

TOWN OF ITUNA

BYLAW NO. 02-2022

A BYLAW OF THE TOWN OF ITUNA IN THE PROVINCE OF SASKATCHEWAN RESPECTING INSTALLATION, MAINTENANCE, AND SERVICING PROCEDURES AND RATES FOR WATERWORKS SEWER AND WATER SERVICES.

WHEREAS, the Council of the Town of Ituna may provide for the servicing of the waterworks sewer and water services of the Town and establish fees that will be charged for these services,

NOW THEREFORE, the Council of the Town of Ituna in the Province of Saskatchewan in Council assembled enacts as follows:

1. **DEFINITIONS:**

1.1 In this bylaw:

- (a) **"Act"**: *"The Municipalities Act"*.
- (b) **"Applicant"**: a person executing an application for, making use of or accepting the supply of water services.
- (c) **"Commercial Service"**: a service connection to a premise in which a business, profession, industry, trade or commerce is carried on and includes all premises not falling within the definitions of "residential or industrial service".
- (d) **"Corporation Stop"**: a device for control of water flow from the Town's water main to a water service connection, also referred to as a main stop.
- (e) **"Council"**: the Council of the Town of Ituna.
- (f) **"Curb Stop"**: a device for the control of water flow from the water service connection to a premise where water is supplied.
- (g) **"Customer"**: a property owner, tenant, occupant or person in charge or control of a premise, accepting or using any of the customary services provided or supplied by, or in connection with the Waterworks Utility.
- (h) **"Industrial Service"**: a service connection to a premise in which the meter size exceeds 2" and the annual consumption is greater than 12,000,000 gallons. Further that the occupancy or use of the building is for assembling, fabricating, manufacturing or processing raw materials into semi-finished/finished products or equipment and these products are distributed through various agencies and may be sold in other provinces and countries.

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- (i) **"Meter"**: a device that is capable of measuring, recording and transmitting flows and volumes of water.
- (j) **"Occupant"**: includes a person residing on or in lands or buildings, and the person entitled to its or their possession if there is no person residing on or in the land or buildings, and a leaseholder.
- (k) **"Owner"**: a person who is the registered owner or purchaser of the land.
- (l) **"Person"**: includes a corporation, a partnership, and any association or other body.
- (m) **"Premises"**: a house or building together with its land.
- (n) **"Property Line"**: the legal dividing line between the street and the lot or parcel to be served with water.
- (o) **"Reforestation Fee"**: a fee that is charged to property owners when a "Town owned" tree must be removed during water and sewer connections or maintenance.
- (p) **"Residential Service"**: a service connection used exclusively for domestic purposes through a single meter servicing no more than four living units or apartments.
- (q) **"Service Connection"**: the part of the system or works of a public utility that runs from the main lines of the public utility to a building or other place on a parcel of land for the purpose of providing the utility service to the parcel of land, and includes the connection to the main line and couplings, main stop, meters and other apparatuses inside the building or other place for the provision of the public utility.
- (r) **"Town"**: means the Town of Ituna
- (s) **"Valve"**: a device for control of water flow in or from the Town's water main or a water service connection.
- (t) **"Waterworks System"**: the whole or any part of the equipment by which or through which the Town conveys water, its improvement, extension or replacement and, not to limit the generality of the foregoing, includes pumps, filtration system, Water Treatment Plants, reservoirs, water mains, pipe valve connections, corporation stops, hydrants, valves and other related works, curb stops, meters and related appliances, all other appurtenances as are designed to form a part thereof and the treatment processes by which water is treated before conveyance into the water mains.

2. ADMINISTRATION:

2.1 The Waterworks Utility of the Town will be under the general direction and control of the Saskatchewan Water Authority who may establish standards, guidelines and specifications for the design, construction and maintenance of the water system.

2.2 The CAO will administer and interpret this bylaw.

2.3 The collection of revenues derived from the Waterworks Utility, the payments of all disbursements and the supervision and control of all records and accounts connected with the utility shall be under the general direction and control of the CAO.

