



## THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA

# Water Savings Incentive Program

## For Businesses, Agriculture, and Large Landscapes

### APPLICATION PACKAGE

This application package includes the following information for the Water Savings Incentive Program:

1. Program Rules, Terms and Conditions
2. Customer Application Form
3. Sample Water Savings Calculations and Water Use Documentation Report

### Program Overview

The Metropolitan Water District of Southern California's (Metropolitan) Water Savings Incentive Program (WSIP) provides financial incentives for customized water efficiency projects including:

- Installation of commercial or industrial high-efficiency equipment;
- Industrial process improvements;
- Agricultural and landscape water efficiency improvements; and
- Water management services.

This program is open to all commercial, industrial, institutional, agricultural, and large landscape customers with qualifying projects within Metropolitan's 5,200 square mile service area.

Incentives are paid based on the amount of water saved as a result of the project, subject to available funding. The incentive payment amount is up to \$0.60 per 1,000 gallons saved per year over the project life, up to a maximum of 10 years. Incentives are limited to 50% of the eligible project costs. Eligible costs directly pertain to the project installation or water management services and may include audits, design, engineering, construction, equipment and materials (including plant material), hardware, software, freight, shipping, third party labor, and contract water management services.

Participants must follow a multi-step process using forms supplied specifically for this program. **The Customer Application must be submitted to and approved by Metropolitan prior to installation of improvements or provision of water management services.** Pre- and post-inspections may be required as well as water use reporting during project operation. Metropolitan will work closely with the customer to facilitate the review and payment processes. The customer incurs all costs associated with preparing the application, installing the improvements, contracting for water management services, and conducting measurement and verification activities as required. In return, the customer will receive a monetary payment for making investments that improve water efficiency, reduce water consumption, and increase the regional water supply reliability of Metropolitan's entire service area. Receipt of incentive funds requires careful adherence to the program's rules, terms and conditions.

Funding for this program is limited and submitting an application does not guarantee the customer will receive payment. Incentives will be reserved for projects on a first-come, first-served basis until funding is exhausted.



## THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA

# Water Savings Incentive Program

## For Businesses, Agriculture, and Large Landscapes

### **PROGRAM RULES, TERMS, AND CONDITIONS**

#### **A. General Requirements and Project Eligibility**

The Water Savings Incentive Program (WSIP) is open to all non-residential customers within Metropolitan's service area.

##### **Eligible Projects**

Eligible projects include, but are not limited to, the following:

- Replacement of older, less water-efficient equipment with new commercial and industrial equipment that is more water-efficient
- Installation of new water-efficient commercial and industrial equipment that will help minimize water demand from new construction or industrial process expansion
- Comprehensive changes made to an industrial process that will improve water use efficiency by reducing water consumption per unit of output
- Improvements to existing irrigation systems and plant material changes to improve water use efficiency for agricultural operations and large landscapes on a minimum of one (1) acre
- Water management services that may include new equipment, materials, and horticultural practices to improve water use efficiency

##### **Criteria for Equipment-type Projects**

Projects involving installation of new, more water efficient commercial and industrial equipment, industrial process improvements, and agricultural and landscape water efficiency measures must meet the following criteria to be eligible for incentives:

- Projects must have a minimum three (3) year water use history to establish the baseline water use and water efficiency performance. Existing conditions and equipment that are required to establish the baseline must be operating and available for inspection.
  - If a project does not have a three (3) year water use history, it will be eligible for the incentive only if all proposed improvements meet all other requirements of the program and exceed applicable water efficiency standards required by federal, state or local laws, ordinances or codes.
    - The baseline water use will be applicable water efficiency standards required by federal, state, and local mandated codes and industry-accepted performance standards, or other baseline performance standards as determined by Metropolitan; and
    - Project costs are the incremental costs above similarly configured standard efficiency improvements.
- Projects must not be installed prior to submittal of the Customer Application and execution of a WSIP agreement with Metropolitan.

- Projects must exceed baseline water efficiency performance. Incentives are paid on the water savings above and beyond baseline performance due to implementation of the project.
- Projects must operate for at least five (5) years. The project must produce water savings for the effective useful life of the improvement or for a period of ten (10) years, whichever is less.

### **Criteria for Water Management Services**

Projects involving water management services must meet the following criteria to be eligible for incentives:

- Projects must have a minimum three (3) year water use history to establish the baseline water use and water efficiency performance.
  - If a project does not have a three (3) year water use history, it will be eligible for the incentive only if all proposed improvements meet all other requirements of the program and exceed applicable water efficiency standards required by federal, state or local laws, ordinances or codes.
    - The baseline water use will be applicable water efficiency standards required by federal, state, and local mandated codes and industry-accepted performance standards, or other baseline performance standards as determined by Metropolitan; and
    - Project costs are the incremental costs above similarly configured standard efficiency improvements.
- Projects must include third party contractual services for water management. Customer direct labor costs are not eligible. Metropolitan recommends that agricultural and large landscape customers consider using irrigation water managers with expertise in their respective field, such as those certified by the Irrigation Association, California Landscape Contractors Association, EPA WaterSense® program, or an accredited academic institution.
- Projects must have a minimum one (1) year contract term and exceed baseline water efficiency performance. Incentives are based upon the water savings achieved above and beyond baseline water efficiency performance during the service period specified in the WSIP agreement. Through an annual renewal process, projects may be eligible to participate in the program for up to ten (10) consecutive years, subject to Metropolitan’s approval and funding availability.

### **Eligible Project Costs**

Eligible costs may include:

- |                           |  |
|---------------------------|--|
| • Audits                  | • Contracted water management services         |
| • Design and engineering  | • Third party labor                            |
| • Construction            | • Landscape plant material                     |
| • Equipment and materials | • Synthetic turf                               |
| • Hardware, software      | • Agricultural plant material (permanent crop) |
| • Freight, shipping       | • Horticultural practices (e.g. mulching)      |

Costs that do not directly pertain to project installation or water management services, as determined in Metropolitan’s sole discretion, are not eligible. Land acquisition, permitting, and environmental documentation, mitigation and compliance costs are not eligible.

### **Coordination with Other Water Efficiency Incentive Programs**

Proposed projects will be reviewed for prior participation in other incentive programs offered by Metropolitan and the relevant Member Agency and/or Retail Water Agency. Customers cannot receive

incentives from more than one of Metropolitan's water efficiency programs for the same project. WSIP projects must be supported by the customer's relevant Member Agency and/or Retail Water Agency and may be eligible for additional funds from local programs.

### **Equipment Leases**

All leased equipment projects will be evaluated on a case by case basis.

### **Ineligible Projects**

Project eligibility is determined at Metropolitan's sole discretion, based on current industry standards or technical or financial assumptions. Ineligible projects include, but are not limited to, the following:

- Projects that are outside Metropolitan's service area
- Projects involving only the installation of devices for which Metropolitan offers rebates (information on rebates is available on [www.Bewaterwise.com](http://www.Bewaterwise.com)®)
- Projects that only include service fees to operate existing equipment as designed
- Projects to connect to a municipal recycled water system or convert a potable water system to use recycled water from a municipal supplier (projects to reduce industrial wastewater by capturing, treating and reusing the process water are eligible)
- Agricultural land fallowing, or replacing a permanent crop with non-permanent or row crops (projects to change an existing permanent crop with a new permanent crop are eligible)
- Water management service projects that will be implemented by customer or its employees
- Projects that are residential in nature, unless implemented for common areas of multifamily and common interest developments
- Projects that do not demonstrate potential for water savings

## **B. Incentives**

The WSIP incentive is based on the water savings achieved due to project implementation that exceeds the baseline water efficiency performance. The incentive will not exceed 50% of eligible project costs. Incentives will be paid as follows, subject to available funding:

### **Equipment or industrial process improvement project with up to 150 million gallons estimated lifetime water savings**

- \$0.46 per 1,000 gallons saved per year over the life of the equipment (up to a maximum of 10 years)  
*Note: The incentive is lower than other projects because the participant is not required to monitor project water use.*
- Metropolitan will provide the customer a single incentive payment upon verification by Metropolitan or its agent of complete project installation, full project operation, and Metropolitan's acceptance of paid invoices for eligible project costs.

### **Equipment or system improvement project with over 150 million gallons estimated lifetime water savings; irrigation system improvement project; plant material change project**

- \$0.60 per 1,000 gallons saved per year over the life of the improvement (up to a maximum of 10 years)
- Metropolitan will provide the customer an initial incentive payment of up to half of the maximum incentive upon verification by Metropolitan or its agent of complete project installation, full project operation, and Metropolitan's acceptance of paid invoices for eligible project costs.
- Metropolitan will provide the customer a final incentive payment of the calculated incentive based on the actual water savings less the initial incentive payment, up to the maximum incentive for the

project, upon submittal of documentation for twelve (12) months of actual water use during full project operation. The final incentive payment may include up to 10% above the estimate if water savings exceed the original estimate.

