

**FINISHED COMPOST SALES AGREEMENT**

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_ 199 , by and BETWEEN: THE COUNTY OF BEAVER (hereinafter "County"), a political subdivision organized and existing under the laws of the Commonwealth of Pennsylvania and \_\_\_\_\_, a Corporation organized and existing under the laws of the Commonwealth of Pennsylvania, with a mailing address of \_\_\_\_\_.

WITNESSETH:

**WHEREAS**, the County operates the Beaver County Yard Waste Compost Program (hereinafter - "County Program"), a municipal composting program currently consisting of a regional yard waste composting operation and mobile equipment which is used to process yard waste materials generated in Beaver County.

**WHEREAS**, a number of County municipalities currently operate or sponsor yard waste collection programs (hereinafter - "Municipal Programs"), consisting of drop-off and/or curbside collection utilizing municipal employees, or contracted collection and hauling services.

**WHEREAS**, the County desires Beaver County's Municipal Programs to cooperate with the County in the marketing of composting products in order to achieve stability and sustainability in the operation of their programs.

**WHEREAS**, the parties hereto desire to enter into an agreement whereby the County will sell and \_\_\_\_\_ will purchase composted materials (hereinafter - "compost") collected from the County Program and the Municipal Programs in accordance with the terms and conditions herein after set forth.

1. Quality and Quantity of Compost Collected from County Program

- a) \_\_\_\_\_ agrees to purchase from the County a minimum/maximum of \_\_\_\_\_ of \_\_\_\_\_.

Products include:

- Ground Wood Mulch
- Unground Leaf Mulch
- Unscreened Compost (decomposed yard waste materials).
- Screened Compost Product

b) For purposes of this Agreement; a short ton (“S.T.”) is equal to 2,000 lbs. of acceptable quality recyclables, and 5 (five) c.y. is equal to one short ton.

## 2. Municipal Programs

- a) Upon execution of an inter-governmental cooperation agreement with the County, a Municipal Program as a contract participant shall deliver their yard waste materials to the Compost Site. The County agrees to accept the yard waste for processing.

## 3. Price, Payment and Reporting

- a) The purchase price for each particular stream of compost products shall be determined in accordance with the following schedule attached hereto as Exhibit “A” incorporated herein by reference.

## 4. Term

- a) The term of the contract shall be one (1) year, beginning on \_\_\_\_\_ 199 , with the County having the option to renew the contract for two (2) additional one year periods. This option shall be exercised by the County by letter no later than ninety (90) days before the annual expiration date of the contract.

5. Notices

- a) Any notice required or permitted to be given pursuant to this Agreement shall be deemed to have been given if:
  - 1) delivered personally to the other party
  - 2) sent by United States Certified Mail, Postage prepaid, with return receipt to the addresses first listed below
  - 3) faxed or e-mailed with confirmation of delivery received
- b) Notices sent by mail shall be deemed to have been given on the date of mailing, except that changes of address shall be effective only when received. Notice given by fax shall be deemed to have been given on the date faxed.

If to the County:

(Mail)	Beaver County Department of Waste Management 469 Constitution Boulevard New Brighton, PA 15066 ATTN: Director
(FAX)	1 (724) 847-1058
(Phone)	1 (724) 843-9450

If to contractor:

(Mail)	_____ _____ _____
(FAX)	_____
(Phone)	_____

6. Miscellaneous

- a) This agreement shall be governed by the laws of The Commonwealth of Pennsylvania. This agreement contains the entire agreement and understandings

between the parties pertaining to the Product and supersedes any prior agreements, understanding or discussions between the parties concerning the Product. This agreement may not hereafter be added to, altered or modified except by written instrument signed by both parties. No delay or omission in the exercise of any right or remedy here under shall impair such right or remedy or be construed to be a waiver of or acquiescence in any default.

#### 7. Force Majeure

- a) Neither party shall be liable for any delay in or failure of performance hereunder due to any contingency beyond its reasonable control, including but not limited to an Act of God, explosion, accident, fire, drought, insurrections, riot, war, the public enemy, the acts or orders of government, freight embargo, transportation, power or labor.
- b) Such party shall be excuse without liability from the performance of this agreement while and to the extent that such party is delayed by one or more of such causes, and
- c) The performance of this agreement shall be resumed as soon as practicable after such disability is removed.
- d) Notwithstanding the above if such inability to perform by reason of such Force Majeure as described above shall continue for more than 60 consecutive days, then the party whose performance is not excused, shall have the right to terminate this agreement by giving five (5) days prior written notice of such termination to the party unable to perform its obligation under this agreement.

#### 8. Indemnification

- a) County will not be held responsible for any harm resulting from the use of compost products. Once accepted for delivery by \_\_\_\_\_ all liability and responsibility is to the receiving party. If the product is questionable then it should not be accepted by \_\_\_\_\_.  
The Contractor shall identify and hold harmless, the County for accidents which occur on County Yard Waste Sites and access roadways during transportation and loading activities.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be signed by duly authorized representatives as of the date and year first above written.

**BEAVER COUNTY**

BEAVER COUNTY  
BOARD OF COMMISSIONERS

Attest: \_\_\_\_\_  
Chief Clerk

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

Date: \_\_\_\_\_

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

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

**CONTRACTOR**

Witness: \_\_\_\_\_

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

Date: \_\_\_\_\_

Title: \_\_\_\_\_

APPROVED AS TO LEGAL FORM

FEDERAL IDENTIFICATION NUMBER

\_\_\_\_\_  
County Solicitor

\_\_\_\_\_  
2560001019

**EXHIBIT “A”**

**COMPOST PRODUCTS AND COMMODITY PRICING  
SCHEDULE**

<u>COMPOST PRODUCTS/COMMODITY</u>	<u>PRICE</u>
Untreated Ground Wood Mulch	\$1.00/cubic yard
Unground Leaf Mulch	\$1.00/cubic yard
Unscreened Compost	\$1.50/cubic yard