



**APPLICATION FOR CREDIT
AND
RULES OF USE**

PLEASE COMPLETE AND RETURN THE FOLLOWING;

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**SANTA FE SOLID WASTE MANAGEMENT AGENCY
149 WILDLIFE WAY
SANTA FE, NM 87506
505-424-1850 OFFICE
505-424-1839 FAX**

**SANTA FE SOLID WASTE MANAGEMENT AGENCY
(SFSWMA)
CREDIT APPLICATION AND AGREEMENT**

BILLING INFORMATION:

Business Name: _____

Business Address: _____

State _____ **Zip Code** _____

Billing Address: _____

How long at this address? _____

Previous Address: _____

Phone Number: _____ **Fax Number** _____

E-Mail Address _____

How long has the business been in operation? _____

Please check each type of material expected to be handled.

- 1. Residential Waste _____
- 2. Commercial Waste _____
- 3. Construction and Demolition Debris _____
- 4. Green Waste _____
- 5. Miscellaneous Recycling _____
- 6. Scrap Tires _____
- 7. Special Waste (Petroleum Contaminated Soils Only) _____
- 8. Other (Please Specify) _____

If you receive any special waste generator exceptions from the New Mexico Environment Department, please supply the SFSWMA with any documentation to verify these exceptions.

OWNER /APPLICANT INFORMATION:

Please complete the following required account information. An incomplete application may result in SFSWMA staff being unable to process your account and disapproval of your application. If you need any assistance in completing this application, please call our office at (505) 424-1850 and SFSWMA staff will be happy to assist you. This application must be approved prior to any customer being able to use SFSWMA services on a charge basis. All customers without an approved charge account will be a cash-on delivery (COD) customer.

TYPE OF ACCOUNT:

Sole Proprietorship _____
Partnership _____
Corporation _____
Individual _____

Owner Name: _____ Phone Number: _____

Owner Address: _____

State: _____ Zip Code: _____

Owner's Social Security Number _____

Owner's Driver's License Number _____

Federal Tax Identification Number _____

New Mexico Gross Receipts Tax ID Number _____

Contractor's License Number _____

City of Santa Fe Business Registration Number _____

Santa Fe County Business Registration Number _____

State of NM Environmental Dept. Commercial Waste Hauler Number _____

CREDIT INFORMATION: (see page 7 for Credit Terms and Conditions)

Bank Accounts (Checking and Savings)

Bank _____ Account Number _____

Bank _____ Account Number _____

CREDIT REFERENCES:

1. Name _____ Phone Number _____

Address _____

2. Name _____ Phone Number _____

Address _____

3. Name _____ Phone Number _____

Address _____

4. Name _____ Phone Number _____

Address _____

(Additional references may be attached)

Please list all facilities you are currently using or have used for solid waste disposal.

1. Name _____ Phone Number _____

Address _____

Account Number _____

2. Name _____ Phone Number _____

Address _____

Account Number _____

3. Name _____ Phone Number _____

Address _____

Account Number _____

**SOLID WASTE MANAGEMENT AGENCY
SOLID WASTE CERTIFICATION**

The Santa Fe Solid Waste Management Agency (“SFSWMA”) requires that all persons directly or indirectly hauling for businesses or corporations which use the landfill (“Owners”), and all private or commercial users authorized to use the landfill by one or more Owners (“Users”), certify the origin and nature of all waste prior to disposal. Certifications by the User will aid staff in processing questionable waste in a more expeditious and efficient manner; in many cases saving the User the cost of expensive testing or high fees for special disposal.

User hereby certifies that all of the waste delivered for disposal upon the _____ day of 20__ meets the criteria indicated below. If the certification proves to be false, the User agrees to be responsible for all costs of removing the waste to an approved disposal site, and acknowledges that citations and or fines may be imposed for waste that does not meet the required rules and regulations for disposal. Under the required New Mexico Environment Department’s rules and regulations, copies of certifications or reports of contraband loads will be submitted to the Department.

PLEASE CHECK OFF THE CERTIFICATIONS BELOW AS THEY APPLY:

- | | YES |
|---|------------|
| 1. The owner is certifying that all refuse contained in this load was generated from Santa Fe County. | _____ |
| 2. The owner is certifying that all refuse contained in this load is residential refuse only. | _____ |
| 3. The owner is certifying that all refuse contained in this load is commercial refuse only. | _____ |
| 4. The owner is certifying that the special waste in this load has been tested and treated and is acceptable for disposal. See attached test results. | _____ |
| 5. The owner is certifying that this is a non-hazardous construction and demolition debris load. If applicable, attach test results. | _____ |

Owner Signature: _____ **Date:** _____
(User may sign if authorized by the Owner)

CREDIT TERMS AND AGREEMENT:

- 1. The undersigned (“Owner”) is applying for a SFSWMA Credit Account, which will be payable monthly, or on a COD basis.**
- 2. A Security Deposit to be held in a non-interest bearing account or a Payment Bond of two (2) times the estimated monthly charge or not less than \$2,000.00, (whichever is greater) is required to be deposited with SFSWMA to guarantee payment of all SFSWMA charges, services, fees, and costs incurred by SFSWMA due to Owner’s actions. The deposit or bond must be placed with SFSWMA before the Owner can begin using SFSWMA services. It is the responsibility of the Owner to provide the SFSWMA with evidence of bond renewal for the duration of this agreement. If the Owner allows the bond to expire, service may, in SFSWMA’s sole discretion, be provided on a COD basis until the bond renewal is provided to SFSWMA.**
- 3. SFSWMA reserves the right to deny the Owner the extension of credit as set forth herein. Owner hereby consents to a credit investigation for the purpose herein stated. Owner understands that SFSWMA will review all credit sources identified herein and independent credit information. SFSWMA, in its sole discretion, will determine whether or not credit should be extended and what standards will be used to evaluate credit worthiness. Once an application has been approved, if the Owner is found to have falsified any of the application information or fails to perform any of his/her obligations herein, the account will be subject to immediate cancellation by the SFSWMA.**
- 4. The Owner agrees to be strictly accountable for all charges made by its Authorized Users. It is the Owner’s responsibility to notify SFSWMA of any changes to the Authorized User list. Any changes shall be submitted in writing to SFSWMA with the name of the user to be added to or deleted from the Authorized User list and the Owner’s signature next to the added or deleted name. To protect the Owner, request for account changes or Authorized User list changes will not be accepted by phone. Any user who is not on an Authorized User list who comes to a SFSWMA Facility will be turned away and will not be allowed to use SFSWMA services until they are added to an Authorized User list by the Owner. Until an Authorized User is removed from an Owner’s Authorized User list, the Owner will continue to be responsible for all charges incurred by the user.**
- 5. The Owner agrees to certify that loads are not hazardous or unacceptable as specified in the New Mexico State Solid Waste Regulations or according to Federal Regulations.**

- 6. If in SFSWMA's opinion a load is deemed hazardous or unacceptable, the Owner shall remove the load from the Facility and dispose of it at an approved disposal site for such waste at the Owner's cost. If SFSWMA has to remove a load that has already been disposed of on its premises, but which in SFSWMA's opinion is hazardous or unacceptable, the Owner agrees to be responsible for all charges incurred. The Owner shall be responsible for any fines and/or penalties that may be incurred in accordance with City/County/State/Federal regulations.**
- 7. The Owner agrees to be jointly and severally liable for payment of any charges incurred as set forth herein, along with the user, business, or corporation. This Agreement shall constitute a personal guarantee by the Owner of the user business or corporation for payment of any and all charges incurred as a result of the services provided to the Owner and the user, business or corporation in using SFSWMA Facilities. The Owner hereby agrees to pay applicable charges according to the attached Schedule of Fees**
- 8. The SFSWMA may add to the Owner's SFSWMA account a late charge of 1.0% compounded monthly, when the unpaid balance of the Owner's landfill account remains unpaid thirty (30) days after the date printed on the statement sent to the Owner. Any late charges will be applied to the previous balance after deduction of current payments and/or credits appearing on the face of the statement.**
- 9. Owner agrees SFSWMA may utilize funds held in their Security Deposit Account, or may call in their bond to pay all amounts owed to SFSWMA; if their account becomes more than sixty (60) days past due, or if the Owner fails to pay his/her SFSWMA account in accordance with the terms and conditions set forth herein. Once the funds in the Security Deposit Account have been exhausted or the bond is depleted, credit privileges will be discontinued. Until a new agreement is established, SFSWMA may in its sole discretion continue service on a COD basis, If the Owner is able to re-establish a new Security Deposit Account or provide a new payment bond, the SFSWMA reserves the right to approve or reinstate credit privileges.**
- 10. This application and agreement extends responsibility to the Owner for all costs, fees, fines or services which the Owner has failed to pay in a timely manner. It is not limited in amount. It may include all unpaid charges for services, whether or not those charges accrued after the cancellation of the extension of credit to the Owner.**
- 11. The Owner shall pay all costs incurred in enforcing this Agreement including, but not limited to, Attorney's fees, court costs, collection costs, legal expenses and administrative costs, as well as any fines or penalties as specified in the City/State/Federal regulations.**