- Equipment or system improvement projects with up to 150 million gallons estimated lifetime water savings are eligible for this incentive if the project includes 12 months of water use monitoring.
- For process improvement projects, data on water use per unit of output during the monitoring period must also be submitted.
- For agricultural and large landscape projects, the water use history and post-installation project water use will be normalized using historical evapotranspiration data to determine the net water savings.

#### **Water management services**

- \$0.60 per 1,000 gallons saved per year during the twelve (12) month period when contract services are received
- Metropolitan will provide the customer a single incentive payment upon verification by Metropolitan or its agent of provision of twelve (12) months of water management services, Metropolitan's acceptance of paid invoices for eligible project costs, and submittal of documentation for twelve (12) months of actual water use during the service period.
- Projects may be eligible to participate in the program for up to ten (10) consecutive years, subject to Metropolitan's approval and funding availability, at the following rates:
  - Years 1- 5: \$0.60 per 1,000 gallons saved per year
  - Year 6: \$0.54 per 1,000 gallons saved
  - Year 7: \$0.45 per 1,000 gallons saved
  - Year 8: \$0.30 per 1,000 gallons saved
  - Year 9: \$0.15 per 1,000 gallons saved
  - Year 10: \$0.06 per 1,000 gallons saved
- The water use history and post-installation project water use will be normalized using historical evapotranspiration data or production data to determine the net water savings.

#### **Adjustment to Maximum Incentive Amount**

The amount of the project incentive is subject to adjustment by Metropolitan, at its reasonable discretion, based upon actual paid eligible project costs, verified water savings, and technical assumptions regarding future water savings.

### **C. Project Implementation**

The time period allowed for project implementation is shown below. The project start date is the date Metropolitan executes the WSIP agreement with the applicant. Implementation milestones included in the agreement must be met in order for the project to remain eligible for the incentive. All uses of the words "install" or "installation" or similar phrases mean complete installation such that the project is fully functional and operational as proposed in the application.

#### **Equipment or industrial process improvement project with up to 150 million gallons estimated lifetime water savings**

Up to six (6) months from the project start date to order and install all components of the project, and deliver to Metropolitan copies of all paid invoices for the project from the applicable vendor(s)

**Equipment or system improvement project with over 150 million gallons estimated lifetime water savings; irrigation system improvement project; plant material change project**

Up to eighteen (18) months from the project start date to order, install all components of the project, operate the project for twelve (12) months, deliver to Metropolitan copies of all paid invoices for the project from the applicable vendor(s), and provide water use data for twelve (12) months of full project operation

- Process improvement projects will also need to provide data on water use per unit of output during the 12 month monitoring period.

**Water management services**

Up to eighteen (18) months from the project start date to contract for water management services, install equipment or implement horticultural practices, receive twelve (12) months of service, deliver to Metropolitan copies of all paid invoices for water management services from the applicable service provider, and provide water use data for the twelve (12) months of services

**Time Period Extension**

Provided that funds are still available under WSIP for an incentive, Metropolitan reserves the right, at its sole discretion, to grant the customer an extension of time (both the request for a time extension and any grant of an extension of time must be in writing) beyond the approved time period to implement the project and submit the required documentation to Metropolitan. In the event that the project has not been implemented and the required documentation received by Metropolitan within the approved time period (including any written extensions by Metropolitan), Metropolitan's obligations under the WSIP agreement will terminate.

**Verification Process**

The customer must notify Metropolitan in writing when the project has been installed and is operational, or when water management services have commenced. This will begin the project water use monitoring period (if applicable). Upon notification to Metropolitan, Metropolitan or its agent may conduct an inspection of the project site to verify that the project has been completely installed and is operating in accordance with the application, or that water management services are being provided. Metropolitan may amend the incentive or decline to pay the incentive if the project does not pass such inspection.

**D. Application Process**

Customers are encouraged to discuss the proposed project with Metropolitan prior to preparation of a Customer Application.

**STEP 1:** Submit a complete, signed Customer Application with required supporting documentation to Metropolitan. All applications must include a copy of a recent water bill and a completed W-9 Form (Request for Taxpayer Identification Number and Certification). It is the responsibility of the applicant to designate information provided to Metropolitan as confidential if it includes "trade secrets".

