



BROADWATER COUNTY COMMISSIONERS
515 Broadway, Townsend
Meetings are held at the Flynn Building on 416 Broadway St.

Current and previously recorded meetings, official agenda, and minutes may be viewed on the website at <https://www.broadwatercountymt.com>.

Per Montana Code Annotated (MCA) 2-3-202, agenda must include an item allowing public comment on any public matter that is not on the agenda of the meeting and that is within the jurisdiction of the agency conducting the meeting. Public comments will be taken either in writing before the meeting or in person at the beginning of the meeting. Mail and items for discussion and/or signature may occur as time allows during the meeting. Issues and times are subject to change. Working meetings will be posted on the agenda and will not be recorded.

OFFICIAL agendas are posted in the Courthouse (1st floor bulletin board), on our website at www.broadwatercountymt.com, in the window of the Flynn Building at least 48 hours in advance of the meeting, and in the local MT43 Newspaper

Tuesday, January 9, 2024

10:00 AM Working Meeting with OPXNetworks in the Flynn Building

Wednesday, January 10, 2024

- 10:00 AM Public Comment on any subject not on the agenda, and that the Commission has jurisdiction over**
- 10:00 AM Discussion/Decision, Joint Application, Kathy Thompson, Stahly Engineering, Joint Application for Old Town West Bridge- Beam Procurement**
- 10:05 AM Discussion/Decision, Ruby Taylor, Public Health Director, Homemaker and Skilled Nursing Contract, #2024-004-007; Rocky Mountain Development Center**
- 10:10 AM Discussion/Decision, Ruby Taylor, Public Health Director, First Modification to Contract No 2023-004-007, 2024 Budget Broadwater County Health Department.**
- 10:15 AM Discussion/Decision, Inter-Local Agreement Formation, Authority and Administration of Abatement Region 4 for the Opioid Settlement**
- 10:20 AM Discussion/Decision, Nichole Brown, Community Development and Planning Director, Everett Family Transfer (Township 7 North, Range 1 East, Section 3)**
- 10:25 AM Discussion/Decision, Nichole Brown, Community Development and Planning Director, Swenson Family Transfer Township 7 North, Range 2 East, Section 33)**
- 10:30 AM Discussion/Decision, Nichole Brown, Community Development and Planning Director, Albe Minor Subdivision (Township 7 North, Range 1 East, Section 3) requests Preliminary Plat Approval**

CONTRACT NUMBER 2024-004-007

THIS CONTRACT, is entered into between Rocky Mountain Development Council, Inc., Area IV, (Rocky) whose contact information is as follows: Federal ID Number, 81-0296458, UEI Number, WH8RKE4MXBM5, PO Box 1717 Helena, MT, 59624, (406) 447-1680 and jmarks@rmdc.net and Broadwater County Health Department, (the Contractor) whose contact information is as follows: Federal ID Number, 81-6001337 , UEI Number, GJUMXPTA7MB6, 124 North Cedar, Townsend, MT, 59644, (406) 266-5209 and taylor@co.broadwater.mt.us (collectively, the "Parties").

RECITALS

The purpose of this contract is:

1. To develop and maintain a comprehensive and coordinated service delivery system for providing supportive, nutrition, information, caregiver, and advocacy services to older individuals in accordance with the Older Americans Act and the approved Area Plan.
2. To foster maximum dignity and independence for older Montanans, especially those with the greatest social and economic needs, those residing in rural areas, and those who are homebound.
3. To broaden knowledge and understanding of aging and the aging process, explore innovative programs and services for older individuals, and address the need for trained personnel in the field of aging by prioritizing education and training of personnel to serve Montanans sixty (60) and older.

Therefore, in consideration of the foregoing recitals, covenants, terms, and conditions set forth herein, the Parties agree as follows:

SECTION 1. SERVICES/SCOPE OF WORK

- A. This Contract constitutes the basic agreement between the parties for the delivery of Older Americans Act programs, the State Health Insurance Program (SHIP), and the Medicare Improvement and Patient Portability Act (MIPPA), (collectively the "Services"). Detailed description of these services is outlined in Attachment A: Scope of Work.
- B. Time is of the essence under this Contract.
- C. Rocky and the Contractor, their employees, agents, contractors, and subcontractors will cooperate with each other, and with other state or federal administrative agency employees, contractors, and subcontractors at no charge for purposes relating to the delivery of and administration of the services to be delivered under this Contract.
- D. The Contractor will perform the Services in accordance with all of the provisions of the Contract, which consists of the following documents:
 1. Contract (this instrument)
 2. Attachment A: Pursuant to 2 CFR 200
 3. Attachment B: Scope of Work

4. Attachment C: Projected Budget
5. Attachment D: Federal and State Law Requirements
6. Attachment E: Insurance Requirements
7. Attachment F: Assurances

SECTION 2. TERM OF CONTRACT

This contract is executed and in effect from the date of signatures through June 30, 2024, unless terminated in accordance with the provisions of the Contract.

SECTION 3. CONSIDERATION AND PAYMENTS

Subject to the terms and conditions contained in this Contract, the Department will pay the Contractor for the Services as follows:

A. Other Programs as Payers for Services - Non-Duplication of Payment

The Contractor may not seek compensation from monies payable through this Contract for the costs of goods and services that may be or are reimbursed, in whole or in part, from other programs and sources.

B. Billing Procedures and Requirements

Payment shall be made in the sum/sums and on the date/dates specified as follows:

For State Fiscal Year 2024 (July 1, 2023, through June 30, 2024) the Contractor will receive the following reimbursement:

1. In consideration of the services to be provided under Section 1 of this contract, Rocky agrees to pay the Contractor
 - An amount not to exceed \$ 18,713.00.
 - In accordance with the Budgets, Attachment C of this contract.
 - An advance equal to 1/12 of Rocky's obligation within 10 days of receipt of funds from the state of Montana, if the required reporting has been received by the contractor.

2. Match Requirement

The Contractor must provide \$333 in matching funds. These matching funds may not originate from federal funds and may not be used as a match for any other federal monies.

The Contractor must match Title funds as follows:

- a. 111-8 and Title 11I - C program funds must be matched by fifteen (15) percent.
- b. Title 111-E Caregiver funds must be matched by twenty-five (25) percent.

It is required that the entity expending the funds fulfill these match requirements. However, no matching funds are required for the State General fund.

3. Land and Facilities

Funds available under this contract may not be used for the purchase or improvement of land or for the purchase, construction, or permanent improvements of any building or other facility.

4. Order of Expenditures

Project income must be used to meet program expenditures prior to using State General funds and Title III funds.

5. Other Programs as Payors for Services - Non-Duplication of Payment

The Contractor may not seek compensation from monies payable through this Contract for the costs of goods and services that may be or are reimbursed, in whole or in part, from other programs and sources.

6. Payment to the Contractor shall be made to:

Broadwater County Health Department
124 North Cedar
Townsend, MT 59644

7. The Contractor must bill in accordance with the procedures and requirements Rocky identifies and must itemize all services and expenses for reimbursement.

8. This contract is valid and enforceable only if sufficient funds are made available from the federal government to the State and by the State for the appropriate fiscal year for the purposes of this program.

9. The Contractor will use the budget template provided by Rocky to submit monthly expenditures by the tenth (10th) of each month. Failure to submit required reports on a timely basis will result in the withholding of payments until the required reports are received.

10. The Contractor must submit, on or before the tenth (10th) day of each month SHIP work in Capstone, including client contacts and public & media events.

11. The Contractor must submit, on or before the tenth (10th) day of each month all reporting related to Information and Assistance/ADRC, which includes the needs form and client and/or caregiver contacts in Capstone.

C. Adjustments to Consideration

Rocky may adjust the consideration provided to the Contractor under this Contract based on any reductions of funding, governing budget, erroneous or improper payments, audit findings, or failings in the Contractor's delivery of services.

D. Sources of Funding

The sources of the funding for this Contract are \$17,713 from the state general fund and for the remaining balance, federal grants from; CFDA 93.044 (Part B, Supportive Services), CFDA 93.045 (Parts C1 and C2, Nutrition CFDA 93.043 (Part D, Preventive Health Services), CFDA 93.052 (Part E, NFCSP), CFDA 93.042 (Ombudsman), CFDA 93.041 (Elder Abuse), CFDA 93.324 (SHIP), if applicable.

E. Erroneous and Improper Payments

The Contractor may not retain any monies Rocky pays in error or which the Contractor, its employees, or its agents improperly receive. The Contractor must immediately notify Rocky if it determines a payment may be erroneous or improper and must return that payment within thirty (30) days of Rocky requesting its return. If the Contractor fails to return to Rocky any erroneous or improper payment, Rocky may recover such payment by any methods available under law or through this Contract, including deduction of the payment amount from any future payments to be made to the Contractor.

F. Final Payment

Rocky will issue the final payment to the Contractor for the Services when Rocky has accepted the Services and determined that the Contractor has met all of its Contract performance obligations satisfactorily.

G. Tax Exemption

State of Montana is exempt from Federal Excise Taxes (#81-0302402) except as otherwise provided in the federal Patient Protection and Affordable Care Act [P.L. 111-148, 124 Stat. 119].

H. Personal Property Tax

All personal property taxes will be paid by Contractor .

SECTION 4. PREVAILING WAGE REQUIREMENTS

A. Montana Resident Preference

The nature of the work performed, or services provided, under this Contract meets the statutory definition of a "public works contract" in 18-2-401, MCA. Unless superseded by federal law, Montana law requires that contractors and subcontractors give preference to the employment of Montana residents for any public works contract in excess of \$25,000 for construction or non-construction services. Contractor shall abide by the requirements set out in 18-2-401 through 18-2-432, MCA, and all administrative rules adopted under these statutes.

The Commissioner of the Montana Department of Labor and Industry has established the resident requirements in accordance with 18-2-403 and 18-2-409, MCA. Any and all questions concerning prevailing wage and Montana resident issues should be directed to the Montana Department of Labor and Industry.

B. Standard Prevailing Rate of Wages

In addition, unless superseded by federal law, all employees working on a public works contract must be paid prevailing wage rates in accordance with 18-2-401 through 18-2-432, MCA, and all associated administrative rules. Montana law requires that all public works contracts, as defined in 18-2-401, MCA, in which the total cost of the contract is greater than \$25,000, contain a provision stating for each job classification the standard prevailing wage rate, including fringe benefits, travel, per diem, and zone pay that the contractors, subcontractors, and employers shall pay during the public works contract.

SECTION 5. WARRANTIES

Warranty of Services. Contractor warrants that the services provided conform to the Contract requirements, including all descriptions, specifications and attachments made a part of this Contract. Rocky's acceptance of services provided by Contractor shall not relieve Contractor from its obligations under this warranty. In addition to its other remedies under this Contract, at law, or in equity, Rocky may require Contractor to promptly correct, at Contractor's expense, any services failing to meet Contractor's warranty herein. Services corrected by Contractor shall be subject to all the provisions of this Contract in the manner and to the same extent as services originally furnished.

SECTION 6. CREATION AND RETENTION OF RECORDS

- A. The Contractor must maintain all records, (written, electronic or otherwise) documenting compliance with the requirements of this Contract and its attachments, and with state and federal law, relating to performance, monetary expenditures, and finances during the term of this Contract and for 8 years after its completion date of Rocky's master contract with DPHHS, which is 6/30/2034. The obligation to maintain records required by this paragraph survives the termination or expiration of this Contract.
- B. If any litigation, reviews, claims or audits concerning the records related to the performance of the Contract is begun, then the Contractor must continue to retain records until such activity is completed.
- C. The Contractor must provide Rocky and its authorized agents with reasonable access to records the Contractor maintains for purposes of this Contract. The Contractor must make the records available at all reasonable times at the Contractor's general offices or other locations as agreed to by the parties.

SECTION 7. ACCOUNTING, COST PRINCIPLES, AND AUDIT

A. Accounting Standards

The Contractor must maintain a system of accounting procedures and practices sufficient for Rocky to determine to its satisfaction that the system (1) permits timely development of all necessary cost data in the form contemplated by the contract type, and (2) is adequate to allocate costs in accordance with Generally Accepted Accounting Principles.

B. Audits and Other Investigations

Rocky and any other legally authorized federal and state entities and their agents may conduct administrative activities and investigations, including audits, to ensure the appropriate administration and performance of this Contract, and the proper expenditure of monies, delivery of goods, and provision of Services pursuant to this Contract. The Contractor will provide Rocky and any other authorized governmental entity, and their agents access to and the right to record or copy any and all of the Contractor's records, materials, and information necessary for the conduct of any administrative activity, investigation, or audit. Administrative activities and investigations may be undertaken, and access shall be afforded under this section from the time the parties enter this Contract until the expiration of eight (8) years from the completion date of this Contract.

C. Corrective Action

If directed by Rocky, the Contractor must take corrective action to resolve audit findings. The Contractor must prepare a corrective action plan detailing actions the Contractor proposes to undertake to resolve the audit findings. Rocky may direct the Contractor to modify the corrective action plan.

D. Reimbursement for Sums Owing

The Contractor must reimburse or compensate Rocky in any other manner as Rocky may direct for any sums of monies determined by any administrative activity, investigation, or audit to be owed to Rocky.

E. The Contractor must comply with the federal audit and cost accounting requirements set forth in 45 CFR Part 75 and 2 CFR Part 300.

SECTION 8. ASSIGNMENT, TRANSFER, AND SUBCONTRACTING

- A. The Contractor will not assign, transfer, delegate, or subcontract any right or duty arising under this Contract without prior written approval from Rocky.
- B. Any assignment, transfer, delegation, or subcontracting of the Contractor's rights or duties under this Contract does not relieve the Contractor from its responsibility and liability for performance of all Contractor obligations under this Contract. The Contractor will be as fully responsible for the acts or omissions of any subcontractor as it is for its own acts or omissions.

SECTION 9. INDEMNIFICATION

- A. The Contractor, at its sole cost and expense, must indemnify, defend, and hold harmless the State of Montana against any allegations of liability of any kind, relating to personal injury, death, damage to property, or any other legal obligation and any resulting judgments, losses, damages, liability, penalties, costs, fees, cost of legal defense and attorney's fees, to the extent caused by or arising out of Contractor's performance of services under this Contract or in any way resulting from the acts or omission of Contractor, and/or its agents, employees, representatives, assigns, and subcontractors.
- B. Rocky must give the Contractor notice of any allegation of liability and at the Contractor's expense, Rocky shall cooperate in the defense of the matter.
- C. If the Contractor fails to fulfill its obligations as the indemnitor under this section, Rocky may undertake its own defense. If Rocky undertakes its own defense, the Contractor must reimburse Rocky for any and all costs to Rocky resulting from settlements, judgments, losses, damages, liabilities, and penalties and for all the costs of defense incurred by Rocky including but not limited to attorney fees, investigation, discovery, experts, and court costs.

SECTION 10. LIMITATIONS OF STATE LIABILITY

- A. Any liabilities of the State of Montana and its officials, employees and agents are governed and limited by the provisions of Title 2, Chapter 9, MCA, for all acts, omissions, negligence, or alleged acts or omissions, negligent conduct, and alleged negligent conduct related to this Contract.

8. Rocky shall not be liable; regardless of the form of action, whether in contract, tort, negligence, strict liability or by statute or otherwise, for any claim related to or arising under this Contract for consequential, incidental, indirect, special, or exemplary damages, including without limitation lost profits and lost business opportunities.

SECTION 11. INSURANCE COVERAGE

Without limiting any of Contractor's obligations hereunder, Contractor must carry insurance coverage in accordance with the requirements stated in Attachment F, Insurance Requirements, attached hereto and incorporated herein by reference.

SECTION 12. CONFLICTS OF INTEREST

The Contractor must not have any conflict of interest regarding the performance of the Services under this Contract. The Contractor may not enter into any contract or other arrangement for the use, purchase, sale lease or rental of real property, personal property or services funded with monies of this Contract if an employee, administrator, officer, or director of the Contractor may receive a financial or other valuable benefit as a result. Rocky may grant exceptions to this prohibition where it determines the particular circumstances warrant the granting of an exception.

SECTION 13. COMPLIANCE WITH LAWS/WARRANTIES

- A. The Contractor must comply with all state and federal laws, rules, regulations, ordinances, and executive orders applicable to the performance of the Services under this Contract. Attachment E to this Contract contains a list of state and federal authorities. The Contractor must assure that all subcontractors comply with all applicable laws.
- B. Civil Rights. The Contractor may not discriminate in any manner against any person on the basis of race, color, national origin, age, physical or mental disability, marital status, religion, creed, sex, sexual orientation, political beliefs, genetic information, veteran's status, culture, social origin or condition, ancestry, or an individual's association with individuals in any of the previously mentioned protected classes in the performance of this Contract or in the delivery of Montana State services or funding on behalf of the State of Montana.
- C. The Contractor must submit the assurances, where applicable, set forth in Attachment G and attached as Attachment G to this Contract prior to commencement of work under this Contract.
- D. The Contractor represents and warrants that the Contractor is legally authorized under state and federal business and tax legal authorities to conduct business in accordance with this Contract.
- E. The Contractor represents and warrants that it is an independent contractor and that its employees, agents, and subcontractors are not employees of the State of Montana. The Contractor may not in any manner represent or maintain the appearance of being employees of the State of Montana.
- F. The Contractor must comply with all applicable Workers' Compensation requirements.
- G. The Contractor must pay all state, federal, social security, unemployment insurance, and all other taxes, assessments, or contributions due and payable to the State of Montana and/or the United States in connection with the Services to be performed under this Contract. The Contractor

must hold the State of Montana harmless from any liability on account of any such taxes or assessments.

- H. The following information may be required pursuant to 2 CFR 200: See Attachment A.
- I. Nondiscrimination Against Firearms Entities/Trade Associations. Contractor shall not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, and Contractor shall not discriminate during the term of the contract against a firearm entity or firearm trade association. This section shall be construed in accordance with HB 356, Ch. 193, Mont. L. 2023.

SECTION 14. REGISTRATION OF OUT OF STATE ENTITIES

Any business intending to transact business in Montana must register with the Secretary of State. Businesses that are domiciled in another state or country, but which are conducting activity in Montana, must determine whether they are transacting business in Montana in accordance with 35-1-1026 and 35-8-1001, MCA. Such businesses may want to obtain the guidance of their attorney or accountant to determine whether their activity is considered transacting business.

If businesses determine that they are transacting business in Montana, they must register with the Secretary of State and obtain a certificate of authority to demonstrate that they are in good standing in Montana. To obtain registration materials, call the Office of the Secretary of State at (406) 444-3665, or visit their website at <http://sos.mt.gov>.

SECTION 15. OWNERSHIP OF DATA AND DOCUMENTS

All data, information, work in progress, documents, reports, patents, or copyrights developed in connection with any services under this Contract or information provided to the Contractor, both in hard-copy form and as may be embodied on any recording and storage media, is deemed Department property and, upon request at the termination or expiration of this Contract, shall be delivered to Rocky.

SECTION 16. CONFIDENTIALITY

A. Personal Information

1. During the term of this Contract, the Contractor, its employees, subcontractors, and agents must treat and protect as confidential all material and information Rocky provides to the Contractor or which the Contractor acquires on behalf of Rocky in the performance of this Contract which contains the personal information of any person.
2. In its use and possession of personal information, the Contractor must conform to security standards and procedures meeting or exceeding current best business practices. Upon Rocky's request, the Contractor will allow Rocky to review and approve any specific security standards and procedures of the Contractor.

B. Notice by Contractor of Unauthorized Disclosures or Uses of Personal Information

Immediately upon discovering any unauthorized disclosure or use of personal information by the Contractor, its employees, subcontractors, agents, the Contractor must

confidentially report the disclosure or use to Rocky in detail and must undertake immediate measures to retrieve all such personal information and to prevent further unauthorized disclosure or use of personal information .

C. Notice by Contractor of Investigations, Complaints, Litigation Concerning the Use and Protection of Personal Information

1. The Contractor must provide Rocky with written notice within five workdays of the Contractor receiving notice of any administrative action or litigation threatened or initiated against the Contractor based on any legal authority related to the protection of personal information.
2. With its notice, the Contractor must provide Rocky with copies of any relevant correspondence, pleadings, papers, administrative or legal complaints and determinations.

D. Contract Information

The Contractor must hold in strict confidence any data, findings, results, or recommendations obtained or developed by the Contractor in connection with the Services under this Contract, including but not limited to, information and data given to the Contractor by Rocky, its agents or contractors or any other source.

E. Access/Use of Confidential Information

The Contractor may not access or use personal, confidential, or other information obtained through Rocky, its agents, and contractors unless the Contractor does so:

1. in conformity with governing legal authorities and policies;
2. with the permission of the persons or entities to whom or which the information pertains; and
3. with the review and approval by Rocky prior to use, publication, or release.

- F. The information contained within this Contract and attachments, inclusive of Contractor's proposal and its attachments, if any, and information otherwise provided to Rocky in relation to this contractual relationship is not confidential and is available for public inspection and copying unless determined in accordance with federal or state law to be confidential as personal consumer, recipient or employee information or as business/corporate proprietary information that is protected from release. To any extent required or allowed by law, Rocky has the right to use for public purposes and to disclose to the public contractual information inclusive of reports, evaluations, statistics, and other management and performance information related to this Contract.

SECTION 17. PROPRIETARY INFORMATION

- A. Before Rocky can recognize a business/corporate claim of confidential trade secret or proprietary information, the Contractor must identify and segregate the information for which the claim is being asserted and must have provided a detailed legal analysis supporting the claim of confidentiality. The Contractor must include with that claim an affidavit of legal counsel on the form provided by Rocky, titled "AFFIDAVIT FOR PROPRIETARY INFORMATION CONFIDENTIALITY," attesting to legal counsel's legal relationship to the Contractor,

acknowledging the primacy of federal and Montana law with respect to the claim, and indemnifying Rocky with respect to defense and warranting the Contractor's responsibility for all legal costs and attorneys' fees, should Rocky accept the claim as legitimate and as a result be subjected to administrative or legal contest.

- B. Rocky will provide the Contractor timely notice of any administrative or legal request or contest from a third-party seeking release of contractual and related information for which the Contractor has properly made a claim that the information is confidential as trade secret or proprietary information. If Rocky determines that such information is subject to the public right to know and must be released as requested, Rocky will provide the Contractor with notice of the intended release five working days prior to the date of the proposed release. The notice period is intended to allow the Contractor to make arrangements, if desired, to intervene through an appropriate legal forum to contest the release.

SECTION 18. PUBLICITY AND DISCLAIMERS

- A. The Contractor may not use monies under this Contract to pay for media, publicity, or advertising that in any way associates the services or performance of the Contractor or Rocky under this Contract with any specific political agenda, political party candidate for public office, or any matter to be voted upon by the public. Media includes but is not limited to commercial and noncommercial print, verbal, and electronic media.
- B. The Contractor must inform any people to whom it provides consultation or training services under this Contract that any opinions expressed do not necessarily represent the position of Rocky. All public notices, information pamphlets, press releases, research reports, posters, public service announcements, web sites and similar modes of presenting public information pertaining to the services and activities funded with this Contract prepared and released by the Contractor must include the statement:

"This project is funded in whole or in part under a Contract with the Montana Department of Public Health and Human Services. The statements herein do not necessarily reflect the opinion of Rocky."

- C. The Contractor must state the percentage and the monetary amount of the total program or project costs of this Contract funded with (a) federal monies and (b) non-federal monies in all statements, press releases, and other documents or media pieces made available to the public describing the services provided through this Contract.
- D. Before the Contractor uses, publishes, releases, or distributes them to the public or to local and state programs, Rocky must review and approve all products, materials, documents, publications, press releases, and media pieces (in any form, including electronic) the Contractor or its agents produce with contract monies to describe and promote services provided through this Contract.

SECTION 19. ACCESS TO PREMISES

The Contractor: must provide the State of Montana and any other legally authorized governmental entity, or their authorized representatives, the right to enter at all reasonable times the Contractor's premises or other places where contractual performance occurs to inspect, monitor, or otherwise evaluate contractual performance. The Contractor must provide reasonable facilities and assistance for the

safety and convenience of the persons performing these duties. All inspection, monitoring and evaluation must be performed in such a manner as not to unduly interfere with contractual performance.

SECTION 20. LIAISON AND SERVICE OF NOTICES

Heather Nicholson 406-447-1680 (Phone), 406-447-1629 (Fax), hnicholson@rmdcnet is the liaison For Rocky. Ruby Taylor, LPN, 406-266-5209 (Phone), 406-266-3940 (Fax) rtaylor@co.broadwater.mt.us is the liaison for the Contractor. These persons serve as the primary contacts between the parties regarding the performance of this Contract. Written notices, reports and other information required to be exchanged between the parties must be directed to the liaison at the parties' addresses set out in this Contract.

SECTION 21. MEETINGS

Technical or Contractual Problems. Contractor shall meet with Rocky's personnel, or designated representatives, to resolve technical or contractual problems occurring during the Contract term or to discuss the progress made by Contractor and Rocky in the performance of their respective obligations, at no additional cost to Rocky. Rocky may request the meetings as problems arise and will be coordinated by Rocky. Rocky shall provide Contractor a minimum of three full working days' notice of meeting date, time, and location. Face-to-face meetings are desired; however, at Contractor's option and expense, a conference call meeting may be substituted. Contractor's consistent failure to participate in problem resolution meetings, Contractor missing or rescheduling two consecutive meetings, or Contractor's failure to make a good faith effort to resolve problems may result in termination of the Contract.

SECTION 22. FORCE MAJEURE

If the Contractor or Rocky is delayed, hindered, or prevented from performing any act required under this Contract by an occurrence beyond the control of the asserting party including, but not limited to, theft, fire, public enemy, severe and unusual weather conditions, injunction, riot, strikes, lockouts, insurrection, war, or court order, and the asserting party gives prompt written notice of the event to the other party, then performance of the act shall be excused for the period of the delay, to the extent the performance is actually affected and the asserting party resumes performance as soon as practicable. Matters of the Contractor's finances shall not be considered a force majeure.

SECTION 23. CONTRACT TERMINATION

- A. Rocky may terminate this Contract without cause and in lieu of any or all other remedial measures available through this Contract. Rocky terminating without cause must give written notice of termination to the Contractor at least sixty (60) days prior to the effective date of termination. In the event of such termination without cause, the Contractor shall be paid for all Services rendered satisfactorily to the termination date and for any direct costs (not including anticipated profits) incurred by the Contractor as a result of the termination. Such payment shall constitute the Contractor's sole right and remedy. Rocky has the right to terminate without cause even when a condition of force majeure exists.

- B. Rocky may immediately terminate this Contract if the Contractor engages in any violation of state or federal law listed in this Contract or any attachment to this Contract, or which otherwise may be applicable to the Contract arising from the performance of Services under this Contract.
- C. Rocky may terminate this Contract in whole or in any aspect of performance under this Contract if:
1. federal or state funding for this Contract becomes unavailable or reduced for any reason.
 2. Rocky determines that the Contractor is failing to perform in accordance with the terms of this Contract. In such event, Rocky shall give Contractor written notice of breach and an opportunity to cure the breach. Contractor will correct the breach within 30 calendar days of receipt of such notice unless the cure period is otherwise specified in the written notice of breach. If the breach is not corrected timely, this Contract may be terminated immediately, in whole or in part, by written notice from Rocky to Contractor. The option to terminate shall be at the sole discretion of Rocky.
- D. Upon expiration, termination or cancellation of this Contract, or any portion of this Contract, the Contractor must assist Rocky, its agents, representatives, and designees in closing out this Contract, and in providing for the orderly transfer of contract responsibilities and the continued delivery of contract services by Rocky or its designee and shall allow Rocky access to the Contractor's facilities, records, and materials to fulfill these requirements.
- E. Event of Breach by Contractor. Any one or more of the following Contractor acts or omissions constitute an event of material breach under this Contract:
1. Products or services furnished fail to conform to any requirement.
 2. Failure to submit any report required by this Contract.
 3. Failure to perform any of the other terms and conditions of this Contract, including but not limited to beginning work under this Contract without prior Department approval or breaching Technical or Contractual Problems, obligations; or
 4. Voluntary or involuntary bankruptcy or receivership.
- F. Event of Breach by Rocky . Rocky's failure to perform any material terms or conditions of this Contract constitutes an event of breach.
- G. Actions in Event of Breach. Upon Contractor's material breach, Rocky may:
1. Terminate this Contract under Termination for Cause or Convenience and pursue any of its remedies under this Contract, at law, or in equity; or
 2. Treat this Contract as materially breached and pursue any of its remedies under this Contract, at law, or in equity.

