

**WADENA COUNTY
DEPARTMENT OF SOLID WASTE
HAULER FEES AND CREDIT ACCOUNT POLICY**

As adopted by Wadena County Board of Commissioners on August 5, 2025.

**PART 1
SOLID WASTE DESIGNATION ORDINANCE AND
SOLID WASTE MANAGEMENT ORDINANCE INCORPORATED BY REFERENCE**

This Wadena County Department of Solid Waste Hauler Fees and Credit Account Policy (hereinafter “Policy”) incorporates by reference the Wadena County Solid Waste Designation Ordinance and the Wadena County Solid Waste Management Ordinance (collectively the “Solid Waste Ordinances”) and all the Definitions contained therein. This Policy neither replaces nor amends the Solid Waste Ordinances, but rather supplements the Solid Waste Ordinances to further define the Solid Waste Department’s payment policies.

Definitions contained within the Solid Waste Ordinances of particular importance to this policy are as follows:

“Haulers” means any Person that provides collection or transportation services for Solid Waste or source separated materials but does not include self-hauler.

“Person” means any human being, any municipality or other governmental or political subdivision or other public agency, any public or private corporation, any partnership, firm, association, or other organization, any receiver, trustee, assignee, agent, or other legal representative of any of the foregoing, or any other legal entity.

“Self-Hauler” mean a generator who does not contract with a commercial hauler, but instead collects and transports its own Solid Waste. A Self-Hauler shall not provide collection and transportation services to someone else for compensation.

“Solid Waste” means garbage, refuse, construction and demolition debris, sludge from a water supply treatment plant or air contaminant treatment facility and other discarded waste materials and sludge, in solid, semi-solid, liquid, or contained gaseous form, resulting from industrial, commercial, mining and agricultural operations, and from community activities. It does not include hazardous waste, animal waste used as fertilizer, earthen fill, boulders, rock, sewage sludge, solids or dissolved material in domestic sewage or dissolved materials in irrigation return flows or other common pollutants in waste resources, such as silt. It does not include dissolved or suspended solids in industrial wastewater effluents or discharges which are point sources subject to permits under Section 402 of the Federal Water Pollution Control Act, as amended. It does not include source, special nuclear, or by-product materials as defined by the Atomic Energy Act of 1954, as amended.

“**Tipping Fee**” means the fee at a waste facility for waste delivered to the at facility based upon the weight, volume, character or type of waste.

“**Waste**” means any type of waste material.

Copies of the Solid Waste Ordinances are available online through the Wadena County website or by request to the Solid Waste Department.

PART 2 HAULER & SELF-HAULER TIPPING FEE POLICY

The Wadena Board of Commissioners determines the tipping fees for use by the Wadena County Solid Waste Facilities. The tipping fees are multiplied by the corresponding quantities of materials delivered to the Solid Waste Facility, or to other facilities under contract with Wadena Solid Waste, to determine the waste delivery cost. The current tipping fees are listed on the Department’s website: <http://www.co.wadena.mn.us/152/Solid-Waste>

A. Minnesota State Solid Waste Management Tax

The Department will apply the State Solid Waste Management Tax (SWMT) for all waste deliveries unless there is a completed SWMT-10 form on file with the Department.

B. Payment of Tipping Fees

When a Hauler or Self-Hauler with a credit account (see below) delivers solid waste to an Wadena County Solid Waste Facility (a “SW Facility”), or to other facilities authorized by the Department, the Department will invoice the hauler as described in Part 3 below for the waste delivered. Credit Accounts are allowed only for commercial businesses.

To deliver waste to a SW Facility, a Hauler or Self-Hauler must either have a Credit Account (see below) or pay at the time of delivery. Payment at the time of delivery can be made by cash, check, or credit card. If the Hauler or Self-Hauler chooses not to have a credit account, the Hauler or Self-Hauler must pay each time it uses the SW Facility by cash, check, or credit card. Also see Part 4 below regarding Card-On-File Accounts.

