



THE REGIONAL MUNICIPALITY OF HALTON
ENHANCED BASEMENT FLOODING PREVENTION
SUBSIDY PROGRAM WAIVER FORM

This _____ day of _____, 20_____.
(date) (month) (yy)

B E T W E E N:

THE REGIONAL MUNICIPALITY OF HALTON, (the “**Region**”)

– 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 storm water systems to promote the drainage of storm water from around and under the Property’s building foundation as part of the Region’s Enhanced Basement Flooding Prevention Subsidy Program (the “**Program**”).
- 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 disconnection of the downspouts from the wastewater system;
 - (b) the disconnection of the weeping tile system from the wastewater system lateral and reconnection to a sump pump system;
 - (c) the discharge of the sump pump to the outside of the home;
 - (d) the disconnection of exterior storm drains from the wastewater system
 - (e) installation of a pipe from the gravel backwater valve pits to the sump pits for continual drainage; or
 - (f) such other work as may be included in the Program by the Region.
- 3) In consideration of the promises and obligations contained herein, the Homeowner, understands, acknowledges, and agrees as follows:
 - (a) The Region’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 Region, 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 Homeowner’s selected contractor are not controlled, induced or reviewed by the Region. The Region



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 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 Region;
- (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 format) by e-mail. Such facsimile or email 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 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 Regional Municipality of Halton 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) (yy)

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 owners of the Property as identified.