

ICI CAPACITY BUYBACK INCENTIVE PROGRAM

APPLICATION FORM

Applicant Information

I am applying to the Regional Municipality of York's ICI Capacity Buyback Incentive Program.

Applicants Name: _____

Phone Number: _____

Applicants Position Title: _____

Email: _____

Facility Name: _____

Water Account #: _____

Type of Facility: _____

Water Consumption (m³/year): _____

Facility Address: _____

READ: TERMS and CONDITIONS PARTS A and B

I have read, understood and agree to the ICI Capacity Buyback Incentive Program Terms and Conditions as set out below.

Name:

Position:

Signature:

Date:

Signature of Owner / Signing Authority

I am the owner, occupant, or operator of the facility or an agent of the owner, occupant, or operator

Please submit signed application to: waterconservation@york.ca

Program Terms and Conditions

PART A: General Conditions

Administration

1. The ICI Capacity Buyback Incentive Program and all portions thereof (the “**Program**”) will be administered by the Regional Municipality of York and its authorized representatives (the “**Region**”).
2. The Program is subject to the Region allocating, in its sole discretion, funding and resources adequate to support the Program.

Eligible Facilities

3. To be eligible for participation in the Program, the facility must be:
 - a) located in the geographical area of the Region;
 - b) have a water account administered by a local municipality within the Region;
 - c) connected to a municipal water supply;
 - d) 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.).

Selection of Participants

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

General Conditions

6. 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.
7. The actual water savings and incentive are based on post-audit findings, figures can be adjusted by the Region in its sole discretion.
8. The Applicant shall adhere to any and all federal, provincial, and municipal laws and bylaws.
9. Without limiting the generality of Section 8, each Applicant must be in compliance with the Region’s Sewer Use Bylaw, as may be amended or replaced from time to time, to be eligible for funding under the Program.
10. For greater certainty, the failure of an Applicant or facility, or both, to meet any or all conditions of the Program may result in refusal or disentitlement to any funding payment.
11. There will be no more than one (1) ICI Capacity Buyback Incentive per facility. If an ICI Capacity Buyback Incentive has already been paid in respect of a facility, no further ICI Capacity Buyback Incentives will be paid or payable in respect of that facility.

Disclaimer and Release

The Applicant hereby releases and forever discharges each and all of the Region and its elected officials, officers, employees, agents, and invitees (collectively, the “Region’s Releasees”) from and against any and all claims, costs or demands whatsoever that the Applicant 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 or relating to the Applicant’s participation in the Program, including but not limited to the work or activities conducted in relation thereto.

Indemnity Clause

The Applicant shall at all times defend, indemnify and save harmless each and all of the Region, elected officials, its officers, agents, employees, and invitees (collectively, 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 death) to any person or property directly or indirectly arising out of, resulting from or relating to the Applicant’s participation in the Program or any act or omission of the Applicant in connection with or in relation to its participation in the Program, including, without limitation, the installation and operation of any equipment at the Applicant’s facility.

PART B: Program Conditions

Description

12. The Program requires the Region or its agent to perform a pre-audit and a post-audit, of water use and, if required, wastewater quality in the ICI facility and to recommend specific measures for water efficiency/ wastewater quality improvements.
13. 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 reduction in water consumption.

Conditions for Program Acceptance

14. 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 under the Program.
15. The Region will notify the Applicant if the Region decides to accept the Applicant's facility into the Program.

Applicant's Responsibility

16. Each participating Applicant must provide the Region, upon request, with:
 - a) water billing records;
 - 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;
 - 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;
 - 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; and
 - e) Such further and other information as the Region may reasonably request.
17. 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

18. The Region will:
 - a) conduct Pre-audit and Post-audit of water consumption and collect relevant 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) upon verification of the volume of water saved in accordance with the Program requirements and based on the Region's water savings calculations, pay the applicable ICI Buyback Incentive to the Applicant within approximately one (1) year of such verification 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)

Proof of Compliance and Conditions for Payment

19. In addition to Section 18b) above, payment to the Applicant under the Program will be conditional upon:
 - a) The Region's acceptance of the Applicant and the associated facility into the Program
 - b) Submission by the Applicant of proof of purchase and installation of any new equipment/technology, which proof of purchase must be dated after the Pre-audit in a form acceptable to the Region
20. The Region reserves the right to adjust the reported water savings or disqualify any of the proposed or submitted works.
21. Unless otherwise specified by the Region, the amount of the one-time payment for the ICI Capacity Buyback will be calculated as specified at york.ca/waterincentives, as amended.