H. Upon Rocky's material breach, Contractor may:

1. Terminate this Contract under Termination for Cause with Notice to Cure, and pursue any of its remedies under this Contract, at law, or in equity; or
2. Treat this Contract as materially breached and, except as the remedy is limited in this Contract, pursue any of its remedies under this Contract, at law, or in equity.

SECTION 24. ADDITIONAL REMEDIES

A. Withholding Payments

If the Contractor fails to perform the services in conformance with the requirements of this Contract, Rocky has the right, with notice, to withhold any and all payments directly related to the non-compliant services. Rocky may withhold any payments due to the Contractor, without penalty or work stoppage by Contractor, until the Contractor cures performance to the satisfaction of Rocky. The Contractor is not relieved of its performance obligations if any payment is withheld.

B. Reductions in Payments Due

Amounts owed to Rocky by the Contractor under this Contract, including but not limited to liquidated or other damages, or claims for damages, may be deducted or set-off by Department from any money payable to Contractor pursuant to this Contract.

- C. If, in Rocky's reasonable judgment, a default by Contractor is not so substantial as to require termination of the entire Contract, reasonable efforts to induce the Contractor to cure the default are unavailing, the Contractor fails to cure such default within 30 calendar days of receipt of notice from Rocky, and the default is capable of being cured by Rocky or by another resource without unduly interfering with continued performance by the Contractor, Rocky, without prejudice to any other remedy it may have, may terminate performance of the particular service that is in default and provide or procure the services reasonably necessary to cure the default. In the event of a termination for failure to perform, Department will, without limiting its other available remedies, have the right to procure the terminated services and the Contractor will be liable for: (i) the cost difference between the cost of the terminated services and the costs for the replacement services acquired from another vendor or expended by Department, and (ii) if applicable, the following administrative costs directly related to the replacement of this Contract: costs of competitive bidding, mailing, advertising, and staff time costs.

D. Stop Work Order

1. Rocky may, at any time, by written stop work order to the Contractor, require the Contractor to stop any or all parts of the work required by this Contract for the period of days indicated by Rocky after the stop work order is delivered to Contractor. The stop work order must be specifically identified as a stop work order issued under this section. Upon receipt of the stop work order, the Contractor must immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the stop work order during the period of work stoppage.
2. If a stop work order issued under this section is canceled or the period of the stop work order, or any extension expires, the Contractor must resume contractual performance. Rocky, as may be necessary, must adjust through amendment to this Contract the delivery schedule or reimbursement, or both.

E. Right to Assurance

If Rocky, in good faith, has reason to believe that the Contractor does not intend to, or is unable to perform or has refused to perform or continue performing_ all material obligations under this Contract, Rocky may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of days specified in the demand (not less than five business days) may, at Rocky's option, be the basis for terminating this Contract under the terms and conditions or other rights and remedies available by law or provided by this Contract.

- F. Any remedies provided by this Contract are not exclusive and are in addition to any other remedies provided by law.

SECTION 25. CHOICE OF LAW, REMEDIES AND VENUE

- A. This Contract is governed by the laws of the State of Montana.
- B. For purposes of litigation concerning this Contract, venue must be in the First Judicial District in and for the County of Lewis and Clark, State of Montana.
- C. If there is litigation concerning this Contract, the Contractor must pay its own costs and attorney fees.
- D. This Contract is issued under authority of Title 18, Montana Code Annotated, and the Administrative Rules of Montana, Title 2, chapter 5.

SECTION 26. GENERAL

- A. No statements, promises, or inducements made by the parties, or their agents are valid or binding if not contained in this Contract and the materials expressly referenced in this Contract as governing the contractual relationship.
- B. The headings to the section of this Contract are convenience of reference and do not modify the terms and language of the sections to which they are headings.
- C. Except as may be otherwise provided by its terms, this Contract may not be enlarged, modified, or altered except by written amendment signed by the parties to this Contract.
- D. If there is a dispute as to the duties and responsibilities of the parties under this Contract, this Contract along with any attachments prepared by Rocky, including request for proposal, if any, govern over the Contractor's proposal, if any.
- E. If a court of law determines any provision of this Contract is illegal, all other provisions of this Contract remain in effect and are valid and binding on the parties.
- F. Any provision of this Contract that is determined to conflict with any federal or state law or regulation, is inoperative to the extent it conflicts with that authority and is to be considered modified to the extent necessary to conform with that authority.
- G. Waiver of any default, breach, or failure to perform under this Contract may not be construed to be a waiver of any subsequent default, breach, or failure of performance. In addition, waiver of a default, breach, or failure to perform may not be construed to be a modification of the terms of this Contract unless reduced to writing as an amendment to this Contract.

H. This Contract may be executed in counterparts, which together will constitute one instrument.

The parties through their authorized agents have executed this Contract on the dates set out below.

ROCKY MOUNTAIN DEVELOPMENT COUNCIL

Y: Lori Ladas

Lori Ladas, Executive Director

Date: 11/16/23

BROADWATER COUNTY HEALTH DEPARTMENT

BY: _____
Broadwater County Commissioner

Date: _____

**Attachment A
Pursuant to 2 CFR 200**

Title III E

Sub recipient name: Broadwater County Health Department

Sub recipient Unique Entity Identifier: GJUMXPTA7MB6

FAIN number: N/A

Federal Award date: February 13, 2023

Federal award start and end date: 10/1/2022-09/30/2024

Total amount of funds obligated with this action: \$71,027

Amount of funds obligated to sub recipient: \$1,000

Total amount of the federal award \$143,343

Project description Title III E- Caregiver Services

Awarding agency/ pass-through entity/contact info/ Ruby Taylor, LPN 406-266-5209

CFDA/ALN number/name: 93.052

Research and Development: No

Indirect cost rate: N/A

Attachment B
SCOPE OF WORK

The functions, responsibilities, and activities in implementing the Older Americans Act and the area plan include, but are not limited, to, those mentioned in this attachment. The programs and services to be delivered by the Contractor include the following:

Administration:

- A. Rocky's Agency on Aging, also called Rocky Aging, is the program of the Rocky Mountain Development Council responsible for administering Older American Act programs in Area IV. Area IV serves the counties of Broadwater, Gallatin, Jefferson, Lewis and Clark, Meagher, and Park. Area IV is one of ten Montana Area Agencies on Aging administered by the Aging Services Bureau of the Senior and Long Term Care Division of the Montana Department of Public Health and Human Services.
- B. Contractors of Rocky Aging must comply with the following administrative parameters:
- **Area IV governance** :Structure includes the Area IV Governing Board and Area IV Advisory Council operating under the authority of the Board of Directors of Rocky Mountain Development Council. The Area IV Governing Board consists of one County Commissioner or the Commissioners' designee from each of Area IV's six counties along with a representative from senior nutrition. The Area IV Advisory Council consists of membership requirements circumscribed in the Older Americans Act. The Governing Board and Advisory Council may adopt a joint motion at the beginning of each joint meeting to act as a single entity.
 - **Compliance** :includes applicable laws and regulations including the Older Americans Act and the Montana Older Americans Act as well as any additional federal and state requirements. In addition, Area IV contractors operate under the Area IV Plan and the Montana State Plan. Rocky Aging stands ready to provide technical assistance. Contractors may also seek technical guidance from the Aging Services Bureau of the Senior and Long Term Care Division of the Montana Department of Public Health and Human Services.
 - **Priorities for Services** :Beneficiaries of Area IV services include qualified older individuals (60 and over) with greatest economic need, including low-income minority older individuals, older individuals with limited English proficiency, older individuals residing in rural areas, older individuals with greatest social need, and older individuals at risk for institutional placement. Also includes priority to serve low-income minority individuals, older individuals who are homebound, and older individuals residing in rural areas at least in the proportion that they represent the total population in the area served.
 - **Professional Development** Includes employees and volunteers of contractors meeting or exceeding applicable certification and re-certification requirements as set forth by the Aging Services Bureau of the Senior and Long-Term Care Division of the Montana Department of Public Health and Human Services.

- C. If there is a significant population of older individuals who are Native American in the planning and service area, the Area Agency on Aging shall conduct outreach activities to identify such individuals in such area and shall inform such individuals of the availability of assistance under the Older Americans Act.

D. Aging Supportive Services:

Services to those age sixty (60) and older, with the greatest economic and social need. The services and units may include:

1. Caregiver Services:
 - a. Caregiver Counseling - A unit of service is one (1) hour.
 - b. Caregiver Training -A unit of service is one (1) hour.
 - c. Caregiver Support Groups -A unit of service is one (1) session.
 - d. Information and Assistance (Caregiver) -A unit of service is one (1) contact.
 - e. Information Services (Outreach) - A unit of service is one (1) activity.
 - f. Respite In-home - A unit of service is one (1) hour.
 - g. Respite Out of Home Day -A unit of service is one (1) hour.
 - h. Respite Out of Home Overnight-A unit of service is one (1) hour.
 - i. Respite Other - A unit of service is one (1) hour.
 - j. Supplemental Services - (Service Name, # unduplicated served, estimated service units)
2. Care Management - Service unit is one (1) hour.
3. Congregate Meals - A unit of service is one (1) meal
4. Friendly Visiting/Telephone Reassurance -A unit of service is one (1) contact.
5. Health Promotion: Evidence-Based (# of unduplicated served).
6. Health Promotion: Non-Evidence-Based (# of unduplicated served).
7. Home Delivered Meal - Unit of service is one (1) meal.
8. Homemaker-A unit of service is one (1) hour.
9. Home Chore - Unit of service is one (1) hour.
10. Information and Assistance - A unit of service is one (1) contact.
11. Information and Assistance (Caregiver) - A unit of service is one (1) contact.
12. Legal Assistance -A unit of service is one (1) hour of legal advice, consultation by an attorney or other person acting under the supervision of an attorney (either paid or pro bona).
13. Nutrition Education - A unit of service is one (1) session/training program.
14. Outreach/Community Education - A unit of service is one (1) individual contact event.
15. Personal care - A unit of service is one (1) hour.
16. Senior Center Activities -A unit of service is one (1) activity.
17. Senior Companion - A unit of service is one (1) hour.
18. Skilled Nursing Services - A unit of service is one (1) hour.
19. Transportation-: A unit of service is one (1) one-way trip.
20. Transportation (Assisted) - A unit of service is one (1) one-way trip. Assistance includes escort or other appropriate assistance for a person who has difficulties using regular vehicular transportation (physical or cognitive).

E. State Health Insurance Program:

The State Health Insurance Program (SHIP) staff/volunteers in the AAAs Planning and Service Area will:

1. Serve as an information source and advocate for beneficiaries, a link between the beneficiary and the various agencies, and a resource for the identification of possible problem areas.
2. Consider and engage in opportunities to educate older adults and the public about the benefits of SHIP, and the distribution of Medicare and Medicaid information to individuals and groups.
3. Assist in the development of additional educational seminars in each county and on the seven Indian reservations, in collaboration with the SHIP Advisory Council and State staff.
4. Provide information, counseling, and assistance that will help Medicare beneficiaries understand and access program benefits as well as improve the value of their health care coverage.
5. Deliver counseling, education, and outreach to support beneficiaries in identifying, understanding, and enrolling in suitable programs and plans, such as prescription drug coverage, Medicare Advantage plans, Medicare supplemental insurance policies, Medicare Savings Programs, Long-term care insurance and financing, and other public and private health insurance options available to Medicare beneficiaries, given their eligibility and appropriateness.
6. Provide counseling to individual beneficiaries who are unable to access other channels of information or who are needing and preferring locally based individual counseling services.
7. Perform targeted outreach to provide access to counseling to low-income, dual-eligible, and hard-to-reach populations.
8. Develop and submit to Rocky, by October 1, 2023, an outreach plan outlining how Medicare clients and communities will be informed about Medicare Part A, B, and D programs, Medicare Advantage, Medigaps, Medicare Savings Programs, Low Income Subsidy, Big Sky RX, and Medicare Health and Wellness benefits.
9. Refer beneficiaries to other federal, state, or local agencies for assistance to address problems with health insurance coverage.
10. Assure full accessibility of SHIP services to all categories of Medicare-eligible individuals, including the aged, disabled, and end stage renal disease patients. SHIP services are to be provided without discrimination based on race, color, national origin, disability, age, sex, or income. Reasonable efforts must be made to accommodate eligible individuals with existing barriers that limit their access to information, e.g., language, visual, hearing or speech impairments, physical accessibility, literacy, and location.

11. Comply with ACL reporting standards, report client contacts, outreach, and media events.
12. Participate in MIPPA activities - helping Medicare beneficiaries apply for Medicare Savings Programs and Low-Income Subsidy. Also, MIPPA outreach regarding MSP, LIS and Medicare prevention and wellness benefits. Report activities in Capstone.
13. Designate SHIP led to disseminate SHIP requirements and information to other local SHIP counselors in Area. Act as a liaison between local SHIPs and State SHIP Director.

F. Capstone: Adult Protective Services (APS) Referrals

APS can now directly refer clients in need of AAA services within their system to the Capstone database. Given all communications will be visible to each AAA role, it is essential to have internal procedures in place for assigning the referral to the appropriate staff person. The AAA is expected to respond to these referrals within three (3) business days. APS Social Services Workers will conduct follow-ups with each referred individual after thirty (30) days, to ensure services have been implemented effectively and are meeting the needs of the referred individuals.

G. Training

Training topics may include the Older Americans Act and regulations, senior centers and focal points, nutrition, ombudsman topics, legal, coordination and planning, potential referral sources for Information and Assistance, Medicare, and reporting requirements.

Documentation of appropriate agency staff having completed American Indian cultural awareness training will be provided to the State Office on Aging annually.

Mandatory minimum training participation includes Ombudsman, Information and Assistance and SHIP as established by the State Office on Aging. In addition, the Senior and Long-Term Care Division requires all providers under contract to have annual training on abuse, neglect, and exploitation as well as training for reporting this information to APS. Providers may work directly with APS to schedule training.

Mileage reimbursement will follow the standard IRS high-rate amount for the first 1,000 miles traveled in a calendar month. For each mile driven over one thousand (1,000) miles in a calendar month, the low-rate amount (62.5 cents) is paid. These amounts may change annually, in January.

The Contractor must reimburse travel and per diem expenses for the mandatory training sessions, at a minimum, in accordance with state rates in effect at the time of travel. These rates currently are:

Mileage: 65.5 cents per mile

In-state Meals:

Out of State
Meals

Breakfast \$8.25

\$13.00

Lunch \$9.25

\$15.00

Dinner \$16.00

\$26.00

Lodging: Overnight (with receipt): Actual cost not exceeding \$98.00, plus tax.

Overnight (no receipt): \$12.00

Attachment C

PROJECTED BUDGET

BROADWATER COUNTY HEALTH FY24				
ATTACHMENT C				
EXPENDITURE CATEGORY	RESPITE/ CAREGIVER	SKILLED NURSING	HOMEMAKER	TOTALS
Personnel & Fringe	1333	2375	12213	
Sunnies		500	1000	
Communications				
Utilities				
Repairs & Maintenance				
Travel & Training		125		
Building Soace				
Insurance				
Equipment				
Contracted Services				
Other:			1500	
TOTAL EXPENDITURES:	1,333	3,000	14,713	19,046
SOURCES OF FUNDING:				
IIIB				
IIID				
IIIE	1000			
State GF		3000	14713	
Carrvoer IIIE				
TOTAL FED/STATE FUNDING:	1,000	3,000	14,713	18,713
LOCAL MATCH:				
CASH	333	0	0	
IN-KIND				
TOTAL MATCHING FUNDS:	333	0	0	333
PROJECT INCOME NON-MATCH:				
OTHER RESOURCES:	0	0	0	
TOTAL REVENUES	1,333	3,000	14,713	19,046

Attachment D

FEDERAL AND STATE LAW REQUIREMENTS

Rev.
4/29/2022

A. Compliance with Federal Authorities

Contractor assures that it and any of its subcontractors will comply with all federal laws, regulations, and executive orders, that are applicable to this Contract, to include the provisions of the below referenced laws, regulations, and executive orders. The list is not intended, nor must it be construed, as a listing of all federal authorities with which Contractor must comply for the purposes of the Contract, or that Contractor must comply with each of the authorities listed. The Contractor is responsible for determining with which federal authorities it must comply in the performance of the Contract.

1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d, *et seq.*), prohibiting discrimination based on race, color, or national origin, as implemented by DoD regulations at 32 CFR part 195.
2. Age Discrimination Act of 1975 (42 U.S.C. § 6101, *et seq.*), prohibiting discrimination based on age, as implemented by DoD regulations at 32 CFR part 196.
3. Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681, *et seq.*), prohibiting discrimination based upon gender, as implemented by DoD regulations at 32 CFR part 196.
4. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), prohibiting discrimination based upon disability, as implemented by Department of Justice regulations at 28 CFR part 41 and DoD regulations at 32 CFR part 56.
5. Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, *et seq.*), prohibiting discrimination based upon disability.
6. Vietnam-Era Veterans Readjustment Assistance Act (38 U.S.C. § 4212), prohibiting discrimination in employment against protected veterans and requiring affirmative actions of recruit and employ protected veterans.
7. The Federal Executive Orders 11246, 11478, and 11375 and 41 CFR Part 60, requiring equal employment opportunities in employment practices.
8. Executive Order No. 13166 requiring facilitation of access for persons with limited English proficiency to federally funded services.
9. False Claims Act, 31 U.S.C. §§ 3729-3733 (the "Lincoln Law"), prohibiting recipients of federal payments from submitting a false claim for payment.
10. Sherman Anti-Trust Act, 15 U.S.C. §§1-7m prohibiting any contract, trust, or conspiracy in restraint of interstate or foreign trade.
11. Anti-Kickback Act of 1986, 41 U.S.C. §§ 51-58 and the Anti-Kickback Statute, 42 U.S.C. §§ 1320(a)-(7)a, prohibiting the exchange or offer to exchange anything of value to induce the referral of federal health care program business.
12. Copeland "Anti-Kickback" Act. Contractor agrees that it will comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3). As applied to this Contract, the Copeland "Anti-Kickback" Act makes it unlawful to induce, by force, intimidation, threat or procuring dismissal from employment, or otherwise, any person employed in the construction or repair of public buildings or public works, financed in whole or in part by the United States, to give up any part of the compensation to which that person is entitled under a contract of employment.
13. Debarment and Suspension. Contractor is subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, 2 CFR Part 180. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or

activities. Contractor agrees to comply with the DOD implementation of 2 CFR part 180 (at 2 CFR 1125) by checking the Excluded Parties List System (EPLS) at the current OMB website to verify (sub)contractor eligibility to receive contracts and subcontracts resulting from this Agreement. The Contractor shall not solicit offers from, nor award contracts to contractors listed in EPLS. This verification shall be documented in the Contractor's contract files and shall be subject to audit by Federal and State audit agencies.

14. Whistleblower Protection Act, 10 U.S.C. 2409, 41 U.S.C. 4712, and 10 U.S.C. 2324, 41 U.S.C. 4304 and 4310, requiring compliance with statutory requirements for whistleblower protections.
15. Byrd Anti-Lobbying Amendment, (31 U.S.C. 1352). Contractors that bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
16. Drug-Free Workplace. Contractor agrees to comply with the requirements regarding drug-free workplace requirements in Subpart B of 32 CFR part 26, which implements sec. 5151-5160 of the Drug-Free Workplace Act of 1988 (Public Law 100-690, Title V, Subtitle D; 41 U.S.C. 701, et seq.).
17. Federal Funding Accountability and Transparency Act of 2006, requiring reporting of subawards and executive compensation.
 - a. First-tier Subawards.

All recipients, unless exempt as provided in paragraph D, must report each action that obligates \$30,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) for a subaward to an entity. Recipients must report the information about each obligating action in accordance with the submission instructions posted at www.fsrc.gov.
 - b. Total Compensation of Recipient Executives.
 - i. All recipients must report total compensation for each of the five most highly compensated executives for the preceding completed fiscal year, if,
 - (1) the total Federal funding authorized to date under this award is \$30,000 or more; in the preceding fiscal year, recipients received: Eighty percent or more of the annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - (2) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - (3) The public does not have access to information about the compensation of the executives through periodic reports filed under

the Securities Exchange Act of 1934 and Internal Revenue Code of 1986.

- ii. Where and when to report. Recipients must report executive total compensation described in paragraph b.1 of this award term:
 - (1) The Contractor is to submit the Compensation Report to the Department by the end of-the month following the month in which the total of the monies obligated through this Contract is at \$30,000 or more, whether occurring at the time of signing or at some later date due to a contractual amendment. The Contractor must continue to submit the Compensation Report annually during the term of the Contract on the anniversary of the initial date of submittal, even if the total consideration for the Contract is later amended to be less than \$30,000.
 - (2) The Contractor will submit the Compensation Report to the Department by first-class mail addressed as follows or via email:
DPHHS
Attn: BFSD-FFATA Reporting
PO Box 4210
Helena, MT 59604-4210
hhsffata@mt.gov
- c. Total Compensation of Subrecipient Executives.
All recipients unless exempt as provided in paragraph d. of this award term, for each first-tier subrecipient. Recipients must report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if:
 - i. in the subrecipient's preceding fiscal year, the subrecipient received:
 - (1) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards).
 - (2) \$30,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and
 - (3) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986.
- d. Exemptions. All recipients' gross income, from all sources of the previous tax year, under \$300,000, are exempt from the requirements to report:
 - i. Subawards, and
 - ii. The total compensation of the five most highly compensated executives of any subrecipient.
- 18. Disclosure of Ownership and Control Information pursuant to 42 C.F.R. §§ 455.104, 455.105, and 455.106, requiring disclosures of ownership and control, business transactions, and persons with criminal convictions in connection with the delivery of Medicaid funded services.
- 19. Federal Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal Information Technology for Economic and Clinical Health of 2009 (HITECH), requiring compliance with privacy, security, electronic transmission, coding, and other

requirements applicable to Covered Entities or a Business Associate as defined for purposes of the acts.

20. Patient Protection and Affordable Care Act- P.L. 111-148
21. Section 1557 of the Affordable Care Act and 45 CFR Part 92, prohibiting discrimination in health programs and activities any part of which receives Federal financial assistance.
22. Use of United States Flag Vessels. Contactor agrees that travel under this Contract shall use U.S.-flag air carriers (air carriers holding certificates under 49 U.S.C. 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) and the inter-operative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision 8138942. ContactorNendor agrees that it will comply with the Cargo Preference Act of 1954 (46 U.S.C. Chapter 553), as implemented by Department of Transportation regulation at 46 CFR 381.7, and 46 CFR 381.7(b).
23. Buy American Act. Contractor agrees that it will not expend any funds appropriated by Congress without complying with The Buy American Act (41 U.S.C. 10a et seq). The Buy American Act gives preference to domestic end products and domestic construction material. In addition, the Memorandum of Understanding between the United States of America, and the European Economic Community (EEC) on Government Procurement, and the North American Free Trade Agreement (NAFTA), provide that EEC and NAFTA end products and construction materials are exempted from application of the Buy American Act.
24. System For Award Management. Contractor agrees to comply with the System for Award Management. Contractor must provide UEI number to the state. Unique Entity Identifier (UEI) means a number or other identifier used to identify a specific commercial, nonprofit, or Government entity. A UEI number may be obtained from www.sam.gov telephone (currently 866-606-8220) or the internet (currently at www.sam.gov).
25. Procurement of Recovered Materials. Contractor must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
26. 2 C.F.R. 200.326, Appendix 11, Required Contract Clauses. 2 C.F.R. 200.326, Appendix 11, Required Contract Clauses are incorporated by reference as if set forth in full text and are made part of this agreement as applicable. Contractor shall comply with all applicable contract clauses and provide the same clauses in any subcontracts or purchase orders issued in support of this agreement with the State.
27. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment. The Contractor agrees it will not provide or use covered telecommunications equipment or services in the performance of this Contract in compliance with 2 CFR 200.216. Covered telecommunications equipment or services has the meaning provided in Public Law 115-232, Section 889.
28. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387, As Amended. Any Contract or subcontract in excess of \$150,000 must comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the State who in turn will

- report to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
29. Rights to Inventions Made Under a Contract or Agreement. Any discovery or invention that arises during the course of the Contract shall be reported to the non-Federal entity. Contractor/Nendor must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
 30. Uniform Relocation Assistance and Real Property Acquisition Policies. Contractor agrees that it will comply with CFR 49 part 24, which implements the provisions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601 et seq.) and provides for fair and equitable treatment of persons displaced by federally assisted programs or persons whose property is acquired as a result of such programs.
 31. Lobbying. Contractor agrees that it will not expend any funds appropriated by Congress to pay any person for influencing or attempting to influence an officer or employee of any agency, or a Member of Congress in connection with any of the following covered Federal actions: 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. The Final Rule, New Restrictions on Lobbying, issued by the Office of Management and Budget and the Department of Defense (32 CFR Part 28) to implement the provisions of Section 319 of Public Law 101-121 (31 U.S.C. Section 1352) is incorporated by reference and the State agrees to comply with all the provisions thereof, including any amendments to the Interim Final Rule that may hereafter be issued.
 32. Contract Work Hours and Safety Standards Act. Contractor agrees that it will comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708) as supplemented by Department of Labor regulations (29 CFR Part 5). As applied to this agreement, the Contract Work Hours and Safety Standards Act specifies that no laborer or mechanic doing any part of the work contemplated by this agreement shall be required or permitted to work more than 40 hours in any workweek unless paid for all additional hours at not less than 1.5 times the basic rate of pay.
 33. Environmental Protection.
 - (a) Contractor agrees that its performance under this Contract shall comply with:
 - (1) The requirements of Section 114 of the Clean Air Act (42 U.S.C. Section 7414).
 - (2) Section 308 of the Federal Water Pollution Control Act (33 U.S.C. Section 1318), that relates generally to inspection, monitoring, entry reports, and information, and with all regulations and guidelines issued thereunder.
 - (3) The Resources Conservation and Recovery Act (RCRA).
 - (4) The Comprehensive Environmental Response, Compensation and Liabilities Act (CERCLA).

- (5) The National Environmental Policy Act (NEPA).
 - (6) The Solid Waste Disposal Act (SWDA).
 - (7) The applicable provisions of the Clean Air Act (42 U.S.C. 7401, et seq.) and Clean Water Act (33 U.S.C. 1251, et seq.), as implemented by Executive Order 11738 and Environmental Protection Agency (EPA) rules at 40 CFR Part 31; and
 - (8) To identify any impact this Contract may have on the quality of the human environment and provide help as needed to comply with the National Environmental Policy Act (NEPA, at 42 U.S.C. 4321, et seq.) and any applicable federal, state, or local environmental regulation.
- (b) In accordance with the EPA rules, the parties further agree that the Contractor/Vendor shall also identify to the state any impact this Contract may have on:
- (1) The quality of the human environment and provide help the agency may need to comply with the National Environmental Policy Act (NEPA, at 42 U.S.C. 4321, et seq.) and to prepare Environment Impact Statements or other required environmental documentation. In such cases, the recipient agrees to take no action that will have an adverse environmental impact (e.g., physical disturbance of a site such as breaking of ground) until the agency provides written notification of compliance with the environmental impact analysis process.
 - (2) Flood-prone areas and provide help the agency may need to comply with the National Flood Insurance Act of 1968 and Flood Disaster Protection Act of 1973 (42 U.S.C. 4001, et seq.), which require flood insurance, when available; for federally assisted construction or acquisition in flood-prone areas.
 - (3) Coastal zones and provide help the agency may need to comply with the Coastal Zone Management Act of 1972 (16 U.S.C. 1451, et seq.), concerning protection of U.S. coastal resources.
 - (4) Coastal barriers and provide help the agency may need to comply with the Coastal Barriers Resource Act (16 U.S.C. 3501 et seq.), concerning preservation of barrier resources.
 - (5) Any existing or proposed component of the National Wild and Scenic Rivers System and provide help the agency may need to comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1271 et seq.).
 - (6) Underground sources of drinking water in areas that have an aquifer that is the sole or principal drinking water source and provide help the agency may need to comply with the Safe Drinking Water Act (42 U.S.C. 300H-3).

B. Compliance with State of Montana Authorities.

Contractor assures that it and any of its subcontractors will comply with all State of Montana laws, rules, ordinances, and executive orders, that are applicable to this Contract, to include the provisions of the below referenced laws. The list is not intended, nor must it be construed, as a listing of all state authorities with which Contractor must comply for the purposes of the Contract, or that Contractor must comply with each of the authorities listed. Contractor is responsible for determining with which state authorities it must comply in the performance of the Contract.

1. Montana False Claims Act, Title 17, Chapter 8, part 4, MCA.
2. Montana Anti-Trust laws - §30-14-201, MCA, et. seq.
3. Montana Human Rights Act Title 49 MCA
4. Montana Governmental Code of Fair Practices Title 49, Chapter 3

Attachment E

Rev. 7/2020

INSURANCE REQUIREMENTS

I. Insurance.

Contractor shall maintain for the duration of the Contract, at its cost and expense, insurance against claims for injuries to persons or damages to property, including contractual liability, which may arise from or in connection with the performance of the work by the Contractor, agents, employees, representatives, assigns, or subcontractors. This insurance shall cover such claims as may be caused by any negligent act or omission. The certificate(s) must name Rocky Mountain Development Council, Inc. as certificate holder, and Contractor shall provide copies of additional insured endorsements required by Contractor's commercial general liability and automobile liability policies.

II. Primary Insurance.

Contractor's insurance coverage shall be primary insurance with respect to Rocky, its officers, officials, employees, and volunteers, and shall apply separately to each project or location. Any insurance or self-insurance maintained by Rocky, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

III. Insurance Requirements.

Specific Requirements for Compliance with Workers' Compensation Act: Contractor shall comply with the provisions of the Montana Workers' Compensation Act while performing work for State of Montana in accordance with 39-71-401, 39-71-405, and 39-71-417, MCA. Proof of compliance must be in the form of workers' compensation insurance, an independent contractor's exemption, or documentation of corporate officer status. No parties to this contract are State employees. This insurance/exemption must be valid for the entire contract term and any renewal. Upon expiration, a renewal document must be submitted.

Specific Requirements for Commercial General Liability: Contractor shall purchase and maintain occurrence coverage with combined single limits for bodily injury, personal injury, and property damage, of \$1,000,000 per occurrence and \$2,000,000 aggregate per year to cover such claims as may be caused by any act, omission, or negligence of Contractor's officers, agents, representatives, assigns, or subcontractors.

Additional Insured Status: Rocky, its officers, officials, employees, and volunteers are to be covered as additional insureds; for liability arising out of activities performed by or on behalf of the Contractor, including the Rocky Mountain Development Councils general supervision of the Contractor; products and completed operations; and premises owned, leased, occupied, or used.

Specific Requirements for Automobile Liability: The Contractor shall purchase and maintain occurrence coverage with split limits of \$500,000 per person (personal injury), \$1,000,000 per accident occurrence (personal injury), and \$100,000 per accident occurrence (property damage), (OR combined single limits of \$1,000,000 per occurrence) to cover such claims as may be caused by any act, omission, or negligence of the Contractor's officers, agents, representatives, assigns, or subcontractors.

Additional Insured Status: Rocky, its officers, officials, employees, and volunteers are to be covered as additional insureds for automobiles owned, leased, hired, or borrowed by the Contractor.

The insurance certificates must name Rocky Mountain Development Council, Inc. as a certificate holder and Contractor shall provide copies of additional insured endorsements required by Contractor's commercial general liability, automobile liability policies, and professional liability. The insurance forms must be updated annually.

IV. Deductibles and Self-Insured Retentions.

Any deductible or self-insured retention must be declared to and approved by Rocky. At the request of Rocky, either: 1) the insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to Rocky, its officers, employees, or volunteers; or 2) at its own expense, Contractor shall procure a bond guaranteeing payment of losses and related investigations, claims administration, and defense expenses. Note: The deductible/self-insured provision does not apply to political subdivisions of the state (i.e., counties, cities, towns, and school districts) under §2-9-211, MCA.

V. Certificates of Insurance.

Insurance is to be placed with an insurer with a Best's rating of no less than A-. Note: Best's ratings do not apply to political subdivisions of the state (i.e., counties, cities, towns, and school districts) under §2-9-211, MCA. All certificates and endorsements are to be received by Rocky prior to the provision of a service or purchase of a product. Contractor must notify Rocky immediately, of any material change in insurance coverage, such as changes in limits, coverages, change in status of policy, etc. The contractor shall provide Rocky with certificates verifying insurance coverage.

ASSURANCES

SOURCES OF INFORMATION

DPHHS GS-302
Rev. 06/2018

SOURCES OF INFORMATION ON THE PRIVACY, TRANSACTIONS AND SECURITY REQUIREMENTS PERTAINING TO HEALTH CARE INFORMATION OF THE FEDERAL HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) AND THE FEDERAL HEALTH INFORMATION TECHNOLOGY FOR ECONOMIC AND CLINICAL HEALTH ACT (HITECH), ENACTED AS PART OF THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009

The following are sources of information concerning the applicability of and implementation of the privacy, transactions and security requirements of HIPAA and HITECH. The Department of Public Health & Human Services requires that contractors generating, maintaining, and using health care information in relation to recipients of State administered and funded services be compliant with the requirements of HIPAA and HITECH as applicable under the federal legal authorities and the status of the Department as a health care plan.

There can be difficulty in interpreting the applicability of the HIPAA and HITECH requirements to an entity and various circumstances. It is advisable to retain knowledgeable experts to advise concerning determinations of applicability and appropriate compliance.

Websites specified here may be changed without notice by those parties maintaining them.

FEDERAL RESOURCES

The following are official federal resources in relation to HIPAA and HITECH requirements. These are public sites. Implementation of the additional requirements under HITECH, due to the more recent date of enactment, is occurring on an ongoing basis.

1. www.hhs.gov/ocr/hipaa

The federal Department of Health & Human Services / Office of Civil Rights (OCR) provides information pertaining to privacy and security requirements under HIPAA and HITECH including the adopted regulations and various official interpretative materials. This site includes an inquiry service. OCR is responsible for the implementation of the privacy and security aspects of HIPAA/HITECH and serves as both the official interpreter for and enforcer of the privacy requirements.

2. U.S. Department of Health & Human Services/ Centers for Disease Control & Prevention, <http://www.cdc.gov/Other/privacy.html>. The federal Department of Health & Human Services/ Centers for Disease Control & Prevention (CDC) provides information pertaining to the application of privacy requirements under HIPAA to public health activities and programs.

STATE RESOURCES

The Department Website for Medicaid Provider Information provides general information for providers of services on compliance with various state and federal requirements. <https://medicaidprovider.mt.gov/>

Further information concerning HIPM/HITECH compliance in the delivery of services funded through the Department's various programs can be reviewed at the Department Website for DPHHS HIPAA Policies. <https://dphhs.mt.gov/HIPAA>

Certain departmental programs may have more detailed guidance available in relation to particular programs of services. Inquiries may be directed at a program to determine if further information is available.

PROVIDER ASSOCIATIONS

Many national and state provider associations have developed extensive resources for their memberships concerning HIPM/HITECH requirements. Those are important resources in making determinations as to the applicability and implementation of HIPM/ HITECH.

CONSULTANT RESOURCES

There are innumerable consulting resources available nationally. The Department does not make recommendations or referrals as to such resources. It is advisable to pursue references before retaining any consulting resource. Some consulting resources may be inappropriate for certain types of entities and circumstances.

ASSURANCES NON-CONSTRUCTION OMB 424

OMB Approval No. 0348-0040 ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering, and maintaining the data needed and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions reducing this burden, to the Office of Management and Budget, Paperwork Reduction project (0348-0040), Washington, DC 20503. PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

Note: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurance. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for federal assistance, and the institutional, managerial, and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. OD 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include, but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. OD 1681-1683 and 1685-1686), which prohibit discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. D 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. DO 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) DD 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3) as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. D 2601 et seq.), as amended, relating to nondiscrimination in the sale, rental

or financing of housing; (l) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and 0) the requirements of any other nondiscrimination statute(s) which may apply to the application.

7. Will comply or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-66), which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply with the provisions of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. DD 276a to 276a-7), the Copeland Act (40 U.S.C. § 276c and 18 U.S.C. §§ 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. DD 327-333, regarding labor standards for federally assisted construction sub agreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. DD 1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955k, as amended (42 U.S.C. § 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. DD 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling and treatment of warm-blooded animals held for research, teaching or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. DD 4801 et seq.) Which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act of 1984.
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

BROADWATER COUNTY HEALTH DEPARTMENT

BY: _____ Date: _____

Broadwater County Commissioner

DISCLOSURE OF LOBBYING ACTIVITIES

DISCLOSURE OF LOBBYING ACTIVITIES

Approved by OMB

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352 0348-0046

1. Type of Federal Action: D a. contract D b. grant D c. cooperative agreement D d. loan D e. loan guarantee D f. loan insurance	2. Status of Federal Action : D a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: D a. initial filing D b. material change For Material Change Only: Year _____ quarter _____ Date of last report _____
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See reverse for public burden disclosure

4. Name and Address of Reporting Entity: D Prime D Subawardee Tier _____ if known Congressional District, if known: 6. Federal Department/Agency:	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Congressional District, if known: 7. Federal Program Name/Description:
Federal Action Number, if known:	CFDA Number, if applicable: _____ 9. Award Amount, if known:
10. a. Name and Address of Lobbying Registrant (If individual, last name, first name, MI):	\$ a. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):
11. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____

Federal Use Only:

Authorized for Local Reproduction

Standard Form LLL (Rev. 7-97)

**INSTRUCTIONS FOR COMPLETION OF SF-LLL,
DISCLOSURE OF LOBBYING ACTIVITIES**

This disclosure form shall be completed by the reporting entity, whether sub awarded or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to Title 31 U.S.C., Section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state, and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the sub awardee, e.g., the first sub awardee of the prime is the 1st tier. Subawards include, but are not limited to, subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in Item 4 checks Sub awardee, then enter the full name, address, city, state, and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award of loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (Item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA/ALN) number for grants, cooperative agreements, loans, and loan commitments
8. Enter the most appropriate Federal identifying number available for the Federal action identified in Item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFS) number; grant announcement number, the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., ORFP-DE-90-001".
9. For a covered Federal action, where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in Item 4 or 5.
10. (a)Enter the full name, address, city, state, and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in Item 4 to influence the covered Federal action.
(b)Enter the full names of the individual(s) performing services and include full address if different from 10(a). Enter Last Name, First Name and Middle Initial (MI).11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions,

searching existing data sources, gathering, and maintaining the data needed and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

FIRST MODIFICATION
TO CONTRACT NO. 2023-004-007, 2024 BUDGET
BROADWATER COUNTY HEALTH DEPT.

THIS CONTRACT MODIFICATION, is entered into by and between the Rocky Mountain Development Council, Inc., Area IV Agency on Aging, (hereinafter referred to as the "Rocky") and Broadwater County Health Department (hereinafter referred to as the "Contractor") and whose nine (9) digit Federal ID Number is 81-6001337.

THIS MODIFICATION is made and entered into this 6th of December, 2023.

SECTION 4: CONSIDERATION, the following will be added:

Additional Funding due to COVID-19:

Subject to the terms and conditions contained in this Contract, Rocky will pay the Contractor a one-time FY24 payment under the American Rescue Plan Act (ARPA) due to the COVID-19 funding received from ACL.

Expectations to include:

ARPA:

- 1) Required 15% service match for this funding;
- 2) Program income is allowed for the match requirement for ARPA Title III grant awards only, for which the income was generated.
- 3) Transfers are not available for this funding;
- 4) Spending of the funds are to be tracked separately and a monthly budget report template has been provided by Rocky;
- 5) Program reporting will include collection and input of demographic data to the greatest extent practicable as well as details about services provided in response to COVID as a narrative entry, significant missing data and variances will need to be explained; and
- 6) Expenditures for this fund will be reported separately from other funds and will include a narrative entry describing funds expended.

The FY24 ARPA funding is to be liquidated by June 30, 2024.

- A. The Contractor will receive the additional reimbursements listed below.
- B. Section 3 B1. An additional one-time payment of ARPA Title III grant funds in the amount of **\$19,537.00**.
- C. Section 3 B2. The Contractor will provide additional matching funds of **\$3,448.00**, either cash, in kind or program income.
- D. Attachment C BUDGETS

Skilled Nursing Services: A one-time payment of **\$5,250.00** for the purpose of this funding will be made upon execution of this contract. The breakdown by line item categories and identification of resources by services to be provided is included in Attachment A to this contract and hereby included by this reference.

Homemaker Services: A one-time payment of **\$14,287.00** for the purpose of this funding will be made upon execution of this contract. The breakdown by line item categories and identification of resources by services to be provided is included in Attachment A of this contract and hereby included by this reference.

The parties understand that this modification applies only to those portions of Contract No. 2024-004-007, which have been cited above and does not alter or nullify any other portions of this agreement. All other portions of this agreement, which are not referred to above, remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this contract modification on the dates set out below.

ROCKY MOUNTAIN DEVELOPMENT COUNCIL, INC. / AREA IV AGENCY ON AGING

By: Jori Jadas

Date: 12/11/23

CONTRACTOR: BROADWATER COUNTY HEALTH DEPT.

By: _____

Date: _____

BROADWATER COUNTY HEALTH FY 24 ARPA				
ATTACHMENT A				
EXPENDITURE CATEGORY	RESPITE/ CAREGIVER	SKILLED NURSING	HOMEMAKER	TOTALS
Personnel & Fringe		6177	16808	
Supplies				
Communications				
Utilities				
Repairs & Maintenance				
Travel & Training				
Building Space				
Insurance				
Equipment				
Contracted Services				
Other:				
TOTAL EXPENDITURES:	0	6,177	16,808	22,985
SOURCES OF FUNDING:				
IIIB ARPA		5250	14287	
IIID				
IIIE				
State GF				
Carryover IIIE				
TOTAL FED/STATE FUNDING:	0	5,250	14,287	19,537
LOCAL MATCH:				
CASH		927	2521	
IN-KIND				
TOTAL MATCHING FUNDS:	0	927	2521	3448
PROJECT INCOME NON-MATCH:				
OTHER RESOURCES:	0	0	0	
TOTAL REVENUES	0	6,177	16,808	22,985



2639 Meadow Creek Loop, Billings, MT 59105
 Ph: (406) 254-9972 Fax: (406) 254-9533

www.granitepeakpumpservice.com
 E-mail: jay@granitepeakpumpservice.com

WATERTRONICS WATERMAX 7000 PROPOSAL

Suction Lift Variable Speed Pumping System

U. L. Approved Package Pumping System Suitable For Three Phase Power

Customer:	Old Baldy Golf Club	Date:	October 16, 2023
Attn:	Kory Bakkum	Quotation #:	Q23066
Phone #:	406-461-5116	Project Name:	Old Baldy Golf Club
Fax #:		Location:	Townsend, MT
Email:	bakkumkory@gmail.com	Quoted By:	Jay Glen
		Email	jay@granitepeakpumpservice.com

STATION PERFORMANCE: 500 GPM @ 90 PSI

Max. Lift = 7.5 ft.

POWER REQUIREMENT: Power shall be 480 volt, 3 phase, 60 hertz.

Note: See Power Supply in the Terms and Conditions Section below for further information.

MODEL DESCRIPTION: WMLV-7000-7A-50/5VMS-480-3-500-90

Project Scope: Provide a prefabricated, self-contained Variable speed, (VFD), suction lift horizontal centrifugal pump station with piping, valves, and enclosure. Controls will be an industrial grade PLC operator interface with software programming written specifically for this project. A formed and reinforced base platform and enclosure with lockable lid contains all manifolding, pumps, motors and an external mounted control panel to provide an integral unit ready for easy installation anchored to a concrete pad.

STANDARD CONTROLS & EQUIPMENT INCLUDE:

- External mounted NEMA 3R service rated **100 amp.** main disconnect panel
- U.L listed control panel
- Microprocessor controlled sequencing of pump
- 3.5" backlit LED Color Touch Screen Operator Interface Display Featuring:
 - Flow readout
 - Pressure readout
 - Flow totalizer
 - Elapsed run time display
- Alarm conditions with safety shutdown:
 - Low discharge pressure shutdown
 - High discharge pressure shutdown
 - High pump temperature shutdown
- Overload, single phase, phase imbalance/low voltage protection
- Surge protection for main station and solid state controls
- MSP combination breaker, contactor and overload
- Variable Frequency Drive pressure regulation
- Pressure drop start
- Hand/off/auto selector switch
- Stainless steel pressure transducer
- Data Industrial 220B flow sensor mounted inside enclosure
- 1 ea. **50 HP**, 3600 RPM horizontal centrifugal pump and ODP NEMA premium motor(s). Pump to be cast iron with a bronze impeller and mechanical seal.
- Station discharge isolation valve

"The Summit of Customer Satisfaction"



2639 Meadow Creek Loop, Billings, MT 59105
 Ph: (406) 254-9972 Fax: (406) 254-9533

www.granitepeakpumpservice.com
 E-mail: jay@granitepeakpumpservice.com

- Priming port
- Positive prime assembly (used with a foot valve)
- Force fan air cooled ventilated **14 gauge steel** pump station enclosure and **steel base, painted Sandstone** with lockable access cover
- Baked and cured two part polyurethane ultraviolet insensitive paint
- Factory certified dynamic run testing of pump station up to full flow and pressure prior to shipment
- One operator and maintenance manual
- Access to Watertronics customer service technical phone support, technicians on call 24/7
- Access to Watertronics factory authorized service technician

ADDITIONAL EQUIPMENT & SERVICES INCLUDED WITH PUMP STATION:

- 500 Watt heater – thermostatically controlled
- Logic, controls and 1" MPT connection for supply to existing self-cleaning inlet screen
- WYE strainer flush LOGIC for the existing filter (Includes power to energize ship loose solenoid valve)
- 2" Rainbird solenoid valve – shipped loose for WYE strainer flush
- 8" HDPE suction line with 8" foot valve – to be installed in existing wet well
- Custom 4" x 5" Flange Discharge pipe (Exact measurements required at time of order)

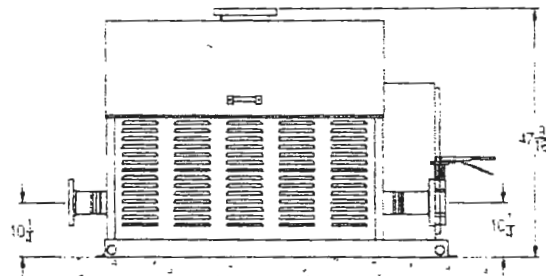
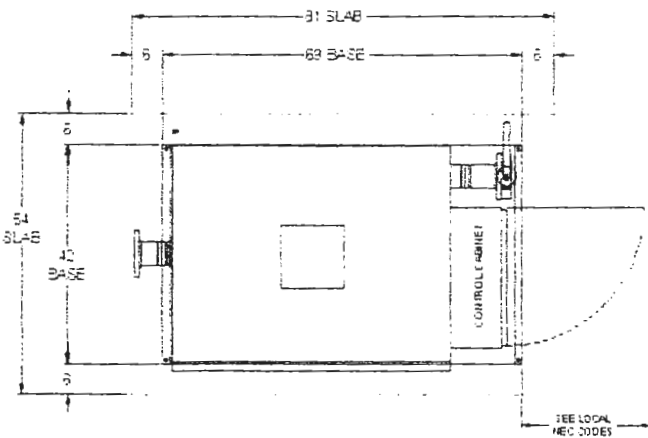
PRICE (INCLUDES ALL ABOVE):

Set assistance by Granite Peak Pump Service, Inc.
 Start-Up by Granite Peak Pump Service, Inc.
 Freight from factory to Job Site
 Equipment to Off-Load and Set

\$95,982.00
 Included
 Included
 Included
 Not Included

Shipment: Estimated 12-13 weeks after receipt of signed proposal and required 50% production deposit

Typical Station Overall Dimensions: Note: Drawing is shown for information only, minus any internal piping, controls, etc., along with recommended minimum slab dimensions. A full proposal drawing will be submitted for approval before design and production can commence.



"The Summit of Customer Satisfaction"



2639 Meadow Creek Loop, Billings, MT 59105
Ph: (406) 254-9972 Fax: (406) 254-9533

www.granitepeakpumpservice.com
E-mail: jay@granitepeakpumpservice.com

Terms and Conditions

DELIVERY AND SET-UP:

1. All reasonable efforts will be made to meet the requested delivery date after the receipt of a signed contract however; Granite Peak Pump Service, Inc. will not be liable for delays in delivery.
2. Control panel components shipped separately at the Customer's request, may incur additional freight charges, payable by the Customer.
3. Customer will be responsible for having job site readily accessible for station delivery via flat bed truck.
4. Customer will provide the equipment and personnel required to unload and/or set the pump station.
5. Set-up assistance is included.
6. Freight damage must be written on shipping documents with copies going to the carrier and Granite Peak Pump Service, Inc. Granite Peak Pump Service, Inc. will require pictures of damage caused by the carrier.
7. Missing equipment from the Bill of Materials (BOM) must be identified within 2 weeks of delivery.
8. Customer will be responsible for electrical permit if required.
9. Customer will be responsible for primary electrical hookup to pump control panel.
10. Customer will be responsible for making all piping connections.
11. Customer will be responsible for building modifications (roof removal & installation) if required.

START-UP:

1. Customer is responsible to guarantee the following before station calibration can be performed: a) Permanent utility power is available and installed on pump station disconnect. b) Adequate water supply to operate station to full capacity. c) Installed irrigation system to operate station to full capacity.
2. Start-up includes one day on site. If more than one day is required, additional charges of \$950.00 per day will be assessed if the customer caused the delay.
3. Purchaser will notify Granite Peak Pump Service, Inc. two weeks in advance of the desired start-up date.

WARRANTY:

1. Granite Peak Pump Service warrants its products to be free of defects in materials and workmanship for a period of two (2) years from the date of startup, but not later than twenty-seven (27) months from the date of station shipment invoice.
2. This warranty is limited to replacing or repairing any defective component at the sole option of Granite Peak Pump Service, and does not apply to equipment that has been damaged, misapplied or has been modified in any way.
3. Regular scheduled maintenance is required to keep the pump station running in top condition. A minimum of two (2) scheduled preventative maintenance service calls must be performed during the warranty period for the warranty to remain in force. Scheduling and payment for maintenance shall be the responsibility of the owner. Any work performed on the pump station must be provided by Granite Peak Pump Service. Any maintenance or repairs done without the pre-authorization of Granite Peak Pump Service shall void this warranty.
4. This warranty does not cover damages under the following conditions, unless otherwise specified in writing: (1) Lightning strikes, misapplied or inappropriate in-coming power, improper grounding, vandalism, or any incidental, consequential, or acts of God, (2) repairs or replacements made without the pre-authorization of Granite Peak Pump Service, (3) exposure to destructive gaseous or chemical solutions, (4) exposure to water pH levels of less than 6.0 which is typically the result of SO2 burner or sulfuric acid injection, (5) water salinity levels greater than 2000 parts per million, (6) water from a reverse osmosis process plant, (7) unusually high dirt load or abrasives in the water, or (8) pumping water not suitable for turf irrigation.
5. Granite Peak Pump Service will not accept liability for any costs associated with the removal or replacement of equipment in difficult to access locations. This includes, but is not limited to, the use of cranes larger than 15 tons, scuba divers, barges, helicopters, or other unusual means. These extraordinary costs shall be borne by the owner, regardless of the reason necessitating removal of the product from service.
6. THIS WARRANTY IS ABSOLUTELY IN LIEU OF ANY OTHER EXPRESS OR IMPLIED WARRANTIES. THIS INCLUDES ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND OF ANY OTHER OBLIGATION ON THE PART OF GRANITE PEAK PUMP SERVICE, INC.

NO AGENT, EMPLOYEE OR REPRESENTATIVE OF GRANITE PEAK PUMP SERVICE HAS ANY AUTHORITY TO BIND GRANITE PEAK PUMP SERVICE TO AN AFFIRMATION, REPRESENTATION OR WARRANTY CONCERNING THE PRODUCT SOLD UNDER THIS WARRANTY. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF.

"The Summit of Customer Satisfaction"



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Ph: (406) 254-9972 Fax: (406) 254-9533

www.granitepeakpumpservice.com
E-mail: jay@granitepeakpumpservice.com

POWER SUPPLY:

The pump control panel proposed herein is designed for 480 volt, WYE configured or closed delta balanced 3 phase power. The acceptable range of voltage is 455 volts (min) – 495 volts (max). Unless specifically stated under Optional Equipment, open delta, phase converter, or other forms of unbalanced three phase power are not acceptable.

If the supply voltage is not within this acceptable range, the purchaser is responsible for making the necessary corrections. This may include re-tapping or replacing the primary transformer. If the supply voltage is outside the stated range, electrical components such as VFD's, fuses, breakers, overloads, motors, power supplies may intermittently trip or prematurely fail and will not be considered for warranty coverage.

The use of generator power is not recommended.

Proper electrical grounding of the pump control panel is a requirement. Station will not operate properly and could pose a health hazard if not properly grounded. Failures of any magnitude due to improper grounding will not be covered under warranty.

PAYMENT TERMS:

All purchase orders are subject to acceptance at Granite Peak Pump Service, Inc. Receipt of Production deposit, verification of acceptable credit and confirmation of order are required before production. **A 50% production deposit is required to initiate order with the balance due 30 days from date of product shipment from factory.**

Late fee of 1.5% per month will be added to any balance due after thirty (30) days from the date of invoice. All payments and/or credits are applied to the outstanding balance before computing a finance charge.

In the event the customer cannot take delivery on the requested date, delivery shall be deemed completed, and the warranty period shall commence. For the purpose of payment, eighty (80) percent of the contract price will be due, payable net 30 days from invoice.

OTHER INFORMATION:

Prices valid for thirty (30) days from the date of this proposal.

State and local sales taxes are not included in these prices.

Seller retains a security interest in the above mentioned equipment as provided by the UNIFORM COMMERCIAL CODE, until payment is received in full.

All claims for incorrect deliveries must be submitted in writing to Granite Peak Pump Service within 15 days after receipt of goods.

All claims for price discrepancy must be submitted in writing to Granite Peak Pump Service within 60 days after receipt of goods.

A completed pump station may not be returned to Granite Peak Pump Service for credit.

“The Summit of Customer Satisfaction”



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Ph: (406) 254-9972 Fax: (406) 254-9533

www.granitepeakpumpservice.com
E-mail: jay@granitepeakpumpservice.com

ACCEPTANCE TERMS:

1. Purchaser hereby agrees that in the event of default in the payment of any amount due, that if this account is placed in the hands of an attorney, or agency for collection or legal action, to pay any and all related attorneys fees, costs of collection including agency, private process servers fees, court costs, etc., incurred and any other costs of collection permitted by the laws governing these transactions.
2. Equipment cancelled before completion will incur restocking charges that will be calculated at time of cancellation. Restocking fees may be the full cost of the product depending on the nature of the product that is cancelled.
3. Equipment shipped separately from the station, at Purchaser's request, may incur additional freight charges, payable by Purchaser.
4. Delayed deliveries by the customer once equipment is ready to ship, will incur minimum storage charges of \$200 per week, added to the final invoice.

ACCEPTED BY:

Company Name: _____

Print Name: _____ Title: _____

Signature: _____ Date _____ Requested Delivery Date: _____

Is this sale taxable? (circle one) Yes No (If the order is non-taxable, a tax exempt certificate for the "ship to" state must be submitted with this order).

Please Return One Signed Copy of This Quotation On Acceptance. Merchandise delivered or shipped is due and payable to: Granite Peak Pump Service, Inc., 2639 Meadow Creek Loop, Billings, MT 59105.
Fax number: 406-254-9533 Phone 406-254-9972.

BILL TO INFORMATION:

Company Name: _____ Phone: _____ Fax: _____ Email Address _____

Billing Address: _____ City: _____ State: _____ Zip Code: _____

Contact Name (Print): _____ Title: _____

SHIP TO INFORMATION:

Company Name: _____ Phone: _____ Fax: _____

Shipping Address: _____ City: _____ State: _____ Zip Code: _____

Contact Name (Print): _____ Title: _____ Phone : _____

Thank you for the opportunity to quote on your pump station needs. If you have any questions or require further information, please call us at 406-254-9972.

"The Summit of Customer Satisfaction"

WATERMAX® 7000

Setting the standard for over 30 years, the WaterMax Series provides a complete line of self-enclosed pumping systems for commercial landscape irrigation. The WaterMax 7000 can be customized to exactly meet your requirements through a broad range of options. Watertronics' proprietary control software combines with VFD technology to provide highly efficient, precision pumping in a durable, compact design.