2.4 *The Plumbing and Drainage Regulations*, and as amended from time to time, shall apply to and govern all plumbing and drainage in the Town of Ituna, except as may be altered or revised hereinafter. The Plumbing Inspector shall be a Public Health Officer of the Sunrise Health Region.

2.5 Overdue accounts for the provision of sewer and water services will be collected in accordance with *The Municipalities Act*.

3. COSTS OF SERVICE CONNECTIONS:

3.1 The homeowner is responsible for the total cost of their service connections from the curb-stop or curb-stop location to the premise, including the cost of construction, maintenance, repair and replacement of said water and sewer service connections, except for installation of the water meter. Cost to install is based on amounts identified in Schedule "A" to this Bylaw.

3.2 All rates and charges are for work undertaken during normal working hours of 8:00 a.m. to 4:30 p.m. on any work day, unless specified otherwise.

3.3 The normal work period for installation or replacement of service connections is from May 1st – November 1st, except in emergency situations.

3.4 All sewer and water connection installation rates apply during frost-free ground conditions, unless otherwise specified. A cold weather premium of \$2,500 (as identified in Schedule "A") will be applied to any service connection installed outside the time frame identified in Section 3.3.

3.5 All work on Town property must be completed by the Town of Ituna or a Town approved contractor.

3.6 The Town may recommend or allow all work on private property to be completed by a qualified contractor approved by the Town at a regular meeting of Council. All costs associated with this work will be negotiated between the owner and the qualified company. The Town takes no responsibility for this work and the associated costs.

3.7 Every person wanting a water service connection shall complete a Water Connection Application Form obtained from the Town's Municipal Administration Centre.

3.8 Once the Town of Ituna agrees to undertake the replacement or the installation of new residential water and sewer connection the CAO (or designate), will provide the property owner with an estimated cost to perform the work. This work includes:

- (a) Infrastructure from the Town mains up to the building footings or at a setback of one (1) meter.

(b) Consideration for the length of service, time of year installed, and unique challenges related to that particular site, but will assume a standard depth of three (3) meters.

3.9 The property owner has the option of monthly payments over a one-year period (12 payments). Any unpaid accounts after the anniversary year will be forwarded to the property tax account. The costs identified are due following the completion of work.

4. GENERAL SERVICE CONNECTION REGULATIONS:

4.1 Every owner shall keep the water service connection accessible and protected from freezing at their own risk and expense.

4.2 Non-metered water usage from any fire hydrant is prohibited without first obtaining written consent from the Town and all requirements of such application being met.

4.3 No booster pump or device will be connected to a main or service line without the written approval of the Town.

4.4 No person shall alter or tamper with any water service connection. The Town shall be notified immediately whenever a water meter is not operating, damaged or if a seal has been broken. In the event the Town is not notified of the malfunction, the Town shall in addition to any other penalties as set out in this Bylaw, estimate the quantity of water consumed and charge the customer for the water in accordance to Town Bylaws.

4.5 Town Council may enter into agreement with customers for the provision of water services to properties located outside Town limits. Such agreements shall provide for the appropriate rates and any other charges deemed appropriate. In addition, all costs of connecting the utilities and maintaining connections will be paid by the customer.

4.6 No person shall use any alternate source of water supply other than the Town water system without first obtaining the written consent of the Town. Private wells within the Town are not permitted.

4.7 The Town may consent to the use of an alternate supply subject to the terms and conditions deemed necessary and may set a limit on the time period it may be used.

5. WATER & SEWER SERVICE CONNECTIONS:

5.1 A sewer or water service connection includes all piping and fittings from the Town mains to the premise. For a water service connection this includes the curb stop and water meter (which remain property of the Town). Damages to the curb stop or water meter caused by the owner will be the responsibility of the owner.

