



WASTE HAULAGE PAYMENT AGREEMENT

THIS AGREEMENT dated for reference the _____ day of _____, 2024 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:

Village of Pouce Coupe, a municipality incorporated under the Local Government Act, and having an address at 5011 49 Avenue, PO Box 190 Pouce Coupe, B.C., V0C 2C0

Phone: (250) 786-5794

(hereinafter referred to as the ‘Village’)

Context of this Agreement:

- A. Ownership of the Dawson Creek Landfill (829 – Highway 49) was transferred from the City of Dawson Creek 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 Village’s waste collection trucks haul waste to the Regional District’s Bessborough Landfill approximately 23.5km northwest of the Village.
- D. Since 2003, the Regional District has made a hauling cost payment to the Village based on the increased distance for the Village to haul waste to Bessborough rather than the old Dawson Creek Landfill.
- E. The Village 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 Village to the Regional District, and other good and valuable consideration, (the receipt and sufficiency of which each party acknowledges), the Village 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 Village for 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 currently used by the Village's contractor and only for waste deposited at the Bessborough Landfill as a result of curbside collection service.

Subsidy Rate and Payment:

4. The Regional District will pay to the Village an annual hauling cost payment calculated on a per hour basis at the rate of payment set out in **Schedule A**, for disposal of waste deposited at the Bessborough Landfill.
5. The Regional District will provide payment to the Village within 30 days of invoice delivery from the Village. 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 Village will provide an annual invoice to the Regional District in June of each year.

Entire Agreement:

7. This Agreement is the entire Agreement between the Regional District and the Village 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 October 6, 2003 and, the Haulage Service Operation and Administration Agreement dated August 7, 1996.

No Assignment:

8. The Village 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 Thirty-six (36) months (the “**Term**”) commencing on January 1, 2025 and expiring on December 31, 2027.
- 11. The Village 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 Village requests such a renewal, the Village and the Regional District will endeavour to update Schedule A and if both the Village 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 Village have executed this Agreement below.

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

Village of Pouce Coupe) C/S
 By its authorized signatory(ies))
)
 _____)
 Mayor)
)
)
 _____)
 Corporate Officer



Schedule A
Hauling Cost Payment Rates & Annual Estimates

Contractor Rates supplied by the Village of Pouce Coupe

Village of Pouce Coupe - Residential Waste Haulage Contract Rates

Year	Container Type	Approximate Bins/Month	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)
2025	1 Yard Bin MSW	368	\$14.76/Bin/Month	\$11.07/Bin/Month	\$3.69/Bin/Month
2026	1 Yard Bin MSW	368	\$14.76/Bin/Month	\$11.07/Bin/Month	\$3.69/Bin/Month
2027	1 Yard Bin MSW	368	\$14.76/Bin/Month	\$11.07/Bin/Month	\$3.69/Bin/Month

Approximate Annual Costs

	Approximate Bins / Year	Hauling Cost Payment Rate	Approximate Annual Cost
2025	4,416	\$3.69/Bin	\$16,295.04
2026	4,416	\$3.69/Bin	\$16,295.04
2027	4,416	\$3.69/Bin	\$16,295.04