***Required Supporting Documentation***

**Equipment or industrial process improvement project with up to 150 million gallons estimated lifetime water savings**

- Engineering report or vendor proposal with equipment specifications, estimated costs, water meter information, water use history, and water savings calculations.
- Process improvement projects must also include baseline and proposed water use per unit of output.

**Equipment or system improvement project with over 150 million gallons estimated lifetime water savings**

- Engineering report stamped by a registered Professional Engineer with equipment specifications, estimated costs, project water meter information, water use history, and water savings calculations.
- Process improvement projects must also include baseline and proposed water use per unit of output.

**Irrigation system improvement project; plant material change project**

- Qualified irrigation audit, engineering report or vendor proposal with equipment and material specifications, irrigation and/or landscape plan, estimated costs, project water meter information, water use history, baseline and proposed irrigated acreage, and water savings calculations.
- A qualified irrigation audit must be prepared by a qualified agricultural or landscape irrigation specialist, such as a Resource Conservation District auditor; local, state or federal agricultural specialist; California Registered Agricultural Engineer; Agricultural Irrigation Specialist certified by the Irrigation Association, Landscape Irrigation Auditor certified by the Irrigation Association; or EPA WaterSense® Irrigation Partner.

**Water management services**

- Copy of the draft or executed contract with a third party specifying water management services and related cost, water use history, project water meter information, water savings calculations, and specifications for equipment and/or horticultural practices with estimated costs, if applicable

**STEP 2:** Cooperate with Metropolitan’s review of the application if requested, including participation in a pre-installation inspection.

**STEP 3:** Once Metropolitan has enrolled the project in the program, Metropolitan will issue a Conditional Incentive Reservation. The Conditional Incentive Reservation serves as the WSIP agreement between Metropolitan and the customer for the proposed project, along with the Program Rules, Terms, and Conditions, Customer Application, and supporting documentation submitted by the customer.

**Confidentiality**

Metropolitan is subject to the Public Records Act, California Government Code Section 6250 et. seq., However, information exempt from public disclosure under Gov. Code § 6254 includes “trade secrets” under Evidence Code § 1060. In the event information submitted by an applicant is the subject of a

public records request, Metropolitan will promptly inform the applicant of the request and provide the applicant with the opportunity, at its own expense, to contest the records request.

Upon completion of its evaluation of the application, Metropolitan will return any submitted information to the applicant designated as confidential by the applicant, or, upon the request of the applicant, destroy the designated information.

## **E. WSIP Agreement Terms and Conditions**

- 1. Agreement.** The Conditional Incentive Reservation is the AGREEMENT (Agreement) made and entered into between the Metropolitan Water District of Southern California (Metropolitan) and Water Customer for the Water Savings Incentive Program (Program). Metropolitan and Water Customer may be collectively referred to as “Parties” and individually as “Party”. The Agreement incorporates the Program Rules, Terms, and Conditions (V1-092012), Customer Application, and supporting documentation submitted by the customer.
  
- 2. Representations and Warranties of Water Customer.** Water Customer represents and warrants that all information contained on Water Customer's documents including, without limitation, information regarding Water Customer's operations, facility, water usage, and project description is true and correct as of the date of the Customer Application. The Customer Application and supporting documentation is incorporated herein by this reference and collectively referred to as “Application.”
  - 2.1. Water Customer elects to participate in Metropolitan's Program and will make water use efficiency improvements (Project) at its site as described in the Conditional Incentive Reservation.
  - 2.2. Water Customer acknowledges that funding for the Program is limited and applicants will be considered and, if qualified, accepted for the Program on a first-come, first-served basis to qualified applicants, based on the availability of authorized funds and the terms of this Agreement.
  - 2.3. Water Customer represents and warrants that Water Customer would not have undertaken a water efficiency project at this time without the influence of Metropolitan or its member and retail agencies.
  - 2.4. Water Customer represents and warrants that it has not received rebates, incentives, or services for the same water efficiency improvement measure(s) from other programs funded by Metropolitan.
  
- 3. General Requirements and Responsibilities.**
  - 3.1. Project must be nonresidential and located within Metropolitan's service area.
  - 3.2. Water Customer shall be responsible for the design, implementation, personnel, equipment and supplies, and all capital and operating costs related to and incurred by Project. All materials and equipment necessary to implement Project are the exclusive property of Water Customer or its agent. Metropolitan shall have no ownership, right, title, security

interest, or other interest in any Project facilities, materials, or equipment, nor any rights, duties, or responsibilities for operation or maintenance thereof.

