

**FIRST AMENDMENT TO  
SOLID WASTE COLLECTION AGREEMENT**

This FIRST AMENDMENT to the Solid Waste Collection Agreement, Contract No. 20-01-\_\_\_\_\_, (the "First Amendment") is made and entered into as of November 1<sup>st</sup>, 2025 (the "First Amendment Effective Date"), by and between the City of Crete, Nebraska (the "City") and Waste Connections of Nebraska, Inc. ("Waste Connections"). The City and Waste Connections are collectively referred to herein as the "Parties" and each individually as a "Party." Capitalized terms not otherwise defined herein shall have the respective meanings ascribed to them in the Agreement (as defined below).

**RECITALS**

WHEREAS, the City and Waste Connections are parties to the Solid Waste Collection Agreement, Contract No. 20-01-\_\_\_\_\_, dated April 21, 2020 (the "Agreement"); and

WHEREAS, the Parties now desire to amend the Agreement to extend the term of the Agreement and otherwise modify the Agreement as set forth herein.

**AGREEMENT**

NOW, THEREFORE, in consideration of the premises and the mutual promises, covenants, and agreements set forth herein, the receipt and sufficiency of which the Parties acknowledge, the Parties hereby agree as follows:

1. Term of Agreement. As of the First Amendment Effective Date, Section 1.02 of the Agreement is hereby deleted in its entirety and replaced with the following:

"The term of this Agreement shall begin on November 1, 2025 and end on October 31, 2029 (the "Initial Term"). At the expiration of the Initial Term of this Agreement, the parties hereto may mutually agree to extend the Agreement for successive periods of (4) years."

2. Every Other Week Recycling. As of the First Amendment Effective Date, the frequency of recycling collection services for single-family residential units shall be reduced to every other week.

3. Billing. As of the First Amendment Effective Date, Section 1.04 of the Agreement is hereby amended by deleting the last sentence of that section and replacing it with the following:

"The City is solely responsible for invoicing and collecting payments from residential customers. Waste Connections is solely responsible for invoicing and collecting payments from all commercial customers."

4. Residential Rates. As of the First Amendment Effective Date, Section 3.01 of the Agreement is hereby deleted in its entirety and replaced with the following; and Section 3.02 are hereby deleted in their entirety and replaced with "Exhibit A" attached hereto.

"For the collection of solid waste and recyclable materials placed in approved containers, with occasional overages, from residential households, the residential rates set forth in Exhibit "A" attached hereto shall apply."

5. Commercial Rates. As of the First Amendment Effective Date, Section 3.02 of the Agreement is hereby deleted in its entirety and replaced with the following:

"For the collection of solid waste and recyclable materials placed in approved carts/toters or dumpsters, with occasional overages, from commercial customers, the commercial rates set forth in Exhibit "A" attached hereto shall apply. "

6. CPI Rate Increase. On November 1, 2027, the rates set forth in Exhibit "A" attached hereto shall automatically increase by an amount equal to the increase, if any, in the CPI-U during the Prior Rolling Twelve Month Period. The "Prior Rolling Twelve Month Period" shall be the most recent twelve (12) month period for which the CPI-U is available on the date of the rate increase. For purposes of this Agreement, the term "CPI-U" shall mean the Consumer Price Index published by the U.S. Department of Labor, Bureau of Labor Statistics, for All-Urban Consumers: United States, All Items (1982-84 = 100).

~~2. Termination for Non-Performance: Liquidated Damages.~~ As of the First Amendment Effective Date, Section 4.02 is hereby deleted in its entirety and replaced with the following:

~~"If Waste Connections is in breach pursuant to Section 4.04, the Town shall have the option of imposing a penalty of \$500.00; provided, however, that the Town has first provided Waste Connections with written notice of the breach and Waste Connections failed to cure it within fifteen (15) days."~~

~~3. Default and Material Breach.~~ As of the First Amendment Effective Date, Section 4.03 is hereby amended by deleting the first sentence of that section and replacing it with the following:

~~"If the defaulting party has not provided reasonable assurances of continued performance, in the case of bankruptcy or insolvency, or cured a breach in accordance with Section 4.04, the following shall constitute events of default:"~~

4.7. Reaffirmation and Entire Agreement. The Parties hereby reaffirm their agreement with all the terms and provisions of the Agreement as amended by this First Amendment. The Agreement and this First Amendment represents the entire agreement among the Parties with respect to the matters that are the subject hereof. All the terms and provisions of the Agreement not amended hereby, either expressly or by necessary implication, shall remain in full force and effect.

6. Conflicting Provisions and Severability. In the event of any conflict between the terms of the Agreement and this First Amendment, the terms of this First Amendment shall prevail. The provisions of this First Amendment shall be deemed severable. If any provision of this First Amendment is invalid or unenforceable, such provision shall be of no force or unenforceability and the First Amendment shall otherwise continue in full force and effect.

