

# Village of Oreana

Aaron Keathley, Mayor P.O. Box 192 Oreana, IL 62554 (217) 468-2476

# APPLICATION FOR LICENSE FOR THE COLLECTION AND DISPOSAL OF SOLID WASTE

The Village of Oreana will begin accepting applications for a license for the collection and disposal of solid waste as of March 24th, 2022. The Village will accept applications until such time that an exclusive license is issued. Upon receipt and review of the applications submitted, the village may do one or more of the following: 1) issue one license to an exclusive provider as agreed to in a franchise agreement or contract, 2) negotiate contract details, including the scope of service, rates, or other details, or 3) reject any or all applications.

# <u>Application Requirements</u>

To apply for a license, the Contractor shall submit a proposed franchise agreement or contract. The receipt of such proposed franchise agreement or contract shall be considered the application for license. The proposed franchise agreement or contract shall include the following requirements:

- The contractor shall agree to collect all solid waste within the corporate limits of the Village of Oreana, and to remove the same to an approved solid waste disposal site acceptable to Village, if and when territory is annexed to the Village the Contractor agrees to extend services, under the terms of this agreement, to the annexed area.
- 2. The Contractor agrees to furnish all labor, equipment, tools, and services required and necessary for the collection and disposal of said solid waste within the corporate limits of the Village of Oreana and provide qualified supervisory personnel to direct the activities of Contractor under this Agreement and to have sufficient standby trucks and equipment and personnel to guarantee-collection of said solid waste.
- 3. All trucks for the collection of solid waste used and operated by Contractor shall be packer- type enclosed trucks, and shall be designed to be watertight and drip-proof, so that no garbage or waste water may at any spill or drip upon the streets of the Village. All equipment used by the Contractor shall be kept and

- maintained in a clean and inoffensive manner and will be covered at all times in the loading of garbage or rubbish, so that offensive odors are not permitted to permeate the air and cause a nuisance within the Village. Any broken, loose or blown material shall be immediately cleaned up by the Contractor.
- 4. No equipment carrying garbage or rubbish, or both, shall be parked or be permitted to stand anywhere in the Village except any longer than is necessary to pick up containers unless the standing of such equipment is made necessary by mechanical trouble, traffic conditions, accident or obedience to the direction or policemen or traffic signals.
- 5. All services provided by the Contractor shall in all ways be conducted to conform to all Village Ordinances and all Federal, State and County laws and regulations pertaining to the disposal of solid wastes and/or garbage hauling services as well as Prevailing Wage, Equal Opportunity and Non-Discrimination legislation.
- 6. Billing shall be administered by the Contractor. Contractor shall bill all customers with bills issued monthly. Billing shall be temporarily suspended for unoccupied residential and commercial locations upon 15 days written notice to Contractor by owner of such premises. Billing and services shall resume upon 15 days written notice to Contractor by owner of such premises. Contractor will have the responsibility of notifying customers of this policy upon fast providing service to a customer.
- 7. Contractor shall agree to furnish a certificate of insurance or general liability to the Village Clerk in the minimum amount of \$1,000,000. The Contractor shall keep the same current and in force at all times during the term of this agreement. Contractor's certificate of insurance shall also slate that it is insured for worker's compensation by a company authorized to write worker's compensation in Illinois and shall name the Village of Oreana as an additional insured for both worker's compensation and general liability coverage.
- 8. Contractor shall agree to pay a yearly license fee of Twenty-five Dollars (\$25.00) per vehicle used. Contractor shall agree to furnish a One Thousand Dollars (\$1,000.00) surety bond in favor of the Village of Oreana, before yearly license will be issued.
- 9. In the event the Contractor is adjudged bankrupt, either voluntary or involuntary, this Agreement, at the option of the Village, may be terminated effective on the day and time the bankruptcy petition is filed. In the event ownership of the Contractor changes or a sale of assets occurs, the Contractor shall be solely responsible for collection of all outstanding billing to customers under the terms of this contract and shall be responsible for the refund of any overpayment for services to customers.

