

VILLAGE OF ORLAND PARK

WASTENOT EXCLUSIVE FRANCHISE AGREEMENT FOR FOOD SCRAP COMPOSTING

This **AGREEMENT** is dated as of the ____ day of _____, 2026 ("**Agreement**"), and is by and between the **VILLAGE OF ORLAND PARK** ("**Village**"), an Illinois home rule municipality, and WasteNot, Inc., an Illinois corporation ("**WasteNot**"). For convenience, the Village and WasteNot are sometimes referred to as "**Parties**" and a "**Party**."

IN CONSIDERATION OF the recitals and the mutual covenants and agreements set forth in the Agreement, and pursuant to the Village's authority, the parties agree as follows:

SECTION 1. SCOPE OF SERVICES.

A. Services. WasteNot agrees to perform and provide the collection, transportation, and composting of all food scrap and similar commercially compostable items placed for collection on a voluntary basis by Eligible Properties in the Village, as described more fully in WasteNot's proposal, a copy of which is attached as **Exhibit A** to this Agreement ("**Proposal**"). WasteNot represents it is financially solvent, has the necessary financial resources, and is sufficiently experienced and competent to perform and complete the services set forth in the Proposal ("**Services**") in accordance with the standards of practice, care, and diligence practiced by recognized companies performing services of a similar nature in existence at the time of performance. The representations and certifications expressed are in addition to any other representations and certifications expressed in this Agreement, or expressed or implied by law, which are reserved to the Village.

B. Term. The term of this Agreement is for a period of one (1) year, commencing on _____ and terminating on _____ with the option to renew this Agreement for up to three (3) one-year terms thereafter. Notwithstanding any other provision hereof, the Village may terminate this Agreement at any time upon 30 days prior written notice.

SECTION 2. WASTENOT'S OBLIGATIONS.

A. Eligible Properties. WasteNot is responsible for making the Services available to all eligible properties within its operational capacity and available resources. This includes residential services ("**Eligible Properties**").

B. Subscription Services. WasteNot agrees to provide Services to Eligible Properties through a subscription service ("**Customers**").

C. Billing and Rates. WasteNot is responsible for billing, invoicing, and collecting payment from Customers for all Services at the rates identified in **Exhibit B**. The amount billed in the invoice must be based on the rates WasteNot uses for other communities and agreed upon prior by the Village. The Village is not responsible for the costs associated with the Services that WasteNot provides to Customers. The costs for Services are solely the responsibility of Customers who subscribe to WasteNot's Services.

D. Advertising Services. WasteNot will cooperatively work with the Village to advertise the Services to Eligible Properties.

E. Collection Services.

1. Limitations on Hours of Collection Services: The hours of operation for WasteNot's provision of Collection Services are restricted to the hours of 7:00 a.m. and 5:30 p.m.
2. Limitations on Days of Collection Services. WasteNot must provide Collection Services on days approved by the Village.
3. Holidays. WasteNot must recognize the annual holiday schedule approved by the Village and perform Collection Services on alternate days if needed to accommodate the Village's holiday schedule. WasteNot must recognize the holiday schedule approved by the Village attached as **Exhibit C**, and, if one or more of the holidays falls on a regularly scheduled collection day, WasteNot shall perform Collection Services one (1) calendar day after the holiday.

F. Containers.

1. Containers and Signage. WasteNot is responsible for providing containers to all Customers. Containers must bear water-proof signage approved by the Village. Signage must identify which type of waste is acceptable for disposal in containers and what type of waste is not acceptable for disposal.
2. Container Swap Collection Approach. WasteNot must swap each container for a cleaned replaced container each and every time a stop is completed, for any and all containers to be serviced. WasteNot may not return the same tipped container to the Customer's property following collection.
3. No limit on Containers. There will be no limit on the number of containers a Customer may place for collection by WasteNot.
4. Failure to Collect Container(s) Materials. If WasteNot fails to collect, transport, or process materials due to a Customer including prohibited materials, WasteNot agrees to implement an informational card or sticker system or take similar proactive communications to explain the reason for non-collection. WasteNot shall promptly investigate and attempt to resolve all complaints made known to WasteNot of missed collections and shall arrange for collection of missed collections found to be valid within twenty-four (24) hours after a complaint or notification is received.
5. Point of Collection. WasteNot shall collect containers placed at the curb (or edge of pavement where there is no curb) of the public street in front of the residence to be served or at the front door of the residence to be served. WasteNot shall be responsible for swapping and replacing Customers' containers at the same location WasteNot picks up such containers.

