

**EXCLUSIVE FRANCHISE AGREEMENT  
FOR THE COLLECTION, HAULING, AND DISPOSAL OF  
MUNICIPAL SOLID WASTE  
IN THE CITY OF CRETE, NEBRASKA**

**October 1st, 2025**

**EXCLUSIVE FRANCHISE AGREEMENT  
FOR THE COLLECTION, HAULING, AND DISPOSAL OF  
MUNICIPAL SOLID WASTE  
IN THE CITY OF CRETE, NEBRASKA**

THIS EXCLUSIVE FRANCHISE AGREEMENT (this “Agreement”) is made and entered into as of October 1st, 2025, by and between **Waste Connections of Nebraska, Inc.** (the “Contractor”), and **the City of Crete, Nebraska** (the “City”).

WHEREAS, the City, subject to the terms and conditions set forth herein and the ordinances and regulations of the City, desires to grant to the Contractor the exclusive franchise, license and privilege to collect, haul and dispose of Municipal Solid Waste (as defined herein) within the City’s corporate limits.

NOW, THEREFORE, in consideration of the premises and the mutual promises, covenants and agreements set forth herein, the Contractor and the City hereby agree as follows:

**SECTION 1. DEFINED TERMS.**

The following terms, as used herein, will be defined as follows:

**Bulky Items** – Any item measuring in excess of either forty-eight (48) inches in length or fifty (50) pounds in weight including, but not limited to, White Goods, chairs, couches, and other similar household items.

**Business Day** – Any day that is not a Sunday or other day on which banks are required or authorized by law to be closed in the City.

**Commercial Unit** – Any non-manufacturing commercial facility that generates and accumulates Municipal Solid Waste or Construction and Demolition Waste during, or as a result of, its business, including, but not limited to, restaurants, stores, warehouses, factories, malls, schools, hospitals, health care facilities, and sports facilities or complexes.

**Construction and Demolition Waste** – Solid Waste resulting from construction or demolition activities or that is directly or indirectly the by-product of such activities, including, but not limited to, cartons, concrete, excelsior, gypsum board, metal, paper, plastic, rubber and wood products. Construction and Demolition Waste does not include Excluded Waste or Municipal Solid Waste.

**Container** – Any receptacle, including, but not limited to, dumpsters, Roll-Offs and Roll-Outs, whether utilized by a Residential, Commercial, Industrial, Municipal or other application for collecting Municipal Solid Waste.

**Customer** – Any person, entity, organization or the like receiving Services or required to receive Services pursuant to this Agreement.

**Excluded Waste** – Any Hazardous Waste and any material which contains, or which Contractor reasonably believes contains, any radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infectious, biohazardous, or toxic material as defined by applicable federal, state or local laws or regulations.

**Hazardous Waste** – Waste identified or listed as a hazardous waste by the administrator of the United States Environmental Protection Agency (EPA) under the federal Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976, as amended, or so classified by any applicable federal or state statute, rule, order or regulation.

**Holidays** – The following days:

- (1) New Year's Day (January 1<sup>st</sup>)
- (2) Thanksgiving Day
- (3) Christmas Day (December 25<sup>th</sup>).

**Industrial Unit** – Any manufacturing or agricultural facility that generates and accumulates Municipal Solid Waste or Construction and Demolition Waste during, or as a result of, its operations.

**Landfill** – the landfill owned and operated by G & P Development, Inc. that is located approximately one and one-half (1.5) miles south of Milford, Nebraska, or any other facility or area of land lawfully receiving Municipal Solid Waste for disposal.

**Municipal Facilities** – Only those specific municipal locations as set forth in this Agreement.

**Multi-Family Residential Unit** – Any residential dwelling that is designed for, and inhabited by, three (3) or more family units and that generates and accumulates Municipal Solid Waste and has one billing account for all Services provided to such unit.

**Municipal Solid Waste** – Solid Waste resulting from or incidental to municipal, community, commercial, institutional or recreational activities, or manufacturing, mining, or agricultural operations. Municipal Solid Waste does not include Construction and Demolition Waste or Excluded Waste.

**Overages** – any Solid Waste that does not fit within the Container(s) provided by Contractor. “Overages” does not include Bulky Items nor any items larger than three (3) cubic yards or heavier than thirty-five (35) pounds.

**Recyclable Materials** – Any non-contaminated materials, which may include but may not be limited to paper, cardboard, plastics numbered 1 through 7, tin, and any other materials that may be added by mutual agreement of the parties from time to time. Recyclable Materials does not include Glass, Municipal Solid Waste, Construction and Demolition Waste, or Excluded Waste.

**Residential Unit** – Any residential dwelling that is either a Single-Family Residential Unit or a Multi-Family Residential Unit.

**Roll-Off** – A metal receptable with at least thirty (20) cubic yards of capacity.

**Roll-Out** – A plastic receptable with a tight-fitting lid, wheels, and a handle with sixty-five (65), or ninety-five (96) gallons of capacity.

**Single-Family Residential** – Any residential dwelling that is designed for, and inhabited by, a single person or family unit and that generates and accumulates Municipal Solid Waste.

**Solid Waste** – As defined by the EPA under 40 C.F.R. § 261.2(a)(1) or by applicable state laws, including, without limitation, any such waste that is mixed with or that constitutes Recyclable Materials, and Yard Waste.

**Transfer Station** – the facility owned by the City located at 478 County Road 2300 (1/2 Mile North of Highway 33 on Boswell Ave).

**White Goods** – Any item not measuring in excess of either three (3) cubic feet in size or fifty (50) pounds in weight and that is manufactured primarily from metal, including, but not limited to, a bathtub, heater, hot water heater, refrigerator, sink or washer and dryer.

## **SECTION 2. EXCLUSIVE FRANCHISE GRANT.**

The City hereby grants to the Contractor, in accordance with the City’s ordinances and regulations governing the collection, hauling, and disposal of Municipal Solid Waste (which includes Recyclable Materials) the exclusive franchise, license and privilege to collect, haul and dispose of Municipal Solid Waste over, upon, along, and across the City’s present and future streets, alleys, bridges and public properties. In order to maintain the exclusive franchise in favor of the Contractor contained herein, the City may take any appropriate action against any company, Customer or third party infringing upon the exclusive rights of the Contractor. In addition (and regardless of the City’s actions), the Contractor may independently enforce the exclusivity provisions of this Agreement against third-party violators, including, but not limited to, seeking injunctive relief, and the City shall reasonably cooperate in such enforcement actions brought by the Contractor. This Agreement shall not be construed to prevent any person, firm, or corporation from self-hauling accumulation of Construction and Demolition Waste if the creation thereof resulted from such person’s, firm’s, or corporation's regular business activities. Each Industrial Unit shall have the limited right to self-haul its own Municipal Solid Waste, Recyclable Materials, but shall not have the right to hire a third-party refuse hauler other than Contractor.

## **SECTION 3. OPERATIONS.**

A. **Scope of Operations.** The Contractor will collect, haul, and dispose of all Municipal Solid Waste and Recyclable Materials, (as provided herein) (i) generated and accumulated by Commercial, Industrial, and Residential Units, and Municipal Facilities (ii) placed within or adjacent to Containers by those Commercial, Industrial, and Residential Units receiving the services of the Contractor (or otherwise generated and accumulated by those Commercial, Industrial, and Residential Units), all within the City’s corporate limits, including any territories annexed by the City during the term of this Agreement (the “Services”).

B. **Nature of Operations.** The City hereby grants to the Contractor, in accordance with the City’s ordinances and regulations governing the collection, hauling and disposal of Municipal

Solid Waste (which includes Recyclable Materials) the title to all Municipal Solid Waste collected, hauled, and disposed of by the Contractor over, upon, along and across the City's present and future streets, alleys, bridges and public properties.

C. Title to Waste. Title to and liability for Municipal Solid Waste (which includes Recyclable Materials) shall pass to the Contractor upon loading of such materials into the Contractor's trucks. The City and all Customers shall not deposit in the Contractor's equipment or place for collection by the Contractor any Excluded Waste. Notwithstanding any other term contained herein, the Contractor shall have no obligation to collect any material which is, or which the Contractor reasonably believes to be, Excluded Waste. Title to and liability for any Excluded Waste shall remain with the City or the Customer, as applicable, even if the Contractor inadvertently collects and disposes of such Excluded Waste. If the Contractor finds what reasonably appears to be discarded Excluded Waste, Contractor shall notify the Customer and the City.

