



## Sanitary Sewer Backflow Installation Program Confirmation and Acknowledgment Form

I \_\_\_\_\_ am a registered landowner of lands legally described as  
(Print Legal Name)

\_\_\_\_\_ (the "Lands") located within the boundaries of  
(Legal Land Description)

the Town of Edson (the "Town"). I hereby confirm and acknowledge the following:

1. I have applied to the Town for reimbursement of 50% of the costs of a installing a new sanitary sewer backflow prevention device on the Lands pursuant to the Town's current Sanitary Sewer Backflow Installation Program (the "Program").
2. I have read and understood all of the Program's parameters, requirements and limitations provided by the Town and posted to the Town's website, including but not limited to, the following:
  - a. I am the sole party responsible for all initial costs of work completed in relation to the installation of a new sanitary sewer backflow prevention device on the Lands and the Town shall have no obligation to pay any contractors I hire in relation to such work.
  - b. The maximum reimbursement for a sanitary sewer backflow prevention device under the Program is 50% of the costs of installation. The Town reserves the sole right to review all installation costs, request additional information from the myself or the party that completed the installation, and decide on whether any and/or all of the costs are not eligible for reimbursement by the Town pursuant to the Program.
  - c. The budget for the Program is limited and may be subject to change in a given year. Further, even if my application for reimbursement is approved by the Town in a given year, there is no guarantee that I will receive reimbursement during that year.
  - d. There are certain requirements that I must fulfil in order to be eligible for reimbursement under the Program, including but not limited to, a requirement to:

- i. submit a complete application and any requested information to the Town prior to completing or authorizing any work related to the installation of a sanitary sewer backflow prevention device on the Lands;
  - ii. arrange for and provide access to the Town, for an inspection of the location where the sanitary sewer backflow prevention device is expected to be installed on the Lands, prior to completing or authorizing such work;
  - iii. have all work related to the installation of the sanitary sewer backflow prevention device on the Lands be completed by a certified plumber once I have confirmed budget is available; and
  - iv. pay all costs of the installation of the sanitary sewer backflow prevention device on the Lands and submit a copy of the invoice for such work, along with confirmation of payment, to the Town.
3. A sanitary sewer backflow prevention device does not provide a 100% guarantee that backflow of sanitary sewer will not occur. Sanitary sewer backflow prevention devices must be maintained in accordance with the manufacturer's recommendations. Regardless of any discussions I have had with the Town or any reimbursement provided by the Town in relation to the Program, it is my sole obligation and responsibility, as the legal owner of the Lands, to ensure such maintenance occurs. Further, I am also solely responsible for any necessary repair or replacement of sewer backflow prevention devices located on the Lands.
4. Regardless of any reimbursement of or contribution towards the costs of a sanitary sewer backflow prevention device installed on the Lands, I remain the legal owner of the sanitary sewer backflow prevention device installed on the Lands.
5. The Town assumes no liability in relation to any sanitary sewer backflow prevention devices installed on the Lands, whether or not a portion of the costs for such installation were reimbursed by the Town pursuant to the Program. In that respect, I forever release and discharge the Town, and its duly authorized employees, agents, contractors and other representatives, of and from any and all manner of actions, causes of action, suits, debts, dues, accounts, bonds, covenants, contracts, claims and demands whatsoever against which I ever had, now have or may have by reason of any cause, matter or thing whatsoever existing up to the present time including, without limitation, arising from the installation of a sanitary sewer backflow prevention device on the Lands.
6. I am signing this form having been given the full opportunity to review the same and seek proper and independent legal advice. I am signing this form freely and voluntarily without any duress or coercion whatsoever and I am fully aware of the contents thereof.

Date: \_\_\_\_\_

Legal Landowner Name (print) \_\_\_\_\_

Legal Landowner signature: \_\_\_\_\_

Witness Name (print): \_\_\_\_\_

Witness Signature: \_\_\_\_\_

**Bottom portion to be filled out after Backflow device has been installed and invoice paid**

Town representative \_\_\_\_\_

Home/business owner \_\_\_\_\_

Date \_\_\_\_\_

Copy of receipt attached \_\_\_\_\_ YES/NO \_\_\_\_\_

Amount to be reimbursed \_\_\_\_\_