

MONTGOMERY TRUCKING, INC.  
P.O BOX 6081  
GALENA, IL 61036

[Date] 5-13-2021

City of Galena  
312 ½ North Main Street  
Galena, IL 61036  
Attn: City Administrator

**Re: Garbage and Refuse Collection and Disposal Contract between the City of Galena and Montgomery Trucking, Inc. dated September 1, 2008; and Curbside Recycling Service Contract between the City of Galena and Montgomery Trucking, Inc. dated September 1, 2008 (collectively, the "Agreements").**

Montgomery Trucking, Inc. (the "Seller") is negotiating a definitive agreement with RRD Holding Company (the "Purchaser"), pursuant to which the Seller will sell substantially all of the assets of the Seller used in the operation of its business to the Purchaser, and the Purchaser will continue the operation of the business (the "Transaction"). The Purchaser is an affiliate of Waste Connections, Inc. The closing of the Transaction is subject to the satisfaction of certain closing conditions. The purpose of this letter is to notify you of the Transaction, to request your consent to the Transaction to the extent required by the Agreements, and to confirm certain other matters.

By executing this letter where indicated below, you are, for the benefit of the Seller and the Purchaser: (i) providing your consent to the Transaction in all respects to the extent required by the Agreements; (ii) acknowledging that your consent will be effective as of the closing of the Transaction (the "Effective Date"), which is anticipated to be by July 1, 2021 or at such other time as the Seller and the Purchaser mutually agree upon; and (ii) confirming that following the closing of the Transaction, the Agreements will continue in full force and effect in accordance with their terms.

Given that the Seller is attempting to close the Transaction expeditiously, your prompt attention to this letter is appreciated. *Kindly return an executed copy of this letter to Gordy Montgomery via email at [montgomerytrucking@att.net](mailto:montgomerytrucking@att.net).* If you have any questions regarding this letter, please do not hesitate to contact Gordy Montgomery at (815) 777-0672.

This letter may be executed in counterparts, each of which shall be an original but all of which together shall constitute one and the same instrument. In the event the Transaction is not completed, this letter and your consent will be null and void.

Thank you in advance for your prompt cooperation.

Sincerely,

Montgomery Trucking, Inc.

By:   
Gordon T. Montgomery, President

Acknowledged, agreed and consented to, effective  
as of the Effective Date by an authorized representative of  
the City of Galena

By: Terry Renner

Printed Name: Terry Renner

Title: Mayor

Date: 5-25-21

**GARBAGE AND REFUSE COLLECTION  
AND DISPOSAL CONTRACT**

**CONTRACT** between the **City of Galena**, a Municipal corporation and **Montgomery Trucking, Inc.**, an Illinois Corporation. This contract is entered into this 1st day of September 2018, by and between **Montgomery Trucking, Inc.**, an Illinois Corporation (**the "Contractor"**) and the **City of Galena**, a Municipal Corporation (**the "City"**).

**WITNESSETH THAT:**

**WHEREAS**, the Contractor and the City first entered into a Contract dated November 5, 1973, providing for garbage and refuse collection by the Contractor within the City, which Contract was from time to time amended and extended by the parties thereto; and

**WHEREAS**, 65 ILCS 5/11-19-1 of the Illinois Compiled Statutes, as amended, authorizes the City to enter into a Contract with any person or corporation for more than one year and not exceeding thirty years relating to the collection and final disposition of garbage, refuse and ashes; and

**WHEREAS**, 65 ILCS 5/11-19-5 of the Illinois Compiled Statutes, as amended, provides that the City may provide such method or methods as shall be approved by the corporate authorities for the disposition of garbage, refuse and ashes, and further provides that the City may provide by ordinance that such method or methods shall be the exclusive method or methods for the disposition of garbage, refuse and ashes to be allowed within the City, and that such ordinance may be enacted, notwithstanding the fact that competition maybe displaced or that such ordinance may have an anti-competition effect; and

**WHEREAS**, the Contractor has invested substantial sums of money in equipment, facilities, and personnel to be able to handle properly the collection of garbage, refuse and ashes within the City and to provide for the disposition thereof in landfill facilities provided by the Contractor;