- 12. In accordance with the Solid Waste Act (NMSA 1978, 74-9-41) and the New Mexico Solid Waste Management Regulations, 20 NMAC 9.1, Section 214, commercial haulers of solid waste shall register with the Department on a form provided by the Department thirty (30) days prior to the commencement of operations. If Owner is using a hauler to transport their waste a SFSWMA Facility, they must provide the waste hauler's registration number on this application.**

- 13. The Owner shall indemnify, hold harmless and defend the SFSWMA from all losses, damages, claims or judgments on account of any suit, judgment, execution, claim, action or demand whatsoever arising from Owners actions under this Agreement as well as the actions of Owners employees, agents, representatives and subcontractors, including payments of all attorneys' fees and costs.**

THIS SPACE LEFT BLANK INTENTIONALLY

Acceptance of Terms of Credit

I, _____, the Owner herein, represent and agree to all the terms and conditions set forth in this credit application and agreement and certify that I am duly authorized to enter into this agreement on behalf of _____.

OWNER SIGNATURE: _____

TITLE: _____ **DATE:** _____

SUBSCRIBED AND SWORN to before me this _____ day of _____, 200 _____

BY; _____
Notary

My Commission Expires:

SFSWMA DIRECTOR: _____

DATE APPROVED: _____

Attached are the Rules and Regulations for SFSWMA facility use. These Rules and Regulations are a binding part of this application. Violation of these Rules and Regulations may result in cancellation of this Agreement. Any changes of these Rules and Regulations will be forwarded to the Owner for his/her compliance.

REGULATED HAZARDOUS, PCB OR UNAUTHORIZED SPECIAL WASTE SCREENING PROGRAM

WASTE SCREENING SEQUENCE:

Arrival and Inspection of Vehicles: All solid waste collection and hauling vehicles that arrive at the Caja del Rio Solid Waste Facility will be required to stop at the Scale House where documentation of the vehicle, current account disposal information will be verified and the nature of the vehicle's contents identified. If questions posed to the driver concerning the contents and origin of his/her vehicle are satisfactory, the vehicle will be permitted to proceed to the working face of the landfill. As the solid waste is removed from the collection or hauling vehicle at the working face, designated. Heavy equipment personnel at the working face will inspect the contents of the waste to ensure that it meets solid waste disposal requirements. All personnel responsible for the management and supervision of the facility will have completed training to include instruction in the identification of unauthorized waste and possible contaminants.

Inspection of Vehicles at the Working Face: In a typical waste screening activity, a solid waste hauling and collection vehicle proceeds from the scale-house to the working face. If the contents of the vehicle are in question, the driver will be asked to deposit his/her load at a designated waste screening isolation area. Since this area is "controlled" and removed from the activities of the working face, solid waste personnel can conduct a through inspection of the waste in question. In the event that the waste is considered to be regulated hazardous or unauthorized special waste, and not of an excessive quantity of isolation, it can remain in this isolation area until the waste can be tested, identified, and properly removed, treated and disposed of at the Owner's expense. Reports of questionable loads will be documented and reported to the New Mexico State Environmental Department.

In the event that the solid waste arrives at the immediate working face and at that point is found to be regulated hazardous or unauthorized special waste, provisions will be made to isolate the waste and restrict access to the area until the waste is inspected, identified, removed, treated and disposed.

Questionable loads may also be reloaded into the transport vehicle, at the Owner's expense. The Owner will be supplied with a list of testing agencies, special waste disposers or disposal sites, and asked to remove the load from the landfill site.

