

# **SITE AGREEMENT**

## **Crawford County Recycling Drop-Off Program**

### **By and Between**

#### **CRAWFORD CENTRAL SCHOOL DISTRICT**

(Sponsor)

**and**

#### **CRAWFORD COUNTY SOLID WASTE AUTHORITY**

(Authority)

WHEREAS, the Authority and the Sponsor shall be committed to a spirit of cooperation toward the County Commissioners' Recycling Drop-Off Program, and through the program, will work together to benefit posterity, and each other by saving resources and energy, investing in local jobs and the community, and educating the public about the benefits of recycling; and

WHEREAS, the Crawford County Recycling Drop-Off Program shall be operated and administered by the Authority in cooperation with the Sponsor; and

WHEREAS, the Sponsor and the Authority both desire to enter into an agreement for the continuation of the Recycling Drop-Off Program,

NOW THEREFORE, in consideration of their mutual promises and intending to be legally bound, the parties agree as follows:

1. Location: The Sponsor shall select the site for placement of the recycling containers, taking into account site access for the public, service vehicles, visibility traffic flow, and safety.
2. Improvements to Premises: Upon approval by the other party, the Authority and/or Sponsor may make improvements to the premises for the purpose of safety, public education, aesthetics, and beautification.
3. Open Hours: The site and containers will be open to the public 24 hours a day, seven days a week-- unless mutually agreed upon.
4. Schedule for Collection: The Authority shall empty the drop-off recycling containers a minimum of twice per week. The Authority reserves the right to adjust the collection frequency as needed. If the containers are filled before the next regular scheduled collection, the Sponsor shall notify the Authority. The Authority shall respond to such notification of the need for an unscheduled collection.
5. Materials: The Authority shall determine the materials that can be recycled in the program and the manner in which persons should prepare them for recycling. The Authority shall be owner of all recyclable materials deposited in the recycling containers.

6. Public Education: The Authority and Sponsor shall educate residents about the program. Information disbursed in the public education shall include, at a minimum: acceptable materials, preparation of materials, and recycling site locations. The Authority shall supply the Sponsor with educational materials for use by the Sponsor.
7. Collection Equipment: The Authority shall furnish, operate and maintain all equipment required for the operation of the Recycling Drop-Off Program. The Authority shall educate the public by use of signs and labels on each container to show where recyclables belong.
8. Manner of Collection and Transportation: The Authority or its Agent shall collect materials in such a way so as to not disturb traffic flow or cause public inconvenience. The Authority or its Agent shall collect recyclables in vehicles which are suitable for such collection and transportation.
9. Access and Maintenance of Drop-Off Site: The Authority shall be responsible for maintaining the containers and all signs and identifying labels on drop-off containers. The Authority shall return to original state any damage to the site caused by the operation of recycling collection equipment. The Sponsor shall be responsible for maintenance of safe walkways, the driving area around the site, periodic litter and debris removal, and snow removal. To reduce the need for special collections, the Sponsor may push back materials from the public access side of the bin to the rear of the bin.
10. Complaints: The Sponsor shall contact the Authority within 24 hours or, as soon as possible, to report concerns about overflowing containers, damage to the containers or site, traffic hazards, and any other condition that needs attention.

The Authority shall contact the Sponsor within 24 hours or as soon as possible to report complaints concerning blocked containers, piled snow, or any other condition that the Authority deems requiring immediate attention.

In the spirit of cooperation, effective communication is important. The Authority and Sponsor shall respond to all concerns or complaints received in a reasonable and timely manner.

11. Term: The Authority and the Sponsor shall honor the terms of this Agreement until the last day of February, 2020. In the month prior to the termination date, notice shall be given of intent to renew, re-negotiate or terminate the agreement.
12. Insurance: The Authority shall maintain the insurance coverage for the containers.
13. Default: If either party fails to perform their obligations under this Agreement and such failure or refusal is not corrected within thirty days after written notice thereof, then the other party, by written notice, may terminate this Agreement.
14. Indemnification: Except in the case of breach or default in the performance of any obligation under this Agreement, each party shall indemnify and hold harmless the other party, and nothing in this Agreement shall be construed as imposing any liability on them for any loss, cost, expense, (including reasonable attorney's fees), or any claims, suits, actions, or damages arising from using the premises.
15. Amendment: This Agreement shall not be amended or modified except by a written signed instrument signed by the Sponsor and the Authority.
16. Act 101 Performance Grants: If the Sponsor is a municipality, the municipality shall grant the Authority the right to apply for and receive all of the municipality's Act 101 performance grant monies available from the State for materials collected through the Crawford County Recycling Drop-Off Program. All performance grant funds received shall be used to operate the Crawford County Recycling Drop-Off Program.

17. Communication and Notices: For daily communications, the Sponsor will identify one person who shall be their contact. Any notice to be given by either party to the other in connection with this Agreement shall be in writing and delivered by certified mail, return receipt requested, to the addressee listed below, and shall be effective upon receipt:

**To the Sponsor:**

Name & Title: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

E-mail: \_\_\_\_\_

**To the Authority:**

Crawford County Solid Waste Authority  
Brenda Schmidt, County Recycling Coordinator  
25938 Eureka Road  
Edinboro, PA 16412  
brenda@countyrecycling.com  
814-333-7366 (phone)

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IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seal this  
\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

Attest:

\_\_\_\_\_

For the Sponsor:

\_\_\_\_\_

Signature

\_\_\_\_\_

Name

\_\_\_\_\_

Title

Attest:

\_\_\_\_\_

Gloria Shields, Secretary

For the Authority:

\_\_\_\_\_

Betty Sherman, Chair