

VILLAGE OF LOMBARD
REQUEST FOR BOARD OF TRUSTEES ACTION
For Inclusion on Board Agenda

_____ Resolution or Ordinance (Blue)
_____ Recommendations of Boards, Commissions & Committees
(Green)
 X Other Business (Pink)

TO: PRESIDENT AND BOARD OF TRUSTEES

FROM: William T. Lichter, Village Manager

DATE: August 9, 2005 (COW) (B of T) Date: August 18, 2005

TITLE: Approval of Recycling Agreements

SUBMITTED BY: John Burg, Assistant Director of Public Works



BACKGROUND/POLICY IMPLICATIONS:

See attached memo.

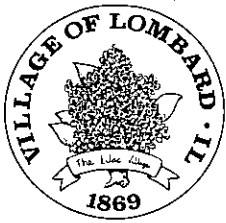
Fiscal Impact/Funding Source:

Community Recycling Fund 2790.756420

Review (as necessary):

Village Attorney X _____ Date _____
Finance Director X _____ Date _____
Village Manager X Wm Lichter Date 8/9/05

NOTE: All materials must be submitted to and approved by the Village Manager's Office by 12:00 noon, Wednesday, prior to the Agenda Distribution.



To: William Lichter, Village Manager
Through: Wes Anderson, Director of Public Works
From: John Burg, Assistant Director of Public Works
Date: August 9, 2005
Subject: Approval of Recycling Agreements

Wes Anderson

John Burg

Attached are Recycling Agreements with vendors for the Recycling Extravaganza to be held at the Village Hall Complex on Saturday, September 17. The Village Attorney wrote the original agreements which are substantially the same as last year with two exceptions: the location of the event and a \$200 charge by Weyerhaeuser due to the poor market conditions for books.

A simple motion is required to accept these agreements. I recommend approval. Please submit this item to the Village President and Board for consideration at the August 18, 2005 meeting. If you have questions, call me.

AGREEMENT

This Agreement is made by the Village of Lombard (hereinafter referred to as the "Village") and _____ (hereinafter referred to as the "Recycler") on the _____ day of _____, 2005.

WHEREAS, the Village wishes to assist its residents in disposing of certain household items that are recyclable but that cannot be recycled through curbside pick up; and

WHEREAS, on September 17, 2005, the Village will conduct a "Recycling Extravaganza" by inviting Village residents to bring those recyclable items that cannot be disposed of through curbside pick up to the Village Hall Complex, Lombard, Illinois for pick up by a Recycler who will properly recycle the items; and

WHEREAS, the Recycler is engaged in the business of collecting items for recycling purposes and wishes to participate in the "Recycling Extravaganza" for its own benefit and profit.

NOW, THEREFORE, in consideration of the promises and covenants contained herein the Village and Recycler agree as follows:

Section 1: The Recycler shall participate in the "Recycling Extravaganza" by making available vehicles, drivers, and all necessary equipment between the hours of 8 a.m. and 5 p.m. at the Village Hall Complex, 255 E. Wilson, Lombard, Illinois for the purpose of taking possession of, removing and disposing of, through recycling, items that are brought to that location by persons wishing to have such items recycled.

Section 2: Recycler shall, after removing such items from the aforementioned location, legally dispose of them by approved recycling methods and may collect and retain any compensation paid for said items to be recycled.

Section 3: The Village shall provide volunteer workers to accept items brought to the Recycling Extravaganza for recycling and to assist in distributing said items among participating recyclers.

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Section 4: The Recycler shall indemnify and hold harmless the Village, their officers, agents, employees, successors and assigns from lawsuits, actions, costs (including attorneys' fees), and claims or liabilities of any character brought because of any injuries or damages received or sustained by any person, persons, or property on account of any act or omission, neglect or misconduct of the Recycler, its officers, agents and/or employees arising out of, or in performance of, this Agreement.

