

040294

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

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

TO: PRESIDENT AND BOARD OF TRUSTEES

FROM: William T. Lichter, Village Manager

DATE: July 8, 2004 (COW) (B of T) Date: July 22, 2004

TITLE: Approval of Recycling Agreements

SUBMITTED BY: John Burg, Acting Director of Public Works



BACKGROUND/POLICY IMPLICATIONS:

Attached are the Recycling Agreements with vendors for the Recycling Extravaganza to be held at Yorktown on Saturday, September 11. These agreements provide protection for the Village and Yorktown. The wording of these agreements was worked out between the Village Attorney and Yorktown and is substantially the same as last year. The Environmental Concerns Committee has recommended approval of these agreements.

Fiscal Impact/Funding Source:

Community Recycling Fund 2790.756420

Review (as necessary):

Village Attorney X \_\_\_\_\_ Date \_\_\_\_\_

Finance Director X \_\_\_\_\_ Date \_\_\_\_\_

Village Manager X W. T. Lichter Date 7/13/04

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.

**AGREEMENT**

This Agreement made by the Village of Lombard; Yorktown Holdings, L.L.C.; Yorktown Joint Venture, LLC; Long/Peterson Associates, LLC.; Wilder Companies, Inc.; Highland Yorktown, LLC; Carson Pirie Scott and Company; J.C. Penney Company; Von Maur, Inc. and their respective successors and assigns (hereinafter referred to as the "Sponsors") and K. Hoving R+D (hereinafter referred to as the "Recycler") on the 6th day of July, 2004.

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 11, 2004, the Village of Lombard (hereinafter referred to as 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 Yorktown Center, 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 6:00 AM to 11:00 A.M at the Yorktown Center parking lot east of Highland 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 Sponsors 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 30-cubic yard container service per the attached job specifications letter at a cost of \$350.00 (three hundred and fifty dollars) per 30-cubic yard container.

**Section 4:** The Recycler shall indemnify and hold harmless the Sponsors, 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. *K. Having R+D will be held harmless in the event of negligence MJ 7-6-04*

**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 each Sponsor 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:

Long/Pehrson Associates LLC  
203 Yorktown  
Lombard, Illinois 60148

and

Village of Lombard  
Attn: John Burg, Assistant Director of Public Works  
255 E. Wilson  
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]  
          Kevin J. Loerup  
Its Vice President

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

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

ATTEST:  
By: \_\_\_\_\_  
          Village Clerk

FOR YORKTOWN HOLDINGS L.L.C.,  
YORKTOWN JOINT VENTURE LLC.  
LONG/PEHRSON ASSOCIATES LLC  
WILDER COMPANIES, INC.,  
HIGHLAND YORKTOWN LLC  
CARSON PIRIE SCOTT AND COMPANY  
J.C. PENNEY COMPANY,  
VON MAUR, INC., and their respective successors and assigns

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

Their: \_\_\_\_\_

ATTEST:  
By: \_\_\_\_\_  
Their: \_\_\_\_\_

## AGREEMENT

This Agreement made by the Village of Lombard; Yorktown Holdings, L.L.C.; Yorktown Joint Venture, LLC; Long/Pehrson Associates, LLC.; Wilder Companies, Inc.; Highland Yorktown, LLC; Carson Pirie Scott and Company; J.C. Penney Company; Von Maur, Inc. and their respective successors and assigns (hereinafter referred to as the "Sponsors") and WEYERHAEUS SA (hereinafter referred to as the "Recycler") on the 7<sup>TH</sup> day of July, 2004.

**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 11, 2004, the Village of Lombard (hereinafter referred to as 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 Yorktown Center, 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 the Yorktown Center parking lot east of Highland 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 Sponsors 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 Sponsors, 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 each Sponsor 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:

Long/Pehrson Associates LLC  
203 Yorktown  
Lombard, Illinois 60148


and

Village of Lombard  
Attn: John Burg, Assistant Director of Public Works  
255 E. Wilson  
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

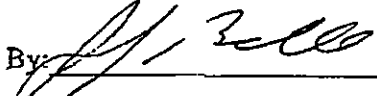
By: 

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

Its CHRIS HAGER, ACCT MGR

ATTEST:

ATTEST:

By: 

By: \_\_\_\_\_  
, Village Clerk

Its JOHN J BOAZELL, PLANT MGR

FOR YORKTOWN HOLDINGS L.L.C.,  
YORKTOWN JOINT VENTURE LLC.  
LONG/PEHRSON ASSOCIATES LLC  
WILDER COMPANIES, INC.,  
HIGHLAND YORKTOWN LLC  
CARSON PIRIE SCOTT AND COMPANY  
J.C. PENNEY COMPANY,  
VON MAUR, INC., and their respective successors and assigns

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

Their: \_\_\_\_\_

ATTEST:

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

Their: \_\_\_\_\_

## AGREEMENT

This Agreement made by the Village of Lombard; Yorktown Holdings, L.L.C.; Yorktown Joint Venture, LLC; Long/Pehrson Associates, LLC; Wilder Companies, Inc.; Highland Yorktown, LLC; Carson Pirie Scott and Company; J.C. Penney Company; Von Maur, Inc. and their respective successors and assigns (hereinafter referred to as the "Sponsors") and Acme Refining (hereinafter referred to as the "Recycler") on the 11 day of Sept., 2004.

**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 11, 2004, the Village of Lombard (hereinafter referred to as 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 Yorktown Center, 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.

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**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



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paid for said items to be recycled.

**Section 3:** The Sponsors 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 Sponsors, 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**

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|-------------|---|
| \$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 each Sponsor 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:

Long/Pehrson Associates LLC  
203 Yorktown  
Lombard, Illinois 60148

and

Village of Lombard  
Attn: John Burg, Assistant Director of Public Works  
255 E. Wilson  
Lombard, Illinois 60148

ACME REFINING

|    | DATE  | TIME  | TO/FROM     | MODE | MIN/SEC | PAGES | JOB# | STATUS |
|----|-------|-------|-------------|------|---------|-------|------|--------|
| 18 | 07/06 | 14:58 | 16326205982 | EC-S | 00'25"  | 001   | 158  | OK     |

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: Acme Refining

By: William J. Mueller, Village President

Its \_\_\_\_\_

ATTEST:

ATTEST:

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

By: \_\_\_\_\_, Village Clerk

Its \_\_\_\_\_

FOR YORKTOWN HOLDINGS L.L.C.,  
 YORKTOWN JOINT VENTURE LLC,  
 LONG/PEHRSON ASSOCIATES LLC  
 WILDER COMPANIES, INC.,  
 HIGHLAND YORKTOWN LLC  
 CARSON PIRIE SCOTT AND COMPANY  
 J.C. PENNEY COMPANY,  
 VON MAUR, INC., and their respective successors and assigns

By: Mr. D. Walker

Their: V.P. Sales

ATTEST:

By: Maria...

Their: Sales Rep.