

HOPI SOLID WASTE MANAGEMENT PROGRAM

P.O. Box 123

Kykotsmovi, Az. 86039

Phone: 928-836-2323 or 928-836-2322



BUSINESS APPLICATION

Please Print

BUSINESS NAME: _____

INDIVIDUAL COMPLETING FORM: _____

MAILING ADDRESS: _____
P.O. BOX CITY STATE ZIP

BUSINESS PHONE: _____

E-MAIL ADDRESS: _____

PHYSICAL LOCATION (S): _____

ITEM REQUESTED: _____ 90-Gallon Container
_____ 2-90 Gallon Containers
_____ 3-Cubic Bin

PLEASE SKETCH A MAP OF THE LOCATION ON THE ATTACHED SHEET

This section is for office use only

Business Received: _____ 90-Gallon Container _____ 3-Cubic Bin

Number (s) Issued: _____ ; _____ **Account Number:** _____

Date Issued: ____ / ____ / ____ **Delivered by:** _____

Comments: _____

Signature of Authorized Personnel

Date

HOPI SOLID WASTE MANAGEMENT PROGRAM CUSTOMER POLICY

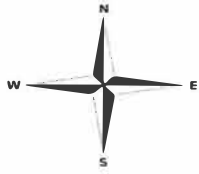
- 1) **90-Gallon containers must be taken to the curb/roadside for pick up.** Containers not taken to the curb/roadside will not be picked up until the next scheduled pick up date, unless notified otherwise. The container is for **BUSINESS WASTE ONLY**. **DO NOT** dispose of any bulk items, (e.g. vehicle/machinery parts, weeds, tree trimmings, construction materials, etc.) in the containers. There is a separate charge for disposal of bulk items. **ALL BUSINESS TRASH MUST BE BAGGED.**
- 2) In the event that a container is stolen or destroyed, the user will be responsible for replacement of the container at a pro-rated cost. Containers found to be unusable through normal wear and tear will be replaced at the discretion of the HTSWMP.
- 3) Hazardous waste materials (e.g. medical waste, oil, grease, tires, vehicle batteries, etc.) are **not allowed** at the landfill. ***Ordinance #44, Section 102.A.3 OWNER states..." All hazardous waste shall become the responsibility of each occupant, business establishment or agency to locate an approved site which accepts such waste and arranges for its disposal".*** Drivers of the compactor trucks will check each container or bin for any identifiable hazardous materials. Any hazardous materials found will not be picked up and the customer will be responsible for disposing of the hazardous waste at an approved facility.
- 4) Pursuant to Ordinance #44, the HTSWMP agrees to provide a container (s) for disposal of solid waste at a monthly rate of **\$100.00/month for a 90-gallon receptacle and \$75.00 for each additional 90 gallon container (upon request), \$230.00/month for a 3-cubic yard bin and \$135.00 for each additional bin (upon request).** You will be issued an account number, so that payment (s) are accurately posted to the appropriate account. **Payments are due on or before the 15th of each month, and will accrue a delinquent fee of \$5.00, which will be applied to the customer's account if received after the 15th of each month.**
- 5) **Delinquent accounts exceeding 60 days will result in a discontinuation of services.** Bin and/or container will be picked up and returned to the HTSWMP inventory. The customer will be personally responsible for disposal of business waste to the landfill. Landfill disposal fees are based on the size of the load and the material being discarded.
- 6) **Reinstatement of services will be granted provided that the account is paid in full, which includes all applicable fees for delinquency and a reinstatement fee in the amount of \$25.00.** A Redelivery fee in the amount of \$35.00 will be applied once the container (s) has been removed from the premises. These charges will be applied to the customer's account.
- 7) The Hopi Tribal Council has adopted Ordinance \$44 to regulate the enforce the HTSWMP collection and disposal program. A copy will be provided upon request.
- 8) If you plan to move or discontinue services, contact the HTSWMP office at 928-836-2323 or 2322, **15 days prior to the date of your move or the date of cancellation.**

I HAVE READ AND UNDERSTAND THE CUSTOMER POLICIES SET FORTH BY THE HOPI SOLID WASTE MANAGEMENT PROGRAM. I AGREE TO ABIDE BY THESE POLICIES. I HAVE BEEN PROVIDED A SIGNED COPY OF THE CUSTOMER POLICIES.

Customer Signature

Date

Business Location: Please provide a sketch of the approximate location of the business.



**HOPI SOLID WASTE MANAGEMENT PROGRAM
AGREEMENT FOR COLLECTION AND DISPOSAL OF SOLID WASTE**

THIS AGREEMENT, dated this _____ day of _____ by and between _____ (Customer) located at _____, Arizona, and the Hopi Tribe (Tribe) by and through its Solid Waste management Program (Program), whose place of business is located at 1 Main Street, Kykotsmovi, Arizona 86039-0123.

PREFACE:

WHEREAS, the tribe operates a solid waste collection service through its Program: and

WHEREAS, the Program has adopted a place for solid waste management which involves providing for the collection and disposal of solid waste within its boundaries.

WHEREAS, Customer is in need of collection and disposal of solid waste; and

WHEREAS, the Program and Customer hereby enters into an agreement with for the collection, transportation and disposal of _____ residential or _____ commercial solid waste. (Check Applicable Service)

THEREFOR, in consideration of the premises and the mutual promises and agreements herein contained, the parties do mutually promise and agree as follows:

ARTICLE 1 – TERM OF CONTRACT:

The Term of this Contract is from _____ and shall continue on an annual basis, automatically renewing for additional terms of twelve (12) months, unless amended or terminated pursuant to the provisions of Article 8 of this Contract.

