



PROVINCE OF QUÉBEC  
TOWN OF KIRKLAND

## **BY-LAW NO. : 2011-52-4**

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**BY-LAW BY-LAW AMENDING BY-LAW NUMBER 2011-52  
ORDERING THE ESTABLISHMENT OF AN  
ENVIRONMENTAL RESTORATION PROGRAM TO RECTIFY  
CROSSED SEWER CONNECTIONS AFFECTING CERTAIN  
RESIDENTIAL IMMOVABLES AND OF A FINANCIAL  
ASSISTANCE PROGRAM TO CARRY OUT REMEDIAL  
WORK**

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### **ADOPTION PROCEDURE**

Notice of motion:	April 3, 2023
Tabling of draft by-law:	April 3, 2023
Adoption of by-law:	May 1, 2023
Publication:	May 5, 2023
Coming into force:	May 5, 2023

- WHEREAS pursuant to section 356 of the *Cities and Towns Act* (CQLR, c. C-19), notice of motion of this by-law was given and a draft of this by-law was filed at the regular sitting of the Municipal Council held on April 3, 2023;
- WHEREAS copies of this by-law were made available to the public;
- WHEREAS the Preamble forms an integral part of this by-law;

**THE MUNICIPAL COUNCIL DECREES AS FOLLOWS :**

**ARTICLE 1**

By-law number 2011-52 ordering the establishment of an environmental restoration program to rectify crossed sewer connections affecting certain residential immovables and of a financial assistance program to carry out remedial work, is hereby amended as follows:

- a) Article 2 is amended by replacing "Schedule A-1" with "Schedule A-2";
- b) Article 5 is amended by replacing "Schedule A-1" with "Schedule A-2";
- c) Article 7 is amended by replacing "Schedule A-1" by "Schedule A-2";
- d) Article 8 is amended by replacing "December 15, 2013" with "December 15, 2030";
- e) Article 9.2 is amended by replacing "December 15, 2013" with "December 15, 2030";
- f) Article 14.1 of the By-law is amended :
  - a. by replacing "December 15, 2013" with "December 15, 2030";
  - b. by replacing the amount of "\$5,000" with the amount of "\$5,500";
  - c. by adding the following paragraph at the end of paragraph 5) :

"This amount shall be increased annually by the consumer price index for the Montréal metropolitan region (CPI), calculated on May 1 of each year, beginning on May 1, 2024. The percentage rate of increase may in no case exceed that of the average of the rates of change of the last twelve months preceding May 1, 2024.
- g) Article 14.2 of the By-law is amended :
  - a. by replacing the amount of "\$1800" by an amount of "\$2000";
  - b. by adding the following sentences at the end of the Article :

"This amount shall be increased annually by the consumer price index for the Montréal metropolitan region (CPI), calculated on May 1 of each year, beginning on May 1, 2024. The percentage rate of increase may in no case exceed that of the average of the rates of change of the last twelve months preceding May 1, 2024.
- h) Article 17 of this By-law is amended :
  - a. by replacing "December 15, 2013" with "December 15, 2030";
  - b. by replacing "Schedule "A-1" with "Schedule "A-2";
- i) Schedule A-1 to the By-law is replaced by the attached Schedule A-2.

**ARTICLE 5**

The present by-law comes into force according to law.

(Michel Gibson)  
\_\_\_\_\_  
Mayor

(Annie Riendeau)  
\_\_\_\_\_  
Town Clerk



**By-law No. 2011-52  
Schedule « A-2 »**

## **CONTRIBUTION AGREEMENT**

**BETWEEN :**

**TOWN OF KIRKLAND**

(hereinafter referred to as the « **Town** »)

**AND :**

**(NAME AND ADDRESS OF BENEFICIARY)**

(hereinafter referred to as the « **Beneficiary** »)

**WHEREAS** by virtue of By-Law No. 2011-52, the Town established and implemented an environmental financial assistance program for purposes of carrying out remedial work to rectify crossed sewer connections on certain residential immovables non-compliant environmentally;

**WHEREAS** such environmental restoration work must be performed on the residential immovable owned by the Beneficiary;

**WHEREAS** the Beneficiary intends to avail himself/herself of the Town's financial assistance program;

**WHEREAS** for this purpose, the Beneficiary is submitting a request for financial assistance to the Town;

**WHEREAS** the Town is prepared to provide the Beneficiary with the financial assistance he/she is entitled to under its environmental financial assistance program;

