

BOARD of COMMISSIONERS

COUNTY OF CARBON • STATE OF MONTANA

Post Office Box 887 Pl Red Lodge, MT 59068

Phone: (406) 446-1595 Fax: (406) 446-2640

RESOLUTION 2023-03 A RESOLUTION ESTABLISHING A LOCATION FOR POSTING PUBLIC NOTICES

WHEREAS, Section 7-1-2121 MCA establishes requirements when public notice is to be provided by publication; and,

WHEREAS, Section 7-1- 2122 MCA establishes requirements when public notice is to be provided by mail; and,

WHEREAS, House Bill 334 (2013) establishes requirements when public notice is to be provided by posting and is codified as 7-1-2123 MCA:

7-1-2123. Posting. (1) The governing body shall specify by resolution a public location for posting information and shall order erected a suitable posting board. (2) When posting is required, a copy of the document must be placed on the posting board, and a copy must be available at the office of the county clerk and recorder.

NOW THEREFORE BE IT RESOLVED, that Carbon County hereby designates the following location(s) as the location where public notice will be provided when public notice is to be done by posting:

The widows at the main entrance on the south side of the Carbon County Administration Building located at 17 West 11th Street, Red Lodge, Montana.

DATED this 3rd day of January, 2023.

Carbon County Commissioners

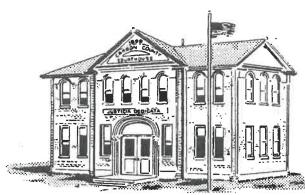
Scott C. Miller Commissioner Dist.#1

Scott Blain Commissioner Dist. #2

Bill E Bullock Commissioner Dist. #3

ATTEST

Macque L. Bohleen, Clerk and Recorder



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RESOLUTION 2023-02

ESTABLISH RATE OF CREDIT FOR INCARCERATION

WHEREAS, under MCA 46-18-403 "A person incarcerated on a bailable offense against whom a judgment of imprisonment is rendered must be allowed credit for each day of incarceration prior to or after conviction, except that the time allowed as a credit may not exceed the term of the prison sentence rendered," and

WHEREAS, A person incarcerated on a bailable offense who does not supply bail and against whom a fine is levied on conviction of the offense may be allowed a credit for each day of incarceration prior to conviction, except that the amount allowed or credited may not exceed the amount of the fine, and

WHEREAS, The daily rate of credit for incarceration must be established annually by the board of county commissioners by resolution. The daily rate must be equal to the actual cost incurred by the detention facility for which the rate is established.

NOW THEREFORE BE IT RESOLVED, effective January 1, 2023 the Credit for Incarceration prior to conviction is established at \$100 per day.

DATED this 3rd day of January, 2023.

Carbon County Commissioners

Scott C. Miller

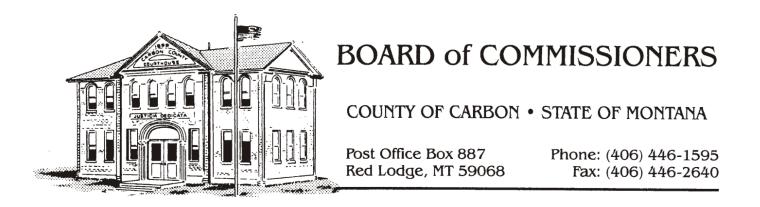
Commissioner Dist.#1

Scott Blain Commissioner Dist. #2

Bill E Bullock Commissioner Dist. #3

ATTEST

Macque L. Bohleen, Clerk and Recorder



RESOLUTION 2016-01

ESTABLISH OFFICE HOURS

WHEREAS, MCA 7-4-102 establishes the procedure for setting the office hours of each officer of the county,

NOW THEREFORE BE IT RESOLVED, the office hours for each of the elected offices of Carbon County will be at a minimum from 8:00am to 5:00pm, each day except Saturday, Sunday, and legal holidays.

Dated this 25th day of January, 2016.

Carbon County Commissioners

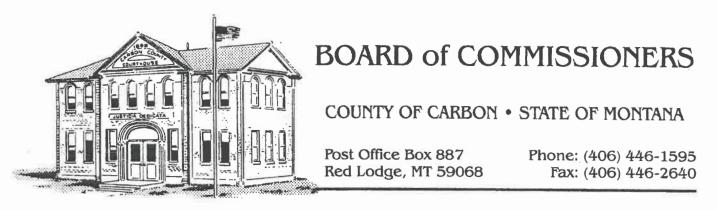
John E. Prinkki, Presiding Officer

Doug Tucker

John L. Grewell

ATTEST

Marcia Henigman, Clerk and Recorder



CARBON COUNTY RESOLUTION 2019-11

Resolution Setting Meeting Dates for the Carbon County Commissioners

WHEREAS, the Carbon County Commissioners shall establish regular meeting dates for the purpose of conducting the Counties business per 7-5-2122 MCA, and

WHEREAS, the Carbon County Commissioners will meet at the Administration Building in Red Lodge, Montana, and

WHEREAS, the Carbon County Commissioners may meet at alternate location with proper public notice designating that location and times, and

WHEREAS, the Carbon County Commissioners, at all meetings will have public comment period, and

NOW THEREFORE, BE IT RESOLVED, that the Carbon County Commissioners will set Tuesday and Thursdays starting at 0830 A.M. as the meeting dates and times, exceptions are legal holidays set by M.C.A. 1-1-216, and

NOW THEREFORE, BE IT RESOLVED, that this resolution will take effect upon passage, with the first regular Tuesday meeting to be held on August 6, 2019, and

NOW THEREFORE, BE IT RESOLVED, that Resolution 2013-02 is hereby rescinded.

Dated this 29 day of July 2019.

Carbon County Commissioners

Robert "Pits" DeArmond Commissioner Dist.#1

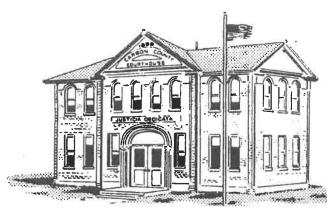
ATTEST

Christing I Iloval

Christine L. Stovall, Clerk and Recorder

Scott Blain Commissioner Dist. #2

Bill E Bullock Commissioner Dist. #3



BOARD of COMMISSIONERS

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RESOLUTION 2023-01 A RESOLUTION ESTABLISHING THE 2023 FIRE SEASON AND RELATED BURN PERMITS AND FEES FOR CARBON COUNTY, MONTANA

WHEREAS, Section 7-33-2205, MCA, provides that the county governing body may, at its discretion, establish fire seasons annually, during which time no person may ignite or set a fire, slash-burning fire, debris-burning fire, or open fire within the Carbon County fire protection areas on any forest, range, or croplands without having obtained an official written permit to ignite or set such fire from the recognized protection agency for that protection area, excluding Forest Service Affidavit lands which will require a Forest Service issued permit; and

WHEREAS, Section 7-33-2206, MCA, provides that any person who ignites or sets any forest fire, slash-burning fire, land-clearing fire, debris-burning fire, or open fire within any forest, range, or croplands during the fire season without first having obtained a written permit to ignite or set such fire is guilty of a misdemeanor punishable by a fine not to exceed \$500 or be imprisoned in the county jail for any term not to exceed six (6) months, or both; and

WHEREAS, Carbon County incurs outside costs to maintain and enhance a web-based burn permit service; and

WHEREAS, Section 2-17-1101, MCA through 2-17-1103, MCA (Montana Electronic Government Services Act) and Section 7-5-2101, MCA and 7-5-2102, MCA authorizes the Board of County Commissioners (BOCC) to charge fees to recover costs associated with electronic government and business; and

WHEREAS, a person must obtain a permit on-line at <u>https://app.egovmt.com/burpermit/</u> OR by calling 445-7270 OR in-person at the Sheriff's Office, 102 S. Broadway, Red Lodge, MT. 59068, before igniting any fire referred to above.

WHEREAS, 7-33-2203, MCA authorizes the BOCC to appoint a county official who in the opinion of the BOCC is best qualified to perform the duties of the office of County Rural Fire Chief; and

WHEREAS, the Carbon County GIS Manager/Fire Warden is appointed the County Rural Fire Chief; and

WHEREAS, the primary responsibility of the County Rural Fire Chief will be to order the temporary closure of the burn season for the entire county or by fire district in the event of extreme fire conditions, and

WHEREAS, the burn permit must be activated by calling 1-844-286-7968 or by using the Website, <u>https://app.egovmt.com/burpermit/</u>,

NOW, THEREFORE, BE IT RESOLVED, the Carbon County Board of Commissioners establish the Annual Fire Season as the period from January 1, 2023 through December 31, 2023. A person must obtain a permit on-line at <u>https://app.egovmt.com/burpermit/</u>, or by calling 445-7270, or in person at the County Sheriff's Office at 102 N Broadway in Red Lodge before igniting any fire.

BE IT FURTHER RESOLVED, the Carbon County Fire Chief may issue a burn ban anytime the National Weather Service issues a Fire Weather Warning, Red Flag Warning, Rangeland Fire Statement, Fire Weather Watch, High Wind Warning, High Wind Watch, or Wind Advisory or if winds are predicted to adversely affect burning in the County.

BE IT FURTHER RESOLVED, the annual cost to obtain or renew a burn permit is \$5.00 (Five Dollars and Zero Cents) to offset the cost of permitting, any surplus funds will be used for advertising permit renewals and fire education. The permit may be used multiple times during the Fire Season for all properties listed on the permit.

BE IT FURTHER RESOLVED, the effective date if this resolution is January 1, 2023.

