AGENDA
ANAConDA-DEER LODGE COUNTY
COMMISSION MEETING
6 PM TUESDAY, AUGUST 2, 2022
COURTHOUSE - 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 19, 2022.
At this time, the Commission could take action to approve the minutes from the Commission meeting of July 19, 2022.

III. Approval of Claims
At this time, the Commission could take action to authorize the payment of claims numbered XXXXXX through XXXXXX 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 (2)

A. Ordinance #258 (A), Anaconda-Deer Lodge County Amended Fireworks Ordinance
At this time the Commission will take action to hold a public hearing to obtain public comment on Ordinance #258 (A).

At this time the Commission will take action to hold a public hearing to obtain public comment on Ordinance #269.

VI. Unfinished Business

A. Ordinance # 258 (A), Anaconda-Deer Lodge County Amended Fireworks Ordinance

At this time the Commission could take action to approve Ordinance # 258 (A), Anaconda-Deer Lodge County Amended Fireworks Ordinance.


C. 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

VII. New Business

A. Memorandum of Agreement between Bonneville Power Administration and the Montana State Historic Preservation Office (ADLC is an invited signatory) which includes $25,000 grant to repair, maintain, and restore the historic building at 1612 Smelter Rd. – Carl Hamming

At this time the Commission could take action to approve the Memorandum of Agreement between Bonneville Power Administration and the Montana State Historic Preservation Office (ADLC is an invited signatory) which includes $25,000 grant to repair, maintain, and restore the historic building at 1612 Smelter Rd.

B. Rehabilitation project of the Lower Gate (also referred to as the guard shack or the guardman’s cabin) at 1612 Smelter Rd. – Carl Hamming

At this time the Commission could take action to approve the Rehabilitation project of the Lower Gate (also referred to as the guard shack or the guardman’s cabin) at 1612 Smelter Rd.
C. Seymour Creek Communication Tower Lease between Reinhardt Ranch Company and Anaconda-Deer Lodge County – Carl Hamming

At this time the Commission could take action to approve the Seymour Creek Communication Tower Lease between Reinhardt Ranch Company and Anaconda-Deer Lodge County.

D. Addendum No. 2 to Remedy Coordination, Funding, and Settlement Agreement. (Residential Attic Remediation – Cary Nyman)

At this time the Commission could take action to approve Addendum No. 2 to Remedy Coordination, Funding, and Settlement Agreement. (Residential Attic Remediation)

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

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
Maintenance Building

August 2, 2022 - 6 p.m. Commission Meeting
Courthouse Courtroom

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

August 8, 2022 - 6:00 p.m. Planning Board Meeting
Courthouse Courtroom

August 9, 2022 - 6 p.m. Commission Work Session Meeting
Courthouse Courtroom

August 11, 2022 - 10:00 a.m. DUI Task Force Meeting
Community Service Center

August 11, 2022 - 4:30 p.m. Greenway Service District Board Meeting
Pioneer Technical – 307 E. Park – Anaconda

August 16, 2022 – 8:30 a.m. Tree Board
Community Service Center, 3rd Floor Conference Room

August 16, 2022 - 6 p.m. Commission Meeting
Courthouse Courtroom

August 18, 2022 - 7:00 p.m. Wise River Fire District
Wise River Fire Hall
ANACONDA-DEER LODGE COUNTY
COMMISSION MEETING
6 P.M. TUESDAY, JULY 19, 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, CEO Bill Everett, County Attorney Krakowka, and Clerk of Commission Lori Sturm

Excused Absence: District 5 Commissioner Mike Huotte

Members of the Press: Patrick Williams

Members of the Public: Per Sign-In Sheet

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

Approval of Minutes

Approval of Minutes from the Commission meeting of July 5, 2022; and the Commission Work Session Meeting of July 12, 2022

Motion made by Commissioner Vermeire to take action to approve the Minutes from the Commission meeting of July 5, 2022; and the Commission Work Session Meeting of July 12, 2022; Seconded by Commissioner Smith.

Motion Carried 4-0

Approval of Claims

Motion made by Commissioner Vermeire take action to authorize the payment of claims numbered 139536 through 139665 in the amount of $986,437.29 Seconded by Commissioner Gates.

Motion Carried 4-0

REPORTS OF BOARDS, COMMITTEES AND OFFICIALS

- **Commissioner Hart** – Attended the Park and Recreation Meeting on July 11th and attended a meeting with Adam Vauthier and 2 Discover Anaconda Board members and on July 13th attended an Economic Development Board Meeting.
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- **Commissioner Gates** – I also met with Adam Vauthier.
- **Commissioner Smith** – Nothing to Report.
- **Commissioner Vermeire** – Attended the Old Works Board Meeting and the Economic Development Meeting.
- **Commissioner Huotte** – Absent.
- **CEO Everett** – Met with Atlantic Richfield with negotiations with the mitigation funds, construction projects are going fantastic, believes we are ahead of schedule.
- **County Attorney Krakowka** – Attended the Montana County Attorney’s Conference, the DUI Task Force meeting did not have a quorum, attended a meeting for ACI Anaconda Community Intervention (Zoom Meeting) also had a youth meeting.

**PUBLIC HEARINGS: (4)**

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)

**Carl Hamming, Planning Director** – Mr. Derzay has been working diligently through the subdivision process. When he received preliminary plat approval there were 3 conditions of approval attached with the recommendation for preliminary plat approval. He has since fulfilled all 3 of the conditions. The planning department recommends approval for final plat. He is not actually increasing or having new development; this is a subdivision around 2 existing residences.

**Meeting Opened 6:08 p.m.  No Public Comments given.  Meeting Closed 6:08 p.m.**

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).

**Carl Hamming, Planning Director** – We have been leasing several the lots in the arbiter major subdivision. It is time for us to match the zoning for that entire county owned land. Half was already zoned light industrial; the other half was public/semi-public. Since we are intending to
turn this over to private businesses, this is the appropriate time to rezone the rest as light industrial.

Meeting Opened 6:10 p.m. No Public Comments Given. Meeting Closed at 6:10 p.m.

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).

Carl Hamming, Planning Director – This also carried a recommendation for approval from the last planning board meeting to update the zoning map for the east yards. The existing subdivision where The Forge Hotel is located, is already Highway commercial development district; however, the remainder of the east yards is railroad transitional development district. That requires a public hearing for pretty much any proposed use because everything is deemed a special use. By converting it over to Highway Commercial we will fall in line with the remainder of The Forge Hotel subdivision and where Murdoch’s is going. This is a better fit for the types of business that are looking at the remaining parcels.

Meeting Opened 6:12 p.m. No Public Comments Given Meeting Closed at 6:12 p.m.

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

Carl Hamming – From the June Planning Board meeting there was a unanimous recommendation for approval for the major development permit submitted by the BrightNight group. They are prepared to give a presentation.

Meeting Opened 6:13 p.m.

Presentation by Todd Haynes – BrightNight is a renewable energy developer founded in 2019 and based in Florida. The company is focused on delivering power over energy. BrightNight likes to deliver power to the grid at times when the power is most in demand, rather than just when the sun is shining. We incorporate energy storage in all our projects. This is important for utilities across the U.S. There is coordination with Northwestern Energy and this is an important project for them as well. For the Opportunity Project we propose to build a 200-megawatt solar facility on a portion of the Opportunity ponds superfund site. This will take a site that has been previously disturbed and turn it into an asset that is valuable to the Anaconda community. If approved the project would create more than 250 construction jobs, 5 permanent jobs and provide a stable tax base for the 40-year project life. Our external tax consultant estimates that the project would generate approximately 107 million dollars in tax revenue over 40 years. This would provide a steady income stream for the local public schools
as well as other A-DLC infrastructure needs. Explained that the site is made up of several terraces and each terrace steps down about 60 feet. Most of the solar panels would be situated along the lower terrace and would not be visible from Highway 1 or 48, or most of the adjacent lands. The solar panels will not be a dominant feature on the landscape. All our projects must compete against traditional generation sources. If our prices are too high . . . the utility companies will simply choose not to select our project. Comparison of New Solar vs another new generation sources such as natural gas or coal. In a most recent analysis it shows that Solar is the 2nd most cost alternative. The Opportunity ponds have already been remediated with a vegetative cap in place. We have been working closely with Atlantic Richfield and local engineering firms to understand the characteristics of the site. We need to understand them to design a solar facility which does not interfere with the existing remedy but will perform over the 40-year life. We need to come up with a detailed scope of work for the geo-technical investigation.

- **Kevin Orrino** – What a wonderful use for this property and the generation of taxes that it will create. What a great project for Anaconda. Ask for your support to move this project forward.