D. Recyclable Materials. The owners and occupants of any Commercial, Industrial and Residential Units, and the City, as applicable, agree to comply with any description of or procedures with respect to removal of contaminants or preparation of Recyclable Materials as reasonably provided by Contractor. If any Commercial, Industrial, and Residential Unit, or the City, as applicable, fails to do so, Contractor may decline to collect such materials without being in breach of this Agreement. Contractor shall not be responsible for and has not made any representation regarding the ultimate recycling of such Recyclable Materials by any third party facilities.

E. Collection Schedule. Contractor shall establish a regular collection schedule for the Services provided hereunder. Except for Holidays, extreme weather, and Force Majeure events, Contractor shall submit to the City any proposed changes in the collection schedule for review. Upon the City's agreement to the schedule change, Contractor shall publish such schedule change in written media reasonably likely to inform all Customers of the schedule change. Contractor shall so publish the schedule change at least thirty (30) days prior to the effective date of the change.

F. Transfer Station Operation. Throughout the term of this Agreement, Contractor shall provide all of the equipment and personnel necessary to operate the Transfer Station on Tuesdays and Saturdays. The Transfer Station shall be open to the public at times as agreed upon in writing by the parties. Contractor shall operate a compactor truck or provide Roll-Off Container(s) at the Transfer Station and shall accept at a fee agreed upon by the City and Contractor. Contractor shall

accept Municipal Solid Waste, Bulky Items, and Recyclable Materials from any Customer who has a residence or place of business within the corporate limits of the City. Contractor shall follow all applicable federal, state, and local laws or regulations concerning the operation of the Transfer Station. The City shall be responsible for securing and maintaining all required permits and licenses for the Transfer Station's operations.

G. Required Landfill and Recycling Center. The City is part of the Saline County Solid Waste Management Agency ("Agency") and is a party to the Solid Waste Disposal Agreement, which is incorporated herein by reference. Contractor shall be the City's designated "hauler" under the Solid Waste Disposal Agreement and, as a result, Contractor is required to use the G & P Landfill.

#### **SECTION 4. SINGLE-FAMILY RESIDENTIAL UNIT COLLECTION.**

A. Single-Family Residential Units. The Contractor will collect Municipal Solid Waste from Single-Family Residential Units on a regular schedule of once per week, and Recyclable Materials every other week; provided, that (i) such Municipal Solid Waste, and Recyclable Materials are placed in Containers provided by Contractor; and (ii) such Containers and Overages are placed at the curb or alleyway, away from all vehicles, light poles, and mailboxes no later than 6:00 a.m. on the scheduled collection day. Contractor will collect acceptable Overages the week of Christmas and again the week of New Year's Day. Contractor shall not be required to collect any Containers or Overages located near cars, mailboxes, or other obstructions that create unsafe operating conditions for Contractor.

C. Bulky Items. Each Residential Unit Customer shall receive Bulk Item collection Services. Each Residential Unit shall receive two (2) free Bulk Item pick-ups, which include White Goods, each year.

#### **SECTION 5. COMMERCIAL, INDUSTRIAL, AND MULTI-FAMILY RESIDENTIAL UNIT COLLECTIONS.**

A. Standard Services. The Contractor will collect Municipal Solid Waste Commercial, Industrial, and Multi-Family Residential Units at least once per week, and Recyclable Materials every week, as provided for in this Agreement and for the compensation set forth in Exhibit A attached hereto and incorporated by reference. The Contractor shall only be responsible for collecting, hauling, and disposing of Municipal Solid Waste, and Recyclable Materials, placed inside the Containers provided by the Contractor. However, the Contractor shall offer

Commercial, Industrial, and Multi-Family Residential Units to increase or decrease, as necessary, the frequency of collections and the sizes or numbers of Containers so that Municipal Solid Waste, and Recyclable Materials, at Commercial, Industrial, and Multi-Family Residential Units will be properly managed. The Contractor shall be compensated for these additional Services as provided for in Exhibit A attached hereto and incorporated by reference.

#### **SECTION 6. SPECIAL COLLECTIONS AND SERVICES**

A. Municipal Facilities. At no cost to the City, the Contractor will provide Services to the City's municipal buildings for the collection of Municipal Solid Waste and Recyclable Materials at least once per week.

