

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: David A. Hulseberg, Village Manager

DATE: August 14, 2009 (COW) (B of T) Date: September 3, 2009

TITLE: Approval of Recycling Agreements

SUBMITTED BY: David P. Gorman, Asst. Dir. of Public Works

BACKGROUND/POLICY IMPLICATIONS:

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

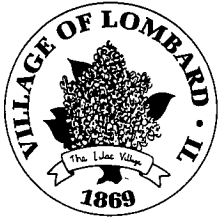
Fiscal Impact/Funding Source:

Community Recycling Fund 2790.756420

Review (as necessary):

|                          |            |
|--------------------------|------------|
| Village Attorney X _____ | Date _____ |
| Finance Director X _____ | Date _____ |
| Village Manager 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.



To: David A. Hulseberg, Village Manager  
Through: Carl S. Goldsmith, Director of Public Works  
From: David P. Gorman, Asst. Dir. of Public Works  
Date: August 13, 2009  
Subject: Approval of Recycling Agreements

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Attached are Recycling Agreements with three vendors for the Recycling Extravaganza to be held at the Village Municipal Complex on Saturday, September 19<sup>th</sup>. The agreements are substantially the same as last year.

A simple motion is required to accept these agreements. Please submit this item to the Board of Trustees for consideration at the September 3, 2009 meeting.

DG:sc

Attachments: Agreements with Acme, Exide and CRI

## 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 20th day of August, 2009.

**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 19, 2009, 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 Lombard Village Hall, 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 Lombard Village Hall, 255 E. Wilson Avenue, 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

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) day's 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

FOR THE SPONSORS

By: [Signature]  
Its Account Manager

By: William J. Mueller, Village President

ATTEST:

ATTEST:

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

By: Brigitte O'Brien, Village Clerk

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
07/13/09

|   |   |        |
|---|---|--------|
| PRODUCER<br><b>Risk Management</b><br><b>USI Midwest</b><br>100 South Wacker Drive, 16th Floor<br>Chicago, IL 60606 | 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. |        |
|   | INSURERS AFFORDING COVERAGE   | NAIC # |
| INSURED<br><b>Acme Refining Scrap Iron &amp; Metal</b><br>3357 S Justine St<br>Chicago, IL 60608-9998               | INSURER A: <b>Lexington Insurance Company</b>   | 19437  |
|   | INSURER B: <b>American International Co-AIG</b>   | A18540 |
|   | INSURER C: <b>Commerce &amp; Industry Insurance</b>   | 19410  |
|   | INSURER D:  |        |
|   | INSURER E:  |        |

