



## PRIVATE PLUMBING PROTECTION REBATE PROGRAM

### APPLICATION FORM - RETROACTIVE INSTALLATION

*(Private Plumbing Protection Measures Implemented between May 1, 2017 and May 1, 2018)*

<b>Property Owner's Name:</b>				
<b>Address:</b>			<b>Postal Code:</b>	
<b>Telephone - Home:</b>			<b>Telephone - Work:</b>	
<b>E-mail address:</b>				
<b>Private Plumbing Protection Measures</b>				
<b>Section A Backwater Valve Installation</b>				
Check All That Apply	Work Completed	Maximum Rebate Amount	Cost of Work*	Approved Rebate Amount (City Use)
<input type="checkbox"/>	backwater valve on sanitary lateral (indoor)	\$1750		
<input type="checkbox"/>	backwater valve on storm lateral (indoor)	\$1750		
<input type="checkbox"/>	backwater valve on storm lateral (outdoor)	\$2000		
<b>Note: Terms and Conditions on Page 2; * See documentation requirements on Page 3</b>				
<b>Section B Weeping Tile Disconnection &amp; Sump Pump Installation</b>				
Check All That Apply	Work Completed	Maximum Rebate Amount	Cost of Work*	Approved Rebate Amount (City Use)
<input type="checkbox"/>	Weeping tile/foundation drain disconnection and redirect to storm lateral by gravity	\$3000		
<input type="checkbox"/>	Weeping tile/foundation drain disconnection and sump pump installation	\$5000		
<b>Note: Terms and Conditions on Page 2; * See documentation requirements on Page 3</b>				
<b>Section C Lateral Relining/Repair</b>				
Check All That Apply	Work Completed	Maximum Rebate Amount	Cost of Work*	Approved Rebate Amount (City Use)
<input type="checkbox"/>	Storm lateral relining/repair	\$2500		
<input type="checkbox"/>	Sanitary lateral relining/repair	\$2500		
<b>Note: Terms and Conditions on Page 2; * See documentation requirements on Page 3</b>				
<b>RELEASE AND WAIVER</b>				
I HEARBY CERTIFY THAT I AM THE OWNER OF THE PROPERTY IDENTIFIED HEREIN 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)				
Date:		Owner Signature:		
City Use Only		File No:		
Date Application Received:		Approved Total Rebate Amount:		
Approved by:		Date:		

**Environmental Services Department, City of Markham**  
**8100 Warden Avenue, Markham, Ontario, Canada, L6G 1B4**  
**Private Plumbing Protection Rebate Program Coordinator**  
**Tel: 905-477-7000 X 2967 Fax: 905-479-7772**  
**Email: [plumbingrebate@markham.ca](mailto:plumbingrebate@markham.ca)**

## Terms and Conditions – Retroactive Installation Application

1. In these Terms & Conditions
  - (a) "Retroactive Installation" means a Private Plumbing Protection Measure implemented between May 1, 2017 and May 1, 2018;
  - (b) "Property Owner" means the registered owner of the property in the City of Markham
  - (c) "Program" means Pilot Private Plumbing Protection Program defined in By-law 2018-20;
  - (d) "City" means the Corporation of the City of Markham and shall include, from time to time, any officer, council member, employee or agent of the City who has been authorized to act on the City's behalf;
  - (e) "Work" means the implementation of Private Plumbing Protection Measures:
    - (i) Installation of backwater valve on sanitary or storm lateral
    - (ii) Weeping tile/foundation drain disconnection and sump pump installation
    - (iii) Sanitary/storm lateral relining/repair
2. Information collected on this form will be used to assist City staff in making a decision on this application for rebate. Questions regarding this collection should be forwarded to the City Clerk. The completion of this form constitutes consent by the applicant to the collection, use, disclosure, storage, and destruction of the information contained herein by the City for the purpose for which it was collected pursuant to the *Municipal Freedom of Information and Protection of Privacy Act*.
3. A Property Owner will be entitled to receive a rebate if they meet all of the following requirements
  - (a) The Property must be serviced by City sewers.
  - (b) The Property is not the subject of any contraventions, work orders or outstanding municipal requirements;
  - (c) There are no outstanding municipal fines, arrears of taxes, fees or penalties assessed against the Property Owner;
  - (d) The completed work has been inspected and verified by the City's consultant and/or staff
4. The City may grant rebates for each Private Plumbing Protection Measure up to the following maximum amounts, for eligible costs only:

Private Plumbing Protection Measure	Maximum Rebate Amount
Backwater Valve – Indoor Installed on Sanitary Lateral	\$1,750
Backwater Valve – Indoor Installed on Storm Lateral	\$1,750
Backwater Valve – Outdoor Installed on Storm Lateral	\$2,000
Weeping Tile Disconnection and Redirect to Storm Lateral	\$3,000
Weeping Tile Disconnection and Sump Pump Installation	\$5,000
Lateral Reline/Repair – Storm	\$2,500
Lateral Reline/Repair – Sanitary	\$2,500

