



Municipality of North Middlesex
 229 Parkhill Main Street
 Parkhill, ON N0M 2K0
 (519) 294-6244
 www.northmiddlesex.on.ca

Sump Pump Disconnection and Backwater Valve Installation Grant

Application Form

Applicant Information			
Property Owner Name:		Approximate Construction year of building:	
Address where work was performed:		Town/City:	Postal Code:
Telephone:	Home #:	Cell #:	Work #:
Email:			
Mailing Address - if different from above:		Town/City:	Postal Code:

Section A: Sump Pump Disconnection		
Check to Indicate Work is Completed	Description of Work	Subsidy
<input type="checkbox"/>	Disconnect the sump pump from the sewer.	100% of the eligible costs, as invoiced by and paid to authorized contractor, combined with any permit fees, up to a maximum of \$2500.
NOTE: To be eligible for the 100% sump pump installation subsidy, the work must be performed by an approved contractor. See Terms and Conditions on Page 2		

Section B: Backwater Valve Installation		
Check to Indicate Work is Completed:	Description of Work	Subsidy
<input type="checkbox"/>	Installation of an Ontario Building Code approved backwater valve.	100% of the eligible costs as invoiced by and paid to the contractor, combined with any permit fees, up to a maximum of \$2500.
NOTE: Homeowners will only qualify for the backwater valve subsidy if they have demonstrated they do not have any downspout or weeping tile/foundation drain connections to sanitary sewer and the backwater valve is installed inside the home. See Terms and Conditions on Page 2		

Release	
I hereby certify that I am the owner of the property and have had the work completed as described above, I also hereby certify that I have read, understand, and agree to the program Terms and Conditions on Page 2 of this document	
Homeowner Signature:	Date:

Contractor Statement (completed by Contractor)

I hereby agree that the work performed as part of the sump pump disconnect and backwater valve installation program is exactly as stated on the invoice provided, followed the Ontario Building Code, and was performed under my supervision.

Contractor name: _____ Signature of Contractor: _____

Contractor License #: _____

Submit To: Municipality of North Middlesex – Infrastructure and Operations
 229 Parkhill Main Street, Parkhill, ON N0M 2K0

Sump Pump Disconnection and Backwater Valve Installation Grant - Terms and Conditions

1. Personal information collected and submitted as part of this application package will only be used for the purpose of administering the Sump Pump Disconnection and Backwater Valve Installation Grant Program. Information is collected pursuant to *Sc.11 of the Municipal Act, 2001*, and may be subject to disclosure under the *Municipal Freedom of Information and Protection of Privacy Act*. Questions about the collection of your information may be directed to the Municipal Clerk.
2. The Municipality of North Middlesex (“the Municipality”) supports property owners in taking proactive measures to mitigate the risk of basement flooding events through the Municipality Sump Pump Disconnection and Backwater Valve Installation Grant Program (“the Program”). These terms and conditions are set out to govern conditions of any support between the Municipality and the Applicant as part of the Program. The home where the work is undertaken must have municipal wastewater services (not on a septic system). The Applicant must be the registered owner of the property.
3. **100% Subsidy Work (Section A – Sump Pump Disconnection)** is defined as any of the following:
 - The disconnection of an internal sump pump or foundation drains from the sewer and necessary piping and appurtenances to discharge appropriately away from the building (*Property Owners will only qualify for this subsidy if they have also disconnected all possible downspouts from the sewer system*).
4. **100% Subsidy Work (Section B – Backwater Valve Installation)** is defined as any of the following:
 - **Ontario Building Code Backwater Valve** installed inside the house (*Homeowners will only qualify for the backwater valve subsidy if they have demonstrated they do not have any downspout or weeping tile/foundation drain connections to the sanitary sewer*).
5. Completed Work is defined as Work that is fully functional and acceptable as per Ontario Building Code Standards, and any County, Municipal, or other industry standards that may apply. Work is only deemed “Complete” upon meeting applicable standards and approvals by the Local Municipal Building Inspector. The Municipality may also inspect work at any time for completeness. A plumbing permit is required for all works that form part of this Program, and shall be completed and provided.
6. All Work, and inspection of Work, are to be coordinated by the homeowner. The homeowner is responsible for the ongoing operation, maintenance, and future replacement of all equipment installed as part of the Work.
7. The homeowner must sign the Municipality application form and waiver form, releasing the Municipality from any liability resulting from Work carried out as part of the Sump Pump Disconnection and Backwater Valve Installation Grant Program.
8. Reimbursement will occur upon satisfactory review of the submitted required forms and associated documentation as required by the program and inspection of the Work, as applicable. A Cheque will be mailed out within 4-6 weeks of receipt of an acceptable and complete application as determined by Municipality staff.
9. The Municipality will not be held responsible for any maintenance or warranty, with respect to the performance, capabilities, or failures of any work, device, quality of any device or equipment, or workmanship related to any Work performed as participation in any part of this subsidy program. The Municipality assumes no liability whatsoever relating to the Work being undertaken to be eligible for the Program, and the Work cannot be considered a guarantee that property flooding will not occur.
10. The Municipality reserves the right to accept or reject, at its sole discretion, any application, or any part thereof.
11. The Municipality may terminate the program at any time and for any reason at its sole discretion.
12. Failure to meet any or all conditions of the Terms and Conditions may result in application refusal, refusal of grant funds, and/or refusal of future applications to the Program.
13. The Sump Pump Disconnection and Backwater Valve Installation Grant Program is a one-time grant per property, per section.
14. By signing this application form, the Applicant explicitly consents to provide the Municipality and its employees, concurrent with any building inspection under the Building Code Act 1992, access to the Section A and/or Section B Work performed at the property to inspect and verify that the applicable Work has been completed in accordance with the requirements and conditions of the Program, and to otherwise verify eligibility for and entitlement to the subsidy under the Program. The aforementioned consent shall include the right of Municipal staff to take photographs, videos and digital images and to collecting and recording other data or information in respect of the applicable Work (“the Records”) in order to verify compliance with the Program

