



## Sanitary Sewer Backwater Valve Installation Subsidy Application

Section 1 – Property Information		
Street Number	Street Name	Postal Code
Are there any downspouts, sump pumps and foundation drains been connected from the Town's sanitary sewer system? Yes <input type="checkbox"/> No <input type="checkbox"/>		
If Yes, will they be disconnected with the installation of the backwater valve? Yes <input type="checkbox"/> No <input type="checkbox"/>		
Are your property taxes current? Yes <input type="checkbox"/> No <input type="checkbox"/>	If you answered "No", are you on a payment plan with the Town? Yes <input type="checkbox"/> No <input type="checkbox"/>	
Are there any overdue payments? Yes <input type="checkbox"/> No <input type="checkbox"/>	If you answered "Yes", are you on a payment plan with the Town? Yes <input type="checkbox"/> No <input type="checkbox"/>	
Please indicate the type of property: Single Family Dwelling <input type="checkbox"/> Multi-Residential Dwelling <input type="checkbox"/> Other (please describe) <input type="checkbox"/>		

Section 2 – Property Owner Information	
Owner Name(s):	
Mailing address (if different from above):	
Primary Phone Number:	Alternate Phone Number:
Email Address:	

Section 3 – Terms and Conditions
In consideration for participation in the Sanitary Sewer Backwater Valve Installation Subsidy (the "Program"), I/we understand, acknowledge and agree that: a) I/we am/are the owner(s) of the property stated herein and I am/we are authorized to bind all owners on title to the property; b) The Town is entitled to rely on the above statement as evidence that all owners on title to the property consent and agree to the Terms and Conditions herein;

- c) Personal information collected and submitted as part of this application will only be used for the purpose of administering the Program; however, the information may be subject to disclosure under the Municipal Freedom of Information and Protection of Privacy Act;
- d) The Applicant(s) are fully and solely responsible for any and all work as carried out through the Program, including but not limited to, the choice of eligible contractors, the selection of materials, the work, improvements and/or modifications conducted, and any and all other work procedures collectively the "Work", regardless of whether said Work was carried out as part of, or in association with, the Program;
- e) All Work, and inspection of Work, is to be coordinated by the homeowner and the homeowner is responsible for the on-going operation, maintenance, and future replacement of all equipment installed;
- f) The Corporation of the Town of Midland (the "Corporation") assumes no responsibility for the methods, workmanship, or any action or inaction, by the contractor, which the Applicant(s) may find unacceptable;
- g) Any issues, the Applicant(s) may have arising from the Work will be addressed by the Applicant(s) directly with the contractor, and the Corporation is not responsible for doing so;
- h) Should any of the Work be removed within 5 years of the completion date, the total amount of the subsidy provided through the program shall be repaid by the Applicant(s) to the Corporation;
- i) The Corporation assumes no responsibility or liability for any loss, damage, injury, expense, or any other matter that may arise, or that may be incurred, as a result of the Applicant(s)'s participation in the Program, as a consequence of any cause, including the negligence of the contractor, the Corporation, and/or employees and/or agents;
- j) Participation in the Program is not a guarantee by the Corporation that future flooding, by sewer backup or other water sources, will not occur;
- k) The Applicant(s) hereby release and hold harmless the Corporation, its employees and/or agents, from any and all claims associated with participating in the Program, including losses from future sewer backups resulting from the failure of any of the Work carried out under this program, howsoever arising;
- l) The Town reserves the right to accept or reject, at its sole discretion, and application or any part thereof;
- m) At the sole discretion of the Town, at any time and for any reason, the Town may terminate the Program and refuse any or all further applications.

I/we understand and agree that I/we have been given the opportunity to seek independent legal advice prior to signing this document, and hereby accept full responsibility for complying with all of the terms set forth herein

**I HAVE READ THIS DOCUMENT CAREFULLY AND I ACKNOWLEDGE MY RESPONSIBILITIES AND THE EFFECT OF THE TERMS AND CONDITIONS ON MY LEGAL RIGHTS AND RESPONSIBILITIES.**

SIGNED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Applicant's Name

\_\_\_\_\_  
Applicant's Signature

\_\_\_\_\_  
Applicant's Name

\_\_\_\_\_  
Applicant's Signature

**Section 4 – Contractor Quote Form**  
*Contractor to Complete for Homeowner*

Contractor's Name:

Contractor's Address:

Contractor's Phone:

License #:

Address Where Work is to be Completed:

Detailed Work Quote (please list materials and labour separately):

Total Cost (including tax):

Quote Good Until (minimum 60 days):

Contractor's Signature:

***Notice to Homeowners: Do NOT sign blank contractor quote forms***

I hereby acknowledge that I requested this quote from the Contractor listed herein and have received this quote directly from said Contractor.

Homeowner's Signature:

**Section 5 – For Office Use Only**

Application Number:  
(year - #)

Property Address:

Date Application Received:

Confirm the Applicant is the Registered Owner:  
Yes  No

Were 2 Contractor Quotes Provided?  
Yes  No

Date Application Approved:

Date Homeowner Advised:

Approved Funding:  
(\$900 maximum)

Deadline to Apply for Building Permit:  
(30 days from approval date)

Deadline to Submit Supporting Documentation:  
(1 year from approval date)

Application Processed By:

Date Payment Voucher submitted to Treasury Department: