

2019-17#

TOWN OF SCHODACK  
EDUCATIONAL SEMINARS REQUEST

Pursuant to Resolution # 2010-044, the Supervisor is authorized to approve staff attendance at educational seminars if registration and expenses are deemed to be appropriately budgeted and do not exceed \$250 in the aggregate.

Please attach information about the seminar (i.e. agenda) include documentation to support each cost item, so that the Supervisor and/or Town Board can appropriately review.

Staff attending educational program: Karen Justus

Name of Seminar/Conf./Course: Applications to the Three Approaches to  
Location (Venue, City): Hotel Ithaca, 222 South Cayuga St Ithaca NY  
Dates of Seminar: July 15-19, 2019  
Cost of Seminar (Registration Fees): 470 course SS Textbook \$525.00

<u>Travel Costs:</u>	<u># of Miles</u>	<u>Rate as of 1/1/19</u>	<u>Estimated Amount</u>
Mileage	410	\$ 0.580	\$ <u>237.80</u> <sup>244.60</sup> <sub>Mileage 680 tolls 24+200</sub>

Please include a copy of mapquest to estimate total mileage - this will be used as a guideline when your actual mileage is submitted for reimbursement.

Train/Bus/Plane \$ \_\_\_\_\_  
Town Vehicle Own Vehicle

Lodging:

Name of Hotel/Motel	<u>Hotel Ithaca</u>
# of Rooms	<u>1</u>
# of Nights	<u>5</u>
Cost per night	<u>\$119.95</u>
Total Lodging Cost	<u>\$599.75</u>

Meals:  
Included in seminar cost no  
Estimated cost if you answered no above \$250.00

Total estimated cost to attend: \$1619.35  
Estimated cost per staff member\* \$1,615.95

(total cost divided by # of ppl attending)

Is the total cost budgeted? no

**TB Resolution needed?\*** yes  
If Yes, please document resolution # #2019

Department Head Approval \_\_\_\_\_  
Supervisor Approval \_\_\_\_\_

\* If the estimated cost per staff member is > \$250, then a TB resolution is required. Please plan ahead. A resolution is required prior to any town obligation (payment) for the seminar. Please attach this form and a copy of the resolution, if applicable, to all payment requests involving payment to a vendor or an employee reimbursement.

**Note:** Please make sure you bring the appropriate tax exemption forms with you. Most restaurants will accept the tax-exempt letter. There is also a special tax-exempt form for hotels.

# CORNELL SEMINAR ON APPRAISING 2019

## *It's that time of year again to start thinking about and preparing for Cornell!*

The IAO Board of Trustees tries to find ways to challenge you with new and improved courses. As Dean of our Cornell Seminar this year, I am so excited to let you know that we, once again, have an amazing curriculum scheduled.

For the last several years, our courses have been sold out. If you plan on attending Cornell this year, the application is in this issue, so don't wait!

The course curriculum has now been finalized, so just to let you know we are offering three basic courses; three new two-day courses; IAO-2, and the advanced appraisal (3 approaches) course with a case study (new in 2018).

In addition to Cornell courses this year, we are also offering the required ethics course on Friday (one full day) and Saturday we will also be proctoring the IAO Exam.

The entire week will be filled with challenges, learning, colleagues, and laughter—all of the ingredients for an excellent experience.

This year, as you may have heard, our host hotel has been changed to the **Hotel Ithaca!** We are very excited for this change and hope you will be as well. On the next page you'll find beautiful photos and a list of the amenities offered at our new host hotel, along with room reservation information. Our executive director, Warren Wheeler, and our Trustee chairman, Roger Tibbitts, have been to the site and I will be going for a site visit the week of April 8.

If you are planning on staying at the host hotel, please make your reservations early, as I am sure they will be sold out as well.

Looking forward to seeing you this year!



**Edye McCarthy**  
*Dean,*  
**Cornell Seminar**

## New Host Hotel!

Hotel Ithaca

222 South Cayuga Street

Special rate of **\$119.95** per night.

**Direct Reservation Link:**

<https://reservations.travelclick.com/95060?groupID=2515693> and use Group Access Code: **4104.**





*Located in the Heart of the Finger Lakes*

**Hotel Offerings:**

- 170 newly renovated guestrooms and suites
- Newly constructed north wing 90-room addition featuring: patio and fireplace suites with upscale bathrooms and in-room amenities
- New luxury sleep sets with down surround comforters and pillows
- Renovated Grand Ballroom with new additional pre-function and meeting rooms. Now offering a combined 6,000 square feet of event space
- New state-of-the-art fitness center and indoor pool
- Business center
- Complimentary Wi-Fi
- Complimentary shuttle to Tompkins Regional Airport and Cornell University and Ithaca College
- Complimentary Guest Parking
- Max's Classic American Grill and Sports Bar

**Area Attractions:**

- Near Cornell University and Ithaca College
- Steps from Ithaca Commons
- Finger Lakes Wine Country
- Watkins Glen International