- **Tammy Mattson** – Speaking to you as a member of the community and a business owner, but also as a person who loves Anaconda and the children. I support NightBright, when I read over the information what this would bring to our schools and children. To be successful we must do what is right for the children. This project would help the children of Anaconda. This will be in the future history books. Look forward to seeing the progress of this.

- **Chuck Otto** – I am in favor of solar energy development. My concerns is that solar development must be in the right spot, the site is a remediated waste site. It is away from a lot of residential development; however, the Commission needs to consider is the scope of the project. We are talking 1500 acres; that is 2.5 square miles. This is a major project. It would convert an open space into an industrial site. Concerned about the visual impact. This number of solar panels cannot be hidden. The Commission could place some stipulations on the project that might alleviate some of the concerns. This could involve that tree clearing does not happen, if trees are removed, they should be replaced to screen the development. The Commission should make sure that any facilities on site should be painted to blend in with the background. Does not want to detract from the scenic beauty of the southern Deer Lodge valley. Questioned to Developer – Will the site be lighted at night?
  - **Todd Haynes** – The majority of the project will not be lit under normal conditions. Lights will be available in case the work is not be done for maintenance or repairs. The substation will be lit, but there is already a substation on the south side of highway 1, so it will be similar. Any lighting we place will be downlit and shielded.

- **Dan Reardon** – I am a member of the Planning Board, but I am here representing myself tonight. I support this project. ARCO has agreed to lease this land to BrightNight. This is private property and ARCO can do with it what they want. ARCO has probably spent a couple of hundred million dollars in Anaconda doing remediation in the last 30-
35 years. They will not be here forever. We need to find some ways to diversify our economy, and this would be a great project to do that. Believes this project would aid in Climate Change effort. I support the project and believes it would be a great resource and a source for property tax for the community.

- **Con Malee** – We have been working toward this goal for over 5 years. It has been a long task to get development and tax infrastructure on top of superfund sites. It has no value to us. It is a toxic landfill. There is no taxable value to the county right now. We are proposing this development would provide over a hundred million dollars to Deer Lodge County. This would be new tax revenue. It will not be an easy project to pull together, because a lot of things have to happen. There must be an agreement that the Commission would be willing to take the risk and say “Yes” this is a great opportunity. BrightNight is on board with Deer Lodge County. There are many permits required to move the project forward and would also require federal (EPA) approval. One component we need is an interconnection agreement with NorthWestern Energy. That Interconnection has been approved by NorthWestern. They would take this energy and place it in their substation in Mill Creek. Next, we need to find an end-use customer. With that we could get financing for the project and move forward. The real value is that Atlantic Richfield is onboard supporting and encouraging this development.

- **Lauren Burmeister, Atlantic Richfield** – I am here to speak in support of this project. I have been working with the CEO to look at development opportunities throughout the county in particular with the remediated properties. The Opportunity Pond is unique because it is a waste management area. They are an area that is holding several hundred million tons of tailings. The redevelopment opportunities for this piece of property are almost nonexistent. The nice thing is they lend themselves well to solar. Solar is a non-intrusive development. They can get into the ground without impacting the remedy, and then they will be there for the long term. It is a nice opportunity to reuse property that would otherwise not be useable. The Opportunity ponds are situated in a spot that really are not visible from many areas.

**Meeting Closed 6:39 p.m.**

**UNFINISHED BUSINESS**

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** – I helped to negotiate this with EPA, the County, the Department of Justice, and Montana DEQ. This updates an agreement the County entered in 1994. This is more appropriate for the current version superfund law. It is a 45-page agreement, I can answer questions.
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Motion made by Commissioner Gates to 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; Seconded by Commissioner Smith.

Motion Carried 4-0

Anaconda-Deer Lodge County Personnel Policy Manual

Motion made by Commissioner Vermeire to take action to approve the Anaconda-Deer Lodge County Personnel Policy Manual; Seconded by Commissioner Gates.

Motion Carried 4-0

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

Motion made by Commissioner Gates to take action to approve the Request to Call for Bids 2022 Police Package Pickup – 4 Wheel Drive/All-Wheel – 4 Door, Minimum Standard Equipment; Seconded by Commissioner Vermeire.

Motion Carried 4-0

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

Motion made by Commissioner Vermeire to take action to approve the Service Agreement and Memorandum of Understanding Between Anaconda-Deer Lodge County and the Hearst Free Library Board of Trustees; Seconded by Commissioner Smith.

Motion Carried 4-0

Chronic Disease Prevention and Health Promotion Program Subcontractor Agreement

Anaconda-Deer Lodge County Health Department

Motion made by Commissioner Gates to take action to approve the Chronic Disease Prevention and Health Promotion Program Subcontractor Agreement Anaconda-Deer Lodge County Health Department; Seconded by Commissioner Vermeire.

Motion Carried 4-0
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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)

Motion made by Commissioner Gates to 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); Seconded by Commissioner Smith.

Motion Carried 4-0

Task Order Number 23-07-1-01-111-0 to the Master Contract Effective July 1, 2019, 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)

Motion made by Commissioner Vermeire to take action to approve Task Order Number 23-07-1-01-111-0 to the Master Contract Effective July 1, 2019, 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); Seconded by Commissioner Gates.

Motion Carried 4-0

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

Motion made by Commissioner Gates to take action to approve the Montana Department of Commerce Main Street Program Contract #MT-MMS-PL-22-005; Seconded by Commissioner Smith.

Motion Carried 4-0

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

Motion made by Commissioner Vermeire to take action to approve the Anaconda-Deer Lodge County/Housing Authority of the City of Anaconda - CDBG Planning Grant Application for Housing Site Redevelopment Plan; Seconded by Commissioner Smith.

Motion Carried 4-0
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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.

**County Attorney Krakowka** – An excellent way to assist the children while keeping us an arms distance from the Fair Board.

Motion made by Commissioner Gates to take action to approve the 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; Seconded by Commissioner Vermeire.

*Motion Carried 4-0*

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

Motion made by Commissioner Vermeire to reappoint Colleen Riley to the A-DLC Planning Board; Seconded by Commissioner Gates.

*Motion Carried 4-0*

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

Motion made by Commissioner Gates to reappoint Randy Johnson to the A-DLC Airport Board; Seconded by Commissioner Smith.

*Motion Carried 4-0*

**Special Event Permit – Smelter City Recreation Complex – Smelter City Scamper, August 8, 2022**

**Rose Nyman** – There is some conflicting information. The application states the race will start and finish at 4th and Main. The accompanying paperwork states it will start at Hickory and Third. I was looking for information if the street would be blocked.

- **Commissioner Hart** – We will have to check about blocking the street. We will leave that to the Chief Executive to sort out
- **Commissioner Vermeire** – The map route states it starts at Hickory and Third and will finish at Hickory and Third.
Motion made by Commissioner Gates to take action to approve the Special Event Permit – Smelter City Recreation Complex – Smelter City Scamper, August 8, 2022; Seconded by Commissioner Smith.

Motion Carried 4-0

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).

Motion made by Commissioner Gates to 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); Seconded by Commissioner Vermeire.

Motion Carried 4-0

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).

Motion made by Commissioner Vermeire to 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); Seconded by Commissioner Gates.

Motion Carried 4-0
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).

Motion made by Commissioner Gates to 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); Seconded by Commissioner Smith.

Motion Carried 4-0

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

CEO Everett – To get to this point has been 5 ½ years in the making. I can’t begin to explain the amount of time, effort, manpower, planning and finances to get to this point. This is just one step in the process. We are still a long way from the finish line. It is a crucial step and shows our partners that A-DLC would like to be a part of. We have the possibility of turning one of the largest waste management sites in the country into the largest tax bases. This property really has no other uses. It is not viable for other entities or resources. We were a big part of the industrial revolution. Now we could be a part of producing one of the largest green energy facilities in the northwest. Anaconda being known as a producer of green energy. My belief in BrightNight as a partner is 10 out of 10. They are not this for economic gain. Their CEO is trying to change the world. They are doing this for the greater good of the earth. British Petroleum is willing to partner with the concept of green energy. Ask the commission to approve this project.

- County Attorney Krakowka – This could be a benefit to this community potentially through a tax base, and a production of a useful product. Encourage the Commission to support the project.

Motion made by Commissioner Vermeire to take action to approve the Major Development (MDP) to permit BrightNight to construct a solar energy project on Atlantic Richfield Company Property within the Opportunity Ponds; Seconded by Commissioner Gates.

Motion Carried 4-0

NEW BUSINESS

A-DLC Position Description for Captain of Fire Department – CEO Everett
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Erick Brittain, Fire Chief – There are some position descriptions that are quite antiquated in the fire department. One of these is the captain position. It was based basically on seniority and not merit. This job description turns that around. With the new growth in the community and the fire district we need to have our future leaders be with the national standards and up with the times. This job description puts more stipulations on our future leaders.