**COVERAGES**

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 ADD'L LTR | INSRD | TYPE OF INSURANCE   | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS   |             |
|----------------|-------|---|---------------|----------------------------------|-----------------------------------|--|-------------|
| A              |       | GENERAL LIABILITY<br><input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br>CLAIMS MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/><br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC           | EG7574976     | 10/15/08                         | 10/01/09                          | EACH OCCURRENCE  | \$1,000,000 |
|                |       |   |               |                                  |                                   | DAMAGE TO RENTED PREMISES (Ea occurrence)                | \$300,000   |
|                |       |   |               |                                  |                                   | MED EXP (Any one person)                                 | \$25,000    |
|                |       |   |               |                                  |                                   | PERSONAL & ADV INJURY                                    | \$1,000,000 |
|                |       |   |               |                                  |                                   | GENERAL AGGREGATE  | \$2,000,000 |
|                |       |   |               |                                  |                                   | PRODUCTS - COMP/OP AGG                                   | \$2,000,000 |
| C              |       | AUTOMOBILE LIABILITY<br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> ALL OWNED AUTOS<br><input type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> HIRED AUTOS<br><input checked="" type="checkbox"/> NON-OWNED AUTOS<br><input checked="" type="checkbox"/> Drive Other Car | CA7574977     | 10/15/08                         | 10/01/09                          | COMBINED SINGLE LIMIT (Ea accident)                      | \$1,000,000 |
|                |       |   |               |                                  |                                   | BODILY INJURY (Per person)                               | \$          |
|                |       |   |               |                                  |                                   | BODILY INJURY (Per accident)                             | \$          |
|                |       |   |               |                                  |                                   | PROPERTY DAMAGE (Per accident)                           | \$          |
|                |       | GARAGE LIABILITY<br><input type="checkbox"/> ANY AUTO   |               |                                  |                                   | AUTO ONLY - EA ACCIDENT                                  | \$          |
|                |       |   |               |                                  |                                   | OTHER THAN AUTO ONLY: EA ACC                             | \$          |
|                |       |   |               |                                  |                                   | AGG  | \$          |
| A              |       | EXCESS/UMBRELLA LIABILITY<br><input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE<br><br><input type="checkbox"/> DEDUCTIBLE<br><input checked="" type="checkbox"/> RETENTION \$ 10,000   | EGU7574978    | 10/15/08                         | 10/01/09                          | EACH OCCURRENCE  | \$5,000,000 |
|                |       |   |               |                                  |                                   | AGGREGATE  | \$5,000,000 |
|                |       |   |               |                                  |                                   |  | \$          |
|                |       |   |               |                                  |                                   |  | \$          |
| B              |       | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?<br>If yes, describe under SPECIAL PROVISIONS below   | WC348742      | 10/15/08                         | 10/01/09                          | <input checked="" type="checkbox"/> WC STATU-TORY LIMITS | OTH-ER      |
|                |       |   |               |                                  |                                   | E.L. EACH ACCIDENT                                       | \$1,000,000 |
|                |       |   |               |                                  |                                   | E.L. DISEASE - EA EMPLOYEE                               | \$1,000,000 |
|                |       |   |               |                                  |                                   | E.L. DISEASE - POLICY LIMIT                              | \$1,000,000 |
| A              |       | OTHER Pollution   | EG7574976     | 10/15/08                         | 10/01/09                          | \$5,000,000 Occ/Agg.                                     |             |

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

JUL 14 2009

**CERTIFICATE HOLDER**

**CANCELLATION**

Village of Lombard  
 Attn: Mr. David Gorman  
 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 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

*Kath. [Signature]*

## **IMPORTANT**

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

## **DISCLAIMER**

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

## AGREEMENT

This Agreement made by the Village of Lombard (hereinafter referred to as the "Village") and Exide Technologies of Milton, Georgia (hereinafter referred to as the "Recycler") on the 6<sup>th</sup> day of AUGUST, 2009.

**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 19, 2009, 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 Lombard Village Hall, 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 lead acid batteries 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 Lombard Village Hall, 255 E. Wilson Avenue, Lombard, Illinois for the purpose of taking possession of, removing and disposing of, through recycling, lead acid batteries 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, defend and hold harmless the Village, their officers, agents, employees, successors and assigns (collectively, "Indemnitees") from lawsuits, actions, costs (including attorneys' fees), and claims or liabilities of any character brought because of any bodily injuries or property damages received or sustained by any person, persons, or property on account of any neglect act or negligent omission or willful misconduct of the Recycler, its officers, agents and/or employees arising out of, or in performance of, this Agreement. Recycler shall not be liable to the Indemnitees, whether in contract, tort (including negligence), warranty, strict liability or any other legal theory, for special, incidental, indirect, exemplary, punitive or consequential damages including, but not limited to, cost of capital, loss of anticipated profits or revenues, business interruption damages. Such indemnification shall be limited to the amounts of the certificate of liability insurance provided. Indemnity is the sole and exclusive remedy of the Indemnitee with

respect to each claim to which such indemnification relates.

**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 their respective officers, agents, employees, successors and assigns as additional insureds and stating that the Policy will not be cancelled without endeavoring to provide thirty (30) day's 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.

EXIDE TECHNOLOGIES

By:   
\_\_\_\_\_  
Vice President Central Division

FOR THE SPONSORS

By: \_\_\_\_\_  
William J. Mueller, Village President

ATTEST:

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

ATTEST:

By: \_\_\_\_\_  
Brigitte O'Brien, Village Clerk





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
07/07/2009

PRODUCER  
MARSH USA, INC.  
3475 PIEDMONT ROAD, SUITE 1200  
ATLANTA, GA 30305

573029-CAS-GAWU-09-10

INSURED  
EXIDE TECHNOLOGIES  
13000 DEERFIELD PARKWAY, BLDG. 200  
MILTON, GA 30004

THIS CERTIFICATION 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.