- 3.3. Water Customer shall ensure that the Project complies with all federal, state and local laws, ordinances and regulations. Water Customer is solely responsible for any such obligations, including, without limitation, compliance with the California Environmental Quality Act and the National Environmental Policy Act.
  - 3.4. Water Customer shall exercise its best efforts, during the term of this Agreement, to operate the Project to achieve the anticipated water savings indicated in the Conditional Incentive Reservation. Metropolitan shall not be responsible for Water Customer's failure to achieve the anticipated water savings.
  - 3.5. Water Customer, upon reasonable prior notice, shall allow representatives from Metropolitan or its agent reasonable access to Water Customers' property to inspect, monitor, and/or evaluate pre- or post installation of the Project (for example, to verify the Project is operating before an incentive is paid). Water Customer is responsible for ensuring reasonable access during normal business hours. Metropolitan representatives will comply with all Water Customer safety and security requirements while on site.
  - 3.6. Water Customer shall provide Metropolitan with written notification that the Project is fully operational, which will serve as the Date of Commissioning.
  - 3.7. Water Customer must submit paid invoices for eligible Project costs and Monitored Water Use Documentation from the Date of Commissioning (if applicable) prior to the implementation milestone dates shown in the Conditional Incentive Reservation to be eligible for an incentive payment. A sample Project Water Use Reporting form is included in the Application Package.
  - 3.8. Water Customer understands that an incentive will not be paid if Water Customer refuses to participate in any required verification.
  - 3.9. Water Customer understands that Metropolitan may contact the qualifying product vendor and/or installer, if needed, to verify purchase and/or installation and may provide Water Customer's designated contact name and/or address to complete this verification.
  - 3.10. If selected, Water Customer agrees to participate in a program measurement and evaluation study by Metropolitan, its member and retail agencies, and/or an authorized third party. Water Customer authorizes its retail water provider to release relevant water consumption data to Metropolitan for this purpose. This type of study is used to analyze current program performance and improve future programs.
- 4. Incentive.** In order to qualify for an Incentive, Water Customer must submit a completed Application and execute the Agreement with Metropolitan prior to Water Customer's order to purchase the proposed improvements described in the Application. Metropolitan's financial incentive for the Project is calculated and paid as described in the Program Rules under the section on "Incentives".
- 5. Agreement Administrator.** Metropolitan may designate an Agreement Administrator for the purpose of administering this Agreement.

## 6. Recordkeeping; Audit and Funding Reconciliation

- 6.1. Water Customer shall be responsible for maintaining all supporting documentation of Project implementation costs for a period of three years following completion of Agreement Term.
- 6.2. Metropolitan will have the right to audit Water Customer's implementation expense receipts and all supporting documentation of Project costs related to this Agreement. Upon 30 days advance notice from Metropolitan, Water Customer will fully cooperate with any audit of its expenses and will permit access to its books, records, and accounts related to Project as may be necessary to conduct such audit. Water Customer shall, within ninety (90) days of determination, reimburse Metropolitan for any financial incentive to which it was not entitled based on the results of Metropolitan's audit.
- 6.3. Metropolitan may, at its own expense and its sole discretion, provide follow-up analysis and verification of actual water savings achieved through Project implementation. Water Customer agrees that it will provide access to its facilities, water consumption records, and personnel as necessary to complete such analysis and verification for a period of three years following completion of Agreement Term.

## 7. Term and Termination. This Agreement is part of Program, which is administered by Metropolitan or its agent, and payment of the incentive is specifically conditioned upon the following obligations of Water Customer, unless otherwise indicated in this Agreement:

- 7.1. Water Customer shall properly install and operate the Project at the Water Customer's facility identified in the Conditional Incentive Reservation for at least the maximum life of the improvements (up to 10 years) from the date of installation ("Operation Period").
- 7.2. If Water Customer does not fulfill the above obligation, Water Customer may be required to refund a prorated amount of the incentive to Metropolitan based on the actual period of time for which the related water benefits were provided.
- 7.3. Water Customer acknowledges the Customer Incentive Receipt provided with the final incentive payment, documenting the expected lifetime water savings by implementing the Project.
- 7.4. The term of this Agreement shall commence on the date that Metropolitan executes the Conditional Incentive Reservation and shall terminate upon the date indicated in the Conditional Incentive Reservation, unless terminated earlier pursuant to this Section 7.
- 7.5. This Agreement may be terminated by Metropolitan under, but not limited to, the following conditions: (i) Water Customer fails to perform a material obligation under this Agreement; or (ii) any statement, representation or warranty made by Water Customer in connection with the Agreement is false, misleading, or inaccurate. In the event that this Agreement is terminated by Metropolitan, on Metropolitan's demand, Water Customer shall promptly reimburse Metropolitan the full dollar amount of the incentive paid to Water Customer, or any percentage thereof. Such reimbursement shall be in the form of a certified check or cash payable to Metropolitan. Water Customer shall repay any incentive dollars or payments due to Metropolitan under Section 7.2 above or upon termination of the

Agreement by Metropolitan within ninety (90) calendar days of notification by Metropolitan that repayment is required.

- 8. Project Data.** All data generated by Metropolitan or submitted to Metropolitan by Water Customer pursuant to this Agreement shall be used only for the purpose of obtaining water savings estimates in order to evaluate Program performance. Water Customer consents to disclosure by Metropolitan to any third parties whom Metropolitan may contract with for purposes of administering the Program, but only for the purpose of having such third party perform inspections, evaluations and measurements.
- 9. Independent Contractor; Licenses and Permits.** In performing the obligations of this Agreement, Water Customer and any other third parties involved with the Project are independent contractors; therefore, the parties to this Agreement shall not be deemed partners, agents, or joint venturers of the other. Water Customer, at its own expense, shall obtain and maintain all licenses and permits needed to successfully install and operate the Project. Failure to maintain necessary licenses and permits constitutes a material breach of Water Customer's obligations.
- 10. Tax Liability.** Monetary incentives are generally considered subsidies for tax purposes and could be taxable to Water Customer. Water Customer is urged to consult Water Customer's tax advisor concerning the taxability of the Incentive. Incentives greater than \$600 may be reported to the Internal Revenue Service on Form 1099 unless documentation of tax-exempt status is provided to Metropolitan. Metropolitan is not responsible for any taxes that may be imposed on Water Customer as a result of Water Customer's receipt of the Incentive.
- 11. Regulation; Modification and Termination of Program.** This Program may be amended, modified, or terminated by Metropolitan at any time without prior notice. However, notwithstanding any change or termination of the Program, Metropolitan shall remain subject to the terms and conditions of any fully executed Program Agreement. Any references in this Agreement to Metropolitan and its Member Agencies and Retail Agencies shall include their respective employees, independent contractors, and agents.
- 12. Disclaimer.** Metropolitan is neither the manufacturer nor the distributor of any component of the Project and does not recommend or endorse the Project or any components thereof or the selection or qualifications of any Project installers, designers, manufacturers, or contract service providers. Metropolitan makes no warranties, either expressed or implied, as to the performance, operation, safety, efficiency, reliability, merchantability, or fitness for a particular purpose, use, or application of the Project or any equipment or measures selected. Water Customer agrees that Water Customer is solely responsible for election, technical feasibility, installation, operational capability, reliability, and maintenance of the Project, and that Metropolitan makes no representations regarding selection of the Project or any equipment or measures selected. Metropolitan's review of the design, construction, installation, operation, or maintenance of the Project or any components of the Project is not a representation as to the economic or technical feasibility, operational capability, efficiency, or reliability of the Project or any equipment or measures selected. Water Customer shall not make any such representations to its customers or any other third parties on behalf of Metropolitan.
- 13. Limitation of Liability.** Metropolitan shall not be liable for any damages of any kind for replacement of Water Customer's former equipment, for the Project or its failure, or otherwise arising from

Metropolitan's performance or nonperformance of its obligations under this Agreement, including direct, indirect, consequential, special, incidental or punitive damages, regardless of the form of action, whether in contract, indemnity, warranty, strict liability or tort, including negligence of any kind.

