

TOWN OF ALBERTON

MINUTES OF THE REGULAR TOWN COUNCIL MEETING

May 19, 2026

CALL TO ORDER The Regular Meeting of the Town Council of the Town of Alberton was called to order at 6:00 p.m. on Tuesday, May 19, 2026, at the Alberton Community Center, 701 Railroad Avenue, Alberton, Montana, by Mayor Loreen M. Felstet.

ROLL CALL Present:

- Mayor Loreen M. Felstet
- Council President Timothy Fox
- Council Vice President Sharon Briggs
- Councilmember Kyle Cirinciano

PLEDGE OF ALLEGIANCE The Pledge of Allegiance to the flag of the United States of America was recited.

APPROVAL OF MINUTES

Mayor Felstet asked for comments on the April 7, 2026 minutes. No comments were offered from the Council.

Motion: Councilmember Kyle Cirinciano moved to approve the minutes of the April 7, 2026 Regular Town Council Meeting.

Second: Council Vice President Sharon Briggs.

Vote (Roll Call):

- Sharon Briggs: Yes
- Timothy Fox: Yes
- Kyle Cirinciano: Yes

Motion carried unanimously. The April 7, 2026 minutes were approved as presented.

Mayor Felstet then presented the minutes of the May 12, 2026 meeting (noted as a short meeting due to lack of quorum; continued as a public forum with open public comment).

Motion: Councilmember Kyle Cirinciano moved to approve the minutes of the May 12, 2026 meeting.

Second: Council President Timothy Fox.

Vote (Roll Call):

- Sharon Briggs: Yes
- Timothy Fox: Yes
- Kyle Cirinciano: Yes

Motion carried unanimously. The May 12, 2026 minutes were approved.

Councilmember Kyle Cirinciano apologized to the Council for his absence at the May 12 meeting due to work scheduling confusion and being short-staffed. Council Vice President Sharon Briggs noted that Councilmember Cirinciano had called in and was present in Billings but misunderstood the rescheduled date.

APPROVAL OF CLAIMS AND PAYROLL Mayor Felstet explained that payroll is handled via automatic deposit but claims require Council approval. She noted the impact of the missed May 12 meeting on bill payments and emphasized enforcement of utility fees and penalties.

Motion: Council President Timothy Fox moved to approve payroll for the period.

Second: Council Vice President Sharon Briggs.

Vote (Roll Call):

- Sharon Briggs: Yes
- Timothy Fox: Yes
- Kyle Cirinciano: Yes

Motion carried unanimously. Payroll was approved.

Motion: Council President Timothy Fox moved to approve the claims as presented.

Second: Council Vice President Sharon Briggs.

Vote (Roll Call):

- Sharon Briggs: Yes
- Timothy Fox: Yes
- Kyle Cirinciano: Yes

Motion carried unanimously. Claims were approved.

REPORTS

Sheriff's Office Quarterly Report – Deputy provided the report: 76 calls for service from Alberton last month; 80.75 hours of patrol; increased traffic enforcement with warmer weather; Deputy Hughes on medical leave; other deputies' hours detailed.

Mayor's Report – Mayor Felstad discussed utility billing delinquencies (30-day: \$12,922.92; 60-day: \$9,142.02; 90-day: \$7,746.34; 120+ day: \$6,630.17; total past due approximately \$21,609). Outreach to residents and resource referrals were made. Budget amendment meeting scheduling was addressed.

Clerk-Treasurer Report – Jaylyn Rowley reported on the five-day Municipal Institute training, emphasizing the complexity of the clerk-treasurer role in a small town. She addressed an anonymous concern regarding the order of agenda items (placement of Mayor's Report before staff reports), confirming it was her decision for organizational flow and consistent with Montana law.

Public Works Report – Charlei Jenkins reported on water usage increases (up to 70,000 gallons/day), leaks, wastewater BOD exceedance, sample courier changes, recent repairs (water main break, flagpole), park maintenance, and upcoming water licensing training.

OLD BUSINESS

Right-of-Way Structure Removal – Mayor Felstad reported that the building had been removed per the signed agreement (minor items and trailer portion pending). Gratitude was expressed for the property owner's communication and compliance. The item was removed from the agenda.

Road Maintenance / Dust Abatement – Discussion of quotes received (\$9,548.25 and \$12,258.80) and alternatives (Mineral County, magnesium chloride, etc.). Public input was received.

Motion: Council President Timothy Fox moved to table the road maintenance and dust abatement item until after the budget amendment meeting.

Second: Councilmember Kyle Cirinciano.

Vote (Roll Call):

- Sharon Briggs: Yes
- Timothy Fox: Yes
- Kyle Cirinciano: Yes

Motion carried unanimously. Item tabled.

NEW BUSINESS

Video Surveillance Policy – The full draft policy was read into the record (purpose, locations with no expectation of privacy, no audio recording, public notice, access controls, 30-day retention, public records compliance, etc.).

Motion: Council Vice President Sharon Briggs moved to adopt the Video Surveillance Policy as read and written.

Second: Council President Timothy Fox.

Vote (Roll Call):

- Sharon Briggs: Yes
- Timothy Fox: Yes
- Kyle Cirinciano: Yes

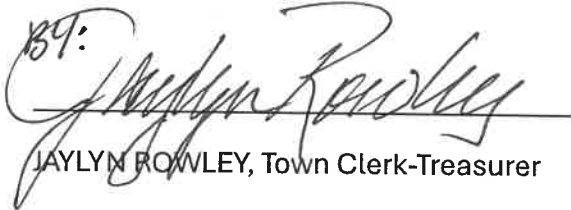
Motion carried unanimously. The Video Surveillance Policy was adopted. Administrative purchase of compliant camera and recording equipment was authorized.

Council Meeting Start Time – Discussion of continuing the 6:00 p.m. trial versus returning to 7:00 p.m. or adopting 6:30 p.m. No final action taken; to be revisited.

BearSmart Town Hall – Mayor Felstad announced plans to schedule a public town hall meeting for information and questions.

ADJOURNMENT There being no further business, the meeting was adjourned.

Respectfully submitted,

BY: 
JAYLYN ROWLEY, Town Clerk-Treasurer

Approved by the Town Council on: _____

Attest to Council Approval:

JAYLYN ROWLEY, Town Clerk-Treasurer

TOWN OF ALBERTON

MINUTES OF THE REGULAR TOWN COUNCIL MEETING

May 26, 2026

CALL TO ORDER The Special Meeting of the Town Council of the Town of Alberton was called to order at 6:00 p.m. on Tuesday, May 26, 2026, at the Alberton Community Center, 701 Railroad Avenue, Alberton, Montana, by Mayor Loreen M. Felstet (presiding officer/chairperson).

ROLL CALL Present:

- Mayor Loreen M. Felstet
- Council President Timothy Fox
- Council Vice President Sharon Briggs
- Councilmember Kyle Cirinciano

QUORUM A quorum was present.

PLEDGE OF ALLEGIANCE The Pledge of Allegiance to the flag of the United States of America was recited.

PUBLIC COMMENT Public comment was opened. Members of the public expressed concerns regarding the fairness and sequencing of the candidate selection process for the vacant council seat, noting that interviews had occurred prior to full discussion of legal and procedural issues.

AGENDA ITEM: FILLING VACANT COUNCIL SEAT – CANDIDATE INTERVIEWS & PROCEDURAL REVIEW Standardized interview questions had previously been asked of the candidates (Carrie [last name], Harish Bharadwaj, and one additional candidate), with each given equal time to respond.

The Deputy County Attorney reviewed pre-meeting communications (text messages) among council members and advised that they raised concerns under Montana's Open Meetings Law (MCA 2-3-213) regarding quorum and process validity.

Council President Timothy Fox formally recused himself from further participation in the selection process.

Councilmember Kyle Cirinciano also recused himself.

Additional public comment was heard on the record, including formal objections to the process and a request to restart the entire application and interview procedure for transparency and compliance.

The decision was made unanimously by the council to restart the entire vacant council seat application and interview process from the beginning, with notification to all prior applicants and a commitment to full legal compliance. Apologies were extended to the candidates for the procedural issues.

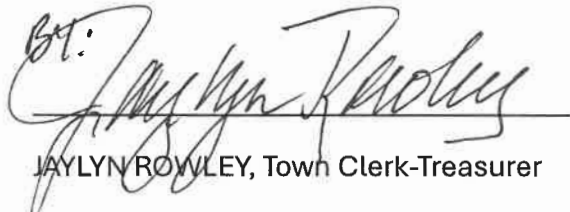
The selection process for the vacant council seat was officially reopened.

OTHER BUSINESS

- **Budget Amendment Meeting:** Scheduling and procedural steps were confirmed.
- **Office Closure:** Closure for staff training was noted/approved as previously discussed.

ADJOURNMENT There being no further business, the Special Meeting was adjourned.

Respectfully submitted,

BT: 
JAYLYN ROWLEY, Town Clerk-Treasurer

Approved by the Town Council on: _____

Attest to Council Approval:

JAYLYN ROWLEY, Town Clerk-Treasurer

TOWN OF ALBERTON

MINUTES OF THE REGULAR TOWN COUNCIL MEETING

June 2, 2026

CALL TO ORDER The Regular Meeting of the Town Council of the Town of Albertyon was called to order at 6:00 p.m. on Tuesday, June 2, 2026, at the Albertyon Community Center, 701 Railroad Avenue, Albertyon, Montana, by Mayor Loreen M. Felstet (presiding officer/chairperson).

ROLL CALL Present:

- Mayor Loreen M. Felstet
- Council President Timothy Fox
- Councilmember Kyle Cirinciano

Not Present:

- Council Vice President Sharon Briggs

QUORUM A quorum was present.

PLEDGE OF ALLEGIANCE The Pledge of Allegiance to the flag of the United States of America was recited.

APPROVAL OF MINUTES No minutes were presented for review (they were not able to be prepared in time). This item was carried over.

PUBLIC COMMENT Public comments were received on topics including BearSmart trash can initiatives, dust abatement concerns, utility billing, and general community matters.

STAFF REPORTS

Fire Department Report – Presented by the Fire Chief (department activities and updates).

Sheriff's Office Report – Presented (calls for service, enforcement, and operational updates).

Mayor's Report – Mayor Felstet provided updates on municipal operations, budget matters, and community initiatives.

Public Works / Engineer Report – Charlie Jenkins and/or the town engineer reported on water/sewer infrastructure, dust abatement, utility collections, and ongoing projects.

OLD BUSINESS Discussion continued on previously tabled items including road maintenance and dust abatement.

NEW BUSINESS

Resolution 355 (Consent Agenda): Motion: Kyle Cirincione moved to approve Resolution 354.

Second: Timothy Fox

Vote (Roll Call):

- Timothy Fox: Yes
- Kyle Cirincione: Yes

Motion carried unanimously. Resolution 355 was approved.

Resolution 354 (Approval of Out-of-Cycle Claims: Motion: Timothy Fox moved to approved Resolution 354 as written.

Second: Kyle Cirincione

Vote (Roll Call):

- Timothy Fox: Yes
- Kyle Cirincione: Yes

Motion carried unanimously. Resolution 354 was approved.

Ordinance 2026-06-01 (Meeting Dates / Related): Motion: Kyle Cirincione moved to adopt Ordinance 2026-06-01.

Second: Timothy Fox.

Vote (Roll Call):

- Timothy Fox: No
- Kyle Cirincione: Yes

Motion Failed (specific votes per discussion; ordinance did not pass first reading).

Ordinance 2026-06-02 (Firearms): Motion: Timothy Fox moved to table the first reading until it has been approved by the town attorney.

Second: Kyle Cirincione

Vote (Roll Call):

- Tim: Yes
- Kyle: Yes

Motion carried. Ordinance 2026-06-03 is tabled until the town attorney has reviewed it.

Ordinance 2026-06-03 (Utility Penalties & Fees to be set by Resolution): Motion:

Timothy Fox moved to approve the first reading of Ordinance 2026-06-03

Second: Kyle Cirincione

Vote (Roll Call):

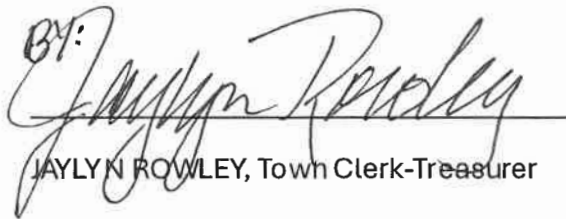
- Tim: Yes
- Kyle: Yes

Motion carried. Ordinance 2026-06-03 first reading is approved

PUBLIC COMMENT Additional new business items were addressed, including operational challenges, budget considerations, and public input on community services.

ADJOURNMENT There being no further business, the meeting was adjourned.

