Water Systems
Bulk Water Fill Station
2026 Application Form

Company Name:	
Billing Address:	
Phone Number:	
Fax Number:	
E-mail:	

Insurance: Please provide Certificate of Insurance for the following coverages:

1. Commercial General Liability Insurance

Commercial General Liability Insurance issued on an occurrence basis for an amount of not less than $5,000,000 per occurrence / $5,000,000 annual aggregate for any negligent acts or omissions by the contractor relating to their obligations under this Agreement. Such insurance shall include, but is not limited to bodily injury and property damage including loss of use; personal injury; contractual liability; premises, property & operations; non-owned automobile; broad form property damage; broad form completed operations; owners & contractors protective; occurrence property damage; products; employees as Additional Insured(s); contingent employers liability; cross liability and severability of interest clause.

Such insurance shall add the Corporation of the City of Brockville as Additional Insured with respect to the operations of the contractor. This insurance shall be non-contributing with and apply as primary and not as excess of any insurance available to the City.

2. Commercial Automobile Insurance

Automobile insurance with respect to owned or leased vehicles used directly or indirectly in the performance of the services covering Third Party liability for bodily injury, death and damage to property with a limit of not less than $5,000,000. inclusive for each and every loss. Such insurance shall include operations of attached machinery and include loading and unloading.

3. Environmental Liability Insurance

The contractor shall maintain Environmental Liability Coverage and extend to Non-Owned Bulk Fill site and include Automobile – Difference in Condition for an amount of not less than $2,000,000. Per Incident / Annual Aggregate. Such coverage shall not be limited to Sudden & Accident and cover Third Party Liability including on-site and off-site clean-up cost and restoration cost resulting from a spill or damage relating to this agreement. If coverage is written on a claims made basis, coverage shall be maintained for the duration of the contract and contain an extended reporting period of not less than 24 months.

Any and all deductibles applicable to the above noted insurance shall be the sole responsibility of the Named Insured and the City shall bear no cost towards such deductible.

The contractor is responsible to keep their property / assets insured – failure to do so shall not impose any liability on the City.

The insurance policies shall contain an endorsement that the policy or policies will not be altered, cancelled, or allowed to lapse without providing the City within thirty (30) days written notice.

The insurance shall be placed with an Insurer licensed to conduct business in Ontario. The insurance policy will be in a form and with a company having a financial strength rating of not less than A- in Best's Insurance Guide which are, in all respects, acceptable to the City. The contractor shall provide the City with a certificate of insurance evidencing the above noted cover prior to commencement of the services.

Indemnification Clause:

The Contractor shall indemnify and save harmless the Corporation of the City of Brockville, their elected officials, officers, employees, and agents from and against any and all claims, actions, losses, expenses, fines, costs (including legal costs), interest, or damages of every nature and kind whatsoever, including, but not limited to, bodily injury or damage to or destruction of tangible property including loss of revenue arising out of or allegedly attributable to the negligence, acts, errors, omissions, whether willful or otherwise by the contractor, their officers, employees, contractors, sub-

contractors, agents, or others to whom the contractor is legally responsible. This indemnity shall be in addition to and not in lieu of any insurance to be provided by the contractor in accordance with this Agreement and shall survive this Agreement.

Workplace Safety Insurance Board:

The contractor shall also provide a valid **WSIB Clearance Certificate**.

Vehicles: Each truck will be assigned a unique Access Code and PIN for billing and vehicle identification purposes. Vehicles to be covered under this agreement:

Truck #	License Plate #	Vehicle Tank Volume (m^3)	Access Code *(issued by Municipality)*	PIN # *(issued by Municipality)*

Update Information: If any information contained on this agreement or with respect to the Hauler changes the Hauler must inform the City of Brockville within five (5) business days. Such changes include change to company name, addition of new truck/replacement truck or change of license plates, etc.

Bulk Water Filling CONDITIONS:

The City of Brockville Water Systems Division at 205 Broome Road Fill station will provide bulk water access on the following conditions:

1. The Water Systems Chief Operator, or designate, will have complete jurisdiction over the following:
    a) Location and method of filling tankers and trucks
    b) Hauled water will be accessible 24 hours a day **including holidays – unless station is down for maintenance or water conservation**
    c) The number of trucks that can be accepted in a given period of time.
    d) Conduct of all personnel and routing of traffic within the site.
2. This annual agreement is subject to a **$150.00 administration fee** which will be charged to your account.
3. **The rate to fill/receive bulk water for 2026 is $2.30 per cubic meter.**
4. The tank truck driver will be responsible for reporting any station malfunction directly to the Water Department.
5. Water Systems staff may randomly check that all numbers are accurate during and after filling

6. The City of Brockville has the right to terminate this agreement at any time.

Agreement Violations: The City of Brockville may impose sanctions on Haulers for failing to abide by any terms and conditions of this Hauled Bulk Water Agreement. The following are offences under the Hauled Bulk Water Filling Agreement that will result in a sanction:

- Providing illegible documentation
- Recording false meter readings
- Damage to City infrastructure
- Not reporting malfunction or damage
- Obstructing City staff
- Unpaid fees and charges for more than 90 days

Violation	Sanction
1st Offence	Non-compliance Letter
2nd Offence	6 month suspension of filling privileges
3rd Offence	12 month suspension of filling privileges
4th Offence	Permanent suspension of filling privileges

Offences of drivers and operators are attributed to the Hauler. If another offence is committed by a Hauler after a 6-month suspension it is considered a 3rd offence, and the Hauler will receive a 12-month suspension. If another offence is committed by a Hauler after a 12-month suspension it is considered a 4th offence, and the Hauler will be permanently suspended from bulk water filling.

The City reserves the right to temporarily or permanently suspend or cancel any Hauler's registration under the agreement if, in the City's sole discretion, the offence is of such a serious nature that it affects the Water Systems works and operations, the health and safety of employees or residents or negatively impacts the environment.

The information contained in this agreement is complete and true to the best of my knowledge and all filling operations are in accordance with the terms and conditions outlined above. It is recognized that any false statement or failing to comply with the conditions of this agreement will result in action being taken by the City of Brockville. This action may include revocation of filling privileges and/or enforcement. I have authority to sign this form on behalf of the company.

Applicant's Name: _____ Signature: _____
(print name)

Title: _____ Date: _____

To be completed by City of Brockville staff:

□ Commercial general liability, vehicle insurance and environmental liability certificate of insurance provided
□ WSIB Clearance Certificate provided

Comments:
_____

Approved by_____ **Signature:**_____
(print name)

Title: _____ **Date:**_____

Please return completed form by**:**

E-mail: watersystemsinquiries@brockville.com

For any questions or inquiries call 613-342-8772 Ext. 5510