

**DISTRICT OF SQUAMISH
BULK WATER PURCHASING CONTRACT**

(For Industrial, Commercial and Institutional Customers ONLY)

_____ (Company Name) _____ of _____ (City / Town) _____, British Columbia (“the Company”) operating in the District of Squamish (“the District”), hereby enter into this agreement for bulk water purchasing and for other good and valuable consideration.

The Company acknowledges being advised that non-potable and potable bulk water are available for purchase from the District’s automated bulk water fill stations, at rates set out in the District of Squamish Fees and Charges Bylaw No. 2012, 2007, and as updated from time to time. The District encourages the use of non-potable water whenever possible. Appropriate uses of non-potable bulk water include: dust abatement, flushing sanitary sewer mains, hydro-seeding, landscape irrigation, concrete pouring and curing, wildfire interface control. Appropriate uses of potable bulk water include: drinking water and handwashing for special events, commissioning new water mains. Unauthorized use of fire hydrants and standpipes is not permitted, per Article 7. (f)(1) of the District of Squamish Water Rates Regulations and Water Extension Bylaw No. 676, 1980. Failure to comply compromises vital public safety infrastructure and may result in fines, suspension of business license(s) or other legal or enforcement remedies.

In further recognition of the above consideration, the Company hereby accepts the following terms and makes the following undertakings with respect to its purchase of bulk water from the District and its use of District facilities for same.

1. The water will be for use within the Squamish-Lillooet Regional District.
2. **Non-potable water is NOT safe for human consumption, food processing, hand washing or bathing.**
3. Potable water is safe for human consumption, food processing, hand washing and bathing. The District only ensures water potability to point where water is dispensed from the water fill station. The Company is responsible for using appropriate hose type, appurtenances, and hauling tank to ensure water potability beyond the fill station.
4. The District’s automated bulk water fill stations are accessible year-round. The District reserves the right in its sole discretion and without notice to shut down a bulk water fill station, at times, to perform scheduled and/or emergency maintenance. Please call Public Works at 604-815-6868 (or 604-815-4040 after hours) to report an issue or concern. The District makes no representations or guarantees regarding either: (a) the reliability or consistency of water availability at its fill stations, or (b) the quality or suitability of the water with respect to turbidity, odor, mineral content, or other factors. If the Company has particular needs concerning water quality, it is up to the Company to conduct any necessary or prudent tests of the water upon delivery.
5. The Company acknowledges and agrees that it accepts the water in the quantity and quality delivered and the Company agrees to release and forever discharge the District and its mayor, council, officers, employees, agents, insurers, and affiliates from and against all claims, demands, actions, suits, damages, liabilities, losses, settlements, judgments, costs and expenses (including but not limited to reasonable attorney’s fees and



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costs), which it may at any time hereafter have which arise out of or relate to this agreement or to the Company's purchase, delivery, re-sale, use, or disposal of the District's bulk water and related facilities.

6. Bulk water rates are as per Schedule 6 of the Fees and Charges Bylaw No. 2012, 2007, with non-potable bulk water offered at a discounted rate compared to potable bulk water. The non-potable bulk water rate only applies to water purchased from the non-potable bulk fill station, regardless of station availability. For instance, if the non-potable bulk fill station is not operational due to planned or unforeseen circumstances, and only the potable bulk water fill stations are available, the potable bulk water rates will be applied.
7. The Company will set up a pre-paid account with the District prior to gaining access to the automated bulk water fill stations. Pre-payment does not lock in bulk water rates at time of pre-payment; it serves to add credit to the account. A pre-paid account provides access to all of the District's automated bulk water fill stations. The Company can add credit to their pre-paid account during business hours at the District's Development Services counter, or call Public Works at 604-815-6868 for alternate payment methods.
8. Access to the automated bulk fill stations is NOT transferrable between companies. Keys and access codes issued to the Company are for use strictly by the Company.
9. The Company is responsible for providing an insured water-hauling vehicle, hose and connector, including O-ring to prevent any leakage. All automated bulk water fill station outlets are terminated with a 2.5" fire hydrant port fitting. Without limiting the release and indemnity provisions herein, the Company accepts any and all risks while attending at or travelling to or from District facilities.
10. Access to the District's bulk water fill stations will be terminated at the District's sole discretion if District Water is being Wasted, as defined in the District of Squamish Outdoor Water Use Bylaw No. 2254, 2013.
11. The Company must submit:
 - a. Signed Bulk Water Request Form (available on the District's website).
 - b. Proof of current business license with the District of Squamish (application forms are available on the District's website).
 - c. A certificate of insurance confirming that the Company has \$2,000,000 commercial general liability insurance naming the District of Squamish as additional insured. It must be a term of the policy that the insurer must give 30 days' notice of cancellation or material change of said insurance.
 - d. Bulk Water Purchasing Contract with the District, signed below.
12. At the beginning of each subsequent calendar year, the Company must resubmit current documentation to maintain access to the automated bulk water fill stations. Failure to provide valid documentation may result in account de-activation.
13. The District, at its sole and absolute discretion, may terminate this agreement by providing the Company with two (2) days' advance written notice. In the event that the District terminates the agreement, the District will refund to the Company any unused portion of the pre-paid account within 30 days. The District shall not be liable to the Company or its customers for any costs, damage, business losses, or third party claims resulting from such termination.
14. The Company shall fully indemnify, hold harmless, and defend the District and its mayor, council, officers, employees, agents, insurers, and affiliates from and against all claims, demands, actions, suits, damages,



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liabilities, losses, settlements, judgments, costs and expenses (including but not limited to reasonable attorney’s fees and costs), whether or not involving a third party claim, which arise out of or relate to:

- a. any negligence, willful misconduct or non-compliance with applicable laws or any permit, license, order or other regulatory requirement on the part of the Company; or
- b. any breach or non-performance of any term or condition of this agreement by the Company.

15. The Company shall be liable to the District for all direct and indirect costs arising from any damage or contamination to the facility including all equipment at the fill station arising in whole or in part out of the Company’s use of the fill station.

In witness whereof, the Company has duly executed this Agreement as of: _____ (date).

_____ <The Company>

Per:

_____ <Name>
Authorized Signatory

Print Name

END.