| INSURERS AFFORDING COVERAGE |                                   | NAIC # |
|-----------------------------|-----------------------------------|--------|
| INSURER A:                  | Zurich American Insurance Company | 16535  |
| INSURER B:                  | American Zurich Insurance Company | 40142  |
| INSURER C:                  | N/A                               | N/A    |
| INSURER D:                  |                                   |        |
| INSURER E:                  |                                   |        |

## COVERAGES

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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 ADD'L LTR | INSRD | TYPE OF INSURANCE  | POLICY NUMBER                                | POLICY EFFECTIVE DATE (MM/DD/YYYY) | POLICY EXPIRATION DATE (MM/DD/YYYY) | LIMITS  |              |
|----------------|-------|--|--|------------------------------------|-------------------------------------|---|--------------|
| A              | X     | GENERAL LIABILITY<br><input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR<br><br><input checked="" type="checkbox"/> SIR: \$1,000,000<br>GENERAL AGGREGATE LIMIT APPLIES PER<br><input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC | GLO 9260592-02                               | 07/01/2009                         | 07/01/2010                          | EACH OCCURRENCE   | \$ 1,500,000 |
|                |       |  |  |                                    |                                     | DAMAGE TO RENTED PREMISES (Ea occurrence)               | \$ 750,000   |
|                |       |  |  |                                    |                                     | MED EXP (Any one person)                                | \$ 10,000    |
|                |       |  |  |                                    |                                     | PERSONAL & ADV INJURY                                   | \$ 1,500,000 |
|                |       |  |  |                                    |                                     | GENERAL AGGREGATE                                       | \$ 4,000,000 |
|                |       |  |  |                                    |                                     | PRODUCTS - COMP/OP AGG                                  | \$ 4,000,000 |
| A              | X     | AUTOMOBILE LIABILITY<br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> ALL OWNED AUTOS<br><input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> HIRED AUTOS<br><input type="checkbox"/> NON-OWNED AUTOS   | BAP 8978592-13                               | 07/01/2009                         | 07/01/2010                          | COMBINED SINGLE LIMIT (Ea accident)                     | \$ 5,000,000 |
|                |       |  |  |                                    |                                     | BODILY INJURY (Per person)                              | \$           |
|                |       |  |  |                                    |                                     | BODILY INJURY (Per accident)                            | \$           |
|                |       |  |  |                                    |                                     | PROPERTY DAMAGE (Per accident)                          | \$           |
|                |       | GARAGE LIABILITY<br><input type="checkbox"/> ANY AUTO  |  |                                    |                                     | AUTO ONLY - EA ACCIDENT                                 | \$           |
|                |       |  |  |                                    |                                     | OTHER THAN AUTO ONLY: EA ACC                            | \$           |
|                |       |  |  |                                    |                                     | AGG   | \$           |
|                |       | EXCESS / UMBRELLA LIABILITY<br><input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE<br><br><input type="checkbox"/> DEDUCTIBLE<br><input type="checkbox"/> RETENTION \$   |  |                                    |                                     | EACH OCCURRENCE   | \$           |
|                |       |  |  |                                    |                                     | AGGREGATE   | \$           |
|                |       |  |  |                                    |                                     |   | \$           |
|                |       |  |  |                                    |                                     |   | \$           |
| B              |       | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE Y/N OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> N<br>(Mandatory in NH) if yes, describe under SPECIAL PROVISIONS below  | WC 8978590-13 (AOS)<br>WC 8978591-13 (MA,WI) | 07/01/2009<br>07/01/2009           | 07/01/2010<br>07/01/2010            | <input checked="" type="checkbox"/> WC STATUTORY LIMITS | OTH-ER       |
| B              |       |  |  |                                    |                                     | E.L. EACH ACCIDENT                                      | \$ 1,000,000 |
|                |       |  |  |                                    |                                     | E.L. DISEASE - EA EMPLOYEE                              | \$ 1,000,000 |
|                |       |  |  |                                    |                                     | E.L. DISEASE - POLICY LIMIT                             | \$ 1,000,000 |
|                |       | OTHER  |  |                                    |                                     |   |              |

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

RE: LOMBARD RECYCLING EXTRAVAGANZA  
VILLAGE OF LOMBARD IS INCLUDED AS ADDITIONAL INSURED WITH RESPECT TO THE GENERAL LIABILITY AND AUTO LIABILITY POLICIES, WHERE REQUIRED BY WRITTEN CONTRACT.

