LANDFILL USE AGREEMENT

THIS AGREEMENT made and entered into this _____ day of July 2 2019, by and between the CITY OF BILLINGS, MONTANA, a municipal corporation, hereinafter referred to as "CITY" and the YELLOWSTONE COUNTY SOLID WASTE DISPOSAL DISTRICT, hereinafter referred to as "DISTRICT."

WITNESSETH:

WHEREAS, the DISTRICT and its residents are desirous of using the landfill facilities of the CITY for the disposal of solid waste; and

WHEREAS, the CITY is willing to allow the DISTRICT and its residents 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. **DEFINITIONS**
   a. Landfill – The term "Landfill" shall mean the Billings Regional Landfill situated in Yellowstone County, owned and operated by the City of Billings.
   b. Other Waste – The term "other waste" shall mean construction and demolition refuse, dead animals, non-processed tires, asbestos, and special waste such as contaminated soil, sludges, and treated timbers.
   c. Refuse – The term "refuse" shall mean all approved and permitted wastes that lawfully may be disposed of in the Landfill.
   d. Residential Municipal Solid Waste – The term "residential municipal solid waste" shall mean any refuse not falling under the definition of "Other Waste" and generated from or at a property used as a residential dwelling.

2. **TERM**. The term of this AGREEMENT shall be from July 1, 2019 through June 30, 2020. Either party may terminate this AGREEMENT at any time with or without cause, upon six months written notice to the other party. In the event of such termination, a pro rata payment shall be paid or refunded, depending on the termination date.

3. **USE OF FACILITIES**. The CITY will permit the DISTRICT and its residents to use its landfill facility for disposal of refuse generated within the area of the DISTRICT at such times as said landfill shall be open for disposal of refuse. The DISTRICT agrees to use facilities in accordance with all applicable federal and state legislation, all applicable local ordinances including, but not limited to Billings Municipal Code, Chapter 21, and all applicable federal, state, and local administrative rules in order to promote the health, safety, and welfare of the citizens of Billings, Montana.

4. **PAYMENT FOR RESIDENTIAL MUNICIPAL SOLID WASTE**. For the period from July 1, 2019 through June 30, 2020, the DISTRICT agrees to pay the CITY the sum of two hundred seventeen thousand six hundred fifty dollars ($217,650.00) for residential municipal solid waste hauled by District residents from their primary residence. One half of this amount shall be paid semi-annually on or before July 1, 2019 and January 1, 2020.

   DISTRICT residents will not be charged at the Landfill for residential municipal solid waste hauled by residential users for loads less than 1.5 yards or 700 pounds, but will be charged for other waste of any volume or weight.

5. **INDEMNITY**. Each of the parties hereto shall indemnify, hold harmless, and defend the other party, its agents, employees or officials, against any and all claims, demands, causes of action, damages, costs, expenses, liability, or judgments against the other party for personal injury, death, or property damage caused by the negligence of the other party, its agents, employees or contractors arising from, growing out of, or in any way connected with or incidental to performance of 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. Either party shall notify the other party, in writing, within ten (10) days of any claim made on the obligations indemnified against hereunder.

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

CITY OF BILLINGS, MONTANA

By _____
WILLIAM A. COLE, MAYOR

APPROVED AS TO FORM:

By _____
BRENT BROOKS, CITY Attorney

_____
BOARD OF COUNTY COMMISSIONERS
YELLOWSTONE COUNTY, MONTANA

_____
DENIS PITMAN, Chairman

_____
Donald W. Jones, Member

_____
John Ostlund, Member