

BOARD of COMMISSIONERS

COUNTY OF CARBON • STATE OF MONTANA

Post Office Box 887
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:

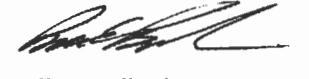
The widows at the main entrance on the south side of the Carbon County Administration Building located at 17 West 11th Street, Red Lodge, Montana.

DATED this 3rd day of January, 2023.

Carbon County Commissioners

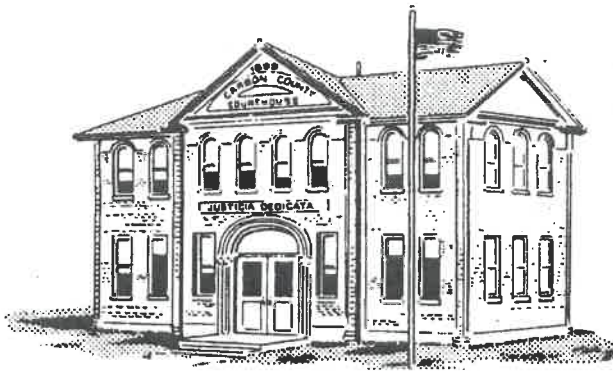

Scott C. Miller
Commissioner Dist. #1


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



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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

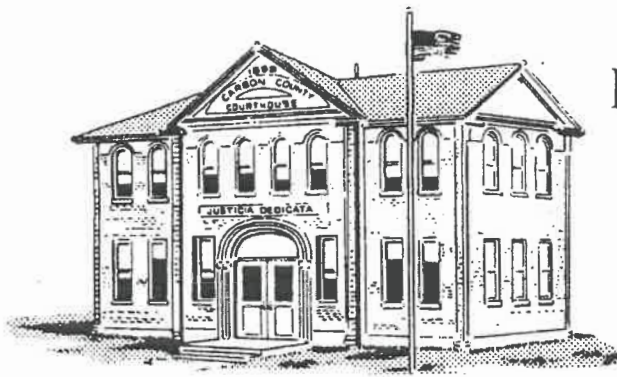
John E. Prinkki, Presiding Officer

Doug Tucker

John L. Grewell

ATTEST

Marcia Henigman, Clerk and Recorder



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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

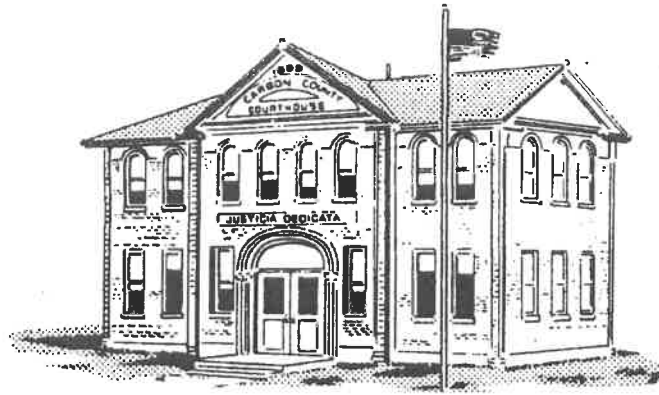
Robert "Pits" DeArmond
Commissioner Dist. #1

Scott Blain
Commissioner Dist. #2

Bill E Bullock
Commissioner Dist. #3

ATTEST

Christine L. Stovall, Clerk and Recorder



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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 <https://app.egovmt.com/burpermit/> 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, <https://app.egovmt.com/burpermit/>,

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 <https://app.egovmt.com/burpermit/>, 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.

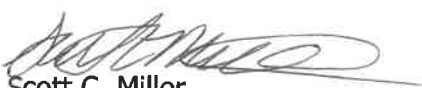
BE IT FURTHER RESOLVED, the Carbon County Fire Chief may issue a burn ban anytime the National Weather Service issues a Fire Weather Warning, Red Flag Warning, Rangeland Fire Statement, Fire Weather Watch, High Wind Warning, High Wind Watch, or Wind Advisory or if winds are predicted to adversely affect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