PRECISE PRESSURE REGULATION

WaterMax 7000 Pumping Systems are pre-fabricated, self-contained and incorporate the latest VFD technology to provide smooth, accurate, surge-free and energy efficient performance at varying flow rates. Whether your water source is a lake, pond, or a boosted city supply for large commercial or golf course applications, the 7000 can provide the water and constant pressure desired up to 800 GPM or 140 PSI.

ADVANCED CONTROLS

The 7000 control platform options include a digital operator interface or Programmable Logic Controller with color touchscreen.

REMOTE MONITORING

Take your controls to the next level with WaterVision® remote monitoring technology and access your pump station from any web-enabled device, anytime.

BUILT TO WITHSTAND THE TEST OF TIME

A multi-step coating system of metal preparation, rust-inhibitive baked epoxy primecoat and a two-part UV-resistant baked polyurethane finish produces a long-lasting, durable, and rust-free product.

DYNAMIC FACTORY TESTING

Every WaterMax system is fully performance tested at field conditions prior to shipment to ensure your pump will perform exactly as promised.



SPECIFICATIONS

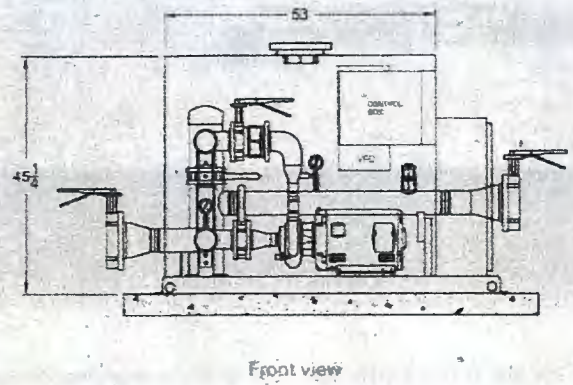
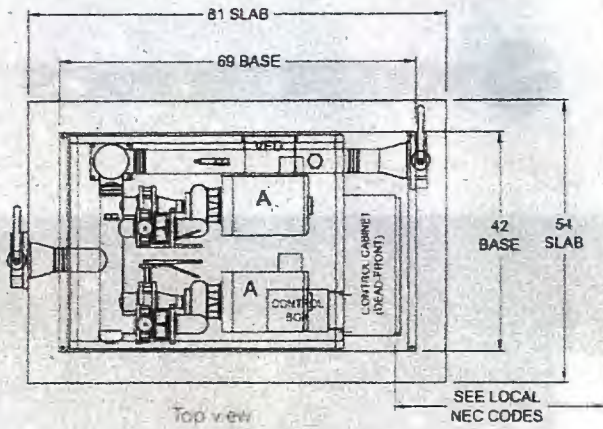
Applications	Booster, Suction Lift or Flooded Intake
Flow Range	Up to 800 GPM
Pressure	Up to 140 PSI
Horsepower	<ul style="list-style-type: none"> • Single: Max 60 HP • Multi-Pump: Consult Factory
Voltage (1 or 3 Phase)	<ul style="list-style-type: none"> • 240/1 phase • 208/3 phase • 240/3 phase • 480/3 phase

ADDITIONAL BENEFITS

- 2 YEAR WARRANTY, INCLUDING PARTS AND LABOR
- UL LISTED PACKAGED PUMPING SYSTEMS
- BUILT TO FCC PART 15 STANDARDS

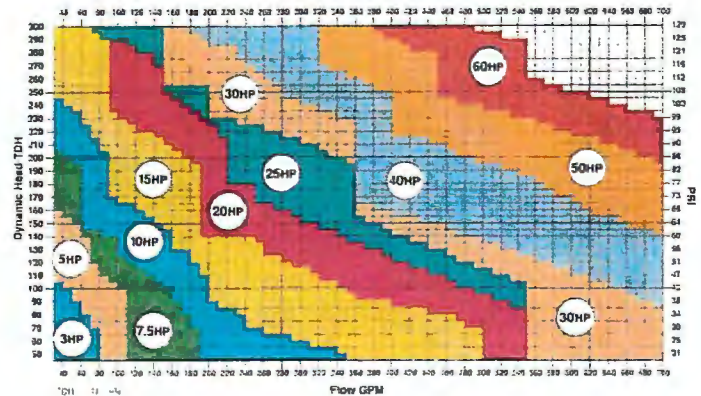


Watertronics Pump Service Network provides nationwide technical service for installation, start-up, user training, maintenance and after-market parts sales.



STANDARD FEATURES

- Advanced Watertronics PLC-based control software
- Microprocessor-based software controls to maintain constant pressure at variable flow
- UL 508A listed dead front control panel with service rated disconnect
- Horizontal premium efficient inverter duty rated motor
- Alarms:
 - Low pressure shutdown
 - High pressure shutdown
 - VFD fault shutdown
 - High pump temperature shutdown
 - Motor overload shutdown
 - Phase loss (3 phase only)
- Automatic reset and time stamping of all alarms
- Starting Options:
 - Pressure drop
 - Flow based
 - 24 VAC remote start relay
- Lightning surge protection
- VFD pressure regulation with surge free station starting/stopping
- Stainless steel pressure transducer
- Flow sensor providing flowrate and totalized system flow
- Durable cast iron pump featuring bronze impeller and mechanical seal
- Silent check valve per pump
- Individual pump and station discharge isolation valves
- Full flow pump bypass piping included on booster and flooded suction models
- Priming port and automatic priming assembly for suction lift models
- Station inlet/discharge flanged terminations
- Engineered steel or aluminum station enclosures with lockable lid, forced fan air cooling, and gas spring assisted lid lift
- High strength steel or stainless steel formed and welded base platform
- Durable epoxy powder coated steel base/enclosure available in Green or Sandstone
- Industrial grade polyurethane UV resistant coatings on all station piping



AVAILABLE OPTIONS

- VirtualVision color touchscreen interface
- WaterVision remote monitoring – ethernet or cellular versions
- 24 volt controller start (up to 2 additional)
- Brush finished marine grade aluminum enclosure with stainless steel base
- Floating HDPE intake suction line assembly with foot valve
- Intake suction pipe with screen & vacuum pump assembly
- Electromagnetic flow meter
- Suction & discharge drop pipes with multiple connection options
- Across the line (XL) by-pass contactor
- Temperature controlled enclosure heater
- Vandal resistant red alarm light
- Internal sound dampening insulation
- Back flow preventer
- Programmable set-point lake level control
- Electronic Butterfly Valve (EBV) back up pressure regulation in case of VFD failure
- Submersible turbine pump(s)
- VFD controlled jockey pump
- In-line basket or wye strainer
- Automatic self-cleaning discharge filtration



For more information on Watertronics Pump Systems, visit watertronics.com



www.watertronics.com | 1-800-356-6686

**INTER-LOCAL AGREEMENT FORMATION, AUTHORITY AND ADMINISTRATION
OF ABATEMENT REGION 4 FOR THE OPIOID SETTLEMENT**

This Interlocal Agreement (Agreement) is made pursuant to Title 7, Chapter 11, Part 1, Montana Code Annotated on the ____ day of _____, 20____ (Effective Date) between Beaverhead County, Montana, Broadwater County, Montana, Deer Lodge County, Montana, Granite County, Montana, Jefferson County, Montana, Madison County, Montana, Meagher County Montana, Park County, Montana and Powell County, Montana; (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 30 calendar days written notice of termination.

ARTICLE III - CREATION OF ENTITY

A. CREATION OF REGION 4 MULTI-COUNTY OPIOID ABATEMENT REGION

- (1) By entering this Agreement, the Parties create the Region 4 Multi-County Opioid Abatement Region (Abatement Region 4).
- (2) Abatement Region 4 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 and be consistent with the MOU and the Settlement Agreement's definition and description of appropriate Opioid Remediation and Approved Purposes.
- (3) Abatement Region 4 shall consist of nine (9) 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 4 designates Deer Lodge County as the Fiscal Agent as it relates to the Opioid Remediation Funds and the MOU and may on behalf of Abatement Region 4, 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 Fifth Judicial District, Jefferson 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 Beaverhead County, Montana Clerk and Recorder, the Broadwater County, Montana Clerk and Recorder, the Deer Lodge County, Montana Clerk and Recorder, the Granite County, Montana Clerk and Recorder, the Jefferson County, Montana Clerk and Recorder, the Madison County, Montana Clerk and Recorder, the Meagher County, Montana Clerk and Recorder, the Park County, Montana County Clerk and Recorder, the Powell County, Montana County 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:

BEAVERHEAD COUNTY, MONTANA

BROADWATER COUNTY, MONTANA

Chairman, Board of County Commissioners

Chairman, Board of County Commissioners

DEER LODGE COUNTY, MONTANA

GRANITE COUNTY, MONTANA

Chairman, Board of County Commissioners

Chairman, Board of County Commissioners

JEFFERSON COUNTY, MONTANA

MADISON COUNTY, MONTANA

Chairman, Board of County Commissioners

Chairman, Board of County Commissioners

MEAGHER COUNTY, MONTANA

PARK COUNTY, MONTANA

Chairman, Board of County Commissioners

Chairman, Board of County Commissioners

POWELL COUNTY, MONTANA

Chairman, Board of County Commissioners

M.O.A.T Application Flow Chart

Start of Application
(Trust Grant Portal)

Trust will facilitate all applications from to completion. Grant Applications can be submitted by City, County, & Local Gov't as well as Non-Profit Organizations/NGO's.

Regional
Abatement Review
(Governing Body)

All completed applications will be sent for review to the appropriate abatement region(s)

Regional Abatement
Submission to
Advisory Committee

After the abatement regions governing body reviews & follows their selection process. Each Abatement region will submit the grant requests of their choice for approval to the Trust Advisory Committee.

\$\$ Grant Funded
& Approved

ds will be sent directly to the approved Grant Program via the Trust.

Resubmission for
Clarification or
Approved

Approved Grants will move on to be funded by the Trust. Grants with questions will be sent back for clarification to the abatement region for review.

Trust Advisory
Committee Review
& Approval

The Trust Advisory Committee will review all submitted grant request for approval from each Abatement Region.

**Certificate of Survey Exemption Affidavit
Broadwater County**

Gift or Sale to Immediate Family Member
Section 76-3-207(1)(b), MCA.

When a landowner requests to be exempt from the Subdivision and Platting Act, state law requires Broadwater County determine whether the request is an attempt by the property owner to evade subdivision regulation. Broadwater County will use the information provided by the applicant in this affidavit as well as other evidence when making its determination.

Please complete both sides of this application. Every owner of the property (owners of record) must sign this affidavit. Use additional sheets of paper if necessary.

A. Name of Landowners:

Tony Everett Phone: 760-831-2606

Phone: _____

Phone: _____

B. Number of Parcels Proposed: 3.

C. Size of Each Parcel Proposed: 5.04, 4.09, 5.46, _____, _____.

D. Name and Relationship to Landowner of Family Member(s) Receiving Gift Parcel(s)

Name Zoe B. Everett - LOT 3B Relationship Daughter
Age: 21 Current Mailing Address: 14 Henwood Drive, Townsend, MT 59644

Name Sienna G. Everett - Lot 3C Relationship Daughter
Age: 18 Current Mailing Address: 15 Henwood Drive, Townsend, MT 59644

Name _____ Relationship _____
Age: _____ Current Mailing Address: _____

Name _____ Relationship _____
Age: _____ Current Mailing Address: _____

A "member of the "immediate family" may include only the grantor's spouse, children by blood or adoption, and parents.

E. History of the Parcel:

1. To your knowledge, have any exemptions been used to divide this property after July 1, 1973, including exemptions for mortgage tracts, gift or sale to an immediate family member, boundary line relocation, occasional sale? *See Sections 76-3-201 and 76-3-207, MCA.*

Yes No *If "yes", provide the chronological history of divisions and attach a copy of a Certificate of Survey or Deed evidencing the divisions:*

Date	Exemption	Tract Label	Tract Size	COS No. or Deed No.
4/1995	Arcadia Minor	3	14.60	1-436
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

2. To your knowledge, in regard to this property, did you or any previous owner ever attend a pre-application conference or submit for subdivision review of any part of this property, since July 1, 1973? Was any subdivision denied?

Yes No *If YES, fill out the attached supplemental information form.*

F. Subdivision Information

If the property being submitted for a family transfer is a parcel in an existing subdivision, provide a copy of the recorded covenants.

In addition, if the property is within a platted subdivision, please note any restriction or requirement on the platted subdivision continues to apply to the divisions, as required in Montana Code Annotated § 76-3-207(2)(c)(iii).

G. Proposed Exemption Information

To your knowledge:

1. Will each new parcel be used as a homesite for a family member?

Yes No *If NO, fill out the attached supplemental information form.*

2. Could the transfer be accomplished by a "relocation of common boundary lines"?

Yes No *If YES, fill out the attached supplemental information form.*

3. Will the newly created parcels become one of three or more parcels created from the original parcel after July 1, 1973?

Yes No **If YES, fill out the attached supplemental information form.**

4. Would the use of the family gift exemption violate any statute, case law, administrative rule, or Attorney General Opinion?

Yes No **If YES, fill out the attached supplemental information form.**

5. Does the parcel to be transferred fit a pattern of land divisions and land transfers?

Yes No **If YES, fill out the attached supplemental information form.**

6. Have any divisions of land ever been denied on this property?

Yes No **If YES, fill out the attached supplemental information form.**

7. Is the parcel being transferred to a family member who is a minor?

Yes No **If YES, please provide a draft Trust document.**

8. Are you transferring a parcel to your spouse?

Yes No **If YES, fill out the attached supplemental information form.**

9. As required in Montana Code Annotated § 76-3-105(5), an immediate family member or the spouse of an immediate family member who receives a division of land pursuant to a family transfer may not transfer or otherwise convey the division of land for a period of 2 years after the date of the division. The County Commission may grant a variance to this requirement to address a hardship situation.

Do you agree that you and/or your family member receiving this property will not sell any of the tracts created under the family transfer exemption for a period of two (2) years?

Yes No

******If the Survey Review Committee grants concept or survey approval to a proposed exemption, that approval is valid only for ninety days, subject to any legislative changes.******

Under penalties of perjury, I (we) declare that I (we) have examined this affidavit and the accompanying sketch or draft Certificate of Survey of the proposed division of land, and to the best of my (our) knowledge and belief, they are true, correct, complete and are in compliance with all State laws and local regulations.

I (we) also declare that I (we) will comply with Montana Code Annotated § 76-3-105(5) and will not transfer or otherwise convey the property for a period of 2 years after the date of the division.

I (we) also acknowledge that if the land that is being divided is within a platted subdivision that any restrictions or requirements on the platted subdivision will continue to apply to the divided land as required in Montana Code Annotated § 76-3-207(2)(c)(iii).

Date 11-10, 2023

Signature of Each Applicant:

[Signature] _____

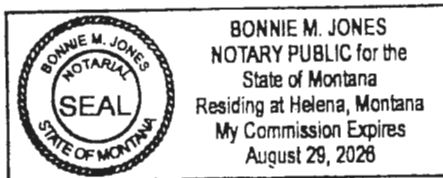
Signature of Each Recipient:

STATE OF MONTANA)
: ss.
County of LEWIS + CLARK)

On this 10 day of NOVEMBER, 2023, TONY EVERETT

personally, appeared before me and having been duly sworn did herein execute the above instrument for the purposes stated.

Notary's Seal/Stamp



Brian M. Jones
Notary Public for the State of Montana

BONNIE M JONES
Printed Name

Notary Public for the state of MONTANA

Residing at HELENA, MT

My Commission expires: AUGUST 29, 2026

Under penalties of perjury, I (we) declare that I (we) have examined this affidavit and the accompanying sketch or draft Certificate of Survey of the proposed division of land, and to the best of my (our) knowledge and belief, they are true, correct, complete and are in compliance with all State laws and local regulations.

I (we) also declare that I (we) will comply with Montana Code Annotated § 76-3-105(5) and will not transfer or otherwise convey the property for a period of 2 years after the date of the division.

I (we) also acknowledge that if the land that is being divided is within a platted subdivision that any restrictions or requirements on the platted subdivision will continue to apply to the divided land as required in Montana Code Annotated § 76-3-207(2)(c)(iii).

Date 11-19, 2023

Signature of Each Applicant:

Signature of Each Recipient:

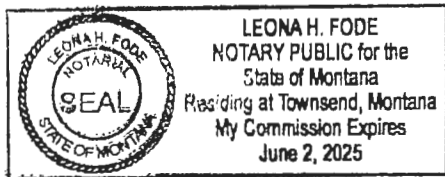
Sienna Everett _____

STATE OF MONTANA)
)
County of Broadwater) : ss.

On this 19 day of December, 2023, Sienna Everett

personally, appeared before me and having been duly sworn did herein execute the above instrument for the purposes stated.

Notary's Seal/Stamp



Leona H Fode
Notary Public for the State of Montana

Leona H Fode
Printed Name

Notary Public for the state of Montana

Residing at Townsend

My Commission expires: June 2, 2025

Under penalties of perjury, I (we) declare that I (we) have examined this affidavit and the accompanying sketch or draft Certificate of Survey of the proposed division of land, and to the best of my (our) knowledge and belief, they are true, correct, complete and are in compliance with all State laws and local regulations.

I (we) also declare that I (we) will comply with Montana Code Annotated § 76-3-105(5) and will not transfer or otherwise convey the property for a period of 2 years after the date of the division.

I (we) also acknowledge that if the land that is being divided is within a platted subdivision that any restrictions or requirements on the platted subdivision will continue to apply to the divided land as required in Montana Code Annotated § 76-3-207(2)(c)(iii).

Date _____, 20__.

Signature of Each Applicant:

Signature of Each Recipient:

Joe Everett

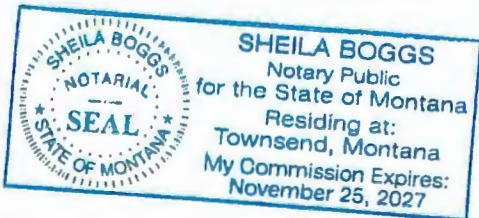
STATE OF MONTANA)

County of Montana Broadwater ss.

On this 19 day of December, 2023 Joe Everett only

personally, appeared before me and having been duly sworn did herein execute the above instrument for the purposes stated.

Notary's Seal/Stamp



Sheila Boggs
Notary Public for the ~~State~~ of Montana

Sheila Boggs
Printed Name

Notary Public for the state of Montana

Residing at Townsend

My Commission expires: 11-25, 2027

CERTIFICATE OF SURVEY

FOR: TONY EVERETT, ZOE EVERETT, AND SIENNA EVERETT
PURPOSE: A FAMILY TRANSFER LOCATED IN THE E1/2 NW1/4 SE1/4 OF SECTION 3,
TOWNSHIP 7 NORTH, RANGE 1 EAST, P.M.M. BROADWATER COUNTY, MONTANA

LOT 3A PARENT (TONY EVERETT)

A TRACT OF LAND LOCATED IN THE SE1/4 OF SECTION 3, TOWNSHIP 7 NORTH, RANGE 1 EAST, P.M.M. BROADWATER COUNTY, MONTANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST PROPERTY CORNER OF LOT 1 OF COS 1-436; THENCE N 89°58'31" E, 155.86 FEET ALONG LOT 1 OF COS 1-436; THENCE N 89°50'00" E, 155.54 FEET ALONG LOT 2 OF COS 1-436; THENCE N 00°09'33" E, 308.72 FEET TO THE CENTERLINE OF VALLEY DRIVE; THENCE N 89°58'22" E, 60.00 FEET ALONG THE CENTERLINE OF VALLEY DRIVE; THENCE S 00°05'49" E, 558.66 FEET ALONG THE WEST LINE OF LOT 13 AND TRACT 13 OF BOOK 58, PAGE 94; THENCE N 89°58'22" E, 310.85 FEET ALONG THE SOUTH PROPERTY LINE OF TRACT 13 OF SAID BOOK AND PAGE; THENCE S 00°18'06" W, 295.61 FEET ALONG THE WEST LINE OF TRACT 13 OF SAID BOOK AND PAGE; THENCE S 89°34'55" W, 679.45 FEET TO THE EAST LINE OF LOT 6 OF COS 1-187; THENCE N 00°07'23" W, 550.81 FEET ALONG THE EAST LINE OF COS 1-187 TO THE POINT OF BEGINNING. THE TRACT OF LAND CONTAINS 7.23 ACRES, MORE OR LESS AND IS SUBJECT TO ALL EXISTING EASEMENTS AND DOCUMENTS OF RECORD AS SHOWN ON THIS SURVEY.

LOT 3B DAUGHTER (ZOE EVERETT)

A TRACT OF LAND LOCATED IN THE SE1/4 OF SECTION 3, TOWNSHIP 7 NORTH, RANGE 1 EAST, P.M.M. BROADWATER COUNTY, MONTANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST PROPERTY CORNER OF LOT 9 OF COS 1-187; THENCE N 00°07'23" W, 472.89 FEET ALONG THE EAST LINE OF SAID COS; THENCE N 89°34'55" E, 226.26 FEET; THENCE S 00°07'23" E, 473.75 FEET TO THE NORTH PROPERTY LINE OF BOOK 29, PAGE 965; THENCE S 89°48'08" W, 226.26 FEET TO THE POINT OF BEGINNING. THE TRACT OF LAND CONTAINS 2.46 ACRES, MORE OR LESS AND IS SUBJECT TO ALL EXISTING EASEMENTS AND DOCUMENTS OF RECORD AS SHOWN ON THIS SURVEY.

LOT 3C DAUGHTER (SIENNA EVERETT)

A TRACT OF LAND LOCATED IN THE SE1/4 OF SECTION 3, TOWNSHIP 7 NORTH, RANGE 1 EAST, P.M.M. BROADWATER COUNTY, MONTANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST PROPERTY CORNER OF TRACT 13 OF BOOK 58, PAGE 94; THENCE S 89°48'08" W, 449.65 FEET ALONG THE NORTH PROPERTY LINE OF BOOK 29, PAGE 965; THENCE N 00°07'23" W, 473.75 FEET; THENCE N 89°34'55" E, 453.19 FEET TO THE WEST PROPERTY LINE OF TRACT 13 OF BOOK 58, PAGE 94; THENCE S 00°18'06" W, 475.51 FEET TO THE POINT OF BEGINNING. THE TRACT OF LAND CONTAINS 4.92 ACRES, MORE OR LESS AND IS SUBJECT TO ALL EXISTING EASEMENTS AND DOCUMENTS OF RECORD AS SHOWN ON THIS SURVEY.

CERTIFICATE OF EXEMPTIONS NEEDS TO FIND THE RIGHT EXEMPTIONS

LOTS 3A, 3B, 3C

WE, THE UNDERSIGNED, HEREBY CERTIFY THAT THAT LOTS 3A, 3B, 3C FOR THIS SURVEY IS FOR A DIVISION OF LAND MADE WITHIN A PLATTED SUBDIVISION FOR THE PURPOSE OF A SINGLE GIFT OR SALE TO THE LANDOWNER'S IMMEDIATE FAMILY AND IS THEREFORE EXEMPT FROM REVIEW UNDER THE MONTANA SUBDIVISION AND PLATTING ACT PURSUANT TO 76-3-207(2)(c)(iii), MCA

DEQ

LOTS 3A, 3B, 3C

WE, THE UNDERSIGNED, HEREBY CERTIFY THAT LOTS 3A, 3B, 3C ARE EXEMPT FROM DEQ REVIEW IN ACCORD WITH ARM 17.36.605(2)(b), BECAUSE THIS IS A NEWLY CREATED PARCEL THAT HAS EXISTING FACILITIES FOR WATER SUPPLY, WASTEWATER DISPOSAL, OR SOLID WASTE DISPOSAL THAT WERE PREVIOUSLY APPROVED BY DEQ, AND THE CREATION OF THE PARCEL WILL NOT CAUSE THE APPROVED FACILITIES TO VIOLATE ANY CONDITIONS OF THE APPROVAL.

PRIVATE ACCESS AND UTILITY EASEMENT

I/WE THE UNDERSIGNED PROPERTY OWNER(S) HEREBY CREATE/DEFINE/GRANT THE "30 AND 60 FOOT PRIVATE ACCESS AND UTILITY EASEMENT" AS SHOWN AND DESCRIBED ON THIS CERTIFICATE OF SURVEY WITH THE FOLLOWING TERMS AND CONDITIONS AND NOT LIMITED TO:

1. THE PRIVATE ACCESS AND UTILITY EASEMENT SHALL PERMIT INGRESS, EGRESS AND UTILITIES TO THE LAND OWNER(S) OF LOT(S) AND ANY PORTION THEREOF.
2. ANY TYPE OF ROADWAY SURFACE IS PERMITTED.
3. BORROW DITCHES/CULVERTS/ETC. ARE PERMITTED FOR DRAINAGE.
4. THE EASEMENT SHALL PERMIT AND ALLOW FOR PHONE, POWER, GAS, AND COMMUNICATION LINES WITHIN SAID EASEMENT LIMITS.
5. PRIVATE ACCESS AND USE OF THE EASEMENT MUST WORK IN HARMONY WITH ALL EXISTING ENCUMBRANCES OF THE PROPERTY.
6. THE MAINTENANCE AND LIABILITY OF THE PRIVATE ACCESS AND UTILITY EASEMENT ARE THE RESPONSIBILITY OF SAID LANDOWNER(S) USING SAID EASEMENT.
7. ALL RIGHTS AND USE OF THE EASEMENT SHALL BE EXERCISED PEACEFULLY AND QUIETLY AND WILL NOT BE A HINDRANCE AND BURDEN WITH THE OWNER'S USE OF THEIR PROPERTY.
8. NO REFUSE, DEBRIS AND OBJECTS SHALL BE STORED IN THE EASEMENT AREA AND IT WILL BE MAINTAINED IN A NEAT, CLEAN AND ORDERLY CONDITION.
9. THE 30 AND 60 FOOT WIDE PRIVATE ACCESS AND UTILITY EASEMENT RIGHTS/CONDITIONS/TERMS WERE DETERMINED BY NEGOTIATIONS BETWEEN THE UNDERSIGNED PROPERTY OWNER(S) AND ARE CONSTRUED IN ACCORDANCE WITH THE FAIR INTENT AND MEANING OF THE EASEMENT'S LANGUAGE. IT WILL BE CONSIDERED IN ITS ENTIRETY AND NOT FOR OR AGAINST ANY OF THE OWNER(S), REGARDLESS OF WHICH OWNER(S) PREPARED THIS EASEMENT LANGUAGE. EACH OWNER(S) ACKNOWLEDGES THAT THEY HAVE CONSULTED WITH THEIR OWN ATTORNEY IN CONNECTION WITH THE NEGOTIATION AND EXECUTION OF THIS EASEMENT AS SHOWN ON THIS DOCUMENT.
10. THE EASEMENT SHALL RUN WITH THE LAND AND WITH THEIR HEIRS, SUCCESSORS AND ASSIGNS.

DATE _____, 20__.

TONY EVERETT

ON THIS ____ DAY OF _____, 20__.

TONY EVERETT PERSONALLY APPEARED BEFORE ME AND DID HEREIN EXECUTE THE ABOVE INSTRUMENT FOR THE PURPOSES STATED.

BROADWATER COUNTY, MONTANA

NOTARY'S SEAL/STAMP

NOTARY PUBLIC FOR THE STATE OF MONTANA

PRINTED NAME _____
NOTARY PUBLIC FOR THE STATE OF _____
RESIDING AT _____
MY COMMISSION EXPIRES: _____, 20__

CERTIFICATE OF FILING:

FILED FOR RECORD _____ DAY OF _____

20__, AT _____, 2023.

CLERK AND RECORDER, JEFFERSON COUNTY, MONTANA

CERTIFICATE OF EXAMINING LAND SURVEYOR

REVIEWED FOR ERRORS AND OMISSIONS IN CALCULATIONS AND DRAFTING THIS ____ DAY OF _____, 2023 PURSUANT TO SECTION 76-3-611(2)(a), MCA.

EXAMINING LAND SURVEYOR
LICENSE No. _____

COS'S USED

COS 1-436

COS 1-187

BASIS OF BEARING:

GEODETIC NORTH BASED ON GPS OBSERVATION

JOB No. 4873
DRAFTED BY: IR
DATE: OCTOBER 26, 2023

CERTIFICATE OF LAND SURVEYOR



JONATHAN J. RIES, P.L.S. (12450LS)
PROFESSIONAL LAND SURVEYOR



TRIPLE R SURVEYING, INC
P. O. BOX 2201 EAST HELENA, MT. 59635

LEGEND

- ⊙ SET. 5/8" REBAR W/Y.P.C. TRIPLE R 12450LS
- ⊙ FND 5/8" ANDERSON YPC
- ◇ FND 5/8" REBAR OR YPC AS NOTED
- CALCULATED POINT
- POB POINT OF BEGINNING
- AC ALUMINUM CAP
- YPC YELLOW PLASTIC CAP

100' 0 100'

GRAPHIC SCALE - FEET

1/4	SEC.	T.	R.
3	7N	1E	

P.M. MONTANA,
BROADWATER COUNTY

DOCUMENT NUMBER: _____

CERTIFICATE OF SURVEY

FOR: TONY EVERETT, ZOE EVERETT, AND SIENNA EVERETT
 PURPOSE: A FAMILY TRANSFER LOCATED IN THE E1/2 NW1/4 SE1/4 OF SECTION 3,
 TOWNSHIP 7 NORTH, RANGE 1 EAST, P.M.M. BROADWATER COUNTY, MONTANA

TRACT 4

BOOK 58 PAGE 94

CENTER LINE OF EASEMENT

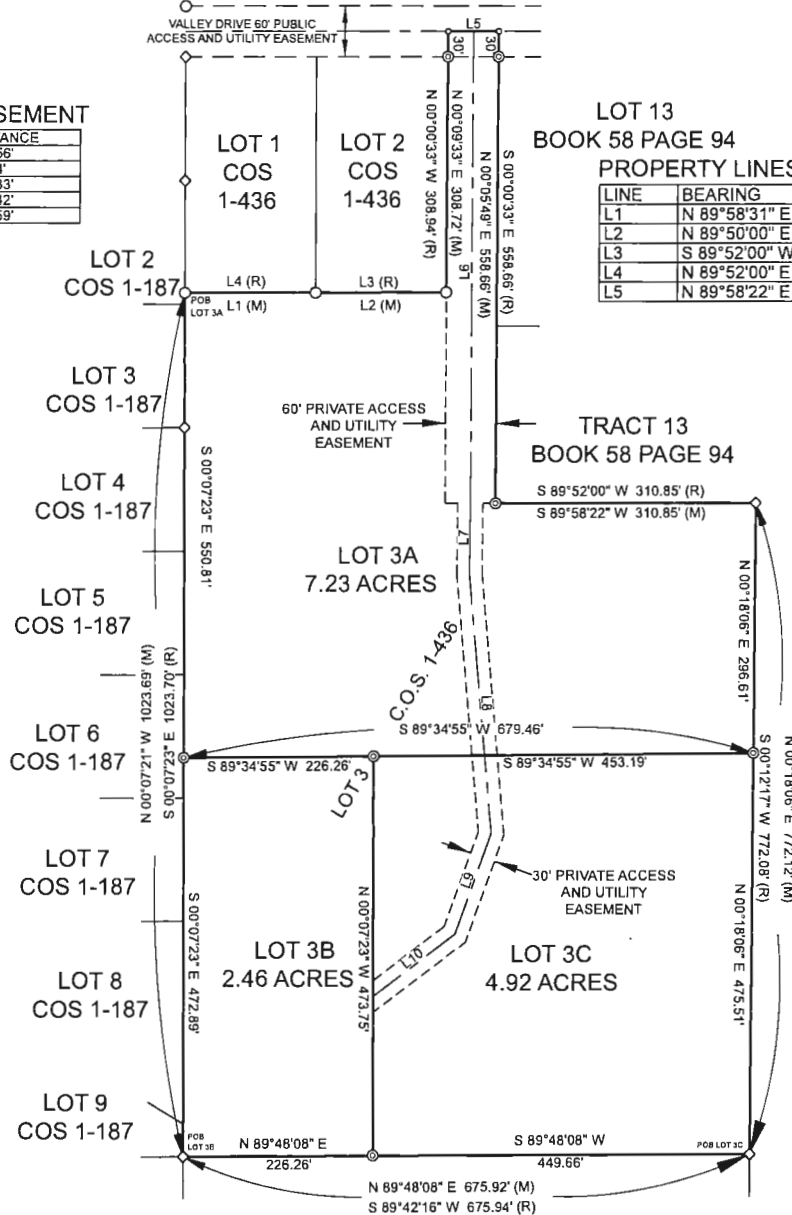
LINE	BEARING	DISTANCE
L6	N 00°05'49" E	558.56'
L7	N 00°29'26" E	84.14'
L8	N 05°02'13" W	308.33'
L9	N 19°35'46" E	127.42'
L10	N 52°50'06" E	121.59'

LOT 13

BOOK 58 PAGE 94

PROPERTY LINES

LINE	BEARING	DISTANCE
L1	N 89°58'31" E	155.88'
L2	N 89°50'00" E	155.54'
L3	S 89°52'00" W	155.89'
L4	N 89°52'00" E	155.90'
L5	N 89°58'22" E	60.00'



LEGEND

- ⊙ SET. 5/8" REBAR W/Y.P.C. TRIPLE R 12450LS
- FND 5/8" ANDERSON YPC
- ◇ FND 5/8" REBAR OR YPC AS NOTED
- CALCULATED POINT
- POB POINT OF BEGINNING
- AC ALUMINUM CAP
- YPC YELLOW PLASTIC CAP

CERTIFICATE OF COUNTY TREASURER

I HEREBY CERTIFY, PURSUANT TO SECTION 76-3-207 (3) OF MCA, THAT ALL REAL PROPERTY TAXES AND SPECIAL ASSESSMENTS ASSESSED AND LEVIED ON THE LAND DESCRIBED ON THIS CERTIFICATE OF SURVEY ARE PAID IN FULL.

GEO CODE: 43-1590-03-4-01-20-0000
 ASSESSMENT CODE: 0007001284

DATED THIS ____ DAY OF _____, 2023.

TREASURER, LEWIS & CLARK COUNTY, MONTANA

CERTIFICATE OF EXAMINING LAND SURVEYOR

REVIEWED FOR ERRORS AND OMISSIONS IN CALCULATIONS AND DRAFTING THIS ____ DAY OF _____, 2023 PURSUANT TO SECTION 76-3-511(2)(a), MCA.

EXAMINING LAND SURVEYOR
 LICENSE No. _____

CERTIFICATE OF LAND SURVEYOR



TRIPLE R SURVEYING, INC
 P. O. BOX 2201 EAST HELENA, MT. 59635

COS'S USED
 COS 1-436
 COS 1-187
BASIS OF BEARING:
 GEODETIC NORTH BASED ON GPS OBSERVATION

JOB No. 4873
 DRAFTED BY: IR
 DATE: OCTOBER 26, 2023

JONATHAN J. RIES P.L.S. (12450LS)
 PROFESSIONAL LAND SURVEYOR

DOCUMENT NUMBER: _____



1/4	SEC.	T.	R.
3	7N	1E	

P.M. MONTANA,
 BROADWATER COUNTY

RESTRICTIVE COVENANTS OF TRACT 13 OF THAT
SURVEY DATED APRIL 30, 1977 ON FILE IN BOOK 1
OF PLATS, PAGE 69, DESCRIBED AS:

Beginning at a point on the north line of the SE⁴ of Section 3 which bears S. 89°52'W., 1970.2 feet from the east quarter corner of Section 3, Township 7 North, Range 1 East, P.M., Montana, Broadwater County; thence from the point of beginning S. 89°52'W., 686.1 feet to the northwest corner of the SE⁴; thence S. 0°14'14" E., 1332.8 feet to the southwest corner of the NW⁴SE⁴ of Section 3; thence N. 89°41'12"E., 575.8 feet along the south line of the NW⁴SE⁴ of Section 3; thence N. 0°12'20"E., 1330.7 feet to the point of beginning and containing 20.818 acres. A 30 foot wide access easement lies south and adjacent to the north line of the above described tract.

RESTRICTIVE COVENANTS

EXHIBIT "A"

The undersigned hereby adopt and declare the following covenants and restrictions contained herein with respect to the land described on the attached Exhibit "A", which land will be referred to hereinafter as the "real property".

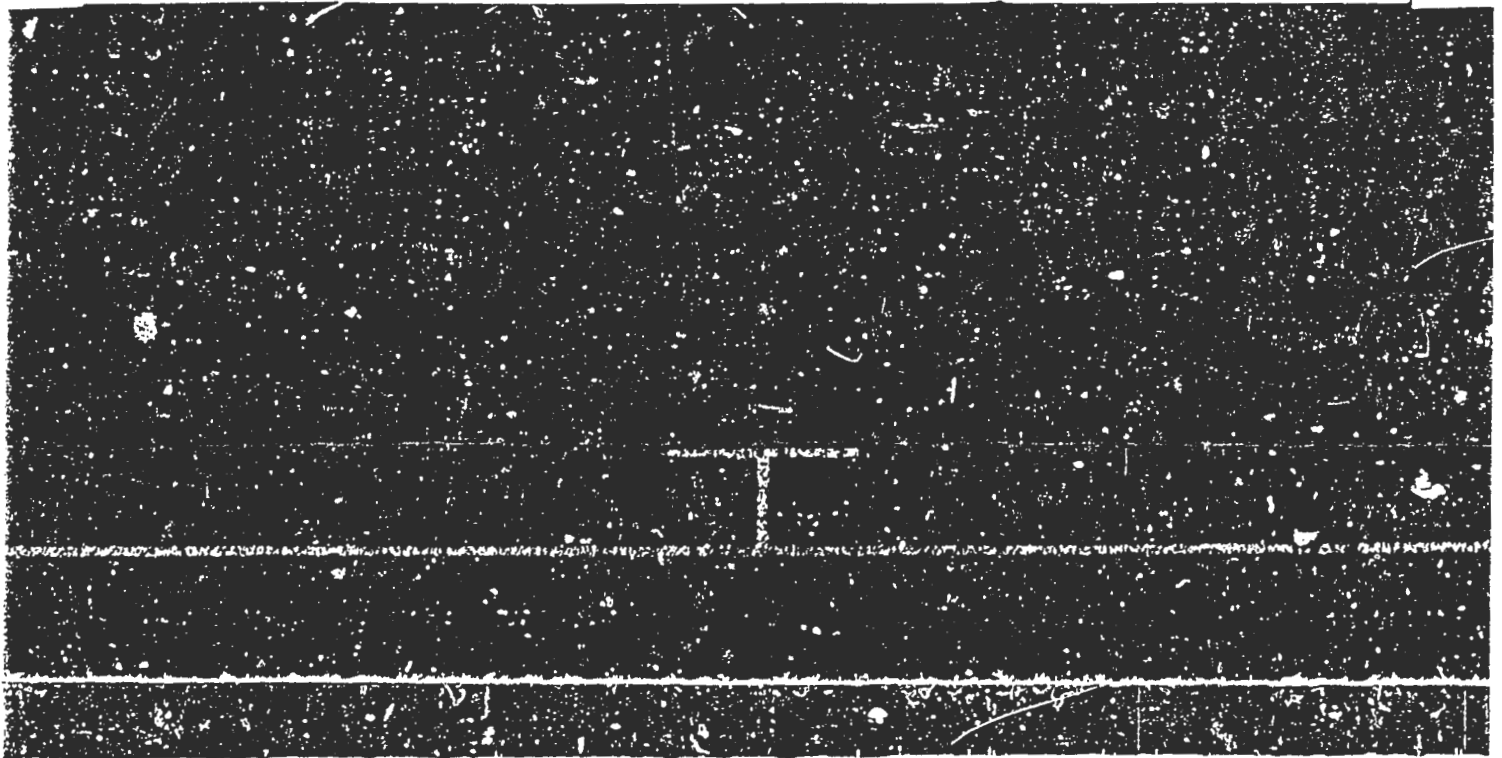
1. TERMS: The conditions, covenants and restrictions herein set forth are hereby declared to be covenants running with the land. All conveyances to be executed or occurring by Buyers shall be subject to the said conditions, covenants and restrictions, whether or not said conditions, covenants and restrictions shall be set forth or referred to in such conveyances or transfers, as fully and effectually as though fully set forth therein, and the acceptance of any such conveyance or transfer shall constitute acceptance of and assent to such conditions, covenants and restrictions on the part of each grantee or transferee.

2. BUILDINGS: All constructed buildings shall be of a new material and must be on a permanent foundation of concrete or concrete bound material. All buildings shall have a permanent exterior or painted finish within six months after commencement of construction. Provided, however, that the exterior of a building may be of weathered wood. Nothing herein contained shall prevent or restrict the building of garages, boathouses, or other buildings reasonably appurtenant to the use of the real property for residential purposes. All outbuildings shall be architecturally compatible with the other buildings on a parcel.

3. BASEMENT HOMES AND TEMPORARY STRUCTURES: No structure of a temporary character, including but not limited to basements, tents, shacks, garages, barns, trailer houses, campers, or other out-

oc construction. Provided, however, that the exterior of a building may be of weathered wood. Nothing herein contained shall prevent or restrict the building of garages, boathouses, or other buildings reasonably appurtenant to the use of the real property for residential purposes. All outbuildings shall be architecturally compatible with the other buildings on a parcel.

3. BASEMENT HOMES AND TEMPORARY STRUCTURES: No structure of a temporary character, including but not limited to basements, tents, shacks, garages, barns, trailer houses, campers, or other outbuildings shall be used upon any tract at any time as a permanent residence.



4. NUISANCES, OFFENSIVE ACTIVITIES FORBIDDEN: No noxious or offensive activity shall be carried on upon any lot nor shall anything be done which may be declared or which may become an annoyance or nuisance in the area.

5. INDIVIDUAL SEWAGE AND WATER SYSTEMS: No permanent individual sewage disposal system or water system shall be permitted upon any lot unless such system is located, constructed and equipped in accordance with the Regulations of the Montana State Board of Health or in accordance with the standards and requirements of the Montana State Board of Health in effect on the date such system is constructed. In no event shall any system, whether temporary or permanent, be located, constructed or equipped in such a manner as to pollute the water of any stream, spring or other source of water.

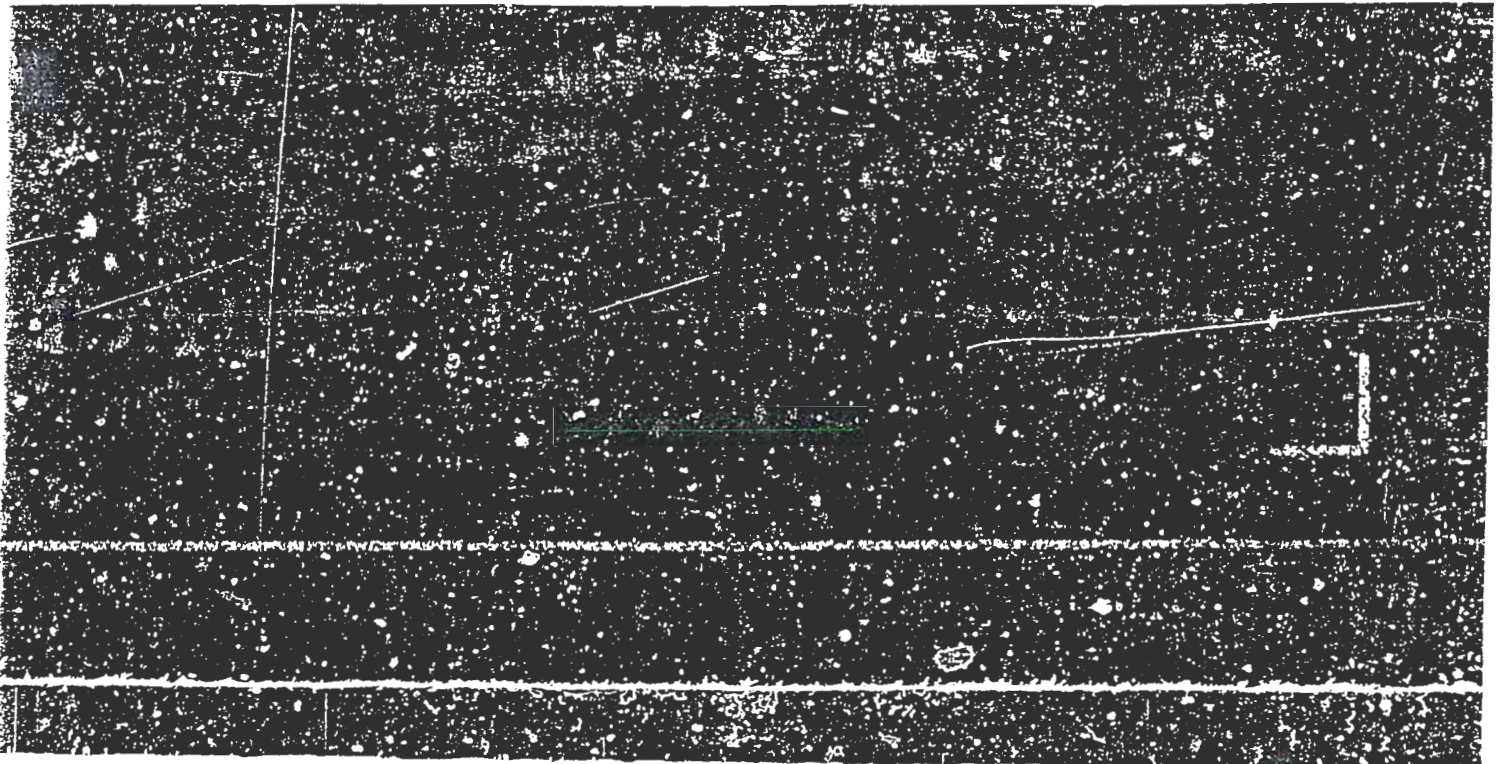
6. ANIMALS AND PETS: The keeping of animals such as dogs, cats and birds shall be as pets only; they shall not be raised as a commercial venture, and they shall be permitted on the property of the owner only so long as they do not constitute a nuisance to other property owners. However, any animal may be kept on the property if it is kept on a temporary basis for veterinarian purposes.

7. TRASH AND GARBAGE: No trash, waste, garbage, litter, junk or refuse shall be thrown, dumped or left on any portion of the property, and no burning of the same shall be permitted. Each owner shall provide suitable receptacles for the containment and collection of refuse of all types, which must be enclosed, screened, or otherwise unexposed to public view. Nothing contained herein

of the owner only so long as they do not constitute a nuisance to other property owners. However, any animal may be kept on the property if it is kept on a temporary basis for veterinarian purposes.

7. TRASH AND GARBAGE: No trash, waste, garbage, litter, junk or refuse shall be thrown, dumped or left on any portion of the property, and no burning of the same shall be permitted. Each owner shall provide suitable receptacles for the containment and collection of refuse of all types, which must be enclosed, screened, or otherwise unexposed to public view. Nothing contained herein shall be construed to prohibit or deny the installation and use of wood burning fireplaces or patio barbecues.

8. COVENANTS TO RUN WITH THE LAND AND TERM THEREOF: The covenants herein contained shall run with the land and shall be binding upon the Buyers and all persons claiming under them. Except as otherwise



specifically set forth, these restrictive covenants shall remain in full force and effect until December 31, 1990. After that date, the said covenants shall be automatically extended, and shall continue to run with the land until an instrument has been executed by persons owning more than seventy-five percent (75%) of the total area of the said real property by which instrument it shall be agreed to change the covenants in whole or in part. Such instrument shall not be effective until it has been duly acknowledged and filed for record in the office of the County Clerk and Recorder of Broadwater County, Montana. These covenants may be changed any time upon seventy-five percent (75%) approval after the first sale has been made.

9. SPEED LIMIT: There will be a speed limit set a thirty-five (35) miles per hour on the roads within the real property.

10. ENFORCEMENT: Enforcement of these covenants shall be by proceedings either at law or in equity against any person or persons violating or attempting to violate any covenant. Legal proceedings may be either to restrain violation of the covenants or to recover damages or both.

11. EFFECT OF NONENFORCEMENT: The failure by any of the parties hereto or of any subsequent lot owners to enforce any covenant or restriction herein contained shall in no event be deemed a waiver or in any way prejudice the right to enforce that covenant or any other covenant thereafter, or to collect damages for any subsequent breach of covenant.

12. EFFECT OF PARTIAL INVALIDATION: Invalidation of any one of these covenants by judgment of Court order shall in no wise affect any of the covenants or provisions, all of which shall remain in full force and effect.

hereto or of any subsequent lot owners to enforce any covenant or restriction herein contained shall in no event be deemed a waiver or in any way prejudice the right to enforce that covenant or any other covenant thereafter, or to collect damages for any subsequent breach of covenant.

12. EFFECT OF PARTIAL INVALIDATION: Invalidation of any one of these covenants by judgment of Court order shall in no wise affect any of the covenants or provisions, all of which shall remain in full force and effect.

13. INCORPORATION BY REFERENCE: In any conveyance of the above-described real property or any lot therein, it shall be sufficient to insert a provision in any deed or conveyance to the effect that

the property is subject to the restrictions and covenants herein contained without setting forth such restrictions verbatim or in substance in such deed. All of the above-described real property shall be subject to the restrictions and covenants herein set forth whether or not there is a reference to the same in the deed or conveyance.

KFF LAND & CATTLE COMPANY

STATE OF MONTANA)
) ss.
COUNTY OF BROADWATER)

Roger L. Foster

On this 4th day of December, 1978 before me, the undersigned, a Notary Public for the State of Montana, personally appeared ROGER L. FOSTER, ROGER L. FOSTER, Attorney in Fact for James A. Foster, and J. WILLIAM KEARNS, JR., known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same. IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first above written.

James A. Foster
James W. Kearns

90320

Thomas A. Budewitz
Notary Public for the State of Montana.
Residing at Townsend, Montana.
My Commission Expires 9-9-80.

STATE of MONTANA }
County of Broadwater } ss.

I hereby certify that the within Instrument was filed in my office on the 4 day of Dec A.D. 1978, at 12 min. past 10 o'clock A.M. and recorded on page 92 of Book 18 of Maps Records of Broadwater County, State of Montana.

James L. ...
County Recorder

By Judith ...
Deputy
Fees \$ 10.00

**FIRST AMENDMENT TO THE RESTRICTIVE COVENANTS OF TRACT
13 OF THAT SURVEY DATED APRIL 30, 1977 FILED IN BOOK 1 OF
PLATS, PAGE 69 (BOOK 18, PAGE 95)**

Whereas, the undersigned, is the land owner of that portion of the Property owning more than seventy-five (75%) of the total area of the real property, as stated in the original restrictive covenant document recorded in Book 18, page 95, as following: the covenants "shall continue to run with the land until an instrument has been executed by a person(s) owning more than seventy-five percent (75%) of the total area of the said real property by which instrument it shall be agreed to change the covenants in whole or in part". The undersigned is the owner of Lot 3 of Arcadia Minor with an area of 14.6 acres, which is 86.8% of the total area of the subdivision. The undersigned desires to amend the original restrictive covenants upon all the lots more particularly described as follows: Lots 1, 2, and 3 of Arcadia Minor located in the NW1/4SE1/4 of Section 3, Township 7 North, Range 1 East, P.M.M., Broadwater County, Montana, as shown on Plat filed under Document No. 1-436.

The following protective covenants, conditions and restrictions from this day forward are to replace and supersede the previous covenants, conditions and restrictions as stated in Book 18, Page 95. Therefore, the previous protective covenants, conditions and restrictions are revoked and are altered to read as follows:

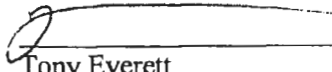
- 1) All carcasses of dead animals shall be removed immediately.
- 2) No noxious or offensive use or activity shall be carried on within the premises nor anything done or permitted on or in the premises which shall constitute a public nuisance. There shall be no discharge of chemicals or potentially toxic materials into the environment or septic system.
- 3) No trash, waste, garbage, litter, junk or refuse of any kind shall be thrown, dumped or left on any portion of the premises.
- 4) All road rights-of-way, as shown on the plat describing these premises, shall be left open and unobstructed at all times.
- 5) Each lot owner shall be responsible for weed control on their respective lots.
- 6) All property owners in the area may fence their respective tracts excepting that all fences must be well built of good material and well maintained.
- 7) No building shall be constructed nearer than ten feet (10') from the lot lines on the side of any property or ten feet (10') from the front property line, or any right of way easement line. No structures shall be built within the utility easements.
- 8) All of these Restrictive Covenants shall be for the benefit of all of the people owning lots within the above described property and the grantor and every person having any right, title or interest in any of those lots shall have the right to enforce these covenants by injunction or other lawful procedure in law or in equity against the person of violating or threatening to violate these Restrictive Covenants or the same may be enforced by the County Commissioners and/or City-County Planning Board at their discretion and they shall have all of the remedies available to them as provided by law.
- 9) The foregoing covenants, conditions, restrictions and reservations are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty

186097 Fee: \$ 24.00 Bk 210 Pg 763

BROADWATER COUNTY Recorded 7/31/2020 at 8:05 AM
Douglas D. Ellis, Clk & Rcdr By *Dawn Kauer* Deputy
Return to: TONY EVERETT 15 HENWOOD
TOWNSEND, MT 59644

(20) years from the date these covenants are recorded after which said time these covenants shall be automatically extended for successive periods of ten (10) years. These restrictive covenants may not be amended at any time, unless an instrument has been executed by a person(s) owning more than seventy-five percent (75%) of the total area of the said real property by which an instrument can be agreed to change the covenants in whole or in part.
10) Invalidation of any one of these covenants or portions thereof by judgment or any other court order shall in no way affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned, being the owners of the above-described real property, have executed this statement of restrictive covenants at Helena, Lewis and Clark County, Montana this 30 day of 7, 2020

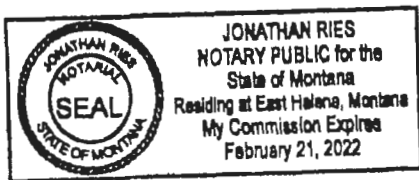


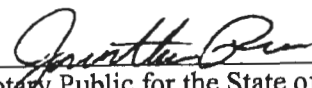
Tony Everett
Owner of Lot 3 of Arcadia Minor (14.6 acres)

STATE OF MONTANA)
) ss.
COUNTY OF LEWIS AND CLARK)

On this 30th day of July, 2020, before me, the undersigned, a Notary Public for the State of Montana, personally appeared Tony Everett, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that he executed the same.

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





Notary Public for the State of Montana
Residing at Helena, Montana
My commission expires: _____

**Certificate of Survey Exemption Affidavit
Broadwater County**

**Gift or Sale to Immediate Family Member
Section 76-3-207(1)(b), MCA.**

When a landowner requests to be exempt from the Subdivision and Platting Act, state law requires Broadwater County determine whether the request is an attempt by the property owner to evade subdivision regulation. Broadwater County will use the information provided by the applicant in this affidavit as well as other evidence when making its determination.

Please complete both sides of this application. Every owner of the property (owners of record) must sign this affidavit. Use additional sheets of paper if necessary.

A. Name of Landowners:

LaReissa-Marie Swenson Phone: (406) 980-1741

Phone: _____

Phone: _____

B. Number of Parcels Proposed: 1 additional parcel

C. Size of Each Parcel Proposed: 0.71 acres, _____, _____, _____

D. Name and Relationship to Landowner of Family Member(s) Receiving Gift Parcel(s)

Name Jesse Swenson Relationship Spouse
Age: 36 Current Mailing Address: 6 Magnolia Ln. Townsend MT 59644

Name _____ Relationship _____
Age: _____ Current Mailing Address: _____

Name _____ Relationship _____
Age: _____ Current Mailing Address: _____

Name _____ Relationship _____
Age: _____ Current Mailing Address: _____

A "member of the "immediate family" may include only the grantor's spouse, children by blood or adoption, and parents.

E. History of the Parcel:

- To your knowledge, have any exemptions been used to divide this property after July 1, 1973, including exemptions for mortgage tracts, gift or sale to an immediate family member, boundary line relocation, occasional sale? *See Sections 76-3-201 and 76-3-207, MCA.*

Yes No *If "yes", provide the chronological history of divisions and attach a copy of a Certificate of Survey or Deed evidencing the divisions:*

Date	Exemption	Tract Label	Tract Size	COS No. or Deed No.
6/27/75	Occasional Sale	Not labeled	4 ac	13K 58, Pg 786
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

- To your knowledge, in regard to this property, did you or any previous owner ever attend a pre-application conference or submit for subdivision review of any part of this property, since July 1, 1973? Was any subdivision denied?

Yes No *If YES, explain:* _____

F. Proposed Exemption Information

To your knowledge:

- Will each new parcel be used as a homesite for a family member?

