

**MEMORANDUM OF AGREEMENT BETWEEN PONDERAY, IDAHO and
SANDPOINT, IDAHO FOR THE PURPOSE OF PROVIDING TEMPORARY
VEHICULAR ACCESS TO THE PEND D' OREILLE BAY TRAIL FOR THE
DURATION OF CONSTRUCTION ASSOCIATED WITH THE PANHANDLE
SMELTING AND REFINERY BROWNFIELDS CLEAN-UP PROJECT**

I. PARTIES

This document is a Memorandum of Agreement (hereafter MOA) between Idaho municipality Ponderay (hereafter “Ponderay”); and Idaho municipality Sandpoint (hereafter “Sandpoint”) together Ponderay and Sandpoint shall be referred to hereafter as the Parties.

II. PURPOSE

Sandpoint owns property located at 902 Sandpoint Avenue, Sandpoint, Idaho, known as the site of the Sandpoint Water Treatment Plant (hereafter “Plant”). Ponderay received a brownfield multipurpose grant to dispose of contaminated material at the historic Panhandle Smelting and Refining Company (hereafter “PSRC”) site, commonly known as “Black Rock”. Access through the plant is the only vehicular access to the Pend d’ Oreille Bay Trail, making it essential to the completion of this project.

III. ACKNOWLEDGEMENTS AND OBLIGATIONS

- a. Sandpoint is the owner of the land housing the plant located at 902 Sandpoint Avenue which holds the only vehicular access to the Pend d’ Oreille Bay Trail.
- b. The PSRC site, now owned by Ponderay, left contaminated soils throughout the Black Rock site which is used by both Ponderay and Sandpoint residents for recreation. Ponderay and Sandpoint recognize the health benefits of the project.
- c. The PSRC project includes recreational improvements such as a park, scenic lookout, informational signage and additional trails which will benefit the residents of both Sandpoint and Ponderay.
- d. Ponderay requires vehicular access through the plant for the purpose of construction access, to truck clean material to the PSRC site and to transport equipment in and out of the site. Sandpoint agrees to provide construction-related access through the water treatment plant for the duration of the project.
- e. Contaminated material from the PSRC project will be placed in an onsite repository and will not be trucked through the water treatment plant.
- f. The project is anticipated to begin on April 7, 2026, and is expected to be completed no later than September 30, 2026.

- g. Construction work hours are between the hours of 6:30am and 5pm, Monday through Friday. Access through the Water Treatment Plant is limited to 6:00 a.m. to 5:00 p.m., Monday through Friday, and no access is permitted outside of these hours. Access will be necessary twice a day at a minimum.
- h. It will be necessary to close the trail when hauling occurs for the safety of the patrons. Ponderay is responsible for communicating that information to the public through a community outreach campaign which will begin prior to the start of construction and will continue throughout the project.
- i. The proposed construction will require some trail improvements to facilitate the necessary truck traffic. At the end of this project Ponderay will leave the trail in a condition that is equal to or better than current condition.
- j. The plant and associated access streets will be swept regularly by the contractor throughout the project to maintain a clean site. Washing will occur once per week.
- k. Any damage to the water treatment plant property caused by the contractor during the PSRC project will be repaired to the existing condition. Ponderay shall be responsible for ensuring all repairs are completed in a timely manner and responsible for any costs associated therewith.
- l. Ponderay will provide Sandpoint with a certificate of insurance, naming Sandpoint as an additional insured party prior to the commencement of any access under this Agreement.

IV. TERM

The agreement shall automatically terminate on October 1, 2026, unless modified or revoked through an agreement executed by both parties. Notwithstanding termination, all obligations arising from damage to Plant property, trail restoration, and/or repair completion, shall survive termination of this Agreement until fully performed.

V. AUTHORITY

This Agreement is entered into by the Parties pursuant to the general powers of cities, Idaho Title 50.

VI. PARTIES BOUND

This Agreement shall apply to and be binding upon the parties, their successors, and assigns. The signatories to this Agreement certify that they are fully authorized to execute and legally bind the Parties they represent.

VII. COMMITMENTS

The parties jointly acknowledge the community and health benefits of the Panhandle Smelter and Refining Company EPA Multipurpose Grant brownfield project.

VIII. PARTIES CONTACT INFORMATION

CITY OF PONDERAY
ATTN: Steve Geiger
288 Fourth Street - P.O. Box 500
Ponderay, ID 83852
Tel: 208-265-5468

CITY OF SANDPOINT
ATTN: Jeremy Grimm
1123 Lake Street
Sandpoint, ID 83864

SIGNATURE PAGE

Through the execution of this Memorandum of Agreement the parties agree to the terms provided herein.

Steve Geiger, Mayor DATE

CITY OF PONDERAY

ATTEST:

City Clerk

Deb Ruehle, Council President DATE

CITY OF SANDPOINT

ATTEST:

Meri Jane Bohn, City Clerk