

TOWN OF DOVRE
SPECIAL TOWN BOARD MEETING

The Dovre Town Board met at 6:00 p.m. on Wednesday April 17, 2019 at the Dovre Town Hall located at 304 25 ½ Street for a Special Town Board Meeting. Four (4) Town of Dovre Residents and Guests signed in and were present. Names of persons present at the meeting are on file with the Clerk/Treasurer.

Chairman Dean Trowbridge called the meeting to order at 6:00 p.m.

Roll call: Supervisors – Dan North – James Plummer – Mitch Hanson and Chairman Dean Trowbridge are all present. Also Present - Clerk/Treasurer – Kelly Phillips and Patrolman David Craton.

Pledge of Allegiance

1. Approval of Agenda: Motion by North second by Hanson to approve the agenda as presented. Motion carried, unanimous yes vote.
2. New Business
 - a. Discussion and possible action regarding Piranha box culvert project agreement
 - i. Town Attorney Konopacki was present via phone and talked about what the Town needed from Piranha and what Piranha needed from the Town. To recap, Piranha's attorney had drafted the documents, the board met and provided input to Attorney Konopacki to make changes and send to Piranha. Piranha is looking for privilege on a town road, which means the government allows an entity to enter ROW to do some sort of project. The terms of these agreements are dictated by state statute. The other agreement is an acknowledgement that Piranha is operating under the Chieftain agreement and agreeing to the reduction of time to notice residents of possible mine action within the PVG eligibility area. The conditions discussed included extending the PVG window from 5 years to 6 years and electing to participate from 1 year to 2 years. Also, the agreement that any properties for sale when mining starts are not able to participate is stricken from new agreement. Supervisor North asked about the financial assurance of \$10,000 and asked what that is for. Attorney Konopacki says the bond filed with the county for reclamation could be used for removing the box culvert if something were to happen and that \$10,000 is the max amount allowed under statute. Piranha will be contractually obligated to pay for all costs and if they can't would look to the bond filed with the county for payment. Supervisor North also asked if the breach of agreement language was stricken? Attorney Konopacki says yes because he doesn't want to tie the town or Piranha to a process. Supervisor North also pointed out the agreement states that Piranha assumes "primary" liability and wonders if that exposes the town at all? Attorney Konopacki says that language has to be in there by statute, but the town has complete municipal immunity from damage claims because this is a legislative decision. Supervisor North also stated that all of the exhibits from the agreement were stricken. Attorney Konopacki says it was fine to keep them in there but was unnecessary for this agreement. A request from Piranha was to make two changes that show up in a number of places. First, the Anderson road issue is to be removed from both agreements because their argument is that the letter from Mr. Vic Serri in 2014 does not bind them

and the letter was not intended to be read as a modification of the operating agreement and Attorney Konopacki agrees. It would not be his recommendation to impose the Anderson road work as a condition for these agreements if the town can't force them by law with this letter and Attorney Konopacki says they have a strong argument. Motion by North second by Hanson to not include the Anderson Mine letter dated 06/10/2014 and not have it be a factor in granting of both agreements. Roll call vote - Trowbridge - Yes; North - Yes; Plummer - Abstain; Hanson - Yes. Motion carried.

- ii. The next issue Attorney Konopacki brings up is that there's part of the PVG agreement that says residents have to sign up should they be eligible if they choose to participate within 12 months and take advantage of that agreement within 5 years. In exchange for approving the shorter notice period the town wants to extend the PVG eligibility period from 5 years to 6 years, change notice period from 1 year to 2 years and eliminate that properties already for sale cannot being included
- iii. Another change is who the PVG applies to. The board asked Piranha to cover everyone who would be covered if this was a new mine and Piranha doesn't want to cover anyone who was already eligible. There are a couple of properties where the PVG eligibility has expired that could possibly be eligible if they approve this change. Attorney Konopacki says it's up to the board. One of the ideas that Piranha came up with is that if board approves this without including the residents, once they submit who they provided notices to, the board could say "you forgot a couple" and go into dispute resolution. Attorney Konopacki doesn't think that's a good solution. If the board wants to put them in, there is no need to go to court for something that the town could require today. There are properties on Exhibit 2 that Piranha says would be impacted. Attorney Konopacki says don't pay attention to it because it's incomplete. The question becomes does the board include the two properties and does the board accept the reduced notice time and an extension of the PVG process? Supervisor Plummer asked what the attorney's opinion is and he said the reduced notice period should be okay and the including the PVG is a policy agreement and says it's up to the board. Motion by Hanson second by Plummer that previous landowners and residents that did not take advantage of the PVG should be eligible if the mine is moving as long as they have not taken advantage of the program already. Roll call vote – Trowbridge – No; North – No; Plummer – Yes; Hanson – Yes. Tie vote – no change to the agreements as written. Motion by Trowbridge second by North to approve the 12 months minus the notice period. Roll call vote - Trowbridge - Yes; North - Yes; Plummer - Yes; Hanson - Yes. Motion carried. Attorney Konopacki has not made any changes to the agreement with respect to PVG. The board can keep discussing the agreements or vote on the whole agreement with something they don't want in there. Motion by Hanson second by North "to stick where they are." Roll call vote - Trowbridge - No; North - Yes; Plummer - Yes; Hanson - Yes. Motion carried. Motion by Hanson second by Plummer to accept both agreements with the changes approved. Roll call vote - Trowbridge - Yes; North - Yes; Plummer - Yes; Hanson - Yes. Motion carried. Attorney Konopacki will make the changes and send to Supervisor Hanson and Chairman Trowbridge to review and if he gets the okay he will send to Tom Olson at Piranha for signature. Motion by Hanson second by North that Piranha must accept both agreements

together. Roll call vote - Trowbridge - Yes; North - Yes; Plummer - Yes; Hanson - Yes.

Motion carried.

- b. Discussion and possible action on lawn mowing bids opened at the 04/09/19 regular monthly meeting: Supervisor North states that the town has requested lawn mowers to have Certificate of Insurance and the one bid we have this year won't get one. Attorney Konopacki advises the board to call the insurance company and ask if the town has any liability. Motion by North second by Trowbridge to approve Payton Trowbridge's bid for the 2019 Town Hall lawn maintenance.
Roll call vote - Trowbridge - Yes; North - Yes; Plummer - Yes; Hanson - Yes. Motion carried.
3. Adjournment: Motion by Trowbridge second by North to adjourn at 7:17 p.m. Motion carried, unanimous yes vote.

Minutes are not official until approved by the board at the next meeting

Kelly Phillips

Clerk/Treasurer

Town of Dovre Barron County