### **SCOPE OF SERVICES**

#### A. GARBAGE COLLECTION

- 1. The Contractor shall provide weekly curbside garbage collection to approximately 360 locations, which shall include, but not be limited to, all occupied residential and commercial locations.
- 2. The scheduled day for garbage collection shall not be changed except upon thirty (30) days written notice to the Village and each customer.
- 3. Collection of garbage shall be between the hours of 6:00 am (effective local time) and 5:00 pm (effective local time) on the scheduled day.
- 4. The Contractor shall supply each residential customer with one new 96 gallon plastic tote with wheels. A second 96 gallon plastic tote shall be available at no charge upon request.
- 5. The Contractor shall supply two (2) yard containers to the Village and Contractor shall place said container at locations specified by the Village, said placement subject to change at any time during term of the Agreement.
- 6. Containers provided to commercial customers shall be of such number and size to allow adequate collection of waste generated.
- 7. All garbage material shall be owned and remain the responsibility of the customer until collected by the Contractor. Once collected it is the responsibility of the Contractor to transport, process and market the materials.

#### **B. RECYCLING COLLECTION**

- In addition to weekly curbside garbage collection, the Contractor shall provide curbside recyclable collection approximately 350 locations, subject to Paragraph 2 for above, which shall include but not be limited to, all occupied residential and commercial locations.
- 2. The scheduled day for recyclables shall not be changed except upon thirty (30) days written notice to the Village and each customer. Collection of recyclable shall be between the hours of 6:00 am (effective local time) and 5:00 p.m. (effective local time) on the scheduled day.
- 3. Contractor shall supply each residential customer with one recycling container of adequate size.
- 4. Contractor shall supply each commercial customer with one recycling container of adequate size.
- 5. The following recyclables shall I be taken by the Contractor:
  - a. Newspaper
  - b. Glass-clear, green, and brown
  - c. Aluminum
  - d. Plastic (specify type to be collected)

- e. Other Recyclables. Contractor may provide for the collection of other materials and the
- f. Village reserves the right to request other items be collection upon mutual agreement of the Contractor and the Village.
- 6. All recyclable materials shall be owned and remain the responsibility of the customer until collected by the Contractor. Once collected it is the responsibility of the Contractor to transport, process and market the materials. Non-recyclables materials collected shall be the responsibility of the Contractor.

#### C. COMPOST COLLECTION

- 1. In addition to weekly curbside garbage collection and the collection of recyclables, the Contractor shall provide weekly curbside compost to approximately 350 locations, subject to Paragraph 2 above, which shall include, but not be limited to, all occupied residential locations.
- 2. The scheduled day for compost collection she not be changed accept upon a thirty (30) days written notice to the Village and each customer,
- 3. Collection of compost shall be between the hours of 6:00 a.m. (Effective local time) and 5:00 p.m. (effective local time) on the scheduled day.
- 4. Customer shall supply adequate containers/bags for compost collection.
- 5. All Compost materials shall be owned and remain the responsibility of the customer until collection by the Contactor. Once collected it is the responsibility of the Contractor to transport process and market the material. Non-compost materials collected shall be the responsibility of the Contractor.

#### D. ANNUAL CLEAN UP DAY

- Contractor agrees to provide the Village with all the equipment, labor and disposal on an annual basis for the Village-Wide curbside clean up at no additional charge. The date of this clean up must be scheduled and agreed upon by both parties on an annual basis.
- 2. Contractor shall not be required to pick-up earth, sod, rocks, concrete, and any type waste material from remodeling or construction of homes, appliances or white goods, tires or automobile parts, paints, liquids, hazardous waste materials, bio-hazardous materials, bio-hazardous medical waste or any type of biodegradable yard waste material including: grass clippings, weeds bushes, brush clippings, tree branches or branch clippings along with any other type of waste banned from sanitary landfills in Illinois.

# Rates and Village Owned/Leased Properties

1. Services specified in the Scope of Services Section (Section A, B,C,D) shall be provided at no charge to each of the following Village Owned/Leased Locations:

- a. A.) Whitmore / Oreana Community Center and Park (407 South View Street)
- b. Village of Oreana PublicWorks (600 North EastStreet)
- 2. The contractor shall provide a proposed schedule of rates for the residential services specified in the scope of services section (Sections A,B,C,D). The schedule of rates shall include the monthly total cost for all services and should specify any increase planned for each year of the agreement.

## **Application Submission and Negotiation**

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Please submit application to: Village of Oreana, POn Box 37, Oreana, IL 62554, and/or <a href="mayor@oreanail.com">mayor@oreanail.com</a>. Questions should be directed to Mayor Aaron Keathley @ 217-620-2476 or <a href="mayor@oreanail.com">mayor@oreanail.com</a>.