



Item: Solid Waste Disposal Agreement Five Year Second Extended Term

From: Ross Bartell, Sanitation Supervisor

Initiated By: Public Works Department

Presented By: Jim Rearden, Public Works Director

Action Requested: Approve Agreement Five Year Second Extended Term

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (approve/reject) the Solid Waste Disposal Agreement five year second extended term with Montana Waste Systems for the period of FY 2012-2017.”

2. Mayor calls for a second, discussion, inquiries from the public, and calls for the vote.

Staff Recommendation: Staff recommends that the City Commission approve the Solid Waste Disposal Agreement five year second extended term with Montana Waste Systems for the period of FY 2012-2017.

Background:

Purpose

Since the City of Great Falls Landfill closed on December 31, 1991, the Sanitation Division has used a private landfill currently operated by Montana Waste Systems under an Agreement that expired December 31, 2001. A new Agreement was approved by the City Commission in March 2002. The approved Solid Waste Disposal Agreement was for a five year initial term with two five year extended term options, which can be renewed by either party. All other terms and conditions remain the same. The initial five year term has expired and the first extended term will soon expire. Montana Waste Systems sent a letter of intent on September 14, 2011 to extend the current Solid Waste Disposal Agreement with the City of Great Falls for an additional five year “Second Extended Term”.

Montana Waste System’s owns the closest landfill within close proximity to Great Falls. The High Plains Landfill is located 10.5 miles north of the City of Great Falls.

Fiscal Impact: In this Agreement Montana Waste Systems agrees that the rates for disposal to be charged to Montana Waste Systems shall be no less than the rates to be charged to the City of Great Falls. The base gate rate to be charged to the City of Great Falls for receiving and landfilling waste material delivered to the disposal site as of January 1, 2012 is going up 3.35% per the CPI for November from \$23.05 to \$23.82 per ton. The gate rate to the public remains unchanged at \$28.75 per ton. On January 1st of each successive calendar year thereafter, during the initial term remaining or any renewal term of this Agreement, the base rate shall be subject to the increase, the amount of which shall be calculated by adding to the base rate for the immediately preceding year as follows:

Annual Adder = (1.00 (CPI)) x the base rate for preceding year.

As soon as practicable after January 1st of each year, Montana Waste Systems will determine the amount of the base rate increase. The rate adjustment increase will be effective; retroactive to January 1st. Notwithstanding the above, in no event shall the Annual Adder exceed seven percent (7%) of the base rate for the preceding year.

In FY 2011 a total of \$879,779 was paid in tipping fees to Montana Waste Systems.

Comparison to other cities:

Public	\$ / Ton Tipping Fee	Own Landfill
Billings	\$15.00	YES
Great Falls	\$23.82	NO
Helena	\$70.75	NO
Kalispell	\$31.05	NO
Havre	\$37.00	NO
Bozeman	\$27.00	NO
Private	\$ / Ton Tipping Fee	Own Landfill
MWS GF	\$28.75	YES
MWS County	\$28.75	YES
Evergreen Kalispell	\$31.05	NO
Republic Bozeman	\$27.00	NO

Alternatives: Reject the Agreement five year second extended term for solid waste disposal.

Attachments/Exhibits: Montana Waste Systems Agreement, Schedule A, Extension Letter

MW Montana Waste Systems, Inc.

September 14, 2011

Greg Doyon, Manager
City of Great Falls
PO Box 5021
Great Falls, MT 59403

Dear Mr. Doyon,

This letter is to serve as notice by Montana Waste Systems of our intent to extend the current Solid Waste Disposal Agreement with the City of Great Falls for an additional five (5) year term "Second Extended Term".

If you have any questions please feel free to contact me at 761-2545. Thank you for your time in this matter.

Sincerely,

Roger Bridgeford
General Manager

Cc: Jim Rearden
Ross Bartell
Debbie Kimball



Montana Waste Systems, Inc.

June 12, 2006

Mr. John Lawton
City Manager
PO Box 5021
Great Falls, Mt 59403

Dear Mr. Lawton,

This letter is to serve as notice by Montana Waste Systems of our intent to extend the current Solid Waste Disposal Agreement with the City of Great Falls for an additional five (5) year term "First Extended Term".

If you have any questions please feel free to contact me at 761-2545. Thank you for your time in this matter.

Sincerely,

Roger Bridgeford
General Manager

Cc: Jim Rearden, Public Works Director
Marty Basta, Operations Manager

SOLID WASTE DISPOSAL AGREEMENT

This Solid Waste Disposal Agreement ("Agreement") is made this 19th day of March, 2002, by and between the City of Great Falls, Montana, ("Municipality") and Montana Waste Systems, Inc., a Montana corporation authorized to do business in the State of Montana ("MWS").

WITNESSETH

WHEREAS, Municipality desires to obtain disposal services for the economical and environmentally sound disposition of solid waste generated within its jurisdiction; and

WHEREAS, Municipality has the power to enter into service contracts for the disposal of solid waste; and

WHEREAS, MWS operates a sanitary landfill and desires to provide disposal and other solid waste related services.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the respective covenants herein contained, the parties have agreed as follows:

ARTICLE I

Definitions

1.1 "Acceptable Waste" means any and all waste that is solid waste, as the latter term is defined in Montana State law except Unacceptable Waste, as defined below.

1.2 "Delivery Date" means January 1, 2002, which is the date Waste Material is first accepted for disposal pursuant to this Agreement.

1.3 "Disposal Site" means the landfill permitted and operated by MWS near the City of Great Falls, Cascade County, Montana.

1.4 "Hazardous Waste" means any waste, (even though it may be part of a delivered load of waste) which:

(a) is required to be accompanied by a written manifest or shipping document describing the waste as "hazardous waste," pursuant to any state or federal law, including, but not limited to, to the Resource Conservation and Recovery Act, 42 U.S.C. § 7901, et seq. as amended and the regulations promulgated thereunder; or

(b) contains polychlorinated biphenyls or any other substance as storage, treatment or disposal of which is subject to regulation under the Toxic Substances Control Act, 15 U.S.C. § 2601, et seq. as amended and the regulations promulgated thereunder; or

(c) contains a "reportable quantity" of one or more "hazardous substances," as defined in the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601, et seq. as amended and the regulations promulgated there under or as defined under Montana law and regulations promulgated thereunder; or

(d) contains a radioactive material the storage or disposal of which is subject to state or federal regulation.

1.5 "Municipality" means the municipal corporation for the geographical area comprising the City of Great Falls, Montana.

1.6 "Special Waste" means any waste, (even though it may be part of a delivered load of waste), which is:

(a) containerized waste (e.g., a drum, barrel, portable tank, box, pail, etc.) of a type listed in (c)-(h) of this definition, below;

(b) waste transported in a bulk tanker;

(c) liquid waste: For purpose of this paragraph, liquid waste means any waste material that is determined to be or contain "free liquid" by the paint filter test (EPA Method 9095). Sewage sludge from a publicly owned treatment works, shall be considered liquid if it contains less than 20 % solids by weight;

(d) sludge waste;

(e) waste from an industrial process;

(f) waste from a pollution control process;

(g) residue or debris from the cleanup of a spill or release of chemical substances, commercial products or wastes listed in (a)-(f) or (h) of this definition;

(h) soil, water, residue, debris or articles which are contaminated from the cleanup of a site or facility formerly used for the generation, storage, treatment, recycling, reclamation, or disposal of wastes listed in (a)-(g) of this definition;

(i) residential wastes only if a change in law, statute, regulation, rule, code, ordinance, permit, or permit condition occurs after the Effective Date of this Agreement, requires special or additional management that differs from the requirements applicable on the Effective Date of this Agreement; or

(j) any Miscellaneous Special Waste as defined in Exhibit A.

1.7 "Suspicious Waste" is waste which MWS reasonably suspects may be "Unacceptable Waste."

1.8 "Taxes" means all real estate taxes and assessments, special or otherwise, levied or assessed upon or with respect to the Disposal Site, and ad valorem taxes for MWS's personal property located thereon and used in connection therewith. Should the state in which the Disposal Site is located, or any political subdivision thereof, or any other governmental authority having jurisdiction over the Disposal Site, impose a tax, assessment, charge or fee, or increase a then existing tax, assessment, charge or fee with MWS will be required to pay, either by way of substitution for, or in addition to, a tax levied against the Disposal Site or MWS's personal property, such taxes, assessments, fees or charges will constitute "Taxes" hereunder.

1.9 "Unacceptable Waste" means any and all waste that is either:

(a) Waste which is prohibited from disposal at a sanitary landfill by state, federal or local law, regulation, rule, code, ordinance, permit or permit condition;

(b) Hazardous waste, as defined in 1.4 above; or

(c) Special Waste without an approved Special Waste Agreement as described in Section 4. "Unacceptable Waste" shall not include residential waste unless residential waste is prohibited by a change in law which becomes effective after the Effective Date of this Agreement.

1.10 "Waste Handler" means all "Acceptable Waste" over which Municipality has disposal authority and which, in compliance with governmental licenses and permits in effect, may be disposed of at the Disposal Site.

1.11 "Calendar Year" means from January 1 through December 31.

1.12 "Consumer Price Index" ("CPI") means the percentage increase for the preceding twelve (12) month period in the Consumer Price Index. The CPI is determined by calculating the average of the sum of the U.S. city average and the west urban size B-C-50,000-150,000, pursuant to the "Consumer Price Index" for all urban consumers ("CPI-U").

ARTICLE 2

Terms of Agreement

2.1 Effective Date. This Agreement will be effective upon execution, as used herein, the "Effective Date."

2.2 Initial Term. The initial term of this Agreement is five (5) years commencing on the Delivery Date.

2.3 Renewal Terms. This Agreement may be automatically renewed by either party for two (2) additional, separate five (5) year terms (respectively referred to as the "First Extended Term" and "Second Extended Term"). The First Extended Term shall commence at the end of the initial term. The Second Extended Term shall commence at the end of the First

Extended Term. The party seeking automatic renewal of this Agreement shall provide written notice of its intent to extend the term at least One Hundred Eighty (180) days prior to the expiration of the initial term. The party desiring to extend for an additional five (5) year term beyond the First Extended Term shall provide at least one hundred eighty (180) days prior written notice to the other.

ARTICLE 3

Scope of Service

3.1 Construction. MWS has completed construction of the Disposal Site and performed all work necessary to make the Disposal Site operational and ready to receive Waste Material.

3.2 Operation. On and after the Delivery Date, MWS will accept at the Disposal Site all Waste Material not reclaimed or recycled that is delivered to the Disposal Site by Municipality, its agents, other haulers, or private individuals.

3.3 Condition Precedent. MWS's obligations under this Agreement are expressly subject to the continuing effectiveness of all final, non-appealable licenses and permits that MWS deems necessary to operate the Disposal Site.

3.4 Exclusive Right. All Waste Material collected within the jurisdiction of Municipality that is directly or indirectly to be disposed of by landfill burial shall be delivered for disposal to the Disposal Site pursuant to the terms of this Agreement. Municipality agrees, without limitation, that it will not enter into any franchise, license, contract or other agreement for the collection or hauling of Waste Material with any party unless there is a provision in such franchise, license, contract or other agreement requiring that all Waste Material collected or hauled thereunder will be taken for disposal to the Disposal Site in accordance with this Agreement. Similarly, Municipality agrees, without limitation, that it will not enter into any franchise, license, contract or other agreement for the operation of a transfer facility, recycling facility, resource recovery facility or other alternative technology facility with any party unless there is a provision in such franchise, license, contract or other agreement requiring that all Waste Material from the transfer facility, recycling facility, resource recovery facility or other alternate technology facility be disposed of at the Disposal Site.

3.5 Holidays. The Disposal Site may, in the discretion of MWS, be closed on the following Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

3.6 Scale. MWS will have available at the Disposal Site, a scale or scales to weigh Waste Material that is transported to the Disposal Site. MWS will cause normal maintenance and calibration of the scales to be performed in accordance with manufacturer's recommendation. Municipality has the right once a month during normal working hours to enter the Disposal Site to inspect and to test the accuracy of scales. In the event the scales are not operable at any time, a vehicle or container will be charged based upon the average weight of

Municipality vehicles over the prior thirty (30) days. All transfer vehicles and private hauler collection vehicles will be weighed in and out of the Disposal Site. Weigh-out will be optional if MWS has a tare weight on file for a vehicle.

3.7 Compliance with Applicable Laws. MWS will comply with all present and future federal, state, and local statutes and ordinances regulating the construction and operation of sanitary landfills for the disposal of Waste Material, and with all other rules and regulations and amendments thereto imposed by all federal and state regulatory agencies having jurisdiction over the operation of the Disposal Site.

3.8 Nondiscrimination. MWS will not, in the performance of this Agreement, discriminate or knowingly permit discrimination against any person on account of sex, race, age, creed, color, national origin, political or religious opinion or affiliation.

3.9 Right to Refuse Unacceptable Waste. MWS shall not be required to accept, at the Disposal Site, any waste that MWS, in its sole discretion, considers to be an Unacceptable Waste.

All Waste Handlers that deliver waste to the Disposal Site shall be required to execute a Special Waste Agreement as described in Section 4 below representing that no Unacceptable Waste has been delivered to the Disposal Site. MWS reserves the right to reject any waste or load of waste brought to the Disposal Site that MWS, in its sole discretion, believes to contain Unacceptable Waste.

MWS will use its best efforts to require the responsible Waste Handler to remove waste determined or suspected by MWS to be Unacceptable Waste. If the suspected Unacceptable Waste is not removed from MWS's possession by the Waste Handler within a reasonable time, not to exceed seven days of receipt of the waste material, MWS will arrange lawful disposal of the waste. Municipality will indemnify MWS for any costs or damages resulting from delivery of Unacceptable Waste to the Disposal Site and will pay MWS its reasonable expenses and charges for handling, loading, preparing, transporting, storing and caring for Unacceptable Waste disposed of by MWS.

3.10 Revocation of Acceptance. MWS may, at any time before the condition of the waste has been materially changed, revoke its acceptance of any of the waste discovered to be Unacceptable Waste. Revocation must occur within a reasonable time after MWS actually discovers or should have discovered the nonconformity. In revoking its acceptance of any waste, MWS shall notify Municipality of the manner in which the waste is nonconforming.

3.11 Title to Waste. MWS is vested with title to all Waste Material accepted by MWS at the Disposal Site. Any revenue or other value received by MWS as a result of reclamation, recycling or resource recovery shall be solely to the account of MWS.

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ARTICLE 4

Special Waste Management

4.1 Requirement for Special Work Management. Municipality recognizes that Municipality, through the waste generators and Waste Handlers, must manage responsibly any hazardous or Special Wastes in the solid waste stream. Municipality recognizes that the proper management of Special Wastes can be most effectively and efficiently achieved only by the accurate characterization and control of any Special Waste by the waste generator or Waste Handler. Therefore, Municipality will require all waste generators and Waste Handlers to participate in and implement a Special Waste program as described in this agreement.

4.2 (MWS's) Obligation Regarding Special Waste. MWS is not required to accept or manage any Special Waste unless it is specifically identified in a written Special Waste Agreement, approved in writing by MWS and any other person or company that handles the Special Waste.

4.3 Duty of Municipality. Municipality will require all waste generators and Waste Handlers under its jurisdiction to execute a Special Waste Agreement prior to delivery of any special waste to the Disposal Site. Municipality represents and warrants that neither it nor any waste generator or Waste Handler within its jurisdiction shall deliver, arrange for the delivery of, or contract for the delivery of any Special Waste to the Disposal Site without a fully executed Special Waste Agreement.

4.4 Special Waste Agreement. The specific requirements of the Special Waste Agreement shall be as specified from time to time by MWS and may be altered by MWS at any time as necessary to insure the proper management of Special Waste. At a minimum the initial Special Waste Agreement shall include:

(a) A representation of the character and regulatory status of the waste executed by the generator or Waste Handler;

(b) A decision document executed by MWS and any other party that will manage the Waste. A decision document shall at a minimum including the identification of the generator and the source and characterization of the waste;

(c) A proposed management plan for the waste, including any special handling requirements;

(d) The approval of MWS and any other party that will manage the waste indicating acceptance for handling of the waste; and

(e) The unit price associated with the management of the Special Waste.

4.5 Representative Sample of Special Waste. MWS may, in its sole discretion, demand that a representative sample of any Special Waste proposed for delivery to

the Disposal Site be provided by the generator or Waste Handler to MWS prior to the approval of a Special Waste Agreement. Unless otherwise agreed by MWS, the cost for acquisition, delivery and analysis of a representative sample shall be borne by the generator or Waste Handler. If the generator or Waste Handler refuses to provide a representative sample, MWS shall have no obligation to accept the Special Waste or to execute a Special Waste Agreement.

ARTICLE 5

Compensation to (MWS)

5.1 Base Rate. The base gate rate (Base Rate) to be charged for receiving and landfilling Waste Material delivered to Disposal Site is \$18.88 per ton for the first year of this Agreement. In addition to the above, the rate to be charged for certain classes of waste shall be as set forth in "Exhibit A" attached hereto and by this reference, incorporated herein.

5.2 Base Rate Escalation. On January 1, 2003, and on January 1 of each successive calendar year thereafter, during the initial term remaining or any renewal term of this Agreement, the Base Rate shall be subject to the increase, the amount of which shall be calculated by adding to the Base Rate for the immediately preceding year as follows:

Annual Adder = [1.00 (CPI)] x the Base Rate for preceding year.

As soon as practicable after January 1 of each year, MWS will determine the amount of the Base Rate increase. The rate adjustment increase will be effective; retroactive to January 1st. Notwithstanding the above, in no event shall the Annual Adder exceed seven percent (7%) of the Base Rate for the preceding year.

5.3 Additional Compensation. In addition to the adjustments in the Base Rate specified in Paragraph 5.2, MWS will be entitled to additional compensation based upon the following events:

(a) Changes in Government Regulations Requiring Expenditures. The Municipality will also reimburse MWS for any expenditures required solely by federal, state or local law, regulation, rule, ordinance, permit or permit condition that becomes effective after the Effective Date of this Agreement and that was not imposed because of the action or inaction of MWS. MWS may amortize any required capital expenditures, with interest at then current rates for financing, over the remaining initial term of this Agreement. MWS may include any additional required operating expenditures as an adjustment to the Base Rate as adjusted.

(b) Tax Escalation. The Municipality will also pay to MWS an amount ("Tax Escalation Amount") equal to the amount by which the Taxes assessed in each tax year exceed the amount of all Taxes paid or accrued by MWS in the calendar year of the Delivery Date. Within One Hundred Twenty (120) days of the Delivery Date MWS will provide Municipality a statement of the Taxes for the first calendar year. One-Twelfth (1/12th) of the Tax Escalation Amount will be added each month to the invoice to the

Municipality. Increase in state and federal taxes are excluded from the above Tax Escalation Amount.

(c) Cumulative Compensation. Every adjustment to MWS compensation conferred herein will be cumulative and in addition to every other adjustment conferred herein.

5.4 Payment for Special Waste. Municipality shall pay MWS for disposal of Special Waste the unit price established by MWS. Unit prices will vary depending on quantity and quality of the waste. A unit price for Special Waste that exceeds the base rate as adjusted in accordance with Section 5 or any other applicable adjustment shall be accompanied by reasons for the cost increase. Examples of reasons for cost increase include special regulatory requirements, special handling, or management requirements at the Disposal Site to protect the environment or workers, the acceptance of additional risk or liability by MWS, additional leachate generation, detrimental impacts on leachate or gas quality, load checking requirements, or other reasons that demonstrate the need for additional cost.

5.5 Billings. At the beginning of each calendar month, MWS will bill Municipality for all Waste Material delivered in the preceding calendar month to the ~~to the~~ Disposal Site by Municipality or its agents, pursuant to this Agreement. MWS will supply Municipality each month an invoice detailing the number of loads and tonnage for the preceding calendar month. Municipality will pay such invoice within thirty (30) days from receipt of the invoice, without further notice by MWS. A late charge of 1.5% per month will be imposed if the payment from Municipality is past due 15 days or more.

5.6 Books and Records. MWS will keep daily records of the weight or volume of Waste Material received and charges therefor, and Municipality has the right to inspect the same insofar as they pertain to the weight or volume of Waste Material received at the Disposal Site.

5.7 Disposal Rate. During the initial term of this Agreement, and any extension as provided herein, MWS agrees that the rates for disposal to be charged to MWS shall be no less than the rates to be charged to the Municipality or other non-commercial users pursuant to this Agreement. MWS shall provide an annual written certification to the Municipality that it has complied with the provision.

ARTICLE 6

Indemnity

6.1 Indemnification. MWS will protect, indemnify and hold harmless Municipality from and against any and all liability, or claims, arising out of the use of or occupancy of the Disposal Site, or any of the equipment or personal property required in the performance of this Agreement, except for occurrences caused by or arising out of the negligence or willful conduct of Municipality, its officers, employees or agents.

6.2 Insurance. MWS shall provide and maintain during active disposal site operations, Workers' Compensation insurance which shall meet the requirements of the State of Montana. MWS shall provide and maintain during active operation of the disposal site public liability insurance, to protect against claims arising out of MWS's operations that may result in bodily injury, death or property damage suffered on or about the disposal site. The policy or policies in force shall contain a provision that the insurer will not cancel or decrease the insurance coverage without first giving Municipality thirty (30) days notice in writing. MWS, upon request, shall furnish Municipality evidence that the insurance required is in force. The limits of liability of all insurance required herein shall be as set forth in Exhibit B, which is attached hereto and incorporated herein.

ARTICLE 7

Default

Except as otherwise provided herein, if either party breaches this Agreement or defaults in the performance of any of the covenants or conditions contained herein for thirty (30) days after the other party has given the party breaching or defaulting written notice of such breach or default, unless a longer period of time is required to cure such breach or default and the party breaching or defaulting has given notice of its intent to cure or shall have commenced to cure such breach or default within said period and pursues diligently to the completion thereof, the other party may: (i) terminate this Agreement as of any date which the said other party may select provided said date is at least thirty (30) days after the elapse of the thirty (30) days in which to cure or commence curing; and (ii) have recourse to any other right or remedy to which it may be entitled by law, including, but not limited to, the right of all damage or loss suffered as a result of such breach or default. In the event either party waives default by the other party, such waiver shall not be construed or determined to be a continuing waiver of the same or any subsequent breach or default.

ARTICLE 8

Miscellaneous

8.1 Force Majeure. The performance of this Agreement by MWS may be suspended and the obligations hereunder excused or extended in the event, and during the period, that such performance is prevented, hindered, or delayed by a cause or causes beyond the reasonable control of MWS include, without limitation, default of another party; labor disputes, strike or lockout; acts of God; war; fire; explosion; national defense requirements; accidents; riot; flood; sabotage; lack of adequate fuel, power, materials, labor, or transportation facilities; power failures; breakage or failure of machinery or apparatus; damage or destruction of the Disposal Site and its facilities; injunctions or restraining orders; and judicial or governmental laws, regulations, requirements, orders, actions, or inaction, including the revocation or suspension of or failure to obtain, for reasons beyond MWS's reasonable control, any licenses or permits required for operation of the Disposal Site. In the event of disruption of services under any such circumstances, MWS will make every reasonable effort to reopen the Disposal Site to

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accept Waste Material as soon as practicable after the cessation of the cause of suspension of services, and it will take all reasonable steps to overcome the cause of cessation of service.

8.2 Enforcement. In the event that there is a dispute between the parties, and either party brings an action to interpret this Agreement, or to enforce any right which such party may have hereunder, or in the event an appeal is taken from any judgment or decree of a trial court, the party ultimately prevailing in such action will be entitled to receive from the other Party its costs and reasonable attorneys' fees to be determined by the court in which such action is brought.

8.3 Right to Require Performance. The failure of either party at any time to require performance by the other party of any provisions of this Agreement will in no way affect the right of that party thereafter to enforce the same. No waiver by either party of any breach of any of the provisions hereof will be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any other provision.

8.4 Law to Govern. This Agreement will be governed by the laws of the State of Montana, both as to interpretation and performance.

8.5 Severability. If any provision of this Agreement is declared illegal, void or unenforceable, the remaining provisions will not be affected but will remain in full force and effect.

8.6 Headings. The headings used herein are for convenience only and are not to be construed as part of this Agreement.

8.7 No Assignment. No assignment of this Agreement or any right accruing under this Agreement will be made wholly or in part by MWS except to an affiliate, without the express written consent of Municipality. In the event of any assignment, the assignee will assume the liability of MWS, and such assumption of liability will relieve MWS of all liability under this Agreement. For purposes of this part, affiliate means any company that is a wholly-owned subsidiary of Waste Management, Inc., or of which Waste Management, Inc. or a subsidiary thereof owns at least fifty-one percent (51%).

8.8 Successors and Assigns. Subject to the foregoing restrictions on transfer and assignment contained in Paragraph 8.7, this Agreement will inure to the benefit of and will be binding on the parties hereto and their respective successors and assigns.

8.9 Specific Services. This is an Agreement for the performance of specific services described herein. Under no circumstances or conditions shall the operation of the Disposal Site by MWS in accordance with this Agreement be deemed a public function, nor has Municipality acquired an interest, ownership or otherwise in the real or personal property or improvements or fixtures at the Disposal Site by virtue of this Agreement.

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8.10 Notices. All Notices or other communications to be given hereunder shall be in writing and shall be deemed given when mailed by registered or certified United States mail:

To Municipality:

City of Great Falls
Attn: John Lawton, City Manager
Post Office Box 5021
Park Drive and Central Avenue
Great Falls, Montana 59401

To MWS:

Montana Waste Systems, Inc.
Attn: Roger Bridgeford, General Manager
3201 15th Street N.E.
Great Falls, Montana 59403

Any changes of address by either party shall be by notice given to the other in the same manner as specified above.

8.11 Entire Agreement. This Agreement constitutes the entire agreement and understanding between the parties hereto, and it will not be considered modified, altered, changed, or amended in any respect unless in writing and signed by the parties hereto.

8.12 Signature. If this Agreement should not be signed by Municipality within ten (10) days from the date of execution by MWS, this Agreement will automatically void and of no force or effect whatsoever.

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IN WITNESS WHEREOF, the parties have executed this Agreement this 19th day of March, 2002.

CITY OF GREAT FALLS, MONTANA: MONTANA WASTE SYSTEMS, INC.:

By: [Signature]

By: [Signature]

Its: City Manager

Its: Manager

STATE OF MONTANA)

) ss:
COUNTY OF CASCADE)

The foregoing instrument was acknowledged before me this 19th day of March, 2002, by Reggie J. Borne of the CITY OF GREAT FALLS.

(NOTARIAL SEAL)

My Commission Expires: 12/17/03

[Signature]

STATE OF MONTANA)

) ss:
COUNTY OF CASCADE)

March, 2002, by Reggie J. Borne of MONTANA WASTE SYSTEMS, INC.

(NOTARIAL SEAL)

My Commission Expires: 12/17/03

[Signature]

**SCHEDULE “A”
CITY OF GREAT FALLS
2012 SCHEDULE OF CHARGES**

<u>TYPE OF WASTE</u>	<u>CHARGE</u>	
GATE RATE	Per Ton	\$28.75
CITY OF GREAT FALLS CONTRACTED RATE	Per Ton	\$23.82
HAY AND/OR MANURE		
Gate Rate	Per Ton	\$28.75
City of Great Falls	Per Ton	\$23.82
DEAD ANIMALS NOT REQUIRING SEPARATE CELL DISPOSAL		
	Small	\$ 7.00 per animal
	Medium	\$25.00 per animal
	Large	\$50.00 per animal
TREES	Per Ton	\$14.10
STREET SWEEPING DEBRIS	<i>No Charge provided such material merits the facility's requirements for salt content and can be used as daily cover</i>	
SPECIAL HANDLING	Flat Rate	\$65.00
CARS & TRUCKS –	500# or less Minimum	\$ 7.00
	Per Ton	\$28.75
TRAILERS – SINGLE AXLE –	700# or less Minimum	\$10.00
	Over 700# Per Ton	\$28.75
TRAILERS – DOUBLE AXLE –	1000# or less Minimum	\$15.00
	Over 1000# Per Ton	\$28.75
TIRES	Per Ton	\$53.06 (whole)
	Per Ton	\$32.61 (split)
SPECIAL WASTE	Per Ton	\$32.50
ASBESTOS	Per Yard	\$32.50
CONCRETE, BRICK, ROCK, CLEAN DIRT	Per Ton	\$ 9.78 (6+ ton)
PCS SOIL	Per Ton	\$19.93
	Per Ton	\$16.02 (+1,000)
	Per Ton	\$13.24 - \$ 8.54 (+2,000)
	<i>Any prices other than those published will need General Manager approval.</i>	