Prairie County Board of Commissioners Meeting

June 27th, 2025

Prairie County Court House Commissioners Room
217 West Park St Terry, MT 59349

www.prairiecounty.org

Prairie County Board of Commissioners Todd Devlin, Christine Keltner and Dennis Teske met in regular session at 9:00 a.m. In attendance Administrative Assistant Harry McNall.

9:00 a.m. Deputy Clerk & Recorder Aria Walters provided correspondence from NextEra.

9:15 a.m. Road Supervisor Todd Henry joined the meeting. Discussion on new hire progress. Todd updated the commissioners on the repairs of the older front-end loader at John Deere.

9:30 a.m. Announcement: the 11:00 a.m. agenda item for "claims" is moved to 4:00 p.m.

9:35 a.m. Todd Henry informed the commissioners about a prairie dog issue affecting one of the county roads. The commissioners will contact BLM to discuss options.

10:00 a.m. Documents received from NextEra (Glendive Wind Project). NextEra Decommissioning Agreement Draft (**Exhibit A**) NextEra New Vendor Questionnaire (**Exhibit B**). County Employee Wade W. Berry retiring letter (**Exhibit C**).

10:30 a.m. The county commissioners will have a working day July 17th to discuss, review, and make amendments to the proposed Decommissioning Agreement Draft agreement, there will be a public comment period after the commissioners finish their discussion and review.

10:40 a.m. Commissioners read the minutes from June 11th, 2025, Commissioners meeting.

10:46 a.m. Commissioner Keltner made a motion to accept the minutes from the June 11th, 2025, Commissioners meeting as corrected, seconded by Commissioner Teske, "all in favor" motion passed.

11:00 a.m. Clerk & Recorder Shari Robertson provided commissioners with payroll.

Prairie County Voucher # 1151 $34,406.69

Prairie County Voucher # 1127 $6,739.35

Prairie County Voucher # 1126 $1,009.07

Prairie County Voucher # 1147 $72,111.98

Prairie County Voucher # 1148 $2,942.00

Prairie County Voucher # 1149 $21,612.65

Prairie County Voucher # 14 $7,879.89

Prairie County Voucher # 1150 $19,067.80

Commissioner Keltner made a motion to sign, RM88 for records that have met their retention dates according to Montana Code 7-5-2132 from the Clerk & Recorders office, seconded by Commissioner Teske, "all in favor" motion passed.

Journal Adjustment # 481, 500, 499, and 501

12:00 p.m. Lunch Break

1:00 p.m. County Treasurer Garrett Lapp provided the commissioners with a balance sheet that shows the county being zero on the bottom line. Commissioners signed off on the final cash reconciliation transaction #59432 A101.

1:10 p.m. Deputy Treasurer Cheryl Morrison discussed with the commissioners a proposal for taking off the option tax for veterans through the Department of Motor Vehicle (DMV). She referenced MCA 61-3-537, more specifically part 3. She feels that the commissioners should pass a resolution to make this permanent within the county. The commissioners would like the Deputy Treasurer to move forward with a resolution to make this permanent.

1:30 p.m. Deputy Clerk & Recorder Aria Walters provided the commissioners with a bid from Shortgrass Web Development for a website build. $3000 for the start up costs and $350 per year thereafter. The account to be used would be building technology 1000.365.

1:54 p.m. Commissioner Teske made a motion to accept the Short Grass Web Development proposal to build and host the county website for $3000.00 for the build and $350.00 per year thereafter, seconded by Commissioner Keltner, "all in favor" motion passed.

2:00 p.m. Commissioners reviewed the US Department of the Interior Soil Exploration Permit for Little Sheep Mountain Gravel Pit.

2:20 p.m. Clerk & Recorder Shari Robertson went over the MACo Property Casualty Insurance Premium invoice of $105,000.00. The county also needs to pay a deductible on our defense insurance through MACo. The payment should be made from account 2190, insurance liability.

2:30 p.m. Commissioner Teske made a motion to pay the defense deductible out of insurance liability account 2190, $5000.00, seconded by Commissioner Keltner, "all in favor" motion passed.