**NOW, THEREFORE**, in consideration of the foregoing and of the mutual covenants as set forth herein, the Contractor and the City intending to be legally bound hereby agree as follows:

1. **ORDINANCE DESIGNATING CONTRACTOR.**

The City agrees to immediately adopt an ordinance pursuant to Ch. 65 ILCS 5/11-19-5 of the Illinois Compiled Statutes, as amended, granting to the contractor the exclusive right to handle the collection and disposition of garbage, refuse and ashes from residential dwelling units within the City in accordance with the terms and conditions of this contract, which contract shall be specifically referred to in such ordinance.

2. **TERM OF CONTRACT.**

1. The term of this Contract shall be for a five (5) year period, commencing September 1, 2018 and ending August 31, 2013, subject to provision of Section 18 and 19 hereof. Contractor and City may, by mutual agreement, extend the term of this Contract. 2023  
BMM
2. At the expiration of said five (5) year term, this Contract shall be considered to be automatically renewed for an additional five (5) year renewal term, unless either party shall notify the other party by Registered Mail, Return Receipt Requested, not less than sixty (60) days prior to the expiration of the then term of the Contract, notifying the other party that the party giving said notice does not desire to renew this Contract for said additional term.

3. **DEFINITIONS.**

Pursuant to 65 TLCS 5/11-19-2 of the Illinois Compiled Statutes, as amended, the words "garbage", "refuse", and "ashes" shall have the following meanings in this Contract:

1. **"Garbage"**. Wastes resulting from the handling, preparation, cooking and consumption of food; wastes from the handling, storage and sale of produce.
2. **"Refuse"**. Combustible trash, including, but not limited to, paper, cartons, boxes, barrels, wood, excelsior, tree branches, yard trimmings, wood furniture, bedding; non-combustible trash, including, but not limited to, metals, tin cans, metal furniture, dirt, small quantities of rock and pieces of concrete, glass, crockery, other mineral waste; street rubbish, including, but not limited to, street sweepings, dirt, leaves, catch-basin dirt, contents of litter receptacles, but refuse does not mean earth and wastes from building operations, nor shall it include solid

wastes resulting from industrial processes and manufacturing operations such as food processing wastes, boiler-house cinders, lumber, scraps and shavings.

3. **"Ashes"**. Residue from fires used for cooking and for heating buildings.
4. **"Excluded Items"**. The following are excluded from the definitions of "Garbage", "Refuse" and "Ashes": Oil of any kind; Paint, unless lid is removed so that paint is dry; Lead Paint; Batteries; Tires; Chemicals of any kind.

#### **4. GENERAL DUTY OF CONTRACTOR.**

The Contractor agrees with the City to handle the collection and disposition of garbage, refuse and ashes within the City in accordance with the terms and conditions of this Contract.

#### **5. INDEPENDENT CONTRACTOR.**

The Contractor shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant or employee of the City. Contractor shall have exclusive control of and the exclusive right to control the details of the services and work performed hereunder and all persons performing the same and shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors, if any. Nothing herein shall be construed as creating a partnership or joint venture between City and Contractor. No person performing any of the work or services described hereunder shall be considered an officer, agent, servant or employee of City, nor shall any such person be entitled to any benefits available or granted to employees of City. Contractor shall not enter any subcontracts for performance of its responsibilities under this Contract without the written consent of the City.

#### **6. NON-ASSIGNMENT.**

Contractor shall not assign, transfer or convey this Contract or Contractor's rights, duties or obligations hereunder or any part thereof without the previous written consent of the City and the written concurrence of Contractor's surety. In the event Contractor attempts to assign, transfer, convey or otherwise alter this Contract or Contractor's rights, duties or obligations hereunder or any part thereof without the prior written consent of City, City may, at its option, terminate this Contract immediately.

