

FEDERALLY FUNDED SUBAWARD AND GRANT AGREEMENT

The following Agreement is made and information is provided pursuant to 2 CFR §200.332(a)(1):

Subrecipient's name: _____

Subrecipient's unique entity identifier: _____

Federal Award Date: _____

Subaward Period of Performance Start and End Date (Cat A-B): _____

Subaward Period of Performance Start and End Date (Cat C-G): _____

Amount of Federal Funds Obligated by this Agreement: _____

Total Amount of Federal Funds Obligated to the Subrecipient by the pass-through entity to include this Agreement: _____

Total Amount of the Federal Award committed to the Subrecipient by the pass-through entity: _____

Federal award project description (see Federal Funding _____)

Accountability and Transparency Act (FFATA): Grant for communities to respond to and recover from major disasters or emergencies and for limited mitigation measures.

Name of Federal awarding agency: Department of Homeland Security (DHS) Federal Emergency Management Agency (FEMA)

Name of pass-through entity: Montana Disaster and Emergency Services

Contact information for the pass-through entity: 1956 Mt. Majo St., PO Box 4789 Fort Harrison, MT 59636-4789

Assistance Listing Number (Formerly CFDA Number): _____

Assistance Listing Program Title (Formerly CFDA program Title): Disaster Grants - Public Assistance (Presidentially Declared Disasters)

THIS AGREEMENT is entered into by the State of Montana, Disaster and Emergency Services, with headquarters in Helena, MT (hereinafter referred to as the "DES"), and _____ (hereinafter referred to as the "Subrecipient").

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

- A. The Subrecipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein;
- B. The Subrecipient, by its decision to participate in this grant program, bears the ultimate responsibility for ensuring compliance with all applicable State and Federal laws, regulations and policies, and bears the ultimate consequences of any adverse decisions rendered by DES, the Federal Awarding Agency, or any other State and

Federal agencies with audit, regulatory, or enforcement authority;

C. This Agreement establishes the relationship between DES and the Subrecipient to allow DES to pay grant funds to the Subrecipient.

THEREFORE, DES and the Subrecipient agree to the following:

(1) APPLICATION OF STATE LAW TO THIS AGREEMENT

2 CFR § 200.302 provides: "Each state must expend and account for the Federal award in accordance with state laws and procedures for expending and accounting for the state's own funds." See Montana Code Annotated Title 17, Chapter 3 and Title 10, Chapter 3.

(2) LAWS, RULES, REGULATIONS AND POLICIES

a. Performance under this Agreement is subject to 2 CFR Part 200, entitled "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards."

b. In addition to the foregoing, the Subrecipient and DES shall be governed by all applicable State and Federal laws, rules, and regulations. Any express reference in this Agreement to a particular statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies. The applicable statutes, rules, or regulations are the statutes, rules, or regulations in effect at the time of the declaration of the incident through which federal funds are awarded, or as otherwise indicated as retroactively applied.

(3) CONTACT

a. DES's Recovery Coordinator shall be responsible for enforcing performance of this Agreement's terms and conditions and shall serve as DES's liaison with the Subrecipient. As part of his/her duties, the Recovery Coordinator for DES shall:

- i. Monitor and document Subrecipient performance; and
- ii. Review and document all deliverables for which the Subrecipient requests payment.

b. DES's Recovery Coordinator for this Agreement is:

Name _____
Title Recovery Coordinator
Bureau of Recovery
Address: Montana Disaster and Emergency Services
1956 Mt. Majo St.
Fort Harrison, MT 59636
Telephone: _____
Email: _____

- c. The name and address of the Representative of the Subrecipient responsible for the administration of this Agreement is:

Name: _____

Address: _____

Telephone: _____

Email: _____

- d. In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title, and address of the new representative will be provided to the other party in writing via letter or electronic email.

(4) TERMS AND CONDITIONS

This Agreement contains all the terms and conditions agreed upon by the parties.

(5) EXECUTION

This Agreement may be executed in any number of counterparts, of which may be taken as an original.

(6) MODIFICATION

Either party may request modification of the provisions of this Agreement. Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement.

(7) SCOPE OF WORK

The Subrecipient shall perform the work as approved by FEMA and provide the necessary documentation to substantiate work completed.

(8) PERIOD OF AGREEMENT/PERIOD OF PERFORMANCE

The Period of Agreement establishes a timeframe for all Subrecipient contractual obligations to be completed. Upon execution by both parties, this Agreement shall begin on the first day of the incident period for the disaster applicable to the agreement and shall end upon closeout of the Subrecipient's account for this disaster by the Federal Awarding Agency, unless terminated earlier as specified elsewhere in this Agreement. This Agreement survives and remains in effect after termination for the herein referenced State and Federal audit requirements and the referenced required records retention periods. Work may only be performed during the timeframes established and approved by FEMA for each Category of Work type.

(9) FUNDING

- a. The amount of total available funding for this subgrant is limited to the amount obligated by the Federal Awarding Agency for all projects approved for this Subrecipient for DR-4726- April Flooding. Payments to subrecipients are contingent upon the granting of budget authority to DES.
- b. Incorporated counties, cities & towns - Before the state of Montana will participate in the 25% state/local

cost share of the public assistance program (44 CFR, part 206 subparts C and G through I), Public Law 93-288, as amended, the political subdivision must levy and/or commit an amount equal to the proceeds of the 2 mill emergency levy (section 10-3-405, MCA).

- c. Other legally constituted units of local government - May apply to the Disaster and Emergency Services, Department of Military Affairs, for a determination as to cost sharing eligibility under Administrative Rules of Montana, (rule number 2.3.202).
- d. State government agencies and departments - Are responsible for the total 25% state/ local cost share.
- e. Indian tribes or authorized tribal organizations - The state will participate in the cost share to meet the 25% state /tribal cost share if the tribal government is a sub-recipient.
- f. Private non-profit (PNP) organizations -Are responsible for the total 25% state/ local cost share.
- g. Rural electric co-ops (RECs) - are responsible for the total 25% state/ local cost share.

(10) PAYMENT

- a. The payment method used by DES is a Cost Reimbursement.
- b. DES's Recovery Coordinator, shall reconcile and verify all funds received against all funds expended during the grant agreement period and produce a final reconciliation report. The final report must identify any funds paid in excess of the expenditures incurred by the Subrecipient.

(11) REPAYMENTS

- a. Refunds or repayments of obligated funds may be paid to DES through check or through a payment plan as approved by the Division. Additionally, FEMA may permit DES to off-set against other obligated projects where deemed appropriate.
- b. All refunds or repayments due to DES under this Agreement are to be made payable to the order of "Disaster and Emergency Services," and must include the invoice number and the applicable Disaster and Project number(s) that are the subject of the invoice, and be mailed directly to the following address:

Disaster and Emergency Services
Recovery
1956 Mt Majo St.
PO Box 4789
Fort Harrison, MT 59636-4789

(12) RECORDS

- a. As required by 2 CFR § 200.334 and modified by Montana Secretary of State's record retention requirements (required by 2-6-1012, MCA) the Subrecipient shall retain sufficient records to show its compliance with the terms of this Agreement and all relevant terms and conditions of the award paid from funds under this Agreement, for a period of five (5) years from the date of submission of the final expenditure report. This period may be extended for reasons including, but not limited to, litigation, fraud, or appeal. As required by 2 CFR § 200.303(e), the Subrecipient shall take reasonable measures to safeguard protected personally identifiable information and other information the Federal Awarding Agency or DES designates as sensitive or the Subrecipient considers sensitive consistent with

applicable Federal, State, local, and tribal laws regarding privacy and responsibility over confidentiality.

- b. The Subrecipient shall maintain all records for the Subrecipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of the award and all other applicable laws and regulations

(13) AUDITS

- a. The Subrecipient shall comply with the audit requirements contained in 2 CFR Part 200, Subpart F.
- b. As required by 2 CFR § 200.337(a), “The Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the [Division], or any of their authorized representatives, shall enjoy the right of access to any documents, papers, or other records of the [Subrecipient] which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the [Subrecipient’s] personnel for the purpose of interview and discussion related to such documents.” The right of access is not limited to the required retention period but lasts as long as the records are retained (2 CFR § 200.337(c)).
- c. As required by 2 CFR § 200.332(a)(5), DES, the Legislative Auditor of the Legislative Audit Division or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Subrecipient which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Subrecipient’s personnel for the purpose of interview and discussion related to such documents.

(14) REPORTS

- a. Consistent with 2 CFR § 200.329, DES will prepare quarterly reports and any applicable financial reporting, including reports required by the Federal Funding Accountability and Transparency Act (FFATA) on behalf of the Subrecipient. These reports shall include the current status and progress by the Subrecipient and, as applicable, all subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement. DES may reach out to the Subrecipient to obtain any necessary information for required reporting.

	Reporting Time Period	Subrecipient Report Submittal Deadline
Quarter 1 (Q1)	October 1 – December 31	January 15
Quarter 2 (Q2)	January 1 – March 31	April 15
Quarter 3 (Q3)	April 1 – June 30	July 15
Quarter 4 (Q4)	July 1 – September 30	October 15

- b. The closeout report is due sixty (60) days after completion of each project worksheet associated with the applicant executing this Agreement, or sixty (60) days after termination of this Agreement, whichever first occurs.
- c. The Subrecipient shall provide additional program reports, updates, or information that may be required by DES or the Federal awarding agency.

(15) MONITORING

- a. DES shall monitor the performance of the Subrecipient under this Agreement to ensure that the Scope of Work is being accomplished within the specified time periods, and that other performance goals are being met.
- b. The Subrecipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by DES. In the event that DES determines that an audit of the Subrecipient is appropriate, the Subrecipient agrees to comply with any additional instructions provided by DES to the Subrecipient regarding such audit.
- c. Small Projects, as defined in 44 CFR § 206.203, that are obligated above the Federal Simplified Acquisition Threshold (SAT) will be subject to enhanced oversight and monitoring by DES as authorized by 2 CFR § 200.332(a)(2).

(16) LIABILITY

- a. Unless the Subrecipient is a State agency or governmental entity, the Subrecipient is solely responsible to third parties it deals with in carrying out the terms of this Agreement. Subrecipient shall hold DES harmless against all claims of whatever nature by third parties arising from the work performance under this Agreement. For purposes of this Agreement, Subrecipient agrees that it is not an employee or agent of DES but is an independent contractor.
- b. Any Subrecipient which is a State agency or governmental entity, pursuant to section 2-9-101, MCA, agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against DES and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in Title 2, Chapter 9, Montana Code Annotated. Nothing herein is intended to serve as a waiver of sovereign immunity by any Subrecipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a State agency or subdivision of the State of Montana to be sued by third parties in any matter arising out of any contract.

(17) TERMINATION

This Agreement terminates upon the completion of all eligible work and payment of all eligible costs in accordance with the Public Assistance Program requirements. DES and Subrecipient agree that all records will be maintained until the conclusion of any record retention period.

(18) PROCUREMENT

- a. The Subrecipient must ensure that any procurement involving funds authorized by the Agreement complies with all applicable Federal and State laws and regulations, including 2 CFR §§ 200.318 through

200.327 as well as Appendix II to 2 CFR Part 200 (entitled “Contract Provisions for Non-Federal Entity Contracts Under Federal Awards”). Additional requirements, guidance, templates, and checklists regarding procurement may be obtained through the FEMA Procurement Disaster Assistance Team. Resources found here: <https://www.fema.gov/grants/procurement>.

The Subrecipient must include all applicable federal contract terms for all contracts for which federal funds are received.

If the Subrecipient contracts with any contractor or vendor for performance of any portion of the work required under this Agreement, the Subrecipient must incorporate into its contract with such contractor or vendor an indemnification clause holding the Federal Government, its employees and/or their contractors, DES, its employees and/or their contractors, and the Subrecipient and its employees and/or their contractors harmless from liability to third parties for claims asserted under such contract.

- b. The Subrecipient must monitor and document the contractor’s progress in performing its work on its behalf under this Agreement in addition to its own progress.
- c. The Subrecipient must ensure all contracts conform to Title 18, Chapter 4, Montana Code Annotated, as applicable.

(19) ATTACHMENTS

- a. All attachments to this Agreement are incorporated as if set out fully.
- b. In the event of any inconsistencies or conflict between the language of this

Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

- c. This Agreement has the following attachments:
 - i. Attachment A – Certification Regarding Debarment
 - ii. Attachment B – Certification Regarding Lobbying

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

SUBRECIPIENT: _____

By: _____
(Signature)

Name: _____

Title: _____

Date: _____

**STATE OF MONTANA
DISASTER AND EMERGENCY SERVICES**

By: _____
Governor's Authorized Representative

Date: _____

Attachment A

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY
and VOLUNTARY EXCLUSION**

The Subrecipient certifies, to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within the five-year period preceding entering into this Agreement had one or more public transactions (Federal, State, or Local) terminated for cause or default; and
3. Have not within the five-year period preceding entering into this proposal been convicted of or had a civil judgment rendered against them for:
 - a) the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or Local) transaction or a contract under public transaction, or b) violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property.

The Subrecipient understands and agrees that the language of this certification must be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, contracts under grants, loans, and cooperative agreements) and that all contractors and sub-contractors must certify and disclose accordingly.

The Subrecipient further understands and agrees that this certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into.

By: _____
Signature

Subrecipient's Name

Name and Title

DES Agreement Number

Street Address

City, State, Zip

Date

**Attachment B
Certification Regarding Lobbying**

APPENDIX A, 44 CFR PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Subrecipient or contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Subrecipient/contractor's Authorized Official

Name and Title of Subrecipient/contractor's Authorized Official

Date



**AGREEMENT with
CARBON COUNTY**
**For the SPECIAL SUPPLEMENTAL NUTRITION
PROGRAM FOR WOMEN, INFANTS AND CHILDREN (WIC)**

I. AGREEMENT PARTIES

Yellowstone City-County Health Department dba RiverStone Health and Carbon County.

II. AGREEMENT PERIOD

Terms of this agreement shall go into effect October 1, 2023 through September 30, 2024. Terms of this agreement are subject to review. This agreement may be terminated by either party with one month's written notice.

III. PURPOSE

This an agreement to ensure ongoing services for the Special Supplemental Nutrition Program for Women Infants and Children (WIC) in Carbon County.

IV. RESPECTIVE RESPONSIBILITIES

- I. RiverStone Health WIC, as lead agency designated by the Montana WIC Program, agrees to be responsible for administering the Montana WIC Program for Carbon County. The following are included with this responsibility:**
1. RiverStone Health WIC will provide WIC staff who will travel to the Carbon County office in Red Lodge to provide direct WIC services to Carbon County WIC participants and applicants. RiverStone Health WIC may also provide remote WIC program services to Carbon County WIC participants and applicants when necessary and when it meets the guidelines of the Montana State WIC office.
 2. As RiverStone Health employees WIC staff are expected to follow RiverStone Health policies and procedures, and to adhere to Montana State WIC guidelines in determining program eligibility, providing nutrition, and breastfeeding education, and making referrals for local and state resources.
 3. RiverStone Health WIC will provide Registered Dietitian coverage for high-risk WIC participants.
 4. Carbon County WIC participants will have access to the RiverStone Health WIC Peer Breastfeeding Program, Breast Pump Program and the Farmers Market Nutrition Program.
 5. RiverStone Health WIC LARC (Local Agency Retailor Coordinator) will work with local retailers (grocers) within Carbon County in providing guidance, education and monitoring as required by the Montana State WIC Program.
 6. WIC Clinics will be held on prearranged dates and times in the Personal Services Building at 10 South Oakes in Red Lodge. Clinic days and times are arranged between the RiverStone Health WIC Manager and the Carbon County Public Health staff. RiverStone Health WIC staff will leave the condition of the space in good working condition following each clinic.
 7. Referrals for additional resources and Outreach are important functions of WIC. RiverStone Health WIC will utilize the local agencies of Carbon County whenever possible when referring for resources. RiverStone Health WIC and will coordinate with local resources and agencies in conducting outreach to make the WIC Program known and accessible to eligible families in Carbon County.

8. The RiverStone Health WIC Program monitors/audits local WIC clinic operations, including staff training and performance of WIC program services, for compliance with State and Federal WIC guidelines, and follows up on Civil Rights and program complaints.

II. Carbon County will be responsible for providing and maintaining a site for provision of WIC program services for Carbon County, including as follows:

1. Carbon County will continue to provide a site for WIC program services at the Personal Services Building at 10 South Oakes, Red Lodge, Montana. Adequate space for clinic functions and waiting areas at the site will be available to RiverStone Health WIC staff and participants on the prearranged dates and times.
2. Should the location be unavailable, Carbon County Public Health staff will contact RiverStone Health WIC Manager to arrange another location.
3. Montana WIC runs on a web-based computer program, MSpirit, which requires a reliable internet connection. Carbon County will make available reliable internet access to WIC staff for performing the duties and tasks associated with WIC.

III. It is mutually agreed:

1. RiverStone Health WIC and the Carbon County will collaborate whenever possible to make public health services, including WIC and Immunizations, accessible to Carbon County families.
2. Confidentiality regarding mutual services and contacts will be a priority.
3. This institution is an equal opportunity provider.

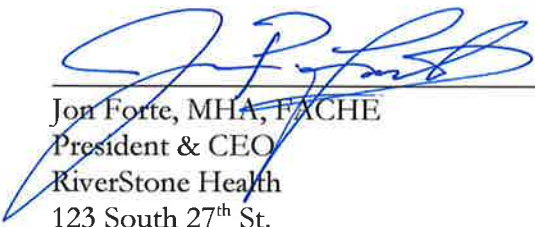
Both parties agree that this document includes the entire Agreement between the parties, and that no other conditions are implied or intended.

Date

Carbon County Commissioner Chairman

12/1/23

Date



Jon Forte, MHA, FACHE
President & CEO
RiverStone Health
123 South 27th St.
Billings, MT 59101

INTER-LOCAL AGREEMENT FORMATION, AUTHORITY AND ADMINISTRATION OF ABATEMENT REGION 3 FOR THE OPIOID SETTLEMENT

This Interlocal Agreement (Agreement) is made pursuant to Title 7, Chapter 11, Part I, Montana Code Annotated on the ____ date of _____, 2024 (Effective Date) between Big Horn County, Carbon County, Stillwater County, Sweet Grass County, Wheatland County, Judith Basin County, Fergus County, Petroleum County, Musselshell County, and Golden Valley County (collectively the “Parties”).

ARTICLE I - PURPOSE

The purpose of this Agreement is to establish the governance structure for the administration, management, and use of Opioid Remediation Funds that the Parties are entitled to receive as a part of a Settlement Agreement (Settlement Agreement) outlined in a Memorandum of Understanding (MOU) with the Attorney General, a copy of which is attached to this Agreement.

ARTICLE II- DURATION and TERMINATION

The terms and conditions of this agreement shall become effective on the Effective Date of this Agreement. The term of this Agreement is two years from the Effective Date and may be extended for additional one-year periods, not to exceed ten years. This Agreement may be mutually terminated at any time, by any party, providing thirty (30) calendar days written notice of termination.

ARTICLE III-CREATION OF ENTITY

- A. CREATION OF REGION THREE MULTI-COUNTY OPIOID ABATEMENT REGION
- (1) By entering this Agreement, the Parties create the Region Three Multi-County Opioid Abatement Region (Abatement Region Three).
 - (2) Abatement Region Three shall have the responsibility to make decisions about planning, budgeting, and disbursement of funds for projects that will equitably and appropriately serve the needs of the entire Region mid be consistent with the MOU and the Settlement Agreement's definition and description of appropriate Opioid Remediation and Approved Purposes.
 - (3) Abatement Region Three shall consist of ten (10) members, one appointed from each county who is a party to this Agreement. The members shall elect a presiding officer and shall hold regular meetings at least annually and special meetings as necessary,
 - (4) Abatement Regional Three designates _____ County as the Fiscal Agent as it relates to the Opioid Remediation Funds and the MOU and may on behalf of Abatement Region Three, submit claims, requests for disbursements, accountings of spending and any other financial reports or matters as it relates to these funds. The fiscal agent may withhold up to 5% of each grant award for administrative costs.

ARTICLE IV-GENERAL PROVISIONS

1. ASSIGNMENT and AUTHORITY

No party shall assign, transfer, or convey any right or obligation set forth in this Agreement without the prior written consent of the other parties. The undersigned represent that they have authority to enter this Agreement.

2. COMPLETE AGREEMENT

This Agreement constitutes the sole and entire agreement between the Parties with regard to the subject matter hereof. No other terms or conditions shall be binding upon either party unless accepted in writing. This Agreement supersedes any previous oral or written agreements between the Parties with regard to the subject matter hereof.

3. APPLICABLE LAW, VENUE and ATTORNEYS FEES

This Agreement shall be governed by the laws of the State of Montana and any action to enforce any right or obligation shall be brought in the **Fourteenth Judicial District, Musselshell County**. The prevailing party in any action to enforce this Agreement shall be entitled to attorney's fees.

4. COMPLIANCE WITH LAW

The Parties shall comply with all applicable federal, state, and local law in performing under this Agreement.

5. SEVERABILITY

The provisions of this Agreement shall be deemed independent and severable, and the invalidity, partial invalidity, or unenforceability of any one provision or portion thereof shall not affect the validity or enforceability of any other provision of this Agreement.

6. RECORDING

All parties will be responsible for filing an executed copy of this Agreement with the Big Horn County, Montana Clerk and Recorder, the Carbon County, Montana Clerk and Recorder, the Stillwater County, Montana Clerk and Recorder, the Sweet Grass County, Montana Clerk and Recorder, the Wheatland County, Montana Clerk and Recorder, the Golden Valley County, Montana Clerk and Recorder, the Musselshell County, Montana Clerk and Recorder, the Judith Basin County, Montana Clerk and Recorder, the Fergus County, Montana Clerk and Recorder, the Petroleum County, Montana Clerk and Recorder, and the Secretary of State pursuant to 7-11-107, MCA. Cost of filing will be shared equally.

7. INTERLOCAL AGREEMENT

This Agreement is an interlocal agreement under Section 7-11-104. M.C.A. To that end, this Agreement shall remain in effect at least through the date stated in Article II

above, unless earlier terminated under the provisions hereof or by the agreement of the Parties. As an agreement amongst recognized government entities and political subdivisions no partnership or joint venture is intended nor exists nor shall be deemed to exist between the Parties.

This Agreement entered on the Effective Date by:

BIG HORN COUNTY, MONTANA

Chairman, Board of County Commissioners

STILLWATER COUNTY, MONTANA

Chairman, Board of County Commissioners

WHEATLAND COUNTY, MONTANA

Chairman, Board of County Commissioners

MUSSELSHELL COUNTY, MONTANA

Chairman, Board of County Commissioners

FERGUS COUNTY, MONTANA

Chairman, Board of County Commissioners

CARBON COUNTY, MONTANA

Chairman, Board of County Commissioners

SWEET GRASS COUNTY, MONTANA

Chairman, Board of County Commissioners

GOLDEN VALLEY COUNTY, MONTANA

Chairman, Board of County Commissioners

JUDITH BASIN COUNTY, MONTANA

Chairman, Board of County Commissioners

PETROLEUM COUNTY, MONTANA

Chairman, Board of County Commissioners

MAINTENANCE AGREEMENT

**peterson
quality
office**

2121 1st Ave South
Billings, Montana 59101
o 406.245.5151
f 406.245.7516
pqo@petersonqualityoffice.com
www.petersonqualityoffice.com

TOSHIBA

e-STUDIO



KONICA MINOLTA

Customer Information

Company Name _____

Address _____ City _____ State _____ Zip _____

Contact Name _____ Phone Number _____

Contract Details

Starting Date _____ Contract Term _____

Monthly Quarterly Yearly

B&W Allowance _____ Excess Rate _____

Color Allowance _____ Excess Rate _____

- Includes:
- Toner
 - Parts
 - Labor
 - Networking (Additional \$15/Month)

Total _____

DOES NOT INCLUDE PAPER OR STAPLES.

Make _____ Model _____ Serial Number _____ Unit ID _____

Location _____

Starting Copy Count _____ Black _____ Color _____

This authorizes Peterson Quality Office to maintain in proper operating condition all the machines listed in this agreement. For the service we agree to pay the current maintenance rate listed. The terms of this agreement are as follows:

- A. Service performed Monday through Friday from 8am to 5pm, excluding holidays.
- B. Provide coverage for all work excluding repairs made necessary by accident, neglect, theft, electrical power failure, or repairs resulting from service by personnel other than that of Peterson Quality Office.
- C. Provide electronic board repair or replacement for one year on A4 products and three years on A3 products from the date of the installation.
- D. Provide loaners, as needed, with no additional charge.
- E. Does not include coverage for problems incurred by using a non OEM (Original Equipment Manufacturer) toner or supplies.
- F. Moving of any equipment must be done by a Peterson Quality Office technician and can be billed at the discretion of Peterson Quality Office.
- G. Changes made to original setup and networking* will be charged at a per hour rate, unless opted into monthly networking coverage.
- H. Maintenance rate will be reviewed yearly and is subject to a 10% maximum increase.

Contract cancellation will be preceded by a 30 day notice, in writing, by either party.

Authorized Signature _____ **Date** _____

Service Representative _____ **Date** _____

*Networking is considered the network configuration of the equipment, the print driver configuration, and/or scanning configuration.



December 11, 2023

Jeremy Eaton
Engineering West
P O Box 194
Columbus MT 59019

RE: Silver Run School Subdivision
Carbon County
E.Q. #23-1307

Dear Mr. Eaton:

The plans and supplemental information relating to the water supply, sewage, solid waste disposal, and storm drainage (if any) for the above referenced division of land have been reviewed as required by ARM Title 17 Chapter 36(101-805) and have been found to be in compliance with those rules.

Two copies of the Certificate of Subdivision Plat Approval are enclosed. The original is to be filed at the office of the county clerk and recorder. The duplicate is for your personal records.

Development of the approved subdivision may require coverage under the Department's General Permit for Storm Water Discharges Associated with Construction Activity, if your development has construction-related disturbance of one or more acre. If so, please contact the Storm Water Program at (406) 444-3080 for more information or visit the Department's storm water construction website at <http://www.deq.state.mt.us/wqinfo/MPDES/StormwaterConstruction.asp>. Failure to obtain this permit (if required) prior to development can result in significant penalties.

In addition, your project may be subject to Federal regulations relating to Class V injection wells. Please contact the United States Environmental Protection Agency regarding specific rules that may apply.

Your copy is to inform you of the conditions of the approval. Please note that you have specific responsibilities according to the plat approval statement primarily with regard to informing any new owner as to any conditions that have been imposed.

If you have any questions, please contact this office.

Sincerely,

A handwritten signature in black ink that reads "Shawn Rowland for". The signature is written in a cursive style.

Shawn Rowland M.S. R.S.
Subdivision Section Supervisor
Engineering Bureau
Water Quality Division

SR/HM

cc: County Sanitarian
County Planning Board (e-mail)
Owner

STATE OF MONTANA
DEPARTMENT OF ENVIRONMENTAL QUALITY
CERTIFICATE OF SUBDIVISION PLAT APPROVAL
(Section 76-4-101 et seq.)

TO: County Clerk and Recorder
Carbon County
Red Lodge, Montana

E.Q. # 23-1307

THIS IS TO CERTIFY THAT the plans and supplemental information relating to the subdivision known as **Silver Run School Subdivision**

A subdivision located in a tract lying in Tract 1 of Certificate of Survey No. 2446 RB lying in the NW ¼ NW1/4 of Section 31, Township 5 South, Range 21 East, P.M.M., Carbon County, Montana,

consisting of 1 lot have been reviewed by personnel of the Water Quality Division, and,

THAT the documents and data required by ARM Chapter 17 Section 36 have been submitted and found to be in compliance therewith, and,

THAT the approval of the Plat is made with the understanding that the following conditions shall be met:

THAT the lot as indicated on the Plat to be filed with the county clerk and recorder will not be further altered without approval, and,

THAT Lot 1 shall be used for one commercial unit, and,

THAT the public water supply system and public sewage treatment systems serving the lot were reviewed and approved under EQ#21-2598, dated July 21, 2021, and,

THAT no sewage treatment system shall be constructed within 100 feet of the maximum highwater level of a 100-year flood of any stream, lake, watercourse, or irrigation ditch, nor within 100 feet of any domestic water supply source, and,

THAT the stormwater design requires a drainage swale and a retention pond with a minimum volume of 488.4 cubic feet be constructed and located in accordance with the approved plans, and,

THAT the stormwater design requires the installation of a minimum of 10,000 square feet (0.23 acre) of lawn and landscaped area around the structure on each lot to absorb a portion the additional run-off from the commercial unit, and,

THAT the operation and maintenance of the stormwater facilities shall be the responsibility of lot owner, and,

THAT water supply systems, sewage treatment systems and storm drainage systems will be located as shown on the approved plans and lot layout, and,

THAT the developer and/or owner of record shall provide each purchaser of property with a copy of the Plat, approved location of water supply, sewage treatment system and storm drainage structures as shown on the attached lot layout, and a copy of this document, and,

THAT instruments of transfer for this property shall contain reference to these conditions, and,

THAT departure from any criteria set forth in the approved plans and specifications and Title 17, Chapter 36, Sub-Chapters 1, 3, and 6 ARM when erecting a structure and appurtenant facilities in said subdivision without Department approval, is grounds for injunction by the Department of Environmental Quality.

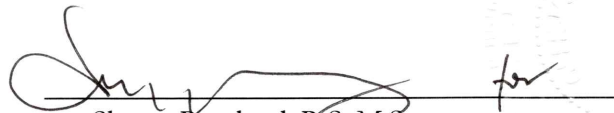
Pursuant to Section 76-4-122 (2)(a), MCA, a person must obtain the approval of both the State under Title 76, Chapter 4, MCA, and local board of health under section 50-2-116(1)(i), before filing a subdivision plat with the county clerk and recorder.

YOU ARE REQUESTED to record this certificate by attaching it to the Plat filed in your office as required by law.

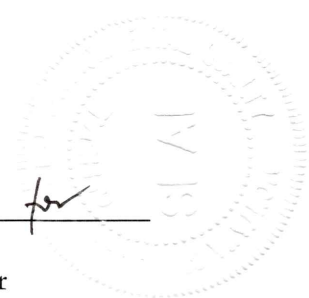
DATED this 7th day of April, 2023.

CHRIS DORRINGTON
DIRECTOR

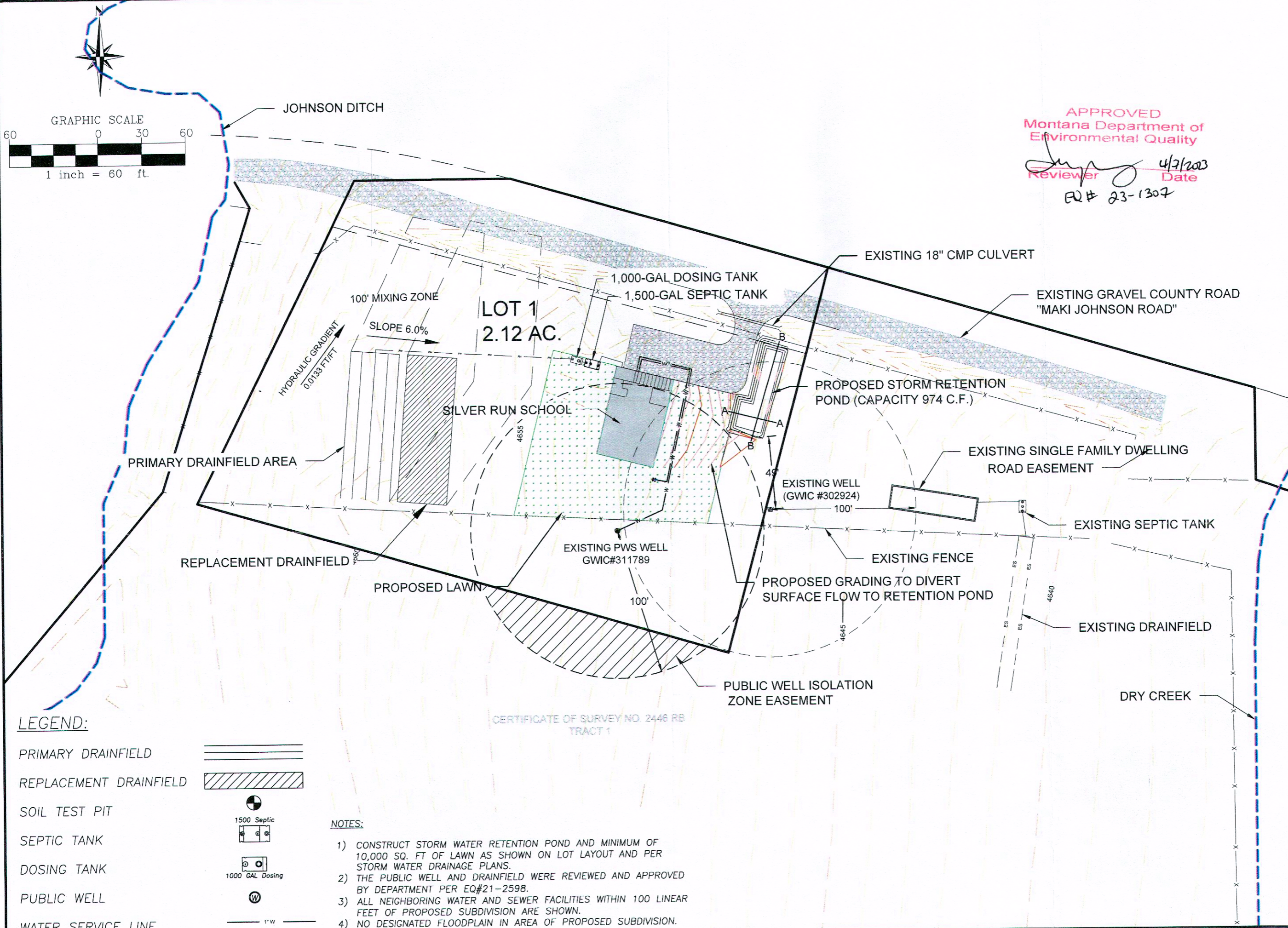
By:



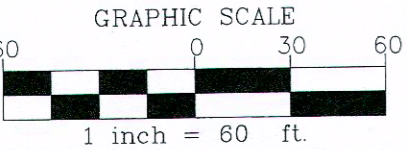
Shawn Rowland, R.S. M.S.
Subdivision Section Supervisor
Engineering Bureau- Water Quality Division
Department of Environmental Quality



Owner's Name: Atlee Hershberger



APPROVED
 Montana Department of
 Environmental Quality
 Reviewer: *[Signature]* Date: 4/2/2023
 EQ# 23-1307



LEGEND:

- PRIMARY DRAINFIELD
- REPLACEMENT DRAINFIELD
- SOIL TEST PIT
- SEPTIC TANK
- DOSING TANK
- PUBLIC WELL
- WATER SERVICE LINE

NOTES:

- 1) CONSTRUCT STORM WATER RETENTION POND AND MINIMUM OF 10,000 SQ. FT OF LAWN AS SHOWN ON LOT LAYOUT AND PER STORM WATER DRAINAGE PLANS.
- 2) THE PUBLIC WELL AND DRAINFIELD WERE REVIEWED AND APPROVED BY DEPARTMENT PER EQ#21-2598.
- 3) ALL NEIGHBORING WATER AND SEWER FACILITIES WITHIN 100 LINEAR FEET OF PROPOSED SUBDIVISION ARE SHOWN.
- 4) NO DESIGNATED FLOODPLAIN IN AREA OF PROPOSED SUBDIVISION.

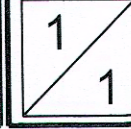
P.O. BOX 194
 COLUMBUS, MT 59019
 PHONE 322-1116
 WWW.ENGINEERING-WEST.COM



DRAWN BY: TW	CHECKED BY: TW	SCALE: 1" = 60'
DATE: 5/16/22	REV. DATE: 10/23/23	REVISION: 3
TOWNSHIP: SS	RANGE: 21E	SECTION: 31

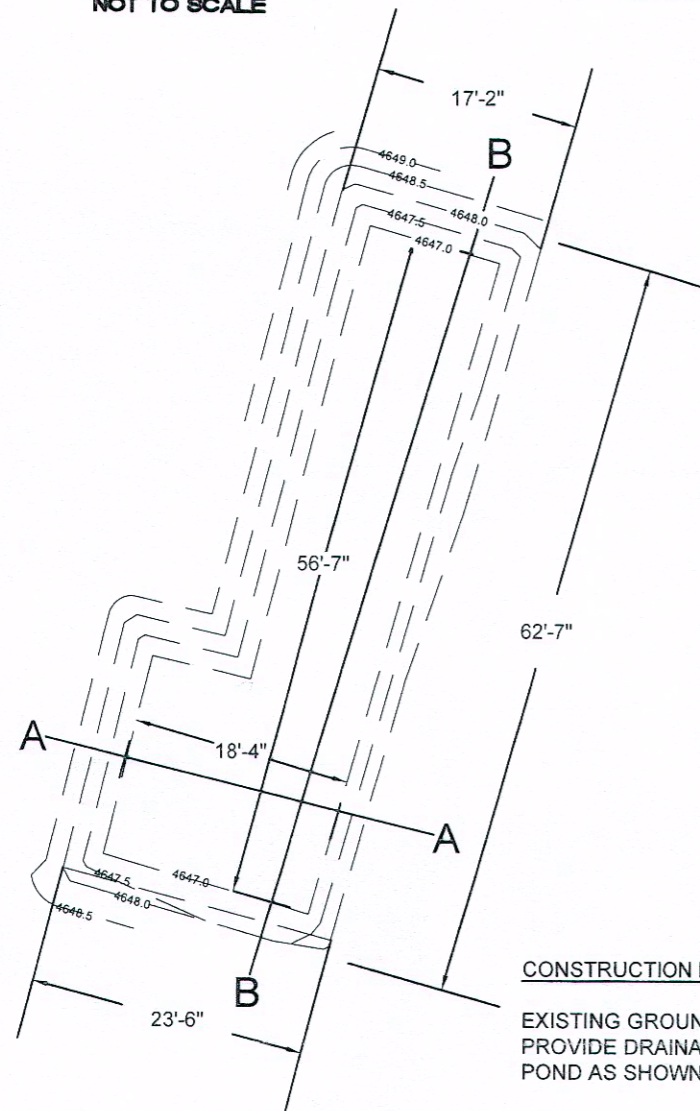
LOT 1 OF SILVER RUN SCHOOL SUBDIVISION
 LOT LAYOUT

~ SHEET ~



1 STORM WATER RETENTION POND PLAN VIEW

NOT TO SCALE



RETENTION POND SIZE

Elevation	Area (ft ²)	Area No.	Depth (ft)	Stage Volume (ft ³)	Cumulative Volume (ft ³)
4647.0	740.0	A ₁	0	0	
4647.5	979.0		0.5	430	430
4648.0	1,203.2	A ₂	1.5	546	975

MAINTENANCE NOTES:

MAINTENANCE OF STORM WATER DRAINAGE STRUCTURES (RETENTION POND) SHALL BE COMPLETED BY EACH PROPERTY OWNER. THE MAINTENANCE SHALL INCLUDE CLEANING OF THE RETENTION POND EACH SPRING (BY APRIL 30) AND FALL (BY OCTOBER 31) TO REMOVE ANY DEBRIS THAT WOULD BLOCK THE FLOW OF WATER AND CAUSE THE STORM WATER POND TO OVERFLOW. THE STRUCTURES SHOULD BE CLEANED ANY TIME DEBRIS OR SEDIMENT ACCUMULATES IN THE STRUCTURES. IF SEDIMENT ACCUMULATES IN THE STRUCTURES, THE SEDIMENT OR OTHER DEBRIS MUST BE REMOVED.

SIDE SLOPES OF THE POND SHALL BE MAINTAINED TO PREVENT EROSION AND ENSURE PROPER DRAINAGE. THE DEPTH AND LENGTH OF THE STORM WATER RETENTION POND SHALL BE MAINTAINED TO ENSURE THE GROWTH OF THE VEGETATION TO SLOW THE FLOW OF THE STORM WATER AND REMOVE SEDIMENT AND OTHER DEBRIS.

VOLUME CALCULATIONS (AVERAGE END AREA METHOD)

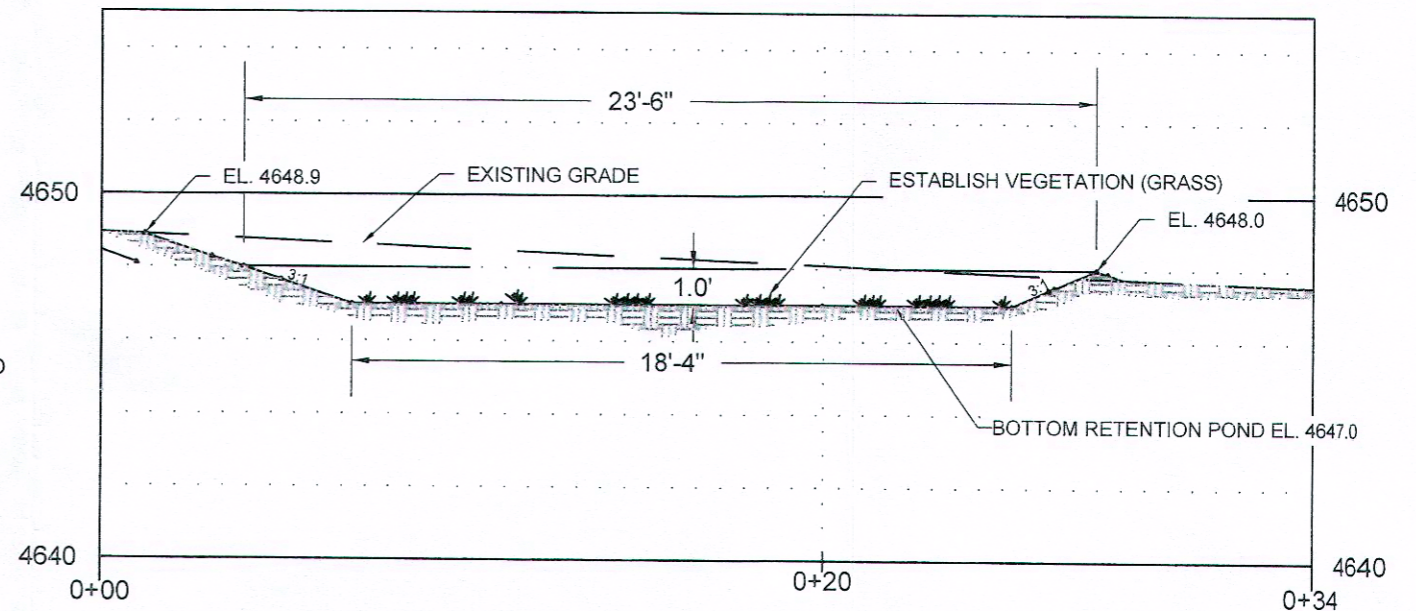
A1 = 740 sq. ft
 A2 = 1,203.2 sq. ft
 D = 1 ft
 V = 975 cubic feet

$$V = D \frac{(A_1 + A_2)}{2}$$

V = Volume of pond
 A1 = Area of pond bottom
 A2 = Area of pond top
 D = Depth of pond

2 STORM WATER RETENTION POND-CROSS SECTION A-A

NOT TO SCALE



APPROVED
 Montana Department of
 Environmental Quality

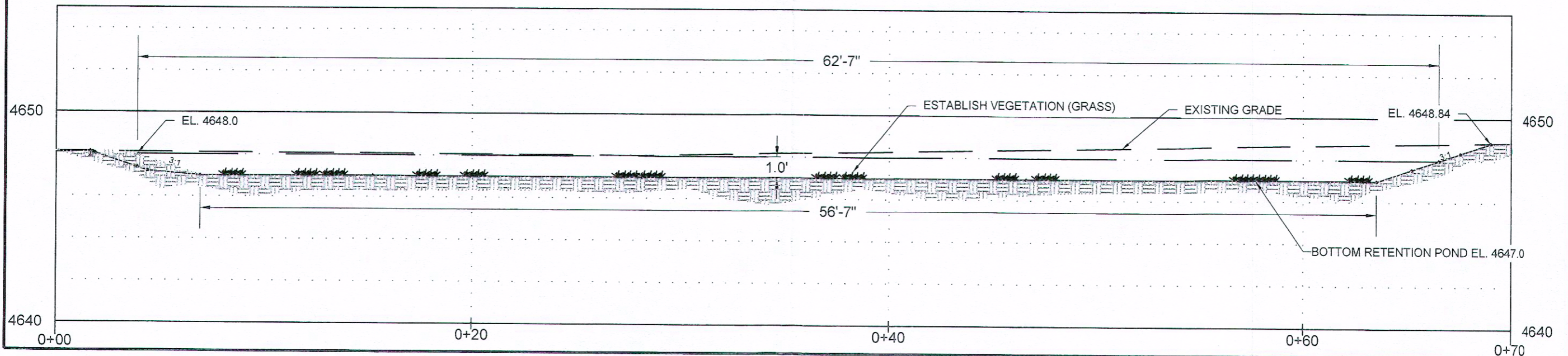
[Signature]
 Reviewer Date
 4/7/2023
 EQ # 23-1307

CONSTRUCTION NOTE:

EXISTING GROUND EAST OF SCHOOL BUILDING SHALL BE GRADED TO PROVIDE DRAINAGE FLOW FROM THE BUILDING TO THE RETENTION POND AS SHOWN ON LOT LAYOUT.

3 STORM WATER RETENTION POND-CROSS SECTION B-B

NOT TO SCALE



DRAWN BY: TW	CHECKED BY: ...	SCALE: N.T.S.
DATE: 5/17/22	REV. DATE: 11/29/22	REVISION: 1
TOWNSHIP: 5S	RANGE: 21E	SECTION: 21



SILVER RUN SCHOOL
 STORMWATER DETAILS

SILVER RUN SCHOOL SUBDIVISION

PLAT NO. _____

A MINOR SUBDIVISION IN TRACT 1 OF
 CERTIFICATE OF SURVEY NO. 2446 RB
 LYING IN GOVERNMENT LOT 3 OF
 SECTION 31, T.5S., R.21E., P.M.M.,
 CARBON COUNTY, MONTANA

CERTIFICATE OF FINAL PLAT APPROVAL:

The County Commission of Carbon County, Montana does hereby certify that it has examined this subdivision plat and having found the same to conform to law, approves it for recording.

Chairman, Carbon County Board of Commissioners Commissioner

Commissioner Attest – Carbon County Clerk and Recorder

Dated this _____ day of _____, 2023.

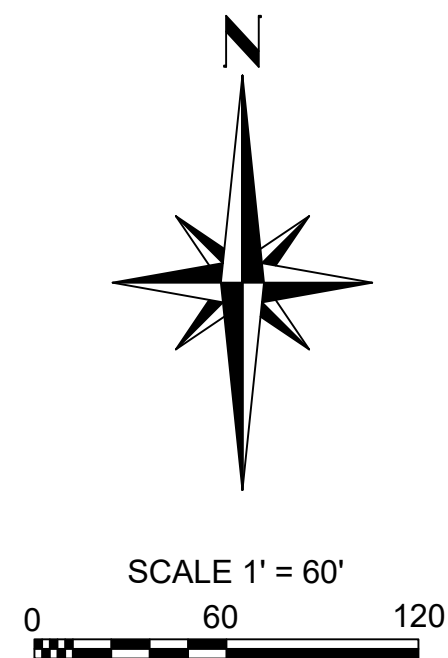
TREASURER'S CERTIFICATION:

I hereby certify, pursuant to Section 76-3-207(3), MCA, that all real property taxes and special assessments assessed and levied on the land described above have been paid:

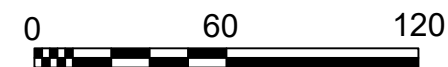
Dated this _____ day of _____, 2023.

Treasurer, Carbon County Montana

TRACT 1 AMENDED
 165.61 ACRES
 (SEE SURVEYOR'S NOTE)



SCALE 1" = 60'



UNPLATTED LANDS OF
 PETER J. BERTOLINO

SURVEYED BY: RED LODGE SURVEYING LLC
 PO BOX 986 | 606 S GRANT AVE.
 RED LODGE, MT 59068

DURING: SEPTEMBER OF 2021

LANDOWNER: ATLEE HERSHBERGER

POINT
 OF
 BEGINNING

CORNER OF
 SECTIONS 30 AND 31
 FOUND REBAR

TRACT 2
 PER COS 2446 RB

BASIS OF BEARING
 PER C.O.S. 2446 RB

N0°06'21"E

346.43'

25

36

CORNER OF
 SECTIONS 25 AND 36
 FOUND ALUMINUM CAP
 VIA KARAS 13602 LS

SURVEYOR'S NOTE:

The area of Tract 1 of Certificate of Survey No. 2446 RB was 167.58 acres. Certificate of Survey No. 2446 RB #2 increased the area of said Tract 1 by 0.15 acres. Lot 1 of this survey removes 2.12 acres from said Tract 1. The resulting acreage of Tract 1 Amended as shown on this survey (formerly Tract 1) is therefore 165.61 acres per record data.

CERTIFICATE OF DEDICATION AND LEGAL DESCRIPTION:

I, the undersigned landowner do hereby certify that I have caused to be surveyed, subdivided and platted into lots, as shown by the plat hereto annexed, a tract of land situated in Tract 1 of Certificate of Survey No. 2446 RB and located in the Government Lot 3 of Section 31, T.5S., R.21E., Carbon County, Montana, the perimeter boundary of Lot 1 being described as follows:

Beginning at a point lying N.89°53'21"E., for 81.49 feet from the Northwest corner of said Tract 1; Thence N.89°53'21"E. along the North line of said Tract 1, for 106.65 feet; thence S.74°01'18"E. along the Northeasterly line of said Tract 1, for 225.24 feet; thence S.15°09'39"W., for 269.44 feet; thence N.73°46'18"W., for 376.04 feet; thence N.26°33'14"E., for 242.33 feet to the true Point of Beginning, containing 2.12 Acres more or less. Subject to easements and/or rights of way of record, apparent on the ground and/or reserved per this survey, all according to the attached Certificate of Survey.

Legal and physical access is provided to Lot 1 per MCA 76-3-608(3)(d) and Section II.B.4.p.

The above-described tract of land is to be known and designated as "SILVER RUN SCHOOL SUBDIVISION". The undersigned hereby grants unto each and every person, firm or corporation, whether public or private, providing or offering to provide telephone, telegraph, electric power, gas, television, water or sewer service to the public, the right to joint use of an easement for the construction, maintenance, repair and removal of their lines and other facility, in, over, under and across each area designated on this plat as "utility easement" to have and to hold forever.

No land is being dedicated to the public.

Atlee Hershberger

STATE OF MONTANA
 County of Carbon

This instrument was acknowledged before me this _____ day of _____, 2023
 By: Atlee Hershberger

Notary Public - State of Montana (Signature)

UNPLATTED LANDS OF
 PETER J. BERTOLINO

R=1530.00'
 A=7.07'
 CD=7.07'
 CB=S73°53'21"E
 D=0°15'53"
 (R&F)

MAKI JOHNSON ROAD

LOT 1
 2.12 ACRES

EXISTING PWS WELL
 GWIC#311789

TRACT 1 AMENDED
 165.61 ACRES
 (SEE SURVEYOR'S NOTE)

WELL ISOLATION ZONE EASEMENT
 FOR THE BENEFIT OF LOT 1
 SET FORTH ON THIS SURVEY

SURVEYOR'S CERTIFICATION:

I hereby certify that the survey shown on the attached Plat of Survey was performed by me or under my direct supervision.

Dated this _____ day of _____, 2023.

RED LODGE SURVEYING LLC

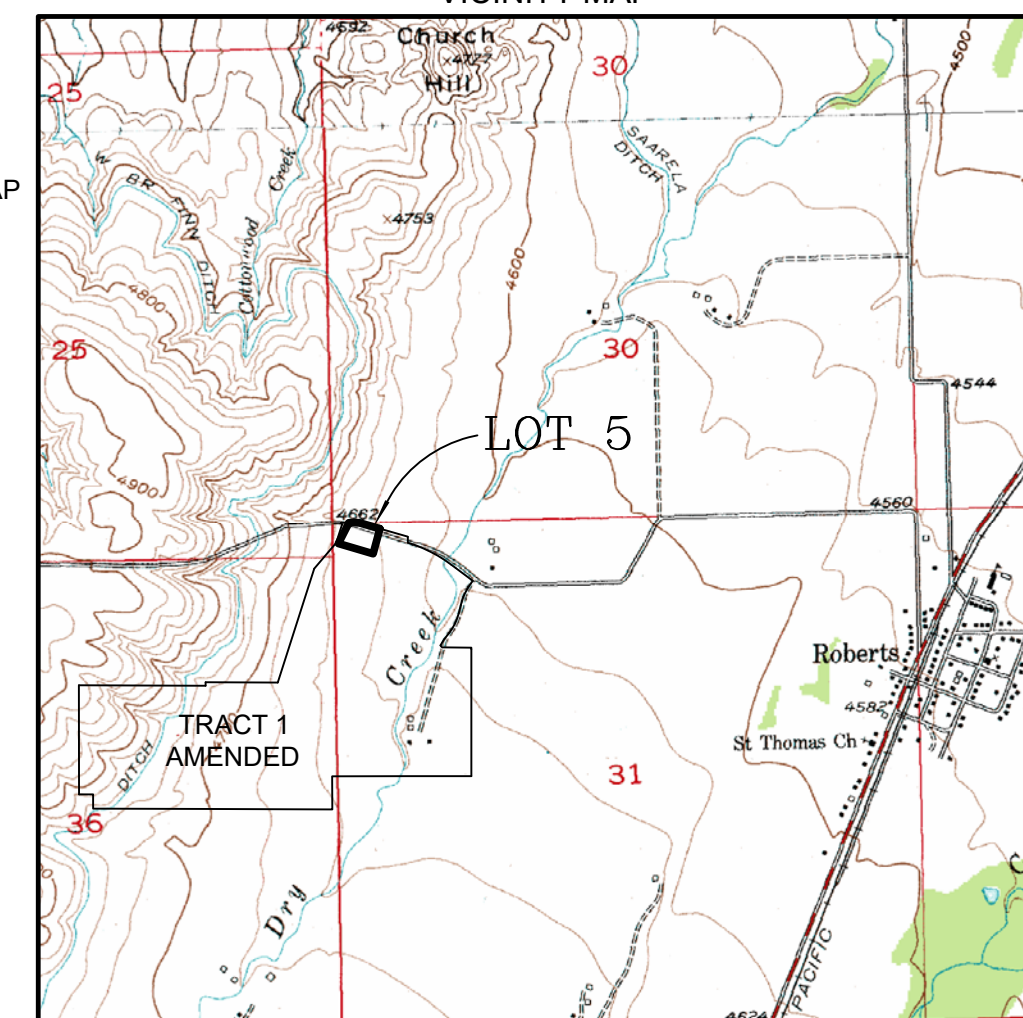
By: _____
 William H. Karas, PLS
 Montana Reg. Number 13602 LS