#### **SECTION 7. TITLE TO AND RESPONSIBILITY FOR EQUIPMENT.**

Notwithstanding anything to the contrary contained herein, it is expressly understood and agreed that all equipment, including, but not limited to, Containers, provided by the Contractor in connection with the Services, shall at all times remain the property of the Contractor. However, each Customer shall have care, custody and control of the equipment while at the respective service locations. Customers shall not overload (by weight or volume), move or alter the equipment, and shall use the equipment only for its proper and intended purpose. Customers must provide unobstructed access to the equipment on the scheduled collection days. The word "equipment" as used in this Agreement shall mean all Containers or other equipment provided by the Contractor in relation to the Services. In the event a Container becomes lost, unsightly, unsanitary, broken, or unserviceable because of the acts or omissions of a Customer (excluding normal wear and tear), the Customer will be charged for the resulting repairs or replacement and such amounts must be paid to Contractor upon demand.

#### **SECTION 8. RATES AND FEES.**

The initial rates and fees to be charged by and paid to the Contractor are set forth on Exhibit A attached hereto and incorporated by reference.

#### **SECTION 9. RATE ADJUSTMENTS.**

A. CPI-U Adjustment. On each annual anniversary date of this Agreement, the rates set forth in this Agreement 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 each annual anniversary date of this Agreement. 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).

B. Disposal and Governmental Fee Cost Adjustments. At any time during the term of this Agreement, the Contractor may also increase the rates set forth in this Agreement to pass through documented increases in disposal fees, increases in the Contractor’s costs due to changes in local, state or federal rules, ordinances or regulations applicable to the Contractor’s operations or the services provided hereunder, and any increases in and newly imposed taxes, fees or other governmental charges assessed against or passed through to the Contractor (other than income or real property taxes).

C Operating Cost Adjustments. At any time during the term of this Agreement, the Contractor may also petition the City for additional rate and price adjustments at reasonable times on the basis of material or unusual changes in its costs of operations not otherwise the basis of any other rate adjustments herein. At the time of any such petition, the Contractor shall provide the City with documents and records in reasonable form and sufficient detail to reasonably establish the necessity of any requested rate adjustment. The City shall not unreasonably withhold, condition or delay its consent to any requested rate increase. In the event the City fails or refuses to consent to any such requested rate increase, the Contractor may, in its sole discretion, terminate this Agreement upon ninety (90) days’ written notice to the City.

**SECTION 10. EXCLUSIONS.**

Notwithstanding anything to the contrary contained herein, this Agreement shall not cover the collection, hauling or disposal of any Excluded Waste.

**SECTION 11. TERM OF AGREEMENT.**

The term of this Agreement shall be for a period of (4) years, commencing on October 1st, 2025 and concluding on September 30th, 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 (each, a “Renewal Term,” and together with the Initial Term, the “Term”).

**SECTION 12. ENFORCEMENT.**

The City shall take any action reasonably necessary to prevent any other solid waste collection company from conducting business in violation of the exclusive franchise granted herein. If the Contractor experiences recurring problems of damage or destruction to or theft of the Containers provided by the Contractor pursuant to this Agreement, the Contractor may, prior to replacing or repairing such Containers, require security deposits from the Commercial, Industrial, or Residential Units utilizing such Containers. To the maximum extent allowed by applicable law, the City also hereby grants to the Contractor the right of ingress and egress from and upon the property of Commercial, Industrial, and Residential Units for the purposes of rendering the Services contemplated hereby.

### **SECTION 13. PROCESSING, BILLING AND FEES.**

A. Monthly Statements. The Contractor will invoice the City monthly according to the rates and fees set forth on Exhibit A attached hereto and incorporated herein by reference. The City shall pay all invoiced amounts to the Contractor within 30 days of each invoice date. The City may retain a Franchise Fee from the monthly invoiced amounts owed to Contractor in an amount equal to \$2.00 for each Customer serviced by Contractor in the immediately preceding month. The City is solely responsible for invoicing and collecting payments from all Residential Units. The Contractor is solely responsible for invoicing and collection payments from all Commercial businesses.

B. Taxes. The City shall also be responsible for paying any and all sales, use, and service taxes assessed or payable in connection with the Services.

C. Bad Debt; Unpaid Amounts. Payments owed to the Contractor are not dependent or contingent upon the City collecting any amounts from Customers. The Contractor shall not be held responsible for the collection of "bad debt" billed by and owed to City for the Services, nor shall the Contractor be penalized for Services rendered that remain unpaid by any Commercial, Industrial, or Residential Unit. Contractor may suspend service to any Customers whose accounts are more than sixty (60) days delinquent.