Yes No *If NO, explain:* _____

- Could the transfer be accomplished by a "relocation of common boundary lines"?

Yes No *If YES, explain:* _____

3. Will the newly created parcels become one of three or more parcels created from the original parcel after July 1, 1973?

Yes No **If YES, explain:** _____

4. Would the use of the family gift exemption violate any statute, case law, administrative rule, or Attorney General Opinion?

Yes No **If YES, explain:** _____

5. Does the parcel to be transferred fit a pattern of land divisions and land transfers?

Yes No **If YES, explain:** _____

6. Have any divisions of land ever been denied on this property?

Yes No **If YES, explain:** _____

7. Is the parcel being transferred to a family member who is a minor?

Yes No **If YES, please provide a draft Trust document.**

8. Are you transferring a parcel to your spouse?

Yes No **If YES, explain:** _____

9. Do you agree that you and/or your family member receiving this property will not sell any of the tracts created under the family transfer exemption for a period of two (2) years unless you or the recipient files for subdivision review?

Yes No

If your life circumstances change per a birth, death, divorce, illness, etc. you may request an exemption to the two (2) year time period from the County Commissioners.

Under penalties of perjury, I (we) declare that I (we) have examined this affidavit and the accompanying sketch or draft Certificate of Survey of the proposed division of land, and to the best of my (our) knowledge and belief, they are true, correct, complete and are in compliance with all State laws and local regulations.

Date December 20, 2023.

Signature of Each Applicant:

Jalen M. Sun

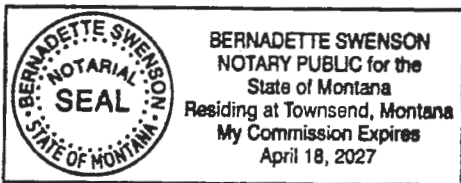
Signature of Each Recipient:

Jesse A. Swenson

STATE OF MONTANA)
County of Broadwater) : ss.

On this 20 day of December 20 23 Jesse A. Swenson
and Kariessa M Swenson
personally appeared before me and having been duly sworn did herein execute the above instrument for the purposes stated.

Notary's Seal/Stamp



Bernadette Swenson
Notary Public for the State of Montana

Bernadette Swenson
Printed Name

Notary Public for the state of Montana

Residing at Townsend MT

My Commission expires: April 18, 2027

****If the Survey Review Committee grants concept or survey approval to a proposed exemption, that approval is valid only for ninety days, subject to any legislative changes.****

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

TO: County Clerk and Recorder
Broadwater County
Townsend, Montana

E.Q. #23-1570

THIS IS TO CERTIFY THAT the plans and supplemental information relating to the subdivision known as the **Swenson Lifting of Sanitary Restrictions-M&B Tract (Book 58, Page 786, Broadwater County Records)**

located in the NW1/4 of the SW1/4 of Section 33, Township 07 North, Range 02 East, P.M.M., Broadwater County, Montana,

consisting of one Tract, 4 acres in size, 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 Certificate of Survey (COS) is made with the understanding that the following conditions shall be met:

THAT the lot size as indicated on the approved lot layout and the Certificate of Survey (Book 58, Page 786) filed with the county clerk and recorder will not be further altered without approval, and,

THAT the lot shall be used for three individual living units, and,

THAT the two north living unit shall share the existing water system and the south living unit shall be served by an individual water system, and,

THAT the present shared water supply system serving the two north living units consists of an existing well, construction of which was approved by wavier dated the 27th day of December 2022, in accordance with the criteria established in Title 17, Chapter 36, Sub-Chapter 3 ARM and the most current standards of the Department of Environmental Quality, and,

THAT when the existing shared water supply system to serve the two north living units is in need of extensive repairs or replacement it shall be replaced by a well drilled to a minimum depth of 25 feet constructed in accordance with the criteria established in Title 17, Chapter 36, Sub-Chapters 1, 3 & 6 ARM and the most current standards of the Department of Environmental Quality, and,

THAT the individual water system serving the south living unit will consist of a well drilled to a minimum depth of 25 feet constructed in accordance with the criteria established in Title 17, Chapter 36, Sub-Chapters 1, 3, and 6 ARM and the most current standards of the Department of Environmental Quality, and,

THAT data provided indicates an adequate water source at a depth of approximately 33-94 feet, and,

THAT when the existing individual wastewater treatment system serving the northern most living unit is in need of extensive repairs or replacement it shall be replaced by a septic tank and subsurface drainfield of such size and description as will comply with Title 17, Chapter 36, Sub-Chapters 1, 3, & 6 ARM, and the most current Broadwater County Regulations for Wastewater Treatment Systems, and,

THAT the shared sewage treatment system will consist of a septic tank, effluent filter, dose tank/chamber, pump, and shallow capped pressure-dosed subsurface drainfield of such size and description as will comply with Title 17, Chapter 36, Sub-Chapters 1, 3, and 6 ARM, the most current standards of the Department of Environmental Quality and the most current Broadwater County Regulations for Sewage Treatment Systems, and shall be constructed in accordance with the approved plans and specifications or by equivalent plans and specifications, and,

THAT the subsurface drainfield shall have an absorption area of sufficient size to provide for an application rate of 0.5 gpd/square foot, and,

THAT the bottom of the drainfield shall be at least four feet above the water table, 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 maintaining a minimum of 10,000 square feet per living unit for a total of 30,000 square feet of lawn and landscaped area on the tract to absorb a portion of the run-off, and that two proposed retention ponds or swales with a minimum volume of 477 cubic feet each be constructed and located on the tract in accordance with the approved plans, and,

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

THAT the developer and/or owner of record shall provide each purchaser of property with a copy of the COS 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 plans and specifications for any proposed sewage treatment systems will be reviewed and approved by the county health department and will comply with local regulations and ARM, Title 17, Chapter 36, Subchapters 3 and 9, before construction is started.


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.

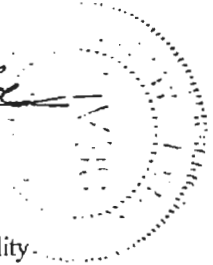
YOU ARE REQUESTED to record this certificate by attaching it to the COS filed in your office as required by law.

DATED this 30th Day of December, 2022

Christopher Dorrington,
Director

By: 
Shawn Rowland, R.S.
Certified Subdivision Reviewer
Broadwater County Environmental Health

By: 
Rachel Clarke, PE
Bureau Chief
Engineering Bureau
Water Quality Division
Department of Environmental Quality



Owner's Name: Jesse and Lareissa Swenson

WHEN RECORDED RETURN TO:

Jesse Swenson
6 Magnolia Lane
Townsend, MT 59644

197898 Fee: \$ 8.00 Bk 257 Pg 474

BROADWATER COUNTY Recorded 12/19/2023 at 4:00 PM
Angie Paulsen, Clk & Rcdr. *Angie Paulsen*
Return to: SCHAUBER SURVEYING & CO. PO BOX 177
TOWNSEND, MT 59644

QUIT CLAIM DEED

For value received Jesse A. Swenson and LaReissa M. Swenson of 6 Magnolia Lane, Townsend, MT 59644, herein referred to as **GRANTOR**, does hereby convey, release, remise and forever quitclaim unto LaReissa M. Swenson of 6 Magnolia Lane, Townsend, MT 59644, herein referred to as **GRANTEE**, all his right, title and interest in the following described real estate:

LEGAL DESCRIPTION:

Township 7 North, Range 2 East, P.M.M., Broadwater County, Montana

Section 33: A tract of land in the NW1/4SW1/4, more particularly described as follows:
Beginning at a point on the west line of Section 33, which bears S.0°04'E., 7.3 feet from the west quarter corner of Section 33, also being a point on the south right of way fence of a county road; thence from the point of beginning, S.0°04'E., 834.84 feet along the west line of Section 33; thence S.89°31'W., 208.71 feet to the point of beginning.

To have and to hold the said premises, with their appurtenances unto the said Grantees, its heirs and assigns forever.

Signed this the 18 day of December 18, 2023

Jesse A. Swenson

Jesse A. Swenson

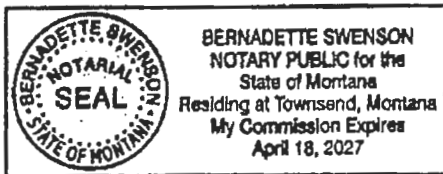
LaReissa M. Swenson

LaReissa M. Swenson

State of Montana
County of Broadwater

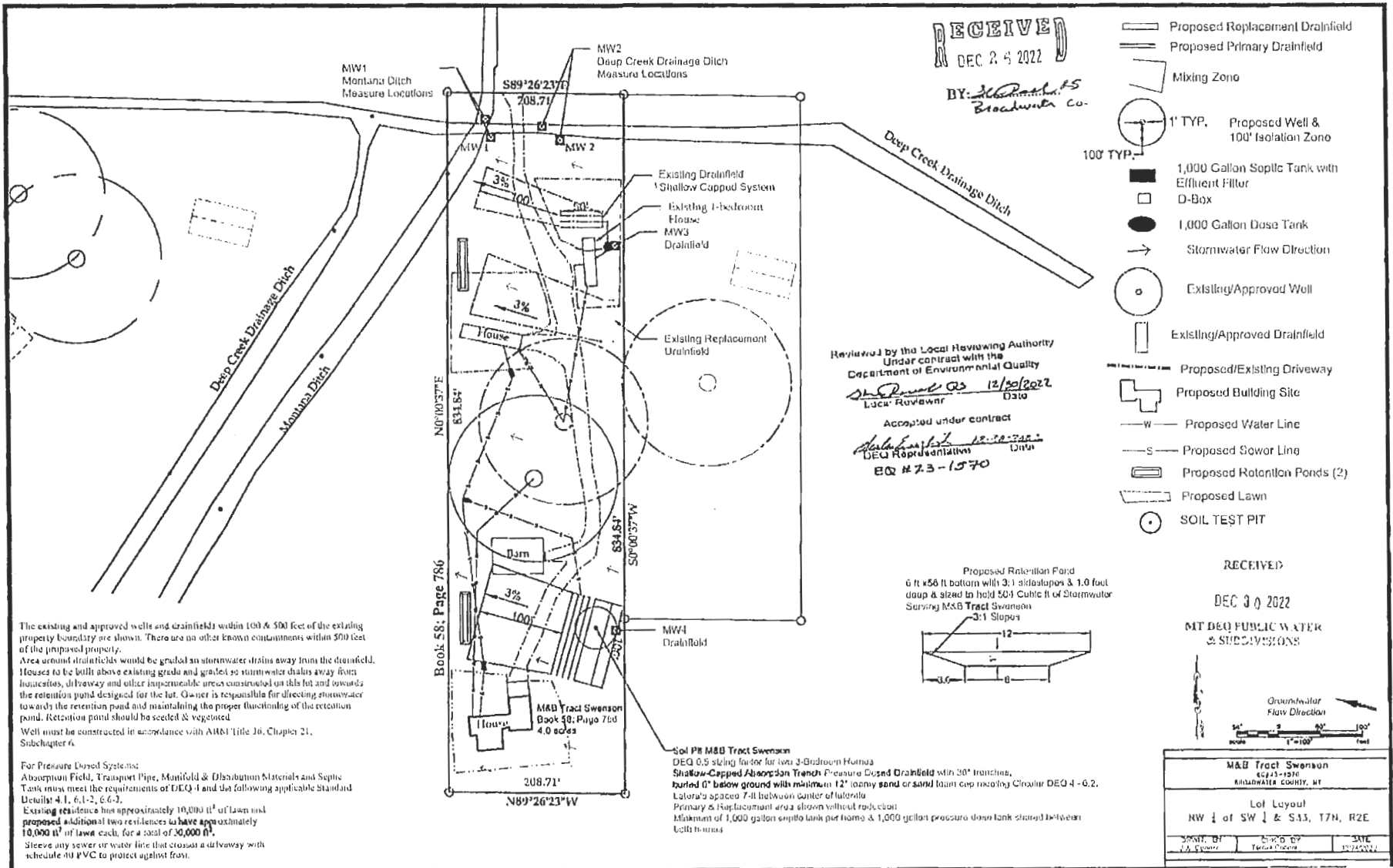
This instrument was signed or acknowledged before me on December 18, 2023 by

Jesse A. Swenson and LaReissa M. Swenson.



Bernadette Swenson

Notary Signature

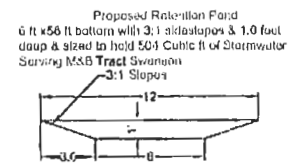


RECEIVED
DEC 24 2022

BY: *[Signature]* P.S.
Broadwater Co.

- Proposed Replacement Drainfield
- Proposed Primary Drainfield
- Mixing Zone
- 1' TYP. Proposed Well & 100' Isolation Zone
- 1,000 Gallon Septic Tank with Effluent Filter
- D-Box
- 1,000 Gallon Dose Tank
- Stormwater Flow Direction
- Existing/Approved Well
- Existing/Approved Drainfield
- Proposed/Existing Driveway
- Proposed Building Site
- Proposed Water Line
- Proposed Sewer Line
- Proposed Retention Ponds (2)
- Proposed Lawn
- SOIL TEST PIT

Reviewed by the Local Reviewing Authority
Under contract with the
Department of Environmental Quality
[Signature] 12/20/2022
Local Reviewer Date
Accepted under contract
[Signature] 12-20-2022
DEQ Representative Date
EQ # 73-1570



RECEIVED
DEC 30 2022
MT DEQ PUBLIC WATER
& SUBDIVISIONS

Groundwater
Flow Direction

M&B Tract Swenson
EQ 73-1570
BROADWATER COUNTY, MT

Lot Layout
NW 1/4 of SW 1/4 & S43, T7N, R2E

DATE	BY	DATE	BY
12/20/2022	<i>[Signature]</i>	12/20/2022	<i>[Signature]</i>

The existing and approved wells and drainfields within 100 & 500 feet of the existing property boundary are shown. There are no other known contaminants within 500 feet of the proposed property.

Area around drainfields would be graded so stormwater drains away from the drainfield. Houses to be built above existing grade and graded so stormwater drains away from house(s), driveway and other impermeable areas constructed on this lot and towards the retention pond designed for the lot. Owner is responsible for directing stormwater towards the retention pond and maintaining the proper functioning of the retention pond. Retention pond should be seeded & vegetated.

Well must be constructed in accordance with ARM Title 10, Chapter 21, Subchapter 6.

For Pressure Dosed Systems:
Absorption Field, Transport Pipe, Manifold & Distribution Materials and Septic Tank must meet the requirements of DEQ 4 and the following applicable standard Details: 4.1, 6.1-2, 6.6-3.

Existing residence has approximately 10,000 ft² of lawn and proposed additional two residences to have approximately 10,000 ft² of lawn each, for a total of 30,000 ft².

Steepe any sewer or water line that crosses a driveway with schedule 40 PVC to protect against frost.

Books 58, Page 786

Soil PR M&B Tract Swenson
DEQ 0.5 sizing factor for two 3-Bedroom Homes
Shallow-Capped Absorption Trench Pressure Dosed Drainfield with 30" trenches,
buried 6" below ground with minimum 12" (dry sand or sand) lean cap meeting Circular DEQ 4-0-2.
Laterals spaced 7-ft between center of laterals
Primary & Replacement area shown without reduction
Minimum of 1,000 gallon septic tank per home & 1,000 gallon pressure dose tank shared between both homes

Certificate of Survey No. _____:

To Create a Tract for a Member of the Immediate Family

Situating in Part of the SW 1/4 of Section 33, Township 7 North, Range 2 East, P.M.M., Broadwater County, Montana

Landowner: LaReissa M. Swenson

Date: November 16, 2023

Legal Description:

Tract F

A Tract of land being part of that tract of land described on Certificate of Survey filed in Book 58, Page 786, situated in part of the SW 1/4 of Section 33, Township 7 North, Range 2 East, P.M.M., Broadwater County, Montana and being more particularly described as follows: Commencing at the W 1/4 corner of said Section 33; Thence along the West Boundary of said Section 33 500'00'37"W, for a distance of 7.30 feet to the South right-of-way of Jack Farm Road; Thence leaving said section boundary and along said right-of-way 589'26'23"E for a distance of 83.82 feet to a point in the centerline of Magnolia Lane also being the Northwest corner of herein described tract of land and True Point of Beginning; Thence leaving said centerline and continuing along said right-of-way 589'26'23"E, a distance of 124.88 feet; Thence leaving said right-of-way 500'00'37"W, for a distance of 308.00 feet; Thence N89'26'23"W, for a distance of 53.00 feet to the centerline of the aforementioned Magnolia Lane; Thence along said centerline the following two (2) courses: N20'00'00"W, for a distance of 210.00 feet; Thence N00'00'00"E, for a distance of 108.37 feet to the True Point of Beginning, said parcel being 0.71 Acres more or less and being served by and subject to rights-of-way and easements as shown, existing, or of record.

Tract J

A Tract of land being part of that tract of land described on Certificate of Survey filed in Book 58, Page 786, situated in part of the SW 1/4 of Section 33, Township 7 North, Range 2 East, P.M.M., Broadwater County, Montana being more particularly described as follows: Commencing at the W 1/4 corner of said Section 33; Thence along the West boundary of said Section 33 500'00'37"W, for a distance of 7.30 feet to the south right-of-way of Jack Farm Road, said corner also being the NW corner of herein described tract of land and True Point of Beginning; Thence leaving said section boundary and along said right-of-way 589'26'23"E, a distance of 83.83 feet to the centerline of Magnolia Lane; Thence leaving said right-of-way and along said centerline the following two (2) courses: 500'00'00"E, for a distance of 108.37 feet; Thence S20'00'00"E, for a distance of 210.00 feet; Thence leaving said centerline 589'26'23"E, for a distance of 53.00 feet; Thence 500'00'37"W, for a distance of 529.84 feet; Thence N89'26'23"W, for a distance of 208.71 feet to the West Boundary of said Section 33; Thence N00'00'37"E, for a distance of 834.84 feet to the True Point of Beginning, said parcel being 3.29 Acres more or less and being served by and subject to rights-of-way and easements as shown, existing, or of record.

Mixing Zone Easement

An Easement situated in part of Tract I serving Tract F of this Certificate of Survey, situated in part of the SW 1/4 of Section 33, Township 7 North, Range 2 East being more particularly described as follows: Commencing at the W 1/4 corner of said Section 33; Thence along the West boundary of said Section 33 500'00'37"W, for a distance of 7.30 feet to the right-of-way of Jack Farm Road; Thence leaving said section boundary and along said right-of-way 589'26'23"E, a distance of 83.83 feet to the centerline of Magnolia Lane; Thence leaving said right-of-way and along said centerline the following two (2) courses: 500'00'00"E, for a distance of 111.77 feet to the Northeastly corner of herein described easement and True Point of Beginning; Thence continuing along said centerline the following two (2) courses: 500'00'00"E, a distance of 12.14 feet; Thence S20'00'00"E, for a distance of 47.00 feet; Thence leaving said centerline N78'00'00"W, for a distance of 74.70 feet; Thence N15'00'00"E, for a distance of 59.60 feet; Thence S68'00'00"E, for a distance of 44.83 feet to the True Point of Beginning, said easement being 0.07 Acres more or less and being served by and subject to rights-of-way and easements as shown, existing, or of record.

Replacement Mixing Zone Easement

An Easement situated in part of Tract J serving Tract F of this Certificate of Survey, situated in part of the SW 1/4 of Section 33, Township 7 North, Range 2 East being more particularly described as follows: Commencing at the W 1/4 corner of said Section 33; Thence along the West boundary of said Section 33 500'00'37"W, for a distance of 7.30 feet to the right-of-way of Jack Farm Road; Thence leaving said section boundary and along said right-of-way 589'26'23"E, a distance of 83.83 feet to the centerline of Magnolia Lane; Thence leaving said right-of-way and along said centerline the following two (2) courses: 500'00'00"E, for a distance of 108.37 feet; Thence S20'00'00"E, for a distance of 111.77 feet to the Northeastly corner of herein described easement and True Point of Beginning; Thence continuing along said centerline S20'00'00"E, a distance of 83.23 feet; Thence leaving said centerline N78'00'00"W, for a distance of 133.00 feet; Thence N15'00'00"E, for a distance of 90.00 feet; Thence S64'55'12"E, for a distance of 84.82 feet to the True Point of Beginning, said easement being 0.19 Acres more or less and being served by and subject to rights-of-way and easements as shown, existing, or of record.

Waterline Easement

A 15 foot wide Waterline Easement serving Tract F of this Certificate of Survey, situated in part of Tract J of this Certificate of Survey, situated in part of the SW 1/4 of Section 33, Township 7 North, Range 2 East whose centerline is more particularly described as follows: Commencing at the W 1/4 corner of said Section 33; Thence S18'52'30"E, for a distance of 421.71 feet to an existing well and the True Point of Beginning; Thence along the centerline of said easement N9'49'15"E, a distance of 95.12 feet to the Westerly and Southerly boundary of said Tract F and Point of Terminus.

Landowner's Certification:

I hereby certify the purpose of this division of land is to Transfer Parcel shown as Tract J on this Certificate of Survey

Tract J To: Jesse A. Swenson Relationship: Husband

and pursuant to 76-3-207 (1) (b) M.C.A. which states: "Divisions made outside of platted subdivisions for the purpose of a single gift or sale in each county to each member of the landowner's immediate family" are exempt from review as a subdivision but subject to survey requirements of 76-3-101.

I certify this is the only gift or sale I have made to the aforementioned immediate family member in the County of Broadwater for the purposes of this exemption. Furthermore, I certify I am entitled to use this exemption and am in compliance with all conditions imposed by law and regulation on the use of this exemption. Therefore, this division of land is exempt from review as a subdivision pursuant to Section 76-3-207 (1) (b), M.C.A.

Sanitation Exemptions for Tracts F and J

According to Section 17.36.605 (2)(b) ARM:

(2) The reviewing authority may exclude the following parcels created by divisions of land from review under Title 76, chapter 4, part 1, MCA, unless the exclusion is used to evade the provisions of that part:

- (b) a parcel that has a previous approval issued under Title 76, chapter 4, part 1, MCA, if:
 - (i) no facilities other than those previously approved exist or will be constructed on the parcel; and
 - (ii) the division of land will not cause approved facilities to deviate from the conditions of approval, in violation of 76-4-130, MCA

Landowner: LaReissa M. Swenson

State of Montana
County of Broadwater

This instrument was signed or acknowledged before me on _____ by LaReissa M. Swenson.

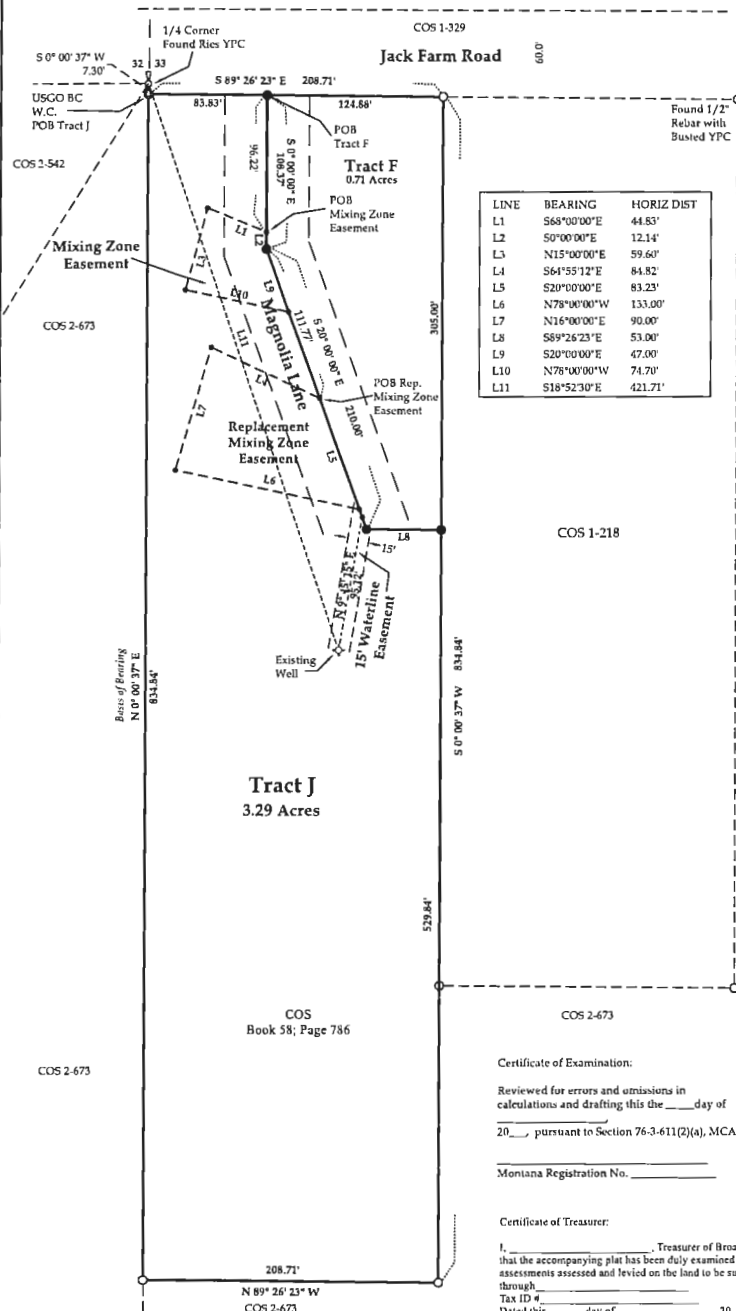
Notary Signature _____

Certificate of Surveyor:

I hereby certify this Certificate of Survey is a true representation of a survey performed under my supervision and completed on November 22, 2023 and described the same as shown on this Certificate of Survey in accordance with the provisions of the Montana Subdivision and Platting Act. Dated this _____ day of _____, 20____.

Surveyor:
Dan Swenson P.L.S. No. 15279
P.O. Box 177
Townsend, Mt. 59644

LINE	BEARING	HORIZ DIST
L1	S68°00'00"E	44.83'
L2	S0°00'00"E	12.14'
L3	N15°00'00"E	59.60'
L4	S64°55'12"E	84.82'
L5	S20°00'00"E	83.23'
L6	N78°00'00"W	133.00'
L7	N16°00'00"E	90.00'
L8	S89°26'23"E	53.00'
L9	S20°00'00"E	47.00'
L10	N78°00'00"W	74.70'
L11	S18°52'30"E	421.71'



Basis of Bearing: COS Bk. 58, Pg. 786

LEGEND

- Quarter Corner
- Found 1/2" Rebar with Enclonac YPC or as Noted
- Set 1/2" Rebar with Swenson OPC (No. 15279)
- ◆ Well
- Point of Record



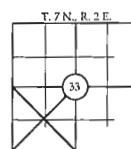
Certificate of Examination:
Reviewed for errors and omissions in calculations and drafting this the _____ day of _____, 20____, pursuant to Section 76-3-611(2)(a), MCA.

Montana Registration No. _____

Certificate of Treasurer:
I, _____, Treasurer of Broadwater County, Montana, do hereby certify that the accompanying plat has been duly examined and that all real property taxes and special assessments assessed and levied on the land to be subdivided have been paid through _____ Tax ID # _____ Dated this _____ day of _____, 20____.

Certificate of Clerk and Recorder:
I, _____, Clerk and Recorder of Broadwater County, Montana, do hereby certify that the foregoing instrument was filed in my office at _____ o'clock, (am or pm), the _____ day of _____, AD, 20____, and recorded in Book _____ of _____, Montana, Records of the Clerk and Recorder, Broadwater County. Document No. _____

Clerk and Recorder _____



T. 7 N., R. 2 E.			
Sec. 33, T. 7 N., R. 2 E., Broadwater Co.			
Jesse & LaReissa Swenson			
Family Transfer			
Schauber Surveying		266-4602	
60 Pr/In	12-21-2023	1770 SV	PLA 044
145	1/1	1773	14

FINDINGS OF FACT AND ORDER REPORT

Preliminary Plat
Dated 6/3/2023

JUNIPER RIDGE MINOR SUBDIVISION Preliminary Plat

To: Broadwater County Commissioners
From: Nichole Brown, Broadwater County Community Development Director
Subject: A proposed subdivision to be known as **Juniper Ridge Minor Subdivision**

GENERAL INFORMATION

Date of Application: October 13, 2023
Element Complete: November 15, 2023
Date of Sufficiency: December 8, 2023
Review Period Ends: January 31, 2024

SUBDIVIDER: Jon and Mary Heinemann
P.O. Box 1047
Townsend, MT 59644

SUBDIVIDER'S REPRESENTATIVE: Kristie Heinemann
P.O. Box 1047
Townsend, MT 59644

LEGAL DESCRIPTION: Situated in Section 29, Township 7 North, Range 3
East, Broadwater County, Montana

GENERAL LOCATION: The proposed subdivision is located off US Highway 12 East,
approximately seven (7) miles east of Townsend, Montana.