**7. RESIDENTIAL SERVICE AND SCHEDULE.**

Subject to the conditions and limitations set forth herein with respect to certain items of garbage and refuse, the Contractor agrees to provide regular weekly service for the collection of garbage, refuse and ashes to every residential dwelling within the City, pursuant to a weekly schedule approved by the City Council and made available to residential occupants by the City and the Contractor. In the event that the scheduled day for any pickup shall fall on one of the following legal holidays -- January 1st, Thanksgiving Day or Christmas Day -- all pickups, during the week of such holiday for the day of such holiday and for each succeeding day of said week, will be delayed one day. For purposes of this Contract, a dwelling for which a Bed and Breakfast License has been issued by the City and which shall five (5) or less guest rooms shall be deemed to be a residential dwelling, but shall be counted as two residential dwellings for purposes of the total number of residential dwellings as determined in accordance with Paragraph 9 hereof. Any such dwelling with more than five (5) guest rooms shall be deemed to be a commercial establishment and not subject to the terms of this Contract. Invoices for such charges shall be sent directly by the Contractor to each such customer, and the City shall have no involvement herewith.

**8. SPECIFIC CONDITIONS RELATED TO RESIDENTIAL SERVICE.**

With the exception of recyclable items, which may be disposed of as hereinafter provided, the Contractor shall collect all garbage, refuse and ashes from each residential dwelling on the scheduled weekly day in accordance with the following:

- a. *Size, Capacity, and Placement of Garbage Containers.* Garbage, refuse (with the exception of yard waste, the collection of which is hereinafter provided for), and ashes shall be placed by residents at the curb, or alley, for collection and, except for items too bulky to fit, shall be placed in regular standard residential garbage containers. Lids shall be kept on containers. Perishable, non-standard containers will not be emptied by the Contractor.
- i. Residents shall be limited to one 45-gallon capacity container per garbage pick up, not exceeding 40 pounds or one 40-pound garbage bag per pick up. Residents may purchase a tag for \$1.25 for occasional excess refuse. Each tag purchased shall permit an additional container not exceeding 45 gallons or an additional 40 pound bag per pickup. Not more than two tags may be used per pick up date. As an alternative to purchasing a tag, a resident may pay \$5.00 per month for weekly pickup of one additional garbage

container not exceeding 45 gallons or 40 pounds. The resident will receive a sticker to be affixed to the extra container.

- b. *Yard Waste.* Certain refuse is deemed to be yard waste, and shall be placed in garbage containers or biodegradable bags with a yard waste tags attached thereto. Trees, including Christmas trees, and branches and other large yard waste items that are too large to be placed in a container or a bag, shall be bundled and a yard waste tag shall be affixed thereto. Yard waste shall include grass clippings, weeds, shrubs and trees or parts thereof. The Contractor agrees to maintain a supply of such yard waste tags and make them available to the public at a price of \$2.00 each (or at such other price as may, from time-to-time, be approved by the City Council) through Tammy's Piggly Wiggly Grocery Store, Gasser Hardware and City Hall or at such other locations as may be agreed to by the City and the Contractor. Yard waste that is mixed with other garbage and is not placed in such separate containers or bags will not be collected by the Contractor.
- c. *Special Pickups.* Items such as bed springs, mattresses, overstuffed furniture and appliances shall be picked up by the Contractor at curbside and the residential customer shall make special pickup arrangements with the Contractor therefor. The Contractor shall be entitled to charge the residential customer a separate charge therefore. The Contractor shall not have the exclusive right to provide such services.
- d. *Missed Pickups.* In the case of a missed pickup called in by a resident, Contractor shall collect the materials from each such resident.
- e. *Number of Collection Units.* Contractor shall provide an adequate number of collection vehicles as described in Paragraph f of this Section, and such additional transportation vehicles as are necessary to perform its responsibilities under this Contract.
- f. *Type of Collection Units.* Contractor shall use collection units to perform its responsibilities and such additional vehicles required to access areas in the City inaccessible to the collection units. Collection units and other vehicle types shall be subject to the approval of the City.
- g. *Maintenance, Cleanliness and Identification of Collection Units.* The collection units must be licensed in the State of Illinois and shall operate in compliance with all applicable State, Federal and Municipal regulations. All vehicles must be manufactured and maintained to

conform to ANSI standards. All vehicles shall be kept in proper repair and sanitary condition. Each vehicle shall bear the name and telephone number of the Contractor.

