



**CROFTON PERDUE  
ASSOCIATES, INC.**

---

November 4, 2020

Suburban Disposal, Inc.  
Attn: Les Hoeflich  
22 Turner Drive  
P.O. Box 112  
Spencerport, NY 14559-0112

Re: Rivers Run – Refuse 7/1/2021-6/30/2022

Dear Les:

The Board of Directors of Rivers Run Homeowners Association is pleased to award you the contract for refuse and recycling pickup as quoted on the attached proposal dated October 28, 2020. The total cost will be \$845.64 including all fees and tax.

Crofton Perdue welcomes your business and would like to make you aware of our insurance requirements. We will need proof of workers compensation, auto liability, and general liability insurance. The certificate holder should read "Rivers Run HOA & Crofton Perdue Associates, Inc." on all certificates.

The certificate of general liability must include Additional Insured, a Waiver of Subrogation, and Primary/Non-Contributory coverage per the enclosed "Additional Comments Wording."

We must have your current certificates on file along with a signed Addendum before any work can commence. Authorization is granted to withhold payments until these are received.

Please be sure that your invoice is billed to "Rivers Run" and mailed to Crofton Perdue Associates.

Sincerely,

CROFTON PERDUE ASSOCIATES, INC.

Stacey Brandon  
Property Manager

SB/jp

**Property Management** Condominiums Townhouses Office Parks  
111 Marsh Road, Suite 1 • Pittsford New York 14534  
☎585.248.3840 📠585.248.3666  
E-mail: [Info@CroftonInc.com](mailto:Info@CroftonInc.com) • [www.CroftonInc.com](http://www.CroftonInc.com)

**SERVICE AGREEMENT FOR NON-HAZARDOUS WASTE & RECYCLING MATERIALS  
SUBURBAN DISPOSAL CORPORATION**

22 TURNER DRIVE  
P.O. BOX 112  
SPENCERPORT, NY 14559-0112  
585-352-3900 / Fax: 585-352-5576

Service Address

Rivers Run Homeowners Assoc.  
River Run off Fairwood Drive  
Rochester, NY 14623

Billing Address

Rivers Run Homeowners Assoc.  
c/o Crofton Associates.  
111 Marsh Rd  
Pittsford, NY, 14534

Stacey Brandon 585-248-3840

**Solid Waste** \_\_\_ Locks \_\_\_ Casters Containers: \_\_\_ Customer Owned

Number of containers: 58 Size of containers: Toters (64gal) Frequency: 1 X/week

**Total Charge: \$845.64 (includes tax)  
\$13.50/unit**

No other charges/surcharges/extra's

**Mixed Recycling** \_\_\_ Locks \_\_\_ Casters Containers: \_\_\_ Customer Owned

Number of units: 58 Size of containers: Yellow Bins Frequency: 1X/week

**Total Charge (per month): \$0.00**

\* All charges subject to Sales Tax

Extra pickup (per container):

**Special Instructions**

**Rate firm for (1) year term commencing 7/1/21 – 6/30/22**

**No charge for additional (1) large item (couch/bed/table/ect) per week**

**-homeowner to call Suburban to notify what item is**

**Appliances such as stove/dishwasher/washer/dryer charges are \$10./item**

**-homeowner to call Suburban to schedule pickup**

**Appliances (freon based) such as refrigerators/freezers/dehumidifiers/air charges @ \$35./item**

**-homeowner to notify Suburban to schedule pickup**

**Bulk pickups (move outs/etc) can be scheduled and priced individually**

**-homeowner to notify Suburban for pricing and to schedule pickup**

**Billing of any additional items that need pickup will be the responsibility of homeowner and will be billed separately from Rivers Run HOA.**

TERMS AND CONDITIONS ON REVERSE SIDE ARE PART OF THIS AGREEMENT

CUSTOMER

CONTRACTOR

Stacey Brandon  
AUTHORIZED SIGNATURE

Property Manager 11/4/20  
TITLE DATE

Les Hoefflich

Les Hoefflich, Sales Manager

October 28, 2020  
DATE

***Any conditions listed in "Special Instruction" box supersede any terms listed below***

#### **TERMS AND CONDITIONS OF SERVICE AGREEMENT**

**TERM.** Customer grants to Contractor the exclusive right to collect and dispose of all Customer's waste and recycling materials. This agreement is a legally binding contract and shall extend for the period written on the front of this form, and if no period is stated, the contract shall extend for a period of (3) years from the effective date of service. In the event the Customer should discontinue this Service Agreement, it is agreed and contracted that said Customer shall pay to Contractor as liquidated damages a sum equal to six months charges to be determined on the basis of the average of the latest six months invoices during the existence of this Service Agreement, or if customer has not been serviced for six months, customer's most recent monthly charge multiplied by six. The Schedule of Charges shall be adjusted twelve months after the effective date of service and every twelve months thereafter to reflect increases or decreases in the Consumer Price Index during the preceding twelve month period. Contractor agrees that if Customer no longer requires any collection and disposal service for its waste or recycling materials, through discontinuance of its business, relocation outside the area in which the Contractor provides collection services, or similar reasons, Customer may terminate this agreement upon written notice given to the Contractor at least thirty (30) days prior to the intended termination date, but only upon payment of all amounts then due Contractor.