Types of Inspections: Three types of waste screening will be used by the SFSWMA and are described below.

1. **Random Inspections:** Takes the form of stopping and inspecting collection and hauling vehicles indiscriminately, lacking a definite plan, purpose, or pattern.
2. **Routine Inspection:** Has a pattern of enforcement. Example: stopping “every third vehicle” or “every tenth vehicle” or “every Monday”, or “every third day”.
3. **Planned Inspections:** These inspections are typically conducted on those solid waste contributors that have a history of bringing in unauthorized waste into the facility.

SANTA FE SOLID WASTE MANAGEMENT AGENCY USER RULES AND REGULATIONS

The Santa Fe Solid Waste Management Agency is committed to providing all users with quality and environmentally safe solid waste management services. In order for the SFSWMA to meet City, County, State and Federal Solid Waste Management Rules and Regulations, the following rules and regulations will be in effect at all times and at all SFSWMA Facilities.

1. **Scavenging and Loitering:** Users will not be allowed to remove any material from a SFSWMA facility unless required to do so by SFSWMA. Users may leave their vehicle to facilitate unloading, to remove excess material from the vehicle that may not have been released during the unloading process or to remove tarps from a load. Users in the residential areas will be allowed to unload their waste from their vehicle. Small children and pets **MUST** remain in the vehicle. While unloading materials users should stay close to their vehicles and stay within designated unloading areas and away from heavy equipment to prevent injury. If facility staff have any questions regarding the material being unloaded, they will approach the vehicle to discuss the specific issues.

Absolutely no scavenging shall be allowed at SFSWMA facilities. Any sorting, recycling, or segregation of waste will be the responsibility of SFSWMA staff; trained in safe methods of handling and diverting waste. Charges incurred for said services and handling may be assessed as necessary.

2. **Generally Unacceptable Waste:** Any hazardous waste, PCB's, medical waste or unauthorized special waste shall not be accepted at SFSWMA facilities.
3. **Facility Operating Rules:**
 - A. All users of SFSWMA shall obey all posted traffic signs while on SFSWMA facilities.
 - B. Smoking is only allowed inside vehicles and in designated smoking areas.
 - C. All loads shall be covered or secured to prevent litter and loss of materials.
 - D. All vehicles will weighed in on a first come first served basis.
 - E. SFSWMA staff will direct all loads to the proper unloading area.

4. **Prohibited Waste:**
SFSWMA facilities are prohibited from accepting the following materials:
- A. **Air Contaminants:** Any solid waste in violations of any applicable requirements of the New Mexico Air Quality Implementation Plan promulgated under Section 110 of the Federal Clean Air Act.
- B. **Asbestos Waste:** Solid waste that contains: friable asbestos material; Category I non-friable asbestos containing material that has become friable; Category I non-friable asbestos containing material that will be or has been subjected to sanding, grinding, cutting, or abrading; or Category II non-friable asbestos containing material that has a high probability of becoming or has become crumbled, pulverized, or reduced to powder by the forces expected to act on the material in the course of excavation, renovation, demolition, storage, transportation or disposal operations;
1. "friable asbestos material" means any material containing more than 1 percent asbestos, that, when dry, can be crumbled, pulverized, or reduced to powder by hand pressure;
 2. "Category I non-friable asbestos containing material" means asbestos containing packings, gaskets, resilient floor covering, and asphalt roofing products containing more than 1 percent asbestos; and
 3. "Category II non-friable asbestos containing material" means any material, excluding Category I nonfriable asbestos containing material, containing more than 1 percent asbestos, that, when dry, cannot be crumbled, pulverized , or reduced to powder by hand
- C. **Ash:** Ash that results from the incineration or transformation of solid waste at a power generating facility or solid waste facility and includes both fly ash and bottom ash, and ash from the incineration of densified-refuse-derived fuel and refuse-derived fuel, but does not include residue from structure fires, fireplaces air curtain incinerators, or small animal crematoria or fly ash waste, bottom ash waste, slag waste and flue gas emission control waste generated primarily from the combustion of coal or other fossil fuels and wastes produced in conjunction with the combustion of fossil fuels that are necessarily associated with the production of energy and that traditionally have been and actually are mixed with

and are disposed of or treated at the same time with fly ash, bottom ash, boiler slag or flue gas emission control wastes from coal.

