

HEALTH AND ENVIRONMENT REGULATIONS
Chapter 4: Lincoln County Solid Waste Regulation
DRAFT 7 September 2017

SUBCHAPTER 1: GENERAL PROVISIONS

4.1.101 INTENT: The purpose of this rule is to establish standards for proper storage, handling and disposal of solid waste to protect public health, safety and the environment.

4.1.102 AUTHORITY: Authority for regulations promulgated in this rule is provided for in MCA 50-2-116.

4.1.103 DEFINITIONS: The following definitions shall apply in the interpretation and enforcement of this rule:

- (1) "Board" - the City-County Health Board of Lincoln County, Montana
- (2) "Health Officer" - Lincoln County Health Officer or their designated representative
- (3) "Clean Fill" – Uncontaminated soil, dirt, rock, sand, gravel and portland cement concrete free of reinforcing steel
- (4) "Construction and Demolition Waste" – Any waste building materials and rubble that result from the construction, remodeling, repair or demolition of structures or roads, including debris and remnants of structure after fire or collapse
- (5) "Department" – Lincoln County Health Department
- (6) "Greenbox Site" – A remote dumpster location maintained by Lincoln County for residential refuse collection
- (7) "Group I Waste" – Hazardous waste as defined by 40 CFR 261
- (8) "Litter" – Any quantity of paper, cardboard, metal, plastic, glass, or other miscellaneous solid waste which is not disposed of in a garbage container
- (9) "Person" – Any individual, firm, partnership, company, association, corporation, city, town, local governmental entity, or any other state, federal, or private entity, whether organized for profit or not
- (10) "Public Nuisance" a condition that endangers safety or health, is offensive to the senses, or obstructs the free use of property so as to interfere with the comfortable enjoyment of life or property by an entire community or neighborhood or by any considerable number of persons, or which unlawfully obstructs the free passage or use in the customary manner, of any navigable waters, or any public park, square, street or highway. "Solid Waste" – All putrescible and nonputrescible wastes, including but not limited to garbage, refuse, rubbish, ashes, sludge from sewage treatment plants, construction and demolition wastes, dead animals, discarded appliances and woodwaste.
- (11) "Commercial Waste" – Refuse that is created at a commercial establishment or business, including but not limited to stores, offices, restaurants, hotels and trailer courts.
- (12) "Residential Waste" – Refuse that is created at a single family dwelling.

SUBCHAPTER 2: COMPLIANCE REQUIREMENTS

4.2.101 STORAGE, COLLECTION, AND DISPOSAL

- (1) Any person owning, controlling, or in possession of any dwelling or place of business from which solid waste is generated shall maintain at all times in a place easily accessible, and where it will not be offensive or a public nuisance, one or more metal or plastic containers with overlapping tight-fitting covers in which all refuse accumulated on the premises shall be placed.
- (2) The capacity of the containers shall be adequate to hold all refuse generated between collections.
- (3) It is the duty of the owner, agent, occupant, or lessee of a property to keep premises free of litter and other solid waste.

(4) No person shall store or allow to be stored any solid waste on public or private land within the county where said storage will create a public nuisance, or be to any degree offensive or if the Health Officer determines it may constitute a public health, environmental health or safety hazard.

(5) Disposal at Lincoln County Greenbox sites is restricted to residential waste only. Disposal of commercial waste is not allowed at county greenbox sites and must be transported directly to a licensed sanitary landfill for disposal. Disposal of large, bulky items such as appliances, furniture, tires, woodwaste and construction and demolition debris is not allowed at county greenbox sites and must be transported directly to a licensed sanitary landfill for disposal.

(6) Disposal at Lincoln County Green box sites is restricted to residential waste only. Disposal of large, bulky items, appliances, furniture, tires, wood waste, construction and demolition debris, animals, and all commercial waste is not allowed at county green box sites and must be transported to a licensed sanitary landfill for disposal.

(7) All friable and un-friable asbestos containing materials including all vermiculite, being transported to or disposed of in the Lincoln County Solid Waste system shall be packaged in such a way as to prevent contamination of the surrounding environment, protect landfill workers, and protect the public health. Disposal must be coordinated with the landfill manager or gate attendant prior to transporting the material.