Section 5: A certificate of insurance must be provided exhibiting the following coverages:

Commercial General Liability

- \$1,000,000 Bodily Injury, each person, each occurrence
- \$3,000,000 Bodily Injury, aggregate, each occurrence
- \$ 500,000 Property Damage Liability, each person, each occurrence
- Statutory Workers' Compensation
- \$ 500,000 Employees' Liability, per occurrence

naming the Village and its respective officers, agents, employees, successors and assigns as additional insureds and stating that the Policy will not be cancelled or changed without providing thirty (30) day's prior written notice. Certificates of insurance must be presented to:

Village of Lombard
Attn: John Burg, Assistant Director of Public Works
255 E. Wilson
Lombard, Illinois 60148

This Agreement is executed on behalf of the Village and the Recycler by the duly authorized agents of each.

FOR THE RECYCLER

By: Manish Tomy
its Sales Representative

FOR THE VILLAGE

By: _____
William J. Mueller, Village President

ATTEST:

By: Michael O'Malley
its UP Sales

ATTEST:

By: _____
, Village Clerk

AGREEMENT

This Agreement is made by the Village of Lombard (hereinafter referred to as the "Village") and WEYERHAEUSER (hereinafter referred to as the "Recycler") on the 9TH day of AUGUST, 2005.

WHEREAS, the Village wishes to assist its residents in disposing of certain household items that are recyclable but that cannot be recycled through curbside pick up; and

WHEREAS, on September 17, 2005, the Village will conduct a "Recycling Extravaganza" by inviting Village residents to bring those recyclable items that cannot be disposed of through curbside pick up to the Village Hall Complex, Lombard, Illinois for pick up by a Recycler who will properly recycle the items; and

WHEREAS, the Recycler is engaged in the business of collecting items for recycling purposes and wishes to participate in the "Recycling Extravaganza" for its own benefit and profit.

NOW, THEREFORE, in consideration of the promises and covenants contained herein the Village and Recycler agree as follows:

Section 1: The Recycler shall participate in the "Recycling Extravaganza" by making available vehicles, drivers, and all necessary equipment between the hours of 8 a.m. and 5 p.m. at the Village Hall Complex, 255 E. Wilson, Lombard, Illinois for the purpose of taking possession of, removing and disposing of, through recycling, items that are brought to that location by persons wishing to have such items recycled.

Section 2: Recycler shall, after removing such items from the aforementioned location, legally dispose of them by approved recycling methods and may collect and retain any compensation paid for said items to be recycled.

Section 3: The Village shall provide volunteer workers to accept items brought to the Recycling Extravaganza for recycling and to assist in distributing said items among participating recyclers. The Recycler shall provide book recycling service at a cost of \$200.00 (two hundred dollars).

Section 4: The Recycler shall indemnify and hold harmless the Village, their officers, agents, employees, successors and assigns from lawsuits, actions, costs (including attorneys' fees), and claims or liabilities of any character brought because of any injuries or damages received or sustained by any person, persons, or property on account of any act or omission, neglect or misconduct of the Recycler, its officers, agents and/or employees arising out of, or in performance of, this Agreement.

Section 5: A certificate of insurance must be provided exhibiting the following coverages:

Commercial General Liability

\$1,000,000	Bodily injury, each person, each occurrence
\$3,000,000	Bodily injury, aggregate, each occurrence
\$ 500,000	Property Damage Liability, each person, each occurrence
Statutory	Workers' Compensation
\$ 500,000	Employees' Liability, per occurrence

naming the Village and its respective officers, agents, employees, successors and assigns as additional insureds and stating that the Policy will not be cancelled or changed without providing thirty (30) day's prior written notice. Certificates of insurance must be presented to:

Village of Lombard
Attn: John Burg, Assistant Director of Public Works
255 E. Wilson
Lombard, Illinois 60148

This Agreement is executed on behalf of the Village and the Recycler by the duly authorized agents of each.

FOR THE RECYCLER

By: *Arthur Cohen*
Its: *Asst. G.M.*

FOR THE VILLAGE

By: _____
William J. Mueller, Village President

ATTEST:

By: _____
Its: _____

ATTEST:

By: _____
_____, Village Clerk