



WASTE HAULAGE PAYMENT AGREEMENT

THIS AGREEMENT dated for reference the _____ day of _____, 2022 is

BETWEEN:

PEACE RIVER REGIONAL DISTRICT, a regional district incorporated under the Local Government Act, and having an address at Box 810, 1981 Alaska Avenue, Dawson Creek, B.C., V1G 4H8

(hereinafter referred to as the 'Regional District')

AND:

District of Taylor, a municipality incorporated under the Local Government Act, and having an address at Box 300, 10007 100A Street, Taylor B.C., V0C 2K0

Phone: (250) 789-3392

(hereinafter referred to as 'District')

Context of this Agreement:

- A. Ownership of the Taylor Landfill (Lot 2, Section 5, TP 83, R17, West of the 6th Meridian, PGP41748) was transferred from Taylor to the Regional District in 1998.
- B. In 2002, the Taylor Landfill site ceased to be utilized as a Landfill.
- C. As a result of the closure of the Taylor Landfill, the District's waste collection contractors haul waste to the Regional District's North Peace Regional Landfill approximately 14km northwest of the District.
- D. Since 2003, the Regional District has made a hauling cost payment to the District based on the increased haulage cost for the District's contractors to haul waste to North Peace Regional Landfill rather than the old Taylor Landfill.
- E. The District and the Regional District wish to enter into this Agreement in order to update this payment arrangement.

THIS AGREEMENT is evidence that in consideration of the payment of \$1.00 by the District to the Regional District, and other good and valuable consideration, (the receipt and sufficiency of which each party acknowledges), the District and the Regional District agree as follows:



The Scope of the Hauling Cost Payment

1. Hauling cost payments under this Agreement are based on the increased cost to the District for hauling waste to the North Peace Regional Landfill (7014 – 269 Road) rather than the former Taylor Landfill site (Lot 2, Section 5, TP 83, R17, West of the 6th Meridian, PGP41748).
2. Hauling costs payments will only be calculated in relation to increased hauling costs for waste deposited at the North Peace Regional Landfill.
3. Hauling cost payments shall be based on the hauling rates under the Residential Curbside Garbage Collection Contract and only to waste deposited at the North Peace Regional Landfill under this contract.

Subsidy Rate and Payment:

4. The Regional District will pay to the District a monthly hauling cost payment calculated on a per container basis at the rate of payment for each container type set out in **Schedule A**, for containers of waste deposited at the North Peace Regional Landfill during each calendar month by District's Residential Curbside Garbage Collection Contract.
5. The Regional District will provide payment to the District within 30 days of invoice delivery from the District. Invoices should be emailed to AP@prrd.bc.ca for processing and payment, and all invoices must contain a job description of "Waste Haulage Payment Agreement".
6. The District will provide monthly invoices to the Regional District, invoices must be sent to the Regional District within 15 days of each calendar month's end.

Entire Agreement:

7. This Agreement is the entire Agreement between the Regional District and the District and it terminates and supersedes all previous communications, representations, warranties, covenants and agreements, whether verbal or written, between the parties with respect to the subject matter of this Agreement.

No Assignment:

8. The District may not assign this Agreement or the benefit hereof without the prior written consent of the Regional District, which may be withheld without reason and at the Regional District's sole discretion.

Governing Law:

9. This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein.



Term and Renewal:

- 10. The term of the Agreement shall be for ____ (__) months (the “**Term**”) commencing on _____ and expiring on December 31, 2023.

- 11. The District may, by providing the Regional District written notice no later than sixty (60) days, but no sooner than 150 days, before the end of the Term, request a renewal of this agreement. If the District requests such a renewal, the District and the Regional District will endeavour to update Schedule A and if both the District and the Regional District elect, each in their sole discretion, to renew this Agreement they shall enter into a written renewal agreement to give effect to such renewal.

IN WITNESS WHEREOF the Regional District and the District have executed this Agreement below.

PEACE RIVER REGIONAL DISTRICT,)
 by its authorized signatory(ies)) C/S
 in the presence of:)
)
 _____)
 Chair)
)
 _____)
 Chief Administrative Officer

DISTRICT OF TAYLOR) C/S
 By its authorized signatory(ies))
)
 _____)
 Mayor)
)
)
 _____)
 Chief Administrative Officer



Schedule A
Hauling Cost Payment Rates & Annual Estimates

Submitted by the District of Taylor

District of Taylor - Residential Curbside Garbage Collection Contract

	Approximate Bins	Current contract prices with haulage to North Peace Regional Landfill	Prices if hauled to former Taylor Landfill	Hauling Cost Payment Rate
Oct. 2021 – Sept. 2022	525	\$6.59/Bin/Month	\$5.27/Bin/Month	\$1.32/Bin/Month
Oct. 2022 – Sept. 2023	525	\$6.79/Bin/Month	\$5.43/Bin/Month	\$1.36/Bin/Month

Approximate Annual Costs

	Approximate Bins	Hauling Cost Payment Rate	Approximate Annual Cost
Oct. 2021 – Sept. 2022	6,300	\$1.32/Bin/Month	\$8,316
Oct. 2022 – Sept. 2023	6,300	\$1.36/Bin/Month	\$8,568

For monthly invoices, the number of bins will reflect the amount of bins physically collected the Districts contractor. This will accurately reflect the actual cost to the District for providing the service to its residents.