- **Commissioner Hart** – I see in the edited version that is a strikethrough on a thorough knowledge of Anaconda-Deer Lodge County’s streets and roads.
- **Erick Brittain** – It is implied that if they made it to the 5-year mark or are a senior member of the fire department they would know the streets.
- **CEO Everett** – This is just another step moving our fire department forward.

Motion made by Commissioner Gates to take action to approve the A-DLC Position Description for Captain of Fire Department; Seconded by Commissioner Smith.

Motion Carried 4-0

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

Erick Brittain, Fire Chief – We owe the citizens to provide the highest level of care. The highest level of care is an EMP-Paramedic. Currently we do not have a job description for that. This is the first step.

Motion made by Commissioner Vermeire to take action to approve the A-DLC Position Description for Firefighter/EMT-Paramedic; Seconded by Commissioner Smith.

Motion Carried 4-0

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)

Carl Hamming, Planning Director – On June 10th the Department of Labor adopted a new administrative rule of Montana that requires all certified jurisdictions to update the International Building Codes to match what the state has adopted. We have 90 days to adopt and follow suit.

Motion made by Commissioner Gates to take action to set a Public Hearing Date of August 2nd, 2022, 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; Seconded by Commissioner Vermeire.
Motion Carried for a Public Hearing Date of August 2\textsuperscript{nd}, 2022, 4-0

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)

CEO Everett – Many people were frustrated not being able to purchase something as simple as socks. I wanted to secure a business that might perhaps meet that need and other needs. I met with the Murdoch’s group and investment group led by Rex Leipheimer. There were financial restraints that prohibited or made them nervous about coming into our community. Trying to bring them into Anaconda (an unknown environment) was difficult. One of the financial speed bumps was building on a superfund site. They needed some financial dollars to assure them getting through this. This comes back to the concept of Atlantic Richfield providing economic development funds. Murdoch’s is building a 7-million-dollar facility. With a 7-million-dollar facility coming into the community we are offering 10\% grant monies as well as a $700,000 short term 1\% loan for 5 years. Instead of Anaconda traveling to Butte, now we will see people from P-Berg, Deer Lodge, and the Big Hole Valley, traveling to Anaconda to shop, maybe go to Barclay’s for dinner, or even spend the night, and possibly golf. It gets the dollar circulating in our community.

- Commissioner Vermeire – This is part of the settlement with Atlantic Richfield.
- CEO Everett – Missoula was beat out by Anaconda for a Murdoch’s store.
- Commissioner Hart – This grant and loan is in keeping with the agreement that Anaconda-Deer Lodge County has with Atlantic Richfield.

Motion made by Commissioner Vermeire to 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. (Murdoch’s Project); Seconded by Commissioner Smith.

Motion Carried

MISCELLANEOUS

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

Dan Reardon – Questioned about the Dwyer School and what is happening?
  • CEO Everett – We took that on in trying to do the right thing for the community. We thought it was going to be a Head Start facility. We want to have it be something the area approves of. We hope to find out if we have another early childhood program in the next 30 days. If it doesn’t happen that property will go out for proposals and see what comes in. We want something the residents will approve. We would ask the area residents to participate in a meeting. We do not want to own that through the winter. Vacant buildings attract problems. We need to get it back into reuse.

Kevin Orrino – Provided a quick update on the Smelter City Estates project. Hoffman showed up last week after about a 7-week delay. There was supposed to be a 10-day review process from DEQ, and it is up to 40 days. We hope to be back in October for a final plat.

Rose Nyman – Shared with the officials the nice comments that she heard over the weekend. Many were impressed with the way Anaconda looks, and the improvements they see. Thank you and thank you to the Park and Rec. employee who groomed Kennedy Common for the car show. It was pristine and looked beautiful.

ADLC Meeting Dates and Times

Commissioner Hart - read the meeting dates and times.

ADJOURNMENT

Meeting Adjourned at 7:29 p.m.

_________________________  ___________________________
Lori Sturm                              Kevin Hart
Clerk of Commission               Commission Vice Chair
Ordinance # 258 (A)

Anaconda-Deer Lodge County Amended Fireworks Ordinance

BE IT ORDAINED BY THE COMMISSION OF ANACONDA-DEER LODGE COUNTY AS FOLLOWS.

I. The Code of Ordinances, Anaconda-Deer Lodge County, Montana, Chapter 10, article IV, Section 10-84 shall be amended as follows:

SEC. _______ 10-84 SELLING AND DISCHARGING DATES AND TIMES.

A. The selling and discharging of fireworks within the incorporated limits of Anaconda Deer Lodge County shall be June 24th through July 5th from 8 am to midnight.

The selling and discharging of fireworks within the incorporated limits of the County shall be July 1 through July 4 from 8:00 a.m. to midnight

B. In addition to section (A) above, fireworks may be discharged within Anaconda-Deer Lodge County on the following times and events:
   a. December 31 from 10:00 p.m. to 12:30 a.m. January 1.
   b. The day before, the day of, and the day after the local high school graduation.
   c. By special event permit approved by the Commission and reviewed by the Fire Chief or his designee.

C. Professional Fireworks Displays using display fireworks. Public displays of fireworks by a licensed, bonded pyrotechnic operator are exempt from CODE SECTION. Permits for any public display by a licensed bonded pyrotechnic operator from the Fire Department are required to conduct a public fireworks display. "Display Fireworks" means an aerial shell, salute, flash shell, comet, sky battle, mine, and any similar 1.3g (display fireworks) and 1.4g (consumer fireworks) explosive as defined by the U.S. Department of Transportation in Part 173, Title 49, Code of Federal Regulations.

D. The Chief Executive Officer may, at his discretion and in the interest of public safety, order an emergency ban on the use and sale of fireworks pending an approval of the Chief Executive Officers actions at the next subsequent Commission meeting.

SEC. _______ 10-85 - POSSESSION ILLEGAL.

A. Possession of fireworks not allowed to be sold or discharged by the State of Montana shall be illegal.

B. It shall be unlawful for any parent, guardian, or custodian of any child, the child being age seven (7) or younger, to permit or consent to the possession or discharge by the child of any fireworks as defined herein, unless that parent, guardian or custodian be in direct supervision of the child at the time of discharge. For purposes of CODE SECTION
"direct supervision" means the overall direction and control of an individual and requires the individual furnishing direct supervision to be present and immediately available to furnish assistance while he or she is in possession of or is discharging any and all fireworks. Direct supervision also requires the individual directly supervising to control the application of flame or other means of discharge of the firework and must be no greater than ten (10) feet away from the individual being directly supervised at time of the firework's discharge.

SEC. _______ 10-86 - PERMISSIBLE FIREWORKS.

Shall be the same as those authorized by the State of Montana.

SEC. _______ 10-87 - LITTERING ILLEGAL.

It shall be illegal for anyone to leave debris from discharged fireworks on any public place including but not limited to parks, sidewalks, streets, and alleys, or on private property not owned by the individual discharging the fireworks.

SEC. _______ 10-88 - ENFORCEMENT.

A. Law Enforcement and Firefighters shall enforce these rules and regulations.
B. Any official charged with enforcing these rules and regulations may:
   1. Issue a Notice to Appear to Anaconda-Deer Lodge County Justice Court for violations of this Chapter.
   2. Seize illegal fireworks that are offered for sale, sold, or in the possession of any individual in violations of this chapter.
   3. Recommend to the Planning and Community Development Department that any wholesaler/retailer found in violation of this chapter have his/her license revoked.
C. Any person who violates these rules and regulations shall be guilty of a misdemeanor and subject to the following fines.

1st Offense—Fifty dollars ($50.00).
2nd Offense—One hundred dollars ($100.00).
3rd Offense—Three hundred dollars ($300.00).
4th and higher—Five hundred dollars ($500.00).

SEC. _______ 10-89 - FIREWORKS PROHIBITED IN PUBLIC PARKS & RESTRICTIONS:

A. Fireworks may not be discharged in any Anaconda-Deer Lodge County park.
B. Fireworks may not be discharged on the Kennedy Common.
C. Any fireworks discharged on any other ADLC property cannot interfere with the use by the public.

SEC. 10-90 - FIREWORKS STANDS AND PERMIT FEES.

A. Anyone, group or organization wishing to sell fireworks within the incorporated boundaries of Anaconda-Deer Lodge County shall obtain a special permit. The fees collected from the permit shall cover the costs to issue said permit; to inspect the fireworks stands; and costs of enforcement.