ARTICLE 2 – SCOPE OF CONTRACT:

This Contract shall apply to the collection, transportation and disposal of solid waste, recyclables, yard waste and “bulky waste” materials generated by Customer. The Program shall furnish all labor, vehicles, tools, equipment and all other facilities necessary to fulfill the terms of the Contract.

ARTICLE 3 – TYPES OF COLLECTION:

1. Acceptable waste means waste that originates in the house or business that is non-hazardous solid waste or recyclable materials as follows:

- a. Household and Bulky Waste includes any item except major appliances generated from normal household operation. Bulky waste includes furniture, small appliances, rugs, etc., but excludes tires, major construction debris, and automobile parts. A call to Program a week in advance is necessary to arrange for collection and there will be an additional cost for this collection which shall be determined by the Program. Yard waste shall be placed in trash bags. Tree trimmings and brushes shall be tied in bundles no more than four (4) feet in length.
 - b. Major Appliances ("White Goods") include hot water heaters, washers, dryers, stoves and other major appliances. A call to Program a week in advance is necessary to arrange for collection and there will be an additional cost for this collection which shall be determined by the Program.
2. Unacceptable waste is defined as a portion of solid waste exclusively of hazardous waste such as. But not limited to: explosives, pathological waste, radioactive material, foundry sand, cesspool and human waste, liquefied waste, human and/or animal remains, sewage, and chemical processed waste, vehicle (motor) oil, coolant, wastes and/or batteries, equipment and/or tires from vehicles, or any other waste deemed unacceptable by the Program which would present a danger to the health, safety and welfare of the people and land or has reasonable possibility of adversely affecting the operation of the Hopi Solid Waste Landfill Facility. Disposal of unacceptable waste and any materials prohibited by the Program is the responsibility of the Customer, at their own expense. The Program may assist or advise the Customer on suitable disposal methods and locations upon request.

ARTICLE 4 – DAYS AND TIMES OF COLLECTION:

The Program shall collect acceptable solid waste curbside, between the hours of 7:00 a.m. and 6:00 pm. The Program shall give the Customer timely notice of any changes in pick up schedules due to weather conditions or holiday schedules. Customers shall notify the Program of any spilling or blowing of litter and this notification may be accompanied via telephone, facsimile, or personal contact. Neither Customer nor Program assume responsibility for acts of God causing spilling or blowing of litter, or delays in solid waste collection related to Program's performance of its duties as solid waste collector.

(Check Applicable Service)

1. Normal Residential Service

___ The Program shall provide residential acceptable solid waste pickup at the point of collection once a week. Collection may be adjusted should a collection day fall in a declared holiday (Tribal or Federal).

2. Normal Commercial Services

_____ The Program shall provide commercial acceptable solid waste pickup at the point of collection _____ time/times a week. Collection may be adjusted should a collection day fall on a declared holiday (Tribal or Federal).

ARTICLE 5 – PAYMENT TERMS AND CONDITIONS:

Monthly fees per household (Schedule A) and commercial fees (Schedule B) are set forth unless otherwise revised to reflect increased costs for the delivery of services. Such revision shall be provided to Customer with thirty (30) days of such increased cost.

_____ Once weekly curb waste collection household \$_____ per single-family. A \$50.00 (fifty) dollar fee will be applied to Customer's account for each additional pick-up during the same week.

_____ Once weekly curb waste collection commercial \$_____ per entity. A \$100.00 (one hundred) dollar fee will be applied to Customer's account for each additional pick-up during the same week.

_____ Times weekly curb waste collection commercial \$_____ per month. A \$100.00 (one hundred) dollar fee will be applied to customer's account for each additional pick-up during an unscheduled pick-up.

The Customer shall be billed monthly by the Program who shall invoice the Customer at the end of each month during which collection service was rendered and the Customer shall issue payment within fifteen (15) days of receipt of said bill.

In the event that a container is lost, damaged or stolen through no fault of the Program. Customers agree to pay for a replacement container less than ten (10) percent.

ARTICLE 6 – ASSIGNMENT AND AMENDMENT

The Program reserves the right to assign or amend this Contract. In the event of an assignment or amendment, timely written notice shall be provided to Customer within thirty (30) days of such assignment.

ARTICLE 7 – LIMITATIONS

Customer agrees to comply with applicable laws, regulations, procedures and requirements established by the Tribe.

ARTICLE 8 – TERMINATION:

The Customer may terminate the Contract after giving the Program ten (10) days written notice and Customer shall be responsible for all fees incurred up to the termination date.

The Contract may be terminated by the Program for the following reasons: (a) termination of the Program, (b) breach of this Contract which includes but not limited to (i) unacceptable solid waste disposal; or (ii) nonpayment of the fee by the Customer.

The Program has the right to collect all sums of money due under this Contract as provided for by applicable law.

ARTICLE 9 – NOTICE

Any notice required to be given pursuant to this Contract shall be deemed given when deposited in the U.S. Mail, addressed to the Party to whom the notice is to be given at the following addresses unless notified of a change in address:

Program: Hopi Solid Waste Management
P.O. Box 123
Kykotsmovi, Arizona 86039

Customer: _____

ARTICLE 10 – SOVEREIGN IMMUNITY

Nothing in this Contract waives the sovereign immunity of the Tribe.

Dated this _____ day of _____, _____

PROGRAM:

CUSTOMER:
