

CONDITIONS OF USE FOR THIS PDF

The images contained within this PDF may be used for private study, scholarship, and research only. They may not be published in print, posted on the internet, or exhibited. They may not be donated, sold, or otherwise transferred to another individual or repository without the written permission of The Museum of Modern Art Archives.

When publication is intended, publication-quality images must be obtained from SCALA Group, the Museum's agent for licensing and distribution of images to outside publishers and researchers.

If you wish to quote any of this material in a publication, an application for permission to publish must be submitted to the MoMA Archives. This stipulation also applies to dissertations and theses. All references to materials should cite the archival collection and folder, and acknowledge "The Museum of Modern Art Archives, New York."

Whether publishing an image or quoting text, you are responsible for obtaining any consents or permissions which may be necessary in connection with any use of the archival materials, including, without limitation, any necessary authorizations from the copyright holder thereof or from any individual depicted therein.

In requesting and accepting this reproduction, you are agreeing to indemnify and hold harmless The Museum of Modern Art, its agents and employees against all claims, demands, costs and expenses incurred by copyright infringement or any other legal or regulatory cause of action arising from the use of this material.

NOTICE: WARNING CONCERNING COPYRIGHT RESTRICTIONS

The copyright law of the United States (Title 17, United States Code) governs the making of photocopies or other reproductions of copyrighted material. Under certain conditions specified in the law, libraries and archives are authorized to furnish a photocopy or other reproduction. One of these specified conditions is that the photocopy or reproduction is not to be "used for any purpose other than private study, scholarship, or research." If a user makes a request for, or later uses, a photocopy or reproduction for purposes in excess of "fair use," that user may be liable for copyright infringement.

The Museum of Modern Art Archives, NY	Collection:	Series.Folder:
	Burton	IV. 34

ROSENMAN & COLIN

575 MADISON AVENUE, NEW YORK, NY 10022-2585

TELEPHONE (212) 940-8800
CABLE ROCOKAY NEWYORK
TELECOPIER (212) 940-8776
(212) 935-0679
TELEX 427571 ROSCOL (ITT)
971520 RCFLC NYK (W.U.)

SAMUEL I. ROSENMAN (1896-1973)
RALPH F. COLIN (1900-1985)

WASHINGTON OFFICE
1300 19TH STREET, N.W.
WASHINGTON, D.C. 20036
TELEPHONE (202) 463-7177

March 19, 1990

GILBERT S. EDELSON
(212) 940-7070

Ms. Nina Felshin
27 West 96th Street
New York, New York 10025

Dear Nina:

Thanks for your letter of March 8 about Peter Day.

As you may recall, there was some confusion about Mr. Day's position and possible participation in the Toronto project. My impression from what I heard from a variety of sources was that Mr. Day was trying to push his way in to make a few dollars. I have since heard from Tom, and now from you, that Mr. Day's participation is important.

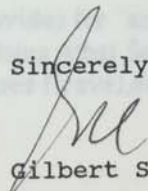
I don't think I was impolite when I met with Mr. Day. I simply told him that I would have to consider the situation and that I would be back to him. I certainly did not intend to, nor do I think I did, rub him the wrong way.

There is one possible problem. I will have to check with Mal to see whether I and the estate am empowered to hire Mr. Day. When Scott made his changes in the draft Will that we had presented to him, he eliminated certain provisions which might have been helpful. I want to make sure that I have the power to go forward.

I look forward to seeing you on March 28 both at the memorial service and at the later meeting of the art advisory committee.

With best regards.

Sincerely,


Gilbert S. Edelson

GSE:pm

The Museum of Modern Art Archives, NY	Collection:	Series.Folder:
	Burton	IV. 34

NINA FELSHIN 27 WEST 96TH STREET NEW YORK NY 10025 (212) 222-4918

March 8, 1990

Gil Edelson
Rosenman & Colin
575 Madison Avenue
New York, N.Y. 10022

RE: Toronto Commission

Dear Gil:

As you know, Peter Day met with me, Tom and Siah in early February (the day before he met with you) to discuss the Toronto project. After discussing the status of the project and what remained to be done, Siah said he thought Tom could handle it. I was concerned with this judgement but deferred to Siah because of his experience with public art projects.

Peter Day has been deeply involved with this project from the start and there is no question in my mind or in Tom's that his continued participation is absolutely essential. He lives in Toronto, knows exactly what needs to be done and really is the person to supervise completion of the project. Tom and I have discussed this and concur. Tom and I also agree that all remaining decisions, etc., should be run by Tom and that he should be kept abreast of progress, but that Peter is really the key player.

I am aware that Peter has a daily rate and a half-day rate and that he can't project a total amount for his services. It seems to me that he has to be bound by the \$10,000.00 that remains in the contract which would have been due Scott upon completion of the project.

Scott's contract (see enclosure) provides for "any reasonable out of pocket expenses." Since Peter would be doing what Scott would have done if he were alive his out of pocket expenses (travel, etc.) would be reimbursed by the client.

The Museum of Modern Art Archives, NY	Collection:	Series.Folder:
	Burton	IV. 34

Peter will be in town for Scott's memorial on March 28, and will remain through Friday, the 30th. He will be staying at the Washington Square Hotel (777-9515). Between you and me, his feathers are a little ruffled, but I think justifiably so, because of the outcome of that meeting in February. I think he's expecting a call from you at the end of March. I hope you'll be in touch with him.

Sincerely,



Nina Felshin

Termination

3.0 (a) The Owner may terminate this agreement in its sole discretion upon notice to Burton and Burton will accept payment for the Work done to the date of such termination on a pro-rated basis in accordance with the provisions of this agreement in full satisfaction of any and all claims under this agreement.

(b) The Owner may by notice to Burton require Burton to suspend or interrupt all or any part of the Work for each period of time as the Owner may determine in appropriate; provided that if the period of suspension or interruption exceeds 270 days, Burton shall have the right to terminate this agreement upon notice to the Owner. In no event, however, shall there be any adjustment of the fees payable to Burton. In the event of any termination pursuant to this paragraph 3.0(b), the provision of paragraph 3.0(a) relating to compensation of Burton shall be applicable.

3.1 Burton may refuse to continue to perform the Work without liability upon the failure of the Owner to pay any amount due hereunder, after at least 30 days prior notice thereof. If Burton terminates this agreement pursuant to this provision he shall be entitled to payment for the Work done to the date of such termination on a pro-rated basis in accordance with the provisions of this agreement in full satisfaction of any and all claims under this agreement.

The Museum of Modern Art Archives, NY	Collection:	Series.Folder:
	Burton	IV. 34

- 3 -

paragraph 2.0 shall be equitably adjusted by agreement between the parties hereto; no payment for any additional work performed hereunder shall be paid unless Burton has received the prior written authorization of the Owner for the performance of such work; if the parties cannot agree on an equitable adjustment to the fee, either party may submit the matter to arbitration pursuant to the Arbitrations Act (Ontario).

