

CITY OF CORDOVA - DUMPSTER USE AGREEMENT

This is an agreement between the City of Cordova and Company (User's) Name:

(Typed or
printed): _____

Address: _____

For the placement and use of City supplied dumpsters.

The number of dumpsters and the pickup schedule will be agreed upon by the User and the Refuse Superintendent.

If necessary additional pickups may be requested and the User's will be billed all applicable fees for the extra service.

The City reserves the right to discontinue service for nonpayment.

The City reserves the right to increase rates above those currently set, as approved by Council.

The City agrees to provide the requested dumpster, to provide the requested service frequency, and to maintain the dumpster subject to the conditions below.

CONDITIONS OF SERVICE

1. The dumpster shall not be placed where it will encroach on a curb, sidewalk, a public right-of-way, or in a location that will create a danger to the public's line of sight for traffic movement. The area near the dumpster must be clear of low overhead utility lines and have a minimum of 5 feet of clearance in all directions. The location must be approved in advance by the Refuse Superintendent.
2. The dumpster will be provided for normal commercial or residential activities (dependent on services requested) that do not include the disposal of paint, oil (including cooking oil), acids, solvents, or other chemicals, toxic or hazardous materials, any regulated or illegal materials, concrete, heavy metal, demolition and/or construction materials. The User will be responsible for any damage that occurs to City equipment due to the placement of such items in the dumpster and/or any legal or civil consequences that result from such placement.

3. The City is only providing the services needed to empty the dumpster. It is not responsible for trash and litter that may build up around the dumpster. It is the User's responsibility to maintain the area around the dumpster, failure to do so will put the User in violation of City Litter Ordinances and will subject the User to enforcement action per the city code.
4. Users of the dumpster shall not compact refuse into the dumpster. If City is required to free compacted refuse, user will be charged a fee as established in the City's Fee Schedule.
5. All dumpsters provided by the City are fitted with metal lids and lock bars with pins to fully secure the dumpsters from wildlife. It is the User's responsibility to ensure their refuse is protected from wildlife. Failure to do so will result in ticketing and fines from the Cordova Police Department, Alaska State Troopers, or the Alaska Department of Fish and Game. If the User would like to lock their dumpster it is their responsibility to provide the lock and ensure that it is unlocked on the morning of their scheduled pick-up day.
6. If service is attempted but cannot be completed because of blockages, parked cars in front of the dumpsters, locks, locked fences, inaccessible approaches, or any other reason, the regularly scheduled pick up will be skipped. It will be the User's responsibility to clear the access and to request another pick-up, which may result in additional fees. If a special pick-up is not requested, then service will be attempted at its next regularly scheduled time.
7. Should the dumpster or dumpster lids be damaged by the User, repairs will be made by the City at the User's expense. Repairs will be billed out by materials used plus labor cost to make the repairs (see fee schedule for current labor rates).

The User agrees to the above conditions and the City will provide the requested service until this agreement is terminated in writing by either party.

Agree to Accept (print or type name):

Authorized

Signature: _____

Date: _____

Contact Phone

Number: _____