**DEFINITION OF EQUIPMENT.** The word "equipment" as used in these Terms and Conditions shall mean all containers used for the storage of waste and recycling materials including stationary compaction units, stationary bailing units, waste material loading devices, tanks, tankers, and such other on-site devices as may be specified in the face of this agreement.

**CUSTOMER'S DUTIES AND LIABILITY.** The equipment provided by Contractor is done so for Contractor's convenience in providing the service called for by this Agreement.

Customer shall be responsible for the cleanliness and safekeeping of the equipment.

Customer shall not make any alterations or improvements to the equipment without the prior written consent of the Contractor.

Customer shall not overload the equipment, nor use it for incineration purposes, and shall be liable to Contractor for loss or damage in excess of reasonable wear and tear.

Customer warrants that waste and recycling materials delivered to Contractor hereunder will not contain any hazardous or toxic waste as defined by local, state, federal, or provincial laws or regulations.

All equipment furnished by the Contractor for use by the Customer which the Customer has not purchased, shall remain the property of the Contractor and the Customer shall have no right, title or interest in the equipment. Customer agrees not to remove the labels on the equipment indicating Contractor's ownership at any time.

Customer agrees to defend, hold harmless and indemnify Contractor against all claims, lawsuits and any other liability or injury to persons or damage to property or the environment connected with the use of the equipment by the Customer or breach of any warranty by the Customer.

On collection day, the Contractor's vehicle shall have clear access to the equipment. If the equipment is blocked to prohibit collection, Customer will be notified and one additional attempt for collection shall be made by Contractor's vehicle. Any additional collection will be classified an "extra pick-up" and charged accordingly.

**CHARGES AND PAYMENT.** Customer shall pay the Contractor on a monthly basis for the collection and disposal service provided by the Contractor (including all charges for equipment maintenance) in accordance with the schedule of charges shown on the reverse side of this agreement, or as modified as herein provided.

Payment shall be made by customer within thirty (30) days after receipt of an invoice from the Contractor. In the event that any payment is not made when due, Contractor, at its sole option, may at any time discontinue service under this Agreement on notice to the Customer and recover any equipment on the premises of the Customer. Such remedy shall be in addition to any and all other remedies available to the Contractor. Contractor may impose, and Customer agrees to pay, a late fee of 2% on all past due payments and interest at the rate of 1 1/2% per month. Late fees and interest shall not exceed the amounts allowed by applicable law. Contractor may impose a \$20 fee for returned checks.

**DISPOSAL AND FUEL COST INCREASES.** Since sanitary landfill and other disposal charges and fuel costs to which the Contractor is subject are a significant cost of the service provided, Contractor may increase the charge for the collection services provided the Customer in an amount equal to any equivalent increases in disposal or fuel costs. In the event the market prices paid to the Contractor for recycling materials decreases, or the Contractor is required to pay a charge for the drop-off or disposal of recycling materials, the Contractor may increase the charge for its services accordingly. Charges for front-load and rear-load container services are based on average waste weight of 100 pounds per yard per pickup. Should the weights of the customer waste exceed this amount, contractor may increase the charge for its services accordingly.

**CHANGES.** Changes in the Schedule of Charges, frequency of collection service, number, capacity and type of equipment may be agreed to orally or in writing, by the parties. Consent to oral changes shall be evidenced by the actions and practices of the parties.

**DRIVEWAYS AND PARKING AREAS.** Customer warrants that any right of way provided by Customer from Customer's equipment location to the most convenient public way is sufficient to bear the weight of all of the Contractor's equipment and vehicles reasonably required to perform the service herein contracted. Contractor shall not be responsible for damage to any private pavement or accompanying sub-surface of any route reasonably necessary to perform the services herein contracted.

**ATTORNEY'S FEES.** In the event of a breach of this agreement by either party, the breaching party shall pay all reasonable attorney's fees, collection fees and costs of the other party incident to any action brought to enforce this agreement.

**ASSIGNMENT AND BENEFIT.** This agreement shall be binding on the parties and their successors and assigns.

**MISCELLANEOUS.** If any conflict or differences exist in this agreement between terms which are printed and those which are typed or written, the typed or written language shall govern.