

Development Authority of the North Country

Governance Policies

Subject: Solid Waste Credit Policy

Adopted: February 17, 2011

Resolution: 2011-02-11



Solid Waste Credit Policy

1. The Development Authority of the North Country (DANC) will extend credit under the terms outlined below upon completion, submission, and acceptance of attached Credit Application, Authorization for Release of Credit Reference Information and Guarantee of Payment. Applications must be filled out completely with all requested information. Applications received that are incomplete will not be considered.
2. A nonrefundable application fee of \$75.00 is due at the time the application is submitted.
3. All credit applications will be subject to a credit bureau check, as well as trade reference verifications.
4. The Authority's billing cycle is twice monthly. A statement of account is generated for transactions incurred from the 1st of the month through the 15th of the month and again for transactions incurred the 16th of the month through the last day of the month.
5. Payments are due within 30 days of the statement date in which new transactions occurred.
6. A late payment fee of 1 ½% of the outstanding balance will be charged for statements over 30 days.
7. If an account is 10 or more days past due, charging privileges may be revoked until the account becomes current.
8. Customers who hold a solid waste disposal permit for the Authority's landfill may be subject to revocation of that permit and their trucks denied entry to the landfill for accounts deemed by the Authority to be severely delinquent.
9. In cases where a customer's check is returned for insufficient funds, a \$25.00 service charge will be applied to the account, and the customer's account will be considered past due until the debt has been satisfied. The customer's waste hauler permit may also be revoked, if applicable.
10. If a customer requests that a returned check be resubmitted for payment, and the check is returned a second time, an additional service charge of \$25.00 will be applied to the customer's account and payment will then have to be in the form of a cashier's check or money order. The customer's waste hauler permit may also be revoked, if applicable.

- 11.** For accounts that are denied credit terms, prepayment must be made before any transactions can be processed for that customer. Prepayment for the anticipated costs of the disposal job must be remitted to the Development Authority of the North Country's main office at 317 Washington St., Watertown, NY 13601 at least two (2) days prior to the actual disposal to allow for processing.
- 12.** The Authority will no longer accept C.O.D. payments. All customers that do not have a credit account must arrange pre-payment for their anticipated monthly costs.
- 13.** The Authority's Solid Waste Management Facility does not accept payments, either by check or cash at the landfill facility. All payments, whether on account or by pre-payment must be remitted to :

Development Authority of the North Country
317 Washington Street
Watertown, New York 13601

- 14.** Accounts for which there has been no activity for a period of 2 years will be closed. It will be necessary to reapply for future credit transactions.
- 15.** The Development Authority of the North Country, in its sole discretion, reserves the right to deny credit to anyone for any reason.
- 16.** The Authority reserves the right to request an updated credit history and re-evaluate such approval at any time.

Development Authority of the North Country
Solid Waste Management Facility
23400 NYS Rt 177
Rodman, N Y 13682
Credit Application

Phone:(315)232-3236

Fax: (315)232-3019

Company Information (Please type or print)

Company Name: _____ Date of Application: _____

Street Address: _____ City: _____ State: _____ Zip: _____

Mailing Address: _____ City: _____ State: _____ Zip: _____

Phone No.: _____ Fax No: _____ Email: _____

Organizational Profile

Corporation Partnership Proprietorship Municipality LLC

Other (specify) _____ Type of Business: _____

Taxpayer ID: _____ Date Business Started: _____ Credit Amt _____

List names, titles, addresses and telephone nos. of all officers, directors, principals or partners:

Do any unsatisfied judgments exist? Yes No
If yes, please explain:

Have you ever filed bankruptcy? Yes No
If yes, please explain:

Bank Reference

Bank Name: _____ Account No: _____

Address: _____ City _____ State: _____ Zip: _____

Phone No: _____ Fax No: _____ Contact: _____

Trade References (3 Required)

Co. Name: _____ Account No: _____

Address: _____ City _____ State: _____ Zip: _____

Phone No: _____ Fax No: _____ Contact: _____

Co. Name: _____ Account No: _____

Address: _____ City _____ State: _____ Zip: _____

Phone No: _____ Fax No: _____ Contact: _____

Co. Name: _____ Account No: _____

Address: _____ City _____ State: _____ Zip: _____

Phone No: _____ Fax No: _____ Contact: _____

Terms and Conditions:

The Development Authority requires full payment for each billing period on or before the 30th day after the end of the period. A 1.5% late fee will be due if payment is not received within 30 days of the statement date. If a customer's account is more than 10 days past due, or their balance has reached their credit limit, the customer's charging privileges and / or permit may be revoked until the account is paid in full, including any accumulated late fees. If a collections action or legal action is required by the Development Authority, the Applicant will be responsible for all reasonable charges associated with the same, including attorney fees.