3:00 p.m. Public Comment, no comments made.

3:30 p.m. Clerk & Recorder Shari Robertson joined the meeting to go over budget workbooks.

3:40 p.m. Deputy Clerk & Recorder provided the commissioners with claims to review and sign.

Prairie County Voucher # 1152 $4,670.27

Prairie County Voucher # 1154 $48,398.47

Prairie County Voucher # 1155 $142.16

FY26

Prairie County Voucher $13,805.34

4:45 p.m. Commissioner Teske made a motion to adjourn the meeting, seconded by Commissioner Devlin, "All in favor" motion passed.

Signed this 16th day of July 2025

Todd Devlin

Todd Devlin, Commissioner Chair

ATTEST: Shari Robertson

Shari Robertson, Clerk & Recorder

Exhibit A

NEW VENDOR QUESTIONNAIRE

Conflict of Interest (SECTION A)

Please complete if any connection, relative or financial relationship, as applicable:

1. Are you, or any board members or individuals that are majority owners of the company you are agent for, a previous employee or contractor of NextEra Energy, Inc., its subsidiaries, or any of its Affiliates? YES☐ or NO☑
   - If yes, please describe:_____
2. Are you, or any board members or individuals that are majority owners of the company you are agent for, related to any current or former contractor, employee, officer or director of NextEra Energy, Inc., its subsidiaries, or its Affiliates? YES☐ or NO☑
   - If yes, please describe:_____
3. Are you aware of any relationships, arrangements, transactions, or matters which could create a potential conflict of interest or the appearance of conflict with NextEra Energy, Inc., its subsidiaries, or its Affiliates? YES☐ or NO☑
   - If yes, please describe:_____

Supplier hereby certifies that all information in this form is true and correct. Supplier acknowledges that should Supplier have any potential conflicts of interest(s) that they must be immediately reported to NextEra Energy, Inc.

_____ _____

Signature **Printed Name**

Minority Business Program (SECTION B)

Do you participate and have an active/current certificate in any of the U.S. Minority Business Programs such as Woman Owned, Minority Busines Enterprise or any other? If yes, please communicate with your Business Unit Representative.

Accounts Payable (SECTION C)

ONLY Fill out if unable to receive Electronic Payments

Address where payments are to be made (check payments):

_____

_____

Direct Telephone Number:_____ Ext. Number:_____ Email:_____

Main Telephone Number:_____ Fax Number:_____

Outlook

Energy Tax Credits Information and Request

From Alex Amonette <abamonette@gmail.com>
Date Fri 6/20/2025 11:19 AM
To Clerks office <Clerksoffice@prairiecounty.org>

Good morning, Prairie County Commissioners and Staff,

I wanted to share with you information regarding several energy tax credits that I think Montanans would be wise to urge our members of Congress to protect now while ongoing discussions in Congress are taking place.

My reasons are:

1) These tax credits enable us to attract companies that can implement projects to help us expand our "all of the above" energy policies
2) These projects help generate tax revenues that help counties with our needs, such as improving roads, schools and other infrastructure. The recent *Winds of Change* series in the Montana Adams Publishing Group newspapers, such as the Glendive Ranger-Review and Laurel Outlook provides several quotes from county commissioners that detail how much they are benefiting from these projects.
3) I am following the lead of many House and Senate Republicans who have made statements such as (1) "The layered phase out of the technology neutral tax credits picks winners and losers at a time when our nation is in need of quickly dispatchable power sources," AND "businesses ... have made major domestic investments to reap the economic benefits that incentivized them to build here in the first place." (2) "As our discussions on budget reconciliation continue, we urge you to consider each existing tax credit for its ability to: (1) spur new domestic manufacturing and investment; (2) reduce utility bills for consumers, especially in rural remote communities; and (3) ensure certainty for businesses that have already made meaningful U.S. investments based on the current credit structure." (3) Senator Daines has said: "Ensuring grid reliability, energy affordability, and baseload power should always be our top priorities." (4) "Sen. Kevin Cramer (R-N.D) warned that the [House] Ways and Means proposal to phase out technology-neutral clean electricity tax credits beginning in 2029 would kneecap newer technologies that Republicans favor like advanced nuclear reactors and geothermal that are not ready to be deployed at large scale. "They definitely need more time than that," Cramer said. "It's too short for truly new technologies. We'll have to change that. I don't think it's fair to treat an emerging technology the same as a 30-year-old technology."