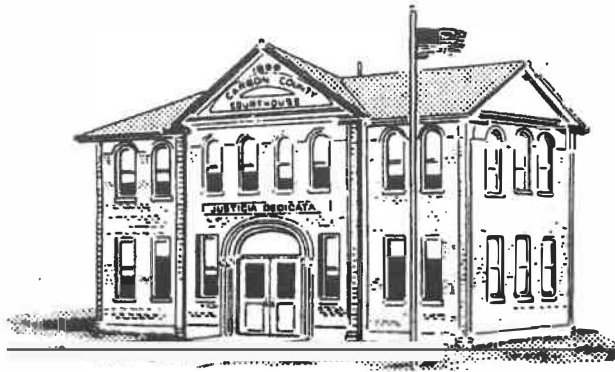

Scott C. Miller
Commissioner Dist. #1


Scott Blain
Commissioner Dist. #2

Bill E Bullock
Commissioner Dist. #3

ATTEST


Macque L. Bohleen, Clerk and Recorder



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

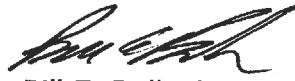
Carbon County Commissioners



Scott C. Miller
Commissioner Dist. #1

Scott Blain


Commissioner Dist. #2



Bill E. Bullock

Commissioner Dist. #3

ATTEST



Macque L. Bohleen, Clerk and Recorder

3)	Month/Year	Month and year of travel.
4)	Department	Department where the employee/non-employee works.
5)	Org	Input the org if it is different than the department's default org.
6)	Meals Provided	List any meals included in the training/meetings.
7)	Purpose	Explain reason for the travel: where and why.
8)	Dates	Dates of the travel/expense.
9)	Departure time	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)	Description/Destination	Destination or a description of the charge listed.
12)	Mode of Travel	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 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)	Amount Charged on State Credit Card	This will populate from the itemization below.
19)	Non-Permanent Travel Advance	List amount of non-permanent advance received (warrant or payroll).
20)	Itemization of State Credit Card/Warrant Chgs	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.

Example: Travel to Boston on 3/15/05 for training. \$100 travel advance was received through payroll. Travel costs were:
airline ticket for \$695 paid by county credit card on 1/15/05
shuttle cost of \$10 each way (3/15/05, 3/18/05)
\$75 dinner paid by state credit card on 3/16/05
lodging (including taxes) of \$110 per night (3/15/05, 3/16/05, 3/17/05) paid by county credit card on 3/17/05
room service for \$106 (meals per diem) paid by county credit card on 3/17/05
car rental of \$150 paid by county credit card on 3/18/05
parking at airport for \$10 on 3/18/05

TRAVEL EXPENSE VOUCHER CARBON COUNTY MONTANA

Employee				Non-Employee Travel			
Name	John Q Employee			Name			
Date	April 28, 2023			Date			
Address	123 Any Street; Any Town, MT 12345			Address			
Month/Yr	Oct/2005	Dept	Department of Administration	Org			

List meals provided Lunch 3/16/05

Purpose Travel to Boston for conference 3/15/05 through 3/18/05.

Dates	Depart Time	am pm	Arrive Time	am pm	Description/Destination	Mode of Travel	Miles	Rate	Subtotal	Lodging	Meals Per Diem	Other Expense	Total
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
Total Travel Expenses									695.00	330.00	106.00	180.00	1,311.00
Less Total Amount Charged On Credit Card (Warrant)													1,356.00
Less Non-Permanent Travel Advance													100.00
Due to Employee/Non-Employee													-
Due to Carbon County													145.00

Other Exp Description Car Rental - \$150 (3/18/05); Shuttle - \$20 (3/15/05, 3/18/05); Airport Parking - \$10 (3/18/05)

Itemization of State Credit Card and Warrant (W) Charges							
Date	Item	Name on CC if Different	Amt	Date	Item	CC Name	Amt
3/18/05	Car Rental		150.00	1/15/05	Airline Ticket	Smith	695.00
3/16/05	Dinner		75.00				
3/17/05	Lodging (including room service)		436.00				
							1,356.00

<p style="text-align: center;">_____ Employee/Non-Employee Signature & Date</p> <p>I hereby certify this is a valid travel claim to the Carbon County Montana in accordance with all Statutes and Administrative Rules and Procedures.</p>	<p style="text-align: center;">_____ Supervisor Signature & Date</p> <p>I approve, and certify this is a valid travel claim to the Carbon County Montana in accordance with all Statutes and Administrative Rules and Procedures.</p>
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STATE OF MONTANA

**PERSONAL VEHICLE USE
AUTHORIZATION FORM**

1) Agency Number/Name	2) Division
3) Org Number	4) Name of Person(s) Traveling/Employee ID#
5) Justification for personal vehicle use	

Driver of a personal vehicle on state business who is reimbursed mileage must comply with the applicable sections of the Motor Vehicle Insurance Responsibility and Verification Act, Title 61, Chapter 6, Part 1 and Title 61, Chapter 6, Part 3, MCA, and must be aware of personal vehicle usage liability as provided by the DOA Risk Management and Tort Defense Division.

6) Trip Itinerary (include dates)

7) Estimated Trip Miles

Use of a personal vehicle on state business is reimbursed at the standard mileage rate unless one of the conditions listed below is met. Refer to the [Employee Travel Policy](#) for conditions and rates.

8) Rate Requested.

Standard Rate
 * High Rate ≤1,000 miles/mo
 * Low Rate >1,000 miles/mo

** If requesting reimbursement at the **high or low rate**, check the applicable reason below:*

1. A motor pool vehicle or other state-owned or leased vehicle is not available; or
 2. The use of a personal vehicle is in the best interest of the state; or
 3. Legislator or member of the public on official state business.

9) Traveler's Signature	Title	Date

Approval to be Completed by Agency Authorized Personnel

Rate Approved <input type="checkbox"/> Standard <input type="checkbox"/> High <input type="checkbox"/> Low	<input type="checkbox"/> Not Approved	
Authorized Agency Official	Title	Date

Upon approval, the person(s) named above is granted authority to use a personal vehicle in the conduct of official State business (in accordance with ARM 2.6.201 through ARM 2.6.214) within the basic confines of the itinerary and approximate total mileage noted above.