DATED this 3rd day of January, 2023.

Carbon County Commissioners

Scott C. Miller Commissioner Dist.#1

Scott Blain Commissioner Dist. #2

Bill E Bullock Commissioner Dist. #3

ATTEST

Macque L. Bohleen, Clerk and Recorder

RESOLUTION 2023-1: A RESOLUTION ESTABLISHING THE 2023 FIRE SEASON AND RELATED BURN PERMITS AND FEES FOR CARBON COUNTY, MONTANA



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CARBON COUNTY RESOLUTION 2023-14 Resolution Establishing Per Diem Travel Rates

WHEREAS, 2-18-501 Montana Code Annotated (MCA) establishes reimbursement rates for lodging and meals while traveling on County Business within and outside the State of Montana, and

WHEREAS, 2-18-502 MCA sets forth the following provisions for the computation of meal reimbursements. In order to claim an allowance and reimbursement for a meal, you must be in a travel status for more than three continuous hours within one of the following time ranges:

12:01 a.m. to 10 a.m. 10:01 a.m. to 3 p.m. 3:01p.m. to 12 a.m. morning meal (breakfast) allowance

midday meal (lunch) allowance

a.m. evening meal (dinner) allowance

Each time range must be considered separately. For example, if you travel from 8 a.m. to 2 p.m., you receive the allowance only for the midday (lunch) meal.

WHEREAS, the Internal Revenue Service establishes standard mileage rates for business miles driven, and

WHEREAS, 2-18-503 MCA provides for mileage reimbursement rates at 48.15% of the IRS rate for use of privately-owned motor vehicles when a government vehicle is available. Availability of a County vehicle shall be verified with Human Resources prior to the travel event.

NOW THEREFORE BE IT RESOLVED, by the Carbon County Commissioners that per-diem meal reimbursements will be set at the State rates and mileage reimbursements will be set at the Federal rate when a County vehicle is not available and at 48.15% of the IRS rate when a County vehicle is available.

NOW THEREFORE BE IT FURTHER RESOLVED, Resolution 2019-07 is hereby rescinded.

Dated this 25th day of May, 2023.

Carbon County Commissioners

Scott C. Miller Commissioner Dist. #1

Scott Blain Commissioner Dist. #2

Bill E. Bullock Commissioner Dist. #3

ATTEST

Macque L. Bohleen

Macque L. Bohleen, Clerk and Recorder

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Date						Date							
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Purpose													
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3) 4) 5) 6) 7) 8) 9)	Month/Year Department Org Meals Provided Purpose Dates Departure time	Month and year of travel. Department where the employee/non-employee works. Input the org if it is different than the department's default org. List any meals included in the training/meetings. Explain reason for the travel: where and why. Dates of the travel/expense. Time of departure from home or the office, not airport departure time.
10)	Arrival Time	Time of arrival at final destination (e.g., hotel or office, not airport arrival time).
11) 12)	Description/Destination Mode of Travel	Destination or a description of the charge listed. Method of travel. Examples: CA - Commercial Air (Plane): must include amount of ticket in "Rate" and 1 in "Miles". PA - Personal Aircraft PC - Personal Car (not a motor pool or rental car) CC - County Car (car, truck, mini van, etc.)
13)	Miles	For travel in a personal car or aircraft, list the total miles traveled (nearest tenth of a mile). Input "1" for commercial transportation.
14)	Rate	Rate received per mile or the cost of the commercial transportation (see travel regulations for current rates, web page link above).
15)	Lodging	Amount paid for lodging including tax (movies, phone charges, room service excluded).
16)	Meals	Amount of per diem entitled to (not the actual cost); meals provided are not allowable.
17)	Other Expense	Allowable. Allowable expenses that are not listed anywhere else. If any item is \$25 or more, a receipt must be attached, unless the receipt is with the state credit card/invoice claim. Agencies may choose to include registration fees as part of this category.
18) 19) 20)	Amount Charged on State Credit Card Non-Permanent Travel Advance Itemization of State Credit Card/Warrant Chgs	This will populate from the itemization below. List amount of non-permanent advance received (warrant or payroll). List all charges on state credit card or warrant (e.g., registration, lodging, rental car, airline, etc.). For items charged on a state credit card or paid by a warrant, the receipt/invoice should be kept with the credit card/invoice claim.
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car rental of \$150 paid by county credit card on 3/18/05 parking at airport for \$10 on 3/18/05

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1/15/05		-			Airline ticket		1.0	695	695.00				695.00
3/15/05	5:45	am	8:00	pm	Helena to Boston	CA				110.00	28.00	10.00	148.00
3/16/05		-			Lodging & per diem					110.00	22.00		132.00
3/17/05					Lodging & per diem					110.00	28.00		138.00
3/18/05	4:00	pm	11:00	pm	Boston to Helena	CA					28.00	170.00	198.00
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Other Exp I	·				50 (3/18/05); Shuttle - \$20 (3/15	/05, 3/18/05;); Airport Park	ing - \$10 (3/18/05)		Due to Carb		145.00
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STATE OF MONTANA

PERSONAL VEHICLE USE AUTHORIZATION FORM

1) Agency Numb	er/Name	2) Division		
3) Org Number	4) Name of Person(s) Trave	eling/Employee ID#		
5) Justification fo	r personal vehicle use			
of personal vehicle usa	ehicle on state business who is rein ponsibility and Verification Act, Titl e liability as provided by the DOA R	e 61. Chapter 6. Part 1 an	d Title 61, Chapter 6, Part 3, MC.	ons of the Motor A, and must be aware
6) Trip Itinerary (i	nclude dates)			
7) Estimated Trip	Miles			
Use of a personal v listed below is met. 8) Rate Requested	rehicle on state business is rein Refer to the Employee Trave	mbursed at the stand Policy for conditions	ard mileage rate unless on and rates.	e of the conditions
Standard	Rate * High Rate ≤1,	000 miles/mo	* Low Rate >1,000 mile	es/mo
* If requesting reim	bursement at the high or low	rate, check the appli	cable reason below:	
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2. The use	of a personal vehicle is in the	best interest of the s	tate; or	
3. Legislat	or or member of the public on a	official state business	j	
9) Traveler's Signa	ature	Title	Da	ite
	Approval to be Compl	eted by Agency Aut	horized Personnel	
Rate Approved [Standard High	Low	Not Approved	
Authorized Agenc		Fitle		Date
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REVISED 10/17

STATE OF MONTANA

PEOLIEST FOR LODO

1) Agency Number/Name 2) Division 3) Org Number 4) Name of Person(s) Staying at Lodging Facility/Employee ID# 5) Itinerary Destination: Travel Dates: Hotel: Hotel: Hotel Phone Number: Details: Out-of-State Lodging C 6) See Lodging Rates Policy on the Employee Travel Website In-State Lodging C In-State Room Rate Offered \$ Out-of-State Room Rate Offered \$ Lodging per diem Rate per State policy. \$ 1. Lodging per diem Rate per State policy. \$ 2. Lodging per diem Rate per State policy. \$ 2. Justification for Hotel Selection (Please elaborate here and check appropriate box below.)	ACTUAL COST	REIMBURSEMENT AT AC				
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Lodging per diem Rate per State policy. \$ Lodging per diem Rate per Federal policy. \$		Out-of-State Lodging	Ĩ]	In-State Lodging
	\$	Out-of-State Room Rate Offered		\$	Offered	In-State Room Rate
7) Justification for Hotel Selection (Please elaborate here and check appropriate box below.)	су \$	Lodging per diem Rate per Federal policy		\$	ate per State policy.	Lodging per diem Ra
Lodoing rates provided by State Lodoing Dates Dationary 11, 11, 11, 11, 11, 11, 11, 11, 11, 11						
Lodging rates provided by State Lodging Rates Policy are unavailable within a reasonable distance from the tra destination. Employee inquired with multiple lodging facilities searching for acceptable State or GSA Federal rates and the state of the stat	e from the travel A Federal rates.	are unavailable within a reasonable distance ficial for acceptable State or GSA	odging facil	ng Rates ultiple lo	loyee inquired with mu	destination. Empl
There is reasonable cause to believe personal safety could be at risk in the available lodging facilities that comp with State or GSA Federal rates.	ties that comply	ould be at risk in the available lodging facilities	l safety cou	ersonal	ble cause to believe p A Federal rates.	There is reasonal with State or GSA
It is necessary to stay at a specific hotel for a conference, meeting, or for purposes of accessibility, security, or o logistical reasons relating to the employee's travel.	, security, or other	ce, meeting, or for purposes of accessibility, s	conference avel.	el for a c yee's tra	stay at a specific hote relating to the employ	It is necessary to logistical reasons
8) Submitted By Title Date	Date		Title			8) Submitted By
Approval of Authorized Agency Personnel per Department Policy		ersonnel per Department Policy	gency Pe	orized A	Approval of Autho	
Supervisor Date Administrator Date	Date	Administrator	A A	Date		Supervisor
Dept. Head/Designee Date				Date		Dept. Head/Designee

NOTE: A travel expense voucher form must be filed within three months after incurring the travel expenses, otherwise the right to reimbursement will be waived.

