

**MEMORANDUM OF UNDERSTANDING
MOU 2024-0110**

BETWEEN

**SOUTH DAKOTA SCIENCE AND TECHNOLOGY AUTHORITY
(Operator of the Sanford Underground Research Facility - SURF)**

AND

CITY OF LEAD, SOUTH DAKOTA

This Memorandum of Understanding (MOU) is entered into by and between the **South Dakota Science and Technology Authority** (referred to as the **SDSTA**) and the **City of Lead, SD** (referred to as the **City**).

Purpose

The purpose of this MOU is to document ownership boundaries and maintenance and repair responsibilities for newly installed water mains, building service lines, meters, meter building, fire hydrants and other appurtenances as described on the attached Exhibits.

This MOU supersedes the previous MOU executed in November 2017.

Agreement

The SDSTA and the City enter into this MOU to establish expectations and resources for the above-named purpose.

Scope

1.0 Ownership Boundaries: The potable water mains constructed in 2020 and 2021 and located at the Ross and Yates complexes, along with all appurtenances associated with the mains, are owned, and shall be maintained by SDSTA. The ownership boundaries are illustrated on **Exhibit A** and **Exhibit B**, attached hereto, and incorporated herein by this reference.

Certain pre-existing water mains and associated easements were granted by Homestake Mining Company and Lead-Deadwood Sanitary District No. 1 to the City. Reference is made to The Homestake Mining Company to Lead-Deadwood Sanitary District No. 1, agreement dated 22 December 1993, and filed with the Lawrence County Register of Deeds as document # 94-159, attached hereto as **Exhibit C**; and the Lead-Deadwood Sanitary District No. 1 to City of Lead, Quit Claim Deed dated 24 June 1996, filed with the Lawrence County Register of Deeds document # 96-4928, attached hereto as **Exhibit D**.

2.0 The City holds certain easements over SDSTA property. Active City waterlines are shown on **Exhibits E** and **F**, attached hereto.

3.0 The Yates Complex master meter building is owned and will be maintained by SDSTA. Ownership and maintenance responsibilities of SDSTA begin at the 12” incoming pipeline gate valves located on the east and west side of the building. City owns and maintains all City water pipelines leading into the above- described 12” gate valves as shown on the attached **Exhibit A**

4.0 Fire hydrants covered by this MOU are identified on the attached **Exhibit G**. Hydrants marked #2 through #10 & #14 through #17 are the sole responsibility of SDSTA and will be flow and pressure-tested by SDSTA. Hydrants marked #1, #11, #12, #13 will be flow & pressure tested by SDSTA on an annual basis. Hydrants marked #1, #11, #12, & #13 shall be inspected and maintained by the City on an annual basis.

SDSTA will repair any damage done by its annual pressure and flow tests at SDSTA’s expense. All inspection & maintenance of City hydrants will be done by the City on an annual basis unless circumstance dictate otherwise. Upon request, the City shall provide to SDSTA annual maintenance documentation on these hydrants.

5.0 The City will comply with the safety requirements of the SURF Environment, Safety and Health Manual while conducting any work within SDSTA property boundaries.

6.0 Administrative

6.1 **Personnel:** The City will provide advance notice before dispatching City representatives to SDSTA property by coordinating with either the SDSTA Surface Operations Foreman: (605) 722-5039 or the SDSTA Construction Safety Coordinator: (605) 722-5052.

6.2 **Insurance Requirements:** Prior to undertaking any activities under this MOU, and throughout the life of SDSTA, the City shall have insurance or an acceptable equivalent retained-risk plan or pool to the levels prescribed by the SDSTA risk-assessment process and Risk Transfer Protocols, including, but not limited to:

- Workers’ Compensation for all staff working at the SDSTA, and
- Liability insurance/acceptance of risk for all activities performed on SDSTA property.

7.0 Environment, Safety and Health

The City is responsible for the safety and health of its employees and contractors as well as for implementation of SDSTA-imposed requirements related to worker safety and health. SDSTA may order City representatives to stop work if SDSTA observes unsafe working conditions on SDSTA property.