Respectfully submitted,

BY: 
JAYLYN ROWLEY, Town Clerk-Treasurer

Approved by the Town Council on: _____

Attest to Council Approval:

JAYLYN ROWLEY, Town Clerk-Treasurer

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Report ID: AP100

Claim	Check	Invoice #/Inv Date/Description	Vendor #/Name/	Document \$/ Line \$	Disc \$	PO #	Fund	Org	Acct	Object	Proj	Cash
952728	Law enforcement interlocal contract	06/01/26	1 Mineral County Treasurer	3,640.04			1000		420000	399		101000
952729	Attorney & Justice of the Peace fees	06/01/26	1 Mineral County Treasurer	9,400.00			1000		411100	300		101000
	06/01/26 Attorney			7,500.00*			1000		410340	300		101000
	06/01/26 Justice of the Peace			1,900.00								
952730	Sprinkler turn on and repairs	1125 06/06/26	617 Black Oak Landscaping	1,537.00			1000		460430	200		101000
952731	Accounting & payroll	06/03/26	71 Montana League of Cities and	780.00			1000		410510	390		101000
952735	Hardware purchase at auction	06/03/26	733 Reece Cox	100.00								
	Hardware			33.33*			5310		430610	230		101000
	Hardware			33.33*			5210		430530	230		101000
	Hardware			33.34*			1000		460430	200		101000
952736	Park purchases	06/12/26	317 Home Depot Credit Services	142.13			1000		460430	200		101000
952738	Harmony	05/31/26	712 Master Meter, Inc	184.73			5210		430510	300		101000
952739	Electric bills	06/05/26	10 NorthWestern Energy	2,542.54								
	06/05/26 Community Center			177.49			1000		460300	340		101000
	06/05/26 Town Office			47.61			1000		410500	340		101000
	06/05/26 Fire Hall			45.03*			1000		420400	340		101000
	06/05/26 Skate Park			22.78*			1000		460430	340		101000
	06/05/26 Street lights			260.06			1000		430263	340		101000
	06/05/26 Street lights			325.84			1000		430263	340		101000
	06/05/26 Street lights			12.79			1000		430263	340		101000
	06/05/26 Street lights			8.32			1000		430263	340		101000
	06/05/26 Street lights			12.79			1000		430263	340		101000
	06/05/26 Street lights			12.79			1000		430263	340		101000
	06/05/26 Lift Station			155.01			5310		430635	341		101000

07/06/26
15:07:50

TOWN OF ALBERTON
Claim Approval List
For the Accounting Period: 6/26

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Report ID: AP100

* ... Over spent expenditure

Claim	Check	Invoice #/Inv Date/Description	Vendor #/Name/	Document \$/ Line \$	Disc \$	PO #	Fund	Org	Acct	Object	Proj	Cash Account
952741	Escavator repair	651 Old School New Ways		100.00								
	05/31/26 Excavator repair			100.00			2820		430240	220		101000
952742	Sewer testing	49 Montana Environmental Lab		1,086.00								
	2604932 06/02/26 Sewer testing			304.00			5310		430650	300		101000
	2605171 06/02/26 Sewer testing			141.00			5310		430650	300		101000
	2605503 06/09/26 Sewer testing			246.00			5310		430650	300		101000
	2605833 06/16/26 Sewer testing			254.00			5310		430650	300		101000
	2606115 06/23/26 Sewer testing			141.00			5310		430650	300		101000
				0.00			5310		430650	300		101000
952743	Water testing	49 Montana Environmental Lab		33.00								
	2605502 06/02/26 Water testing			33.00*			5210		430510	300		101000
952744	Annual membership fee	71 Montana League of Cities and		1,102.00								
	06/15/26 Membership fee			1,102.00*		ML2511	1000		410510	300		101000
952745	Liquid chlorine	648 Crisp Water Technologies, Inc.		232.00								
	35674 06/23/26 Liquid Chlorine			232.00			5210		430540	300		101000
952746	2Q Mayor Pay	722 Loreen M Felstet, Mayor		300.00								
	2Q Mayor Pay			300.00			1000		410200	110		101000
952747	2Q Council pay (5)	721 Tim Fox		200.00								
	2Q Council pay (5)			200.00*			1000		410100	110		101000
952748	2Q Council pay (4)	644 KYLE CIRINCIONE		160.00								
	2Q Council pay (4)			160.00*			1000		410100	110		101000

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15:07:50

TOWN OF ALBERTON
Claim Approval List
For the Accounting Period: 6/26

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Report ID: AP100

* ... Over spent expenditure

Claim	Check	Invoice #/Inv Date/Description	Vendor #/Name/	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
952750		550 Marvin Garding		40.00					
	2Q Council pay (1) final pmt, resigned 4/14/26								
	2Q Council pay (1)			40.00*			1000 410100	110	101000
952751		621 Sharon Briggs		160.00					
	2Q Council pay								
	2Q 2026 Council Pay			160.00*			1000 410100	110	101000
952753		622 Reynco, LLC		124.27					
	Fuel charges								
	06/04/26 6/4 Mower			45.86*			1000 460430	200	101000
	06/09/26 Mower			36.92*			5210 430510	220	101000
	06/15/26 Excavator			18.41*			5210 430510	220	101000
	06/18/26 Excavator			23.08			5310 430610	300	101000
952754		706 Matthew Jenkins		64.35					
	Skidsteer fuel								
	06/06/26 Skidsteer			64.35			5310 430610	210	101000
952756		272 Town of Alberton		979.07					
	Water/Sewer								
	06/25/26 171 - office			80.88			1000 410500	340	101000
	06/25/26 173 - comm ctr			80.88*			1000 430300	340	101000
	06/25/26 174 - maint bldg			33.47*			1000 420400	340	101000
	06/25/26 175 - bathrooms			105.88*			1000 420400	340	101000
	06/25/26 176 - park			677.96*			1000 460430	340	101000
952757		327 Core & Main		3,099.54					
	Water supplies								
	2191549 06/11/26 Water supplies			3,099.54*			5210 430530	230	101000
952759		546 Anderson-Montgomery Consulting		33,304.89					
	Water project improvements								
	21-04-22 06/16/26 Amendment #4 project wrap up			33,304.89			5211 430590	350	101000
952760		726 Stephen Franklin		745.75					
	museum grant expenditures								
	06/20/26 Grant expenditures			297.04			1000 460452	200	101000
	06/20/26 Grant expenditures			448.71			1000 460452	200	101000

07/06/26
15:07:50

TOWN OF ALBERTON
Claim Approval List
For the Accounting Period: 6/26

Page: 4 of 4
Report ID: AP100

* ... Over spent expenditure

Claim	Check	Invoice #	Vendor #/Name/ Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund	Org	Acct	Object	Proj	Cash Account
952761	E	727	Citi Cards	792.60								
Credit	card payment											
	06/22/26 phone			52.95			5310	430635		345		101000
	06/22/26 phone			107.21			1000	410500		345		101000
	06/22/26 phone			134.95			5210	430530		345		101000
	06/22/26 UB disconnection notices 1 & 2			131.00*			5210	430510		300		101000
	06/22/26 UB disconnection notices 1 & 2			131.00			5310	430610		300		101000
	06/22/26 Community Ctr keys			128.00*			1000	411200		210		101000
	06/22/26 office supplies			107.49*			1000	411200		210		101000
# of Claims 25				Total: 60,849.91								
Total Electronic Claims				3,477.27			Total Non-Electronic Claims			57372.64		

TOWN OF ALBERTON

STAFF REPORT

TO: Mayor and Town Council
FROM: JAYLYN ROWLEY, Town Clerk-Treasurer
DATE: July 7, 2026
RE: Town Council Meeting Staff Report

Website. The Town's new official website is live at albertonmontana.com. I designed, built, and populated it in-house—about 8 hours of office time, under \$200 as a one-time cost at my \$20/hour rate, with no additional fees for the site, domain, or email. It includes three news posts, a live community calendar, and four meetings' worth of agendas, packets, and audio recordings on the Public Meetings page. For comparison, the prior website administrator billed \$1,139.99 over about ten weeks (March 21–May 27) after discounts, with claimed value around \$1,852. Every Council member and staff person now has an official Town email under the domain—contact me for your login and server settings.

Notary. I'm now a commissioned notary as of June 4th. The Town can handle notarizations in-house going forward.

Utility account cleanup. The office has made real progress cleaning up utility accounts. We've collected on numerous past-due accounts, verified prior liens with Mineral County, and corrected a number of account errors. Some meters hadn't been reading for months—we obtained manual reads and brought those accounts current. We also found accounts where the base rate had been set to zero for no apparent reason, meaning those customers weren't being billed the regular base charge; those are now corrected. Accounts are getting cleaned up and paid.

Operating manual / process improvement. I've been writing an operating manual documenting the clerk's functions, which has helped streamline and standardize the office's work. That said, much of the work remains manual—deposit slips prepared by hand, deposits physically carried to the bank, every payment keyed in individually—so the office stays labor-intensive regardless of these improvements.

Agenda Deadline. The office met the applicable agenda deadline last Wednesday. It had previously been understood that the office was held only to the State's guidelines; the stricter requirement now being met is established by the Town's own ordinances.

Monthly Workload. The following is offered as a candid account of the monthly workload for Council's consideration. For roughly two weeks of every month, the office is fully occupied. Utility bills are due on the 20th, and the majority of payments arrive just before

and shortly after that date, producing a concentrated wave of manual posting and deposit work. That surge runs directly into the month-end period: utility billing and payroll are both issued between the 25th and month-end, and month-end procedures, claims processing, beginning-of-month procedures (bank reconciliations, posting of prior-month receipts and disbursements, the monthly financial report and claims register, payroll tax deposits and withholding remittances, and utility posting and late notices), together with Council meeting preparation, all fall within that same window.

The office has also seen a marked increase in public records requests. Fulfilling records requests within the timelines required by Montana's right-to-know provisions is a mandatory legal obligation, and this work competes directly with payroll, claims, and the month-end functions described above. It is a growing, non-discretionary demand on an office already operating beyond its budgeted hours.

The clerk-treasurer carries the full scope of the office personally. In a town of this size there are no dedicated staff among whom these functions are divided. Under Montana law and the Municipal Officials Handbook, the clerk-treasurer of a council-mayor town serves simultaneously as the municipality's Chief Financial Officer, an Executive-branch Department Head, and Administrative Assistant to the mayor. The duties include maintaining the accounting system and financial records; overseeing the accounting function and ensuring its accuracy (temporarily contracted to the Montana League of Cities and Towns, but remaining the clerk's responsibility and intended to return in-house); billing and collecting utility fees; taking payments from residents in-person; processing all claims; running payroll and remitting payroll taxes; assisting with the annual budget across numerous governmental funds; preparing the state-required Annual Financial Report; posting notice of and preparing minutes for all Council meetings; authenticating ordinances and resolutions and maintaining the ordinance book; safeguarding all town records; serving as administrative assistant to the mayor and preparing the agenda; answering resident inquiries; administering the Town's website; and developing improved resident communications. The position is simultaneously operational and managerial.

An additional factor has materially increased the office's clerical load. Under the prior administration, the mayor was reportedly present in the office only occasionally, and the clerk's statutory role as administrative assistant to the mayor required relatively little day-to-day support. The current mayor maintains a full-time, in-office presence—a positive for the Town's governance—but this activates the administrative-assistant function in full and substantially increases the volume of clerical and administrative support the clerk provides. In effect, a statutory duty that was largely dormant is now a daily and significant part of the workload.

The present arrangement depends on uncompensated assistance. During the month-end crunch, the volume of work exceeds what one person can complete in budgeted hours, and basic clerical overflow—such as stuffing, stamping, and mailing past-due utility notices—is currently absorbed through additional unpaid time rather than paid staff hours. The Town would have to pay for this work if it were performed under a normal arrangement. The office is running on an informal subsidy of unpaid labor that Council should not rely upon going forward.

Separately, the cleanup and reorganization of the office remains necessary and ongoing. These are projects—the website among them—that require time not accounted for within the clerk's regular budgeted operating hours.

Recommendation. Much of the strain described above stems not from the total volume of work but from its timing—the concentration of utility billing, payroll, month-end and beginning-of-month procedures, and Council meeting preparation into the same two-week window each month. Separating Council meeting preparation from that window would meaningfully relieve the crunch at no cost to the Town.

The Clerk-Treasurer therefore requests that Council adopt the pending ordinance allowing the regularly scheduled Council meeting date to be set by resolution. Setting the meeting schedule by resolution gives Council the flexibility to place meetings on a date that does not coincide with the month-end billing and payroll workload, and to adjust that date in the future without amending the ordinance each time. The ordinance is already drafted and ready for Council's consideration.

This report is also intended to give Council a clear picture of the office's responsibilities and workload, which the Clerk-Treasurer expects will inform future discussion regarding appropriate staffing and compensation for the position.

