

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

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

TO: PRESIDENT AND BOARD OF TRUSTEES  
FROM: David A. Hulseberg, Village Manager  
DATE: March 9, 2010 (COW) (B of T) Date: March 18, 2010  
TITLE: Approval of Electronics Recycling Agreement  
SUBMITTED BY: David P. Gorman, Asst. Dir. of Public Works *DPG*

BACKGROUND/POLICY IMPLICATIONS:

A request to approve an agreement with Vintage Tech Recyclers for providing electronics 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 X _____	Date _____

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.



## MEMORANDUM

**TO:** David A. Hulseberg, Village Manager

**THROUGH:** Carl S. Goldsmith, Director of Public Works *g*

**FROM:** David P. Gorman, PE, Asst. Director of Public Works *DPG*

**DATE:** March 8, 2010

**SUBJECT:** **Electronics Vendor for the 2010 & 2011 Recycling Extravaganzas**

Please present the attached Agreement for the 2010 & 2011 Recycling Extravaganzas to the Village President and Board of Trustees at their March 18, 2010 meeting.

### **Background:**

Vintage Tech Recyclers has offered to manage the September 18, 2010 Recycling Extravaganza and the 2011 Recycling Extravaganza for only \$1,000 and \$1,500, respectively, with no extra costs for televisions. This nominal fee is to cover their transportation costs. Their low service cost to customers is possible due to grants from the Illinois Department of Commerce & Economic Opportunity and agreements with electronics manufacturers. The maximum of 200,000 pounds that will be allocated for each year's event will come from their specific agreement with Samsung. They have collected between 80,000 and 129,000 pounds at each of Lombard's Recycling Extravaganza's since 2007 so the ceiling has intentionally been set high to cover the Village's needs.

Vintage Tech has committed to collect certain amounts with the various manufacturers in two-year agreements. Therefore, Vintage Tech is requesting that the Village commit to this Agreement for 2010 and 2011. Vintage Tech will once again bring their employees and equipment at their own cost, except for one fork lift that will be provided as usual for their use by the Village. Staff and the Environmental Concerns Committee have been very satisfied with their service and value. Prior to Vintage Tech, electronics recycling had cost the Village over \$20,000 per event, and volunteers had to be allocated.

### **Recommendation:**

The Environmental Concerns Committee has voted to recommend that the Board of Trustees approve this two-year Agreement with Vintage Tech to recycle electronics at the 2010 and 2011 Recycling Extravaganzas. The Agreement has been reviewed by the Village Attorney.

DG:dg BOT Memo - Electronics Vendor Approval.doc  
attachment: Agreement

**RESOLUTION**

**R**\_\_\_\_\_

**A RESOLUTION AUTHORIZING SIGNATURE OF  
PRESIDENT AND CLERK ON AN AGREEMENT**

**WHEREAS**, the Corporate Authorities of the Village of Lombard have received an Agreement between the Village of Lombard and Vintage Tech Recyclers regarding participation in the Recycling Extravaganza on September 18, 2010, as attached hereto and marked Exhibit "A"; and

**WHEREAS**, the Corporate Authorities deem it to be in the best interest of the Village of Lombard to approve such agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LOMBARD, DU PAGE COUNTY, ILLINOIS as follows:

**SECTION 1:** That the Village President be and hereby is authorized to sign on behalf of the Village of Lombard said agreements as attached hereto.

**SECTION 2:** That the Village Clerk be and hereby is authorized to attest said agreements as attached hereto.

Adopted this 18th day of March \_\_\_\_\_, 2010.

Ayes: \_\_\_\_\_

Nays: \_\_\_\_\_

Absent: \_\_\_\_\_

Approved this 18th day of March \_\_\_\_\_, 2010.

\_\_\_\_\_  
**William J. Mueller**  
**Village President**

ATTEST:

\_\_\_\_\_  
**Brigitte O'Brien**  
**Village Clerk**

# Exhibit A

## ELECTRONICS RECYCLING AGREEMENT MAR 4 2010

This Electronics Recycling Agreement (hereinafter referred to as the "Agreement") made by the Village of Lombard (hereinafter referred to as the "Village") and Vintagetech Recyclers of Plainfield, Illinois (hereinafter referred to as the "Recycler") on the 18th day of March, 2010.