5.2 Excavations on private property will be backfilled with suitable material. The Town will make every reasonable effort to compact the backfill material in such a manner as to limit settlement. However, the Town will not be responsible for trench settlements or damages experienced due to

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settlement. The Town shall not be held liable for the replacement or for damage to the property such as, but not limited to the following:

- (a) topsoil, sod, grass, trees, shrubs or plants;
- (b) driveways or private sidewalks;
- (c) retaining walls or fences;
- (d) buildings or their foundations; and/or
- (e) underground sprinkler systems.

5.3 The Town will connect to existing piping at the building, however, will not excavate under any portion of a building which includes a veranda, stairs, or other appurtenances. If piping beyond this point is unsuitable or needs replacing, this portion of the work will not be included in the quotation provided by the Town or in the scope of work performed.

5.4 It is the Town's policy that each property be serviced by only one connection and water meter. If a second service is requested and the Town agrees it is necessary, cost recovery rate will apply. Secondary water and sewer services will be considered in the following cases:

- (a) Building additions that prohibit extending the existing services.
- (b) An addition or a change of use of a building that requires a larger volume of water that the existing service cannot supply.

5.5 The Town will determine the size and location of the water service connection under application.

5.6 The Town will install a curb stop on the property line.

5.7 All water service connection materials and installation practices shall conform to the rules laid out under *The Plumbing and Drainage Regulations* and *The Plumbing Regulations* of Saskatchewan.

5.8 An isolation valve meeting the requirements *The Plumbing and Drainage Regulations* and *The Plumbing Regulations* of Saskatchewan, must be installed upstream of the water meter. This valve must be in place before the water meter will be installed.

5.9 All water service connections will have a water meter installed, except approved fire service sprinklers provided with an approved backflow prevention device. Residential water service connections will be supplied with one (1) water meter. Commercial and industrial water service connections water meters will be at the expense of the owner. Water meters must be supplied by the Town and remain the property of the Town.

5.10 No branch service will be taken from that part of the service pipe between the curb stop and the water meter except an approved fire service approved by the Town.

5.11 A water service will not be turned on by a Town representative until:

- (a) Where deemed necessary, the work has been inspected.
- (b) A water meter deposit has been paid for by owners and/or non-owners.
- (c) Payment is received by the Town for delinquent accounts.

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6. COMMERCIAL WATER & SEWER CONNECTIONS

6.1 All installations, including water meters, replacements, and repairs of services will be charged at the cost recovery rate.

7. MAINTENANCE AND SERVICES FOR WATER & SEWER CONNECTIONS

7.1 The property owner is responsible for the total cost of their water & sewer service connections from the curb-stop to the premise, in the case of sewer service connections the home owner shall be responsible from the distance of the curb-stop to the residence, this includes the cost of construction, maintenance, repair and replacement of said water service connection, except for installation of the water meter. Cost to install is based on amounts identified in Schedule "A" to this Bylaw.

7.2 Localized repairs to services on private property will be charged at the cost recovery rate. If the repair requires replacement of the entire service, then conditions outlined in Sections 3 and 4 of this Bylaw apply.

7.2 Blocked Sewer Connections:

- a) All residential and commercial issues with sewer (i.e. back-ups) before the Public Works starts investigating or cameraing, a written note from a certified plumber must be received by the Office stating that the issue has been investigated by them and that the issue has been determined by them that it is a Town issue.
- b) Upon inspection of the sewer line, any property owner who's septic pump drains into the Town's sewer line will be fully responsible for the cost of the repair and/or replacement of the whole sewer line from the main to the residence.

7.3 Frozen Water Connection Thawing Service:

- a) That as a courtesy each year in November, a letter be sent to the residents listed in Schedule "B" informing them to start to trickle their water between the months of January 1st until March 31st to avoid their waterlines from freezing.
- b) Public Works shall go around before January 1st to the residences listed in in Schedule "B" to show the resident how to properly run their water and to take a final meter reading.
- c) All residences listed on Schedule "B" shall be billed the base rates on their January through March utility billing.
- d) When a waterline connection or line freezes the Public Works Department shall try to thaw the line for the homeowner. If Public Works is unsuccessful at thawing the line then the homeowner shall contact a certified plumber to see if they can thaw the line. If the line can not be thawed than the house shall be connected with permission to the neighbouring property that shall then received a base billing for water until the frozen service line can be thawed.

