

ORDINANCE NO. 25-03

AN ORDINANCE AMENDING TITLE 5, HEALTH AND SANITATION, CHAPTER 6, GARBAGE AND REFUSE, OF THE MANTENO MUNICIPAL CODE

BE IT ORDAINED by the President and Board of Trustees of the Village of Manteno, as follows:

Section 1

That Title 5, Health and Sanitation, of the Manteno Municipal Code, be amended by changing Chapter 6, Garbage and Refuse, to read as follows:

CHAPTER 6

GARBAGE AND REFUSE

SECTION:

- 5-6-1: Definitions**
- 5-6-2: Scavenger Service**
- 5-6-3: Collections**
- 5-6-4: Receptacles**
- 5-6-5: Service Charge**
- 5-6-6: Violations**
- 5-6-7: Penalty**
- 5-6-8: Administration**

5-6-1: DEFINITIONS:

For the purpose of this chapter the following words shall have the meanings ascribed herein:

ASHES: Residue from fires used for cooking and for heating buildings.

BUNDLED TREE LIMBS: Tree limbs cut into lengths no longer than three (3) feet long, four (4") inches in diameter and tied with string or twine in bundles that one person can reasonably lift waist high without compromising safety.

BULK REFUSE: Large refuse items such as chairs, couches, stoves, hot water heaters, mattresses and appliances.

GARBAGE: Wastes resulting from the handling, storage, preparation, cooking and consumption of food of all kinds.

NON-RECYCLABLES: Such matters as plastic bread/storage bags, large storage bins, plastic wrap, snack bags (chips, fruit snacks, etc.), flex packaging (baby food pouches, fruit snack pouches, etc.), CD/DVD packaging, bubble wrap, plastic silverware, motor oil containers, clothes, hangers, straws, self-stick labels, used paper plates, tissue paper, gum/candy wrappers, waxed paper, paper cups, paper towels, light bulbs, mirrors, window glass, dishes/drinking glasses, foam egg cartons, ice cream cartons, large scrap metal, aerosol cans, diapers, wood, and yard waste.

PERSON: any individual, corporation, partnership, limited liability company, joint venture, association, or trust.

RECYCLABLES: Such matters as aluminum, tin, metal cans, plastic bottles and containers, glass bottles/jars, cartons, file folders, office paper, envelopes, junk mail, glossy paper, magazines, cardboard boxes, paperboard boxes, newspapers, catalogs, phone books, and paper bags. Recyclables exclude all non-recyclables, unacceptable waste, and other matters specially excluded or rejected by the applicable scavenger.

REFUSE: Such matters as ashes, metal ware, broken glass, crockery, small quantities of dirt, sweepings, dead animals, boxes, small quantities of wood, tin cans, bottles, or litter of similar kind, but excluding yard waste and unacceptable waste.

UNACCEPTABLE WASTE: Such matter as engine blocks, transmissions, axles, tires, heavy metal parts, e-waste, hazardous waste, broken concrete, stone, clay, dirt, metal, swimming pools, refuse resulting from building construction, carpeting, or material which will cause damage to equipment or injury to drivers.

YARD WASTE: Grass, shrubbery, cuttings, leaves, bundled tree limbs, or other waste from the care of lawns, shrubbery, weeds, vines or trees.

5-6-2: SCAVENGER SERVICE:

(A) The Village has designated a specific scavenger that shall have the exclusive authority to collect and dispose of all garbage, refuse, recyclables, and yard waste from all single-family and duplex dwellings in the Village.

(B) The owner of land containing a commercial, industrial, or institutional building, planned group dwelling, or multi-family dwelling within the Village shall contract with a licensed scavenger to provide for the collection of garbage, refuse, recyclables, commercial waste, industrial waste, and yard waste from the premises, as may be necessary and appropriate.

(C) No person shall engage in the business of collecting or disposing of garbage, refuse, recyclables, commercial waste, industrial waste, or yard waste in the Village unless duly licensed as a scavenger in accordance with the provisions of this code.

