everett – This is another one of the grants/contracts with the state of Montana. As far as the specifics of this and the next items, Leigh Ann Holmes will be here next week.

Place on Agenda

Task Order Number 23-07-7-11-114-0 to the Master Contract Effective July 1, 2019 to December 31, 2026 between the State of Montana, Department of Public Health and Human Services and Deer Lodge County (Disease Intervention Specialists and Congregate Living Coordinators)

Place on Agenda

Task Order Number 23-07-1-01-1111-0 to the Master Contract Effective July 1, 2029 to June 30, 2026 between the State of Montana, Department of Public Health and Human Services and Deer Lodge County (Deer Lodge County Public Health Crisis Workforce Supplemental Funding)

Place on Agenda

Montana Department of Commerce Main Street Program Contract #MT-MMS-PL-22-005

Sue Konicek – I write some of the grants and work at the Copper Village Museum and Art Center. The grant associated with the contract was applied for in the Copper Village Museum and Art Center’s effort to renovate and revitalize the 2nd floor of the Museum and Art Center, so that it can be used as a performing art space for the community. To embark on the project, we need to work with an architectural firm to create a PAR (performance and accountability report).

Place on Agenda

Anaconda-Deer Lodge County/Housing Authority of the City of Anaconda - CDBG Planning Grant Application for Housing Site Redevelopment Plan

Kaitlin Leary, Anaconda Housing Authority – We would like to partner with the County to use one of the 2 open CDBG planning grants to look at some redevelopment activities at Cedar Park. The housing authority has been running at about 10-15 percent vacancy on the larger unit rentals. We think it is a good time to look at how to address this and to save affordable housing options in Anaconda. Maybe even provide better work force housing options. We are proposing a planning grant to look at that information. We do not want to see current tenants being misplaced. There could be a relocation plan if needed. We are not sure if this is focusing on
major rehabilitation or total redevelopment. We will be looking at least a portion of the
property at Cedar Park.

- **CEO Everett** – I am a huge fan of looking at the alternatives to the current Cedar Park
  Housing. I do not know which direction this will go. Public Housing is a need, but we
  need housing for today’s lifestyles. We have a Jack Nicklaus Golf Course and the only
  housing on the course is public housing. Curious to see the plan and what comes out of
  this. Appreciate your help and effort.

Place on Agenda

**Deer Lodge County 4H Leaders Council Request for a Donation to Help Cover the Costs of our**
**Deer Lodge County 4-H members’ and Open Class fees in the amount of $4,000 for the**
**participation of the 2022 Fair and other 4-H sponsored Activities.**

**Paula Arneson** – The MSU Extension agent Kayleen Kidwell could not be here tonight. Provided
an update on the 4H projects. There are programs such as leathercraft, arts and crafts,
baking/cooking, animals/horses. This year we were able to send 4 Deer-Lodge County kids to
Rec. Lab in Hobson where they worked in team building, leadership, and stem activities. The
$4000.00 will help to pay for costs such as books, travel and maybe getting the shooting sports
program running.

- **CEO Everett** – Anaconda was a member of the Tri-County fair. There was an accident
  involving a death at the fair several years ago in the demolition derby, we were then
  involved in a lawsuit. We are a huge fan of the 4H. This was an avenue that was derived
  to still fund our kids for 4H and they would be able to participate. This is basically a
  grant for our 4H kids . . . what they do with it . . . is their choice. This transaction
  distances us from the Tri-County fair.

- **County Attorney Krakowka** – Glad the county is still able to support these 4H programs.
  It teaches these young adults some important life skills.

- **Commissioner Hart** – I also feel it is important for us to utilize this money to help the
  4H, so they could enter whatever fair or use the money as they deem necessary. At
  that time all the Commissioners expressed the same feeling, and I don’t believe that has
  changed. Very much in support of this.

Place on Agenda

**Request for Reappointment to the A-DLC Planning Board by Colleen Riley. (Letter Attached)**

Place on Agenda

**Request for Reappointment to the A-DLC Airport Board by Randy Johnson. (Letter Attached)** –
County Commission  WS Meeting Minutes
July 12, 2022

Special Event Permit – Smelter City Recreation Complex – Smelter City Scamper, August 8, 2022 (Pending Certificate of Insurance)

Place on Agenda

Miscellaneous -

Commissioner Kevin Hart: I was asked to bring up if the County will recognize Juneteenth as a holiday for county employees.
Commissioner Steve Gates: Absent
Commissioner Paul Smith: No Miscellaneous.
Commissioner Terry Vermeire: No Miscellaneous.
Commissioner Mike Huotte: Reported that he would be out of town next Tuesday.
CEO Everett – Reported on Gross Lodging Tax Revenue. The hotel is here because of the Economic Development Package that was put together. The county has done a great job of reinvesting. We receive the property tax; we create a lot of jobs which is nice. It has also brought people to town to visit. The Gross Lodging Revenue tax is 4% of the gross lodging revenue that goes into the fund. In 2018, $61,000 was generated, in 2019 $63,000, in 2020 $66,000. It has been very consistent. Now in 2021 $137,535, in 2022 it should probably be $200,000. It is another one of those derivatives that is happening. All this is possible due to the Economic Development fund. It is an important tool of the superfund negotiations. Get businesses interested and show them we are a viable community.
County Attorney Krakowka – No Miscellaneous.

PUBLIC COMMENT - No Comments given.

Meeting Dates

Commissioner Huotte - Read the meeting date and times.

CEO Everett – At the Mill Creek TIFID meeting today it was voted to pay off the debt of 1.3-million-dollar bond. That basically makes our county debt free. All the new infrastructure and out county is basically debt free. The wastewater treatment plant 5-million-dollar upgrade is paid off, (funded by superfund) is paid off, the streetlights, new road and water are paid. This is monumental for our county. A lot of people were involved in this concept.

Adjournment

Meeting Adjourned at 6:42 p.m.

Lori Sturm
Clerk of Commission

Mike Huotte
Commission Chair
ROAD USER'S AGREEMENT

DECLARATION CREATING ROAD USER'S AGREEMENT FOR THE ROADWAY WITHIN THE DERZAY SUBSEQUENT MINOR SUBDIVISION

This declaration is made by John Derzay (Declarant).

WHEREAS, Declarant is the present owner of the real property described below and wishes to impose requirements for the future maintenance of an internal subdivision private road.

WHEREAS the private road (road) is in the Derzay Subsequent Minor Subdivision, located in Section 25 Township 5 North, Range 11 West, Anaconda-Deer Lodge County, Montana, and is more particularly described as follows:

WHEREAS, the Lot Owners of Lot CS-1 and Lot CS-2 are the users of the private road described above. The real property which is subject to the provisions of this Declaration is more particularly described as follows:

A TRACT OF LAND LOCATED IN THE SOUTHEAST QUARTER (SE1/4) OF THE NORTHEAST QUARTER (NE1/4) OF SECTION 25, TOWNSHIP 5 NORTH, RANGE 11 WEST (T5N,R11W) PRINCIPAL MERIDIAN, DEER LODGE COUNTY, MONTANA, BEING 15 FEET WIDE MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED EASEMENT FROM WHICH THE SOUTHEAST CORNER OF CS-2 BEARS SOUTH 00°03'31" EAST, 74.19 FEET;

THENCE FROM SAID POINT-OF-BEGINNING NORTH 04°06'53" EAST, 253.17 FEET;

THENCE, NORTH 13°33'58" EAST, 105.99 FEET;
THENCE, NORTH 15°49'08" EAST, 108.26 FEET;
THENCE, NORTH 22°50'10" EAST, 107.65 FEET;
THENCE, NORTH 28°59'46" EAST, 53.96 FEET;
THENCE, NORTH 46°22'32" EAST, 150.55 FEET;  
THENCE, NORTH 27°40'13" EAST, 36.15 FEET;  
THENCE, NORTH 09°14'05" EAST, 49.80 FEET;  
THENCE, NORTH 07°35'00" EAST, 52.03 FEET;  
THENCE, NORTH 05°39'36" WEST, 40.14 FEET;  
THENCE, NORTH 53°56'15" WEST, 304.70 FEET;  
THENCE, NORTH 27°14'39" WEST, 152.68 FEET;  
THENCE, NORTH 11°48'13" WEST, 290.68 FEET;  
THENCE, NORTH 00°20'24" WEST, 162.46 FEET;  
THENCE, NORTH 16°27'41" WEST, 89.63 FEET;  
THENCE, NORTH 10°41'33" EAST, 92.53 FEET;  
THENCE, NORTH 20°01'47" EAST, 109.68 FEET;  
THENCE, NORTH 13°46'42" WEST, 172.59 FEET;  
THENCE, NORTH 18°41'46" WEST, 191.22 FEET;  
THENCE, NORTH 02°21'11" WEST, 135.53 FEET;  
THENCE, NORTH 20°09'44" EAST, 96.45 FEET;  
THENCE, NORTH 05°42'22" EAST, 144.34 FEET;  

THENCE, NORTH 06°46'28" WEST, 86.09 FEET; TO A POINT ON THE NORTH LINE OF TRACT CS-1  

Derzay Subsequent Minor Subdivision, located in Section ____, Township _____ North, Range _____ West, Anaconda-Deer Lodge County, Montana.  

NOW, THEREFORE, Declarant declares the following requirements to assure maintenance of the road. These requirements shall run with the land and shall be binding upon and enforceable by the owners of each lot as above-described, their heirs, successors, and assigns.  

1. The road shall be subject to a perpetual, nonexclusive easement for ingress and egress granting access to the Lot owners and their occupants, agents, employees, guests, invitees, services and emergency vehicles. It is intended that the road shall permit year-round access for vehicles and foot traffic.  

2. The road shall also be used by firefighting, emergency, logging, and other public vehicles and personnel for public services, emergencies, fires and similar events. It is intended that the road shall permit year-round access for vehicles and foot traffic.
3. The road shall be jointly maintained in good and passable condition under all traffic and weather conditions. The costs for maintenance and repair of the road including associated storm-water infrastructure and signage, shall be divided equally between each lot. Each lot owner shall pay an equal share, including but not limited to routine maintenance, including snow plowing, grading and clearing of culverts and drainage features.

4. Road maintenance and road improvements will be undertaken and made whenever necessary to maintain the road in good operating condition at all times and to insure the provision of safe access by emergency vehicles.

5. The road shall be subject to a perpetual, nonexclusive public utility easement for the purpose of permitting above ground and below ground public utilities to be installed and maintained.

6. Notwithstanding anything contained in this declaration, the owner of each Lot shall maintain, repair and snowplow the road so as to always comply with the requirements of all applicable laws, rules, regulations and ordinances and in such a manner as to assure that the road is safe for travel at all times.

7. No vehicle, machinery, trailers or other property may be placed, stored or parked upon or within the road, nor shall any impediment be placed, stored or maintained on or within the road, including gates. It is intended that the road shall remain free and clear to allow the owners of each Lot, and his or her invitees to have full, unimpeded access to their respective Lot and all driveways which may branch off of the road.

8. If any part of the road or properly placed structures within the road are damaged by the owner of a Lot, or by the owner’s family or invitees, then that owner shall be fully responsible for repairing the damage and paying for the same.

9. The road and restrictions, terms and conditions of this declaration shall permanently run with the land and shall both bind and benefit Grantor, all future owners of the Lots and their heirs, assigns and successors in and to the land.
10. The road and restrictions, terms and conditions of this agreement shall be in addition to any existing deed restrictions binding the Lots (if any) and shall in no way lessen, negate or alter any existing deed restrictions.

11. The road covered by this agreement is private and is not required to be maintained by Anaconda-Deer Lodge County or the State of Montana.

Dated this ____ day of ____________________, 202__.

By:

____________________________________

John Derzay,
Declarant
April 8, 2022

John Derzay
288 Homestead Dr
Anaconda MT 59711

RE: GALLE SUBDIVISION, LOT 1A, DEER LODGE COUNTY. SHPO Project #: 2022040801

Dear Mr. Derzay:

I have conducted a cultural resource file search for the above-cited project located in Section 25, T5N R11W. According to our records there have been a few previously recorded sites within the designated search locale. None of these sites are located within the proposed project area. The absence of more cultural properties in the area does not mean that they do not exist but rather may reflect the absence of any previous cultural resource inventory in the area, as our records indicated none.

It is SHPO's position that any structure over fifty years of age is considered historic and is potentially eligible for listing on the National Register of Historic Places. If any structures are within the Area of Potential Effect, and are over fifty years old, we would recommend that they be recorded, and a determination of their eligibility be made prior to any disturbance taking place.

As long as there will be no disturbance or alteration to structures over fifty years of age, we feel that there is a low likelihood cultural properties will be impacted. We, therefore, feel that a recommendation for a cultural resource inventory is unwarranted at this time. However, should structures need to be altered or if cultural materials are inadvertently discovered during this project, we would ask that our office be contacted, and the site investigated.

If you have any further questions or comments, you may contact me at (406) 444-7757 or by e-mail at dmurdo@mt.gov. I have attached an invoice for the file search. Thank you for consulting with us.

Sincerely,

Damon Murdo
Cultural Records Manager
State Historic Preservation Office

File: LOCAL/SUBDIVISIONS/2022
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PLANNING BOARD

Report Date: March 16, 2022
Meeting Date: March 21, 2022
Request: Subdivision preapplication meeting
Petitioner(s): John Derzay
Technical Assistance: Common Sense Surveying & Engineering – Will Danforth
Staff: Carl Hamming & Gayla Hess
Current Development District: Lost Creek Development District
Subdivision Location: GALLE II MINOR, S25, T05 N, R11 W, LOT 1A, ACRES 33.35, 200B, 252B AMENDED PLAT
Assessor Code: 0000488690
Geocode: 30-1377-25-1-02-05-0000
Submitted Materials: Subdivision application, attachments, and preliminary plat
https://adlc.us/DocumentCenter/Index/243
https://www.adlc.us/DocumentCenter/Index/191
and available in the Planning Department

Background
Applicant has submitted a subdivision application to further subdivide Lot 1A of the Galle II Minor Subdivision. The pre-application meeting took place at the June 14, 2021 Planning Board meeting.

Project Description
The proposed 2-lot subdivision will divide the existing parcel into two residential lots surrounding existing residences. The homes are addressed as 54 Homestead Dr and 288 Homestead Dr. The proposed 2-lot subdivision will result in a single residence per lot. The project area is in the Lost Creek Development District (LCDD) and adheres to the minimum lot size of the area.
Existing residences share access from Lost Creek Road with Homestead Drive.

**Existing Area and Adjacent Land Uses**
The Galle II Subdivision is north of Lost Creek Road and is approximately 1-mile west of Galen Road. Areas near the creek are within the floodplain. Surrounding area is comprised of residential use with Forest Service and ARCO land to the north.

**Services and Utilities**
Area is within the Lost Creek Antelope Gulch Rural Fire District. Previous Lost Creek/Antelope Gulch Fire Chief issued a letter and determined the best route for the department to respond in the event of an emergency. Homes and access (including bridges) are existing with no proposed additional development.

Each residence, 54 and 288 Homestead Dr, has its own well and septic systems. The area is also serviced by NorthWestern Energy and Anaconda Disposal.
REVIEW
Compliance with ADLC Zoning Regulations
Proposed subdivision adheres to the Lost Creek Development District standards, including minimum lot sizes and one residence per lot of record.

Growth Policy
The county’s plan identifies the residence of this area valuing newer homes, well-kept properties and the neighborhood’s quiet nature as a forested and scenic area. The intended subdivision is planned around existing homes and is not proposing to increase density or change the landscape or the neighborhood.

