

ST. LAWRENCE COUNTY SOLID WASTE DEPARTMENT

Credit Policy & Application

NYSDEC Operating Permit 6A-143



ST. LAWRENCE COUNTY SOLID WASTE DEPARTMENT
44 PARK STREET
CANTON, NY 13617

PHONE: (315) 379-9084 FAX: (315) 379-1061
www.stlawco.gov

St. Lawrence County Solid Waste Department Governance Policies

Subject: Solid Waste Credit Policy

Adopted: January 2, 2024

Resolution: 19-2024

Solid Waste Department Credit Policy

1. St. Lawrence County Solid Waste Department may 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. Credit applications may be subject to trade reference verifications and the results of these verifications will be considered by the Director of Solid Waste or designee.

3. St. Lawrence County Solid Waste Department billing cycle is monthly. A statement of account is generated for transactions incurred from the 1st of the month through the last day of the month.

4. Payments for new transactions are due within 30 days of the statement date on which those transactions appeared.

5. A late payment fee of 1 ½% of the outstanding balance will be charged for statements over 30 days.

6. If an account is 30 or more days past due, charging privileges may be revoked until the account becomes current. Such action will be at the discretion of the Solid Waste Director or designee.

7. Customers who hold a solid waste disposal permit for St. Lawrence County Solid Waste Department transfer stations may be subject to revocation of that permit and their trucks denied entry to the transfer station for accounts deemed by St. Lawrence County Solid Waste Department to be severely delinquent.

8. In cases where a customer's check is returned for insufficient funds, a \$15.00 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.

9. For accounts that are denied credit terms, payment must be made COD for any transactions processed for that customer.

10. Accounts for which there has been no credit activity for a period of 2 years will be closed. It will be necessary to reapply for future credit transactions.

11. St. Lawrence County Solid Waste Department, in its sole discretion, reserves the right to deny credit to anyone for any reason.

12. St. Lawrence County Solid Waste Department reserves the right to request an updated credit history and re-evaluate such approval at any time.

13. Credit applications can be mailed to:

St. Lawrence County Solid Waste Department
44 Park Street
Canton, NY 13617

St. Lawrence County Solid Waste Department

44 Park Street

Canton, NY 13617

Phone: (315) 379-9084

Fax: (315) 379-1061

Credit Application

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 : _____

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: _____ Email: _____

Address: _____ City _____ State: _____ Zip: _____

Phone No: _____ Fax No: _____ Contact: _____

Trade References (3 Required)

Co. Name: _____ Email: _____

Address: _____ City _____ State: _____ Zip: _____

Phone No: _____ Fax No: _____ Contact: _____

Account Number: _____ Credit Limit Assigned: \$ _____

Co. Name: _____ Email: _____

Address: _____ City _____ State: _____ Zip: _____

Phone No: _____ Fax No: _____ Contact: _____

Account Number: _____ Credit Limit Assigned: \$ _____

Co. Name: _____ Email: _____

Address: _____ City _____ State: _____ Zip: _____

Phone No: _____ Fax No: _____ Contact: _____

Account Number: _____ Credit Limit Assigned: \$ _____

Terms and Conditions:

St. Lawrence County Solid Waste Department 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 30 days past due, 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 St. Lawrence County Solid Waste Department, the Applicant will be responsible for all reasonable charges associated with the same, including attorney fees.

With my signature I grant permission to St. Lawrence County Solid Waste Department 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.

(Principal or Owner Signature)

(Printed Name)

(Title)

(Date)

Official Use:

Application Approved:

Application Denied:

Date: _____

By: _____

Title: _____

Reason:

St. Lawrence County Solid Waste Department

44 Park Street
Canton, NY 13617

Guarantee of Payment of Haulers / Customers Indebtedness to St. Lawrence County Solid Waste Department

In order to induce St. Lawrence County Solid Waste Department to extend credit to:
_____ the undersigned individual ("Guarantor")

(Applicant)

unconditionally guarantees St. Lawrence County Solid Waste Department that the Applicant will promptly and punctually pay or cause to be paid when due any indebtedness owed by the Applicant to St. Lawrence County Solid Waste Department and, in default of such payment, the undersigned unconditionally promises and agrees to pay St. Lawrence County Solid Waste Department, upon demand, all amounts which the Applicant shall owe St. Lawrence County Solid Waste Department, whether such amounts now exist or shall hereafter arise, together with interest thereon and costs of collection, including reasonable attorney's 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 therefore, and (b) that without notice to or further consent of Guarantor, St. Lawrence County Solid Waste Department 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 St. Lawrence County Solid Waste Department'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 St. Lawrence County Solid Waste Department pursuing any of its rights or remedies against the Applicant, its successors or assigns or against any security that St. Lawrence County Solid Waste Department 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 Applicant 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 St. Lawrence County Solid Waste Department 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 St. Lawrence County Solid Waste Department may be assigned by it and shall inure to the benefit of its successors and assigns; St. Lawrence County Solid Waste Department 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 # _____

**PERSONAL GUARANTEE
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

**CORPORATE GUARANTEE
ACKNOWLEDGEMENT**

STATE OF NEW YORK
COUNTY OF _____

On the ____ day of _____, 20____, before me, the undersigned notary public in and for the State and County aforesaid, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the _____ [Title] of _____ [Name of Corporation], a corporation duly organized and existing under the laws of the State of _____, and acknowledged to me that he/she/they, as such officer, being duly authorized to do so, has executed the foregoing instrument for the purposes therein contained by signing the same on behalf of the corporation.

Notary Public

**St. Lawrence County Solid Waste Department
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 St. Lawrence County Solid Waste Department, 44 Park Street, Canton, NY 13617.

I also consent, agree and authorize you to orally advise St. Lawrence County Solid Waste Department of any and all such information pertaining to my credit worthiness.

Finally, I agree to hold you and St. Lawrence County Solid Waste Department 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