

## 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: [Signature]

William J. Mueller, Village President

ATTEST:

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

Its \_\_\_\_\_

ATTEST:

By: [Signature]

Brigitte O'Brien, Village Clerk

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
8/13/2009

PRODUCER (815) 756-2906 FAX: (815) 748-7323  
Crum - Halsted Agency Inc  
2350 Bethany Road

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.

Sycamore IL 60178

**INSURERS AFFORDING COVERAGE**

NAIC #

INSURED  
COMBINED RESOURCES INC  
1750 W FULLERTON AVE

INSURER A: Central Insurance Co

20230

INSURER B:

INSURER C:

INSURER D:

ADDISON IL 60101-3026

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

AUG 17 2009

**CERTIFICATE HOLDER**

(630) 620-5982  
Village of Lombard  
Attn: Mr. David Gorman  
Assistant Director of Public Works  
255 E Wilson Ave  
Lombard, IL 60148

**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**

E Rosenow, CPA/CF

*Edward A. Rosenow*

(2001/08)

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## **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.