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STATE OF MONTANA

REQUEST AND JUSTIFICATION FOR OUT-OF-STATE TRAVEL

				FOR OUT-OF-S	STATE TRAV
1) Agency Number/	Name		2) Division		
3) Org Number	4) Name of Persor	ı(s) Travelin	g/Employee ID#		
5) Justification					
5) Sustineation					
6) Itinerary					
Destination:					
Travel Dates:					
7) Estimated Costs					
Transportation \$	Meals \$		Lodging \$	Other \$	
Total estimated cos	t \$				
Provide details to su (Example: registration	upport estimated costs: on, taxi, etc. Provide H	otel Name ar	nd Phone Number if y	our Agency requires th	s information)
3) Submitted By			Title		Date
B) Submitted By			Title		Date
3) Submitted By	Approval of Author	rized Agenc		partment Policy	Date
3) Submitted By	Approval of Author	rized Agenc		partment Policy	Date

NOTE: A travel expense voucher form must be filed within three months after incurring the travel expenses, otherwise the right to reimbursement will be waived.

REVISED 11/17

Commissioners' Rules of Procedure

Purpose and Authority

Article II of the Montana Constitution sets forth the rights of the people of Montana. Sections of this article specify the people's right to observe their government:

Section 8. Right of participation. The public has the right to expect governmental agencies to afford such reasonable opportunity for citizen participation in the operation of the agencies prior to the final decision as may be provided by law.

Section 9. Right to know. No person shall be deprived of the right to examine documents or to observe the deliberations of all public bodies or agencies of state government and its subdivisions, except in cases in which the demand of individual privacy clearly exceeds the merits of public disclosure.

And the U.S. Constitution provides in the 1st Amendment that Congress shall make no law abridging the freedom of the right of the people to peaceably assemble, and to petition the government for redress of grievances. With full compliance to the U.S. and Montana Constitutions, the Carbon County Board of Commissioners promulgate these rules and regulations in order to ensure orderly meetings that encourage public participation. The following guiding principles have been the foundation of the formation of these rules:

- The Commission must act as a body
- The Commission should proceed in the most efficient manner possible.
- The Commission must act by at least a majority.
- Every Commissioner must have an equal opportunity to participate in decision-making.
- The Commissioner's Rules of Procedure must be followed consistently.
- The Commission's actions should be the result of a decision on the merits and not a manipulation of the procedural rules.
- Meetings are accomplished in the spirit of openness with the encouragement of public participation.

No deliberative body can efficiently perform without rules of procedure. While rules cannot ensure civility and comment accuracy, or eliminate demagogy, clear rules and their fair and consistent application can lead to an orderly process. Our system of government, with its foundation in a robust, free exchange of ideas and lofty First Amendment aspirations, militates against controlled civil discourse. Certainly, civility cannot be mandated, but order has to be maintained. At the same time, the Commission has to provide a broad opportunity for public participation. As said by Justice Felix Frankfurter in Baumgartner v. United States, 322 U.S. 665, 673-4 (1944), "One of the prerogatives of American citizenship is the right to criticize public men and measures – and that means not only informed and responsible criticism but the freedom to speak foolishly and without moderation."

The following rules are content-neutral time, place, and manner regulations which are narrowly tailored to serve a significant government interest, and leave open ample alternative channels of communication. The significant government interest being an orderly meeting.

1. MEETINGS -

1.1 Open Meetings - All meetings of the County Commission are open to the public unless closed as provided by statute and the Constitution of the State of Montana for legal strategy or to protect the Right to Privacy of employees or members of the public. Notice will NOT be given of Consent Agenda items, routine managerial matters, or ministerial actions.

1.2 Regular Meetings - Regular meeting days and times shall be established by resolution per 7-5-2122, MCA. A Quorum of commissioners present at an event or meeting of another entity or organization does not constitute a meeting as long as no issues over which the commission has supervision, control, jurisdiction, or advisory power are discussed or heard (7-5-2122(4), MCA). Issues over which the commission has supervision, control, jurisdiction, or advisory power are discussed or heard, the commissioners present shall provide a report at the commission's next regularly scheduled public meeting.

1.3 Procedure to Change Location of Regular Meeting or to Call a Special Meeting – The Board may, by resolution and having provided at least 2 days' posted public notice in accordance with 7-1-2123 MCA, designate another meeting time or place.

1.4 Emergency Meetings – An emergency meeting may be called by an individual Commissioner to adopt an emergency or disaster declaration pursuant to 10-3-402 and 10-3-403 MCA and to coordinate response to the emergency or disaster being declared. Notice of the meeting will be provided via posting at the location identified in Resolution under 7-1-2121 MCA.

1.5 Meeting Minutes – Commissioners designate their written minutes recorded with the Clerk and Recorder as Official Minutes. Any subsequent recordings are provided to aid in preparing the official minutes or for the public's convenience and will not constitute a permanent record.

2. AGENDAS

2.1 Agendas – All Regular and Special meetings of the Board of Commissioners shall have an agenda setting forth the order and subjects of business.

2.2 Placing Items on the Agenda – Requests to place an item on the Agenda shall be made to the Administrative Officer by 12:00 (noon) the Monday the week before the meeting. This time requirement is to ensure all items are placed on the agenda published in the newspaper. The Presiding Officer may allow an item to be placed on the agenda that is not included in the publication.

2.3 Regular Update meetings - Commissioners have set forth regularly scheduled updates with various elected officials, department heads, and representatives of other entities. These meetings and any associated documents are considered administrative and do not require submittal of information prior to the meeting.

2.4 Presentation of Documents - Non-administrative documents should be presented to the Administrative Officer when <u>and an</u> item is placed on the agenda, but shall be presented no later than 48 hours before the scheduled meeting time. Each document requiring signature shall

Commissioners' Rules of Procedures

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be separately noticed (ie. both a grant application and a grant agreement must be placed individually on the agenda).

2.5 Agenda item time limits – Commissioners meetings are typically scheduled in 30 minutes<u>30-minute</u> time slots.

3. CONDUCT OF MEETINGS

3.1 Roberts Rules of Order - This <u>SectionChapter</u> shall govern the County Commission in regards regard to the parliamentary procedure of meetings, however, for those areas of parliamentary procedure in which this <u>Chapter Section</u> is silent, the rules of parliamentary procedure contained in Robert's Rules of Order, Newly Revised, 10th Edition, and any subsequent editions or amendments thereto, if any, shall govern the County Commission so long as Robert's Rules of Order are not inconsistent with the provisions outlined herein or the Statutes of the State of Montana.

3.2 Public Comment – Civil Public Comment is welcome and encouraged. Citizens who wish to speak must speak on matters relevant to County Business. A person seeking recognition at the meeting may be required to give their name and affiliation. All such comments will be directed to the Commission, never to another citizen, guest, employee, or visiting expert.

3.2.a Time for Comment – the first 30 minutes of any Regular Meeting Agenda shall be reserved for public comments on matters within the Commissioners' jurisdiction. This time is strictly for public comment; discussion of the Commission will be reserved until such a time as the item is on a noticed agenda. The Presiding Officer shall call for public comment for each item on the agenda, prior to a decision being rendered.

3.2.b Limits – Each member of the public shall be limited to one five (5) minute comment per topic. In the event that there is an abundance of public comment, the time limit may be shortened by a motion and vote of the Commissioners.

3.2.c Written Comments - Requests to read written or emailed correspondence into the public record must be accompanied by the author's name and address for verification of the record. Unanimous submissions will not be accepted. Written and emailed correspondence must follow the civil guidelines established above.

3.3 Preservation of Order - The Presiding Officer shall preserve order, prevent personally directed comments, confine members in debate to the question, and shall decide who shall be first heard. A member called to order at a County Commission meeting shall at once suspend his remarks, unless permitted to explain.

3.4 Disruption of Meeting - If any public meeting is willfully disrupted by a person or group of persons so as to render the orderly conduct of the meeting unfeasible, and order cannot be restored, the Presiding Officer may order the removal of the person or group from the meeting room.

3.5 Proxy Votes Prohibited - A member of the Commission shall not vote by proxy.

3.6 Conflict of Interest and Process to Recuse – Article XII, Section 4 of the Montana Constitution prohibits conflict between public duty and private interest for local officers and employees. In the event that a member has a conflict of interest in a topic before the Commission, they shall formally recuse themselves from debate and vote of the item.

Commissioners' Rules of Procedures

Commented [AN1]: Do we want to limit this to documents with a financial commitment?

3.7 Remote Participation – Remote participation in meetings may be provided upon request. Requests to participate remotely should be made to the Administrative Officer by the end of business the day before the meeting. <u>Those participating remotely shall identify</u> themselves when requested or maybe dismissed.

3.8 Meeting Recess – When Commissioners have gaps in their agenda, meetings may be recessed until such a time as there are scheduled items on the agenda.

Commissioners' Rules of Procedures

4. HUMAN RESOURCES MANAGEMENT

<u>Commissioners wish to set forth the following procedures for the uniform</u> management of staff directly under the supervision of the Board of Commissioners.

4.1 Staff Time Management

4.1.a. Vacation requests shall be made in writing to the Presiding Officer prior to use of leave. Leave is not approved until authorized by the Presiding Officer. Extenuating circumstances will be evaluated on a case by casecase-by-case basis.

4.1.b. Sick leave notices shall be made in writing to the Presiding Officer as soon as possible but no later than 2 hours prior to the start of an employee's scheduled shift.

4.1.c Overtime requests, outside of the preapproved circumstances, shall be made to the Presiding Officer in writing with enough notice that overtime can be avoided if not approved. No overtime shall be worked until approved by the Presiding Officer-<u>.A report of tasks completed while in overtime status shall be presented to the Commissioners following the overtime event.</u>

4.1.d Requests for schedule changes shall be made in writing to <u>the</u> Presiding Officer with sufficient notice for preapproval.