PUBLIC HEALTH AND SAFETY
Easements and Access
The existing access from Lost Creek Road will be used for both lots which separates into separate bridges and driveways for access to each residence. For fire safety and emergency response, Tract CS-A (addressed as 288 Homestead) will have the benefit of bridge and driveway access through Tract CS-B which will be shown on the final plat per the developer.
Local Services
Applicant has met with local fire district representatives. Per the letter (dated 02/02/22), it has been agreed upon for the easement described above to be made to the benefit of 288 Homestead Dr for emergency vehicle access across the creek. As this area is not considered an area of high fire hazard, the sole access and bridge are acceptable as the negotiated route will accommodate emergency equipment. Bridges and roads will require to be remain clear. Lost Creek Stock Ranch covenants does require annual noxious weed control and applicant has submitted a letter to reiterated the continued weed management effort.

Floodplain
Floodplain areas, Zone A, exist near the creek. Portion of 3000170045B shown with subdivision area indicated.
Superfund
Any superfund concerns during future lot development will be handled through the Administrative Development Permit (ADP) process and as CSOU yard components.

EFFECTS ON WILDLIFE & WILDLIFE HABIT
Subdivision is adjacent to the Beaverhead-Deerlodge National Forest. Residences Established residences are nearer to Lost Creek Road and in line with other residential development within the area. No additional development is proposed with the land division and per Lost Creek Development regulations further development would necessitate additional permitting therefore this subdivision as proposed has minimal impact on wildlife and wildlife habitat. Montana FWP had no comment on this proposed subdivision.

EFFECTS ON AGRICULTURE AND AGRICULTURAL WATER USER FACILITIES
Agricultural water rights associated with the new parcels will be transferred with the land per the applicant.

COMMENTS FROM INTERESTED PARTIES AND NEIGHBORING PROPERTIES
No comments have been received as of March 16th, 2022; any comments received in advance of the Planning Board meeting will be uploaded to the latest project folder.

FINDINGS
The proposed subdivision is in compliance with the DPS and is aligned with the Lost Creek Planning area guidance of the 2019 Growth Policy.

RECOMMENDATIONS AND PROPOSED CONDITIONS
Planning Department staff recommend conditional approval of the subsequent minor subdivision to the Galle II Minor Subdivision submitted by John Derzay. Proposed conditions include:
1. Petitioner abides by all representations, testimony, and materials submitted during the application and hearing process, to the extent those items were not negated by the Planning Board.
2. Filed easement detailing access and maintenance of the emergency ingress/egress route
3. Letter indicating locations of agricultural or historic resources required per Sec. 16-64 (2) ee.

Attachments:
1. Preliminary Plat
2. Subdivision application
ANAconda-DEER LODGE COUNTY
Subdivision Application

Prior to scheduling an application meeting with the Planning Board, the subdivider shall request a meeting with the Planning Director. The following items must be completed prior to the meeting with the Planning Director in order for it to be reviewed by himself and the department. The applicant will not be placed on the Planning Board agenda until the meeting with the Planning Director/Planner I has taken place and the following information has been completed and adequately satisfied.

First Minor: ________ Subsequent Minor: ________ Major: ________

1. Name or Subdivision: Derzay Subsequent Minor

2. Date of Application Meeting: 05/18/21

3. Name of Applicant: John Derzay Phone: 406-560-0068
   Address, City, State, Zip: 54 Homestead Dr.
   Name of Property Owner: John Derzay
   Phone: 406-560-0068
   Address, City, State, Zip:
   Name of Surveyor/Engineer: Will Danforth
   Phone: 406-490-9456
   Address, City, State, Zip: 1707 Continental Dr. Butte

4. Project Size (acreage): 33.35 Acres Density (units/acre): 2 units / 33.35 acres

5. Total Number of Lots: 2

6. Type of Development: Single Family ______ Multifamily ____ Commercial/Industrial ____ Condo ____
   Other ____

7. Current Land Use: Residential Development District: Lost Creek

8. Fire District: Lost Creek Antelope Fire District

ADLC • Subdivision Application • Revised January 2020 • Page 1
A plat of the proposed subdivision exclusive of topographic lines at a scale of 1 inch to 400 feet or larger that is adequate to show the property and must include the following:

- Location (physical and current legal description): LOT 1A - S25, T05N, R11W
- Legal Description: LOT 1A OF THE GALLE II AMENDED PLAT
- Geocode: 30-1377-25-1-02-05-0000
- Assessor's Code: 0000488690

Approximate tract and lot boundaries of existing tracts of record: (locate on plat) YES

PRELIMINARY PLAT IS INCLUDED

- Description of general terrain: SOUTH END FLAT - NORTH END IS ON A HILL
- Natural features on the land, including water bodies, floodplains, geologic hazards, and soil types: LOST CREEK RUNS FROM WEST TO EAST THRU THE PROPERTY

Existing structures and improvements: (locate on plat) 2 EXISTING HOMES

Existing utility lines and facilities serving the area to be subdivided: (locate on plat in addition to describing):

ALL UTILITIES ARE EXISTING TO BOTH HOMES

Existing easements and rights of way (indicate private/public, maintained/unmaintained), (locate this on the plat): ROADS ARE PUBLIC TO THE PROPERTY AND PRIVATE THRU BOTH LOTS

Existing zoning or development regulation standards:
Existing conservation easements (attach documents): NONE

Existing covenants or deed restrictions (attach documents): NONE

Documentation on current status of the site, including ownership information, such as a deed, option to buy or buy-sell agreement, including permission to subdivide: ___________________________________________

AN ABSTRACT TITLE IS ATTACHED TO THIS REPORT

Water rights, including location of agricultural water facilities: _________________________________

THERE ARE WATER RIGHTS - JOHN AND NEW OWERS WILL SPLIT

Any special improvement districts and rights of first refusal for the property: NONE

Information on the proposed subdivision, including:

☐ Tract and proposed lot boundaries: SHOWN IN SURVEY

☐ Proposed public and private improvements: NONE

☐ Location and utility lines and facilities: EVERYTHING EXISTING

☐ Easements and rights-of-way: EXISTING

☐ Parks, open space, and proposed conservation easements: NONE

☐ Well isolation zones: BOTH WELLS ARE EXISTING AND APPROVED

☐ Vicinity map inclusive of topographic information, legal description, and physical location.
The Planning Director/Planner I shall identify and address the following at a meeting with the applicant or a representative present at the time:

State laws that apply: ____________________________________________

Local regulations and growth policy provisions: ______________________________

Floodplain regulations: ____________________________________________

Fire codes: _______________________________________________________

Did the applicant receive a copy of the Anaconda-Deer Lodge Subdivision Regulations:  ____ Yes  ____ No

Did the applicant receive a copy of the prepared application packet?  ____ Yes  ____ No

Has the Planning Director/Planner I provided the subdivider with a list of public utilities, local, state, and federal agencies, and any other entities that have an interest in the proposed subdivision that must be contacted for comment by the subdivider on the subdivision application?  ____ Yes  ____ No

Has the Planning Director/Planner I identified the timeframes that the public utilities, agencies, and other entities are given to respond?  ____ Yes  ____ No

The Planning Director/Planner I shall identify particular additional information that he/she anticipates will be required for review of the subdivision application. This does not limit the ability of the Planning Director/Planner I to request additional information at a later time. ________________________________________________________________

______________________________________________________________

Other notes: ___________________________________________________
**Once this application has been completed and the meeting has taken place with the Planning Director/Planner I, the Planning Director/Planner I shall place the proposed development on the next available Planning Board Meeting agenda meeting.

Any person, firm, corporation, or any other entity who violates any of the provisions of the Montana Subdivision Platting Act or this chapter is guilty of a misdemeanor punishable by a fine of not less than $100.00, nor more than $500.00, by imprisonment in jail for not more than three months, or by both fine and imprisonment. Each sale, lease, transfer, or offer of sale, lease, or transfer of each separate parcel of land I violation of any provision of the Montana Subdivision Platting Act or this chapter shall be deemed a separate and distinct offense. (Ordinance. No. 201, § X1-C-2, 8-22-2006)

Application Complete: __Yes____ No

Date: _________________________________

[Signature]

Signature of Subdivider Date

[Signature]

Signature of ADLC Planning Official Date
PLANNING BOARD

Report Date: June 15, 2022
Meeting Date: June 20, 2022
Request: Development District Map Amendment
Petitioner(s): Anaconda-Deer Lodge County (ADLC)
Staff: Carl Hamming & Gayla Hess
Current Development District: Public/Semi-Public
Address: Various
Parcel Location: S01, T04 N, R11 W, C.O.S. 474-B, PARCEL B, ACRES 204.35
Assessor Code: 0000525020
Geocode: 30-1285-01-1-03-01-0000
Submitted Materials: Project file and submitted comments are available https://www.adlc.us/DocumentCenter/Index/261 or documents can be viewed in the Planning office

1. Size and Location:

Phase I of the ADLC proposed Phase I Arbiter subdivision encompasses 41.14 acres to create 8 lots. The subject property is located on either side of Landfill Road, north of Montana, Highway 1. The eastern area (Lots 5-8) of the proposed Phase I are currently in the Public/Semi-Public Development District. The county wishes to amend the development district map for this area (excluding the Superfund building - Lot 6) to be Light Industrial Development District (LIDD) to align with the western area of the subdivision, surrounding land use, and land use as outlined with lessees of the proposed Phase I lots.
2. **Nature of Request:**

Map amendment request is to support the county's major subdivision. Preliminary plat was reviewed by the Planning Board in December of 2021 with preliminary plat approval granted by the ADLC Commission in January of 2022. Amending this area from Public/Semi-Public to the Light Industrial Development District will align the development district map with current land use, the surrounding area, and change of ownership.

3. **Existing and Proposed Land Use and Zoning:**

The land is a mix of businesses and vacant lots. Many lots are being leased to businesses by the county.

Table 1 display Development Permit System (DPS) standards for the existing and proposed development districts.
Table 1: DPS *Article XVII* and *Article XII*, P/SPD and LIDD regulations

<table>
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<th>Purpose and Intent</th>
<th>P/SPD</th>
<th>LIDD</th>
</tr>
</thead>
<tbody>
<tr>
<td>The purpose of the Public/Semi Public Development District (P/SPD) is to recognize and designate land for governmental and other public and semi-public facilities and services.</td>
<td>The Light Industrial Development District (LIDD) supports the major Plan objective of revitalizing the County’s base economy and redeveloping areas that are impacted by contaminants from past industrial uses. This Development District will facilitate a wide range of industrial, service, Commercial, and distribution uses in areas of the Anaconda community suitable for such activities.</td>
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</tbody>
</table>

| Permitted Uses | 1. Public schools. 2. Federal, state, and local government Buildings and offices. 3. Utilities and public facilities such as water and wastewater treatment plants. 4. Shop and maintenance yards, county and state highway maintenance work stations, and material storage facilities. 5. Public libraries and auditoriums. 6. Hospitals and publicly operated clinics. 7. Public recreational facilities such as parks and golf courses. | 1. Light manufacturing, assembly, milling and fabrication, including fabrics, sheet metal, and wood fabrication. 2. Food preparation and processing, including game processing, but not including slaughtering and packing. 3. Distribution, warehousing, and wholesale. 4. Freight terminals, including trucking and rail loading facilities. 5. Auto and truck repair and service, including paint and body, but not including dismantling and salvage. 6. Farm and ranch service and sales, feed, tack, veterinary services, and care. 7. Building supply/lumber yard. 8. Contractors’ offices and yards, including general contracting, plumbing, heating, mechanical, and electrical. |
9. Commercial services such as janitorial service, _Building_ maintenance, and business and _Retail_ supplies and fixtures.
10. Broadcast facilities including towers.
11. _Telecommunications Towers_ and appurtenances.
12. Mini-storage facilities.

<table>
<thead>
<tr>
<th>Special Uses</th>
<th>N/A</th>
<th>1. RV parks and campgrounds.</th>
</tr>
</thead>
</table>

**Development Standards**

<table>
<thead>
<tr>
<th>P/SPD</th>
<th>LIDD</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Setbacks (feet)</strong></td>
<td></td>
</tr>
<tr>
<td><em>Front Lot Line</em></td>
<td></td>
</tr>
<tr>
<td>The <em>Development</em> standards in each separate P/SPD shall be established by the governmental or semi-public entity developing the site. The <em>County</em> invites and encourages cooperation with all government agencies and semi-public entities and organizations to develop public sites and facilities in a manner that respects the <em>Character</em>, qualities, and <em>Scale</em> of the host neighborhood. Facility master plans that are developed through community involvement are encouraged. Adherence to the <em>Landscaping</em>, parking, fencing, architectural, and other site <em>Development</em> standards is also encouraged.</td>
<td>25</td>
</tr>
<tr>
<td><strong>Side Lot Line</strong></td>
<td></td>
</tr>
<tr>
<td>10</td>
<td></td>
</tr>
<tr>
<td><strong>Rear Lot Line</strong></td>
<td></td>
</tr>
<tr>
<td>25</td>
<td></td>
</tr>
<tr>
<td><strong>Structural Height</strong></td>
<td></td>
</tr>
<tr>
<td>35</td>
<td></td>
</tr>
<tr>
<td><strong>Floor Area Ratio</strong></td>
<td>.35 for first level; .50 for two levels or more.</td>
</tr>
<tr>
<td>----------------------</td>
<td>-----------------------------------------------</td>
</tr>
<tr>
<td><strong>Landscape Ratio</strong></td>
<td>.10</td>
</tr>
<tr>
<td><strong>Min. lot size</strong></td>
<td>40,000 square feet</td>
</tr>
<tr>
<td><strong>Max. lot coverage</strong></td>
<td>45%</td>
</tr>
</tbody>
</table>
4. **Surrounding Land Uses:**

To the north and west of the area the most immediate development district and uses are Light Industrial; green Arbiter area is also classified as the Adult Use Overlay. The slag pile is south of the proposed development district map amendment area and MT Highway 1. The wastewater treatment plan, Class III landfill, and county superfund building will remain public/semi-public development district.

![Figure 2: Surrounding development districts](image)

5. **Evaluation of the Request:**

Chapter 24-40 (5) guides the evaluation of a request for a map amendment:

*The Board shall conduct a hearing on the proposed amendment. At the hearing, the Board shall determine whether the proposed amendment is consistent with the Plan, the purpose and intent of these DPS Regulations, and the requirements of Superfund, and recommend that the Commission approve or disapprove it accordingly. Action on a proposed amendment to these DPS Regulations may be tabled for further review, but for no more than 35 days.*
Additionally, the Board and the Commission shall give due consideration to the criteria and guidelines of **MCA 76-2-304** per Sec. 24-41.

a. **Growth Policy (The Plan):**

The Arbiter plant area is identified as one of several which offers “potential for future industrial growth” and is identified as land which “should and will play a major role in the community’s attainment of its economic development goal” on page 4-16.

b. **DPS Regulations**

Targeted areas have businesses which are in line with the LIDD. Changing the map for this area would align it with surrounding use and support further development of the area.

c. **Superfund**

The Arbiter plant refined copper using an ammonia leach leaving arsenic, cadmium, lead and zinc as contaminants of concern. Per the East Deer Lodge Reuse Plan (2008) this area was remediated in 1992. Remediation has been completed within the subject area to industrial, commercial or open space standards; uses allowable per covenants. With the extension of the municipal services and use of Institutional Controls Work Plans as part of permitting, no other potential hazards are known.

6. **Comments from Nearby Property Owners and Interested Parties**

As of June 15, 2022, the following comments have been received by the Planning Department:

Joe Walsh of the Montana Department of Transportation noted that MT Highway 1 is a limited access highway.

Any additional comments received will be uploaded to the project folder (link on page 1).
7. Findings

Map amendment would further support the proposed county-led subdivision. The subdivision and development district map changes are in compliance with the Growth Policy, and East Deer Lodge Reuse Guideline. Additionally, this project accomplishes development outlined in the Capital Improvements Plan (2015). Industrial/commercial use of this area conforms with area use and provides economic development opportunity in a suitable location.