LEGEND

- SET NO.5 REBAR WITH 1 1/4" YELLOW PLASTIC CAP VIA RED LODGE SURVEYING, INC AND UNDERSIGNED PLS
- NO MONUMENT FOUND OR SET
- FOUND YPC VIA KARAS 13602 LS
- W.C. WITNESS CORNER
- ✦ SECTION CORNER

CLERK AND RECORDER INFORMATION:

VICINITY MAP



SCALE: 1" = 2,000'

CARBON COUNTY
Planning Office
P.O. Box 466, Red Lodge, MT 59068
Main: (406) 446-1694
Fax: (406) 446-2640

PROJECT MEMORANDUM

TO: Carbon County Board of County Commissioners
FROM: Forrest J. Mandeville – Contract Planner
DATE: December 19, 2023
RE: Silver Run School Subdivision Application–Staff Report and Findings

REQUIRED COMMISSION ACTION: Review, receive public comment, and action to approve, conditionally approve, or deny the proposed preliminary plat.

RECOMMENDATION: **Approval**

RECOMMENDED MOTION: *Having reviewed and considered the application materials, project memorandum, public comments and all of the information presented, I hereby move to **approve** of the Silver Run School Subdivision, with the findings included in the project memorandum.*

Project/Application Summary:

Red Lodge Surveying, on behalf of Atlee Hershberger, has submitted a preliminary plat and final plat application for a one-lot minor subdivision creating a 2.12-acre tract. There is a remainder parcel which is greater than 160 acres and is not subject to review.

There is an existing school on the property. The subdivision would result in the school being on an individual tract of record so title to the school property can be held independent of other property. A family transfer for this property was previously applied for, but never completed due to the regulatory 2-year holding period. There is no restrictions on transferring property if a subdivision is approved and filed.

The subject property is located on Maki Johnson Road, about 1.5 miles west of Roberts. The property is legally described as Tract 1 of Certificate of Survey 2446, located in Section 31, Township 5 South, Range 21 East, P.M.M., Carbon County, Montana.

Required County Commission Action:

Under the adopted Carbon County Subdivision Regulations, following a public meeting, the Commission shall approve, conditionally approve, or deny the plat within 35 working days of a determination of sufficiency. Sufficiency was determined on December 19, 2023, so a decision must be reached by February 9, 2024.

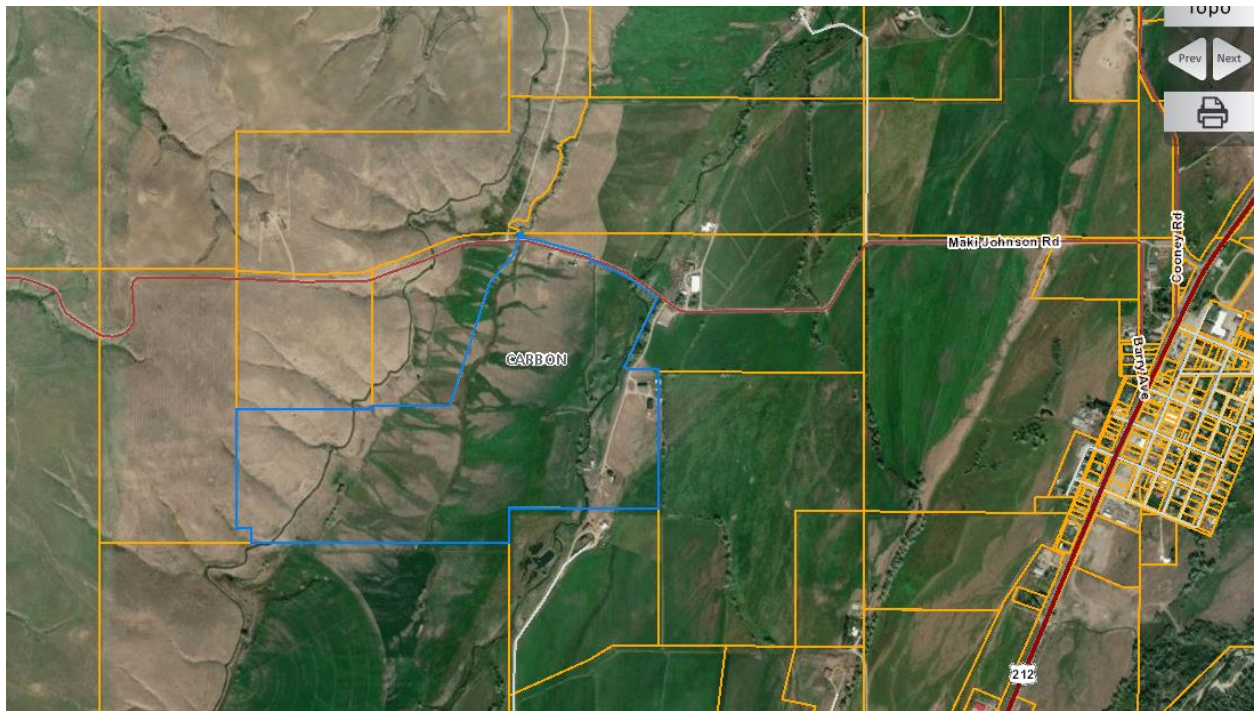
This subdivision meets the criteria for expedited review under Section IV-E of the Subdivision Regulations. Under this section, a subdivision is exempt from the preliminary plat process (Planning

Board review, conditional approval), and proceeds directly to final plat. To qualify for this expedited process, the following must be met:

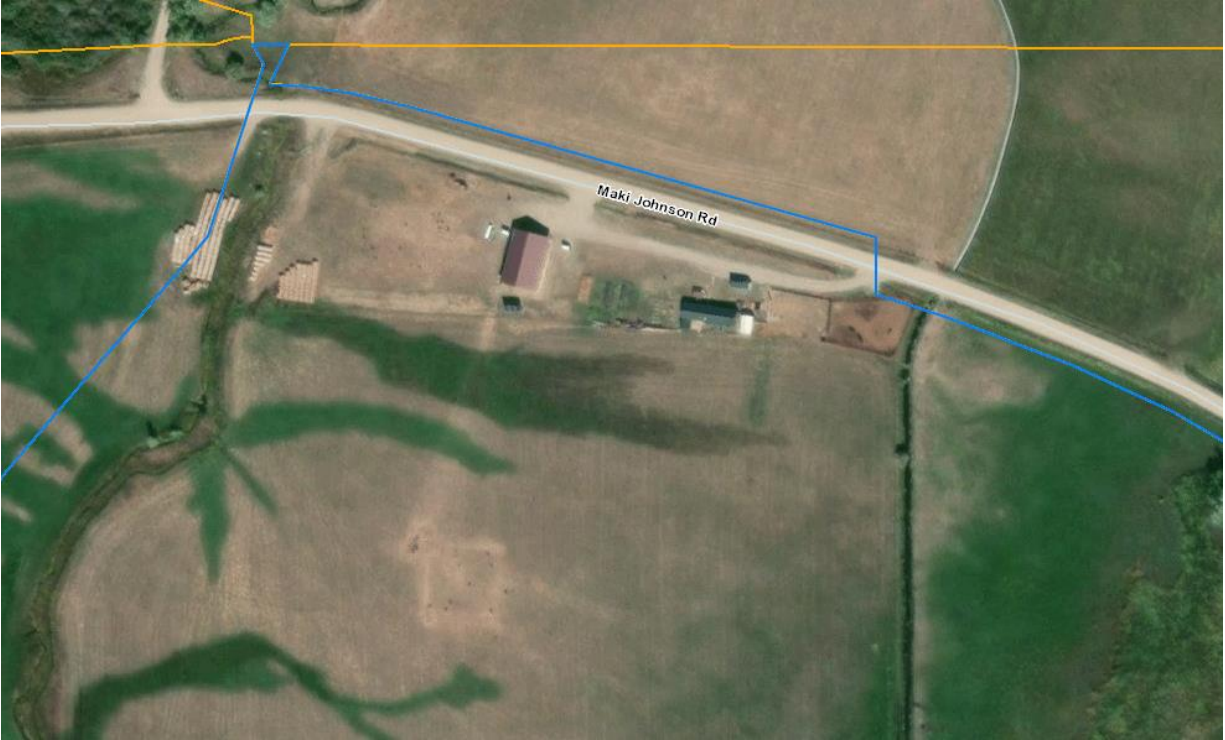
- a. The division of land is for 1 lot subdivisions that meets the definition of a first minor subdivision from a tract of record;
- b. Legal and Physical access to all lots is provided;
- c. No land in the subdivision will be dedicated to the public use for parks and playgrounds;
- d. The plat has been approved by DEQ or county environmental health when approval is required. When a subdivision requires sanitary restrictions to be lifted the DEQ approval must be submitted with the final plat; and
- e. No public improvements are required.

Because these criteria are met, the Commission may approve the subdivision without conditions, and the final plat can be filed.

