City of Guelph Multi-Residential Water Audit Program Terms and conditions

The Corporation of the City of Guelph (the "City") is offering a Multi-Residential Water Audit Program (the "Program"). The purpose of the Program is to provide certain multi-residential buildings in Guelph with no-cost water audits (the "Audits"). These Audits will provide superintendents, building owners/managers and condominium boards with detailed water demand information for their buildings as well as recommendations on how to save money and water by improving the efficiency of their buildings.

Participant eligibility

The City will determine a building's eligibility to participate in the Program based on the responses by the person applying (the "Applicant") to the Multi-Residential Water Audit Program application form. A buildings may qualify for the program if it:

- Is located within the City of Guelph limits;
- Has an active water account;
- Is a multi-residential building containing 7 or more suites; and
- Has an average water demand of at least 150 cubic metres (m³) per suite per year (for information contact City of Guelph Water Services at waterservices@guelph.ca or call 519-837-5627).

If on analysis of a building's monthly water consumption and the Applicant's responses in the application form suggest a water audit would be warranted, then the City, in its discretion, may approve the building for an Audit. The City reserves the right to decline to approve an Audit for any building that it, in its sole discretion, determines to be ineligible to participate in the Program. If the City declines to approve a building for an Audit, it will nevertheless recommend, to the Applicant, a residential home visit from eMERGE Guelph.

Upon approval by the City for an Audit, the City will have its retained third-party consultant (the "Consultant") conduct the Audit.

The Consultant will:

- Schedule and conduct an Audit of water use at the building;
- Inspect and document the following water using fixtures and appliances in up to and including 10 suites or 10 per cent of all suites in a building with more than 100 suites:
 - toilet flush volumes
 - toilet leakage using toilet leak test strips
 - showerhead flow rate using bag test
 - o kitchen and lavatory faucet maximum flow rates using bag test
 - the presence or absence of faucet aerators and the type of faucet aerators if present, and
 - the overall condition (evidence of leakage, etc.) of all water using fixtures and appliances

The Consultant will write a report that outlines the results of each building Audit. This report will be presented to the applicant by the City. It will include:

- a summary of total occupancy, total number of suites, average per suite occupancy, total number of suites audited, current water usage (m³/year), current yearly water cost, and current yearly cost per suite;
- tables summarizing results from the inspection of all suites audited;
- a 24 to 48 hour diurnal water demand curve showing any unusual water demand patterns, and indicators of excessive leakage in the building based on the diurnal data logging of the main building water meter;
- recommendations to optimize building water use including upgrades to building fixtures, appliances and/or processes and suggestions of next steps (including the City's rebate programs and why each would be ideal for each specific situation).
 Note: To be eligible for a rebate, a sub-meter must have been purchased on or after January 1, 2018.
- calculation(s) of the associated anticipated water reductions for each new recommendation;
- estimated cost to implement each recommendation while considering labour and applicable City rebates; and
- estimated payback periods for each recommendation.

Applicant's responsibility

- The Applicant shall provide a contact to coordinate the Audit and provide access to the following to complete the Audit:
 - the building's water meter(s),
 - up to and including 10 suites or 10 per cent of all suites in a building with more than 100 suites,
 - the building's process equipment;
- The Applicant shall provide permission to:
 - o install sub-meters or other water demand monitoring equipment for the duration of the audit (up to 48 hours) as necessary.
 - The City or its agent to access utility billing account information for the building or single-family home at any time before or after installation of submeter(s), for the purpose of monitoring water demands and calculating water savings; and
- If leaks or anomalies are found in the plumbing, which require further demand modelling as part of the Audit, pay for such demand modelling.

City's responsibility

The City must:

- Notify the Applicant in writing of its acceptance into, or rejection from, the Program;
- Through the competitive bidding process, select and retain the Consultant to conduct the Audit;
- Receive, from the Consultant, the Consultant's completed Audit report, and provide it to the Applicant; and
- Discuss the Audit report results with the Applicant.

Agreement

In consideration of the City accepting an application to the Multi-Residential Water Audit Program, the Applicant acknowledges and agrees:

- The Applicant hereby releases and forever discharges the City and its officers, employees, agents and elected officials (the "Released Parties") from and against any and all claims, costs or demands whatsoever, that it may now or ever have against the Released Parties 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.
- The Applicant shall at all times defend, indemnify and save harmless the City, its officers, agents, employees, invitees, and elected officials (all of which are hereinafter called the "City Indemnities") 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 City Indemnities 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 of 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.