I am also writing to ask you to consider urging our Montana delegation to protect the following energy tax credits:

- 48E & 45Y - Clean electricity investment and production tax credits for clean electricity facilities (example, wind farms in Stillwater, Rosebud, Custer, Wheatland, and Meagher counties)
- 45Q - Tax credit for carbon dioxide capture and sequestration
- 45X & 48C - Advanced manufacturing investment and production tax credit for domestic manufacturing of components for carbon capture, solar and wind energy, inverters, battery components, critical minerals, waste reduction, and energy efficiency
- 45Z - Tax credit for domestic production of clean transportation fuels, including sustainable aviation fuels (example: Calumet biofuels in Great Falls)
- 45U - Nuclear power production tax credit (this may be useful for a future nuclear power plant)
- 25D - Residential clean energy credit

Several county commissioners (Wheatland, Rosebud, Golden Valley) have already provided me with letters of support (using the template below). If you would like to join them, I'd be happy to transmit your letter to our MT delegation, or you can send it to them yourself.

Exhibit B

DECOMMISSIONING AGREEMENT

THIS DECOMMISSIONING AGREEMENT (this "Agreement") is made this ____ day of _____, 2025, by and between _____ County, Montana (the "County") and Glendive Wind LLC, a Delaware limited liability company (the "Glendive Wind"). The County and Glendive Wind are each individually a "Party" and collectively the "Parties" hereto.

RECITALS

WHEREAS, Glendive Wind intends to develop, construct, operate and maintain, in one or more phases, a commercial wind energy conversion system on real property partially located within the County, with a nameplate capacity of up to eight hundred (800) megawatts ("MW") and commonly known as Glendive Wind Project (the "Project");

WHEREAS, Mont. Code Ann. § 75-26-304 will require Glendive Wind to submit a Decommissioning Plan for the Project (the "Decommissioning Plan") to the Montana Department of Environmental Quality;

WHEREAS, the Decommissioning Plan will provide for the removal of Project structures and the restoration of the associated land at the end of the operational life of the Project (the "Decommissioning Activities");

WHEREAS, the Decommissioning Plan will contain a decommissioning cost estimate, prepared by an independent and certified professional engineer, estimating the total cost to decommission the Project less the salvage value of components (the "Decommissioning Cost Estimate");

WHEREAS, the Department of Environmental Quality will establish requirements for financial assurances, in the form of bonding, for the Decommissioning Activities in an amount determined by the Department of Environmental Quality (the "Bond"); and

NOW, THEREFORE, in consideration of the mutual promises and covenants in this Agreement, and other good and valuable consideration, the receipt and adequacy of which the Parties hereby acknowledge, the Parties agree as follows:

AGREEMENT

1. Decommissioning Plan.

a. Review of Draft Plan. Before Glendive Wind submits the Decommissioning Plan to the Montana Department of Environmental Quality as required by Mont. Code Ann. § 75-26-304(1)(a)(ii), Glendive Wind shall provide the County a draft of such plan for the County's review and comment. Glendive Wind shall make commercially reasonable efforts to address any written comments received from the County within twenty (20) business days after the County's receipt of the draft Decommissioning Plan. For the avoidance of doubt, Glendive Wind shall not be required

to include the County's comments themselves in the plan nor to submit them along with the Plan.

b. Finalized Plan. Once the Decommissioning Plan has been approved by the Montana Department of Environmental Quality, Glendive Wind shall provide a copy to the County, and shall append a copy to this Agreement as Exhibit A without further action required from either party.

c. Modified/Amended Plans. If the Decommissioning Plan is modified by the Montana Department of Environmental Quality or if the plan is amended by Glendive Wind and thereafter approved by the department, Glendive Wind shall provide an updated copy to the County, and shall replace Exhibit A to this Agreement with such updated copy without further action required from either party.

2. Decommissioning Activities. Glendive Wind shall complete the Decommissioning Activities at Glendive Wind's sole cost and materially in accordance with this Agreement and the Decommissioning Plan.

3. Bond.

a. Initial Bond. Prior to commencing construction of the Project, Glendive Wind shall post an initial bond with the County to secure the performance of the Decommissioning Activities. The amount of such initial bond shall be determined by an independent evaluator in accordance with Mont. Code Ann. § 75-26-304(4)(a) and (b), (8)(a). The initial bond shall be payable to the County.

b. Updated Bond. At the same time Glendive Wind provides the County with a copy of the draft Decommissioning Plan pursuant to Section 1.a., above, Glendive Wind shall provide to the County a copy of the Bond which will be submitted to the state of Montana in accordance with Mont Code Ann. § 75-26-304. The amount of the Bond shall be determined in accordance with Mont. Code Ann. § 75-26-304(4), but in no event shall be less than one hundred percent (100%) of the Decommissioning Cost Estimate. Pursuant to Mont. Code Ann. § 75-26-304(5), the Bond shall be payable to the state of Montana.

c. Replacement of Initial Bond. Once the Decommissioning Plan and accompanying Bond have been approved by the Montana Department of Environmental Quality, and once such approved Bond has been posted by Glendive Wind, Glendive Wind shall be released from the initial bond identified in Section 3.a., above, and the County shall promptly release Glendive Wind therefrom.

4. Failure to Commence Decommissioning Activities. If Glendive Wind fails to commence Decommissioning Activities within twelve (12) months of Project discontinuation or abandonment, and following any applicable notice and cure period, Glendive Wind shall be conclusively deemed to have failed to properly decommission the

Project. Thereafter, the County may notify the Montana Department of Environmental Quality of such failure, which shall cause Glendive Wind to forfeit all of the Bond pursuant to Mont. Code Ann. § 75-26-309(2).

5. No Transferability. No Party may transfer or assign its rights or obligations under the Agreement, in whole or in part, without the other Party's prior written consent; provided, however, Glendive Wind may assign this Agreement without the prior consent of the County in connection with the transfer of ownership of the Project to a successor owner who meets the requirements of Mont. Code Ann. § 75-26-304(10).

6. Notices. All notices shall be in writing and shall be delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid, to the Parties hereto at their respective addresses set forth below:

If to Glendive Wind:

Glendive Wind LLC
Attn: Business Management
700 Universe Boulevard
June Beach, Florida 33408
Telephone: (561) 694-3386
Email: _____

With copy, which shall not constitute notice, to:

Crowley Fleck PLLP
Attn: Lucas H. Forcella
P.O. Box 2529
Billings, MT 59103
Telephone: (406) 255-7211
Email: lforcella@crowleyfleck.com

If to the County:

_____ County, Montana
Attn: County Clerk
_____
_____
Telephone: _____
Email: _____

With copy, which shall not constitute notice, to:

_____ County, Montana
Attn: County Attorney
_____
_____
Telephone: _____
Email: _____

Any Party may change its address for purposes of this Agreement by giving written notice of such change to the other Party in the manner provided in this Section. Any notice provided for herein shall become effective only upon actual receipt by the receiving Party, or five (5) days after mailing via certified or registered mail.

7. Miscellaneous.

a. Remedies and Enforcement. The Parties acknowledge that money damages would not be an adequate remedy for any breach or threatened breach of this Agreement. Each of the Parties covenant and agree that in the event of default of any of the terms, provisions or conditions of this Agreement by any Party (the "Defaulting Party"), which default is not caused by the Party seeking to enforce said provisions (the "Non-Defaulting Party") and after notice and reasonable opportunity to cure has been provided to the Defaulting Party, then in such an event, the Non-Defaulting Party shall have the right to seek specific performance and/or injunctive relief to remedy or prevent any breach or threatened breach of this Agreement. The remedies of specific performance and/or injunctive relief shall be exclusive of any other remedy available at law or in equity.

b. Due Authorization. Glendive Wind hereby represents and warrants that this Agreement has been duly authorized, executed and delivered on behalf of Glendive Wind. The County hereby represents, and warrants that this Agreement has been duly authorized, executed and delivered on behalf of the County.

c. Severability. If any provision of this Agreement proves to be illegal, invalid, or unenforceable, the remainder of this Agreement will not be affected by such finding, and in lieu of each provision of this Agreement that is illegal, invalid, or unenforceable a provision shall be deemed added as may be possible to accurately reflect the intentions of the Parties and so as to make the unenforceable provision legal, valid, and enforceable.

d. Amendments. This Agreement constitutes the entire agreement and understanding of the Parties and supersedes all offers, negotiations and other agreements. There are no representations or understandings of any kind not set forth herein. No amendment or modification to this Agreement or waiver of a Party's rights hereunder shall be binding unless it shall be in writing and signed by both Parties to this Agreement.

e. Notices. All notices shall be in writing and sent (including via email or facsimile transmission) to the Parties hereto at the addresses set forth in the Preamble (or

to such other address as either such Party shall designate in writing to the other Party at any time).

f. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, with the same effect as if the signatures thereto and hereto were upon the instrument. Delivery of an executed counterpart of a signature page to this Agreement by email or facsimile shall be as effective as delivery of an originally signed counterpart to this Agreement.

g. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Montana, irrespective of any conflict of laws provisions. Both Parties desire that the transactions contemplated hereby be effected and carried out in a manner that is in compliance with all laws.

h. Successor and Assigns. This Agreement shall inure to the benefit of and shall be binding upon the Parties hereto, their respective successors, permitted assignees, and legal representatives. This Agreement may not be assigned without the written consent of the Parties, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, Glendive Wind may assign this Agreement to its affiliates and may collaterally assign this Agreement to any lender in support of the Project.

i. Waiver. If either Party waives any term or provision of this Agreement at any time, that waiver will be effective only for the specific instance and specific purpose for which the waiver was given. If either Party fails to exercise or delays exercising any of its rights or remedies under this Agreement, then that Party retains the right to enforce that term or provision at a later time.

j. Further Assurances. Whenever in this Agreement the approval or consent of either County or Glendive Wind is required or contemplated, unless otherwise specifically stated, such approval or consent shall not be made the subject of a demand for additional compensation, nor otherwise unreasonably conditioned, withheld or delayed.

k. Waiver of Jury Trial. In any litigation arising from or related to this Agreement, the Parties hereto each hereby knowingly, voluntarily and intentionally waive the right each may have to a trial by jury with respect to any litigation based hereon, or arising out of, under or in connection with this Agreement.

[*signature page follows*]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed in their respective names by their duly authorized officers.

Glendive Wind:

Glendive Wind, LLC
a Delaware limited liability company

By: _____
Name: _____
Title: _____

Approved as to Form:

By: _____
Name: _____
Title: Counsel for Glendive Wind, LLC

County:

_____ County, Montana

By: _____
Name: _____
Title: _____

ATTEST:

By: _____
Name: _____
Title: County Clerk

Approved as to Form:

By: _____
Name: _____
Title: County Attorney

Exhibit A

DECOMMISSIONING PLAN

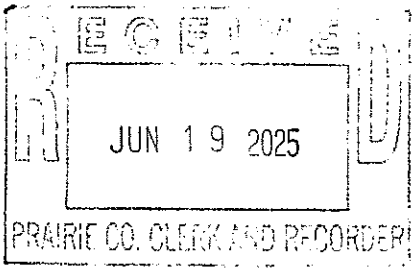
[See attached]

Exhibit C

Prairie County

I Wade W. Berry will be retiring from the road department on July 8, 2025. Thank Prarie County for the job, and Todd Henery for his patience and guideness. He is as good of a boss as I've ever had.

Thanks to the ladies in the courthouse for all of their help also.

Thanks to the commissioners for taking a chance on me, I'm very grateful!

Wade W. Berry