

RESOLUTION
R 76-10

**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: Trustees Gron, Tross, Wilson, Moreau, Fitzpatrick and Ware

Nays: None

Absent: None

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 byphenyles), 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
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C. Automotive Liability

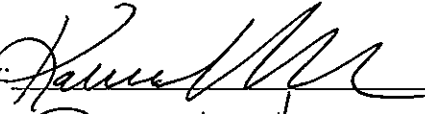
\$1,000,000	
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Said certificate shall name the Village and its officers, agents, employees, successors and assigns as additional insureds on the general commercial liability policy(ies) and state that the policy(ies) will not be cancelled or changed 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.

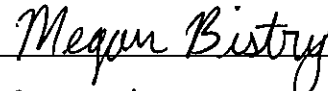
FOR THE RECYCLER

By: 
Its President

FOR THE VILLAGE

By: 

ATTEST:

By: 
Its Accounts Service Consultant

ATTEST:

By: _____