- h. *Safety Requirements.* Contractor shall comply with ANSI, OSHA, Industrial Commission and other Federal, State, IEPA and local laws and regulations applicable to the operation of collection vehicles. No vehicle shall be overloaded.
- i. *Employer Training.* Contractor shall use only properly trained employees. Contractor shall further certify that each employee assigned to drive a vehicle possesses a valid State CDL license and other licenses required by law or regulation.
- j. *Employee Appearance.* Contractor shall require employees to be courteous at all times, work quietly and not trespass or loiter. Clothing shall be neat and clean as practicable. Shirts shall be required at all times.
- k. *Number of Employees.* An adequate number of personnel shall be provided by the Contractor to perform its responsibilities under this Contract.
- l. *Standard of Performance.* All of Contractor's responsibilities under this Contract shall be performed to the satisfaction of the City.

**9. RECYCLING EFFORTS.**

- a. The City and the Contractor agree that it is in the best interest of the City, the Contractor and the general public for certain items of garbage and refuse to be recycled and to be disposed of so that recycling can occur.
- b. The City and the Contractor further acknowledge that any recycling program may impact on the quantity of garbage and refuse collected by the Contractor from residential units and disposed of by the Contractor. In the event that any recycling program is shown to reduce significantly the quantity of garbage and refuse collected and disposed of by the Contractor, and significantly reduce the operating costs of the Contractor, the City and the Contractor agree that this Contract may be renegotiated to adjust the fee paid to the Contractor to reflect fairly the cost savings to the Contractor resulting from the reduced quantity of garbage and refuse collected and disposed.



- c. Contractor shall file with the City written reports of Contractor's performance under this Contract as more particularly set forth in Exhibit "A", entitled "Reports and Records", attached and incorporated by this reference.

**10. CHARGES FOR RESIDENTIAL SERVICE.**

- a. With respect to residential service provided by the Contractor, the City agrees to pay to the Contractor the sum of \$8.19 per month for each residential dwelling unit to which the Contractor renders service pursuant to Paragraph 7 hereof. City and Contractor agree that as of the date hereof, there are 1,742 residential dwelling units receiving such service, and the monthly compensation paid shall be based on that number through the contract year ending September 1, 2019. Subsequent thereto, the number of residential dwelling units receiving such service shall be determined semi-annually on March 1st and September 1st of each year. The bill for each six-month interval shall be based on the number as so determined at the previous determination date. No further adjustments shall be made in such number for any such semi-annual contract year. The number of residential units shall be determined by the City and the Contractor, and shall be based upon the number of residential water meters and service or upon any other basis mutually agreed upon by the parties.
- b. One invoice per month will be submitted by the Contractor to the City not later than the 15th of the month following the month for which said invoice is rendered, and said invoice shall be paid by the City to the Contractor no later than the last day of the month during which said invoice shall be submitted.

**11. ADJUSTMENT TO CHARGES FOR RESIDENTIAL SERVICE.**

In addition to the adjustment to the charges for residential units served in accordance with Paragraph 10 hereof, at any time after September 1, 2019 the Contractor may request an adjustment to the \$8.19 per residential unit charge in accordance with one or both of the following criteria:

- a. The per residential unit charge may be increased for each contract year commencing with the contract year starting September 1, 2019. The increase, if any, shall be equal to the percentage increase of the Cost of Living Index as published by the U. S. Department of Labor, Bureaus of Labor

Statistics as of July 31 of the current year from said Index from July 31 of the previous year. Said increase shall be effective as of the first of September of the calendar year immediately following the calculation. As an example, the increase to be effective on September 1, 2019 shall be determined by a comparison between the Index as of July 31, 2018 and the Index as of July 31, 2019;