STATE OF MONTANA

**REQUEST FOR LODGING
REIMBURSEMENT AT ACTUAL COST**

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 Phone Number:

Details:

6) See Lodging Rates Policy on the [Employee Travel Website](#)

In-State Lodging <input type="checkbox"/>	Out-of-State Lodging <input type="checkbox"/>
In-State Room Rate Offered \$	Out-of-State Room Rate Offered \$
Lodging per diem Rate per State policy. \$	Lodging per diem Rate per Federal policy \$

7) Justification for Hotel Selection (Please elaborate here and check appropriate box below.)

- Lodging rates provided by State Lodging Rates Policy are unavailable within a reasonable distance from the travel destination. Employee inquired with multiple lodging facilities searching for acceptable State or GSA Federal rates.
- There is reasonable cause to believe personal safety could be at risk in the available lodging facilities that comply with State or GSA Federal rates.
- It is necessary to stay at a specific hotel for a conference, meeting, or for purposes of accessibility, security, or other logistical reasons relating to the employee's travel.

8) Submitted By	Title	Date

Approval of Authorized Agency Personnel per Department Policy

Supervisor	Date	Administrator	Date
Dept. Head/Designee	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.

STATE OF MONTANA

REQUEST AND JUSTIFICATION
FOR OUT-OF-STATE TRAVEL

1) Agency Number/Name		2) Division	
3) Org Number	4) Name of Person(s) Traveling/Employee ID#		
5) Justification			

6) Itinerary

Destination:

Travel Dates:

7) Estimated Costs

Transportation \$	Meals \$	Lodging \$	Other \$
Total estimated cost \$			

Provide details to support estimated costs:
(Example: registration, taxi, etc. Provide Hotel Name and Phone Number if your Agency requires this information)

8) Submitted By	Title	Date

Approval of Authorized Agency Personnel per Department Policy

Supervisor	Date	Administrator	Date
Dept. Head/Designee	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.

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 demagoguery, 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.

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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 ~~and an~~ 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

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~~ **30-minute** time slots.

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

3. CONDUCT OF MEETINGS

3.1 Roberts Rules of Order - This ~~Section~~**Chapter** shall govern the County Commission in ~~regards-regard~~ to the parliamentary procedure of meetings, however, for those areas of parliamentary procedure in which this ~~Chapter-Section~~ 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.

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. Those participating remotely shall identify 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.

4. HUMAN RESOURCES MANAGEMENT

Commissioners wish to set forth the following procedures for the uniform 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-case~~case-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. A report of tasks completed while in overtime status shall be presented to the Commissioners following the overtime event.

4.1.d Requests for schedule changes shall be made in writing to the 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.

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 <http://co.carbon.mt.us/county-boards/> or at the Clerk and Records 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.

INVOICE TO

CUSTOMER NAME CARBON COUNTY OFFICES
ATTN:
ADDRESS PO BOX 887
CITY STATE RED LODGE, MT
ZIP CODE 59068-0887
TEL. NO. (406) 446-1595
FAX NO.

SITE LOCATION

SITE NAME CARBON CO RED LODGE AIRPORT
ADDRESS 1 N AIRPORT RD
CITY STATE RED LODGE, MT
ZIP CODE 59068-0887
TEL. NO. (406) 446-0200
FAX NO.
AUTHORIZED BY: KENNETH LAKE
TITLE MANAGER
CONTACT KENNETH LAKE
TITLE MANAGER



AGREEMENT NUMBER 491092614
ACCOUNT NUMBER 3520491

NO	QTY	TYPE	SIZE	C	QUANTITY	ADPT	CO	GRD	SRV	EST	S	LF	LF	OR	LAB	THE	THE	CHRGES	CHRGES		
						TYPE			TYPE	LETS		CODE	DATE	PER	PER	PER					
1	RL		2.00		1	P	N	1CHANG	1 / 1W	N	Y	AA 12		3/02/10	30	0	MONTHLY	CONTAINER DELIVERY BASIC SERVICE	\$100.00 \$89.40	NON-SCHEDULED SERVICE CONTAINER REMOVAL	\$50.00 \$100.00

ALLIED WASTE SERVICES OF NORTH AMERICA, LLC DBA REPUBLIC SERVICES OF MONTANA

HEREINAFTER REFERRED TO AS THE "COMPANY"

BY: _____ **TITLE:** _____
 (AUTHORIZED SIGNATURE)

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 authority to sign the Agreement on behalf of Customer.
BY: *John T. Maxwell* (AUTHORIZED SIGNATURE)
Carbon County MT (CUSTOMER NAME PLEASE PRINT)
TITLE: *Boarding Officer*
10/21/2010 (DATE OF AGREEMENT)

COMMENTS

DOES FACILITY HAVE A HAZARDOUS WASTE GENERATOR I.D. NUMBER?
 I.D. NUMBER _____ YES NO
 Rate based on _____ lbs/yd.