4.1.e All requests shall be approved in writing and submitted to Human Resources to refer to with time card reviews.

4.1.f Monthly written reports or text messages are NOT a sufficient mechanism to request leave, overtime, or schedule changes.

4.2 Staff Coaching and Discipline

4.2.a Complaints regarding staff directly supervised by the Board of Commissioners shall be made to Human Resources (HR). HR will initiate an investigation with the Presiding Officer unless HR determines that another Commissioner needs to be involved to eliminate conflicts of interest.

4.2.b Policy or protocol violations shall be presented to HR who will follow the investigative procedure outlined above.

4.2.c If HR and the investigating Commissioner recommend discipline at the level of a written warning level or above, the discipline shall be elevated to a discussion and decision of the full Commission.

Commissioners' Rules of Procedures

PUBLIC NOTICE CARBON COUNTY BOARD APPOINTMENTS

The Carbon County Commissioners seek individuals interested in serving on the various Carbon County boards. The available positions are for terms expiring 12/31/2023 and current vacancies. Carbon County values public involvement in local government and is accepting applications for all below positions:

Cemetery Dist #1 Rockvale, 3-year term Cemetery Dist #2 Bridger, 3-year term Cemetery Dist #3 Joliet, 3-year term Cemetery Dist #4 Belfry, 3-year term Cemetery Dist #5 Roscoe, 3-year term Cemetery Dist #6 Roberts, 3-year term Cemetery Dist #6 Roberts, 3-year term Cemetery Dist #7 Luther, 3-year term Cemetery Dist #8 Red Lodge, At large, 3-year term Clarks Fork Valley TV Dist #1, 3-year term Clarks Fork Valley TV Dist #1, 3-year term Compensation Board, Dist #1, 3-year term Edgar Sewer & Lighting, 3-year term Edgar Sewer & Lighting, 3-year term Edgar Sewer & Lighting, the remainder of a 3-year term to expire 12/31/2025 Fair, At large, 3-year term Fair, Dist #3, 3-year term Health, 3-year term Historic Preservation Commission, At large, 2-year term Library, Dist #2, 5-year term Library, At large, 5-year term Planning, Dist #3, 2-year term Planning, At large, 2-year term Planning, At large, remainder of a 2-year term ending 12/31/2024 Tax Appeal, Dist #1, 3-year term Weed Dist #3, 3-year term Weed At large, 3-year term

Applications are available on the County's website <u>http://co.carbon.mt.us/county-boards/</u> or at the Clerk and Recorders Office located at 17 West 11th Street, Red Lodge, MT. Please call the Commissioners' Office with questions 406-446-1595. Please submit applications by Tuesday January 2, 2024 at 11:00 am when appointments will be made.

CONTINUED ON REVERSE $14-21$	SLS 015 MONTANA 10/13 PAGE 1	COPY 1 OF 1					K K K
re loaded into Company's truck. Title to and at no time pass to Company.	Company shall acquire title to Waste Materials when they are loaded into Company's truck. or any Excluded Waste shall remain with Customer and shall at no time pass to Company.	TITLE: Company shall acc liability for any Excluded Wa	ENTERED BY DATE	CONTRACT APPROVAL	0000 CREDIT LIMIT	JONES JULIA CREDIT APPROVAL	41 RENEW. MIG
WASTE MATERIALS . The Waste Materials shall not contain any hazardous materials, wastes or substances; toxic substances, wastes or pollutants; contaminants; pollutants; infectious wastes; medical wastes; or radioactive wastes (collectively, "Excluded Waste"), each as defined by applicable federal, state or local laws or regulations (collectively, "Applicable Laws"). Customer shall indemnify, defend and hold harmless Company from and against any and all claims, damages, suits, penalties, fines, remediation costs, and liabilities (including court costs and reasonable attorneys' fees) ("collectively, "Losses") resulting from the inclusion of Excluded Waste in the Waste Materials.	WASTE MATERIALS . The Waste Materials shall not contain any hazardous materials, wastes or substances substances, wastes or pollutants; contaminants; pollutants; infectious wastes; medical wastes; or radioactive w (collectively, "Excluded Waste"), each as defined by applicable federal, state or local laws or regulations (collec "Applicable Laws"). Customer shall indemnify, defend and hold harmless Company from and against any a claims, damages, suits, penalties, fines, remediation costs, and liabilities (including court costs and rease attorneys' fees) ("collectively, "Losses") resulting from the inclusion of Excluded Waste in the Waste Materials	WASTE MATERIALS. The substances, wastes or pollui (collectively, "Excluded Was "Applicable Laws"). Custon claims, damages, suits, pe attorneys' fees) ("collectively	CREDIT AVALVST	CASH TOLERANCE SUSPEND CTTP PURCHASE ORDER NUMBER PURCHASE ORDER NUMBER	CUSTOMER CATEG. CASH T REVIEW DATE C.P.I. Ogganation REVIEW DATE C.P.I. Ogganation Y 0.1 TAX CODE	NATIONAL ACCOUNT NUMBER CONTINUIT ETERM 8/01/14 SALES REPRESENTATIVE	SITE NUMBER 00001 TERRITORY
TERM. THE INITIAL TERM OF THIS AGREEMENT SHALL START ON THE DATE OF THIS AGHELMENT AND CONTINUE FOR 36 MONTHS THEREAFTER. THIS AGREEMENT SHALL AUTOMATICALLY RENEW FOR SUCCESSIVE 36 MONTH TERMS UNLESS EITHER PARTY GIVES WRITTEN NOTICE OF TERMINATION TO THE OTHER AT LEAST 60 DAYS BEFORE THE END OF THE THEN CURRENT TERM. ANY NOTICE OF TERMINATION UNDER THIS AGREEMENT BY CUSTOMER SHALL BE VOID UNLESS SENT VIA CERTIFIED MAIL, RETURN RECEIPT REQUESTED, AND ACTUALLY RECEIVED BY COMPANY.	A OF THIS AGREEMENT SHALL START O ITHS THEREAFTER. THIS AGREEMEN TERMS UNLESS EITHER PARTY GIVES O DAYS BEFORE THE END OF THE TH HIS AGREEMENT BY CUSTOMER SHALL REQUESTED, AND ACTUALLY RECEIVED	TERM. THE INITIAL TERN CONTINUE FOR 36 MON SUCCESSIVE 36 MONTH THE OTHER AT LEAST 61 TERMINATION UNDER TH MAIL, RETURN RECEIPT F	Pate based onlbs/yd. PATOR I.D. NUMBER?	Are b SE ONLY STE GENERATO	FACILITY HAVE A HAZARDOUS WASTE GENERATOR I.D. NUMBER?	FACILITY HAVE A	DOES I.D. NUMBER
SERVICES . Customer grants to Company the exclusive right to collect and dispose of all of Customer's non- hazardous solid waste materials (including recyclables) (collectively, "Waste Materials"), and Company agrees to furnish such services.	TERMS AND CONDITIONS ants to Company the exclusive right to co erials (including recyclables) (collectively, "	SERVICES. Customer gra hazardous solid waste mate furnish such services.		7		NTS	COMMENTS
DATE AGREEMENT	PLEASE PRINT				(AUTHORIZED SIGNATURE)	(AUTHOR	:
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had read and understands the terms and conditions of this	d individual signing this Agreement on behalf of Customer acknowledges that he or she had read and understands the terms and conditions of this	The undersigned individual signing this Ag	REPUBLIC SERVICES OF MONTANA		ALLIED WASTE SERVICES OF NORTH AMERICA, LLC DBA	D WASTE SERVICES 0	ALLIE
CONTAINER REMOVAL \$100.00	EASIC SERVICE \$89.40 \$89.40	3/02/10 30 0 MONTHLY	4 AA 12	1/ 1W N Y N	1 P N 1CHANG	2.000	고
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SERVICES		RD	ADDRESS 1 N AIRPORT RD	ADD			ATTN.:
REPUBLIC	R	CARBON CO RED LODGE AIRPORT		SITE	FFICES	CARBON COUNT	CUSTOMER
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TERMS AND CONDITIONS (Continued from other side)

from time to time by showing the amount on the invoice; and (c) a late payment fee of 1.25% per month on the amount past due. Customer shall pay Company within 20 days after the date of Corrpany's PAYMENT. Customer shall pay Company for the services and equipment furnished by Company at the rates provided in this Agreement. Customer shall pay all taxes, fees and other governmental charges way of example only, late payment fees, administrative fees and environmental fees), with Company to determine the amounts of such fees in its discretion up to the maximum amount allowed by Applicable Law. Without limiting the foregoing, Customer shall pay Company: (a) a fee of \$50 (which Company may increase from time to time by notice to Customer) for each check submitted by Customer that is an insufficient funds check or is returned or dishonored; (b) a fuel/environmental recovery fee in the amount shown on each of Company's invoices, which amount Company may increase or decrease Customer shall pay such fees as the Company may impose from time to time by notice to Customer (including, invoice. At any time after Company becomes concerned about Customer's creditworthiness or after Customer has made any late payment, Company may request, and if requested Customer shall pay, assessed against or passed through to Company (other than income or real property taxes). a deposit in an amount equal to one month's charges under this Agreement. 20

(a) disposal costs; (b) transportation costs due to a change in location of Customer or the disposal facility used by Company; (c) the Consumer Price Index for all Urban Consumers; (d) the average weight per cubic yard of Customer's Waste Materials above the number of pounds per cubic yard upon which the rates provided in this Agreement are based as indicated on the cover page of this Agreement, or (e) Company's costs due to changes in Applicable Laws. Company may increase rates for reasons other than those set forth above with Customer's consent, which may be evidenced verbally, in writing or by the parties' actions and practices. Company may, from time to time by notice to Customer, increase the rates provided in this Agreement to adjust for any increase in: RATE ADJUSTMENTS.

The parties may change the type, size or amount of equipment, the type or frequency of service, and correspondingly the rates by agreement of the parties, which may be evidenced verbally, in writing or by the parties' actions and practices. This Agreement shall apply to any change of location of Customer within the area in which Company provides collection and disposal services. SERVICE CHANGES.

Customer shall be liable for all loss or damage to such equipment (except for to property (including the equipment) arising out of Customer's use, operation or possession of the equipment. Customer shall provide safe, unobstructed access to the equipment on the scheduled Customer shall use the equipment only for its proper and intended purpose and shall not overload (by weight or volume), move or alter the equipment. Customer shall indemnify, defend and hold harmless Company from and against all Losses arising from any injury or death to persons or loss or damage collection day. Company may charge an additional fee for any additional collection service required by Customer's failure to provide access. Any equipment Company furnishes shall remain Company's property. normal wear and tear and for loss or damage resulting from Company's handling of the equipment). RESPONSIBILITY FOR EQUIPMENT, ACCESS.

DANAGE TO PAVEMENT. Company shall not be responsible for any damages to Customer's pavement, curbing or other driving surfaces resulting from Company's providing service at Customer's location. If any amount due from Customer is not paid within 60 days after the date of Company's invoice, Company may, without notice and without terminating this Agreement, suspend collecting If Company suspends service, Customer shall pay Company a service interruption fee in an arnount determined by and disposing of Waste Materials until Customer has paid such amount to Company. Company in its discretion up to the maximum amount allowed by Applicable Law. SUSPENSION.

the breach. Company's failure to suspend service or terminate this Agreement when Customer fails to timely pay or otherwise breaches this Agreement shall not constitute a waiver of Company's right to TERMINATION. In addition to its above suspension rights, Company may terminate this Agreement immediately by written notice to Customer if (a) any of the information contained in any credit application submitted to Company in connection with this Agreement is untrue or (b) Customer breaches this Agreement and fails to cure such breach within 10 days after Company gives Customer written notice of suspend service or terminate this Agreement for any future failure to pay or other breach. PAYMENT UPON TERMINATION. If Customer terminates this Agreement before its expiration other than as a result of a breach by Company, or if Company terminates this Agreement as a result of a by Customer (including nonpayment), Customer shall pay Company an amount equal to the most recent month's month's monthly charges multiplied by the lesser of (a) six months or (b) the number of months remaining in the term. Customer acknowledges that in the event of such a termination, actual damages to Company would be uncertain and difficult to ascertain, such amount is the best, reasonable and objective estimate of the actual damages to Company, such amount does not constitute a penality, and such amount is reasonable under the circumstances. Any amount payable under this paragraph shall be in addition to amounts already owing under this Agreement.

Company may assign this Agreement without Customer shall not assign this Agreement without Company's prior written consent, which Company shall not unreasonably withhold. Customer's consent. ASSIGNMENT.

EXCUSED PERFORMANCE. Except for Customer's obligation to pay amounts due to Company, any failure or delay in performance due to contingencies beyond a party's reasonable control, including strikes, riots, terrorist acts, compliance with Applicable Laws or governmental orders, fires and acts of God, shall not constitute a breach of this Agreement.

ATTORNEYS' FEES. If any litigation is commenced under this Agreement, the successful party shall be entitled to recover, in addition to such other relief as the court may award, its reasonable attorneys' fees, expert witness fees, littigation related expenses, and court or other costs incurred in such littigation or proceeding.

permitted assigns. If any provision of this Agreement shall be invalid, illegal or unenforceable, it shall be modified so as to be valid, legal and enforceable but so as most nearly to retain the intent of the parties. If such modification is not possible, such provision shall be severed from this Agreement. In either case, the validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected thereby. Custopper and Company agree that an electronically stored copy of this Agreement constitutes proof of the contents of this Agreement, as though it were original. This Agreement sets forth the entire agreement of the parties and supersedes all prior agreements, whether written or oral, that exist between the parties regarding the subject matter Company shall have no confidentiality obligation with respect to any Waste Materials. This Agreement shall be binding upon and inure solely to the benefit of the parties and their MISCELLANEOUS. of this Agreement.

CUSTOMER'S INITIAL:

SLS 015 MONTANA 10/13

DATE:

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TERMS AND CONDITIONS (continued from other side)
PAYMENT. Customer shall pay Company for the services and equipment furnished by Company at the rates provided in this Agreement. Customer shall pay all taxes, fees and other governmental charges assessed against or passed through to Company (other than income or real property taxes). Customer shall pay such fees as the Company may impose from time to time by notice to Customer (including, by way of example only, late payment fees, administrative fees and environmental fees), with Company to determine the amounts of such fees in its discretion up to the maximum amount allowed by Applicable Law. Without limiting the foregoing, Customer shall pay Some from time to time by notice to Customer (including, that is a neutral fees), and environmental fees), which Company may increase from time to time by notice to Customer) for each check submitted by Customer that is an insufficient funds check or is returned or dishonored; (b) a fuel/environmental recovery fee in the amount shown on each of Company's invoices, which amount Company may increase from time to time by showing the amount on the invoice; and (c) a late payment fee of 1.25% per month past due. Customer shall pay Company within 20 days after the date of Company's invoice. At any time after Company becomes concerned about Customer's or after Company with a mount equal to one month's charges under this Agreement.
RATE ADJUSTIMENTS. Company may, from time to time by notice to Customer, increase the rates provided in this Agreement to adjust for any increase in: (a) disposal costs; (b) transportation costs due to a change in location of Customer of Customer's Waste Materials above the number of pounds per cubic yard of Customer's Waste in Applicable Laws. Company may increase rates for reasons other than those set forth above with Customer's consent, which may be evidenced verbally, in writing or by the parties' actions and practices.
SERVICE CHANGES. The parties may change the type, size or amount of equipment, the type or frequency of service, and correspondingly the rates by agreement of the parties, which may be evidenced verbally, in writing or by the parties' actions and practices. This Agreement shall apply to any change of location of Customer within the area in which Company provides collection and disposal services.
RESPONSIBILITY FOR EQUIPMENT; ACCESS. Any equipment Company furnishes shall remain Company's property. Customer shall be liable for all loss or damage to such equipment (except for normal wear and tear and for loss or damage resulting from Company's handling of the equipment). Customer shall use the equipment only for its proper and intended purpose and shall not overload (by weight or volume), move or alter the equipment. Customer shall indemnify, defend and hold harmless Company from and against all Losses arising from any injury or death to persons or loss or damage to property (including the equipment) arising out of Customer's use, operation or possession of the equipment. Customer shall provide safe, unobstructed access to the equipment on the scheduled collection day. Company may charge an additional fee for any additional collection service required by Customer's failure to provide access.
DAMAGE TO PAVEMENT. Company shall not be responsible for any damages to Customer's pavement, curbing or other driving surfaces resulting from Company's providing service at Customer's location.

If any amount due from Customer is not paid within 60 days after the date of Company's invoice, Company may, without notice and without terminating this Agreement, suspend collecting and disposing of Waste Materials until Customer has paid such amount to Company. If Company suspends service, Customer shall pay Company a service interruption fee in an amount determined by SUSPENSION.

Company in its discretion up to the maximum amount allowed by Applicable Law.

submitted to Company in connection with this Agreement is untrue or (b) Customer breaches this Agreement and fails to cure such breach within 10 days after Company gives Customer written notice of the breach. Company's failure to suspend service or terminate this Agreement when Customer fails to timely pay or otherwise breaches this Agreement shall not constitute a waiver of Company's right to In addition to its above suspension rights, Company may terminate this Agreement immediately by written notice to Customer if (a) any of the information contained in any credit application suspend service or terminate this Agreement for any future failure to pay or other breach. TERMINATION.

months remaining in the term. Customer acknowledges that in the event of such a termination, actual damages to Company would be uncertain and difficult to ascertain, such amount is the best, reasonable PAYMENT UPON TERMINATION. If Customer terminates this Agreement before its expiration other than as a result of a breach by Company, or if Company terminates this Agreement as a result of a breach by Customer (including nonpayment), Customer shall pay Company an amount equal to the most recent month's monthly charges multiplied by the lesser of (a) six months or (b) the number of breach by Customer (including nonpayment), Customer shall pay Company an amount equal to the most recent month's monthly charges multiplied by the lesser of (a) six months or (b) the number of breach by Customer (including nonpayment), Customer shall pay Company an amount equal to the most recent month's monthly charges multiplied by the lesser of (a) six months or (b) the number of breach by Customer (including nonpayment), Customer shall pay Company an amount equal to the most recent month's monthly charges multiplied by the lesser of (a) six months or (b) the number of breach by Customer (including nonpayment). and objective estimate of the actual damages to Company, such amount does not constitute a penalty, and such amount is reasonable under the circumstances. Any amount payable under this paragraph shall be in addition to amounts already owing under this Agreement.

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This Agreement shall be binding upon and inure solely to the benefit of the parties and their permitted assigns. If any provision of this Agreement shall be invalid, illegal or unenforceable, it shall be modified so as to be valid, legal and enforceable but so as most nearly to retain the intent of the parties. If such modification is not possible, such provision shall be severed from this Agreement. In either case, the validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected thereby. Customer and Company agree that an electronically stored copy of this Agreement constitutes proof of the contents of this Agreement, as though it were original. MISCELLANEOUS. This Agreement sets forth the entire agreement of the parties and supersedes all prior agreements, whether written or oral, that exist between the parties regarding the subject matter Company shall have no confidentiality obligation with respect to any Waste Materials. of this Agreement.

