

Landfill Access and Purchase of Granular Material Application Form

Complete form in PDF fillable format, print and sign where indicated. **The City will not process incomplete or handwritten application forms and agreement (except for signature).** Form must be returned via email to receivables@regina.ca or drop off at the Ambassador's Desk located on the main floor at City Hall

It may take up to **10 business days** to process your application.

PART A: Complete all sections			
Entity's Legal Name (the "Applicant"):			
Street Address:		Province:	Postal Code:
City:		Phone:	
Contact Person's Name:		Email:	
Is this entity incorporated? (i.e.: Ltd., Inc., Corp.) <input type="checkbox"/> Yes <input type="checkbox"/> No		If yes, corporation/business number (as shown on Corporations Branch Annual Return)	
Applicant Billing Address (If different than street address above)			
Street Address:		City:	Province: Postal Code:

Accounts Payable Contact Information	
Name:	Phone:
Can the City email your invoices? <input type="checkbox"/> Yes <input type="checkbox"/> No	Email:

Account Type
<input type="checkbox"/> Prepaid – Applicant will pay for materials prior to receiving goods. Payment can be made via credit card by calling 306-777-7227.
<input type="checkbox"/> Credit – Have you submitted an <i>Application for Credit Terms</i> with the City of Regina in the past 12 months? <input type="checkbox"/> Yes - Existing Account Number _____ <input type="checkbox"/> No - <i>Application for Credit Terms</i> must be included with this Application

Tax Information

GST Registration Number:	<input type="checkbox"/> GST Exempt (must provide exemption documentation)
Saskatchewan PST Registration Number:	<input type="checkbox"/> PST Exempt (must provide exemption documentation)

I hereby acknowledge the above information is accurate and true.

Print Name

Applicant Signature

Date (DD/MM/YYYY)

Landfill Access and Purchase of Granular Material Agreement

General Terms and Conditions

1. Prices subject to change and are set at time of order.
2. The decision of the Director of Roadways and Transportation shall be final as to quantities and classes of material being sold.
3. For the purpose of this Agreement, the term “**Landfill**” shall have the meaning as defined in *The Waste Management Bylaw, 2012*, No. 2012-63..

Disclaimer of Warranties and Refunds

4. The City of Regina (the “City”) makes no warranties, expressed or implied, as to any matter whatsoever, including, without limitation, the condition of the material, its merchantability, its capacity, its content, its fitness for any particular purpose, or that it will meet the requirements of any laws, rules, specifications, or contracts.
5. The City further disclaims any liability whatsoever for loss, damage, or injury to the Applicant or third parties as a result of any defects, latent or otherwise, in the material.
6. The Applicant acknowledges and agrees that it purchases the material "as is" and that City shall not be liable in any event to the Applicant for any loss, delay, or damage of any kind or character resulting from defects in, or impurity of, the material hereby sold to the Applicant or for the Applicant's access to, attendance or any work done at the Landfill.
7. The City will accept no refunds of any material, either due to excess or dissatisfaction.

Billing, Accounts and Credit Applications

8. If the Applicant elects to apply for a credit account, then the Applicant may be required to provide the City with a deposit on account before the City releases any granular material. Deposit amounts will be determined based on credit reference checks.
9. The City shall hold the deposit in the Applicant's account until the Applicant requests in writing for the account to be closed and there is no outstanding debt owed to the City.
10. The City may choose to apply the deposit to the account arrears.
11. All charges are due and payable 30 days from the date of the invoice issued by the City.
12. Charges remaining unpaid after 30 days from the date of the invoice shall be deemed to be in arrears and the City shall have the right to suspend or cancel charging privileges for future sales of asphalt/granular materials and deny access to the Landfill until outstanding fees are paid in full.
13. Accounts not paid as of the due date will be subject to late payment charges of 1.50% per month (18% per annum).
14. If the Applicant's business is not incorporated, the Contact Person hereby accepts all responsibility for any obligations the Applicant incurred through the sale of asphalt/granular materials and shall be held liable for any outstanding fees.
15. The Applicant acknowledges and agrees that the City is hereby authorized to apply any amount payable by the City to the Applicant, pursuant to other contracts between the City and the Applicant, or otherwise, to any past due payments payable to the City in relation to the asphalt/granular material sales.