Summary, Recommendation, and Proposed Conditions

Anaconda-Deer Lodge County proposes to change the development district designation of the Arbiter Phase I lots (5, 7, 8, and 9) to accommodate a major subdivision adhering to the LIDD development standards. **Planning Department recommends that the Planning Board send a recommendation of approval to the Commission to amend the development district map for a portion of parcel B of C.O.S. 474-B.**

Permit approval may include the following condition(s):

1. The petitioner abides by all representations, testimony, and materials submitted during the application and hearing processes, to the extent those items were not negated by the Planning Board, as well as they are not inconsistent with the spirit or letter of explicit conditions to the Development District Map Amendment.
2. Map amendment would take effect immediately upon approval from the County Commission.

Attachment:

Arbiter Phase I lot layout
PLANNING BOARD

Report Date: June 15, 2022
Meeting Date: June 20, 2022
Request: Development District Map Amendment
Petitioner(s): Anaconda-Deer Lodge County (ADLC)
Staff: Carl Hamming & Gayla Hess
Current Development District: Railroad Transitional
Address: Various
Parcel Location: S01, T04 N, R11 W, C.O.S. 456A, ACRES 91.08, TRACT 1-E EAST YARD FRONTAGE LESS COS 476D
Assessor Code: 0000525040
Geocode: 30-1285-01-3-04-01-0000
Submitted Materials: Project file and submitted comments are available https://www.adlc.us/DocumentCenter/Index/263 or documents can be viewed in the Planning office

1. Size and Location:

Anaconda-Deer Lodge County Commission has approved the preliminary plat for a 91-acre subdivision which will create 18 lots and a 1-acre parkland. The subject property is located south of Montana Highway 1 between Polk St. and the Main Granulated Slag Pile. This area is currently designated as Railroad Transitional Development District and the county wishes to amend the development district map for this area to Highway Commercial Development District (HCDD).
Figure 1: Aerial from emergency services map; subject property outlined in blue

2. Nature of Request:

Map amendment request is to support the county’s major subdivision. Preliminary plat was reviewed by the Planning Board in March of 2021 with final plat approval granted by the ADLC Commission in May of 2022. Amending this area from Railroad Transitional to Highway Commercial Development District will align the development district map with nearby properties including The Forge Hotel and an under construction Murdochs store.

3. Existing and Proposed Land Use and Zoning:

The land is primarily vacant with a large commercial development fronting MT-1 in the northeast subdivision area. Future development in the area is envisioned to align with the East Deer Lodge Reuse Guideline of an entrance to Anaconda which showcases the community’s transition from a smelting-based economy to its future.

Table 1 displays Development Permit System (DPS) standards for the existing and proposed development districts.
<table>
<thead>
<tr>
<th><strong>Purpose and Intent</strong></th>
<th><strong>RRTD</strong></th>
<th><strong>HCDD</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>The Railroad Transition Development District (RRTD) implements the Plan by allowing for the transition of lands that were historically associated with the railroad. As the community has changed over time, many properties which were formally used for railroad operation, maintenance, and right-of-way have become suitable and desirable for other uses. When these other uses become viable and their redevelopment would constitute a community benefit, a re-designation of the property to the appropriate Development District should be applied for.</td>
<td>The Highway Commercial Development District (HCDD) implements the Plan by providing for the development of a wide variety of Retail and Commercial uses in suitable locations along arterial and collector roadways. Planning considerations for the HCDD include avoiding traffic congestion and improving the visual quality of the Anaconda community.</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>Permitted Uses</strong></th>
<th><strong>RRTD</strong></th>
<th><strong>HCDD</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>1. <em>Expansion</em> of existing office and commercial service uses.</td>
<td>1. <em>Retail</em> establishments and stores of all kinds including general and specialty merchandise, home furnishings, supermarkets, home improvement/Building supply, tire and auto stores, and auto sales and service.</td>
<td></td>
</tr>
<tr>
<td>2. <em>Expansion</em> of existing railroad related uses.</td>
<td>2. <em>Dining and Drinking Establishments</em>, with or without <em>Drive-through Facilities</em>, and <em>Casinos</em></td>
<td></td>
</tr>
<tr>
<td>3. <em>Accessory Uses</em> that are clearly incidental to primary Permitted Uses.</td>
<td>3. <em>Hotels</em>, <em>Motels</em>, rental cabins, <em>Bed and Breakfast Establishments</em>, and <em>Tourist Homes</em></td>
<td></td>
</tr>
<tr>
<td></td>
<td>4. <em>Financial Institutions</em>, with or without <em>Drive-through Facilities</em></td>
<td></td>
</tr>
<tr>
<td></td>
<td>5. Professional, agency, and business offices.</td>
<td></td>
</tr>
</tbody>
</table>

ADLC- East Yards
Map Amendment

3/8
| Special Uses | 6. Theaters and other indoor places of entertainment.  
7. Religious Institutions  
8. Public and private schools.  
9. Cultural facilities such as museums, libraries, and facilities for the performing and visual arts.  
10. Governmental facilities and functions such as police and fire substations, customer service centers, parks, recreation centers, athletic facilities, etc. |
|--------------|--------------------------------------------------------------------------------------------------|
| 1. New office and Commercial service uses.  
2. New Retail and other consumer Commercial uses.  
3. New railroad related uses and facilities, including museums and other uses and displays of an historic and/or cultural nature relating to the railroad.  
4. Institutional uses.  
5. Religious Institutions  
6. Residential Uses of all types and densities.  
7. Telecommunication Towers and appurtenances. | 1. Two-family Dwelling Units and Multi-family Dwelling Units.  
2. Warehousing/distribution facilities.  
3. Construction contracting businesses, including yards for storage vehicles and equipment.  
4. RV parks and campgrounds.  
5. Broadcast towers and facilities.  
6. Telecommunications Towers and appurtenances.  
7. Open storage of vehicles and equipment (not including seasonal displays of merchandise).  
8. Any Structure or complex of Structures exceeding 30,000 square feet. |
<table>
<thead>
<tr>
<th>Development Standards</th>
<th>RRTD</th>
<th>HCDD</th>
</tr>
</thead>
<tbody>
<tr>
<td>Setbacks (feet)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Front Lot Line</td>
<td>25</td>
<td>25</td>
</tr>
<tr>
<td>Side Lot Line</td>
<td>10; zero when necessary to accommodate railroad loading facilities.</td>
<td>10</td>
</tr>
<tr>
<td>Rear Lot Line</td>
<td>20; zero (0) when necessary to accommodate railroad loading facilities</td>
<td>25</td>
</tr>
<tr>
<td>Structural Height</td>
<td>35 feet maximum</td>
<td>35 feet</td>
</tr>
<tr>
<td>Floor Area Ratio</td>
<td>.50 maximum</td>
<td>.30 for the first structural level; .45 for Structures with more than one level</td>
</tr>
<tr>
<td>Landscape Ratio</td>
<td>.15 minimum</td>
<td>.15 minimum</td>
</tr>
<tr>
<td>Min. lot size</td>
<td>N/A</td>
<td>N/A</td>
</tr>
</tbody>
</table>

ADLC- East Yards
Map Amendment 5/8
4. **Surrounding Land Uses:**
To the north and west of the area the most immediate development district and uses are Highway Commercial. To the south across Smelter Rd are businesses in the Light Industrial District. The AWARE School for Excellence and the Stack State Park are public/semi-public areas near the East Yards Major subdivision. To the east the Main Granulated Slag Pile is designated as the Covenant Controlled Development District.

![Surrounding development districts with subject area in blue](image)

**Figure 2:** Surrounding development districts with subject area in blue

5. **Evaluation of the Request:**
Chapter 24-40 (5) guides the evaluation of a request for a map amendment:
The Board shall conduct a hearing on the proposed amendment. At the hearing, the Board shall determine whether the proposed amendment is consistent with the Plan, the purpose and intent of these DPS Regulations, and the requirements of Superfund, and recommend that the Commission approve or disapprove it accordingly. Action on a proposed amendment to these DPS Regulations may be tabled for further review, but for no more than 35 days.
Additionally, the Board and the Commission shall give due consideration to the criteria and guidelines of MCA 76-2-304 per Sec. 24-41.

a. **Growth Policy (The Plan):**

The ADLC Growth Policy refers to the East Deer Lodge Reuse Guideline; except:

> Because of adjacent residential, recreational and civic uses, any development at East Yards should limit off-property impacts from odors, sound, vibration, air discharges and traffic. Other considerations when identifying uses for the East Yards include its location at the entrance to Anaconda. The property is the transition from former smelting activities to the town. Development at the site should showcase the community’s transition from a smelting-based economy to its future.

Commercial use of the area would align with the entrance to Anaconda vision and would be suitable based on the accomplished remediation within the area.

b. **DPS Regulations**

The subdivision and improvements to the area have allowed for use of the East Yards area and the RRTD designation was not intended to be the long-term designation. Amending the map for this area would align it with surrounding use and support further desired development for community benefit.

c. **Superfund**

Remediation has been completed within the subject area with cover soil of 18-inches for the entire area. Land is suitable for commercial uses as allowed by covenants. Development will proceed with Institutional Controls Work Plans as part of permitting.

6. **Comments from Nearby Property Owners and Interested Parties**

As of June 15, 2022, the following comments have been received by the Planning Department:

Joe Walsh of the Montana Department of Transportation noted that MT Highway 1 is a limited access highway.
7. **Findings**

Map amendment would further support the county-led subdivision. The subdivision and development district map changes are in compliance with the Growth Policy, and East Deer Lodge Reuse Guideline. Commercial use of this area conforms with area use and will expand business opportunities within the urban area.

**Summary, Recommendation, and Proposed Conditions**

Anaconda-Deer Lodge County proposes to change the development district designation of the East Yards to accommodate a major subdivision adhering to the HCDD development standards. **Planning Department recommends that the Planning Board send a recommendation of approval to the Commission to amend the development district map for a portion of C.O.S. 456A, ACRES 91.08, more recently shown on the East Yards Major Subdivision preliminary plat.**

Permit approval may include the following condition(s):

1. The petitioner abides by all representations, testimony, and materials submitted during the application and hearing processes, to the extent those items were not negated by the Planning Board, as well as they are not inconsistent with the spirit or letter of explicit conditions to the Development District Map Amendment.

2. Map amendment would take effect immediately upon approval from the County Commission.
PLANNING BOARD

Report Date: June 8, 2022
Meeting Date: June 20, 2022
Request: Construct 1,500-acre solar array farm
Petitioner(s): BrightNight (authorized agent of Atlantic Richfield Co.)
Technical Assistance: BrightNight
Staff: Carl Hamming & Gayla Hess
Current Development District: East Valley Development District
Subdivision Location: Sections 03, 04 T04N R10W and Sections 25, 26, 34, 35, 36 T05N, R10W
Assessor Code: 0000S25400 (refer to Figure 1 for the rest)
Geocode: 30-1378-35-1-01-01-0000 (refer to Figure 1 for the rest)
Submitted Materials: MDP application and draft preliminary plat https://www.adlc.us/DocumentCenter/Index/260 and documents available in the Planning office

Project Description
The requested Major Development Permit (MDP) would permit BrightNight to install solar arrays on 1,500-acres of Atlantic Richfield Company property within the Opportunity Ponds region.
Existing Area and Adjacent Land Uses

The property is a remediated Superfund Waste Management Area that serves as a repository for contaminated soils from smelting waste. The subject lands are owned and controlled by Atlantic Richfield Co. (ARCO) with a substantial amount of Arco land surrounding the area. The area has been capped with clean soil to establish a vegetated cover. The subject land cannot be used for residential development.
Services and Utilities
Services and utility requirements will be minimal with the exception of a proposed Gen-Tie transmission line (new line from the generation source) to the existing transmission line at the Mill Creek Substation (see Figure 1).

Neither water nor sewer/septic will be required for the proposed project.

BrightNight Solar Project
Major Development Permit
Northwestern Energy is reportedly still working out a PPA with BrightNight to utilize the electric power generated by the solar arrays.

Figure 4: view from N. Hauser near one of the most northern residential properties in Opportunity. The Anaconda Country Club is seen on the left side of the streetview (Aug, 2021)

Parkland
There are no parkland requirements for the proposed project.

REVIEW

Compliance with ADLC Zoning Regulations
The East Valley Development District is focused on preserving peace and quiet within a rural setting. As proposed, residential neighbors are extremely limited and would only exist beyond a sizeable buffer. The subject land is not currently utilized for agricultural purposes and therefore would not cause interference with existing operations.

Growth Policy
Throughout the ADLC Growth Policy, there are numerous references about moving past the stigma attached to the Superfund label by developing/redeveloping remediated properties and finding uses for existing Waste Management Areas. Renewable energy is a viable use according to the land use covenants encumbering the properties.

PUBLIC HEALTH AND SAFETY
Easements and Access
A number of existing haul roads access the properties from numerous approaches off of Montana Highway 1 and Highway 48. It is anticipated that the solar arrays would be installed and situated in a manner for easy vehicular access for regular maintenance and emergencies.
Local Services
Area is within the Opportunity Fire District. As the area would having fencing around the perimeter, access would be limited on the private property. Overall, the draw on local services is expected to be minimal.

Floodplain
Area is outside the Special Flood Hazard Area as designated by FEMA.

Superfund
The proposed project will be closely reviewed and monitored by ADLC, Atlantic Richfield, DEQ and EPA. As part of the institutional controls program, stormwater, soils disturbance and soils handling will all need to comply with the Superfund program.

EFFECTS ON WILDLIFE & WILDLIFE HABITAT
This proposed project is situated in a region frequented by elk. In recent years, the elk population has grown too large on the Arco property and there are concerns about their health. The proposed project would occupy some of the elk lands, but there should still be sufficient
acreage remaining for elk habitat. Montana FWP did not submit a comment concerning the proposed project.

EFFECTS ON AGRICULTURAL AND AGRICULTURAL WATER USER FACILITIES
The subject lands are not utilized for agricultural purposes and should not have adverse effects on existing operations within the valley.

COMMENTS FROM INTERESTED PARTIES AND NEIGHBORING PROPERTIES
No comments received as of June 15, 2022; any comments received in advance of the meeting will be uploaded to the project folder (link on page 1).

FINDINGS
The proposed MDP aligns with the Growth Policy and the Development Permit System.

RECOMMENDATIONS AND PROPOSED CONDITIONS
Planning Department staff recommend conditional approval of the Major Development Permit submitted by BrightNight. Proposed conditions include:

1. The petitioner abides by all representations, testimony, and materials submitted during the application and hearing processes, to the extent those items were not negated by the Planning Board.
2. A more detailed fencing plan submitted to the Planning Department prior to installation.
3. A vegetation maintenance plan be submitted to the ADLC Planning Department as well as the ADLC weed coordinator for review and comment.
4. Pay all remaining ADLC fees.
IN THE MATTER OF:  
Anaconda Smelter Superfund Site,  

UNDER THE AUTHORITY OF THE  
COMPREHENSIVE ENVIRONMENTAL  
RESPONSE, COMPENSATION, AND  
LIABILITY ACT OF 1980, 42 U.S.C.  
§ 9601, et seq., as amended.  

EPA Docket No.: CERCLA 94-12  

AMENDMENT OF AGREEMENT  
AND COVENANT NOT TO SUE
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I. INTRODUCTION

1. On April 29, 1994, the United States Environmental Protection Agency ("EPA"); the State of Montana ("State"); Anaconda-Deer Lodge County ("ADLC"), a consolidated governmental entity organized under the Constitution and laws of Montana; and the Old Works Golf Course, Inc. (the "Authority"), a nonprofit corporation organized under the Constitution and laws of Montana; entered into an Agreement and Covenant Not to Sue, EPA Docket No. CERCLA 94-12 ("Agreement") at certain Properties, as defined in Section III, below, of the Anaconda Smelter Superfund Site ("Site").