5. Eligible cost including:
  - (a) Material and labour costs for the implementation of the Private Plumbing Protection Measure;
  - (b) Permit fees;
  - (c) Consulting or inspection costs to determine appropriate Private Plumbing Protection Measures to be implemented on the Property, and
  - (d) Cost of downspout disconnection prior to the installation of backwater valve or sump pump.
6. The rebate shall not cover reimbursement for the following:
  - (a) Replacement of any interior finishes including drywall, painting or flooring, required to be undertaken as a result of the completion of the work
  - (b) Exterior restoration including landscaping, gardens, shrubs, trees, porches, decks, required or undertaken as a result of the completion of the work.
  - (c) Any labour undertaken by the Property Owner
7. Completed Work is defined as Work that is fully functional and acceptable as per Ontario Building Code Standards, and any City or other industry standards that may apply. Work is only deemed "Complete" upon meeting applicable standards and approval by the City Building Inspector. The City may inspect work at any time for completeness.
8. Before a backwater valve installed on sanitary sewer, all the downspouts have to be disconnected from the sewer system and weeping tile/foundation drain is not connected or has to be disconnected to the sanitary sewer.
9. A backwater valve can only be installed on the main service line of the property when it is a one dwelling unit. When there are multiple dwelling units on the property, a backwater valve has to be installed on branch line servicing each unit.
10. All Work, and inspection of Work, is to be coordinated by the property owner. The property owner is responsible for the on-going operation, maintenance and future replacement of all equipment installed as part of the Work.
11. The property owner must sign the City's application form and waiver form, releasing the City of Markham from any liability resulting from Work carried out as part of the Private Plumbing Protection Rebate Program.
12. Reimbursement will occur upon satisfactory review of the submitted required forms and associated documentation, and the Work being declared Complete accompanied with a copy of the detailed work invoice paid. A Cheque will be mailed out within 4-6 weeks of receipt of an acceptable and complete application.
13. The City reserves the right to accept or reject, at its sole discretion, any application or any part thereof.
14. At any time and for any reason, the City may terminate the Program and refuse any or all further applications. Any such decisions may be made at the City's sole discretion.
15. Failure to meet any or all conditions of the Terms and Conditions may result in application refusal, disbursement to any subsidy, and/or refusal of future applications to the Program.
16. The Private Plumbing Protection Rebate **is a one-time rebate.**

INITIAL HERE that you have read the  
Terms and Conditions

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Property Owner Initials



**DOCUMENT CHECKLIST - RETROACTIVE INSTALLATION APPLICATION**

<input type="checkbox"/>	ORIGINAL signed Retroactive Installation Application Form – 3 pages (include the initialed Terms and Conditions)
<input type="checkbox"/>	ORIGINAL signed Private Plumbing Protection Rebate Program Waiver Form - 2 pages
<p><b>Section A</b> Backwater Valve Installation</p>	<p><b>List of the Eligible Cost of Work:</b></p> <p>i) Material and labour costs for the installation of backwater valve: \$ _____</p> <p>ii) Permit fees (if applicable): \$ _____</p> <p>iii) Consulting or inspection cost: \$ _____</p> <p>iv) Downspout disconnection (material and labour): \$ _____</p> <p><b>Total Cost of Work(same to the amount on Page1 Section A): \$ _____</b></p> <p><b>List of Required Documents:</b></p> <p><input type="checkbox"/> a) Name of the contractor (business)</p> <p><input type="checkbox"/> b) Certificate of Qualification license number of the plumber completing the work (if applicable)</p> <p><input type="checkbox"/> c) Copy of Building Permits (s) and payment receipt (if applicable)</p> <p><input type="checkbox"/> d) Original receipts of the detailed invoices from the contractor performing the work</p>
<p><b>Section B</b> Weeping Tile Disconnection &amp; Sump Pump Installation</p>	<p><b>List of the Eligible Cost of Work:</b></p> <p>i) Material and labour costs for weeping tile disconnection: \$ _____</p> <p>ii) Material and labour costs for sump pump installation: \$ _____</p> <p>iii) Permit fees (if applicable): \$ _____</p> <p>iv) Consulting or inspection cost: \$ _____</p> <p>v) Downspout disconnection (material and labour): \$ _____</p> <p><b>Total Cost of Work(same to the amount on Page1Section B): \$ _____</b></p> <p><b>List of Required Documents:</b></p> <p><input type="checkbox"/> a) Name of the contractor (business)</p> <p><input type="checkbox"/> b) Certificate of Qualification license number of the plumber completing the work (if applicable)</p> <p><input type="checkbox"/> c) Copy of Building Permits (s) and payment receipt(if applicable)</p> <p><input type="checkbox"/> d) Original receipts of the detailed invoices from the contractor performing the work</p>
<p><b>Section C</b> Storm/Sanitary Lateral Repair/Relining</p>	<p><b>List of the Eligible Cost of Work:</b></p> <p>i) Material and labour costs for sanitary lateral repair/relining: \$ _____</p> <p>ii) Material and labour costs for storm lateral repair/relining: \$ _____</p> <p>iii) Permit fees (if applicable): \$ _____</p> <p>iv) Consulting or inspection cost: \$ _____</p> <p>v) Downspout disconnection (material and labour): \$ _____</p> <p><b>Total Cost of Work(same to the amount on Page1Section C): \$ _____</b></p> <p><b>List of Required Documents:</b></p> <p><input type="checkbox"/> a) Name of the contractor (business)</p> <p><input type="checkbox"/> b) Certificate of Qualification license number of the plumber completing the work(if applicable)</p> <p><input type="checkbox"/> c) Copy of Building Permits (s) and payment receipt(if applicable)</p> <p><input type="checkbox"/> d) Original receipts of the detailed invoices from the contractor performing the work</p>



CITY OF MARKHAM

PRIVATE PLUMBING PROTECTION REBATE PROGRAM WAIVER AND RELEASE FORM

This \_\_\_\_ day of \_\_\_\_, 20\_\_.

BETWEEN:

THE CORPORATION OF THE CITY OF MARKHAM, (the "City")
- and -

\_\_\_\_\_, (the "Property Owner(s)")
(Print name or names as applicable)

- of -

\_\_\_\_\_, (the "Property")
(Print address)

WAIVER AND RELEASE TERMS AND CONDITIONS - PLEASE READ CAREFULLY

- 1) I/We hereby certify that I am/we are the owner(s) of the above-referenced Property.
2) I/We, the Property Owner(s), exercising sole discretion, have allowed a contractor selected by me/us to implement Private Plumbing Protection Measures (the Work) on the Property's private plumbing systems.
3) The Work may include any of the following types of measures at the Property and may qualify me/us for a rebate based on compliance with the terms of the City's Pilot Private Plumbing Protection Program (the Program):
(a) Installation of backwater valve on sanitary or/and storm laterals (indoor or outdoor)
(b) Disconnection of weeping tile and installation of sump pump
(c) Lateral relining/repair
3) In consideration for our participation in the Program, I/we the Property Owner(s) understand, acknowledge, and agree as follows:
(a) The City's rebate for completed Work as part of the Program is not in any way deemed, construed, interpreted or implied to be an admission on the part of the City, 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 water systems;
(b) The means and methods utilized in the performance of the Work by the Property Owner's selected contractor are not controlled, induced or reviewed by the City. The City does not provide any warranty or guarantee in respect of the suitability, operation, or acceptance of the completed Work at the Property;

- c) The City makes no further representations or warranties regarding the Work, including any fitness for a particular purpose;
  - (d) I/We (for myself/ourselves, my/our heirs, executors, administrators, successors, assigns and invitees) WAIVE, RELEASE, AND FOREVER DISCHARGE the City, and its affiliates, elected officials, directors, officers, employees and agents (collectively the "Indemnitees") from any and all demands, claims, actions, or proceeding 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 City;
  - (e) I/We acknowledge and agree that the wastewater and storm water systems located on the Property are my/our 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 City of Markham's wastewater or stormwater system. I/We hereby agree to HOLD HARMLESS AND INDEMNIFY the Indemnitees from all claims, demands, damages, costs, expenses, actions and causes of action, whether in law or in equity, which they might sustain or incur, arising as a result of, or in any way connected with my/our failure to maintain or repair the Work
  - (f) In the event of a sale or lease of the Property, I/we agree to inform the purchaser or lessee of the Property of the completed Work and any applicable maintenance requirements.
- 4) I/We agree that this waiver shall be considered validly executed and delivered if sent by fax or in a .pdf (or other common electronic format) by e-mail. Such facsimile or e- mail copy shall be deemed to have the same force and effect as an executed original.
  - 5) I/We declare that the Property is not the subject of any contraventions, work orders or outstanding municipal requirements and there are no outstanding municipal fines, arrears of taxes, fees or penalties assessed against me/us.
  - 6) By signing below, I/we warrant that I/we have legal capacity to execute this waiver, and acknowledge I/we have read, understand, and agree to the terms and conditions set out above. I/we further acknowledge that I/we have not been induced to execute this wavier, and I/we have had the opportunity to obtain independent legal advice prior to signing this document.

It is specifically understood and agreed by the City that the undersigned will continue to retain any and all other legal rights and entitlements.

**IN WITNESS WHEREOF**, the Property Owner(s) has/have hereunto signed their name(s) at the times and placed indicated.

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

(date) (month) (yy)

at the City of Markham in the Province of Ontario.

<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> <p>PROPERTY OWNER Signature</p> <hr style="border: 0; border-top: 1px solid black; margin-top: 20px;"/> <p>PROPERTY OWNER Name (print)</p>	<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> <p>PROPERTY OWNER Signature</p> <hr style="border: 0; border-top: 1px solid black; margin-top: 20px;"/> <p>PROPERTY OWNER Name (print)</p>
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I/We represent that I/we am/are the owners of the Property as identified.