- e) If the connection freezes a second or subsequent time, it is the occupant's responsibility and they will be charged on a cost recovery basis.
- f) If a water line is frozen inside of a premise, the occupant/owner will be requested to call a plumber.
- g) Heat tapes and all piping in the hook-up culvert for trailers are considered part of the home owner's internal plumbing and are the responsibility of the owner. It is the homeowner's responsibility to ensure proper access to the meter valve under the trailer for the Town's representative.
- h) It is not the responsibility or liability of the Town staff to inform consumers or property owners to run their water continuously to prevent freeze up, liability remains with the consumer and/or property owner.

7.4 Damaged and Frozen Water Meters:

If any water meter is damaged or requires replacement the owner will be charged at the cost recovery rate. This shall include all parts and labour required to replace and repair, or the cost recovery rate to replace with a new meter.

7.5 Water Service Connection Off and On:

- a) If an occupant requests a water connection to be turned off and on during normal working hours of 8:30 a.m. to 3:30 p.m. on any work day, a flat rate as identified in Schedule "A" will apply. The Town of Ituna will require 24 hours (one working day's) notification prior to performing an off/on.
- b) Any requests made outside normal working hours will be charged at a cost recovery rate. The Town of Ituna will require 24 hours (one working day's) notification prior to performing an off/on.

7.6 Water Meter Accuracy Check:

If a customer requests the Town to check the meter for accuracy and it is tested and determined that the meter was registering less than or equal to 100% of actual flow quantity, a cost recovery rate applies. If the meter is incorrect, there will be no charge.

8. WATER ACCOUNTS:

- 8.1 All bills, charges and accounts are due and payable upon receipt and shall be based on the general rates and charges as set out in Town Bylaws and any related amendments.
- 8.2 Notice of non-payment and shut off will occur if payment is not received after thirty (30) days of being issued.
- 8.3 When an owner ceases use of the utility and all water rates and charges are paid in full the water meter deposit will be refunded.

8.4 When an owner ceases use of the utility and any charges remain unpaid, the Town has the right to apply the amount of the water meter deposit against the unpaid account, and the remaining balance if any will be refunded.

8.5 In case of default of payment, the Town may enforce payment by:

- a) shutting off the water;
- b) action in court of competent jurisdiction;
- c) distress and sale of goods and chattels of the owner or as authorized under *The Municipalities Act*; and/or under provisions of *The Municipalities*, apply the charges against the owner.

8.6 In the event the water has been disconnected due to default in payment, the owner shall, in addition to payment of the overdue account, pay to the Town a flat rate fee charged (as noted in Schedule "A") for turning the water service off. Prior to the Town returning to turn the water on, the customer shall make suitable arrangements with the Town's Administration. If it is requested that the water be reconnected after normal working hours, cost recovery rates (as noted in Schedule "A") to turn the water on will be added to the water bill.

8.7 Costs associated with the collection of delinquent accounts shall be added to the outstanding balance.

9. METERS AND READINGS:

9.1 The Town or its representatives may at any time enter upon any premises and properties of any water consumer to examine the pipes, meters and fixtures to; ascertain the quantity and quality of water consumed, the manners of its use, conducting water use surveys, sampling, pressure testing, installing or repairing meters and related equipment or for any other related purpose in accordance with the provisions of this Bylaw.

9.2 Access to water service appurtenances is to be unencumbered at all times.

9.3 If a remote readout has been installed in addition to the existing meter and there is a discrepancy between the readings, the meter shall be the official reading.

9.4 Where water consumption has not been properly recorded on the water meter, consumption may be determined based on an amount deemed by the Town to be representative of that account's usage.

9.5 Water meters will be read at the discretion of the Town.

9.6 If a meter read cannot be obtained a card will be left requesting the customer to notify the Town with the reading. The consumer will phone in the meter reading or deliver the water meter card to the Town's Administration Centre within forty-eight (48) hours of receipt. Readings may be verified for any reason. If a reading is not supplied an estimate will apply.

9.7 It will be the duty and responsibility of every owner to:

- a) provide a suitable facility for a horizontal meter installation and convenient accessible location;

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- b) provide a valve on the service pipe inside the building as close as practical to the meter at the point of entry into the building;
- c) protect the meter from frost or any other damage; and
- d) properly and efficiently protect the service line and fixtures leading to the meter from frost or other damage.

10. TERMINATION OR INTERRUPTION OF SERVICE

- 10.1 Wherever practical, reasonable notice of the intention to shut off a water service will be given.
- 10.2 An owner intending to vacate a premise supplied with water and wishing to disconnect water service must fill out a Water Disconnection Form and submit it to the Town's Administration Centre.
- 10.3 Whenever a premise supplied by water is vacated, the owner will turn off the isolation valve on the inside of the building.
- 10.4 The owner shall be liable and responsible for payment of all charges up to and including the date provided on the Water Disconnection Form that was submitted to the Administration.
- 10.5 The Town may, at its discretion, shut the water off for unnecessary waste of water. Refusal to allow entry in accordance with this bylaw or fraudulent misrepresentations on the part of the owner shall be subject to any applicable service charges.
- 10.6 When a water service has been disconnected for any reason, service will not be reconnected without prior authorization by the Chief Administration Officer. The Town reserves the right to disconnect the supply of the water for any reason including, but not limited to, the following:
- a) failure to open an account
 - b) non-payment of a bill
 - c) failure to provide access
 - d) excess leakage or wastage of water
 - e) contamination or potential contamination
 - f) theft of water or tampering with the meter or seal
 - g) contravention of any legislation, section of this Bylaw, policies, code or regulations as amended from time to time.
- 10.7 In cases of an emergency, as determined by the Town, or on constructing new works or repairing existing works, the Town has the right to shut off the water for as long as deemed necessary. The Town will make every reasonable effort to supply temporary potable water to affected customers.
- 10.8 Customers affected by a maintenance shut off will be notified of the impending shut off to enable the owner to draw and store water.
- 10.9 In the case of water service being shut off for any reason and an owner requires uninterrupted service, the owner shall make arrangements with the Town for an alternate supply if practical, and any costs will be paid by the owner.

11. LIMITATION OF LIABILITY

11.1 The Town does not guarantee the quantity, quality, pressure, or uninterrupted supply of the water and the owner undertakes to hold the Town harmless from all claims, losses and damages therefrom.

11.2 Any water supplied by the Town from the waterworks system to an applicant shall only be supplied on the condition that the applicant shall make no claim against the Town, its officials, employees or agents except with respect to damage caused by the negligence of the Town, its officials, employees or agents acting within the scope of their employment, as the case may be. It is a further condition of supply that the applicant shall make no claim for any indirect, incidental or consequential damages, including but not limited to, lost profits. Not to limit the generality of the foregoing, neither the Town, its officials, employees nor agents shall be liable for:

- a) actions based on nuisance;
- b) actions in respect of personal injury, death or property damage related to the presence of any substance or material in the water or the waterworks system; or
- c) actions in respect of damages related to the interruption or termination of water services or failure or refusal to provide water services, for any reason whatsoever, whether or not notice was provided.

