

ORDINANCE NO. 12 -2026

AN ORDINANCE OF THE CITY OF BEREА, KENTUCKY, AMENDING ORDINANCE NO. 20-2024 AND ORDINANCE 07-2025, PROVIDING FOR THE APPROVAL OF THE FIRST AMENDMENT TO THE SOLID WASTE CONTRACT REGARDING OVERFILL CONTAINERS AND OVERFILL CHARGES TO CUSTOMERS.

WHEREAS, in Ordinance 20-2024, the City Council awarded a franchise to Waste Connections of Kentucky, Inc., for the collection and disposal of solid waste in the City of Berea, Kentucky; and

WHEREAS, in Ordinance 07-2025 the provisions of Ordinance 20-2024 were amended to provide for the correct franchise fee; and

WHEREAS, Ordinance 20-2024 provided for a franchise contract with the City incorporating the terms of the Ordinance, the Request for Proposals for Residential and Commercial Waste Collection and Disposal, and Addendum #1, both dated July 2, 2024, and Waste Connection's Bid Form and Proposal (Basic Service Proposal) dated August 5, 2024, which was accomplished on January 8, 2025; and

WHEREAS, the parties desire to amend the contract to provide for overfill containers and overfill charges to customers,

NOW, THEREFORE, be it ordained by the City Council of the City of Berea, Kentucky, as follows:

SECTION 1. The franchise contract for solid waste collection and disposal between the City of Berea and Waste Connections of Kentucky, Inc., dated January 8, 2025, is hereby amended by the attached first Amendment of Solid Waste Contract.

SECTION 2. All other terms and conditions of Ordinance No. 20-2024 and the contract between the City of Berea and Waste Connections of Kentucky, Inc., dated January 8, 2025, remain in full force and effect.

FIRST READING: August 18, 2026.

SECOND READING AND ENACTMENT: September 1, 2026.

CITY OF BERE, KENTUCKY

APPROVED BY:

Bruce Fraley, Mayor

ATTEST:

Clerk of the City Council

Published this 2nd day of September, 2026.

PREPARED BY:

Corporation Counsel

First Amendment to Solid Waste Franchise Contract

This First Amendment to the Solid Waste Franchise Contract ("Amendment") is entered into as of _____, 2026, by and between the **CITY OF BEREА, KENTUCKY**, 212 Chestnut Street, Bereа, Kentucky 40403, a Kentucky municipal corporation acting by and through its Mayor ("City"), and **WASTE CONNECTIONS OF KENTUCKY, INC.**, 3612 E. Hwy 552, Lily, KY 42470, a Delaware corporation ("Waste Connections").

RECITALS

WHEREAS, the City and Waste Connections entered into that certain Solid Waste Franchise Contract dated January 8, 2025, pursuant to Ordinance No. 20-2024 (the "Original Contract"); and

WHEREAS, the parties desire to amend the Original Contract to add provisions regarding commercial container overfill charges and cleanup services on the terms set forth herein;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

SECTION 1 — COMMERCIAL OVERFILL CHARGES

The following provisions are hereby added to the Original Contract:

- (a) Waste Connections may assess a charge of Twenty-Five Dollars (\$25.00) per occurrence to any commercial customer whose container is an Overflow Container ("Overflow Charge"). An "Overflow Container" means any container with waste that prevents the lid from fully closing.
- (b) Waste Connections shall utilize its automated overfill identification system to detect potential overages. All system-identified overages shall receive manual review by Waste Connections' local team prior to any Overflow Charge being assessed. Minor overages shall include a grace and review threshold, and charges shall only be applied when containers clearly exceed agreed-upon limits.
- (c) Waste Connections shall provide the City with ongoing reporting and transparency regarding when and why Overflow Charges are assessed.
- (d) For any City of Bereа customer experiencing multiple Overflow Charges, Waste Connections' sales team shall proactively contact the customer to discuss options and determine the root cause, including whether the overflow was a one-time occurrence, whether proper loading practices are being followed, and whether a larger container size or increased service frequency would better meet the customer's needs.

SECTION 2 — CLEANUP SERVICES

The following provisions are hereby added to the Original Contract:

- (a) Waste Connections shall perform cleanup services within the City either one (1) or two (2) times per year, at the City's option, at times mutually agreed upon by the parties.
- (b) The fee for cleanup services shall be Five Thousand Dollars (\$5,000.00) per cleanup (the "Base Cleanup Fee").

(c) Beginning on February 1 of the year following the effective date of this Amendment, and on each subsequent February 1st thereafter, the Base Cleanup Fee shall automatically increase by the same percentage as the annual CPI-U adjustment applied to residential services under Section 5(a) of the Original Contract, subject to the same five percent (5%) annual cap set forth therein.

SECTION 3 — GENERAL PROVISIONS

(a) **Ratification.** Except as expressly modified by this Amendment, all terms and conditions of the Original Contract shall remain in full force and effect and are hereby ratified and confirmed.

(b) **Conflict.** In the event of any conflict between the terms of this Amendment and the Original Contract, the terms of this Amendment shall control.

(c) **Governing Law.** This Amendment shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky.

(d) **Counterparts.** This Amendment may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first written above.

CITY OF BERE, KENTUCKY

By: _____

Name: _____

Title: _____

WASTE CONNECTIONS OF KENTUCKY, INC.

By: _____

Name: _____

Title: _____

Attest: _____