

080490

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

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

TO: PRESIDENT AND BOARD OF TRUSTEES

FROM: William T. Lichter, Village Manager

DATE: August 12, 2008 (COW) (B of T) Date: August 21, 2008

TITLE: Approval of Recycling Agreements

SUBMITTED BY: David P. Gorman, Acting Director of Public Works *DPG*

BACKGROUND/POLICY IMPLICATIONS:

A request to approve agreements with three (3) vendors for providing various recycling services at the Recycling Extravaganza.

Fiscal Impact/Funding Source:

Community Recycling Fund 2790.756420

Review (as necessary):

Village Attorney X _____ Date _____
Finance Director X _____ Date _____
Village Manager *David P. Gorman* _____ Date *8/13/08*

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: David A. Huliseberg, Village Manager

From: David Gorman, PE, Acting Director of Public Works *DDA*

Date: August 12, 2008

Subject: Approval of Recycling Agreements

Attached are Recycling Agreements with three vendors for the Recycling Extravaganza to be held at Northgate Plaza on Saturday, September 13th. The agreements are substantially the same as last year.

A simple motion is required to accept these agreements. I recommend approval. Please submit this item to the Board of Trustees for consideration at the August 21, 2008 meeting.

ELECTRONICS RECYCLING AGREEMENT

This Agreement made by the Village of Lombard (hereinafter referred to as the "Village") and 31st Vintage Tech Recyclers of Plainfield, Illinois (hereinafter referred to as the "Recycler") on the 31st day of July, 2008.

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

WHEREAS, on September 13, 2008, 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 Northgate Shopping Center at the northwest corner of State Routes 64 & 53, Lombard, Illinois for pick up by an electronics 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 at least two trucks, two drivers, one fork lift operator and one pallet jack available between the hours of 8 a.m. and 5 p.m. at the Recycling Extravaganza for the purpose of taking possession of, removing and disposing of, through recycling, electronics items that are brought to that location by persons wishing to have such items recycled.

Section 2: The Recycler shall take possession of, remove and dispose of the following items at no cost to the Village:

- (A) Computers & peripherals including PCs, mainframes, modems, printers, monitors, terminals, drives (CD, tape & floppy), plotters, mouse, keyboards, scanners, software discs & CDs.
- (B) Office equipment & products including telephones, phone systems, answering machines, typewriters, calculators, adding machines, fax machines, copy machines, pagers, shredders and postage machines.
- (C) Entertainment & visual equipment including VCRs, stereo equipment, cameras, camcorders, video game players and joysticks.
- (D) Miscellaneous items including humidifiers, power tools, all small appliances such as toasters, toaster ovens, blenders, blow dryers, curling irons, irons, electric knives and food processors.

Section 3: 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 4: The Village agrees to pay Recycler an amount of twelve dollars for each cathode ray tube television collected at the Recycling Extravaganza.

Section 5: The Village shall provide one fork lift and volunteer workers to accept items

brought to the Recycling Extravaganza to assist in distributing said items among participating recyclers.

Section 6: 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 7: A certificate of insurance must be provided for the following coverage for 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

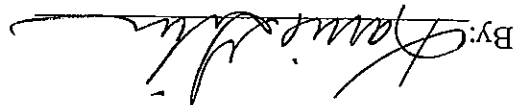
naming the Village and their respective officers, agents, employees, successors and assigns as additional insureds and stating that the Policy will not be cancelled or changed without providing thirty (30) days prior written notice. Certificates of insurance must be presented to:

Village of Lombard
Attn: David Gorman, Acting Dir. of Public Works
255 E. Wilson Avenue
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

FOR THE VILLAGE

By: 

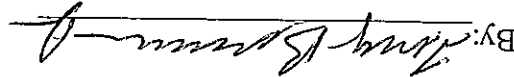
Its Carrie L. Gibson, President

By:

William J. Mueller, Village President

ATTEST:

ATTEST:

By: 

Its Terry Bowman, Warehouse Mgr.

