

Peels & Wheels Composting LLC 496 Whitney Ave, Apt 3C New Haven, CT 06511 | 203-4448955

Service Contract for Composters Terms and Conditions

Thank you for your interest in Peels & Wheels Composting! We strive to provide our composters with the best possible service, and we are committed to subscriber satisfaction. These Terms and Conditions formalize the arrangement between **Peels and Wheels Composting LLC** and you, the **Composter**, after you register for the program at: <u>https://www.pwcomposting.com/sign-up</u>

Please read the following carefully before agreeing with the terms. Let us know if you have any questions by emailing <u>dmedina@pwcomposting.com</u>.

Peels and Wheels Composting LLC responsibilities

- 1. After registration, Peels and Wheels Composting will send a welcome email to the Composter specifying the day of the week that Peels and Wheels Composting will deliver the Composter's bin ("Initial Bin Drop Day"). The email will also provide information regarding Composter's online account that can be used to access service and billing history, reporting missed pick ups, service calendar, skip service and service terms.
- 2. On Initial Bin Drop Day, Peels and Wheels Composting will deliver a clean, unlined, compost bin with lid (depending on household size and estimated volume output) to the Composter's registered address:
 - 2.4-gallon bin for 1 or 2 people in the household
 - 3.5-gallon bin for 3 to 4 people
 - 5-gallon bin for 5 people or more
- 3. On Initial Bin Drop Day, Peels and Wheels Composting will send an email stating that the delivery of the bin has been completed. The Composter will be asked to confirm receipt of the bin. Following confirmation of receipt, collection services will begin.
- 4. Collection will begin the week after Initial Bin Drop Day, or two weeks after if you are subscribed as "every other week" service.
- 5. Once a week, on Pick Up Day, Composter's bin is expected to be placed at the agreed upon pick-up location before 9am. Peels and Wheels Composting will remove the contents of the bin between 9am 1pm, leaving the bin with the Composter. Pick Up Day is determined by Peels and Wheels according to optimal design routes for different areas.
- 6. The compost program will operate all year round.
- 7. During extreme weather conditions, unsafe road conditions, holidays, or other considerations, Peels and Wheels Composting reserves the right to suspend collection and reschedule. Notice will be sent 24 hours prior to Pick Up Day to all affected residents. In the case we cannot reschedule or collect, the pick-up fee for that week will be credited to the Composter on the

next invoice.

- 8. Peels and Wheels Composting reserves the right to change the pickup day as needed for logistic purposes. Notice will be sent 24 hours in advance of the change.
- 9. If the Composter misses a Pick Up Day whether by opting to "SKIP" service, forgetting to place the bin in the pick-up location, or otherwise, Peels and Wheels Composting LLC will not provide "make-up" collection. Service will resume on Pick Up Day of the following service week.
- 10. If specifically requested upon sign-up, Peels and Wheels Composting will provide each Composter with up to 6 cubic feet of finished compost per year depending on the amount of compost that is produced and the size of the Composter's planting area. The distribution will occur once in the spring and once in the fall on a day that will be communicated in advance via email. Composters may pick up the compost at New Haven Farms' Phoenix Press Farm at: 15 James Street, New Haven, CT 06513.
- 11. For your information, compost is valued at about \$7.50 per cubic foot. Peels and Wheels Composting test their compost for quality assurance every two years. At the Composter's request, Peels and Wheels Composting will share a copy of the test results.
- 12. If composters need more compost than provided, they can purchase it at a discounted price per cubic foot.

Composter responsibilities

- 1. Place the bin at the agreed upon pick-up location before 9am on Pick Up Day. Composters must comply with building regulations or instructions from building managers related to the placement of bins.
- 2. All containers must be closed for management, health and safety reasons. Peels and Wheels Composting <u>will not collect</u> compostable material exceeding the size of the bin provided. If the Composter expects their bin contents will exceed the size of their bin in a certain week, they may notify Peels and Wheels Composting in advance by emailing <u>dmedina@pwcomposting.com</u>, and Peels and Wheels Composting will try to accommodate.
- 3. Composters are responsible for the maintenance of their bins. Peels and Wheels Composting requests that Composters clean their bins as needed, tightly secure the lid on the bins on Pick Up Day, to avoid rainwater and potential nuisances.
- 4. Avoid leaving bins outside overnight during winter months when freezing temperatures could damage the bins.
- 5. No liner is required, but if the Composter prefers, compostable bags or newspaper may be used to line the bin.
- 6. Composters are responsible for minimizing the risk of bins being stolen. If the bin is stolen once, Peels and Wheels Composting will assume the cost of replacement of the bin. If a Composter's bin is stolen a second or subsequent time, the Composter will cover the entire cost of replacement.
- 7. Only place compostable materials in the bin. Compostable materials are all food scraps

(organic matter that is plant and animal based), including the following:

YES (these items may be placed in the bin)

- Starches: bread, pastries, pancakes, pasta, rice, beans, crackers and grains
- Fruits and vegetables (table scraps peels and cores) avoid stickers
- Cheese, yogurt, eggs, eggshells
- Meat, poultry, seafood, bones, table scraps
- Nuts, shells
- Food soiled fibers (paper towels, napkins)
- Cardboard food containers (non-waxy)
- Compostable plates, bowls, cups that do not contain PFAs*
- Coffee grounds, coffee filters, loose tea and tea bags (no staples)
- Wooden coffee stirrers, chopsticks, toothpicks
- o Small yard clippings that have not been treated with pesticide, herbicide or fungicide

Do not place any non compostable materials in the bin, including the following:

NO (the following items are NOT compostable and should not be placed in the bin)

- Plastic (including plastic wrap, tapes, plastic straw)
- Metal / foil
- Flowers from flower shops or from gardens that use pesticide, herbicide or fungicide
- Grass clippings to which pesticides or fertilizer has been applied
- Stickers
- Rubber bands
- Glass
- Styrofoam
- Waxy paper
- o Latex
- Cleaning liquids or soiled materials (clorox, solvents, alcohols, etc.)
- Large amounts of oil, grease, or liquids
- Compostable plates, bowls, or cups that contain PFAs*
- o Baby diapers
- o Clothing
- Anything else that doesn't biodegrade

For further information please go to <u>www.pwcomposting.com</u> or email <u>dmedina@pwcomposting.com</u>.

*Guidelines related to compostable materials and PFAs can be found at <u>https://www.ceh.org/ceh-report-avoiding-hidden-hazards-purchasers-guide-safer-foodware/</u>.

Payment

Residential Subscription Plans

	Service fee	Fee /month*	Tax	Price	Schedule
Pick Up	\$7.5	\$30.56	\$1.94	\$32.50	
(Weekly)					
Pick Up	\$10	\$40.75	\$2.59	\$43.34	Monthly
(Weekly) w/extra					Quarterly
3.5 gallon					Semi annually
Pick Up	\$12	\$48.90	\$3.11	\$52.01	Annually
(Weekly) w/extra					
5 gallon					
Pick Up	\$10	\$20.37	\$1.29	\$21.66	
(Every Other Week)					
Drop Off	\$4	\$16.30	\$1.04	\$17.34	
(Weekly)					

*prorated to have a regular monthly payment considering 4 months during the year that have 5 weeks.

Commercial Subscription Plans

	Service fee	Fee /month*	Tax	Price	Schedule
Restaurant	\$12 / 18 gallon bin	\$48.90	\$3.11	\$52.01	
(Weekly)					Monthly
School	\$12 / 18 gallon bin	\$48.90	\$3.11	\$52.01	Quarterly
(Weekly)					Semi annually
Office	\$7.5 / 5 gallon bin	\$30.56	\$1.94	\$32.50	Annually
(Weekly)					

*prorated to have a regular monthly payment considering 4 months during the year that have 5 weeks.

