



**WASTE HAULAGE PAYMENT AGREEMENT**

THIS AGREEMENT dated for reference the \_\_\_\_\_ day of \_\_\_\_\_, 2023 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  
  
Phone: (250) 784-3200  
  
(hereinafter referred to as the 'Regional District')

AND:

**CITY of DAWSON CREEK**, a municipality incorporated under the Local Government Act, and having an address at 10105 12A St, PO Box 150 Dawson Creek B.C., V1G 3V7  
  
Phone: (250) 784-3600  
  
(hereinafter referred to as the 'City')

**Context of this Agreement:**

- A. Ownership of the Dawson Creek Landfill (829 – Highway 49) was transferred from City to the Regional District in 1998.
- B. In 2002 the Dawson Creek Landfill site ceased to be utilized as a Landfill and was replaced with a Tier 1 Transfer Station located at the same site.
- C. As a result of the closure of the Dawson Creek Landfill, the City's waste collection contractors have had haul waste to the Regional District's Bessborough Landfill approximately 16.5km northwest of the City.
- D. As a result, since 2003 the Regional District has made a hauling cost payment to the City based on the increased haulage cost for the City's contractors to haul waste to Bessborough rather than the old Dawson Creek Landfill.
- E. The City 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 City to the Regional District, and other good and valuable consideration, (the receipt and sufficiency of which each party acknowledges), the City 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 City of hauling waste to the Bessborough Landfill (6688 – 237 Road) rather than the former Dawson Creek Landfill site Dawson Creek Landfill Site (829 – Highway 49).
2. Hauling costs payments will only be calculated in relation to increased hauling costs for waste deposited at the Bessborough Landfill.
3. Hauling cost payments shall be based on the hauling rates under the City’s Residential Waste Haulage Contract and only to waste deposited at the Bessborough Landfill under this contract.

**Subsidy Rate and Payment:**

4. The Regional District will pay to the City 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 Bessborough Landfill during each calendar month by City’s Residential Waste Haulage and Commercial Waste Containers and Collection Contracts.
5. The Regional District will provide payment to the City within 30 days of invoice delivery from the City. Invoices may be emailed to [AP@prrd.bc.ca](mailto:AP@prrd.bc.ca) for processing and payment, and all invoices must contain a job description of “Waste Haulage Payment Agreement”.
6. The City will provide monthly invoices to the Regional District, invoices must be sent to the 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 City 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, including the Waste Disposal Agreement dated July 29, 2003.

**No Assignment:**

8. The City 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 Sixty (60) months (the “Term”) commencing on January 1, 2024 and expiring on December 31, 2028.

11. The City 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 this agreement. If the City requests such a renewal, the City and the Regional District will endeavour to update Schedule A and if both the City 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 City have executed this Agreement below.

**PEACE RIVER REGIONAL DISTRICT,** )  
by its authorized signatories ) C/S  
in the presence of: )  
 )  
\_\_\_\_\_ )  
Chair )  
 )  
\_\_\_\_\_ )  
Chief Administrative Officer

**CITY OF DAWSON CREEK** ) C/S  
By its authorized signatory(ies) )  
 )  
\_\_\_\_\_ )  
Mayor )  
 )  
\_\_\_\_\_ )  
Corporate Officer



## Schedule A Hauling Cost Payment Rates & Annual Estimates

Submitted by the City of Dawson Creek

### City of Dawson Creek - Residential Waste Haulage Contract Rates

Year	Container Type	Current contract prices with haulage to Bessborough (6688 – 237 Road)	Prices if hauled to Dawson Creek Transfer Station (829 – Hwy 49)	Hauling Cost Payment Rate (per tip)
2024	1 Yard Bin MSW	\$6.25/Tip	\$6.05/Tip	\$0.20/Tip
2025	1 Yard Bin MSW	\$6.69/Tip	\$6.49/Tip	\$0.20/Tip
2026	1 Yard Bin MSW	\$7.16/Tip	\$6.94/Tip	\$0.22/Tip
2027	1 Yard Bin MSW	\$7.66/Tip	\$7.43/Tip	\$0.23/Tip
2028	1 Yard Bin MSW	\$8.19/Tip	\$7.94/Tip	\$0.25/Tip

### Approximate Annual Costs

Year	Container Type	Approximate Tips Per Year	Hauling Cost Payment Rate (per tip)	Approximate Annual Subsidy
2024	1 Yard Bin MSW	56,844	\$0.20/Tip	\$11,368.80
2025	1 Yard Bin MSW	56,844	\$0.20/Tip	\$11,368.80
2026	1 Yard Bin MSW	56,844	\$0.22/Tip	\$12,505.68
2027	1 Yard Bin MSW	56,844	\$0.23/Tip	\$13,074.12
2028	1 Yard Bin MSW	56,844	\$0.25/Tip	\$14,211.00