

A G R E E M E N T

THIS AGREEMENT made and entered into this 1st day of July, 2013, by and between BIG HORN COUNTY and the CITY OF BILLINGS, MONTANA, a municipal corporation, herein called the CITY,

WITNESSETH:

WHEREAS, BIG HORN COUNTY is desirous of using the landfill facilities of the CITY for the disposal of solid waste generated within BIG HORN COUNTY.

WHEREAS, the CITY is willing to allow BIG HORN COUNTY use of its landfill facilities during normal published operating times.

NOW, THEREFORE, in consideration of the mutual covenants and agreements between the parties hereto, it is mutually agreed as follows:

1. That the CITY will permit the disposal of solid waste, except industrial wastes, collected or contracted by BIG HORN COUNTY at the landfill facility operated by the CITY at such times as said landfill shall be open for disposal of solid waste pursuant to all rules, regulations, and limitation of Billings Municipal Code, Chapter 21.

2. That BIG HORN COUNTY agrees to pay the CITY for the use of said landfill facilities at the rate of \$17.62 per ton plus a five percent (5%) franchise fee for a total rate of \$18.50 per ton as weighed on the landfill scale. Should the scale be inoperable, the rate will be \$2.24 per cubic yard of non-compacted solid waste plus a five percent (5%) franchise fee for a total rate of \$2.35 per cubic yard of non-compacted solid waste and \$5.86 per cubic yard of compacted solid waste plus a five percent (5%) franchise fee for a total rate of \$6.15 per cubic yard of compacted solid waste as determined by the load capacity of the vehicle used to haul said solid waste regardless of the actual size of the load.

3. The Billings City Council has adopted a policy for separate Landfill charges for the disposal of special waste, dead animals, non-processed tires, and asbestos. Said charges will apply in addition to, or in lieu of, the amount specified in paragraph two above, but it is further understood that the CITY will not hold BIG HORN COUNTY liable for these additional charges but will bill said charges direct to the individual company or entity physically depositing said special waste, dead animals, non processed tires and asbestos at the landfill.

4. Only solid waste generated within the political jurisdiction of BIG HORN COUNTY can be disposed of in the City of Billings landfill.

5. No liquid waste or hazardous waste as defined by the E.P.A. and the State of Montana Solid Waste Bureau will be accepted. By law, any hazardous waste is the responsibility of all parties involved from the time it is generated until its final disposal.

6. It is further understood and agreed that this agreement shall be effective for Twelve (12) Months from and after the 1st day of July 2013, unless terminated by the CITY. The CITY may terminate this agreement at any time, with or without cause, upon thirty (30) days written notice to BIG HORN COUNTY.

7. BIG HORN COUNTY waives any and all claims and recourse against the CITY OF BILLINGS, including the right to contribution for loss or damage to persons or property, arising from, growing out of, or in any way connected with or incidental to performance of this agreement.

Further, BIG HORN COUNTY shall indemnify, hold harmless and defend the CITY OF BILLINGS against any and all claims, demands, causes of action, damages, costs, expenses, liability, or judgments against the CITY OF BILLINGS in any way resulting from the negligent acts or omissions of BIG HORN COUNTY, its agents, employees or representatives under this Agreement.

Indemnity under this agreement shall commence on the date of execution hereof and shall continue for the entire term this agreement is in effect and for any applicable period of limitations thereafter. The CITY OF BILLINGS agrees to notify BIG HORN COUNTY in writing, within ten (10) days of any claim made against the CITY OF BILLINGS on the obligations indemnified against.

8. It is further understood and agreed that BIG HORN COUNTY may terminate this agreement at any time upon payment in full of any monies owing under this agreement and upon written notice Ninety (90) days in advance to the CITY.

DATED THIS ____ day of _____, 2013.

BIG HORN COUNTY

CITY OF BILLINGS

THOMAS HANEL, MAYOR

CARI MARTIN, CITY CLERK

A G R E E M E N T

THIS AGREEMENT made and entered into this 1st day of July, 2013, by and between CARBON COUNTY and the CITY OF BILLINGS, MONTANA, a municipal corporation, herein called the CITY,

WITNESSETH:

WHEREAS, CARBON COUNTY is desirous of using the landfill facilities of the CITY for the disposal of solid waste generated within CARBON COUNTY.

WHEREAS, the CITY is willing to allow CARBON COUNTY use of its landfill facilities during normal published operating times.

NOW, THEREFORE, in consideration of the mutual covenants and agreements between the parties hereto, it is mutually agreed as follows:

1. That the CITY will permit the disposal of solid waste, except industrial wastes, collected or contracted by CARBON COUNTY at the landfill facility operated by the CITY at such times as said landfill shall be open for disposal of solid waste pursuant to all rules, regulations, and limitation of Billings Municipal Code, Chapter 21.

2. That CARBON COUNTY agrees to pay the CITY for the use of said landfill facilities at the rate of \$17.62 per ton plus a five percent (5%) franchise fee for a total rate of \$18.50 per ton as weighed on the landfill scale. Should the scale be inoperable, the rate will be \$2.24 per cubic yard of non-compacted solid waste plus a five percent (5%) franchise fee for a total rate of \$2.35 per cubic yard of non-compacted solid waste and \$5.86 per cubic yard of compacted solid waste plus a five percent (5%) franchise fee for a total rate of \$6.15 per cubic yard of compacted solid waste as determined by the load capacity of the vehicle used to haul said solid waste regardless of the actual size of the load.

3. The Billings City Council has adopted a policy for separate Landfill charges for the disposal of special waste, dead animals, non-processed tires, and asbestos. Said charges will apply in addition to, or in lieu of, the amount specified in paragraph two above, but it is further understood that the CITY will not hold CARBON COUNTY liable for these additional charges but will bill said charges direct to the individual company or entity physically depositing said special waste, dead animals, non processed tires and asbestos at the landfill.

4. Only solid waste generated within the political jurisdiction of CARBON COUNTY can be disposed of in the City of Billings landfill.

5. No liquid waste or hazardous waste as defined by the E.P.A. and the State of Montana Solid Waste Bureau will be accepted. By law, any hazardous waste is the responsibility of all parties involved from the time it is generated until its final disposal.

6. It is further understood and agreed that this agreement shall be effective for Twelve (12) Months from and after the 1st day of July 2013, unless terminated by the CITY. The CITY may terminate this agreement at any time, with or without cause, upon thirty (30) days written notice to CARBON COUNTY.

7. CARBON COUNTY waives any and all claims and recourse against the CITY OF BILLINGS, including the right to contribution for loss or damage to persons or property, arising from, growing out of, or in any way connected with or incidental to performance of this agreement.

Further, CARBON COUNTY shall indemnify, hold harmless and defend the CITY OF BILLINGS against any and all claims, demands, causes of action, damages, costs, expenses, liability, or judgments against the CITY OF BILLINGS in any way resulting from the negligent acts or omissions of CARBON COUNTY, its agents, employees or representatives under this Agreement.

Indemnity under this agreement shall commence on the date of execution hereof and shall continue for the entire term this agreement is in effect and for any applicable period of limitations thereafter. The CITY OF BILLINGS agrees to notify CARBON COUNTY in writing, within ten (10) days of any claim made against the CITY OF BILLINGS on the obligations indemnified against.

8. It is further understood and agreed that CARBON COUNTY may terminate this agreement at any time upon payment in full of any monies owing under this agreement and upon written notice Ninety (90) days in advance to the CITY.

DATED THIS ____ day of _____, 2013.

CARBON COUNTY

CITY OF BILLINGS

THOMAS HANEL, MAYOR

CARI MARTIN, CITY CLERK

A G R E E M E N T

THIS AGREEMENT made and entered into this 1st day of July, 2013, by and between MUSSELSHELL COUNTY and the CITY OF BILLINGS, MONTANA, a municipal corporation, herein called the CITY,

WITNESSETH:

WHEREAS, MUSSELSHELL COUNTY is desirous of using the landfill facilities of the CITY for the disposal of solid waste generated within MUSSELSHELL COUNTY.

WHEREAS, the CITY is willing to allow MUSSELSHELL COUNTY use of its landfill facilities during normal published operating times.

NOW, THEREFORE, in consideration of the mutual covenants and agreements between the parties hereto, it is mutually agreed as follows:

1. That the CITY will permit the disposal of solid waste, except industrial wastes, collected or contracted by MUSSELSHELL COUNTY at the landfill facility operated by the CITY at such times as said landfill shall be open for disposal of solid waste pursuant to all rules, regulations, and limitation of Billings Municipal Code, Chapter 21.

2. That MUSSELSHELL COUNTY agrees to pay the CITY for the use of said landfill facilities at the rate of \$17.62 per ton plus a five percent (5%) franchise fee for a total rate of \$18.50 per ton as weighed on the landfill scale. Should the scale be inoperable, the rate will be \$2.24 per cubic yard of non-compacted solid waste plus a five percent (5%) franchise fee for a total rate of \$2.35 per cubic yard of non-compacted solid waste and \$5.86 per cubic yard of compacted solid waste plus a five percent (5%) franchise fee for a total rate of \$6.15 per cubic yard of compacted solid waste as determined by the load capacity of the vehicle used to haul said solid waste regardless of the actual size of the load.

3. The Billings City Council has adopted a policy for separate Landfill charges for the disposal of special waste, dead animals, non-processed tires, and asbestos. Said charges will apply in addition to, or in lieu of, the amount specified in paragraph two above, but it is further understood that the CITY will not hold MUSSELSHELL COUNTY liable for these additional charges but will bill said charges direct to the individual company or entity physically depositing said special waste, dead animals, non processed tires and asbestos at the landfill.

4. Only solid waste generated within the political jurisdiction of MUSSELSHELL COUNTY can be disposed of in the City of Billings landfill.

5. No liquid waste or hazardous waste as defined by the E.P.A. and the State of Montana Solid Waste Bureau will be accepted. By law, any hazardous waste is the responsibility of all parties involved from the time it is generated until its final disposal.

6. It is further understood and agreed that this agreement shall be effective for Twelve (12) Months from and after the 1st day of July 2013, unless terminated by the CITY. The CITY may terminate this agreement at any time, with or without cause, upon thirty (30) days written notice to MUSSELSHELL COUNTY.

7. MUSSELSHELL COUNTY waives any and all claims and recourse against the CITY OF BILLINGS, including the right to contribution for loss or damage to persons or property, arising from, growing out of, or in any way connected with or incidental to performance of this agreement.

Further, MUSSELSHELL COUNTY shall indemnify, hold harmless and defend the CITY OF BILLINGS against any and all claims, demands, causes of action, damages, costs, expenses, liability, or judgments against the CITY OF BILLINGS in any way resulting from the negligent acts or omissions of MUSSELSHELL COUNTY, its agents, employees or representatives under this Agreement.

Indemnity under this agreement shall commence on the date of execution hereof and shall continue for the entire term this agreement is in effect and for any applicable period of limitations thereafter. The CITY OF BILLINGS agrees to notify MUSSELSHELL COUNTY in writing, within ten (10) days of any claim made against the CITY OF BILLINGS on the obligations indemnified against.

8. It is further understood and agreed that MUSSELSHELL COUNTY may terminate this agreement at any time upon payment in full of any monies owing under this agreement and upon written notice Ninety (90) days in advance to the CITY.

DATED THIS ___ day of _____, 2013.