2.2 The Owner shall reimburse Burton for any reasonable out of pocket expenses incurred in the performance of the Work, provided that Burton shall have first obtained prior written authorization of the Owner for any expenses in excess of \$750.00 (U.S.), it being understood that such expenses shall not include remuneration paid to Burton's agents or employees. The Owner shall pay the outstanding amount owing within 30 days of receipt of invoices containing reasonable details as to the basis for the amount claimed therein.

Termination

3.0 (a) The Owner may terminate this agreement in its sole discretion upon notice to Burton and Burton will accept payment for the Work done to the date of such termination on a pro-rated basis in accordance with the provisions of this agreement in full satisfaction of any and all claims under this agreement.

(b) The Owner may by notice to Burton require Burton to suspend or interrupt all or any part of the Work for such period of time as the Owner may determine is appropriate; provided that if the period of suspension or interruption exceeds 270 days, Burton shall have the right to terminate this agreement upon notice to the Owner. In no event, however, shall there be any adjustment of the fees payable to Burton. In the event of any termination pursuant to this paragraph 3.0(b), the provision of paragraph 3.0(a) relating to compensation of Burton shall be applicable.

3.1 Burton may refuse to continue to perform the Work without liability upon the failure of the Owner to pay any accounts due hereunder, after at least 30 days prior notice thereof. If Burton terminates this agreement pursuant to this provision he shall be entitled to payment for the Work done to the date of such termination on a pro-rated basis in accordance with the provisions of this agreement in full satisfaction of any and all claims under this agreement.

The Museum of Modern Art Archives, NY	Collection:	Series.Folder:
	Burton	IV. 34

3/8/90

TORONTO: BCE PLACE - CANADA TRUST TOWER

Artist's Fee	\$100,000.00
Payments to date	90,000.00
Due upon completion	10,000.00

Status: *Architect's Fee*

Anticipated date of completion: August 1990.

Contacts:

John Roce
BCE Development Corporation
Toronto Dominion Bank Tower
P.O. Box 3, Suite 3850
Toronto Dominion Center
King Street West
Toronto M5K 1A1 Ontario
CANADA
(416) 369-2312

The Museum of Modern Art Archives, NY	Collection:	Series.Folder:
	Burton	IV. 34

BCED Realty Inc. P.O. Box 3 Suite 3850 Toronto-Dominion Bank Tower, Toronto-Dominion Centre, Toronto, Ontario M5K 1A1 (416) 369-2300

May 3, 1988

Mr. Max Protech
560 Broadway
New York, New York
10012 U.S.A.

Re: BCE Place - Canada Trust Tower

Dear Max:

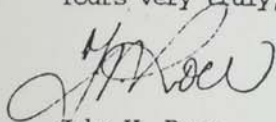
During Scott Burton's visit to Toronto this week, we briefly discussed progress payment schedule on account of his services for the Garden Court.

It was mutually agreed that the Fee in the amount of \$100,000 U.S. would be phased as follows:

1. 33% immediate for services rendered to date.
2. 57% spread out over the term of the design and construction documentation phase.
3. 10% at final acceptance of work in place.

I trust this meets with your acceptance.

Yours very truly,



John V. Roce
Vice President,
Construction

JVR/da

The Museum of Modern Art Archives, NY	Collection:	Series.Folder:
	Burton	IV. 34

Max Protetch

560 Broadway
New York 10012
212.966.5454

10 May 1988

B.C.E. Development Corporation
Toronto Dominion Bank Tower
PO Box 3 Suite 3850
Toronto Dominion Center
King Street West
Toronto M5K 1A1, Ontario
CANADA
416.369.2300
Attn: John Roce, Vice President, Construction

INVOICE #1677

PAYMENT #1 due to SCOTT BURTON as per enclosed
agreement for BCE PLACE - CANADA TRUST TOWER,
schematic design.

\$33,000.00US

TOTAL DUE \$33,000.00US

Please make check payable to MAX PROTETCH, INC.

THANK YOU.

FOR STUDY PURPOSES ONLY. NOT FOR REPRODUCTION.

The Museum of Modern Art Archives, NY	Collection:	Series.Folder:
	Burton	IV. 34

Jx Protetch

60 Broadway
New York 10012
212.966.5454

July 20th.1988

B.C.E Development Corporation
Toronto Dominion Bank Tower
PO Box 3 Suite 3850
Toronto Dominion Center
King Street West
Toronto M5K 1A1 Ontario
CANADA.
Attn:John Roce, Vice President, Construction

Invoice # 1700

B.C.E PLACE - CANADA TRUST TOWER

Phase 2: Payment # 1 in accordance with the agreement \$19,000 US
with Scott Burton:

Total this Invoice: \$19,000.US

Please make check payable to SCOTT BURTON.

Thank you.

FOR STUDY PURPOSES ONLY. NOT FOR REPRODUCTION.

The Museum of Modern Art Archives, NY	Collection:	Series.Folder:
	Burton	IV. 34

60 Broadway
New York 10012
212.966.5454

12 October 1988

B.C.E. Development Corporation
Toronto Dominion Bank Tower
PO Box 3, Suite 3850
Toronto Dominion Center
King Street West
Toronto M5K 1A1
Ontario, CANADA
Attn: John Roce
Vice President, Construction

INVOICE #1714

B.C.E. Place
CANADA TRUST TOWER, TORONTO

PHASE 2: Payment #2 in accordance
with the Agreement with
SCOTT BURTON \$19,000 US

Total this invoice: \$19,000 US

Please make check payable to SCOTT BURTON.

THANK YOU.