PART 3 SOLID WASTE DEPARTMENT CREDIT ACCOUNTS

A. ESTABLISHING A CREDIT ACCOUNT

Haulers or Self-Haulers that are commercial businesses may establish a credit account with the Department by contacting the department to request Credit Account Application Materials:

Wadena County Solid Waste
10542 170th St.
Wadena, MN 56482
(218) 631-2474

A Hauler/Self-Hauler may apply for a Credit Account by submitting the following application materials:

- Appendix A. Hauler/Self-Hauler Credit Account Applicant Information
- Appendix B. Hauler/Self-Hauler's Acknowledgment of Receipt: Hauler Fees and Credit Account Policy
- Appendix C. Credit Account Security Materials:
 - a. Personal Guaranty – Hauler or Self-Hauler Credit Account or
 - b. Hauler Credit Account Security Deposit Authorization & Letter of Good Standing
- Appendix D. Hauler/Self-Hauler's Designated Delivery Vehicles for Credit/Charge Account

Every Credit Account must be secured either (a) by a personal guarantee of a Self-Hauler or by a personal guarantee of an owner, director, managing partner, or managing member of a Hauler, or (b) by payment of a security deposit accompanied by a letter of good standing from the Hauler's primary banking institution.

The Department may, at its discretion, waive the requirement of a personal guarantee or payment of a security deposit for political subdivisions: a statutory or home rule charter city, county, town, or other political subdivision.

A. Credit Accounts Backed by a Personal Guaranty

Either a Hauler or a Self-Hauler may apply for a Credit Account by providing a Personal Guaranty for all Tipping Fees accrued by the Hauler or Self-Hauler with the Solid Waste Department. For Self-Haulers, the Personal Guaranty must be submitted by the Self-Hauler prior to incurring any Tipping Fees with the Solid Waste Department. For Haulers, the Personal Guarantee must be made by an owner, director, managing partner, or managing member of the Hauler prior to incurring any Tipping Fees. See the Credit Account Application Materials for additional details, which are incorporated here by reference.

B. Credit Accounts Backed by a Security Deposit

A Hauler (i.e. a licensed hauler), in lieu of granting a Personal Guarantee as described in item I.A. above, may instead authorize and pay a security deposit and submit a Letter of Good Standing (aka a Bank Reference Letter) from the Hauler's primary banking institution. See the Credit Account Application Materials for additional details regarding the payment of a security deposit and Letter of Good Standing.

C. Department Reserves the Right to Request Additional Financial Information

The Department reserves the right to review a hauler's creditworthiness upon receipt of completed application materials, and, if approved for a Credit Account, periodically thereafter. Once an application is complete and approved, an account will be created that identifies the Hauler or Self-Hauler, company name, address, county, and other information needed for invoicing and billing.

II. CREDIT LIMITS

All Credit Accounts will have credit limits as follows:

A. Accounts Secured by a Personal Guaranty

Hauler Credit Accounts Secured by a Personal Guaranty shall be subject to a uniform credit limit in an amount designated by the Solid Waste Department for all such accounts. Likewise, Self-Hauler Credit Accounts secured by a Personal Guaranty shall be subject to a uniform credit limit in an amount designated by the Solid Waste Department for all such accounts. The Solid Waste Department may, in its discretion, assign different credit limits for Self-Hauler Accounts and Hauler Accounts.

B. Accounts Secured by Security Deposit and Letter of Good Standing

Hauler Accounts secured by a Security Deposit and Letter of Good Standing from the Hauler's primary banking institution shall have a maximum credit limit of four (4) times the amount of the Hauler's Security Deposit.

For Example: If Hauler X has elected a security deposit of \$10,000.00, Hauler X's credit limit will be \$40,000.00. If Hauler X reaches its credit limit, Hauler X may elect to increase its credit limit by increasing the amount of security deposit paid to the Department.

The Department reserves the right to limit the amount of credit available to any Hauler regardless of the amount of security deposit paid. The Department may, at its discretion, limit the amount of credit to an amount less than four (4) times the amount of security on deposit.

C. Credit Limits are Subject to the Discretion of the Solid Waste Department

The Solid Waste Department shall retain the discretion to adjust credit limits or deny credit to any Hauler or Self-Hauler. A Hauler's or Self-Hauler's credit limit may be subject to change based on analysis by the Department of the Hauler or Self-Hauler's activity level, payment practices, and creditworthiness. The Department reserves the right to request and obtain financial information and other credit information deemed necessary to support the credit granted to the Hauler or Self-Hauler. Refusal to provide information requested may result in a reduction to the Hauler or Self-Hauler's credit limit or revocation of the Hauler's or Self-Hauler's Credit Account.

