

# WASHOE HOUSING AUTHORITY

## DUMPSTER USAGE POLICY

Policy 11-28-2012  
Modified 06-2016  
Revised 07-12-2018 by Resolution 18WHA-04  
Modified on 11-04-2021 by passed motion of the BOC

The Washoe Housing Authority (WHA) dumpster usage policy has been established as a resource for the residents to be utilized within the four Washoe communities (Carson, Dresslerville, Stewart, Woodfords) or within ten miles of the above four communities, and is governed by the guidelines detailed below. All requests for use of a WHA dumpster must be submitted in writing through the application provided by the WHA.

**INITIATE REQUEST:** A dumpster usage form and fee agreement is required along with a signed hold harmless agreement. Once these have been processed and approved the requester will be notified as to the availability of a dumpster and arrangements will be made for delivery.

**PRIORITY LEVELS:** WHA projects will have priority over all other dumpster requests.

**WAIT LIST:** A waitlist will be updated and monitored. Each applicant will be placed on the waitlist based on the application date. The WHA projects will have first priority.

**USAGE FEES:** Residents of managed and non-managed units will be required to pre-pay a refundable deposit of \$25.00 and a fixed usage fee of \$50.00 which will provide a dumpster for up to seven (7) days and one (1) trip to the landfill. The days will be Thursday drop-off and Thursday pick-up. Contact the WHA should the dumpster need to be picked up prior to the seven (7) days. Additional trips within the seven (7) day period will require an additional usage fee of \$50.00. Should the dump fee exceed the \$50.00 weight limit, the deposit will be applied towards the additional cost. Non-compliance will affect eligibility to other WHA programs and services.

All payments must be in form of a check or money order (cash will be not be accepted). Should a refund be necessary, a check request will be processed back to the resident within fifteen (15) business days. The refund check can only be made payable to the head of household who signed the initial dumpster request.

ELDERS: Up to twice a year, elders are exempt from the usage fee, but not the weight overage fee (deposit). Elders are defined as 62 years of age or 55 years of age and disabled. This exemption is only available for the elder's primary residence where the elder is listed as head of household.

**DUMPSTER REQUESTS:** Phone calls will not be accepted. A dumpster usage request form must be signed by the head of household and either mailed or hand delivered to the WHA office.

The resident must specify the location of the dumpster is to be placed; otherwise the WHA will determine the location at the time of drop off.

When the WHA comes to remove the dumpster and it is not accessible due to the property gate being locked and no one is available to open the gate, the WHA will take action to access the property and remove the dumpster at the requester's expense.

Delivery of a WHA dumpster is at the discretion of the WHA and not a guarantee, however, the WHA will do its best to accommodate each request within reason and work schedule.

The following contents are not acceptable materials for dumping:

- Tires
- Any type of appliances
- Motor oil
- Paints
- Chemicals
- Any type of batteries
- Fuel
- Or any type of hazardous materials

Please contact the Washoe Tribe Environmental Protection Department (WEDP) for assistance with disposing of these types of materials. At no time are expired pets/livestock to be disposed of in a WHA dumpster.

**RESIDENT RESPONSIBILITIES:** The resident receiving the dumpster is solely responsible for monitoring the dumpster usage for only his/her refuse.

**DISCLAIMER:** The WHA will not be liable for any personal or property damage incurred as a result of use of a WHA dumpster. Requesters will be required to sign a hold harmless agreement. Any damage to a dumpster while on the requestor's property will be the responsibility of the requester to reimburse the WHA for repair of damage within thirty (30) days of the dumpster return.

## WASHOE HOUSING AUTHORITY DUMPSTER USAGE AGREEMENT

This agreement is made and entered into by and between the Washoe Housing Authority (WHA) and the \_\_\_\_\_ (Resident) residing at \_\_\_\_\_ located in the \_\_\_\_\_ Community.

