



Casella Waste Management of N.Y., Inc.
67 Carbide Road • Plattsburgh, NY 12901
518.561.7021 518.561.7130

NEW YORK SERVICE CONTRACT²

²FOR USE IN NY IN THE COUNTIES OF ALLEGANY, CATTARAUGUS, CHAUTAUGUS, CHEMUNG, CLINTON, FRANKLIN, SCHUYLER, ST. LAWRENCE, STEUBEN, AND TOMPKINS

ACCOUNT INFORMATION

Account Number **66-52491**
Service Start Date
Delivery Date

NB ☐ IS ☐ DS ☐ BX ☐ BP ☐
FC ☐ SIS ☐ SDS ☐ LC ☐ CL ☐
NO ☐ PI ☐ MC ☐ OO ☐ VOL ☐
S ☐ RWL ☐ PIR ☐

CUSTOMER INFORMATION

BILLING INFORMATION

Company Name **Town Of Plattsburgh**
Address **151 Banker Road**
Plattsburgh, NY 12901
Contact Name
Phone **(518) 562-6800**
Fax Number
Tax I.D. Number

SERVICE INFORMATION

Company Name **Town of Plattsburgh**
Address **151 Banker Road**
Plattsburgh, NY 12901
Contact Name
Phone **(518) 562-6800**
Cell Phone
Email Address

NEW SERVICE INFORMATION

QUANTITY	CONTAINER TYPE (FL, RL, RO)	CONTAINER SIZE	SERVICE FREQUENCY	MATERIAL TYPE	RENTAL RATE	HAUL RATE	DISPOSAL SITE CODE	DISPOSAL RATE PER TON	EXTRA PICKUP	MONTHLY SERVICE FEE
1	FL	4YD	1 X WEEK	TRASH						\$227.48
1	FL	6YD	1 X MONTH	ZERO SORT REC						\$47.82
Recycling	Mon <input type="checkbox"/>	Tue <input type="checkbox"/>	Wed <input type="checkbox"/>	Thur <input checked="" type="checkbox"/>	Fri <input type="checkbox"/>	Sat <input type="checkbox"/>	Sun <input type="checkbox"/>	Container Delivery/Removal Fee		
MSW	Mon <input type="checkbox"/>	Tue <input type="checkbox"/>	Wed <input type="checkbox"/>	Thur <input checked="" type="checkbox"/>	Fri <input type="checkbox"/>	Sat <input type="checkbox"/>	Sun <input type="checkbox"/>	TOTAL SERVICE FEES		
										\$275.30

PREVIOUS SERVICE INFORMATION

QUANTITY	CONTAINER TYPE (FL, RL, RO)	CONTAINER SIZE	SERVICE FREQUENCY	MATERIAL TYPE	RENTAL RATE	HAUL RATE	DISPOSAL SITE CODE	DISPOSAL RATE PER TON	EXTRA PICKUP	MONTHLY SERVICE FEE

ADDITIONAL INFORMATION

Total Service Fees Does Not
Include Taxes or Applicable Fees

Industry Weight Estimate (lbs./cu.yd.)

130

Agreed Upon Term (Months) **24**

Special Comments

This is your current service and pricing. You can make changes to your account as needed.

I have read and understand the terms of and conditions on Page 2 of
this Service Contract including the section entitled "Service Fees".

Customer Authorized Signature

Print Name

Print Title

Date

Contractor Signature

Print Name

Print Title

Date

SERVICE CONTRACT TERMS AND CONDITIONS

SERVICES: The Contractor will provide the Customer with garbage, transportation, disposal and recycling services as specified on page 1 of this Service Contract for Non-Hazardous Waste Materials, and will have the exclusive right to do so during the term of this Service Contract. Customer agrees to the monthly payments agreed upon by Contractor and Customer. In the alternative provided that Contractor's exclusivity is maintained, Service Fees as described on page 1 of this Service Contract may be adjusted from time to time to reflect changes in Contractor's costs during the term of this Service Contract.

WASTE MATERIALS: The Waste Material to be collected and disposed of by the Contractor pursuant to this Service Contract is all solid waste (including recyclable materials) generated by the Customer (the "Waste Material"). Waste Material specifically excludes and the Customer agrees not to deposit in Contractor's equipment any radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infectious, or hazardous materials ("Excluded Waste") as defined by applicable federal, state, provincial or local laws or regulations. Contractor shall acquire all title to the Waste Material when it is loaded into Contractor's trucks. Title to and liability for Excluded Wastes shall remain with the Customer and Customer expressly agrees to indemnify and hold harmless Contractor from and against all damages, penalties, liabilities and fines resulting from or arising out of the deposit of Excluded Waste in Contractor's trucks, containers or other equipment (the "Equipment").