\_\_\_\_\_  
Beneficiary

\_\_\_\_\_  
Town

**IN CONSEQUENCE THEREOF, THE PARTIES TO THIS AGREEMENT AGREE AS FOLLOWS :**

**1. DEFINITIONS**

For purposes of this agreement :

- 1.1. « **ELIGIBLE COSTS** » refers to the costs that have been or are to be incurred for purposes of carrying out the remedial work, as described in section 14 of By-Law No. 2011-52;
- 1.2. « **BY-LAW** » refers to By-Law No. 2011-52 ;
- 1.3. « **WORK and REMEDIAL WORK** » refers to the eligible work within the meaning of By-Law No. 2011-52 as further described in article 4 of this agreement.

**2. AFFECTED IMMOVABLE**

- 2.1. The residential immovable where the remedial work is or will be carried out and for which financial assistance is requested, is located at the following address :

\_\_\_\_\_ ;  
 (address of the residential immovable)

- 2.2. The Beneficiary certifies that he/she is the rightful owner or co-owner of the immovable subject to this agreement.

**3. OBLIGATIONS OF THE BENEFICIARY**

- 3.1. The Beneficiary undertakes to abide by the terms and conditions of the financial assistance program and more specifically, to comply with the obligations mentioned in subsection 12 of By-Law No. 2011-52;
- 3.2. The Beneficiary must, at the request of the designated officer :
  - 3.2.1. Allow the Town to conduct an on-site verification of the plumbing system;
  - 3.2.2. Produce any required document in support of his/her request for financial assistance;
  - 3.2.3. Produce all supporting documents establishing the work having been carried out and their total cost.

\_\_\_\_\_  
Beneficiary

\_\_\_\_\_  
Town

**4. ESTIMATED COST OF THE WORK**

The estimated cost of the work to be carried out is established as follows:

- a) By the Town \_\_\_\_\_ \$
- b) By the Beneficiary \_\_\_\_\_ \$

**5. REMEDIAL WORK**

5.1. (Where applicable) The work to be carried out consists of the following :

- \_\_\_\_\_ ;
- \_\_\_\_\_ ;
- \_\_\_\_\_ ;
- \_\_\_\_\_ ;

5.2. (Where applicable) The work already carried out and completed consists of the following :

- \_\_\_\_\_ ;
- \_\_\_\_\_ ;
- \_\_\_\_\_ ;
- \_\_\_\_\_ ;

**6. EXECUTION OF WORK**

6.1. The plumbing work is carried out by :

\_\_\_\_\_  
(name of contractor)

\_\_\_\_\_  
Beneficiary                      Town

6.2. All other work (where applicable) is carried out by :

\_\_\_\_\_  
(name of contractor)

6.3. The Beneficiary must ascertain:

6.3.1. that the plumbing contractor is a duly licensed plumber.

6.3.2. that the excavation work is carried out by a contractor holding a valid license to perform such work, delivered by the *Régie du Bâtiment*.

6.3.3. that the remedial work complies with By-Law 2011-52 and with the statement referred to hereinabove.

**7. WORK COMPLIANCE AND FINANCIAL CONTRIBUTION OF THE TOWN**

7.1. The Beneficiary must advise the designated officer of the completion of the remedial work and allow the latter to conduct a final on-site inspection of the immovable.

7.2. The Beneficiary is solely responsible for ascertaining the compliance of the remedial work.

7.3. The Beneficiary must, where required, carry out any supplementary remedial work identified by the designated officer.

7.4. Once all remedial work has been carried out, including the required modifications, where applicable, the designated officer shall forward to the Beneficiary and to the Finance Department, a written confirmation of the execution of the remedial work.

7.5. Financial assistance shall be remitted to the Beneficiary in a maximum of three payments, the last of which is issued within a delay of approximately 30 days following submission to the Finance Department by the designated officer, of the written confirmation of the execution of the remedial work. Said financial assistance includes all taxes applicable to the eligible costs.

7.6. The amount of the financial assistance to be paid to the Beneficiary shall be determined by the officer designated under subsection 10 of By-Law No. 2011-52, based on whichever is the lesser of the Town's estimated cost of the remedial work to be carried out and the actual cost of the work carried out by the contractor hired by the Beneficiary.