3. This Amendment of the Agreement ("Amendment") is entered into voluntarily by and between the United States on behalf of EPA, the State by and through the Montana Department of Environmental Quality ("MDEQ"), ADLC, and the Authority.

4. This Amendment is entered into pursuant to the authority of the Attorney General to compromise and settle claims of the United States, consistent with CERCLA, 42 U.S.C. §§ 9601-9675. EPA is proceeding under the CERCLA authority vested in the President of the United States and delegated to the Administrator of EPA and further delegated to the undersigned Regional official. MDEQ on behalf of the State enters this Amendment under CECRA, Mont. Code Ann. 75-10-701, et seq.
5. As further detailed below, since 1994, additional Records of Decision ("RODs") and ROD amendments have modified remedial requirements, including institutional controls, and operations and maintenance with respect to the Site.

6. On or about December 13, 2019, ADLC, the Authority and AR entered into the Old Works Golf Course Agreement ("Golf Course Agreement"). In addition, on or about June 12, 2020, ADLC and AR entered into the Remedy Coordination, Funding, and Settlement Agreement ("Funding Agreement").

7. On June 12, 2020, EPA approved the Institutional Controls Implementation and Assurance Plan ("ICIAP"), incorporated herein.

8. Further, many of the properties for which ADLC and the Authority sought CERCLA and CECRA liability protections have since been reconfigured.

9. Given these changes in the circumstances relevant to the Agreement, the United States, the State, ADLC, and the Authority (collectively, the "Parties") agree that certain provisions of the Agreement and associated documents require extensive revision. Therefore, the Agreement and its obligations are being incorporated in their entirety into this Amendment and the Parties intend for this Amendment and the exhibits and documents incorporated herein to replace the Agreement and its exhibits. The scope of the Parties’ respective covenants not to sue remain the same.

II. BACKGROUND

10. When executed, the Agreement contemplated that AR would transfer to ADLC certain properties in and near the town of Anaconda, Montana, located within the Site. Those properties were transferred on May 5, 1994.
11. The Agreement also contemplated that AR would construct a golf course on certain property transferred to ADLC. The Old Works Golf Course was constructed in 1997.

12. The Agreement provided that in return for covenants not to sue, ADLC and the Authority (collectively, “Settling Respondents”) would implement and administer certain Institutional Controls to restrict the use and development of the Properties as defined in Section III, and perform certain operations and maintenance obligations regarding them. Settling Respondents have been fulfilling these obligations since executing the Agreement in 1994.

13. After the Parties entered into the Agreement, EPA issued RODs for the Community Soils (“CS”) and the Anaconda Regional Water Waste and Soils (“ARWWS”) Operable Units (“OUUs”) in 1996 and 1998, respectively. EPA also amended these RODs as more fully explained in Paragraphs 22 through 28.

14. Subject to all terms and conditions of this Amendment, including without limitation, the reservations and limitations contained in Sections XIII (Certification), XIV (Covenants Not to Sue), and XV (Reservation of Rights), the purposes of this Amendment are to:

a. Settle and resolve the potential liability of the Settling Respondents for the Existing Contamination at the Properties which may otherwise result from Settling Respondents’ status as the owners of any part or portion of the Properties and all other activities undertaken on the Site to implement or fulfill the Settling Respondents’ obligations as set forth in Section V of this Amendment;

b. Ensure that ADLC implements and enforces certain agreed upon Institutional Controls relating to the Properties, as well as to the Site as a whole, including the Development Permit System (“DPS”) and restrictive covenants placed on the Properties pursuant to the terms
and conditions set forth in this Amendment, which may from time to time be amended by the Parties;

c. Provide for performance by ADLC and the Authority of certain operation and maintenance obligations on the Golf Course Parcel on the Properties and other obligations;

d. Establish the conditions of and restrictive covenants for any potential future development which may occur on the Properties;

e. Ensure access to and use of the Properties for purposes of implementation, operation and maintenance of the Remedy, and any other Response Action, as defined below; and

f. Ensure that ADLC and the Authority not take any action, directly or indirectly, which interferes with, is inconsistent with, hinders, delays, diminishes, or frustrates the effectiveness, purposes, or integrity of the Remedy or any Response Action.

15. The Settling Respondents agree to undertake all actions required by the terms and conditions of this Amendment and further agree that they will not contest the basis or validity of this Amendment or its terms, or the United States’ right to enforce this Amendment. The Parties recognize that this Amendment has been negotiated in good faith and that the actions undertaken by Settling Respondents in accordance with this Amendment do not constitute an admission of any liability. The resolution of the potential liability of the Settling Respondents, in exchange for provision by the Settling Respondents to EPA and the State of benefits that would otherwise not be available to EPA and the State, is in the public interest.
III. DEFINITIONS

16. Unless otherwise expressly provided herein, terms used in this Amendment which are defined in CERCLA or in regulations promulgated under CERCLA shall have the meaning assigned to them in CERCLA or in such regulations.

“ADLC” shall mean Anaconda-Deer Lodge County, its officials and representatives.

“Administrative Order,” “Unilateral Administrative Order” or “AO” shall mean any of the following:

AO Docket No. CERCLA-08-91-26, September 20, 1991, directing AR to implement the time critical removal action for the Teresa Ann Terrace Elkhorn Apartments and Cedar Park Homes;

AO Docket No. CERCLA VIII 94-08, issued by EPA on April 7, 1994, directing AR to implement the remedy outlined in the ROD for the OW/EADA OU;

AO Docket No. CERCLA-08-2001-01, December 11, 2000, requiring AR to perform remedial action at Remedial Design Unit (RDU) 4, Anaconda Ponds, of the ARWWS OU;

AO Docket No. CERCLA-08-2002-07, June 7, 2002, requiring AR to perform remedial action at the Triangle Waste Area of the Opportunity Ponds RDU, RDU 8, ARWWS OU;

AO Docket No. CERCLA-08-2002-09, September 9, 2002, requiring AR to perform remedial action at the Aspen Hill Loop Track Area of the Smelter Hill Uplands and Smelter Hill Facilities RDUs, RDUs 3 and 14, ARWWS OU;
AO Docket No. CERCLA-08-2002-08, September 14, 2002, directing AR to implement the remedy outlined in the ROD for the CS OU;

AO Docket No. CERCLA-08-2002-10, September 23, 2002, requiring AR to perform remedial action at RDU 1, Portion of Area 4 of Stucky Ridge, ARWWS OU;

AO Docket No. CERCLA-08-2003-0017, October 13, 2003, requiring AR to perform remedial action at the Slag Remedial Design Unit, RDU 12, ARWWS OU;

AO Docket No. CERCLA-08-2003-0018, November 3, 2003, requiring AR to perform remedial action at the West Portion of the Active Railroad Bed RDU, RDU 5, ARWWS OU;

AO Docket No. CERCLA-08-2004-0001, October 20, 2003, requiring AR to perform remedial action at the Cashman Concentrate RDU, RDU 11, ARWWS OU;

AO Docket No. CERCLA-08-2005-0007, August 5, 2005, requiring AR to perform remedial action at the West Galen Expansion Area of the North Opportunity RDU, RDU 7, ARWWS OU;

AO Docket No. CERCLA-08-2007-0008, June 5, 2007, requiring AR to perform remedial action at the South Opportunity Uplands RDU, RDU 6, ARWWS OU;

AO Docket No. CERCLA-08-2008-0009, September 22, 2008, requiring AR to perform remedial action at the North Opportunity Uplands, RDU 7, ARWWS OU;
AO Docket No. CERCLA-08-2010-0004, September 9, 2010, requiring AR to perform remedial action at the Fluvial Tailings RDU, RDU 9, ARWWS OU;

AO Docket No. CERCLA-08-2010-0005, September 9, 2010, requiring AR to perform remedial action at the East Portion of the Active Rail Bed/Blue Lagoon RDU, RDU 5, ARWWS OU;

AO Docket No. CERCLA-08-2011-0009, issued by EPA on June 2, 2011, requiring AR to perform remedial action at the Smelter Hill RDU, RDU 14, ARWWS OU;

AO Docket No. CERCLA-08-2015-0010, September 24, 2015, requiring remedial action at the Warm Springs Creek RDU, RDU 10, ARWWS OU;

AO Docket No. CERCLA-08-2015-0011, September 24, 2015, directing AR to implement the remedy outlined in the ROD and ROD amendment for the CS OU; and

AO Docket No. CERCLA-08-2016-0005, June 17, 2016, requiring remedial action at the Smelter Hill Uplands RDU, RDU 3, ARWWS OU.

“Agreement” shall mean the Agreement and Covenant Not to Sue, EPA Docket No. CERCLA 94-12, that was entered on April 29, 1994.

“Amendment” shall mean this Amendment of Agreement and Covenant Not to Sue and all documents and workplans incorporated herein (listed in Section XXIV (Exhibits and Documents Incorporated by Reference)). In the event of conflict between this Amendment and any document incorporated herein, this Amendment controls.
“Effective Date” shall mean the effective date of this Amendment as provided in Section XXI (Effective Date).

“ARWWS OU” shall mean the Anaconda Regional Water, Waste, and Soils Operable Unit of the Anaconda Smelter Superfund Site.

“AR” shall mean the Atlantic Richfield Company.

“Authority” shall mean the Old Works Golf Course, Inc., its officers and representatives.

“CECRA” shall mean the Comprehensive Environmental Cleanup and Responsibility Act, Mont. Code Ann. 75-10-701, et seq.


“CS OU” shall mean the Community Soils Operable Unit of the Anaconda Smelter Site.

“Consent Decree” shall mean the Consent Decree for the Anaconda Smelter NPL Site negotiated by the United States, the State, and AR. It is anticipated that the Consent Decree will be lodged and entered in *United States of America and the State of Montana v. Atlantic Richfield Company*, Civil Action No. CV89-039-BU-SEH, in the second half of 2022.

“Dedicated Developments” shall mean properties located within the Site which are restricted under the Remedy to a certain use and may be developed only in accordance with that use, such as the Old Works Golf Course.

“Development Permit System” or “DPS” shall mean Articles II, XXX, XXXI, and XXXIV of Chapter 24 of the Anaconda-Deer Lodge County Code as it may from time to time be properly
amended by the Anaconda-Deer Lodge Board of Commissioners. The DPS is attached as Appendix A to the ICIAP.

“Effective Date” shall mean the written notice date specified in Paragraph 80.

“EPA” shall mean the United States Environmental Protection Agency and any successor agency or department.

“Existing Contamination” means:

a. any hazardous substances, pollutants or contaminants present or existing on or under the Properties prior to or as of the Effective Date;

b. any hazardous substances, pollutants or contaminants that migrated from the Properties prior to the Effective Date; and

c. any hazardous substances, pollutants or contaminants present or existing at the Site as of the Effective Date that migrate onto or under or from the Properties after the Effective Date.

“Explanation of Significant Differences” or “ESD” shall have the meaning set forth in Section 117(c) of CERCLA, 42 U.S.C. § 9617(c).

“Final Old Works Golf Course Operations and Maintenance Plan” shall mean the Old Works Golf Course Operations and Maintenance (O&M) Plan, September 26, 2019, which is incorporated herein as Exhibit A.

“Funding Agreement” shall mean the Remedy Coordination, Funding, and Settlement Agreement dated and effective as of June 12, 2020, by, between and among AR and ADLC, as such agreement may from time to time be properly amended. Among other things, the Funding
Agreement provides for funding for operations and maintenance on various parcels of the Properties and implementation of ICs at the Site by ADLC.

“Golf Course Agreement” shall mean the Old Works Golf Course Agreement dated and effective as of the 13th day of December, 2019, entered into by, between and among AR, ADLC, and the Authority, as such agreement may from time to time be properly amended.

“ICIAP” shall mean the Institutional Controls Implementation and Assurance Plan approved by EPA on June 12, 2020.

“Institutional Controls” shall mean rules, regulations, laws, ordinances, dedicated developments, restrictive covenants, easements, historic preservation and groundwater controls/restrictions that address land use and access for a particular area. Such controls may take the form of covenants, licenses, access agreements, deed restrictions, zoning controls (such as the DPS), and other use or access restrictions. Since June 12, 2020, “Institutional Controls” shall mean the governmental controls, proprietary controls, and informational devices and other program services described in the ICIAP.

“MDEQ” shall mean the Montana Department of Environmental Quality.

“Mill Creek OU” shall mean the Mill Creek Operable Unit of the Anaconda Site.

“OW/EADA OU” shall mean the Old Works/East Anaconda Development Area Operable Unit of the Anaconda Site.

“Parties” shall mean the United States, the State, ADLC, and the Authority.
"Properties" shall mean the six properties listed below, as well as the three properties listed under "Reconfigured Parcels," all of which ADLC acquired from AR under the May 5, 1994 Real Property Conveyance/Transfer Agreement between AR, ADLC, and the Authority.

East Anaconda Yards Parcel

Drag Strip Parcel

Mill Creek Parcel

Stucky Ridge Parcel

Ballfields/Industrial Park Parcel

Lumber Yard Parcel

"Reconfigured Parcels" shall mean the following three properties originally conveyed by ARCO to ADLC under the May 5, 1994 Real Property Conveyance/Transfer Agreement, whose boundaries have since been reconfigured, as shown in the corrected deeds recorded by AR and ADLC in 2019 and 2020 and incorporated herein:

Golf Course Parcel

Old Works Trail System Parcel

Red Sands/Arbiter Parcel

"Release" shall mean the past, present, or future migration of hazardous substances from the Properties or Site which constitutes an actual or threatened "release" as that term is defined in Section 101(22) of CERCLA, 42 U.S.C. § 9601(22).
“Remedy” shall mean the Remedy outlined in the ROD and ROD amendments for the ARWWS OU, executed by EPA on September 29, 1998, September 29, 2011, and June 12, 2020, respectively; the ROD and ROD amendment for the CS OU, executed by EPA on September 30, 1996 and September 30, 2013, respectively; the CS OU Explanations of Significant Differences ("ESDs") issued on June 19, 2017 and June 12, 2020; the ROD for the OW/EADA OU, executed by EPA on March 8, 1994; and the OW/EADA OU ESDs issued on November 6, 1995 and June 12, 2020, all with concurrence by the State. “Remedy” shall also include any amendments to these decision documents.

“Response Action” shall have the meaning provided for at CERCLA Section 101(25), 42 U.S.C. § 9601(25), which meaning, for the purpose of this Amendment only, shall also include restoration or other activity resulting from the State's natural resources damages claims under CERCLA Section 107(a) and (f), 42 U.S.C. § 9607(a) and (f).

“RI/FS” or “remedial investigation / feasibility study” shall have the meaning provided for at 40 C.F.R. § 300.5.

“Settling Respondents” shall mean Anaconda-Deer Lodge County and the Old Works Golf Course Authority. Settling Respondents are “person[s]” as that term is defined in Section 101(21) of CERCLA, 42 U.S.C. § 9601(21) and Settling Respondents, their officers, directors, employees, and agents, are owners of a facility within the meaning of Section 107(a)(1) of CERCLA, 42 U.S.C. § 9607(a)(1).

“State” shall mean the State of Montana and each department, agency, and instrumentality of the State.

“Successor in Interest and Assigns” shall mean any “person” as defined in CERCLA Section 101(21), 42 U.S.C. § 9601(21), who is granted, acquires or receives any right, title, or interest, including through sale, lease, sublease, or other disposition, to (i) any of the Properties subsequent to the Effective Date of this Amendment, or (ii) any of the rights, duties, and obligations arising under this Amendment subsequent to the Effective Date of this Amendment.