- 14. Indemnification.** To the greatest extent permitted by applicable law, Water Customer shall indemnify, defend and hold harmless Metropolitan, its Member Agencies and Retail Agencies, officers, directors, employees and agents from and against any and all claims, actions, suits, proceedings, demands, losses, damages, penalties, fines, costs, expenses and liabilities (legal, contractual or otherwise) which arise from or are in any way connected with any: (i) injury to or death of persons, including, but not limited to, employees of Metropolitan, Water Customer or any third party; (ii) injury or damage to property, including, but not limited to, property of Metropolitan, its Member Agencies and Retail Agencies, Water Customer or any third party; (iii) violation of local, state or federal law, statute or regulation, including, but not limited to, environmental laws or regulations; or (iv) strict liability imposed by any law or regulation; so long as such injury, damage, violation or strict liability (as set forth in (i) through (iv) above) arises from or is in any way connected with this Agreement or Water Customer's performance or nonperformance of this Agreement, however caused, regardless of any negligence of Metropolitan. This indemnity shall not apply to the extent that such injury, damage, cost, expense, liability, strict liability, or violation of law or regulation is caused by the gross negligence or willful misconduct of Metropolitan. Water Customer acknowledges that any claims, demands, losses, damages, costs, expenses, and legal liability that arise out of, result from, or are in any way connected with the release or spill of any legally designated hazardous material or waste as a result of the work performed under this Application are expressly within the scope of this indemnity, and that the costs, expenses, and legal liability for environmental investigations, monitoring, containment, abatement, removal, repair, cleanup, restoration, remedial work, penalties, and fines arising from strict liability, or violation of any local, state or federal law or regulation, attorneys' fees, disbursements and other response costs incurred as a result of such releases or spills are expressly within the scope of this indemnity. Water Customer shall, on Metropolitan's request, defend any action, claim, or suit asserting a claim which might be covered by this indemnity. Water Customer shall pay all costs and expenses that may be incurred by Metropolitan in enforcing this indemnity, including reasonable attorneys' fees. This indemnity shall survive the termination of this Agreement for any reason.
- 15. Entire Agreement; Amendments.** This Agreement sets forth the entire understanding of the parties and supersedes any prior representations, understandings, negotiations, or agreements, both oral and written. No amendment, modification or change to this Agreement shall be binding or effective unless expressly set forth in writing and signed by an authorized representative of Metropolitan and the Water Customer.
- 16. Severability.** The partial or total invalidity of one or more parts of this Agreement will not affect the intent or validity of this Agreement.
- 17. Assignment.** This Agreement will inure to the benefit of and be binding upon Metropolitan and Water Customer and their respective successors. This Agreement is not assignable by either Party in whole or in part.
- 18. Nonwaiver.** A waiver of any right under this Agreement shall not be deemed a subsequent waiver of that right or any other right under this Agreement.

**19. Choice of Law.** This Agreement will be deemed a contract under the laws of the State of California, and for all purposes will be interpreted in accordance with such laws. Metropolitan and Water Customer hereby agree and consent to the exclusive jurisdiction of the courts of the State of California, and that the venue of any action brought hereunder will be in Los Angeles County, California.

**20. Authority.** Each individual executing this Agreement on behalf of Water Customer and Metropolitan represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of such party.

**21. Advertising and Marketing.** Water Customer shall not use Metropolitan's corporate name, trademark, trade name, logo, identity or any affiliation for any reason without Metropolitan's prior written consent. Water Customer shall make no representations on behalf of Metropolitan.

### **WSIP Program Changes**

Metropolitan may reject project proposals or change the WSIP program rules, terms and conditions without prior notice. Funding for this program is limited and submitting an application does not guarantee the customer will receive an incentive. Incentives will be reserved for projects on a first-come, first-served basis until funding is exhausted.

### **WSIP Agreement Termination**

WSIP agreements may be terminated at Metropolitan's discretion, under, but not limited to, the following conditions:

- Metropolitan determines that information was purposely withheld or falsely stated in the application.
- The project fails to meet the implementation milestones identified in the WSIP agreement. Metropolitan reserves the right, at its sole discretion, to grant customer an extension of time for any deliverable or other requirements identified in the agreement.
- The project fails more than three (3) inspections performed by Metropolitan or its agent.
- The customer formally requests withdrawal from the program.