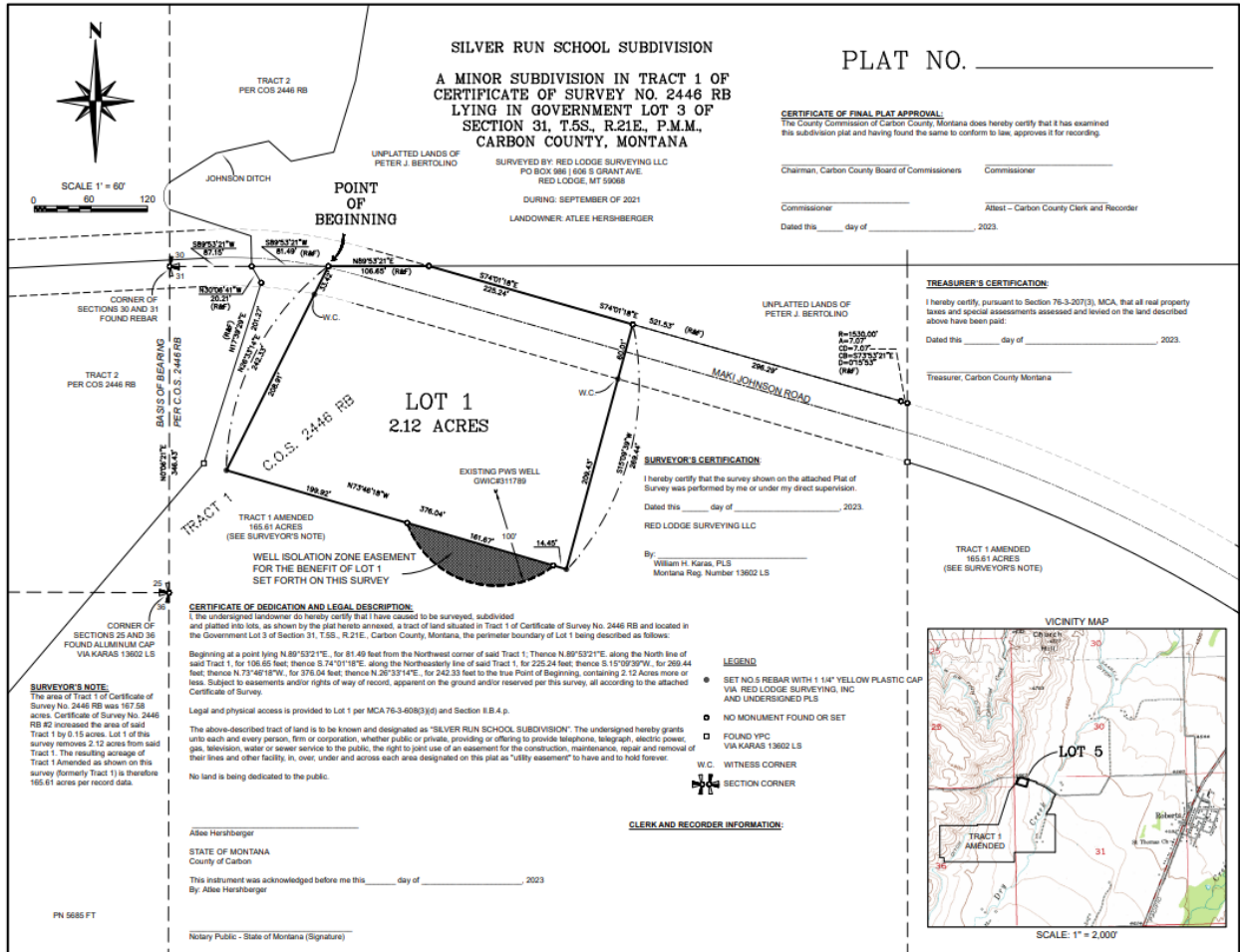
The basis for the Commissioners' decision is whether the proposed subdivision application, the plat, and any additional information authorized by law demonstrates that the proposed subdivision would meet the requirements of the Montana Subdivision and Platting Act and the Carbon County Subdivision regulations.



Proposed Subdivision Location (Blue) and Vicinity



Existing School Area



Subdivision Plat

Subdivision Regulations – Compliance Review/Findings Summary: (Section references are to the Carbon County Subdivision Regulations unless otherwise noted)

a. Relevant evidence relating to the public health, safety, and welfare

A review of the submitted materials does not indicate that the proposed subdivision would, if approved, negatively impact public health and safety.

An existing septic/drainfield system and public water system exist to serve the school. DEQ approval has been obtained according to documents submitted with the application (E.Q. #23-1307).

The property is accessed from Maki Johnson Road, a gravel-surfaced County Road.

b. Summary of Probable Impacts

Except where exempt by state law, all subdivisions must be reviewed for the impact on agriculture, agricultural water user facilities, local services, the natural environment, wildlife, wildlife habitat, and public health and safety.

- Effect on agriculture: The proposed 2.12-acre lot is currently being used for a school. The use would not change with the approval of this subdivision. The remainder is over 160 acres and contains multiple residential and agricultural buildings and is primarily used for agriculture. The area surrounding the subdivision is primarily agricultural. With more development in the area there may be additional conflict with residential or school traffic and agricultural traffic. It is incumbent on the lot owner to avoid conflicts with historic agricultural practices.

Because uses on and surrounding the property are existing and expected to continue, there should be little to no additional impact on agriculture.

- Effect on agricultural water user facilities: There are no agricultural water user facilities on the proposed lot. The Johnson Ditch is located to the west of the property and the remainder parcel contains several agricultural water facilities as well as Dry Creek.

Because there are no irrigation ditches on the new lot and the remainder will remain in its current status, there should be no adverse impacts on agricultural water user facilities as a result of the subdivision.

- Effect on local services: This subdivision makes an existing use on a property independently conveyable. Because of the small scale of the subdivision, and that it is in an area of existing development, the impact on local services is anticipated to be minimal.

Roberts Fire Chief Randy DeVries indicated his approval of the fire plan as submitted, which should be filed with the plat.

The Carbon County Sheriff's office will provide law enforcement services to the subdivision. The applicant submitted information from Sheriff McQuillan indicating the Department has the ability to serve the subdivision with existing personnel and equipment. The anticipated response time would be 15-20 minutes.

Per Section V-A-15 of the Subdivision Regulations, the following language appears on the plat: "The undersigned hereby grants unto each and every person, firm or corporation, whether public or private, providing or offering to provide telephone, telegraph, electric, power, gas, cable television, water or sewer service to the public, the right to the joint use of an easement for the construction, maintenance, repair and removal of the lines and other facilities, in, over, under and across each area designated on this plat as "Utility Easement" to have and hold forever."

- Effect on the natural environment: Impacts to the natural environment are expected to be minimal. An existing public water system and septic/drainfield system is proposed to serve the school. DEQ has approved the subdivision (E.Q. # 23-1307), and the property will need to maintain compliance with the permit or follow proper procedure to revise the permit. This approval should be filed with the plat.

The Carbon County Weed District inspected the property and in the Inspection Report dated July 11, 2023, reports that there is yellowflag iris in Dry Creek that needs to be addressed, but that no bond is required.

- Effect on wildlife: While wildlife does frequent the area, there are several similar uses on surrounding properties, and the development of this subdivision should not have a significant adverse impact on wildlife.
- Effect on wildlife habitat: Some subdivisions in similar habitat report considerable and on-going problems with deer, elk, or antelope damaging landscaped shrubs, flowers, and gardens. The property is not located in Sage Grouse habitat according to the Montana Sage Grouse Habitat Conservation Program.
- Effect on public health and safety: The Carbon County Sheriff's office provides law enforcement service in the area. The subdivision is located within the Roberts Fire District.

c. Whether the application and plat conform to the provisions of the following:

- i. The Montana Subdivision and Platting Act: The Plat has been prepared and processed in accordance with the Montana Subdivision and Platting Act.
- ii. The Carbon County Subdivision Regulations: The application conforms to the requirements of the adopted Subdivision Regulations. The Subdivision Guarantee indicates there are mortgages on the property from Farmers State Bank, and a consent to the subdivision from the bank was provided as well.
- iii. Applicable Zoning Regulations: A Group 2 Development Permit for a private school and church building on the property was obtained in 2020. It appears all conditions of that permit are being adhered to.
- iv. Other regulations in effect in the area of the proposed subdivision: There are no known regulations in the area with which the subdivision would conflict.
- v. Whether DEQ has approved the proposed subdivision for proposed subdivision that will create parcels of less than twenty (20) acres: The new lot is less than 20 acres and DEQ has issued an approval.
- vi. Whether the subdivider has demonstrated that there is an adequate water source and at least one are for a septic system and a replacement drainfield for each lot for a proposed subdivision that will create one or more parcels containing twenty (20) acres or more: There are no proposed lots over 20 acres.

d. Planning Staff Recommendation:

Planning Staff recommends approval of the Silver Run School Subdivision final plat. The following should be filed with the subdivision:

1. Department of Environmental Quality Approval (E.Q. # 23-1307).
2. Fire Control and Prevention Plan.

outdoor lighting development regulations

Dave Tarbell <starbelld@yahoo.com>

Sun 12/31/2023 9:29 AM

To:Forrest Mandeville <Forrest@forrestmandevilleconsulting.com>

Dear Forrest,

I am writing in support of proposed outdoor lighting regulations for carbon county. I feel that the dark sky in our county should be protected. With many new housing and business developments clear lighting guidelines are extremely important.

I would also recommend looking at this document from Teton county as a possible model for our county.

[TetonCo Lighting Regulations.pdf](#)



TetonCo Lighting Regulations.pdf

Kind regards,
Sue Tarbell

Dave and Sue Tarbell

“Kindness is a language which the deaf can hear and the blind can see.”

Glassing the Starry Night

Bradley Brabec

P.O. Box 1720

Red Lodge, Montana 59068

(406) 425-5598

Bradley.j.brabec@gmail.com

Forrest Mandeville

P.O. Box 466

Red Lodge, Montana 59068

(406) 690-1933

forrest@forrestmandevilleconsulting.com

Dear Forrest,

I'm contacting you as a citizen of Red Lodge for over thirty years, and a worker in various industries, including electrical and construction, for over 15 of those years. Our town has been growing since the onset of the pandemic, and with that comes a growth in housing, businesses, and lights. (Bozeman Real Estate Group, 2023) If you take a drive through Remington Ranch you can see many of the new buildings, and plots that were empty five years ago now holding a full home with landscaping. The northern part of the Golf Course had one home enjoying its solitary view of mountains and golfers, now surrounded by many cookie-cutter builds. All of these fitted with modern lights that are rarely hooded or directed, and that unknowingly interfere with sleep cycles. In a

state called Big Sky Country importance should be placed on the ability to view the vast night sky and the many stars and planets that inhabit it. Light pollution disrupts the joys of a clear night sky, as well as the natural biological cycles of our wildlife and fellow Montanans.

Our cozy little mountain city is expanding, which means many new homes are being built with undirected lights to illuminate around the entire house and landscaping that may prevent space observation. Light pollution is a major problem for astronomers with much of the eastern US being too bright to see the big dipper, and much of the east and Midwest close to losing sight of the Milky Way. This trend is creeping west as people start new lives and grand adventures. (Eric Vandernoot, n.d.) Keeping light directed to the ground, or pointing down to illuminate the desired object, will help keep the skies around Red Lodge clear so the Whistler Observatory may work unobstructed when it finishes construction. (*Montana Lighting Services Guide* n.d.) There are local graphs to measure the skies over a period of months. (Red Lodge Dark Skies. n.d.) My friend in the Red Lodge Dark Skies informed me they currently don't have enough data to establish a trend, but are keeping track in many locations moving forward.

Another major reason this issue should be nipped in the bud is the health effects of unregulated light exposure. According to an article from the Environmental Health Perspectives, "Researchers have shown in humans that light influences hormone secretion, heart rate, alertness, sleep propensity, body temperature, and gene expression." (Holzman, 2010) It talks about how creatures have a part of their eye that is

sensitive to blue light to the point of actively affecting their sleep schedules. In humans this doesn't just make us tired, but increases the likely hood of heart disease, heart attacks, and cancer. (Holzman, 2010) Sleep is also when humans transfer short term memories into long term memories, repair everything from muscles to the nervous system, removes toxins like the proteins linked with Alzheimer's, and many more benefits. (USDHHS, 2022) Without this it puts us in a sorry state, and the solutions are simple.

