



City of Green River
City Council Meeting
Agenda Documentation

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| Preparation Date: 01/29/20 | Department: Administration |
| Meeting Date: 02/04/20 | Department Head: Reed Clevenger |
| | Presenter: Reed Clevenger |

Subject:

Consideration to Submit a Request Letter and Approve the MOU for the Impact Siting Project

Background/Alternatives:

Individual entities need to send a request letter to DEQ to become a party to the ExxonMobil's siting permit application for the LaBarge Carbon Capture Project (DEQ/ISC 19-06). When the letter is accepted the City can then participate in the hearings as scheduled. The MOU is required in order for entities to receive any Impact Assistance Funds.

Attachments:

MOU & Request Letter

Fiscal Impact:

n/a

Staff Impact:

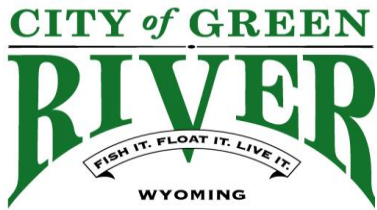
Minimum

Legal Review:

n/a

Suggested Motion:

I move to authorize the submission of a request letter for the Impact Siting Project (DEQ/ISC 19-06) be sent to DEQ and to approve the MOU for the Impact Assistance Funds.



OFFICE OF THE MAYOR

50 E 2nd North Street Green River WY 82935
(307) 872-6136 admininfo@cityofgreenriver.org
www.cityofgreenriver.org

February 4, 2020

Department of Environmental Quality
Kimber Wichmann
Chief Economist
200 West 17th Street, 4th Floor
Cheyenne, WY 82002

Dear Ms. Wichmann:

Please be advised that the City of Green River desires to be a party to ExxonMobil's siting permit application recently filed with your office on January 13, 2020 for the LaBarge Carbon Capture project (DEQ/ISC 19-06). As part of this we will plan to participate in the hearings as scheduled.

If you need additional information to ensure we are a party, please notify Diane Manning at 307-872-6136.

Sincerely,

Pete Rust, Mayor

CC: Green River City Council Members
City Administrator, Reed Clevenger

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE BOARD OF COMMISSIONERS OF THE COUNTY OF LINCOLN WYOMING,
THE TOWN OF LABARGE, WYOMING, THE CITY OF KEMMERER, WYOMING, THE
TOWN OF DIAMONDVILLE, WYOMING, THE TOWN OF OPAL, WYOMING, THE
TOWN OF COKEVILLE, WYOMING, THE BOARD OF COMMISSIONERS OF THE
COUNTY OF SWEETWATER, WYOMING, THE CITY OF ROCK SPRINGS, WYOMING,
THE CITY OF GREEN RIVER, WYOMING AND THE TOWN OF GRANGER,
WYOMING FOR IMPACT ASSISTANCE FUNDS**

1. **Parties.** This Memorandum of Understanding (hereinafter referred to as “MOU”) is made and entered into this ____ day of February, 2020, by and between the Board of Commissioners of the County of Lincoln, Wyoming, a body corporate and political subdivision of the State of Wyoming (hereinafter referred to as “Lincoln County”) whose address is 925 Sage Avenue, Suite 302, Kemmerer, Wyoming 83101, the Town of LaBarge, Wyoming, a Wyoming municipal corporation, (hereinafter referred to as “LaBarge”) whose address is 228 S. LaBarge St., PO Box 327, LaBarge, Wyoming 83123, the City of Kemmerer, a Wyoming municipal corporation, (hereinafter referred to as “Kemmerer”) whose address is 220 State Highway 233, Kemmerer, Wyoming 83101, the Town of Diamondville, Wyoming, a Wyoming municipal corporation (hereinafter referred to as “Diamondville”) whose address is 20 US 30 189, Diamondville, Wyoming, 83116, the Town of Opal, a Wyoming municipal corporation, (hereinafter referred to as “Opal”) whose address is 651 N Front Street, PO Box 130, Opal, Wyoming 83124, the Town of Cokeville, a Wyoming municipal corporation, (hereinafter referred to as “Cokeville”) whose address is 110 Pine Street, PO Box 99, Cokeville, Wyoming 83114, the Board of Commissioners of the County of Sweetwater, Wyoming, a body corporate and political subdivision of the State of Wyoming (hereinafter referred to as “Sweetwater County”) whose address is 80 West Flaming Gorge Way, Suite 150, Green River, Wyoming 82935, the City of Rock Springs, Wyoming, a Wyoming municipal corporation, (hereinafter referred to as “Rock Springs”) whose address is 212 D. Street, Rock Springs, Wyoming 82901, the City of Green River, Wyoming, a Wyoming municipal corporation, (hereinafter referred to as “Green River”) whose address is 50 E 2nd N, Green River, Wyoming 82935, the Town of Granger, a Wyoming municipal corporation, (hereinafter referred to as “Granger”) whose address is PO Box 42, Granger, Wyoming 82934, and hereinafter collectively referred to as “Party” or “Parties.”