B. Operators of fireworks stands shall educate all patrons on the
   1. Legal, safe use of fireworks
   2. The dates and times allowed for fireworks to be discharged, and
   3. The requirement to clean up all debris left from discharged fireworks.

C. Fireworks stand permit fees shall be $100.00.

D. All firework stands will be inspected by the Fire Chief or his designee of the fire district in which the stand is placed before opening for business. The Fire chief or his designee may randomly inspect firework stands in their respective fire district.

Dated this ______ day of August, 2022.

________________________________________
Mike Huotte, ADLC Commission Chairman

________________________________________
Lori Sturm, ADLC Commission Clerk

First Reading/Introduction: July 5, 2022
Second reading/Public Hearing: August 2nd, 2022
Adopted: ____________________________
Effective date: ______________________
Dear Commissioners,

I cannot attend the meeting in person on Aug 2. I would like to add my support to the amendment to sell and discharge fireworks from July 1st through the 4th.

Thank you, Susan Fish
July 6, 2022

RE: ADLC Fireworks Ordinance #258 A, Article IV, Sec 10-84

Dear ADLC County Commission:

We wholeheartedly embrace a change to the ordinance to shorten firework sales and use!
For twelve long days and nights our sleep suffers. Our pets suffer to the point of requiring medication. We can only imagine how a person with Post-Traumatic Stress Disorder must suffer.
This year we picked up a large garbage bag of debris from our yard, our roof, and our cars. The fire risk is real. The damage to our cars' paint is real.
The debris of a homemade "bomb" was discovered in the alley. Multiple "rockets" had been taped together, then detonated. That would explain the repercussive force that rattled our windows.

PLEASE alter this ordinance to reduce the number of days we suffer each year in the name of celebrating our freedom.

Thank you for your consideration.

Peter and Deya Swanson
418 Birch St
Anaconda
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, Momntana 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

1st Reading/Introduction July 19, 2022
Second Reading/Public Hearing August 2, 2022
Final Adoption:
Effective Date:
Exhibit B

SERVICE AGREEMENT AND MEMORANDUM OF UNDERSTANDING BETWEEN

ANACONDA-DEER LODGE COUNTY AND THE

HEARST FREE LIBRARY BOARD OF TRUSTEES

This Service Agreement and Memorandum of Understanding ("Agreement") is entered into this ___ day of _____________ 2022 between the Anaconda-Deer Lodge County of Anaconda, Montana, a municipal corporation of the State of Montana (hereafter, "A-DLC"), through its Chief Executive Officer, and the Library Board of Trustees (hereafter, "Library Board"), together referred to hereafter as "the parties".

RECITALS

WHEREAS, Anaconda-Deer Lodge County has established a free public library, the Public Library ("Library") for the use of the citizens under regulations as prescribed by the Library Board, subject to approval of Anaconda-Deer Lodge County (§ 22-1-309, MCA);

WHEREAS, Anaconda-Deer Lodge County shall provide liability, workers’ compensation, and health insurance benefits for all Full Time Employees for the Library, and to make clear the rights and obligations by and between A-DLC and the Library Board, the parties desire to create this Memorandum of Understanding regarding A-DLC and the Library’s respective rights and obligations, specifically as they relate to personnel management, such as to ensure that they are clearly-defined and understood.

UNDERSTANDING OF THE PARTIES

NOW, THEREFORE, in consideration of the mutual agreements and covenants herein contained, the parties agree as follows:

1. PURPOSE: The purpose of this Agreement is to provide stability and a framework of the roles, responsibilities and relationships of A-DLC and Library Board as it relates to the efficient operation and management of the Library for the benefit of the community.

2. TERM: This Agreement shall commence for the fiscal year beginning July 1, 2022 and shall continue through and include June 30, 2023. The Agreement will automatically renew for each subsequent fiscal year unless one party provides written notice to the other at least ninety (90) days prior to the end of the term, of its intention to not renew the same.

3. OBLIGATIONS OF A-DLC:

3.A Insurance Coverage: Anaconda-Deer Lodge County agrees to provide liability, workers’ compensation, and health coverage to library employees.
3.B. Personnel costs: Anaconda-Deer Lodge County agrees to cover wages, health insurance, retirement, unemployment, etc.

3.C. Payroll and accounting: Anaconda-Deer Lodge County agrees to handle the payroll and accounting for the library.

4. OBLIGATIONS OF THE LIBRARY BOARD:

4.A. Funding Library Operations: The Library receives funding through various actions. Twelve (12) permanent mills have been voted by the public to fund the Hearst Free Library, Friends of the Library perform fundraising efforts, and some private donations.

4.B. Annual Budget: The Library Board will prepare an annual budget for approval by Anaconda-Deer Lodge County in accordance with state law (§ 22-1-309(6), MCA).

4.C. Public Entity and Open Meeting Laws: The Library Board agrees to comply with all laws pertaining to public entities including open meetings.

5. ADDITIONAL OBLIGATIONS

5.A. Anaconda-Deer Lodge County agrees to provide property coverage for the Library building and Anaconda-Deer Lodge County agrees to provide property coverage for the contents of the library.

6. OPERATION OF THE LIBRARY:

6.A. Library Board Authority: The Library Board shall have the authority to determine the policy for the operation and care of the Library and determine the selection of materials.

6.B. Personnel Management: Library employees are employees of A-DLC. Anaconda-Deer Lodge County oversees all employees hired with the Hearst Free Library including their supervision, handling of grievances, discipline and termination. All applicable A-DLC policies shall apply to all Library staff including but not limited to the personnel policies and Drug and Alcohol Testing Policies.

6.C. The Library Director and employees agree to follow the payroll and accounting procedures of Anaconda-Deer Lodge County.

6.D. Salary. The Board of Anaconda-Deer Lodge County will fix library employee salary and any annual adjustments within the approved budget. The Library Board will work with the Chief Executive Officer of A-DLC to determine a salary structure.

6.E. Building. The Library building is owned by Anaconda-Deer Lodge County. The Library Board agrees to obtain any approval with Anaconda-Deer Lodge County when any major changes or building fixes are planned or needed.
7. MODIFICATIONS: Any modifications sought to be made to this Agreement shall be agreed to by both parties and will be memorialized in writing, signed by both parties.

8. NOTICE: Any notice required or permitted under this Agreement shall be deemed sufficiently given or serviced if sent by mail or hand delivered to:
Anaconda-Deer Lodge County, CEO Office, 800 Main Street, Anaconda, MT 59711 and Library Board, 401 Main Street, Anaconda, MT 50711. Either party may, by written notice at any time during the term of this Agreement, designate a different address to which notices hereunder shall subsequently be sent. Written notice hereunder shall be deemed to have been given as of the time the same is deposited in the United States mail.

9. TIME OF ESSENCE: Time shall be of the essence of this Agreement and all the terms, covenants and conditions hereof shall be performed at or before the times herein set forth. Any forbearance on the part of either party in the enforcement of the terms and conditions of this Agreement shall in no way be construed as a waiver of default thereof or waiver of the obligatory effect of such provision.

10. CONSTRUCTION AND BINDING EFFECT: This Agreement shall be construed under the laws of the State of Montana and shall be binding upon and inure to the benefit of the respective parties, their heirs, executors, successors and assigns.

11. SEVERABILITY: If any term of this Agreement should hereafter be declared or becomes void or unenforceable by judicial decree or operation of law, all other terms of this Agreement shall continue to be effective unless the void or unenforceable terms materially defeats the manifest intent and purpose of this agreement.

12. BINDING: This Agreement shall be binding upon the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters
related to this Agreement, and the parties hereto approve and execute this Agreement.

__________________________________________

Bill T. Everett, CEO Anaconda-Deer Lodge County

* APPROVED AS TO FORM:

__________________________________________

Ben Krakowka, County Attorney

LIBRARY BOARD OF TRUSTEES

__________________________________________

Hearst Free Library, Board Chair
To the members of the ADLC Commission, CEO and County Attorney,

This memo is to serve as additional background and context for the Memorandum of Agreement (MOA) as presented by the Bonneville Power Administration (BPA).

The BPA substation at 456 Willow Glen Rd and transmission lines are being sold to NorthWestern Energy. As the ownership of this historic property is transferred from federal to private ownership, this is considered an adverse effect per Section 106 review. BPA has drafted an MOA with the State Historic Preservation Office (SHPO) to mitigate the adverse effect. BPA is proposing to:

1. provide historic photos and documentation related to the substation and the transmission lines
2. grant $25,000 to Anaconda-Deer Lodge County to restore the historic guard shack at 1612 Smelter Road

The Planning Department has started consultation with a State Historic Preservation Office Historic Architectural Specialist, searched for photos of how the structure once appeared, and has started estimating the cost of required materials sourced from local contractors and suppliers.

To ensure the project stays within budget, Planning Department staff, under direction of the county Building Inspector, will perform the rehabilitation. Following approval from the Commission for the project and continued consultation with SHPO, it is estimated it will take about 1 month for building improvements. The plan is to replace siding, roofing, windows, and doors along with interior work for the building to be returned to the depicted style. The project will also remove numerous exterior electrical components and will install new electrical for exterior lighting and future security cameras. Landscaping and curbing improvements will be part of the plan to beautify this second entrance to the East Yards area.

The overall design will be presented to local stakeholders such as the Historic Resources Board, Friends of the Stack, the Park Service, and local property owners at upcoming meetings to ensure public input for the project—including siding and color options.

We request that the Commission approve the MOA as an invited signatory for this funding. We additionally request the approval of rehabilitation of this historic structure and will keep the Commission apprised of the progress of the project as you so desire.

Thank you.

Planning Department Staff

Attachments:

1. MOA
2. Recent photos of 1612 Smelter Rd
3. Historic photos
4. Estimate cost list to date; awaiting additional material costs including electrical bids
MEMORANDUM OF
AGREEMENT BETWEEN
BONNEVILLE POWER ADMINISTRATION
AND
THE MONTANA STATE HISTORIC PRESERVATION OFFICER
REGARDING
THE SALE OF BONNEVILLE POWER
ADMINISTRATION’S ANACONDA
SUBSTATION, ANACONDA-SILVER BOW
NO. 1 AND GARRISON-ANACONDA NO. 1
TRANSMISSION LINES

WHEREAS, the Bonneville Power Administration (BPA) proposes to sell its Anaconda Substation and its Anaconda-Silver Bow No.1 and Garrison-Anaconda No.1 transmission lines and transfer ownership to Northwestern Energy (NWE); and

WHEREAS, BPA consulted with the Montana State Historic Preservation Office (SHPO) regarding the sale of BPA’s historic assets, and the requirements of Section 106 of the National Historic Preservation Act (NHPA) (56 USC § 306108) and its implementing regulations (36 CFR Part 800); and

WHEREAS, BPA has determined that the Anaconda Substation, Anaconda-Silver Bow No.1 and Garrison-Anaconda No.1 transmission lines are eligible for listing in the National Register of Historic Places and the SHPO concurred; and

WHEREAS, The Anaconda-Silver Bow No.1 and Garrison-Anaconda No.1 Transmission Lines are located on lands in which BPA holds easements for the transmission line. Other than the transmission line itself, no federal property or land will be sold as part of the action to sell these two transmission lines. As a result, there is no potential for adverse effect to ground surface archaeological properties under 36 CFR § 800.5(a)(2)(vii) for these two transmission lines. In addition, the sale of these two transmission lines will require no ground disturbance of any kind; and

WHEREAS, The sale/transfer to NWE, a municipal entity, would satisfy the provisions of BPA’s 1996 Policy for Sale or Lease of Delivery Facilities, which gives BPA customers the right, upon request, to purchase or lease facilities that are used to deliver power to the requesting customer or customers. Section 106 regulations state that the transfer or sale of a historic property out of federal ownership or control constitutes an adverse effect when the undertaking is without adequate and legally enforceable restrictions or conditions to ensure the long-term preservation of the property’s historic significance (36 CFR § 800.5(a)(2)(vii)).

WHEREAS, BPA determined that the Undertaking will adversely affect the Anaconda Substation, Anaconda-Silver Bow No.1 and Garrison-Anaconda No.1 transmission lines and SHPO concurred; and
WHEREAS, the Area of Potential Effect (APE) is a mix of private, federal and state lands in Deer Lodge, Powell, and Silver Bow Counties, Montana. (Appendix A); and

WHEREAS, BPA has consulted with the Confederated Salish and Kootenai Tribes and the Nez Perce Tribe, and the Tribes have declined to participate in this Agreement; and

WHEREAS, BPA has consulted with the Bureau of Land Management, the U.S. Forest Service - Beaverhead-Deer Lodge National Forest, and Montana Correctional Enterprises, and these parties have declined to participate in this Agreement; and

WHEREAS, BPA has consulted with Anaconda- Deer Lodge Planning Department and this party is a signatory to this Agreement; and

WHEREAS, in accordance with 36 CFR 800.6(a)(1), BPA notified the Advisory Council on Historic Preservation (Council) on September 28, 2020, of its adverse effect determination with specified documentation and the Council chose not to participate in the consultation.

WHEREAS, BPA consulted with the SHPO in the development of a Programmatic Agreement on the Transmission built environment resources in accordance with 36 CFR §800.14(b)(2)(i) and the SHPO is a Signatory to such Programmatic Agreement, which was signed and fully executed on January 19, 2021; and

WHEREAS, BPA has completed the stipulations in the Programmatic Agreement, including to facilitate an NHPA Section 106 cultural resource survey for the Garrison-Anaconda No.1 transmission line right-of-way (ROW) corridor. The Garrison-Anaconda No.1 transmission line ROW corridor spans 31.3 circuit miles in Deer Lodge and Powell Counties, Montana. This portion of the APE extends to the width of the 100-foot ROW and totals 1119.4 acres. SHPO concurred with BPA’s finding of No Adverse Effect to Historic Properties on February 07, 2020 for that portion; and

WHEREAS, the only remaining stipulation from the Programmatic Agreement is to complete a Memorandum of Agreement for the resolution of adverse effects; and

WHEREAS, BPA and SHPO identified historic preservation efforts in the local community and BPA has consulted with the Anaconda- Deer Lodge County and they will be a signatory to the Agreement, and

NOW, THEREFORE, BPA and SHPO, agree to the following stipulations in order to take into account the effect of the Undertaking on historic properties.

STIPULATIONS

BPA shall ensure that the following provisions are carried out:
I. **PUBLIC EDUCATION/INTERPRETATION**

A. BPA shall donate historic photos and documents about the Anaconda Substation, Anaconda-Silver Bow No.1 and Garrison-Anaconda No.1 transmission lines to the Copper Village Museum and Art Center. The museum preserves and presents the history of the Anaconda- Deer Lodge region and is an archive repository for historic documentation.

1. The historic photos and documents will be delivered digitally and will be available to the general public for education and research.

2. The items will be marked as originating from the BPA Archives and credit will be given to BPA Archives when items are used for public display.

3. This stipulation will be complete when SHPO receives confirmation that that museum has received and accepted the materials into their collection.

II. **PUBLIC LOCAL BENEFIT**

A. BPA shall provide a grant of $25,000 to the Anaconda- Deer Lodge Planning Department. This fund will go toward the repair, maintenance and restoration of the historic Guard Shack Building located at 1612 Smelter Road, Anaconda, MT, at the Anaconda Smoke Stack State Park. The Guard Shack Building once marked the entrance to the Anaconda Copper Company Plant and it is the only extant building remaining of this complex.

1. BPA will provide SHPO confirmation of transfer of funds.

2. All historic property rehabilitation work funded by this grant donation shall be designed and implemented to meet the Secretary of the Interior's Standards for the Treatment of Historic Properties.

3. A report of the utilization of project funds will be submitted to BPA upon completion of rehabilitation project.

4. This stipulation will be complete when SHPO receives report detailing utilization of projects funds for purposes described.

III. **MONITORING AND REPORTING**

Each year from the date of final signature following the execution of this Agreement until it expires or is terminated, BPA shall provide all parties to this Agreement a summary memo briefly detailing work undertaken pursuant to its terms. The memo
shall include any scheduling changes proposed, any problems encountered, any disputes, objections, or comments received, including those from the general public in BPA’s efforts to carry out the terms of this Agreement.

IV. INADVERTENT DISCOVERIES

In the event that previously unidentified archaeological resources are discovered during implementation of the Undertaking, the procedures outlined in BPA’s Inadvertent Discovery of Cultural Resources Procedures (Appendix B) shall be followed.

V. DISPUTE RESOLUTION

Signatories to this Agreement may object at any time to any actions proposed or the manner in which the terms of this Agreement are implemented by submitting the concern in writing to BPA. Upon receipt, BPA shall consult with such party for thirty (30) calendar days, or another time period agreed to by all signatories, to resolve the objection. If BPA determines that such objection cannot be resolved, BPA will:

A. Forward all documentation relevant to the dispute, including BPA’s proposed resolution, to the Council. The Council shall provide BPA with its advice on the resolution of the objection within thirty (30) calendar days of receiving adequate documentation, or another time period agreed to by all signatories. Prior to reaching a final decision on the dispute, BPA shall prepare a written final decision that takes into account any timely advice or comments regarding the dispute from the Council, signatories and concurring parties, and provide the signatories with a copy of this written response within thirty (30) calendar days of receiving a response from the Council. BPA will then proceed according to its final decision.