Note: The exercise of the access for the collection and use of the Records for the above purposes shall not be construed or deemed an inspection or approval of the quality of workmanship or installation, the suitability or operation of the backflow prevention device, or the quality of the particular backflow prevention device installed or otherwise by the Municipality.

INITIAL HERE to indicate that you
have read the Terms and Conditions _____

Sump Pump Disconnection and Backwater Installation Grant Program Required Document Checklist

Please include the following with your application:	
<input type="checkbox"/>	ORIGINAL signed Application Form – 4 pages (including the initialed Terms and Conditions)
<input type="checkbox"/>	ORIGINAL signed waiver – 2 pages Municipality of North Middlesex Sump Pump Disconnection and Backwater Valve Installation Grant Program Waiver Form
<p>Section B: Sump Pump Disconnection</p> <p style="margin-left: 40px;"><input type="checkbox"/></p> <p style="margin-left: 40px;"><input type="checkbox"/></p> <p style="margin-left: 40px;"><input type="checkbox"/></p>	<p>Copy of the DETAILED INVOICE from your contractor. This invoice shall include the following:</p> <ul style="list-style-type: none"> i. Company name of contractor completing the work. ii. Details of the work completed, itemizing specific costs (e.g. Disconnection of a sump pump system, and building permit) to determine eligible costs. iii. COPY OF BUILDING PERMIT IS REQUIRED.
<p>Section C Backwater Valve Installation</p> <p style="margin-left: 40px;"><input type="checkbox"/></p> <p style="margin-left: 40px;"><input type="checkbox"/></p> <p style="margin-left: 40px;"><input type="checkbox"/></p> <p style="margin-left: 40px;"><input type="checkbox"/></p> <p style="margin-left: 40px;"><input type="checkbox"/></p>	<p>Copy of the DETAILED INVOICE from the contractor performing the work. This invoice shall include the following:</p> <ul style="list-style-type: none"> i. Company name of contractor completing the work. ii. Certificate of Qualification License number of the plumber completing the work (backwater valve installation). iii. Details of the work completed, itemizing specific costs (e.g. installation of backwater valve, building permit), to determine eligible costs. iv. In cases where only a backwater valve is being installed (i.e. no weeping tile disconnection), written confirmation from the property owner and contractor stating that weeping tile is not connected to the sanitary sewer. v. COPY OF BUILDING PERMIT IS REQUIRED.