FOR OFFICE USE ONLY

NATIONAL ACCOUNT NUMBER _____ **CUSTOMER CATEG.** _____ **CASH TOLERANCE** _____ **SUSPEND** _____ **CREDIT ANALYST** _____
SITE NUMBER 00001 **CONTRACT EXTENSION DATE** 8/01/14 **TERM** _____ **REVIEW DATE** _____ **C.F.I.** _____ **CONTRACT STARTS** _____ **PURCHASE ORDER NUMBER** _____ **S.I.C.** _____
TERMINOLOGY SALES REPRESENTATIVE **TAX CODE** 0000 **TAX EXEMPTION NUMBER** _____ **TRANS CODE** _____ **REASON CODE** _____ **COMPETITOR CODE** _____
4.1 **JONES JULIA** **TAX CODE** _____ **CREDIT LIMIT** _____ **CONTRACT APPROVAL** _____ **ENTERED BY** _____ **DATE** _____
RENEW **MG** **CREDIT APPROVAL** **CONTRACT APPROVAL**

TERMS AND CONDITIONS

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.
WASTE MATERIALS. The Waste Materials shall not contain any hazardous materials, wastes or substances; toxic substances; wastes or pollutants; contaminants; 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.

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 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 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, a deposit in an amount equal to one month's charges under this Agreement.

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.

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.

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 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, 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.

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

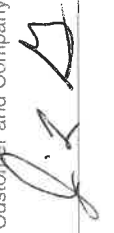
EXCUSED PERFORMANCE. Except for Customer's obligation to pay amounts due to Company, any failure or delay in performance due to contingencies beyond a party's reasonable control, including strikes, riots, terrorist acts, compliance with Applicable Laws or governmental orders, fires and acts of God, shall 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 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 the contents of this Agreement, as though it were original.

CUSTOMER'S INITIAL: _____

DATE: _____

 10/2/14

INVOICE TO	
CUSTOMER NAME	CARBON COUNTY OFFICES
ATTN.:	
ADDRESS	PO BOX 887
CITY STATE	RED LODGE, MT
ZIP CODE	59068-0887
TEL. NO.	(406) 446-1595
FAX NO.	

SITE LOCATION	
SITE NAME	CARBON CO WEED DISTRICT
ADDRESS	30 MONAHAN RD
CITY STATE	RED LODGE, MT
ZIP CODE	59068-0887
TEL. NO.	(406) 446-1595
FAX NO.	
AUTHORIZED BY:	LINDA MANN
TITLE	
CONTACT	LINDA MANN
TITLE	



Customer Service Agreement

AGREEMENT NUMBER	491092614
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ACCOUNT NUMBER	3520491
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NO	CONT. GRP.	TYPE	SIZE	C	QUANTITY	ACCT. TYPE	C/O	GRD	SERV. FREQUENCY	EST. LIFTS	S	P.O. REQ.	RECPT. REQ.	L/F CODE	OPEN DATE	L.O.B.	PRE. BILL	BILL. FREQ.	CHARGES	CHARGES		
1	CA		.45		1	S	N	GCHANG	1/ 1W		N	Y	N	AA 11	8/01/14	10	1	MONTHLY	CONTAINER DELIVERY BASIC SERVICE	\$5.00 \$36.10	NON-SCHEDULED SERVICE CONTAINER REMOVAL	\$32.15 \$5.00

ALLIED WASTE SERVICES OF NORTH AMERICA, LLC DBA REPUBLIC SERVICES OF MONTANA

HEREINAFTER REFERRED TO AS THE "COMPANY"

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 authority to sign the Agreement on behalf of Customer.

BY: _____
(AUTHORIZED SIGNATURE)

TITLE:

BY: *John Z Howell*
(AUTHORIZED SIGNATURE)
TITLE: *Presiding Officer*
Carbon County MT. 10/2/2014
CUSTOMER NAME (PLEASE PRINT) DATE OF AGREEMENT

COMMENTS

Rate based on _____ lbs/yd.

TERMS AND CONDITIONS

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.

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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.

FOR OFFICE USE ONLY

DOES FACILITY HAVE A HAZARDOUS WASTE GENERATOR I.D. NUMBER? YES NO

NATIONAL ACCOUNT NUMBER		CUSTOMER CATEG.	CASH TOLERANCE	SUSPEND	CREDIT ANALYST
COMM		CTP	Y	EYRQ407	
SITE NUMBER	CONTRACT EFFECTIVE DATE	TERM	REVIEW DATE	C.P.I.	CONTRACT STATUS
00002	8/01/14			Y	02
TERRITORY	SALES REPRESENTATIVE	TAX CODE	TAX EXEMPTION NUMBER	TRANS CODE	REASON CODE
41	JONES JULIA	0000			
RENEW.	MIG	CREDIT APPROVAL	CREDIT LIMIT	CONTRACT APPROVAL	ENTERED BY
<input type="checkbox"/> Y <input type="checkbox"/> N	<input type="checkbox"/> Y <input type="checkbox"/> H				

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 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 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, a deposit in an amount equal to one month's charges under this Agreement.

