



1 of 968

2025 Stillwater County School Compromise – 1998 Nye Mine Impact Plan

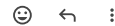


Inbox x



Dusty Weber <dustyrweber29@gmail.com>

1:49 PM (1 hour ago)



to jruffatto, sriveland, rwebb, jvmorse, Breann, kayce.arthun@absarokee.k12.mt.us, kwilliams, mbrandy1978, pbroyles, J_ott, scottb, cklasna, mi

Good Afternoon Commissioners and Stillwater County School Districts:

Please thoughtfully consider the attached **SWC School Compromise Agreement** (or something very similar) to mitigate Nye Mineral Development impacts to Stillwater County Schools.

I believe this would be an acceptable solution that would protect the interests of Stillwater County Schools and Taxpayers without the need and uncertainty of litigation and/or an amendment to the current Impact Plan. Additionally, this approach would likely be acceptable to both Sibanye-Stillwater and the Mining Impact Board; although their approval would not be required because no changes to the Impact Plan would be proposed.

Thank you for your time,

Sincerely,

Dusty Weber
7 Pinto Place
Park City, MT 59063

Electronic Copies sent to Stillwater County School Board Chairs, Superintendents, Sibanye

3 Attachments • Scanned by Gmail



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Stillwater County School Compromise Agreement (1998 Nye Mine Impact Plan)

This **Stillwater County School Compromise Agreement** (hereinafter referred to as this "School Compromise") is made and effective as of the ____ day of _____, 20__ (the "Effective Date"), by and between **Stillwater County Commissioners** (hereinafter referred to as "County"), and **Absarokee School District 52, Columbus School District 6, Fishtail School District 13, Nye School District 31, Park City School District 5, Rapelje School District 32, Reed Point School District 9-9** (hereinafter collectively referred to as "Schools").

WITNESSETH:

THAT WHEREAS, the County desires to address concerns of the Schools regarding the approved 1998 Hard Rock Mining Impact Plan Amendment: Nye Expansion Project (the "1998 NIP") by entering into this School Compromise; and

WHEREAS, the Schools desire to compromise on concerns regarding the 1998 NIP by entering into this School Compromise; and

WHEREAS, no change to the 1998 NIP is required to enter into this School Compromise; and

WHEREAS, it is expressly understood by the County and by the Schools that this School Compromise does not reference and has no effect on the 1998 East Boulder Mining Impact Plan; and

WHEREAS, the County has been determined to be an "affected unit of local government" in the 1998 NIP; and

WHEREAS, the County may have future Nye "Mineral Development Students" and Nye "In-migrating Mineral Development Students" that reside within its jurisdiction that also reside within Park City School District 5, Rapelje School District 32, and Reed Point School District 9-9 according to the definitions described in the 1998 NIP.

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained, and intending to be legally bound hereby, the parties hereto (hereinafter jointly referred to as the "Parties" and each sometimes referred to as a "Party" hereby agree as follows:

I. STILLWATER COUNTY SCHOOL COMPROMISE.

A. Park City School District 5, Rapelje School District 32 and Reed Point School District 9-9 agree not to pursue or be a willing party to litigation or other means of:

1. Recouping or being compensated for past metalliferous mines licenses taxes that were paid according to MCA 15-37-117(1)(e)(ii)(B) and (C) to schools for the 1998 NIP; and

2. Recouping or being compensated for past property tax base sharing valuations (including gross proceeds tax) that were shared by schools for the 1998 NIP; and

3. Requiring an amendment to the 1998 NIP.

B. Each year, within 60 days of the date the metalliferous mines license tax is payable pursuant to MCA 15-37-105, the County shall allocate the metalliferous mines license taxes revenue according to MCA 15-37-117(1)(e)(ii)(B) and (C) to the Schools based on the number of Nye Mineral Development Students residing in each of the Schools as a percentage of the total number of Nye Mineral Development Students residing in Stillwater County.