The Museum of Modern Art Archives, NY	Collection:	Series.Folder:
	Burton	IV. 34

SCOTT BURTON
 CUMULATIVE LEDGER
 FROM Jan 01, 1989 TO Dec 31, 1989

Page 7
 Date 01/31/90

ACCT NO.	DESCRIPTION	REF1	EMP#	JR	BAL	FWD	CURR PER	END BAL
12/31/89	CDS JRNL ENTRY	JE-10					1534.41	
12/31/89	CDS JRNL ENTRY	JE-11					2103.85	
	TOTALS-PERIOD ENDING	Dec 31						84924.50 **
433.00	CAPITAL						40412.95	40412.95 **
505.00	INCOME-GSA PORTLAND ORE						.00	.00 **
506.00	INCOME-SHEEPSHEAD BAY						.00	.00 **
507.00	INCOME-TORONTO						.00	
09/26/89	DCED-TORONTO TRAVEL		0107	C/R			19000.00-	
	TOTALS-PERIOD ENDING	Sep 30						19000.00- **
508.00	INCOME-LISSON GALLERY						.00	
01/31/89	LISSON VALLEY		0107	C/R			31970.18-	
05/31/89	LISSON GALLERY		0107	C/R			9600.00-	
	TOTALS-PERIOD ENDING	Sep 30						41590.18- **
509.00	INCOME-EQUITABLE LIFE NYC						.00	.00 **
510.00	INCOME-WEINBERG GALLERY						.00	
06/19/89	WEINBERG GALLERY		0107	C/R			6382.15-	
08/22/89	WEINBERG GALLERY		0107	C/R			30490.00-	
09/05/89	DANIEL WEINBERG GAL		0107	C/R			9679.50-	
	TOTALS-PERIOD ENDING	Sep 30						46551.65-
10/12/89	WEINBERG GALLERY		0107	C/R			20000.00-	
	TOTALS-PERIOD ENDING	Oct 31						66551.65-
12/27/89	WEINBERG GALLERY		0107	C/R			10152.25-	
	TOTALS-PERIOD ENDING	Dec 31						76703.90- **
511.00	INCOME-MCINTOSH-DRYSDALE						.00	.00 **
513.00	INCOME-ROTTERDAM						.00	.00 **
514.00	INCOME-LIVERPOOL						.00	.00 **
515.00	INCH-UNION BK SWITZERLAND						.00	
05/25/89	PROTETCH		0107	C/R			12000.00-	
	TOTALS-PERIOD ENDING	Sep 30						12000.00- **
517.00	LEBS INCOME ADJUSTMENTS						.00	.00 **
520.00	PROTECH-STIPEND						.00	
01/03/89	PROTETCH STIPEND		0107	C/R			5000.00-	
01/15/89	PROTETCH STIPEND		0107	C/R			5000.00-	
02/01/89	PROTETCH STIPEND		0107	C/R			5000.00-	
02/15/89	PROTETCH STIPEND		0107	C/R			5000.00-	
03/01/89	PROTETCH STIPEND		0107	C/R			5000.00-	

The Museum of Modern Art Archives, NY	Collection:	Series.Folder:
	Burton	IV. 34

SCOTT BURTON
 CUMULATIVE LEDGER
 FROM Jan 01, 1988 TO Dec 31, 1988

NO.	DESCRIPTION	REF1	EMP#	JR	BAL	FWD	CURR PER	END BAL
	11/30/88 BCED TORONTO		0107	CD			19000.00-	
	TOTALS-PERIOD ENDING		Dec 31	C/R				78220.88-xx
508.00	INCOME-LISSON GALLERY					.00		
	01/25/88 LISSON GALLERY		0107	C/R			7954.63-	
	TOTALS-PERIOD ENDING		Sep 30					7954.63-xx
509.00	INCOME-EQUITABLE LIFE NYC					.00		
	02/05/88 EQUITABLE		0107	C/R			10000.00-	
	TOTALS-PERIOD ENDING		Sep 30					10000.00-xx
510.00	INCOME-WEINBERG GALLERY					.00		.00 xx
511.00	INCOME-MCINTOSH-DRYSDALE					.00		.00 xx
513.00	INCOME-ROTTERDAH					.00		
	05/03/88 RUTTERDAH ART		0107	C/R			853.15-	
	06/07/88 ROTTERDAH ART		0107	C/R			658.87-	
	08/02/88 TRAVEL RE-IMBURSEHEN		0107	C/R			805.18-	
	08/02/88 BALANCE OF FEE		0107	C/R			3408.75-	
	TOTALS-PERIOD ENDING		Sep 30					5725.95-xx
514.00	INCOME-LIVERPOOL					.00		
	04/07/88 STERLING	88-04	0107	C/R			4651.30-	
	TOTALS-PERIOD ENDING		Sep 30					4651.30-xx
515.00	UNION BANK OF SWITZERLAND					.00		
	07/11/88 PROTETCH		0107	C/R			24600.00-	
	TOTALS-PERIOD ENDING		Sep 30					24600.00-
	11/15/88 UNION BANK		0107	C/R			12300.00-	
	TOTALS-PERIOD ENDING		Dec 31					36900.00-xx
517.00	LESS INCOME ADJUSTMENTS					.00		.00 xx
520.00	PROTECH-STIPEND					.00		
	01/01/88 PROTETCH STIPEND		0107	C/R			5000.00-	
	01/15/88 PROTETCH STIPEND		0107	C/R			5000.00-	
	02/01/88 PROTETCH STIPEND		0107	C/R			5000.00-	
	02/15/88 PROTETCH		0107	C/R			5000.00-	
	03/01/88 PROTETCH STIPEND		0107	C/R			5000.00-	
	03/15/88 PROTETCH		0107	C/R			5000.00-	
	04/01/88 PRERITEN STIPEND	88-04	0107	C/R			5000.00-	
	04/15/88 PRERITEN	88-04	0107	C/R			5000.00-	
	05/05/88 PROTETCH STIPEND		0107	C/R			5000.00-	
	05/18/88 PROTETCH STIPEND		0107	C/R			5000.00-	
	06/01/88 PROTETCH		0107	C/R			5000.00-	
	06/14/88 PROTETCH		0107	C/R			5000.00-	
	07/11/88 PROTETCH		0107	C/R			5000.00-	
	07/16/88 PROTETCH		0107	C/R			5000.00-	
	08/01/88 PROTECTION STIPEND		0107	C/R			5000.00-	

The Museum of Modern Art Archives, NY	Collection:	Series.Folder:
	Burton	IV. 34

John Rece
2/8/90 Paperwork Fund

Implementation program

Materials in production

Plant material

Stones selected + must arrive ^{to be placed}
Fabrication benches (in wabs)

S

Must be placed.

Plants + trees to be planted
+ portico

Description of Services and Authorization

1.0 The Owner hereby retains Burton to provide art work (the "Work") for the Garden Court (being the area bounded by Front Street on the south, the west wall of the building known municipally as 20-22 Front Street, Toronto on the east, the south wall of that part of the Project known as the Galleria, and the east wall of the office building to be located on the northeast corner of Bay Street and Front Street), the Work being generally described in Schedule A attached hereto and shown on the sketch attached hereto as Schedule B, and Burton hereby undertakes to perform the Work.

1.1 In performing the Work, Burton shall provide the following services:

- (a) carry out the development and refinement of the design of the Work in consultation with the Owner and architect for the Project;
- (b) supervise and act as a consultant during the fabrication and installation of the Work;

The Museum of Modern Art Archives, NY	Collection:	Series.Folder:
	Burton	IV. 34

February 1, 1988

TO: Scott Burton
560 Broadway
New York, New York
U.S.A. 10012

Handwritten: c/o M.A.P. !! [also p. 2]

**Re: Retainer of Scott Burton
for Art Work at BCE Place
Toronto, Ontario**

Handwritten: call [unclear] 4 st. Toronto

Scott Burton ("Burton") and BCED Realty Inc., BCE Place Limited and Truscan Realty Limited (collectively, the "Owner") have agreed to enter into this agreement to set forth the terms on which Burton shall be retained to provide art work for the "Garden Court" of Phase I of BCE Place (the "Project"). Burton and the Owner hereby agree as follows:

Description of Services and Authorization

1.0 The Owner hereby retains Burton to provide art work (the "Work") for the Garden Court (being the area bounded by Front Street on the south, the west wall of the building known municipally as 20-22 Front Street, Toronto on the east, the south wall of that part of the Project known as the Galleria, and the east wall of the office building to be located on the northeast corner of Bay Street and Front Street), the Work being generally described in Schedule A attached hereto and shown on the sketch attached hereto as Schedule B, and Burton hereby undertakes to perform the Work.