ORDINANCE NO. 2026-06-03

An Ordinance Amending Chapters 4-2 and 4-4 of Title 4 of the Alberton Town Code to Remove Specific Dollar Amounts from Ordinance Text and Authorize the Town Council to Establish and Amend Utility Rates, Fees, and Penalties by Resolution

WHEREAS, the Town of Alberton currently maintains specific dollar amounts for water and sewer utility rates, fees, and penalties within the text of Title 4 of the Alberton Town Code, including but not limited to reconnection fees, late payment penalties, service deposit amounts, hookup fees, and misdemeanor fine minimums; and

WHEREAS, the Town of Alberton also maintains a specific disconnection notice schedule within the text of Section 4-2-5(1) of the Alberton Town Code, setting forth the timing and sequence of notices required prior to disconnection of water service for nonpayment; and

WHEREAS, embedding specific dollar amounts and procedural schedules within ordinance text requires the Town Council to undertake the full two-reading ordinance adoption process, which takes a minimum of twelve (12) days under Montana law, each time rates, fees, penalties, or notice procedures require adjustment; and

WHEREAS, the operational and financial needs of the Town's water and sewer systems require the ability to adjust rates, fees, penalties, and administrative procedures in a timely manner in response to annual budget requirements, infrastructure costs, grant conditions, inflationary pressures, banking and collection costs, and other factors affecting municipal utility operations; and

WHEREAS, Montana Code Annotated § 69-7-101 authorizes the Town to regulate, establish, and change, as it considers proper, rates, charges, and classifications imposed for utility services to its inhabitants and other persons served by the municipal systems, provided that rates, charges, and classifications are reasonable and just; and

WHEREAS, Montana Code Annotated § 69-7-111 requires the Town Council to order a public hearing before regulating, establishing, or changing rates, charges, or classifications imposed on utility customers, with notice published and mailed as required by that section; and

WHEREAS, the disconnection notice schedule is a procedural administrative matter and not a rate, charge, or classification subject to the public hearing requirement of § 69-7-111, and may therefore be established and amended by resolution of the Town Council without a public hearing; and

WHEREAS, several provisions of Title 4 already contemplate rate-setting by resolution of the Town Council following public hearing, and this Ordinance extends that mechanism uniformly to all utility rates, fees, and penalties currently hardcoded in ordinance text; and

WHEREAS, the Town Council finds that authorizing the establishment and adjustment of utility rates, fees, penalties, and the disconnection notice schedule by resolution is in the best interest of the Town of Alberton and its residents;

NOW, THEREFORE, BE IT ORDAINED by the Town Council of the Town of Alberton, Montana, as follows:

Section 1. Amendment of Section 4-2-5 (Penalties — Water Service Lines).

Section 4-2-5(1) of Chapter 4-2 of Title 4 of the Alberton Town Code is hereby amended to read as follows:

"4-2-5 Penalties.

1) Each and every violation of the rules and regulations established by this Ordinance will constitute a misdemeanor, and the offending party shall be subject to a fine as established by resolution of the Town Council, not to exceed the maximum permitted by Montana law. When the offense is one relating to plumbing, leakage, or other illegal use or waste of water, the registrar may stop the supply of water to the offender. When water has been turned off for violation of these rules and regulations, the water registrar may withhold the water until all dues and penalties have been paid in full, plus a reconnection fee as established by resolution of the Town Council. The notice and disconnection schedule applicable to delinquent accounts shall be as established by resolution of the Town Council pursuant to Section 3A of Ordinance No. 2026-06-03."

Section 2. Amendment of Section 4-2-4 (General Rules and Regulations — Reconnection Fee).

The paragraph of Section 4-2-4 of Chapter 4-2 entitled "Shut off-Turn on – Fee" is hereby amended to read as follows:

"Shut off/Turn on Fee. When the water has been shut off at the curb box it shall not be turned on by any person except an employee of the water/sewer department. If the water is turned on by anyone other than an employee of the Town water/sewer department the water shall be immediately shut off and the property owner must pay a reconnection fee as established by resolution of the Town Council before the water shall again be turned on. In addition the party turning the water on shall be in violation of this ordinance and may be punished as provided in this chapter."

Section 3. Amendment of Section 4-2-4 (General Rules and Regulations — Paragraph 10, Reconnection for Non-Payment).

The provision in Section 4-2-4, Paragraph 10, relating to reconnection charges for non-payment is hereby amended to read as follows:

"There will be a reconnection fee as established by resolution of the Town Council to have water reconnected for any service that was turned off for non-payment of services."

Section 3A. Amendment of Section 4-2-5(1) — Disconnection Notice Schedule.

The specific disconnection notice schedule currently set forth in Section 4-2-5(1) of Chapter 4-2 of Title 4 of the Albertain Town Code — providing that a late notice shall be sent in the first week of the month following a delinquency, a disconnect notice in the second week, and a 24-hour disconnect notice in the third week — is hereby removed from the ordinance text and replaced with the following:

"The schedule of notices, timing, and steps required prior to disconnection of water service for nonpayment, including but not limited to the issuance of late notices, disconnect notices, and final 24-hour disconnect notices, shall be established and amended from time to time by resolution of the Town Council. The current Notice and Disconnection Schedule shall be maintained on file with the Town Clerk-Treasurer, shall be posted at Town Hall in a publicly accessible location, and shall be made available to utility customers upon request. No disconnection of service for nonpayment shall occur without notice to the property owner in accordance with the then-current adopted schedule and all applicable Montana law."

Section 4. Amendment of Section 4-4-2 (Equitable Rates — Sewer System).

Section 4-4-2 of Chapter 4-4 of Title 4 of the Albertain Town Code is hereby amended to read as follows:

"4-4-2 Equitable Rates. Rates for sewer service shall be set from time to time by resolution of the Town Council, following public notice and a public hearing as required by Montana Code Annotated § 69-7-111. A schedule of current rates shall be maintained on file with the Town Clerk-Treasurer and shall be available to the public upon request."

Section 5. Amendment of Section 4-4-10 (Water/Sewer Hook-Up Formula).

Section 4-4-10 of Chapter 4-4 of Title 4 of the Albertain Town Code is hereby amended to read as follows:

"4-4-10 Water/Sewer Hook-Up Fees. Water and sewer hook-up (connection) fees shall be established and adjusted from time to time by resolution of the Town Council, following

public notice and a public hearing as required by Montana Code Annotated § 69-7-111. All fees for water hook-up must be paid in full before the water connection can occur. All fees for sewer hook-up must be paid in full before the sewer connection can occur. A schedule of current hook-up fees shall be maintained on file with the Town Clerk-Treasurer and shall be available to the public upon request."

Section 6. General Rate and Fee Schedule.

The Town Council shall, by resolution following required public notice and hearing as provided in Montana Code Annotated § 69-7-111, adopt and maintain a current Schedule of Utility Rates, Fees, and Penalties ("Rate Schedule") that establishes specific dollar amounts for all of the following, at minimum:

- (a) Monthly water base rate (metered and unmetered);
- (b) Monthly sewer service rate;
- (c) Water service deposit;
- (d) Water and sewer hook-up (connection) fees;
- (e) Disconnection fee — the administrative fee charged when service is disconnected for nonpayment or violation;
- (f) Reconnection fee — the fee charged to restore service following disconnection for nonpayment, violation, or unauthorized shut-off;
- (g) Account transfer fee — the fee charged when responsibility for a utility account is transferred from one party to another, including but not limited to: transfer to a new tenant upon move-in; transfer back to the property owner upon a tenant vacating; and transfer upon change of property ownership;
- (h) Meter testing fee — charged when a meter is tested at a customer's request and found to be functioning correctly;
- (i) Unauthorized reconnection penalty fee — charged when service has been restored by any person other than an authorized Town employee;
- (j) Late payment fee — a flat fee charged when a utility bill is not paid by the due date;
- (k) Interest on delinquent accounts — the rate of interest charged on unpaid balances, expressed as a monthly or annual percentage rate;
- (l) NSF fee — the fee charged when a payment is returned for insufficient funds or against a closed account;
- (m) Lien filing fee — the administrative cost charged to a delinquent account when the Town is required to file or record a lien against real property for unpaid utility charges pursuant to the authority established in Section 4-4-4 of the Albertain Town Code;
- (n) Notice and collection fee — the administrative cost charged to a delinquent account when Town staff is required to post physical notices at a property, including door notices

and posted disconnect warnings, in connection with the collection and disconnection process;

(o) Any other utility fee or penalty currently established or hereafter authorized by ordinance.

The Rate Schedule shall be maintained on file with the Town Clerk-Treasurer, shall be posted in a publicly accessible location at Town Hall, and shall be made available to utility customers upon request. Any adjustment to the Rate Schedule shall be made by resolution of the Town Council after public notice and a public hearing as required by Montana Code Annotated § 69-7-111.

The Town Council shall also adopt and may amend a Notice and Disconnection Schedule by resolution, as provided in Section 3A of this Ordinance. The Notice and Disconnection Schedule is a procedural administrative matter and is not a rate, charge, or classification subject to the public hearing requirement of Montana Code Annotated § 69-7-111; it may therefore be established and amended by resolution of the Town Council without a public hearing, except as otherwise required by Montana law.

Section 7. Existing Resolutions Preserved.

All resolutions previously adopted by the Town Council establishing utility rates, fees, or penalties, including but not limited to Resolution No. 336, Resolution No. 338, Resolution No. 343, and any subsequent rate resolutions, remain in full force and effect until amended or superseded by subsequent resolution of the Town Council.

Section 8. Repeal of Conflicting Provisions.

All prior ordinances, resolutions, or motions of the Town Council that embed specific dollar amounts for utility rates, fees, or penalties, or that set a specific disconnection notice schedule, within the text of Title 4 of the Albertain Town Code, and that are inconsistent with the delegation of authority established by this Ordinance, are hereby repealed to the extent of such conflict.

Section 9. Savings Clause.

If any provision of this Ordinance or its application to any person or circumstance is held invalid, the remainder of the Ordinance and the application of its provisions to other persons or circumstances shall not be affected.

Section 10. Effective Date.

This Ordinance shall take effect thirty (30) days after final passage on second reading, as required by Montana Code Annotated § 7-5-105. The Town Clerk-Treasurer is directed to

cause this Ordinance to be posted in accordance with Section 1-2-2 of the Alberton Town Code following first reading and provisional adoption.

PASSED AND ADOPTED by the Town Council and Mayor of the Town of Alberton, Mineral County, State of Montana the _____ (day) of _____ (month), 2026.

Approved:

Attest:

LOREEN M FELSTET
MAYOR

JAYLYN ROWLEY,
TOWN CLERK / TREASURER

ORDINANCE NO. 2026-06-01

An Ordinance Amending Sections 1-6-1 and 1-6-3 of Chapter 1-6 of Title 1 of the Alberton Town Code to Remove the Specific Date and Time of Regular Town Council Meetings from Ordinance Text, Authorize the Town Council to Establish and Amend the Regular Meeting Schedule by Resolution, and Correct the Special Meetings Provision to Conform with Montana Law

WHEREAS, Section 1-6-1 of the Alberton Town Code currently provides that the Town Council shall hold regular meetings on the first Tuesday of each month, and Section 1-6-3 currently provides that meetings shall convene at 7:00 p.m.; and

WHEREAS, embedding the specific day and time of regular meetings within ordinance text requires the Town Council to undertake the full two-reading ordinance adoption process, which takes a minimum of twelve (12) days under Montana law, each time an adjustment to the meeting schedule is needed; and

WHEREAS, the Town Council finds it more practical and efficient to establish and adjust the regular meeting schedule — including day, time, and location — by resolution, which takes effect immediately upon adoption; and

WHEREAS, Section 1-6-1 currently provides that special meetings may be called by the Mayor or at the written request of three (3) members of the Council, but Montana Code Annotated §§ 7-5-4102(1)(c) and 7-5-4122 vest the authority to call a special meeting solely in the Mayor, and the council-member request language is therefore in conflict with state law and must be removed; and

WHEREAS, the Town Council finds that these amendments serve the efficient and lawful conduct of Town government;

NOW, THEREFORE, BE IT ORDAINED by the Town Council of the Town of Alberton, Montana, as follows:

Section 1. Amendment of Section 1-6-1 (Meetings).

Section 1-6-1 of Chapter 1-6 of Title 1 of the Alberton Town Code is hereby amended to read as follows:

"1-6-1 Meetings. The Town Council shall hold regular meetings for the transaction of municipal business at such day, time, and location as shall be established from time to time by resolution of the Town Council. The current regular meeting schedule shall be maintained on file with the Town Clerk and shall be posted at Town Hall and such other public locations as required by Section 1-2-2 of this Code. The Council may also hold such

other meetings to which the Council, by order, may adjourn, or which may be otherwise called.

Special meetings may be called only by the Mayor. The Mayor shall state by written message to the Town Clerk the object of the special meeting, and the business of any special meeting shall be restricted to the object stated, consistent with Montana Code Annotated §§ 7-5-4102(1)(c) and 7-5-4122."

