



Village of Depew

Special Collection Service/Porter Service Application

ALL fields below must be completed. Please PRINT unless otherwise noted.

Applicant Name (First and Last): _____

Address: _____

Phone Number(s): _____

Date of Birth: _____

Do you *rent or own* your home? _____

If you rent:

Landlord/Property Manager Name: _____

Landlord Phone Number: _____

If you own:

Home Owners Insurance Company Name: _____

Home Owners Insurance Company Phone Number: _____

Home Owners Insurance Company Policy Number: _____

To be considered for the Porter Service, you must agree to the terms listed, set forth by Modern Disposal Services in conjunction with the Village of Depew. Please initial each space provided and sign on the following page to indicate that you understand the agreement and will comply if the Special Collection Service ('Porter Service') is granted.

Terms of Service:

1. I understand that the intent of the 'Porter Service' is to provide assistance to eligible Village residents by placing Village issued wheeled trash and recycling carts curbside. _____ (initial here)
2. I understand that to be considered for the 'Porter Service', I must submit to the Village of Depew Superintendent of Public Works a **signed verification by your physician** attesting that I have a severe restriction making the task of placing wheeled trash and recycling carts curbside for collection impossible. _____ (initial here)
3. I attest there are no other means of placing wheeled trash and recycling carts curbside for collection. This includes but is not limited to family member (residing with or within the Village) neighbor, willing or interested party. _____ (initial here)

Terms of Service continued onto next page



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4. I understand that if 'Porter Service' is granted, that both wheeled trash and recycling carts must be placed within 30' of the streets edge, in clear view and accessible to collection crews, free of snow and ice and not be overloaded. _____(initial here)
 5. I understand that there must be a path free of debris, snow, and ice from the cart to the curb. _____(initial here)
 6. I understand that the granting of this service does not apply to removal of bulk waste, large items or yard clippings. _____(initial here)
 7. I understand that this service does not constitute or imply a contract and can be revoked at anytime. _____(initial here)
 8. I understand that the property owner must carry Liability Insurance on their Hazard Insurance Policy for the property that the 'Porter Service' has been requested for. _____(initial here)
 9. I understand that if I no longer need the 'Porter Service' due to change in circumstances, or have moved, I must call the Village of Depew Superintendent of Public Works **immediately**. _____(initial here)

Limits of Service:

- A.) Limited to Village-issued, wheeled trash and recycling carts **only** and on scheduled collection days. Does not apply to removal of bulk waste, large items or yard clippings.
- B.) If trash pickup is in front of residence, the cart(s) must be placed in clear sight, outside and no further than 30' of the streets edge, in clear view and accessible to collection crews, free of snow and ice and not be overloaded.
- C.) If trash pickup is in the alley, the cart(s) must be placed in clear sight, at grade, outside and no further than 5' feet from center line of alley.
- D.) Carts must be in clear view and accessible to collection crews, free of snow and ice and not overloaded.
- E.) Subscribers to this service grant access to property by the Village's designated contractor (Modern Corporation).

I have read, and understand the Terms of Service and Limits of Service. By signing below I acknowledge that the Village of Depew and Modern Disposal Services hold no liability for property damage or incident, and that I agree to all the Terms of Service and Limits of Service listed above.

Name (please sign)

Date

Please mail this completed application, signed CONSENT, RELEASE, WAIVER AND HOLD HARMLESS AGREEMENT and signed verification by your physician to:
 Department of Public Works Superintendent
 Village of Depew
 200 Rutherford Place
 Depew, NY 14043

CONSENT, RELEASE, WAIVER AND HOLD HARMLESS AGREEMENT



Village of Depew

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In consideration of permission granted by the Village of Depew, New York (“VILLAGE”) allowing me to participate in the Special Collection Service/Porter Service (“Service”) administered by VILLAGE, I represent, covenant and agree, on behalf of myself and my heirs and assigns, as follows:

1. I acknowledge that my participation in the Service is voluntary and that VILLAGE is under no obligation to continue to offer Service to me.
2. I further acknowledge that in connection with the Service, VILLAGE, or its designated waste hauler, must enter onto my private property to complete said Service, and I agree to allow any such entry which is necessary for the providing of Service.
3. I accept and voluntarily incur all risks of any injuries, damages or harm which arise from or result from my participation in Service, regardless of whether or not caused in whole or in part by the negligence, carelessness, recklessness or other fault of VILLAGE, or its designated waste hauler, or their agents or employees (“Released Parties”).
4. I waive all claims against any of the Released Parties for any injuries, damages, losses or claims, whether known or unknown, which arise during or result from my participation in Service, regardless of whether or not caused in whole or part by the negligence, carelessness, recklessness, or other fault of any of the Released Parties. I release and forever discharge the Released Parties from all such claims.
5. I agree to indemnify and hold the Released Parties harmless for all losses, liabilities, damages, costs or expenses (including but not limited to reasonable attorneys’ fees and other litigation costs and expenses) incurred by any of the Released Parties as a result of any claims or suits that may be brought against any of the Released Parties which arise during or result from my participation in Service, regardless of whether or not caused in whole or part by the negligence, carelessness, recklessness, or other fault of any of the Released Parties.

I have carefully read and reviewed this CONSENT, RELEASE, WAIVER AND HOLD HARMLESS AGREEMENT. I understand it fully and I execute it voluntarily.

Dated: _____

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Please mail this signed CONSENT, RELEASE, WAIVER AND HOLD HARMLESS AGREEMENT, completed application, and signed verification by your physician to:
 Department of Public Works Superintendent
 Village of Depew
 200 Rutherford Place
 Depew, NY 14043