CUSTOMER'S INITIAL:

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SLS 015 MONTANA 10/13

CONTINUED ON REVERSE $14 - 6$	SLS 015 MONTANA 10/13 PAGE 1	COPY 1 OF 1				3	
 WASTE MATERIALS. The Waste Materials shall not contain any hazardous materials, wastes or substances; toxic substances, wastes or pollutants; contaminants; pollutants; infectious wastes; medical wastes; or radioactive wastes (collectively, "Excluded Waste"), each as defined by applicable federal, state or local laws or regulations (collectively, "Applicable Laws"). Customer shall indemnify, defend and hold harmless Company from and against any and all claims, damages, suits, penalties, fines, remediation costs, and liabilities (including court costs and reasonable attorneys' fees) ("collectively, "Losses") resulting from the inclusion of Excluded Waste in the Waste Materials. TITLE. Company shall acquire title to Waste Materials when they are loaded into Company's truck. Title to and liability for any Excluded Waste shall remain with Customer and shall at no time pass to Company. 	Waste Materials shall not contain any hazardous materials, wastes or subsultants; contaminants; pollutants; infectious wastes; medical wastes; or radioaste"), each as defined by applicable federal, state or local laws or regulations mer shall indemnify, defend and hold harmless Company from and agains mer shall indemnify, defend and hold harmless Company from and agains (including court costs), and liabilities (including court costs and y, "Losses") resulting from the inclusion of Excluded Waste in the Waste Materials when they are loaded into Company's truck. Taste shall remain with Customer and shall at no time pass to Company.	WASTE MATERIALS. The V substances, wastes or polluta (collectively, "Excluded Waste "Applicable Laws"). Custom claims, damages, suits, pen attorneys' fees) ("collectively, TITLE. Company shall acqu liability for any Excluded Was	EYTRQ407 NIMMBER RESSIN CODE ENTERED BY CREDIT AWAYST CRED	MMM CATEL CASH TOLERANCE SUSPEND MM CTP V EYR Signing 0.2 IXX EXEMPTION NUMBER CONTRACT APPROVAL ENTE	TERM REVIEW DATE CUST TERM REVIEW DATE C.P. TAX CODE Y TAX CODE Y	NATIONAL ACCOUNT NUMBER OOOO3 8/01/14 TERM TERRATORY SALES REPRESENTATIVE 4.1 JONES JULITA ENEW. MIG CREDIT APPROVAL TATION INT INT	- 훕 딸 끝
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ad read and understands the terms and conditions of this	The undersigned individual signing this Agreement on behalf of Customer acknowledges that he or she had read and understands the terms and conditions of this Agreement and that he or she had the authory to sign the Agreement or behalf of Customer.	The undersigned individual signing this Agreement and that he or she had the auth	VICES OF MONTANA	C DBA REPUBLIC SER	ALLIED WASTE SERVICES OF NORTH AMERICA, LLC DBA REPUBLIC SERVICES OF MONTANA HEREINAFTER REFERRED TO AS THE "COMPANY"	ALLIED WASTE SER	
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RATE ADJUSTMENTS. Company may, from time to time by notice to Customer, increase the rates provided in this Agreement to adjust for any increase in: (a) disposal costs; (b) transportation costs due to a change in location of Customer or the disposal facility used by Company; (c) the Consumer Price Index for all Urban Consumers; (d) the average weight per cubic yard of Customer's Waste Materials above the number of pounds per cubic yard upon which the rates provided in this Agreement are based as indicated on the cover page of this Agreement; or (e) Company's costs due to changes in Applicable Laws. Company may increase rates for reasons other than those set forth above with Customer's consent, which may be evidenced verbally, in writing or by the parties' actions and practices.

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CUSTOMER'S INITIAL:

SLS 015 MONTANA 10/13

DATE:

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e loaded into Company's truck. Title to and at no time pass to Company.	TITLE. Company shall acquire title to Waste Materials when they are loaded into Company's truck. liability for any Excluded Waste shall remain with Customer and shall at no time pass to Company.	TITLE. Company shall acquire liability for any Excluded Waste	ENTERED BY	CREDIT LIMIT CONTRACT APPROVAL	JONES JULIA 0000 CREDI	41 J
substances, wastes or pollutants; contaminants; pollutants; infectious wastes; medical wastes; or radioactive wastes (collectively, "Excluded Waste"), each as defined by applicable federal, state or local laws or regulations (collectively, "Applicable Laws"). Customer shall indemnify, defend and hold harmless Company from and against any and all claims, damages, suits, penalties, fines, remediation costs, and liabilities (including court costs and reasonable attorneys' fees) ("collectively, "Losses") resulting from the inclusion of Excluded Waste in the Waste Materials.	ster"), each as defined by applicable federal, state or local laws or regulations (collective with the ster"), each as defined by applicable federal, state or local laws or regulations (collections shall indemnify, defend and hold harmless Company from and against any a shall indemnify, defend and hold harmless Company from and against any a shalties, fines, remediation costs, and liabilities (including court costs and reaso ly, "Losses") resulting from the inclusion of Excluded Waste in the Waste Materials.	 substances, wastes or pollutants (collectively, "Excluded Waste"), "Applicable Laws"). Customer s claims, damages, suits, penaltities attorneys' fees) ("collectively, "Logistical content of the second se	Y EYRQ407 FURCHASE ORDER NUMBER S.LC. TRANS CODE REASON CODE	COMM CTP C.P.I. CMANAGE Y 02 TAX DEEMPTION NUMBER	CONTRACT FFEETINE TERM REVIEW DATE 8/01/14 SALES REPRESENTATIVE TAX CODE	SITE NUMBER 00004 TERRITORY
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The undersigned individual signing this Agreement on behalf of Customer acknowledges that he or she had read and understands the terms and conditions of this Agreement and behalf of Customer.	at on behalf of Customer acknowledges that he or she have been sign the Agreement on behalf of Customer.	The understand individual signing this Agreem Agreement and that be or she had the authority	BLIC SERVICES OF MONTANA	S OF NORTH AMERICA, LLC DBA REPUBLIC: HEREINAFTER REFERRED TO AS THE "COMPANY"	ALLIED WASTE SERVICES OF NORTH AMERICA, LLC DBA REPUBLIC SERVICES OF MONTANA HEREINAFTER REFERRED TO AS THE "COMPANY"	ALLIED
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	3520491	TITLE	AUTHORIZED BY: LINDA MANN		59068-0887	ZIP CODE
	ACCOUNT NUMBER	95 FAX NO.	TEL. NO. (406) 446-1595		RED LODGE, MT	CITY STATE
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SERVICES	8	N. ST.	ESS 1221 S WHI			ATTN.:
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PAYMENT. Customer shall pay Company for the services and equipment furnished by Company at the rates provided in this Agreement. Customer shall pay all taxes, fees and other governmental charges assessed against or passed through to Company (other than income or real property taxes). Customer shall pay such fees as the Company may impose from time to time by notice to Customer finculding, by way of example only, late payment fees, administrative fees and environmental fees), with Company to determine the amounts of such fees in its discretion up to the maximum amount allowed by Applicable Law. Without limiting the foregoing, Customer shall pay Company: (a) a fee of \$50 (which Company may increase from time to time by notice to Customer's heat is an insufficient funds check or is returned or dishonored; (b) a fue//environmental fees), with Company may increase from time to time by notice to Customer's that is an insufficient funds check or is returned or dishonored; (b) a fue//environmental recovery fee in the amount shown on each of Company's invoices, which amount Company may increase or decrease from time to time by showing the amount to the invoice; and (c) a late payment fee of 1.25% per month on the amount past due. Customer shall pay Company within 20 days after the date of Company's invoice. At any time atter Company becomes concerned about Customer's or after Customer has made any late payment, Company may increase or dompany's invoices, and if requested Customer shall pay, a deposit in an amount equal to one month's charges under this Agreement.
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EXCUSED PERFORMANCE. Except for Customer's obligation to pay amounts due to Company, any failure or delay in performance due to contingencies beyond a party's reasonable control, including strikes, riots, terrorist acts, compliance with Applicable Laws or governmental orders, fires and acts of God, shall not constitute a breach of this Agreement.
ATTORNEYS' FEES. If any litigation is commenced under this Agreement, the successful party shall be entitled to recover, in addition to such other relief as the court may award, its reasonable attorneys' fees, expert witness fees, litigation related expenses, and court or other costs incurred in such litigation or proceeding.
MISCELLANEOUS. This Agreement sets forth the entire agreement of the parties and supersedes all prior agreements, whether written or oral, that exist between the parties regarding the subject matter of this Agreement. Company shall have no confidentiality obligation with respect to any Waste Materials. This Agreement shall be binding upon and inure solely to the benefit of the parties and their permitted assigns. If any provision of this Agreement. Invalid, illegal or unenforceable, it shall be modified so as to be valid, legal and enforceable but so as most nearly to retain the intent of the parties. It such modification is not possible, such provisions shall be severed from this Agreement. In either case, the validity, legality and enforceable but so as this Agreement shall be severed from this Agreement. In either case, the validity, legality and enforceable provisions of this Agreement shall be that an electronically stored copy of this Agreement constitutes proof of the contents of the remaining provisions of this Agreement shall be and in any way be affected thereby. Customer and Company agree that an electronically stored copy of this Agreement constitutes proof of the contents of this Agreement, as though it were original.