7. Authorization. Each Party executing this First Amendment represents and warrants that (a) it has carefully read and it understands the contents of this First Amendment, (b) it is duly authorized to cause this First Amendment to be executed and delivered and each person executing this First Amendment in a representative capacity is empowered to do so, and (c) it executes this First Amendment freely.

**Commented [A1]:** I think we should reject the proposed change to Section 4.02 for the following reasons:

Under Section 4.02, the City has the right to immediately terminate the Agreement if Waste Connections fails, neglects, or refuses to perform the services required of it for a period of 7 days.

Further, Under Section 4.02, Waste Connections must pay to the City as liquidated damages \$500 per day until the City enters into an agreement with a new solid waste collection service.

The proposed change removes both of those provisions. Instead, it provides for a \$500 penalty if Waste Connections fails to cure a breach after 15 days. \$500 isn't much of a penalty...

Under Section 4.04 (Suspension or Termination for Material Breach), in the event of a breach, the non-breaching party may terminate the Agreement after providing the other party with written notice and at least 30 days to cure the breach.

This proposed changes provides for a 15-day cure period... which is inconsistent with Section 4.04.

I would probably be ok with treating all breaches and terminations the same under Section 4.04, which would require written notice and a cure period, but I would want to shorten the cure period to 15 days. I would want to keep the liquidated damages provision.

**Commented [A2]:** This does not work. The definition of a breach cannot be failing to cure a breach... A failure to perform constitutes a breach. If that breach occurs, then the parties follow the procedures in Section 4.04. Under Section 4.04, in the event of a breach, the non-breaching party may (i) suspend the contract pending corrective action by the other party, or (ii) terminate the contract after providing written notice of the breach and 30 days to cure said breach.

8. Counterparts. This First Amendment may be executed in one or more facsimile or original counterparts, each of which shall be deemed an original and both of which together shall constitute one and the same instrument.

[Signatures on Next Page]

PASSED AND APPROVED BY THE CITY OF CRETE COUNCIL MEETING AT A TIME, AND PLACE IN COMPLETE CONFORMITY WITH THE OPEN MEETING LAWS OF STATE OF NEBRASKA AND ALL OTHER APPLICABLE LAWS AS OF THE FIRST AMENDMENT EFFECTIVE DATE.

CITY:

WASTE CONNECTIONS:

CITY OF CRETE, NEBRASKA

WASTE CONNECTIONS OF NEBRASKA, INC.

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Exhibit A  
Rates and Service Levels**

**Residential Pricing with Every Other Week Recycling**

**Residential Rate Schedule 2025-2029**

| Pickup Frequency<br>(Per week) | 1 Cart/Toter | 2 Carts/Toters |
|--------------------------------|--------------|----------------|
| Year 1                         | \$20.00      | \$26.00        |
| Year 2                         | No Increase  | No Increase    |
| Year 3                         | CPI Increase | CPI Increase   |
| Year 4                         | No Increase  | No Increase    |

**Yard Waste Services**

Yard waste shall be collected one day each week from April 1 through November 30 of each year at an additional rate of \$12.00/month. Residential customers must elect to receive yard waste service

**Bulk Pick up Services**

This option would be available for every resident at \$0.50 per home per month

**Commercial Pricing for Solid Waste and Recycling Services**

**Crete Commercial 2025-2029 Rate Schedule- Dumpsters**

| Pickup Frequency<br>(Per week) | 2 Yards  | 3 Yards  | 4 Yards  | 6 Yards  | 8 Yards    |
|--------------------------------|----------|----------|----------|----------|------------|
| 1 Time                         | \$63.15  | \$82.56  | \$110.27 | \$165.27 | \$220.56   |
| 2 Times                        | \$95.79  | \$123.27 | \$220.34 | \$330.84 | \$441.13   |
| 3 Times                        | \$127.29 | \$165.29 | \$330.84 | \$496.26 | \$661.35   |
| 4 Times                        | \$178.82 | \$207.27 | \$441.19 | \$661.68 | \$882.22   |
| 5 Times                        | \$228.89 | \$249.26 | \$551.41 | \$827.11 | \$1,102.82 |
| 6 Times                        | \$274.68 | \$247.56 | \$661.69 | \$992.54 | \$1,323.39 |

**Commercial 2025-2029 Rate Schedule Carts/Toters**

| Pickup Frequency<br>(Per week) | 1<br>Cart/Toter | 2<br>Carts/Toters |
|--------------------------------|-----------------|-------------------|
| 1 Time                         | \$22.56         | \$36.42           |
| 2 Times                        | \$37.78         | \$51.01           |
| 3 Times                        | \$51.75         | \$65.28           |
| 4 Times                        | \$67.60         | \$80.26           |

|         |         |          |
|---------|---------|----------|
| 5 Times | \$82.29 | \$95.82  |
| 6 Times | \$96.48 | \$110.04 |

**Price Increases will be CPI Based on the same schedule as the Residential Services**