WHEREAS, on January 13 of 2020, ExxonMobil submitted to the Wyoming Department of Environment Quality, Industrial Siting a Section 109 Permit Application pursuant to W.S. § 35-12-109 for the LaBarge Carbon Capture Project (hereinafter referred to as “Project”).

Memorandum Of Understanding Between The Board Of Commissioners Of The County Of Lincoln, Wyoming, The Town Of LaBarge, Wyoming, The City Of Kemmerer, Wyoming, The Town Of Diamondville, Wyoming, The Town Of Opal, Wyoming, The Town Of Cokeville, Wyoming, The Board of Commissioners Of The County of Sweetwater, Wyoming, The City of Rock Springs, Wyoming, The City of Green River, Wyoming and The Town of Granger, Wyoming For Impact Assistance Funds

WHEREAS, the Project is to build and operate a Carbon Capture Project that includes additional equipment at the existing Shute Creek Processing Facility in Lincoln County and the adjacent Carbon Dioxide (CO₂) Compression Facility in Sweetwater County. The facility operations are approximately 33 miles northeast of Kemmerer, Wyoming. The ExxonMobil LaBarge gas wellfield and Black Canyon Facility in Sublette County have been in operation since 1986. An industrial siting permit was previously granted, and construction of the Shute Creek Facility began in 1984. The purpose of the new proposed Project is to dispose of excess CO₂ produced from source wells during natural gas production. It is also anticipated that a second phase of the Carbon Capture Project may commence construction over the next several years. The Project will be located in Lincoln and Sweetwater counties. The Project includes construction of new process equipment at the Shute Creek Facility in Lincoln County and at the CO₂ Compression Facility in Sweetwater County along with a new CO₂ disposal well and non-jurisdictional CO₂ pipeline in Lincoln County. The Shute Creek and CO₂ Compression facilities are located on ExxonMobil property. The CO₂ disposal well and CO₂ pipeline will be located on Bureau of Land Management (BLM) leased lands and right-of-way with pipeline to be nine (9) miles (pipeline in Lincoln County). The primary access to the Project from the east will be via I-80, north on State Highway (SH) 372, west on Ranch Road 4-86, and southwest on Lincoln County Road (CR) Shute Creek Road No. 340 to the Shute Creek Facility. Access from the west will be via I-80, north on US 189, east on US Highway 30, north on State Highway (SH) 240 and east on CR 340. Construction is anticipated to commence in August of 2020 and be completed by October of 2022. Non-local construction manpower is anticipated to average 162 workers, and then peak at 388 non-local workers in August and September of 2021 during construction. The local workforce is estimated to average 16 with a peak of 37 in the summer months.

WHEREAS, Wyoming industrial development information and siting rules and regulations define the phrase “area or local government primarily affected by the proposed industrial facility” as “any defined geographical area in which the construction or operation of the industrial facility may significantly affect the environment, population, level of economic well-being, level of social services, or may threaten the health, safety or welfare of present or expected inhabitants” and the definition includes “any such county, incorporated municipality, school district, or combination thereof formed under Wyoming Joint Powers Act,” Chapter 1, Section 2(b), Wyoming Department of Environmental Quality, Administrative Rules and Regulations.

WHEREAS, ExxonMobil’s application recommended that the local governments considered primarily affected by the proposed project include Lincoln County and the communities of LaBarge, Kemmerer, Diamondville, Opal, and Cokeville; and Sweetwater County and the communities of Rock Springs, Green River, and Granger.

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WHEREAS, the Parties are the governing bodies of the local governments which will be primarily affected by the proposed facility.

WHEREAS, the Parties desire to enter an agreement to determine the amounts and schedule for payment distribution of impact assistance funds for the Project.

Now, therefore, in consideration of the Recitals, the terms and conditions hereinafter contained, and for such other good and valuable consideration, the receipt and sufficiency of which are herein acknowledged, the Parties agree as follows:

1. Duration of MOU. This MOU shall be in full force and effect for the period commencing this ____ day of February, 2020 and shall remain in effect until the Project is terminated.

2. Purpose. The purpose of this MOU is to provide the Industrial Siting Council pursuant to W.S. § 39-15-111(c) and (d) and W.S. § 39-16-111 (d) and (e) an amount and schedule for distribution of impact assistance funds as agreed by the Parties.

3. Amount & Schedule for Distribution of Impact Assistance Funds.

3.01. The Parties agree to the amount and schedule for distribution of impact assistance funds as outlined in Exhibit A which is attached hereto and incorporated herein.

3.02. Should a Party request that a distribution be adjusted, revised or modified, the Party shall first seek approval of all Parties prior to submittal to the Industrial Siting Council for their request for any modification of amount or distribution of impact assistance funds. The Parties shall take into consideration the factors as outlined in the Industrial Siting Rules as to whether the social and economic impacts have changed and establish a new distribution if necessary. The Parties may enter into an MOU to adjust, revise or modify a Party's amount of distribution of impact assistance funds; however, such MOU shall be forwarded to the Industrial Siting Council for review and approval.

4. General Provisions.

4.1. Amendments. Any party may request changes to this MOU. Any changes, modifications, revisions or amendments to this MOU which are mutually agreed upon by and between the Parties to this MOU shall be incorporated by written instrument, and effective when executed and signed by all Parties to this MOU.

4.2. Applicable Law. The construction, interpretation and enforcement of this MOU shall be governed by the laws of the State of Wyoming. The courts of the State of Wyoming

shall have jurisdiction over any action arising out of this MOU and over the Parties, and the venue shall be the 3rd Judicial District of the State of Wyoming, Lincoln County, Wyoming.

4.3. Entirety of MOU. This MOU, consisting of fourteen (14) pages and one (1) additional page incorporated herein as Attachment A, represents the entire and integrated MOU between the Parties and supersedes all prior negotiations, representations and MOUs, whether written or oral.

4.4. Severability. Should any portion of this MOU be judicially determined to be illegal or unenforceable, the remainder of the MOU shall continue in full force and effect, and either Party may renegotiate the terms affected by the severance.

4.5. Governmental Immunity. The Parties and their respective governing bodies do not waive their governmental immunity by entering into this MOU, and each fully retains all immunities and defenses available under W.S. § 1-39-104(a) and all other immunities provided by law with respect to any action based on or occurring as a result of this MOU.

4.6. Indemnification. Each Party to this MOU shall assume the risk of liability arising from its own conduct. No Party agrees to insure, defend or indemnify the other Parties.

4.7. Other Interagency MOUs. All Parties to this MOU acknowledge that this MOU does not preclude or preempt each of the Parties individually entering into an MOU with one or more Parties to this MOU or outside of this MOU to modify the amount and distribution schedule of impact assistance funds as outlined in 3.02 herein. Such MOU's shall not nullify the force and effect of this MOU.

4.8. Titles Not Controlling. Titles of paragraphs are for reference only, and shall not be used to construe the language in this MOU.

4.9. Waiver. The waiver or any breach of any term or condition in this MOU shall not be deemed a waiver of any prior or subsequent breach. Failure to object to a breach shall not constitute a waiver.

4.10. Severability. Should any portion of this MOU be judicially determined to be illegal or unenforceable, the remainder of the MOU shall continue in full force and effect, and the parties may renegotiate the terms affected by the severance.

4.11. Time is of the Essence. Time is of the essence in all provisions of the MOU.

Memorandum Of Understanding Between The Board Of Commissioners Of The County Of Lincoln, Wyoming, The Town Of LaBarge, Wyoming, The City Of Kemmerer, Wyoming, The Town Of Diamondville, Wyoming, The Town Of Opal, Wyoming, The Town Of Cokeville, Wyoming, The Board of Commissioners Of The County of Sweetwater, Wyoming, The City of Rock Springs, Wyoming, The City of Green River, Wyoming and The Town of Granger, Wyoming For Impact Assistance Funds

IN WITNESS WHEREOF, the Board of County Commissioners has caused this Memorandum of Understanding to be signed and executed in its behalf by its Chairman, and duly attested by its County Clerk.

BOARD OF COMMISSIONERS OF THE COUNTY OF LINCOLN, WYOMING:

By: _____
Kent Connelly, Chairman

Date: _____

ATTEST:

By: _____
April Brunski
Lincoln County Clerk

IN WITNESS WHEREOF, the Town Council has caused this Memorandum of Understanding to be signed and executed in its behalf by its Mayor, and duly attested by its Town Clerk.

THE TOWN OF LABARGE, WYOMING:

By: _____
Larry Stepp, Mayor

Date: _____

ATTEST:

By: _____
Kelly Shields
LaBarge Town Clerk/Treasurer

IN WITNESS WHEREOF, the City Council has caused this Memorandum of Understanding to be signed and executed in its behalf by its Mayor, and duly attested by its City Clerk.

THE CITY OF KEMMERER, WYOMING:

By: _____
Anthony Tomassi, Mayor

Date: _____

ATTEST:

By: _____
Glenda Young
Administrative Services Director/City Clerk

IN WITNESS WHEREOF, the Town Council has caused this Memorandum of Understanding to be signed and executed in its behalf by its Mayor, and duly attested by its Town Clerk.

THE TOWN OF DIAMONDVILLE, WYOMING:

By: _____
Charles Mark Langley, Mayor

Date: _____

ATTEST:

By: _____
Tina M. Robinson
Diamondville Town Clerk Treasurer

IN WITNESS WHEREOF, the Town Council has caused this Memorandum of Understanding to be signed and executed in its behalf by its Mayor, and duly attested by its Town Clerk.

THE TOWN OF OPAL, WYOMING:

By: _____
Anthony Ritzdorf, Mayor

Date: _____

ATTEST:

By: _____
Laura Gerber
Opal Town Clerk/Treasurer

IN WITNESS WHEREOF, the Town Council has caused this Memorandum of Understanding to be signed and executed in its behalf by its Mayor, and duly attested by its Town Clerk.

THE TOWN OF COKEVILLE, WYOMING:

By: _____
Rose Arndt, Mayor

Date: _____

ATTEST:

By: _____
Jody Harmon
Cokeville Town Clerk

IN WITNESS WHEREOF, the Board of County Commissioners has caused this Memorandum of Understanding to be signed and executed in its behalf by its Chairman, and duly attested by its County Clerk.

**BOARD OF COMMISSIONERS OF THE COUNTY OF
SWEETWATER, WYOMING:**

By: _____
Wally Johnson, Chairman

Date: _____

ATTEST:

By: _____
?? (Name)
Sweetwater County Clerk

IN WITNESS WHEREOF, the City Council has caused this Memorandum of Understanding to be signed and executed in its behalf by its Mayor, and duly attested by its City Clerk.

THE CITY OF ROCK SPRINGS, WYOMING:

By: _____

Timothy A. Kaumo, Mayor

Date: _____

ATTEST:

By: _____

?? (NAME) , Rock Springs City Clerk

Memorandum Of Understanding Between The Board Of Commissioners Of The County Of Lincoln, Wyoming, The Town Of LaBarge, Wyoming, The City Of Kemmerer, Wyoming, The Town Of Diamondville, Wyoming, The Town Of Opal, Wyoming, The Town Of Cokeville, Wyoming, The Board of Commissioners Of The County of Sweetwater, Wyoming, The City of Rock Springs, Wyoming, The City of Green River, Wyoming and The Town of Granger, Wyoming For Impact Assistance Funds

IN WITNESS WHEREOF, the City Council has caused this Memorandum of Understanding to be signed and executed in its behalf by its Mayor, and duly attested by its City Clerk.

THE CITY OF GREEN RIVER, WYOMING:

By: _____

Pete Rust, Mayor

Date: _____

ATTEST:

By: _____

Chris Meats

Green River Director of Finance/City Clerk

Memorandum Of Understanding Between The Board Of Commissioners Of The County Of Lincoln, Wyoming, The Town Of LaBarge, Wyoming, The City Of Kemmerer, Wyoming, The Town Of Diamondville, Wyoming, The Town Of Opal, Wyoming, The Town Of Cokeville, Wyoming, The Board of Commissioners Of The County of Sweetwater, Wyoming, The City of Rock Springs, Wyoming, The City of Green River, Wyoming and The Town of Granger, Wyoming For Impact Assistance Funds

IN WITNESS WHEREOF, the Town Council has caused this Memorandum of Understanding to be signed and executed in its behalf by its Mayor, and duly attested by its Town Clerk.

THE TOWN OF GRANGER, WYOMING:

By: _____

Bradly S. McCollum, Mayor

Date: _____

ATTEST:

By: _____

Teal Romango, Granger Town Clerk/Treasurer

Memorandum Of Understanding Between The Board Of Commissioners Of The County Of Lincoln, Wyoming, The Town Of LaBarge, Wyoming, The City Of Kemmerer, Wyoming, The Town Of Diamondville, Wyoming, The Town Of Opal, Wyoming, The Town Of Cokeville, Wyoming, The Board of Commissioners Of The County of Sweetwater, Wyoming, The City of Rock Springs, Wyoming, The City of Green River, Wyoming and The Town of Granger, Wyoming For Impact Assistance Funds