MUSSELSHELL COUNTY

CITY OF BILLINGS

THOMAS HANEL, MAYOR

CARI MARTIN, CITY CLERK

A G R E E M E N T

THIS AGREEMENT made and entered into this 1st day of July, 2013, by and between STILLWATER COUNTY and the CITY OF BILLINGS, MONTANA, a municipal corporation, herein called the CITY,

WITNESSETH:

WHEREAS, STILLWATER COUNTY is desirous of using the landfill facilities of the CITY for the disposal of solid waste generated within STILLWATER COUNTY.

WHEREAS, the CITY is willing to allow STILLWATER COUNTY use of its landfill facilities during normal published operating times.

NOW, THEREFORE, in consideration of the mutual covenants and agreements between the parties hereto, it is mutually agreed as follows:

1. That the CITY will permit the disposal of solid waste, except industrial wastes, collected or contracted by STILLWATER COUNTY at the landfill facility operated by the CITY at such times as said landfill shall be open for disposal of solid waste pursuant to all rules, regulations, and limitation of Billings Municipal Code, Chapter 21.

2. That STILLWATER COUNTY agrees to pay the CITY for the use of said landfill facilities at the rate of \$17.62 per ton plus a five percent (5%) franchise fee for a total rate of \$18.50 per ton as weighed on the landfill scale. Should the scale be inoperable, the rate will be \$2.24 per cubic yard of non-compacted solid waste plus a five percent (5%) franchise fee for a total rate of \$2.35 per cubic yard of non-compacted solid waste and \$5.86 per cubic yard of compacted solid waste plus a five percent (5%) franchise fee for a total rate of \$6.15 per cubic yard of compacted solid waste as determined by the load capacity of the vehicle used to haul said solid waste regardless of the actual size of the load.

3. The Billings City Council has adopted a policy for separate Landfill charges for the disposal of special waste, dead animals, non-processed tires, and asbestos. Said charges will apply in addition to, or in lieu of, the amount specified in paragraph two above, but it is further understood that the CITY will not hold STILLWATER COUNTY liable for these additional charges but will bill said charges direct to the individual company or entity physically depositing said special waste, dead animals, non processed tires and asbestos at the landfill.

4. Only solid waste generated within the political jurisdiction of STILLWATER COUNTY can be disposed of in the City of Billings landfill.

5. No liquid waste or hazardous waste as defined by the E.P.A. and the State of Montana Solid Waste Bureau will be accepted. By law, any hazardous waste is the responsibility of all parties involved from the time it is generated until its final disposal.

6. It is further understood and agreed that this agreement shall be effective for Twelve (12) Months from and after the 1st day of July 2013, unless terminated by the CITY. The CITY may terminate this agreement at any time, with or without cause, upon thirty (30) days written notice to STILLWATER COUNTY.

7. STILLWATER COUNTY waives any and all claims and recourse against the CITY OF BILLINGS, including the right to contribution for loss or damage to persons or property, arising from, growing out of, or in any way connected with or incidental to performance of this agreement.

Further, STILLWATER COUNTY shall indemnify, hold harmless and defend the CITY OF BILLINGS against any and all claims, demands, causes of action, damages, costs, expenses, liability, or judgments against the CITY OF BILLINGS in any way resulting from the negligent acts or omissions of STILLWATER COUNTY, its agents, employees or representatives under this Agreement.

Indemnity under this agreement shall commence on the date of execution hereof and shall continue for the entire term this agreement is in effect and for any applicable period of limitations thereafter. The CITY OF BILLINGS agrees to notify STILLWATER COUNTY in writing, within ten (10) days of any claim made against the CITY OF BILLINGS on the obligations indemnified against.

8. It is further understood and agreed that STILLWATER COUNTY may terminate this agreement at any time upon payment in full of any monies owing under this agreement and upon written notice Ninety (90) days in advance to the CITY.

DATED THIS ____ day of _____, 2013.

STILLWATER COUNTY

CITY OF BILLINGS

THOMAS HANEL, MAYOR

CARI MARTIN, CITY CLERK

A G R E E M E N T

THIS AGREEMENT made and entered into this 1st day of July, 2013, by and between the CITY OF BIG TIMBER and the CITY OF BILLINGS, MONTANA, a municipal corporation, herein called the CITY,

WITNESSETH:

WHEREAS, the CITY OF BIG TIMBER is desirous of using the landfill facilities of the CITY for the disposal of solid waste generated within the CITY OF BIG TIMBER.

WHEREAS, the CITY is willing to allow the CITY OF BIG TIMBER use of its landfill facilities during normal published operating times.

NOW, THEREFORE, in consideration of the mutual covenants and agreements between the parties hereto, it is mutually agreed as follows:

1. That the CITY will permit the disposal of solid waste, except industrial wastes, collected or contracted by the CITY OF BIG TIMBER at the landfill facility operated by the CITY at such times as said landfill shall be open for disposal of solid waste pursuant to all rules, regulations, and limitation of Billings Municipal Code, Chapter 21.

2. That the CITY OF BIG TIMBER agrees to pay the CITY for the use of said landfill facilities at the rate of \$17.62 per ton plus a five percent (5%) franchise fee for a total rate of \$18.50 per ton as weighed on the landfill scale. Should the scale be inoperable, the rate will be \$2.24 per cubic yard of non-compacted solid waste plus a five percent (5%) franchise fee for a total rate of \$2.35 per cubic yard of non-compacted solid waste and \$5.86 per cubic yard of compacted solid waste plus a five percent (5%) franchise fee for a total rate of \$6.15 per cubic yard of compacted solid waste as determined by the load capacity of the vehicle used to haul said solid waste regardless of the actual size of the load.

3. The Billings City Council has adopted a policy for separate Landfill charges for the disposal of special waste, dead animals, non-processed tires, and asbestos. Said charges will apply in addition to, or in lieu of, the amount specified in paragraph two above, but it is further understood that the CITY will not hold the CITY OF BIG TIMBER liable for these additional charges but will bill said charges direct to the individual company or entity physically depositing said special waste, dead animals, non processed tires and asbestos at the landfill.

4. Only solid waste generated within the political jurisdiction of the CITY OF BIG TIMBER can be disposed of in the City of Billings landfill. This includes waste currently accepted by the CITY OF BIG TIMBER from within Sweet Grass County.

5. No liquid waste or hazardous waste as defined by the E.P.A. and the State of Montana Solid Waste Bureau will be accepted. By law, any hazardous waste is the responsibility of all parties involved from the time it is generated until its final disposal.

6. It is further understood and agreed that this agreement shall be effective for Twelve (12) Months from and after the 1st day of July 2013, unless terminated by the CITY. The CITY may terminate this agreement at any time, with or without cause, upon thirty (30) days written notice to the CITY OF BIG TIMBER.

7. the CITY OF BIG TIMBER waives any and all claims and recourse against the CITY OF BILLINGS, including the right to contribution for loss or damage to persons or property, arising from, growing out of, or in any way connected with or incidental to performance of this agreement.

Further, the CITY OF BIG TIMBER shall indemnify, hold harmless and defend the CITY OF BILLINGS against any and all claims, demands, causes of action, damages, costs, expenses, liability, or judgments against the CITY OF BILLINGS in any way resulting from the negligent acts or omissions of the CITY OF BIG TIMBER, its agents, employees or representatives under this Agreement.

Indemnity under this agreement shall commence on the date of execution hereof and shall continue for the entire term this agreement is in effect and for any applicable period of limitations thereafter. The CITY OF BILLINGS agrees to notify the CITY OF BIG TIMBER in writing, within ten (10) days of any claim made against the CITY OF BILLINGS on the obligations indemnified against.

8. It is further understood and agreed that the CITY OF BIG TIMBER may terminate this agreement at any time upon payment in full of any monies owing under this agreement and upon written notice Ninety (90) days in advance to the CITY.

DATED THIS ____ day of _____, 2013.

the CITY OF BIG TIMBER

CITY OF BILLINGS

THOMAS HANEL, MAYOR

CARI MARTIN, CITY CLERK

A G R E E M E N T

THIS AGREEMENT made and entered into this 1st day of July, 2013, by and between the CITY OF LAUREL and the CITY OF BILLINGS, MONTANA, a municipal corporation, herein called the CITY,

WITNESSETH:

WHEREAS, the CITY OF LAUREL is desirous of using the landfill facilities of the CITY for the disposal of solid waste generated within the CITY OF LAUREL.

WHEREAS, the CITY is willing to allow the CITY OF LAUREL use of its landfill facilities during normal published operating times.

NOW, THEREFORE, in consideration of the mutual covenants and agreements between the parties hereto, it is mutually agreed as follows:

1. That the CITY will permit the disposal of solid waste, except industrial wastes, collected or contracted by the CITY OF LAUREL at the landfill facility operated by the CITY at such times as said landfill shall be open for disposal of solid waste pursuant to all rules, regulations, and limitation of Billings Municipal Code, Chapter 21.

2. That the CITY OF LAUREL agrees to pay the CITY for the use of said landfill facilities at the rate of \$17.62 per ton plus a five percent (5%) franchise fee for a total rate of \$18.50 per ton as weighed on the landfill scale. Should the scale be inoperable, the rate will be \$2.24 per cubic yard of non-compacted solid waste plus a five percent (5%) franchise fee for a total rate of \$2.35 per cubic yard of non-compacted solid waste and \$5.86 per cubic yard of compacted solid waste plus a five percent (5%) franchise fee for a total rate of \$6.15 per cubic yard of compacted solid waste as determined by the load capacity of the vehicle used to haul said solid waste regardless of the actual size of the load.

3. The Billings City Council has adopted a policy for separate Landfill charges for the disposal of special waste, dead animals, non-processed tires, and asbestos. Said charges will apply in addition to, or in lieu of, the amount specified in paragraph two above, but it is further understood that the CITY will not hold the CITY OF LAUREL liable for these additional charges but will bill said charges direct to the individual company or entity physically depositing said special waste, dead animals, non processed tires and asbestos at the landfill.

4. Only solid waste generated within the political jurisdiction of the CITY OF LAUREL can be disposed of in the City of Billings landfill.

5. No liquid waste or hazardous waste as defined by the E.P.A. and the State of Montana Solid Waste Bureau will be accepted. By law, any hazardous waste is the responsibility of all parties involved from the time it is generated until its final disposal.

6. It is further understood and agreed that this agreement shall be effective for Twelve (12) Months from and after the 1st day of July 2013, unless terminated by the CITY. The CITY may terminate this agreement at any time, with or without cause, upon thirty (30) days written notice to the CITY OF LAUREL.

7. the CITY OF LAUREL waives any and all claims and recourse against the CITY OF BILLINGS, including the right to contribution for loss or damage to persons or property, arising from, growing out of, or in any way connected with or incidental to performance of this agreement.

Further, the CITY OF LAUREL shall indemnify, hold harmless and defend the CITY OF BILLINGS against any and all claims, demands, causes of action, damages, costs, expenses, liability, or judgments against the CITY OF BILLINGS in any way resulting from the negligent acts or omissions of the CITY OF LAUREL, its agents, employees or representatives under this Agreement.

Indemnity under this agreement shall commence on the date of execution hereof and shall continue for the entire term this agreement is in effect and for any applicable period of limitations thereafter. The CITY OF BILLINGS agrees to notify the CITY OF LAUREL in writing, within ten (10) days of any claim made against the CITY OF BILLINGS on the obligations indemnified against.

8. It is further understood and agreed that the CITY OF LAUREL may terminate this agreement at any time upon payment in full of any monies owing under this agreement and upon written notice Ninety (90) days in advance to the CITY.