**THE HOTEL  
ITHACA**

222 South Cayuga St., Ithaca, NY 14850

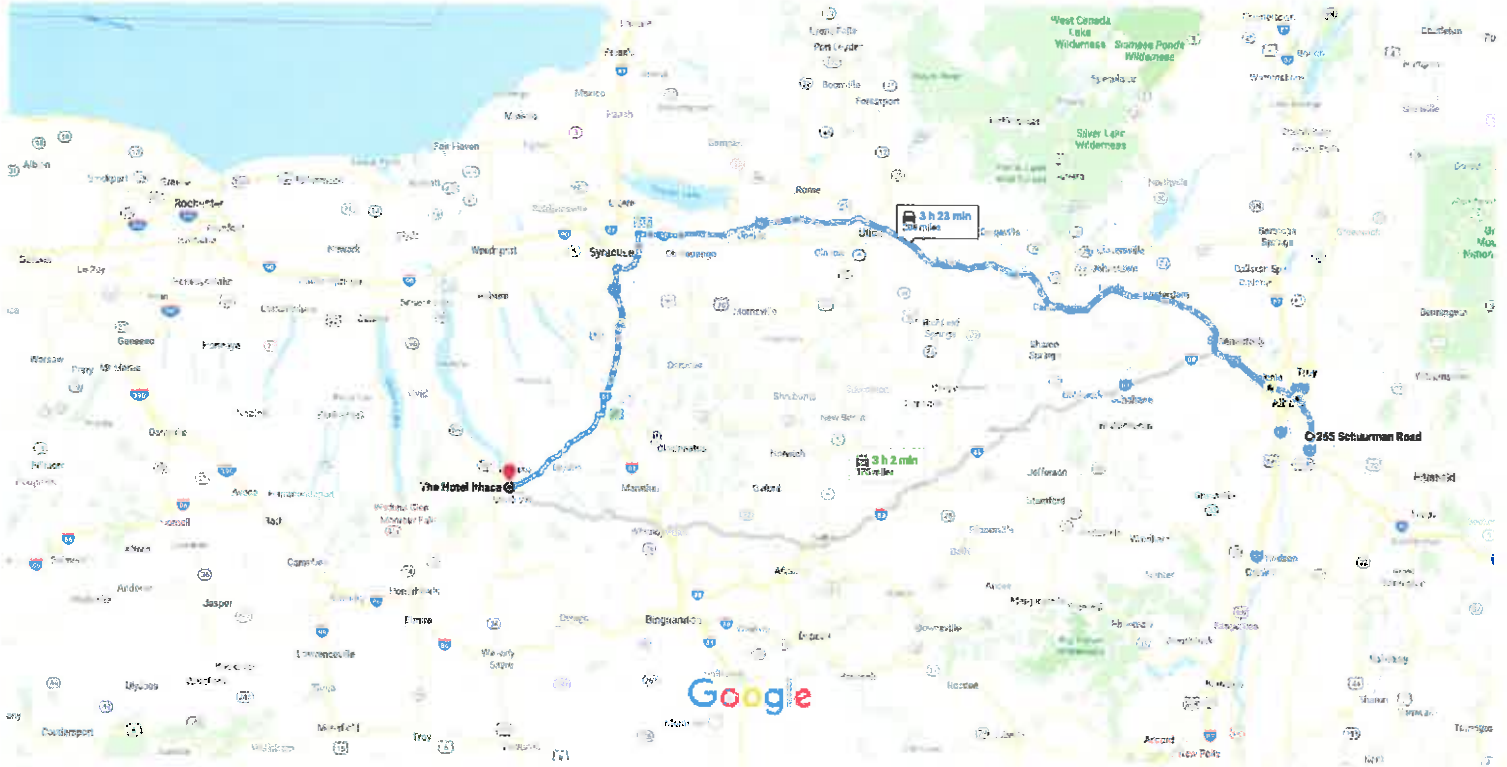
Please use this link to make your hotel room reservation:

<https://reservations.travelclick.com/95060?groupID=2515693>

Group Access Code: 4104

# Google Maps 265 Schuurman Rd to The Hotel Ithaca

Drive 205 miles, 3 h 23 min



Map data ©2019 Google 10 mi

## 265 Schuurman Rd

Castleton-On-Hudson, NY 12033





### Get on I-90 W

- 1 min (0.9 mi)
- ↑ 1. Head south on U.S. 9 N/Hwy 20 W toward Old Post Rd N
- 0.6 mi
- ↗ 2. Use the right lane to take the ramp onto I-90 W
- 0.3 mi

### Follow I-90 W and I-81 S to Cortlandville. Take exit 12 from I-81 S

















- 2 h 44 min (182 mi)
- ↘ 3. Merge onto I-90 W  
⚠ Partial toll road
- 14.8 mi
- ↙ 4. Keep left to stay on I-90 W  
⚠ Toll road
- 128 mi
- ↘ 5. Take exit 34A to merge onto I-481 S toward Syracuse  
⚠ Partial toll road

10.2 mi

-  6. Use any lane to take the exit toward Binghamton/Interstate 81 S  
0.8 mi
-  7. Merge onto I-81 S  
27.0 mi
-  8. Take exit 12 toward U.S. 11/NY-41/NY-281/Cortland/Homer  
0.4 mi
-  9. Keep left at the fork, follow signs for NY-281/Ithaca  
0.5 mi

**Continue on NY-281 S. Take McLean Rd, Fall Creek Rd and NY-366 W to S Cayuga St in Ithaca**

38 min (22.3 mi)

-  10. Turn left onto NY-281 S/W Homer Rd  
 Continue to follow NY-281 S  
 Pass by Subway Restaurants (on the right in 2.3 mi)  
2.5 mi
-  11. Turn right onto Luker Rd  
1.2 mi
-  12. Turn right onto McLean Rd  
4.2 mi
-  13. Continue onto School St  
0.2 mi
-  14. Continue onto Fall Creek Rd  
3.9 mi
-  15. Continue onto NY-366 W/Main St  
3.5 mi
-  16. Turn right onto NY-13 S/NY-366 W  
1.2 mi
-  17. Turn left onto NY-366 W  
4.7 mi
-  18. Turn right onto E M.L.K. Jr. St/E State St  
0.5 mi
-  19. Turn left onto S Aurora St  
0.1 mi
-  20. Turn right onto Prospect St  
0.1 mi
-  21. Continue onto E Clinton St  
0.1 mi
-  22. Turn right onto S Cayuga St  
 Destination will be on the left  
154 ft

## The Hotel Ithaca

222 S Cayuga St, Ithaca, NY 14850

These directions are for planning purposes only. You may find that construction projects, traffic, weather, or other events may cause conditions to differ from the map results, and you should plan your route accordingly. You must obey all signs or notices regarding your route.

