

# **Skyrise Greenery Incentive Scheme** Rooftop Greenery Application Form National Parks Board (Attention: Skyrise Greenery)

Singapore Botanic Gardens 1 Cluny Road, Singapore 259569 Email: skyrisegreenery@nparks.gov.sg Fax: 6762 1383

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	(For internal reference)			
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Building Information					
Building name	Address		Building type  Commercial Institutional School Healthcare Facility Public Infrastructure Others, please specify:		
Rooftop Greenery Proposal					
Estimated area of green coverage (m²)		Estimated cost of Rooftop Greenery installation (S\$) (incl. GST)			
Proposed completion date		Supplier/installer			
Applicant Information					
Name of applicant (organisation/individua (To which cheque will be made payable)		Address			
Details of Authorised Representative		Details of Officer in charge / contact person			
Name :		Name :			
Designation :		Designation :			
Contact No. :		Contact No. :			
Email :		Email :			
Submission of Supporting Docu	ments (Please check that a	Il documents have been submitt	ted together with this form)		
Proposed Rooftop Greenery Plan  Document showing estimated cost of Rooftop Greenery					
Terms & Conditions of Applicati					
<ul> <li>I/We have read, understood and agree to accept all the Terms &amp; Conditions of this application as listed in the Appendix.</li> <li>I/We understand that my/our application will be assessed on its own merits and submission of this application does not constitute automatic approval of my/our application.</li> <li>I/We have attached all required supporting documents together with this form. I/We understand that an incomplete submission and/or failure to submit any of the requested documents may render my/our application liable to be rejected.</li> <li>I/We will submit a letter of undertaking to maintain the Rooftop Greenery for a holding period of a minimum of 5 years, in accordance with such terms and conditions of the said letter of undertaking.</li> </ul>					
Full name of authorised signatory		Signature			
Destanation			Date		
Designation	(Company	· Soal/Stamp)	Date		
(Company Seal/Stamp)					
For Official Use					
Reference no.	Checked by		Supported by		
Approved funding amount	Remarks				

### **Terms and Conditions**

Administration
 The Skyrise Greenery Incentive Scheme is administered by the National Parks Board ("NParks").

### 2. Definitions

(a) "Applicant" means the person or entity who submits the application form, whether online, by email, by fax or in hardcopy, applying for a Grant under the Scheme and where the context so requires shall include the Applicant's employees, agents and/or contractors (where applicable).

- (b) "Application" means an application for a Grant under the Scheme
- (c) "Grant" means the sum of money provided by NParks to the Successful Applicant for the purpose of the Scheme
- (d) "Scheme" means the Skyrise Greenery Incentive Scheme administered by NParks to assist building owners and occupiers in the partial funding of their cost of installation of Rooftop or Vertical Greenery on existing buildings in Singapore, with the objective of encouraging the planting of greenery on roof surface or vertical surfaces across our urban landscape
- (e) "Rooftop Greenery" refers to a roof surface system that supports the growth of plants over a substantial portion of its area for the purpose of beautification, and water or energy conservation, comprising a drainage layer, growing medium and plants. For the purpose of the Scheme, the Rooftop Greenery shall be a permanent outdoor fixture on the building where it is installed.
- (f) "Holding Period" means the minimum period of five (5) years after installation, starting from the date of site inspection, that the Successful Applicant is required to maintain the Rooftop Greenery, or such other period as shall be determined by NParks.
- (g) "Successful Applicant" means the Applicant whose Application has been approved by NParks

### . Coverage of Scheme

Subject to NParks' approval, the Scheme applies to buildings which meet the following criteria:

- ans approvar, the Scheme applies to bulldings which meet the following criteria: The building is occupied; The building is a non-landed residential or mixed commercial and residential development, or a non-residential development (commercial, office, retail, business park, industrial, institutional, community building, hotel, hospital); and The building must not be owned and used by a single owner or occupier.

Without prejudice to the generality of the foregoing, NParks reserves the right to reject buildings notwithstanding the fact that they may fall under the abovementioned criteria. NParks further reserves the right to approve other types of buildings on a case-by-case basis for purposes of the Scheme.

### 4. Eligibility Criteria

The following criteria must be met before an Applicant shall be considered eligible for participation in the Scheme:

- The building on which the Rooftop Greenery is proposed to be installed must meet the criteria outlined in Clause 3
- The proposed Rooftop Greenery shall have a sustainable Rooftop Greenery system that retains moisture.
- Any other factor that NParks deems relevant.

NParks reserves the right to require the submission of additional supporting documentation demonstrating that the Applicant meets the eligibility criteria.