III. CREDIT ACCOUNTS AUTHORIZED ONLY AT DESIGNATED FACILITIES

A Hauler or Self-Hauler's Credit Account authorizes the delivery of Solid Waste only to the facility or facilities designated by the Solid Waste Department. The Solid Waste Department reserves the right to limit the number of facilities a Hauler or Self-Hauler may utilize in conjunction with a Credit Account. The Solid Waste Department may, at its discretion, require the establishment of multiple credit accounts for the same Hauler or Self-Hauler in order to utilize separate Credit Accounts for separate Solid Waste Department facilities.

IV. CREDIT ACCOUNT APPROVED VEHICLES

A Hauler or Self-Hauler may choose to maintain with the Solid Waste Department a list of vehicles designated to deliver Solid Waste to the Department's facilities under the Hauler or Self-Hauler's Credit Account. The Hauler is responsible for updating the list as often as necessary to ensure its accuracy. Attempts to do service with vehicles not on a Hauler generated list may result in the Solid Waste Department's refusal to allow a Hauler or Self-Hauler to apply a Tipping Fee to a Credit Account.

V. BILLING INVOICE AND PAYMENT

The Department will make reasonable efforts to send invoices to haulers utilizing a credit account for the previous month's services by the seventh day of each month. Haulers with credit accounts will receive written notice of changes to the billing and credit procedure. Payment to the Department is due in full on the last day of the month (i.e. bills mailed by the Department on or around the 7th of November will be considered past due on December 1st). Account holders may pay for monthly invoices using cash, checks, and credit cards. **Credit card payments are assessed an additional fee.** Additional special fees and charges may be itemized on each month's bill.

VI. DELINQUENT ACCOUNTS

The Department must receive payment in full by 6 p.m. on the due date at the location specified on the invoice. A finance charge of 1.5% per month past due will be imposed on the Hauler or Self-Hauler for accounts which are past due.

If payment is not received by that date, the Hauler/Self-Hauler's Credit Account becomes delinquent. At the discretion of the Solid Waste Department, a delinquent Credit Account may be put on "Cash Only" Status (see below), and the Hauler/Self-Hauler may be required to pay up-front each time it uses the SW Facility, unless other arrangements have been made.

If the hauler's account is delinquent for more than 60 days, and if reasonable arrangements cannot be made to collect the delinquent amount, the Department may take other steps, including but not limited to engaging an outside agency to collect the debt. **All cost of debt collection incurred, including collection agency fees, attorneys' fees, and court costs, will be added to the amount owed by the Hauler/Self-Hauler and will be payable by the Hauler/Self-Hauler upon demand.**

The Hauler/Self-Hauler will be charged a \$30 fee for each check with insufficient funds. This \$30 fee is in addition to any other costs of collection incurred by the Solid Waste Department or Wadena County in recovering payment on a delinquent account, including collection agency fees, attorneys' fees, and court costs.

VII. "CASH ONLY" STATUS

A Credit Account maybe placed on "cash only" status by the Solid Waste Department if the Account balance is not paid on time or if the check presented as payment is not honored by the bank (e.g., insufficient funds, closed account, etc.). Designated Vehicles for a Hauler or Self-Hauler whose Credit Account has been placed on "Cash Only" status will be required to pay all Tipping Fees as they are incurred, i.e. upon delivery of Solid Waste to a Department facility. No additional Tipping Fees will be applied to the Hauler/Self-Hauler's Credit Account until arrangements have been made with the Solid Waste Department to remedy the delinquency. All such arrangements are at the discretion of the Solid Waste Department.

VIII. DORMANT ACCOUNTS

At the discretion of the Solid Waste Department, any Credit Account that has not been active for the previous year may be closed. Haulers or Self-Haulers will be able to apply to re-open a dormant account by completing a new Hauler Card Authorization forms and Hauler's Authorized Account Delivery Vehicle forms.

IX. DISPUTED CREDIT ACCOUNTS

If a Hauler/Self-Hauler disagrees with their monthly bill, they should immediately notify the Department of the dispute by contacting the Solid Waste Department:

Wadena County Solid Waste
10542 170th St.
Wadena, MN 56482
(218) 631-2474

If the matter cannot be resolved through informal means, the hauler must provide the Department with an itemized list of disputed charges in writing by mailing to the address above or by emailing a person designated by the Department. Disputes between a Hauler/Self-Hauler and the Solid Waste Department regarding charges to a Credit Account will first be decided by the Wadena County Director of Solid Waste and, if either the Department or the Hauler/Self-Hauler continue to dispute the charge, then by the Wadena County Board of Commissioners.