**SEMINAR ON APPRAISING REGISTRATION FORM**  
**CORNELL UNIVERSITY—HOTEL ITHACA, ITHACA, NY**  
**JULY 14—JULY 19, 2019**  
 Class Sizes are Limited

Name (First) Karen (Middle Initial) S (Last) Justus  
 Title Sole Assessor Municipality/Company Town of Schodack  
 Mailing Address 265 Schuurman Rd.  
 City Castleton State NY Zip Code 12033  
 Phone (518) 477-7932 Email Karenj@schodack.org

Please check if you plan to attend (included with your registration):

Welcome dinner on Sunday  Cocktail reception on Wednesday

**Payment must be made at time of registration.** Please send your fully completed registration form and check for full amount or ready for signature voucher **by July 1, 2019** to NYSAA, 116 Salina St., Suite 8, Liverpool, NY 13088. Member status as of July 1 will be used to determine the appropriate registration fee. Cancellations before July 1, 2019 will receive a full refund. After July 1, there is a \$75.00 cancellation fee. Online registration is not available at this time.

**Assessor Certification Courses:**

**Appraisal Principles and Procedures** – Campus, Monday—Friday (Required for Basic Certification)

\$450.00 IAO members  \$470.00 NYSAA members  \$550.00 Non-members

**Application of the Three Approaches to Value** – Campus, Monday—Friday (Required for Basic Certification)

\$450.00 IAO members  \$470.00 NYSAA members  \$550.00 Non-members

Required textbook for the above courses: *The Appraisal of Real Estate*, 12th edition \$55.00

**Fundamentals of Data Collection** – Hotel, Monday—Friday

\$450.00 IAO members  \$470.00 NYSAA members  \$550.00 Non-members

**IAO Course:**

**IAO-2 Exemption Administration** – Hotel, Monday—Friday

\$450.00 IAO members  \$470.00 NYSAA members  \$550.00 Non-members

**Computer Course:**

**RPS-V4** – Campus Computer Lab, Monday—Thursday

\$380.00 IAO members  \$400.00 NYSAA members  \$480.00 Non-members

**SEMINAR ON APPRAISING REGISTRATION FORM—PAGE 2****Appraisal Courses:****Advanced Farm Valuation** – Campus, Monday—Thursday

\_\_\_\_\_ \$380.00 IAO members \_\_\_\_\_ \$400.00 NYSAA members \_\_\_\_\_ \$480.00 Non-members

**Advanced Applications of the Three Approaches to Value** – Hotel, Monday—Thursday

\_\_\_\_\_ \$380.00 IAO members \_\_\_\_\_ \$400.00 NYSAA members \_\_\_\_\_ \$480.00 Non-members

**Continuing Education:****Valuation of Strip Malls** – Hotel, Monday—Tuesday

\_\_\_\_\_ \$240.00 IAO members \_\_\_\_\_ \$260.00 NYSAA members \_\_\_\_\_ \$320.00 Non-members

**Gas Stations and C-Store Valuation** – Hotel, Wednesday—Thursday

\_\_\_\_\_ \$240.00 IAO members \_\_\_\_\_ \$260.00 NYSAA members \_\_\_\_\_ \$320.00 Non-members

**Red Flags to Property Defects & the Effects on Value** – Hotel, Monday—Tuesday

\_\_\_\_\_ \$240.00 IAO members \_\_\_\_\_ \$260.00 NYSAA members \_\_\_\_\_ \$320.00 Non-members

**Amish and Other Non-Electric Property Valuation** – Hotel, Wednesday—Thursday

\_\_\_\_\_ \$240.00 IAO members \_\_\_\_\_ \$260.00 NYSAA members \_\_\_\_\_ \$320.00 Non-members

***Sign up for two Two-Day Continuing Education Courses and save! Just circle the courses you'd like to take.***

\_\_\_\_\_ \$380.00 IAO members \_\_\_\_\_ \$400.00 NYSAA members \_\_\_\_\_ \$480.00 Non-members

**Ethics for the Assessor** – Hotel, Friday only (Note: This is a One-Day Seminar.)

\_\_\_\_\_ \$100.00 IAO members \_\_\_\_\_ \$110.00 NYSAA members \_\_\_\_\_ \$150.00 Non-members

**ON SITE REGISTRATION** - All students attending the five and four day classes and the first half-week two day courses will be expected to register at Hotel Ithaca on Sunday, July 14 between 2:00 and 5:00 p.m. Classes will begin promptly at 9:00 a.m. Monday morning. Commuter registration will occur on Monday morning from 8:00-9:00 a.m. If you are attending only a second half-week course, you may register on Wednesday, July 17 between 8:00-9:00 a.m. in the same location.

**HOUSING & MEALS** - All housing accommodations are your responsibility. The Seminar headquarters will be the Hotel Ithaca. Make sure you mention you are with the conference to get the best rate. We have a special rate at the Hotel Ithaca of **\$119.95** per night. Please use this **Direct Reservation Link**: <https://reservations.travelclick.com/95060?groupID=2515693> and use Group Access Code: **4104**. Dining facilities are available at the hotel, campus dining halls, and other fine area restaurants. Costs of meals are the responsibility of the student and are not included with tuition costs.