5. Submission Requirements
The Applicant shall note that application for the Scheme comprises of a two phase process:

(a) Phase 1 - <u>Application for Grant under the Scheme:</u>
To apply for the Grant, the Applicant shall submit the following documents to NParks before any installation work commences:

- The duly completed Application Form
  Layout Plan showing the dimensions and location/s or coverage of the proposed Rooftop Greenery;
- A formal document (such as quotation) showing the detailed breakdown of the proposed cost of the Rooftop Greenery; and
  Any other documents as may be requested for by NParks.

A letter of offer will be issued by NParks to Successful Applicants.

# (b) Phase 2 - Disbursement of Grant under the Scheme:

For processing and disbursement of the Grant for approved Applications, the Successful Applicant shall be required to submit the following at least one (1) month prior to the expiry of the funding reservation period (as specified in NParks' letter of offer):

- The duly completed Reimbursement Form:
- As-built drawings of the Rooftop Greenery and planting plan indicating the types of plants and roof measurements;

  Name or brand of Rooftop Greenery if it is off-the-shelf purchase, or cross section of
- the Rooftop Greenery if bespoke; Documentary proof of actual installation cost;
- A letter of undertaking to install and maintain the Rooftop Greenery for the duration of the Holding Period; and Any other documents as may be requested for by NParks.

Any failure on the part of the Applicant or Successful Applicant to comply with any phase or step above may lead to the Applicant's application or Successful Applicant's status under the Scheme being rejected or revoked at NParks at its absolute discretion.

# 6. Conditions of Payment

(a) The approved Grant monies will be paid either by cheque or through Interbank GIRO. For cheque payments, the cheque will be made in the name of the Successful Applicant and sent to the Successful Applicant's address as indicated on the Application Form. In the case of GIRO payments, the Applicant a ductions as instituted of the Application formation upon approval of the disbursement to facilitate payment. NParks shall not be liable for any loss or damage incurred by the Successful Applicant as a result of any misinformation given by the Successful Applicant for purposes of payment.

- (b) The Grant shall be a sum up to 50% of the cost incurred by the Successful Applicant for the purchase and installation of the Rooftop Greenery, up to a maximum of \$200 per metre square, and shall include the Goods and Services Tax (GST) chargeable on the purchase under the Goods and Services Tax Act (Cap. 117A) (calculated proportionately). The final amount of Grant to be disbursed to a Successful Applicant shall be determined by NParks in its sole discretion.
- (c) Notwithstanding the above, no payment under this Scheme shall be made unless the following conditions have been met:
  - The Application must be approved by NParks and a letter of offer must have been issued to the Successful Applicant;
  - Submission of all required documents and information in accordance with Clause 5(b) herein:
  - Fully completed installation of the Rooftop Greenery in accordance with the As-Built Drawings submitted with the Application;
  - Conduct of a joint site inspection between the Successful Applicant and NParks and/or their respective agents, and receipt of written verification by NParks and/or its agent that the proposed Rooftop Greenery has been installed in accordance with the As-Built Drawings submitted.
- (d) The final amount of the Grant that is disbursed to the Successful Applicant will be based on the submission of the final invoice, cost breakdown and as-built plans of the Rooftop Greenery (as submitted during the reimbursement stage). Should the final amount be different from the amount filed

during the application stage, NParks reserves the right to not grant or disburse the difference in amount to the Successful Applicant.

7. Obligations of Successful Applicants
(a) Upon receiving the Grant, the Successful Applicant is required to:

• Maintain the Rooftop Greenery for the Holding Period.

- Seek approval from NParks in writing before doing any renovation to the building during the Holding Period which will affect the area of the Rooftop Greenery installed. Inform NParks beforehand should there be any media involvement or coverage with regards to the Rooftop Greenery or related skyrise greenery project. Submit information, including photographs, to NParks when requested by the deadline indicated.

- Comply with any other terms and conditions as may be imposed by NParks

### 8. Rights of NParks

(a) Upon receipt of an Application, NParks reserves the right to:

- require further information and documentation from the Applicant in order to assess the Application;
- grant its approval and concurrently impose additional terms and conditions of such approval;
- defer or reject any Application based on the availability of funds and any other criteria as it deems fit
- (b) If the Application is approved, NParks reserves the right to:
  - require further information and documentation on the use of the Grant and/or the Rooftop Greenery by the Successful Applicant;
  - audit (whether on its own or through its appointed auditor) the Successful Applicant on the use of the Grant:
  - withdraw or reduce the amount of the Grant at any time it deems fit, provided always that any such withdrawal or reduction of the Grant shall not discharge the Successful Applicant from its obligations under the Scheme.
- (c) NParks shall have the right to revoke its approval and withdraw the Grant with immediate effect if the Successful Applicant is found to have done any one or more of the following:
  - Is found to have provided false information, whether the false information was given
  - deliberately or not, and whether knowledge of the false information was obtained through NParks' exercise of clause 8(b)(i) and/or 8(b)(ii) or not; Leases, lends or licenses the Rooftop Greenery to another party (i.e. dispossess itself of physical possession of the Rooftop Greenery);

  - Sells, scraps or disposes the Rooftop Greenery;
    Neglect or allow the Rooftop Greenery to remain unmaintained / fall into neglect such that the greenery coverage falls below that which was recorded by NParks during the
  - site inspection (conducted pursuant to clause 6(c) herein); Is found to be the beneficiary of any similar public sector scheme that provides any grants, funding or any other monetary consideration relating to Rooftop Greenery or skyrise greenery; or Fails to comply with any of the Terms and Conditions herein.

(d) In such event, NParks shall be entitled to recover and the Successful Applicant shall be liable to return to NParks the Grant immediately and without demand. NParks reserves the right to take such further action against the Successful Applicant as it deems fit.

9. Compliance with Safety Requirements
The Successful Applicant shall ensure that the Rooftop Greenery will not affect the structural integrity, drainage and waterproofing of the building on which it is installed or the safety of the building on which the Rooftop Greenery is set up on. All installations and components making up the Rooftop Greenery shall be properly and safely secured to or on the building.

The Applicant shall comply with all applicable laws, by laws, rules, regulations, orders and guidelines of the Government of Singapore and any relevant government authority, including the Building Control Authority, Urban Redevelopment Authority, Inland Revenue Authority of Singapore and NParks

# 11. Waiver and Release

11. Waiver and Release (a) The Successful Applicant agrees to assume all financial and other responsibilities for the installation, maintenance and use of the Rooftop Greenery including, without limitation, the selection of the Rooftop Greenery or any part/s thereof, selection of the Rooftop Greenery supplier, contractor or installer, compliance with all applicable laws and/or any consequence or liability arising from such installation, maintenance or use of such system.

- (b) NParks shall not be liable to the Successful Applicant or any other person for any loss or damages whatsoever arising from the Application, including but not limited to any expenses incurred by the Successful Applicant arising from his participation in the Scheme, the installation, maintenance or use of the Rooftop Greenery or any preparatory works undertaken for such installation, maintenance or use, or the revocation of NParks' approval.
- (c) NParks makes no representation or warranty, express or implied, relating to any project which is the subject of this Scheme, or the availability, competence, quality or financial status of the Successful Applicant or his work. The Successful Applicant agrees to indemnify and release NParks, its officers, employees and agents from and against any claims or liabilities whatsoever including, without limitation, any damages, costs and liability for any and all loss, injury or damage to any property or person, whether direct, special, consequential, indirect or of any other nature, in connection with the Successful Applicant's participation in the Scheme, or related to his installation, maintenance or use of the Rooftop Greenery.
- (d) Any person who is not a party to these Terms and Conditions shall have no rights under the Contracts (Rights of Third Parties) Act (Cap. 53B) to enforce any of these Terms and Conditions

12. Information and Access Rights granted to NParks and Auditor-General's Office (AGO)
The Successful Applicant hereby consents to, and grants and authorises NParks, AGO and their respective officers, employees and agents:

- (a) access by prior appointment to the site where the Rooftop Greenery is installed;
- (b) an irrevocable non-exclusive, non-transferable, royalty-free, limited right and licence to use or reproduce any information, photographs and digital images, data and other intellectual property belonging to the Applicant relating to the Rooftop Greenery for promotional, educational or audit purposes; and
- (c) access to the Applicant's data for the purpose of environmental research, evaluation or audit of the

13. Use of Name and Publicity
The Applicant and/or successful Applicant shall not use the names, trade marks and logos of NParks
for any purpose or release or cause to be released any advertisement, news release or other form of
publicity relating to the Application or the Scheme without obtaining the prior written consent of NParks.

# 14. Amendments

NParks reserves the right to change, add or substitute any of these Terms and Conditions at any time as it deems fit.

None of the rights or obligations granted to the Successful Applicant hereunder may be assigned or transferred directly or indirectly without the prior written consent of NParks.

# 16. Governing Law

These Terms and Conditions shall be governed by and construed in accordance with the laws of Singapore.