

**CHAPTER 3
DEPARTMENTS**

Article 10. Municipal Sanitary Landfill

§3-1001 MUNICIPAL SOLID WASTE MANAGEMENT. (A). The Municipality, pursuant to Nebraska Revised Statutes Section 13-2001, et. seq., has entered into an Agency agreement with the Seward/Saline County Solid Waste Management Agency, pursuant to which the City is required to utilize the solid waste disposal area operated by Waste Connections, Inc., a California Corporation, located approximately one and one-half (1.5) miles south of Milford, Nebraska, generally known as the Cottonwood Landfill, for the disposal of its Solid Waste, and further the City has entered into a Limited Exclusive Garbage and Recyclable Collection Agreement (Agreement) with The Garbage Company, a private refuse hauler, (hauler) for the collection of solid waste and recyclables within the City of Crete. The Agreement grants to said hauler the limited exclusive right to collect garbage and recyclables within the corporate limits of said City, for mandatory, provides for City wide collection from all single family residential households, two family residential households, and multi-unit residential complexes and from all business, commercial, institutional and industrial establishments that shall employ haulers service, under the rates specified in the Agreement, and under such other conditions as are prescribed by Agreement.

(B). The Municipality hereby finds that it is in the best interest of the public health and welfare of the City and the environment:

1. That there be mandatory, City wide collection from all single family residential households, two family residential households, and multi-unit residential complexes. Each multi-unit residential complex, of three or more units, shall be provided by hauler a city approved container, for deposit of refuse (and recyclables if so requested by any resident), for use by residences of said complex, with a minimum capacity of 65 gallons (10 cubic feet)] for each residential unit for refuse, and (if so requested by any resident of said complex) with a minimum capacity of 30 gallons (4.6 cubic feet) for each residential unit, for recyclables.

2. That business, commercial, institutional and industrial establishments shall have the limited right to haul its own garbage or refuse, but shall not have the right to hire another private refuse hauler other than the agreed to City hauler.

3. That all solid waste of the Municipality be deposited in the Cottonwood Landfill, or such other landfill or such other landfill as may be designated by the City, and all recyclables, and any refuse separated therefrom shall be deposited at the location approved by the City.

4. That The Garbage Company, a private refuse hauler, be granted such Limited Exclusive Garbage and Recyclable Collection Agreement for the collection of solid waste and recyclables

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within the corporate limits of the Municipality.

(C).It shall be unlawful for any solid waste to be deposited in any landfill other than Cottonwood Landfill, or such other landfill as may be designated by the City, or for any other commercial solid waste haulers to operate within the corporate limits of the Municipality or for any recyclables, or any refuse separated therefrom to be deposited at a location not approved by the City.

(Amended by Ord. No. 1203, 9/21/93; Ord. No. 1575, 07/15/03)(Ord. No. 1727, 03/17/09)