D. Billing for Roll-Off Services. Notwithstanding the above, the Contractor will bill and collect all Commercial, Industrial, and Residential Units for Services performed with respect to Roll-Off Containers.

### **SECTION 14. SPILLAGE.**

It is understood and agreed that the Contractor shall not be required to clean up, collect or dispose of any loose or spilled Municipal Solid Waste, Recyclable Materials not caused by the Contractor's rendering of the Services, or be required to collect and dispose of any excess Municipal Solid Waste, or Recyclable Materials placed outside of the Containers by any Commercial, Industrial, or Residential Unit. The Contractor may report the location of such conditions to the City so that the City can issue proper notice to the owner or occupant of the Commercial, Industrial, or Residential Unit instructing the owner or occupant to properly contain such Municipal Solid Waste, or Recyclable Materials. Should such excess Municipal Solid Waste, Recyclable Materials or Yard Waste continue to be placed outside of the Containers, the City shall require such Commercial, Industrial, or Residential Units to increase the frequency of collection of such Municipal Solid Waste, Recyclable Materials or Yard Waste, or require the Commercial, Industrial, or Residential Units to utilize a Container with sufficient capacity so the excess Municipal Solid Waste, Recyclable Materials or Yard Waste will be regularly contained. The Contractor shall be compensated for these additional Services and shall be entitled to receive an extra collection charge for each additional Container requiring an extra collection.

**SECTION 15. NON-COLLECTION NOTICE AND FOLLOW-UP.**

- A. Notice from the Contractor. It is specifically understood and agreed that where the owner or occupant of a Commercial, Industrial, or Residential Unit fails to timely or properly place a Container as directed in this Agreement, or is otherwise in violation of the City's ordinances and regulations, the Contractor's reasonable rules adopted hereunder or the provisions of this Agreement relating to the nature, volume, or weight of Municipal Solid Waste, Recyclable Materials or Yard Waste to be removed, the Contractor may refrain from collecting all or a portion of such Municipal Solid Waste, Recyclable Materials or Yard Waste.
- B. Notice from a Commercial, Industrial or Residential Unit. In the event that the Contractor fails to collect Municipal Solid Waste, Recyclable Materials or Yard Waste from a Commercial, Industrial, or Residential Unit without cause, then the Contractor will use all reasonable efforts to collect such Municipal Solid Waste, Recyclable Materials, or Yard Waste as follows: If a missed collection is complained of before 1:00 p.m. on an operating day, the missed collection shall be resolved within three (3) hours of Contractor's receipt of such complaint. If a missed collection is complained of after 1:00 p.m. on an operating day, or on a non-operating day, the missed collection shall be resolved by 10:00 a.m. on the next operating day.

**SECTION 16. HOURS OF SERVICE.**

For all the Services provided hereunder, the Contractor’s hours of service shall be between 6:00 a.m. to 7:00 p.m., Monday through Saturday. The Contractor will not be required to provide service on weekends or Holidays, and may, in its sole discretion, observe Holidays during the term of this Agreement; provided, however, that the Contractor shall provide such Services on the Business Day immediately following the Holiday.

**SECTION 17. CUSTOMER SERVICE.**

Contractor shall keep and maintain throughout the term of the Contract a local telephone number or toll-free number to receive questions or complaints from Customers and to handle any other business related to its Services. Contractor shall respond to all complaints concerning Services within one (1) business day of receipt of such complaint.

**SECTION 18. COMPLIANCE WITH APPLICABLE LAWS.**

The Contractor shall comply with all applicable federal and state laws regarding the collection, hauling, and disposal of Municipal Solid Waste, Recyclable Materials, and Yard Waste.

**SECTION 19. PAVEMENT.**

The City warrants that the City’s pavement, curbing or other driving surface or any right of way reasonably necessary for the Contractor to provide the Services described herein are sufficient to bear the weight of all of the Contractor’s equipment and vehicles reasonably required to perform such Services. The Contractor will not be responsible for damage to any such pavement, curbing, driving surface or right of way, except to the extent resulting from the Contractor’s negligence or willful misconduct.