- b. In addition to the potential increase provided for in subparagraph (a) hereof, the Contractor may be entitled to request an increase in the per residential unit charge, if the charge in the nature of a dumping fee that the Contractor pays to the upper Rock Island County Landfill or to any other disposal facility for each cubic yard of materials dumped in the landfill or other disposal facility increases beyond the present aggregate charge as of the effective date of this agreement.
- c. In the event that said dumping charge is increased, then Contractor may be entitled to request that eighty percent (80%) of said increase in dumping fees related to garbage and refuse picked up from residential dwellings in the City be added to the monthly invoice submitted to the City, and the City would then consider payment to the Contractor on a monthly basis, eighty percent (80%) of the increased charge incurred by the Contractor of dumping fees paid to the landfill or other disposal facility shall be evidence of the amount so paid by the Contractor.
- d. In the event that the Contractor makes a request for an adjustment in accordance with the foregoing, the City shall have sixty (60) days from the date of its receipt of said request to consider and act on said request. In the event that the City approves the adjustment based on said request, then the adjustment shall become effective upon said approval by the City. In the event that the City does not approve said request, it shall notify the Contractor of its failure of the City to agree to an adjustment or to terminate the Contract. In the event that the Contractor elects to terminate the Contract, it shall give the City written notice of its election to so terminate the Contract, which notice shall specify the effective date on which the Contract shall be terminated, which date shall be no sooner than ninety (90) days from the date that said written notice is given. In no event shall the effective date of said termination occur prior to September 1, 2019. In the event that the Contract is terminated, neither the City nor the Contractor shall have any further obligations under the Contract after the effective date of the termination.

**12. COMMERCIAL INDUSTRIAL AND INSTITUTIONAL SERVICE.**

The Contractor agrees with the City to provide collection and disposal of garbage, refuse and ashes for all commercial, industrial or institutional establishments within the City, unless such establishment makes said collection and disposition with its own employees or personnel or with another contractor. The Contractor shall not have the exclusive right to provide such services.

**13. COLLECTION AND DISPOSAL OF OTHER REFUSE.**

The Contractor agrees to provide a collection and disposal service to residential, industrial or commercial locations within the City for all other types of refuse material without limitation, including earth, rocks, concrete, rubble and refuse from the remodeling, construction and demolition of buildings, excavations and other materials, except for poisonous and toxic materials and large quantities of liquid requiring tank truck disposal equipment. On request, the Contractor shall furnish estimates for the cost of removal of any such refuse materials. The service shall be provided in accordance with charges established by the Contractor. The Contractor shall not have the exclusive right to provide such services. Invoices for such charges shall be sent directly to the Contractor to each customer and the City shall have no involvement therewith.

**14. FREE SERVICE TO CITY FACILITIES.**

- a. During the term of this Contract, the Contractor agrees to furnish free collection and disposal service for garbage, refuse and ashes to all park facilities which are either owned or leased by the City. These collections will be made three times weekly on Monday, Wednesday and Friday. This service will continue from April 1 through November 30 of each year.
- b. The Contractor agrees to furnish free collection and disposal service to all buildings owned or leased to not-for-profit entities by the City. These collections shall be made two times weekly on Tuesday and Friday, and shall be made throughout the entire year. The Contractor agrees to furnish free collection and disposal service on each day, including Sunday, from April 15 through October 31 and daily from Monday through Saturday from November 1 through April 14 for garbage cans which are placed by the City throughout the area defined by the 1985 Tax Increment Finance (TIF) District.

**15. INSURANCE.**

The Contractor shall indemnify and hold the City harmless from any claims or losses that the City may incur relating to acts or omissions of the Contractor in carrying out its obligations under the terms of this Contract. The Contractor shall carry a comprehensive liability insurance policy insuring itself against liability related to the operations of the Contractor to be conducted pursuant to the terms of this Contract, with limits of not less than \$1,000,000 for each person and \$1,000,000 for property damage for each occurrence and an aggregate coverage of not less than \$1,000,000 with respect to each occurrence. This policy shall name the City as an additional insured and certificates of said insurance shall be submitted to the City. These certificates shall contain a provision that said coverage shall not be canceled or terminated unless fifteen (15) days prior notice has been given to the City by Certified Mail, Return Receipt Requested.

