

Resolution No. R-04-2023
Adopted: February 13, 2023

**A Resolution of the Mayor and Kensington Town Council Authorizing a
Contract with Compost Crew for Composting services.**

WHEREAS, the Town is seeking provide a food waste diversion option to reduce solid waste taken to the landfill that is free to residents of the Town; and

WHEREAS, such a program should maximize the environmental efficiency and effectiveness of this diversion option and provide a clean, attractive and effective solution; and

WHEREAS, Compost Crew provides composting services to local governments; and

WHEREAS, Compost Crew has proposed a composting system that includes provision of two 65-gallon bins collected once a week at the Town Hall with quarterly bin swapping to maintain cleanliness and Monthly Impact Reports to document the volume of waste being diverted and growth in participation in the program; and


WHEREAS, the Mayor and Council have determined that it is in the public interest to authorize the Town to enter into a contract with Compost Crew for this composting system on the terms and conditions set out in the attached Exhibit A.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of Town of Kensington that the Town Manager be and is hereby authorized to enter into a contract in substantially the form attached as Exhibit A.

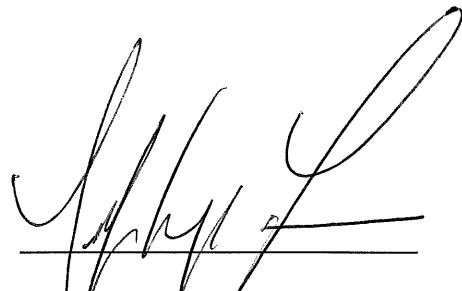
ADOPTED by the Town Council of Kensington, Maryland at the regular public meeting assembled on the 13th day of February, 2023.

EFFECTIVE the 13th day of February, 2023.

ATTEST: TOWN OF KENSINGTON, MARYLAND

By: 

Susan C. Engels, Clerk – Treasurer


Tracey C. Furman, Mayor



February 7, 2023

Matt Hoffman
Town of Kensington
3710 Mitchell Street
Kensington, MD 20895

Food Scrap Collection Proposal for Town of Kensington

It is our pleasure to present you with a proposal for collecting the food scraps dropped off by residents of the Town of Kensington at the following location:

Location	Address	Bins		Collections per week
		#	size	
Kensington Town Hall	3710 Mitchell Street	Two (2)	65-gallon	Once per week

Compost Crew is the mid-Atlantic's largest food scrap recycler, with approximately twelve million pounds of food waste collected annually. Every week, our team of experienced professionals serves thousands of area businesses, organizations, residences and municipalities. We are confident in our ability to fulfill your food scrap collection needs.

We propose to collect over three quarters of a ton of food scraps each month, according to the schedule outlined above beginning on [TBD]. The cost for these services is as follows:

More information on the pricing and the benefits to the Town of Kensington can be found in the detailed sections of the proposal below. We appreciate you taking the time to review our proposal.

Town of Kensington Objectives

Based on our discussions, we understand that your key priorities for this food scrap collection program are:

1. Provide a food waste diversion option that is free to residents of the Town
2. Maximize the environmental efficiency and effectiveness of this diversion option
3. Provide a clean, attractive and effective solution

Compost Crew Recommendations

Based on what we've heard from you, we would recommend the following service levels for the Town of Kensington.

Drop-off: residents bring their own organics to a centralized location.

- **Collection bins:** 2x65-gallon bin collected once a week
- **Premium services:** Liner Swapping helps keep bins clean but does not work well for unsupervised drop-off. A better solution to maintain cleanliness is **quarterly bin swapping**. The fee for this service is \$85 per service. We also provide **Monthly Impact Reports** that help to document the volume of waste being diverted and growth in participation in the program.

Benefits to the Town of Kensington

Signing up with Compost Crew will benefit your Town in a number of ways:

- **Waste Reduction:** Our customers typically find that composting reduces their traditional waste volume by 25-40%. With our data analysis services, we can report the volume of waste diverted by your residents.
- **Great Service:** Compost Crew operates our own trucks seven days a week, providing reliable, on-time collection of your compostable waste on a convenient schedule.
- **It's Cleaner:** Separating out food and other compostables makes your waste stream cleaner, reducing the smells and pests associated with mixed garbage.

What's more, composting is a more sustainable approach to waste that benefits the local environment. Keeping food waste out of the landfill reduces greenhouse gas emissions, enriches the local soil and protects our watersheds.

In short, Compost Crew makes it easy for the Town of Kensington to become more sustainable.

Base Pricing

The base pricing for your food scrap collection services by location is as follows:

Location	Address	Bins		Collections per week	Monthly price
		#	size		
Kensington Town Hall	3710 Mitchell Street	Two (2)	65-gallon	Once per week	\$230.00

Bin Delivery Fees

There is a one-time bin delivery fee of \$55.00 to deliver the bins as specified in this proposal.