I. EXECUTIVE SUMMARY

The Subdivider intends to create two (2) lots from an existing 88.06-acre parcel. Lots range in size from 31.18 to 56.88 acres. Both lots are being submitted for review as residential lots. Wastewater will be provided via individual on-site wastewater treatment systems for each lot. Water will be provided to each lot via individual on-site wells. Access will be provided from US Highway 12 East. The required preliminary review fee of \$2,050.00 has been paid.

II. REQUEST

Approval of the 2-lot Minor Subdivision for 2 single-family homes.

III. STAFF RECOMMENDATION

Staff recommends APPROVAL of the proposed Juniper Ridge Minor Subdivision

Preliminary Plat subject to the conditions of approval based on the recommended findings of fact included in the Staff Report

IV. LOCATION

The proposed subdivision is located off of US Highway 12 East approximately 7 miles east of the City of Townsend.

V. EXISTING DEVELOPMENT AND USES

The property is currently utilized for one single-family dwelling. Historically, the property had been vacant land.

VI. ADJACENT LAND USES

North: Agricultural
South: Agricultural
East: Residential
West: Residential

VII. PUBLIC COMMENT

Public Comment will be taken at the December 27, 2023 Planning Board Regular Business Meeting and subsequent Commissioner Meeting(s).

VIII. PROJECT BACKGROUND

Water is proposed to be provided via individual wells. The existing homesite currently has an individual well and the one new well site will be reviewed and approved by the Broadwater County Environmental Health Office.

Wastewater is proposed to be managed utilizing individual wastewater treatment systems. The existing homesite currently has an approved, installed and functioning septic system. The Broadwater County Environmental Health Office will review the one newly created parcel for the installation of a wastewater treatment system.

Access will be off of US Highway 12 East with individual driveway approaches proposed for each lot. The one existing homesite has an approved MDT approach installed.

IX. STAFF ANALYSIS

Review is performed pursuant to the Montana Subdivision and Platting Act, Title 76, Chapter 3, Montana Codes Annotated, the 2021 Broadwater County Subdivision Regulations and the 2020 Broadwater County Growth Policy. The proposed preliminary plat, Juniper Ridge Minor Subdivision, as submitted by the Subdivider, together with the required supplementary plans and information, appear to satisfy the requirements of these regulations and comply with the Broadwater County Growth Policy, with the suggested mitigating conditions.

X. CRITERIA FOR REVIEW:

In accordance with 76-3-608(3), MCA, a subdivision proposal must undergo review for impacts on the following primary criteria: 1. Agriculture; 2. Agricultural Water User

Facilities; 3. Local services; 4. Natural Environment; 5. Wildlife and Wildlife Habitat; 6. Public Health and Safety; 7. Compliance with the County's Subdivision Regulations; 8. Compliance with Survey Requirements; 9. The provision of easements within and to the proposed subdivision for the location and installation of any planned utilities; and 10. A provision for providing legal and physical access to each parcel within the proposed subdivision.

FINDINGS OF FACT AND CONCLUSIONS:

A. IMPACTS ON AGRICULTURE:

1. **DEFINITION OF AGRICULTURE:** Farming or ranching include the cultivation or tilling of the soil, the production, cultivation growing, harvesting of agricultural or horticultural commodities that are on site, such as food, feed, and fiber, the raising of livestock and poultry, bees, biological control insects, fruits and vegetables, and sod, ornamental, nursery, and horticultural crops, and including timberlands and forest lands. *Broadwater County Subdivision Regulations, Definition 3.*
2. **NARRATIVE:** According to the preliminary plat application, none of this property is considered prime farmland if irrigated. Because of the steep terrain of the majority of the property it would not be conducive to most agricultural operations.
3. **FINDING:** This proposed subdivision should not have an effect on agricultural productivity since no land is being removed from agriculture.

Per Chapter V-A of the Broadwater County Subdivision Regulations, all subdivisions must be designed and developed to provide satisfactory building sites that properly relate to topography, and must, to the extent possible, preserve the natural environment.

The proposed subdivision property has some steep terrain. However, a good building site that will minimize the flow of stormwater and therefore minimize soil erosion that might occur due to the construction of buildings and associated infrastructure seems possible to identify.

Conditions of approval for the proposed subdivision will require a Noxious Weed Management Plan be on file and recorded with the final plat; Restrictive covenants providing notice of agricultural operations in the vicinity; That the property shall be maintained in a weed-free manner; and restraining domestic pets on the property. Other conditions of approval will provide the opportunity to financially guarantee any improvements required by the Weed Management Plan.

Conditions of Approval Numbers 7, 9-c, 9-g, 9-h and 10 are required to mitigate impacts on agriculture. (A full list of the Conditions of Approval is found starting on page number 10)

CONCLUSION: The impacts to agriculture, as set forth in the Findings of Fact, will be

mitigated by the imposed Conditions of Approval, based upon the record, when satisfactorily completed.

B. IMPACTS ON AGRICULTURAL WATER USER FACILITIES:

1. DEFINITION OF AGRICULTURAL WATER USER FACILITIES: Those facilities which provide water for irrigation or stock watering to agricultural lands to produce agricultural products. Any part of an irrigation system historically used to produce an agricultural product on property used for agricultural purposes. These facilities include, but are not limited to, ditches, head gates, pipes and other water conveying facilities. *Broadwater County Subdivision Regulations, Definition 5.*
2. NARRATIVE: The proposed subdivision will create two residential lots between 31.18 and 56.88 acres.
3. FINDINGS: The proposed subdivision property should not have an impact any agricultural water user facilities since none are located on the property.

Conditions of Approval Numbers 9-c, 9-g, 9-h and 10 are required to mitigate impacts on agricultural water user facilities. (A full list of the Conditions of Approval is found starting on page number 10)

CONCLUSION: The impacts to agricultural water user facilities, as set forth in the Findings of Fact, will be mitigated by the imposed Conditions of Approval, based upon the record, when satisfactorily completed.

C. IMPACTS ON LOCAL SERVICES:

1. DEFINITION OF LOCAL SERVICES: All services or facilities local government is authorized to provide that benefit their citizens, such as water supply, sewage disposal, law enforcement, fire protection, emergency services, transportation system, educational system, noxious weed control, as well as services that local government does not provide such as power, telephone, state highways, etc. *Broadwater County Subdivision Regulations, Definition 34.*
2. NARRATIVE: The proposed subdivision will be accessed from individual driveway approaches on to US Highway 12 East. It is within the jurisdiction of the Broadwater County Sheriff's Office as well as the Townsend School System. Fire protection will be offered by the Broadwater County Rural Fire District.
3. FINDINGS:
 - a. SOLID WASTE:
Individual lot owners will haul their solid waste to Broadwater Solid Waste Canister site in Townsend. Subdivision residents will have the option of hiring an independent contractor to pick up their solid waste or transport it themselves.

b. MAIL DELIVERY:

It is anticipated that mail will be delivered by the United States Postal Service and plans for any mail receptacles on-site are subject to review and approval by the Townsend Post Office.

c. UTILITIES:

It is anticipated that Vigilante Electric will provide electrical service to the proposed subdivision. Future dry utilities are anticipated to be installed underground.

d. ROADS AND TRAFFIC:

No transportation plan has been officially adopted for this area. The proposed development is not anticipated to cause a significant impact to the highway.

The estimated Average Daily Trips (ADT) for two (2) residential lots is sixteen (16) ADT.

e. SCHOOLS:

The proposed subdivision is served by the Townsend Schools and the subdivision could potentially produce 3 students. The potential for new students from this development should not have an impact on existing bus routes.

f. EMERGENCY SERVICES:

The proposed subdivision is within the Broadwater Sheriff Department's jurisdiction. Due the rural nature of this subdivision, response times for emergency services could be longer than expected.

g. FIRE SERVICES

The proposed subdivision is located within the Broadwater Rural Fire District. The nearest firehouse is Townsend Fire Hall, an unmanned, volunteer fire house. The Subdivider will need to propose a fire protection plan for review and approval by the Broadwater Rural Fire District.

Conditions of Approval Numbers 2, 4, 6, 8, 9-b and 11 are required to mitigate impacts on local services. (A full list of the Conditions of Approval is found starting on page number 10)

CONCLUSION: The impacts to local services, as set forth in the Findings of Fact, will be mitigated by the imposed Conditions of Approval, based upon the record, when satisfactorily completed.

D. IMPACTS ON THE NATURAL ENVIRONMENT

1. DEFINITION OF NATURAL ENVIRONMENT: The natural environment is defined as the physical conditions which exist within a given area, including

land, air, water, mineral, flora, fauna, sound, light, and objects of historic and aesthetic significance. *Broadwater County Subdivision Regulations, Definition 47.*

2. NARRATIVE: According to the preliminary plat application the majority of the property consists of slopes in excess of 25% grade. However, each lot will have buildable areas with slopes less than 15%. All areas with slopes greater than 25% will be identified on the final plat as 'No Build Zones'. The proposed subdivision is outside of the FEMA mapped 100-year floodplain.
3. FINDINGS: The property is located within the Intermountain Seismic Belt that extends through western Montana and frequently produces small earthquakes and has previously developed some major earthquakes. Property damage and risk can be minimized with construction techniques and earthquake planning.

Per Chapter V-B of the Broadwater County Subdivision Regulations, the design and development of subdivisions must provide satisfactory building sites which are properly related to topography, and must, to the extent possible, preserve the natural environment.

The proposed subdivision property has a significant amount of area with steep slopes but building sites can be identified that will minimize the flow of stormwater and therefore minimize soil erosion that might occur due to the construction of buildings.

All grading, drainage and erosion control shall be in compliance with Chapter V-J of the Broadwater County Subdivision Regulations.

All post development generated stormwater will be detained within the subdivision boundaries. A stormwater pollution prevention plan will be implemented and will remain in effect during the construction phase of this project and until disturbed soils are properly stabilized. The grading and drainage plan will be provided for review to the Environmental Health Officer.

Per Chapter V-R of the Broadwater County Subdivision Regulations, a Weed Management Plan shall be approved by the Broadwater County Weed Board prior to the subdivision application being considered complete.

A Noxious Weed Management Plan has been completed by the developer, submitted, and approved by the Broadwater County Weed Coordinator and the Broadwater County Weed Board. No critical plant species have been identified. Existing vegetation will only be disturbed for necessary construction of roads, driveways, utilities and structures. Any construction disturbance will be reseeded with an approved grass seed mix. A Weed Management Plan has been approved by the Broadwater County Noxious Weed District to control and prevent the growth of noxious weeds. The Subdivider will be responsible for adhering to the Weed Management Plan until all lots are sold or the responsibility is turned over to

a homeowners' association. (Source: *Application for Preliminary Plat: Item 28—Weed Management Plan*).

A letter was received from the Montana Historical Society (MHS) on July 19, 2023 for Juniper Ridge Minor Subdivision, to determine if there are any known historical, cultural or archaeological sites which may be affected by the proposed development. According to Damon Murdo, MHS Cultural Records Manager, there have not been any previously recorded sites within the designated area. (Source: *Application for Preliminary Plat: Item - 32, Letter from Damon Murdo dated July 19, 2023*)

Conditions of Approval Numbers 7, 9-c, 11 and 12 are required to mitigate impacts on the natural environment. (A full list of the Conditions of Approval is found starting on page number 10)

CONCLUSION: The impacts on the natural environment, as set forth in the Findings of Fact, will be mitigated by the imposed Conditions of Approval, based upon the record, when satisfactorily completed

E. IMPACT ON WILDLIFE AND WILDLIFE HABITAT

1. DEFINITION OF WILDLIFE AND WILDLIFE HABITAT: Those animals that are not domesticated or tamed, or as may be defined in a Growth Policy; and The place or area where wildlife naturally lives or travels through. *Broadwater County Subdivision Regulations, Definitions 84 and 85.*
2. NARRATIVE: Wildlife such as antelope, mule deer, white-tailed deer, upland game birds, other small birds, rabbits and other rodents likely utilize the proposed subdivision. However, there should be no displacement of wildlife since the surrounding area is residential and expansive agricultural property. According to the applicant fencing on the property is designed to keep wildlife from the highway and will remain intact. (Source: *Item 24 - Summary of Probable Impacts*)
3. FINDINGS: The impacts on wildlife habitat will be negligible based upon the surrounding uses. Landowners are encouraged to install wildlife friendly fencing, contain domestic animals, and secure solid waste to reduce wildlife incidents whenever possible. (Source: *Environmental Assessment*)

Conditions of Approval Number 9-c and 9-h are required to mitigate impacts on wildlife habitat. (A full list of the Conditions of Approval is found starting on page number 10)

CONCLUSION: The impacts to wildlife habitat, as set forth in the Findings of Fact, will be mitigated by the imposed Conditions of Approval, based upon the record, when satisfactorily completed.

F. IMPACT ON PUBLIC HEALTH AND SAFETY:

1. **DEFINITION OF PUBLIC HEALTH AND SAFETY:** The prevailing healthful, sanitary condition of well-being for the community at large. Conditions that relate to public health and safety include but are not limited to disease control and prevention; emergency services; environmental health; flooding, fire or wildfire hazards, rock falls or landslides, unstable soils, steep slopes, and other natural hazards; high voltage lines or high pressure gas lines; and air or vehicular traffic safety hazards. *Broadwater County Subdivision Regulations, Definition 59.*
2. **NARRATIVE:** The proposed subdivision will be served by on-site wells. Each lot will have its own wastewater system as well as stormwater retention basin.
3. **FINDINGS:**
 - a. **WATER SUPPLY:**

The proposed subdivision is not within the service area of a public water system. The proposed lots will be served by individual on-site water wells, drilled into each lot, according to the Preliminary Plat Application. The use of these exempt wells is subject to review and approval by the DNRC.
 - b. **WASTEWATER**

Wastewater for the proposed subdivision will be provided by the use of individual on-site wastewater treatment systems (septic drain fields). The Environmental Health Office will review and issue approval for the one new lot for adequacy and impact of the wastewater systems on groundwater quality and will issue a determination of non-significant impacts in a Certificate of Subdivision Approval.
 - c. **STORMWATER**

A stormwater retention plan will be created with concurrence by the Environmental Health Office prior to final plat approval.

Conditions of Approval Numbers 6, 9-c, 9-d, 9-e, 9-f and 12 are required to mitigate impacts on public health and safety. (A full list of the Conditions of Approval is found starting on page number 10)

CONCLUSION: The impacts on public health and safety, as set forth in the Findings of Fact, will be mitigated by the imposed Conditions of Approval, based upon the record, when satisfactorily completed.

G. COMPLIANCE WITH SUBDIVISION REGULATIONS

1. **FINDINGS:** The proposed subdivision meets all Subdivision Regulations, and it will remain in compliance with these regulations if all conditions of approval are satisfied. No variances have been requested.

All conditions of approval are required to address compliance with the Subdivision Regulations. (A full list of the Conditions of Approval is found starting on page number 10)

CONCLUSION: Compliance with subdivision regulations, as set forth in the Findings of Fact, will be addressed by the imposed Condition of Approval, based upon the record, when satisfactorily completed.

H. COMPLIANCE WITH SURVEY REQUIREMENTS

1. **FINDINGS:** A land survey and plat completed by a registered land surveyor in the state of Montana will need to be prepared. A review of the plat by the Community Development Department and the Examining Land Surveyor at the time of final plat application will ensure that the plat conforms to all conditions of approval, plat rules and regulations.

Condition of Approval number 8 and 12 are required to address compliance with survey requirements. (A full list of the Conditions of Approval is found starting on page number 10)

CONCLUSION: Compliance with survey requirements, as set forth in the Findings of Fact, will be addressed by the imposed Condition of Approval, based upon the record, when satisfactorily completed.

I. PROVISION OF EASEMENTS WITHIN AND TO THE PROPOSED SUBDIVISION FOR THE LOCATION AND INSTALLATION OF ANY PLANNED UTILITIES

1. **FINDINGS:** Utility easements will have to be shown and described on the plat, in accordance with the Subdivision Regulations and in consultation with the utility providers, where utilities are or will be installed, and where necessary for the future extension of services.

Conditions of Approval number 8 is required to address the provision of easements within and to the proposed subdivision for the location and installation of planned utilities. (A full list of the Conditions of Approval is found starting on page number 10)

CONCLUSION: The provision of easements within and to the proposed subdivision for the location and installation of any planned utilities, as set forth in the Findings of Fact, will be addressed by the imposed Condition of Approval, based upon the record, when satisfactorily completed.

J. PROVISION OF LEGAL AND PHYSICAL ACCESS TO EACH PARCEL WITHIN SUBDIVISION

1. **FINDINGS:** Legal and physical access to the subdivision is provided via US Highway 12 East.

A condition of approval will require the Subdivider to apply for an approach permit for the road accessing onto the existing State Highway.

Conditions of Approval Number 8 is required to address the provision of legal and physical access to each parcel within the proposed subdivision. (A full list of the Conditions of Approval is found starting on page number 10)

CONCLUSION: The provision of legal and physical access to each parcel within the proposed subdivision as set forth in the Findings of Fact, will be addressed by the imposed Conditions of Approval, based upon the record, when satisfactorily completed.

IX. RECOMMENDED CONDITIONS

The Juniper Ridge Minor Subdivision is recommended for approval with the following conditions:

1. Any and all adopted State and County requirements and standards which apply to this proposed subdivision must be met unless otherwise waived for cause by the governing body. (**Mitigates Findings of Fact under “Compliance with Subdivision Regulations”**) (*Section 76-3-608, MCA; Chapter I, County Subdivision Regulations.*)
2. Plans for sewage treatment and water supply shall be submitted to the Broadwater County Environmental Health Department for review and approval. The Certificate of Subdivision Approval shall be filed with the final plat. All specifications in the approved plans shall be met. (**Mitigates Findings of Fact under “Impacts on Water and Wastewater under Local Services”**) (*Sections 76-4-101, et. Seq., MCA; Sections 17.36.101, et. seq., ARM; Sections 76-3-102(4), 501(1)(f)(iii), and 608(3)(a), MCA; Chapters IV-A. 9 and IV-A. 10., County Subdivision Regulations*)
3. The Subdivider will be required to submit the preliminary and final plat drawings in electronic format to Broadwater County in ARCGIS, AutoCAD or Microstation format. Additional materials may be requested by the County in electronic format to facilitate review of application materials. (**Mitigates Findings of Fact under “Compliance with Survey Requirements”**) (*Chapter II and Appendix Q, County Subdivision Regulations*)
4. Plans for the location and installation of individual mailboxes shall be reviewed and approved by the United States Postal Service prior to installation. The Subdivider shall submit documentation from the United States Postal Service verifying their review and approval. When required, Subdivider shall provide an off-street area for mail delivery. The Subdivider, its successors and assigns shall be responsible for all costs associated with meeting this condition of approval. (**Mitigates Findings of Fact under “Impacts on Mail Delivery under Local Services”**) (*Sections 76-3-102(4), 76-3-501(1), and 76-3-608(3)(a)-(b); Chapter IV-A-7 b. 8, County Subdivision Regulations.*)

5. Prior to any development, an Approach Permit shall be requested from the MT Department of Transportation for the access point off US Highway 12 East. All requirements of the approved permit shall be met. **(Mitigates Findings of Fact under “The Provision of Legal and Physical Access to each parcel within the proposed subdivision”)** (Sections 76-3-102(3)-(4), 76-3-501(1) and 76-3-608(3)(d), MCA; Appendix O County Subdivision Regulations)

6. Prior to submitting the final subdivision plat application, the applicant shall complete a Fire Protection Plan for the purpose of furthering fire protection. The Fire Protection Plan shall be created with concurrence by the Broadwater County Rural Fire District. **(Mitigates Findings of Fact under “Impacts on Emergency Services under Local Services and Impacts on Public Health and Safety”)** (Sections 76-3-102, 501, 504 and 608(3), MCA; Chapter V-Q, Broadwater County Subdivision Regulations)

7. Prior to any development and/or soil disturbance, the applicant shall submit a Subdivision Noxious Weed Management and Revegetation Plan for the proposed subdivision to the Broadwater County Weed District for review and approval. All specifications and requirements of the approved plan shall be met at the cost of the applicant. The applicant shall submit documentation to the Broadwater County Community Development Department from the Weed District verifying their review and approval. **(Mitigates Findings of Fact under “Impacts on Agriculture and Impacts on Natural Environment”)** (Sections 76-3-102(5 and 6), and 608(3)(a), MCA; Chapters I-C-9 and V-R, Broadwater County Subdivision Regulations)

8. The final plat shall be prepared in accordance with the applicable State survey requirements, Montana Subdivision and Platting Act survey requirements and the County Subdivision Regulations. The final plat shall be in substantial compliance with the plat and plans submitted for preliminary plat review, except as modified by these conditions. The final plat shall provide for the following: **(Mitigates Findings of Fact under “Impacts on mail Delivery, Utilities, Roads and Traffic under Local Services”, “Compliance with Survey Requirements, the provision of Easements within and to the Proposed Subdivision for the Location and Installation of any Planned Utilities and Provision of Legal and Physical Access to each Parcel within the Proposed Subdivision”)** (Section 76-3-102, 76-3-402, 76-3-501, 76-3-504, and 76-3-608(3), MCA; Rule 24.183.1107, ARM; Chapter II-F, County Subdivision Regulations)

- a. All existing and proposed utility easements on the subject property; and
- b. All existing access and utility easements adjacent to the subject property.

9. The Book and Page reference to the restrictive covenants (filed with the County Clerk and Recorder) shall be indicated on the face of the final plat for each phase. In addition, the forgoing restrictive covenants, shall be placed upon the property and shall provide for the following **(Mitigates Findings of Fact under all Review Criteria listed in the Staff Report)** (Section 76-3-608(3)(a), MCA; Chapters I and IV, County

Subdivision Regulations)

- a. Notice is hereby given that all lots shall be used for Residential purposes only per the subdivision application (**Mitigates Findings of Fact under “Compliance with Subdivision Regulations”**) (Chapter I-C and III-A, Broadwater County Subdivision Regulations);
- b. Notice is hereby given that each owner of any lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, waives the right to protest joining or the amendment of a Rural Improvements District for the installation, maintenance, preservation, and repair of the following: roads that provide access to the subdivision, stormwater improvements for the subdivision; fire protection improvements for the subdivision. (**Mitigates Findings of Fact under “Impacts on Roads and Traffic under Local Services”**) (Section 76-3-102(4), MCA; Chapter V-H-b, Broadwater County Subdivision Regulations)
- c. Notice is hereby given that each lot shall be maintained in a weed-free manner and a Noxious Weed and Revegetation Plan has been prepared for the subdivision and is on file with the Broadwater County Clerk & Recorder’s Office. (**Mitigates Findings of Fact under “Impacts on Agriculture, Impacts on Agricultural Water Users, Impacts on the Natural Environment, Impacts on Wildlife and Wildlife Habitat and Impacts on the Public Health and Safety”**) (Sections 76-3-102 and 608(3), MCA; Chapters I-C-9 and V-R, Broadwater County Subdivision Regulations)
- d. Notice is hereby given of the potential health risk from radon concentrations and that such risk can be evaluated through soil tests and mitigated through radon abatement techniques incorporated into structures. (**Mitigates Findings of Fact under “Impacts on Public Health and Safety”**) (Section 76-3-608(3)(a), MCA; Chapter I-C-10 and V-C, Broadwater County Subdivision Regulations)
- e. Notice is hereby given that all structures within the subdivision should be constructed to specifications which meet or exceed equivalent provisions in the applicable State building code for this seismic zone (Zone 3). (**Mitigates Findings of Fact under “Impacts on Public Health and Safety”**) (Section 76-3-608(3)(a), MCA; Chapters I-C-10 and V-B, Broadwater County Subdivision Regulations)
- f. Notice is hereby given of a restrictive covenant, binding the landowner, any heirs, successors and assigns, and all future owners of property within the subdivision, agreeing therein to hold Broadwater County harmless and indemnify Broadwater County from all claims, demands, obligations, suits, causes of action, damages, and liability, including the County’s costs and attorney’s fees, arising in any manner whatsoever out of, or relating to, the existence, use, operation, repair and/or maintenance of the following: (**Mitigates Findings of Fact under “Impacts on Public Health and Safety”**)(76-3-608(1) and (4), MCA; Chapter I-C-10, Broadwater County Subdivision Regulations)
 - i. Exposure to radon;
 - ii. Earthquake fault zone and any seismic activity; and
 - iii. Water availability
- g. Notice is hereby given of the presence of agricultural operations in the vicinity and such operations may occur at varying times and seasons and include, but are

not limited to, the noises and odors due to the operation of machinery, the pasturing and feeding of livestock, irrigation, and the application of fertilizers, herbicides, and pesticides to fields. **(Mitigates Findings of Fact under “Impacts on Agriculture and Impacts on Agricultural Water User Facilities”)** (section 76-3-608-(3)(a), MCA; Chapter III-A-7-b, Broadwater County Subdivision Regulations)

- h. Notice is hereby given that domestic pets should be restrained on the property at all times **(Mitigates Findings of Fact under “Impacts on Agriculture, Impacts on Agricultural Water User Facilities, Impacts on Wildlife and Wildlife Habitat”)** (Section 76-3-608(3)(a), MCA; Chapter I-C and III-A-7, Broadwater County Subdivision Regulations)

10. The Subdivider shall include a notarized “Right to Farm” declaration with final plat affirming that “No agricultural or farming operation, place, establishment or facility or any of its appurtenances or the operation thereof is or becomes a public or private nuisance because of the normal operations thereof as a result of changed residential or commercial conditions in or around it locality of the agricultural or farming operation, place, establishment or facility has been in operation longer than the complaining resident has been in possession or commercial establishment has been in operation.” **(Mitigates Findings of Fact under “Impacts on Agriculture, Impacts on Agricultural Water User Facilities)** (Section 27-30-101, MCA and Chapter IV-A 20, County Subdivision Regulations.)

11. Prior to submitting the final plat for each phase, the following improvements shall be installed or otherwise guaranteed. **(Mitigates Findings of Fact under “Impacts on Utilities, Roads and Traffic, Mail Delivery, the Natural Environment and Public Health and Safety)** (Sections 76-3-507 and 76-3-608(3)(a), MCA and Chapter IV-A, County Subdivision Regulations)

- a. Any necessary improvements required by the stormwater drainage plan, weed management plan, fire protection plan, or approach permits;
- b. Installation of mail delivery facilities; and
- c. Utilities abutting and available to each lot.

12. All areas in excess of 25% slope shall be shown as ‘No Build Zones’. **(Mitigates Findings of Fact under “Impacts on the Natural Environment and Public Health and Safety)** (Chapter V-C, County Subdivision Regulations)

13. Prior to final plat approval the applicant shall:

- a. Provide proof that all real property taxes and special assessments assessed and levied on the property are paid for the current tax year; including any past delinquencies **(Mitigates Findings of Fact under “Compliance with the Subdivision Regulations”)** (Section 76-3-611(1)(b), MCA; Chapter III, Broadwater County Subdivision Regulations)

- b. Provide documentation showing that the applicant is the lawful owner of the property with the apparent authority to subdivide the same and showing the names of lien holders or claimants of record (**Mitigates Findings of Fact under “Compliance with the Subdivision Regulations”**) (Section 76-3-612, MCA; Chapter III, Broadwater County Subdivision Regulations)

This preliminary approval shall be in force for three (3) calendar years. At the end of this approval period, the Board of County Commissioners may, at the written request of the applicant, extend its approval if that approval period is included as a specific condition of a written agreement between the Board of County Commissioners and the applicant. (**Mitigates Findings of Fact under “Compliance with the Subdivision Regulations”**)

DATED this _____ day of January, 2024

BROADWATER COUNTY COMMISSION

ATTEST:

Angie Paulsen, Clerk & Recorder

FINDINGS OF
FACT AND
ORDER
REPORT

Preliminary Plat
Dated 11/20/2022

ALBE MINOR SUBDIVISION Preliminary Plat

To: Broadwater County Commissioners
From: Nichole Brown, Broadwater County Community Development Director
Subject: A proposed subdivision to be known as **Albe Minor Subdivision**

GENERAL INFORMATION

Date of Application: November 10, 2022
Element Complete: November 21, 2022
Date of Sufficiency: November 21, 2023
Review Period Ends: January 12, 2024

SUBDIVIDER: Steve Upton
Townsend, MT 59644

SUBDIVIDER'S REPRESENTATIVE: Bernadette Swenson
64 Jack Farm Road
Townsend, MT 59644

LEGAL DESCRIPTION: Situated in Section 3, Township 7 North, Range 1 East,
Broadwater County, Montana

GENERAL LOCATION: The proposed subdivision is located off Foster Drive,
approximately six (6) miles northwest of Townsend, Montana.

