

# Sandoval County Solid Waste

## Policies & Procedures

January 1, 2010

### Payment Bonds

- Payment Bonds will be required upon initiation of all new and existing commercial accounts over \$5,000.
- Commercial account Payment Bonds will be administered by a Sandoval County service representative upon completion of a Landfill Contract Agreement that is over \$5,000.
- Landfill Customers over \$5,000 will require a payment bond of 2 times the average estimate monthly charges.
- Record of the Payment will be maintained by the Sandoval County Representative. The Payment Bond will be retained until termination of the service and payment of all charges; upon which the payment Bond will be released to the customer.
- Commercial Account Holders will be required to keep an updated payment bond if they intend to maintain a credit account with Sandoval County Solid Waste Operations.

For those Accounts under \$5,000 if they fail to pay within 60 days will be required to provide a payment Bond for up to \$5,000.

SANDOVAL COUNTY LANDFILL  
2708 IRIS RD NE, RIO RANCHO NM 87144 (505) 771-8500



**CREDIT APPLICATION AND AGREEMENT**

Application Information  
PLEASE COMPLETE ALL INFORMATION REQUESTED IN PRINT

Sole Proprietorship\_\_\_\_ Partnership\_\_\_\_ Corporation\_\_\_\_ Individual\_\_\_\_

Name of Company \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

*Address of User's Headquarters (if other than above)*

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

State of Incorporation \_\_\_\_\_

Name of Registered Agent in N.M. \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Federal Tax Identification Number \_\_\_\_\_

New Mexico Taxation and Revenue Gross Receipts Tax Id # \_\_\_\_\_

Business Registration Number \_\_\_\_\_

Contractor's License Number \_\_\_\_\_

**Principal/Owner, Partner's, Corporate Officer Information**

Please complete the following on each person who owns fifty percent or more of the User's business or is an officer of the User's business, i.e., President, Vice President, Secretary, Treasurer, etc.:

Name \_\_\_\_\_ Home Phone # \_\_\_\_\_

Street Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Social Security No. \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ Position/Title \_\_\_\_\_

Driver's License No. \_\_\_\_\_

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Name \_\_\_\_\_ Home Phone # \_\_\_\_\_

Street Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Social Security No. \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ Position/Title \_\_\_\_\_

Driver's License No. \_\_\_\_\_

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Name \_\_\_\_\_ Home Phone # \_\_\_\_\_

Street Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Social Security No. \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ Position/Title \_\_\_\_\_

Driver's License No. \_\_\_\_\_

**Credit Information:**

**Bank Accounts-Checking/Savings:**

Bank \_\_\_\_\_ Acct# \_\_\_\_\_

Bank \_\_\_\_\_ Acct# \_\_\_\_\_

**Credit References:**

Name: _____
Address: _____
_____
Phone: _____

Name: _____
Address: _____
_____
Phone: _____

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Phone: \_\_\_\_\_

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Phone: \_\_\_\_\_

**CREDIT TERMS AND AGREEMENTS:**

I, \_\_\_\_\_, the applicant on behalf of the USER herein, represent and agree to the following:

1. Applicant is the \_\_\_\_\_ of \_\_\_\_\_ business or corporation the "USER" herein.
2. Applicant is applying for a Landfill Account, payable on a monthly basis, due by the 25<sup>th</sup> of each month.
3. Applicant will abide by all applicable laws, ordinances and regulations of Sandoval County and the State of New Mexico and the United States of America.
4. A payment bond of 2 times the average monthly charge for accounts of over \$5,000 is required on all Landfill Contracts and is due at the time of opening the account,
5. The County has the right to deny any applicant of the extension of credit as set forth herein. Applicant hereby consents to a credit investigation as a Landfill User for the purpose herein stated. Applicant understands that the County will review credit sources identified herein and independent credit information. The County, in its sole discretion, will determine whether or not credit should be extended and what standards will be used to evaluate credit worthiness.
6. The User is primarily responsible for payment of any charges incurred as set forth herein, along with the business or corporation, and shall be personally responsible, along with the business or corporation, for payment of any and all current charges as result of the services provided to the User, business or corporation in using the Sandoval County Landfill which is maintained by Sandoval County for purpose of disposing household waste, construction and demolition debris and other waste accepted by the County Landfill.
7. The County will charge a late fee of 1% per month, when the unpaid balance of the Landfill account remains unpaid thirty (30) days or more.
8. User will be in default and this agreement is subject to immediate cancellation by the County in addition to other actions, if any statement made by User in connection with this application and agreement is false or User fails to perform any of the obligations herein, or User fails to pay its landfill account when due in accordance with the terms and conditions herein set forth. If the account becomes more than sixty (60) days past due, landfill credit privileges will discontinue and this landfill credit agreement will be canceled. All dumping will be

on a cash basis (no personal checks). At such time as the past due balance is paid in full, including any late charges, the County will review the account to reinstate credit privileges. For those accounts under \$5,000 if they fail to pay within 60 days will be required to provide a payment Bond for up to \$5,000 to continue credit account.

9. The County reserves the right to cancel the extension of credit and the Agreement with the User at any time that the County determines the User is in default, or has reason to believe that the User will not be able to pay its debts to the County.
10. In Case of User's business or corporation if sold or the Landfill Account is closed, the User will be responsible for notifying the Sandoval County Landfill, Solid Waste Management Operations of any change in status. If notification is not given, User will be responsible for all charges that follow. If the company is sold to another individual that person will have to re-apply with the Sandoval County Landfill.
11. This application and agreement extends to the applicant the responsibility for all services for which there is failure to pay in a timely manner. It is not limited in amount. It includes all unpaid charges for services, whether or not those charges accrue after the cancellation of the extension of credit to the user.
12. User will pay all costs incurred in enforcing the Application and Agreement including, but not limited to Attorney's fees, court costs, collection costs, legal expenses and administrative charges.

\_\_\_\_\_ Date \_\_\_\_\_  
Application/User Signature

\_\_\_\_\_  
Title

Payment Bond Provided    \_\_\_yes    \_\_\_no    Amount \_\_\_\_\_

<i>Sandoval County Only:</i>	
Remarks: _____ _____ _____	
Recommended _____	Date _____
Approved: _____ <i>Christopher Perea, Sandoval County Landfill Manager</i>	Date _____
Approved: _____ <i>Mark Hatzenbuhler, Sandoval County Public Works Director</i>	Date _____