“United States” means the United States of America and each department, agency, and instrumentality of the United States.

“Work” shall mean those activities Settling Respondents agree to perform that are set forth in Sections V (Consideration), VI (Access/Notice to Successors in Interest), VII (Information Exchange and Evaluations), IX (Performance), and X (Due Care).

IV. SITE HISTORY

17. Commencing in 1982, EPA initiated certain actions pursuant to Section 104 of CERCLA to address contamination in Anaconda-Deer Lodge County and neighboring areas associated with historic mining and smelting activities.

18. EPA designated the contaminated areas of Anaconda-Deer Lodge County as the Anaconda Smelter Superfund Site and listed the Site on the National Priorities List in 1983.

19. AR is the primary potentially responsible party under CERCLA with respect to the Site and has conducted all response actions at the Site as outlined below.

20. Under EPA oversight, with EPA approval, and before execution of the Agreement, AR conducted Response Actions within the boundaries of the OW/EADA and Mill Creek OUs. These

21. OW/EADA OU - AR conducted an RI/FS at the OW/EADA OU, and submitted an OW/EADA RI/FS report to EPA pursuant to Administrative Order on Consent, Docket No. CERCLA VIII-88-16, Amendment No. 6, which AR and EPA entered into on September 28, 1992. The OW/EADA RI/FS report evaluated the nature and extent of contamination at the OW/EADA OU and identified and evaluated remedial alternatives to address such contamination.

22. In September 1993 EPA issued a proposed plan for the OW/EADA OU and on March 8, 1994 EPA, with the State's concurrence, executed a ROD, which sets forth the Remedy to be implemented under CERCLA at the OW/EADA OU. EPA issued an Explanation of Significant Differences for the OW/EADA OU on November 6, 1995. The Remedy includes, inter alia: construction of engineered covers over waste materials in recreational and potential commercial/industrial areas exceeding arsenic levels of 1,000 parts per million ("ppm"); treatment of soils exceeding arsenic levels of 1,000 ppm in recreational and potential commercial/industrial areas using innovative revegetation treatment techniques; covering or treatment of soils exceeding arsenic levels of 500 ppm in current commercial/industrial areas; arranging for future remediation of potential residential or commercial/industrial areas, at the time of development, to the action levels set through the RODs; implementation of Institutional Controls to protect the above engineering controls and manage future land and water use; preservation of historic features in the Old Works Historic District, to the extent
practicable; and establishment of Dedicated Developments, as defined in the OW/EADA ROD. This Remedy, which AR chose to implement in part through construction of the O'd Works Golf Course, was implemented as required in an Administrative Order ("AO") issued by EPA to AR in 1994 and the Consent Decree, and AR has now completed the Remedial Action for the Old Works Golf Course. Certain components of the Institutional Controls required pursuant to the OW/EADA Remedy have been implemented by ADLC as provided by the Agreement.

23. AR has conducted and will continue to conduct Response Actions in connection with the Remedy selected in the OW/EADA ROD on certain of the Properties it conveyed to ADLC.

24. In 2022 EPA issued a Ready for Reuse determination to document that all Properties subject to the OW/EADA ROD can support commercial/industrial use and will remain protective of human health and the environment, as long as all required response conditions and use limitations identified in the Site’s response decision documents and land title documents continue to be met.

25. CS OU - AR conducted an RI/FS at the CS OU and submitted a CS OU RI/FS report to EPA pursuant to Administrative Order on Consent, Docket No. CERCLA VIII-88-16, Amendments No. 7 and 8, which AR, the State, and EPA entered into on September 30, 1994 and November 27, 1995, respectively. The CS RI/FS evaluated the nature and extent of contamination at the CS OU and identified and evaluated remedial alternatives to address such contamination.

26. On July 8, 1996, EPA issued a proposed plan for the CS OU and on September 25, 1996, EPA, with the State's concurrence, executed a ROD, which sets forth the Remedy to be implemented under CERCLA at the CS OU. The EPA issued a proposed plan on September 28, 2012, and a ROD amendment for the CS OU on September 30, 2013 with the State’s concurrence. EPA issued Explanations of Significant Differences for the CS OU on June 19, 2017, and on June 12, 2020. The Remedy, as amended, includes the following components: cleanup of soils in current residential areas
within the Site exceeding the action levels of 250 ppm arsenic or 400 ppm lead through removal, replacement with clean soil, and placement of a vegetative or other protective barrier; addressing lead paint on houses by owners or some other program; cleanup of all future residential soils, through the DPS at the time of development, exceeding the action level of 250 ppm arsenic and 400 ppm lead; implementation of Institutional Controls to provide educational information to all residents describing potential risks and recommendations to reduce exposure to residual contamination. This Remedy has been or is being implemented as required in AOs issued by EPA to AR in 2002 and 2015.

27. ARWWS OU - AR worked on an RI/FS for the ARWWS OU from about December 1995 to about July 1996 pursuant to Administrative Order on Consent, Docket No. CERCLA VIII-88-16, Amendment No. 8, which AR and EPA entered into on November 27, 1995. EPA completed the RI/FS from about July 1996 to September 1998. The ARWWS RI/FS evaluated the nature and extent of contamination at the ARWWS OU and identified and evaluated remedial alternatives to address such contamination.

28. In October 1997 EPA issued a proposed plan for the ARWWS OU and on September 29, 1998 EPA, with the State's concurrence, executed a ROD, which sets forth the Remedy to be implemented under CERCLA at the ARWWS OU. The EPA issued ROD amendments for the ARWWS OU on September 30, 2011, and on June 12, 2020 with the State’s concurrence. The Remedy, as amended, includes the following components: consolidation of miscellaneous waste materials; placement of engineered covers over waste management areas; treatment of contaminated soils; implementation of storm water controls and Institutional Controls, including the monitoring and regulation of, and provision of point of use treatment for domestic wells in groundwater areas. A technical impracticality waiver for arsenic in groundwater has been applied to large areas of the Site. This Remedy has been or is being implemented as required in AOs issued by EPA to AR in 2000, 2002, 2003, 2004, 2005, 2007, 2008, 2010, 2011, 2015, and 2016, and the Consent Decree.
29. AR-ADLC Property Transfers - After execution of the Agreement, on May 5, 1994
ADLC received title to the Properties, including the Reconfigured Parcels as originally surveyed and
deeded, from AR pursuant to the 1994 Conveyance Agreement.

30. The Authority subsequently acquired an interest in certain real property located within
one of the Properties, the Golf Course Parcel. The Golf Course Parcel became the location of the Old
Works Golf Course.

31. AR constructed the Old Works Golf Course and certain appurtenant facilities and the Old
Works Historic Trail, completing work in 1997. These are now considered by the Parties as Dedicated
Developments.

32. The 1994 Conveyance Agreement governing the conveyance of the Properties imposed
certain Institutional Controls and operations and maintenance obligations on ADLC and the Authority
with respect to certain portions of the Properties. Since 1994, ADLC has implemented Institutional
Controls related to the Properties as required by the 1994 Conveyance Agreement and the Agreement.
These Institutional Controls have included adopting and implementing the DPS to enforce restrictions
on the use and development of the Properties, and the enforcement of restrictive covenants on the
Properties. ADLC has also performed certain operations and maintenance obligations regarding the
Properties required by the 1994 Conveyance Agreement and the Agreement.

33. On December 13, 2019, AR and ADLC entered into the Parcel Reconfiguration and
Modification of Restrictive Covenants Agreement (Golf Course Parcel), Exhibit B. This agreement
provides for reconfiguration of the legal description of the Golf Course Parcel and modification of
restrictive covenants for the Golf Course and Hotel Parcels. This agreement and deeds have been
recorded and are incorporated herein.
34. On July 9, 2020, AR and ADLC entered into the Parcel Reconfiguration and Modification of Restrictive Covenants Agreement (Old Works Historic Trail Parcel), Exhibit C. This agreement provides for modification of the legal description and restrictive covenants of the Old Works Historic Trail Parcel. This agreement and deed have been recorded and are incorporated herein.

35. On July 9, 2020, AR and ADLC entered into the Parcel Reconfiguration and Modification of Restrictive Covenants Agreement (Red Sands), Exhibit D. This agreement provides for modification of the legal description and restrictive covenants for the Red Sands Parcel. This agreement and deed have been recorded and are incorporated herein.

36. On July 9, 2020, AR and ADLC entered into Modification of Restrictive Covenants Agreements for the East Anaconda Yards Parcel, the Drag Strip Parcel, the Mill Creek Parcel, and the Stucky Ridge Parcel, Exhibits E, F, G, and H. These agreements and deeds have been recorded and are incorporated herein.

37. It is anticipated that the United States Court for the District of Montana will enter the Consent Decree in the second half of 2022. It is further anticipated that as of the effective date of the Consent Decree, AR’s obligations under the Administrative Orders will be replaced and superseded by the requirements of the Consent Decree.

V. CONSIDERATION

38. In consideration of and in exchange for the Covenant Not to Sue herein, Settling Respondents shall each conduct all activities on the Properties and the Site in accordance with all final performance standards and Institutional Controls provided for in the Anaconda Site RODs, as amended, or other remedial decision documents. In addition, Settling Respondents shall perform or cause to have performed the obligations set forth below in accordance with such performance standards and Institutional Controls. Should EPA or the State conclude that action or inaction by a Settling Respondent
results, or would result, in the failure of the Settling Respondent to undertake complete and satisfactory performance of an obligation under this Amendment, EPA or the State shall provide the Settling Respondent written notice of any such conclusion and provide the Settling Respondent a reasonable opportunity to expeditiously cure any such deficiency. The opportunity to expeditiously cure deficiencies is limited to Settling Respondents and is not transferrable pursuant to Paragraph 75. If, after having had time to expeditiously cure any deficiency, a Settling Respondent fails to perform an obligation set forth below applicable to that Settling Respondent, the covenant not to sue in Section XIV shall be null and void as to that Settling Respondent, and the United States and the State reserve all rights they have to compel performance.

a. **Development Permit System.** ADLC has adopted the DPS which, among other things, provides restrictions on the use and development of lands in Anaconda-Deer Lodge County, including the Properties. The DPS, including revisions as of the date of this Amendment, is incorporated herein. ADLC and the Authority shall comply with the DPS and ADLC shall enforce DPS provisions throughout Anaconda-Deer Lodge County to ensure that all Site properties are used or developed only in compliance with the restrictions of the DPS, this Amendment, and applicable environmental laws.

b. **Final Old Works Golf Course Operations and Maintenance Plan, September 26, 2019.** Settling Respondents shall implement and perform the actions required of them under the Final Old Works Golf Course Operations and Maintenance Plan incorporated herein as Exhibit A, as properly amended. In the event that either Settling Respondent subsequently conveys its interest in the Golf Course Parcel, that Settling Respondent shall have a continuing duty to perform its obligations under this subparagraph. This obligation shall terminate if the golf course is re-conveyed to AR.
c. **Residential Attic Abatement Implementation Plan.** Settling Respondent ADLC shall implement and perform the actions required of it under the Residential Attic Abatement Implementation Plan, incorporated herein as Exhibit I.

d. **Interior/Exterior Dust Program.** Settling Respondent ADLC shall implement and perform the actions required of it under the Interior/Exterior Dust Program Plan, which is described in Section 6.3.2 of the ICIAP.

e. **Community Protective Measures Program.** Settling Respondent ADLC shall implement and perform the actions required of it under the Community Protective Measures Program Plan, Appendix F, to the ICIAP.

f. **Restrictive Covenants.**

i. The Properties were originally conveyed by AR to ADLC by quit claim deeds in 1994, each deed containing restrictive covenants, some of which have now been altered, eliminated, or amended.

ii. The Ballfields/Industrial Park and Lumber Yarć parcels were originally transferred in 1994 and have not been modified. Settling Respondents and Successors in Interest and Assigns of Settling Respondents shall comply with and enforce the restrictive covenants in the original 1994 deeds for the above parcels, Exhibits J and K.

iii. In 2019 and 2020, modification agreements for the Golf Course Parcel (including the Hotel Parcel), Old Works Trail System Parcel, and Red Sands Parcel modified legal descriptions and restrictive covenants. In 2020, modification agreements for the Drag Strip Parcel, East Anaconda
Yards Parcel, Mill Creek Parcel, and Stucky Ridge Parcel modified certain restrictive covenants applicable to the respective parcels. Settling Respondents and Successors in Interest and Assigns of Settling Respondents shall comply with and enforce the restrictive covenants in the deeds, as modified by the modification agreements, for the above parcels.

iv. The Parties acknowledge that the modification agreements recorded for the Properties in 2019 and 2020 contain amended provisions relating to the operation, implementation, and enforcement of the restrictive covenants. Accordingly, to the extent that the terms and conditions of the restrictive covenants set forth in the modification agreements conflict with the terms and conditions of the restrictive covenants generally described in Section 6.2 of the ICIAP, the terms and conditions of the restrictive covenants in the modification agreements shall control.

VI. ACCESS/NOTICE TO SUCCESSORS IN INTEREST AND ASSIGNS

39. Settling Respondents hereby grant to EPA and the State, their authorized officers, employees, and representatives, an irrevocable immediate right of access to any property owned by the respective Settling Respondent and to which access is required for the implementation of Response Actions at the Site under federal or state law, to the extent access to such property is controlled by the Settling Respondents. EPA and the State agree to provide to Settling Respondents reasonable notice of the timing of Response Actions to be undertaken at the Properties. Notwithstanding any provision of this Amendment, EPA and the State shall retain all of their access authorities and rights, including enforcement authorities related thereto, under CERCLA, the Resource Conservation and Recovery Act, 42 U.S.C. 6901, et. seq., CECRA, and any other applicable statute or regulations.
40. Nothing in this Amendment shall in any manner restrict or limit the nature or scope of Response Actions which may be taken by EPA or the State in fulfilling their responsibilities under federal or State law. The Settling Respondents recognize that the implementation of Response Actions may interfere with their use of the Properties. The Settling Respondents shall fully cooperate with EPA and the State in the implementation of Response Actions at the Properties and shall not interfere with such Response Actions. EPA and the State agree, consistent with their responsibilities under applicable law, to use reasonable efforts to minimize any interference with the Settling Respondents' current and future operations by such entry and response.

41. The Settling Respondents will provide access requested by AR to timely implement Response Actions at the Site.

42. The Settling Respondents shall notify any Successors in Interest or Assigns of the Properties of their obligation to provide the same access and cooperation. The Settling Respondents shall provide a copy of this Amendment to any current lessee or sublessee on the Properties within 30 days of the Effective Date and shall ensure that any lessee, sublessee or transferee of any of the Properties is informed of the CERCLA liability protections provided by the bona fide prospective purchaser provision, Section 107(r) of CERCLA and EPA’s *Enforcement Discretion Guidance Regarding Statutory Criteria for Those Who May Qualify as CERCLA Bona Fide Prospective Purchasers, Contiguous Property Owners, or Innocent Landowners* ("Common Elements"), July 29, 2019.

VII. INFORMATION EXCHANGE AND EVALUATIONS

43. ADLC shall prepare and submit to EPA and the State annually a report concerning its obligations under this agreement by March 1 of each year for the previous calendar year. ADLC may
fulfill this requirement in part by providing to EPA and the State a copy of the report relating to ICs as provided for in Section 3.5 of the Funding Agreement.

44. ADLC will schedule and EPA will attend Annual Performance Evaluation Meetings with the State, Settling Respondents, and AR. For each annual cycle of report preparation and review, the Performance Evaluation Meeting will be scheduled within 60 days following the filing of the ADLC annual report.

45. Settling Respondents shall timely provide any other information requested by EPA or the State relating to their obligations under this Amendment, including all information necessary to support five-year reviews of the OW/EADA, ARWWS, and CS remedies for the Site.

