

Water Smart Technology Program

For Industrial/Commercial/Institutional Facilities
Receiving LOTT Sewer Service



**Rebates
Up to 75%**

APPLICATION PROCEDURE

- Complete this application, and provide information about your project plans and costs. City staff are available to help develop potential projects and gather necessary information.
- Email, mail, or fax the application to: City of Tumwater - Water Resources and Sustainability WaterResources@ci.tumwater.wa.us /555 Israel Road SW, Tumwater WA 98501 / Fax: (360) 754-4142
- The City and LOTT will review the proposed project based on information submitted here.
- The City will contact you regarding your eligibility.



REBATE APPROVAL PROCESS

- Once you have received notice of eligibility, complete the project, submit supporting documentation for the work, and schedule a site inspection.
- Following inspection, the City will recommend approval of the rebate in accordance with the *Terms and Conditions* listed on the reverse side of this application.
- Approved rebates will be paid by the LOTT Alliance.

APPLICANT/FACILITY INFORMATION

Business Name:	Contact/Title:
Business Address:	Telephone: Fax: E-mail:
Mailing Address:	Type of Business:

Property is: Owner Occupied Tenant Chain/Franchise Government Institutional Non-profit
Federal Tax ID Number:

PROJECT INFORMATION *(attach additional sheets if needed.)*

Estimated Project Cost: <i>(cost for parts and labor)</i>	Project Description: <i>(what type of retrofit/installation project is planned? What type and number of fixtures is involved -toilets/urinals/faucets/boilers/condensers/etc?)</i>
Anticipated Water Savings: <i>(technical assistance available from your city representative)</i>	

BY SIGNING THIS AGREEMENT, THE APPLICANT ACKNOWLEDGES AND AGREES TO THE FOLLOWING:

- The information provided on this form is true and complete.
- The applicant understands and agrees to all *Terms and Conditions* listed on the reverse side of this application form.

Applicant Signature: _____ Date: _____

Title/Relationship to the Facility: _____

TERMS AND CONDITIONS

1. OWNERSHIP. Applicant warrants and affirms that it has the lawful authority to initiate and authorize the installation of the water-efficient device(s) at the property or properties listed on this application

2. CONSERVATION MEASURES. Applicant agrees to purchase and install the water-efficient device(s) as indicated on this application.

3. INSTALLATION. The purchase and installation of the water efficient device(s) shall be completed by the Applicant within one (1) year of the date of this application unless approved in writing by the City.

The Applicant acknowledges that the City of Tumwater (City) in no way influenced the choice of brand, model, or sales dealer; therefore, the owner is solely responsible for the quality and durability of the installation.

4. COMPLIANCE WITH CODES. The Applicant agrees to comply with all applicable federal, state, and local codes and requirements in the design and installation of the conservation measures and agrees to obtain all necessary permits. Where permits are required, appropriate building code officials must approve the installation. The Applicant agrees to maintain and furnish compliance documents to the City upon request.

5. INSPECTION. The Applicant agrees to allow authorized representatives of the City, and/or the LOTT Alliance (LOTT), to verify that conservation measures are installed and functioning.

The Applicant and/or Applicant's representative and any installation contractors requested by the City shall be present during the inspections. It is the responsibility of the Applicant to ensure that installation contractors are present during any such inspections.

Payment by LOTT to Applicant shall be conditioned on successful completion of any noted deficiencies.

Inspections are not certification, warranty, or other approval with respect to the Applicant's compliance with applicable laws, ordinances, and building codes.

6. EVALUATION. Applicant agrees to cooperate in any program follow-up activities or program evaluation. Access of authorized City and LOTT staff shall be granted by the Applicant upon reasonable notice. This may include, but is not limited to, follow-up surveys and the release of utility bills or other information pertinent to water consumption.

7. POTENTIAL COMPENSATION/REBATE AMOUNT. The amount of rebate provided to the Applicant for the satisfactory installation of the water efficient devices will be up to 75% of Applicant's total cost. In no event will the amount exceed 75% of the Applicant's total cost. Any final rebate amount will be determined using actual cost estimates of water savings provided by the Applicant together with criteria contained in the 2006 LOTT Water Conservation Coordination Plan (LOTT Plan), and is subject to approval in accordance with the LOTT Plan.

8. METHOD OF COMPENSATION. Prior to inspection by the City or LOTT, the Applicant must submit to the City all itemized receipts or invoices supporting the costs for the purchase and installation of the water efficient device(s). Invoices and supporting documentation shall be submitted to the City within one (1) year of project installation unless approved in writing by the City.

Upon inspection and approval by the City, the City will submit a Rebate Payment Recommendation to LOTT. If a rebate is approved, it will be issued to the Participant by the LOTT Alliance.

9. RELEASE. The Applicant releases and agrees to indemnify, defend, and hold harmless the City and LOTT from any and all claims, losses, harm, costs, liabilities, damages, and expenses directly or indirectly resulting from or in connection with: a) the water-efficient device(s), b) any materials and labor required for the installation and/or repair of the water-efficient device(s), c) installation or repair of the water-efficient device(s), and d) any other actions arising out of or connected to this Application. Neither the City nor LOTT has made or makes (Applicant acknowledges that the City and LOTT have not made) any implied or express warranty or promise that installation of the water-efficient device(s) at any particular location will, in fact, produce the estimated savings in water consumption or wastewater flow reduction AND specifically disclaims any warranty of merchantability or fitness for a particular purpose.

10. MAINTENANCE AND OPERATION. Applicant agrees to operate and perform routine maintenance on the water-efficient device(s) installed in accordance with the manufacturer's recommendations.

FOR MORE INFORMATION:

Contact the Water Resources and Sustainability Department by calling (360) 754-4140 or emailing WaterResources@ci.tumwater.wa.us

The City of Tumwater is committed to the non-discriminatory treatment of all persons in the employment and the delivery of services and resources.