**SECTION 20. INSURANCE COVERAGES AND PERFORMANCE BOND.**

Pursuant to this Agreement, the Contractor shall carry the following types of insurance in amounts equal to or exceeding the limits specified below:

<u>Coverage</u>	<u>Limits of Liability</u>
(1) Worker’s Compensation	Statutory
(2) Employer’s Liability	\$1,000,000
(3) Bodily Injury (except automobile)	\$1,000,000 per occurrence; \$2,000,000 in the aggregate

(4) Property Damage Liability (except automobile)	\$1,000,000 per occurrence; \$2,000,000 in the aggregate
(5) Automobile Bodily Injury Liability	\$1,000,000 per person; \$2,000,000 per occurrence
(6) Automobile Property Damage Liability	\$1,000,000 per occurrence
(7) Excess or Umbrella	\$1,000,000 per occurrence

Upon the City's request, the Contractor shall furnish the City with a certificate of insurance verifying the insurance coverage required by this Section.

Further, Contractor shall provide a performance bond in the amount of five thousand dollars (\$5,000.00). The bond shall be filed with the City Clerk and be recoverable by the City in accordance with Contractor's indemnification responsibilities hereunder. The bond shall be issued on annually renewable terms and contain a clause requiring a thirty (30) day notice to the City before the bond is cancelled.

**SECTION 21. INDEMNITY.**

Each party shall protect, indemnify, and hold harmless the other party and their officers, employees, and agents from any and all liabilities, claims, or demands made by any third party for property damage, injury to or death of persons, or violation of federal or state regulations or regulatory agency requirements to the extent arising from the negligent or willful acts or omissions of the indemnifying party or its officers, employees, agents, or subcontractors. Neither party shall have the right to indemnification or contribution from the other party for any other judgments rendered against it unless required by law.

**SECTION 22. SAVINGS PROVISION.**

In the event that any term or provision of this Agreement shall be determined by a court of competent jurisdiction to be invalid or unenforceable, this Agreement shall, to the extent reasonably possible, remain in force as to the balance of its terms and provisions as if such invalid term or provision were not a part hereof.

**SECTION 23. TERMINATION.**

If during the Term of this Agreement either party shall be in breach of any provision of this Agreement, the other party may suspend its performance hereunder until such breach has been cured or terminate this Agreement; provided, however, that no termination of this Agreement shall be effective until the complaining party has given written notice of such breach to the breaching party and the breaching party has failed to cure such breach within sixty (60) days after its receipt of such notice. Upon any such failure to cure, the complaining party may terminate this Agreement by giving the breaching party written notice of such termination, which shall become effective upon receipt of such notice.

**SECTION 24. FORCE MAJEURE.**

Except for the payment of amounts owed hereunder, the performance of this Agreement may be suspended and the obligations hereunder excused in the event and during the period that such performance is prevented by a cause or causes beyond reasonable control of such party, but only until the condition preventing performance is remedied. Such conditions shall include, but not be limited to, acts of God, acts of war, accident, explosion, fire, flood, riot, sabotage, acts of terrorists, epidemic, pandemic, unusually severe weather, lack of adequate fuel, or judicial or governmental laws or regulations.

**SECTION 25. GOVERNING LAW.**

This Agreement shall be governed in all respects, including as to validity, interpretation and effect, by the internal laws of the State where the Services are performed, without giving effect to the conflict of laws rules thereof.

**SECTION 26. WAIVER.** Any failure by either party to enforce the provisions of this Agreement shall in no way constitute a waiver by such party of any contractual right hereunder, unless such waiver is in writing and signed by such party.

**SECTION 27. ATTORNEYS' FEES.** In any dispute relating to this Agreement, the prevailing party shall fully recover from the non-prevailing party all fees, costs and expenses that the prevailing party reasonably incurred in such dispute, including, without limitation, reasonable attorneys' fees and expenses. In determining which party is the "prevailing party," the Court: (a) **must** take into account the claims pursued, the claims on which the pursuing party was successful, the claims on which the defending party was successful, the amount of money sought, the amount

of money awarded, and offsets or counterclaims pursued (successfully or unsuccessfully) by the other party; and (b) **must not** take into account any other factors provided by law or otherwise.

**SECTION 28. NOTICES.**

Any notices required or permitted to be delivered hereunder shall be in writing and shall be deemed to be delivered when deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to the respective party at the address set forth below:

If to the City:

City of Crete  
243 East 13<sup>th</sup> Street  
Crete, NE 68333  
Attn: City Manager

If to the Contractor:

Waste Connections of Nebraska, Inc.  
2101 Judson Street  
Lincoln, NE 68521  
Attn: District Manager

With a Copy to:

Waste Connections  
3 Waterway Square Place, Suite 110  
The Woodlands, Texas 77380  
Attn: Legal Department

or such other addresses as the parties may hereafter specify by written notice and delivered in accordance herewith.