The Hauler/Self-Hauler must pay any non-disputed amounts by the imposed deadline for payment.

IX. ENTRY AT SOLID WASTE FACILITIES AT THE DISCRETION OF THE SOLID WASTE DEPARTMENT

The Department reserves the right to deny entry to any SW Facility by any Hauler/Self-Hauler who fails to comply with this Hauler Fees and Credit Account Policy

PART 4 SOLID WASTE DEPARTMENT CARD-ON-FILE ACCOUNTS

For high volume Haulers or Self-Haulers that do not want to establish a Credit Account, but need a way to streamline payments for several vehicles and drivers can establish a “Card-on-File Account”. The Hauler provides the information for a credit or debit card to the Card-on-File account. When the account holder delivers waste to a Facility, the Solid Waste Department charges the designated account daily for deliveries.

I. ESTABLISHING A CARD-ON-FILE ACCOUNT

Currently, card-on-file account services are not available. Should the Department develop such services, Haulers may establish a card-on-file account with the Department by contacting the department to request Account Application Materials:

Wadena County Solid Waste Department
10542 170th St.
Wadena, MN 56482
(218) 631-2474

A Hauler may apply for a Card-on-File Account by submitting the following application materials:

- (i) Hauler Acknowledgment of Receipt: Hauler Fees and Credit Account Policy
- (ii) Hauler Card Authorization Form
- (iii) Hauler’s Authorized Account Delivery Vehicles (optional)

These forms are currently in draft format and will be updated when the card-on file services are developed. Additional application information may be requested by a third-party financial service provider.

II. DORMANT ACCOUNTS

At the discretion of the Solid Waste Department, any Card-On-File Account that has not been active for the previous year may be closed. Haulers or Self-Haulers will be able to apply to re-open a dormant account by completing new Hauler Card Authorization forms and Hauler’s Authorized Account Delivery Vehicle forms.

III. WAIVER OF LIABILITY

Haulers or Self-Haulers by providing credit or debit card information to the Solid Waste Department, agree to release and discharge Wadena County, the Solid Waste Department, their employees, directors, officers, affiliates, members, agents, representatives and insurers from any and all liability for money damages, damages to credit, or disclosure of confidential information, negligence in management, negligence in supervision, and or any other claims, demands, losses or damages incurred in connection with information provided to the Solid Waste Department.

II. CARD-ON-FILE ACCOUNT APPROVED VEHICLES

A Hauler or Self-Hauler shall maintain with the Solid Waste Department a list of vehicles designated to deliver Solid Waste to the Department's facilities under the Hauler or Self-Hauler's Card-On-File Account. The list shall be updated by the Hauler or Self-Hauler as often as necessary to ensure its accuracy. Failure to maintain an accurate list of designated vehicles may result in the Solid Waste Department's refusal to allow a Hauler or Self-Hauler to apply a Tipping Fee to a Card-On-File Account.

III. CHARGING ACCOUNTS

The Department will have the discretion to charge Haulers or Self-Haulers as tipping fees are incurred, which may result in multiple transactions per day, or at or near the close of business each day for the Facility.

IV. "CASH ONLY" STATUS

A Card-On-File Account may be placed on "cash only" status by the Solid Waste Department if the credit or debit card information on file rejects charges by the Department, or otherwise becomes void. Designated Vehicles for a Hauler or Self-Hauler whose Card-On-File Account has been placed on "Cash Only" status will be required to pay all Tipping Fees as they are incurred, i.e. upon delivery of Solid Waste to a Department facility. No additional Tipping Fees will be applied to the Hauler/Self-Hauler's Card-On-File Account until arrangements have been made with the Solid Waste Department to remedy the delinquency. All such arrangements are at the discretion of the Solid Waste Department.

V. DISPUTED CHARGES

If a Hauler/Self-Hauler disagrees with any charge to the Card-On-File Account, they should immediately notify the Department of the dispute by contacting the Solid Waste Department:

Wadena County Solid Waste
10542 170th St.
Wadena, MN 56482
(218) 631-2474

If the matter cannot be resolved through informal means, the hauler must provide the Department with an itemized list of disputed charges in writing by mailing to the address above or by emailing a person designated by the Department. Disputes between a Hauler/Self-Hauler and the Solid Waste Department regarding charges to a Card-On-File Account will first be decided by the Wadena County Director of Solid Waste and, if either the Department or the Hauler/Self-Hauler continue to dispute the charge, then by the Wadena County Board of Commissioners.