TERMS AND CONDITIONS (Continued from other side)

SLS 015 MONTANA 10/13

CUSTOMER'S INITIAL:

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PAYMENT. Customer shall pay Company for the services and equipment furnished by Company at the rates provided in this Agreement. Customer shall pay all taxes, fees and other governmental changes customer shall pay such fees as the Company may impose from time to time by notice to Customer (including, way of example only, late payment fees, administrative fees and environmental fees), with Company to determine the amounts of such fees in its discretion up to the maximum amount allowed by Applicable Law. Without limiting the foregoing, Customer shall pay Company: (a) a fee of \$50 (which Company may increase from time to time by notice to Customer) for each check submitted by Customer that is an insufficient funds check or is returned or dishonored; (b) a fuel/environmental recovery fee in the amount shown on each of Company's invoices, which amount Company may increase or decrease from time to time by showing the amount on the invoice; and (c) a late payment fee of 1.25% per month on the amount past due. Customer shall pay Company within 20 days after the date of Company's At any time after Company becomes concerned about Customer's creditworthiness or after Customer has made any late payment, Company may request, and if requested Customer shall pay, a deposit in an amount equal to one month's charges under this Agreement. invoice. 20

due to a change in location of Customer or the disposal facility used by Company; (c) the Consumer Price Index for all Urban Consumers; (d) the average weight per cubic yard of Customer's Waste Materials above the number of pounds per cubic yard upon which the rates provided in this Agreement are based as indicated on the cover page of this Agreement; or (e) Company's costs due to changes RATE ADJUSTMENTS. Company may, from time to time by notice to Customer, increase the rates provided in this Agreement to adjust for any increase in: (a) disposal costs; (b) transportation costs in Applicable Laws. Company may increase rates for reasons other than those set forth above with Customer's consent, which may be evidenced verbally, in writing or by the parties' actions and practices.

SERVICE CHANGES. The parties may change the type, size or amount of equipment, the type or frequency of service, and correspondingly the rates by agreement of the parties, which may be evidenced verbally, in writing or by the parties' actions and practices. This Agreement shall apply to any change of location of Customer within the area in which Company provides collection and disposal services.

normal wear and for loss or damage resulting from Company's handling of the equipment). Customer shall use the equipment only for its proper and intended purpose and shall not overload (by weight or volume), move or alter the equipment. Customer shall indemnify, defend and hold harmless Company from and against all Losses arising from any injury or death to persons or loss or damage to property (including the equipment) arising out of Customer's use, operation or possession of the equipment. Customer shall provide safe, unobstructed access to the equipment on the scheduled Customer shall be liable for all loss or damage to such equipment (except for collection day. Company may charge an additional fee for any additional collection service required by Customer's failure to provide access. Any equipment Company furnishes shall remain Company's property. RESPONSIBILITY FOR EQUIPMENT, ACCESS.

Company shall not be responsible for any damages to Customer's pavement, curbing or other driving surfaces resulting from Company's providing service at Customer's DAMAGE TO PAVEMENT. location. SUSPENSION. If any amount due from Customer is not paid within 60 days after the date of Company's invoice, Company may, without notice and without terminating this Agreement, suspend collecting and disposing of Waste Materials until Customer has paid such amount to Company. If Company suspends service, Customer shall pay Company a service interruption fee in an amount determined by Company in its discretion up to the maximum amount allowed by Applicable Law. TERMINATION. In addition to its above suspension rights, Company may terminate this Agreement immediately by written notice to Customer if (a) any of the information contained in any credit application submitted to Company in connection with this Agreement is untrue or (b) Customer breaches this Agreement and fails to cure such breach within 10 days after Company gives Customer written notice of the breach. Company's failure to suspend service or terminate this Agreement when Customer fails to timely pay or otherwise breaches this Agreement shall not constitute a waiver of Company's right to suspend service or terminate this Agreement for any future failure to pay or other breach. PAYMENT UPON TERMINATION. If Customer terminates this Agreement before its expiration other than as a result of a breach by Company, or if Company terminates this Agreement as a result of a months remaining in the term. Customer acknowledges that in the event of such a termination, actual damages to Company would be uncertain and difficult to ascertain, such amount is the best, reasonable breach by Customer (including nonpayment), Customer shall pay Company an amount equal to the most recent month's monthly charges multiplied by the lesser of (a) six months or (b) the number of and objective estimate of the actual damages to Company, such amount does not constitute a penalty, and such amount is reasonable under the circumstances. Any amount payable under this paragraph shall be in addition to amounts already owing under this Agreement.

Company may assign this Agreement without Customer shall not assign this Agreement without Company's prior written consent, which Company shall not unreasonably withhold. Customer's consent ASSIGNMENT.

Except for Customer's obligation to pay amounts due to Company, any failure or delay in performance due to contingencies beyond a party's reasonable control, including strikes, riots, terrorist acts, compliance with Applicable Laws or governmental orders, fires and acts of God, shall not constitute a breach of this Agreement. EXCUSED PERFORMANCE.

ATTORNEYS' FEES. If any litigation is commenced under this Agreement, the successful party shall be entitled to recover, in addition to such other relief as the court may award, its reasonable attorneys' ies, expert witness fees, lititgation related expenses, and court or other costs incurred in such lititgation or proceeding.

permitted assigns. If any provision of this Agreement shall be invalid, illegal or unenforceable, it shall be modified so as to be valid, legal and enforceable but so as most nearly to retain the intent of the If such modification is not possible, such provision shall be severed from this Agreement. In either case, the validity, legality and enforceability of the remaining provisions of this Agreement shall MISCELLANEOUS. This Agreement sets forth the entire agreement of the parties and supersedes all prior agreements, whether written or oral, that exist between the parties regarding the subject marker This Agreement shall be binding upon and inure solely to the benefit of the parties and their in any way be affected thereby. Customer and Company agree that an electronically stored copy of this Agreement constitutes proof of the contents of this Agreement, as though it were original. Company shall have no confidentiality obligation with respect to any Waste Materials. of this Agreement. parties.

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TERMS AND CONDITIONS (Continued from other side)

PAYMENT. Customer shall pay Company for the services and equipment furnished by Company at the rates provided in this Agreement. Customer shall pay all taxes, fees and other governmental charges Applicable Law. Without limiting the foregoing, Customer shall pay Company: (a) a fee of \$50 (which Company may increase from time to time by notice to Customer) for each check submitted by Customer from time to time by showing the amount on the invoice; and (c) a late payment fee of 1.25% per month on the amount past due. Customer shall pay Company within 20 days after the date of Company's that is an insufficient funds check or is returned or dishonored; (b) a fuel/environmental recovery fee in the amount shown on each of Company's invoices, which amount Company may increase or decrease invoice. At any time after Company becomes concerned about Customer's creditworthiness or after Customer has made any late payment, Company may request, and if requested Customer shall pay. Customer shall pay such fees as the Company may impose from time to time by notice to Customer (including, way of example only, late payment fees, administrative fees and environmental fees), with Company to determine the amounts of such fees in its discretion up to the maximum amount allowed by assessed against or passed through to Company (other than income or real property taxes). a deposit in an amount equal to one month's charges under this Agreement. 20

to a change in location of Customer or the disposal facility used by Company; (c) the Consumer Price Index for all Urban Consumers; (d) the average weight per cubic yard of Customer's Waste Materials above the number of pounds per cubic yard upon which the rates provided in this Agreement are based as indicated on the cover page of this Agreement, or (e) Company's costs due to changes in Applicable Laws. Company may increase rates for reasons other than those set forth above with Customer's consent, which may be evidenced verbally, in writing or by the parties' actions and practices. (a) disposal costs; (b) transportation costs Company may, from time to time by notice to Customer, increase the rates provided in this Agreement to adjust for any increase in: RATE ADJUSTMENTS. due

The parties may change the type, size or amount of equipment, the type or frequency of service, and correspondingly the rates by agreement of the parties, which may be evidenced verbally, in writing or by the parties' actions and practices. This Agreement shall apply to any change of location of Customer within the area in which Company provides collection and disposal services. SERVICE CHANGES.

to property (including the equipment) arising out of Customer's use, operation or possession of the equipment. Customer's hall provide safe, unobstructed access to the equipment on the scheduled collection day. Company may charge an additional fee for any additional collection service required by Customer's failure to provide access. weight or volume), move or alter the equipment. Customer shall indemnify, defend and hold harmless Company from and against all Losses arising from any injury or death to persons or loss or damage Customer shall be liable for all loss or damage to such equipment (except for normal wear and tear and for loss or damage resulting from Company's handling of the equipment). Customer shall use the equipment only for its proper and intended purpose and shall not overload (by Any equipment Company furnishes shall remain Company's property. RESPONSIBILITY FOR EQUIPMENT: ACCESS.

DAMAGE TO PAVEMENT. Company shall not be responsible for any damages to Customer's pavement, curbing or other driving surfaces resulting from Company's providing service at Customer's ocation. SUSPENSION. If any amount due from Customer is not paid within 60 days after the date of Company's invoice. Company may, without notice and without terminating this Agreement, suspend collecting and disposing of Waste Materials until Customer has paid such amount to Company. If Company suspends service, Customer shall pay Company a service interruption fee in an amount determined by Company in its discretion up to the maximum amount allowed by Applicable Law. In addition to its above suspension rights, Company may terminate this Agreement immediately by written notice to Customer if (a) any of the information contained in any credit application submitted to Company in connection with this Agreement is untrue or (b) Customer breaches this Agreement and fails to cure such breach within 10 days after Company gives Customer written notice of the breach. Company's failure to suspend service or terminate this Agreement when Customer fails to timely pay or otherwise breaches this Agreement shall not constitute a waiver of Company's right to suspend service or terminate this Agreement for any future failure to pay or other breach. TERMINATION.