**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 18, 2010, the Village will conduct a "Recycling Extravaganza", pursuant to which the Village will invite residents to bring those recyclable electronic items that cannot be disposed of through curbside pick up to the Lombard Municipal Complex, at 255 E. Wilson Avenue, 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 electronic items for recycling purposes and wishes to participate in the Recycling Extravaganza for its own benefit and profit;

**NOW, THEREFORE**, in consideration of the forgoing promises and covenants contained herein as other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Village and the Recycler, the Village and the Recycler agree as follows:

1. **DEFINITIONS**: The following definitions shall be used for this Agreement:

**APPLIANCES, LARGE** - shall mean items that fall under the classification of appliances, including those containing CFCs (chlorofluorocarbons), switches containing mercury, and PCBs (polychlorinated biphenyls), and including items such as refrigerators, freezers, ranges, water heaters, air conditioners, humidifiers, and other similar domestic and commercial large appliances as defined by 415 ILCS 5/22.28.

**APPLIANCES, SMALL** - shall mean all blenders, blow dryers, curling irons, electric knives, fans, food processors, microwaves, toasters, toaster ovens and other miscellaneous small items with a cord or computer chip.

**COVERED ELECTRONIC DEVICES (CED)** - Electronic products for which Manufacturers receive full credit under the 2008 Illinois Electronics Recycling and Reuse Act (415 ILCS 150/1 *et seq.*) including computers (including laptops), computer monitors, televisions and printers discarded through the residential waste stream only.

**ELECTRONIC ITEMS** - shall include EEDs, CEDs and all adding machines, answering machines, battery back-ups, pagers, printers, portable stereos, postage machines, radios, shredders, telephones, wires, calculators, copiers, fax machines, voting machines, typewriters, blenders, fans, microwaves, toasters, toaster ovens, power tools, humidifiers and miscellaneous small items with a cord or a computer chip.

ELIGIBLE ELECTRONIC DEVICES (EED) –shall mean the following devices: mobile phone, computer cable, mouse, keyboard, stand-alone fax, MP3 players, PDA, video game console, video cassette player/recorder, DVD player, zip drive or scanner, which are devices eligible for credit to the Manufacturers through State of Illinois Environmental Protection Agency rules.

ERASURE – shall mean destroying data from data-containing devices, such as computers, to United States Department of Defense (DOD) standards and National Institute of Standards and Technology (NIST) standards. Methods of erasure may include, but are not limited to, DOD data overwriting software, magnetic degaussing, and breaking the device apart to render data permanently erased or destroyed beyond recovery.

MANUFACTURERS – shall mean electronics manufacturers responsible for recycling or refurbishing E-Waste under the Illinois 2008 Electronic Products Recycling & Reuse Act, (415 ILCS 150/1 *et seq.*) with rules governed by the State of Illinois Environmental Protection Agency.

PALLET – shall mean a flat means of transport, usually made of wood or plastic, that can be lifted with a fork lift.

PROCESSING – shall mean any technology used for the purpose of reducing the volume or bulk of municipal waste or any technology used to convert part or all of such waste materials for off-site reuse or recycling.

RESPONSIBLE RECYCLING PRACTICES – shall mean a set of guidelines for accredited certification programs to assess electronics recyclers' environmental, worker health and safety, and security practices, to be known as R2 upon completion of development by the U.S. EPA.

2. The Recycler shall participate in the Recycling Extravaganza by making at least two (2) trucks, two (2) drivers, one (1) fork lift operator, one (1) pallet jack and all necessary manpower and pallets 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 and Small Appliances that are brought to that location by persons wishing to have such items recycled.

3. The Recycler shall take possession of, remove and dispose of Electronic Items and Small Appliances at no cost to the Village. Large appliances will not be accepted.

4. Recycler shall, after removing such Electronics Items from the aforementioned location, undertake Erasure and then legally dispose of the Electronic Items and Small Appliances by using Responsible Recycling Practices, and may collect and retain any compensation paid for said Electronics Items and Small Appliances to be recycled.

