

**City of Niagara Falls
Weeping Tile Removal Assistance Program (WRAP)
Application Form**

Property Information

Street Address:	
City: Niagara Falls	Postal Code:

Property Owner Information

First Name:	Last Name:
Mailing Address (if different than above):	
City:	Postal Code:
Phone No.:	Email:

Purpose of Application (check all that apply)

Work	Subsidy Amount
<input type="checkbox"/> Weeping Tile Investigation / Disconnection including Sump Pump and Back-up	100% to a Maximum of \$4,000.00 (including Tax)
<input type="checkbox"/> Backwater Valve and Weeping Tile Investigation	100% to a Maximum of \$1,200.00 (including Tax)

Release:

I hereby certify that I am the owner of the property herein and I have read and understand the program terms and conditions.

Owner Signature	Date:
The personal information collected on this form is collected under the authority of the Municipal Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c. M.56, s. 28 and will be used to administer the WRAP program. Questions about the collection of this information should be addressed to the Clerk's Department at 4310 Queen Street, Niagara Falls, Ontario, L2E 6X5 or call 905-356-7521	

Return Completed Application Form and Release and Acknowledgement Form to:

City of Niagara Falls Municipal Works Department Phone: 905-356-7521 x 4211 or 4212
 4310 Queen Street, P.O. Box 1023 Email: WRAP@niagarafalls.ca
 Niagara Falls, ON L2E 6X5 www.niagarafalls.ca

For Office Use Only	
Cartograph ID:	Application No.:
Approval Date:	Application Expiry Date:
Subsidy Date:	Signed:

City of Niagara Falls
Weeping Tile Removal Assistance Program (WRAP)
Application Terms and Conditions for Subsidy Funding

1. The Property Owner must fill out and sign the appropriate application and waiver form, releasing the City of Niagara Falls from any liability resulting from Work carried out as part of the Weeping Tile Removal Assistance Program.
2. The City's decision to subsidize the completed Work is in no way an admission on the part of the City, its councilors, officers, employees or agents of liability or responsibility for past or future backups of the City's wastewater system or basement flooding
3. The Property Owner shall agree to indemnify, defend and hold harmless the City, its elected and appointed officials, employees and agents, from and against any and all claims, losses, damages, actions, causes of action, costs of expenses (including but not limited to legal fees, disbursements and taxes on a solicitor-client basis), that may arise from or out of the construction and/or maintenance of the Completed Work or that are in any way associated with the Completed Work and further agree not to use the performance of or the City's payment of any portion of the costs associated with the Complete Works as evidence in any claim or legal proceeding that may arise as a result of the Work and/or Completed Work.
4. The performance of the Completed Work in no way deems anything located on the Property now or in the future as being part of the City's wastewater or storm system; and
5. In the event of a sale or lease of the Property, the Property Owner will inform the purchaser or lessee of the existence of the Completed Work installed and the applicable maintenance requirements.
6. Work is defined as either:
 - the disconnection of weeping tiles from the sanitary sewer system and/or;
 - the disconnection of a sump pump from the sanitary sewer system and/or;
 - the installation of a backwater valve.
7. A subsidy grant shall not exceed \$5,200.00, including HST, per property. A grant will only be awarded for the maximum amount outlined on the Approved Work Form. The Contractor must submit with their invoice to the City a copy of the original invoice or estimate if less than \$5,200.00 for Contractor's work, labour and materials used to complete the eligible works.
8. A basement flood is defined as a backup (surcharge) of the sanitary sewer system into the basement.
9. Projects completed prior to contacting and receiving approval from the City of Niagara Falls will not be eligible for funding.
10. To qualify for the weeping tile disconnection subsidy, the work must include the following minimum requirements:
 - 1/3 HP submersible sump pump
 - 450mm diameter x 750mm deep sump pit with a lid that is removable for maintenance
 - A water powered backup sump pump, or if no suitably sized water supply is available a battery powered backup sump pump with a marine battery.
11. To qualify for the backwater valve subsidy, the property owner must use a Mainline Fullport Backwater Valve, as this is currently the only backwater valve approved in the Province of Ontario for home installation on the main sanitary sewer lateral. Installation of a backwater

valve must be approved by the City and will be based upon previous recorded basement flooding.