Sump Pump Disconnection and Backwater Valve Installation Grant - Waiver Form

This _____ day of _____, 20_____
(date) (month) (year)

B E T W E E N:

THE MUNICIPALITY OF NORTH MIDDLESEX, (the "**Municipality**") – and –

_____, (the "**Homeowner**")
(Print name or names as applicable)

– of –

_____, (the "**Property**")
(Print address)

WAIVER TERMS AND CONDITIONS – PLEASE READ CAREFULLY

- 1) The Homeowner, exercising sole discretion, has allowed a contractor selected by the Homeowner to make modifications (the "**Work**") to the property's stormwater systems to promote the drainage of stormwater from around and under the property's building foundation as part of the Municipality Sump Pump Disconnection and Backwater valve Installation Grant Program (the "**Program**"). I/We as the Homeowner(s) is/are solely responsible for the Work being done at my/our Property.
- 2) The Work may include any of the following types of work at the Property and may qualify the Homeowner for a subsidy based on compliance with the terms of the Program:
 - (a) The installation of a backwater valve. The Homeowner(s) fully and completely, without qualification, agree(s) hereby to waive and release and shall be deemed to have waived and released the Municipality of North Middlesex, its Councillors, officers, employees, agents, and representatives (collectively, the "Municipality") from and against any claims or liabilities whatsoever including, without limitation, any damages, costs, and liability for any loss, injury or damage to any property or person, whether direct, special, consequential, indirect or of any other nature, in connection with or related to the installation of a backflow prevention valve or related to participation in this Program (collectively, "Claims");
 - (b) The disconnection of a sump pump from the sewer, discharged at-grade; and/or
 - (c) I/We, the Homeowner(s), will not make any claims or take any action against the Municipality and agree to indemnify the Municipality against any claims made or taken by someone else.
- 3) In consideration of the promises and obligations contained herein, the Homeowner, understands, acknowledges, and agrees as follows:
 - (a) The Municipality's subsidy for completed Work as part of the Program is not deemed, construed, interpreted, or implied as an admission on the part of the Municipality, its councillors, officers, employees, or agents of any liability or responsibility whatsoever for past or future flooding or any other events, whatsoever and howsoever caused, that impact the Property, and which have or may occur in the public or private wastewater and storm stormwater systems;
 - (b) The means and methods utilized in the performance of the Work by the

Homeowner's selected contractor are not controlled, induced, or reviewed by the Municipality. The Municipality does not provide any warranty or guarantee in respect of the suitability, operation, or acceptance of the completed Work at the Property;

- (c) The Homeowner waives any and all demands, claims, actions, or proceedings of any kind it may have related to any damage, harm, losses, or injuries which may result from the Work unless caused by the negligence of the Municipality;
 - (d) The wastewater and stormwater systems located on the property are the Homeowner's responsibility, including all future maintenance and upkeep. The performance of the Work in no way deems anything located on the property now or in the future as being part of the public wastewater system; and
 - (e) In the event of a sale or lease of the property, the Homeowner agrees to inform the purchaser or lessee of the Property of the completed Work and any applicable maintenance requirements.
- 4) The Homeowner agrees that this waiver shall be considered validly executed and delivered if sent by fax or in a .pdf (or other common electronic formats) by e-mail. Such facsimile or e-mail copy shall be deemed to have the same force and effect as an executed original.
 - 5) By signing below, I/We the Homeowner warrant that I/we have the legal capacity to execute this waiver and acknowledge that I/we have read, understand, and agree to the terms and conditions above. I/We further acknowledge that I/we have not been induced to execute this waiver, and I/We have had the opportunity to obtain independent legal advice prior to signing this document.
 - 6) I/We certify that the information, statements, and representations given by me/us for the purposes of the Program and any accompanying materials in an application for the Program are true, accurate, and complete in all respects. I/We understand that any false or deceptive information, statement, or representation given in this application and any accompanying materials may result in the rejection or revocation of this application and any approval thereof and immediate demand by the Municipality for full repayment of any subsidy paid by the Municipality. In addition to any other civil remedies available to the Municipality, I/we agree that I/we shall immediately repay the Municipality all subsidy monies paid to me/us and shall indemnify the Municipality for any costs it may occur, because of the giving or making such false or deceptive information, statement or misrepresentation in this application and any accompanying materials.

It is specifically understood and agreed by The Municipality of North Middlesex that the undersigned will continue to retain any and all other legal rights and entitlements.

IN WITNESS WHEREOF, the Homeowner has hereunto signed their name(s) at the times and placed indicated.

This _____ day of _____, 20____
(date) (month) (year)

at the _____ of _____ in the Province of Ontario.
(“city”, “town”, etc.) (name of city/town)

HOMEOWNER Signature

HOMEOWNER Name (print)

HOMEOWNER Signature

HOMEOWNER Name (print)

I/we represent that I/We am/are the owner(s) of the Property as identified.