### CERTIFICATE HOLDER

ATL-001904405-02

### 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  
of Marsh USA Inc.  
Ted L. Young

## **IMPORTANT**

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

## **DISCLAIMER**

This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

## 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 20th day of August, 2009.

**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 19, 2009, 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 Lombard Village Hall, 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 Lombard Village Hall, 255 E. Wilson Avenue, 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.

SCR 630-620-5982

**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 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) day's 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: [Signature]

Its MANAGER

FOR THE SPONSORS

By: William J. Mueller, Village President

ATTEST:

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

Its \_\_\_\_\_

ATTEST:

By: Brigitte O'Brien, Village Clerk

**ACORD<sup>TM</sup> CERTIFICATE OF LIABILITY INSURANCE** DATE (MM/DD/YYYY)  
8/13/2009

|  |   |
|--|---|
| PRODUCER (815)756-2906 FAX: (815)748-7323<br>Crum - Halsted Agency Inc<br>2350 Bethany Road<br><br>Sycamore IL 60178<br><br>INSURED<br>COMBINED RESOURCES INC<br>1750 W FULLERTON AVE<br><br>ADDISON IL 60101-3026 | 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. |
| INSURERS AFFORDING COVERAGE<br>INSURER A: Central Insurance Co<br>INSURER B:<br>INSURER C:<br>INSURER D:<br>INSURER E:   | NAIC #<br>20230   |

**COVERAGES**  
 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 | ADD'L | TYPE OF INSURANCE  | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS  |
|------|-------|--|---------------|----------------------------------|-----------------------------------|---|
| A    |       | GENERAL LIABILITY<br><input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | CLP 8120438   | 12/31/2008                       | 12/31/2009                        | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000<br>MED EXP (Any one person) \$ 5,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COM/OP AGG \$ 2,000,000 |
| A    |       | AUTOMOBILE LIABILITY<br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> ALL OWNED AUTOS<br><input type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> HIRED AUTOS<br><input checked="" type="checkbox"/> NON-OWNED AUTOS   | BAP 8120437   | 12/31/2008                       | 12/31/2009                        | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$   |
|      |       | GARAGE LIABILITY<br><input type="checkbox"/> ANY AUTO  |               |                                  |                                   | AUTO ONLY - EA ACCIDENT \$<br>OTHER THAN EA ACC \$<br>AUTO ONLY: AGG \$   |
| A    |       | EXCESS/UMBRELLA LIABILITY<br><input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE<br><br><input type="checkbox"/> DEDUCTIBLE<br>RETENTION \$   | CXS 8120439   | 12/31/2008                       | 12/31/2009                        | EACH OCCURRENCE \$ 1,000,000<br>AGGREGATE \$ 1,000,000  |
| A    |       | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?<br>If yes, describe under SPECIAL PROVISIONS below  | WC 8120440    | 12/31/2008                       | 12/31/2009                        | <input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER<br>E.L. EACH ACCIDENT \$ 1,000,000<br>E.L. DISEASE - EA EMPLOYEE \$ 1,000,000<br>E.L. DISEASE - POLICY LIMIT \$ 1,000,000                      |
| A    |       | OTHER<br>Business Personal Property  | CLP 8120438   | 12/31/2008                       | 12/31/2009                        | \$842,000, RC Special form<br>\$1,000 ded   |

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS  
 The Village of Lombard and their respective officers, agents, employees, successors and assigns are listed as additional insured in regards to General Liability.

|  |   |
|--|---|
| <b>CERTIFICATE HOLDER</b><br>(630) 620-5982<br><br>Village of Lombard<br>Attn: Mr. David Gorman<br>Assistant Director of Public Works<br>255 E Wilson Ave<br>Lombard, IL 60148 | <b>CANCELLATION</b><br>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.<br>AUTHORIZED REPRESENTATIVE<br>E Rosenow, CPA/CF <i>E. Rosenow</i> |
|--|---|

**IMPORTANT**

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

**DISCLAIMER**

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.