C. Each year, the County shall allocate property tax sharing revenue (including gross proceeds tax) to the Schools based on the number of Nye Mineral Development Students residing in each of the Schools as a percentage of the total number of Nye Mineral Development Students residing in Stillwater County.

D. At the legally defined time(s), the County shall allocate metalliferous mines license taxes revenue from the Nye hard-rock mine trust account established by MCA 7-6-2225 that has already accrued and will accrue to the Schools using one proportional formula and distribution schedule applied equitably to the Schools. It is expressly understood that all of the Nye hard-rock mine trust account (that is legally required to be allocated to schools) will be proportional distributed to the Schools; not just the amount that is added to the trust account after commencement of this School Compromise.

E. The County agrees to provide the Schools with the employee survey reports required by **MCA 90-6-405**.

F. The County and the Schools agree that the Schools will have equal representation from the County and equal opportunity to participate in an amendment or other modification to the 1998 NIP if an amendment or other modification is ever proposed and written for the 1998 NIP.

II. TERM.

A. This Compromise Plan shall commence upon signatures of the County and the Schools and terminate with an approved amendment to the 1998 NIP.

III. DEFINITIONS.

A. The following terms whenever capitalized herein shall have the meanings specified therefor in this Section III.A; all the following terms are taken from the approved 1998 NIP:

"Affected Units of Local Government" means those units of local governments that would experience net impact cost during any one year of the SMC mining operation, or a unit of local government within which the mineral development is located.

"Mineral Development Employee" means an employee of SMC, or an SMC contractor and his employees or subcontractors. This term does not include secondary employees.

"In-migrating Mineral Development Employee" means a mineral development employee who establishes residence in Stillwater County within one year prior to, or anytime after, his date of hire. This term does not include secondary employees.

"Mineral Development Student" means a student whose parent or guardian resides within the jurisdiction of an affected local governmental unit as a result of employment with SMC or its contractors or subcontractors.

"Immigrating Mineral Development Student" means a student whose parent or guardian is an "Immigrating Mineral Development Employee."

"Contractor" means a person contracted by SMC to perform work or service for the company at the mineral development. The term also includes any employees or subcontractors of an SMC contractor.

IV. DISPUTE RESOLUTION.

A. **Jurisdiction and Venue.** The parties hereby irrevocably agree and submit to the exclusive jurisdiction in any State or Federal Court in Yellowstone County, Montana, in any action or proceeding arising out of or relating to this Compromise Agreement. No judgment in any such action or proceeding shall be for or include consequential, punitive, special or exemplary damages, regardless of the theory upon which they could be awarded.

B. **WAIVER OF TRIAL BY JURY.** EXCEPT AS PROHIBITED BY LAW, EACH PARTY HEREBY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY A JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER, OR IN CONNECTION WITH THIS COMPROMISE AGREEMENT.

(Signature Pages Follow)

(The remainder of this page is intentionally left blank)

(Signature Page 1 to SWC School Compromise Agreement)

IN WITNESS WHEREOF, the Parties have caused this Stillwater County School Compromise Agreement to be executed and delivered by their respective officers or representatives, thereunto duly authorized, as of the date first above written.

Stillwater County Commissioners:

PO Box 970
431 Quarry Road
Columbus, MT 59019
(406) 322-4546

Commissioner

Commissioner

Commissioner

STATE OF _____)
County of _____) ss:

This instrument was acknowledged before me on _____ 20____, by

_____,
[Name(s) of Person(s)]

and _____

As **Stillwater County Commissioners.**

[Signature of Notary]

[Printed Name of Notary]

Notary Public for the State of Montana
Residing at _____

[City of Residence]

My commission expires: _____ 20____
[Month Day Year]

(SEAL)

Absarokee School District 52

Absarokee Elementary and High School

Board Chair

327 Woodard Avenue

Absarokee, MT 59001

(406) 328-4583

Board Chair

STATE OF _____)
County of _____) ss:

This instrument was acknowledged before me on _____ 20____, by _____

[Name(s) of Person]

As **Absarokee School District 52 Board Chair.**

[Signature of Notary]

[Printed Name of Notary]

Notary Public for the State of Montana

Residing at _____

[City of Residence]

My commission expires: _____ 20____
[Month Day Year]

(SEAL)

(Signature Page 3 to SWC School Compromise Agreement)

Columbus School District 6
Columbus Elementary and High School
Board Chair
433 N 3rd Street
Columbus, MT 59019
(406) 322-5375

Board Chair

STATE OF _____)
County of _____) ss:

This instrument was acknowledged before me on _____ 20____, by

[Name(s) of Person]

As **Columbus School District 6 Board Chair**.

[Signature of Notary]

[Printed Name of Notary]

Notary Public for the State of Montana

Residing at _____

[City of Residence]

My commission expires: _____ 20____
[Month Day Year]

(SEAL)

(Signature Page 4 to SWC School Compromise Agreement)

Fishtail School District 13

Fishtail Elementary School

Board Chair

119 Easton Ave

Fishtail, MT 59028

(406) 328-4277

Board Chair

STATE OF _____)
) ss:
County of _____)

This instrument was acknowledged before me on _____ 20____, by _____

[Name(s) of Person]

As Fishtail School District 13 Board Chair.

[Signature of Notary]

[Printed Name of Notary]

Notary Public for the State of Montana

Residing at

[City of Residence]

My commission expires: 20
[Month Day Year]

(SEAL)

(Signature Page 5 to SWC School Compromise Agreement)

Nye School District 31
Nye Elementary School
Board Chair
1970 Nye Road
Nye, MT 59061
(406) 328-6138

Board Chair

STATE OF _____)
) ss:
County of _____)

This instrument was acknowledged before me on _____, 20____, by _____.

[Name(s) of Person]

As Nye School District 31 Board Chair.

[Signature of Notary]

[Printed Name of Notary]

Notary Public for the State of Montana

Residing at

[City of Residence]

My commission expires: _____ 20____
[Month Day Year]

(SEAL)

(Signature Page 6 to SWC School Compromise Agreement)

Park City School District 5
Park City Elementary and High School
Board Chair
PO Box 278
Park City, MT 59063
(406) 633-2350

Board Chair

STATE OF _____)
County of _____) ss:

This instrument was acknowledged before me on _____ 20____, by _____

[Name(s) of Person]

As **Park City School District 5 Board Chair.**

[Signature of Notary]

[Printed Name of Notary]

Notary Public for the State of Montana

Residing at _____

[City of Residence]

My commission expires: _____ 20____
[Month Day Year]

(SEAL)

(Signature Page 7 to SWC School Compromise Agreement)

Rapelje School District 32
Rapelje Elementary and High School
Board Chair
PO Box 89
Rapelje, MT 59067
(406) 663-2215

Board Chair

STATE OF _____)
County of _____) ss:

This instrument was acknowledged before me on _____ 20 , by

[Name(s) of Person]

As **Rapelje School District 32 Board Chair**.

[Signature of Notary]

[Printed Name of Notary]

Notary Public for the State of Montana

Residing at _____

[City of Residence]

My commission expires: _____ 20_____
[Month Day Year]

(SEAL)

(Signature Page 8 to SWC School Compromise Agreement)

Reed Point School District 9-9

Reed Point Elementary and High School

Board Chair

PO Box 338

Reed Point, MT 59063

(406) 326-2245

Board Chair

STATE OF _____)
County of _____) ss:
County of _____)

This instrument was acknowledged before me on _____ 20____, by _____

[Name(s) of Person]

As Reed Point School District 9-9 Board Chair.

[Signature of Notary]

[Printed Name of Notary]

Notary Public for the State of Montana

Residing at _____

[City of Residence]

My commission expires: _____ 20____
[Month Day Year]

(SEAL)