G. Service Calls. WasteNot must maintain a local office telephone for the receipt of service calls or complaints and must have staff available for calls on business days from 7:00 a.m. to 5:00 p.m.

H. Data Collection. WasteNot must provide to the Village a monthly accounting statement detailing and certifying the amount of weights/gallons/volume of materials collected and the number of active Customer accounts. Such data must be provided to the Village in an editable format such as Word or Excel.

I. Disposal. WasteNot must transport for processing all Food Scrap and Acceptable Compostables (as defined in the Proposal) collected pursuant to this Agreement to a licensed facility. These materials must not be co-mingled with any other waste from any other community besides the Village, unless and until the weight of materials collected strictly from the Village has been measured and recorded. WasteNot shall at all times use disposal methods that are in compliance with all Federal, State, County, and local laws, ordinances, and regulations.

SECTION 3. INDEMNIFICATION; INSURANCE.

A. Indemnification. WasteNot proposes and agrees that WasteNot will indemnify, save harmless, and defend the Village and its officials, officers, employees, agents, and representatives against all damages, liability, claims, losses, and expenses (including attorneys' fee) that may arise, or be alleged to have arisen, out of or in connection with the WasteNot's performance of, or failure to perform, the Services or any part thereof, or any failure to meet the representations and certifications set forth in this Agreement.

B. Insurance. WasteNot will, at its sole cost, obtain and keep in force at all times during the performance of any work referred to above, Workers Compensation and Employer's Liability Insurance, Commercial General Liability Insurance, Professional Liability Insurance, and Automobile Insurance in at least the type and amounts as follows:

1. Workers' Compensation:
 - (a) State: Statutory
 - (b) Employer's Liability
 - \$1,000,000.00 Per Accident
 - \$1,000,000.00 Disease, Policy Limit
 - \$1,000,000.00 Disease, Each Employee
2. Commercial General Liability: \$2,000,000.00 General Aggregate
3. Business Automobile Liability (including owned, non-owned and hired vehicles):
 - i. Bodily Injury:
 - \$1,000,000.00 Per Person
 - \$1,000,000.00 Per Accident
 - ii. Property Damage
 - \$1,000,000.00 Per Occurrence
 - iii. Umbrella Excess Liability: \$2,000,000.00 over Primary Insurance
 - iv. Professional Liability Insurance, with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate and covering WasteNot against all sums that the WasteNot may be obligated to pay on account of any liability arising out of this Agreement.

WasteNot must name the Village as an additional insured and provide the Village with Certificates of Insurance and applicable policy endorsement(s), executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above. Failure of Village to demand any certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of the Village to identify a deficiency from evidence that is provided shall not be construed as a waiver of WasteNot's obligation to maintain such insurance.

WasteNot agrees that the obligation to provide the insurance required by these documents is solely its responsibility and that this is a requirement which cannot be waived by any conduct, action, inaction or omission by the Village. Upon request, WasteNot will provide copies of any or all policies of insurance maintained in fulfillment hereof. Failure to maintain the required insurance may result in termination of this Agreement at the Village's option.

SECTION 4. DEFAULT.

If it should appear at any time that WasteNot has failed or refused to prosecute, or has delayed in the prosecution of, the Services in full compliance with the requirements of this Agreement, or has otherwise failed, refused, or delayed to perform or satisfy the Services or any other requirement of this Agreement ("**Event of Default**"), and fails to cure any Event of Default within 10 business days after the WasteNot's receipt of written notice of an Event of Default from the Village, then the Village will have the right, without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:

1. Cure by WasteNot. The Village may require WasteNot, within a reasonable time, to complete or correct all or any part of the Services that are the subject of the Event of Default; and to take any or all other action necessary to bring WasteNot and the Services into compliance with this Agreement.

2. Termination of Agreement by Village. The Village may terminate this Agreement without liability for further payment of amounts due or to become due under this Agreement after the effective date of termination.

3. Withholding of Payment by Village. The Village may recover from WasteNot, any and all costs, including attorneys' fees and administrative expenses, incurred by the Village as the result of any Event of Default by the WasteNot or as a result of actions taken by the Village in response to any Event of Default by the WasteNot.

SECTION 5. SPECIAL PROVISIONS.

A. Relationship of the Parties. WasteNot acts as an independent contractor in providing and performing the Services. Nothing in, nor done pursuant to, this Agreement shall be construed (1) to create the relationship of principal and agent, employer and employee, partners, or joint venturers between the Village and WasteNot; or (2) to create any relationship between the Village and any subcontractor of WasteNot.

B. Conflict of Interest. WasteNot represents and certifies that, to the best of its knowledge, (1) no Village employee or agent is interested in the business of WasteNot or this Agreement; (2) as of the date of this Agreement neither WasteNot nor any person employed or associated with WasteNot has any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement; and (3) neither WasteNot nor any person employed by or associated the WasteNot may at any time during the term of this Agreement obtain or acquire any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement.

C. No Collusion. WasteNot represents and certifies that WasteNot is not barred from contracting with a unit of state or local government as a result of (1) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless WasteNot is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax

or the amount of the tax, as set forth in Section 11-42.1-1 *et seq.* of the Illinois Municipal Code, 65 ILCS 5/11-42.1-1 *et seq.*; or (2) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 1961, 720 ILCS 5/33E-1 *et seq.* WasteNot represents that the only persons, firms, or corporations interested in this Agreement as principals are those disclosed to the Village prior to the execution of this Agreement, and that this Agreement is made without collusion with any other person, firm, or corporation. If at any time it shall be found that WasteNot has, in procuring this Agreement, colluded with any other person, firm, or corporation, then WasteNot will be liable to the Village for all loss or damage that the Village may suffer, and this Agreement will, at the Village's option, be null and void.

D. Compliance With Laws and Grants. WasteNot must give all notices, pay all fees, and take all other action that may be necessary to ensure that the Services are provided, performed, and completed in accordance with all required governmental permits, licenses, or other approvals and authorizations that may be required in connection with providing, performing, and completing the Services, and with all applicable statutes, ordinances, rules, and regulations, including without limitation the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 *et seq.*, and the Illinois Human Rights Act, 775 ILCS 5/1-101 *et seq.* WasteNot must also comply with all conditions of any federal, state, or local grant received by the Village or WasteNot with respect to this Contract or the Services. WasteNot is solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with WasteNot's, or its subcontractors, performance of, or failure to perform, the Services or any part thereof. Every provision of law required by law to be inserted into this Contract is deemed to be inserted.

To the extent that the Prevailing Wage Act applies, WasteNot must pay, and require every subcontractor to pay, prevailing wages as established by the Illinois Department of Labor for each craft or type of work needed to execute the contract in accordance with 820 ILCS 130/01 *et seq.* WasteNot must prominently post the current schedule of prevailing wages at the contract site and shall notify immediately in writing all of its subcontractors, of all changes in the schedule of prevailing wages. Any increases in costs to WasteNot due to changes in the prevailing rate of wage during the terms of any contract will be at the expense of WasteNot and not at the expense of the Village. The change order shall be computed using the prevailing wage rates applicable at the time the change order work is scheduled to be performed. WasteNot will be solely responsible to maintain accurate records as required by the prevailing wage statute and to obtain and furnish all such certified records to the Village as required by Statute. In lieu of certified payroll, WasteNot must submit a letter setting forth the basis upon which WasteNot has concluded the Act does not apply. WasteNot will be solely liable for paying the difference between prevailing wages and any wages actually received by laborers, workmen and/or mechanics engaged in the Work and in every way defend and indemnify the Village against any claims arising under or related to the payment of wages in accordance with the Prevailing Wage Act. The Illinois Department of Labor publishes the prevailing wage rates on its website at: <https://www.illinois.gov/idol/Laws-Rules/CONMED/Pages/Rates.aspx> WasteNot is advised that the Department revises the prevailing wage rates and WasteNot has an obligation to check the Department's web site for revisions.

E. Mutual Cooperation. The Village agrees to cooperate with WasteNot in the performance of the Services, including meeting with WasteNot and providing WasteNot with such non-confidential information that the Village may have that may be relevant and helpful to

WasteNot's performance of the Services. WasteNot agrees to cooperate with the Village in the performance of and the completion of the Services and with any Contractors engaged by the Village.