Indemnity

16. The Applicant shall indemnify the City against, and hold the City harmless from, any and all claims, action, suits, proceedings, costs, expenses, damages and liabilities including legal fees, arising out of, connected with, or resulting from the material or from the Applicant's access to or work at the Landfill.

17. The Applicant acknowledges and agrees that it assumes any and all liability for injury, disability and death of workers and other persons caused by the Applicant's use, control, handling or transportation of the material and to any damages to the Applicant's employees, equipment or vehicles or any such damaged caused by the Applicant's employees, equipment or vehicles.
18. Prior to the City granting the Applicant access to the Landfill the Applicant shall provide the City with proof of:
 - (a) insurance as follows:
 - (i) comprehensive commercial general liability insurance with a limit of liability of \$2,000,000, combined single limit, for bodily injury and property damage, for each claim or series of claims arising from the same originating cause and such policy shall include:
 - A) the City as an Additional Insured;
 - B) a Cross Liability clause; and
 - C) contractual liability coverage
 - D) Waiver of Subrogation
 - (ii) comprehensive automobile liability insurance covering all vehicles, hired, owned and non-owned, with a limit of liability of \$1,000,000 combined single limit per occurrence for bodily injury and property damage; and
 - (iii) Broad form Property Insurance covering loss of or damage to property and equipment of the Applicant or for which Applicant is legally liable or responsible used in the performance of the Work for the full replacement value; and
 - (b) statutory worker's compensation insurance for all personnel covering all claims filed under the applicable worker's compensation law.
19. The Applicant's insurance in section 18 of this Agreement shall include provision for the City to be given thirty (30) days written notice prior to cancellation, and thirty (30) days prior notice of any material change requested by the successful Proponent of said insurance policies.

Safety

20. Prior to the City granting the Applicant access to the Landfill the Applicant shall:
 - (a) ensure the Applicant and its employees who will be attending at the Landfill have successfully completed the City's Landfill Safety and Orientation course; and
 - (b) complete a City of Regina's weekly permit for Landfill access at the beginning of each week for which the Applicant seeks access to the Landfill.
21. The Applicant shall follow all applicable laws governing in the Province of Saskatchewan.
22. Upon request from the City, the Applicant shall submit a safety plan to the City in a form and with content acceptable to the City. Such safety plan shall include, all relevant safety information, and processes required for the Applicant to safely access and work at the Landfill, based on the type of activities Applicant will be undertaking at the Landfill.
23. The Applicant acknowledges and agrees that the City may inspect the Applicant's worksite at the Landfill to ensure the Applicant's compliance with the requirements of this Agreement.:

Landfill Operational Requirements

24. The Applicant shall only operate at the bottom of the concrete and asphalt pile located in the northwest corner of the Landfill unless other given prior written permission by the City.
25. In the event of inclement weather, capacity at a location within the Landfill or other operational requirements of the City, the City may reduce, restrict or deny the Applicant access to all or part of the Landfill for periods of time.
26. Subject to section 25 above, Applicants shall only access the Landfill during the Landfill's hours of operation which shall be set and governed by the City of Regina.
27. The Applicant shall provide the City with notice of the Applicant's request to use the Landfill a minimum of 5 business days-notice prior to the date upon which the Applicant wants to attend at the Landfill.

The City reserves the right to amend or modify these terms and conditions at any time by mailing notice of such amendment or modification to the Applicant.

I acknowledge, accept and agree to all of these terms and conditions.

(Print Name)
Signing Agent for Applicant

(Print Name)
Director of Roadways & Transportation

(Signature)
Signing Agent for Applicant

(Signature)
Director of Roadways & Transportation

Date (DD/MM/YYYY)

Date (DD/MM/YYYY)

Information provided by users is collected and used in accordance with The Local Authority Freedom of Information and Protection of Privacy Act (Saskatchewan). By using this service you consent to the use of your personal information and to receiving electronic communications from the City of Regina, which uses IT software and hardware that is operated and maintained by a third-party in another jurisdiction.

If you wish to revoke the consent to disclose confidential or personal information and to cease receiving electronic communications as herein described, your sole and exclusive remedy is to provide the City with appropriate notice and discontinue using this service.