Appendix

Appendix A: Hauler/Self-Hauler Credit Account Applicant Information

Appendix B: Hauler/Self-Hauler's Acknowledgment of Receipt: Hauler Fees and Credit Account Policy

Appendix C: Credit Account Security Materials

Appendix D: Hauler/Self-Hauler's Designated Deliver Vehicles for Credit/Charge Account (optional)

**WADENA COUNTY DEPARTMENT OF SOLID WASTE
HAULER CREDIT ACCOUNT APPLICANT INFORMATION**

Notice to Applicants: Minnesota Statute § 270C.72, subd. 4, states that licensing authorities must require applicants to provide their Social Security Number or Individual Taxpayer Identification Number and Minnesota Business Identification Number, as applicable, on all license applications. That information, as well as the name, address, business name, and address of all applicants, is made available to the Minnesota Commissioner of Revenue. *Your Application Is Incomplete If You Fail To Supply This Information.* This information may be used to deny the issuance of your license in the event you owe Minnesota sales, employer's withholding or motor vehicle excise taxes. The Minnesota Department of Revenue, in accordance with the Federal Exchange of Information Act, may supply the information to the Internal Revenue Service.

PLEASE PRINT:**A. Applicant Information:**

1. Legal Business Name: _____
2. Licensee Name (if different than Business Name): _____
3. Mailing Address: _____
 City: _____ State/Zip: _____
4. Billing Address (if different than mailing address): _____
 City: _____ State/Zip: _____
5. Business Phone Number(s): _____
 (phone number must be to a local contact; applications with numbers to call centers will be considered incomplete)
6. Email Address: _____
7. Name of Person Completing Application: _____
 Title of Position Held: _____
8. Alternate Contact Person (optional): _____
 Title of Position Held: _____
 Phone: _____ Email: _____

B. Business Information:

9. Type of Business (check one): _____ Self-Hauler or _____ Commercial Hauler

10. Business Structure (check one): _____ Sole Proprietorship _____ Partnership

_____ Corporation _____ LLC

Owner/Officer/Member: _____

Owner/Officer/Member: _____

Subsidiary of Division of: _____

11. Date Business Started: _____

C. Business Identification Numbers

12. Federal Employer Identification Number: _____

13. MN Tax Identification Number: _____

or

14. Social Security Number: _____

The information supplied in this form is, to the best of my knowledge, accurate. It is submitted solely for the purpose of applying for open account terms with Wadena County Department of Solid Waste.

Signature: _____ Date: _____

**WADENA COUNTY DEPARTMENT OF SOLID WASTE
CREDIT ACCOUNT APPLICANT ACKNOWLEDGMENT OF RECEIPT:
HAULER FEES AND CREDIT ACCOUNT POLICY**

Business/Applicant for Credit Account: _____

Individual Completing this Form (print): _____

Relationship to Business: _____

The undersigned, on behalf of the above-identified Business/Applicant for a Credit Account with the Wadena County Solid Waste Department, hereby acknowledges receipt of the “Wadena County Department of Solid Waste Hauler Fees and Credit Account Policy” (the “Policy”) as adopted by the Wadena County Board of Commissioners on _____ (date).

The undersigned has had an opportunity to review the Policy and understands the provisions therein. The undersigned further acknowledges that the Policy may be subject to future amendments. If the Business/Applicant’s request for a Hauler Credit Account is approved, the undersigned acknowledges that it is the responsibility of the Business/Applicant to obtain, review and adhere to any future version of the Policy.

The undersigned applicant certifies that the billing for solid waste collection and transportation services is based upon volume. The undersigned applicant further certifies that the operation of the Business/Applicant’s solid waste disposal activities will be conducted in accordance with Wadena County Solid Waste Designation and Management Ordinances and all applicable local, state, and federal laws, rules and regulations.

The undersigned acknowledges the County’s policy regarding Delinquent Accounts and understands that if the undersigned’s Credit Account becomes delinquent, the undersigned will be responsible for all costs of debt collection incurred by the County, including collection agency fees, attorneys’ fees, and court costs, which will be added to the amount owed by the undersigned and will be payable by the undersigned upon demand.

