

**REGIONAL DISTRICT OF OKANAGAN-SIMILKAMEEN
BOARD POLICY**

<u>POLICY:</u>	Landfill Customer Accounts Policy
<u>AUTHORITY:</u>	Board Resolution dated July 18, 2019.
<u>AMENDED:</u>	Board resolution dated April 16, 2020 Board resolution dated December 21, 2023 Board resolution dated November 20, 2025 ¹

POLICY STATEMENT

The Landfill Customer Accounts Policy sets out the manner in which the Regional District of Okanagan-Similkameen will extend credit privileges to customers and will require payment of accounts.¹

PURPOSE

To formalize the process for granting credit to landfill customers and managing any outstanding balances.¹

RESPONSIBILITIES¹

The Regional District of Okanagan-Similkameen (RDOS) shall practice good financial stewardship by extending credit privileges to commercial customers using a risk-based approach.

The Chief Financial Officer is responsible for ensuring timely and full payment of all outstanding obligations by monitoring customer credits and actively managing overdue accounts.

PROCEDURES¹

1. Commercial landfill customers that incur User Fees in excess of \$500 per month may apply for a credit account with the RDOS.
2. Applicants for credit are required to fill out and sign the RDOS Credit Application and Agreement, attached as Schedule 1, as amended from time to time.
3. The following entities will not be required to fill out a Credit Application when applying for credit but will be required to sign a Contract Agreement:
 - a. Province of British Columbia, departments or agencies clearly identified
 - b. Government of Canada, departments or agencies clearly identified
 - c. Other Municipalities, Towns, Villages, and Districts
 - d. First Nations Bands

SOLID WASTE CREDIT ACCOUNT APPLICATION & AGREEMENT

Regional District of Okanagan-Similkameen Credit Agreement setting terms and conditions for the establishment of a solid waste disposal credit account

APPLICATION TYPE

- ☐ **NEW ACCOUNT** for:
- ☐ Sole Proprietorship – provide a copy of the Business Licence or Statement of Registration
 - ☐ Partnership – provide a copy of the Business Licence or Statement of Registration
 - ☐ Corporation - provide a copy of the Certificate of Incorporation
 - ☐ Other: _____

- ☐ **CHANGE IN COMPANY NAME** (complete Sections A & C only)
New Company - provide a copy of the Certificate of Change of Name
Old Company Name: _____

- ☐ **CHANGE IN OWNERSHIP** same Company Name

LIST OF FACILITIES – please select the facilities you plan to visit

- | | |
|---|--|
| <input type="checkbox"/> Campbell Mountain Landfill | <input type="checkbox"/> Keremeos Transfer Station |
| <input type="checkbox"/> Okanagan Falls Landfill | <input type="checkbox"/> Oliver Landfill |

NOTE:

- The Regional District of Okanagan-Similkameen's Finance staff will contact you upon receiving the completed application.
- If your application is approved, a deposit or letter of credit may be required to open the account.
- A valid business email address is required for billing and communication purposes.

Read and sign the terms & conditions to accept the terms of credit. Submit your completed credit application & agreement via email to billing@rdos.bc.ca. Applications can also be mailed or dropped off at:

Regional District of Okanagan-Similkameen
Finance Department (Attention: Accounts Receivable)
101 Martin Street, Penticton BC V2A 5J9

SECTION A: BUSINESS INFORMATION

Legal Business Name (the "Applicant")

Doing Business As (DBA), if different from Legal Business Name

Business Address - unit, street, city, province, postal code (no P.O. box)

Mailing Address, if different from Business Address

Estimated deposit volume per month: _____ tonnes Years in Business: _____

Description of types of waste: _____

Contact Person Name, Position/Title

Contact Person Phone Number

Business Telephone

Business Fax

Business Email **REQUIRED**

Website Address

SECTION B: CREDIT REFERENCES (Do not complete if change in company name only)

1.

Reference Name

Address

Contact Person

Telephone

Email

2.

Reference Name

Address

Contact Person

Telephone

Email



SECTION C: PERSONAL GUARANTEE (Owner or Co-Owner)

Name of Applicant: _____ (the "Applicant")

Name of Guarantor – Owner or Co-Owner: _____ (the "Guarantor")

In consideration of the Regional District of Okanagan-Similkameen ("RDOS") establishing a credit account in favour of the Applicant, the Guarantor hereby personally guarantees to the RDOS and its successors and assigns, full and complete payment and performance of all the covenants, agreements and obligations on the part of the Applicant to be observed, performed or fulfilled in accordance with the terms and conditions of the Solid Waste Credit Account Application and Agreement ("Agreement") and the RDOS *Landfill Customer Accounts Policy*, ("Policy"), which is attached as a Schedule to this Agreement. Where there is a conflict between the Policy and this Agreement, this Agreement will prevail.