**IAO RECERTIFICATION AND ORPS CONTINUING EDUCATION CREDITS**: One credit will be awarded for each classroom hour.

**ADDITIONAL REQUIREMENTS** - Necessary workbooks included with the cost of the course; **the exception** is the textbook for the two Basic Valuation courses. Please bring calculator to class. HP12c or equivalent is required for both valuation courses.

**REIMBURSEMENT**: Eligible Assessors and County Directors who attend will receive continuing education credit and reimbursement from ORPS pursuant to their current rules and approval by the Department of Budget.

**ALL ON CAMPUS STUDENTS** will be provided with a parking pass to the Cornell CC Parking Lot and a bus pass to campus.





Dawne Kelly

---

**From:** Laura Palmer  
**Sent:** Thursday, April 11, 2019 12:56 PM  
**To:** Sheila Golden  
**Cc:** Sue Pilipczuk; Dawne Kelly  
**Subject:** RE: Sheila - Billy Beez

We will need a resolution for you to execute the contract. I e-mailed the tax exempt letter on 4/3/19 to Marquesa Van Winkle. I cannot send the 50% deposit until you are authorized to execute the contracts. I received the 7/29/19 invoice for \$1000 (\$15 per child-60 children plus fees of 100.00 for self-cater) and 8/1/19 invoice for \$1225 (\$15 per child-75 children plus fee of \$100 for self-cater). If the number of children could be more, the resolution should be for a higher amount. Otherwise we will need re-do the resolution, which may hold up payment. Contact Dawne to have her include a Resolution on the next TB meeting for both contracts and for any other that you may have for summer camp.

Thanks...

*Laura Palmer  
Town of Schodack  
Asst. Comptroller  
265 Schuurman Road, Castleton, NY 12033  
Phone: (518)477-7917  
Fax: (518)477-6546  
E-Mail: [Laura@Schodack.org](mailto:Laura@Schodack.org)*

Confidential Legal Notice: This message (including any attachments) is intended for the use of the individual or entity to whom it is addressed and contains information that is privileged and confidential. If you are not the intended recipient, or the employee or agent responsible for delivering it to the intended recipient, you should not disseminate, distribute or copy this information and communication to any individual(s) not specifically identified in the above address headings.

**From:** Sheila Golden [<mailto:SGolden@schodack.k12.ny.us>]  
**Sent:** Tuesday, April 02, 2019 2:07 PM  
**To:** Laura Palmer  
**Subject:** Sheila - Billy Beez

You will be getting a contract for Billy Beez. Please do not pay it. I have to adjust it once I know my enrollment. She just did that to save my dates. We will pay it the second week of June with more accurate numbers. Thanks  
Sheila

*Sheila Golden  
First Grade Teacher  
Castleton Elementary School  
Varsity Soccer Coach  
Varsity Bowling Coach  
Varsity Track and Field Coach*

2019-174



April 25, 2019

920 Albany St.  
Schenectady, NY 12308  
(518) 393-2268  
puppetpeopleny@gmail.com  
www.thepuppetpeople.org

Shelia Golden  
Schodack Day Camp  
265 Schuurman Rd  
Castleton, NY 12033

Shelia;

Thank you for including, **The Puppet People**, as part of your camp's summer programming!  
Enclosed please find 2 copies of our contract for performance(s) of :

**The Elephant Child** on July 22, 2019.

Please sign the contracts, retaining one copy for your records and return the other to us,  
along with directions.

**We will need 2 HOURS to set-up and 1½ HOURS to breakdown our show. So, we will need complete access to the performance area a full 2 hours prior to and after the show.**

**We will need:**

- 20 ft long x 20 ft deep x 9 ft high of unobstructed space to set-up our stage.  
We can set up on any level surface, a stage is not necessary.
- Access to an electrical outlet for our lighting and sound equipment.
- If we are on a stage, we will need a way to get our large body puppets off the stage during the performance. If you have a set of free standing stairs have the custodial staff place them at the center front of the stage, if you do not have a set of stairs one chorus riser will work just fine.
- To know how to shut on and off the auditorium lights.  
The darker we can make the room we are performing in, the better!
- 2 hours set-up & 1½ hours to break down

As a reminder, our shows run about 45 minutes.

If you have any further questions regarding our programs, please do not hesitate to contact us.  
We are looking forward to performing for your community.

Sincerely,

Mark Carrigan  
Executive Director



920 Albany St.  
 Schenectady, NY 12308  
 (518) 393-2268  
[www.thepuppetpeople.org](http://www.thepuppetpeople.org)  
[puppetpeople@nycap.rr.com](mailto:puppetpeople@nycap.rr.com)

**PERFORMANCE CONTRACT**

THIS CONTRACT HEREBY STATES THAT THE PUPPET PEOPLE WILL :

PERFORM 1 PERFORMANCE(S)

OF THE ELEPHANT CHILD

AT 12:30 pm

ON THE DATE OF July 22, 2019

FOR Town of Schodack

THIS CONTRACT ALSO STATES THAT THE SUM OF \$ 800.00 WILL BE AWARDED TO THE PUPPET PEOPLE ON THE DAY OF THE PERFORMANCE.\* PLEASE MAKE THIS CHECK PAYABLE TO THE PUPPET PEOPLE. TAX ID# 26-0162580.

\*Unless payment will be made through BOCES. Please initial if BOCES

\*\*If this show is canceled for any reason, every effort will be made by both parties to reschedule the performance at a mutually convenient date.

