

060425

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) _____

TO: PRESIDENT AND BOARD OF TRUSTEES

FROM: William T. Lichter, Village Manager

DATE: August 8, 2006 (COW) (B of T) Date: August 17, 2006

TITLE: Approval of Recycling Agreements

SUBMITTED BY: ~~Wesley B. Anderson~~, Director of Public Works

BACKGROUND/POLICY IMPLICATIONS:

See attached memo.

Fiscal Impact/Funding Source:

\$350.00 / Community Recycling Fund 2790.756420

Review (as necessary):

Village Attorney X _____ Date _____
Finance Director X _____ Date _____
Village Manager X W.T. L. Date 8/10/06

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: William Lichter, Village Manager

From: Wesley B. Anderson, Director of Public Works *Wesley B. Anderson*

Date: August 8, 2006

Subject: Approval of Recycling Agreements

Attached are the Recycling Agreements for the vendors providing services at the Recycling Extravaganza to be held at the Village Hall Complex on Saturday, September 16. The Village Attorney wrote the original agreements which are substantially the same as last year with one exception: a \$350 charge by Weyerhaeuser due to the poor market conditions for books. This item can be approved by simple motion. Please submit this item to the Board of Trustees for consideration at the August 17, 2006 meeting.

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 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 the Village Hall Complex, 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.

Sponsors and Recycler agree as follows:

NOW, THEREFORE, in consideration of the promises and covenants contained herein the

purposes and wishes to participate in the "Recycling Extravaganza" for its own benefit and profit.

WHEREAS, the Recycler is engaged in the business of collecting items for recycling

properly recycle the items; and

curbside pick up to the Village Hall Complex, Lombard, Illinois for pick up by a Recycler who will

by inviting Village residents to bring those recyclable items that cannot be disposed of through

WHEREAS, on September 16, 2006, the Village will conduct a "Recycling Extravaganza"

that are recyclable but that cannot be recycled through curbside pick up; and

WHEREAS, the Village wishes to assist its residents in disposing of certain household items

2006.

and Weyerhaeuser (hereinafter referred to as the "Recycler") on the _____ day of _____,

This Agreement made by the Village of Lombard (hereinafter referred to as the "Village")

AGREEMENT

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. The Recycler shall provide book recycling service at a cost of \$350.00 (three hundred and fifty dollars).

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) days prior written notice. Certificates of insurance must be presented to:

Village of Lombard
Attn: Wes Anderson, 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 SPONSORS

FOR THE RECYCLER

By: William J. Mueller, Village President

By: [Signature]
Its General Manager

ATTEST:

ATTEST:

By: Brigitte O'Brien, Village Clerk

By: [Signature]
Its Account Manager

CERTIFICATE OF INSURANCE

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 LISTED BELOW.

Name and Address of Certificate Holder:

Village of Lombard
 Attn: Wes Anderson, Director of Public Works
 255 E. Wilson Ave.
 Lombard, IL 60148

Named Insured:

WEYERHAEUSER COMPANY, its financially controlled subsidiaries, its trusts and foundations and trustees of the
Insured now or hereafter constituted.

Mailing Address:

Brown & Brown of Washington, Inc.
 (Formerly Raleigh, Schwurtz & Powell, Inc.)
 P.O. Box 1718
 Tacoma, Washington 98401

This is to certify that policies of insurance listed below have been issued by OLD REPUBLIC INSURANCE COMPANY to the insured named above and are in force at this time.

AUTOMOBILE LIABILITY

LIMIT OF LIABILITY

Each Accident \$1,000,000

EFFECTIVE DATE
 November 1, 2005 Until

Cancelled

POLICY NO.
 MWTB 9322

This policy insures all automobiles owned, hired, leased or maintained by the Named Insured.

GENERAL LIABILITY

LIMITS OF LIABILITY

Each Occurrence \$3,000,000
 General Aggregate \$3,000,000
 Aggregate Products and Completed Operations \$3,000,000*

EFFECTIVE DATE
 November 1, 2005 Until

Cancelled

POLICY NO.
 MWZ 43823

Subject to the terms and conditions of the policy:

1. This policy insures all operations, premises and activities of the Named Insured, including operations by Independent Contractors, Completed Operations (Products), Contractual Liability and Personal Injury, XCU Hazards and Broad Form Property Damage.

2. It is agreed that the unqualified word "insured," under this policy, includes the Named Insured and also includes as an Additional Insured any person, company, corporation, organization, trustee or interest to whom or to which the Named Insured is obligated by virtue of a written agreement to provide insurance against losses covered by this policy, but only as respects liability arising from the operations of the Named Insured, and subject to the terms and conditions of the policy.

Reference: Recycling Services Contract - insurance provided by this certificate is limited to the terms and conditions of each contract.

The Village of Lombard and their respective officers, agents, employees, successors and assigns are named as additional insured in regards to the September 16, 2006 Recycling Extravaganza to the extent required by contract.

Weyerhaeuser Company and its subsidiaries are statutory self-insurers for workers' compensation in the state of Illinois. Employees Liability Limits: \$1mm EL Each Accident Limit, \$1mm EL Each Employee; \$1mm EL Disease Policy Limit.

We will give 30 days' written notice to the named holder of this certificate should the above-mentioned policies be cancelled or changed in such a manner as to affect this Certificate.

This Certificate of Insurance expires on November 1, 2006, or upon expiration date of the contract, whichever occurs first.

Natalie H. Whitcomb

By:

BROWN & BROWN OF WASHINGTON, INC.
 Natalie H. Whitcomb, Authorized Representative

Date Issued: 7/31/2006