**SECTION 29. CIVIL RIGHTS AND EQUAL OPPORTUNITY EMPLOYMENT/ NONDISCRIMINATION LAWS.**

Contractor shall comply with all applicable federal, state, and local laws and regulations regarding civil rights and equal opportunity employment. Contractor recognizes it is bound by, and covenants it will comply with, the provisions of the Nebraska Fair Employment Practices Act, which mandates that employers shall not discriminate against any employee or applicant for employment with respect to the employee's or applicant's hire, tenure, terms, conditions, or privileges of employment because of the employee's or applicant's race, color, religion, sex, disability, or national origin.

**SECTION 30. DEBARMENT, SUSPENSION, OR INELIGIBILITY.**

Contractor hereby represents and warrants that neither it nor any of its personnel providing Services hereunder have been debarred, suspended, proposed for debarment, declared ineligible, or otherwise prohibited from participating in a state procurement program within the last five (5) years. Contractor agrees to promptly notify the City in writing of any actual debarment or ineligibility.

**SECTION 31. REPORTS; RECORDKEEPING; ACCESS TO RECORDS AND AUDIT.**

Contractor shall provide all reports reasonably requested by the City, which may include, but are not limited to, reports on the number of Residential, Commercial, and Industrial Unit Customers collected each month; reports on the tonnage of Municipal Solid Waste and Recyclable Materials collected each month; and reports on Customer complaints. Contractor shall maintain all records strictly related to the Services under this Agreement for at least five (5) years following the termination or expiration of this Agreement. Contractor shall grant reasonable access to such records to the City, its agents, and any authorized official of the State of Nebraska for purposes of examining or auditing the records.

**SECTION 32. CONFIDENTIAL INFORMATION.**

Each party will not, without the prior written consent of the other, either (a) knowingly disclose to any third party the other's proprietary or commercially sensitive information that is received in relation to this Agreement ("Confidential Information"), or (b) use the other's Confidential Information for any purpose other than performance of this Agreement. For purposes of this Agreement, all data, reports, specifications, records, pricing, Customer service levels, employee data, personnel policies and procedures, and safety and accident records and prevention programs that are received in relation to this Agreement shall be deemed Confidential Information.

Nothing in this Agreement shall prevent either party from disclosing to others or using in any manner Confidential Information which the receiving party can show:

- (a) Has been published and has become part of the public domain other than by acts, omissions or fault of the receiving party or their agents and employees;
- (b) Has been furnished or made known to the receiving party by third parties (other than those acting directly for or on behalf of the receiving party) as a matter of legal right without restrictions on its disclosure;

- (c) Was in the receiving party's possession prior to the disclosure thereof by the other party;
- (d) Is required by any applicable law to be disclosed to any governmental agency as part of the normal course of complying with the agency's rules or regulations; or
- (e) Was independently developed by employees or agents of the receiving party who did not access the Confidential Information disclosed by the disclosing party.

If permitted by law, a party shall give immediate written notice to the other party if such party is required by subpoena, court or administrative order (an "Order") to disclose any of the other party's Confidential Information. Upon receipt of same, the party whose Confidential Information may be the subject of the Order expressly reserves the right to interpose all objections it may have to the disclosure of its Confidential Information. The foregoing obligation shall survive the termination or expiration of this Agreement and shall for two (2) years.

*(Remainder of page intentionally left blank.)*

PASSED AND APPROVED BY THE CITY OF CRETE COMMISSION MEETING AT A TIME, AND PLACE IN COMPLETE CONFORMITY WITH ALL APPLICABLE OPEN MEETING LAWS AND ALL OTHER APPLICABLE LAWS THIS \_\_\_ DAY OF \_\_\_\_\_, 2025.

CONTRACTOR:  
WASTE CONNECTIONS OF NEBRASKA, INC.

CITY:  
CRETE, NEBRASKA

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Name: \_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Name: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

## Exhibit A

### Rates and Service Levels

#### Residential Pricing with Every Other Week Recycling

##### Residential Rate Schedule 2025-2029

Pickup Frequency (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

#### 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 (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 (Per Week)	1 Cart/Toter	2 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**