DATED THIS ____ day of _____, 2013.

the CITY OF LAUREL

CITY OF BILLINGS

THOMAS HANEL, MAYOR

CARI MARTIN, CITY CLERK

A G R E E M E N T

THIS AGREEMENT made and entered into this 1st day of July, 2013, by and between the CITY OF RED LODGE and the CITY OF BILLINGS, MONTANA, a municipal corporation, herein called the CITY,

WITNESSETH:

WHEREAS, the CITY OF RED LODGE is desirous of using the landfill facilities of the CITY for the disposal of solid waste generated within the CITY OF RED LODGE.

WHEREAS, the CITY is willing to allow the CITY OF RED LODGE use of its landfill facilities during normal published operating times.

NOW, THEREFORE, in consideration of the mutual covenants and agreements between the parties hereto, it is mutually agreed as follows:

1. That the CITY will permit the disposal of solid waste, except industrial wastes, collected or contracted by the CITY OF RED LODGE at the landfill facility operated by the CITY at such times as said landfill shall be open for disposal of solid waste pursuant to all rules, regulations, and limitation of Billings Municipal Code, Chapter 21.

2. That the CITY OF RED LODGE agrees to pay the CITY for the use of said landfill facilities at the rate of \$17.62 per ton plus a five percent (5%) franchise fee for a total rate of \$18.50 per ton as weighed on the landfill scale. Should the scale be inoperable, the rate will be \$2.24 per cubic yard of non-compacted solid waste plus a five percent (5%) franchise fee for a total rate of \$2.35 per cubic yard of non-compacted solid waste and \$5.86 per cubic yard of compacted solid waste plus a five percent (5%) franchise fee for a total rate of \$6.15 per cubic yard of compacted solid waste as determined by the load capacity of the vehicle used to haul said solid waste regardless of the actual size of the load.

3. The Billings City Council has adopted a policy for separate Landfill charges for the disposal of special waste, dead animals, non-processed tires, and asbestos. Said charges will apply in addition to, or in lieu of, the amount specified in paragraph two above, but it is further understood that the CITY will not hold the CITY OF RED LODGE liable for these additional charges but will bill said charges direct to the individual company or entity physically depositing said special waste, dead animals, non processed tires and asbestos at the landfill.

4. Only solid waste generated within the political jurisdiction of the CITY OF RED LODGE can be disposed of in the City of Billings landfill.

5. No liquid waste or hazardous waste as defined by the E.P.A. and the State of Montana Solid Waste Bureau will be accepted. By law, any hazardous waste is the responsibility of all parties involved from the time it is generated until its final disposal.

6. It is further understood and agreed that this agreement shall be effective for Twelve (12) Months from and after the 1st day of July 2013, unless terminated by the CITY. The CITY may terminate this agreement at any time, with or without cause, upon thirty (30) days written notice to the CITY OF RED LODGE.

7. the CITY OF RED LODGE waives any and all claims and recourse against the CITY OF BILLINGS, including the right to contribution for loss or damage to persons or property, arising from, growing out of, or in any way connected with or incidental to performance of this agreement.

Further, the CITY OF RED LODGE shall indemnify, hold harmless and defend the CITY OF BILLINGS against any and all claims, demands, causes of action, damages, costs, expenses, liability, or judgments against the CITY OF BILLINGS in any way resulting from the negligent acts or omissions of the CITY OF RED LODGE, its agents, employees or representatives under this Agreement.

Indemnity under this agreement shall commence on the date of execution hereof and shall continue for the entire term this agreement is in effect and for any applicable period of limitations thereafter. The CITY OF BILLINGS agrees to notify the CITY OF RED LODGE in writing, within ten (10) days of any claim made against the CITY OF BILLINGS on the obligations indemnified against.

8. It is further understood and agreed that the CITY OF RED LODGE may terminate this agreement at any time upon payment in full of any monies owing under this agreement and upon written notice Ninety (90) days in advance to the CITY.

DATED THIS ____ day of _____, 2013.

the CITY OF RED LODGE

CITY OF BILLINGS

THOMAS HANEL, MAYOR

CARI MARTIN, CITY CLERK

A G R E E M E N T

THIS AGREEMENT made and entered into this 1st day of July, 2013, by and between the TOWN OF BRIDGER and the CITY OF BILLINGS, MONTANA, a municipal corporation, herein called the CITY,

WITNESSETH:

WHEREAS, the TOWN OF BRIDGER is desirous of using the landfill facilities of the CITY for the disposal of solid waste generated within the TOWN OF BRIDGER.

WHEREAS, the CITY is willing to allow the TOWN OF BRIDGER use of its landfill facilities during normal published operating times.

NOW, THEREFORE, in consideration of the mutual covenants and agreements between the parties hereto, it is mutually agreed as follows:

1. That the CITY will permit the disposal of solid waste, except industrial wastes, collected or contracted by the TOWN OF BRIDGER at the landfill facility operated by the CITY at such times as said landfill shall be open for disposal of solid waste pursuant to all rules, regulations, and limitation of Billings Municipal Code, Chapter 21.

2. That the TOWN OF BRIDGER agrees to pay the CITY for the use of said landfill facilities at the rate of \$17.62 per ton plus a five percent (5%) franchise fee for a total rate of \$18.50 per ton as weighed on the landfill scale. Should the scale be inoperable, the rate will be \$2.24 per cubic yard of non-compacted solid waste plus a five percent (5%) franchise fee for a total rate of \$2.35 per cubic yard of non-compacted solid waste and \$5.86 per cubic yard of compacted solid waste plus a five percent (5%) franchise fee for a total rate of \$6.15 per cubic yard of compacted solid waste as determined by the load capacity of the vehicle used to haul said solid waste regardless of the actual size of the load.

3. The Billings City Council has adopted a policy for separate Landfill charges for the disposal of special waste, dead animals, non-processed tires, and asbestos. Said charges will apply in addition to, or in lieu of, the amount specified in paragraph two above, but it is further understood that the CITY will not hold the TOWN OF BRIDGER liable for these additional charges but will bill said charges direct to the individual company or entity physically depositing said special waste, dead animals, non processed tires and asbestos at the landfill.

4. Only solid waste generated within the political jurisdiction of the TOWN OF BRIDGER can be disposed of in the City of Billings landfill.

5. No liquid waste or hazardous waste as defined by the E.P.A. and the State of Montana Solid Waste Bureau will be accepted. By law, any hazardous waste is the responsibility of all parties involved from the time it is generated until its final disposal.

6. It is further understood and agreed that this agreement shall be effective for Twelve (12) Months from and after the 1st day of July 2013, unless terminated by the CITY. The CITY may terminate this agreement at any time, with or without cause, upon thirty (30) days written notice to the TOWN OF BRIDGER.

7. the TOWN OF BRIDGER waives any and all claims and recourse against the CITY OF BILLINGS, including the right to contribution for loss or damage to persons or property, arising from, growing out of, or in any way connected with or incidental to performance of this agreement.

Further, the TOWN OF BRIDGER shall indemnify, hold harmless and defend the CITY OF BILLINGS against any and all claims, demands, causes of action, damages, costs, expenses, liability, or judgments against the CITY OF BILLINGS in any way resulting from the negligent acts or omissions of the TOWN OF BRIDGER, its agents, employees or representatives under this Agreement.

Indemnity under this agreement shall commence on the date of execution hereof and shall continue for the entire term this agreement is in effect and for any applicable period of limitations thereafter. The CITY OF BILLINGS agrees to notify the TOWN OF BRIDGER in writing, within ten (10) days of any claim made against the CITY OF BILLINGS on the obligations indemnified against.

8. It is further understood and agreed that the TOWN OF BRIDGER may terminate this agreement at any time upon payment in full of any monies owing under this agreement and upon written notice Ninety (90) days in advance to the CITY.

DATED THIS ____ day of _____, 2013.

the TOWN OF BRIDGER

CITY OF BILLINGS

THOMAS HANEL, MAYOR

CARI MARTIN, CITY CLERK

A G R E E M E N T

THIS AGREEMENT made and entered into this 1st day of July, 2013, by and between the TOWN OF FROMBERG and the CITY OF BILLINGS, MONTANA, a municipal corporation, herein called the CITY,

WITNESSETH:

WHEREAS, the TOWN OF FROMBERG is desirous of using the landfill facilities of the CITY for the disposal of solid waste generated within the TOWN OF FROMBERG.

WHEREAS, the CITY is willing to allow the TOWN OF FROMBERG use of its landfill facilities during normal published operating times.

NOW, THEREFORE, in consideration of the mutual covenants and agreements between the parties hereto, it is mutually agreed as follows:

1. That the CITY will permit the disposal of solid waste, except industrial wastes, collected or contracted by the TOWN OF FROMBERG at the landfill facility operated by the CITY at such times as said landfill shall be open for disposal of solid waste pursuant to all rules, regulations, and limitation of Billings Municipal Code, Chapter 21.

2. That the TOWN OF FROMBERG agrees to pay the CITY for the use of said landfill facilities at the rate of \$17.62 per ton plus a five percent (5%) franchise fee for a total rate of \$18.50 per ton as weighed on the landfill scale. Should the scale be inoperable, the rate will be \$2.24 per cubic yard of non-compacted solid waste plus a five percent (5%) franchise fee for a total rate of \$2.35 per cubic yard of non-compacted solid waste and \$5.86 per cubic yard of compacted solid waste plus a five percent (5%) franchise fee for a total rate of \$6.15 per cubic yard of compacted solid waste as determined by the load capacity of the vehicle used to haul said solid waste regardless of the actual size of the load.

3. The Billings City Council has adopted a policy for separate Landfill charges for the disposal of special waste, dead animals, non-processed tires, and asbestos. Said charges will apply in addition to, or in lieu of, the amount specified in paragraph two above, but it is further understood that the CITY will not hold the TOWN OF FROMBERG liable for these additional charges but will bill said charges direct to the individual company or entity physically depositing said special waste, dead animals, non processed tires and asbestos at the landfill.

4. Only solid waste generated within the political jurisdiction of the TOWN OF FROMBERG can be disposed of in the City of Billings landfill.

5. No liquid waste or hazardous waste as defined by the E.P.A. and the State of Montana Solid Waste Bureau will be accepted. By law, any hazardous waste is the responsibility of all parties involved from the time it is generated until its final disposal.

6. It is further understood and agreed that this agreement shall be effective for Twelve (12) Months from and after the 1st day of July 2013, unless terminated by the CITY. The CITY may terminate this agreement at any time, with or without cause, upon thirty (30) days written notice to the TOWN OF FROMBERG.

7. the TOWN OF FROMBERG waives any and all claims and recourse against the CITY OF BILLINGS, including the right to contribution for loss or damage to persons or property, arising from, growing out of, or in any way connected with or incidental to performance of this agreement.

Further, the TOWN OF FROMBERG shall indemnify, hold harmless and defend the CITY OF BILLINGS against any and all claims, demands, causes of action, damages, costs, expenses, liability, or judgments against the CITY OF BILLINGS in any way resulting from the negligent acts or omissions of the TOWN OF FROMBERG, its agents, employees or representatives under this Agreement.

Indemnity under this agreement shall commence on the date of execution hereof and shall continue for the entire term this agreement is in effect and for any applicable period of limitations thereafter. The CITY OF BILLINGS agrees to notify the TOWN OF FROMBERG in writing, within ten (10) days of any claim made against the CITY OF BILLINGS on the obligations indemnified against.

8. It is further understood and agreed that the TOWN OF FROMBERG may terminate this agreement at any time upon payment in full of any monies owing under this agreement and upon written notice Ninety (90) days in advance to the CITY.

DATED THIS ____ day of _____, 2013.

the TOWN OF FROMBERG

CITY OF BILLINGS

THOMAS HANEL, MAYOR

CARI MARTIN, CITY CLERK

A G R E E M E N T

THIS AGREEMENT made and entered into this 1st day of July, 2013, by and between the TOWN OF HYSHAM and the CITY OF BILLINGS, MONTANA, a municipal corporation, herein called the CITY,

WITNESSETH:

WHEREAS, the TOWN OF HYSHAM is desirous of using the landfill facilities of the CITY for the disposal of solid waste generated within the TOWN OF HYSHAM.

WHEREAS, the CITY is willing to allow the TOWN OF HYSHAM use of its landfill facilities during normal published operating times.

NOW, THEREFORE, in consideration of the mutual covenants and agreements between the parties hereto, it is mutually agreed as follows:

1. That the CITY will permit the disposal of solid waste, except industrial wastes, collected or contracted by the TOWN OF HYSHAM at the landfill facility operated by the CITY at such times as said landfill shall be open for disposal of solid waste pursuant to all rules, regulations, and limitation of Billings Municipal Code, Chapter 21.

2. That the TOWN OF HYSHAM agrees to pay the CITY for the use of said landfill facilities at the rate of \$17.62 per ton plus a five percent (5%) franchise fee for a total rate of \$18.50 per ton as weighed on the landfill scale. Should the scale be inoperable, the rate will be \$2.24 per cubic yard of non-compacted solid waste plus a five percent (5%) franchise fee for a total rate of \$2.35 per cubic yard of non-compacted solid waste and \$5.86 per cubic yard of compacted solid waste plus a five percent (5%) franchise fee for a total rate of \$6.15 per cubic yard of compacted solid waste as determined by the load capacity of the vehicle used to haul said solid waste regardless of the actual size of the load.

3. The Billings City Council has adopted a policy for separate Landfill charges for the disposal of special waste, dead animals, non-processed tires, and asbestos. Said charges will apply in addition to, or in lieu of, the amount specified in paragraph two above, but it is further understood that the CITY will not hold the TOWN OF HYSHAM liable for these additional charges but will bill said charges direct to the individual company or entity physically depositing said special waste, dead animals, non processed tires and asbestos at the landfill.

4. Only solid waste generated within the political jurisdiction of the TOWN OF HYSHAM can be disposed of in the City of Billings landfill.

5. No liquid waste or hazardous waste as defined by the E.P.A. and the State of Montana Solid Waste Bureau will be accepted. By law, any hazardous waste is the responsibility of all parties involved from the time it is generated until its final disposal.

6. It is further understood and agreed that this agreement shall be effective for Twelve (12) Months from and after the 1st day of July 2013, unless terminated by the CITY. The CITY may terminate this agreement at any time, with or without cause, upon thirty (30) days written notice to the TOWN OF HYSHAM.

7. the TOWN OF HYSHAM waives any and all claims and recourse against the CITY OF BILLINGS, including the right to contribution for loss or damage to persons or property, arising from, growing out of, or in any way connected with or incidental to performance of this agreement.

Further, the TOWN OF HYSHAM shall indemnify, hold harmless and defend the CITY OF BILLINGS against any and all claims, demands, causes of action, damages, costs, expenses, liability, or judgments against the CITY OF BILLINGS in any way resulting from the negligent acts or omissions of the TOWN OF HYSHAM, its agents, employees or representatives under this Agreement.

Indemnity under this agreement shall commence on the date of execution hereof and shall continue for the entire term this agreement is in effect and for any applicable period of limitations thereafter. The CITY OF BILLINGS agrees to notify the TOWN OF HYSHAM in writing, within ten (10) days of any claim made against the CITY OF BILLINGS on the obligations indemnified against.

8. It is further understood and agreed that the TOWN OF HYSHAM may terminate this agreement at any time upon payment in full of any monies owing under this agreement and upon written notice Ninety (90) days in advance to the CITY.

DATED THIS ____ day of _____, 2013.

the TOWN OF HYSHAM

CITY OF BILLINGS

THOMAS HANEL, MAYOR

CARI MARTIN, CITY CLERK

A G R E E M E N T

THIS AGREEMENT made and entered into this 1st day of July, 2013, by and between the TOWN OF JOLIET and the CITY OF BILLINGS, MONTANA, a municipal corporation, herein called the CITY,

WITNESSETH:

WHEREAS, the TOWN OF JOLIET is desirous of using the landfill facilities of the CITY for the disposal of solid waste generated within the TOWN OF JOLIET.

WHEREAS, the CITY is willing to allow the TOWN OF JOLIET use of its landfill facilities during normal published operating times.

NOW, THEREFORE, in consideration of the mutual covenants and agreements between the parties hereto, it is mutually agreed as follows:

1. That the CITY will permit the disposal of solid waste, except industrial wastes, collected or contracted by the TOWN OF JOLIET at the landfill facility operated by the CITY at such times as said landfill shall be open for disposal of solid waste pursuant to all rules, regulations, and limitation of Billings Municipal Code, Chapter 21.

2. That the TOWN OF JOLIET agrees to pay the CITY for the use of said landfill facilities at the rate of \$17.62 per ton plus a five percent (5%) franchise fee for a total rate of \$18.50 per ton as weighed on the landfill scale. Should the scale be inoperable, the rate will be \$2.24 per cubic yard of non-compacted solid waste plus a five percent (5%) franchise fee for a total rate of \$2.35 per cubic yard of non-compacted solid waste and \$5.86 per cubic yard of compacted solid waste plus a five percent (5%) franchise fee for a total rate of \$6.15 per cubic yard of compacted solid waste as determined by the load capacity of the vehicle used to haul said solid waste regardless of the actual size of the load.

3. The Billings City Council has adopted a policy for separate Landfill charges for the disposal of special waste, dead animals, non-processed tires, and asbestos. Said charges will apply in addition to, or in lieu of, the amount specified in paragraph two above, but it is further understood that the CITY will not hold the TOWN OF JOLIET liable for these additional charges but will bill said charges direct to the individual company or entity physically depositing said special waste, dead animals, non processed tires and asbestos at the landfill.

4. Only solid waste generated within the political jurisdiction of the TOWN OF JOLIET can be disposed of in the City of Billings landfill.

5. No liquid waste or hazardous waste as defined by the E.P.A. and the State of Montana Solid Waste Bureau will be accepted. By law, any hazardous waste is the responsibility of all parties involved from the time it is generated until its final disposal.

6. It is further understood and agreed that this agreement shall be effective for Twelve (12) Months from and after the 1st day of July 2013, unless terminated by the CITY. The CITY may terminate this agreement at any time, with or without cause, upon thirty (30) days written notice to the TOWN OF JOLIET.

7. the TOWN OF JOLIET waives any and all claims and recourse against the CITY OF BILLINGS, including the right to contribution for loss or damage to persons or property, arising from, growing out of, or in any way connected with or incidental to performance of this agreement.

Further, the TOWN OF JOLIET shall indemnify, hold harmless and defend the CITY OF BILLINGS against any and all claims, demands, causes of action, damages, costs, expenses, liability, or judgments against the CITY OF BILLINGS in any way resulting from the negligent acts or omissions of the TOWN OF JOLIET, its agents, employees or representatives under this Agreement.

Indemnity under this agreement shall commence on the date of execution hereof and shall continue for the entire term this agreement is in effect and for any applicable period of limitations thereafter. The CITY OF BILLINGS agrees to notify the TOWN OF JOLIET in writing, within ten (10) days of any claim made against the CITY OF BILLINGS on the obligations indemnified against.

8. It is further understood and agreed that the TOWN OF JOLIET may terminate this agreement at any time upon payment in full of any monies owing under this agreement and upon written notice Ninety (90) days in advance to the CITY.

DATED THIS ____ day of _____, 2013.

the TOWN OF JOLIET

CITY OF BILLINGS

THOMAS HANEL, MAYOR

CARI MARTIN, CITY CLERK

A G R E E M E N T

THIS AGREEMENT made and entered into this 1st day of July, 2013, by and between TREASURE COUNTY and the CITY OF BILLINGS, MONTANA, a municipal corporation, herein called the CITY,

WITNESSETH:

WHEREAS, TREASURE COUNTY is desirous of using the landfill facilities of the CITY for the disposal of solid waste generated within TREASURE COUNTY.

WHEREAS, the CITY is willing to allow TREASURE COUNTY use of its landfill facilities during normal published operating times.

NOW, THEREFORE, in consideration of the mutual covenants and agreements between the parties hereto, it is mutually agreed as follows:

1. That the CITY will permit the disposal of solid waste, except industrial wastes, collected or contracted by TREASURE COUNTY at the landfill facility operated by the CITY at such times as said landfill shall be open for disposal of solid waste pursuant to all rules, regulations, and limitation of Billings Municipal Code, Chapter 21.

2. That TREASURE COUNTY agrees to pay the CITY for the use of said landfill facilities at the rate of \$17.62 per ton plus a five percent (5%) franchise fee for a total rate of \$18.50 per ton as weighed on the landfill scale. Should the scale be inoperable, the rate will be \$2.24 per cubic yard of non-compacted solid waste plus a five percent (5%) franchise fee for a total rate of \$2.35 per cubic yard of non-compacted solid waste and \$5.86 per cubic yard of compacted solid waste plus a five percent (5%) franchise fee for a total rate of \$6.15 per cubic yard of compacted solid waste as determined by the load capacity of the vehicle used to haul said solid waste regardless of the actual size of the load.

3. The Billings City Council has adopted a policy for separate Landfill charges for the disposal of special waste, dead animals, non-processed tires, and asbestos. Said charges will apply in addition to, or in lieu of, the amount specified in paragraph two above, but it is further understood that the CITY will not hold TREASURE COUNTY liable for these additional charges but will bill said charges direct to the individual company or entity physically depositing said special waste, dead animals, non processed tires and asbestos at the landfill.

4. Only solid waste generated within the political jurisdiction of TREASURE COUNTY can be disposed of in the City of Billings landfill.

5. No liquid waste or hazardous waste as defined by the E.P.A. and the State of Montana Solid Waste Bureau will be accepted. By law, any hazardous waste is the responsibility of all parties involved from the time it is generated until its final disposal.

6. It is further understood and agreed that this agreement shall be effective for Twelve (12) Months from and after the 1st day of July 2013, unless terminated by the CITY. The CITY may terminate this agreement at any time, with or without cause, upon thirty (30) days written notice to TREASURE COUNTY.

7. TREASURE COUNTY waives any and all claims and recourse against the CITY OF BILLINGS, including the right to contribution for loss or damage to persons or property, arising from, growing out of, or in any way connected with or incidental to performance of this agreement.

Further, TREASURE COUNTY shall indemnify, hold harmless and defend the CITY OF BILLINGS against any and all claims, demands, causes of action, damages, costs, expenses, liability, or judgments against the CITY OF BILLINGS in any way resulting from the negligent acts or omissions of TREASURE COUNTY, its agents, employees or representatives under this Agreement.

Indemnity under this agreement shall commence on the date of execution hereof and shall continue for the entire term this agreement is in effect and for any applicable period of limitations thereafter. The CITY OF BILLINGS agrees to notify TREASURE COUNTY in writing, within ten (10) days of any claim made against the CITY OF BILLINGS on the obligations indemnified against.

8. It is further understood and agreed that TREASURE COUNTY may terminate this agreement at any time upon payment in full of any monies owing under this agreement and upon written notice Ninety (90) days in advance to the CITY.

DATED THIS ____ day of _____, 2013.

TREASURE COUNTY

CITY OF BILLINGS

THOMAS HANEL, MAYOR

CARI MARTIN, CITY CLERK