



**Financial Assistance Application Form
Sanitary System Downspout Disconnection Program**

Owner:			
Address:		Postal Code:	
Telephone - Home:		Telephone - Work:	
E-mail address (optional):			
Disconnection of Downspout(s) from the Sanitary Sewer System			
Itemized Work/Materials	Receipts Provided	Cost (\$) (Including H.S.T.)	City Use Only
Total Cost (s)			
Reimbursement Amount (Total Cost x 80% , maximum \$500)			Approved By:
Rainbarrel (If Applicable)		Cost (\$) (Including H.S.T.)	City Use Only
Total Cost (please include original receipt)			
Reimbursement Amount (Total Cost x 100% , maximum \$150)			Approved By:
RELEASE AND WAIVER			
<p>I HEARBY CERTIFY THAT I AM THE OWNER OF THE PROPERTY IDENTIFIED HEREIN AND THAT THE EXPENSES AND COSTS LISTED ABOVE ARE ACCURATE AND PROPERLY INCURRED. I HAVE READ, UNDERSTAND AND ACCEPT THE "TERMS AND CONDITIONS FOR FINANCIAL ASSISTANCE" ATTACHED TO THIS FORM.</p> <p>IN CONSIDERATION OF ME SUBMITTING THIS APPLICATION, I HEREBY RELEASE, WAIVE AND DISCHARGE THE CORPORATION OF THE CITY OF MARKHAM ("CITY") OF AND FROM ANY AND ALL LIABILITY FOR ANY CLAIMS, DEMANDS, COSTS, EXPENSES, ACTIONS AND CAUSES OF ACTION WHICH MIGHT ARISE OUT OF OR RESULTING FROM THE WORK CARRIED OUT AS PART OF THE SANITARY SYSTEM DOWNSPOUT DISCONNECTION PROGRAM ("PROGRAM"). I FURTHER AGREE TO INDEMNIFY AND HOLD THE CITY HARMLESS FROM ANY AND ALL LIABILITY FOR ANY CLAIMS, DEMANDS, COSTS, EXPENSES , ACTIONS, CAUSES OF ACTION ARISING OUT OF OR RESULTING FROM THE WORK CARRIED OUT AS PART OF THE PROGRAM WHICH INCLUDES BUT IS NOT LIMITED TO ANY DAMAGE TO PROPERTY OF PERSONAL INJURY TO ANY THIRD PARTY.</p>			
Date:		Owner (signature):	
City Use Only			
Date Application Received:		Disconnection Lot Inspection Performed:	

Information collected on this form will be used to assist City staff in making a decision on this application for financial assistance. 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*.**

Waterworks, City of Markham
8100 Warden Avenue, Markham, Ontario, Canada, L6G 1B4
Downspout Disconnection Program Coordinator
Tel: 905-477-7000 X 2618 Fax: 905-479-7772
Email: waterworks@markham.ca

Terms and Conditions for Financial Assistance

1. In these Terms & Conditions
 - (a) "Application Form" means the "Financial Assistance Application Form, Sanitary System Downspout Disconnection Program," attached hereto;
 - (b) "Completed Work" means Work that is completed, fully functional and has been inspected and verified as complete by the City;
 - (c) "Homeowner" means the registered owner of the property as identified on the "Financial Assistance Application Form" attached hereto;
 - (d) "Manager of Waterworks - System Engineering" means the person designated as the Manager of Waterworks - System Engineering for the City of Markham, or his or her designate;
 - (e) "Notice" means the Disconnection Notice letter delivered to Homeowners whose downspouts are connected to the sanitary sewer system;
 - (f) "Program" means Sanitary System Downspout Disconnection Program as approved by City Council on March 18, 2013;
 - (g) "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;
 - (h) "Work" means:
 - (i) Disconnection of downspouts from the sanitary sewer system; and
 - (ii) Sealing of the downspout connection below ground level by using a cover, mechanical plug or cement paste as required by the City and as identified on the Notice.
2. The Homeowner acknowledges and agrees that any Work undertaken or completed prior to the Homeowner receiving Notice from the City shall not be eligible for funding.
3. The Homeowner acknowledges and agrees that to be eligible to apply for financial assistance from the City that the Homeowner shall undertake and complete the following:
 - (a) complete and sign the Application Form attached hereto to the satisfactions of the Manager of Waterworks - System Engineering, including the Release and Waiver, releasing the City from any liability resulting from work carried out as part of the Sanitary System Downspout Disconnection Program;
 - (b) undertake and complete all Work as identified on the Notice in a manner that is satisfactory to the Manager of Waterworks - System Engineering for the City;
 - (c) once the Work has been completed, contact Waterworks Department to arrange for an inspection of the Work by City Staff;
 - (d) provide all original/photocopy of invoices, receipts and documentation as requested by the Manager of Waterworks - System Engineering in support of the claim made for financial assistance.
4. The Homeowner acknowledges and agrees that, if the Work has been carried out by homeowner, if approved, the City will reimburse for materials or parts only. Any labour undertaken by the Homeowner, to reduce contractor costs, will not be eligible for reimbursement under the Program.
5. The Homeowner acknowledges and agrees that he/she shall not be eligible to receive, and the City shall not be obliged to provide, financial assistance to cover reimbursement for the following:
 - (a) replacement of any interior finishes including drywall, paints, 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.
6. Notwithstanding section 5 (b). The City may, at its own discretion, provide the Homeowner with financial assistance to cover reimbursement for small quantities of concrete, asphalt, top soil and sod measuring less than 2 square meters for each item provided that the concrete, asphalt, top soil and sod are required as a result of the completion of the Work.
7. Notwithstanding section 5 (b). The City may, at its own discretion, provide the Homeowner with financial assistance to cover reimbursement for minor modifications of eavestroughs that are required as a result of the completion of the Work.
8. The Homeowner acknowledges and agrees that he/she shall apply for all necessary permits from the City where required and shall not undertake or cause any work to be undertaken prior to receipt of any required permits.
9. The Homeowner acknowledges and agrees that the Work required by and/or inspected by the City does not in any way provide a warranty or guarantee that basement flooding will never occur again at the property.
10. The Homeowner acknowledges and agrees that he/she will only be eligible for reimbursement for Completed Work when and if the Manager of Waterworks - System Engineering declares the work is complete.
11. The Homeowner acknowledges and agrees that the completion of the Application Form and undertaking all or part of the Work required by the City in no way guarantees that the Homeowner will be eligible to receive, nor obliges the City to provide funding pursuant to this Program.
12. The Homeowner acknowledges and agrees that the City has sole discretion to determine when and if financial assistance will be provided to the Homeowner for the Completed Work pursuant to this program.
13. The Homeowner acknowledges and agrees that in order to be eligible for financial assistance, that the Completed Work must be finalized and declared as completed by the Manager of Waterworks - System Engineering. The Homeowner has twelve (12) months from the date of the Notice to make application for financial assistance.
14. The Homeowner acknowledges and agrees that any funding that he/she may be eligible to receive under this program for Completed Work may be up to 80% of the cost of the Completed Work up to a maximum of \$500.00.
15. The Homeowner acknowledges and agrees that any funding that he/she may be eligible to receive under this program for the purchase of a rainbarrel is the total cost of the rainbarrel up to a maximum of \$150.00.