1.1 In performing the Work, Burton shall provide the following services:

- (a) carry out the development and refinement of the design of the Work in consultation with the Owner and architect for the Project;
- (b) supervise and act as a consultant during the fabrication and installation of the Work;

The Museum of Modern Art Archives, NY	Collection:	Series.Folder:
	Burton	IV. 34

- 2 -

- (c) provide a list of materials and finishes that are satisfactory to the Owner;
- (d) provide maintenance instructions for the Work; and
- (e) keep insured against all risks of direct loss or damage, all drawings and models of the Work except those that are in the possession of the Owner until the Work has been installed to the satisfaction of the Owner. In the event of such loss or damage, Burton shall forthwith replace or repair the loss or damage at no additional expense to the Owner; or alternatively the Owner can elect to receive any insurance proceeds relating to such loss or damage. The Owner shall be named as an insured in all policies, evidenced by copies provided to the Owner prior to the commencement of the Work;

1.2 Without in any way limiting the generality of the foregoing, Burton shall comply with all laws, codes, municipal agreements relating to the Project, ordinances and regulations enforceable and applicable to the Project in order that consents, approvals, licenses and permits can be applied for and obtained.

Fees, Disbursements and Terms of Payment

2.0 The fee for the Work shall be \$100,000 (U.S.) and shall be payable as follows:

- (i) \$33,000 (U.S.) upon the execution and delivery of this agreement by both parties hereto;
- (ii) \$57,000 (U.S.) upon the satisfactory completion of the design of the Work as determined by the Owner, acting reasonably; and
- (iii) \$10,000 (U.S.) within 45 days of final completion of the Work in place as determined by the Owner, acting reasonably, provided Burton, his suppliers, agents and employees have not registered a construction lien against the Project.

2.1 The Owner may change the extent of the Work from time to time, in which event the fees payable pursuant to

The Museum of Modern Art Archives, NY	Collection:	Series.Folder:
	Burton	IV. 34

- 3 -

paragraph 2.0 shall be equitably adjusted by agreement between the parties hereto; no payment for any additional work performed hereunder shall be paid unless Burton has received the prior written authorization of the Owner for the performance of such work; if the parties cannot agree on an equitable adjustment to the fee, either party may submit the matter to arbitration pursuant to the Arbitrations Act (Ontario).

2.2 The Owner shall reimburse Burton for any reasonable out of pocket expenses incurred in the performance of the Work, provided that Burton shall have first obtained prior written authorization of the Owner for any expenses in excess of \$750.00 (U.S.), it being understood that such expenses shall not include remuneration paid to Burton's agents or employees. The Owner shall pay the outstanding amount owing within 30 days of receipt of invoices containing reasonable details as to the basis for the amount claimed therein.

Termination

3.0 (a) The Owner may terminate this agreement in its sole discretion upon notice to Burton and Burton will accept payment for the Work done to the date of such termination on a pro-rated basis in accordance with the provisions of this agreement in full satisfaction of any and all claims under this agreement.

(b) The Owner may by notice to Burton require Burton to suspend or interrupt all or any part of the Work for such period of time as the Owner may determine is appropriate; provided that if the period of suspension or interruption exceeds 270 days, Burton shall have the right to terminate this agreement upon notice to the Owner. In no event, however, shall there be any adjustment of the fees payable to Burton. In the event of any termination pursuant to this paragraph 3.0(b), the provision of paragraph 3.0(a) relating to compensation of Burton shall be applicable.

3.1 Burton may refuse to continue to perform the Work without liability upon the failure of the Owner to pay any accounts due hereunder, after at least 30 days prior notice thereof. If Burton terminates this agreement pursuant to this provision he shall be entitled to payment for the Work done to the date of such termination on a pro-rated basis in accordance with the provisions of this agreement in full satisfaction of any and all claims under this agreement.

The Museum of Modern Art Archives, NY	Collection:	Series.Folder:
	Burton	IV. 34

3.2 Upon early termination of this agreement in settlement of accounts, or upon completion of Burton's obligations under this agreement, all information, material, drawings, plans, models, specifications and other documents prepared by Burton, his agents and employees for the purpose of this agreement shall forthwith be delivered to the Owner.

Confidentiality

4.0 Burton will not at any time, either before or after completion of the Work or the termination of this agreement, discuss any information pertaining to this agreement without the prior written authorization of the Owner, except to the extent that such discussion is necessary for the proper performance of the Work. In addition, Burton will not at any time either before or after the completion of the Work or the termination of this agreement, produce any information, documents, drawings, models, or other materials pertaining to the Owner, its business affairs or the Project notwithstanding that such matters may be a matter of public record, except to the extent that such production is necessary for the proper performance of the Work. Burton also agrees that all working drawings, plans and specifications, and other contract documents relating to the Project are and shall remain of a confidential nature. Burton covenants and agrees that his agents, employees and all other persons employed or retained by him shall be bound by such confidentiality.

Rights of Use

5.0 The Owner will have the right to use the image, photographs and artists rendering of the Work for any advertising, publishing and publicity purposes. Neither the Owner nor Burton shall have the right to replicate the Work or any part thereof, nor will the Work be employed in any other work of art without the written authorization of the other, whether or not there has been an early termination of this agreement. The Owner shall in its sole discretion have the right to replicate the Work within the Project and to change, replace or move the Work in place or any portion thereof to a different location, but will consult with Burton prior to making such change, replacement or move.

7.2 This agreement shall not be assigned by Burton.

The Museum of Modern Art Archives, NY	Collection:	Series.Folder:
	Burton	IV. 34

- 5 -

Notice

6.0 Any notice to be given pursuant to this agreement shall be in writing and shall be sufficiently given if delivered or sent by prepaid registered mail as follows:

(a) to the Owner at:

c/o BCE Development Corporation
Suite 3850
Toronto-Dominion Bank Tower
Toronto-Dominion Centre
Toronto, Ontario

Attention: Mr. John Roce

with a copy to A.B. Lennox at the same address

(b) to Burton at:

560 Broadway ← c/o M.P.S. Inc!
New York, New York
U.S.A. 10012

Attention: Scott Burton

Any notice so given shall be deemed to have been given on the date of delivery thereof or if sent by prepaid registered mail it shall be deemed to have been received on the third day following mailing. Either the Owner or Burton may by notice to the other change its address for notice. Any such address shall identify the relevant section of this agreement pursuant to which it is given.