5. The Village agrees to pay Recycler one thousand and no/100 dollars (\$1,000.00) for the 2010 Recycling Extravaganza, and one thousand five hundred and no/100 dollars (\$1,500.00)

for the 2011 Recycling Extravaganza, and to allow the Recycler to staff and coordinate all logistics and processing of the Electronic Items and Small Appliances collected at the Recycling Extravaganza.

6. The Village shall provide one (1) fork lift to assist in the collection of the Electronic Items and Small Appliances.

7. The Recycler shall indemnify and hold harmless the Village, their officers, agents, employees, successors and assigns from and against any 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, or its officers, agents and/or employees arising out of, or in performance of, this Agreement.

8. This Agreement will serve as a two (2) year commitment covering the Recycling Extravaganzas for calendar years 2010 and 2011.

9. Recycler will allocate Manufactures' credits to cover the cost of the electronic recycling for, but not limited to, the EEDs and CEDs collected, as defined by the State law.

10. Recycler shall provide the Village with a certificate of insurance evidencing the following coverages:

A. 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

B. Statutory Workers' Compensation

\$ 500,000 Employees' Liability, per occurrence

C. Automotive Liability

\$1,000,000

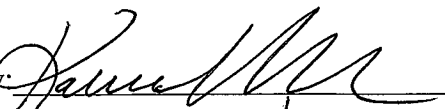
Said certificate shall name the Village and its officers, agents, employees, successors and assigns as additional insureds on the general commercial liability policy(ies) and state that the policy(ies) will not be cancelled or changed without providing at least thirty (30) days prior written notice to the Village. Certificates of insurance must be presented to:

Village of Lombard  
Attn: David Gorman, Asst. 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 President

By: \_\_\_\_\_

ATTEST:

ATTEST:

By: Megan Bistry  
Its Accounts Service Consultant

By: \_\_\_\_\_



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)  
03/02/10

<b>PRODUCER</b> PAR Insurance 14722 S. Naperville Road, Unit #116 Plainfield, IL 60544 Phone (815) 254-7900 Fax (815) 254-7339	<b>THIS CERTIFICATE IS ISSUED AS A 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.</b>	
	<b>INSURERS AFFORDING COVERAGE</b>	<b>NAIC #</b>
<b>INSURED</b> VINTAGE TECH RECYCLERS, INC. 25503 Ruff Street, Unit C Plainfield, IL 60585-815	INSURER A: NSI	
	INSURER B: ACE	
	INSURER C:	
	INSURER D:	
	INSURER E:	

### COVERAGES

THE POLICIES OF INSURANCE LISTED 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 LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A	<input type="checkbox"/>	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> _____ <input type="checkbox"/> _____ GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	NSC 1084222	04/16/2009	04/16/2010	EACH OCCURRENCE	1,000,000
		DAMAGE TO RENTED PREMISES (Ea occurrence)				200,000	
		MED EXP (Any one person)				10,000	
		PERSONAL & ADV INJURY				2,000,000	
		GENERAL AGGREGATE				3,000,000	
		PRODUCTS - COMP/OP AGG				3,000,000	
A	<input type="checkbox"/>	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON OWNED AUTOS <input type="checkbox"/> _____ <input type="checkbox"/> _____	NSC 1084222	04/16/2009	04/16/2010	COMBINED SINGLE LIMIT (Ea accident)	1,000,000
		BODILY INJURY (Per person)					
		BODILY INJURY (Per accident)					
		PROPERTY DAMAGE (Per accident)					
<input type="checkbox"/>	<input type="checkbox"/>	<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> _____				AUTO ONLY - EA ACCIDENT	
		OTHER THAN EA ACC					
		AUTO ONLY: AGG					
A	<input type="checkbox"/>	<b>EXCESS / UMBRELLA LIABILITY</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$	NUC 1090506	04/16/2009	04/16/2010	EACH OCCURRENCE	
		AGGREGATE				2,000,000	
B	<input type="checkbox"/>	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER / MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below OTHER	C 45765805	04/16/2009	04/16/2010	<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
		E.L. EACH ACCIDENT				1,000,000	
		E.L. DISEASE - EA EMPLOYEE				1,000,000	
		E.L. DISEASE - POLICY LIMIT				1,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

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CERTIFICATE HOLDER	CANCELLATION
Village of Lombard 255 E. Wilson Ave Lombard, IL 60148	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> 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 <i>Keith Kalamach</i>