Premium Services

The pricing for the recommended premium services is as follows:

Service	Description	Frequency	Price
			Town Hall
Bin Swap	Compost Crew will swap bins quarterly to maintain good sanitation standards	Quarterly	\$85
Weight Reporting	Weight diversion reports	Monthly	Included

It is expressly understood and acknowledged by the Parties hereto that the fees payable hereunder shall be paid in the gross amount, without reduction for any Federal or State withholding or other payroll taxes, or any other governmental taxes or charges. The Parties hereto further recognize that Compost Crew, as an independent contractor of the Customer, is responsible for directly assuming and remitting any applicable Federal or State withholding taxes, estimated tax payments, Social Security payments, unemployment compensation payments, and any other fees, taxes, and expenses whatsoever. In the event that Compost Crew is deemed not to be an independent contractor by any local, state or federal governmental agency, Compost Crew agrees to indemnify and hold harmless the Customer for any and all fees, costs and expenses, including, but not limited to, attorneys fees incurred thereby.

About Compost Crew

Compost Crew is a locally-owned organics recycling business that offers simple, clean and convenient composting to thousands of businesses, organizations and residences throughout Maryland, Virginia, and Washington, D.C. Our team members are dedicated to the mission of protecting the planet, reducing waste, and building community wealth. We are committed to recovering compostable refuse, reducing dependence on landfills and incinerators, and revitalizing our soils.

Please reach out to me at alan@compostcrew.com or call (202) 468-8021 if you have any questions about this proposal. The full team at Compost Crew is ready to earn your business and we look forward to partnering with you to meet your food scrap collection needs.

Sincerely,
Alan Van Order

COMPOST CREW CUSTOMER AGREEMENT - SIGNATURE PAGE

By signing below, the Customer agrees to and accepts the details of the sales proposal contained in this document, including the terms and conditions attached in Schedule A. Contract is effective as of the date signed by the customer representative.

Customer Representative:
Town of Kensington

Compost Crew, Inc.:

_____	_____
Tracey C. Furman, Mayor	Signature

_____	_____
Print Name	Print Name

_____	_____
Title	Title

_____	_____
Date	Date

SCHEDULE A - STANDARD TERMS AND CONDITIONS

Services Rendered. Compost Crew Inc. agrees to furnish food scrap collection and disposal services and/or equipment specified herein and customer agrees to make payments as provided herein and abide by the terms and conditions of this agreement.

General Collection Terms.

- Compost Crew will empty the agreed upon number of organics bins at the agreed upon frequency.
- The collection bins must be available for pickup 24 hours/day on the defined pickup day(s). A time window of no less than 6 hours may be added to a stop for an additional fee.
- The Customer is responsible for maintaining the cleanliness of the bins. For an additional fee, Compost Crew will do a simple washout to clean out the bins on a quarterly basis.
- Compost Crew strongly advises the use of BPI certified compostable liners. For an additional fee, Compost Crew will line the collection bins at each pickup.

Waste Material and Contamination. The waste material to be collected and disposed of by Compost Crew pursuant to this agreement is limited to food waste and other organic material that is accepted by the compost facility. For a complete list of acceptable items visit <https://compostcrew.com/thelist/>. Compost Crew reserves the right to refuse to collect any loads that are contaminated with non-compostable material. Compost Crew may also charge a contamination fee of **\$150.00** per pickup if drivers need to sort out contaminated material in order to complete a pickup.

Duration. This agreement is for a term of one (1) year, starting on the Effective Date, defined as the date the agreement is signed by both parties, and will be renewed every year for successive one year periods without further action by the parties. Should the Customer terminate this agreement prior to the end of the term, Customer agrees to pay Compost Crew damages equal to the basic monthly charge multiplied by the months remaining on a one year contract.

The agreement may be terminated for a breach of the agreement, provided the breach is not remedied in fourteen (14) days after notice.

The Customer can temporarily suspend services for office closures, holidays, or similar reasons. If services are suspended, Compost Crew will charge \$10/bin/month, and the term of the agreement will be extended by the duration of the suspension.

Payments. Compost Crew invoices are sent electronically to an email address provided by the Customer. Customer shall pay Compost Crew in advance according to the terms agreed in the proposal above for the services and/or equipment furnished by Compost Crew in accordance

with the charges and rates provided for herein. Payment shall be made by Customer to Compost Crew within thirty (30) days of the receipt of an invoice from Compost Crew. The preferred method of payment is ACH. Invoices that must be submitted via other means than email or payments other than ACH may be subject to a monthly fee.

Compost Crew may impose, and Customer agrees to pay a late fee of 5% for all past due payments. In the case of payment in advance of service Customer shall be entitled to a credit for unprovided service. Unprovided service includes scheduled collection not provided because of collector's failure and which the customer reports to the collector within (24) hours. Customer shall not be entitled to a credit for service not provided because of severely inclement weather, legal holidays or other days on which the disposal facility is closed, inaccessibility to container, failure of customer to pay a bill when due, or in the case of unprovided service not reported by customer to the collector within 24 hours of scheduled collection.