The City shall have a documented site-specific Environment, Safety and Health Program/Plan in place and accepted by the SDSTA ESH department before work may start. The City's program must be consistent with the requirements in the SURF ESH Manual. The program will be based on the hazards inherent to the means and methods adopted by the City and the associated work environment. Program elements may include those listed on the ESH Manual of the SURF website at <https://www.sanfordlab.org/esh> If the City chooses to adopt one or more specific elements of the SURF ESH program, it must adopt that element in its entirety.

The City is expected to follow a work planning and controls process that is aligned with SURF standards. (See SURF website ESH Manual at <https://www.sanfordlab.org/esh>) The work planning and controls process must be conducted and documented prior to the start of work in the form of a Job Hazards Analysis (JHA). The JHA must be developed by the City and approved by the SDSTA Project Manager and/or ESH Representative. The JHA will be reviewed with the individual(s) expected to perform the work prior to work starting a specified task. Copies of JHA(s) must be present at the location where work is being performed and accessible to the individuals performing the work and to SDSTA representatives.

The City is responsible for obtaining the required training for all personnel before they start work on SURF property. Refer to the ESH Training Standard on the SURF website for site specific training requirements.

The City must submit all names of chemicals to be used at SURF's facility for approval by the ESH department prior to bringing the chemicals onsite. Safety Data Sheets (SDS) must be maintained by the City and be readily available to workers on site.

The City shall provide and wear all industry-standard Personal Protective Equipment (PPE) required for the work including, but not limited to, hard hats, safety toe boots, safety glasses with side shields, hi-visibility clothing, as well as anything else required consistent with a specific scope of work.

The City shall notify the SDSTA representative of any incident immediately and never later than the end of shift on day of incident. The City shall complete the SDSTA ESH-(3000-F)-173324 First Report of Incident and Investigation form and submit to the SDSTA ESH department.

The City shall comply with the SDSTA requirement for no smoking; no use of tobacco products, including vapor; no alcohol or controlled substances; and no weapons within the boundaries of the SDSTA's facility. All property owned and operated by the SDSTA is designated as tobacco and vapor-free; this applies to all areas of the surface.

8.0 Removal of Equipment and Site Cleanup

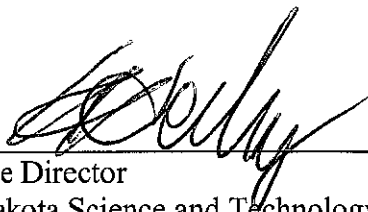
The City shall manage all waste in performance of the work in compliance with the SDSTA's environmental standards and state and federal law. Further, the City shall minimize the generation of all waste and hazardous substances. All disposal and clean-up cost of spills of hazardous/non-hazardous substances and hazardous/non-hazardous debris/waste generated by the City in the performance of the work will be at the expense of the City. The City shall manage all storm water management, including obtaining any necessary permits. Work areas on SDSTA property will be returned to the condition in which the City found them.

9.0 General Provisions

- 9.1 The conduct of cooperative activities contemplated by the MOU is subject to the availability of funding, personnel, and other resources.
- 9.2 Cooperation under this MOU may commence upon signature by both Parties and continue until modified or discontinued by mutual written consent.

Signatures appear on the following page.

Signed, in triplicate:

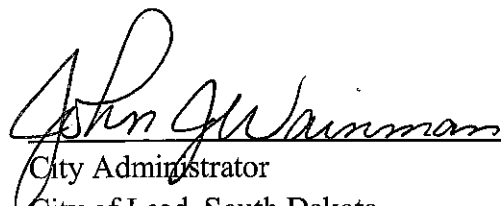


Executive Director
South Dakota Science and Technology Authority

1-10-24
Date

Mayor
City of Lead, South Dakota

Date



City Administrator
City of Lead, South Dakota

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Date