### **RECITALS:**

WHEREAS, Resident has requested that the WHA provide a dumpster at the Resident's home for a period of not to exceed seven (7) days; and

WHEREAS, Resident agrees to pay a refundable security deposit of \$25.00, a fixed fee of \$50.00 for one trip to the landfill (this \$50 fee is waived for Elders as defined in this policy) and any overage fees; and

WHEREAS, the WHA has agreed to provide the requested dumpster and requires a full and complete Hold Harmless Agreement from the Resident as consideration for providing the requested dumpster.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained and other goods and valuable consideration, receipt of which is hereby acknowledged, it is hereby agreed by and between the parties as follows:

**FIRST:** The resident requests in writing that the WHA deliver a dumpster to resident's home, stated above, and agrees to pay a refundable security deposit of \$25.00 and a fixed usage fee of \$50.00 to be paid prior to delivery.

**SECOND:** The resident represents that he/she is the head of household, the head of household and is agreeing to grant the WHA and/or its' employees complete access to the resident's lot, yard and surrounding area to deliver and pick up the dumpster.

**THIRD:** The WHA does not waive its sovereign immunity through this agreement.

**FOURTH:** The resident hereby forever generally and completely releases and discharges the commissioners, employees, and all others, including the Washoe Tribe of Nevada and California. of and from any and all claims and demands of every kind and nature of damages, actual and consequential, past, present and future, or for equitable relief of any kind in any way related to the dumpster usage, any damage alleged to be caused or exacerbated by the dumpster, and/or any damage WHA or its' employees, may be alleged to have caused in entering the resident's property.

**FIFTH:** This agreement sets forth the entire agreement between the signatories hereto and fully supersedes any and all prior agreements or understandings, written or oral, between signatories hereto pertaining to the subject matter thereof.

**SIXTH:** This agreement shall be interpreted in accordance with the plain meaning of its terms and not strictly for or against any of the parties hereto.

Dated: \_\_\_\_\_  
\_\_\_\_\_ Washoe Housing Authority

Dated: \_\_\_\_\_  
\_\_\_\_\_ Resident



## Washoe Housing Authority Dumpster Usage Form

### Section I. Requester Information

Last Name	First Name	Middle Initial		
Street Address				
Mailing Address	City	State	Zip Code	
Home Phone Number	Cell Phone Number	Work Phone Number		
I currently:	am an Elder	Live in a managed unit	Own my home	
I live in the following community:	Carson	Dresslerville	Stewart	Woodfords (Please circle)

Section II. Please indicate the date(s) that you are requesting the use of a dumpster. From:  / /  
 / / To:  / / (Cannot exceed 5 to 7 days)

Delivery Time: 8 am to Noon OR Noon to 5 pm

Section II. Please provide a written request for the use of a dumpster below or attach request.

\_\_\_\_\_

\_\_\_\_\_

Location to place dumpster: \_\_\_\_\_

**SEE MAP ON BACK----->**

I agree, by signing below, that contents such as motor oil, paint, chemicals, batteries and fuel are not acceptable materials for dumping. I will contact the Washoe Environmental Protection Department (WEPD) for assistance with disposing of these types of materials. At no time will I place expired pets/livestock in a WHA dumpster. I also agree and understand as the resident receiving the dumpster I am solely responsible for monitoring the dumpster usage for only my refuse.

I agree by signing below that the WHA may place the dumpster on my property without my presence Yes \_\_\_\_\_ No (Please Circle) \_\_\_\_\_

Signature of Head of Household \_\_\_\_\_ Date \_\_\_\_\_

For WHA Office Use Only			
Date dumpster use request form received: <u> / /</u>	Date logged in: <u> / /</u>		
Dumpster request received by _____	Added to wait list by: _____		
Date of Deposit: <u> / /</u>	Amount of Deposit: \$ _____	Money Order _____	Check _____
Date Deposit Returned: <u> / /</u>	Returned Deposit Processed by: _____		
Date of Payment: <u> / /</u>	Amount of Payment: \$ _____	Money Order _____	Check _____
Hold Harmless Agreement Signed: <u>Y/N</u> (Please circle)	Date of Scanned: <u> / /</u>		
Date of Dumpster Drop Off: <u> / /</u>	Date of Dumpster Pick Up: <u> / /</u>		
Dumpster Delivered by: _____	_____ Dumpster		
Cancellation Date: <u> / /</u>	Picked up by: _____		
Photos Taken: Yes No	Unable to deliver: _____		

Please indicate location of driveway and where the dumpster should be placed