Section 2. Amendment of Section 1-6-3 (Proceedings of Meeting).

Section 1-6-3 of Chapter 1-6 of Title 1 of the Alberton Town Code is hereby amended to read as follows:

"1-6-3 Proceedings of Meeting. The Town Council shall convene and be called to order by the Mayor, or in his/her absence by the President of the Council, at the day and time established by resolution of the Town Council pursuant to Section 1-6-1, and the Town Clerk shall proceed to call the roll, and record in the minutes the names of all members present, and note the absentees, and announce whether or not a quorum is present. All meetings shall be held at the location established by resolution of the Town Council pursuant to Section 1-6-1, unless otherwise ordered."

Section 3. Repeal of Conflicting Provisions.

All prior ordinances, resolutions, or motions of the Town Council establishing the regular meeting date, time, or location that are inconsistent with this Ordinance are hereby repealed to the extent of such conflict.

Section 4. Savings Clause.

If any provision of this Ordinance or its application to any person or circumstance is held invalid, the remainder of the Ordinance and the application of its provisions to other persons or circumstances shall not be affected.

Section 5. Effective Date.

This Ordinance shall take effect thirty (30) days after final passage on second reading, as required by Montana Code Annotated § 7-5-105. The Town Clerk is directed to provide public notice of this Ordinance in accordance with Section 1-2-2 of the Alberton Town Code following first reading and provisional adoption.

PROVISIONALLY PASSED and ADOPTED by the Town Council of the Town of Alberton, Mineral County, State of Montana, upon first reading at a regular session thereof held on the _____ day of _____, 2026.

Signed:

Attest:

LOREEN M FELSTET
MAYOR

JAYLYN ROWLEY
TOWN CLERK / TREASURER

PASSED, ADOPTED, AND FINALLY APPROVED by the Town Council of the Town of Alberton, Mineral County, State of Montana on the second reading following a public hearing at a regular session held on the _____ day of _____, 2026.

Signed:

Attest:

LOREEN M FELSTET
MAYOR

JAYLYN ROWLEY
TOWN CLERK / TREASURER

Approve as to Form:

WALTER CONGDEN
TOWN ATTORNEY

ORDINANCE NO. 2026-06-02

An Ordinance of the Town of Alberton, Montana, Regulating the Discharge of Firearms Within Town Limits and the Carrying of Firearms in Publicly Owned and Occupied Town Buildings, Consistent with Montana Code Annotated § 45-8-351

WHEREAS, the Town of Alberton is an incorporated municipality in Mineral County, Montana, governed by a mayor and town council under the commission-executive form of government; and

WHEREAS, the nearest law enforcement office is located at a significant distance from the Town, and the Town has no municipal police force, creating a practical need for residents and visitors to be able to carry firearms for personal protection while on town property; and

WHEREAS, the Montana Constitution, Article II, Section 12, recognizes the right of any person to keep or bear arms in defense of home, person, and property; and

WHEREAS, Montana Code Annotated § 45-8-351(1) provides that a local government unit may not prohibit, register, tax, license, or regulate the purchase, sale, transfer, ownership, possession, transportation, use, or unconcealed carrying of any weapon, except as specifically provided in § 45-8-351(2); and

WHEREAS, Montana Code Annotated § 45-8-351(2)(a) expressly authorizes a city or town to regulate the discharge of firearms within town limits for public safety purposes, and authorizes a local government unit to prevent and suppress the carrying of unpermitted concealed weapons or the carrying of unconcealed weapons to a publicly owned and occupied building under its jurisdiction; and

WHEREAS, Montana Code Annotated § 45-8-329 provides that a concealed weapon permit from another state is valid in Montana if the permit holder has the permit in immediate possession, carries official photo identification, and the issuing state requires a criminal records background check prior to issuance; and

WHEREAS, the Town Council finds that persons holding a valid Montana Concealed Weapon Permit issued under MCA §§ 45-8-321 through 45-8-324, or a concealed weapon permit from another state recognized under MCA § 45-8-329, have undergone criminal background screening and represent a class of carry-qualified persons the Town has no basis to exclude from town buildings; and

WHEREAS, the Town Council finds that the regulations set forth in this Ordinance serve public safety while respecting the constitutional and statutory rights of residents and visitors;

NOW, THEREFORE, BE IT ORDAINED by the Town Council of the Town of Alberton, Montana, as follows:

Section 1. Title.

This Ordinance shall be known and may be cited as the "Town of Alberton Firearms Regulation Ordinance."

Section 2. Definitions.

For purposes of this Ordinance, the following definitions apply:

- (a) Firearm means any weapon designed or adapted to expel a projectile by the action of an explosive.
- (b) Unconcealed firearm means a firearm carried on the person in a manner that is visible to others and not concealed or covered by clothing or another object.
- (c) Concealed firearm means a firearm carried on the person that is wholly or partially covered by clothing or another object so as not to be visible to others.
- (d) Valid permit means a Montana Concealed Weapon Permit issued pursuant to MCA §§ 45-8-321 through 45-8-324, or a concealed weapon permit issued by another state that is recognized as valid in Montana under MCA § 45-8-329, carried in immediate possession together with official photo identification.
- (e) Publicly owned and occupied building means any building or structure owned or leased by the Town of Alberton and regularly occupied by town employees or officials in the conduct of town business, including Town Hall and the Alberton Community Center when in use for official town functions.
- (f) Peace officer has the meaning provided in MCA § 46-1-202.

Section 3. Discharge of Firearms Prohibited.

- (a) Except as provided in subsection (b), it is unlawful for any person to discharge a firearm within the corporate limits of the Town of Alberton.
- (b) The prohibition in subsection (a) does not apply to:
 - (1) A person acting in lawful self-defense or defense of another as authorized under Montana law;
 - (2) A peace officer acting in the lawful performance of official duties;

(3) Discharge at a shooting range or facility expressly authorized by resolution of the Town Council.

Section 4. Carrying of Firearms in Publicly Owned and Occupied Town Buildings.

(a) General rule. Except as provided in subsection (b), a person may not carry or possess a firearm, whether concealed or unconcealed, in any publicly owned and occupied building of the Town of Alberton.

(b) Exceptions. The prohibition in subsection (a) does not apply to:

- (1) A peace officer acting in the performance of official duties;
- (2) A person holding a valid permit as defined in Section 2(d) of this Ordinance, who carries the permit and required photo identification in immediate possession;
- (3) Any other person expressly authorized by state or federal law to carry a firearm in such locations.

(c) Notice. The Town Clerk-Treasurer shall cause signage to be posted at the public entrance of each publicly owned and occupied building subject to this section, stating that unauthorized carrying of firearms is prohibited but that valid permit holders are welcome to carry consistent with this Ordinance.

Section 5. Scope and Limitations.

(a) Nothing in this Ordinance shall be construed to regulate, restrict, or prohibit the open carry of firearms on public streets, sidewalks, parks, or other public property of the Town of Alberton, except as expressly authorized by MCA § 45-8-351.

(b) Nothing in this Ordinance shall be construed to regulate the purchase, sale, transfer, ownership, transportation, or possession of firearms beyond what is expressly authorized by MCA § 45-8-351.

(c) Nothing in this Ordinance shall be construed to prohibit the legitimate display of firearms at shows or other public occasions by collectors and others, or to prohibit the legitimate transportation of firearms through the Town, consistent with MCA § 45-8-351(2)(b).

(d) Nothing in this Ordinance shall be construed to permit any conduct prohibited by state or federal law.

Section 6. Penalties.

Any person who violates Section 3 or Section 4(a) of this Ordinance is guilty of a misdemeanor and, upon conviction, shall be subject to a fine not to exceed five hundred dollars (\$500.00) or imprisonment in the county jail not to exceed six (6) months, or both, consistent with MCA §§ 7-5-109 and 7-5-4207.

Section 7. Repeal of Conflicting Provisions.

All prior ordinances, resolutions, or motions of the Town Council inconsistent with this Ordinance are hereby repealed to the extent of such conflict.

Section 8. Savings Clause.

If any provision of this Ordinance or its application to any person or circumstance is held invalid by a court of competent jurisdiction, the remainder of the Ordinance and the application of its provisions to other persons or circumstances shall not be affected.

Section 9. Conformity with State Law.

This Ordinance is enacted in reliance upon the authority granted to the Town by Montana Code Annotated § 45-8-351 as it exists at the time of adoption, and is intended to operate only to the extent permitted by controlling Montana law as it may be amended from time to time. If any provision of this Ordinance is or becomes inconsistent with, unauthorized by, or preempted by any amendment to Montana law, that provision shall automatically be deemed suspended and unenforceable to the extent of such inconsistency or preemption, without affecting the remainder of the Ordinance. The Town Council shall review and, if necessary, amend this Ordinance following any legislative amendment to MCA § 45-8-351 or other applicable state law.

Section 10. Effective Date.

This Ordinance shall take effect thirty (30) days after final passage on second reading, as required by Montana Code Annotated § 7-5-105. The Town Clerk-Treasurer is directed to cause this Ordinance to be posted in accordance with Section 1-2-2 of the Albertain Town Code following first reading and provisional adoption.

PROVISIONALLY PASSED and ADOPTED by the Town Council of the Town of Albertain, Mineral County, State of Montana, upon first reading at a regular session thereof held on the _____ day of _____, 2026.

Signed:

Attest:

LOREEN M FELSTET
MAYOR

JAYLYN ROWLEY
TOWN CLERK / TREASURER

PASSED, ADOPTED, AND FINALLY APPROVED by the Town Council of the Town of Alberton, Mineral County, State of Montana on the second reading following a public hearing at a regular session held on the _____ day of _____, 2026.

Signed:

Attest:

LOREEN M FELSTET
MAYOR

JAYLYN ROWLEY
TOWN CLERK / TREASURER

Approve as to Form:

WALTER CONGDEN
TOWN ATTORNEY

RESOLUTION NO. _____

A RESOLUTION APPROVING A COMPENSATION ADJUSTMENT FOR THE TOWN CLERK

WHEREAS, the Town Clerk has obtained Notary Public certification; and

WHEREAS, it has been the standard practice of the Town to provide a \$3.00 per hour increase in compensation upon completion of this certification; and

WHEREAS, the Town Council desires to recognize this achievement in accordance with past practice;

NOW, THEREFORE, BE IT RESOLVED by the Town Council of [Town Name], [State], as follows:

Section 1. The hourly compensation of the Town Clerk shall be increased by \$3.00 per hour, effective June 4, 2026, the effective date of her Commission by the Montana Secretary of State.

Section 2. This adjustment shall be incorporated into the Town's payroll system.

Section 3. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED by the Town Council of the Town of Alberton, MT this _____ day of _____, 2026.

MAYOR, LOREEN M FELSTET

Attest:

TOWN CLERK-TREASURER, JAYLYN ROWLEY

RESOLUTION NO. _____

A RESOLUTION UPDATING THE TOWN’S PAID HOLIDAY POLICY FOR EMPLOYEES

WHEREAS, the Town of Alberton previously maintained a specific list of paid holidays for Town employees that generally followed the federal holiday schedule; and

WHEREAS, the federal government has added Juneteenth and may in the future add, remove, or modify federal holidays; and

WHEREAS, the Town Council desires to simplify administration and ensure the Town’s paid holiday policy automatically stays aligned with federal holidays;

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Alberton, Montana, as follows:

Section 1. Policy Update. Effective immediately, the Town of Alberton’s policy on paid holidays for employees is amended to provide paid holiday time off for all federal holidays as recognized by the United States government. This replaces any previous specific list of holidays. The Town Clerk or Town Administrator shall maintain a current reference list of federal holidays for payroll, scheduling, and employee notification purposes.

Section 2. Implementation. Relevant employee handbooks, payroll systems, and policies shall be updated accordingly.

Section 3. Effective Date. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED by the Town Council of the Town of Alberton, MT this _____ day of _____, 2026.

MAYOR, LOREEN M FELSTET

Attest:

TOWN CLERK-TREASURER, JAYLYN ROWLEY

RESOLUTION NO. _____

A RESOLUTION ESTABLISHING WEEKEND OBSERVANCE RULES FOR PAID HOLIDAYS

WHEREAS, the Town of Alberton observes paid federal holidays for its employees; and

WHEREAS, the Town Council desires to establish clear rules for when a federal holiday falls on a weekend;

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Alberton, Montana, as follows:

Section 1. Weekend Observance Policy. When a federal holiday falls on a Saturday, the paid day off shall be the preceding Friday. When a federal holiday falls on a Sunday, the paid day off shall be the following Monday.

However, if an employee is not regularly scheduled to work on the observed holiday (Friday or Monday), they may, with prior approval of their supervisor, take an alternative day off during the week prior (for a Saturday holiday) or the week following (for a Sunday holiday).

Section 2. Implementation. The Town Clerk or Town Administrator shall update payroll practices, employee handbooks, and schedules as necessary to implement this policy.

Section 3. Effective Date. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED by the Town Council of the Town of Alberton, MT this ____ day of _____, 2026.

MAYOR, LOREEN M FELSTET

Attest:

TOWN CLERK-TREASURER, JAYLYN ROWLEY

RESOLUTION NO. _____

A RESOLUTION APPROVING PAID HOLIDAY LEAVE FOR JUNETEENTH

WHEREAS, Juneteenth (June 19) is a federal holiday; and

WHEREAS, the Juneteenth holiday in the prior month fell during a period when the Town of Alberton's holiday list had not yet been formally updated to include it; and

WHEREAS, the Town Council wishes to recognize Juneteenth as a paid holiday for eligible Town employees and ensure they receive appropriate compensation or paid time off for that day;

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Alberton, Montana, as follows:

Section 1. Approval of Juneteenth Holiday Pay. The Town Council hereby approves Juneteenth (June 19, 2026) as a paid holiday for all eligible Town employees. Employees who worked on that day shall receive holiday pay or compensatory time, consistent with Town policy and applicable law. Employees who did not work shall receive the holiday as paid leave.

Section 2. Implementation. The Town Clerk and Town Administrator shall take the necessary steps to process appropriate holiday pay or adjustments in the payroll system for the affected pay period.

Section 3. Effective Date. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED by the Town Council of the Town of Alberton, MT this _____ day of _____, 2026.

MAYOR, LOREEN M FELSTET

Attest:

TOWN CLERK-TREASURER, JAYLYN ROWLEY



Box 1, Kallispell, Montana 59903-0001

Sealed Propane Bid



RECEIVED

7.1.2024

12:16 PM



Town of Alberton
Attn. Town Clerk

PO Box 115
Alberton, MT 59820

INVITATION FOR BIDS

Propane Fuel Supply and Delivery Services

Town of Alberton, Montana

Issuing Entity: Town of Alberton

Date Issued: June 11, 2026

Bid Due Date: July 1, 2026

Bid Due Time: 2:00 PM Local Time

Submit Bids To: Town of Alberton, Attn: Town Clerk, PO Box 115, Alberton, MT 59820

townclerk@albertonmontana.com

SECTION 1 — PURPOSE

The Town of Alberton, Montana is soliciting competitive bids from qualified propane suppliers to provide propane fuel supply and delivery services for all town-owned facilities, including maintenance of three (3) town-owned propane storage tanks and five (5) town-owned propane heaters, for a one (1) year contract term with the option to renew for up to two (2) additional one-year periods, subject to mutual agreement and satisfactory performance.

SECTION 2 — SCOPE OF SERVICES

The successful bidder shall provide the following:

2.1 Fuel Supply Supply and deliver propane fuel to all Town of Alberton facilities as needed, including but not limited to Town Hall, public works buildings, the fire station, parks facilities, and any other municipally operated buildings or sites.

2.2 Delivery Provide automatic and/or will-call delivery services to maintain adequate fuel levels at all town facilities. Deliveries shall be made during normal business hours unless an emergency situation requires otherwise. Emergency delivery shall be available 24 hours a day, 7 days a week.

2.3 Propane Tank Maintenance The Town owns three (3) propane storage tanks. The vendor shall perform routine inspection and maintenance of all three tanks and associated connections at least annually, or more frequently as conditions warrant. Any deficiencies

shall be reported to the Town Clerk or designated representative in writing within 24 hours of discovery.

2.4 Propane Heater Maintenance The Town owns five (5) propane heaters. The vendor shall perform annual inspection, cleaning, and tune-up of all five heaters prior to each heating season. Any needed repairs shall be quoted to the Town for approval before work is performed. Emergency heater service shall be available as needed.

2.5 Pricing Bids shall be submitted as a price per gallon, which may be tied to a published index (e.g., Mont Belvieu or OPIS Rocky Mountain pricing) with a fixed differential. Bidders must also provide a separate annual maintenance fee or per-service rate for tank and heater maintenance. Bidders must clearly state the pricing methodology for all services.

SECTION 3 — CONTRACT TERM

The initial contract term shall be one (1) year from the date of execution. The Town reserves the right to renew the contract for up to two (2) additional one-year terms upon mutual written agreement and satisfactory vendor performance.

SECTION 4 — BID REQUIREMENTS

All bids must include the following:

1. Completed Bid Form (see Section 6)
2. Price per gallon and pricing methodology
3. Annual maintenance fee or per-service rate for three (3) storage tanks and five (5) propane heaters
4. Description of delivery scheduling and emergency response capability
5. Description of maintenance services to be provided for tanks and heaters
6. Proof of current Montana business license
7. Certificate of liability insurance (minimum \$1,000,000 general liability)
8. List of at least three (3) references from comparable municipal or commercial accounts
9. Signed acknowledgment of all bid terms and conditions

SECTION 5 — BID SUBMISSION

⚠ IMPORTANT — SEALED BID REQUIREMENTS

All bids must be submitted in a sealed envelope. Bids submitted by email, fax, or any other electronic means will not be accepted under any circumstances.

The outside of the sealed envelope must be clearly marked as follows:

SEALED BID — PROPANE SERVICES DO NOT OPEN BEFORE 2:00 PM, JULY 1, 2026

Bidder Name: City Service Valcon

Bids must be **physically received** by the Town Clerk no later than **2:00 PM on July 1, 2026**. The postmark date does not count — the bid must be in hand at Town Hall by the deadline. Bids arriving after 2:00 PM on July 1, 2026 will be returned to the bidder unopened, regardless of the reason for the delay.

Sealed bids must be delivered by mail or in person only:

By Mail: Town of Alberton Attn: Town Clerk PO Box 115 Alberton, MT 59820

In Person: 607 Railroad Avenue Alberton, MT 59820 Monday – Thursday, 9:00 AM – 3:00 PM (or by appointment — contact townclerk@albertonmontana.com)

All sealed bids will be stored unopened by the Town Clerk until the public bid opening at **2:00 PM on July 1, 2026** at 607 Railroad Avenue, Alberton, MT. At that time, all bids will be opened and read aloud publicly. The resulting bid tabulation will be included in the Town Council meeting packet for Council consideration and award.

SECTION 6 — BID FORM

Bidder Name: City Service Valcon

Address: 110 2nd St. East Suite #4

Phone: 406-213-9920 Email: Jim.Woody@cityservicevalcon.com

Price Per Gallon: \$ 1.34

Pricing Methodology (check one):

- Fixed price for contract term
- Index-based pricing — Index used: _____ Differential: \$ _____

• Other (describe):

our actual cost + .30 margin
Can fluctuate but will remain +.30 margin

Tank Maintenance — Three (3) Storage Tanks:

- Annual flat fee: \$ 0.00 per year
- Per-service rate: \$ 0.00 per visit

- Description of services included: leak check and visual tank insp.

Heater Maintenance — Five (5) Propane Heaters:

- Annual flat fee: \$ 875.00 per year
- ^{or} Per-service rate: \$ 175.00 per heater per visit
- Description of services included: Cleaning and diagnostic

Emergency Delivery Available 24/7: ☒ Yes ☐ No

Emergency Heater/Tank Service Available: ☒ Yes ☐ No

Estimated Delivery Lead Time (normal): 24 hours/days

Authorized Signature: [Signature]

Printed Name & Title: Jim Woody Regional Manager

Date: 6-30-26

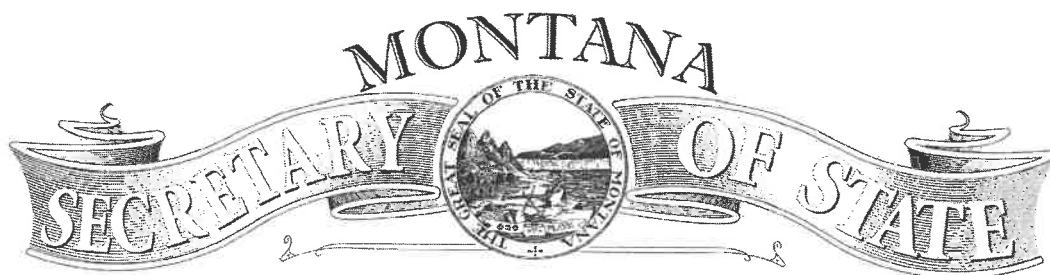
SECTION 7 — AWARD CRITERIA

The Town of Alberton reserves the right to award this contract to the lowest responsible and responsive bidder. The Town also reserves the right to reject any or all bids, to waive irregularities, and to accept the bid deemed most advantageous to the Town.

SECTION 8 — QUESTIONS

All questions regarding this Invitation for Bids must be submitted in writing to the Town Clerk at townclerk@albertonmontana.com no later than **Thursday, June 18, 2026 at 3:00 PM Local Time**. Responses to questions will be provided to all registered bidders.

The Town of Alberton is an Equal Opportunity Employer and does not discriminate on the basis of race, color, national origin, sex, religion, age, or disability.



CERTIFICATE OF AUTHORIZATION

I, **CHRISTI JACOBSEN**, Secretary of State for the State of Montana, do hereby certify that on **June 30, 2025**, this office issued a Certificate of Authority to:

Coleman Oil Company, LLC

A foreign limited liability company organized under the laws of the State or Province of **Idaho**, for a duration of **perpetual**, to transact business and conduct affairs in the State of Montana.

Payment is reflected in the records of the Secretary of State for all fees owed to the Secretary of State.

The most recent annual report has been filed with this office.

No certificate of withdrawal or revocation has been placed on the record in this office by said limited liability company and the records indicate the limited liability company is in good standing under the laws of the State of Montana.

The Secretary of State cannot certify that tax and penalties owed to this state on record with the Department of Revenue are current. Please contact the Department of Revenue at (406) 444-6900 to obtain information on the tax status.



IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Great Seal of the State of Montana, at Helena, the Capital, this 29th day of June, 2026

Christi Jacobsen

Christi Jacobsen
Montana Secretary of State
Certificate Number: 89277234



MONTANA SECRETARY OF STATE

June 30, 2026

CSA SAC
CAPINS@CSCGLOBAL.COM

CERTIFICATION LETTER

I, CHRISTI JACOBSEN, Secretary of State for the State of Montana, do hereby certify that

CityServiceValcon

filed its Registration of Assumed Business Name with this office and has fulfilled the applicable requirements set forth in law. By virtue of the authority vested in this office, I hereby issue this certificate evidencing the filing is effective on the date shown below.

Certified File Number: A1654543 - 17278055

Effective Date: June 29, 2026

Expiration Date: June 29, 2031

Thank you for being a valued member of the Montana business community. I wish you continued success in your endeavors.

A handwritten signature in cursive script that reads "Christi Jacobsen".

Christi Jacobsen
Montana Secretary of State



STATE OF MONTANA
SECRETARY OF STATE
REGISTRATION OF ASSUMED BUSINESS NAME

STATE OF MONTANA
-FILED-
SECRETARY OF STATE
File Number: 17278055
Date Filed: 6/30/2026 8:03:09 AM

Filing Fees & Processing Options	
Fees and Processing Options	1 Hour Processing - \$120.00 - Processed within 1 business hour
Business Name	
Entity name	CityServiceValcon
Business Description	
Business Description	Fuel and energy distribution
Applicant	
Applicant Type	Limited Liability Company (LLC/PLLC)
Registered Business Entity	
Search for your business entity	Coleman Oil Company, LLC Foreign Limited Liability Company File Number E1546251
Applicant Mailing Address	
Address	450 ALASKAN WAY S STE 707 SEATTLE, WA 98104-2785
Declarations	
☒ I understand that the information I enter into the online system is public information and will appear online and on copy requests exactly as I key it into the system.	
☒ I have been authorized by the business entity to file this document online.	
☒ I, HEREBY SWEAR AND/OR AFFIRM, under penalty of law, including criminal prosecution, that the facts contained in this document are true. I certify that I am signing this document as the person(s) whose signature is required, or as an agent of the person(s) whose signature is required, who has authorized me to place his/her signature on this document.	
Signature	
<i>Self</i>	<i>DIANNE BOUTON, AUTHORIZED REPRESENTATIVE</i>
Signer's Capacity	Sign Here
<i>06/29/2026</i>	
Date	
Position	Applicant
Daytime Contact	
Phone Number	(206) 652-1164
Email	dianne@saltchuk.com

B1662-3452 06/29/2026 4:52 PM Received by MT Secretary of State Christi Jacobsen



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/30/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
FEDERATED MUTUAL INSURANCE COMPANY
HOME OFFICE: P.O. BOX 328
OWATONNA, MN 55060

CONTACT
NAME: CLIENT CONTACT CENTERPHONE
(A/C, No, Ext): 888-333-4949FAX
(A/C, No): 507-446-4664E-MAIL
ADDRESS: CLIENTCONTACTCENTER@FEDINS.COM