**16. INDEMNIFICATION AND HOLD HARMLESS.**

Contractor agrees to indemnify, hold harmless and defend City, its officers, employees, agents and servants, from and against any and all liability, claims, demands, actions or suits of whatsoever character or kind, arising or resulting from, or in any way connected with, Contractor's performance of this Contract, the operations of Contractor, its agents, employees or subcontractors, or the failure of Contractor to comply with the provisions and requirements of all applicable permits, licenses, laws or regulations.

**17. HANDLING OF COMPLAINTS.**

Any complaint made to the Contractor shall be given prompt and courteous attention, and in case of alleged missed schedule collections, the Contractor shall investigate, and if such allegations verified, the Contractor shall arrange for the pickup of all materials not collected within twenty-four (24) hours after the complaint is received.

**18. TERMINATION.**

- a. In the event Contractor defaults in the performance of any of the agreements or covenants to be kept, done or performed under the terms of this Contract, City shall notify Contractor in writing of the nature of such default. Within fifteen (15) days following such notice, Contractor shall:

- i. Correct the fault; or in the case of a default not capable of being corrected within fifteen (15) days, Contractor shall commence correcting the default with due diligence on terms and conditions solely acceptable to the City.
- b. If the Contractor fails to correct the default as provided above, City, without further notice, shall have all of the following rights and remedies which the City may exercise singly or in combination;
  - i. The right to declare that this Contract together with all rights granted Contractor hereunder are terminated, effective upon such date as the City shall designate.
  - ii. The right to enter into an agreement with others to perform the services otherwise to be performed by Contractor hereunder or to perform such services itself.

**19. INSOLVENCY OF CONTRACTOR/TERMINATION OF CONTRACT.**

Either the appointment of a receiver to take possession of all or substantially all of the assets of Contractor, or a general assignment by Contractor for the benefit of creditors, or any action taken by or suffered by Contractor under any insolvency or bankruptcy act shall constitute a breach of this Contract by Contractor and shall, at the option of the City, terminate this Contract.

**20. LAW TO GOVERN.**

This Contract is entered into and is to be performed in the State of Illinois. City and Contractor agree that the law of the State of Illinois shall govern the rights, obligations, duties and liabilities of the parties to this Contract and shall govern the interpretation of this Contract.

**21. CONTRACTOR'S REPRESENTATIONS.**

Contractor represents that:

- a. Contractor is duly organized and existing in good standing under the laws of Illinois.
- b. Contractor has the power, authority and possesses all permits necessary and has the legal capacity to enter into and perform its obligations set forth in this

Contract, and the execution, delivery and performance hereof has been duly authorized.

- c. This Contract has been duly entered into and delivered and, as of the date hereof, constitutes a legal, valid and binding obligation of Contractor, enforceable in accordance with its terms.

**22. MANNER OF CONDUCTING BUSINESS.**

The Contractor shall undertake to perform all services required of it hereunder in a neat, orderly and efficient manner, and shall use care and diligence in the performance of this Contract. The Contractor shall use its best efforts to prohibit any drinking of alcoholic beverages by any employee of the Contractor while on duty or in the course of performing its obligations under this Contract.

**23. FAILURE OF PERFORMANCE BY THE CONTRACTOR.**

In the event of any failure, or allege failure, on the part of the Contractor to perform its obligations required under the terms of this Contract, and in the event that said failure to perform shall continue for a period of more than forty-eights (48) hours after written notice is given to the Contractor by the City, specifying the particular obligations that the Contractor has failed to perform and provided that such failure of performance shall not be due to strikes, catastrophe or act of God or other cause beyond the Contractor's control, then the City may, at its option, make such arrangements for said acts to be performed as the City may see fit, and may deduct any and all reasonable costs incurred by the City in connection therewith from the amount hereinabove specified as payment to the Contractor for such services. In the event that the Contractor and the City disagree as to whether or not the Contractor has failed to perform any of its obligations hereunder, then the parties shall immediately proceed to refer said issue to non-binding arbitration, one arbitrator to be appointed by the City, one arbitrator to be appointed by the Contractor and a third arbitrator to be selected by the two arbitrators so designated.