B. If the Council does not provide its advice regarding the dispute within the thirty (30) calendar day time period, BPA shall provide the signatories and concurring parties a final written decision within thirty additional (30) calendar days that takes into account any timely comments regarding the dispute from the signatories to the Agreement, and provide them and the Council with a copy of such written response.

C. BPA’s responsibility to carry out all other actions subject to the terms of this Agreement that are not the subject of the dispute remain unchanged.

VI. AMENDMENTS

Any signatory may request that this Agreement be amended by submitting such a request to the other signatories and consulting parties in writing. BPA shall consult with the signatories and consulting parties for up to thirty (30) calendar days from receiving the amendment request concerning the necessity and appropriateness of the
proposed amendment. Any signatory or consulting party may request the involvement of the Council during the amendment process. At the end of the thirty (30) calendar day period, or earlier if all parties agree, BPA shall provide an amended Agreement for signature by the signatories and consulting parties or a written statement describing why the BPA chose not to pursue an amendment to this Agreement. The amendments will be effective on the date a copy signed by all of the signatories is filed with the Council.

VII. TERMINATION

If either signatory to this Agreement determines that its terms will not or cannot be carried out, that party shall immediately consult with the other party to attempt to develop an amendment per Stipulation VI, above. If within thirty (30) calendar days of initial consultation the parties have not agreed to an amendment, either signatory may terminate the Agreement upon written notification to the other signatories.

Once the Agreement is terminated, and prior to work continuing on the Undertaking, BPA must either (a) execute a Memorandum of Agreement pursuant to 36 C.F.R. §800.6 or (b) request, take into account, and respond to the comments of the ACHP under 36 C.F.R. §800.7. BPA shall notify the signatories as to the course of action it will pursue.

VIII. DURATION

This Agreement will expire if its terms are not carried out within five (5) years from the date of its execution. Prior to such time, BPA may consult with the other signatories to reconsider the terms of the Agreement and amend it in accordance with Stipulation VI above.

IX. EXECUTION

Execution of the Agreement by BPA and SHPO and implementation of its terms evidence that BPA took into account the effects of the Undertaking on historic properties, as required by Section 106 of the National Historic Preservation Act, and afforded the Council an opportunity to comment.
PROGRAMMATIC AGREEMENT BETWEEN
BONNEVILLE POWER ADMINISTRATION
AND
THE MONTANA STATE HISTORIC PRESERVATION OFFICER
REGARDING
THE SALE OF BPA’S ANACONDA
SUBSTATION, ANACONDA-SILVER BOW
NO. 1 AND GARRISON-ANACONDA NO. 1
TRANSMISSION LINES

Signatories

Bonneville Power Administration

By: ___________________________ Date: ___________________________
SCOTT G. ARMENTROUT
Executive Vice President, Environment, Fish and Wildlife
PROGRAMMATIC
AGREEMENT BETWEEN
BONNEVILLE POWER ADMINISTRATION
AND
THE MONTANA STATE HISTORIC PRESERVATION OFFICER
REGARDING
THE SALE OF BPA’S ANACONDA
SUBSTATION, ANACONDA-SILVER BOW
NO. 1 AND GARRISON-ANACONDA NO. 1
TRANSMISSION LINES

Montana State Historic Preservation Officer

By: ____________________________ Date: __________________

Pete Brown
State Historic Preservation Officer
Montana Historical Society
PROGRAMMATIC AGREEMENT BETWEEN BONNEVILLE POWER ADMINISTRATION AND THE MONTANA STATE HISTORIC PRESERVATION OFFICER REGARDING THE SALE OF BPA’S ANACONDA SUBSTATION, ANACONDA-SILVER BOW NO. 1 AND GARRISON-ANANCONDA NO. 1 TRANSMISSION LINES

Invited Signatory

By: ___________________________ Date: ___________________________

Bill Everett
Anaconda – Deer Lodge County
Chief Executive Officer
Guardsman’s Cabin Project

Estimated timeframe of completion:

Start date: September

Start to finish of the structure improvements is estimated at 4 weeks.

1. Material Costs Breakdown: Option 1
   a. Dutch/Cove style siding to match original- $1,200.00
   b. New replacement material for windows (Lexan)- $1,275.00
   c. New wood doors to match original doors- $2,560.00
   d. Roofing materials, black asphalt shingles- $550.00
   e. Ceiling and wall insulation- $220.00
   f. Drywall for ceiling and walls- $200.00
   g. Trim materials for interior and exterior- $400.00
   h. Paint and or stain for interior and exterior- $350.00
   i. Contingent miscellaneous costs- $1,000.00
2. Total material costs option 1: $7,755.00
3. Colbert Electric Proposal: $11,248.89
4. Grand total of option 1 material costs and electric bid: $19,003.89

1. Material Costs Breakdown: Option 2
   a. Dutch/Cove style siding to match original- $1,200.00
   b. All new wood windows option: $7,000.00
   c. New wood doors to match original doors- $2,560.00
   d. Roofing materials, black asphalt shingles- $550.00
   e. Ceiling and wall insulation- $220.00
   f. Drywall for ceiling and walls- $200.00
   g. Trim materials for interior and exterior- $400.00
   h. Paint and or stain for interior and exterior- $350.00
   i. Contingent miscellaneous costs- $1,000.00
2. Total material costs option 2: $13,480.00
3. Colbert Electric Proposal: $11,248.89
4. Grand total of option 1 material costs and electric bid: $24,728.89

- Waiting on additional proposals for the electrical work to be done.
Seymour Creek Communication Tower Lease

This Communication Tower Site Lease Agreement ("Agreement"), dated as of the date of the last signature below, is entered into by Reinhardt Ranch Company, a Montana corporation with an address of 51927 Montana Highway 43, Wise River, Montana, 59762 ("Landlord") and Anaconda - Deer Lodge County, a local government organized under the laws of the State of Montana, whose address is 800 Main Street, Anaconda, Montana 59711 ("Tenant")

Background

Landlord owns the Reinhardt Ranch, which includes a certain parcel of land on which the communication tower and building are located, which parcel is located as follows:

Township 2 North, Range 13 West, P.M.M.

Section 35: a portion of the NE1/4NE1/4NE1/4

With an address of 51927 Montana Highway 43, Wise River, MT 59762, and as shown on the aerial map attached as Exhibit "A" (the "Property").

The Communication tower and associated building located on the Property and east of an approximately 2.96 acre portion of Landlord’s other property on which Landlord provided an easement to the Montana Department of Transportation for use for highway purposes.

Tenant had the communication tower constructed in approximately 2014 with approval from the Montana Department of Transportation, but failed to secure a lease from Landlord, and Tenant wishes to now enter into this Lease.
Tenant desires to use the Property for the purpose of constructing, operating, maintaining and repairing an emergency cellular communication tower. Landlord is willing to grant to Tenant the right to use the Property in accordance with the terms of this Agreement.

1. **Leased Premises.** Landlord hereby leases to Tenant, on a non-exclusive basis, the Property consisting of 0.08 acres, together with a right-of-way thirty feet (30') in width, for vehicular access utilizing existing roadways, and approximately 74 yards in length, to the communication tower and associated structure from Montana Highway 43, as further described in attached Exhibit “A” (the “Premises”) for the period, at the rent, and upon the terms and conditions set forth in this Agreement.

2. **Permitted Use.** Tenant may only use the Premises for the construction, maintenance, operation and repair of an emergency cellular telecommunication services tower, and including a storage building used to service the adjacent communication tower, as provided in this Agreement.