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: FEDERATED MUTUAL INSURANCE COMPANY

13935

INSURER B: FEDERATED SERVICE INSURANCE COMPANY

28304

INSURER C:

INSURER D:

INSURER E:

INSURER F:

INSURED
COLEMAN OIL COMPANY LLC, CITYSERVICEVALCON, LLC
335 MILL RD
LEWISTON, ID 83501-9796

COVERAGES

CERTIFICATE NUMBER: 696

REVISION NUMBER: 0

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	N	N	1960834	04/01/2026	04/01/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS & COMP/OP ACC
							\$1,000,000 \$100,000 EXCLUDED \$1,000,000 \$2,000,000 \$2,000,000
B	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	N	N	1960834	04/01/2026	04/01/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per Person) BODILY INJURY (Per Accident) PROPERTY DAMAGE (Per Accident)
							\$1,000,000
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION	N	N	1960837	04/01/2026	04/01/2027	EACH OCCURRENCE AGGREGATE
							\$20,000,000 \$20,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/ EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	N	1960834	04/01/2026	04/01/2027	PER STATUTE OTHER E.I. EACH ACCIDENT E.I. DISEASE - EA EMPLOYEE E.I. DISEASE - POLICY LIMIT
							\$1,000,000 \$1,000,000 \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

SECONDARY POLICY(S)

B BUSINESS AUTO N N 1960836 04/01/2026 04/01/2027 COMB SINGLE LIM-EA ACC \$1,000,000

STOP-GAP (EMPLOYER'S LIABILITY) COVERED STATE(S) WA

CERTIFICATE HOLDER

THE CITY OF ALBERTON
607 RAILROAD AVE.
ALBERTON, MT 59820

696 0

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Cityservicevalcon Propane delivery references

St. Regis Volunteer Fire Dept. 406-649-7027

Superior Ambulance service 406-822-3001

Town of Superior 406-822-4672

Scaled Bid - Propane Services

Do NOT Open Before 2pm July 1, 2026

Energy Partners
Propane



RECEIVED

7.1.2026

12:19 PM

**Liquid Petroleum
Gas Dealer**

**Montana Department of
Transportation
PO Box 5895
Helena, MT 59604-5895**

**License Number
054956**

Please use this number for all
reference purposes.

**Issue Date:
March 7, 2001**



**Energy Partners LLC
1700 W Broadway
Missoula, MT 59808-2099**

Chapter 70, Title 15,

NOT

**Liquid Petroleum
Gas Dealer**

**Montana Department of
Transportation
PO Box 5895
Helena, MT 59604-5895**

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**Issue Date:
March 7, 2001**



**Energy Partners LLC
1700 W Broadway
Missoula, MT 59808-2099**

Chapter 70, Title 15,

NOT

POST THIS IN A CONSPICUOUS PLACE

License Not Transferable

No. 2026-229

Receipt No. 16410

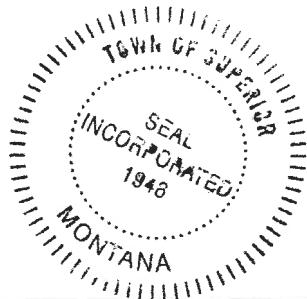
TOWN OF SUPERIOR BUSINESS LICENSE

Pursuant to the provisions of Ordinances of the Town of Superior, this License is
Granted to: ENERGY PARTNERS

Having paid to the Treasurer of said Town the sum of \$15.00 and made
application in due form, IS HEREBY LICENSED to carry on the business or
occupation of: PROPANE SALES

THIS LICENSE expires December 31, 2026 and is subject to revocation by the
Town Council of said Town for failure to comply with the ordinances, rules and
regulations of said Town and of the laws and regulations of the State of Montana
prescribed by the competent authority.

By order of the Town Council:
Given under my hand this 12th day of January, 2026



Brenda L. Schneider
Town Clerk



ENERPAR-01

TROLFE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/2/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER Missoula Office Marsh McLennan Agency LLC P.O. Box 4386 Missoula, MT 59808	CONTACT NAME:	
	PHONE (A/C, No, Ext): (406) 721-1000	FAX (A/C, No): (406) 721-9230
INSURED Energy Partners, LLC 3050 Stockyard Road Missoula, MT 59808	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A : Dakota Fire Insurance Company	
	INSURER B : Montana State Fund	
	INSURER C : RSUI Indemnity Company	
	INSURER D :	
INSURER E :		
INSURER F :		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY			5X92290	9/1/2025	9/1/2026	EACH OCCURRENCE \$ 2,000,000
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000
							MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ 2,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:						EMPLOYEE BENEFIT \$ 4,000,000
A	☒ AUTOMOBILE LIABILITY			5X92290	9/1/2025	9/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☒ ANY AUTO						BODILY INJURY (Per person) \$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
							\$
							\$
A	☒ UMBRELLA LIAB			5X92290	9/1/2025	9/1/2026	EACH OCCURRENCE \$ 1,000,000
	☐ EXCESS LIAB						AGGREGATE \$
	☒ RETENTION \$ 10,000						Aggregate \$ 1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			034366211	9/1/2025	9/1/2026	PER STATUTE OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	☐ Y ☒ N	N/A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Equipment Floater			5X92290	9/1/2025	9/1/2026	BLKT BLDG'S/STOCK 11,066,310
C	Commercial Umbrella			NHA608644	9/1/2025	9/1/2026	Per Occurrence 4,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Additional Coverage: Commercial Excess - GSL103359 - Gray Surplus Lines Insurance Co. - 9/1/2025 through 9/1/2026 - Per Occurrence - \$4,000,000 over Policy NHA608644

CERTIFICATE HOLDER

CANCELLATION

Energy Partners, L.L.C.
3050 Stockyard Road
Missoula, MT 59808

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

**Municipal and commercial references for
Energy Partners Propane**

Mineral County – 406-822-3523

Alberton School District – 406-722-4413

Frenchtown School District – 406-626-2600

Mineral Community Hospital – 406-822-4841

Superior School District – 406-822-4851

Town of Plains – 406-826-3411

Sanders County – 406-827-3482

Clark Fork Valley Hospital – 406-827-4442

City of Thompson Falls – 406-827-3557

The outside of the sealed envelope must be clearly marked as follows:

SEALED BID — PROPANE SERVICES DO NOT OPEN BEFORE 2:00 PM, JULY 1, 2026

Bidder Name: Energy Partners Propane

Bids must be **physically received** by the Town Clerk no later than **2:00 PM on July 1, 2026**. The postmark date does not count — the bid must be in hand at Town Hall by the deadline. Bids arriving after 2:00 PM on July 1, 2026 will be returned to the bidder unopened, regardless of the reason for the delay.

Sealed bids must be delivered by mail or in person only:

By Mail: Town of Alberton Attn: Town Clerk PO Box 115 Alberton, MT 59820

In Person: 607 Railroad Avenue Alberton, MT 59820 Monday – Thursday, 9:00 AM – 3:00 PM (or by appointment — contact townclerk@albertonmontana.com)

All sealed bids will be stored unopened by the Town Clerk until the public bid opening at **2:00 PM on July 1, 2026** at 607 Railroad Avenue, Alberton, MT. At that time, all bids will be opened and read aloud publicly. The resulting bid tabulation will be included in the Town Council meeting packet for Council consideration and award.

SECTION 6 — BID FORM

Bidder Name: Energy Partners Propane

Address: 211 River Street, Superior, MT

Phone: 406-822-4848 Email: Jthomas@energypartnerspropane.com

Price Per Gallon: \$ 1.389

Pricing Methodology (check one):

- Fixed price for contract term ☒
- Index-based pricing — Index used: _____ Differential: \$ _____
- Other (describe):

Set rate of \$1.389 for July 1, 2026 – July 1, 2027
Free tank maintenance, \$1 per year lease, \$75 per hour service charge

Tank Maintenance — Three (3) Storage Tanks:

- Annual flat fee: \$ 0 per year
- Per-service rate: \$ 0 per visit

Propane Monitoring included - Free

- Description of services included: tank maintenance, heater service, New appliance installation, gas pipe

Heater Maintenance — Five (5) Propane Heaters:

- Annual flat fee: \$ 0 per year
- Per-service rate: \$ 0 per heater per visit (Pre-Season inspection)
- Description of services included: \$75 per hr for service work after that

Emergency Delivery Available 24/7: ☒ Yes ☐ No

Emergency Heater/Tank Service Available: ☒ Yes ☐ No

Estimated Delivery Lead Time (normal): 1-2 hrs hours/days

Authorized Signature: 

Printed Name & Title: Johnny Thomas - Regional Manager

Date: 6/30/26

SECTION 7 — AWARD CRITERIA

The Town of Alberton reserves the right to award this contract to the lowest responsible and responsive bidder. The Town also reserves the right to reject any or all bids, to waive irregularities, and to accept the bid deemed most advantageous to the Town.

SECTION 8 — QUESTIONS

All questions regarding this Invitation for Bids must be submitted in writing to the Town Clerk at townclerk@albertonmontana.com no later than **Thursday, June 18, 2026 at 3:00 PM Local Time**. Responses to questions will be provided to all registered bidders.

The Town of Alberton is an Equal Opportunity Employer and does not discriminate on the basis of race, color, national origin, sex, religion, age, or disability.

**Liquid Petroleum
Gas Dealer**

**Montana Department of
Transportation
PO Box 5895
Helena, MT 59604-5895**

**License Number
054956**

Please use this number for all
reference purposes.

**Issue Date:
March 7, 2001**



**Energy Partners LLC
1700 W Broadway
Missoula, MT 59808-2099**

Chapter 70, Title 15,

NOT

Liquid Petroleum
Gas Dealer

Montana Department of
Transportation
PO Box 5895
Helena, MT 59604-5895

License Number
054956

Please use this number for all
reference purposes.

Issue Date:
March 7, 2001



Energy Partners LLC
1700 W Broadway
Missoula, MT 59808-2099

Chapter 70, Title 15,

NOT

POST THIS IN A CONSPICUOUS PLACE

License Not Transferable

No. 2026-229

Receipt No. 16410

TOWN OF SUPERIOR BUSINESS LICENSE

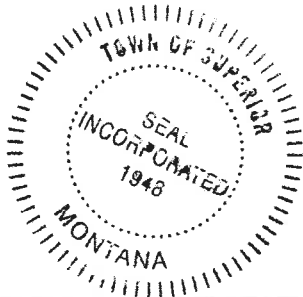
Pursuant to the provisions of Ordinances of the Town of Superior, this License is
Granted to: ENERGY PARTNERS

Having paid to the Treasurer of said Town the sum of \$15.00 and made
application in due form, IS HEREBY LICENSED to carry on the business or
occupation of: PROPANE SALES

THIS LICENSE expires December 31, 2026 and is subject to revocation by the
Town Council of said Town for failure to comply with the ordinances, rules and
regulations of said Town and of the laws and regulations of the State of Montana
prescribed by the competent authority.

By order of the Town Council:

Given under my hand this 12th day of January, 2026



Brenda L. Schneider
Town Clerk



ENERPAR-01

TROLFE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/2/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER Missoula Office Marsh McLennan Agency LLC P.O. Box 4386 Missoula, MT 59808	CONTACT NAME:	
	PHONE (A/C, No, Ext): (406) 721-1000	FAX (A/C, No): (406) 721-9230
INSURED Energy Partners, LLC 3050 Stockyard Road Missoula, MT 59808	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A : Dakota Fire Insurance Company	
	INSURER B : Montana State Fund	
	INSURER C : RSUI Indemnity Company	
	INSURER D :	
INSURER E :		
INSURER F :		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY					
	☐ CLAIMS-MADE ☒ OCCUR		5X92290	9/1/2025	9/1/2026	EACH OCCURRENCE \$ 2,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000
						MED EXP (Any one person) \$ 10,000
						PERSONAL & ADV INJURY \$ 2,000,000
						GENERAL AGGREGATE \$ 2,000,000
						PRODUCTS - COMP/OP AGG \$ 2,000,000
						EMPLOYEE BENEFIT \$ 4,000,000
A	☒ AUTOMOBILE LIABILITY					
	☒ ANY AUTO		5X92290	9/1/2025	9/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS					BODILY INJURY (Per person) \$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY					BODILY INJURY (Per accident) \$
						PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB					
	☐ EXCESS LIAB ☒ CLAIMS-MADE		5X92290	9/1/2025	9/1/2026	EACH OCCURRENCE \$ 1,000,000
	DED ☒ RETENTION \$ 10,000					AGGREGATE \$
						Aggregate \$ 1,000,000
B	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y / ☒ N	N/A	034366211	9/1/2025	9/1/2026	PER STATUTE ☐ OTH-ER ☐
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. EACH ACCIDENT \$ 1,000,000
						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
						E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	☒ Equipment Floater		5X92290	9/1/2025	9/1/2026	BLKT BLDG'S/STOCK 11,066,310
C	☒ Commercial Umbrella		NHA608644	9/1/2025	9/1/2026	Per Occurrence 4,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Additional Coverage: Commercial Excess - GSL103359 - Gray Surplus Lines Insurance Co. - 9/1/2025 through 9/1/2026 - Per Occurrence - \$4,000,000 over Policy NHA608644

CERTIFICATE HOLDER

CANCELLATION

Energy Partners, L.L.C.
3050 Stockyard Road
Missoula, MT 59808

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AUTHORIZED REPRESENTATIVE

Municipal and commercial references for
Energy Partners Propane

Mineral County – 406-822-3523

Alberton School District – 406-722-4413

Frenchtown School District – 406-626-2600

Mineral Community Hospital – 406-822-4841

Superior School District – 406-822-4851

Town of Plains – 406-826-3411

Sanders County – 406-827-3482

Clark Fork Valley Hospital – 406-827-4442

City of Thompson Falls – 406-827-3557

The outside of the sealed envelope must be clearly marked as follows:

SEALED BID — PROPANE SERVICES DO NOT OPEN BEFORE 2:00 PM, JULY 1, 2026

Bidder Name: Energy Partners Propane

Bids must be **physically received** by the Town Clerk no later than **2:00 PM on July 1, 2026**. The postmark date does not count — the bid must be in hand at Town Hall by the deadline. Bids arriving after 2:00 PM on July 1, 2026 will be returned to the bidder unopened, regardless of the reason for the delay.