Status of Compost Crew

The Compost Crew shall perform the services described herein as an independent contractor and not as an employee of the Customer.

Insurance and Indemnification

Compost Crew will purchase from insurance companies authorized to do business in Maryland, and maintain during the entire term of the Agreement, comprehensive general liability insurance, automobile liability insurance, and workers' compensation insurance with limits of not less than those set forth below. On each policy, Compost Crew will name the Customer as an additional insured, with the exception of the workers' compensation, and will provide an additional insured endorsement.

A. Comprehensive General Liability Insurance:

Combined single limit liability insurance with a limit of \$2,000,000

All insurance shall include completed operations and contractual liability coverage.

B. Automobile Liability Coverage: Automobile insurance with a combined limit of \$2,000,000 for each occurrence/ aggregate.

C. Workers' Compensation Insurance: Compost Crew shall comply with the requirements and benefits established by the State of Maryland for the provision of Workers' Compensation insurance. Compost Crew shall provide workers' compensation insurance meeting the statutory limits for Maryland and Employers' Liability limits of \$500,000. All corporations are required to provide Workers' Compensation coverage.

The Compost Crew will covenant to maintain insurance, in these amounts, which will insure all

activities undertaken by Compost Crew on behalf of the Customer under this Agreement. Copies of the certificates of insurance and additional insured endorsements for all required coverage shall be furnished to the Customer within ten (10) days following the execution of this Agreement and prior to commencement of any Services. The Customer shall receive 30 days prior notice of any reduction or elimination of the insurance coverage required herein.

Provision of any required insurance does not relieve Compost Crew of any of the responsibilities or obligations assumed by the Compost Crew in the contract awarded, or for which the Compost Crew may be liable by law or otherwise. Provision of such insurance is not intended in any way to waive the Town's immunities or any damage limits applicable to municipal government as provided by law.

Provision of any insurance required herein does not relieve Compost Crew of any of the responsibilities or obligations assumed by the Compost Crew in the Agreement awarded, or for which the Compost Crew may be liable by law or otherwise. Provision of such insurance is not intended in any way to waive the Town's immunities or any damage limits applicable to municipal government as provided by law.

Liability for Equipment. Customer acknowledges that it has the care, custody and control of equipment owned by Compost Crew and accepts responsibility for the equipment and its contents except when it is being physically handled by employees of Compost Crew. Therefore, subject to and without waiving common law and other governmental immunities and the provisions of §5-301 et seq. and §5-507, Local Government Tort Claims Act, Courts and Judicial Proceedings Article, Annotated Code of Maryland, customer expressly agrees to defend, indemnify and hold harmless Compost Crew from and against any and all claims for loss or damage to property or injury or death of person or persons, resulting from or arising in any manner out of the customers use, operation or possession of any equipment furnished under this agreement.

Compost Crew is entitled to charge a reasonable fee to replace any damaged or lost equipment.

Compost Crew shall indemnify and save harmless the Customer, its officers, agents, servants, and employees, from all suits, actions, and damages or costs of every kind and description arising directly or indirectly out of the performance of the Agreement, including attorneys' fees, whether caused by negligent or willful actions or omissions on the part of Compost Crew, its agents, servants, subcontracts and employees.

Right to Cure. Compost Crew will be given 48 hours during the working week to rectify any complaints including alleged missed pick-ups.

Disposal Fee and Fuel Price Adjustments. Compost Crew reserves the right to adjust the monthly price based upon increases in disposal fees and fuel costs. Compost Crew will give Customer thirty (30) days' notice prior to any such change.

Other Rate Adjustments. Compost Crew may adjust its rates annually upon renewal for reasons other than dump fee and fuel adjustments, but any other such adjustments that results in a percentage increase greater than the percentage increase in the local consumer price Index for urban wage earners and clerical workers (all items) published by the U.S .Department of Labor statistics, since the date of the last such adjustment (or since the date of execution of this agreement, in the case of the first such adjustment) shall be subject to the customers approval upon thirty (30) days' notice prior to the effective date of this adjustment.

Overage Fees. The price quoted and agreed accounts for the estimated weight quoted in the proposal and the amount of waste that fits in the bins provided by Compost Crew. Compost Crew reserves the right to charge overage fees for amounts of waste that exceed the monthly weight estimate and/or waste that is loaded over the top of the rim of the container.

Changes. Changes in the rates, the type, size and amount of equipment and the frequency of service may be agreed to in writing via email or a contract amendment by the parties without affecting the validity of this agreement. All changes to this agreement must be in writing and signed by both parties to be effective.

Excused Performance. Neither party hereto shall be liable for its failure to perform hereunder due to contingencies beyond reasonable control including, but not limited to strikes, riots, fires and other force majeure events. Compost Crew reserves the right to suspend collection during severe inclement weather and all legal holidays.