

# SOLID WASTE CREDIT ACCOUNT APPLICATION

Greater Vancouver Sewerage and Drainage District Credit Agreement setting  
terms and conditions for the establishment of a solid waste disposal credit account

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## 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

United Boulevard /North Shore /North Surrey Recycling and Waste Centres **attended** scale:  
complete Vehicle Registration Form-for new or to update

United Boulevard /North Shore /North Surrey Recycling and Waste Centres **unattended** scale:  
complete Unattended Scale Account Customer Access Form and Vehicle Registration Form

Waste-to-Energy Facility (WTEF):  
complete WTEF Access and Vehicle Registration Form

### NOTE:

- Metro Vancouver’s Solid Waste Operations will contact you regarding your current waste management practices upon receiving the completed application.
- If your application is approved, a deposit or letter of credit will be required to open the account. The minimum deposit is \$2,000 but may be higher depending on the company’s estimated and actual monthly volume of waste brought into the facilities.

**Email your application for review. Once you’ve received confirmation that your application is complete, you must forward the signed original completed Credit Application to:**

### Address:

Metro Vancouver

Financial Services Department (Attention: Treasury - Accounting Clerk)

26<sup>th</sup> Floor, 4515 Central Boulevard, Burnaby BC V5H 0C6

Tel: 604-216-3225

email: [accountingsupport@metrovancover.org](mailto:accountingsupport@metrovancover.org)

**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: \_\_\_\_\_  
(Minimum 10 tonnes per month. See items 2 and 5 of Terms & Conditions for details)

Description of types of waste: \_\_\_\_\_

\_\_\_\_\_  
Contact Person Name, Position/Title

\_\_\_\_\_  
Contact Person Phone Number

\_\_\_\_\_  
Business Telephone

\_\_\_\_\_  
Business Fax

\_\_\_\_\_  
Business Email

\_\_\_\_\_  
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: GUARANTEE**

**Name of Applicant:** \_\_\_\_\_ (the "Applicant")

**Name of Guarantor(s):** \_\_\_\_\_ (the "Guarantor")

\_\_\_\_\_ (the "Guarantor")

In consideration of Greater Vancouver Sewerage and Drainage District ("GVS&DD") establishing a credit account in favour of the Applicant, the Guarantor hereby guarantees to GVS&DD 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 ("Agreement"). Where there is more than one Guarantor, the liability of the Guarantors hereunder is joint and several.

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 breaches any provision thereof, then the Guarantor hereby undertakes to perform the obligations of the Applicant under the Agreement and will indemnify GVS&DD against all claims, losses, damages, costs and expenses which may be incurred by GVS&DD by reason of any default on the part of the Applicant in performing or observing the terms and conditions of the Agreement. GVS&DD is not required to exhaust its recourse against the Applicant or other parties, nor realize on any security granted to GVS&DD 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 GVS&DD, 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 GVS&DD and postponed to the liabilities of the Applicant to GVS&DD, 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 GVS&DD and must be paid over to GVS&DD. The Guarantor must pay to GVS&DD any sum guaranteed hereunder immediately upon receiving notice in writing from GVS&DD 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 GVS&DD.**

SIGNED, SEALED and DELIVERED at \_\_\_\_\_ this \_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_.  
(City)

## SECTION C: GUARANTEE (continued)

### Guarantor 1:

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

### Guarantor 2:

_____	_____ (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 GVS&DD from time to time at the following solid waste disposal facilities (collectively, the "Disposal Sites"):

- United Boulevard Recycling and Waste Centre;
- North Shore Recycling and Waste Centre;
- North Surrey Recycling and Waste Centre; and
- Waste-to-Energy Facility.

### 2. WASTE

The Applicant anticipates depositing a minimum of 10 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, GVS&DD 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 GVS&DD should deem it desirable.

Only vehicles bearing the name of the Applicant permanently displayed on their side, together with a unique identification number for each vehicle, which number is to be assigned by the Applicant and agreed to by GVS&DD

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.

Company signage must be permanently posted on all vehicle side doors and be 16 cm in height as a minimum. Magnetic signs are not acceptable. Sub-trades cannot be registered to your account.

### 3. PAYMENT

(i) The Applicant:

- a) must pay to GVS&DD the total amount payable that is shown on an invoice sent by GVS&DD to the Applicant, within 35 days of the invoice date;
- b) must make payment using one of the following methods:
  - Electronic Fund Transfer or Wire Transfer – forward an EFT authorization form and/or request a bank letter by email to [AccountingSupport@metrovancover.org](mailto:AccountingSupport@metrovancover.org);
  - Online Bill Pay – select vendor name ‘Metro Vancouver AR’ and enter the 6-digit customer ID on the invoice as the account number;
  - Cheque (or by certified cheque, bank draft or money order if required by GVS&DD in writing) to GVS&DD mailed to the Financial Services Department, 26<sup>th</sup> Floor, 4515 Central Boulevard, Burnaby, B.C., V5H 0C6;
- c) must pay interest at the rate of 1.25% per month (equivalent to 15% per year) compounded monthly and calculated daily on all amounts overdue, including all overdue interest, from the date the charge was due to the date of payment, which interest is payable on demand by separate invoice;
- d) must maintain its credit account in good standing by paying all GVS&DD invoices in full and on time. If the Applicant would like to dispute any charges, complete a [Dispute Form](#) by no later than 30 days of the date on the Weigh Scale Ticket or Surcharge Notice. A full payment is required regardless of the disputed balance as any adjustments required as a result of the dispute will be credited back to the account or refunded; and
- e) indemnifies GVS&DD for all costs, charges and fees of whatsoever nature incurred by GVS&DD in connection with the collection of any overdue amounts, including all legal fees.

(ii) If the Applicant delivers a cheque to GVS&DD and the cheque is dishonoured for non-sufficient funds, the Applicant must pay GVS&DD an additional charge of \$25.00 (the “**NSF Charge**”), which will be added to amount owing by the Applicant to GVS&DD. The NSF Charge is in addition to any NSF fee charged by the Applicant’s financial institution.

### 4. SUSPENSION OF PRIVILEGES

If the Applicant’s account is overdue, GVS&DD 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. GVS&DD will notify the Applicant once it may resume using the credit account in accordance with this Agreement.

### 5. TERMINATION

GVS&DD 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. GVS&DD may also terminate this Agreement if the quantity of MSW disposed by the Applicant falls below the **minimum requirement of 10 tonnes per month**, as averaged over any consecutive three-month period.

**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 GVS&DD under this Agreement, both at law and in equity, shall survive termination of this Agreement.**

**6. COLLECTION AND USE OF PERSONAL INFORMATION**

The Applicant and the Guarantor authorize the GVS&DD 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 GVS&DD.

The Applicant hereby authorizes the GVS&DD 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 GVS&DD’s staff, but only as needed in connection with services provided by GVS&DD to the Applicant in accordance with the terms of this Agreement.

The **Accounting Clerk - Treasury**, Metro Vancouver, 4515 Central Boulevard, Burnaby, British Columbia, telephone (604) 216-3225, can answer questions from an individual Applicant regarding GVS&DD’s collection of Personal information.

**7. GENERAL**

- (i) If this Agreement is terminated 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 GVS&DD.
- (ii) GVS&DD may unilaterally increase the required amount of MSW that must be deposited before credit is granted to the Applicant under this Agreement, such change to be effective 5 days after GVS&DD has given notice to the Applicant at the address set out above.
- (iii) No term, condition, covenant or other provision of this Agreement will be considered to have been waived by GVS&DD unless such waiver is expressly agreed to in writing by GVS&DD and the waiver by GVS&DD 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 GVS&DD extending credit to the Applicant and delaying collection of the tipping fee payable to GVS&DD for the deposit of MSW at Disposal Sites owned or operated by the GVS&DD.

DATED at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.  
(City)

**APPLICANT**

\_\_\_\_\_  
Company Name (please print)

\_\_\_\_\_  
Name of Authorized Signatory

\_\_\_\_\_  
Title of Authorized Signatory (please print)

\_\_\_\_\_  
Authorized Signatory (signature)

## CHECK LIST

### ---- **New Account:**

- Completed Sections A, B and C of the Agreement
- Attached a copy of the Certificate of Incorporation, Business Licence or Statement of registration
- Completed and attached the [Vehicle Registration Form-for new or to update](#)
- If planning to use any unattended scales at United Boulevard/North Shore/North Surrey Recycling and Waste Centre, completed and attached its [Unattended Scale Access form](#) and [Vehicle Registration Form](#)
- If planning to use the Waste-to-Energy Facility, completed and attached its [WTEF Access and Vehicle Registration Form](#)
- Mailed the signed original application to our [address](#)

### ---- **Change in Company Name:**

- Completed Sections A and C only of the Agreement
- Included a copy of the Certificate of Change of Name
- Completed and attached the [Vehicle Registration Form-for new or to update](#) if there are any changes
- Mailed the signed original application to our [address](#)

### ---- **Change in Ownership (same Company Name):**

- Completed Sections A, B and C of the Agreement
- Attached a copy of the new Certificate of Incorporation, Business Licence or Statement of registration
- Completed and attached the [Vehicle Registration Form-for new or to update](#)
- If planning to use any unattended scales at United Boulevard/North Shore/North Surrey Recycling and Waste Centre, completed and attached its [Unattended Scale Access form](#) and [Vehicle Registration Form](#)
- If planning to use the Waste-to-Energy Facility, completed and attached its [WTEF Access and Vehicle Registration Form](#)
- Mailed the signed original application to our [address](#)

Questions?

Tel: 604-216-3225 or email: [accountingsupport@metrovancover.org](mailto:accountingsupport@metrovancover.org)