

The Corporation of the Town of Essex

By-Law Number 2366

Being a By-Law to Establish a Subsidy Program in
the Town of Essex

WHEREAS the Municipal Act, 2001, S.O. 2001, C.25, as amended, provides that municipalities may pass by-laws respecting water and sewer services;

WHEREAS Section 107 of the Municipal Act, 2001, S.O. 2001, C.25, as amended, provides that a municipality may make grants to any person, group or body, including a fund, for any purpose that Council considers to be in the interests of the municipality;

WHEREAS the Council of The Corporation of the Town of Essex recognizes the need to reduce excess flows into the Town’s sanitary and Stormwater systems by various means;

AND WHEREAS the Council of The Corporation of the Town of Essex has determined that it is in the interest of the municipality to provide financial assistance to Residential Home Owners in the Town of Essex to take action and reduce the risk of basement flooding.

NOW THEREFOERE be it resolved that Council hereby enacts as follows:

1. That a subsidy program for the Town of Essex be established and implemented as outlined in Schedule “A”.
2. That the application of this By-Law is not retroactive and shall not apply to any installations prior to the coming into force of this By-Law.
3. That the short title of this By-Law is the “Subsidy Program By-Law”.
4. That this By-Law shall come into force on the day it is passed.

Read a first and a second time and provisionally adopted on September 3, 2024.

Mayor

Clerk

Read a third time and finally passed on September 16, 2024.

Mayor

Clerk

Schedule A to By-Law Number 2366

Town of Essex Subsidy Program

PURPOSE

A program to provide financial grants to residential property owners to reduce the risk of basement flooding due to sanitary sewer and stormwater surcharging.

1. DEFINITIONS

For the purposes of this Program:

“Applicant” means an applicant for funding as outlined in this Program, who is the Owner of the property where the requested subsidy funds are being directed;

“Application” means an application made under this Program;

“Backflow” means the flowing back or reversal of the normal direction of flow of water;

“Backflow Prevention Device” means a device, certified to the Canadian Standards Association standard, that prevents Backflow;

“Contractor” means a licensed professional who contracts to undertake the execution of Work for an Owner to install plumbing devices outlined in this Program.

“Council” means the Town’s Council;

“Director” means the Town’s Director of Infrastructure, the holder of a successor position at the Town, or their designates as may be assigned from time to time;

“Indemnitor” has meaning provided thereto in Section 7 of this Program;

“Maximum Lifetime Subsidy Amount” means the aggregate amount of funds paid to an Applicant with regard to a Residential Home;

“Owner” means an owner in fee simple under the Land Titles Act, R.S.O. 1990, c. L.5;

“Program” means this Town of Essex Subsidy Program;

“Residential Home” means a residential semi-detached dwelling, single detached dwelling and duplex dwelling, as defined under the Condominium Act, 1998, S.O. 1998, c. 19;

“Town” means The Corporation of the Town of Essex; and

“Work” means work deemed eligible pursuant to Section 3 of this Program.

2. FUNDING

The issuance of a grant under this Program is subject to availability of funds as determined by Council from time to time.

3. ELIGIBLE WORK & FUNDING

For Residential Homes approved through Section 5 of this Program, upon completion of the installation and subject to funding being available in the annual budget for this purpose, the Town may pay to the Applicant the amounts listed in Table 1 as further described therein:

Table 1: Flooding Subsidies

Town of Essex Flooding Subsidies		
Subsidy	Maximum Amount	Description
Downspout Disconnection	100% of the cost to a maximum of \$75	100% of out-of-pocket expenses up to a maximum of \$75 to disconnect the downspouts from an existing home to redirect roof water to the ground.
Investigative Pipe Camera Work	100% of the cost to a maximum of \$400	100% of out-of-pocket expenses up to a maximum of \$400 to complete CCTV inspection of the property's sanitary and stormwater private drain connections (PDC) outside of the dwelling.
Installation of a Sanitary Backwater Valve	100% of the cost to a maximum of \$1,000	100% of out-of-pocket expenses up to a maximum of \$1,000 to install an approved backwater valve in an existing home in accordance with the Ontario Building Code, where one does not already exist.
Sump Pump Installation to disconnect foundation drains from floor drains	100% of the cost to a maximum of \$1,750	100% of out-of-pocket expenses up to a maximum of \$1,750 to disconnect existing foundation footing tiles (when they are connected to the sanitary system inside the basement) and redirect them to an approved sump pit and pump to discharge to a suitable outlet other than the sanitary sewer. The sump pit and pump installation

		is eligible under this grant where one does not already exist.
Sump Pump Overflow (Existing Sump Pumps Only)	100% of the cost to a maximum of \$300	100% of out-of-pocket expenses to a maximum of \$300 to install a sump pump overflow (on existing sump pumps only) to discharge stormwater outside to ground surface, where one does not already exist.
Rain Barrel Subsidy	100% of the cost to a maximum of \$100	100% of out-of-pocket expenses to a maximum of \$100 to purchase one (1) store-bought (no homemade rain barrel system) rain barrel. Installation of the rain barrel is not eligible under the Program.
Maximum Lifetime Subsidy Amount	\$3,625	

4. ELIGIBILITY FOR GRANT

The Applicant for a grant under this Program must meet the following criteria to qualify for the Program:

1. Must be the registered owner(s) of the Residential Home in the Town of Essex.
2. Must not have any amounts owing to the Town including but not limited to taxes or overdue payments.
3. Must not have commenced the Work prior to grant approval for such Work.

Each subsidy outlined in Table 1 of this Program is a one-time grant for the lifetime of the Residential Home. Residential Homes that have received a subsidy previously will not be eligible to receive that subsidy again, regardless of ownership of the Residential Home. Owners or future Owners of the Residential Home may apply for any of the subsidies not previously granted to a Residential Home under this Program as long as the Application complies with all conditions of this Program, including but not limited to, the availability of funding.

5. APPLICATION FOR GRANT

1. An Applicant who meets the above requirements may apply to the Town for funding through an Application process as at the time required by the Town
2. Program subsidies are available only to existing Residential Home Owners in the limits of the Town of Essex that have an existing sanitary sewer private drain connection owned and operated by the Town. New Residential Homes built within the Town of Essex or are serviced by the Town of Amherstburg are not eligible for grants.

3. Before starting any Work approved for a grant under this Program, the Applicant will need to obtain two (2) quotes from certified plumbing contractors. Such quotes must detail what Work is to be done and separate out the cost for each portion of Work.
4. Town staff will review each Application and supporting documentation submitted under this Program and will notify the Applicant if funding will be granted for the Work specified in such Application based on the quotes submitted and feasibility of the Work to be carried out. Further information or documentation may be required by the Director, which may include, but is not limited to inspection of the Residential Home, pictures and written statement.
5. Approval of all Applications is subject to availability of funding at any given time, as determined solely by Council.
6. Under the discretion of the Director, any Work that is started or completed prior to the Application approval may be deemed ineligible under this Program.
7. Once an Application has been approved, the Applicant or Contractor must obtain the necessary permits prior to carrying out the Work. Failure to obtain the necessary permit(s) prior to Work commencing will result in cancellation of any approved grant amounts.
8. The Contractor must coordinate Work with the Town at least 5 business days prior to the commencing of such Work. Where required, the Contractor is responsible for obtaining all utility locates for the Work for both private and public property.
9. The Contractor or the Applicant must arrange for an inspection by the Town with respect to the Building Permit. Building Permits that have not had an inspection by the Town will result in cancellation of any approved grant amounts.
10. Downspouts must be disconnected from the sanitary collection system and capping of the home's external tile connection.
11. Within six (6) months of receiving grant approval under this Program, the Applicant or their agent must submit to the Town the final paid invoice from the Contractor. The Town will not provide a grant under this Program for an amount greater than the approximate grant amount approved, even where the final invoice is greater than the approximate grant amount.
12. The Town assumes no liability whatsoever relating to the Work undertaken by the Contractor.

6. DISCONTINUATION OF THE GRANT

Council may periodically review the Program to determine if the Program should continue, be modified, or cease.

7. INDEMNIFICATION

By making an application under this program the Applicant (the "**Indemnitor**") shall indemnify and hold harmless the Town and its directors, officers, employees, agents, and those for whom it is at law responsible against any and all claims brought and/or losses awarded against the Town as a result of any breach or non-fulfillment of any obligations under this Program. The Indemnitor and their respective officers, directors, employees, agents, invitees, assigns, contractors, sub-contractors, surveyors, workers, permittees or anyone for whom they are at law responsible, and any of their property thereto shall be at the sole risk of the Indemnitors and the Town shall not be liable for any loss or damage to any property or for any loss or damage or injury (including, but not limited to, loss of life) to any person including, but not limited to, the Indemnitors in relation to this Program, however occurring except and to the extent to which such loss, damage or injury is caused by the gross negligence or willful

misconduct of the Town. Notwithstanding anything herein to the contrary, the Indemnitors covenant that they shall indemnify and save harmless (on a joint and several basis) the Town from and against all claims, demands, costs, damages, expenses and liabilities whatsoever arising caused directly or indirectly (by any act, omission or negligence) by the Indemnitors performing the obligations under this Policy. The forgoing indemnification shall be included in the application form.