PLEASE SIGN AND DATE THIS CONTRACT ON THE SPACES PROVIDED BELOW AND RETURN ONE COPY TO THE PUPPET PEOPLE ALONG WITH DIRECTIONS.

ANY QUESTIONS REGARDING THIS CONTRACT, PLEASE CALL: (518) 393-2268.

\_\_\_\_\_  
 SPONSOR

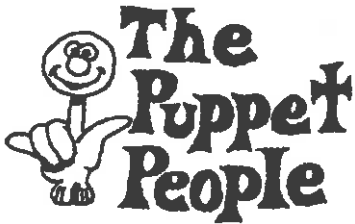
*Mark Carrigan*

\_\_\_\_\_  
 MICHELLE SMITH-CARRIGAN/MARK CARRIGAN  
 Tax ID #: 26-0162580

\_\_\_\_\_  
 DATE

4/25/19

\_\_\_\_\_  
 DATE



920 Albany St.  
 Schenectady, NY 12308  
 (518) 393-2268  
[www.thepuppetpeople.org](http://www.thepuppetpeople.org)  
 puppetpeople@nycap.rr.com

**PERFORMANCE CONTRACT**

THIS CONTRACT HEREBY STATES THAT THE PUPPET PEOPLE WILL :

PERFORM 1 PERFORMANCE(S)

OF THE ELEPHANT CHILD

AT 12:30 pm

ON THE DATE OF July 22, 2019

FOR Town of Schodack

THIS CONTRACT ALSO STATES THAT THE SUM OF \$ 800.00 WILL BE AWARDED TO THE PUPPET PEOPLE ON THE DAY OF THE PERFORMANCE.\* PLEASE MAKE THIS CHECK PAYABLE TO THE PUPPET PEOPLE. TAX ID# 26-0162580.

\*Unless payment will be made through BOCES. Please initial if BOCES

\*\*If this show is canceled for any reason, every effort will be made by both parties to reschedule the performance at a mutually convenient date.

PLEASE SIGN AND DATE THIS CONTRACT ON THE SPACES PROVIDED BELOW AND RETURN ONE COPY TO THE PUPPET PEOPLE ALONG WITH DIRECTIONS.

ANY QUESTIONS REGARDING THIS CONTRACT, PLEASE CALL: (518) 393-2268.

SPONSOR  
Mark Carrigan

DATE  
4/25/19

MICHELLE SMITH-CARRIGAN/MARK CARRIGAN  
 Tax ID #: 26-0162580

DATE



COUNTY WASTE  
 PO BOX 431, CLIFTON PARK, New York 12065  
 P:(518) 877-7007 F:

2019-175  
 CUSTOMER SERVICE AGREEMENT  
 #00205260

**SERVICE LOCATION**

Customer Name	TOWN OF SCHODACK - TOWN HALL
Account Number	6910-194670-001
Address	265 SCHUURMAN RD
City, State, Zip	CASTLETON, NY, 12033
Contact	Dawne Kelly
Phone	(518) 477-8491
Email	dawne.kelly@schodack.org

**BILLING INFORMATION**

Customer Name	TOWN OF SCHODACK - TOWN H
Account Number	6910-194670-001
Address	265 SCHUURMAN RD
City, State, Zip	CASTLETON, NY, 12033
Contact	Dawne Kelly
Phone	(518) 477-8491
Email	dawne.kelly@schodack.org

**SERVICES AND RATES**

**Effective Date: 5/1/2019**

Type	Quantity	Bin Size	Service Frequency	Service Type	Price
Recurring	1.00	2 Yard	1XW	2 YD 1X WK 1	\$85.73
On Call	1.00	2 Yard		EXTRA PICKUP 2 YD - COMM	\$46.15

**PAYMENT TERMS**


The undersigned individual signing this Agreement on behalf of Customer acknowledges that he or she has read and understands the terms and conditions of this Agreement and that he or she has the authority to sign the Agreement on behalf of the Customer. **TERMS: NET 10 DAYS.** State and local taxes, government franchise fees (if applicable), administrative fees, fuel surcharges and environmental fees also apply. Container relocation, container removal and seasonal restarts will be provided at additional costs.

The service agreement is for 60 months and the renewal period is for 60 months.

**CUSTOMER**

Authorized Signature	
Printed Name	
Title	Date (MM/DD/YYYY) 05/03/2019

**REPRESENTATIVE**

<b>HOUSE 6910</b>	
@: aresadmin@wcnx.org	

**ARTICLE I  
SERVICES RENDERED**

Customer grants to Contractor the exclusive right to collect and dispose of all of Customer's Waste Materials (as defined below) and agrees to make payments to Contractor as described herein, and Contractor agrees to furnish the services and equipment specified above, all in accordance with the terms of this Agreement.

**ARTICLE II  
TERM**

THE INITIAL TERM (THE "INITIAL TERM") OF THIS AGREEMENT IS 60 MONTHS FROM THE EFFECTIVE SERVICE DATE SET FORTH ON THE FIRST PAGE OF THIS AGREEMENT, WHICH IS THE DATE CONTRACTOR'S EQUIPMENT IS DELIVERED TO CUSTOMER'S LOCATION OR SERVICE UNDER THIS AGREEMENT COMMENCES, WHICHEVER IS EARLIER. THIS AGREEMENT SHALL AUTOMATICALLY RENEW FOR SUCCESSIVE 60 MONTHS TERMS (EACH A "RENEWAL TERM" AND TOGETHER WITH THE INITIAL TERM, THE "TERM") THEREAFTER UNLESS EITHER PARTY GIVES WRITTEN NOTICE OF TERMINATION BY U.S. CERTIFIED OR REGISTERED MAIL, POSTAGE PRE-PAID AND RETURN RECEIPT REQUESTED, TO THE OTHER PARTY AT LEAST NINETY (90) DAYS PRIOR TO THE EXPIRATION OF THE INITIAL TERM OR ANY RENEWAL TERM. ANY SUCH NOTICE SHALL BE SENT TO THE OTHER PARTY'S ADDRESS SET FORTH ON THE FIRST PAGE OF THIS AGREEMENT, OR ANY CHANGE OF ADDRESS COMMUNICATED IN WRITING BY THE OTHER PARTY DURING THE TERM OF THE AGREEMENT. A RENEWAL TERM SHALL BECOME EFFECTIVE (THEREBY EXTENDING THE THEN-CURRENT TERM) UPON EITHER PARTY'S FAILURE TO GIVE NOTICE OF TERMINATION WITHIN THE TIME PERIOD SET FORTH ABOVE. NOTWITHSTANDING THE FOREGOING, CUSTOMER AGREES THAT IT SHALL NOT PROVIDE ANY SUCH NOTICE OF TERMINATION IF CONTRACTOR MEETS COMPETITIVE OFFERS MADE BY THIRD PARTIES IN WRITING FOR SIMILAR SERVICES AFTER CONTRACTOR'S REVIEW THEREOF PURSUANT TO ARTICLE XIII BELOW.

**ARTICLE III  
WASTE MATERIALS**

The waste materials to be collected and disposed of by Contractor pursuant to this Agreement consist of all solid waste (including recyclable materials) generated or collected by Customer at the locations specified on the first page of this Agreement (the "Waste Materials"); provided, however, that the term Waste Materials specifically excludes and Customer agrees not to deposit in Contractor's equipment or place for collection by Contractor any radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infectious, biohazardous, toxic or hazardous material as defined by applicable federal, state or local laws or regulations ("Excluded Waste"). Customer agrees to comply with any description of and/or procedures with respect to removal of contaminants or preparation of recyclable materials as reasonably provided by Contractor. In the event that any recyclable materials furnished to Contractor by Customer are, due to presence of contaminants, rejected by a recycling facility or otherwise are determined by Contractor not to be resalable or to have a reduced resale value, Contractor may, in addition to its other remedies, require Customer to pay Contractor, as liquidated damages and not as a penalty, the charges incurred by Contractor (plus overhead and profit) for hauling, processing and/or disposal of such materials and for the reduction in resale value of such materials. Contractor shall deliver properly prepared recyclable materials furnished to Contractor by Customer to a recycling facility owned and/or operated by Contractor or an affiliate of Contractor or a third party that Contractor understands will recycle the materials ("Third Party Facility"); provided, however, that Contractor shall not be responsible for and has not made any representation to Customer regarding the ultimate recycling of such recyclable materials by a Third Party Facility.

**ARTICLE IV  
TITLE**

Contractor shall acquire title to the Waste Materials when they are loaded into Contractor's truck. Title to and liability for any Excluded Waste shall remain with Customer. Customer expressly agrees to defend, indemnify and hold harmless Contractor from and against any and all damages, penalties, fines, liabilities and costs (including reasonable attorneys' fees) resulting from or arising out of the deposit of Excluded Waste in Contractor's trucks, containers or other equipment.

**ARTICLE V  
PAYMENTS**

Customer agrees to pay Contractor on a monthly basis for the services and/or equipment furnished by Contractor in accordance with the rates, charges and fees provided for herein ("Charges"). Payment shall be made by Customer to Contractor within the period of time set forth on the first page of this Agreement. Contractor may impose and Customer agrees to pay a late fee as determined by Contractor for all past due payments, and interest on all past due payments at the rate of one and one-half percent (1½%) per month, provided that no such late fee or interest charge shall exceed the maximum rate allowed therefor by applicable law. Any dispute or claim against Contractor concerning any amount invoiced by Contractor must be asserted by Customer in writing to Contractor at the address set forth on the first page of this Agreement not later than one hundred eighty (180) days following the event or circumstance giving rise to the underlying dispute or claim; the failure to abide by such time requirement shall constitute a release and waiver by Customer of any rights in respect of, and shall constitute a bar on, any claims or requests for relief by Customer on the basis of such dispute or claim. Customer will pay Contractor a standard recycling services and equipment charge set forth herein (irrespective of changing commodity values). Customer shall continue to provide, and Contractor shall continue to collect, recyclable materials from Customer in accordance with the terms of this Agreement for the Term hereof notwithstanding changing commodity values.

**ARTICLE VI  
RATE ADJUSTMENTS**

Customer agrees that the Charges shall be increased from time to time to adjust for increases in the Consumer Price Index. Because disposal, fuel, materials and operations costs constitute a significant portion of the cost of Contractor's services provided hereunder, Customer agrees that Contractor may increase the Charges to account for any increase in such costs or any increases in transportation costs due to changes in location of the disposal facility. Customer agrees that Contractor may also increase the Charges to account for increases in the average weight per container yard of Customer's Waste Materials, increases in Contractor's costs due to changes in local, state or federal rules, ordinances or regulations applicable to Contractor's operations or the services provided hereunder, increases in taxes, fees or other governmental charges assessed against or passed through to Contractor (other than income or real property taxes), and changes in the values associated with recyclable materials. Contractor may increase Charges for reasons other than those set forth above with the consent of Customer. Such consent may be evidenced orally, in writing or by the practices and actions of the parties. In the event Contractor adjusts the Charges as provided in this Article VI, the parties agree that this Agreement as so adjusted will continue in full force and effect. Customer acknowledges and agrees that adjustments to the Charges might not be directly associated with increased costs of servicing Customer's specific account; rather, adjustments to the Charges might be based upon overall costs and expenses incurred by Contractor on a regional or national basis.