F. Ownership. Designs, drawings, plans, specifications, photos, reports, information, observations, calculations, notes, and any other documents, data, or information, in any form, prepared, collected, or received by WasteNot in connection with any or all of the Services to be performed under this Agreement ("**Documents**") are deemed the exclusive property of the Village. At the Village's request, or upon termination of this Agreement, WasteNot will cause the Documents to be promptly delivered to the Village.

G. Freedom of Information Act. WasteNot agrees to maintain, without charge to the Village, all records and documents for projects of the Village in compliance with the Freedom of Information Act, 5 ILCS 140/1 et seq. In addition, WasteNot must produce records which are responsive to a request received by the Village under the Freedom of Information Act so that the Village may provide records to those requesting them within the time frames required. If additional time is necessary to compile records in response to a request, then WasteNot must notify the Village and if possible, the Village will request an extension so as to comply with the Act. In the event that the Village is found to have not complied with the Freedom of Information Act due to WasteNot's failure to WasteNot documents or otherwise appropriately respond to a request under the Act, then WasteNot will indemnify and hold the Village harmless, and pay all amounts determined to be due including but not limited to fines, costs, attorneys' fees and penalties.

SECTION 6. GENERAL PROVISIONS.

A. Amendment. No amendment or modification to this Agreement shall be effective unless and until the amendment or modification is in writing, properly approved in accordance with applicable procedures, and executed.

B. Assignment. This Agreement may not be assigned by the Village or by WasteNot without the prior written consent of the other party.

C. Binding Effect. The terms of this Agreement will bind and inure to the benefit of the Parties to this Agreement and their agents, successors, and assigns.

D. Notice. All notices required or permitted to be given under this Agreement shall be in writing and shall be delivered (1) personally, (2) by a reputable overnight courier, (3) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid, or (4) by email. Unless otherwise expressly provided in this Agreement, notices shall be deemed received upon the earlier of (a) actual receipt; (b) one business day after deposit with an overnight courier as evidenced by a receipt of deposit; (c) three business days following deposit in the U.S. mail, as evidenced by a return receipt; (d) time-stamp email was sent. By notice complying with the requirements of this Section, each Party shall have the right to change the address or the addressee, or both, for all future notices and communications to the other party, but no notice of a change of addressee or address shall be effective until actually received.

Notices and communications to the Village shall be addressed to, and delivered at, the following address:

Village of Orland Park
ATTN: Village Manager
14700 S. Ravinia Ave.

Orland Park, IL 60462

Notices and communications to WasteNot shall be addressed to, and delivered at, the following address:

WasteNot Inc.
ATTN: Lauren Kaszuba
2516 West Wilson Ave.
Chicago, IL 60625

E. Third Party Beneficiary. No claim as a third-party beneficiary under this Agreement by any person, firm, or corporation shall be made or be valid against the Village.

F. Governing Laws. This Agreement will be governed by, construed and enforced in accordance with the internal laws, but not the conflicts of laws rules, of the State of Illinois.

G. Entire Agreement. This Agreement constitutes the entire agreement between the parties to this Agreement and supersedes all prior agreements and negotiations between the parties, whether written or oral relating to the subject matter of this Agreement.

H. Waiver. Neither the Village nor WasteNot is under any obligation to exercise any of the rights granted to them in this Agreement except as it shall determine to be in its best interest from time to time. The failure of the Village or WasteNot to exercise at any time any such rights shall not be deemed or construed as a waiver of that right, nor shall the failure void or affect the Village's or WasteNot's right to enforce such rights or any other rights.

I. Exhibits. Exhibits A through D are attached to this Agreement, and by this reference incorporated in and made a part of, this Agreement. In the event of a conflict between the Exhibit and the text of this Agreement, the text of this Agreement shall control.

ATTEST:

VILLAGE OF ORLAND PARK

By: _____
Village Clerk

By: _____
Village Manager

ATTEST:

WASTENOT, INC.

By: _____

By: _____

Title: _____

Its: _____

EXHIBIT A
PROPOSAL

EXHIBIT B

PRICING

Receptacle	Service Frequency	Cost Per Month	Notes
5-Gallon Bucket	Biweekly	\$20.00	35-Gallon Carts Available Upon Request
5-Gallon Bucket	Weekly	\$30.00	35-Gallon Carts Available Upon Request

EXHIBIT C

HOLIDAY SCHEDULE

New Year's Day

Memorial Day

Fourth of July

Labor Day

Thanksgiving Day

Christmas Day