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

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 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.

CUSTOMER'S INITIAL: 

DATE: 10/2/14

INVOICE TO

CUSTOMER NAME: CARBON COUNTY OFFICES
 ATTN:
 ADDRESS: PO BOX 887
 CITY: RBD LODGE, MT
 STATE: RBD LODGE, MT
 ZIP CODE: 59068-0887
 TEL. NO.: (406) 446-1595
 FAX NO.:

SITE LOCATION

SITE NAME: CARBON CO BRIDGER ROAD SHOP
 ADDRESS: 23 OLD MINE RD
 CITY: RBD LODGE, MT
 STATE: RBD LODGE, MT
 ZIP CODE: 59068-0887
 TEL. NO.: (406) 446-1595
 FAX NO.:
 AUTHORIZED BY: LINDA MANN
 CONTACT: LINDA MANN
 TITLE:



AGREEMENT NUMBER: 491092614
 ACCOUNT NUMBER: 3520491

NO	COM. BR.	TYPE	SIZE	C	QUANTITY	ACCT. TYPE	C/O	GRD	SEN. RESIDENCY	EST. LBS	S	MA. EST. LBS	RRP. MA. EST. LBS	L/F CODE	OPEN DATE	L.O.B.	PER. RATE	INTL. RATE	CHARGES	CHARGES		
1	CA		.45		2	S	N	G72AXM	2 / 1W		N	Y	N	AA 11	8/01/14	10 1	MONTHLY		CONTAINER DELIVERY BASIC SERVICE	\$5.00 \$48.20	NON-SCHEDULED SERVICE CONTAINER REMOVAL	\$32.15 \$5.00

ALLIED WASTE SERVICES OF NORTH AMERICA, LLC DBA REPUBLIC SERVICES OF MONTANA

HEREINAFTER REFERRED TO AS THE "COMPANY"

BY: _____ TITLE: _____
 (AUTHORIZED SIGNATURE)

COMMENTS

DOES FACILITY HAVE A HAZARDOUS WASTE GENERATOR I.D. NUMBER? YES NO
 I.D. NUMBER: _____

FOR OFFICE USE ONLY

Rate based on _____ lbs/yd.

NATIONAL ACCOUNT NUMBER: _____ CUSTOMER CATEG: _____ CASH TOLERANCE: _____ SUSPEND: _____ CREDIT ADJUST: _____
 CONTRACT EFFECTIVE DATE: 8/01/14 TERM: _____ REMIT DATE: _____ COMM: _____ CTP: _____ EYRO407
 SALES REPRESENTATIVE: JONES JULIA TAX CODE: 0000 TAX EXEMPTION NUMBER: 02 PURCHASE ORDER NUMBER: _____
 CREDIT APPROVAL: _____ CREDIT LIMIT: _____ CONTRACT APPROVAL: _____ ENTERED BY: _____ DATE: _____

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 give he or she had the authority to sign the Agreement on behalf of Customer.
 BY: *John Z. Howell* (AUTHORIZED SIGNATURE) TITLE: *Residing Officer*
Carbon County (CUSTOMER NAME PLEASE PRINT) *Mt.* DATE OF AGREEMENT: *10/2/2014*

TERMS AND CONDITIONS

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.
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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 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 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, a deposit in an amount equal to one month's charges under this Agreement.

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.

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.

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 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, 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.

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

EXCUSSED 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 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.

CUSTOMER'S INITIAL: 

DATE: 10/2/14

INVOICE TO

CUSTOMER NAME: CARBON COUNTY OFFICES
 ATTN: PO BOX 887
 ADDRESS: RBD LODGE, MT
 CITY: RBD LODGE, MT
 STATE: 59068-0887
 ZIP CODE: 59068-0887
 TEL. NO.: (406) 446-1595
 FAX NO.:

SITE LOCATION

SITE NAME: CARBON CO RED LODGE SHOP
 ADDRESS: 1221 S WHITE ST
 CITY: RBD LODGE, MT
 STATE: 59068-0887
 ZIP CODE: 59068-0887
 TEL. NO.: (406) 446-1595
 FAX NO.:
 AUTHORIZED BY: LINDA MANN
 CONTACT: LINDA MANN
 TITLE:



Customer Service Agreement

AGREEMENT NUMBER: 491092614
 ACCOUNT NUMBER: 3520491

NO	QTY	TYPE	SIZE	C	QTY	ACCT	CO	SHD	SEW	EXT	S	RA	WRT	LF	DATE	L.O.B.	PER	FRQ	CHG	CHG			
1	RL		2.00		1	S	N	G72JPU	1/	1W		N	Y	N	AA 11	8/01/14	10	1	MONTHLY	CONTAINER DELIVERY BASIC SERVICE	\$100.00 \$89.40	NON-SCHEDULED SERVICE CONTAINER REMOVAL	\$50.00 \$100.00

ALLIED WASTE SERVICES OF NORTH AMERICA, LLC DBA REPUBLIC SERVICES OF MONTANA
 HERINAFTER REFERRED TO AS THE "COMPANY"

BY: *John T. Howard* (AUTHORIZED SIGNATURE) TITLE: *Residing Officer*
 (AUTHORIZED SIGNATURE) TITLE: *Residing Officer*
 CUSTOMER NAME (PLEASE PRINT): *Carbon County MT* DATE OF AGREEMENT: *10/21/14*

COMMENTS

DOES FACILITY HAVE A HAZARDOUS WASTE GENERATOR I.D. NUMBER?
 I.D. NUMBER: YES NO
 FOR OFFICE USE ONLY
 Rate based on _____ lbs/yd.

TERMS AND CONDITIONS

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.
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) ("Losses") resulting from the inclusion of Excluded Waste in the Waste Materials.

NATIONAL ACCOUNT NUMBER: _____ CUSTOMER CATES: _____ CASH TOLERANCE: _____ SUSPEND: _____ CREDIT ANALYST: _____
 COMM: _____ CTP: _____ YXRG0407
 SITES NUMBER: 00004 CONTRACT EFFECTIVE DATE: 8/01/14 TERM: _____ REVIEW DATE: _____ C.P.I. CONTRACT STATUS: Y 02
 TERRITORY: SALES REPRESENTATIVE: JONES, JULIA TAX CODE: 0000 TAX EXEMPTION NUMBER: _____ TRANS CODE: _____ REASON CODE: _____
 RENEW: 4.1 MNG CREDIT APPROVAL: _____ CREDIT LIMIT: _____ CONTRACT APPROVAL: _____ ENTERED BY: _____ DATE: _____

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 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 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, a deposit in an amount equal to one month's charges under this Agreement.

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.

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.

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 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, 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.

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

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 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.

CUSTOMER'S INITIAL: 

DATE: 10/2/14

INVOICE TO

CUSTOMER NAME: CARBON COUNTY OFFICES
 ATTN.:
 ADDRESS: PO BOX 887
 CITY: RED LODGE, MT
 STATE: MT
 ZIP CODE: 59068-0887
 TEL. NO.: (406) 446-1595
 FAX NO.:

SITE LOCATION

SITE NAME: CARBON CO FAIRGROUNDS
 ADDRESS: 207 RODEO RD
 CITY: RED LODGE, MT
 STATE: MT
 ZIP CODE: 59068-0887
 TEL. NO.: (406) 446-1595
 FAX NO.:
 AUTHORIZED BY: LINDA MANN
 CONTACT: LINDA MANN
 TITLE:



AGREEMENT NUMBER: 491092614

ACCOUNT NUMBER: 3520491

NO	CONT. GRP.	TYPE	SIZE	Q	QUANTITY	ASST TYPE	CO	GRD	SEW. FREQ.	EST. LFTS	S	RA. RECY.	LF CODE	OPER DATE	L.O.B.	PER. BILL	RI. PERIOD	CHARGES	CHARGES		
1	RL		3.00		1	S	N	G72JPA	1 / 1W		N	Y	AA 11	8/01/14	10	1	MONTHLY	CONTAINER DELIVERY BASIC SERVICE	\$100.00 \$91.20	NON-SCHEDULED SERVICE CONTAINER REMOVAL	\$65.00 \$100.00

ALLIED WASTE SERVICES OF NORTH AMERICA, LLC DBA REPUBLIC SERVICES OF MONTANA
 HEREINAFTER REFERRED TO AS THE "COMPANY"

BY: _____ TITLE: _____
 (AUTHORIZED SIGNATURE)

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 authority to sign the Agreement on behalf of Customer.
 BY: *John F. Howell* (AUTHORIZED SIGNATURE) TITLE: *Residing Officer*
Carbon County CUSTOMER NAME (PLEASE PRINT) DATE OF AGREEMENT: *10/2/14*

COMMENTS

DOES FACILITY HAVE A HAZARDOUS WASTE GENERATOR I.D. NUMBER?
 I.D. NUMBER: _____
 NATIONAL ACCOUNT NUMBER: _____
 CUSTOMER CATEG.: _____ CASH TOLERANCE: _____ SUSPEND: _____ CREDIT ANALYST: _____
 COMM. C.P.I. CONTRACT STATUS: _____ CTP: _____ YX BYR0407
 CONTRACT EFFECTIVE DATE: _____ TERM: _____ REVIEW DATE: _____ C.P.I. CONTRACT STATUS: _____ PURCHASE ORDER NUMBER: _____ S.L.C.: _____
 SALES REPRESENTATIVE: _____ TAX CODE: _____ TAX EXEMPTION NUMBER: _____ TRANS CODE: _____ REASON CODE: _____ COMPETITIVE CODE: _____
 4.1 JONES JULIA 0000 CREDIT LIMIT: _____ CONTRACT APPROVAL: _____ ENTERED BY: _____ DATE: _____
 REVIEW: _____ M/G: _____ CREDIT APPROVAL: _____

FOR OFFICE USE ONLY

Rate based on _____ lbs/yd.
 YES NO

TERMS AND CONDITIONS

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.
WASTE MATERIALS. The Waste Materials shall not contain any hazardous materials, wastes or substances; toxic substances, wastes or pollutants; contaminants; 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) ("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.

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 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 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, a deposit in an amount equal to one month's charges under this Agreement.

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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 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, 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.

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

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CUSTOMER'S INITIAL: _____

DATE: 10/2/14

INVOICE TO

CUSTOMER NAME: CARBON COUNTY OFFICES
 ATTN: PO BOX 887
 ADDRESS: RBD LODGE, MT
 CITY: RBD LODGE, MT
 STATE: RBD LODGE, MT
 ZIP CODE: 59068-0887
 TEL. NO.: (406) 446-1595
 FAX NO.:

SITE LOCATION

SITE NAME: CARBON CO OFFICES
 ADDRESS: 17 W 11TH ST
 CITY: RBD LODGE, MT
 STATE: RBD LODGE, MT
 ZIP CODE: 59068-9046
 TEL. NO.: (406) 446-1595
 FAX NO.:
 AUTHORIZED BY: LINDA MANN
 CONTACT: RICK JANITOR



AGREEMENT NUMBER: 491092614
 ACCOUNT NUMBER: 3520491

NO	CONT. SPS.	TYPE	SIZE	C	QUANTITY	UNIT TYPE	CO	BRD	SEM. FREQUENCY	EST. LBS	S	REF. UNIT	LF CODE	OPER DATE	LOA	PER. RATE	CHARGES	CHARGES		
2	CA		.45		1	P	N	173FFF	2 / 1W	N	N	AA 11		4/01/08	30 0	MONTHLY	CONTAINER DELIVERY BASIC SERVICE	\$5.00 \$62.95	NON-SCHEDULED SERVICE CONTAINER REMOVAL	\$32.15 \$5.00

ALLIED WASTE SERVICES OF NORTH AMERICA, LLC DBA REPUBLIC SERVICES OF MONTANA
 HEREINAFTER REFERRED TO AS THE "COMPANY"

BY: _____ (AUTHORIZED SIGNATURE)
 TITLE: _____
 CUSTOMER NAME (PLEASE PRINT): _____

COMMENTS

DOES FACILITY HAVE A HAZARDOUS WASTE GENERATOR I.D. NUMBER? YES NO
 FOR OFFICE USE ONLY
 Rate based on _____ lbs/yd.

TERMS AND CONDITIONS

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.
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 attorney's fees) ("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.

NATIONAL ACCOUNT NUMBER: _____ CUSTOMER CATEG: _____ CASH TOLERANCE: _____ SUSPEND: _____ CREDIT ANALYST: _____
 SITE NUMBER: 00100 CONTRACT EFFECTIVE DATE: 8/01/14 TERM: _____ REVIEW DATE: _____ C.P.I. COMMENT SYMS: _____ CTP: _____ EYRQ407
 TERRITORY: 41 SALES REPRESENTATIVE: _____ TAX CODE: 0000 TAX EXEMPTION NUMBER: 01 TRANS CODE: _____ REASON CODE: _____ COLLECTION CODE: _____
 RENEW: _____ MAG: _____ CREDIT APPROVAL: _____ CREDIT LIMIT: _____ CONTRACT APPROVAL: _____ ENTERED BY: _____ DATE: _____

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 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 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, a deposit in an amount equal to one month's charges under this Agreement.

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.

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.

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 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, 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.

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

EXCUSSED 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 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.

CUSTOMER'S INITIAL: 

DATE: 10/2/14

INVOICE TO

CUSTOMER NAME: CARBON COUNTY OFFICES
 ATTN.:
 ADDRESS: PO BOX 887
 CITY STATE: RED LODGE, MT
 ZIP CODE: 59068-0887
 TEL. NO.: (406) 446-1595
 FAX NO.:

SITE LOCATION

SITE NAME: CARBON CO COURTHOUSE
 ADDRESS: 102 N BROADWAY AVE
 CITY STATE: RED LODGE, MT
 ZIP CODE: 59068-9097
 TEL. NO.: (406) 446-1595
 FAX NO.:
 AUTHORIZED BY: LINDA MANN
 CONTRACT: LINDA MANN



AGREEMENT NUMBER: 491092614
 ACCOUNT NUMBER: 3520491

NO	QTY	TYPE	SIZE	C	QUANTITY	ACCT TYPE	CO	BRD	SEW FREQ	EST LPTS	S	PA REL	RSPT REL	LF CODE	OPEN DATE	L.O.B.	PRE BILL	BILL FREQ	CHRGES	CHRGES		
1	RL		3.00		1	P	N	173FFEB	2 / 1W		N	N	N	AA 11	9/01/97	30	0	MONTHLY	CONTAINER DELIVERY BASIC SERVICE	\$100.00 \$129.30	NON-SCHEDULED SERVICE CONTAINER REMOVAL	\$65.00 \$100.00

ALLIED WASTE SERVICES OF NORTH AMERICA, LLC DBA REPUBLIC SERVICES OF MONTANA
 HERINAFTER REFERRED TO AS THE "COMPANY"

BY: _____ TITLE: _____
 (AUTHORIZED SIGNATURE)

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 authority to sign the Agreement on behalf of Customer.
 BY: *[Signature]* TITLE: *[Title]*
 (AUTHORIZED SIGNATURE) CUSTOMER NAME (PLEASE PRINT) DATE OF AGREEMENT

TERMS AND CONDITIONS

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.

WASTE MATERIALS. The Waste Materials shall not contain any hazardous materials, wastes or substances; toxic substances; wastes or pollutants; contaminants; 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) ("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.

FOR OFFICE USE ONLY
 DOES FACILITY HAVE A HAZARDOUS WASTE GENERATOR I.D. NUMBER?
 I.D. NUMBER: _____ YES NO
 NATIONAL ACCOUNT NUMBER: _____ CUSTOMER CATEG: _____ CASH TOLERANCE: _____ SUSPEND: _____ CREDIT ADJUST: _____
 CONTRACT EFFECTIVE DATE: 8/01/14 TERM: _____ COMM: _____ CTP: _____ EXT: 0407
 SALES REPRESENTATIVE: _____ TAX CODE: _____ C.P.I. CONTRACT STARTS: _____ TAX EXEMPTION NUMBER: _____ PURCHASE ORDER NUMBER: _____
 HOUSE ACCOUNT: 41 CREDIT APPROVAL: _____ TAX CODE: _____ TRANS CODE: _____ REASON CODE: _____
 RENEW: _____ M/G _____ CREDIT LIMIT: _____ CONTRACT APPROVAL: _____ ENTERED BY: _____ DATE: _____

REMARK: _____
 Y H Y N

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 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 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, a deposit in an amount equal to one month's charges under this Agreement.

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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.

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CUSTOMER'S INITIAL: 

DATE: 10/2/14

INVOICE TO

CUSTOMER NAME CARBON COUNTY OFFICES
 ATTN.:
 ADDRESS PO BOX 887
 CITY RED LODGE, MT
 STATE
 ZIP CODE 59068-0887
 TEL. NO. (406) 446-1595 FAX NO.

SITE LOCATION

SITE NAME CARBON CO ANNEX
 ADDRESS 206 N BROADWAY AVE
 CITY RED LODGE, MT
 STATE
 ZIP CODE 59068-9369
 TEL. NO. (406) 446-1595 FAX NO.
 AUTHORIZED BY: LINDA MANN
 CONTRACT LINDA MANN



AGREEMENT NUMBER 491092614
 ACCOUNT NUMBER 3520491

NO	CONF. ORG.	TYPE	SIZE	QTY	ACCT. TYPE	CO	GRID	SEW. FREQ.	EST. LBS	S	RA. NO.	REF. NO.	LF CODE	OPEN DATE	LOB	PER. PER.	CHARGES	CHARGES		
2	CA		.45	1	P	N	173FPFB	1 / 1W		N	N	AA 05		4/01/08	30	0	CONTAINER DELIVERY BASIC SERVICE	\$5.00	NON-SCHEDULED SERVICE CONTAINER REMOVAL	\$32.15

ALLIED WASTE SERVICES OF NORTH AMERICA, LLC DBA REPUBLIC SERVICES OF MONTANA

HEREINAFTER REFERRED TO AS THE "COMPANY"

BY: _____ TITLE: _____
 (AUTHORIZED SIGNATURE)

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 authority to sign the Agreement on behalf of Customer.
 BY: *[Signature]* TITLE: *Residing Officer*
 (AUTHORIZED SIGNATURE)
 CUSTOMER NAME (PLEASE PRINT) *Carbon County* DATE OF AGREEMENT *10/2/14*

FOR OFFICE USE ONLY

DOES FACILITY HAVE A HAZARDOUS WASTE GENERATOR I.D. NUMBER? YES NO
 I.D. NUMBER _____

Rate based on _____ lbs/yd.

TERMS AND CONDITIONS

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.
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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.

NATIONAL ACCOUNT NUMBER _____ CUSTOMER CATES _____ CASH TOLERANCE _____ SUSPEND _____ CREDIT ANALYST _____
 COMM _____ CTP _____ PURCHASE ORDER NUMBER _____ EYRO407
 SITE NUMBER 00102 CONTRACT EFFECTIVE DATE 8/01/14 TERM REVIEW DATE _____ C.P.I. CONTINGENT FEES _____ S.I.C. _____
 TERRITORY SALES REPRESENTATIVE TAX CODE TAX EXEMPTION NUMBER TRANS CODE REASON CODE CONTRACT CODE
 4.1 HOUSE ACCOUNT CREDIT APPROVAL 0000 CONTRACT APPROVAL CREDIT LIMIT ENTERED BY DATE
 RENEW. MNG CREDIT APPROVAL

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 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 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, a deposit in an amount equal to one month's charges under this Agreement.

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CUSTOMER'S INITIAL: _____ DATE: _____