



## **Tavistock Drainage Disconnect Grant Program**

- Existing and new disconnects are eligible
  - Existing disconnects will be reviewed to determine inspection requirements and compliance with standards
  - New disconnects require inspection and verification by the Township – please ensure the Township is contacted to inspect and verify the work prior to backfilling
- The Engineer Advice Program is still operational. New disconnects should be carried out in conjunction with the Disconnect Advice Program. Doing so will ensure the work complies with Township and County standards. It will also help to coordinate inspection of the work.
- The program pays 50% of eligible costs, up to a maximum of \$1,500
- Eligible costs include verifiable, invoiced costs associated with disconnecting from the storm sewer system, sump pump installation, disconnecting storm/footing tile connections from the sanitary sewer, and improvements to the sanitary sewer connection, such as installation of backflow prevention.
- All work must be in accordance with the Township's Municipal Servicing Standards and County Sanitary Sewer Connection Standards. A diagram showing the connection standard is included in this package.
- All disconnections must be inspected and verified by the Township. New disconnections must be inspected prior to backfilling.
- Applicants will be required to complete an application form and supply the required documentation.
- Applicants will be required to enter into an agreement with the Township that will be registered on title. The agreement is required to inform future purchasers that a drainage disconnect was completed and it must be maintained in the future.
- This program runs until December 31, 2008.
- From the time of submission, complete applications will require 4 – 6 weeks for inspection, agreement registration and payment processing.

### ***Special Provisions:***

#### **Property Ownership Change**

Properties that have changed ownership are eligible for the program. The owner that actually incurred the disconnection cost is eligible for payment. The applicant is required to have the current property owner sign the agreement to be registered on title and verify the disconnection has not be reversed or altered. Additional inspections may be required by the Township.

**Loan Program**

Property owners currently enrolled in the Interest Free Loan Program are eligible for the grant program. Each case will be reviewed on an individual basis to determine the amount eligible and disposition of the loan balance. The loan program will be discontinued with the introduction of the grant program.

**“Sweat Equity”**

Applicants that carried out a significant portion of the disconnection using their own labour, may be eligible for re-imbusement of a higher percentage of the actual costs. The program will not pay more than 100% of the actual invoiced costs.

**More Information**

For more information on this program, please contact the Township of East Zorra-Tavistock.

Phone: 519.462.2697

Email: [ezt@twp.ezt.on.ca](mailto:ezt@twp.ezt.on.ca)



## Tavistock Drainage Disconnect Grant Program

### Application Checklist

**Applicant Responsibilities:**

- Read and understand program information, application and agreement
- Application form completed and signed by all property owners
- Copies of invoices attached
- Legal Description and address of property completed on all 3 copies of Page 1 of the Tavistock Drainage Disconnect Agreement (Can be completed by Township)
- All 3 copies of Page 3 of the Tavistock Drainage Disconnect Agreement signed by all current property owners
- Application Checklist (this page) completed and included with application

**Township Responsibilities:**

Action	Completed by	Date
Application received		
Application entered into "Tracking System"		
Application reviewed for completeness		
Township disconnect records checked to determine inspection requirements		
Required inspection completed		
Disconnection verified and records attached		
Disconnection costs reviewed		
Disconnection costs approved for payment		
Township officials sign agreement		
Agreement sent for registration on title		
Agreement registered and registration record attached		
Payment Issued	Chq#	
Payment, copy of the application and copy of the agreement with registration document mailed to applicant		
Copy of the application and agreement with registration document filed in the property file		
Original application, agreement and all supporting documents consolidated and filed in Drainage Disconnect Program File		
Application closed in "Tracking System"		



Township of East  
Zorra-Tavistock



## Tavistock Drainage Disconnect Grant Program Application Form

Name(s): \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ Province: \_\_\_\_\_ Postal Code: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Civic Address: \_\_\_\_\_ Property Roll#: \_\_\_\_\_

Can be completed by the Township

Applicant currently owns property:     Yes             No

Name payment is to be made to: \_\_\_\_\_

Date Disconnect Completed: \_\_\_\_\_

Disconnect Completed by: \_\_\_\_\_ Phone#: \_\_\_\_\_

**Drainage Disconnect Invoice Listing.**

Paid to	Date Paid	Amount
<b>Total Disconnection Cost</b>		

*Attach copies of all invoices listed. Use reverse side for additional invoices. See program details for eligible expenses.*

Funding Calculation: Total Disconnection Cost \_\_\_\_\_ X 50% = \_\_\_\_\_

Over \$1,500 funding allocation = \$1,500

***This application must be signed by all property owners.***

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

3 copies of the Tavistock Drainage Disconnect Agreement follow. All 3 copies must be signed and submitted with the application.