VIII. ENHANCED FIVE-YEAR REVIEW PROCESS

46. Notices of failure to perform obligations assumed in Section V (Consideration). EPA will entertain notices from any person concerning ADLC’s performance in implementing the Work provided for in Section V (Consideration), above. Any such notices will be handled under Section IX (Performance). EPA will consider notices of deficiencies and ADLC’s responses to any such notices in its Five-year reviews, as provided in the following Paragraph.

47. Five-year Reviews. EPA will assess Settling Respondents’ performance of any Work provided for in Section V (Consideration) in the ordinary course of its Site remedy protectiveness reviews performed pursuant to Section 121(c) of CERCLA no less often than every five years. ADLC and the Authority will provide access and other support reasonably requested by AR to timely implement Response Actions at the Site required by EPA as a result of the Section 121(c) review process.
IX. PERFORMANCE

48. Upon receipt of written notice from EPA of any failure to perform any obligations described in Section V (Consideration), the Settling Respondent(s) to which notice is addressed agrees:

a. Within 7 days following receipt of notice, to provide a written response to EPA and the State identifying steps taken or to be taken to address EPA’s specific concerns;

b. Within 30 days of the date of the Settling Respondent’s notice, to meet with EPA, the State, and other interested parties to review the circumstances discussed in any such written notice, if requested by one or more of the Parties to this Amendment; and

c. To timely notify EPA and the State of any correction of the non-compliance or deficiency in performance identified in EPA’s written notice.

X. DUE CARE

49. Nothing in this Amendment shall be construed to relieve the Settling Respondents of their duty to exercise due care at the Properties with respect to the hazardous substances concerned, or their duty to comply with all applicable State and federal laws and regulations.

50. Emergency Response and Reporting. If any event occurs during performance of the Work that causes or threatens to cause a release of hazardous substances on, at, or from the Site and that either constitutes an emergency situation or that may present an immediate threat to public health or welfare or the environment, Settling Respondents shall:

a. Immediately take all appropriate action to prevent, abate, or minimize such release or threat of release;

b. Immediately notify the authorized EPA officer orally; and
c. Take such actions in consultation with the authorized EPA officer.

XI. **DISPUTE RESOLUTION**

51. Unless otherwise expressly provided for in this Amendment, the dispute resolution procedures of this Section shall be the exclusive mechanism for resolving disputes arising under this Amendment. The Parties shall attempt to resolve any disputes concerning this Amendment expeditiously and informally. If EPA contents that either Settling Respondent is in violation of this Amendment, EPA shall notify such Settling Respondent in writing, and pursuant to the procedure set forth in Section IX of this Amendment, setting forth the basis for its position. The Settling Respondent receiving such written notice may dispute EPA's position as set forth herein. EPA's decisions under this Section will be made in consultation with MDEQ.

52. **Informal Dispute Resolution.** If one or more Settling Respondents object to any EPA action taken pursuant to this Amendment, the Settling Respondent may send EPA a written Notice of Dispute describing the objection(s) within 7 days after such action. EPA and Settling Respondents shall have a mutually agreeable time period no greater than 45 days from EPA's receipt of Settling Defendants' Notice of Dispute to resolve the dispute through informal negotiations (the "Negotiation Period"). The Negotiation Period may be extended at the sole discretion of EPA. Any agreement reached by the Parties pursuant to this Section shall be in writing and shall, upon signature by the Parties, be incorporated into and become an enforceable part of this Amendment.

53. **Formal Dispute Resolution.** If the disputing Parties are unable to reach an agreement within the Negotiation Period, the disputing Parties shall, within a mutually agreeable time no greater than 45 days after the end of the Negotiation Period, submit a statement of position to the Remedial Project Manager ("RPM"). EPA may, within 20 days thereafter, submit a statement of position. Thereafter, an EPA management official at the EPA Region 8 Division Director level or higher will issue a written decision on the dispute to the disputing Parties. EPA's decision shall be incorporated into
and become an enforceable part of this Amendment. Settling Respondents shall fulfill the requirement that was the subject of the dispute in accordance with the agreement reached or with EPA’s decision, whichever occurs.

54. The invocation of formal dispute resolution procedures under this Section does not extend, postpone, or affect in any way any obligation of Settling Respondents under this Amendment.

XII. FORCE MAJEUERE

55. “Force Majeure,” for purposes of this Amendment, is defined as any event arising from causes beyond the control of Settling Respondents, of any entity controlled by Settling Respondents, or of Settling Respondents’ contractors that delays or prevents the performance of any obligation under this Amendment despite Settling Respondents’ best efforts to fulfill the obligation. The requirement that Settling Respondents exercise “best efforts to fulfill the obligation” includes using best efforts to anticipate any potential force majeure and best efforts to address the effects of any potential force majeure (a) as it is occurring and (b) following the potential force majeure such that the delay and any adverse effects of the delay are minimized to the greatest extent possible.

56. If any event occurs or has occurred that may delay the performance of any obligation under this Amendment for which Settling Respondents intend or may intend to assert a claim of force majeure, Settling Respondents shall notify EPA’s Remedial Project Manager, orally or, in his or her absence, an on-call EPA Region 8 On-Scene-Coordinator, or, in the event both of EPA’s designated representatives are unavailable, the Director of the Superfund and Emergency Management Division, EPA Region 8, within 20 days of when Settling Respondents first knew that the event might cause a delay. Within 7 days thereafter, Settling Respondents shall provide in writing to EPA an explanation and description of the reasons for the delay; the anticipated duration of the delay; all actions taken or to be taken to prevent or minimize the delay; a schedule for implementation of any measures to be taken to
prevent or mitigate the delay or the effect of the delay; Settling Respondents’ rationale for attributing such delay to a force majeure; and a statement as to whether, in the opinion of Settling Respondents, such event may cause or contribute to an endangerment to public health or welfare, or the environment. Settling Respondents shall include with any notice all available documentation supporting their claim that the delay was attributable to a force majeure. Settling Respondents shall be deemed to know of any circumstance of which Settling Respondents, any entity controlled by Settling Respondents, or Settling Respondents’ contractors knew or should have known. Failure to comply with the above requirements regarding an event shall preclude Settling Respondents from asserting any claim of force majeure regarding that event, provided, however, that if EPA, despite the late or incomplete notice, is able to assess to its satisfaction whether the event is a force majeure under Paragraph 55 and whether Settling Respondents have exercised best efforts under Paragraph 55, EPA may, in its unreviewable discretion, excuse in writing Settling Respondents’ failure to submit timely or complete notices under this Paragraph.

57. If EPA agrees that the delay or anticipated delay is attributable to a force majeure, the time for performance of the obligations under this Amendment that are affected by the force majeure will be extended by EPA for such time as is necessary to complete those obligations. An extension of the time for performance of the obligations affected by the force majeure shall not, of itself, extend the time for performance of any other obligation. If EPA does not agree that the delay or anticipated delay has been or will be caused by a force majeure, EPA will notify Settling Respondents in writing of its decision. If EPA agrees that the delay is attributable to a force majeure, EPA will notify Settling Respondents in writing of the length of the extension, if any, for performance of the obligations affected by the force majeure.

58. If either Settling Respondent elects to invoke the dispute resolution procedures set forth in Section XI (Dispute Resolution), it shall do so no later than 30 days after receipt of EPA’s notice. In
any such proceeding, Settling Respondents shall have the burden of demonstrating by a preponderance of the evidence that the delay or anticipated delay has been or will be caused by a force majeure, that the duration of the delay or the extension sought was or will be warranted under the circumstances, that best efforts were exercised to avoid and mitigate the effects of the delay, and that Settling Respondents complied with the requirements of Paragraphs 54 and 55. If Settling Respondents carry this burden, the delay at issue shall be deemed not to be a violation by Settling Respondents of the affected obligation of this Amendment identified to EPA.

59. The failure by EPA to timely complete any obligation under this Amendment is not a violation of this Amendment, provided, however, that if such failure prevents Settling Respondents from meeting one or more deadlines under this Amendment, Settling Respondents may seek relief under this Section.

XIII. CERTIFICATION

60. Settling Respondents certify that to the best of their knowledge and belief they have fully and accurately disclosed to EPA and the State all information currently in their possession or control and in the possession or control of their officers, directors, employees, contractors and agents which relates in any way to any contamination or potential contamination at the Properties and to their qualification for this Amendment. Settling Respondents also certify that to the best of their knowledge and belief they have not caused or contributed to a release of hazardous substances at the Properties. If EPA and the State determine that information provided by either Settling Respondent is false or not materially accurate and complete, the covenants not to sue in Paragraph 61 shall be null and void as to that Settling Respondent and the United States and the State reserve all rights they may have.
XIV. COVENANTS NOT TO SUE

61. United States' and the State's Covenants Not to Sue. Subject to the Reservation of Rights in Section XV of this Amendment, and conditioned upon Settling Respondents' satisfactory performance of their respective obligations under this Amendment:

   a. the United States covenants not to sue or take any other civil or administrative action against Settling Respondents for any and all civil liability for injunctive relief or reimbursement of response costs pursuant to CERCLA Section 106 or 107(a), 42 U.S.C. § 9606 or 9607(a) with respect to the Existing Contamination at the Properties; and,

   b. the State covenants not to sue or take any other civil or administrative action against Settling Respondents for any and all civil liability for injunctive relief or reimbursement of response costs pursuant to CERCLA Section 107(a), 42 U.S.C. § 9607(a) and Mont. Code Ann. 75-10-701, et seq. with respect to the Existing Contamination at the Properties; and any claims of the State for natural resource damages pursuant to Section 107(a) and (f) of CERCLA, 42 U.S.C § 9607(a) and (f), with regard to any Existing Contamination at the Properties.

62. These covenants not to sue by the United States and the State are effective as of the Effective Date. These covenants extend only to Settling Respondents and do not extend to any other person.

63. These covenants not to sue by the United States and the State are not a general release under federal law or the law of any state.

64. With respect to any claim or cause of action asserted by the United States and/or the State, the Settling Respondents shall bear the burden of proving that the claim or cause of action, or any part thereof, is attributable solely to Existing Contamination.
65. **Settling Respondents’ Covenant Not to Sue.** In consideration of the covenants not to sue in Paragraph 61, the Settling Respondents agree not to assert any claims or causes of action against the United States or the State, their authorized officers, employees, representatives, or the Hazardous Substance Superfund pursuant to Section 106(b)(2) of CERCLA, 42 U.S.C. § 106(b)(2), or any direct or indirect claim for reimbursement or funding under State law, including any direct or indirect claim for reimbursement from the Environmental Quality Protection Fund (established pursuant to MCA 75-10-704), the Orphan Share Account (established pursuant to MCA 75-10-743); or any other provision of law, arising from Existing Contamination, or for reimbursement of funds expended, expenses incurred, payments made, or work performed relating to the Site or the Properties, or to seek any other costs, damages, or attorney’s fees from the United States, the State, or their contractors or employees arising out of Response Actions at or in connection with the Site or the Properties, including claims based on EPA’s oversight of such Response Actions or approval of plans for such Response Actions. This covenant not to sue shall include all claims or causes of action for interference with contracts, business relations and economic advantage. Nothing herein shall be deemed to constitute preauthorization of a claim within the meaning of Section 111 of CERCLA, 42 U.S.C. § 9611, or 40 C.F.R. Section 307.14.

**XV. RESERVATION OF RIGHTS**

66. Notwithstanding the Covenants not to sue by the United States and the State set out in Paragraph 61 above, nothing in this Amendment is intended to be nor shall it be construed to be a release or covenant not to sue for any claim or cause of action, administrative or judicial, at law or in equity, which the United States or the State has against the Settling Respondents for:

a. Any liability as a result of failure to provide access, notice and cooperation, or failure to otherwise comply with Section VI (Access/Notice to Successors in Interest and Assigns);
b. Any liability as a result of failure to exercise due care with respect to hazardous substances at the Properties;

c. Any liability as a result of failure to perform the obligations under this Amendment;

d. Any liability resulting from past releases of hazardous substances at the Properties caused or contributed to by Settling Respondents, their lessees or sublessees;

e. Any liability resulting from past or future exacerbation by the Settling Respondents, their lessees and sublessees, their Successors in Interest and Assigns, of the release or threat of release of hazardous substances from the Properties;

f. Any liability resulting from the creation of new releases or threats of release of hazardous substances, pollutants, or contaminants by any person at the Properties, except what is defined as Existing Contamination;

g. Failure to cooperate and/or interference with EPA, the State, their Response Action contractors, or other persons conducting Response activities under EPA or State oversight in the implementation of Response Actions at the Properties;

h. Future transportation or disposal of hazardous substances from the Properties;

i. Any and all criminal liability; and

j. Liability for violations of federal or state law that occur during Settling Respondents’ ownership of the Properties.

67. Nothing in this Amendment is intended to limit, or constitute a release or covenant not to sue for any claim or cause of action, administrative or judicial, civil or criminal, past or future, in law or
in equity, which the United States or the State may have against any person, firm, corporation or other entity not a party to this Amendment.

68. Nothing in this Amendment is intended to limit the right of EPA or the State to undertake future Response Actions at the Properties or the Site or to seek to compel parties other than the Settling Respondents to perform or pay for Response Actions or to pay for natural resource damages at the Properties or the Site. Nothing in this Amendment shall in any way restrict or limit the nature or scope of Response Actions which may be taken or be required by EPA or the State in exercising their authority under federal or State law. Settling Respondents acknowledge that they have taken and will take title to properties where Response Actions may be required. The Settling Respondents further recognize that the implementation of Response Actions may interfere with the Settling Respondents' use of the Properties, and may require closure of their operations or a part thereof, provided, however, that any and all Response Actions shall be conducted in a manner that is intended to provide the least interference with then existing operations on the Site.

69. The Parties agree that the Settling Respondents' entry into this Amendment, and the actions undertaken by the Settling Respondents in accordance with or pursuant to the Amendment, Institutional Controls, and/or the DPS, and the Final Old Works Golf Course Operations & Maintenance Plan do not constitute an admission of any liability by the Settling Respondents.

**XVI. EFFECT OF SETTLEMENT / CONTRIBUTION**

70. Nothing in this Amendment precludes the United States, the State or Settling Respondents from asserting any claims, causes of action, or demands for indemnification, or contribution against any person not a party to this Amendment. Nothing herein diminishes the right of the United States, pursuant to Section 113(f)(2) and (3) of CERCLA, 42 U.S.C. § 9613(f)(2) and (3), to
pursue any such persons to obtain additional response costs or response actions and to enter into settlements that give rise to contribution protection pursuant to Section 113(f)(2) of CERCLA.

71. The Parties agree that this Amendment constitutes an administrative settlement pursuant to which Settling Respondents have resolved any and all liability to the United States and/or the State within the meaning of Sections 113(f)(2) and 122(h)(4) of CERCLA, 42 U.S.C. §§ 9613(f)(2) and 9622(h)(4) and/or Section 719(1) of CECRA, 75-10-719(1) MCA, and are entitled to protection from contribution actions or claims as provided by Sections 113(f)(2) and 122(h)(4) of CERCLA and/or Section 719(1) of CECRA, or as may be otherwise provided by law, for the “matters addressed” in this Amendment. The “matters addressed” in this Amendment are all response actions taken or to be taken and response costs incurred or to be incurred by the United States or State or any other person for the Properties with respect to Existing Contamination and all actions or costs related to natural resource damages by the State or any other person for the Properties with respect to Existing Contamination; provided, however, that if the United States or State exercises rights under the reservations in Section XV (Reservation of Rights), other than in Subparagraphs 66.c. (liability for failure by a Settling Respondent to meet a requirement of this Amendment), 66.i. (criminal liability), or 66.j. (liability for violations of federal or state law that occur during Settling Respondents’ ownership of the Properties), the “matters addressed” in this Amendment will no longer include those response costs or response actions that are within the scope of the exercised reservation. “Matters addressed” shall not include the enforcement of any right that any person may have arising from contractual obligations of Settling Respondents.