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Beneficiary

\_\_\_\_\_  
Town

**8. REPAYMENT OF THE FINANCIAL ASSISTANCE**

- 8.1. The Beneficiary must repay to the Town any financial assistance already received where, because of erroneous, false or inaccurate information he/she provided to the Town, he/she received financial assistance to which he/she would not otherwise have been entitled.
- 8.2. The Beneficiary must also repay to the Town the financial assistance he/she received where:
  - 8.2.1. One or several provisions of By-Law No. 2011-52 have not been observed.
  - 8.2.2. A disaster has entirely destroyed or has destroyed for more than 50% of its value on the assessment role, the building qualified for remedial work and for which financial assistance was approved but not yet paid.

**9. REFUSAL TO PAY FINANCIAL ASSISTANCE**

- 9.1. The Town reserves itself the right to deny or withhold payment of financial assistance in any of the following instances :
  - 9.1.1. The Beneficiary is indebted to the municipality for a sum due for more than six (6) months;
  - 9.1.2. The work carried out does not comply with By-Law No. 2011-52 or with this agreement.

**10. SALE OF IMMOVABLE**

- 10.1. The financial assistance benefits the immovable qualified under this agreement so that the Beneficiary to whom financial assistance is paid, will not be required to repay it where the remedial work was fully carried out.
- 10.2. Where the work is in progress at the time the immovable is sold, the amount of financial assistance is transferable to the new owner, in as much as the latter follows through the remedial work and undertakes in writing to meet the requirements of the agreement entered into between the Town and the Beneficiary.

\_\_\_\_\_  
Beneficiary

\_\_\_\_\_  
Town

**11. LIABILITY OF THE BENEFICIARY**

11.1. As the owner of a non-compliant immovable under the financial assistance program and this agreement, the Beneficiary recognizes and agrees that he/she has the obligation to correct the situation and to carry out the required remedial work so as to comply with environmental requirements. The Beneficiary recognizes his/her legal liability with respect to the environmental impact of the existing faulty connections on his/her property.

11.2. The Beneficiary recognizes and agrees that the establishment and implementation of the financial assistance program under By-Law No. 2011-52 may not be construed as a waiver by the Town to exercise any of its rights.

**12. DISCLAIMER BY THE BENEFICIARY**

12.1 In consideration of the financial assistance granted by the Town, the Beneficiary hereby renounces any legal right or recourse he/she may have against the Town for any material, monetary or moral damages he/she has or may suffer due to the existence of crossed sewers on certain residential immovables and the necessity to carry out remedial work on his/her property under By-Law No. 2011-52.

**13. GENERAL**

13.1. The present contribution agreement binds the Beneficiary and his/her successors, heirs and assigns.

13.2. By signing the present agreement, the Beneficiary recognizes having had the opportunity to consult a legal advisor and having read, understood and accepted the terms and conditions of said agreement.

**14. EFFECTIVE DATE**

14.1. This agreement becomes effective upon its signing by both parties.

\_\_\_\_\_  
Beneficiary

\_\_\_\_\_  
Town



**IN WITNESS WHEREOF, THE PRESENT AGREEMENT IS SIGNED IN KIRKLAND,  
THIS \_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_.**

**BENEFICIARY(RIES):**

**FOR AND ON BEHALF OF THE  
TOWN OF KIRKLAND :**

\_\_\_\_\_  
**Name**

\_\_\_\_\_  
**Name**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Signature of Designated Officer**  
(By-Law No. 2011-52, Subsection 10)

<b>CALCULATION OF THE FINANCIAL ASSISTANCE TO BE PAID TO THE BENEFICIARY WORK ON AN ORIGINAL BUILDING</b>	
(Article 14 of the By-Law 2011-52)	
Estimated cost of the work (as estimated by the Town)	_____ \$
Actual cost of the work carried out (as it appears on the invoice remitted to the Beneficiary by the contractor who executed the work)	_____ \$
<b>Sum to be paid to the Beneficiary</b> (100% of the cost, maximum of \$5 500*) *plus indexation	_____ \$

<b>CALCULATION OF THE FINANCIAL ASSISTANCE TO BE PAID TO THE BENEFICIARY WORK LIMITED TO THE BASEMENT</b>	
(Article 14 of By-Law 2011-52)	
Estimated cost of the work (as estimated by the Town)	_____ \$
Actual cost of the work carried out (as it appears on the invoice remitted to the Beneficiary by the contractor who executed the work)	_____ \$
The lesser of both amounts	_____ \$
	x 50% _____ \$
<b>Sum to be paid to the Beneficiary</b> (maximum of \$2,000*) *plus indexation	_____ \$

\_\_\_\_\_  
Beneficiary                      Town