Sealed bids must be delivered by mail or in person only:

By Mail: Town of Alberton Attn: Town Clerk PO Box 115 Alberton, MT 59820

In Person: 607 Railroad Avenue Alberton, MT 59820 Monday – Thursday, 9:00 AM – 3:00 PM (or by appointment — contact townclerk@albertonmontana.com)

All sealed bids will be stored unopened by the Town Clerk until the public bid opening at **2:00 PM on July 1, 2026** at 607 Railroad Avenue, Alberton, MT. At that time, all bids will be opened and read aloud publicly. The resulting bid tabulation will be included in the Town Council meeting packet for Council consideration and award.

SECTION 6 — BID FORM

Bidder Name: Energy Partners Propane

Address: 211 River Street, Superior, MT

Phone: 406-822-4848 Email: Jthomas@energypartnerspropane.com

Price Per Gallon: \$ 1.389

Pricing Methodology (check one):

- Fixed price for contract term ☒
- Index-based pricing — Index used: _____ Differential: \$ _____
- Other (describe):

Set rate of \$1.389 for July 1, 2026 - July 1, 2027
Free tank maintenance, \$1 per year lease, \$75 per hour service charge

Tank Maintenance — Three (3) Storage Tanks:

- Annual flat fee: \$ 0 per year
 - Per-service rate: \$ 0 per visit
- Propane Monitoring included - Free

- Description of services included: tank maintenance, heater service, new appliance installation, gas

Heater Maintenance — Five (5) Propane Heaters:

- Annual flat fee: \$ 0 per year
- Per-service rate: \$ 0 per heater per visit (pre-season inspection)
- Description of services included: \$75 per hr for service work after that

Emergency Delivery Available 24/7: ☒ Yes ☐ No

Emergency Heater/Tank Service Available: ☒ Yes ☐ No

Estimated Delivery Lead Time (normal): 1-2 hrs hours/days

Authorized Signature: [Signature]

Printed Name & Title: Johnny Thomas - Regional Manager

Date: 6/30/26

SECTION 7 — AWARD CRITERIA

The Town of Alberton reserves the right to award this contract to the lowest responsible and responsive bidder. The Town also reserves the right to reject any or all bids, to waive irregularities, and to accept the bid deemed most advantageous to the Town.

SECTION 8 — QUESTIONS

All questions regarding this Invitation for Bids must be submitted in writing to the Town Clerk at townclerk@albertonmontana.com no later than **Thursday, June 18, 2026 at 3:00 PM Local Time**. Responses to questions will be provided to all registered bidders.

The Town of Alberton is an Equal Opportunity Employer and does not discriminate on the basis of race, color, national origin, sex, religion, age, or disability.

LP GAS SYSTEM LEASE AGREEMENT



LESSEE: NAME CITY of Alberton (OFFICE)
ADDRESS _____
CITY _____ STATE _____ ZIP _____

1. **LEASE AND DESCRIPTION OF PROPERTY.** Lessor hereby leases to Lessee and Lessee hereby leases from Lessor, upon the terms and conditions hereinafter set forth, the following personal property:

(a) One 320 gallon Liquefied Petroleum Gas System, serial number 152707
manufactured by TRINITY - 1996 (Refr'd 2019)

(b) _____
(hereinafter, the "Leased Property") for use on the premises of _____

whose address is _____, County of _____, State of _____
(hereinafter, the "Premises") from time to time substitute other property of similar
description for the Leased Property which is substituted property shall thereupon become the Leased

2. **LEASE PAYMENT**

Yearly Lease Fee _____

Lessee agrees to _____
the sole discretion _____
Lessee's election): _____

Month Due SEPT
\$ 1.00

3. **MAINTENANCE**

recognized safety _____
Leased Property, _____
Petroleum Gas Sy _____
for the purpose of _____

property on the Premises in a manner consistent with _____
shall be responsible for maintenance and service of the _____
Leased Property in working condition as a Liquefied _____
access to the Leased Property and Lessee's driveway _____

4. **TERMINATION.**

in writing to the other _____
shown above. Either _____
which case any _____
proportioned and are _____
provisions of State _____
Act by filling, or per _____

eto at any time without cause by ten (10) days' notice _____
mailed, postage prepaid, to the other party's address _____
ice of such party's new address to the other party, in _____
such new address. Tank lease payments will not be _____
necessary notice of default and right to cure under the _____
nt Lessee violates the State Liquefied Petroleum Gas _____
Lessor or its authorized agents fill, the Leased Property with any substance.

5. **RIGHTS OF LESSOR.** The title to the Leased Property is and shall at all times remain in the name of Lessor, and Lessee shall own no interest in the Leased Property, or any part thereof, except his interest therein as Lessee under this Agreement. Lessee shall not suffer or commit any waste or damage of or to the Leased Property, Should Lessee cause the leased property to be damaged or destroyed Lessee agrees to repair said damage or replace the leased property. If Lessee fails to do so within 15 days of damage or destruction, Lessor shall make repairs or replace property and bill Lessee for all costs and expenses incurred by Lessor, and Lessee shall be liable therefore and shall make payment to Lessor immediately upon receiving written notice of Lessor's costs and expenses. Lessor's agents may, at any time, enter upon the Premises in order to substitute the Leased Property, inspect the Leased Property and the manner of its use, and repossess the Leased Property upon expiration or termination of this Agreement. Lessee shall have no option to purchase the Leased Property.

6. **SURRENDER.** Upon expiration or termination of this Agreement, possession of the Leased Property shall be peaceably and quietly surrendered to Lessor, provided, however, that in such event Lessee shall not be under an obligation to remove the Leased Property from the Premises or to deliver the Leased Property to or at the direction of Lessor.

7. **OTHER TERMS.** The Leased Property shall not be considered a fixture or an appurtenance to real estate to which it may be attached. Lessee shall not move or remove the Leased Property from the Premises without the prior consent of Lessor endorsed hereon. Lessor retains the sole right to fill the Leased Property. Lessee shall neither fill the Leased Property with any substance, nor permit the Leased Property to be filled with any substance by any person other than Lessor or its authorized agents.

8. **PREVIOUS AGREEMENTS.** Lessor and Lessee agree that any previous agreements between the parties, whether written or oral, regarding consumer LP-gas systems are hereby terminated, and the terms of this lease agreement supersede any previous agreements.

NOTICE TO CONSUMER: (a) Do not sign this paper before you read the writing above, even if otherwise advised; (b) Do not sign this Agreement if it contains any blank spaces; (c) You are entitled to an exact copy of any agreement you sign and acknowledge receipt of an executed copy of this Agreement.

LESSOR: Energy Partners, LLC

By GARITA RIEBE

Its BRANCH MANAGER

Date _____

LESSEE:

X Diane Jodanis

Clerk Treasurer

Date 6/12/19

_____ Safety pamphlets have been issued.

LP GAS SYSTEM LEASE AGREEMENT



LESSEE: NAME CITY of Alberton (OFFICE)
ADDRESS _____
CITY _____ STATE _____ ZIP _____

1. **LEASE AND DESCRIPTION OF PROPERTY.** Lessor hereby leases to Lessee and Lessee hereby leases from Lessor, upon the terms and conditions hereinafter set forth, the following personal property:

(a) One 320 gallon Liquefied Petroleum Gas System, serial number 152707
manufactured by TRINITY - 1996 (Refr'd 2019)

(b) _____
(hereinafter, the "Leased Property") for use on the premises of _____

whose address is _____, County of _____, State of _____
(hereinafter, the Premises), for a term of year to year. Lessor may from time to time substitute other property of similar description for the Leased Property, or any part thereof, and the substituted property shall thereupon become the Leased Property which is subject to this agreement.

2. **LEASE PAYMENTS.** Lessee shall pay to Lessor the following amounts:

Month Due SEPT
Yearly Lease Fee: (Payable at execution of this Agreement) \$ 1.00

Lessee agrees to purchase and use sufficient gallons of propane (on an annual basis) to warrant the size of tank in 1(a) above. If, in the sole discretion of Lessor, Lessee is not purchasing and using sufficient propane, Lessor will notify Lessee in writing that (at the Lessee's election): (a) the tank size will be reduced, OR (b) the Yearly Lease Fee on current Leased Property shall increase.

3. **MAINTENANCE AND SERVICE.** Lessor shall install the Leased Property on the Premises in a manner consistent with recognized safety standards existing at the time of installation. Lessor shall be responsible for maintenance and service of the Leased Property, and shall undertake all necessary repairs to keep the Leased Property in working condition as a Liquefied Petroleum Gas System. Lessee shall provide to Lessor unencumbered access to the Leased Property and Lessee's driveway for the purpose of Lessor filling and servicing the Leased Property.

4. **TERMINATION.** This Agreement may be terminated by either party hereto at any time without cause by ten (10) days' notice in writing to the other party, which notice shall be delivered in person or mailed, postage prepaid, to the other party's address shown above. Either party may deliver, in person or by mail, written notice of such party's new address to the other party, in which case any mailed notice under this Paragraph shall be sent to such new address. Tank lease payments will not be prorated and are non-refundable for any reason. Subject to any necessary notice of default and right to cure under the provisions of State law, Lessor may terminate this Agreement in the event Lessee violates the State Liquefied Petroleum Gas Act by filling, or permits any person other than Lessor or its authorized agents fill, the Leased Property with any substance.

5. **RIGHTS OF LESSOR.** The title to the Leased Property is and shall at all times remain in the name of Lessor, and Lessee shall own no interest in the Leased Property, or any part thereof, except his interest therein as Lessee under this Agreement. Lessee shall not suffer or commit any waste or damage of or to the Leased Property. Should Lessee cause the leased property to be damaged or destroyed Lessee agrees to repair said damage or replace the leased property. If Lessee fails to do so within 15 days of damage or destruction, Lessor shall make repairs or replace property and bill Lessee for all costs and expenses incurred by Lessor, and Lessee shall be liable therefore and shall make payment to Lessor immediately upon receiving written notice of Lessor's costs and expenses. Lessor's agents may, at any time, enter upon the Premises in order to substitute the Leased Property, inspect the Leased Property and the manner of its use, and repossess the Leased Property upon expiration or termination of this Agreement. Lessee shall have no option to purchase the Leased Property.

6. **SURRENDER.** Upon expiration or termination of this Agreement, possession of the Leased Property shall be peaceably and quietly surrendered to Lessor, provided, however, that in such event Lessee shall not be under an obligation to remove the Leased Property from the Premises or to deliver the Leased Property to or at the direction of Lessor.

7. **OTHER TERMS.** The Leased Property shall not be considered a fixture or an appurtenance to real estate to which it may be attached. Lessee shall not move or remove the Leased Property from the Premises without the prior consent of Lessor endorsed hereon. Lessor retains the sole right to fill the Leased Property. Lessee shall neither fill the Leased Property with any substance, nor permit the Leased Property to be filled with any substance by any person other than Lessor or its authorized agents.

8. **PREVIOUS AGREEMENTS.** Lessor and Lessee agree that any previous agreements between the parties, whether written or oral, regarding consumer LP-gas systems are hereby terminated, and the terms of this lease agreement supersede any previous agreements.

NOTICE TO CONSUMER: (a) Do not sign this paper before you read the writing above, even if otherwise advised; (b) Do not sign this Agreement if it contains any blank spaces; (c) You are entitled to an exact copy of any agreement you sign and acknowledge receipt of an executed copy of this Agreement.

