

## **Part I: Credit Policy**

The following is the credit policy updated as of January 2002 that will be in place for haulers disposing of solid waste at all Authority facilities.

1. The Authority will send the hauler a statement at the beginning of each month for the previous month's disposal.
2. The Authority must be in receipt of this money from the hauler by the 15<sup>th</sup> day of the month following the month of disposal.
3. If the Authority does not receive the money by the 15<sup>th</sup> (or next business day if it's a weekend or holiday), the hauler will be assessed an automatic penalty of 1.5% on the amount due from the hauler. This penalty will be assessed monthly and added to the amount due from the hauler.
4. If the Authority does not receive all monies due the Authority by the hauler, along with any penalties, by the first week of the month following the month that a penalty is assessed, the hauler may be denied use of any Authority facility.

### **Please complete all enclosed attachments:**

1. **Application for Credit Approval**
2. **Release of Credit Information Request**
3. **Guarantee of Payment of Hauler/Customers**

**ONEIDA-HERKIMER SOLID WASTE MANAGEMENT AUTHORITY  
1600 GENESEE STREET, UTICA, NY 13502 PHONE (315) 733-1224**

<i><u>OFFICE USE ONLY</u></i>
A/C/Permit # _____
Approved _____
Credit Limit _____
Approved by _____

**APPLICATION FOR CREDIT APPROVAL**

<b>Business Name</b>	
<b>Billing Address</b>	
<b>Principal Officer</b>	
<b>Date Business Started</b>	<b>Federal ID#</b>
<b>Address</b>	<b>Telephone Number</b>
	<b>Fax Number</b>
<b>Contact Person</b>	<b>Requested Credit Limit \$</b>
<b>Financial Statement (Please Attach)</b>	<b>Current Hauler Permit Application on File? ___ YES ___ NO</b>

**PLEASE COMPLETE ONE BANK REFERENCE AND THREE TRADE REFERENCES  
Failure to provide complete information could result in a delay in processing**

<b>Bank Name</b>	<b>Reference (Credit/Other)</b>
<b>Street Address</b>	<b>Street Address</b>
<b>City/State/Zip</b>	<b>City/State/Zip</b>
<b>Telephone Number</b>	<b>Telephone Number</b>
<b>Fax Number</b>	<b>Fax Number</b>
<b>Contact Person</b>	<b>Contact Person</b>
<b>Checking #</b>	<b>Loan #</b>
	<b>Account #</b>

<b>Reference (Credit/Other)</b>	<b>Reference (Credit/Other)</b>
<b>Street Address</b>	<b>Street Address</b>
<b>City/State/Zip</b>	<b>City/State/Zip</b>
<b>Telephone Number</b>	<b>Telephone Number</b>
<b>Fax Number</b>	<b>Fax Number</b>
<b>Contact Person</b>	<b>Contact Person</b>
<b>Account #</b>	<b>Account #</b>

**TERMS AND CONDITIONS**

All accounts billed are due 15 days from date of the bill. A 1.5% late fee will be due if current month payment is not received within 15 days of the date billed. Any continued failure to pay amounts billed may require payment be made on C.O.D. basis (i.e. revocation of credit) and possibly termination of access to Authority facilities.

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Date**

The above applicant certifies the information provided herein to be correct and it is submitted for the purpose of obtaining credit. This application will be held in confidence.



## **RELEASE OF CREDIT INFORMATION**

TO: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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 Oneida-Herkimer Solid Waste Management Authority, 1600 Genesee Street, Utica, New York 13502.

I also consent, agree and authorize you to orally advise the Solid Waste Authority of any and all such information. I agree to pay any reasonable photocopying or other charges up to \$10.00.

Finally, I agree to hold you and the Oneida-Herkimer Solid Waste Management Authority 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 authority to sign.

### **I HAVE READ AND UNDERSTAND THE ABOVE**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

Also signed on behalf of

Corporation: \_\_\_\_\_

Date: \_\_\_\_\_



**GUARANTEE OF PAYMENT OF HAULERS/CUSTOMERS  
INDEBTEDNESS TO  
ONEIDA-HERKIMER SOLID WASTE MANAGEMENT AUTHORITY**

In order to induce the Oneida-Herkimer Solid Waste Management Authority (“Authority”) to extend credit to \_\_\_\_\_ (“Hauler/Customer”), the undersigned individual (“Guarantor”) unconditionally guarantees to the Authority that the Hauler/Customer will promptly and punctually pay or cause to be paid when due any indebtedness owed by Hauler/Customer 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 Hauler/Customer 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 or in exchange thereof or to supplement, extend, modify or take up the same or any security therefor, and (b) that without notice to or further consent of Guarantor, Authority and the Hauler/Customer may deal with each other as they may see fit without in any way releasing or affecting the liability of guarantor or impairing 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 Authority pursuing any of its rights or remedies against the Hauler/Customer, its successors or assigns or against any security that 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 Hauler/Customer 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 Hauler/Customer 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 distributees, legal representatives, 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

\_\_\_\_\_

Individual Guarantor

Name: \_\_\_\_\_

Home Address: \_\_\_\_\_

\_\_\_\_\_

SS#: \_\_\_\_\_