EQUIPMENT: The Equipment furnished by the Contractor to the Customer shall remain the property of the Contractor. Customer will be responsible for loss or damage caused by theft or any negligent use of the Equipment. Customer will not overload by weight or volume, or alter the Equipment, and will take reasonable precautions from preventing others from doing so. The Equipment will be used only for its intended purpose. Unobstructed access to the Equipment shall be provided on the service day(s). If Equipment is not accessible, or is continuously overloaded by weight or volume, the Customer will be subject to an additional charge or a adjustment to the Service Fee. The Customer accepts all liability of personal injury associated with loading of Contractor's Equipment, excluding the Contractor's employees.

WEIGHT: The weight of your waste material is a comprehensive part of the overall cost for service. On the reverse side we have specified a weight per cubic yard that is based on industry averages for similar businesses. We have used this weight as a component in calculating your Service Fees. If, through our weight evaluations, your actual weight doesn't meet this industry estimate we may adjust your Service Fees to reflect the change.

TERM & LIQUIDATED DAMAGES: The initial term of this Service Contract shall be for two (2) years from the Effective Service Start Date and shall be automatically renewed for a one (1) year term unless either party provides sixty (60) days written notice prior to the expiration of the initial term. If the Customer defaults or attempts to cancel Contractor's services on this Service Contract, the Customer agrees that if Contractor's damages would be difficult, if not impossible, to calculate. Therefore, the Customer agrees that in such event it shall pay all past due sums, and in addition, in addition to liquidated damages, not more than, during the first year of the Service Contract, an amount equal to three (3) (or the remaining number of months in the current term) times the most recent monthly charge, or the average of the last three (3) monthly billings, whichever is greater, or if the Customer has been a customer of the Contractor for a duration of greater than a year, an amount equal to one (1) time the most recent monthly charge, or the average of the last three (3) monthly billings, whichever is greater, plus, if reason able, attorneys fees Contractor incurs to enforce its rights against the Customer for cancellation of said Service Contract.

PAYMENT: Customer agrees to pay the Contractor for the Service Fees set forth herein in accordance with the payment terms on Contractor invoice. Failure to pay such Service Fees in a timely manner may result in you being charged fees and interest in accordance with applicable law, plus court costs, attorneys' fees and collection costs.

SERVICE FEES: As noted in "Services" above, Service Fees may be adjusted from time to time to reflect changes in the Contractor's costs during the term of this Service Contract. Additionally, as you have acknowledged on the first page of this Service Contract, our Service Fees may be adjusted during the term of this Service Contract for changes in our costs related to compliance with laws, regulations or orders or increases in the costs which affect our industry, and the conduct of our business. These additional Service Fees are explained in detail on our website at casella.com/fees. These Service Fee adjustments are intended in part to cover the following matters: Energy & Environmental (E&E) Fees, which includes a Fuel/Oil Recovery Fee tied to a table set forth on our website; a Sustainability Recycling Adjustment (SRA) Fee to cover a portion of our continuing investment in our recycling capabilities, including our recycling facilities; and a Temporary Roll-Off (Dumpster Rental) Service Fee. Other Service Fees could be implemented from time to time upon advance notice to Customer. Upon implementation of, or adjustment to, any of these Service Fees, you will receive a description of such Service Fees on your monthly invoice. Should you wish to discuss such Service Fees during the term of your Service Contract, you may reach a Casella customer service representative by telephoning this number 800-CASELLA.

DISPUTE RESOLUTION: Customer agrees to dispute resolution by arbitration pursuant to the rules of the American Arbitration Association. Should any dispute arise pursuant to this Service Contract, Customer expressly waives rights to a civil trial, and further, Customer waives all rights to participate in any class which may be formed for the purposes of a civil class action against Contractor regarding the validity or enforceability of this Service Contract.

PAVEMENT DAMAGE: Contractor will not be responsible for damage to Customer's pavement or driving surface from the weight of our Equipment or vehicles in providing service to the Customer. If damage other than pavement occurs through the gross negligence of the Contractor, the Contractor will assume responsibility.

INDEMNITY: By signing this Service Contract, we agree to pay all costs, fines and legal fees incurred as the result of our gross negligence, willful misconduct or violation of the law that occurs during the handling of your non-hazardous waste and recycling material. We will also be responsible for all personal injury or property damage claims resulting from our gross negligence or willful misconduct. By signing this Service Contract, you authorize us to enter your property to provide service, and you are responsible for keeping roadways and pavement suitable for access. You agree to indemnify, hold harmless and defend us against all claims, lawsuits, demands, costs or other liability resulting from or arising out of your gross negligence or willful misconduct while our equipment is in your possession. You will not hold us responsible for damage to our equipment or the improper use of our equipment by you, your employees, guests or any persons on your premises.

MISCELLANEOUS: This Service Contract will be governed by the laws of the state in which services are performed, and is binding on the successor and heirs of both parties. This Service Contract supersedes any prior Contract between Contractor and Customer for locations or services covered by this Service Contract. If Customer should move during the term of this Service Contract, the Contractor's, including subsidiaries' service area, the Service Contract shall remain in effect. A fax or electronic signature of any party shall be considered to have the same binding legal effect as an original signature.