<p>By my signature I certify that I have the authority to sign for the Authority and I grant permission to the Development Authority to run a credit history on the Applicant. I also certify that the information herein provided is true and accurate and attest to the same under the penalty of perjury.</p> <p>_____</p> <p>(Principal or Owner Signature)</p> <p>_____</p> <p>(Printed Name)</p> <p>_____</p> <p>(Title)</p> <p>_____</p> <p>(Date)</p>	<p style="text-align: center;">Official Use:</p> <p>Application Approved:</p> <p>Application Denied:</p> <p>Date: _____</p> <p>By: _____</p> <p>Title: _____</p> <p>Reason:</p>
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DEVELOPMENT AUTHORITY OF THE NORTH COUNTRY

Solid Waste Management Facility
23400 NYS Rt 177
Rodman, NY 13682

**Guarantee of Payment of Haulers / Customers Indebtedness to the
Development Authority of the North Country's
Solid Waste Management Facility**

In order to induce the Development Authority of the North Country (Authority) to extend credit to:
_____ the undersigned individual ("Guarantor")

(Applicant)

unconditionally guarantees to the Authority that the Applicant will promptly and punctually pay or cause to be paid when due any indebtedness owed by the Applicant to the Authority and, in default of such payment, the undersigned unconditionally promises and agrees to pay to the Authority, upon demand, all amounts which the Applicant shall owe the Authority whether such amounts now exist or shall hereafter arise, together with interest thereon and costs of collection, including reasonable attorneys fees ("obligations").

Guarantor further agrees (a) that this Guaranty shall not be affected or impaired by any extension, renewal, release or modification of the obligations secured thereby, or any one or more of them or of any term or provision thereof or of any instruments given in pursuance thereof of in exchange thereof or to supplement, extend, modify or take up the same or any security therefore, and (b) that without notice to or further consent of Guarantor, the Authority and the Applicant may deal with each other as they may see fit without in any way releasing or affecting the liability of guarantor or impairing the Authority's rights and remedies under this Guaranty, and (c) that the liability of the guarantor hereunder shall be immediate, direct and unconditional and may be enforced without the Authority pursuing any of its rights or remedies against the Applicant, its successors or assigns or against any security that the Authority may have, hold or be entitled to or against Guarantor or any other guarantor of said indebtedness, and (d) that the liability of Guarantor shall not be affected by any lack of authority or any other defense which the Applicant or Guarantor might have against the enforcement against them of any of the agreements referred to above.

Notice of any default or non-payment by the Application of the obligation or obligations and demand for payment and presentment and protest of any note or of any other related instrument and notice thereof or of dishonor, non-payment or protest are hereby waived by Guarantor.

No delay by the Authority in exercising any right, power or privilege under the obligations or this Guaranty or otherwise, shall operate as a waiver of any such privilege or right. This Guaranty and the liability of Guarantor hereunder shall be binding upon the heirs, distributees, legal representatives, successors, and assigns of Guarantor. All of the rights of the Authority may be assigned by it and shall inure to the benefit of its successors and assigns; the Authority shall give notice to Guarantor of any assignment, but the failure to give notice shall not affect the validity or enforceability of this Guaranty.

If there is more than one person designated hereunder as Guarantor, their obligations under this Guaranty shall be joint and several and references to "Guarantor" in this agreement shall, where the context makes appropriate, refer to them and each of them.

IN WITNESS WHEREOF, Guarantor has signed this instrument on

Date

Principal or Owner Signature

Printed Name

Business Name

Business Address

Business Address

Federal ID #

ACKNOWLEDGEMENT

STATE OF NEW YORK
COUNTY OF _____

ss:

On the ___ day of _____, 20___, before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, entity or person upon behalf of which the individual acted, executed the instrument.

Notary Public

Development Authority of the North Country Authorization For The Release Of Credit Information

The undersigned hereby authorizes and directs you to release any and all financial information in your possession regarding my accounts, loans, transactions, lending history or any other information that may be useful in determining my credit worthiness to the Development Authority of the North Country, Solid Waste Management Facility, 23400 NYS Rt 177, Rodman, NY 13682.

I also consent, agree and authorize you to orally advise the Development Authority of the North Country of any and all such information pertaining to my credit worthiness.

Finally, I agree to hold you and the Development Authority of the North Country harmless from any and all liability which may result from the transmission of any information provided hereunder. I am signing this release on behalf of the corporation, partnership or sole proprietorship for which, by my signature, I certify that I have the authority to sign.

I have read and understand the above:

Principal or Owner Signature

Printed Name

Signed on behalf of:

Business Name

Date