PROVINCE OF QUÉBEC
CITY OF BEACONSFIELD

BY-LAW BEAC-171

BY-LAW ESTABLISHING A SUBSIDIZED INSPECTION PROGRAM TO REDUCE THE VULNERABILITY OF CERTAIN BUILDINGS IN THE CITY OF BEACONSFIELD TO FLOODING AND SEWER BACKUPS

Adopted at the special Council
meeting held on August 28, 2025

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At a special Council meeting of the City of Beaconsfield, held at the Council Chamber, 303 Beaconsfield Boulevard, Beaconsfield, Québec, on Thursday, August 28, 2025, at 8:15 a.m.;

WERE PRESENT: His Honour the Mayor Georges Bourelle, Councillors Robert Mercuri, David Newell, Roger Moss

WERE ABSENT: Councillors Dominique Godin, Martin St-Jean, and Peggy Alexopoulos

WHEREAS a draft by-law was filed and a notice of motion of the present by-law was given at the regular Council meeting held on August 25, 2025;

WHEREAS there is an increased risk of extreme precipitation and stormwater flooding in the context of climate change;

WHEREAS pluvial flooding occurred in 2022, 2024, and 2025;

WHEREAS several heavy rainfall events have occurred in recent years, notably the storm of August 9, 2024, causing disasters and damage to the community;

WHEREAS the August 9, 2024, storm showed that several buildings were vulnerable to flooding from infiltration or stormwater backups;

WHEREAS local municipalities have powers in environmental matters, sanitation, nuisance, and safety, as set out in section 4 of the *Municipal Powers Act* (CQLR, chapter C-47.1);

WHEREAS under section 90 of the *Municipal Powers Ac*t (CQLR., chapter C-47.1), a local municipality may provide any assistance it deems appropriate in matters of environment, sanitation, nuisance, and safety;

WHEREAS the exception in section 90 of the *Municipal Powers Act* (CQLR chapter C-47.1) regarding the *Municipal Aid Prohibition Act* (CQLR., chapter I-15) which allows local municipalities to assist property owners in complying with the obligation to install and maintain in good working order a device intended to reduce the risk of malfunction of a water or sewer system;

WHEREAS section 3.2.7 of By-law BEAC-046 of the City of Beaconsfield and its amendments regulates construction work on land and sets standards for protection against sewer backups;

WHEREAS any local municipality may, by by-law, adopt an environmental rehabilitation program and grant a subsidy for work on a property in accordance with this program, as well as any other assistance program, notwithstanding the *Municipal Aid Prohibition Act* (CQLR chapter I-15), under section 92 of the *Municipal Powers Act* (CQLR., chapter C-47.1), in particular to correct problems of nuisance, sanitation, or safety arising from defective water evacuation and treatment systems;

WHEREAS disasters related to flooding and sewer backups pose a threat to the sanitation of living environments and to the quality of the environment of Beaconsfield residents, as well as to their safety;

WHEREAS the City of Beaconsfield wishes to adopt a program aimed at improving the environment, sanitation, and safety in properties vulnerable to flooding and sewer backups, as provided in sections 4, 90, and 92 of the *Municipal Powers Act* (CQLR, chapter C-47.1);

On motion of Councillor Roger Moss, seconded by Councillor David Newell and UNANIMOUSLY RESOLVED:

THE COUNCIL OF THE CITY OF BEACONSFIELD ENACTS AS FOLLOWS:

CHAPTER 1 PRELIMINARY PROVISIONS

SECTION 1 PREAMBLE

The preamble of this by-law forms an integral part of it.

SECTION 2 CREATION OF THE PROGRAM

The Municipal Council enacts the subsidized inspection program to reduce the vulnerability of certain buildings in the City of Beaconsfield to flooding and sewer backups, as set out below.

SECTION 3 OBJECTIVES OF THE PROGRAM

The Program aims to reduce the vulnerability of eligible properties to disasters related to flooding and sewer backups by subsidizing 75% of the costs associated with producing an inspection report.

SECTION 4 DEFINITIONS

Any word or expression not defined in this section shall have the meaning assigned to it by Zoning By-law 720. If a word or term is not specifically mentioned in that by-law, it shall be used in its common meaning.

Applicant (Demandeur)
An individual or legal entity owning an eligible building who has submitted a complete and compliant Eligibility application during the application period of the Program.

City (Ville)
City of Beaconsfield.

Climatic hazard (Aléa climatique)
A natural phenomenon related to weather or climate conditions likely to cause disasters or harm to people.

Competent authority (**Autorité compétente)**
The Director of the Urban Planning and Municipal Patrol Department, their representative, or any person designated by them.

Contract (Contrat)
A contractual agreement by which the City designates a qualified Mandatory for the implementation of this Program.

Disaster (Sinistre)
Event caused by a climatic hazard or a combination of such hazards that results in harm to people or damage to property.

Eligibility application (**Demande d'admissibilité)**
The application form to be completed and submitted to the Competent Authority to benefit from the Program.

Eligible disaster (**Sinistre admissible)**
Disaster involving water damage caused by flooding or sewer backup related to a climatic hazard on the territory of the City of Beaconsfield from January 1, 2022, onwards.

Mandatory (**Mandataire)**
Company or specialist mandated by the City to carry out inspections, diagnoses, recommendations, reports and specifications provided for in the Program.

Normal business hours (**Heures habituelles de travail)**
City Hall's business hours as published on the City's website.

Program (**Programme)**
The subsidized inspection program to reduce the vulnerability of Beaconsfield residences to flooding and sewer backups, detailed in this by-law.

Proof of disaster (**Preuve de sinistre)**
Photo, video, or invoice showing and detailing damage to the eligible building during an eligible disaster.

Owner (**Propriétaire)**
The owner or owners of a property, as the case may be.

Topographic depression (**Cuvette)**
Area where water is likely to accumulate during intense and sudden rainfall due to the topography of the land, as identified on the map produced by the City of Montreal entitled "Vulnérabilité aux aléas climatiques de l'agglomération de Montréal" – "identification des cuvettes 2021" map.

SECTION 5 **APPLICATION PERIOD**

The Program comes into effect upon the entry into force of this by-law and the awarding of the Contract designating the Mandatory.

Only complete and compliant Eligibility applications submitted before December 15, 2025, are eligible.

SECTION 6 **COMPETENT AUTHORITY**

The Competent Authority is responsible for the administration and enforcement of this by-law.

Furthermore, the Municipal Council may designate any other public officer or Mandatory to oversee the administration and enforcement of one or more provisions of said by-law.

SECTION 7 **INSPECTION POWERS**

The Competent Authority and its Mandatory are authorized to enter, visit, and inspect any property, indoors and outdoors, for the purposes of applying this by-law.

CHAPTER 2 INSPECTION PROGRAM

SECTION 8 **ELIGIBLE BUILDINGS**

All main buildings existing at the time this by-law comes into force, located within the City's territory and meeting all of the following conditions, are eligible for the Program:

a) The ground floor and basement are occupied by the Housing group, in accordance with the applicable urban planning by-laws;

b) The building has been affected by at least two Eligible disasters since January 1, 2022, and is located in a topographic depression area;

c) The building is located within one of the following two corridors: "Meadowbrook Creek – Elm and Tower" or "St. James Creek, Briarwood and Willowbrook Parks."

The City reserves the right to grant eligibility to any other building upon approval by the Competent Authority.

SECTION 9 **EXCLUDED BUILDINGS**

Buildings whose ground floor and basement are occupied by any of the following use groups are excluded from this Program:

a) Commercial
b) Institutional

ARTICLE 10 **ELIGIBILITY APPLICATION**

To benefit from this Program, the Applicant must:

a) Submit to the Competent Authority a complete and compliant Eligibility Application;

b) Provide the following supporting documents with their Eligibility Application:

1. A report of damages suffered, submitted to the City with Proof of disaster, OR
2. A claim filed with the City accompanied by Proof of disaster, OR
3. A claim filed with an insurance company accompanied by Proof of disaster, OR
4. Any other Proof of disaster demonstrating the occurrence of the Eligible Incident, beyond any reasonable doubt.

c) Accept the following conditions and undertake to comply with them:

1. The Applicant consents to share with the City all information, evidence, and documents collected or produced as part of the Program;

2. Consequently, the City reserves the right to use the information, evidence, and documents collected and produced as part of the Program for municipal purposes:

   a. for environmental rehabilitation,
   b. for sanitary improvements,
   c. for safety improvements,
   d. for improvements to sewer systems,
   e. for regulatory enforcement,
   f. for record keeping,
   g. for the management of any type of claim or legal action against the City;

3. In the event of the sale of their property, the Applicant undertakes to transmit all information, evidence, and documents collected or produced as part of the Program to the purchaser of their property.

4. The Applicant agrees not to hold the City in any way responsible for any recommendation, measure, or intervention proposed by the Mandatory as part of the Program and to sign the waiver in Appendix A to this effect.

SECTION 11 **APPLICANT**

The Applicant who submits the Eligibility Application for the Program is the owner of the eligible building, unless a duly executed power of attorney designates another authorized representative.

SECTION 12 **FALSE OR INCOMPLETE INFORMATION**

An Applicant who provides information that renders their Eligibility application false, inaccurate, or incomplete shall lose the benefit of this Program and must reimburse the City for the full value of all services provided.

SECTION 13 **AVAILABILITY AND COOPERATION**

The City reserves the right to invalidate any Eligibility application if the Owner or their representative fails to cooperate, including but not limited to the following situations:

a) By being unreachable, despite at least three (3) attempts to contact them by the City or its Mandatory;

b) By being unavailable for a property inspection appointment, despite at least three (3) attempts to contact them and at least five (5) offers of time slots from the City or its Mandatory;

c) By failing to provide the information requested by the City or its Mandatory to carry out the vulnerability assessment, including a detailed history of Eligible Incidents, as well as any relevant documents and Proof of Loss required to understand their causes.

SECTION 14 **SERVICES OFFERED TO THE APPLICANT**

The Program allows the Applicant to benefit from the following:

a) An inspection by professionals to carry out a diagnosis of vulnerabilities to flood and sewer backup risks;

b) A detailed inspection report outlining observations and vulnerabilities identified based on a risk analysis and the building's history;

The related costs shall be allocated as follows: 75% borne by the City and 25% borne by the Applicant. Notwithstanding the foregoing, the Applicant's share shall in no event exceed seven hundred fifty dollars (750 $).

SECTION 15 **END OF PROGRAM**

This Program ends when the Mandatory has completed their mandate.

CHAPTER 3 FINAL PROVISIONS

SECTION 16 **COMING IN FORCE**

The present by-law shall come into force according to law.

_____	_____
MAYOR	**CITY CLERK**

Appendix A

Waiver of liability relating to the subsidized inspection program to reduce the vulnerability of certain buildings to flooding and sewer backups (By-law BEAC-171)

Purpose

This waiver is signed under the subsidized inspection Program enacted by By-law BEAC-171, for the purpose of obtaining an inspection, a vulnerability diagnosis, and a report containing recommendations, prepared by a Mandatory designated by the City of Beaconsfield.

Applicant's statements and acknowledgements

1. The Applicant acknowledges that the Program provides solely an inspection, a diagnosis, and a recommendations report based on a risk analysis and the building's history; it does not constitute construction work and is not a performance guarantee.

2. The Applicant understands that any decision to implement recommendations, and the choice of professionals, methods, and contractors, is the owner's exclusive responsibility and at the owner's expense, in accordance with applicable laws and standards.

3. The Applicant acknowledges that the Mandatory acts independently in carrying out their mandate and that the City exercises no professional control over the content of the recommendations, measures, or interventions proposed.

4. The Applicant understands that, despite the inspection and any measures that may be implemented, a residual risk of flooding or sewer backup may remain.

5. The Applicant acknowledges that, aside from the City's payment of up to 75% of eligible inspection costs, all other expenses remain the Applicant's responsibility.

6. The Applicant releases and holds harmless the City of Beaconsfield, its elected officials, officers, and employees from any and all liability, claims, proceedings, damages, losses, costs, expenses, or prejudice of any kind arising directly or indirectly from:

    - the recommendations, measures, or interventions proposed by the Mandatory under the Program;
    - the implementation of such recommendations, measures, or interventions;
    - any error, omission, inaccuracy, or insufficiency in the Mandatory's inspection, diagnosis, risk analysis, or report.

7. The Applicant consents to the Competent Authority and the Mandatory accessing the property, indoors and outdoors, by appointment, during Normal business hours, to allow the inspection and the collection of information necessary for the diagnosis.

8. The Applicant authorizes the City and the Mandatory to collect, use, and share between them the information, evidence, and documents provided or produced under the Program.

9. The Applicant authorizes the City to use this information, evidence, and documents for municipal purposes, including environmental rehabilitation, sanitary improvements, safety improvements, improvements to sewer systems, regulatory enforcement, record keeping, and the management of any claim or legal action against the City.

10. In the event of the sale of the property, the Applicant undertakes to transmit to the purchaser all information, evidence, documents, and recommendations resulting from the Program, and to inform the purchaser of the existence of this waiver.

11. This waiver binds the Applicant, their heirs, assigns, and successors, whether universal or particular.

12. Nothing herein limits the Applicant's rights with respect to third parties other than the City and does not constitute a waiver of any legal warranty of public order.

13. This waiver is governed by the laws of Québec and any dispute shall be submitted to the competent courts of Québec.

I declare that I have read and understood this waiver of liability.

Signed in : _____

On : _____

(yyyy-mm-dd)

Signature of the owner (Demandeur) : _____

Name in block letters: _____

Signature of the co-owner (if applicable) : _____

Name in block letters : _____