



# Notice of Completion Form

## Part A: Water Customer Information

Customer Legal Name	
Customer Operating Name	
Facility Address	
Water Account Number	
Primary Contact Name & Title	
Primary Contact Phone	
Primary Contact Email	

## Part B: Water Efficiency Opportunities

Description of Water Efficiency Measure	Water Usage		Annual Water Savings (L/year)	Project Cost (\$)
	Pre-Implementation (L/day)	Post-Implementation (L/day)		

## Part C: Technical Report Submission

(Not required if your facility has received an audit from Toronto Water after January 1, 2010)

Please attach a detailed technical report that includes: <ul style="list-style-type: none"> <li>• water consumption profile for the site,</li> <li>• identification of water saving opportunities for existing equipment/processes, and</li> <li>• data to support water savings in each of the water efficiency measures described above.</li> </ul>	
Report completed by (Contact name and information)	

*By making this application and signing this form, I acknowledge acceptance of all the Terms and Conditions of the City of Toronto's Capacity Buyback Program.*

\_\_\_\_\_  
Applicant's Name (please print)

\_\_\_\_\_  
Applicant's Signature

\_\_\_\_\_  
Date

# Capacity Buyback Program Terms and Conditions

## **City of Toronto Administration**

1. The Commercial, Institutional (“CI”) Capacity Buyback Program (“the Program”) will be administered by the Toronto Water Division (“TW”) of the City of Toronto (the “City”).

## **Eligible Facilities**

2. To be eligible for consideration for participation in the Program, the facility must:
- i. Be located in the City of Toronto;
  - ii. Have a water account with the City; and
  - iii. A. Be classified as a commercial or institutional building according to tax records (e.g. office, retail outlet, hotel, hospital, warehouse, government, school, etc.)  
OR  
B. Be classified as an industrial property according to tax records AND consume less than 15,000m<sup>3</sup>
    - o Industrial facilities using less than 5,000m<sup>3</sup> are eligible for the water efficiency audit and the incentive for completed, eligible projects
    - o Industrial facilities using from 5,000m<sup>3</sup>- 15,000m<sup>3</sup> are eligible for the water efficiency audit

## **Conditions for Payment**

3. Payment of an incentive under the Program will be Conditional upon:
- i. Acceptance into the program, based on eligibility requirements;
  - ii. Submission by the applicant of proof of installation/payment for any new equipment/technology in a form acceptable to the City; and
  - iii. Submission of Notice of Implementation Form or Notice of Implementation – Independent Assessment Form with accompanying detailed engineering report.
4. Failure to meet the conditions may result in refusal or disentitlement to any incentive payment.
5. Payment of an incentive is based on a verification visit by the City or its representative to calculate actual water savings resulting from project.
6. The City reserves the right to adjust the actual water savings or disallow any of the proposed works.
7. The incentive payment shall not exceed the project's construction costs.
8. The City will make payment of any financial incentives due under the Program within approximately one (1) year of submission of the material in accordance with the program requirements.

## **Selection of Participants**

8. The City reserves the right to accept or reject any application or any part thereof.

## **Application Deadline and Potential Extensions**

9. At any time and for any reason, the City may refuse any or all further applications for the Program, may extend the deadline for applications for the Program or any other deadline, or may terminate the Program.

## **Proof of Compliance**

10. In order for the Applicant to become entitled to the financial incentive for participating in the Program, the Notice of Implementation Form or the Notice of Implementation – Independent Assessment Form must be:
- i. Properly completed so as to identify the building; and
  - ii. Signed by the Applicant.

The City shall allocate the funds required to pay the incentive on acceptance of the above form(s).

## **Applicant's Responsibility**

11. Each selected Applicant must assume all financial and other responsibility in relation to the application and participation in the program including but not limited to:
- i. Engaging the auditor/engineer to implement the project;
  - ii. The installation of the new equipment/technology to reduce water use; including any preparatory and repair work that is required for the proper installation of the new equipment/technology.
  - iii. Any costs associated with metering, monitoring and verification of the potential water and wastewater reductions.
12. Each participating applicant must provide the City with:
- i. Access to their facility during the installation period and/or after the installation for a period up to one (1) year to verify the installation of the new equipment/technology, if the City so requests; and
  - ii. Access to the water meter for the purposes of attaching and taking readings from temporary monitoring equipment at the City's expense at any time up to five (5) years after the installation of the new equipment/technology if the City so requests.

The City shall be entitled to use any information, photographs and other data concerning the applicant in any report and/or promotional materials produced by and/or for the City.

## **Disclaimer and Release**

13. The Applicant hereby releases and forever discharges the City of Toronto and its employees, agents and elected and appointed officials (the “City”) from and against any and all claims, costs or demands whatsoever, that it may now or ever have against the City in relation to any loss, damage or injury (including death) that may occur indirectly, directly or consequently as a result of or arising from the Applicant's participation in the Program, including but not limited to the work or activities in relation hereto.

## **Indemnity Clause**

14. The Applicant shall at all times indemnify and save harmless the City of Toronto, its officers, agents, employees and invitees (all of which are hereinafter called the “City Indemnities”) from and against any and all manners of claims, demands, losses, cost, charges, actions, and other proceedings whatsoever made or brought against, suffered by or imposed on the City Indemnities or their property in respect of any loss, or damage or injury (including fatal injury) to any person or property directly or indirectly arising out of, resulting from or sustained as a result of the Applicant's participation in the program or the performance by the Applicant of anything in furtherance of its participation in the program, including the installation and operations of any equipment at the Applicant's facility, or anything else in relation to this agreement.