By:

Brigitte O'Brien, Village Clerk

ACORD
CERTIFICATE OF LIABILITY INSURANCE
 PRODUCER
 Chris Mcleod Insurance Agency
 1237 S Rt 59 Suite 4
 Plainfield, IL 60585

THIS CERTIFICATE IS ISSUED AS MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURER A:	INSURER E:
INSURER B:	INSURER D:
INSURER C:	INSURER F:
INSURER G:	
INSURER H:	

INSURER A: State Farm Fire and Casualty Company 25143
 NAIC #

INSURED
 Vintage Tech Recyclers
 25503 Ruff St, Unit C
 Plainfield, IL 60585

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADDL	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LTR INSRD	AMTS
X	GENERAL LIABILITY	4914591E2613	12/20/07	12/20/08		\$ 3,000,000
X	COMMERCIAL GENERAL LIABILITY					\$ 300,000
	CLAIMS MADE <input checked="" type="checkbox"/> OCCUR					
	GEN'L AGGREGATE LIMIT APPLIES PER:					
	GEN'L AGGREGATE LIMIT APPLIES PER:					
	POLICY <input checked="" type="checkbox"/> PRO-LOC					
	ANY AUTO	4916872E2613A	06/26/08	12/26/08		\$ 1,000,000
	ALL OWNED AUTOS					\$ (per persn)
	SCHEDULED AUTOS					\$ (per persn)
	HIRE AUTOS					\$ (per persn)
	NON-OWNED AUTOS					\$ (per accid ent)
	BODILY INJURY					\$ (per accid ent)
	PROPERTY DAMAGE					\$ (per accid ent)
	AUTO ONLY - EA ACCIDENT					\$ (per accid ent)
	OTHER THAN EA ACC					\$ (per accid ent)
	AUTO ONLY - EA ACCIDENT					\$ (per accid ent)
	AGGREGATE					\$
	EACH OCCURRENCE					\$
	EXCESS/UMBRELLA LIABILITY					\$
	OCCUR <input type="checkbox"/> CLAIMS MADE					\$
	DEDUCTIBLE					\$
	RETENTION					\$
X	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	93D562904	12/20/07	12/20/08		\$
	ANY PROPERTY/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?					
	IF YES, describe below					
	SPECIAL PROVISIONS below					
	OTHER					
	EL DISEASE - POLICY LIMIT					\$ 1,000,000
	EL DISEASE - EA EMPLOYEE					\$ 1,000,000
	EL EACH ACCIDENT					\$ 1,000,000

CERTIFICATE HOLDER
 2006 Van & 2002 International
 Certificate holder is listed as additional insured along with their respective officers, agents, employees, successors and assigns as additional insureds.

CANCELLATION
 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
 Chris Mcleod

Village of Lombard
 Attn: David Gorman, Acting Dir. of Public Works
 255 E Wilson Avenue
 Lombard, IL 60148

DATE (MM/DD/YYYY) 12/06/2007

AGREEMENT

This Agreement made by the Village of Lombard (hereinafter referred to as the "Village") and Acme Refining (hereinafter referred to as the "Recycler") on the 21st day of August, 2008.

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 13, 2008, 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 Northgate Plaza, 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 Sponsors 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 Northgate Plaza, 1000 N. Roblwing Road, 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.

AGREEMENT

This Agreement made by the Village of Lombard (hereinafter referred to as the "Village") and CRI of Tennessee, Inc. (hereinafter referred to as the "Recycler") on the 21st day of August, 2008.

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 13, 2008, 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 Northgate Plaza, 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

Sponsors 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 Northgate Plaza, 1000 N. Rohlfing Road, 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.

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:

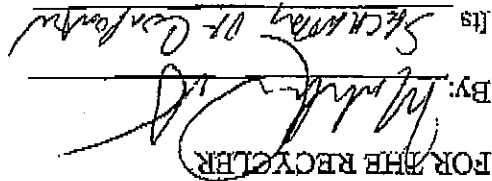
Commercial General Liability

\$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

handling the Village and their 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) days prior written notice. Certificates of insurance must be presented to:

Village of Lombard
Attn: Mr. David Gorman
Assistant Director of Public Works
255 E. Wilson Avenue
Lombard, Illinois 60148

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

FOR THE RECYCLER
By: 
Its Secretary of Lombard

FOR THE SPONSORS
By: William J. Mueller, Village President

ATTEST: _____

By: Brigitte O'Brien, Village Clerk