



County of Brant Residential Toilet Replacement Program

Purpose

As incentive for water conservation the County of Brant offers a rebate to assist residents with purchasing low-flow toilets to replace existing, less-efficient toilets to reduce water use. All those seeking a rebate from the County of Brant for acquiring/installing a water-efficient toilet are required to read and accept terms and conditions to be eligible for the rebate program. The County of Brant Residential Toilet Replacement Program and all portions thereof (the Program) will be administered by the Operations Department, Environmental Services Division of the County of Brant (the County).

Eligibility

1. To be eligible to receive a one time \$50 rebate on up to two (2) new WaterSense® toilets, the Applicant must:
 - a. Replace one (1) or two (2) 13 litre per flush or larger toilets per single-family residential unit defined as a detached or semi-detached home or an individual townhouse or condominium. This program does not apply to multifamily apartments or ICI properties.
 - b. Install WaterSense® Certified toilets.
 - c. For two (2) toilets, must replace both toilets at the same time.
 - d. Install the approved toilet model at a property located within the County of Brant and connected to a County of Brant municipal drinking water/wastewater system.
 - e. Install the approved toilet model prior to submission of the application, with installation date indicated on application.
 - f. Demonstrate the water, and if applicable wastewater, account for the property is in good standing (no arrears).
 - g. Submit a completed application form with all required supporting documentation.

Proof of Compliance and Conditions for Payment

1. Payment of rebate will be conditional on:

- a. Submission of a completed application form with all required documentation.
 - b. Original receipt and/or invoice showing toilet manufacturer, make and model, and WaterSense® certification accompanying the application.
 - c. Proof that the invoice was paid for in full accompanying the application.
 - d. Photocopies will not be accepted. (Original receipt will be returned).
 - e. Details can be provided in the form of a "cut-out" or sticker of the toilet box label.
2. The County reserves the right to accept or reject, at its sole discretion, any application or any part thereof.
 3. As County funding and/or resources are limited to the annual budgeted amount, applications will be acted upon in a first-come-first-served basis.

General Conditions

1. The County of Brant is not responsible for the selection, installation or operation of the toilet(s).
2. The County of Brant does not guarantee or warrant the toilet or its installation, the performance, freedom from defects, quality of workmanship or suitability of the toilet or any installation thereof for any purpose, or the suitability of the premises for installation.
3. The County of Brant reserves the right to inspect installation and flush volume of each new toilet prior to verifying the application.
4. Rebate shall not exceed the purchase price before applicable taxes, of the eligible toilet.
5. Toilets installed with new construction or renovations that require a plumbing permit are not eligible. Toilets must be replacement toilets.
6. The County of Brant reserves the right to alter, cancel or discontinue the program at any time. Please check the County's web page for current status of the program. Rebates will be available on a first come, first served basis until the budget allotment has been exhausted or the program ends. Submission of an application does not guarantee a rebate.
7. The County of Brant reserves the right to indemnify the municipality for any warrantees, damages, costs, and third party claims resulting from participation in this program, as well as the reserved right to avoid liability for damages, costs, and claims resulting from negligent behaviour of a County of Brant representative.
8. The County of Brant reserves the right to reverse the rebate if information provided on the application form is either incorrect or untrue, or if the terms and conditions of the program have at any time been breached.
9. The County shall be entitled to use any information, photographs, and other data concerning a selected facility in any report and or promotional materials produced by and/or for the County.

Applicant's Responsibility

1. Each participating Applicant must assume all financial and other responsibility in relation to the application and participation in the Program including but not limited to:
 - The purchase and installation of the new toilet(s), including any preparatory and repair work that is required for the proper installation of the new toilet(s).
 - Any costs associated with the installation of the new toilet.
 - Acquiring any permits and or selecting and using properly licensed installers, if so required.
 - The applicant must fill out the direct deposit vendor form at the end of the application. This will allow direct deposit of the funds into the successful applicant's bank account.
 - The Applicant shall ensure at all times that any and all Federal, Provincial, and Municipal laws and by-laws are adhered to.

Disclaimer and Release

The Applicant hereby releases and forever discharges the County and its officers, employees, agents and elected officials (the "Releasees") from and against any and all claims, costs or demands whatsoever, that it may now or ever have against the Releasees 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.