



PRIVATE PLUMBING PROTECTION REBATE PROGRAM

TECHNICAL REVIEW APPLICATION AND AGREEMENT - NEW INSTALLATION

(Private Plumbing Protection Measures Installed After June 15, 2020)

To be eligible, applications must be pre-approved by the City **prior** to proceeding with the work. To submit the application for pre-approval, please email this form to plumbingrebate@markham.ca or mail to:

Environmental Services Department, City of Markham
101 Town Center Boulevard, Markham, Ontario, Canada, L3R 9W3
ATTN: Private Plumbing Protection Rebate Program Coordinator
Tel: 905-477-5530 Fax: 905-479-7772

Or submit in Person:

Environmental Services Department, City of Markham
8100 Warden Avenue, Markham, Ontario, Canada, L6G 1B4

For more information on the program, including eligibility, submission requirements, and application process, please visit <https://www.markham.ca>.

Property Owner's Name:	
Address:	Postal Code:
Telephone - Home:	Telephone - Work:
E-mail address:	

For Office Use Only	Application File Number			
Ownership	Owner		Tenant	
Year of Construction				
Property Taxes	Current		Outstanding	
Legal Clearance	Yes		No	
Application Status	Initial Approval	Pending	Denied	Closed



Please complete application and include a copy of the following documentation:

- Detailed proposed work listing (application form)
- Detailed diagram of the proposed work (application form)
- Signed Terms and Conditions
- Signed Waiver and Release Form
- Itemized quote for proposed work (prepared by a licensed plumber within 3 months of the application)

Detailed Proposed Work Listing

This section to be completed by a licensed plumber

- CCTV Inspection of Sanitary or Storm Laterals (Inspection records is required to be uploaded at later stage of the review process)
- Downspout Disconnection from the Sewer System (Pictures required)
- Indoor BWV on Sanitary Lateral (CCTV required)
- Outdoor BWV on Sanitary Lateral (CCTV required)
- Indoor BWV on Storm Lateral (CCTV required)
- Outdoor BWV on Storm Lateral (CCTV required)
- Weeping Tile Disconnection from Sanitary System and Sump Pump Installation (CCTV required)
- Sanitary Lateral Repair/Relining (CCTV required)
- Storm Lateral Repair/Relining (CCTV required)



Detailed Diagram of the Proposed Work - Interior Work

Drawing must indicate pipe (type, material, and diameter), any existing backwater valves and foundation drainage/weeping tile connections, along with the location of stairs, exterior walls (double line) and interior walls (single line).

To be completed by a licensed plumber

Contractor Comments

Contractor Name	Contractor Signature	Date (DD/MM/YY)

Legend

SAN-BWV	Sanitary Backwater valve	LT	Laundry tub
STM-BWV	Storm Backwater valve	S	Shower
SAN-C/O	Sanitary Clean out	SP	Sump pump
STM-C/O	Storm Clean out	ST	Stack
F	Furnace	W/C	Water closet
FD	Floor drain	WM	Water meter
HW	Hot water tank	WTC	Weeping Tile Connection

For Office Use Only (City of Markham's Service Provider to complete)

I, the undersigned, have reviewed the detail diagram and approve proceeding with the interior work.

Name of Service Provider	Signature of Service Provider	Date (DD/MM/YY)



Detailed Diagram of the Proposed Work - Exterior Work

Drawings should also indicate pipe (material, diameter, length/distance to property line), any existing backwater valves, exterior walls (double line) and any unique features (City trees, driveway, sidewalk).

To be completed by a licensed plumber

Contractor Comments

Contractor Name	Contractor Signature	Date (DD/MM/YY)

Legend

STM-BWV	Storm Backwater valve	STM-C/O	Storm Clean out
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For Office Use Only (City of Markham’s Service Provider to complete)

I, the undersigned, have reviewed the detail diagram and approve proceeding with the interior work.

Name of Service Provider	Signature of Service Provider	Date (DD/MM/YY)



Terms and Conditions – New Installation Application

1. In these Terms & Conditions
 - (a) "New Installation" means a Private Plumbing Protection Measure implemented after June 15, 2020;
 - (b) "Property Owner" means the registered owner of the property in the City of Markham
 - (c) "Program" Private Plumbing Protection Rebate Program defined in By-law 2020-45;
 - (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 (indoor or outdoor)
 - (ii) Weeping tile/foundation drain disconnection from the sanitary system 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 was built prior to 1985, or demonstrate existence of flood risk in the area
 - b) The property is not subject to any contraventions, work orders or outstanding municipal requirements
 - c) No outstanding municipal fines, tax payments, or fees
 - d) The property owner has obtained approval of the work from the City prior to installation
 - e) Downspouts have been disconnected from the City's sewer system
 - f) The property owner provides the necessary documentation required in the application forms, and complies with program requirements
 - g) The property owner has obtained any necessary permits for the new installation
 - h) The new installation adheres to the *Building Code Act, 1992*, S.O. 1992, c. 23 and the Ontario Building Code O. Reg. 332/12, as amended or any successor thereof;
 - i) The property owner signs a release form in favour of the City
 - j) The work is not required as part of other works in meeting Ontario Building Code requirements
 - k) The deadline to obtain the pre-approval and building permit is April 30, 2020; the deadline for a rebate applications is July 31, 2022
4. The City may grant rebates for each Private Plumbing Protection Measure up to the following maximum amounts, for eligible costs only:

Backwater Valve – Indoor Installed on Sanitary Lateral	\$1,750
Backwater Valve – Indoor Installed on Storm Lateral	\$1,750
Backwater Valve – Outdoor Installed on Sanitary Lateral	\$2,000
Backwater Valve – Outdoor Installed on Storm Lateral	\$2,000
Weeping Tile - Disconnected from Sanitary Lateral and Redirect to Storm Lateral by gravity connection	\$3,000
Weeping Tile - Disconnected from Sanitary Lateral 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) Cost for pre-approved CCTV inspection undertaken by homeowner;
 - (c) Permit fees;
 - (d) Consulting or inspection costs to determine appropriate Private Plumbing Protection Measures to be implemented on the Property, and
 - (e) Cost of downspout disconnection prior to the installation of backwater valves 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 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 lateral, all the roof downspouts have to be disconnected from the sewer system and weeping tile/foundation drain is not connected or has to be disconnected from 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 the 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 from any liability resulting from Work carried out as part of the Program.
12. Reimbursement will occur upon satisfactory review of the submitted required forms (Part 2 of the Application) 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, disentanglement to any subsidy, and/or refusal of future applications to the Program.
16. The Private Plumbing Protection Rebate **is a one-time rebate.**

A diagram consisting of a large blue-outlined arrow pointing to the right. Inside the arrow's body is a white rectangular box containing the text "INITIAL HERE that you have read the Terms and Conditions". To the right of the arrow's tip is a white rectangular box containing a horizontal line and the text "Property Owner Initials" below it.

INITIAL HERE that you have read the
Terms and Conditions

Property Owner Initials



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.

<p>_____</p> <p>PROPERTY OWNER Signature</p> <p>_____</p> <p>PROPERTY OWNER Name (print)</p>	<p>_____</p> <p>PROPERTY OWNER Signature</p> <p>_____</p> <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.