General Provisions

7.0 Time is of the essence of this agreement.

7.1 There shall be no modification, variation or amendment to this agreement except in writing duly signed by the parties hereto.

7.2 This agreement shall not be assigned by Burton.

The Museum of Modern Art Archives, NY	Collection:	Series.Folder:
	Burton	IV. 34

7.3 This agreement shall be construed and the legal relations between the parties hereto shall be determined, in accordance with the laws of the Province of Ontario.

Please confirm your agreement with the contents of this agreement by signing and sealing the enclosed duplicate and returning it to us.

BCED REALTY INC.

by _____

_____ C.S.

BCE PLACE LIMITED

by _____

_____ C.S.

TRUSCAN REALTY LIMITED

by _____

_____ C.S.

I hereby confirm my agreement with the contents of this agreement.

Scott Burton

The Museum of Modern Art Archives, NY	Collection:	Series.Folder:
	Burton	IV. 34

SCHEDULE A

DESCRIPTION OF THE WORK

The Work consists of:

- (i) the horizontal surfaces and furnishings thereon, including but not limited to paving patterns, seating, stairs, lighting fixtures and planting;
- (ii) the vertical surface of the screening wall for the air intakes which forms the easterly boundary of the Garden Court space;
- (iii) the central landscaped element, including but not limited to seating, planting, lighting and water elements; and
- (iv) the light wells and/or skylights and any vertical connections to the concourse level.

The Museum of Modern Art Archives, NY	Collection:	Series.Folder:
	Burton	IV. 34

NEWHOUSE & DEMING ATTORNEYS AT LAW

9 EAST 40TH STREET · NEW YORK, N.Y. 10016 (212) 683-6659

NANCY K. DEMING
JOHN NEWHOUSE
—
CHRISTOPHER M. YARNELL
OF COUNSEL

August 15, 1989

Mr. Scott Burton
c/o Nina Felshin
27 West 96th Street
New York, New York 10025

Re: Agreement with BCE Development Corporation

Dear Scott:


I enclose a draft of an agreement between you and BCE Development Corporation which Richard Parr prepared.

As you will see Mr. Parr has not mentioned anything about the ownership of copyright to the Work. He has advised me that under Canadian law, the copyright in a work created by an independent contractor is owned by the contractor, unless the agreement states otherwise. Thus, if BCED does not raise the issue, you will retain the copyright. If, however, BCED does raise the issue and insists owning the copyright, Mr. Parr is of the opinion that we can agree that BCED will own the copyright as a whole, but not the copyright in the individual parts. We can also provide that BCED will not have the right to replicate the Work as a whole.

Once you have had a chance to review this proposed agreement, please call me.

Best regards.

Sincerely,


John Newhouse

JN/dor
Enclosure

JNxxv:25

The Museum of Modern Art Archives, NY	Collection:	Series.Folder:
	Burton	IV. 34

August , 1989

TO: Scott Burton,
360 Broadway,
New York, New York.
U.S.A 10012

Re: Retainer of Scott Burton for Artwork
at BCE Place, Toronto, Ontario

BCEd Realty Inc., BCE Place Limited and Truscen Realty Limited (collectively, the "Owner") have retained Scott Burton ("Burton") to provide artwork for the Front Street courtyard of Phase I of BCE Place (the "Project"). Much of the work has been performed, and Burton and the Owner now wish to record their agreement concerning the terms of Burton's retainer. Burton and the Owner therefore hereby agree as follows.

Description of Services and Authorization

1.0 The Owner confirms that it has retained and hereby retains Burton to provide artwork (the "Work") for the Front Street courtyard of Phase I of BCE Place. The Front Street courtyard is the area bounded by Front Street on the south, the west wall of the building known municipally as 20-22 Front Street, Toronto on the east, the south wall of that part of the Project known as the Galleria, and the east wall of the office building to be located on the northeast corner of Bay Street and Front Street. The work is generally described in Schedule A attached hereto and shown on the sketch attached hereto as Schedule B. Burton hereby undertakes to provide the Work as set forth herein.

1.1 Burton's provision of the Work shall consist of the following services:

- (a) Burton shall carry out the design, development and refinement of the Work in consultation with the Owner and the architect for the Project. It is understood that the design of the Work is in fact now essentially complete and that Burton has produced artist's sketches showing the design of the Work and which are in the possession of the Owner.
- (b) Burton shall act as a consultant during the fabrication and installation of the Work and shall to such reasonable extent as is appropriate supervise the fabrication and installation of the Work.
- (c) Burton shall provide a list of materials and finishes which he regards as important to the Work and which are reasonably satisfactory to the Owner. It is understood that Burton has indicated in his sketches at least some of the materials and finishes in question.

The Museum of Modern Art Archives, NY	Collection:	Series.Folder:
	Burton	IV . 34

- 2 -

(9) Burton shall provide reasonable maintenance instructions for the Work.

1.2 It is understood that Burton will not provide materials, construction labour, or shop or construction drawings for the Work, and that his duties are limited to those set forth in Article 1.1.

1.3 The Owner will arrange for fabrication, delivery and installation of the Work in consultation with Burton. In particular, Owner will consult with Burton concerning the plans and specifications prepared by Owner's architects, concerning the shop and construction drawings and samples provided by the contractor or subcontractors relating to the Work, and concerning the selection of subcontractors for the Work, including those who will install and maintain the landscaping.

1.4 All aspects of the Work, including architect's plans and drawings, shop and construction drawings by contractors and subcontractors, workmanship and materials, shall be subject to Burton's approval, which approval shall at all times be exercised reasonably and shall at no time be unreasonably withheld.

1.5 The Work shall be subject to all laws, codes, municipal agreements relating to the Project, ordinances and regulations enforceable and applicable to the Project. The Owner shall have the responsibility for determining the same and advising Burton of them in writing in order that Burton's drawings for the Work can comply with the same.

Fees, Disbursements and Terms of Payment

2.0 The fee for the Work shall be \$100,000.00 U.S. and shall be payable as follows:

- (i) \$33,000.00 U.S. upon Burton's retainer by Owner (which sum has been paid),
- (ii) \$57,000.00 U.S. payable in three installments, the last such installment to be paid upon satisfactory completion of the design of the Work, such completion to be determined by the Owner acting reasonably (the first two \$19,000.00 installments of this amount have been paid), and
- (iii) \$10,000.00 U.S. within 45 days of substantially final completion of the installation of the Work as determined by the Owner, acting reasonably, provided that Burton and Burton's suppliers, agents and employees have not registered a construction lien against the Project

2.1 The Owner may make reasonable changes in the extent of the Work from time to time, subject to Burton's reasonable approval. In the event that the extent of the Work is so changed, the fees payable pursuant to article 2.0 shall be equitably adjusted by agreement

The Museum of Modern Art Archives, NY	Collection:	Series.Folder:
	Burton	IV. 34

- 3 -

between the parties hereto. No payment for any additional work performed hereunder, other than additional work performed at the request of the Owner, shall be paid unless Burton has received the prior written authorization of the Owner for the performance of such work. If the parties cannot agree on an equitable adjustment to the fee, either party may submit this matter to arbitration pursuant to the Arbitration Act (Ontario).

