



BULK WATER FILL STATION AGREEMENT

PART 1 – CUSTOMER INFORMATION

Company Name (if applicable): _____

Primary Contact (*customer*): _____

Mailing Address: _____

Phone Number: _____

Email: _____

PART 2 – FOB NUMBERS ASSIGNED

Each FOB is unique and will be assigned to an account holder and linked to their mailing address.

FOB Number: _____ PIN Number _____

PART 3 – BULK WATER – KEY INFORMATION

Fill station is a cashless system and is available daily from 7:00am to 9:00pm.

Customer to supply their own two (2) inch female camlock connection and hose.

Operating instructions mounted inside the control box found on the right side of the station.

Please call Public Services to change the pre-assigned PIN number shown in PART 2 at 613-376-3027 during regular business hours – 8:00am to 4:30 pm (Mon to Fri).



TERMS OF AGREEMENT

The Township of South Frontenac (“**Township**”) owns a bulk water filling station at 4252 Stage Coach Road. Each customer must fully complete and submit this agreement prior to using the water filling station.

1. FOBs

- (a) The initial FOB device is supplied free of charge to each *customer* and is sold by the Township with a pre-loaded bulk water credit of \$25.
- (b) The *customer* must monitor the balance on its bulk water account at the water filling station.
- (c) The *customer* may make payments to add additional credits to the FOB by visiting the Township at 2490 Keeley Road in Sydenham. Please allow a minimum of two (2) business days for payment processing.

2. PIN Numbers

- (a) Each FOB comes with a pre-assigned four (4) digit PIN code.
- (b) The *customer* may change the pre-assigned PIN code by contacting Public Services at 613-376-3027. Please allow two (2) business days for your new four (4) digit PIN to be updated in the payment system.

3. Additional / Lost / Damaged FOBs

- (a) The *customer* is solely responsible for loss of or damage to its FOB(s).
- (b) The *customer* must immediately notify the Township when it becomes aware that a FOB has been lost so the Township can deactivate it.
- (c) If the *customer* requires a replacement or additional FOB, the *customer* must pay the replacement fee established by the Township as published on the Township website or set out in Bylaw 2023-55 as amended.



4. Unused Balance

- (a) The Township does not offer refunds on unused balances.
- (b) The Township may provide a \$20 refund to *customers* that return operational FOB devices and permanently close out their accounts. Owner to allow a minimum of two (2) weeks for return payment to be processed.

5. Care and Operation at the Water Filling Station

- (a) The *customer* and other FOB users may enter on and use, on a non-exclusive basis the water filling station, provided that the *customer* complies with, and ensures that all its users comply with, all terms of this agreement.
- (b) When a *customer* or its other users use a water filling station, it must pay the rates established by the Township as published on the Township website or set out in Bylaw 2023-55 as amended, and hereby authorizes the Township to deduct the amount of such rates from the *customer's* water filling account for that purpose.
- (c) The *customer* is liable for the acts and omissions of its other users.
- (d) The *customer* must indemnify and hold harmless, the Township of South Frontenac from and against all liability, by whomever made, including for third party bodily injury (including death), personal injury and property damage, in any way arising from, based upon, or attributable to anything done or omitted to be done by the customer or any user in the course of performance of the *customer's* obligations or otherwise in connection with this agreement.
- (e) The *customer* represents and warrants that it accepts the water filling station on an "as is" basis from and after the execution of this agreement and that it has satisfied itself as to the conditions of the water filling stations for its purposes.
- (f) In exercising its rights under this agreement, the *customer* and its other users must act in prudent, expeditious and reasonable manner so as to minimize, to the extent reasonably possible, interference with the Township of South Frontenac's and any other users of the water filling station.



- (g) The *customer* and its other users must not bring into or permit to be present in a water filling station any pollutants, except to the extent in compliance with and within levels permissible by law.
- (h) All property, whether belonging to the *customer* or one of its other users, brought or kept on a water filling station will be so brought or kept at the sole risk of the customer.
- (i) A user must follow the instructions mounted inside the control box or displayed elsewhere at a water filling station. Due to public health concerns, *customers* must provide their own hose along with a two (2) inch female camlock adaptor.
- (j) When a user has completed filling a tank, the *customer* or its users must properly disconnect from the water filling station, close the control box door, and ensure the control box is properly latched.
- (k) If the *customer* or one of its other users breaches an obligation under this agreement or identifies any other problem at a water filling station, the *customer* must contact the Township of South Frontenac at 613-376-3027 and follow the instructions to speak with Public Services and/or our after-hours service.
- (l) The Township of South Frontenac may restrict or revoke the license granted to the *customer* under this agreement or may terminate this agreement at any time by giving notice to the *customer* at the contact information set out above in this agreement, provided that section 4 and clauses 5 (b), (c) and (d) will survive any termination of this agreement.

I, _____ (*customer*), hereby agree to these terms of agreement.

(Print Name)

Signature: _____ Date: _____

PART 5 – TOWNSHIP OF SOUTH FRONTENAC OFFICE USE

Processed by: _____	Date: _____
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