

**SEPTAGE DISPOSAL AGREEMENT
(the "Agreement")**

Dated this ____ day of _____, 2024

BETWEEN:

Halifax Regional Water Commission ("Halifax Water")

- and -

_____ ("**Hauler**")

WHEREAS:

- A. Halifax Water owns and operates the Aerotech Wastewater Lagoon located at 203 Aerotech Drive, Goffs, Nova Scotia (the "**Facility**").
- B. The Hauler desires to dispose of certain septage at the Facility.
- C. Halifax Water is willing to accept septage delivered from the Hauler, subject to the terms, conditions, and representations contained in this Agreement.

NOW THEREFORE the parties agree as follows:

DEFINITIONS

- 1. In this Agreement:
 - a) "**Hazardous Substance**" means
 - i. any substance or mixture of substances, other than a pesticide, that exhibits characteristics of flammability, corrosivity, reactivity or toxicity; and
 - ii. any substance that is designated as a hazardous substance within the meaning of any applicable provincial or federal legislation, as amended from time to time.

- b) **“Septage”** means a combination of water carried liquid and solid wastes and/or settled solids from residences, businesses and institutions normally collected in a septic tank, holding tank, or accumulated in wastewater lines.

- c) **“Wastewater Collection System”** means the structures, pipes, devices, equipment, processes, or other things used, or intended, for the collection, transportation, pumping of sewage.

ACCEPTANCE OF SEPTAGE

- 2. For a period of June 24, 2024 to July 15, 2024 Halifax Water agrees to accept septage delivered by the Hauler to the Facility for treatment and disposal.

- 3. Halifax Water may set, reduce or cancel the Hauler’s allocation of septage that may be disposed of at the Facility due to operational constraints and regulatory requirements. Halifax Water may reject septage deliveries during rainfall events.

- 4. All approved septage disposal at the Facility is subject to reduction or cancellation if the Facility, or any other Halifax Water facility or aspect Wastewater Collection System, is negatively impacted by the septage waste.

DELIVERY SCHEDULE

- 5. The Hauler shall be permitted to deliver septage to the Facility between the hours of 8:00am and 4:00pm, Mondays to Fridays. These time periods may be modified from time-to-time by Halifax Water in its sole discretion.

- 6. The Hauler represents and warrants that it shall deliver to Halifax Water only septage originating from known sources. Upon request, the Hauler shall confirm in writing the specific source or sources of the septage contained in any given delivery.

QUALITY AND TREATMENT OF SEPTAGE

- 7. The Hauler is responsible for delivering septage to the Facility safely and securely and shall ensure its delivery of all septage meets or exceeds the specifications set out in the *Nova Scotia Environment Guidelines for the Handling, Treatment, and Disposal of Septage*.

- 8. The Hauler agrees that all septage delivered to the Facility shall be in accordance with the quality standards set forth by Halifax Water, including but not limited to:

- a) Septage must not originate from portable toilets.
- b) Septage must be free of visible petroleum products.
- c) Septage must not be flammable or explosive.
- d) Septage must have a total solids content of less than six (6) percent.
- e) Septage must not contain Hazardous Substances.

PERMITS AND COMPLIANCE

9. The Hauler shall comply with all applicable laws, and the Hauler represents and warrants that it possesses all necessary permits and approvals required by local, provincial, and federal governments for the hauling and disposal of septage at the Facility. The Hauler shall provide copies of any such permits and approvals to Halifax Water upon request.
10. The Hauler shall not cause or permit any Hazardous Substance to be released into the Facility or the environment. The Hauler agrees to indemnify, defend and hold Halifax Water and the respective directors, officers, employees, contractors and agents harmless from any and all claims, judgments, damages, penalties, fines, expenses, liabilities or losses, including solicitors' fees, arising from the release or disposal of any Hazardous Substance into the Facility or the environment by the Hauler. The indemnification provided in this section shall cover all costs incurred in connection with the investigation, clean up, remediation and/or restoration associated with such Hazardous Substance, and shall survive the expiration or termination of this Agreement indefinitely. Halifax Water may periodically conduct testing to verify compliance.
11. In the event that the Hauler disposes of a Hazardous Substance or fails to comply with any federal, provincial or local regulations with regard to the disposal of the septage, the Hauler shall notify Halifax Water within two (2) days of such release or failure to comply with applicable law.
12. In the event that any investigation, site monitoring, containment, clean up, removal, restoration or other remedial work (collectively, "**Remedial Work**") of any kind is necessary or required by any governmental agency or any third person as a result of such release of Hazardous Substance by the Hauler, Halifax Water shall assume the responsibility for the Remedial Work and all costs and expenses shall be paid by the Hauler immediately upon receipt of an invoice for such Remedial Work.
13. A material change in the governmental or regulatory requirements governing the disposal of wastewater or septage into the Wastewater Collection System, which in the sole

opinion of Halifax Water makes the continuation of this Agreement commercially unreasonable, shall be reason for Halifax Water to terminate this Agreement.

PAYMENT

14. The Hauler shall pay Halifax Water per load at the rates established for the acceptance of septage as set out in Schedule A, based on the list of approved vehicles (and their associated tank capacity) set out in Schedule B.
15. Invoices will be billed monthly. All late payments shall bear interest at the lesser of the rate of twelve percent (12%) per annum or the highest rate permissible under applicable law, calculated daily and compounded monthly.

INDEMNITY AND INSURANCE

16. The Hauler shall indemnify and hold harmless Halifax Water from and against all claims, demands, losses, costs, damages, actions, suits, or proceedings, including solicitors fees, whether in respect of losses suffered by Halifax Water or in respect to claims by third parties that arise out of or are attributable in any respect to the Hauler's use of the Facility, any breach or default in the performance of Hauler's obligations set forth in this Agreement, or any bodily injury, personal injury or property damage, including death resulting therefrom, to any person or property whatsoever, arising out of any act or omission of the Hauler or the Hauler's directors, officers, agents, representatives or employees or sub-contractors.
17. The Hauler shall, at its own cost and expense, provide and maintain, for the life of this Agreement, insurance coverage, as follows:
 - a) commercial general liability insurance,
 - b) automobile liability insurance,
 - c) contractor's environmental liability insurance, and
 - d) any other insurance requested by Halifax Water.
18. The policies listed above shall be for amounts not less than \$5,000,000 per occurrence and include Halifax Water as an additional insured.
19. The Hauler shall, upon request, provide Halifax Water with certificates of insurance for itself and its sub-contractors.

TERMINATION

- 20. Halifax Water may terminate this Agreement by giving five (5) days' notice to the Hauler and the termination shall be effective in accordance with the notice. Upon receiving notice of termination from Halifax Water, the Hauler shall immediately cease its activities under this Agreement.

- 21. Notwithstanding any other provision, in the event of any breach by the Hauler of the terms of this Agreement, or as necessary to protect Halifax Water's interests, Halifax Water may terminate this Agreement immediately upon written notice to the Hauler.

NOTICES

- 22. Any notices required or permitted under this Agreement to be sent in writing shall be delivered as follows:

In the case of Halifax Water to:

Halifax Regional Water Commission

450 Cowie Hill Road
P.O. Box 8388 RPO CSC
Halifax, NS B3K 5M1
Attn: General Manager

In the case of Hauler to:

Hauler: _____

Address: _____

Attn: _____

Tel: _____

Email: _____

23. All notices shall be delivered either personally, by courier, by registered mail, or by electronic mail. Notices shall be deemed to be received on the Business Day following delivery personally, by courier, or by electronic mail, or three (3) Business Days after the date of delivery by registered mail.

GENERAL CLAUSES

24. The Hauler shall comply with all applicable laws, regulations, by-laws, requirements, and Halifax Water policies, and specifically those with respect to the discharge of septage, when discharging septage to the Facility.

25. This Agreement shall be binding upon the parties and their respective successors and permitted assigns.

26. Any reference to currency shall be to Canadian dollars unless otherwise stated.

27. This Agreement constitutes the sole and entire agreement between the parties and supersedes all previous negotiations, communications and other agreements, whether written or oral, with respect to the subject matter of this Agreement.

28. If any provisions of this Agreement, or any portion thereof, are held to be invalid and unenforceable, then the remainder of this Agreement shall nevertheless remain in full force and effect.

29. This Agreement shall be governed and construed in accordance with the laws of Nova Scotia and the federal laws of Canada applicable therein. Any mediation, arbitration or court proceeding shall take place in Halifax, Nova Scotia.

30. This Agreement may be modified only in writing with the consent of both parties.

31. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original for all purposes. This Agreement may be executed by facsimile or reproductive signature and the parties shall recognize such execution as valid and binding.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

HALIFAX REGIONAL WATER COMMISSION

Name:

Title:

Date:

[HAULER]:

Name:

Title:

Date:

SCHEDULE A

Payment Rates

The rate is \$0.40 per imperial gallon and will be billed based on 80% of the volume of the vehicle capacity. A list of the Hauler's approved vehicles (and their respective tank capacity) is set out in Schedule B.

SCHEDULE B

Approved Vehicles and Volumes

	License Plate or Vehicle ID	Tank Volume (Imperial Gallons)
Vehicle #1		
Vehicle #2		
Vehicle #3		
Vehicle #4		
Vehicle #5		
Vehicle #6		