2.2 The Owner shall reimburse Burton for any reasonable out-of-pocket expenses incurred in the performance of the Work, including without limitation the reasonable expenses of travel to Toronto and meals and accommodation in Toronto, provided that Burton shall have first obtained prior written authorization of the Owner for any expenses in excess of \$750.00 U.S. It is understood that such expenses shall not include remuneration paid to Burton's agents or employees. The Owner shall pay the outstanding amounts owing within 30 days of receipt of invoices containing reasonable details as to the basis for the amounts claimed therein.

Maintenance of Integrity of the Work

3.0 Owner agrees that any necessary alterations to the Project will maintain the integrity of the Project and the Work as a work of art. However it is understood that the east wall of the Project may be removed at some time in the future if Owner is able to acquire the building which defines such east wall. It is agreed that the letters which will be situated against that wall and which form part of the Work may be moved to another site acceptable to Burton, whose approval shall not unreasonably be withheld.

3.1 It is further agreed that no permanent additions will be made to the Project or the Work without Burton's prior approval, which approval shall not unreasonably be withheld. It is agreed that the permanent inclusion of sculptures or other benches would particularly damage the balance and integrity of the work as a work of art. Nevertheless, in order to permit proper functioning of the Project as a public space, Owner may install temporary furnishings such as seating, a stage, associated equipment, food kiosks, service areas, displays and the like in order to service specific functions in the Project.

Publicity, Recognition and Rights of Use

4.0 Owner will have plaques installed and maintained on both the north and south sides of the Project, indicating that the Work was designed by Burton. The plaques will be of content and size as requested by Burton, but subject to the approval of the Owner, whose approval shall not unreasonably be withheld.

4.1 Owner will, wherever reasonably possible, in any advertising and promotional material concerning the Project, and whenever the Project is referred to by the Owner in the public media, identify Burton as the artist for the Project. Such identification shall be

The Museum of Modern Art Archives, NY	Collection:	Series.Folder:
	Burton	IV. 34

- 4 -

in terms as requested by Burton to which the Owner has no reasonable objection. In particular, wherever any promotional or publicity or other material identifies the architect for the Project, such material shall also identify Burton as the artist for the Project.

4.2 The Owner will have the right to use the image, photographs and artist's rendering of the Work for any advertising, promotional publishing and publicity purposes.

4.3 Should Burton at any time so request, Owner will remove the plaques referred to in article 4.0 and will not thereafter refer to Burton as the artist for the Project nor publish any material referring to Burton as the artist for the Project.

Termination

5.0 The Owner may terminate this agreement in its sole discretion upon notice to Burton, and upon payment to Burton for the work done to the date of such termination on a pro-rated basis in accordance with the provisions of this agreement. In the event of such termination, the Owner shall not utilize the work or any part thereof in any way and in particular shall not incorporate the Work or any part thereof in the Project.

5.1 The Owner may by notice to Burton, and for good cause, require Burton to suspend or interrupt all or any part of the Work for such period of time as the Owner may determine is appropriate; provided that if the period of suspension or interruption exceeds 270 days, Burton shall have the right to terminate this agreement upon notice to the Owner. If Burton so terminates this agreement, there shall be no adjustment of the fees payable to Burton, and the provisions of article 5.0 relating to compensation of Burton and to Owner's obligation not to utilize the Work shall be applicable.

5.2 Burton may refuse to continue to perform the Work without liability if the Owner fails to pay any accounts due hereunder after at least 60 days prior notice thereof. If Burton terminates this agreement under this provision, he shall be entitled to payment for the Work done to the date of such termination on a pro-rated basis in accordance with the provisions of this agreement, and the provisions of paragraph 5.0 relating to Owner's obligation not to utilize the Work in the Project shall be applicable.

Confidentiality

6.0 Burton will not at any time, either before or after completion of the Work or termination of this agreement for any reason other than the default of the Owner, discuss any information pertaining to this agreement without the prior written authorization of the Owner, except to the extent that such discussion is necessary for the proper performance of the Work or is legally required. In addition, Burton will not at any time either before or after the completion of the Work or the termination of this agreement for reason other than

The Museum of Modern Art Archives, NY	Collection:	Series/Folder:
	Burton	IV. 34

- 5 -

In default of the Owner, disclose any information, documents, drawings, models or other materials pertaining to the Work or its business affairs notwithstanding that such matters may be a matter of public record, except to the extent that such disclosure is necessary for the proper performance of the Work or is legally required. Burton also agrees that all of the contractor's and subcontractor's drawings, plans and specifications, and contract documents relating to the Project are and shall remain of a confidential nature. Burton covenants and agrees that his agents, employees and all other persons employed or retained by him shall be bound by such confidentiality.

Notices

7.0 Any notice to be given pursuant to this agreement shall be in writing and shall be sufficiently given if delivered or sent by prepaid registered mail as follows:

(a) to the Owner at:

c/o BCE Development Corporation,
Suite 3850,
Toronto-Dominion Bank Tower,
Toronto-Dominion Centre,
Toronto, Ontario.

Attention: Mr. John Roco

With a copy to A.B. Lennex at the same address

(b) to Burton at:

c/o MPI,
560 Broadway,
New York, New York.
U.S.A. 10012

Attention: Scott Burton

with a copy to John Newhouse at

Newhouse & Deming,
Attorneys at Law,
9 East 40th Street,
New York, New York.
U.S.A. 10016

Any notice so given shall be deemed to have been given on the date of delivery thereof, or if sent by prepaid registered mail it shall be deemed to have been received on the fifth business day following mailing provided that there is no postal interruption or effect which would delay such receipt. Either the Owner or Burton may by notice to the other change its address for service.

The Museum of Modern Art Archives, NY	Collection:	Series.Folder:
	Burton	IV. 34

General Provisions

8.0 Time is of the essence of this agreement.

8.1 There shall be no modification, variation or amendment to this agreement except in writing duly signed by the parties hereto.

8.2 This agreement shall not be assigned by Burton.

8.3 This agreement shall be construed and the legal relationship between the parties hereto shall be determined, in accordance with the laws of the Province of Ontario, Canada.

8.4 This agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns.

Please confirm your agreement with the contents of this agreement by signing and sealing the enclosed duplicate and returning it to us.

BCED REALTY INC.

By _____

(c/a)

By _____

BCE PLACE LIMITED

By _____

(c/s)

By _____

TRUSCAN REALTY LIMITED

By _____

(c/s)

By _____

I hereby confirm my agreement with the contents of this agreement.