D. Hazardous Waste: a hazardous waste as defined in 40 CFR 261.3;

E. Industrial Solid Waste: Solid waste generated by manufacturing or industrial processes that is not hazardous waste regulated under Subtitle C of RCRA. Such waste may include, but is not limited to, waste resulting from the following processes: electric power generation; fertilizer/agricultural chemicals; food and related products/by-products; inorganic chemicals; iron and steel manufacturing; leather and leather products; nonferrous metals manufacturing/foundries; organic chemicals, plastics and resins manufacturing; pulp and paper industry; rubber and miscellaneous plastic products; stone, glass, clay, and concrete products; textile manufacturing; transportation equipment; and water treatment. This term does not include mining waste.

F. Infectious Waste: Infectious waste includes, but is not limited to, waste produced by:

1. general acute care hospitals;
2. skilled nursing facility or convalescent;
3. intermediate care facilities;
4. in-patient care facilities for the developmentally disabled;
5. dialysis clinics;
6. free clinics;
7. community clinics;
8. employee clinics;
9. health maintenance organizations;
10. home health agencies;
11. surgical clinics;
12. urgent care clinics;
13. acute psychiatric hospitals
14. blood/plasma centers;
15. laboratories;
16. medical buildings;
17. physicians offices;
18. veterinarians;
19. dental offices;
20. acupuncturists;
21. funeral homes, and
22. eye clinics.

G. Lead-Acid Batteries: Lead-acid batteries.

- H. **Liquid Waste:** Bulk or non-containerized liquid waste will not be accepted, unless the liquid waste is household waste other than septic waste or the container holding the liquid waste is a small container similar in size to that normally found in household waste and the container is designed to hold liquids for use other than storage.
- I. **Offal:** Packing house and killing plant offal.
- J. **Radioactive Waste:** Radioactive waste including low level radioactive waste.
- K. **Sludge:** Any solid, semi-solid, or liquid waste generated by a municipal, commercial or industrial waste water treatment plant, or air pollution control facility, but does not include treated effluent from a waste water treatment plant. Sewage sludge is solid, semi-solid, or liquid residue generated during the treatment of domestic sewage in a treatment works. Sewage sludge includes, but is not limited to, domestic septage, scum or solids removed in primary, secondary, or advanced wastewater treatment processes, and a material derived from sewage sludge. Sewage sludge does not include ash generated during the firing of sewage sludge in a sewage sludge incinerator or grit and screenings generated during preliminary treatment of domestic sewage in a treatment works. Sludge will not be accepted for disposal unless it qualifies as compost under the provisions of 40 CFR 503, or if approval to accept the sludge is received from the New Mexico Environment Department prior to disposal.
- L. **Toxic Substances.** Any material regulated under the Federal Toxic Substance Control Act, including PCB's as defined in the Act.
- M. **Treated Formerly Characteristic Hazardous Waste (TFCH)**

5. Accepted Special Waste

- A. **Petroleum Contaminated Soils.** Approved soils that have been tested and meet necessary requirements under the State of New Mexico Environment Department standards for contaminated soils and that can be treated and disposed of under the facility's permit requirements may be accepted. The user must provide certified copies of test results by a qualifying laboratory with complete test analysis identifying soil contents and complete analysis of contaminants in the soil.

Soils that can be accepted into the landfill will be treated and tested documenting re-mediation methods used for decontamination.

Data will be sent to the State of New Mexico Environment Department for their approval. Once the report is submitted and has been approved by the State of New Mexico Environment Department, the treated soil may be left in place, removed for beneficial use, or disposed of as solid waste. Costs for fully treating contaminated soils will be the responsibility of the user. Contaminated soils with free liquid shall not be accepted. When the soil can pass the Paint Filter Test, the test results shall be placed in the daily operating record and made available to the Secretary of the State of New Mexico Environment Department upon request, and the soil will be accepted for decontamination.

The following standards have been established by the New Mexico Environment Department as the minimum limits to define petroleum contaminated soils. If the material has a sum of benzene, toluene, ethylbenzene, and xylene isomer concentrations of greater than 50 mg/kg, or benzene individually greater than 10 mg/kg, or a total petroleum hydrocarbon concentration of greater than 100 mg/kg it is considered a Petroleum Contaminated soil.