(5)(8) Salvaging or scavenging at any county maintained disposal site is prohibited per ARM 17.50.1116.

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4.2.102 TRANSPORTATION:

- (1) Solid waste must be covered, containerized, or secured to the vehicle during transportation.
- (2) Solid waste shall be loaded and transported in such a manner that none of it shall fall, drop or spill upon the roadway or ground.

4.2.103 BURNING SOLID WASTE: No person shall burn any solid waste on public or private land within the county, unless the burning is permitted in accordance with the Lincoln County Control of Air Pollution regulations.

4.2.104 BURYING SOLID WASTE: No person shall bury any solid waste on public or private land within the county, unless:

- (1) the solid waste qualifies as clean fill and permission has been granted by the property owner or owners; or
- (2) the solid waste is organic agricultural or silvicultural waste which originated on the property where it is to be buried and the Health Officer determines that the practice will not be offensive or endanger public or environmental health; or
- (3) the site is licensed as a landfill by Montana DEQ.

4.2.105 ILLEGAL DUMPING:

- (1) No person shall dump, store, place or leave or cause to be dumped, placed or left any solid waste upon any public or private property within the county, unless the solid waste is clean fill and permission has been granted by the property owner or owners.
- (2) No person shall dump, place or leave or cause to be dumped, placed or left any solid waste in residential or commercial containers maintained for the use of other residences or establishments.

4.2.106 HAZARDOUS WASTE: No person shall transport, store, or dispose of any Group I waste except as provided for in ARM 17.53.111.

SUBCHAPTER 3: ENFORCEABILITY AND PENALTIES

4.3.101 ENFORCEABILITY: The provisions of this regulation are enforceable by the Lincoln County Sheriff's Office, the Health Officer or the Department.

4.3.102 POWERS AND DUTIES OF THE DEPARTMENT:

- (1) The Health Officer is hereby authorized to make such inspections as are necessary to determine satisfactory compliance with this regulation.
- (2) The owner or occupant of a property shall give the Health Officer free access to the property at reasonable times for the purpose of making such inspections as are necessary to determine compliance with the requirements of this regulation.
- (3) The Health Officer will determine whether or not this regulation applies after an inspection of the property or area.
- (4) The Health Officer will serve a written Notice of Violation and/or Notice to Appear and Complaint on the person who owns, leases or occupies the property on which a violation of this regulation exists. The notice(s) may be served in person or by certified mail with return receipt.
- (5) The Health Officer can set a deadline for compliance and approve/disapprove a proposed compliance plan.
- (6) If the violation has not been corrected by the deadline, the Health Officer, or their contractor or designee, may enter onto the property for the specific purpose of abating or mitigating the violation.

4.3.103 PENALTIES:

- (1) Violation of any part of this regulation shall constitute a misdemeanor punishable by imprisonment in the Lincoln County Jail not exceeding ninety (90) days or by a fine not to exceed \$200.00, or both. Each day of violation will constitute a separate offense.
- (2) Actions to recover the expenses incurred under 4.3.102(6) shall be brought in the name of the county as provided by MCA 50-2-123.

SUBCHAPTER 4: SEVERABILITY AND CONFLICT OF ORDINANCE

4.4.101 CONFLICT: In any case where a provision of this regulation is found to be in conflict with a provision of any other regulation of Lincoln County, the provision which establishes the higher standard for the protection of public health and safety shall prevail.

4.4.102 SEVERABILITY: If any provision of this regulation is declared invalid by any court or tribunal, the remaining provisions of this regulation shall not be affected thereby.

Lincoln County Health Department

Wastewater Fee Schedule

September 2017

Wastewater, Subdivisions, and Licensed Installers	FEE (current)
Septic Permit (with prior DEQ approval)	\$150
Septic Permit (local review)	\$200 (\$150)
Affidavit for Illegally Installed System Application	\$500 (\$150)
Expired Permit Renewal	\$75 (\$50)
Local Health & Sanitation in Subdivision Review	\$100
Licensed Installer (exam and license) (good for two years)	\$150 (\$100)
Licensed Installer Renewal (good for two years)	\$100
Paper copies of DEQ-4 and Subchapter 9	\$10 (new)
Mailed Copies of DEQ-4 and Subchapter 9	\$15 (new)

Lincoln County Health Department

General Fee Schedule

DRAFT – September 2017

Plan Reviews	FEE (current)
Food Establishment Plan Review - Level 1 (1-2 employees per shift)	\$60 (new)
Food Establishment Plan Review - Level 2 (3-5 employees per shift)	\$115 (new)
Food Establishment Plan Review- Level 3 (6 or more employees per shift)	\$200 (new)
Temporary Food Service	\$20+\$10/event
Public Accommodations Plan Review	\$115 (new)
Bed and Breakfast/Hostel Plan Review	\$115 (new)
Body Art/Piercing Plan Review	\$115 (new)
(PLAN REVIEWS INCLUDE APPLICATION REVIEW AND ON-SITE INSPECTION)	

Inspections and Site Visits	FEE
Food Establishment Annual Inspection	No Charge
Food Establishment Additional Follow-ups and Inspections	\$100
On-site Stove Inspections	No Charge
Septic System On-site Inspection	\$100

Animal Control	FEE (current)
Dog License (spayed/neutered)	\$5
Dog License (unaltered)	\$10
Dog License Lifetime (spayed/neutered only)	\$25 (new)
Dog License (duplicate)	\$2
Dog License (Kennel of 5 or more dogs, not breeding/commercial)	\$50
Dog License (Commercial Kennel)	\$150 (\$50)
Surrender Fee	\$20
Boarding Fee	\$5/day
Impoundment Fee	\$20-\$30
\$20 impound + \$5 if not spayed/neutered + \$5 if not wearing license	
Impoundment fees double each time dog is impounded in calendar year	

ORDINANCE NO. 582

AN ORDINANCE PROVIDING CONSTRUCTION STANDARDS FOR AND THE LOCATION OF MOBILE HOMES AND MANUFACTURED HOUSING WITHIN THE CITY OF TROY, MONTANA

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF TROY, MONTANA, THAT THE FOLLOWING ORDINANCE BE ADDED TO THE MUNICIPAL CODE OF THE CITY OF TROY, MONTANA:

Section 1. HUD Approved Manufactured Housing Authorized Within City Of Troy. Manufactured housing built according to construction standards established by the United States Department of Housing and Urban Development (HUD) and bearing certification to that effect is authorized to be located within the city limits.

No mobile home or manufactured housing that is not constructed pursuant to HUD standards or which does not possess a HUD certification may be moved into the city and utilized for purposes of residential housing. All currently non-compliant mobile homes and manufactured housing already located within the city limits now or at the time of annexation into the city may continue to be located within the city and utilized for residential purposes. At such time as said non-compliant mobile home or manufactured housing ceases to be utilized for residential purposes, it will no longer be allowed to be utilized for purposes of residential housing nor replaced with another non-compliant mobile home or manufactured house.

Section 2. Manufactured Housing Located Individually On Separate Independently Owned Building Sites. A manufactured house authorized by this title may be located on a separate independently owned building site either by the property owner or pursuant to a lease if the manufactured house complies with the following criteria:

1. The structure is a family dwelling unit;
2. The structure must be no more than fifteen (15) years old at the time of its location on the building site;
3. The structure is placed on a permanent foundation;
4. The outside measurements of the structure are at least 900 square feet with a minimum width of twenty (20) feet;
5. The structure has a pitched roof, at least six (6) inch dripege and siding and roofing materials that as defined by local regulations are customarily used on site built homes;
6. The structure is constructed in compliance with the applicable prevailing standards of the United States Department Of Housing And Urban Development at the time of its construction;
7. The structure has its towing tongue removed when located on the building site;
8. The structure must be connected to municipal sanitary sewer services and water services;
9. The building site shall have access to public roadways; and
10. Prior to the placement of any compliant mobile home or manufactured housing unit, the owner of the building site shall make application to the City for a manufactured home building permit.

Section 3. Mobile Homes Or Manufactured Housing Not In Compliance. Mobile homes or manufactured housing not in compliance with this ordinance shall only be allowed in those areas defined as establishments and licensed by the State of Montana pursuant to Title 50, Chapter 52.

Section 4. Severability. If any section, subsection, sentence, clause, phrase or word of this ordinance is for any reason held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining portions of this ordinance. The Council hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, phrase, and words thereof irrespective of the fact that any one or more

sections, subsections, sentences, clauses, phrase or words have been declared invalid or unconstitutional, then the remaining ordinance provisions will be in full force and effect.

PASSED BY THE CITY COUNCIL and approved by the Mayor of the City of Troy, Montana, this 11th day of **January, 2006.**

/s/ James C. Hammons, Mayor

ATTEST:

/s/ Sandra Johnson, City Clerk

First Reading: January 11, 2006

Second Reading: January 25, 2006

Operating Procedure #2
City-County Board of Health
Lincoln County, MT
September

Purpose: The purpose of this document is to outline the procedures for handling public comments, both verbal and written, as discussed and agreed upon at the July 12, 2017 City-County Board of Health (Board) meeting.

The following Procedures apply to the Board and any committees thereof.

Verbal Comments:

- Each Board meeting will include “Public Comment” as a standard agenda item.
- Verbal comments will be limited to 3 minutes per individual
- The Board Chair may exercise discretion to extend this individual limit
- The Board Chair may terminate any individual comment period if they determine the comments are not relevant to Board activities, personal attacks, or not presented in a respectful manner
- The Board or Committee is under no obligation to respond to comments immediately or during the meeting.
- Minutes will identify the speaker and briefly describe the overall topics of comments provided.
(see “Minutes” below for additional information)

Written Comments:

- The Board will maintain an electronic correspondence folder to store all written comments and/or correspondence submitted to the Board. All comments and/or correspondence will be available for review by any member of the public in accordance with the current Lincoln County Public Information Policy.
- If written comments or correspondence are the subject of discussion at a meeting, it will be included in the minutes.
- If written comments or correspondence are submitted and not the subject of discussion at a meeting, they will not be included in the minutes.

Minutes:

As noted in the Board By-laws, minutes will be kept for all regular and committee meetings in accordance with Montana Code Annotated (MCA) as noted below. Minutes will serve as a written record of each meeting and will generally describe the events of the meeting. Minutes will not serve as a transcript of the meeting and will not capture the dialogue of Board members, meeting presenters, or other meeting attendees (e.g., public commenters).

Per MCA § 2-3-103: [p]ublic comment received at a meeting must be incorporated into the official minutes of the meeting, as provided in 2-3-212.

Per MCA § 2-3-103(2): Minutes must include without hesitation:

- (a) the date, time, and place of the meeting;
- (b) a list of the individual members of the public body, agency, or organization who were in attendance;
- (c) the substance of all matters proposed, discussed, or decided; and
- (d) at the request of any member, a record of votes by individual members for any votes taken.



**TRIHYDRO CORPORATION – BOARD OF HEALTH – LINCOLN COUNTY, MT
GENERAL BASIC AGREEMENT- ENGINEERING AND CONSULTING SERVICES**

THIS Agreement is made and entered into on _____ day of _____, 2017, by and between BOARD OF HEALTH – LINCOLN COUNTY, MT, whose address is 418 Mineral, Ave, Libby, MT 59923 ["CLIENT"] and TRIHYDRO CORPORATION, a Wyoming corporation, whose address is, 1252 Commerce Drive, Laramie, WY 82070 ["TRIHYDRO"].

WHEREAS, TRIHYDRO is engaged in the business of providing engineering, remediation project management, cost review, and other consulting and claim review services, and CLIENT may require such services from time to time;

NOW, THEREFORE, in consideration of the terms, provisions, and Agreements set forth herein, the parties agree as follows:

ARTICLE 1. SERVICES AND WORK CHANGE ORDERS.

1.01 Scope of Work. TRIHYDRO shall provide the services and perform the Work authorized by CLIENT and accepted by TRIHYDRO ["the Work"] as set forth in the Scope of Work in a Work Order [in the form attached hereto as ATTACHMENT A ("Work Order"), or equivalent form (i.e. purchase order, notice to proceed or email authorization).

1.02 Work Change Orders. All services or Work, other than as specifically set forth in the Work Order, shall be mutually agreed upon and shall be set forth in a Work Change Order [in the form attached hereto as ATTACHMENT B ("Work Change Order"), or equivalent form (i.e. purchase change order, email change authorization). The Work Order and each Work Change Order shall be accompanied by a Schedule of Charges and shall include the following:

- (a) Location at which the Work or Work Change Order Work is to be performed;
- (b) Specific scope and description of the Work or Work Change Order to be performed, including plans and specifications where appropriate;
- (c) Trihydro Project Manager and CLIENT's authorized representative responsible for project;
- (d) Schedule for commencement and completion of the Work or the Work Change Order; and
- (e) Identifiable health and safety considerations.

ARTICLE 2. CHARGES AND BILLING.

2.01 Schedule of Charges. CLIENT shall pay TRIHYDRO in accordance with the written Schedule of Charges accompanying the Work Order and/or each Work Change Order.

2.02 Invoices. TRIHYDRO shall invoice CLIENT monthly for Work performed under the Work Order and/or each Work Change Order. CLIENT shall timely review such invoices and shall notify TRIHYDRO within fifteen (15) days of any disputed amounts. All undisputed amounts shall be paid no later than thirty (30) days after receipt of the invoice unless otherwise authorized in a Work Order. Undisputed amounts remaining unpaid for more than thirty (30) days after the date of the invoice shall be subject to a finance charge of one and a half percent (1 ½ %) per month.



2.03 Legal Process; Litigation Support Services. Any time or expense related to compliance with legal process, including responding to subpoenas or other requests for production of documents, as well as any services for expert testimony, depositions, or trial testimony are not included in the general scope of services and will be performed at 1.5 times the individual billing levels in Trihydro's current Schedule of Charges.

ARTICLE 3. TERMS OF AGREEMENT AND TERMINATION.

3.01 Severability of Terms. Every part, provision, or term of the Engineering and Consulting Services Agreement is severable from every other part, provision, or term. A finding that any part or provision is invalid, void, or unenforceable shall not affect the remaining parts and provisions.

3.02 Integrated Agreement. The terms and conditions set forth in the foregoing Engineering and Consulting Services Agreement, sometimes collectively referred to as the "Agreement", constitute the entire understanding of the parties relative to services provided by TRIHYDRO to CLIENT, and supersede and completely integrate any and all prior Agreements between the parties, whether oral or in writing.

3.03 Incorporated in Work Orders. The Agreement and these terms and conditions shall be incorporated in the Work Order and/or the Work Change Order and authorizations, and shall govern each such order unless expressly excluded in writing therefrom.

3.04 Survival of Terms. The terms and conditions of the Agreement as applied to the Work Order or a Work Change Order shall survive termination or expiration of the Agreement and shall continue to govern completion of the Work Order or any Work Change Orders signed by the parties.

3.05 Non-performance. Should TRIHYDRO fail, neglect, or refuse to perform any of the Work or any Work Change Order; or should TRIHYDRO become insolvent; or, if at any time the Work should be unreasonably delayed; or if the conditions of this Agreement or a Work Change Order should be willfully violated, or performed carelessly, or in bad faith; then CLIENT may notify TRIHYDRO in writing, and if the faults complained of are not corrected to the satisfaction of CLIENT within ten (10) days from the delivery of the notice, then TRIHYDRO shall discontinue all or part of the Work under this Agreement or discontinue the Work of its subcontractors and CLIENT shall have full right to immediately purchase and hire materials, tools, labor, and machinery or otherwise contract for completion of the Work and to recover from TRIHYDRO damages therefore.

3.06 Termination. Either party may terminate this Agreement at any time and without cause upon thirty (30) days prior written notice to the other.

ARTICLE 4. RECORDS.

4.01 Retention. TRIHYDRO shall maintain true and correct records in connection with each material cost and each cost reimbursable service performed and all transactions related thereto, and shall retain all such records for three years after the end of the calendar year in which the last service was performed. CLIENT at its expense, from time to time up to three (3) years after the last services were performed, may inspect and audit all records of TRIHYDRO in connection with all costs and expenses invoiced for material cost and cost reimbursable services. No



inspection or audit shall delay or defer the obligation of CLIENT to make payment on undisputed invoices. At the end of three (3) years, CLIENT and TRIHYDRO shall make arrangements for the transfer of said records to CLIENT. TRIHYDRO shall have the right to copy such portions of said records as it shall deem necessary to retain and shall have the right thereafter to request copies of such transferred records. TRIHYDRO is an environmentally conscience firm that maintains and stores its documents electronically, rather than in hard copy.

ARTICLE 5. TIME FOR PERFORMANCE, EXTENSIONS, AND DELAYS.

5.01 Timely Performance. TRIHYDRO shall commence and complete the Work and/or the Work Order and/or the Work Change Order in accordance with the schedule set forth in the Work Order or any Work Change Order and shall, at all times, proceed diligently with said Work to completion.

5.02 Suspension of Work. CLIENT reserves the right to suspend the whole or any part of the Work under any Work Order or any Work Change Order at any time. If all of the projected Work contemplated in a Work Order or a Work Change Order is terminated or abandoned by CLIENT, CLIENT shall pay TRIHYDRO for the Work performed in conformity with specifications, and in accordance with the Schedule of Charges.

5.03 Delays. If TRIHYDRO is obstructed or delayed in the prosecution or completion of the Work by reason of the unusual action of the elements, or by reason of the abandonment of the Work by the employees in a general strike, or by reason of war, civil disorder, fire or other casualty, strikes or embargoes, or shortage of transportation facilities, or by reason of any cause beyond the reasonable control of TRIHYDRO or CLIENT, TRIHYDRO and its agents, representatives, and subcontractors shall have no claim for damages for any such cause or delay and CLIENT, its agents, CLIENT's, representatives, and subcontractors shall have no claim for damages. In any such event, TRIHYDRO shall be entitled to such extension of time for the completion of the Work as CLIENT may approve as being just and proper; provided, however, that such claim for extension of time shall be made by TRIHYDRO to CLIENT within one (1) week from the time when cause for delay occurs, on a Work Order or a Work Change Order.

ARTICLE 6. PERFORMANCE OF SERVICES AND COMMUNICATION OF RESULTS.

6.01 Standard. TRIHYDRO shall perform the Work in a professional manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions and information. No other representation, express or implied, and no warranty or guarantee is included or intended herein, or in any report, document or otherwise.

6.02 Plans and Specifications. The specifications and plans in the Work Order, or attached to a Work Change Order, are intended to be explanatory of each other, but should any discrepancies appear or any misunderstanding arise as to the meaning of anything contained in either, the plans and specifications shall be construed to require and include all labor and material and equipment necessary and proper for the Work contemplated, so that Work may be completed according to the true intent and purpose of the plans and specifications.

6.03 Results. Results of TRIHYDRO Work and analyses shall be communicated to CLIENT in writing as required in the Work Order, except that TRIHYDRO may give results orally or



in electronic form in advance of any written results unless otherwise directed by CLIENT. Such oral or electronic communications of results in advance of the final written results are tentative only and are subject to change by TRIHYDRO before the final completion report is sent to and accepted by CLIENT.

ARTICLE 7. MATERIAL, EQUIPMENT, PREMISES AND WORK.

7.01 Material, Equipment, Utilities. TRIHYDRO shall, unless otherwise agreed, provide and pay for all materials, labor, tools, equipment, light, power, transportation, water and other facilities necessary for the execution and completion of the Work.

7.02 Payments to Suppliers. TRIHYDRO shall pay all materials suppliers and subcontractors for Work performed under the Work Order and any Work Change Order within seven (7) days from receipt of payment from CLIENT. TRIHYDRO agrees to furnish CLIENT with names of any and all suppliers or contractors used by TRIHYDRO in performing the Work, and shall furnish CLIENT satisfactory evidence of settlement including lien waivers for any and all materials supplied to TRIHYDRO under the Work Order or any Work Change Order when all outstanding invoices have been paid by CLIENT.

7.03 Permits, Licenses, and Certificates. Unless otherwise agreed, TRIHYDRO shall secure applicable permits, licenses, and certificates in connection with the performance of the Work, and pay all municipal inspection or other fees pertaining thereto.

ARTICLE 8. TRIHYDRO'S EMPLOYEES.

8.01 Compliance with Laws and Regulations. TRIHYDRO agrees to comply with applicable federal and state enactments with reference to employer's liability, unemployment security, Worker's compensation, Worker's insurance, environmental laws and regulations, and occupational safety and health laws in effect in the jurisdiction in which the Work is performed. All Work performed pursuant to this Agreement or any Work Order or Work Change Order shall be performed by TRIHYDRO as an independent contractor and under no circumstances will TRIHYDRO or its employees be considered employees or agents of CLIENT.

8.02 Unemployment Compensation. TRIHYDRO will register as an employer wherever required under applicable state Unemployment Compensation Laws, and, in the performance of the Work, TRIHYDRO will comply with the requirements of such laws and will pay and save and hold CLIENT harmless from and on account of all taxes under such unemployment compensation laws applicable to performance of the Work, whether with reference to employees of TRIHYDRO or to others, and that it will furnish CLIENT evidence of its registration under such unemployment compensation laws and will promptly report to CLIENT from time to time the number of employees employed by TRIHYDRO or by its subcontractors in the performance of the Work.

ARTICLE 9. INSURANCE AND INDEMNIFICATION.

9.01 Insurance. TRIHYDRO agrees to carry adequate insurance protection against loss, damage, injury and liability, including claims for personal injury or death, property damage, and damage to the Work resulting from operations under this Agreement and any Work Order or any Work Change Order; coverage shall be not less than \$2,000,000.00. In addition, TRIHYDRO shall carry professional liability (errors and omissions) insurance coverage with minimum limits of



\$5,000,000.00 per claim and \$5,000,000.00 aggregate; and an umbrella liability of \$10,000,000. CLIENT shall be an additional insured under the insurance policies carried by TRIHYDRO hereunder.

9.02 Limitation of Liability. Notwithstanding any other provisions hereof, TRIHYDRO's liability for damages arising from or related to the Work shall be limited to the amount of applicable insurance provided in this Article. In no event shall Trihydro be liable for consequential or indirect damages, lost profits, lost business or opportunity, or lost use of property.

9.03 Certificates. Documentary evidence of insurance required by this Agreement shall be furnished to CLIENT by TRIHYDRO before commencing Work hereunder. The insurance policies hereunder shall provide that notices by the insurer to the insured be given simultaneously to CLIENT.

9.04 Indemnification.

a. TRIHYDRO agrees, to the extent and limits permitted by law, to indemnify, defend, and hold CLIENT harmless from damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by TRIHYDRO, its employees, agents or subcontractors' negligent acts, errors or omissions in the performance of professional services arising from a Work Order or Work Change Order subject to this Agreement.

b. CLIENT agrees, to the extent permitted by law, to indemnify, defend, and hold TRIHYDRO harmless from damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by CLIENT, its employees, agents, or subcontractors' negligent acts, errors or omissions in the performance of professional services arising from a Work Order or Work Change Order subject to this Agreement.

c. Neither party to this Agreement is obligated to indemnify the other party in any manner whatsoever for the other parties' negligence.

ARTICLE 10. GENERAL PROVISIONS.

10.01 Successors and Assigns. This Agreement shall inure to and be binding upon the legal representatives and successors and assigns of the parties hereto. Neither party shall assign, transfer or convey this Agreement or the Work Order or any Work Change Order, or any right, title, or interest, therein or any power to execute the same, to any person, company or corporation without the prior written consent of the other.

10.02 Alternative Dispute Resolution. All disputes relating to this Agreement shall be decided by alternative dispute resolution. Upon notice of a dispute between them, the parties will mutually agree on, and will share equally the cost of, utilizing a qualified mediator, and will conduct a mediation conference in accordance with the mediator's instructions at a location in the State in which the Work is performed. If the mediation does not resolve the parties' dispute, the parties consent to the jurisdiction of the courts of the State of Montana, agree that venue shall be in Lincoln County, Montana, and agree that each party shall pay its own attorney's fees and costs incurred therein.

10.03 Confidentiality. TRIHYDRO agrees not to use confidential information disclosed to it by CLIENT for its own use, or for any purpose except to carry out services outlined in this



Agreement. TRIHYDRO will not disclose the confidential information to third parties or to its employees, agents or representatives, except those who need the information to carry out the services provided in the Agreement, or unless required by law or such information becomes publicly available by a party other than TRIHYDRO, its employees, agents or representatives. TRIHYDRO agrees to notify CLIENT in writing of any misuse or misappropriation of confidential information that may come to its attention.

10.04 Independent Contractor. All Work performed pursuant to this Agreement or any Work Change Order shall be performed by TRIHYDRO as an independent contractor and under no circumstances will TRIHYDRO or its employees be considered employees or agents of CLIENT. CLIENT shall have no voice in the selection, discharge, supervision, or control of TRIHYDRO's employees, representatives, or subcontractors. Except to the extent that a particular method is specified in any plans or specifications hereunder or in the Work Order or any Work Change Order, CLIENT shall not have the right to direct or control TRIHYDRO in the method of performance or the means of accomplishing the desired result.

10.05 Modification. All amendments, changes, and modifications to this Agreement shall be made in writing by Work Change Order, and approved and executed with the same formality as this Agreement

10.06 Governing Law. This Agreement and all Work shall be governed by and interpreted in accordance with the laws of the State of Montana.

10.07 No Solicitation of Personnel. During the term of this Agreement and for a period of six (6) months after its termination, neither party will solicit any employee of the other without the prior written consent of the other party. However, neither party will be restricted from employing employees who make unsolicited applications in response to a general advertisement.

ARTICLE 11. PROJECT MANAGER / AUTHORIZED REPRESENTATIVE

11.01 Project Manager. TRIHYDRO shall designate a Project Manager. The Project Manager shall be the primary contact between TRIHYDRO and CLIENT, although TRIHYDRO's Project Manager may designate an acting Project Manager in his/her absence, as well as field coordinators and inspectors. The Trihydro Project Manager will be designated in the respective Work Orders for each request.

11.02 Authorized Representatives. The parties hereby designate the following Authorized Representatives, who may be changed only by written notice to the other party:

TRIHYDRO CORPORATION

Jack Bedessem or Deby L. Forry, Esq.
Trihydro Corporation
1252 Commerce Drive
Laramie, WY 82070

BOARD OF HEALTH – LINCOLN COUNTY, MT

Jan Ivers, Board Chair
Board of Health
418 Mineral Ave
Libby, MT 59923



IN WITNESS WHEREOF, the parties hereto have signed this Basic Agreement as of the day and year first above written. Facsimile/email signatures will be accepted to execute this Agreement.

TRIHYDRO CORPORATION

BOARD OF HEALTH – LINCOLN COUNTY, MT

By: *Walter Long*

By: _____

Its: Sr. Vice President of Risk Management

Its: _____

**ATTACHMENT A
TRIHYDRO CORPORATION – BOARD OF HEALTH – LINCOLN COUNTY, MT
GENERAL BASIC AGREEMENT- ENGINEERING AND CONSULTING SERVICES
EXAMPLE WORK ORDER**

Work Order No.: _____

Date:

_____ Job No.: _____

Location of Project:

Owner and Contract No.: _____

Services to be Performed: -

Schedule -- Commencement Date: _____ Completion Date: _____

Attachments:

Schedule of Charges: _____

Plans and Specifications: _____

Health and Safety Considerations: _____

Liquidated Damages: _____

Other Information:

This WORK ORDER is made and entered into pursuant to that certain Basic Agreement by and between the undersigned dated _____, the terms, conditions and provisions whereof are hereby incorporated herein and made a part hereof.

Email signatures will be accepted to execute this Work Order.

TRIHYDRO CORPORATION

**BOARD OF HEALTH – LINCOLN COUNTY,
MT**

BY: _____

BY: _____

TITLE: _____

TITLE: _____

**ATTACHMENT B
TRIHYDRO CORPORATION – BOARD OF HEALTH – LINCOLN COUNTY, MT
GENERAL BASIC AGREEMENT- ENGINEERING AND CONSULTING SERVICES
EXAMPLE WORK CHANGE ORDER**

Work Order No.: _____

Date: _____

Job No.: _____

Change Order No.: _____

Location of Project: _____

Insured Name: _____

Owner and Contract No.:

Original Specification:

Change Order:

Attachments (if any): _____

Estimated Additional Cost (if any): _____

Email signatures will be accepted to execute this Work Change Order.

TRIHYDRO CORPORATION

**BOARD OF HEALTH – LINCOLN COUNTY,
MT**

BY: _____

BY: _____

TITLE: _____

TITLE: _____