AUGUST , 1989.

SCOTT BURTON

The Museum of Modern Art Archives, NY	Collection:	Series.Folder:
	Burton	IV. 34

Max Protetch

560 Broadway
New York 10012
212.966.5454

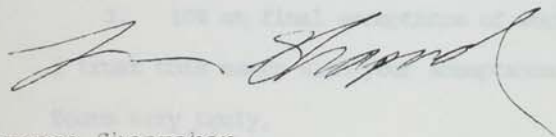
February 15, 1990

Ms. Robin Giskind
Rosenman, Colin & Freund
575 Madison Avenue
New York, N.Y. 10022

Dear Robin,

In reviewing my files, I found what I believe to be an unsigned contract between Scott Burton and BCE for the Toronto project. Before Scott left for Germany last summer where he took sick, he and the Gallery's lawyer, John Newhouse, made some changes to the contract and it was faxed to Scott in Stuttgart in August. Unfortunately, Scott was so sick at the time that he never reviewed it, or to my knowledge, signed it. If you need further information, you may want to contact John Newhouse.

Sincerely,



Laurence Shopmaker

LS:mas
enc.

FOR STUDY PURPOSES ONLY. NOT FOR REPRODUCTION.

The Museum of Modern Art Archives, NY	Collection:	Series.Folder:
	Burton	IV. 34

BCED Realty Inc. P.O. Box 3 Suite 3850 Toronto-Dominion Bank Tower, Toronto-Dominion Centre, Toronto, Ontario M5K 1A1 (416) 369-2300

May 3, 1988

Mr. Max Protech
560 Broadway
New York, New York
10012 U.S.A.

Re: BCE Place - Canada Trust Tower

Dear Max:

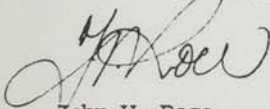
During Scott Burton's visit to Toronto this week, we briefly discussed progress payment schedule on account of his services for the Garden Court.

It was mutually agreed that the Fee in the amount of \$100,000 U.S. would be phased as follows:

1. 33% immediate for services rendered to date.
2. 57% spread out over the term of the design and construction documentation phase.
3. 10% at final acceptance of work in place.

I trust this meets with your acceptance.

Yours very truly,



John V. Roce
Vice President,
Construction

JVR/da

FOR STUDY PURPOSES ONLY. NOT FOR REPRODUCTION.

The Museum of Modern Art Archives, NY	Collection:	Series.Folder:
	Burton	IV. 34

Max Protetch

560 Broadway
New York 10012
212.966.5454

July 20th. 1988

B.C.E Development Corporation
Toronto Dominion Bank Tower
PO Box 3 Suite 3850
Toronto Dominion Center
King Street West
Toronto M5K 1A1 Ontario
CANADA.
Attn: John Roce, Vice President, Construction

Invoice # 1700

B.C.E PLACE - CANADA TRUST TOWER

Phase 2: Payment # 1 in accordance with the agreement with Scott Burton: \$19,000 US

Total this Invoice: \$19,000. US

Please make check payable to SCOTT BURTON.

Thank you.

The Museum of Modern Art Archives, NY	Collection:	Series.Folder:
	Burton	IV. 34

Max Protetch

560 Broadway
New York 10012
212.966.5454

12 October 1988

B.C.E. Development Corporation
Toronto Dominion Bank Tower
PO Box 3, Suite 3850
Toronto Dominion Center
King Street West
Toronto M5K 1A1
Ontario, CANADA
Attn: John Roce
Vice President, Construction

INVOICE #1714

B.C.E. Place
CANADA TRUST TOWER, TORONTO

PHASE 2: Payment #2 in accordance
with the Agreement with
SCOTT BURTON

\$19,000 US

Total this invoice:

\$19,000 US

Please make check payable to SCOTT BURTON.

THANK YOU.

FOR STUDY PURPOSES ONLY. NOT FOR REPRODUCTION.

The Museum of Modern Art Archives, NY	Collection:	Series.Folder:
	Burton	IV. 34

Max Protetch

560 Broadway
New York 10012
212.966.5454

10 May 1988

B.C.E. Development Corporation
Toronto Dominion Bank Tower
PO Box 3 Suite 3850
Toronto Dominion Center
King Street West
Toronto M5K 1A1, Ontario
CANADA
416.369.2300
Attn: John Roce, Vice President, Construction

INVOICE #1677

PAYMENT #1 due to SCOTT BURTON as per enclosed
agreement for BCE PLACE - CANADA TRUST TOWER,
schematic design.

\$33,000.00US

TOTAL DUE \$33,000.00US

Please make check payable to MAX PROTETCH, INC.

THANK YOU.

With best wishes,

Sincerely,

Max Protetch

Encl.

The Museum of Modern Art Archives, NY	Collection:	Series.Folder:
	Burton	IV. 34

Max Protetch

560 Broadway
New York 10012
212.966.5454

10th.May 1988

John Roce
Vice President, Construction
B.C.E. Development Corporation
Toronto Dominion Bank Tower
PO Box 3 Suite 3850
Toronto Dominion Center
King Street West
Toronto M5K 1A1 Ontario
CANADA

RE: BCE PLACE - CANADA TRUST TOWER

Dear John:

Thank you for your letter of May 3r.1988, and please accept my apologies for the delay in replying.

I am enclosing with this letter our invoice on Scott's behalf, which I trust reflects the agreement reached between Scott and yourself and as outlined in your letter.

With best wishes,

Sincerely,

Max Protetch

Encl.

The Museum of Modern Art Archives, NY	Collection:	Series.Folder:
	Burton	IV. 34

NEWHOUSE & DEMING ATTORNEYS AT LAW

9 EAST 40TH STREET · NEW YORK, N.Y. 10016 (212) 683-6659

NANCY K. DEMING
JOHN NEWHOUSE
CRAIG H. YARNELL
OF COUNSEL

December 9, 1988

Mr. John Rocco
BCED Realty Inc.
P.O. Box 3, Suite 3850
Toronto-Dominion Bank Tower
Toronto-Dominion Centre
Toronto, Ontario M5K 1A1

Re: Retainer of Scott Burton for Art Work
BCE Place, Toronto, Ontario

Dear Mr. Rocco:

This firm represents Mr. Scott Burton, who has asked me to contact you in regard to your proposed retainer letter of February 1, 1988 concerning the art work (the "Work"). Mr. Burton is providing to your company, BCE Place Limited and Truscan Realty Limited (collectively known as the "Owner") for the Front Street courtyard of BCE Place.

I have reviewed your proposed retainer with Mr. Burton. We have found that there are several issues of concern to Mr. Burton which were not dealt with in the proposed agreement. In addition, there are a number of changes which we would like made to the terms which were contained in the agreement.

