

**BY-LAW NO. 1478 CONCERNING A SUBSIDIZED INSPECTION PROGRAM TO REDUCE THE VULNERABILITY OF CERTAIN BUILDINGS TO WATER DAMAGE DURING EXTREME RAINFALL**

ADOPTION PROCEDURE SUMMARY	
<b>NOTICE OF MOTION AND FILING:</b>	<b>JANUARY 27, 2026</b>
<b>ADOPTION DU BY-LAW:</b>	<b>FEBRUARY 17, 2026</b>
<b>COMING INTO EFFECT:</b>	<b>FEBRUARY 23, 2026</b>

**WHEREAS** the risk of extreme precipitation has increased due to climate change;

**WHEREAS** several heavy rainfall events have occurred in recent years, most notably the storm of August 8, 2024, causing losses and damage to the community;

**WHEREAS** these events have shown that several immovables were vulnerable to sewer backups and water infiltration and were not up to the plumbing standards of the Quebec Construction Code;

**WHEREAS** section 4 of the *Municipal Powers Act* (CQLR, c. C-47.1) confers jurisdiction on local municipalities in the fields of the environment, sanitation, nuisances and safety;

**WHEREAS** any local municipality may, under section 90 of the *Municipal Powers Act*, grant any assistance it deems necessary in the fields of the environment, sanitation, nuisances and safety;

**WHEREAS** the exemption regarding the *Municipal Aid Prohibition Act* (CQLR, c. I-15) allowed under section 90 of the *Municipal Powers Act* allows local municipalities to assist the owners of immovables to comply with the obligation to install an apparatus intended to reduce the risk of malfunction of a water supply system or sewer system and to keep the apparatus in good working order;

**WHEREAS** any construction work carried out is required to comply with the applicable municipal by-laws;

**WHEREAS** any local municipality may, by means of a by-law, adopt an environmental restoration program and, notwithstanding the *Municipal Aid Prohibition Act*, grant a subsidy for work on an immovable consistent with that program or any other assistance program under section 92 of the *Municipal Powers Act*, in particular to correct nuisance, sanitation or safety problems related to inadequate water drainage and treatment systems;

**WHEREAS** losses related to water damage and sewer backups constitute a threat to the sanitation of living environments and to the quality of Townies' environment and to their safety;

**WHEREAS** Town of Mount Royal intends to adopt a program aimed at improving the environment, sanitation and safety in properties vulnerable to water infiltration and sewer backups, as provided under sections 4, 90 and 92 of the *Municipal Powers Act*;

**ON FEBRUARY 17, 2026, COUNCIL ENACTED THE FOLLOWING:**

CHAPTER 1

PRELIMINARY PROVISIONS

DIVISION 1

DECLARATIVE PROVISIONS

*Program creation*

1. Council decrees the Subsidized Inspection Program to Reduce the Vulnerability of Certain Town of Mount Royal Buildings to Water Damage During Extreme Rainfall, which is described below.

*Objectives of the Program*

2. The Program aims to reduce the vulnerability of eligible properties to damage related to infiltration and sewer backup by offering, without charge, an inspection and the production of an inspection report and a remedial measures report.

DIVISION 2

INTERPRETIVE PROVISIONS

*Definitions*

3. Any undefined word or expression in this section shall have the meaning and import assigned to it in the terminology division of the zoning by-law in effect in Town of Mount Royal. If a word or term is not specifically defined in this by-law, it is used in the common sense.
4. In this by-law, unless the context indicates otherwise, the following terms shall have the following meanings:

“Applicant” (*Demandeur*): a natural or legal person who is the Owner of an Eligible Building and has submitted a duly completed Eligibility Application during the period of application of the Program;

“Authorized Agent” (*Mandataire*): a company or specialist authorized by the Town to carry out the inspections, produce the reports and perform the follow-ups provided under the Program;

“Climate Hazard” (*Aléa climatique*): a natural phenomenon related to meteorological conditions or to climate conditions likely to cause damage or harm to persons;

“Competent Authority” (*Autorité compétente*): the Director – Technical Services, his representative or any person designated by him;

“Contract” (*Contrat*): contractual agreement under which the Town designates an Authorized Agent to implement the Program;

“Eligible Loss” (*Sinistre admissible*): a Loss associated with water damage and caused by water infiltration or sewer backup related to a Climate Hazard on Town of Mount Royal territory on or after June 15, 2022;

“Eligibility Application” (*Demande d’admissibilité*): an application form to be completed and submitted to the Competent Authority in order to qualify for the Program;

“Loss” (*Sinistre*): an event caused by a Climate Hazard or the combination of several Climate Hazards and causing harm to people or damage to property;

“Owner” (*Propriétaire*): means the owner or owners of an immovable, as the case may be;

“Proof of Loss” (*Preuve de sinistre*): a photo, video or invoice showing and detailing the damage to the eligible building related to an Eligible Loss;

“Program” (*Programme*): the subsidized inspection program to reduce the vulnerability of Town of Mount Royal homes to water damage during extreme rainfall events, as detailed in this by-law;

“Town” (*Ville*): Town of Mount Royal.

DIVISION 3  
 GENERAL PROVISIONS

*Territory of application*

5. The Program shall apply to the entire territory of Town of Mount Royal.

*Period of application*

6. The Program shall take effect as of the coming into force of this by-law and the awarding of the Contract which designates the Program's Authorized Agent.

The Program shall apply only to compliant and duly completed Eligibility Applications submitted no later than August 31, 2028.

All the services provided to Applicants under this Program shall end no later than November 1, 2028. During the final year of the Program, the Competent Authority may postpone inspections and the production of reports until the spring of 2029 under certain circumstances which he deems reasonable.

*Competent Authority*

7. The Competent Authority is responsible for administering and enforcing this by-law.

Moreover, Council authorizes the Town Manager to designate any other public official or external agent to look after the administration and application of one or more provisions of this by-law.

*Power of inspection*

8. The Competent Authority and its Authorized Agent are authorized to enter, visit and examine any property, including the interior and exterior, for the purpose of applying this by-law.

CHAPTER 2  
 PRELIMINARY PROVISIONS

DIVISION 1  
 ELIGIBILITY

*Eligible building*

9. All main buildings which exist when this by-law comes into effect, which are located on Town territory and which meet the following conditions shall be eligible for the Program:
  - (1) the ground floor and basement are occupied by one or more of the following use groups, in compliance with the urban planning by-laws currently in effect:
    - a) Housing;
    - b) Community and Institutional, provided the surface area of the floor of this use is 500 square metres or less;
    - c) Commercial, provided the surface area of the floor of this use is 500 square metres or less;
  - (2) the building has suffered at least one Eligible Loss since June 15, 2022, and the loss has been reported to Town of Mount Royal or the owner's insurer.

*Excluded buildings*

10. Buildings whose ground floor and basement are occupied by the Industrial and Para-industrial Activities use group are excluded from the Program.

*Eligibility application*

11. To take advantage of the Program, the Applicant shall:
- (1) submit to the Competent Authority a duly completed Eligibility Application;
  - (2) provide the following supporting documents with his Eligibility Application:
    - a) proof that a declaration of losses suffered has been sent to the Town accompanied by a Proof of Loss, OR
    - b) proof that a claim accompanied by a Proof of Loss has been sent to the Town, OR
    - c) proof that a claim application has been made to an insurance company, accompanied by a Proof of Loss;
  - (3) accept the following conditions and undertake to comply with them:
    - a) the Applicant agrees to share with the Town all the information, proof and documents collected or produced in connection with the Program;
    - b) in consequence whereof, the Town reserves the right to use the information, proofs and documents obtained and produced under the Program for municipal purposes related to:
      - i) environmental rehabilitation,
      - ii) sanitation improvements,
      - iii) safety improvements,
      - iv) sewer system improvements,
      - v) regulatory enforcement,
      - vi) record keeping,
      - vii) management of any type of claim or action against the Town;
    - c) in the event of the sale of his property, the Applicant undertakes to transfer all the information, proof and documents collected or produced in connection with the Program to the buyer of his property.

*Applicant*

12. An Applicant who submits the Program Eligibility Application is the owner of the eligible building, subject to a compliant power of attorney duly designating another representative.

*False, inaccurate or incomplete information*

13. An Applicant who provides information which makes his Eligibility Application false, inaccurate or incomplete shall forfeit any benefit of the Program and shall reimburse the Town for the value of all the services provided.

*Availability and collaboration*

14. The Town reserves the right to invalidate any Eligibility Application if the Owner or his representative do not cooperate, most notably by:
- (1) being unreachable, despite at least three (3) attempts by the Town or its Authorized Agent to make contact;
  - (2) being unavailable for an inspection appointment, despite at least three (3) attempts by the Town or its Authorized Agent to make contact or at least five (5) offered time slots;
  - (3) not providing the information requested by the Town or its Authorized Agent for the purpose of carrying out the vulnerability diagnosis, in particular the detailed history of the Eligible Claims and any other relevant document and the Proof of Loss needed to understand the causes thereof.

DIVISION 2

PROGRAM TERMS AND CONDITIONS

*Services offered to the Applicant*

15. The Program allows the Applicant to obtain, free of charge:
- (1) an inspection by professionals for the purpose of making a vulnerability diagnosis of the risk of water infiltration and sewer backup;
  - (2) a detailed inspection report stating the observations made and vulnerabilities identified;
  - (3) a report detailing the corrective measures to take.

*Annual limit*

16. Only the first three hundred fifty (350) duly completed Eligibility Applications submitted on or before August 31 of the years 2026 and 2027 may obtain the services provided under the Program in the current year of submission of said application, subject to the End of Program conditions.

Only the first three hundred (300) duly completed Eligibility Applications submitted on or before August 31, 2028, may obtain the services provided under the Program in the current year of the submission of said application, subject to the End of Program conditions.

Any eligibility conditions submitted after the deadline or in excess of the annual limit shall be processed in the current year if possible or, failing that, in the following year, in the order of submission and subject to the eligibility and End of Program conditions.

The Competent Authority may, in the event the annual limit has not been reached by August 31 of a given year, accept a number of applications that do not meet the eligibility conditions detailed in section 9, without exceeding the annual limit.

*End of Program*

17. The Program shall end when either of the following conditions is met:
- (1) one thousand (1,000) buildings have taken advantage of the Program;
  - (2) the period of application of the Program has ended, as provided in this by-law.

*Liability*

18. To be entitled to take advantage of the Program, the Applicant explicitly renounces any recourse, claim or action against the Town relative to the reports, their content or any alleged omission, error or inaccuracy or to the decisions made on the strength of these reports. The Applicant explicitly acknowledges that the Town assumes no liability for recommendations made pursuant to a report obtained under the Program and that the Town makes no representations or warranty as to the usefulness or effectiveness of any measure recommended in the reports.

The Town and its elected officials, employees, agents and consultants assume no contractual, extra-contractual or other liability for any direct or indirect damage, loss, harm, cost or claim resulting from the inspection or the inspection report or from the use made of them.

The reports may not be used for purposes of judicial proceeding, claim, proof or representation to third parties, including, in particular, buyers, sellers, lenders, insurers and public authorities.

The Applicant agrees to indemnify and hold harmless the Municipality from any claim, action or demand brought by a third party resulting from the use, communication or interpretation of the reports.

The Applicant remains wholly responsible for the maintenance, safety and compliance of his building and is encouraged, as needed, to retain the services of independent qualified professionals.

19. The Town shall remain the owner of the reports produced under the Program and shall keep copies of them, which it may use in the course of its operations and for any purpose whatsoever.
20. This by-law shall come into effect according to law.

Peter J. Malouf  
Mayor

Alexandre Verdy  
Town Clerk