**ARTICLE VII  
SERVICE CHANGES AND AMENDMENTS**

Changes to the type, size and amount of equipment, the type or frequency of service, and corresponding adjustments to the rates, may be made by agreement of the parties, evidenced orally, in writing or by the practices and actions of the parties, without affecting the validity of this Agreement and this Agreement shall be deemed amended accordingly. This Agreement shall continue in effect for the Term provided herein and shall not be affected by any changes in Customer's service address if any new service address is located within Contractor's service area. Should Customer change its service address to a location outside Contractor's service area, Customer may cancel the Agreement upon thirty (30) days' written notice to Contractor. Any other amendment to this Agreement not otherwise expressly provided for herein shall be made in writing and signed by both parties.

**ARTICLE VIII  
RESPONSIBILITY FOR EQUIPMENT**

Any equipment furnished hereunder by Contractor shall remain the property of Contractor; however, Customer acknowledges that it has care, custody and control of the equipment while at Customer's location and accepts responsibility for all loss or damage to the equipment (except for normal wear and tear or for loss or damage resulting from Contractor's handling of the equipment) and for its contents. Customer shall not overload (by weight or volume), move or alter the equipment, and shall use the equipment only for its proper and intended purpose. Customer agrees to indemnify, defend and hold harmless Contractor, its employees and agents against all claims, damages, suits, penalties, fines, liabilities and costs (including reasonable attorneys' fees) for injury or death to persons or loss or damage to property arising out of Customer's use, operation or possession of the equipment. Customer agrees to provide unobstructed access to the equipment on the scheduled collection day. If the equipment is inaccessible so that the regularly scheduled pick-up cannot be made, Contractor will promptly notify Customer and afford Customer a reasonable opportunity to provide the required access; however, Contractor reserves the right to charge an additional fee for such inaccessibility and/or delay or any additional collection service required by Customer's failure to provide such access. The word "equipment" as used in this Agreement shall mean all containers used for the storage of Waste Materials, and such other on-site devices as may be specified on the first page of this Agreement.

**ARTICLE IX  
DAMAGE TO PAVEMENT**

Customer warrants that Customer's pavement, curbing or other driving surface or any right of way reasonably necessary for Contractor to provide the services described herein are sufficient to bear the weight of all of Contractor's equipment and vehicles reasonably required to perform such services. Contractor will not be responsible for damage to any such pavement, curbing, driving surface or right of way, and Customer agrees to assume all liabilities for any such damage, which results from the weight of Contractor's vehicles providing service at Customer's location.

**ARTICLE X  
EARLY TERMINATION; LIQUIDATED DAMAGES**

In the event Customer requests termination of this Agreement prior to the expiration of its Term other than as a result of an uncured breach by Contractor or if Contractor terminates this Agreement for Customer's breach (including nonpayment), then, in addition to such other damages as may be sustained by Contractor, Customer agrees to pay to Contractor all past due sums plus, as liquidated damages, a sum calculated as follows: (a) if the remaining Term under this Agreement is six (6) or more months, the average of Customer's most recent six (6) monthly charges multiplied by six (6); or (b) if the remaining Term under this Agreement is less than six (6) months, the average of Customer's most recent six (6) monthly charges multiplied by the number of months remaining in the Term. If the Term has not yet run for six (6) months, the average of Customer's monthly charges to date shall be used. Customer expressly acknowledges that in the event of an early termination of this Agreement, the anticipated loss to Contractor in such event is estimated to be the amount set forth in the foregoing liquidated damages provision and such estimated value is reasonable and is not imposed as a penalty. The parties stipulate and agree that the liquidated damages set forth in this Article will compensate Contractor for the loss of revenue attributable to the early termination of this Agreement, but the payment of these liquidated damages shall not in any way limit Contractor's rights and remedies relating to a breach of any other provision(s) of this Agreement.

Customer acknowledges and agrees that any request for termination of this Agreement prior to expiration of the Term requires an unscheduled collection of Contractor's equipment, which may take up to thirty (30) days to complete after Contractor receives from Customer: (a) a written request to terminate this Agreement; and (b) full payment of all liquidated damages and past due amounts owed by Customer to Contractor. Customer agrees that it shall not move or allow any third party to move Contractor's equipment during the thirty (30) day period within which Contractor has the sole and exclusive right to service and remove its equipment from Customer's service location, and hereby grants Contractor an irrevocable right and license to allow its equipment to remain on Customer's service location for such thirty (30) day period. This Article shall survive the termination or expiration of this Agreement.

**ARTICLE XI  
BREACH, SUSPENSION AND TERMINATION FOR CAUSE**

If during the Term of this Agreement either party shall be in breach of any provision of this Agreement, the other party may suspend its performance hereunder until such breach has been cured or terminate this Agreement; provided, however, that no termination of this Agreement shall be effective until the complaining party has given written notice of such breach to the breaching party and the breaching party has failed to cure such breach within ten (10) days after its receipt of such notice. Upon any such failure to cure, the complaining party may terminate this Agreement by giving the breaching party written notice of such termination, which shall become effective upon receipt of such notice.

**ARTICLE XII  
ASSIGNMENT**

Without the prior written consent of Contractor, which may be withheld in Contractor's sole and absolute discretion, Customer shall not take any one or more of the following actions: (a) assign or transfer this Agreement or any of its rights, or delegate any of its duties or obligations under this Agreement, whether voluntarily, by merger or operation of law, or otherwise; (b) appoint any third party agent (including without limitation any management company or broker) to exercise any rights, responsibilities, or take any action under this Agreement; or (c) request a change in Customer's billing address to any third party. Any violation of this Article by Customer shall constitute a breach of this Agreement for which Contractor may, in its sole and absolute discretion, seek damages and/or specific performance, including injunctive relief, without the requirement of establishing irreparable injury.

**ARTICLE XIII  
OPPORTUNITY TO PROVIDE ADDITIONAL SERVICES; RIGHT OF FIRST REFUSAL**

Contractor values the opportunity to meet all of Customer's Waste Materials collection, disposal and recycling needs. Customer will provide Contractor the opportunity to meet those needs and to provide, on a competitive basis, any additional Waste Materials collection, disposal and recycling services during the Term of this Agreement. Customer also grants Contractor a right of first refusal to match any offer Customer receives (or makes) related to the provision of services to Customer similar to those covered hereunder upon expiration or termination of this Agreement for any reason, and Customer shall give Contractor prompt written notice of any such offer and a reasonable opportunity (but in any event at least five (5) business days from receipt of such notice) to match any such offer. In the event that Contractor matches such an offer, the parties hereto shall thereafter be bound by the terms of such offer. If Customer fails to comply with these right of first refusal provisions in any instance, then Customer shall pay to Contractor all resulting damages incurred by Contractor, including, without limitation, lost profits.

**ARTICLE XIV  
EXCUSED PERFORMANCE**

Except for the payment of amounts owed hereunder, neither party hereto shall be liable for its failure to perform or delay in its performance hereunder due to contingencies beyond its reasonable control including, but not limited to, strikes, riots, compliance with laws or governmental orders, inability to access a container, fires, inclement weather and acts of God, and such failure shall not constitute a breach under this Agreement. For the avoidance of doubt, however, a law or government order, ordinance or award establishing an exclusive franchise or similar right for a service provider in Contractor's service area shall not excuse Customer's performance hereunder.

**ARTICLE XV  
BINDING EFFECT**

This Agreement is a legally binding contract on the part of Contractor and Customer and their respective heirs, successors and permitted assigns, in accordance with the terms and conditions set out herein.

**ARTICLE XVI  
ATTORNEYS' FEES**

In the event Customer fails to pay Contractor all amounts which become due under this Agreement (including any liquidated damages, late fees and interest assessed thereon), or fails to perform its obligations hereunder, and Contractor refers such matter to an attorney, Customer agrees to pay, in addition to all past due sums, any and all costs incurred by Contractor as a result of such action, including, to the extent permitted by law, reasonable attorneys' fees.

**ARTICLE XVII  
ENTIRE AGREEMENT; GOVERNING LAW; SEVERABILITY; SURVIVAL**

This Agreement represents the entire understanding and agreement between the parties hereto concerning the matters described herein and supersedes any and all prior or contemporaneous agreements, whether written or oral, that may exist between the parties regarding the same. This Agreement shall be governed by the laws of the State in which Customer's service locations listed on the first page of this Agreement are situated, without regard to conflicts of law provisions, except that Article XVIII shall be governed by the Federal Arbitration Act (9 U.S.C. sections 1 et seq.). Except as otherwise provided in Article XVIII, if any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and the invalid, illegal, or unenforceable provision shall be modified only to the extent necessary to make it enforceable. All agreements, representations, warranties and acknowledgments of Customer shall survive any termination or expiration of this Agreement, including, without limitation, those set forth in Articles III, IV, V, VIII, IX, X, XII, XIII, XVI and XVII.



**ARTICLE XVIII  
BINDING ARBITRATION AND CLASS ACTION WAIVER**

Except for Excluded Claims (as defined below), any controversy or claim (collectively "Claims") arising out of or relating to this Agreement, or the breach hereof, shall be resolved by mandatory binding arbitration before a single arbitrator administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules (collectively "Rules"), and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The following controversies and claims are not subject to mandatory binding arbitration (collectively, "Excluded Claims"): (A) either party's claims against the other in connection with bodily injury, real property damage or Excluded Waste; (B) Contractor's claims against Customer to collect past due Charges or liquidated damages; (C) Contractor's pursuit of any claims or relief relating to the location or movement of Contractor's equipment, including, without limitation, Contractor's enforcement of the provisions in Article X and any injunctive relief sought in relation thereto; and (D) any claims or relief sought in relation to Article XII.

The parties hereto agree that any and all Claims, whether in arbitration or otherwise, must be brought in a party's individual capacity, and not as a plaintiff or class member in any purported class, consolidated, collective or representative proceeding. Accordingly, Customer hereby waives any and all rights to bring any Claim as a plaintiff or class member in any purported class, consolidated, collective or representative proceeding.

This agreement to arbitrate Claims and waiver of class actions rights is governed by the Federal Arbitration Act (9 U.S.C. sections 1 et seq.) and evidences a transaction in interstate commerce. Notwithstanding anything to the contrary herein or in the Rules, this Article shall not be severable from this Agreement in any case in which the dispute to be arbitrated is brought as a class, consolidated, collective or representative action, and only a court, and not an arbitrator, may adjudicate any contention that any portion of this Article is unenforceable, void or voidable.

**ARTICLE XIX  
CUSTOMER MASTER SERVICE AGREEMENTS**

If Customer and Contractor or any of their respective parent companies or affiliates enter into a Master Service Agreement concerning the Waste Materials, and in the event of a conflict between the Master Service Agreement and this Agreement, the terms of this Agreement shall control, except to the extent the Master Service Agreement specifically references a provision of this Agreement, which reference shall include any applicable Article or Section reference, and the parties specifically express their intent in the Master Service Agreement to amend such provision.