I think it may be more productive for us to discuss over the telephone the specific changes I would like made in the proposed retainer. I will call you next week so that we may do so. In the meantime, I thought it might be helpful to you if I outlined the several areas of concern which Mr. Burton has so that you may consider them before we speak.

One of Mr. Burton's paramount concerns is artistic control over and copyright of the Work. I understand Mr. Max Protetch also mentioned this in a letter to you last Spring.

The Museum of Modern Art Archives, NY	Collection:	Series.Folder:
	Burton	IV. 34

NEWHOUSE & DEMING ATTORNEYS AT LAW

Mr. John Roce
BCED Realty Inc.

December 9, 1988
Page Two

In connection with this, the issues of publicity, maintenance, and alterations or additions to the Work are important to Mr. Burton.

Mr. Burton is willing to grant the Owner the right to photograph and otherwise reproduce images of the Work for publicity and public relations purposes, provided that he is given appropriate attribution. However, Mr. Burton must retain the copyright to the Work.

In addition, Mr. Burton would like to have plaques installed and maintained on both the north and south sides of the courtyard, indicating that it was designed by him.

Since Mr. Burton will be publicly identified as the designer of the courtyard, it is important that it be constructed in a manner consistent with his standards. Thus, Mr. Burton would like prior approval of the plans and specifications prepared by the Owners' architects, as well as the shop drawings generated and samples submitted by the Owners' contractor and its sub-contractors. Mr. Burton would also like to have approval of the selection of the sub-contractors, especially the firm who will plant and maintain the landscaping in the courtyard.

As you know, a major element of the Work is the landscaping. Mr. Burton feels strongly that the type of plants and trees and the manner in which they are maintained is vital to the integrity of the Work. He is also very interested in insuring that the other components of the Work be maintained properly. It is for this reason that Mr. Burton would like to have the approval of the selection of the sub-contractor who will maintain the landscaping in the courtyard.

The alteration and/or addition to the courtyard concerns Mr. Burton as well as the maintenance of it. Mr. Burton would like some guarantee that any necessary alteration done in and to the courtyard will maintain the integrity of the Work. He would also like some guarantee that no permanent additions will be made to the courtyard, especially the Mr.

The Museum of Modern Art Archives, NY	Collection:	Series.Folder:
	Burton	IV. 34

NEWHOUSE & DEMING ATTORNEYS AT LAW

John Roce
BCED Realty Inc.

December 9, 1988
Page Three

inclusion of any other benches or sculptures, so that the balance of the Work or the integrity of the Work as a work of art will not be destroyed.

Mr. Burton is aware that the east wall of the courtyard may be removed at some point if the Owner is able to acquire that property. Mr. Burton is willing to allow the letters which will be situated against that wall to be moved or to another acceptable site.

I will give you a call next week after you have had a chance to reflect on the foregoing issues so that we may discuss them further. I look forward to working with you to finalize a retainer agreement between our respective clients which will address all of their interests and concerns.

Sincerely,

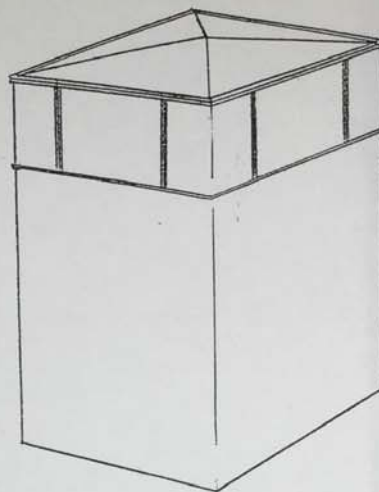
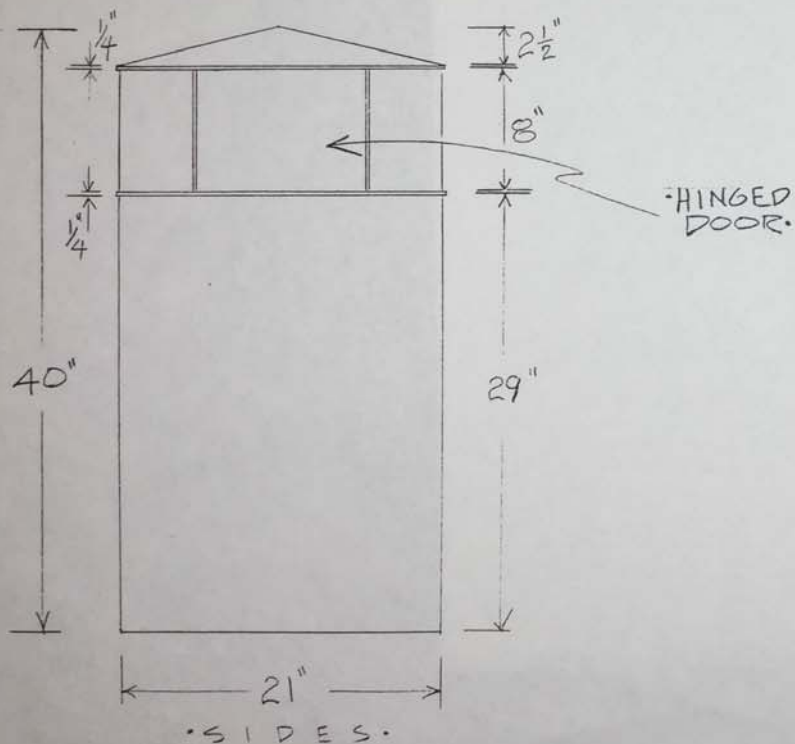
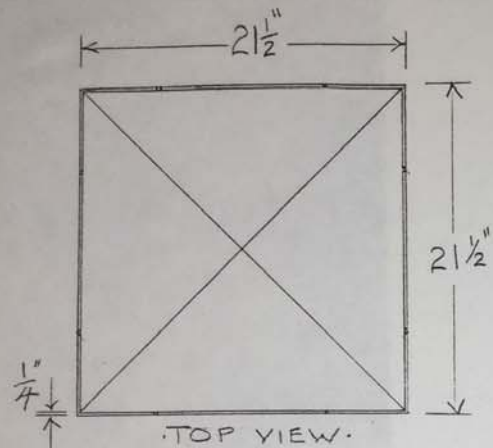
John Newhouse

JN/dcr

cc: Mr. Scott Burton

JNxvii:08g

The Museum of Modern Art Archives, NY	Collection:	Series.Folder:
	Burton	IV. 34



- SCOTT BURTON•
 STEEL LITTER RECEPTACLE
 FOR DAVID WICK, B.C.E.D.
- NOTES:
- ① FOR 20"x20"x28 1/2" PLASTIC INSERT
 - ② DIMENSIONS MAY HAVE MINOR CHANGES
 - ③ ACCESS FOR EMPTYING: LIFT OFF OR HINGED TOP? ABOVE OR BELOW DOORS?
 - ④ DOORS: NEED GRAPHICS?
 - ⑤ FEET? DRAIN HOLES AT BOTTOM?