3. **Term and Termination.** The Term of this Agreement shall be for thirty (30) years commencing on the date of execution of this Agreement by all parties. Thereafter, this Agreement may be automatically renewed for additional one (1) year terms, on the same terms and conditions as set forth in this Agreement, and will be so renewed for additional one (1) year term(s) unless either the Landlord or the Tenant provides the other party with written notice that the lease will not be renewed, and will end or terminate, with notice being provided before the expiration of the prior term. Upon receipt of notice of such non-renewal this Lease will end and terminate on the last day of the term as may have been extended.
   a. Landlord may terminate this Agreement at any time if the Tenant defaults or breaches its obligations under this Agreement, after providing written notice to Tenant at the address set forth above, and if Tenant has not cured the breach within 30 days as provided in Sub-Section 10 below, as determined by Landlord in Landlord’s sole and reasonable judgment. Such termination will be effective if the breach or default is not cured in Landlord’s reasonable judgment 60 days after Tenant’s receipt of the notice. Upon such termination by Landlord, Tenant shall promptly remove any and all communications fixtures and related equipment, cables, accessories and improvements from the Premises, and restore the Premises to its natural condition, including the removal of all preexisting structures and equipment, solely at Tenant’s expense.
   b. Tenant may terminate this Agreement at any time, after providing written notice to Landlord. Such termination will be effective 60 days after Landlord’s receipt of the notice. Upon such termination by Tenant, Tenant shall promptly remove any and all communications fixtures and equipment, cables, accessories, structures and improvements from the Premises, including preexisting communication fixtures and related equipment, cables, accessories and improvements, and restore the Premises to its pre-disturbance condition, solely at Tenant’s expense.
c. In the event that Tenant’s communication structures, related structures, and/or equipment are not promptly removed to the satisfaction of the Landlord, such structures and equipment shall be deemed abandoned and Tenant shall be liable for the costs associated with the removal of all structures and equipment and reclamation and restoration of the Premises. This Sub-Section shall survive the expiration or termination of this Agreement.

4. **Rent.** Commencing on the execution of this Agreement by all parties, the Tenant shall pay the Landlord a one-time rental payment of $1.00 (One Dollar).

5. **Liability for Damages.** Any damage caused by Tenant’s acts or omissions to the Premises, other property including other property owned by Landlord, or persons, livestock or wildlife, during the installation, maintenance, repair, use or operation of the communication facility shall be promptly repaired or otherwise remedied or remediated at Tenant’s sole expense, but in no case less than within 30 (thirty) days after receipt of notification of damage.

6. **Maintenance**
   a. **Modifications.** All modifications to the Premises and all improvements made on or to the Premises shall be at the Tenant’s sole expense and such improvements, including antenna, communications tower, facilities and equipment, shall be maintained in a good state of repair at the Tenant’s sole expense.
   b. **Utilities, Power, Back-Up and Power Outages.** Tenant is responsible for all utilities, power, including any power or battery back-up systems, associated with Tenant’s use of the Premises. Landlord shall not be liable for any loss of service to Tenant’s customers based on power outages or other disruptions to Tenant’s services.
   c. **No Interference.** Tenant shall, at its own expense, maintain any communications fixtures and related equipment on or attached to the Premises in a safe condition, in good repair and in a manner suitable to Landlord so as not to conflict with the use of the Landlord’s other property. Tenant shall not interfere with the operations of the Landlord or Landlord’s use of Landlord’s other property.
   d. **Maintenance of Premises.** Tenant is responsible for controlling weeds and maintaining the Premises in good and safe condition, at Tenant’s sole expense.

7. **Indemnification.** Tenant acknowledges that Landlord is not responsible for any loss or damage to the Tenant’s communications fixtures and equipment, nor for insuring against the loss of Tenant’s communications fixtures and equipment. Tenant agrees to defend, indemnify and hold harmless Landlord and its officers, directors, agents, employees and members from any and all liabilities, actions, losses, damages, injuries, claims and expenses (including attorney’s fees) arising out of any act or failure to act on the part of the Tenant and/or Tenant’s employees, servants, agents, guests, assigns, subtenants, visitors or
licensees, related to the communication tower and structures, the Premises, Landlord’s adjacent property, and the acts and omissions under this Agreement of Tenant and/or Tenant’s employees, servants, agents, guests, assigns, subtenants, visitors or licensees. This Sub-Section shall survive the expiration or termination of this Agreement.

8. **Hazardous Substances.** Tenant agrees, represents and warrants that no dangerous, toxic or hazardous materials or substances, as defined in or governed by the provisions of any federal, state or local law, statute or code, ordinance, regulation, requirement or rule are or will be located, produced, released or disposed of upon the Property by Tenant and/or Tenant’s employees, servants, agents, guests, assigns, subtenants, visitors or licensees. Tenant agrees to defend and indemnify Landlord and hold Landlord harmless against any and all costs, expenses, liabilities, losses, damages, or injuries, including but not limited to attorney’s fees, which arise from or relate to any environmental contamination by any hazardous or toxic materials as defined by any government agency, which is present or released on the Premises due to any act or omission of Tenant. This Section shall survive the expiration or termination of this Agreement.

9. **Assignment.** This Agreement may not be sold, assigned, or transferred by Tenant without the written consent of the Landlord.

10. **Default or Breach.** In the event of a default or breach of any of the terms, conditions, or provisions of this Agreement, the breaching or defaulting party shall have thirty (30) days to cure the default upon the breaching or defaulting party’s receipt of a notice of default from the other party.

11. **Removal of Structures and Equipment and Reclamation upon Termination.** Upon termination or expiration of this Lease, Tenant shall promptly remove any and all communications fixtures and related equipment, cables, accessories and improvements from the Premises, and restore the Premises to its natural condition, including the removal of all preexisting structures and equipment, solely at Tenant’s expense. The Premises will be restored to its natural pre-Lease condition, with native vegetation established and no weeds, as determined by Landlord in Landlord’s reasonable judgment. This Sub-Section shall survive the expiration or termination of this Agreement.

12. **Notice.** Any written notice required by this Agreement shall be delivered via electronic transmission with confirmation of delivery, or by United States Postal Service or other nationally recognized commercial private delivery service. Notice will be deemed complete upon confirmation of delivery. The parties may designate in writing a different address or person to whom such notices must be given.

If to Landlord:
13. **Miscellaneous Provisions.**

a. Landlord is making Lease of the Premises without representations or warranties, and Tenant is leasing the Premises AS IS, WHERE IS AND WITH ALL FAULTS.

b. Tenant warrants that it has full right, power, and authority to execute this Agreement.

c. Tenant shall obtain all necessary governmental and regulatory approvals required for its occupation and use of the Premises, including but not limited to zoning changes, and shall be responsible for the cost of obtaining such approvals. Tenant use of the Premises shall comply with all laws and regulations.

d. The provisions of this Agreement shall bind and inure to the benefit of the parties hereto and their heirs, legal representatives, successors and permitted assigns.

e. This agreement may be amended in writing only, signed by both parties in interest at the time of such amendment.

f. No waiver by either party of any provision hereof shall be deemed a waiver of any other provision or of any provision or subsequent breach or any provision hereof.

g. If any term or provision of this Agreement is held to be invalid or unenforceable, such invalidity or unenforceability shall not be construed to affect any other provision of this Lease, and the remaining provision shall be enforceable in accordance with their terms.

h. This Agreement shall be governed by and construed in accordance with the laws of the State of Montana.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth below.

/// signatures on following pages ///
LANDLORD:

REINHARDT RANCH COMPANY

By: ______________________
John Reinhardt
Its: President
Date: ________________

By: ______________________
Della Reinhardt
Its: Secretary Treasurer
Date: ________________

ACKNOWLEDGEMENT

STATE OF MONTANA 

) ss

COUNTY OF Anaconda – Deer Lodge )

This instrument was acknowledged before me on the __ day of ______, 2022, by John Reinhart, the President of the Reinhardt Ranch Company, and by Della Reinhardt, the Secretary Treasurer of the Reinhardt Ranch Company.

______________________________ (signature)
______________________________ (printed name)

Notary Public for the state of _________
Residing at _________________________
My commission expires: ________________ (SEAL)
TENANT:
Anaconda-Deer Lodge County

By: _______________________________
Name: Bill Everett
Title: CEO A-DLC
Date: August 2, 2022

ACKNOWLEDGEMENT

STATE OF MONTANA )
ss
COUNTY OF Anaconda – Deer Lodge )

This instrument was acknowledged before me on the __ day of ______, 2022, by
______________________, the ______________ of Anaconda – Deer Lodge County,

______________________ (signature)
______________________ (printed name)

Notary Public for the state of ______________
Residing at __________________________
My commission expires: ________________  (SEAL)
Exhibit “A” - Seymour Creek Communication Tower Lease

- NE1/4NE1/4 of Section 35, Township 2 North, Range 13 West, P.M.M., Deer Lodge Co., MT.
- Existing road & right of way easement - 30' wide & 74 yards in length.
- 0.05 ac. Tower Lease Area
- MDOT Lease for Highway Maintenance 2.96 ac.
- Right of Way Access Route - 30' wide & 74 yards in length

7/19/2022

Seymour Creek / Riehards' Ownership

Communication Easement & Access Area - 308 ac.

MDOT Lease for Highway Maintenance 2.96 ac.
ADDENDUM NO. 2 TO REMEDY COORDINATION, FUNDING, AND SETTLEMENT AGREEMENT
(Residential Attic Remediation)

This Addendum No. 2 to Remedy Coordination, Funding, and Settlement Agreement ("Addendum No. 2") is effective as of the 30th day of June, 2022 (the "Effective Date"), between Anaconda-Deer Lodge County ("ADLC") and Atlantic Richfield Company ("AR").