Date:

[signature]

By: _____
[print name]

**WADENA COUNTY DEPARTMENT OF SOLID WASTE
PERSONAL GUARANTY – CREDIT ACCOUNT**

[DATE]

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and to induce **WADENA COUNTY** (herein, with its participants, successors and assigns, called "County"), at its option, at any time or from time to time to make loans or extend other accommodations to or for the account of _____, a **Minnesota resident or corporation** (hereinafter called "Borrower") or to engage in any other transactions with Borrower, the undersigned, hereby absolutely and unconditionally guarantees to the County the full and prompt payment when due, whether at maturity or earlier by reason of acceleration or otherwise, of the debts, liabilities and obligations described as follows:

The undersigned guarantees to County the payment and performance of each and every debt associated with the payment of tipping fees at County Solid Waste facilities which Borrower may now or at any time hereafter owe to County (whether such debt, liability, or obligation now exists or is hereafter created or incurred, and whether it is or may be direct or indirect, due or to become due, absolute or contingent, primary or secondary, liquidated or unliquidated, or joint, several or joint and several; all such debts, liabilities and obligations being hereinafter collectively referred to as the "Indebtedness").

The undersigned further acknowledge and agree with the County that:

1. No act or thing need occur to establish the liability of the undersigned hereunder, and no act or thing, except full payment and discharge of all Indebtedness, shall in any way exonerate the undersigned or modify, reduce, limit, or release the liability of the undersigned hereunder.

2. This is an absolute, unconditional, and continuing guaranty of payment of the Indebtedness and shall continue to be in force and be binding upon the undersigned, whether or not all Indebtedness is paid in full, until this guaranty is revoked prospectively as to future transactions, by written notice actually received by the County, and such revocation shall not be effective as to Indebtedness existing or committed for at the time of actual receipt of such notice by the County, or as to any renewals, extensions and refinancing thereof. If there be more than one undersigned, such revocation shall be effective only as to the one so revoking. The death or incompetence of the undersigned shall not revoke this guaranty, except upon actual receipt of written notice thereof by the County and then only as to the decedent or the incompetent and only prospectively, as to future transactions, as herein set forth.

3. If the undersigned shall be dissolved, shall die, or shall be or become insolvent, then the County shall have the right to declare immediately due and payable, and the undersigned will forthwith pay to the County, the full amount of all Indebtedness, whether due and payable or unmatured. If the undersigned voluntarily commences or there is commenced involuntarily against

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the undersigned a case under the United States Bankruptcy Code, the full amount of all Indebtedness, whether due and payable or unmatured, shall be immediately due and payable without demand or notice thereof.

4. The liability of the undersigned hereunder shall be liable for all Indebtedness, **plus accrued interest thereon and all attorneys' fees, collection costs and enforcement expenses referable thereto**. Indebtedness may be created and continued in any amount, whether or not in excess of such principal amount, without affecting or impairing the liability of the undersigned hereunder. The County may apply any sums received by or available to the County on account of the Indebtedness from Borrower or any other person (except the undersigned), from their properties, out of any collateral security or from any other source to payment of the excess. Such application of receipts shall not reduce, affect, or impair the liability of the undersigned hereunder. If the liability of the undersigned is limited to a stated amount pursuant to this paragraph 4, any payment made by the undersigned under this guaranty shall be effective to reduce or discharge such liability only if accompanied by a written transmittal document, received by the County, advising the County that such payment is made under this guaranty for such purpose.

5. The undersigned will not exercise or enforce any right of contribution, reimbursement, recourse, or subrogation available to the undersigned against any person liable for payment of the Indebtedness, or as to any collateral security therefor, unless and until all of the Indebtedness shall have been fully paid and discharged.

6. The undersigned will pay or reimburse the County for all costs and expenses (including reasonable attorneys' fees and legal expenses) incurred by the County in connection with the protection, defense, or enforcement of this guaranty in any litigation or bankruptcy or insolvency proceedings.

