

Residential Sub-Water Meter Rebate Program - Terms and Conditions for Permanent Sub-metering

The Residential Sub-Water Meter Program (the "Program") of The Corporation of the City of Guelph (the "City") provides rebates (the "Rebates") to assist with the introduction of permanent water sub-meters that are subsidiary to principal water meters (the "Sub-meters").

The program is available for qualifying residential buildings including rental apartment buildings, condominiums, and single-family homes. The availability of sub-metering data will help notify property owners/managers, condominium boards and individual water users if individual suites or building processes have high water demands that might indicate leakage, the use of inefficient plumbing products, or inefficient water use habits. Sub-metering can ultimately translate into savings on water bills.

The City will rebate up to \$125 in respect of the expenditure incurred in purchasing and installing qualifying permanent Sub-meters. There is no limit on the number of Sub-meters within a building that may qualify for a Rebate.

Participant eligibility

To qualify for the Rebate, the **Applicant** (the person applying) must:

- a. Hold an active Guelph Hydro/Water account; and
- b. Submit a complete City application form, with all applicable documentation.

To qualify for the Rebate, the **building** must:

- a. Be located within the geographic limits of the City;
- b. Comprise a single-family house or a residential rental apartment building or condominium containing 7 or more suites;
- c. Have an average water demand of at least 150 cubic metres (m³) per suite per year;
- d. Be the subject of a completed Multi-Residential Water Audit by the City (for information on an Audit, contact City of Guelph Water Services at waterservices@guelph.ca or call 519-837-5627); and
- e. Have a plumbing layout conducive to this type of Sub-metering.

To qualify for the Rebate, the **installed Sub-meters** must:

- a. Be permanent, in that they are integrated into the building's plumbing infrastructure to become part of its permanent plumbing layout;
- b. Be permanently installed by a licensed plumber;
- c. Not replace the building's main water billing meter as set up through the City and its agent; and
- d. Meet or exceed American Water Works Association (AWWA) and NSF International (NSF/ANSI 61) standards.

The City reserves the right to refuse a Rebate for any building that it determines is ineligible to participate in the Program.

Rebate

The Rebate only applies to the purchase price and installation of the Sub-meter. Sub-meters must have been purchased on or after January 1, 2018. No additional costs or fees, including but not limited to shipping and handling costs, monitoring and maintenance costs, etc., are eligible for the Rebate. The City reserves the right to withhold Rebates for any building it deems ineligible to participate in the Program.

Subject to available funding, there is no limit on the number of Rebates available for the installation of **permanent** Sub-meters installed in a qualifying building. Rebates will be provided to Program participants on a "first come, first served" basis. They will be provided directly to qualifying property owner/manager or to a third-party agent designated by the property owner/manager.

Applicant's responsibility

- Agree to all provisions of these Terms and Conditions and the City's application form;
- Provide proof of purchase of qualifying add-on Sub-meters;
- Provide the City or its agent with reasonable and timely access to the building to inspect the installed Sub-meters, upon written request, to enable the City to verify the proper installation of the Sub-meters and eligibility of the building;
- Assume any and all costs associated with the purchase and installation of the Sub-meters, including any alterations to piping, valves, walls, etc., that may be necessary to ensure the proper installation;
- Understand that any permanent changes to plumbing may require a City building permit. All charges associated with this permit are the Applicant's responsibility.
- Refund the Rebate to the City on request, if the application contains any material misstatement or misrepresentation by the Applicant or on the Applicant's behalf, or if the Applicant breaches any of the Terms and Conditions;
- Acknowledge and agree that the City is not responsible for the selection, installation, operation, or maintenance of the Sub-meters, and that the City will not own the installed Sub-meters and will in no way be responsible for any maintenance or other upkeep of installed Sub-meters;
- Permit the City and its agent to access utility billing account information for the participating building at any time before or after installation of the Sub-meters, for the purpose of monitoring water demands and calculating water savings; and
- Acknowledge that the City will in no way bill individual suite occupants for water use utilizing the Sub-meter data, and that water-use volumetric charges will always defer to the primary water service line billing meter if there are any discrepancies between the Sub-meters, in whole or in part, and the primary water service line billing meter.

Agreement

In consideration of the City accepting an application to the Residential Sub-Water Meter Rebate Program, the Applicant acknowledges and agrees:

- That the City does not guarantee or warrant any aspect of the Sub-meter(s), including but not limited to: the physical appearance or operation of the Sub-meter, the installation of the Sub-meter, the accuracy or performance of the Sub-meter, the suitability of the Sub-meter for the application, or the quality of workmanship of the Sub-meter and/or the Sub-meter installation
- To release, indemnify, save and hold harmless the City and its agents, officials, officers, councillors and employees against all liability, loss, costs, damages, and expenses, causes of action, actions, claims, demands, lawsuits and other proceedings, by whomever made, sustained, brought or prosecuted, including by third parties, involving bodily injury, death, or property damage, in any way based upon, occasioned by or attributable to the Applicant's participation in this Program