

Bulk Water Service Agreement

Integrated Water Services



Capital Regional District

BULK WATER SERVICE AGREEMENT

BETWEEN: **The CAPITAL REGIONAL DISTRICT** located at 479 Island Highway, Victoria, BC, V9B 1H7
(Hereafter referred to as the "District")

AND: _____

(Insert Full Legal Name or Company Name Above)

(Hereafter referred to as the "Bulk Water Carrier")

This bulk water service agreement ensures that the District provides bulk water to the Bulk Water Carrier under the following conditions:

The District may provide stand pipe water service (The Service) to an approved Bulk Water Carrier from metered dispensers specifically designated for such water sales, also known as bulk water filling stations, at the water rate prescribed in [Schedule C of Bylaw No. 3889](#). The Service dispensing stations are located at:

- Langford**: Located at Henry Eng Place
- Sooke**: Located at the intersection of Sooke River Road and Sooke Road
- East Sooke**: Located across from 6261 East Sooke Road
- Otter Point**: Located at the intersection of Otter Point Rd & Laronde Rd

Please check which station(s) you will be using.

Bulk Water Service Agreement

Integrated Water Services



Capital Regional District

RATIONALE FOR APPLICATION

In the box below, please provide a brief explanation as to why you or your company are needing access to bulk water filling stations.

Example Explanation: I am applying for a bulk water filling station permit because I live in a remote area that is not serviced by municipal water. My water comes from a well on my private property and I want to ensure that there is enough water for personal consumption.

Bulk Water Service Agreement

Integrated Water Services



Capital Regional District

TERMS AND CONDITIONS

1. Connections to standpipes or fire hydrants other than those specifically designated for the service are prohibited.
2. The District will accept no responsibility for the quality of the water supplied once the water leaves the equipment owned and/or operated by the District.
3. Equipment used by Bulk Water Carriers must be equipped with an approved backflow prevention device inspected by the District.
4. It is the responsibility of the Bulk Water Carrier to ensure that the Bulk Water Carrier's backflow prevention device is tested at the least once per year by a certified tester of such equipment.
5. All test results of backflow prevention devices, including detailed descriptions of any necessary repairs, must be submitted to the CRD Cross Connection Control group for review annually.
6. Bulk Water Carrier will receive a RFID fob for billing purposes only, the fob contains no cash value.
7. The District will download consumption data from the bulk water station four times annually (March, June, September and December) and use said data to determine customer consumption rates and billing.
9. In the event of any discrepancies between the water filling station and the RFID fob consumption data, the District will use the water filling station's consumption data.
10. The Bulk Water Carrier must provide a refundable \$500 key & Fob deposit to the District
IMPORTANT NOTE: The Bulk Water Carrier forfeits their \$500 deposit if the key is lost or stolen
11. The Bulk Water Carrier is required to pay an extra \$500 fee for additional or replacement keys and a \$25 fee for lost or additional RFID fobs.
12. The District will bill the Bulk Water Carrier every three months for water consumption. Invoice payment terms on all bulk water accounts must be paid within 30 days of invoicing. Interest will be applied at a rate of 1% per month for unpaid accounts.
13. Bulk Water Carrier privileges will be revoked on unpaid accounts past 60 days and the key deposit for the service will be forfeited by the Bulk Water Carrier.
14. Transfer of the service fob to another party by the Bulk Water Carrier is strictly prohibited and will result in customer service privileges being revoked.

Bulk Water Service Agreement

Integrated Water Services



Capital Regional District

15. The Bulk Water Carrier shall not voluntarily, by operation of law, or otherwise, assign any of its rights or delegate any of its duties, give, transfer, mortgage, sublet, license, or otherwise transfer or encumber all or part of its rights, duties, or other interests in this Agreement or the proceeds thereof without the Districts' written consent. Any attempt to make an assignment or delegation in violation of this provision will be a material default under this Agreement and any assignment or delegation in violation of this provision will be null and void.
16. Non-compliance with any of the above regulations will result in The District revoking customer service without written notice. All outstanding charges incurred by the Bulk Water Carrier will be due and payable immediately.

LIABILITIES FOR GENERAL DAMAGES, LOSSES & CONFLICT RESOLUTION

1. **Bylaw 3389 Sec 84.1** It is a term and a condition of the supply of water to the Customer that the CRD shall not be liable for injury, damage or loss, including economic loss, to person, business or Property arising from:
 - a. Use of water from the Water Distribution Local Service
 - b. Failure of the CRD to supply water to any Customer, or
 - c. Any lack of pressure, increase in pressure, interruption in water supply, permanent discontinuation of water supply, any impurity, or other condition affecting the supply of water by the CRD to the Customer.
 - d. **At no time is any CRD employee to be held responsible to respond to issues related to the well-being of any company, business or water provider that resells CRD bulk water for profit.**
2. If the dispenser is damaged by a third party, the person or company may be responsible to pay for the repairs completed by the CRD, at the District's discretion.
3. If the bulk water station is malfunctioning, the CRD will have the dispenser repaired in a timely manner. **Customers will have to go to the next available dispenser until repairs can be completed.**

Bulk Water Service Agreement

Integrated Water Services



Capital Regional District

4. If a customer encounters a damaged or non-functioning bulk water station, the customer must call the CRD to report the defect. To report damage during regular hours of operation Monday to Friday from 8:30am – 4:30pm call 250-474-9600 (option 2). If damage is noted outside of regular operational hours, please call 250-474-9629 to report the damage.

IMPORTANT NOTE: Reporting damage does not mean the device will be fixed immediately. The CRD will repair damage as soon as operationally possible.

REPAIR TIMELINES

1. If a station is deemed out of service by Operations **before** 12 noon on regular working days* a temporary hydrant connection will be setup as soon as possible
2. If a station is deemed out of service **after** 12 noon on regular working days, a temporary hydrant connection will be setup for the next regular business day. It will be health tested, which takes 24 hours for the results
3. If a station is deemed out of service **outside** of regular working days and hours, the temporary hydrant will be tested and set up on the next regular business day

* Regular hours of operation are Monday to Friday 8:30 am to 4:30 pm.

IMPORTANT NOTE: Adverse weather, road conditions and staff availability may impact repair timelines.

Bulk Water Service Agreement

Integrated Water Services



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SIGNATURES

Capital Regional District Signatory

CRD General Manager of Integrated Water Services Name: Alicia Fraser

General Manager Signature: _____

Date: _____

Applicant Signatory

Applicant Name/Company Name: _____

(Please print)

Applicant Signature: _____

Date (M/D/Y): _____

Email: _____

Phone: _____

Mailing Address: _____

How to Submit Completed Form

Email: waterbilling@crd.bc.ca

In Person: 479 Island Hwy Monday-Friday 8:30-4:30

Mail:

Integrated Water Services

Attention: Water Billing

479 Island Hwy

Victoria, BC

V9B 1H7

By signing this document, both parties agree to the terms and conditions noted in the service agreement.

Personal information submitted on this form is collected under s. 26(c) of the Freedom of Information and Protection of Privacy Act. The personal information may be used for purposes associated with administration of your bulk water account only. By providing this information, you consent to it being used for the purposes stated. Inquiries about the collection or use of information submitted on this form can be directed to Water Billing at waterbilling@crd.bc.ca.