**THE METROPOLITAN WATER DISTRICT  
OF SOUTHERN CALIFORNIA**

**Water Savings Incentive Program  
CUSTOMER APPLICATION**

Water Customer Information <i>(please print)</i>			
Water Customer Name:		Contact Person:	
Daytime Phone Number:		Email:	
Mailing Address:		City:	State: Zip:
Customer Type: <input type="checkbox"/> Commercial <input type="checkbox"/> Industrial <input type="checkbox"/> Agriculture <input type="checkbox"/> Large Landscape			
Project Information			
Project Name/Site Location:			
Street Address:		City:	State: Zip:
Water Agency:		Water Service Account Number(s) <i>(include copy of recent bill):</i>	
Project Type: <input type="checkbox"/> Commercial/ Industrial Equipment Installation <input type="checkbox"/> Industrial Process Improvements <input type="checkbox"/> Irrigation System Improvements <input type="checkbox"/> Plant Material Changes <input type="checkbox"/> Water Management Services <input type="checkbox"/> Water Management Services w/Equipment, Materials			
Brief Project Description:			

## Water Savings Incentive Program Customer Application

**Project Name:** \_\_\_\_\_

### Supporting Documentation

The following documentation is attached to support this application in accordance with the Program Rules, Terms and Conditions: *(see Program Rules "How to Apply" for requirements by project type)*

- Copy of recent water bill
- Completed W-9 Form (Request for Taxpayer Identification Number and Certification)
- Project water meter information
- Audit, engineering report, or vendor proposal with equipment specifications, equipment life, landscape design (if applicable), estimated costs, water use history, and water savings calculations, and for process improvements, water use per unit of output for baseline and with project
- Draft or executed contract for water management services
- Equipment and material requirements for water management services with equipment life, estimated costs

Provide title and date of documents:

### Consultant Information

I authorize the following professional(s) to provide Metropolitan with additional information regarding my project:

Contact Name	Title	E-mail	Phone No.
Contact Name	Title	E-mail	Phone No.

## Water Savings Incentive Program Customer Application

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**Project Name:** \_\_\_\_\_

Signature (required)		
<p>By signing below, I hereby acknowledge that I have read, understand and agree to the Program Rules, Terms and Conditions (V1-092012). I understand that in order to qualify for this incentive opportunity, I must provide supporting documentation as described in the Program Rules, Terms and Conditions. I will assist Metropolitan with review of this application and any inspections, as requested.</p> <p>I certify that the information on the application and supporting documentation is true and correct.</p>		
Authorized Representative Name and title (print):	Signature:	Date:

*For Metropolitan Use Only*

Application and identified supporting documents received: _____
Member Agency notified: _____
Application and supporting documents reviewed: _____

Submit completed application with supporting documentation to:

Water Savings Incentive Program  
Attn: Gary Tilkian  
Metropolitan Water District of Southern California  
PO Box 54153  
Los Angeles, CA 90054-0153  
Phone: (213) 217-6088  
[gtilkian@mwdh2o.com](mailto:gtilkian@mwdh2o.com)



THE METROPOLITAN WATER DISTRICT  
OF SOUTHERN CALIFORNIA

**Water Savings Incentive Program**  
**SAMPLE WATER SAVINGS CALCULATIONS**

**Equipment-type Project**

Current Annual Baseline Water Use	100,543,000	gallons
Estimated Annual Water Use with improvements	<u>75,957,000</u>	gallons
Estimated Annual Water Savings	24,586,000	gallons
Life of improvements	8	# years
<i>Maximum 10 years for equipment, industrial and irrigation system improvements</i>		
Estimated Lifetime Water Savings for Project	196,688,000	gallons

Incentive for Equipment / Industrial Process Improvements

If estimated lifetime savings up to 150 million gallons	\$0.46 per 1,000 gallons =	NA
If estimated lifetime savings over 150 million gallons	\$0.60 per 1,000 gallons =	\$118,013
10% Project Contingency for increased water savings		<u>\$11,801</u>

**Maximum Water Savings Incentive** **\$129,814**

Eligible project costs: \$65,000

50% of eligible costs: \$32,500

**Maximum Incentive = Water Savings Incentive up to 50% of eligible costs** **\$32,500**



THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA

Water Savings Incentive Program
SAMPLE WATER SAVINGS CALCULATIONS

WSIP Agreement No.: \_\_\_\_\_

Water Customer: \_\_\_\_\_

Project Name: \_\_\_\_\_

Project Water Use Monitoring Period: \_\_\_\_\_

Begin Date

End Date

Table with 4 columns: Project Meter No., Beginning Date, Meter Reading, End Date, Water Usage (Gallons / CCF / Other). Includes a Total Usage row.

Comments

Three horizontal lines for entering comments.

Certification

I certify that the information shown above is true and accurately represents the water use for the Project during the required monitoring period.

Signature

Print Name

Title

Date

Submit form to:

Water Savings Incentive Program
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Metropolitan Water District of Southern California
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Los Angeles, CA 90054-0153
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