If Customer terminates this Agreement before its expiration other than as a result of a breach by Company, or if Company terminates this Agreement as a result of a breach by Customer (including nonpayment), Customer shall pay Company an amount equal to the most recent month's month's monthly charges multiplied by the lesser of (a) six months or (b) the number of months remaining in the term. Customer acknowledges that in the event of such a termination, actual damages to Company would be uncertain and difficult to ascertain, such amount is the best, reasonable and objective estimate of the actual damages to Company, such amount does not constitute a penalty, and such amount is reasonable under the circumstances. Any amount payable under this paragraph shall be in addition to amounts already owing under this Agreement. PAYMENT UPON TERMINATION.

Company may assign this Agreement without Customer shall not assign this Agreement without Company's prior written consent, which Company shall not unreasonably withhold. Customer's consent. ASSIGNMENT.

EXCUSED PERFORMANCE. Except for Customer's obligation to pay amounts due to Company, any failure or delay in performance due to contingencies beyond a party's reasonable control, including strikes, riots, terrorist acts, compliance with Applicable Laws or governmental orders, fires and acts of God, shall not constitute a breach of this Agreement.

ATTORNEYS' FEES. If any litigation is commenced under this Agreement, the successful party shall be entitled to recover, in addition to such other relief as the court may award, its reasonable attorneys' tees, expert witness fees, litigation related expenses, and court or other costs incurred in such litigation or proceeding.

permitted assigns. If any provision of this Agreement shall be invalid, illegal or unenforceable, it shall be modified so as to be valid, legal and enforceable but so as most nearly to retain the intent of the parties. If such modification is not possible, such provisions shall be severed from this Agreement. In either case, the validity, legality and enforceability of the remaining provisions of this Agreement shall MISCELLANEOUS. This Agreement sets forth the entire agreement of the parties and supersedes all prior agreements, whether written or oral, that exist between the parties regarding the subject matter This Agreement shall be binding upon and inure solely to the benefit of the parties and their not in any way be affected thereby. Customer and Company agree that an electronically stored copy of this Agreement constitutes proof of the contents of this Agreement, as though it were original Company shall have no confidentiality obligation with respect to any Waste Materials. of this Agreement.

CUSTOMER'S INITIAL:

SLS 015 MONTANA 10/13

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SLS 015 MONTANA 10/13	MATERIALS . The Waste Materials shall not contain any hazardous materials, wastes or succes, wastes or pollutants; contaminants; pollutants; infectious wastes; medical wastes; or radios (<i>vely</i> , "Excluded Waste"), each as defined by applicable federal, state or local laws or regulations ble Laws"). Customer shall indemnify, defend and hold harmless Company from and agains damages, suits, penalties, fines, remediation costs, and liabilities (including court costs and so s' fees) ("collectively, "Losses") resulting from the inclusion of Excluded Waste in the Waste Materials when they are loaded into Company's truck. Company shall acquire title to Waste Materials when they are loaded into Company.	I OF THIS AGREEMENT SHALL STAR THAS UNLESS EITHER PARTY GIVI DAYS BEFORE THE RAGREEMENT SAGREEMENT BY CUSTOMER SHA SUNLESS EITHER PARTY GIVI DAYS BEFORE THE END OF THE IS AGREEMENT BY CUSTOMER SHA REQUESTED, AND ACTUALLY RECEIV	CUSTOMER NAME (PLEASE PRINT)	reconnect on habatilit of functioner acknowledges that he or s	CONTAINER DELIVERY BASIC SERVICE \$36.10	CHANNES	ACCOUNT NUMBER 3520491	AGREEMENT	Custome	
3 CONTINUED ON REVERSE	 WASTE MATERIALS. The Waste Materials shall not contain any hazardous materials, wastes or substances; toxic substances, wastes or pollutants; contaminants; pollutants; infectious wastes; medical wastes; or radioactive wastes (collectively, "Excluded Waste"), each as defined by applicable federal, state or local laws or regulations (collectively, "Applicable Laws"). Customer shall indemnify, defend and hold harmless Company from and against any and all claims, damages, suits, penalties, fines, remediation costs, and liabilities (including court costs and reasonable attorneys' fees) ("collectively, "Losses") resulting from the inclusion of Excluded Waste in the Waste Materials. TITLE. Company shall acquire title to Waste Materials when they are loaded into Company's truck. Title to and liability for any Excluded Waste shall remain with Customer and shall at no time pass to Company. 	SERVICES . Customer grants to Company the exclusive right to collect and dispose of all of Customer's non- hazardous solid waste materials (including recyclables) (collectively, "Waste Materials"), and Company agrees to furnish such services. TERM. THE INITIAL TERM OF THIS AGREEMENT SHALL START ON THE DATE OF THIS AGREEMENT AND CONTINUE FOR 36 MONTHS THEREAFTER. THIS AGREEMENT SHALL AUTOMATICALLY RENEW FOR SUCCESSIVE 36 MONTH TERMS UNLESS EITHER PARTY GIVES WRITTEN NOTICE OF TERMINATION TO THE OTHER AT LEAST 60 DAYS BEFORE THE END OF THE THEN CURRENT TERM. ANY NOTICE OF TERMINATION UNDER THIS AGREEMENT BY CUSTOMER SHALL BE VOID UNLESS SENT VIA CERTIFIED MAIL, RETURN RECEIPT REQUESTED, AND ACTUALLY RECEIVED BY COMPANY.	Agreement and the area the agreement on behalf of Customer. BY:	e had read and understands the terms and conditions of this	0 NON-SCHEDULED SERVICE \$32.15 0 CONTAINER REMOVAL \$5.00	CHARGES			Customer Service Agreement	KEPUBLIC

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PWHKIT. Customer shall pay Company for the services and equipment furnished by Company at the rates provided in this Agreement. Customer shall pay all taxes, lees and other governmental charges essested against or passed through to Company into the maximum array impose from time to time by notice to Customer (including, any or example of the maximum array increase). Customer shall pay all taxes, lees and more or real property taxes). Customer shall pay such these as the annound and week by applicable through the formany (other than income or real property taxes). Customer shall pay company within 20 days after the maximum array increases of example of the second estimation and the payment lees. All the payment lees and morromental recovery lee and morring that mount company within 20 days after the skie of Company in the by showing the amount company transit increases or decrease involves, which anount company within 20 days after the skie of Company in the by showing the amount company transit increases and concrease involves. All the interval pays company within 20 days after the skie of Company increase in a floatenet content and the state of Customer shall pay and it requested Customer shall pay and the state of Customer shall pay at the rest of the concrease involves. All the interval and it requested customer shall pay into the state of Customer shall pay at the rest of the concrease of the concrease in the state provided in this Agreement.	SUSPENSION. 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PAYMENT UPON TERMINATION . If Customer terminates this Agreement before its expiration other than as a result of a breach by Company, or if Company terminates this Agreement as a result of a breach by Customer (including nonpayment), Customer shall pay Company an amount equal to the most recent month's monthly charges multiplied by the lesser of (a) six months or (b) the number of months remaining in the term. Customer acknowledges that in the event of such a termination, actual damages to Company would be uncertain and difficult to ascertain, such amount is the best, reascriable and objective estimate of the actual damages to Company, would be uncertain and difficult to ascertain, such amount is the best, reascriable shall be in addition to amounts already owing under this Agreement. ASSIGNMENT. Customer shall not assign this Agreement.	EXCUSED PERFORMANCE. Except for Customer's obligation to pay amounts due to Company, any failure or delay in performance due to contingencies beyond a party's reasonable control, including strikes, riots. terrorist acts, compliance with Applicable Laws or governmental orders, fires and acts of God, shall not constitute a breach of this Agreement. ATTORNEYS' FEES. If any lifetation is commenced under this Agreement, the successful party shall be entitled to recover, in addition to such other relief as the court may award, its reasonable attorneys' fees, expert witness fees, lifetion related expenses, and court or other costs incurred in such litigation or proceeding.	MISCELLANEOUS. This Agreement sets forth the entire agreement of the parties and supersedes all prior agreements, whether written or oral, that exist between the parties regarding the subject marter of this Agreement. Company shall have no confidentiality obligation with respect to any Waste Materials. This Agreement shall be binding upon and inure solely to the benefit of the parties and their permitted assigns. If any provision of this Agreement shall be invalid, illegal or unenforceable, it shall be modified so as to be valid, legal and enforceable but so as most nearly to retain the intent of the parties. If such provision of this Agreement shall be invalid, illegal or unenforceable, it shall be modified so as to be valid, legal and enforceable but so as most nearly to retain the intent of the parties. If such modification is not possible, such provision shall be severed from this Agreement. In either case, the validity, legality and enforceability of the remaining provisions of this Agreement shall be accordent to this Agreement. In either case, the validity, legality and enforceability of the remaining provisions of this Agreement shall be accordent from this Agreement. In either case, the validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected thereby. Customer and Company agree that an electronically stored copy of this Agreement constitutes proof of the contents of this Agreement, as though it were original.
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TERMS AND CONDITIONS (Continued from other side)

SLS 015 MONTANA 10/13

CUSTOMER'S INITIAL:

DATE: