

RESOLUTION NO. 2024-21

A RESOLUTION TO AUTHORIZE EXCHANGE AGREEMENT BETWEEN WM DINGWALL COMPANY, 43 DINGWALL LN, DRUMMOND, MT 59832, HEREINAFTER KNOWN AS WM DINGWALL COMPANY, AND THE TOWN OF DRUMMOND FOR PLACEMENT OF SLUDGE FROM THE EXISTING LAGOON FOR THE WASTEWATER TREATMENT IMPROVEMENT PROJECT.

WHEREAS, the Town of Drummond's Wastewater Treatment Facility and Lagoon are undergoing substantial improvements and an area for placement of sludge from the existing lagoon is needed.

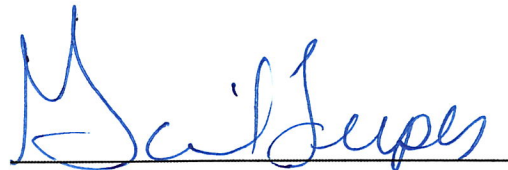
WHEREAS, the Town of Drummond has the legal jurisdiction and authority to construct, finance, operate, and maintain the wastewater system; and

WHEREAS, an Exchange Agreement has been drawn between WM Dingwall Company and the Town of Drummond, indicating the location and placement of said Sludge removed from the existing Lagoon; a copy of said Sludge Exchange Agreement is attached hereto as Exhibit A; and

WHEREAS, a sludge location placement area map for said Exchange Agreement has been provided indicating the agreed upon sludge placement area location; a copy of said map is attached hereto as Exhibit B.


NOW THEREFORE, BE IT RESOLVED by the Town Council of the Town of Drummond that Gail Leeper, Mayor, is authorized to sign the Exchange Agreement between WM Dingwall Company and the Town of Drummond for the location and placement of existing Lagoon Sludge for the Wastewater Treatment Improvement Project.

DATED this 17th day of December, 2024

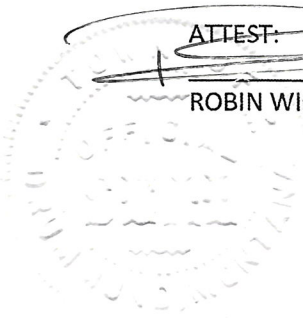


GAIL LEEPER, Mayor

ATTEST:



ROBIN WIGHT, Clerk/Treasurer/Paralegal



EXCHANGE AGREEMENT

This agreement made this 17 day of Dec, 2024, between WM Dingwall Company, 43 Dingwall Ln., Drummond, MT 59832, hereinafter known as WM Dingwall Company, and the Town of Drummond, a political subdivision organized under the laws of the State of Montana, hereinafter known as the Town.

RECITALS

1. WM Dingwall Company is the owner of property located in Township 10 N, Range 12 W, Section 16, Granite County, Montana.
2. The Town's Wastewater Treatment Facility (WWTF) and Lagoon are undergoing substantial improvements and removal of sludge from the existing lagoon is necessary to proceed with improving the WWTF. Removal of the sludge is a one-time removal for purposes of this agreement.
3. WM Dingwall Company indicated to the Town's engineer Brad Koon that they will cooperate with the Town regarding placing the sludge on the above property.
4. The attached Exhibit A shows the approximate locations for placement of the sludge on WM Dingwall property and the route to be utilized for transport of the sludge material.
5. Approximately 35 acres of WM Dingwall property will be utilized for the sludge placement.
6. Following placement the access roadway will be reclaimed to its condition as of the commencement of the sludge removal.

PARTIES' AGREEMENT

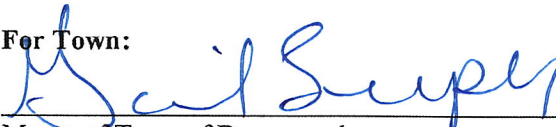
Based upon the exchange of valuable consideration, the receipt of which is acknowledged by both parties, the parties mutually and voluntarily agree as follows:

1. WM Dingwall Company agrees to placement of the sludge from the Town's lagoon on their property as set forth in the recitals above.
2. The Town agrees to place the sludge on WM Dingwall Company property as provided above in the recitals.
3. In exchange for the use of the WM Dingwall property for the one-time sludge placement, the Town will pay to WM Dingwall Company the sum of Ten Thousand Dollars (\$10,000.00).
4. Each party will hold harmless and indemnify the other party for any liability created or caused by either party.
5. The Town's contact person shall be either Brad Koon, the Town's engineer, or the Town Mayor.
6. If any dispute arises hereunder, the parties shall formally mediate the dispute before a mutually agreed upon mediator, sharing the costs equally, and mediation will be completed prior to any lawsuit being filed.
7. If this Agreement is litigated, venue is only proper in Granite County, Montana; and the prevailing party is entitled to reasonable costs of suit, including reasonable attorney fees.
8. All parties signing below acknowledge they have authority to act for their respective entity.

For WM Dingwall Company:

Date: _____

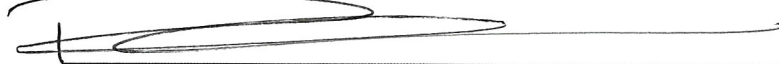
For Town:



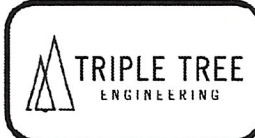
Mayor of Town of Drummond

Date: 12-17-24

Attest:



Clerk for the Town of Drummond



LAND APPLICATION AREA

TOWN OF DRUMMOND
DRUMMOND, MT

EXHIBIT A

EXHIBIT

A