- 1. During sign-up, Composters will set up a StopCheckr account to manage their service. Composters will have the option during the set-up process to pay via Stripe with automatic payments applied to the Composter's credit card. Alternatively, Composters may elect to pay invoices with other forms of payment including ACH (Bank to Bank using their routing and account number) payment and regular checks.
- 2. Physical checks must be mailed to Peels and Wheels Composting LLC, 496 Whitney Ave Apt 3C, New Haven, CT 06511. Note that physical checks will require additional processing time.
- 3. After the Composter receives a new invoice via StopCheckr, the Composter will have up to 10 days to remit payment. Reminders will be sent. If payment is not remitted within the month, the service will be suspended.
- 4. If for any reason a Composter's bin is not placed in the agreed upon pick-up location on Pick Up Day, it will be considered MISSING, meaning a Peels and Wheels Composting representative passed by to collect after 9am and did not find a bin. MISSING will be charged as service provided. If the Composter misses a pick up, they should log into their StopCheckr account and report a missed pick up. Peels and Wheels Composting will then endeavor to

collect the following morning.

- 5. If Composters wish to temporarily suspend services due to travel or other reasons, they may do so via their StopCheckr account (up to 5 weeks in advance). If Peels and Wheels Composting is notified of a "SKIP", Peels and Wheels Composting through StopCheckr will credit the week(s) to the Composter's next invoice. A \$1 maintenance fee will be charged for every "SKIP". Peels and Wheels Composting LLC must be notified of a "SKIP" at least 24 hours in advance of Pick Up Day so as to remove it from the scheduled route.
- 6. If a Composter needs to SKIP service for more than a month please notify Peels and Wheels by email to temporarily stop the service.
- 7. After each pick up event, Composters will receive an email notification from StopCheckr, confirming the status of service.
- 8. Composters with a 2.4 gallon bin size (1 or 2 people in the household) may opt for pick-up every other week.
- 9. Composters opting for the drop-off option may not opt for every other week.
- 10. Peels and Wheels Composting will send receipt for each payment via StopCheckr. Composters may view their service history and payment records at any time via their StopCheckr account (<u>https://accounts.pwcomposting.com</u>).
- 11. Composters may pay for multiple months (quarterly, semesterly, or yearly) in one payment by indicating this at the time of their registration. Composters may contact Peels and Wheels Composting at any time by emailing <u>dmedina@pwcomposting.com</u> to change their payment frequency.
- 12. If Peels and Wheels Composting is unable to process payment due to insufficient funds, service will be suspended until the Composter's past due balance is paid.

Moving, Suspension or Termination of Service

- 1. Any matters relating to the cancellation or suspension of service must be communicated via email to <u>dmedina@composting.com</u>.
- 2. Composters moving to another property can take their container with them if moving within the service area. Composters must provide 7 days' notice of a change of address.
- 3. Composters must provide Peels and Wheels Composting 7 days' notice for termination of service or temporary suspension of service lasting longer than one month. Any prepaid pickups will be refunded on a pro-rated basis.
- 4. Either the Composter or Peels and Wheels Composting may end this agreement at any time and for any reason with 7 days written notice.

Referrals

Current Composters receive a month of free service for getting a friend or neighbor to sign up for the

service. The current Composter will receive a credit to their next invoice according to the service-level specified in their account after the new Composter completes the sign-up process and lists the current Composter as their referral.

Confidentiality and Warranty

Peels and Wheels Composting LLC and its employees, agents, and representatives will keep all subscriber information confidential. Further, Peels and Wheels Composting LLC will provide the services listed in this agreement and meet its obligations using the same or better standards of care used by other service providers in the area.

Limitation of Liability

Peels and Wheels Composting LLC is not responsible for the safety and maintenance of the bins after Initial Bin Drop Day and asks Composters to take care of their bins. Peels and Wheels Composting LLC is not responsible for the contents and use of the compost it provides. Though Peels and Wheels Composting LLC is careful in composting practices (including removing non-compostable materials, and sifting the final product), it's up to the Composter to make sure compost is used appropriately.

Governing Law

These terms and conditions and the transactions contemplated hereby shall be governed by, construed and interpreted in accordance with, the laws of the State of Connecticut, U.S.A.