72. The Parties agree that this Agreement shall constitute an administrative settlement pursuant to which Settling Respondents have resolved any and all potential liability to the United States and/or the State within the meaning of Section 113(f)(3)(B) of CERCLA, 42 U.S.C. § 9613(f)(3)(B).
73. Settling Respondents shall, with respect to any suit or claim brought by either of them for matters related to this Amendment, notify EPA and the State in writing no later than sixty (60) days prior to the initiation of such suit or claim. Settling Respondents shall, with respect to any suit or claim brought against them for matters related to this Amendment, notify EPA and the State in writing within ten (10) days after service of the complaint or claim upon them. In addition, Settling Respondents shall notify EPA and the State within ten (10) days after service or receipt of any Motion for Summary Judgment and within ten (10) days after receipt of any order from a court setting a case for trial, for matters related to this Amendment.

XVII. PARTIES BOUND/TRANSFER OF COVENANT

74. This Amendment is binding upon the United States, including EPA, the State, and upon Settling Respondents and their successors and assigns. Any change in ownership or corporate status of Settling Respondents including, but not limited to, any transfer of assets or real or personal property shall not alter Settling Respondents’ responsibilities to continue to implement ICs under this Amendment. Each undersigned representative of Settling Respondents certifies that he or she is fully authorized to enter into the terms and conditions of this Settlement Agreement and to execute and legally bind Settling Respondents to this Settlement Agreement.

75. Notwithstanding any other provisions of this Amendment, either Settling Respondent may transfer all of the rights, benefits and obligations conferred upon it under this Amendment to any person, except as specified, pursuant to written procedures approved by the United States and the State in their sole discretion and provided such transfer is in accordance with Section VI (Access/Notice to Successors in Interest and Assigns) whenever such transfer concerns an interest in the Properties. The benefits conferred upon Settling Respondents under this Amendment shall not be transferred or transferrable to AR, Cleveland Wrecking Company, to any potentially responsible party or responsible
party at the Anaconda Smelter Superfund Site, or to the successor in interest or assigns of any such party.

76. In the event of an assignment or transfer of any of the Properties, the Settling Respondents shall continue to be bound by all the terms and conditions, and subject to all obligations, of this Amendment except as the United States, the State and the Settling Respondents agree otherwise in writing. Moreover, subject to Paragraph 75, prior to or simultaneous with any assignment or transfer by either Settling Respondent of the Properties, the assignee or transferee must execute a certification signed by both EPA and the State in substantially the form provided in Exhibit L, Sample Transfer and Certification Form in order for the covenant not to sue to be effective with respect to any assignee or transferee. Subsequent assignees or transferees of Properties, beyond the initial assignment or transfer of Properties from either of the Settling Respondents, are expected to avail themselves of protections afforded a "bona fide prospective purchaser" under 42 U.S.C. §§ 9601(40) and 9607(r)(1) rather than execute a certification.

XVIII. DISCLAIMER

77. This Amendment in no way constitutes a finding by EPA or the State as to the risks to human health and the environment that may be posed by contamination at the Properties or the Site nor constitutes any representation by EPA or the State that the Properties or the Site are fit for any particular purpose.

XIX. DOCUMENT RETENTION

78. For a period of 10 years following completion of the Work, unless EPA agrees in writing to a shorter time period, Settling Respondents shall preserve all documents and information relating to the Work and any hazardous substances, pollutants or contaminants found on or released from the Properties. At the conclusion of the document retention period, Settling Respondents shall notify EPA at
least 90 days prior to the destruction of any such records, and upon request by EPA, Settling Respondents shall deliver any such records to EPA. These record retention requirements apply regardless of any corporate retention policy to the contrary and is in addition to, and not in lieu of, reporting under Section 103(c) of CERCLA, 42 U.S.C. § 9603(c), and Section 304 of the Emergency Planning and Community Right-To-Know Act of 1986, 42 U.S.C. § 11004.

XX. OPPORTUNITY FOR PUBLIC COMMENT

79. Notice of this Amendment shall be published in the Federal Register and in a daily newspaper of general circulation in the area affected. The notice shall provide for a period of not less than thirty (30) days for public comment. The Settling Respondents, United States and the State reserve the right to withdraw their consent if the comments regarding this Amendment disclose facts or considerations which indicate that this Amendment is inappropriate, improper, or inadequate.

XXI. EFFECTIVE DATE

80. The Effective Date of this Amendment shall be the date upon which the United States and the State issue written notice to the Settling Respondents that the public comment period pursuant to Section XX (Opportunity for Public Comment) has closed and that comments received, if any, do not require modification or withdrawal from this Amendment.

XXII. TERMINATION / MODIFICATION

81. If any Party determines that any or all of the obligations under Section VI (Access/Notice to Successors in Interest and Assigns) are no longer necessary to ensure compliance with the requirements of this Amendment, that Party may request in writing that the other Parties agree to terminate the provision(s) establishing such obligations.
82. If the Funding Agreement and/or the Golf Course Agreement is modified or terminated for whatever reason, the Parties agree to meet and confer to determine whether and to what extent the Amendment can or should remain in force.

83. If funding under either the Funding and/or Golf Course agreement is terminated or withheld, the Parties agree to meet and confer to determine whether and to what extent the Amendment can or should remain in force.

84. Any modifications to this Amendment or any Exhibits thereto shall be in writing and effective when signed by duly authorized representatives of EPA, MDEQ, and the Settling Respondents.

XXIII. NOTICES AND SUBMISSIONS

85. Any notices, documents, information, reports, plans, approvals, disapprovals, or other correspondence required to be submitted from one party to another under this Amendment, shall be deemed submitted upon the date of receipt by email, hand delivery, certified mail/return receipt requested, express mail, or facsimile. Submissions to Settling Respondents must be to:

Anaconda-Deer Lodge County
800 Main Street
Anaconda, MT 59711
Attn: Chief Executive

With copies to:

Anaconda-Deer Lodge County
800 Main Street
Anaconda, MT 59711
Attn: County Attorney

Submissions to the Authority must be to:

Old Works Golf Course, Inc.
1200 Pizzini Drive
Anaconda, MT 59711
Attn: President
Submissions to EPA must be to: Remedial Project Manager
EPA Region 8, Montana Office
10 West 15th Street, Helena, MT 59626

With copies to:
State Project Officer
Anaconda CERCLA Site
Department of Environmental Quality
Remediation Division
P.O. Box 200901
Helena, Montana 59620-0901

XXIV. EXHIBITS AND DOCUMENTS INCORPORATED BY REFERENCE

86. The Exhibits to this Amendment are as follows and are hereby incorporated by reference:

Exhibit A - Final Old Works Golf Course Operations and Maintenance Plan
September 26, 2019

Exhibit B - Parcel Reconfiguration and Modification of Restrictive Covenants Agreement (Golf Course Parcel)

Exhibit C - Parcel Reconfiguration and Modification of Restrictive Covenants Agreement (Old Works Historic Trail System Parcel)

Exhibit D - Parcel Reconfiguration and Modification of Restrictive Covenants Agreement (Red Sands Parcel)

Exhibit E - Modification of Restrictive Covenants Agreement (East Anaconda Yards Parcel)

Exhibit F - Modification of Restrictive Covenants Agreement (Drag Strip Parcel)

Exhibit G - Modification of Restrictive Covenants Agreement (Mill Creek Parcel)
Exhibit H - Modification of Restrictive Covenants Agreement (Stucky Ridge Parcel)

Exhibit I - Residential Attic Abatement Implementation Plan

Exhibit J – Deed (Ballfields/Industrial Park Parcel)

Exhibit K – Deed (Lumber Yard Parcel)

Exhibit L – Sample Transfer and Certification Form
IT IS SO AGREED:

ANACONDA-DEER LODGE COUNTY

BY:

______________________________
Bill T. Everett
Chief Executive Officer        Date
IT IS SO AGREED:

Old Works Golf Course, Inc.

BY:

_________________________
Daryl Dodd
President

Date
IT IS SO AGREED:

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

BY:

______________________________
Christopher A. Thompson
Associate Regional Counsel for Enforcement
Region 8

Date
IT IS SO AGREED:

UNITED STATES DEPARTMENT OF JUSTICE

BY:

__________________________

Todd Kim
Assistant Attorney General
Environment and Natural Resources Division

Date
IT IS SO AGREED:

STATE OF MONTANA

BY:

__________________________
Chris Dorrington
Director
Department of Environmental Quality

Date
Exhibit L
Sample Transfer and Certification Form

Certification of XYZ Corporation

XYZ Corporation certifies that the following information is true and accurate:

1. Pursuant to Section XVII (Parties Bound/Transfer of Covenant) of the Amendment of Agreement and Covenant Not to Sue, EPA Docket No. CERCLA-94-12, ("Amendment"), and subject to this Certification, Anaconda-Deer Lodge County (ADLC) intends to transfer to XYZ all of the rights and benefits held by ADLC under the Amendment, upon XYZ's assumption of the obligations set forth in this Certification and acquisition of the property located at ________________, Anaconda, Montana, (Property) more fully described in Attachment A, the legal description of the property attached hereto.

2. XYZ acknowledges that the Property is part of the Anaconda Smelter Superfund Site (Site).

3. XYZ has reviewed the Amendment. Pursuant to Section XVII (Parties Bound/Transfer of Covenant), XYZ hereby agrees and certifies that XYZ shall, to the extent provided for in this Certification, be bound by and subject to the terms of the Amendment and will act consistent with the terms of the Amendment; provided that such Amendment and Certification by XYZ shall become effective only upon transfer of title to the Property from ADLC to XYZ.

4. To the best of its knowledge, XYZ has not caused or contributed to the release or threat of release of any Existing Contamination, as that term is defined in the Amendment, at the Site.

5. XYZ will comply with the restrictive covenants in Paragraph 38.f.ii of the Amendment.
6. XYZ will permit access to the Property and provide notice to successors in interest and assigns, as set forth in Section VI (Access/Notice to Successors in Interest) of the Amendment.

7. XYZ will exercise due care at the Property and cooperate with EPA and the State as set forth in Section X (Due Care) of the Amendment.

8. XYZ will not interfere with response actions taken on or around the Property.

9. XYZ will comply with obligations in Section XIX (Document Retention) of the Amendment.

10. XYZ acknowledges the benefits and rights provided by the Amendment to XYZ for the Property are limited to the Existing Contamination on the Property as of the Effective Date of the Amendment. XYZ has taken steps to avail itself of protections afforded a "bona fide prospective purchaser" under 42 U.S.C. Sections 9601(40) and 9607(r)(1), and will continue to maintain its status as a "bona fide prospective purchaser" for the duration of its interest in the Property, including taking reasonable steps in accordance with 42 U.S.C. Section 9601(40).

11. By submission of this Certification to EPA and the State, signed by a person authorized to bind the party making this request for the transfer of the covenant not to sue, XYZ is requesting that EPA and the State give written consent to the transfer of all the rights and benefits and certain obligations identified in this Certification, with respect to the Property, currently held by ADLC, which provides the rights and benefits set forth in Section XIV (Covenants Not to Sue) and Section XVI (Effect of Settlement/Contribution Protection) of the Amendment. By countersigning the Certification below, EPA and the State hereby provide such written consent.

12. XYZ acknowledges that at any time EPA and/or the State determine that XYZ's Certification is materially inaccurate or incomplete, the Covenant Not to Sue and Contribution Protection set forth in Sections XIV and XVI
of the Amendment shall be null and void and the United States, EPA, and
State of Montana reserve any and all rights they may have.

13. XYZ acknowledges that in cases of future transfer of ownership of the
Property, EPA and the State will direct purchasers to the self-
implementing statutory liability protections provided in the “bona fide
prospective purchaser” provisions under 42 U.S.C. Sections 9601(40) and
9607(r)(1), which are intended to enable private parties to save time and
costs, in part by avoiding EPA involvement in the majority of private
property transactions. EPA’s 2019 Policy on the Issuance of Superfund
Comfort/Status Letters (Aug. 21, 2021) may also be of interest to future
purchasers of the Property, available at

14. Should the Amendment be modified, amended, or otherwise changed,
XYZ shall, in its discretion, have the option to become subject to the
terms, conditions, and obligations of any future amended or modified
Amendment. Otherwise, XYZ shall be subject to the terms of this
Certification.

15. For further reference, upon the transfer or assignment of the Property to
XYZ, all notices and submissions required under the Amendment shall be
sent to the following contact person: [name], [title], at the following
address: [address], [city], Montana [zip code].

Certified by:

XYZ

By: ____________________________ Date: ______________
[name]
[title]
The State of Montana hereby gives written consent to the transfer of the Amendment.

By: ___________________________          Date: ______________
[name]
[title]

The U.S. Environmental Protection Agency hereby gives written consent to the transfer of the Amendment.

By: ___________________________          Date: ______________
[name]
[title]
CALL FOR BIDS
2022 POLICE PACKAGE PICKUP – 4-WHEEL DRIVE/ALL WHEEL - 4 DOOR
MINIMUM STANDARD EQUIPMENT
Anaconda-Deer Lodge County

The Anaconda-Deer Lodge County Commission is requesting bids for a 2022 Police Package Pickup – 4 Wheel Drive/All Wheel 4 door. Bids must be submitted in a sealed envelope marked “Sealed Bid-Police Package” to the Chief Executive’s Office, Anaconda-Deer Lodge County Courthouse, 800 Main Street, Anaconda, MT 59711, no later than 5:00 p.m. Friday, August 4th, 2022. The bids will be reviewed by the Commission at the Commission Work Session of August 9, 2022 and awarded at the subsequent Commission Meeting.

Copies of the specifications may be obtained at the Anaconda-Deer Lodge County Chief Executive’s Office at 800 Main Street, Anaconda, Montana.

Bidders must submit with their bid the latest printed specifications and advertising literature on the units they propose to furnish. The bidder shall list on a separate sheet of paper any variations from, or exceptions to, the conditions and specifications of this bid. This sheet shall be labeled “Exception(s) to Bid Conditions and Specifications,” and shall be attached to the bid.

Vehicle will need to be completed and delivered by October 31, 2022.

Awards will be made based on the best value offered. Clauses requiring specific guarantees to cover parts delivery, total repairs and resale value may be included. The quality of the articles to be supplied, their conformity with the specifications, their suitability to requirements, delivery terms and guarantee clauses shall be taken into consideration.

Anaconda-Deer Lodge County reserves the right to waive any informalities in the bidding and to reject any or all bids and to award bids most advantageous to the County.

Dated this 13th day of July, 2022.

________________________________________
Bill T. Everett, Chief Executive

Anaconda Leader:
Please publish:
Friday, July 22nd
Friday, July 29
Purchase Order No. ____________ charged to Law Enforcement. Thank you.
• 6.4L V8 HEMI MDS Engine
• 8 Speed Automatic 8HP75-LCV Transmission
• Billet Silver Metallic Clear Coat or Black
• HD Cloth 40/20/40 Split Bench Seat
• 730 AMP Battery
• Power Windows and Door Locks
• Push Button Start
• Tow-Power Adjustable Heated Mirrors
• Chrome Appearance Package
• Clearance Lamps
• Fog Lamps
• LED Bed Lighting
• Tow Hooks
• Uconnect 5 with 8.4” Display
• 3.73 Rear Axle
• Rear Window Defogger
• Power Sliding Window
• Floor Covering Carpet
• Front and Rear Floor Mats
• LT275/70R18E OWI On/Off Road Tires
• Trailer Brake Control
• Class V Receiver Hitch w/4 & 7 Pin Connector
• Flash Headlights and Taillights
• Four Whelen T-Ion Grill Lights 2-R/W 2-B/W
• Whelen Cenator Roof Bar R/B
• R/B Intersector Mirror Lights
• Setina Dual Gun Rack
• Setina Full partition
• Setina Window Armor
• Havis Console
• Havis Cup Holders
• Havis 12 Volt Outlets
• Antenna and Coax
• Stalker Radar
• Whelen Core Siren
• Whelen Siren Speaker and Bracket
• Install Radio and Camera System Provided by the customer
• Fuse Block, Fittings, Breaker, and Connectors
• Transportation to Anaconda Montana
Anaconda-Deer Lodge County

Position Description

Department: Fire Department

Position: Captain

Accountable To: Fire Chief

SUMMARY OF WORK:
Under the general supervision of the Fire Chief, responds to fire alarms and medical emergency calls. Performs firefighting and emergency medical service duties, drives and operates fire/ambulance apparatus and participates in fire prevention programs including inspections and station maintenance. Fire department employees are also required to attend all fire and medical related training.