One possible solution is to build houses with exterior lights only over entrances with lamps that are closer to the red-light spectrum and on motion sensors or timers, installing landscaping and lighted walkways to aim the light towards the ground. (Staff, n.d.) During the construction phase wiring plans can be drawn so electricians only rope wires to lights that are necessary, with dimmers built into the switch so that you can keep the glow low. Modern technology allows us to have photo-eyes that determine time of day and motion sensors, which both allow lights to only be on when necessary. (Staff, n.d.) Electricians and homeowners can work together, maybe with a city tax exemption, to come up with these wiring plans and using fixtures that completely cover the bulb so light is directed down.

The pitfall of this solution is it leans heavily on newly built homes and remodels to follow dark sky initiatives with little to no incentive, and to be able to afford to build a home to begin with during these times of high house costs. Sometimes it may be enough to just talk about it, but it may take more. Renters can help reduce their

landlord's light emission by replacing lightbulbs with LED warm lights, only using exterior lights when necessary, turning off lights in rooms that aren't being used, and closing the blinds or shades at night. (National Geographic Society. (n.d.)

Another possible solution is to replace streetlights with directed LED lights emitting a warm glow. (Staff, n.d.) The many streetlights that beautifully illuminate the downtown area and the streetlights that keep the old hospital, civic center, and the post office create a glow that is visible by satellite. (Light Pollution Map. n.d.) If the town replaced the streetlights with LEDs that are directed to the ground and decreased the light output to a set percentage, we could see a decrease in our light visibility by satellite. This can be expensive, especially for a smaller town like Red Lodge. Estimates from Greenshine, a California based light fixture manufacturer, are around \$8,000 for normal lights and around \$5,000 for solar lights, including digging, wires, and installation. (Solar LED Lighting. n.d.) Since this is per light it adds up quick, and since a combination of the two would most likely be best for our snowy winters that price increases even more.

The best solution is to utilize the first two solutions as well as pass local legislation to enshrine Darky Sky Initiatives into our city doctrine so that all future endeavors, be them government, residential, and commercial, as well as new build, remodel, or renovation, are designed with that in mind. (DarkSky International, n.d.) Dark Sky Initiatives act to provide guidelines for local and municipal renovations and construction which helps prevent the health effects discussed above, as well as the

obstruction of a nightly view. (Montana Learning Center, 2023) There are currently programs, like LUNA, that are working to incentivize companies and individuals to buy and manufacture Darky Sky friendly policies through legislation. (DarkSky International, n.d.) More efforts are being done by National Geographic on an international level to educate the world of the CO2 release from lights as well as the health and ecological effects so an informed populace can vote for legislature and candidates who are supportive of this issue.

This is not a light-hearted letter meant for the sole purpose of education. Every year brings more people to our lovely region, and without proper city regulation and encouragement we risk effecting the mental health of the men, women, and children of Red Lodge, and the natural patterns of the Deer, Moose, and Turkeys that call it home. The future of this town's appeal as a recreational hotspot and a stargazer's haven depends largely on you. More importantly the health of your citizenry is at a crucial point where we can stop the creeping wave of light from washing darkness from our night. This is your clarion call, your chance to rise above and steer the ship towards calmer waters.

Sincerely,

Bradley Brabec

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CARBON COUNTY
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PROJECT MEMORANDUM

TO: Carbon County Board of County Commissioners
FROM: Forrest J. Mandeville, AICP – Contract Planner
DATE: December 22, 2023
RE: Carbon County Development Regulations Update - Comments

The Carbon County Commissioner held a public hearing on updates to the Development Regulations on December 7, 2023, during which public comments were accepted. In order to allow further discussion and for all three Commissioners to be in attendance, further discussion was scheduled for January 9, 2024.

To assist in the Commissioners’ discussion and decision making, staff offer the following summary of public comments received and responses to those comments.

- Add “outdoor lighting” to the requirements for what is to be included in a Group 1 and Group 2 Development Permit.
 - Response: This would have the potential to be a significant increase to what is required in the application documents, especially for a Group 1 (residential permit). Currently, for Group 1 uses, the applicant submits a basic site plan, which typically includes a footprint of the building site in relation to property lines and other information that is fairly consistent with what is also required for a septic permit. Requiring outdoor lighting be identified would likely result in staff requesting additional information before applications could be determined to be complete. Group 2 permits, being commercial in nature, are generally more complex and including a lighting plan may be more obtainable, but a lighting plan is not a typical component of these application and has the potential to lead to more complexity in both review and enforcement of these permits.
- Add “outdoor” before “lighting” in the approval criteria for Group 1 and Group 2 permits, and in the general requirements section for conditional uses.
 - Response: This change would be simple to incorporate if desired by the Commission. These sections have always been interpreted to refer to outdoor lighting.
- Add “and shall utilize motion detectors and/or timers to avoid always-on lighting. If possible, bulbs or integrated LEDs should be colored “warm white” instead of “bright white” to the criteria for lighting for Group 1 and Group 2 permits and to the general requirements for conditional uses.
 - Response: Including these requirements as conditions of approval, when appropriate, could be done, but this would be likely to add a layer of complexity to the permitting and

- enforcement processes. Enforcing and proving the use or lack thereof of motion detectors/timers, and types of lighting would be difficult within existing resources.
- Changes to the Group 2 permitting process notification, going from holding a 30-day public comments period open for administrative review, to at least a 10-day notification period prior to a Planning Board meeting would limit public comment.
 - Response: This change was recommended to allow public comment before the Planning Board, in a public meeting, instead of to an administrator prior to the issuance of a ministerial permit. Comparing the two is probably not an apples-to-apples comparison due to the difference in setting. The 10-day timeframe was chosen since that is typically when the board agenda is set and sent to the board members and newspaper, and to facilitate a timely review of the application. There are an additional 10 days after the board meeting during which the decision can be appealed to the Commissioners. The notification timelines can certainly be extended, but the tradeoff would be longer review periods. The recommended change does extend the total allowable review period from 45 to 60 days, primarily to allow efficient use of planning board time. Adding a longer notification period could result in planning board meetings for the sole purpose of reviewing a simple Group 2 permit.
 - Residents beyond 100 feet from a proposed development may be impacted and a larger notification radius should be required.
 - Response: The 100-foot notification requirement was added during the last update. The previous requirement had been to notice only adjacent property owners, which is similar to the requirement in subdivision law. 100-feet was chosen because it is typically far enough to require notification of property owners across a street, on the same block, etc. Extending the radius is possible, but short of notifying everyone in the County a cutoff would need to be chosen.
 - Group 2 permit notification should be published in the newspaper and/or on social media.
 - Response: The Planning Board agendas, on which the permit would appear, is published in the Carbon County News the week before the meeting. While social media has advantages for outreach, there are numerous issues that would have to be worked through prior to mandating advertising development permits this way, such as records retention, commenting policy, and which social media outlets to utilize.
 - Questions were asked about how the recommended changes would impact the Conditional Use Permit process.
 - Response: There are no changes proposed to the Conditional Use Permit process.
 - The possibility of referring the matter back to the Planning Board for additional discussion, particularly around lighting was mentioned.
 - Response: The Development Regulations update was on the Planning Board agenda in June, July, and September 2023. Each of these agendas was duly advertised and noticed.
 - Amazon repackaging centers are adding traffic to area roads and creating other impacts but have not been obtaining Group 2 permits.
 - Response: This type of use would arguably fall under the definition of “commercial use”: “Any use of land for the sale, offering for sale, purchase or any other transaction involving **the handling or disposition of any article, commodity, substance or service**; also the occupancy or management of office buildings, and the use of structures or premises by professions and trades or people rendering services.” This type of change in use likely falls under the radar because they generally occur in existing buildings, such as garages. A definition for “home business” or something similar could be added to try to add clarity. A potential definition could read: *HOME BUSINESS: The use of a portion of a dwelling or*

accessory structure as an office, studio or work room, for occupations at home that are conducted entirely within the structure by one or more persons residing in the dwelling unit. The activity must be clearly incidental to the use of the dwelling for dwelling purposes and should not substantially change the character or appearance thereof, and not be evidenced beyond the limits of the property by advertising, noise, light, smoke, odor, vibration, electrical interference, storage of material or equipment, or by excessive vehicular traffic, or other exterior evidence. Businesses that are not incidental or do show exterior evidence or evidence beyond the limits of the property are considered commercial uses and must be reviewed as such.



BOARD of COMMISSIONERS

COUNTY OF CARBON • STATE OF MONTANA

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RESOLUTION 2024-xx RESOLUTION OF INTENT TO AMEND CARBON COUNTY DEVELOPMENT REGULATIONS

A resolution of intent by the Carbon County Board of Commissions to amend the Carbon County Development Regulations in accordance with MCA 76-2-205.

WHEREAS, The Carbon County Board of Commissioners last adopted an update to the Development Regulation in 2021, AND;

WHEREAS, The Carbon County Board of Commissioners is desirous of promoting the public health, safety, morals, and general welfare, AND;

WHEREAS, The Carbon County Board of Commissioners has adopted the Carbon County Montana 2020 Growth Policy pursuant to 76-1-604, AND;

WHEREAS, The Carbon County Planning Board has recommended adoption of amendments to the Carbon County Development Regulations to the Carbon County Board of Commissioners, AND;

WHEREAS, The Carbon County Board of Commissioners held a public hearing on December 7, 2023, at which the public was afforded an opportunity to be heard regarding the proposed amendments to the Carbon County Development Regulations, AND;

WHEREAS, Following the public hearing the Carbon County Board of Commissioners considered and reviewed the proposals of the Planning Board, AND;

WHEREAS, Notice of the passage of this Resolution of Intent shall be published in the Carbon County news for two weeks, and shall state the regulatory boundaries of the Development Regulations, the general character of the Regulations, and that the proposed Regulations are available for review at the office of the Carbon County Clerk and Recorder, AND;

WHEREAS, For 30 days following the first publication of the notice of the Resolution of Intent, the Carbon County Board of Commissioners will receive written protests to the adoption of the amended Carbon County Development Regulations, AND;

WHEREAS, Within 30 days after the expiration of the protest period, the Commission may adopt a resolution adopting the amended Carbon County Development Regulations.

NOW, THEREFORE BE IT RESOLVED, that the Carbon County Board of Commissioners hereby adopts Resolution No. _____, a resolution of intent to amend the Carbon County Development Regulations in accordance with MCA 76-2-205.

PASSED AND ADOPTED BY THE CARBON COUNTY BOARD OF COMMISSIONERS THIS _____ DAY OF _____, _____.

CARBON COUNTY COMMISSIONERS

Scott C. Miller
Commissioner Dist. #1

Scott Blain
Commissioner Dist. #2

Bill E. Bullock
Commissioner Dist. #3

ATTEST:

Macque L. Bohleen, Clerk and Recorder