**24. PERFORMANCE BOND.**

The Contractor shall furnish a performance bond or other surety (hereinafter "bond") for the faithful performance of this Contract, said bond to be executed by a responsible surety company acceptable to the City, and to be in the penal sum equal to 1/6 the estimated amount of the Contract for the first year of this Contract, and for each year thereafter to be in the penal sum 1/6 of the total compensation paid by the City to the contractor for the last preceding year of this Contract. Said performance bond shall

he furnished annually by the Contractor for each year of the Contract, and shall indemnify the City against loss resulting from any failure of performance by the Contractor.

**25. MAINTENANCE OF PERMITS.**

Except as otherwise set forth herein, Contractor shall, at Contractor's sole expense, take all actions necessary to apply for, and shall take no actions which would adversely affect the retention of, all Permits in good standing.

**26. COMPLIANCE WTTA LAWS, ORDINANCES AND REGULATIONS.**

- a. Contractor agrees that, in the performance of work and services under this Contract, Contractor will qualify under and comply with any and all Federal, State and local laws and regulations now in effect, or hereinafter enacted during the term of this Contract, which are applicable to Contractor, its employees, agents or subcontractors, if any, with respect to the work and services described herein.
- b. Contractor shall, at all times comply with said applicable laws for the transportation of waste and shall provide to the City (1) within five days after the receipt thereof, true, correct, and complete copies of any written notice of noncompliance or true and accurate transcripts of any oral notice of noncompliance issued or given by any Governmental body; and (2) prompt written notice describing the occurrence of any event or the existence of any circumstances which does or may result in noncompliance or nonadherence, or of any action or proceeding of any nature alleging the same.

**27. NOTICES.**

All notices required or contemplated by this Contract shall be personally served or mailed, postage prepaid and return receipt requested, addressed to the parties as follows:

CITY: City Administrator,  
101 Green Street, Galena, Illinois 61036

CONTRACTOR: Montgomery Trucking, Inc.,  
929 Fulton Street, P.O. Box 6081, Galena, Illinois 61036

or such other address as the parties may designate in writing.

28. WAIVER.

A waiver of any breach of any provision of this Contract shall not constitute or operate as a waiver of any other breach of such provision or of any other provisions, nor shall any failure to enforce any provision hereof operate as a waiver of such provision or of any other provision.

29. AMENDMENT.

This Contract may be modified or amended only by a written agreement duly executed by the parties hereto or their representatives.

30. ENTIRETY.


This Contract, contains the entire agreement between the parties as to the matters contained herein. Any oral representations or modifications concerning this Contract shall be of no force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed as of the date hereof.

MONTGOMERY TRUCKING, INC.

BY:   
President

ATTEST:

  
Vice President

CITY OF GALENA, ILLINOIS,  
A Municipal Corporation,

BY:   
Terry Renner, Mayor

ATTEST:

  
Mary Beth Hyde, City Clerk



## **EXHIBIT "A"**

### **REPORTS AND RECORDS**

**Reports.** Contractor shall submit to City the following reports on forms agreed to by the parties during the remaining term of this Contract and any subsequent extensions.

**Monthly Reports.** On or before the last day of each month of each year during the term of this Contract, Contractor shall submit a monthly report to the City, which includes at least the following:

1. Summaries of tonnages of recyclable materials recovered for the month prior. The City acknowledges that tonnages may be well-reasoned estimates since the Contractor does not collect recyclables exclusively in Galena;
2. Summaries of tonnages of non-recyclable materials collected within the City limits and deposited in landfills pursuant to the Garbage and Refuse Collection and Disposal Contract. The method of calculating tonnages collected within the City shall be subject to the agreement of the parties and may include estimating if the collection route includes properties and refuse outside of the City;

**Contractor's Records.** Contractor shall maintain its books and records related to summaries of garbage collected and costs and expenses of land filling in accordance with the following minimum requirements:

1. Any records or documents required to be maintained pursuant to this Contract shall be made available for inspection or audit upon written request by the City. The records shall be available at the City's address.