7. Whether or not any existing relationship between the undersigned and Borrower has been changed or ended and whether or not this guaranty has been revoked, the County may, but shall not be obligated to, enter into transactions resulting in the creation or continuance of Indebtedness, without any consent or approval by the undersigned and without any notice to the undersigned. The liability of the undersigned shall not be affected or impaired by any of the following acts or things (which the County is expressly authorized to do, omit or suffer from time to time, both before and after revocation of this guaranty, without notice to or approval by the undersigned): (i) any acceptance of collateral security, guarantors, accommodation parties or sureties for any or all Indebtedness; (ii) any one or more extensions or renewals of Indebtedness (whether or not for longer than the original period) or any modification of the interest rates, maturities or other contractual terms applicable to any Indebtedness; (iii) any waiver or indulgence granted to Borrower, any delay or lack of diligence in the enforcement of Indebtedness, or any failure to institute proceedings, file a claim, give any required notices or otherwise protect any Indebtedness; (iv) any full or partial release of, settlement with, or agreement not to sue, Borrower or any other guarantor or other person liable in respect of any Indebtedness; (v) any discharge of any evidence of Indebtedness or the acceptance of any instrument in renewal thereof of substitution therefor; (vi) any failure to obtain collateral security (including rights of setoff) for Indebtedness, or to see to the proper or sufficient creation and perfection thereof, or to establish the priority thereof, or to protect, insure or enforce any collateral security; or any modification, substitution,

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discharge, impairment or loss of any collateral security; (vii) any foreclosure or enforcement of any collateral security; (viii) any transfer of any Indebtedness or any evidence thereof; (ix) any order of application of any payments or credits upon Indebtedness.

8. The undersigned waive any and all defenses, claims and discharges of Borrower, or any other obligor, pertaining to Indebtedness, except the defense of discharge by payment in full. Without limiting the generality of the foregoing, the undersigned will not assert, plead or enforce against the County any defense of waiver, release, discharge in bankruptcy, statute of limitations, res judicata, statute of frauds, anti-deficiency statute, fraud, incapacity, minority, usury, illegality or unenforceability which may be available to Borrower or any other person liable in respect of any Indebtedness, or any setoff available against the County to Borrower or any such other person, whether or not on account of a related transaction. The undersigned expressly agree that the undersigned shall be and remain liable for any deficiency remaining after foreclosure of any mortgage or security interest securing Indebtedness, whether or not the liability of Borrower or any other obligor for such deficiency is discharged pursuant to statute or judicial decision.

9. The undersigned waive presentment, demand for payment, notice of dishonor or nonpayment, and protest of any instrument evidencing Indebtedness. The County shall not be required first to resort for payment of the Indebtedness to Borrower or other persons or their properties, or first to enforce, realize upon or exhaust any collateral security for Indebtedness, before enforcing this guaranty.

10. If any payment applied by the County to Indebtedness is thereafter set aside, recovered, rescinded or required to be returned for any reason (including, without limitation, the bankruptcy, insolvency or reorganization of Borrower or any other obligor), the Indebtedness to which such payment was applied shall for the purposes of this guaranty be deemed to have continued in existence, notwithstanding such application, and this guaranty shall be enforceable as to such Indebtedness as fully as if such application had never been made.

11. The liability of the undersigned under this guaranty is in addition to and shall be cumulative with all other liabilities of the undersigned to the County as guarantor or otherwise, without any limitation as to amount, unless the instrument or agreement evidencing or creating such other liability specifically provides to the contrary.

12. This guaranty shall be enforceable against each person signing this guaranty, even if only one person signs and regardless of any failure of other persons to sign this guaranty. If there be more than one signer, all agreements and promises herein shall be construed to be, and are hereby declared to be, joint and several in each of every particular and shall be fully binding upon and enforceable against either, any or all of the undersigned. This guaranty shall be effective upon delivery to the County, without further act, condition, or acceptance by the County, shall be binding upon the undersigned and the heirs, representatives, successors and assigns of the undersigned and shall inure to the benefit of the County and its participants, successors, and assigns. Any invalidity or unenforceability of any provision or application of this guaranty shall not affect other lawful provisions and application hereof, and to this end the provisions of this guaranty are declared to be severable.

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13. This guaranty may not be waived, modified, amended, terminated, released, or otherwise changed except by a writing signed by the undersigned and the County. This guaranty shall be governed by the laws of the State of Minnesota. The undersigned waives notice of the County's acceptance hereof and waives the right to a trial by jury in any action based on or pertaining to this guaranty.

14. The undersigned hereby agrees that a default under any agreements between Borrower and County is a default under this guaranty and default under this guaranty is a default under all the agreements between Borrower and the County.

IN WITNESS WHEREOF, this guaranty has been duly executed by the undersigned the day and year first above written.