I. EXECUTIVE SUMMARY

The Subdivider intends to create four (4) lots from an existing 15.54-acre parcel. Lots range in size from 2.73 to 5.51 acres. All lots are being submitted for review as residential lots. Wastewater will be provided via individual on-site wastewater treatment systems for each lot. Water will be provided to each lot via individual on-site wells. Access will be provided from Foster Drive. The required preliminary review fee of \$1,900.00 has been paid.

II. REQUEST

Approval of the 4-lot Minor Subdivision for 4 single-family homes.

III. STAFF RECOMMENDATION

Staff recommends APPROVAL of the proposed Albe Minor Subdivision Preliminary Plat subject to the conditions of approval based on the recommended findings of fact included in the Staff Report.

IV. LOCATION

The proposed subdivision is located off of Foster Drive approximately 6 miles northwest of the City of Townsend.

V. EXISTING DEVELOPMENT AND USES

The property is currently vacant land.

VI. ADJACENT LAND USES

North: Vacant residential

South: Residential

East: Residential

West: Residential

VII. PUBLIC COMMENT

Public Comment will be taken at the December 27, 2023 Planning Board Regular Business Meeting and subsequent Commissioner Meeting(s).

VIII. PROJECT BACKGROUND

Water is proposed to be provided via individual wells. The well sites will be reviewed and approved by the Department of Environmental Quality (DEQ).

Wastewater is proposed to be managed utilizing individual wastewater treatment systems. DEQ will review the newly created parcels for the location of wastewater treatment systems.

Access will be off of Foster Drive with an individual driveway approach proposed for Lot 1 and Lot 4. Lot 2 and Lot 3 will have a shared driveway with an approach off of Foster Drive.

IX. STAFF ANALYSIS

Review is performed pursuant to the Montana Subdivision and Platting Act, Title 76, Chapter 3, Montana Codes Annotated, the 2021 Broadwater County Subdivision Regulations and the 2020 Broadwater County Growth Policy. The proposed preliminary plat, Albe Minor Subdivision, as submitted by the Subdivider, together with the required supplementary plans and information, appear to satisfy the requirements of these regulations and comply with the Broadwater County Growth Policy, with the suggested mitigating conditions.

X. CRITERIA FOR REVIEW:

In accordance with 76-3-608(3), MCA, a subdivision proposal must undergo review for impacts on the following primary criteria: 1. Agriculture; 2. Agricultural Water User Facilities; 3. Local services; 4. Natural Environment; 5. Wildlife and Wildlife Habitat; 6.

Public Health and Safety; 7. Compliance with the County's Subdivision Regulations; 8. Compliance with Survey Requirements; 9. The provision of easements within and to the proposed subdivision for the location and installation of any planned utilities; and 10. A provision for providing legal and physical access to each parcel within the proposed subdivision.

FINDINGS OF FACT AND CONCLUSIONS:

A. IMPACTS ON AGRICULTURE:

1. DEFINITION OF AGRICULTURE: Farming or ranching include the cultivation or tilling of the soil, the production, cultivation growing, harvesting of agricultural or horticultural commodities that are on site, such as food, feed, and fiber, the raising of livestock and poultry, bees, biological control insects, fruits and vegetables, and sod, ornamental, nursery, and horticultural crops, and including timberlands and forest lands. *Broadwater County Subdivision Regulations, Definition 3.*
2. NARRATIVE: According to the preliminary plat application, none of this property is considered prime farmland if irrigated.
3. FINDING: This proposed subdivision should not have an effect on agricultural productivity since no land is being removed from agriculture.

Per Chapter V-A of the Broadwater County Subdivision Regulations, all subdivisions must be designed and developed to provide satisfactory building sites that properly relate to topography, and must, to the extent possible, preserve the natural environment.

Conditions of approval for the proposed subdivision will require a Noxious Weed Management Plan be on file and recorded with the final plat; Restrictive covenants providing notice of agricultural operations in the vicinity; That the property shall be maintained in a weed-free manner; and restraining domestic pets on the property. Other conditions of approval will provide the opportunity to financially guarantee any improvements required by the Weed Management Plan.

Conditions of Approval Numbers 8, 10-c, 10-g, 10-h and 11 are required to mitigate impacts on agriculture. (A full list of the Conditions of Approval is found starting on page number 10)

CONCLUSION: The impacts to agriculture, as set forth in the Findings of Fact, will be mitigated by the imposed Conditions of Approval, based upon the record, when satisfactorily completed.

B. IMPACTS ON AGRICULTURAL WATER USER FACILITIES:

1. DEFINITION OF AGRICULTURAL WATER USER FACILITIES: Those facilities which provide water for irrigation or stock watering to agricultural lands to

produce agricultural products. Any part of an irrigation system historically used to produce an agricultural product on property used for agricultural purposes. These facilities include, but are not limited to, ditches, head gates, pipes and other water conveying facilities. *Broadwater County Subdivision Regulations, Definition 5.*

2. NARRATIVE: The proposed subdivision will create four residential lots between 2.73 and 5.51 acres.
3. FINDINGS: The proposed subdivision property should not have an impact any agricultural water user facilities since none are located on the property.

Conditions of Approval Numbers 10-c, 10-g, 10-h and 11 are required to mitigate impacts on agricultural water user facilities. (A full list of the Conditions of Approval is found starting on page number 10)

CONCLUSION: The impacts to agricultural water user facilities, as set forth in the Findings of Fact, will be mitigated by the imposed Conditions of Approval, based upon the record, when satisfactorily completed.

C. IMPACTS ON LOCAL SERVICES:

1. DEFINITION OF LOCAL SERVICES: All services or facilities local government is authorized to provide that benefit their citizens, such as water supply, sewage disposal, law enforcement, fire protection, emergency services, transportation system, educational system, noxious weed control, as well as services that local government does not provide such as power, telephone, state highways, etc. *Broadwater County Subdivision Regulations, Definition 34.*
2. NARRATIVE: The proposed subdivision will be accessed from individual driveway approaches on to Foster Drive. It is within the jurisdiction of the Broadwater County Sheriff's Office as well as the Townsend School System. Fire protection will be offered by the Broadwater County Rural Fire District.
3. FINDINGS:
 - a. SOLID WASTE:
Individual lot owners will haul their solid waste to Broadwater Solid Waste Canister site in Townsend. Subdivision residents will have the option of hiring an independent contractor to pick up their solid waste or transport it themselves.
 - b. MAIL DELIVERY:
It is anticipated that mail will be delivered by the United States Postal Service and plans for any mail receptacles on-site are subject to review and approval by the Townsend Post Office.
 - c. UTILITIES:

It is anticipated that Northwestern Energy provide electrical service to the proposed subdivision. Future dry utilities are anticipated to be installed underground.

d. ROADS AND TRAFFIC:

No transportation plan has been officially adopted for this area. The proposed development could cause an impact to 'Foster Drive' Therefore, a Preliminary Engineering Report (PER) should be performed prior to final plat approval to determine whether or not the applicant would be responsible for any improvements to the subdivision road, 'Foster Drive'.

The estimated Average Daily Trips (ADT) for four (4) residential lots is thirty-two (32) ADT.

e. SCHOOLS:

The proposed subdivision is served by the Townsend Schools and the subdivision could potentially produce 6 students. The potential for new students from this development should not have an impact on existing bus routes.

f. EMERGENCY SERVICES:

The proposed subdivision is within the Broadwater Sheriff Department's jurisdiction. Due the rural nature of this subdivision, response times for emergency services could be longer than expected.

g. FIRE SERVICES

The proposed subdivision is located within the Broadwater Rural Fire District. The nearest firehouse is Townsend Fire Hall, an unmanned, volunteer fire house. The Subdivider will need to propose a fire protection plan for review and approval by the Broadwater Rural Fire District.

Conditions of Approval Numbers 2, 4, 5, 6, 7, 9 and 10-b are required to mitigate impacts on local services. (A full list of the Conditions of Approval is found starting on page number 10)

CONCLUSION: The impacts to local services, as set forth in the Findings of Fact, will be mitigated by the imposed Conditions of Approval, based upon the record, when satisfactorily completed.

D. IMPACTS ON THE NATURAL ENVIRONMENT

1. DEFINITION OF NATURAL ENVIRONMENT: The natural environment is defined as the physical conditions which exist within a given area, including land, air, water, mineral, flora, fauna, sound, light, and objects of historic and aesthetic significance. *Broadwater County Subdivision Regulations, Definition 47.*
2. NARRATIVE: According to the preliminary plat application the property is relatively flat with no waterways or wetlands. The proposed subdivision is

outside of the FEMA mapped 100-year floodplain.

3. FINDINGS: The property is located within the Intermountain Seismic Belt that extends through western Montana and frequently produces small earthquakes and has previously developed some major earthquakes. Property damage and risk can be minimized with construction techniques and earthquake planning.

Per Chapter V-B of the Broadwater County Subdivision Regulations, the design and development of subdivisions must provide satisfactory building sites which are properly related to topography, and must, to the extent possible, preserve the natural environment.

All grading, drainage and erosion control shall be in compliance with Chapter V-J of the Broadwater County Subdivision Regulations.

All post development generated stormwater will be detained within the subdivision boundaries. A stormwater pollution prevention plan will be implemented and will remain in effect during the construction phase of this project and until disturbed soils are properly stabilized. The grading and drainage plan will be provided for review to the Environmental Health Officer. *QDEG*

Per Chapter V-R of the Broadwater County Subdivision Regulations, a Weed Management Plan shall be approved by the Broadwater County Weed Board prior to the subdivision application being considered complete.

A Noxious Weed Management Plan has been completed by the developer, submitted, and approved by the Broadwater County Weed Coordinator and the Broadwater County Weed Board. No critical plant species have been identified. Existing vegetation will only be disturbed for necessary construction of roads, driveways, utilities and structures. Any construction disturbance will be reseeded with an approved grass seed mix. A Weed Management Plan has been approved by the Broadwater County Noxious Weed District to control and prevent the growth of noxious weeds. The Subdivider will be responsible for adhering to the Weed Management Plan until all lots are sold or the responsibility is turned over to a homeowners' association. (*Source: Application for Preliminary Plat: Item 28—Weed Management Plan*).

A letter was received from the Montana Historical Society (MHS) on October 4, 2022 for the Albe Minor Subdivision, to determine if there are any known historical, cultural or archaeological sites which may be affected by the proposed development. According to Damon Murdo, MHS Cultural Records Manager, there had been one previously recorded sites within the designated area; the historic Northern Pacific Railroad, which is outside of the proposed project area. (*Source: Application for Preliminary Plat: Item - 31, Letter from Damon Murdo dated October 4, 2022*)

Conditions of Approval Numbers 8, 10-c and 12 are required to mitigate impacts on the natural environment. (A full list of the Conditions of Approval is found starting on page number 10)

CONCLUSION: The impacts on the natural environment, as set forth in the Findings of Fact, will be mitigated by the imposed Conditions of Approval, based upon the record, when satisfactorily completed

E. IMPACT ON WILDLIFE AND WILDLIFE HABITAT

1. **DEFINITION OF WILDLIFE AND WILDLIFE HABITAT:** Those animals that are not domesticated or tamed, or as may be defined in a Growth Policy; and The place or area where wildlife naturally lives or travels through. *Broadwater County Subdivision Regulations, Definitions 84 and 85.*
2. **NARRATIVE:** Wildlife such as antelope, mule deer, white-tailed deer, upland game birds, other small birds, rabbits and other rodents likely utilize the proposed subdivision. However, there should be no displacement of wildlife since the surrounding area is residential and expansive agricultural property.
3. **FINDINGS:** The impacts on wildlife habitat will be negligible based upon the surrounding uses. Landowners are encouraged to install wildlife friendly fencing, contain domestic animals, and secure solid waste to reduce wildlife incidents whenever possible.

Conditions of Approval Number 10-c and 10-h are required to mitigate impacts on wildlife habitat. (A full list of the Conditions of Approval is found starting on page number 10)

CONCLUSION: The impacts to wildlife habitat, as set forth in the Findings of Fact, will be mitigated by the imposed Conditions of Approval, based upon the record, when satisfactorily completed.

F. IMPACT ON PUBLIC HEALTH AND SAFETY:

1. **DEFINITION OF PUBLIC HEALTH AND SAFETY:** The prevailing healthful, sanitary condition of well-being for the community at large. Conditions that relate to public health and safety include but are not limited to disease control and prevention; emergency services; environmental health; flooding, fire or wildfire hazards, rock falls or landslides, unstable soils, steep slopes, and other natural hazards; high voltage lines or high pressure gas lines; and air or vehicular traffic safety hazards. *Broadwater County Subdivision Regulations, Definition 59.*
2. **NARRATIVE:** The proposed subdivision will be served by on-site wells. Each lot will have its own wastewater system as well as stormwater retention basin.
3. **FINDINGS:**

a. WATER SUPPLY:

The proposed subdivision is not within the service area of a public water system. The proposed lots will be served by individual on-site water wells, drilled into each lot, according to the Preliminary Plat Application. The use of these exempt wells is subject to review and approval by the DNRC.

b. WASTEWATER

Wastewater for the proposed subdivision will be provided by the use of individual on-site wastewater treatment systems (septic drain fields). DEQ will review and issue approval for the lots for adequacy and impact of the wastewater systems on groundwater quality and will issue a determination of non-significant impacts in a Certificate of Subdivision Approval.

c. STORMWATER

A stormwater retention plan will be created with concurrence by DEQ prior to final plat approval.

Conditions of Approval Numbers 7, 10-c, 10-d, 10-e, 10-f and 12 are required to mitigate impacts on public health and safety. (A full list of the Conditions of Approval is found starting on page number 10)

CONCLUSION: The impacts on public health and safety, as set forth in the Findings of Fact, will be mitigated by the imposed Conditions of Approval, based upon the record, when satisfactorily completed.

G. COMPLIANCE WITH SUBDIVISION REGULATIONS

1. FINDINGS: The proposed subdivision meets all Subdivision Regulations, and it will remain in compliance with these regulations if all conditions of approval are satisfied. No variances have been requested.

All conditions of approval are required to address compliance with the Subdivision Regulations. (A full list of the Conditions of Approval is found starting on page number 10)

CONCLUSION: Compliance with subdivision regulations, as set forth in the Findings of Fact, will be addressed by the imposed Condition of Approval, based upon the record, when satisfactorily completed.

H. COMPLIANCE WITH SURVEY REQUIREMENTS

1. FINDINGS: A land survey and plat completed by a registered land surveyor in the state of Montana will need to be prepared. A review of the plat by the Community Development Department and the Examining Land Surveyor at the time of final plat application will ensure that the plat conforms to all conditions of approval, plat rules and regulations.

Condition of Approval number 3 and 9 are required to address compliance with survey requirements. (A full list of the Conditions of Approval is found starting on page number 10)

CONCLUSION: Compliance with survey requirements, as set forth in the Findings of Fact, will be addressed by the imposed Condition of Approval, based upon the record, when satisfactorily completed.

I. PROVISION OF EASEMENTS WITHIN AND TO THE PROPOSED SUBDIVISION FOR THE LOCATION AND INSTALLATION OF ANY PLANNED UTILITIES

1. FINDINGS: Utility easements will have to be shown and described on the plat, in accordance with the Subdivision Regulations and in consultation with the utility providers, where utilities are or will be installed, and where necessary for the future extension of services.

Conditions of Approval number 9 is required to address the provision of easements within and to the proposed subdivision for the location and installation of planned utilities. (A full list of the Conditions of Approval is found starting on page number 10)

CONCLUSION: The provision of easements within and to the proposed subdivision for the location and installation of any planned utilities, as set forth in the Findings of Fact, will be addressed by the imposed Condition of Approval, based upon the record, when satisfactorily completed.

J. PROVISION OF LEGAL AND PHYSICAL ACCESS TO EACH PARCEL WITHIN SUBDIVISION

1. FINDINGS: Legal and physical access to the subdivision is provided via Foster Drive, which is a privately maintained public road. Therefore, no approach permits are required. The three new approaches to be installed on 'Foster Drive' will not be reviewed nor approved by any agency or entity.

Conditions of Approval Numbers 4, 5, 9 and 13 are required to address the provision of legal and physical access to each parcel within the proposed subdivision. (A full list of the Conditions of Approval is found starting on page number 10)

CONCLUSION: The provision of legal and physical access to each parcel within the proposed subdivision as set forth in the Findings of Fact, will be addressed by the imposed Conditions of Approval, based upon the record, when satisfactorily completed.

IX. RECOMMENDED CONDITIONS

The Albe Minor Subdivision is recommended for approval with the following conditions:

1. Any and all adopted State and County requirements and standards which apply to this proposed subdivision must be met unless otherwise waived for cause by the governing body. **(Mitigates Findings of Fact under “Compliance with Subdivision Regulations”)** (*Section 76-3-608, MCA; Chapter I, County Subdivision Regulations.*)
2. Plans for sewage treatment and water supply shall be submitted to the Department of Environmental Quality (DEQ) for review and approval. The Certificate of Subdivision Approval shall be filed with the final plat. All specifications in the approved plans shall be met. **(Mitigates Findings of Fact under “Impacts on Water and Wastewater under Local Services”)** (*Sections 76-4-101, et. Seq., MCA; Sections 17.36.101, et. seq., ARM; Sections 76-3-102(4), 501(1)(f)(iii), and 608(3)(a), MCA; Chapters IV-A. 9 and IV-A. 10., County Subdivision Regulations*)
3. The Subdivider will be required to submit the preliminary and final plat drawings in electronic format to Broadwater County in ARCGIS, AutoCAD or Microstation format. Additional materials may be requested by the County in electronic format to facilitate review of application materials. **(Mitigates Findings of Fact under “Compliance with Survey Requirements”)** (*Chapter II and Appendix Q, County Subdivision Regulations*)
4. A Preliminary Engineering Report (PER) must be prepared and certified by an engineer licensed in the State of Montana to provide an estimated cost of improvements necessary to make ‘Foster Drive’ meet or exceed Broadwater County Road Standards from the southwest corner of the proposed subdivision north to the intersection with ‘Antelope Road’. **(Mitigates Findings of Fact under “Impacts on Roads and Traffic under Local Services and the Provision of Legal and Physical Access to each parcel within the proposed subdivision”)**; (*Chapter V-H-c-iv, Broadwater County Subdivision Regulations*)
5. Utilizing the formula in the Broadwater County Subdivision Regulations Section V-H-iv, the applicant shall complete the following for the subdivision access road: **(Mitigates Findings of Fact under “Impacts on Utilities and Impacts on Roads and Traffic under Local Services and the Provision of Legal and Physical Access to each parcel within the proposed subdivision”)**:
 - a. The applicant shall be responsible for their proportionate share of improvements to ‘Foster Drive’; or (*Sections 76-3-102, 501, 504(1)(g)(i), and 608(3), MCA; Chapters I-C, V-E and V-H, Broadwater County Subdivision Regulations*)
 - b. The proportionate share of funds derived from the estimated cost to improve ‘Foster Drive’ shall be placed in a reserve account held and used by the County

for the upgrade of 'Foster Drive' only.

6. Plans for the location and installation of individual mailboxes shall be reviewed and approved by the United States Postal Service prior to installation. The Subdivider shall submit documentation from the United States Postal Service verifying their review and approval. When required, Subdivider shall provide an off-street area for mail delivery. The Subdivider, its successors and assigns shall be responsible for all costs associated with meeting this condition of approval. **(Mitigates Findings of Fact under "Impacts on Mail Delivery under Local Services")** (Sections 76-3-102(4), 76-3-501(1), and 76-3-608(3)(a)-(b); Chapter IV-A-7 b. 8, County Subdivision Regulations.)

7. Prior to submitting the final subdivision plat application, the applicant shall complete a Fire Protection Plan for the purpose of furthering fire protection. The Fire Protection Plan shall be created with concurrence by the Broadwater County Rural Fire District. **(Mitigates Findings of Fact under "Impacts on Emergency Services under Local Services and Impacts on Public Health and Safety")** (Sections 76-3-102, 501, 504 and 608(3), MCA; Chapter V-Q, Broadwater County Subdivision Regulations)

8. Prior to any development and/or soil disturbance, the applicant shall submit a Subdivision Noxious Weed Management and Revegetation Plan for the proposed subdivision to the Broadwater County Weed District for review and approval. All specifications and requirements of the approved plan shall be met at the cost of the applicant. The applicant shall submit documentation to the Broadwater County Community Development Department from the Weed District verifying their review and approval. **(Mitigates Findings of Fact under "Impacts on Agriculture and Impacts on Natural Environment")** (Sections 76-3-102(5 and 6), and 608(3)(a), MCA; Chapters I-C-9 and V-R, Broadwater County Subdivision Regulations)

9. The final plat shall be prepared in accordance with the applicable State survey requirements, Montana Subdivision and Platting Act survey requirements and the County Subdivision Regulations. The final plat shall be in substantial compliance with the plat and plans submitted for preliminary plat review, except as modified by these conditions. The final plat shall provide for the following: **(Mitigates Findings of Fact under "Impacts on mail Delivery, Utilities, Roads and Traffic under Local Services", "Compliance with Survey Requirements, the provision of Easements within and to the Proposed Subdivision for the Location and Installation of any Planned Utilities and Provision of Legal and Physical Access to each Parcel within the Proposed Subdivision")** (Section 76-3-102, 76-3-402, 76-3-501, 76-3-504, and 76-3-608(3), MCA; Rule 24.183.1107, ARM; Chapter II-F, County Subdivision Regulations)

- a. All existing and proposed utility easements on the subject property; and
- b. All existing access and utility easements adjacent to the subject property.

10. The Book and Page reference to the restrictive covenants (filed with the County Clerk and Recorder) shall be indicated on the face of the final plat. In addition, the

forgoing restrictive covenants, shall be placed upon the property and shall provide for the following **(Mitigates Findings of Fact under all Review Criteria listed in the Staff Report)** (Section 76-3-608(3)(a), MCA; Chapters I and IV, County Subdivision Regulations)

- a. Notice is hereby given that all lots shall be used for Residential purposes only per the subdivision application **(Mitigates Findings of Fact under “Compliance with Subdivision Regulations”)** (Chapter I-C and III-A, Broadwater County Subdivision Regulations);
- b. Notice is hereby given that each owner of any lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, waives the right to protest joining or the amendment of a Rural Improvements District for the installation, maintenance, preservation, and repair of the following: roads that provide access to the subdivision, stormwater improvements for the subdivision; fire protection improvements for the subdivision. **(Mitigates Findings of Fact under “Impacts on Roads and Traffic under Local Services”)** (Section 76-3-102(4), MCA; Chapter V-H-b, Broadwater County Subdivision Regulations)
- c. Notice is hereby given that each lot shall be maintained in a weed-free manner and a Noxious Weed and Revegetation Plan has been prepared for the subdivision and is on file with the Broadwater County Clerk & Recorder’s Office. **(Mitigates Findings of Fact under “Impacts on Agriculture, Impacts on Agricultural Water Users, Impacts on the Natural Environment, Impacts on Wildlife and Wildlife Habitat and Impacts on the Public Health and Safety”)** (Sections 76-3-102 and 608(3), MCA; Chapters I-C-9 and V-R, Broadwater County Subdivision Regulations)
- d. Notice is hereby given of the potential health risk from radon concentrations and that such risk can be evaluated through soil tests and mitigated through radon abatement techniques incorporated into structures. **(Mitigates Findings of Fact under “Impacts on Public Health and Safety”)** (Section 76-3-608(3)(a), MCA; Chapter I-C-10 and V-C, Broadwater County Subdivision Regulations)
- e. Notice is hereby given that all structures within the subdivision should be constructed to specifications which meet or exceed equivalent provisions in the applicable State building code for this seismic zone (Zone 3). **(Mitigates Findings of Fact under “Impacts on Public Health and Safety”)** (Section 76-3-608(3)(a), MCA; Chapters I-C-10 and V-B, Broadwater County Subdivision Regulations)
- f. Notice is hereby given of a restrictive covenant, binding the landowner, any heirs, successors and assigns, and all future owners of property within the subdivision, agreeing therein to hold Broadwater County harmless and indemnify Broadwater County from all claims, demands, obligations, suits, causes of action, damages, and liability, including the County’s costs and attorney’s fees, arising in any manner whatsoever out of, or relating to, the existence, use, operation, repair and/or maintenance of the following: **(Mitigates Findings of Fact under “Impacts on Public Health and Safety”)**(76-3-608(1) and (4), MCA; Chapter I-C-10, Broadwater County Subdivision Regulations)
 - i. Exposure to radon;
 - ii. Earthquake fault zone and any seismic activity; and

iii. Water availability

- g. Notice is hereby given of the presence of agricultural operations in the vicinity and such operations may occur at varying times and seasons and include, but are not limited to, the noises and odors due to the operation of machinery, the pasturing and feeding of livestock, irrigation, and the application of fertilizers, herbicides, and pesticides to fields. **(Mitigates Findings of Fact under “Impacts on Agriculture and Impacts on Agricultural Water User Facilities”)** (section 76-3-608-(3)(a), MCA; Chapter III-A-7-b, Broadwater County Subdivision Regulations)
- h. Notice is hereby given that domestic pets should be restrained on the property at all times **(Mitigates Findings of Fact under “Impacts on Agriculture, Impacts on Agricultural Water User Facilities, Impacts on Wildlife and Wildlife Habitat”)** (Section 76-3-608(3)(a), MCA; Chapter I-C and III-A-7, Broadwater County Subdivision Regulations)

11. The Subdivider shall include a notarized “Right to Farm” declaration with final plat affirming that “No agricultural or farming operation, place, establishment or facility or any of its appurtenances or the operation thereof is or becomes a public or private nuisance because of the normal operations thereof as a result of changed residential or commercial conditions in or around it locality of the agricultural or farming operation, place, establishment or facility has been in operation longer than the complaining resident has been in possession or commercial establishment has been in operation.” **(Mitigates Findings of Fact under “Impacts on Agriculture, Impacts on Agricultural Water User Facilities)** (Section 27-30-101, MCA and Chapter IV-A 20, County Subdivision Regulations.)

12. Prior to submitting the final plat, the following improvements shall be installed or otherwise guaranteed. **(Mitigates Findings of Fact under “Impacts on Utilities, Roads and Traffic, Mail Delivery, the Natural Environment and Public Health and Safety)** (Sections 76-3-507 and 76-3-608(3)(a), MCA and Chapter IV-A, County Subdivision Regulations)

- a. Any necessary improvements required by the stormwater drainage plan, weed management plan, fire protection plan, or approach permits;
- b. Installation of mail delivery facilities; and
- c. Utilities abutting and available to each lot.

13. A ‘No Access Restriction’ shall be shown on the final plat from Lot 4 on to the 30’ foot wide Driveway Access and Utility Easement along the southern boundary of the property. **(Mitigates Findings of Fact under “Provision of Legal and Physical Access to Each Parcel Within the Subdivision”)**

14. Prior to final plat approval the applicant shall:

- a. Provide proof that all real property taxes and special assessments assessed and levied on the property are paid for the current tax year; including any

past delinquencies (**Mitigates Findings of Fact under “Compliance with the Subdivision Regulations”**) (Section 76-3-611(1)(b), MCA; Chapter III, Broadwater County Subdivision Regulations)

- b. Provide documentation showing that the applicant is the lawful owner of the property with the apparent authority to subdivide the same and showing the names of lien holders or claimants of record (**Mitigates Findings of Fact under “Compliance with the Subdivision Regulations”**) (Section 76-3-612, MCA; Chapter III, Broadwater County Subdivision Regulations)

This preliminary approval shall be in force for three (3) calendar years. At the end of this approval period, the Board of County Commissioners may, at the written request of the applicant, extend its approval if that approval period is included as a specific condition of a written agreement between the Board of County Commissioners and the applicant. (**Mitigates Findings of Fact under “Compliance with the Subdivision Regulations”**)

DATED this _____ day of January, 2024

BROADWATER COUNTY COMMISSION

ATTEST:

Angie Paulsen, Clerk & Recorder