(D) No person, excepting duly licensed scavengers having an agreement with the Village to service single-family or duplex dwellings, or with an owner of property to service a commercial, industrial, or institutional building, planned group dwelling, or multi-family dwelling, shall access any receptacle, or pick, acquire, remove, take out, or possess any item or material disposed of or held in a receptacle, whether on private or public property, without the consent of the owner of property that possesses that receptacle.

5-6-3: COLLECTIONS:

(A) Garbage, refuse, and yard waste shall be collected from single-family and duplex dwellings on Monday between the hours of 6:00 AM and 6:00 PM each week. Collections shall be one (1) day later than the regularly scheduled collection day in the event a collection day falls on or after any one of the following holidays: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, or Christmas Day. Yard waste shall only be collected from April 1 through November 30. Recyclables shall be collected every other week on the same day as collections for garbage and refuse. There shall be no change in the day of collection except upon thirty (30) days' prior written notification by the scavenger to the Village and the affected residential customers.

(B) Garbage, refuse, recyclables, commercial waste, industrial waste, and yard waste shall be collected from land containing a commercial, industrial, or institutional building, planned group dwelling, or multi-family dwelling at least one (1) time per week. Smaller intervals between collection days shall be scheduled by the owner of the property when necessary to prevent overflow, excess accumulation, or to prevent a nuisance or health hazard. Arrangements for yard waste collections need only be scheduled from April 1 through November 30, and only if the owner does not have a regular landscape service that hauls away landscape waste weekly.

5-6-4: RECEPTACLES:

(A) For single-family and duplex dwellings, all garbage and refuse shall be segregated from all other forms of waste, and wrapped and disposed of in the ninety-five (95) gallon totes provided by the Village's designated scavenger, or in a metal or plastic garbage can having a capacity to hold not less than twenty (20) gallons and not more than thirty-five (35) gallons (but in no event weighing more than forty (40) pounds each), either of which shall have tight-fitting covers (functional, free of holes and breaks, and which shall be kept shut when the receptacle is not being loaded or unloaded) and adequate handles to facilitate collections. Recyclables shall be segregated from all other forms of waste and disposed of in the sixty-five (65) gallon totes provided by the Village's designated scavenger. Yard waste shall be segregated from all other forms of waste and disposed of in brown paper yard waste bags (with a yard waste sticker attached) or the ninety-five (95) gallon totes rented from the Village's designated scavenger. Totes, cans and bags containing garbage, refuse, recyclables and yard waste shall be placed at the curb, at the street or alley lot line, from which collections are made no earlier than twelve o'clock (12:00) noon on the day before the scheduled collection. The cover of each receptacle shall be closed and secured when placed at the lot line and shall remain securely closed until

collected. All receptacles shall be removed from the curb by seven o'clock (7:00) P.M. on the day of collection.

(B) On land containing a commercial, industrial, or institutional building, planned group dwelling, or multi-family dwelling there shall be provided metal containers (*i.e.*, dumpsters) of such size and number as is necessary and appropriate for the segregation, storage, and collection of garbage, refuse, recyclables, commercial waste, industrial waste, and yard waste generated from the property until collection by the owner's duly licensed scavenger. Additional and/or separate dumpsters (sufficiently identified) shall be provided when necessary to segregate waste for storage, collection, and disposal in accordance with applicable laws or the requirements of a specific scavenger. Dumpsters shall be of sufficient capacity to prevent overflow and shall have a tight-fitting metal or plastic cover that shall be functional, free of holes and breaks, and which shall be kept shut when the dumpster is not being loaded or unloaded. The dumpster and surrounding area shall be maintained so that any spillage or excess waste is removed upon notice but no later than 8:00 PM each day. In addition to the above, each dumpster provided for a planned group or multi-family dwelling shall have a capacity of not less than one-half (1/2) cubic yard per residential unit contributing waste thereto. Such dumpster shall be enclosed by a fence on not less than three (3) sides, and the open side shall face the dwelling on the property. The fence shall be constructed of wood or PVC, shall be six (6') feet tall and be color coordinated to match the dwelling on the property.

5-6-5: SERVICE CHARGE:

(A) Uniform garbage, refuse, and recyclable collection and disposition fees are established for, assessed against, and payable by all owners, occupants and users of single-family and duplex dwellings whether the service is utilized each week or not. The fees per residential unit per month shall be as follows:

Year 1	July 1, 2023 – June 30, 2024	\$21.70 per unit per month
Year 2	July 1, 2024 – June 30, 2025	\$22.57 per unit per month
Year 3	July 1, 2025 – June 30, 2026	\$23.47 per unit per month
Year 4	July 1, 2026 – June 30, 2027	\$24.41 per unit per month
Year 5	July 1, 2027 – June 30, 2028	\$25.39 per unit per month
Year 6	July 1, 2028 – June 30, 2029	\$26.41 per unit per month
Year 7	July 1, 2029 – June 30, 2030	\$27.47 per unit per month

The fees above include the collection and disposal of one bulk refuse item per week per residential unit. The sum of all charges is marshaled and designed to defray the expense of a systemic waste disposal scheme within the Village, thereby protecting the health, safety and welfare of the entire community. Said fees shall only be applicable so long as the Village is billing and collecting fees from customers on a monthly basis. In the event the Village's designated scavenger bills and collects said fees from the customer directly, the fees shall be subject to increase as set forth in the Village's scavenger agreement.

(B) The owner of each such premises, the occupant, or user of the service, shall be jointly and severally liable to pay the fees for all waste collection services for said premises. In the event an owner fails to honor his/her joint obligation and responsibility for payment, the owner shall be primarily responsible for all claims and charges, and all bills shall be delivered directly to such owner of the premises until the premises is sold, or for not less than one year, before consideration may be given to reinstate tenant billing.

(C) In the event fees for waste collection services are not paid within thirty (30) days after the rendition of the bill for such service, a penalty of ten percent (10%) of the amount of the bill shall be added thereto.

(D) The Village is not responsible for providing or billing for the collection or disposal of yard waste. Customers shall purchase yard waste stickers or rent yard waste totes from the Village's designated scavenger. The requirements and fees associated with yard waste collection and disposal (sticker/tote rental) shall be as established by the Village's designated scavenger.

(E) The Village is not responsible for providing or billing for the collection or disposal of excess bulk refuse, unacceptable wastes, or non-recyclables. Customers shall arrange for the collection and disposal of such items with the Village's designated scavenger. The requirements and fees associated with the collection and disposal of such items shall be as established by the Village's designated scavenger.

5-6-6: VIOLATIONS:

It shall be unlawful for any person, including any owner, occupant, or user of real property to violate, fail to comply, or to suffer the violation or failure to comply with any provision of this chapter.

5-6-7: PENALTY:

Any person found to have violated any provision of this chapter shall be fined not less than one hundred dollars (\$100.00) and not more than seven hundred fifty dollars (\$750.00) for each offense. Each day a violation occurs or is permitted to continue constitutes a new and separate violation.

5-6-8: ADMINISTRATION: Violations of this chapter may be administered through the provisions of Title 1, Administration, Chapter 17, Administrative Adjudication, of the Village of Manteno Municipal Code. Nothing in this section shall be interpreted to limit the remedies or penalties available to Village of Manteno.

Section 2

If any section, paragraph, clause, or provision of this ordinance shall be held invalid, the invalidity thereof shall not affect any of the other provisions of this ordinance.

Section 3

All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed insofar as they conflict herewith. Provided, however, nothing herein shall be interpreted as repealing or superseding Ordinance No. 18-06, or any ordinance renewing or extending a moratorium on Village-billed garbage fees, and the moratorium provided for therein shall continue in full force and effect until expressly repealed.

Section 4

This ordinance shall be immediately in full force and effect after the passage, approval, and publication. This ordinance is authorized to be published in pamphlet form.

PASSED by the Board of Trustees of the Village of Manteno, Illinois and deposited in the office of the Village Clerk this 16th day of June, 2025.

DEPOSITED with the Village Clerk this
16th day of June, 2025.


KERRI ROLNIAK, Village Clerk

APPROVED by me this 16th
day of June, 2025.


ANNETTE LAMORE, Village President

I DO HEREBY CERTIFY that this Ordinance was, after its passage and approval, published in pamphlet form by authority of the Village of Manteno, in accordance with law, this 16th day of June, 2025.


KERRI ROLNIAK, Village Clerk