**TOWNSHIP OF EAST ZORRA-TAVISTOCK  
TAVISTOCK DRAINAGE DISCONNECT AGREEMENT**

**AGREEMENT** made in Triplicate this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**BETWEEN:** \_\_\_\_\_  
\_\_\_\_\_

hereinafter called the "Owners"  
**OF THE FIRST PART**

- and -

**THE CORPORATION OF THE TOWNSHIP OF EAST ZORRA-TAVISTOCK**  
hereinafter called the "Township"  
**OF THE SECOND PART**

**WHEREAS** the Council of the Township of East Zorra-Tavistock has approved a Tavistock Drainage Disconnect Program for property owners that make improvements to their storm and sanitary drainage connections, in accordance with the Township of East Zorra-Tavistock and County of Oxford standards;

**AND WHEREAS** The Owners represent that they are the registered Owners of the lands described in Section 1 of this agreement and have applied to the Township of East Zorra-Tavistock for funding under the Tavistock Drainage Disconnect Program;

**AND WHEREAS** the Owner's Application under the Tavistock Drainage Disconnect Program has been approved by the Township;

**WITNESSETH** that, in consideration for the approval of the said Application and conditions of such approval, the parties hereto covenant and agree one with the other as follows:

1. The lands affected by this Agreement are legally described as:

\_\_\_\_\_  
\_\_\_\_\_

and are hereinafter referred to as the "subject lands".

2. The Owners warrant the following:
  - a. That the work described in the Tavistock Drainage Disconnect Program Application Form has been completed and paid for as set out in the application.
  - b. That the work completed under the Tavistock Drainage Disconnect Program will not be reconnected or connected in another matter contrary to the Township of East Zorra-Tavistock and County of Oxford standards.
  - c. That the work completed under the Tavistock Disconnect Program will not be modified, unless written approval is granted by the Township of East Zorra-Tavistock prior to any modification taking place.
  - d. That the Township of East Zorra-Tavistock and County of Oxford will not be held liable for future sewer backup claims and damages.
3. The Owner hereby grants to the Township, its employees, servants, agents and contractors, a license to enter the subject lands for the purpose of inspection of the works and the lands or for any other purpose pursuant to the rights of the Township under this Agreement.
4. This agreement will be registered on the land for an indeterminate period of time and the Township shall be solely responsible for the expenses associated with the preparation and registration of notice of this Agreement.
5. It is understood and agreed that, after this Agreement has been registered on title to the subject lands, it shall not be released by the Township. After all terms and conditions of this Agreement have been complied with to the satisfaction of the Township, the Township, upon request and at the Owner's expense, shall issue a Certificate of Compliance certifying compliance with this Agreement to the date of the Certificate.
6. The covenants, agreements, conditions and understandings herein contained on the part of the Owner shall run with the land and shall enure to the benefit of and be binding upon the parties hereto and their heirs, executors, administrators, successors and assigns, as the case may be.
7. Nothing in this Agreement constitutes a waiver of the Owner's duty to comply with any By-law of the Township or any other law.
8. The Owners agree on behalf of themselves, their heirs, executors, administrators and assigns to save harmless and indemnify the Corporation of the Township of East Zorra-Tavistock from all losses, damages, costs, changes and expenses which may be claimed or recovered against the Corporation by any person or persons arising either directly or indirectly as a result of any action taken by the owners pursuant to this agreement.

- 9. All words importing the singular only shall include the plural; words importing the masculine only shall include the female, and words importing a person shall include corporation.
- 10. This agreement shall be governed by, construed and interpreted in accordance with the laws of the Province of Ontario and any disputes arising hereunder shall be decided pursuant to the jurisdiction of the Superior Court of Justice, Ontario.

**IN WITNESS WHEREOF** the respective parties have executed this Agreement.

**SIGNED, SEALED and DELIVERED**  
in the presence of

**OWNERS**

\_\_\_\_\_

\_\_\_\_\_  
Witness

\_\_\_\_\_

**THE CORPORATION OF THE  
TOWNSHIP OF EAST ZORRA-  
TAVISTOCK**

\_\_\_\_\_  
Mayor  
Donald E. McKay

\_\_\_\_\_  
Chief Administrative Officer/Clerk  
Jeff Carswell

We have authority to bind the Corporation

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8. The Owners agree on behalf of themselves, their heirs, executors, administrators and assigns to save harmless and indemnify the Corporation of the Township of East Zorra-Tavistock from all losses, damages, costs, changes and expenses which may be claimed or recovered against the Corporation by any person or persons arising either directly or indirectly as a result of any action taken by the owners pursuant to this agreement.

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