The Guarantor acknowledges that the Agreement may be amended from time to time by the parties thereto without the prior consent of or notice to the Guarantor and agrees that no such amendment will release the Guarantor from liability under this Guarantee either in whole or in part.

Guarantor agrees to the collection and use of personal information provisions set out in section 6 of the Terms and Conditions.

If the Applicant fails to perform any of its obligations under the Agreement or the Policy, or breaches any provision thereof, then the Guarantor hereby undertakes to perform the obligations of the Applicant under the Agreement and will indemnify the RDOS against all claims, losses, damages, costs and expenses which may be incurred by the RDOS by reason of any default on the part of the Applicant in performing or observing the terms and conditions of the Agreement. The RDOS is not required to exhaust its recourse against the Applicant or other parties, nor realize on any security granted to the RDOS by the Applicant or any party, nor value any such security, nor notify the Guarantor of any act of default on the part of the Applicant before enforcing the provisions of this Guarantee.

This Guarantee is of a continuing nature and secures the guaranteed obligations that may be due from time to time and at any time from the Applicant to the RDOS, notwithstanding that the amount of the guaranteed obligations may change from time to time or may at any time be reduced to zero.

All debts and liabilities, present and future, of the Applicant to the Guarantor are hereby assigned to the RDOS and postponed to the liabilities of the Applicant to the RDOS, and all monies received by the Guarantor or any of the representatives or assigns of the Guarantor from the Applicant must be received in trust for the RDOS and must be paid over to the RDOS. The Guarantor must pay to the RDOS any sum guaranteed hereunder immediately upon receiving notice in writing from the RDOS setting out the amount of the required payment. Such notice may be sent by registered or certified mail or by prepaid courier, addressed to the address of the Guarantor set out below, or by delivering it personally to the Guarantor at the said address, and any notice sent by mail or delivered by courier will be deemed to be served on the Guarantor on the third business day following the mailing or delivery thereof.

The Guarantor understands that by signing below the Guarantor is personally guaranteeing the amounts owned by the Applicant to the RDOS.

SIGNED, SEALED and DELIVERED at _____ this _____ day of _____ 20____.

SECTION C: PERSONAL GUARANTEE (continued)

Guarantor:

_____	_____ (seal)
Guarantor Name (please print)	Guarantor Signature
_____	_____
Occupation & Employer	Telephone Number

Residential Address	

Witness:

_____	_____
Witness Name (please print)	Witness Signature

Witness Address	

TERMS & CONDITIONS

1. THE FACILITIES

The Applicant may only deposit municipal solid waste (the “MSW”) that is acceptable to the RDOS from time to time at the following solid waste disposal facilities (collectively, the “Disposal Sites”):

- Campbell Mountain Landfill;
- Okanagan Falls Landfill;
- Oliver Landfill;
- Keremeos Waste Transfer Station;

2. WASTE

The Applicant anticipates depositing a minimum of ____ tonnes of MSW per month as indicated in Section A of this Agreement and agrees that, notwithstanding such estimate, any provision to the contrary contained in this Agreement and any rules or policies posted at the Disposal Sites, the RDOS has the right in its sole and absolute discretion to limit the quantity and type of MSW that the Applicant may deposit in any of the Disposal Sites and to reject the deposit of any MSW by the Applicant if the RDOS should deem it desirable.

3. ACCESS

Only vehicles bearing the name of the Applicant displayed on their side, together with the license plates provided to the RDOS, are permitted to enter the Disposal Sites to deposit MSW on behalf of the Applicant. Vehicles that cannot be identified in accordance herewith will not be permitted to deposit MSW on credit.

Sub-trades cannot be registered to your account.

Following approval of your application, RDOS staff will contact you to collect the license plate information linked to your account.

4. PAYMENT

(i) The Applicant:

- a) must pay to the RDOS the total amount payable that is shown on an invoice sent by the RDOS to the Applicant, within 30 days of the invoice date;
- b) must make payment using one of the following methods:
 - Electronic Fund Transfer – request an EFT authorization form;
 - Cheque (or by certified cheque, bank draft or money order if required by the RDOS in writing) to the RDOS mailed to the Financial Services Department: 101 Martin Street, Penticton BC V2A 5J9;
 - In-person at our main office location
- c) must pay interest at the rate of 2% per month compounded monthly (equivalent to 26.82% per year) and calculated daily on all amounts overdue, including all overdue interest, from the date the charge was due to the date of payment;

- d) must maintain its credit account in good standing by paying all RDOS invoices in full and on time; and
- e) indemnifies the RDOS for all costs, charges and fees of whatsoever nature incurred by the RDOS in connection with the collection of any overdue amounts, including all legal fees.
- f) If the Applicant delivers a cheque to the RDOS and the cheque is dishonoured for non-sufficient funds, the Applicant must pay the RDOS an additional charge per current fees & charges bylaw (the “**NSF Charge**”), which will be added to the amount owing by the Applicant to the RDOS. The NSF Charge is in addition to any NSF fee charged by the Applicant’s financial institution.
- g) Where an Applicant’s account is in arrears, unpaid for more than 30 days from the date of the invoice, the RDOS will provide notice in writing to the Applicant requiring the Applicant to clear their account within 7 days. Applicants who fail to remit after the 7-day notice period has expired will only be permitted to dispose of MSW and Recyclable material at an RDOS facility on a COD basis.
- h) If the Applicant’s credit is suspended due to an outstanding unpaid balance, prior to accepting delivery of MSW to an RDOS facility, the Applicant will be required to make a payment to the outstanding balance in the amount of either \$1,000 or 5% of the outstanding balance, whichever is less and to pay the MSW fee for the current load in full upon exiting the landfill.
- i) Where an Applicant’s arrears are greater than 37 days, the RDOS may draw on the deposit or line of credit to reduce or eliminate the outstanding arrears and may suspend the Applicant’s authority to deposit at an RDOS facility pending full payment of the arrears plus reinstatement of a deposit which shall, at minimum, be double the amount originally granted.
- j) If the Applicant’s monthly balance exceeds \$15,000 the Applicant may be invoiced on a weekly basis and payment will be due within 30 days of the invoice date.

5. SUSPENSION OF PRIVILEGES

If the Applicant’s account is overdue, the RDOS may, in its sole and absolute discretion and without notice to the Applicant, suspend the Applicant’s available credit under this Agreement and refuse to accept MSW delivered to the Disposal Sites by the Applicant. The RDOS will notify the Applicant once it may resume using the credit account in accordance with this Agreement.

6. TERMINATION

The RDOS may terminate this Agreement at any time by delivering a notice of termination to the Applicant at the contact information provided in this Agreement, whether or not the Applicant has defaulted in any of its obligations contained herein.

The Applicant's obligation to pay all amounts payable hereunder, whether invoiced or not at the date of termination, and all rights and remedies of the RDOS under this Agreement, both at law and in equity, shall survive termination of this Agreement.

7. COLLECTION AND USE OF PERSONAL INFORMATION

The Applicant and the Guarantor authorize the RDOS to collect credit and other information about the Applicant and the Guarantor ("**Personal Information**") in accordance with the *Freedom of Information and Protection of Privacy Act* (British Columbia) from credit bureaus, reporting agencies and from the references provided to the RDOS.

The Applicant hereby authorizes the RDOS to:

- a) disclose the Personal Information to credit bureaus and reporting agencies;
- b) use the Personal Information to determine the financial position of the Applicant (or the Principal, if applicable) or Guarantor, and this includes running credit checks in respect of both the Applicant and Guarantor;
- c) use the Personal Information to provide credit to the Applicant in accordance with the terms of this Agreement; and
- d) disclose the Personal Information to RDOS staff, but only as needed in connection with services provided by the RDOS to the Applicant in accordance with the terms of this Agreement.

8. GENERAL

- (i) If this Agreement is suspended in accordance with Section 5, the Applicant may not deposit any further MSW at any of the Disposal Sites unless it repays in full any money owing to the RDOS.
- (ii) No term, condition, covenant or other provision of this Agreement will be considered to have been waived by the RDOS unless such waiver is expressly agreed to in writing by the RDOS and the waiver by the RDOS of any such term, condition, covenant or other provision will not be construed as or constitute a waiver of any further or other breach of that or any other term, condition, covenant or other provision of this Agreement.

The Applicant agrees to abide by the terms and conditions set out in this Agreement in consideration of the RDOS extending credit to the Applicant and delaying collection of the tipping fee payable to the RDOS for the deposit of MSW at Disposal Sites owned or operated by the RDOS.

DATED at _____ this _____ day of _____ 20____.

APPLICANT

Company Name (please print)

Name of Authorized Signatory

Title of Authorized Signatory (please print)

Authorized Signatory (signature)