

Industrial, Commercial and Institutional (ICI) Capacity Buyback Incentive Program Application



Applicant Information

| | | | | | |
|---|----------------------|-------------------------|----------------------|--------------|----------------------|
| Registered Owner of Facility: | <input type="text"/> | Building Year of Built: | <input type="text"/> | | |
| Company Name: | <input type="text"/> | Water Account #: | <input type="text"/> | | |
| Facility street Address: | <input type="text"/> | City: | <input type="text"/> | Postal Code: | <input type="text"/> |
| Contact Name: | <input type="text"/> | Position Title: | <input type="text"/> | | |
| Email: | <input type="text"/> | Phone: | <input type="text"/> | | |
| Water Consumption (m ³ /year): | <input type="text"/> | Water Account Number: | <input type="text"/> | | |

I am applying to The Regional Municipality of York for water audit and to be eligible for receiving buyback incentive for capital upgrades to improve water efficiency that have been installed and monitored as per the Terms and Conditions and Monitoring Methodology.

READ: TERMS and CONDITIONS PARTS A, B and C

I have read, understood and agree to the Capacity Buy Back Incentive Program Terms and Conditions as set forth by The Regional Municipality of York.

| | | | |
|------------|----------------------|-----------|----------------------|
| Name: | <input type="text"/> | Position: | <input type="text"/> |
| Signature: | <input type="text"/> | Date: | <input type="text"/> |

Signature of Owner / Signing Authority

Please submit signed application to:

The Regional Municipality of York, 17250 Yonge Street, Newmarket, ON L3Y 6Z1

Email: waterfortomorrow@york.ca | Toll Free: 1-888-967-5426 | york.ca/waterincentives

ICI Capacity Buyback Incentive Program – Terms and Conditions

PART A: General Conditions

York Region Water Efficiency Administration

1. The ICI Capacity Buyback Incentive Program and all portions thereof (the “Program”) will be administered by the Infrastructure Asset Management Branch of the Environmental Services Department of The Regional Municipality of York and its agents (the “Region”).

Eligible Facilities

2. To be eligible for participation in the Program:
- The facility for which the applicant is applying for the program must be:
 - Located in the Region
 - Connected to a municipal water supply
 - Be classified by the Region as an industrial, commercial, institutional (ICI) building (office, retail outlet, hotel, hospital, factory, warehouse, manufacturing, government, school, multi-unit residential property management, etc.)
 - The applicant must:
 - Have an account administered by a local municipality within the Region in relation to the supply of water to the applicant’s facility
 - Have participated in the pre-audit within the last three years to qualify for the ICI Capacity Buyback incentive
 - Submit to the Region the completed application form as required

Selection of Participants

- The Region reserves the right to accept or reject, in its sole discretion, any application or any part thereof.
- As Regional funding and/or resources are limited, applications will be acted upon on a first-come-first-served basis for each part of the Program.

General Conditions

- At any time and for any reason, the Region 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, all in the Region’s sole discretion.
- The actual water savings and incentive are based on post-audit findings and figures can be adjusted by the Region in its sole discretion.
- The Applicant shall ensure at all times that any and all federal, provincial, and municipal laws and bylaws are adhered to.
- Each Applicant must be in compliance with the Region’s Sewer Use Bylaw.
- Failure to meet any or all conditions of the Program may result in refusal or disqualification to any funding payment.

ICI Capacity Buyback Incentive Program – Terms and Conditions

PART B: Program Conditions

Description

1. The Program requires the Region or its agent to perform a pre-audit and a post-audit, if required, of water use and wastewater quality in the ICI facility and to recommend specific measures for water efficiency/ wastewater quality improvements.
2. The Program provides a Regional contribution to help offset the capital costs incurred by an Applicant for the purchase and installation of technology or physical process changes that result in long-term reduced water consumption.

Conditions for Program Acceptance

3. Maintenance-related measures (including fixing leaks/breaks) as determined by the Region and water savings associated with demand that occurs occasionally/randomly, such that an average daily demand cannot be ascertained, do not qualify for an ICI Capacity Buyback Incentive.
4. The Region shall notify the Applicant in writing of acceptance into the Program.

Applicant's Responsibility

5. Each participating Applicant must provide the Region with:
 - a. Water billing record as requested by the Region.
 - b. Access to the water meter and/or new equipment/technology for the purposes of attaching and taking readings from temporary monitoring equipment at any time up to three (3) years after the installation of the new equipment/technology, if the Region so requests
 - c. Access to their facility during the site visit, pre-audit and post-audit, and installation period and/or after the installation for a period of up to one (1) year to verify the installation of the new equipment, technology, or process change if the Region so requests
 - d. Access to process equipment for the purpose of monitoring water use before and after the installation period for up to one (1) year if deemed necessary by the Region
6. 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:
 - a. The purchase and installation of the new equipment/technology to reduce water use, including any preparatory and repair work that is required for the proper installation of this new equipment/ technology.

Region's Responsibility

7. The Region shall:
 - a. Conduct Pre-audit and Post-audit of water consumption and collect all available information and/or take any reasonable action the Region, in its sole discretion, deems necessary to verify the volume of water consumption and water saved

- b. Allocate the funds required to pay the Capacity Buyback Incentive on verification of the volume of water saved and make payment of any financial incentives due under the Program within approximately one (1) year of approval in accordance with the Program requirements and water savings calculations. The Region may, in its sole discretion, provide a portion of the payment, as agreed upon by the Applicant and the Region, to the Applicant prior to the commencement of recommended process change(s)
- c. Notify the Applicant in writing of the value of the one-time payment as per condition 10.

Proof of Compliance and Conditions for Payment

8. The Region shall set aside funds required to pay the Capacity Buyback Incentive upon acceptable verification of the water savings. Payment to the Applicant under the Program will be conditional upon:
 - a. Acceptance into the Program
 - b. Submission by the Applicant of proof of purchase and installation of any new equipment/technology dated after the Consultation in a form acceptable to the Region
9. The Region reserves the right to adjust the reported water savings or disqualify any of the proposed or submitted works.
10. Unless otherwise specified by the Region, the amount of the payment for the Capacity Buyback will be specified at york.ca/waterincentives, as amended.

Disclaimer and Release

The Applicant hereby releases and forever discharges the Region and its officers, employees, agents, invitees, 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.

Indemnity Clause

The Applicant shall at all times defend, indemnify and save harmless the Region, its officers, agents, employees, invitees, and elected officials (all of which are hereinafter called the "Region Indemnitees") from and against any and all manner of claims, demands, losses, cost, charges, actions and other proceedings whatsoever made or brought against, suffered by or imposed on the Region Indemnitees 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 operation of any equipment at the Applicant's facility or anything else in relation to this agreement.