Date: _____
[GUARANTOR]

Print Name of Guarantor: _____ DOB _____

Relationship to Borrower: _____ SSN: _____

Address: _____

Email: _____ Telephone: _____

**WADENA COUNTY DEPARTMENT OF SOLID WASTE
HAULER CREDIT ACCOUNT SECURITY DEPOSIT AUTHORIZATION**

PLEASE PRINT:

A. Credit Account Applicant Information:

15. Credit Account Applicant: _____

16. Name of Person Completing Authorization: _____

Title of Position Held: _____

Phone: _____ Email: _____

17. Alternate Contact Person (optional): _____

Title of Position Held: _____

Phone: _____ Email: _____

B. Security Deposit Authorization:

Credit Account Applicant authorizes the deposit of funds with the Wadena County Department of Solid Waste to be held as guarantee for the faithful payment of accrued tipping fees in accordance with the Wadena County Department of Solid Waste Hauler Fees and Credit Account Policy.

Credit Account Applicant authorizes the Count to apply the security deposit to any of the following:

- a. Unpaid tipping fees/Credit Account balance;
- b. Attorney's fees incurred in the County's enforcement of the Hauler Fees and Credit Account Policy;
- c. Court costs incurred in the County's enforcement of the Hauler Fees and Credit Account Policy;
- d. Any other costs and expenses associated with Wadena County's enforcement of the Hauler Fees and Credit Account Policy.

C. Security Deposit:

Amount of Security Deposit Authorized: \$ _____

The Credit Account Applicant's limit of credit with the Solid Waste Department will be a maximum of 4 times the amount of security deposit authorized. For example, if the applicant authorizes \$2,000.00 of Security Deposit, the Applicant will have a maximum of \$8,000.00 credit limit with the Department of Solid Waste. The Solid Waste Department may authorize a lower credit limit. See the Hauler Fees and Credit Account Policy for additional information.

D. Release/Return of Security Deposit:

Credit Account Applicant acknowledges that the Wadena County Department of Solid Waste will release or return the Credit Account Applicant's Security Deposit to the Credit Account Applicant on the following conditions:

- a. Credit Account Applicant requests the release of the Security Deposit to the Solid Waste Department in writing. Credit Account Applicant can call the Solid Waste Department at 218-631-2474 to request a Department email address where their request can be directed.
- b. The Applicant's Credit Account must be paid in full. If the amount of Security Deposit exceeds the balance of the Credit Account, the Applicant may request the Department apply the security deposit to the Credit Account and issue a check for the remaining balance. These requests must be made in writing.
- c. The Solid Waste Department shall have 28 days from the date of a written request to release Security Deposit to issue a check to the Credit Account Applicant.
- d. The Solid Waste Department will only issue funds by check and in the name of the Credit Account Applicant. Security Deposit Funds shall not be released in the name of any other person.

E. Letter of Good Standing

For the Credit Account Applicant's Application to be complete a Letter of Good Standing from the Applicant's primary financial institution must be attached to this form.

The information supplied in this form is, to the best of my knowledge, accurate. It is submitted solely for the purpose of applying for a Credit Account with Wadena County Department of Solid Waste. By signing below, I authorize the deposit of funds with the Department of Solid Waste according to the terms outlined above as well as the terms of the Hauler Fees and Credit Account Policy.

Signature: _____ Date: _____

For Completion by the Wadena County Solid Waste Department:

Date Received: _____

Letter of Good Standing Attached: _____

Security Deposit Received: _____

Credit Account Applicant Approved for a credit limit of: \$ _____

Reviewed by: _____

**WADENA COUNTY DEPARTMENT OF SOLID WASTE
DESIGNATED DELIVERY VEHICLES FOR CREDIT/CHARGE ACCOUNT**

Hauler Business Name: _____

Name of Person Completing This Form: _____

Relationship to Hauler: _____

Phone: _____ Email: _____

Alternate Contact Person: _____

Relationship to Hauler: _____

Phone: _____ Email: _____

This Vehicle Designation is (check one):

- Update of an Existing Vehicle Designation
- New Applicant Vehicle Designation

The Applicant desires to (check one):

- Authorize only vehicles listed on attached completed form to deliver waste chargeable to this account
- Waive option of restricting business to a list of vehicles

Signature of Applicant: _____

Date Submitted: _____