RECITALS

WHEREAS, AR and ADLC are parties to that certain Remedy Coordination, Funding, and Settlement Agreement, dated June 12, 2020 ("Agreement"), and that certain Addendum No. 1 to Remedy Coordination, Funding, and Settlement Agreement, dated June 30, 2021 ("Addendum No. 1"); and

WHEREAS, the Parties’ rights and obligations relating to residential attic remediation are set forth in Article IV and the corresponding provisions of Articles V and XI of the Agreement, as amended by Addendum No. 1; and

WHEREAS, pursuant to Section 4.2 of the Agreement, as modified by Section 2 of Addendum No. 1, ADLC is required, among other things, to use its best efforts to complete required remediation for a total of no fewer than forty-four (44) eligible residential attics during the second and third complete Fiscal Years following the Effective Date of the Agreement (July 1, 2021 to June 30, 2022, and July 1, 2022 to June 30, 2023); and

WHEREAS, ADLC was unable to initiate or perform any of the residential attic remediation work required during the first and second Fiscal Years due to the Covid-19 pandemic and related delays; and

WHEREAS, pursuant to Sections 5.2.5 and 5.10.5 of the Agreement and Section 3 of Addendum No. 1, AR previously paid ADLC the amounts of $450,000 and $19,800 for deposit into the Residential Attic Remediation Funding Account for payment of the salary, benefits, and other costs reasonably incurred by ADLC for employment of residential attic sampling and remediation personnel during the first Fiscal Year; and

WHEREAS, as a result of ADLC’s inability to perform the residential attic remediation work during the first and second Fiscal Years, the full amount of the $469,800 of funding previously provided by AR to ADLC remains on deposit in the Residential Attic Remediation Funding Account and is available to ADLC for payment of the salary, benefits, and other costs reasonably incurred by ADLC for employment of residential attic sampling and remediation personnel during the second Fiscal Year; and

WHEREAS, pursuant to Sections 5.2.5, 5.9, and 5.10.5 of the Agreement and Section 3 of Addendum No. 1, an additional inflation adjusted amount of $60,220.00 is due to be paid by
AR to ADLC on or by July 1, 2022, for deposit into the Residential Attic Remediation Funding Account for payment of the salary, benefits, and other costs reasonably incurred by ADLC for employment of residential attic sampling and remediation personnel during the second Fiscal Year;

WHEREAS, pursuant to Section 11.2 of the Agreement as modified by Section 4 of Addendum No. 1, the Parties respective rights and obligations under Article IV and corresponding provisions of Article V relating to residential attic remediation commenced on the Effective Date of the Agreement and continue in effect for 26 years, until June 30, 2046; and

WHEREAS, as a result of ADLC’s inability to perform the residential attic remediation work during the first and second Fiscal Years, the Parties now wish to extend the period of time available to ADLC to complete that work, modifying Sections 4.2, 5.2.5, and 11.2 of the Agreement and Sections 2, 3, and 4 of Addendum No. 1 in order to address the delays experienced by ADLC, subject to and in accordance with the terms and conditions of this Addendum No. 2;

NOW THEREFORE, in consideration of the mutual promises and covenants contained in this Addendum No. 2, it is hereby understood and agreed as follows:

1. **General.** This Addendum No. 2 is entered into for the purpose of providing a full statement of the Parties’ respective rights and responsibilities with respect to the modification of Sections 4.2, 5.2.5, and 11.2 of the Agreement and Sections 2, 3, and 4 of Addendum No. 1. Capitalized terms used in this Addendum No. 2 shall have the meaning ascribed to them in the Agreement, unless and to the extent otherwise expressly provided herein.

2. **Residential Attic Remediation Schedule.** Section 4.2 of the Agreement, as modified by Section 2 of Addendum No. 1, is hereby deleted in its entirety and shall have no further force or effect and is hereby replaced with the following revised Section 4.2:

   **Section 4.2 Residential Attic Remediation Schedule.** During the third and fourth complete Fiscal Years following the Effective Date (July 1, 2022, to June 30, 2023, and July 1, 2023, to June 30, 2024), ADLC shall use its best efforts to complete the remediation required pursuant to Section 4.1 for a total of no fewer than forty-four (44) eligible residential attics per Fiscal Year. Commencing with the fifth Fiscal Year following the Effective Date (July 1, 2024, to June 30, 2025), ADLC shall use its best efforts to complete the remediation required pursuant to Section 4.1 at the rate of eighty-eight (88) eligible residential attics per Fiscal Year on average (44 attics per each of two crews). In selecting the residential attics to be remediated during any Fiscal Year under this Article IV, ADLC shall prioritize those residential attics having a current exposure pathway, as defined in the CSOU RAPW. If, during any Fiscal Year, ADLC is unable to identify a sufficient number of residential attics having a current exposure
pathway to satisfy the annual quota specified in this Section 4.2, ADLC shall use its best efforts to fill the annual quota with residential attics lacking a current exposure pathway. If ADLC fails to complete the remediation of eighty-eight (88) or more residential attics per Fiscal Year during any two (2) consecutive Fiscal Years after the fifth Fiscal Year, AR shall have the option, after first conferring with ADLC regarding the reasons for such deficiency, to reduce the amount of the payment required under Section 5.2.5 for the following Fiscal Year by an amount proportional to the average number of residential attics actually remediated during the prior two (2) year period. No such payment reduction option shall be available to AR if ADLC fails to complete the remediation of the targeted number of residential attics during the first through fourth complete Fiscal Years following the Effective Date.

3. **Residential Attic Remediation Funding Account Payments.** Section 5.2.5 of the Agreement, as modified by Section 3 of Addendum No. 1, is hereby deleted in its entirety and shall have no further force or effect and is hereby replaced with the following revised Section 5.2.5:

5.2.5. AR shall make the following payments to ADLC for deposit into the Residential Attic Remediation Funding Account:

a) On or by July 1, 2020, the amount of $450,000 (prior receipt of which is hereby acknowledged by ADLC); and

b) On or by July 9, 2021, the amount of $19,800; and

c) On or by July 1, 2022, the amount of $60,220.00; and

c) On or by July 1, 2023, and on or by July 1 of each subsequent Fiscal Year during the residential attic remediation term set forth in Section 11.2 of this Agreement, the amount of $450,000, or such lesser amount as may be allowed pursuant to Section 4.2 in the event ADLC fails to complete the remediation of eighty-eight (88) or more residential attics per Fiscal Year during any two (2) consecutive Fiscal Years.

4. **Supplemental Residential Attic Remediation Funding Account Deposits.** Sections 5.2.6 and 5.10.4 of the Agreement are hereby deleted in their entirety and shall have no further force or effect and are hereby replaced with the following revised Sections 5.2.6 and 5.10.4:
5.2.6. On or by (i) July 1, 2029, and (ii) July 1, 2037, AR shall pay $250,000 to ADLC for deposit into the Residential Attic Remediation Funding Account.

5.10.4. Up to $250,000 of the funds deposited initially (pursuant to Section 5.2.4) and in 2029 and 2037 (pursuant to Section 5.2.6) into the Residential Attic Remediation Funding Account may be used over time (for a combined total of $750,000) to pay for residential attic sampling and remediation project start up, acquisition of equipment and tools, and personnel training.

5. **Residential Attic Remediation Term.** Section 11.2 of the Agreement, as modified by Section 4 of Addendum No. 1, is hereby deleted in its entirety and shall have no further force or effect and is hereby replaced with the following revised Section 11.2:

**Section 11.2 Residential Attic Remediation Term.** Subject to the Parties' rights to terminate this Agreement in whole or in part pursuant to Article X, the Parties' respective rights and obligations under Article IV and corresponding provisions of Article V relating to residential attic remediation shall commence on the Effective Date and shall continue in effect until June 30, 2047, or such later date mutually agreed to in writing by the Parties.

6. **Coordination.** This Addendum No. 2 is intended to operate in conjunction with the Agreement and Addendum No. 1. To the extent that the provisions of this Addendum No. 2 conflict with the provisions of the Agreement or Addendum No. 1, the terms of this Addendum No. 2 shall control. Except as expressly provided in this Addendum No. 2, the provisions of the Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the Parties have caused this Addendum No. 2 to be effective for all purposes as of June 30, 2022.
ATLANTIC RICHFIELD COMPANY

By: ________________________________

Its ________________________________

Date: ________________________________

ANACONDA-DEER LODGE COUNTY

By: ________________________________

Chief Executive

Attest: ________________________________

Clerk of Commission

Date: ________________________________