JOB CHARACTERISTICS:

Nature of Work: This position is involved in operating fire-fighting and emergency medical service equipment and may involve strenuous physical labor under life threatening situations. As our service consists of an Emergency medical transporting service, firefighters/EMT’s are in contact with sick and sometimes contagious patients, body substance isolation must be followed at all times !!!.

Personal Contacts: Frequent contact with public, hospitals, other departments as well as public officials as emergency situations require.

Supervision Received: Directed in Fire/EMS duties by Fire Chief.

Supervision Exercised: Directs the efforts of Firefighter/Emergency Medical Techs.

Essential Functions: Directs the activities of Fire personnel during an assigned shift. Communicates with management, peers, subordinates, and other County employees to assign and coordinate emergency scene asks, evaluate performance, and establish and maintain effective working relationships. Communicates with the general public in order to conduct business inspections, participate in public education, community relations, and fire prevention programs and activities.

AREAS OF JOB ACCOUNTABILITY AND PERFORMANCE

• Responds to fire and EMS emergencies
• Inspects, fire/EMS documentation
• Organizes and administers shift training, fire prevention, search and rescue

REVISED:
• Maintains and cleans facility as well as equipment and apparatus’
• Performs other duties as required or as assigned by the County
• Acts in capacity of Fire Chief’s absence

JOB REQUIREMENTS

Knowledge: This position shall meet all qualification standards as prescribed in the Montana State Paramedic License, a thorough knowledge of Anaconda-Deer Lodge County’s streets and roads, apparatus and equipment operation, Anaconda city water system, firefighting and rescue techniques, Emergency Medical Technician practices and the common knowledge of NFPA-1 Fire Codes or Any Fire Code adopted by A-DLC.

Skills: This position requires skills in the use of firefighting and EMS equipment; application of firefighting and EMS Paramedic techniques and methods. This position requires a Montana Paramedic License. After a 24 month of hire, this position must have the required credentials for emergency responses.

Abilities: This position requires ability to supervise and direct subordinates to communicate effectively, orally and in writing; follow verbal and written instructions; establish effective working relationships with fellow employees, supervisors and the public.

EDUCATION AND EXPERIENCE

The above knowledge, skills and abilities are typically acquired through a combination of education and experience equivalent to:

• High School Diploma or GED and must be NFPA Fire Officer 1 and NFPA Firefighter 1.
• If an employee is hired as Captain and is hired without all required credentials, employee must show path of completion of required credentials within the 24 months of hire. Progress of obtaining credentials will be monitored by management on a quarterly basis. If employee is not on track during the probationary period, termination is possible. If employee was promoted within, employee will be returned to his/her position before being promoted to Captain.

OTHER REQUIREMENTS

• Must establish residency in Anaconda Deer Lodge County within ninety (90) days.
• Must possess a valid Montana Driver’s license at all times.
JOB PERFORMANCE STANDARDS:

Evaluation of this position will be based primarily upon the preceding job description requirements and duties. Examples of job performance criteria include, but are not limited to, the following:

- Performs assigned duties.
- Takes appropriate steps in protecting life and property during fires and other emergency situations.
- Conducts maintenance, training and inspections as required.
- Supervises all employees while on staff.
- Handles QA-QI medical reports as needed.
- Maintains accurate records prepares and submits accurate reports in a timely manner.
- Responds to alarms as soon as possible.
- Adheres to appropriate safety standards.
- Observes and maintains work hours.
- Demonstrates punctuality and attendance.
- Deals effectively with the public.
- Establishes and maintains effective working relationships with fellow employees, supervisors, and the public.

Disclaimer: The above statements describe the general nature, level, and type of work performed by the incumbent(s) assigned to this classification. They are not intended to be an exhaustive list of all responsibilities, demands, and skills required of personnel so classified. Job descriptions are not intended to and do not imply or create any employment, compensation, or contract rights to any person or persons. Management reserves the right to add, delete, or modify any and/or all provisions of this description at any time as needed without notice. This job description supersedes earlier versions.

I ___________________ have reviewed the above job description. Date:

Employee
ANAconda-deer LODGE COUNTY

POSITIOn DEsCRIPTION

DEPARTMENT: Fire

POSITION: Firefighter/EMT-Paramedic

ACCOUNTABLE TO: Fire Chief

SUMMARY OF WORK:

Under the general supervision of the Fire Chief, responds to fire alarms and medical emergency calls. Performs firefighting and emergency medical service duties, drives and operates fire/ambulance apparatus and participates in fire prevention programs including inspections and station maintenance. Fire department employees are also required to attend all fire and medical related training.

JOB CHARACTERISTICS:

Nature of Work: This position is involved in operating and maintaining firefighting/ambulance equipment and may involve strenuous physical labor under life threatening situations. As our service consists of the Emergency medical transporting service, Firefighter Paramedics's are in contact with sick and sometimes contagious patients.

Personal Contacts: Frequent contact with the public and with other departments and officials as emergency situations require.

Supervision Received: Directed in firefighting and other duties by administrative superior officer.

Supervision Exercised: None.

Essential Functions: Responds to alarms and assists in the supervision of fires; including rescue, forcible entry, ventilation, salvage work, setup and connection of hose lines, operation of nozzles, transportation of men to and from fire/accident
scenes, operates engines, aerial apparatus and ladders according to standards. Participate in periodic testing of pumps, ladders, and other equipment. Respond to medical calls; follow all state protocol as well as direction outlines by the Anaconda Fire Department Medical Director. Operates ambulance apparatus as well as performs general maintenance, cleaning and restocking of supplies on ambulance apparatus. EMT-P, ACLS and PALS status must be maintained as well as current CPR for the professional rescuer certification. All training must be attended unless preapproved by fire chief or shift commander.

AREAS OF JOB ACCOUNTABILITY AND PERFORMANCE:

- Maintain and cleans departmental equipment and property.
- Conducts Fire prevention activities.
- Inspects, Fire/Ems documentation.
- Performs inspections for fire prevention and pre-fire planning.
- Assists in training new employees in routine fire suppression as well as the medical operations of the Anaconda-Deer Lodge County Fire Department.

JOB REQUIREMENTS:

JOB REQUIREMENTS: Knowledge: This position requires knowledge of modern fire suppression, prevention, and equipment techniques; emergency medical services procedures including airway management, trauma and medical emergencies. Knowledge of obstetrics, human anatomy and physiology, and psychiatric emergencies. Knowledge of building construction, electricity, explosives, hazardous chemicals, liquids and gasses, and combustion qualities of materials. Knowledge of operation of special tools for fire suppression and rescue.

Skills: This position requires skills in performing emergency medical procedures; skills in use of electrocardiogram, defibrillator, pulse oximetry, glucometer and I.V. and doing blood draws. Position requires proficient firefighting skills; skills in use and maintenance of all firefighting tools, apparatus, and equipment. Skills in use of office machines including computer, radios, pagers, and calculator. Abilities: This position requires the ability to: exercise sound judgment in evaluating situations; make sound immediate decisions; react calmly in emergency situations; climb ladders; walk on uneven ground; lift and carry adult weight; visually inspect areas; hear distress calls; follow safety procedures and use safety equipment;
communicate effectively orally and in writing; follow and give verbal and written instructions; establish effective working relationships with fellow employees, supervisors, and the public.

EDUCATION AND EXPERIENCE:

The above knowledge, skills and abilities are typically acquired through a combination of education and experience equivalent to:

- High School Diploma or GED and fire training academy and/or previous fire and medical response experience.

Other Requirements:

- Shall have passed a physical examination by a practicing physician duly authorized to practice in this state.
- Must possess valid Montana Driver's License at all times.
- Must reside in the Fire district within ninety (90) days of appointment.
- Shall have EMT-P certification. Will be permitted to obtain all advanced life support endorsements within six (6) months of hire. Must be currently certified in health care provider CPR. Must obtain critical care paramedic endorsement within 12 months of hire.

JOB PERFORMANCE STANDARDS:

Evaluation of this position will be based primarily upon the satisfactory performance of the preceding job description requirements and duties. Examples of the performance criteria include, but are not limited to, the following:

- Performs assigned duties.
- Frequently required to stand, walk, climb, kneel and crawl with 40 plus pounds of gear on one's body. Handle and operate heavy objects and tools. Reaching and lifting objects above head is also required.
- Must frequently lift and or move up to 100 pounds.
- Regularly works outside in adverse weather conditions.
- Occasionally work in high, small, dark and precarious areas.
Adopted: July 2014

- Occasionally exposed to loud levels of noise, excessive heat, electrical and chemical hazards.
- On call 24 hours per day seven days a week and are expected to respond (when available) to emergencies outlined in the firefighter's labor contract and current fire department standard operating procedures.
- Be properly attired, clean and neatly shaven (firefighters must have no facial hair which may interfere with the seal of a self-contained breathing apparatus).
- Performs other duties as assigned.

Disclaimer: The above statements describe the general nature, level, and type of work performed by the incumbent(s) assigned to this classification. They are not intended to be an exhaustive list of all responsibilities, demands, and skills required of personnel so classified. Job descriptions are not intended to and do not imply or create any employment, compensation, or contract rights to any person or persons. Management reserves the right to add, delete, or modify any and/or all provisions of this description at any time as needed without notice. This job description supersedes earlier versions.

I ______________________________ have reviewed the above job description. Date: __________________

(Employee)
ANACONDA-DEER LODGE
COUNTY ORDINANCE NO.
269

AN ORDINANCE ADOPTING AND INCORPORATING THE INTERNATIONAL BUILDING
CODE, INTERNATIONAL RESIDENTIAL CODE, INTERNATIONAL EXISTING BUILDING
CODE, INTERNATIONAL ENERGY CONSERVATION CODE, INTERNATIONAL FIRE CODE &
NFPA 70

BE IT ORDAINED BY THE COMMISSION OF ANACONDA-DEER LODGE COUNTY AS FOLLOWS:
I. The Code of Ordinances, Anaconda-Deer Lodge County, Montana, Chapter 6,
   Article II,
   Section 6-19 is amended to read as follows:

ADOPTION AND INCORPORATION

A. International Building Code

   The Anaconda-Deer Lodge County Commission hereby adopts and
   incorporates per Section 50-60-301 (1) (a), MCA the International Building
   Code (IBC) as provided by the Administrative Rules of Montana (ARM)
   24.301.131, as required to be adopted by the Department of Labor and
   Industry, Building and Measurement Standards Bureau. The adoption of new
codes, appendices, chapters, and amendments become effective 30 days
after approval of the Ordinance.

   The Anaconda-Deer Lodge County Commission hereby adopts ARM 24.301.202(1) as
required, to provide for modifications to the enforcement of the International Building
Code, applicable to both the Department, and Local Government Code Enforcement
Programs.

B. International Residential Code

   The Anaconda-Deer Lodge County Commission hereby adopts and
   incorporates per Section 50-60-301 (1) (a), MCA, the International
   Residential Code (IRC), as modified by Administrative Rules of Montana
   (ARM) 24.301.154, as required by the Department of Labor and Industry,
   Building and Measurement Standards Bureau. The adoption of new codes,
appendices, chapters and amendments become effective 30 days after the
approval of the Ordinance.

C. International Existing Building Code

   The Anaconda-Deer Lodge County Commission hereby adopts and
   incorporates per Section 50-60-301 (1) (a), MCA the International Existing
   Building Code (IEBC), as provided by the Administrative Rules of Montana
   (ARM) 24.301.171, as required by the Department of Labor and Industry,
Building and Measurement Standards Bureau. The adoption of new codes, appendices, chapters, and amendments become effective 30 days after approval of the Ordinance.

D. International Energy Conservation Code

The Anaconda-Deer Lodge County Commission hereby adopts and incorporates per Section 50-60-803, MCA, the International Energy Conservation Code (IECC), as provided by the Administrative Rules of Montana (ARM) 24.301.161 and 24.301.162, as required by the Department of Labor and Industry, Building and Measurement Standards Bureau. The adoption of new codes, appendices, chapters, and amendments become effective 30 days after approval of the Ordinance.

E. International Fire Code & NFPA 72

The Anaconda-Deer Lodge County Commission hereby adopts and incorporates per Section 50-3-102, MCA the NFPA 72 as provided by the Administrative Rules of Montana (ARM) 23.12.601 and 24.301.401, as required by the Department of Labor and Industry Building and Measurement Standards Bureau. The adoption of new codes, appendices, chapters, and amendments become effective 30 days after approval of the Ordinance.

F. International Swimming Pool and Spa Code

The Anaconda-Deer Lodge County Commission hereby adopts and incorporates per Section 50-60-301 (1) (a), MCA the International Swimming Pool and Spa Code, as provided by the Administrative Rules of Montana (ARM) 24.301.175 as required by the Department of Labor and Industry, Building and Measurement Standards Bureau. The adoption of new codes, appendices, chapters, and amendments become effective 30 days after approval of the Ordinance.

II. The Code of Ordinance, Anaconda-Deer Lodge County, Montana Chapter 6, Article II, Section 6-20 Permit fees and determinishtion is amended to read as follows:

(b) Building Permit fees shall be adopted per resolution on an annual basis
Adopted this ___ day of ______

________________________________________
Mike Huotte
Anaconda-Deer Lodge County Commission

________________________________________
Lori Sturm
Clerk of the Commission

Approved as to Form:

________________________________________
Ben Krakowka
County Attorney

1st Reading/Introduction        July 19, 2022

Second Reading/Public Hearing

Final Adoption:

Effective Date:
RESOLUTION NO. 22-13
Disbursement of Economic Development Funds

A RESOLUTION authorizing the Anaconda-Deer Lodge County Commission to disburse economic development funds received from Atlantic Richfield Company to the selected businesses as recommended by the Economic Development Board at their July 13, 2022, meeting:

WHEREAS, Anaconda-Deer Lodge County supports new business development and the employment opportunities it brings to the community; and

WHEREAS, the Anaconda-Deer Lodge County Commission has appointed nine members to the Economic Development Board to vet applicants and provide funding recommendations to the Commission; and,

WHEREAS, the selected businesses submitted letters of intent in accordance with the Economic Development Board’s grant criteria and were recommended for grant funding to equal no more than 10% of total new construction costs; and,

WHEREAS, Anaconda-Deer Lodge County Commission will, upon proof of construction and expenditure, provide reimbursement and low interest loans at the listed amounts below;

NOW, THEREFORE, BE IT RESOLVED that the Commission of Anaconda-Deer Lodge County, Montana, allocate funds to the following business(es) at the listed funding amounts upon proof of expenditure.

*Murdoch’s* $700,000 grant and $700,000 loan at 1% interest

Dated this 19th day of July, 2022.

______________________________
Kevin Hart, Vice-Chairman
Anaconda-Deer Lodge County

Attest:

______________________________
Lori Sturm
Clerk of the Commission