12. Reimbursement will not be provided for replacing interior finishes, such as drywall, paint or flooring or for exterior restoration, such as landscaping, gardening, sod, trees, porches, decks, concrete or asphalt.
13. If plugged or blocked weeping tiles/foundation drains and/or private side sewer laterals are discovered upon excavation for disconnection, the Property Owner may choose to undertake remedial action; however, the City of Niagara Falls will not reimburse these costs.
14. Labour provided by the Property Owner, is not eligible for reimbursement under the program.
15. All subsidized work must be completed by a licensed plumber.
16. It is the responsibility of the Property Owner to apply for and receive a sewer permit from the City of Niagara Falls Building Department before work is initiated. The property owner may designate their contractor to apply for the permit on their behalf. A copy of the Building Permit must be included with the final invoice in order for the subsidy to be processed.
17. Completed work is defined as work that is fully functional and acceptable under industry standards. Work is only deemed "Complete" upon meeting Ontario Building Code standards and passing inspection by a City of Niagara Falls Building Inspector.
18. The completion and final inspection of all work, is to be coordinated by the Property Owner.
19. All of the approved work must be completed before the grant is released. Confirmation and proof of the completed works must be provided with the contractor's final invoice.
20. Following installation, the Property Owner will own and be responsible for the ongoing operation and maintenance of all materials and equipment installed as part of the work, including any associated costs.
21. The work will provide a degree of protection to the Property Owner, however, **there are no guarantees that basement flooding will never occur.**
22. **Property Owners should refrain from using water and plumbing fixtures during severe rainstorms since the flows may not be able to enter the sanitary sewer and may back up in the basement through floor drains, sinks, tubs, showers, or other low elevation openings.** The Mainline Fullport Backwater Valve is available with a clear cover which may be used to inspect sewer drain performance during such rainstorms.

Release:

I hereby certify that I am the owner of the property herein and I have read and understand the program terms and conditions.

Owner Signature	Date:
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**City of Niagara Falls
Weeping Tile Removal Assistance Program (WRAP)
Waiver, Release and Acknowledgement Form**

TO: The Corporation of the City of Niagara Falls, (the "City")

FROM: _____
The "Property Owner" (PLEASE PRINT)

RE: _____
The "Property" (INSERT ADDRESS - PLEASE PRINT)

WHEREAS I, the Property Owner, at my sole discretion, have performed Work to the Private Property's storm water and wastewater systems as part of the City of Niagara Falls Weeping Tile Removal Assistance Program (WRAP).

ACKNOWLEDGMENT:

I have made myself informed about the City of Niagara Falls Weeping Tile Removal Assistance Program (WRAP) including the terms and conditions and hereby provide the City of Niagara Falls with the following waiver, release and acknowledgement of liability and indemnification agreement:

RELEASE:

I hereby certify that I am the owner of the Property and I hereby agree that the City's decision to subsidize the completed Work is in no way an admission on the part of the City, its councilors, officers, employees or agents of liability or responsibility for past or future backups of the City's wastewater system or basement flooding; and

I hereby agree to indemnify, defend and hold harmless the City, its elected and appointed officials, employees and agents, from and against any and all claims, losses, damages, actions, causes of action, costs of expenses (including but not limited to legal fees, disbursements and taxes on a solicitor-client basis), that may arise from or out of the construction and/or maintenance of the Completed Work or that are in any way associated with the Completed Work and further agree not to use the performance of or the City's payment of any portion of the costs associated with the Complete Works as evidence in any claim or legal proceeding that may arise as a result of the Work and/or Completed Work.

I hereby agree that the existing wastewater and storm systems located on the Property are my responsibility and that I am is responsible for future maintenance and upkeep of any of the Completed Work located on the Property; and

I hereby agree that the performance of the Completed Work in no way deems anything located on the Property now or in the future as being part of the City's wastewater or storm system; and

I hereby agree that in the event of a sale or lease of the Property, I will inform the purchaser or lessee of the existence of the Completed Work installed and the applicable maintenance requirements.

IN WITNESS WHEREOF, the Property Owner and the City have hereunto signed their names at the time and places indicated:

IN WITNESS WHEREOF, the Property Owner has on the _____ day of _____, 202__ signed this Release and Acknowledgement Form.

Signed, sealed & delivered)	
In the presence of:)	
)	
)	
)	
_____)	_____
(Witness Signature))	(Property Owner Signature)
)	
)	
_____)	_____
Witness Name (Please print))	Property Owner Name (Please print)