

10 N. Water Street
847-742-5780
847-742-6908

Village of South Elgin
Administrative Services Department

Hours of Operation
Monday - Friday
8:30 am - 5:00 pm

www.southelgin.com

COMMERCIAL COLLECTOR LICENSE APPLICATION

SECTION A: General Information

Corporate Name: _____

Contact Name: _____

Address: _____

Phone: _____ Cell Phone: _____

E-mail: _____

Description of Fleet: _____

SECTION B: Insurance Requirement

Refuse contractors shall maintain the following insurance coverage limits:

- (1) Workers compensation insurance as prescribed by Illinois Statute;
- (2) General liability insurance:
 - (a) \$1,000,000 per person;
 - (b) \$1,000,000 per occurrence;
- (3) Property damage liability insurance:
 - (a) \$1,000,000 each incident;
 - (b) \$1,000,000 per occurrence;
- (4) Vehicle liability insurance:
 - (a) \$1,000,000 property damage and bodily injury;
 - (b) \$1,000,000 per occurrence;

Prior to the issuance of a license, contractor shall furnish a certificate of insurance verifying the existence of current coverages. Further, the Village shall be named as an additional insured party on said policies.

All contractors shall agree to indemnify and forever keep and save harmless the Village, its agents, officials, and employees against any and all claims for injuries, death, loss damages, claims of every type, nature and description, patent claims, suits liabilities judgments, costs and expenses of the alleged negligence or omission of the contractor or his employees, agents, servants, subcontractors, or suppliers in connection with performance of the contract.

All contractors shall agree, at the contractors' own expense, to appear, defend and pay all charges of attorneys and all costs and other expenses arising from the foregoing, or incurred in connection therewith in the defense of the Village, its agents, officials and employees.

All contractors shall further agree that in the event a judgment should be entered against the Village as a result of the negligence and omissions hereinabove described, it shall satisfy same including, but without limitation on the foregoing, all costs and interest in connection therewith.

All contractors expressly understand and agree that any performance bond or insurance protection required of this contractor, or otherwise provided by this contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Village, its agents, officials and employees as hereinabove provided.

All contractors shall execute an agreement binding the insurance and indemnification terms stated in this section and attach a copy of its' Certificate of Insurance to this application.

SECTION C: Terms and Conditions

- 1) All firms applying for a license shall be required to conform to all applicable local ordinances and regulations as well as state and federal regulations governing general refuse, landscape waste and recycling collection, transport, processing and/or disposal.
- 2) A complete listing of all customers served shall be submitted by all licenses contractors within three months of initial licensing and thereafter 45 days prior to license renewal.
- 3) A license to collect refuse shall not be re-assigned and is not transferable.
- 4) Prior to issuance of a license, all contractors shall be required to file an annual performance bond in the amount of \$25,000 to guarantee faithful performance of collection services.
- 5) In the event a firm licensed for collection in the Village relocates any or all of its operations, written notice of such change(s) shall be promptly submitted to the Village.
- 6) Refuse contractors shall be required to remove all general refuse, landscape waste and recyclables no less than one time per week, with additional collections as required to maintain sanitary conditions. Collection shall occur between 7:00 a.m. and 6:00 p.m. The contractor shall not be responsible for removal of hazardous waste as defined by the U.S. EPA, Illinois EPA, or other applicable regulatory agency.
- 7) Except for franchise collection of municipal solid waste from residential real estate (other than multi-family dwellings containing five or more units), fees charged for the collection and/or processing of municipal solid waste, general refuse, landscape waste and/or recyclables shall be negotiated directly between the contractor and customer.
- 8) Collection location shall be the alley, where applicable. If alley collection is not available, the contractor and customer shall mutually agree upon an alternative location at the side or front of the customer's property.
- 9) Refuse containers shall be made of metal, rubber or plastic, shall be watertight and shall be of sufficient size to accommodate the customers' disposal requirements.
- 10) All contractors shall furnish competent employees in providing refuse collection services. Employees shall wear proper attire at all times while performing work in the Village. Employees deemed incompetent or irresponsible by the Village shall be promptly removed from duty routes within the Village.
- 11) All contractors shall dispose of or process collected general refuse, landscape waste and recyclable each day at disposal facilities properly licensed by the EPA outside the Village's corporate limits. The Village reserves the right to approve the final disposal site of all municipal waste and to direct that the municipal waste be transported to a

disposal facility selected by the Village. The Village shall provide 120 days' notice of its decision to invoke this provision.

- 12) All contractors shall be equipped and possess the competence necessary to develop and operate commercial recycling programs. If requested by a commercial customer, said contractor shall offer recycling services. The Village reserves the right to conduct such investigations as necessary to verify a contractor's ability to provide recycling services. Such investigation may include, but is not limited to, facility tours, review of market contracts and proof of available equipment. The Village shall be advised of all commercial recycling activities, including periodic reports from all contractors documenting number of participating customers, tons collected by material, revenue derived, price per ton or value per unit of each recyclable commodity and other information as may be requested by the Village. All recyclables shall be collected, separated and processed to facilitate the sale of commodities to re-manufacturers or post-consumer use. No recyclable materials shall be deposited at a landfill or waste incinerator.
- 13) All contractors shall collect landscape waste from their customers as required.
- 14) Refuse contractors must:
 - a) Use modern, enclosed equipment complete with a hydraulic compacting system in the collection of general refuse and landscape waste.
 - b) Operate equipment that is properly licensed by the State of Illinois and conforms to our federal and state equipment safety standards.
 - c) Demonstrate adequate and sufficient personnel and financial resources necessary to render commercial collection services in conformance with rules and regulations as may be promulgated from time to time by the Village Administrator's Office.
- 15) Contracts shall adhere to all state and federal Equal Employment Opportunity guidelines.
- 16) Refuse contractors may be required to provide emergency collection service to alleviate threats to health, safety and general public welfare.
- 17) Refuse contractors shall provide a local phone number, staffed during the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, for receipt of service calls or complaints. A listing of complaints shall be maintained, and every possible effort shall be made to correct the problem within 24 hours.

SECTION D: Acknowledgement and Signature

The undersigned affirms that they are authorized to sign this application and have and agree with all of the terms and conditions described in Section C.

Signature: _____ Date: _____

Please email or deliver this form with all supporting documents to:
Administrative Services Department
Village of South Elgin
10 N. Water Street
South Elgin, IL 60177
Email:

| <u>For Office Use Only</u> | |
|----------------------------|------------------------------------|
| Date Received: _____ | \$500 License Fee Received: _____ |
| Received by: _____ | Proof of Insurance Received: _____ |