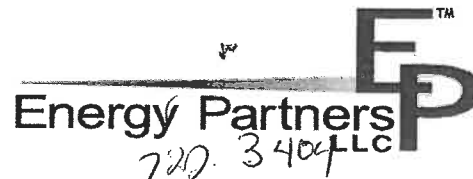
LESSOR: Energy Partners, LLC

By GARITA RIVER
Its BRANCH MANAGER
Date _____

LESSEE:
X Diane Jodanis
Clerk Treasurer
Date 6/12/19

_____ Safety pamphlets have been issued.

LP GAS SYSTEM LEASE AGREEMENT



LESSEE: NAME Town of Alberton
ADDRESS P.O. Box 115
CITY ALBERTON STATE MT. ZIP 59820

1. **LEASE AND DESCRIPTION OF PROPERTY.** The Lessor hereby leases to the Lessee and the Lessee hereby leases from the Lessor, upon the terms and conditions hereinafter set forth, the following personal property:

(a) One 500 gallon Liquefied Petroleum Gas System, serial number 287514, manufactured by TRINITY WHITE

(b) SEWER LAGCO-1 BUILDING

(hereinafter, the Leased Property) for use on the premises of Scenes

whose address is Parkway, County of MILLER, State of MT. (hereinafter, the Premises), for a term of year to year. The Lessor may from time to time substitute other property of similar description for the Leased Property, or any part thereof, and the substituted property shall thereupon become the Leased Property which is subject to this agreement. SEWER LAGCO

2. **LEASE PAYMENTS.** The Lessee shall pay to the Lessor the following amounts:

(a) Yearly Lease Fee (Payable at execution of this Agreement) \$ 1.00

3. **MAINTENANCE AND SERVICE.** The Lessor shall install the Leased Property on the Premises in a manner consistent with recognized safety standards existing at the time of installation. The Lessor shall be responsible for maintenance and service of the Leased Property, and shall undertake all necessary repairs to keep the Leased Property in working condition as a Liquefied Petroleum Gas System.

4. **NO OPTION TO PURCHASE.** The Lessee shall have no option to purchase the Leased Property.

5. **TERMINATION.** This Agreement may be terminated by either party hereto at any time without cause by ten (10) days notice in writing to the other party, which notice shall be delivered in person or mailed, postage prepaid, to the other party's address shown above. Either party may deliver, in person or by mail, written notice of such party's new address to the other party, in which case any mailed notice under this Paragraph shall be sent to such new address. Subject to any necessary notice of default and right to cure under the provisions of State law, the Lessor may terminate this Agreement in the event the Lessee violates the State Liquefied Petroleum Gas Act by filling, or permits any person other than the Lessor or its authorized agents fill, the Leased Property with any substance.

6. **RIGHTS OF LESSOR.** The title to the Leased Property is and shall at all times remain in the name of the Lessor, and the Lessee shall own no interest in the Leased Property, or any part thereof, except his interest therein as Lessee under this Agreement. The Lessee shall not suffer or commit any waste or damage of or to the Leased Property. Should Lessee cause the leased property to be damaged or destroyed Lessee agrees to repair said damage or replace the leased property. If Lessee fails to do so within 15 days of damage or destruction, Lessor shall make repairs or replace property and bill Lessee for all costs and expenses incurred by Lessor, and Lessee shall be liable therefore and shall make payment to Lessor immediately upon receiving written notice of Lessor's costs and expenses. The Lessor's agents may, at any time, enter upon the Premises in order to substitute the Leased Property, inspect the Leased Property and the manner of its use, and repossess the Leased Property upon expiration or termination of this Agreement.

7. **SURRENDER.** Upon expiration or termination of this Agreement, possession of the Leased Property shall be peaceably and quietly surrendered to the Lessor, provided, however, that in such event the Lessee shall not be under an obligation to remove the Leased Property from the Premises or to deliver the Leased Property to or at the direction of the Lessor.

8. **OTHER TERMS.** The Leased Property shall not be considered a fixture or an appurtenance to real estate to which it maybe attached. The Lessee shall not move or remove the Leased Property from the Premises without the prior consent of the Lessor endorsed hereon. The Lessor retains the sole right to fill the Leased Property. The Lessee shall neither fill the Leased Property with any substance, nor permit the Leased Property to be filled with any substance by any person other than the Lessor or its authorized agents. Lessee will be liable for taxes on leased equipment.

9. **PREVIOUS AGREEMENTS.** Lessor and Lessee hereby agree that previous agreements, written or oral if any, between said parties regarding consumer LP-gas systems are hereby terminated, and the terms of this lease agreement supersede any previous agreements.

The Lessee acknowledges receipt of an executed copy of this Agreement.

NOTICE TO CONSUMER: (a) Do not sign this paper before you read the writing above, even if otherwise advised; (b) Do not sign this if it contains any blank spaces; (c) You are entitled to an exact copy of any agreement you sign.

X Date 10/29/14

X Lessee Town of Alberton

Lessee Diane Jodanis

Date 10/21-14

Lessor Energy Partners, L.L.C.

Please sign & return white copy.
Safety pamphlets have been issued.

By [Signature]
Its ALBERTON MONT

LP GAS SYSTEM LEASE AGREEMENT



LESSEE: NAME CITY OF Alberton LIBRARY/ COMMUNITY CENTER
ADDRESS _____
CITY _____ STATE _____ ZIP _____

1. LEASE AND DESCRIPTION OF PROPERTY. Lessor hereby leases to Lessee and Lessee hereby leases from Lessor, upon the terms and conditions hereinafter set forth, the following personal property:

(a) One 500 gallon Liquefied Petroleum Gas System, serial number M1818183
manufactured by TRINITY

(b) _____

(hereinafter, the "Leased Property") for use on the premises of _____
whose address is _____, County of _____, State of _____

(hereinafter, the Premises), for a term of year to year. Lessor may from time to time substitute other property of similar description for the Leased Property, or any part thereof, and the substituted property shall thereupon become the Leased Property which is subject to this agreement.

2. LEASE PAYMENTS. Lessee shall pay to Lessor the following amounts:

Month Due SEPT
\$ 100

Yearly Lease Fee: (Payable at execution of this Agreement)

Lessee agrees to purchase and use sufficient gallons of propane (on an annual basis) to warrant the size of tank in 1(a) above. If, in the sole discretion of Lessor, Lessee is not purchasing and using sufficient propane, Lessor will notify Lessee in writing that (at the Lessee's election): (a) the tank size will be reduced, OR (b) the Yearly Lease Fee on current Leased Property shall increase.

3. MAINTENANCE AND SERVICE. Lessor shall install the Leased Property on the Premises in a manner consistent with recognized safety standards existing at the time of installation. Lessor shall be responsible for maintenance and service of the Leased Property, and shall undertake all necessary repairs to keep the Leased Property in working condition as a Liquefied Petroleum Gas System. Lessee shall provide to Lessor unencumbered access to the Leased Property and Lessee's driveway for the purpose of Lessor filling and servicing the Leased Property.

4. TERMINATION. This Agreement may be terminated by either party hereto at any time without cause by ten (10) days' notice in writing to the other party, which notice shall be delivered in person or mailed, postage prepaid, to the other party's address shown above. Either party may deliver, in person or by mail, written notice of such party's new address to the other party, in which case any mailed notice under this Paragraph shall be sent to such new address. Tank lease payments will not be prorated and are non-refundable for any reason. Subject to any necessary notice of default and right to cure under the provisions of State law, Lessor may terminate this Agreement in the event Lessee violates the State Liquefied Petroleum Gas Act by filling, or permits any person other than Lessor or its authorized agents fill, the Leased Property with any substance.

5. RIGHTS OF LESSOR. The title to the Leased Property is and shall at all times remain in the name of Lessor, and Lessee shall own no interest in the Leased Property, or any part thereof, except his interest therein as Lessee under this Agreement. Lessee shall not suffer or commit any waste or damage of or to the Leased Property, Should Lessee cause the leased property to be damaged or destroyed Lessee agrees to repair said damage or replace the leased property. If Lessee fails to do so within 15 days of damage or destruction, Lessor shall make repairs or replace property and bill Lessee for all costs and expenses incurred by Lessor, and Lessee shall be liable therefore and shall make payment to Lessor immediately upon receiving written notice of Lessor's costs and expenses. Lessor's agents may, at any time, enter upon the Premises in order to substitute the Leased Property, inspect the Leased Property and the manner of its use, and repossess the Leased Property upon expiration or termination of this Agreement. Lessee shall have no option to purchase the Leased Property.

6. SURRENDER. Upon expiration or termination of this Agreement, possession of the Leased Property shall be peaceably and quietly surrendered to Lessor, provided, however, that in such event Lessee shall not be under an obligation to remove the Leased Property from the Premises or to deliver the Leased Property to or at the direction of Lessor.

7. OTHER TERMS. The Leased Property shall not be considered a fixture or an appurtenance to real estate to which it may be attached. Lessee shall not move or remove the Leased Property from the Premises without the prior consent of Lessor endorsed hereon. Lessor retains the sole right to fill the Leased Property. Lessee shall neither fill the Leased Property with any substance, nor permit the Leased Property to be filled with any substance by any person other than Lessor or its authorized agents.

8. PREVIOUS AGREEMENTS. Lessor and Lessee agree that any previous agreements between the parties, whether written or oral, regarding consumer LP-gas systems are hereby terminated, and the terms of this lease agreement supersede any previous agreements.

NOTICE TO CONSUMER: (a) Do not sign this paper before you read the writing above, even if otherwise advised; (b) Do not sign this Agreement if it contains any blank spaces; (c) You are entitled to an exact copy of any agreement you sign and acknowledge receipt of an executed copy of this Agreement.

LESSOR: Energy Partners, LLC	LESSEE:
By <u>GARTH A. RIEBE</u>	<u>X Diane Jodanis</u>
Its <u>FRANCH MANAGER</u>	<u>Clerk Treasurer</u>
Date _____	Date <u>6/12/19</u>

TO: THE TOWN OF ALBERTON

FROM: JFF PROPANE
GARTH A. RIEBE
BRANCH MANAGER
ALBERTON MT.



RECEIVED

6.29.2026

9:00 AM MST



JFF Propane

JOHN'S FUEL FARM & ENERGY

14 CLEVELAND ST., S.E.
RONAN MT 59864
P: 1(406)676-3461, F: 1(406)676-4417
john.jff@johnsfuelfarm.com
www.johnsfuelfarm.com



The Town of Alberton,

As the new branch manager of the 3rd, and newest propane branch for JFF Propane, I am proud and excited to enter our bid for propane delivery and service for the Town of Alberton.

As one of the only locally owned and operated propane companies left in Western Montana that is not corporately owned by a national propane company in the background or a Co-op partnership with a board of directors. When you call JFF Propane, you can get the general manager or the branch manager who makes the decisions directly. Our drivers can be directly called and our two highly knowledgeable CSRs in the main office are both extremely helpful. I believe the customer service you'll experience will be the #1 difference. Setting us apart from all other companies.

We pride ourselves on our service, knowledge and hometown values that drive our employees to be the best! When we say neighbors helping neighbors, we mean it! As you may already know, I have extensive knowledge and experience with the tanks and equipment that the Town of Alberton now has. I have installed, serviced, and delivered to the Town of Alberton in the past. In fact, I installed one of the Rinnai heaters currently used in the town office.

I am also extremely excited to announce... The new JFF Propane Branch for Missoula and Mineral County, is currently being built right here in Alberton Montana at exit 77 next to Kirchey Creek and the Thompson Ranch Development. You can't get any more Local than that!

PROPANE PRICE DELIVERED: \$1.68 locked in for 1st year

ALL SERVICE/LABOR CHARGES: 25% off

TANK LEASES: \$1.00 yearly - FREE FOR THE FIRST YEAR

TANK SWITCHOUT & PUMPOVER: ZERO COST \$0.00

*** NO LABOR CHARGES * NO SAFTY CHECK FEE * NO LEASE / 1ST YEAR**

We truly mean it when we say.... NO hassle & NO corporate fine print! Bigger isn't always better!! We are Montana locally owned & operated.

I want to personally thank the Town of Alberton for giving me an opportunity to bid on the chance to serve my hometown personally. If there are any questions, please reach out to me.

Thank You,

JFF PROPANE Branch Manager Alberton Montana

Garth Riebe

(406)382-0369

garth.jffpropane@gmail.com



JFF Propane

Local Service. Local Savings.

No hidden fees.

No corporate fine print.

**Call now for FREE no-hassle swap
and account set-up.**

**100% Family Owned &
Community-Centered.**

**We take pride in giving
back to our community.**

CALL US.

406-676-3461



JFF Propane

406-676-3461

**Propane Delivery
& Service**

100% Locally Owned

14 Cleveland St. S.E. • Ronan, MT 59864
john@johnsfuelfarm.com • www.johnsfuelfarm.com

Serving the Mission Valley & Beyond