

**AMENDMENT NO. 1**  
**TO**  
**PRETREATMENT SERVICE AGREEMENT BETWEEN EXXONMOBIL**  
**AND CITY OF BILLINGS**

THIS AGREEMENT, made and entered into on \_\_\_\_\_, 2018, by and between the following:

CITY OF BILLINGS, a Municipal Corporation,  
Billings, Montana 59103,  
Hereinafter designated the City

and

ExxonMobil Refinery  
700 Exxonmobil Road  
Billings, Montana 59101.  
Hereinafter designated ExxonMobil

WITNESSETH:

WHEREAS, the City and ExxonMobil entered into a Pretreatment Services Agreement dated December 19, 2016, for ExxonMobil to discharge industrial wastewater to the City's wastewater system under the City's Pretreatment program, and;

WHEREAS, ExxonMobil has requested an increase to their industrial wastewater maximum daily discharge flow from 2.0 to 2.5 million gallons per day (MGD), and;

WHEREAS, the City has determined that it has sufficient capacity in its wastewater system to treat and dispose of the additional 0.5 MGD from ExxonMobil;

NOW, THEREFORE, BE IT RESOLVED that in consideration of mutual covenants to be performed by the City and ExxonMobil, it is hereby agreed as follows:

1. The City will accept a maximum daily discharge flow of 2.5 MGD.
2. ExxonMobil acknowledges that the system development fee will be based, in part, on the maximum daily discharge flow of 2.5 MGD.
3. All other terms and conditions of the agreement to which this amendment applies shall remain in full effect.

IN WITNESS WHEREOF, the parties hereto have executed this instrument the day and year first above written.

**CITY OF BILLINGS, MONTANA**

**EXXONMOBIL**

By \_\_\_\_\_  
**WILLIAM A. COLE, Mayor**

By \_\_\_\_\_

Print Name \_\_\_\_\_

Print Title \_\_\_\_\_