

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

Resolution or Ordinance (Blue) _____
Waiver of First Requested Recommendations of Boards, Commissions & Committees (Green) _____
Other Business (Pink) _____ X

TO: PRESIDENT AND BOARD OF TRUSTEES

FROM: William T. Lichter, Village Manager

DATE: 8/29/07 (COW) (B of T) **Date:** September 6, 2007

TITLE: Recycling Extravaganza, Recycler Agreements (electronics, scrap metal and book recycling)

SUBMITTED BY: David Gorman, Assistant Director of Public Works *DDG*

BACKGROUND/POLICY IMPLICATIONS:

See Attached

FISCAL IMPACT/FUNDING SOURCE:

\$12.00 per TV / 2790.756420

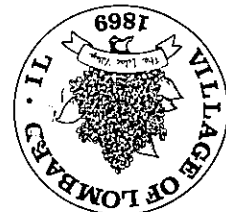
Review (as necessary):

Village Attorney X _____
Date _____
Finance Director X _____
Date _____
Village Manager X _____
Date 8/29/07

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.

070517



To: William Lichter, Village Manager
Through: Wes Anderson, Director of Public Works
From: David Gorman, Assistant Director of Public Works

Date: August 29, 2007

Subject: Approval of Recycling Agreements

Attached are Recycling Agreements with three vendors for the Recycling Extravaganza to be held at the Village Hall Complex on Saturday, September 15th. The Village Attorney wrote the original agreements which are substantially the same as last year with the exception that the book recycler has changed to CRI of Tennessee and the electronics recycler is Vintage Tech Recyclers. Vintage Tech will accept electronics at no charge, except for TV's which will be at a cost of \$12.00 per TV.

A simple motion is required to accept these agreements. I recommend approval. Please submit this item to the Board of Trustees for consideration at the September 6, 2007 meeting.

Recycling Extravaganza for recycling and to assist in distributing said items among participating recyclers.

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 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 15, 2007, 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 and Acme Refrining (hereinafter referred to as the "Recycler") on the 6th day of September, 2007.

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

AGREEMENT

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: 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: Thomas Zuma

By: William J. Mueller, Village President

Its Home Refining 8/24/07

8/24/07

ATTEST:

ATTEST:

By: _____

By: Brigitte O'Brien, Village Clerk

Its _____

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 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 15, 2007, 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

2007.

and CRL of Tennessee, Inc. (hereinafter referred to as the "Recycler") on the 6th day of September,

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

AGREEMENT

COPY

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
	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: 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: _____
 Its _____

By: _____
 William J. Mueller, Village President

ATTEST:

ATTEST:

By: _____
 Its _____

By: _____
 Brigitte O'Brien, Village Clerk

ELECTRONICS RECYCLING AGREEMENT

This Agreement made by the Village of Lombard (hereinafter referred to as the "Village") and Vintage Tech Recyclers of Plainfield, Illinois (hereinafter referred to as the "Recycler") on the 20th day of August, 2007.

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 15, 2007, 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 the Village Hall Complex, Lombard, Illinois for pick up by a electronics 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 at least two trucks, two drivers, one fork lift operator and one pallet jack available 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, electronics items that are brought to that location by persons wishing to have such items recycled.

Section 2: The Recycler shall take possession of, remove and dispose of the following items at no cost to the Village:

- (A) Computers & peripherals including PCs, mainframes, modems, printers, monitors, terminals, drives (CD, tape & floppy), plotters, mouse, keyboards, scanners, software discs & CDs.
- (B) Office equipment & products including telephones, phone systems, answering machines, typewriters, calculators, adding machines, fax machines, copy machines, pagers, shredders and postage machines.
- (C) Entertainment & visual equipment including VCRs, stereo equipment, cameras, camcorders, video game players and joysticks.
- (D) Miscellaneous items including humidifiers, power tools, all small appliances such as toasters, toaster ovens, blenders, blow dryers, curling irons, irons, electric knives and food processors.

Section 3: 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 4: The Village agrees to pay Recycler an amount of twelve dollars for each television collected at the Recycling Extravaganza.

Section 5: The Village shall provide one fork lift and volunteer workers to accept items

brought to the Recycling Extravaganza to assist in distributing said items among participating recyclers.

Section 6: 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 7: A certificate of insurance must be provided for the following coverage for 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: David Gorman, Asst. Dir. 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 _____

By: William J. Mueller, Village President

ATTEST:

ATTEST:

By: [Signature]
Its Wendy Brouse

By: Brigitte O'Brien, Village Clerk