11.3 Water services shall only be supplied on the condition that the applicant shall indemnify and save harmless the Town, its officials, employees and agents from and against all claims arising by reason of the supply of water services. Not to limit the generality of the foregoing, as a condition of service, the applicant shall indemnify and save harmless the Town, its officials, employees and agents from and against claims for personal injury, death or other types of claims whatsoever brought by the applicant or any third party arising directly or indirectly from:

- a) the use by any person of the applicant's water services;
- b) the provision of water services at any premises owned or occupied by the applicant or any person to whom the applicant is an agent;
- c) the failure of the waterworks system, the water services connection, the meter, or any part of such service, system or meter or any appurtenance thereto affecting the applicants water service; or
- d) the interruption or termination of water services or the failure or refusal to provide services to the applicant for any reason whatsoever, whether or not notice was provided.

11.4 In all places where the waterworks system is connected with hot water boilers or heating, cooling or other such equipment, the owner and the applicant shall ensure that suitable and sufficient devices are utilized to prevent damage to such equipment and to remove danger from collapse, explosion or otherwise if water services are interrupted, terminated or there is any variation in pressure.

11.5 In all places where steam, hot water or any material foreign to that for which the waterworks system was designed to convey may be forced backwards through a water services connection, the owner and applicant shall install a backflow preventer and keep same in a well maintained operable condition. A

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plan describing the backflow preventer and installation of same shall be filed with the Town within thirty (30) days of the installation.

11.6 In the event the owner neglects or fails to comply with Clause 11.4 and damage to any Town property results, the owner shall be liable for personal injury, death or other types of claims whatsoever.

11.7 The Town or its representatives will not be liable for any damages resulting from the loss of supply, pressure or suddenly shutting off the supply of water from any premise, building, boiler, processor or manufacturer deriving its supply from the Town, either with or without notice.

11.8 All backflow preventers, required in accordance with this Bylaw, shall be inspected and tested at the expense of the owner upon installation and annually thereafter. If a device is defective, it shall be replaced. All repairs, testing and replacement are at the owner's expense. Failure to comply may result in discontinuation of service.

11.9 The Town shall not be liable for damages:

- a) Caused by the break of any water main, service, meter, private service, attachment or the breaching of any ditch in the repair or installation thereof.
- b) Caused by the interference or cessation of water supply necessary in connection with the repair or proper maintenance of the systems.
- c) For any accident due to the operation of the Town waterworks system unless such costs or damages have been proven to be directly due to the negligence of the Town or its employees.

12. RESTRICTED USE

12.1 The Town reserves the right to restrict the use of water for fountains, jets, hoses, sprinklers or any other purpose and to restrict, limit and regulate the hours and use of same.

12.2 The Town may limit, restrict, regulate and invoke emergency measures for water conservation and the hours which water may be used for any purpose whatsoever upon written request of the Chief Administration Officer. The Town's Administration will cause notice to be given by publishing such notice in a newspaper published and circulated in the Town. Such notice will advise that during the periods specified no person will use water for the purpose set out in the notice and that any person who violates the regulations as set out in the notice will be subject to the penalties hereinafter provided.

12.3 The Town maintains the right to restrict the use of water and/or limit the amount of water to any owner although no limit may be stated in the application for such use.

12.4 In cases of emergency or water shortage, the Town may shut off the water for any manufacturing, processing or any other uses.

13. OFFENCES AND PENALTIES

13.1 No person shall:

- a) place any harmful, poisonous, offensive or deleterious matter within 185 metres from any reservoir, well, or test hole;

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- b) bathe, swim or discharge any sewage or in any way foul or contaminate the Town's water supply, storage and treatment;
- c) connect anything to the water-works system which may cause the Town's water supply to become contaminated.

13.2 No person other than the Town shall turn on water to a premise or open a curb stop and no person will turn on water that has been turned off for any purpose.

13.3 No person except the Town, those having written permission or members of the Ituna Fire Department, in case of fire or approved training and testing, shall open, close, interfere, place any obstruction close to any hydrant, gate valve or any type of service connected to the waterworks system.

13.4 No person except the Town or those acting with written permission granted by the Town, will tap or make any connection whatsoever with any of the public water mains or private pipes in the Town.

13.5 A person shall not:

- a) damage, deface, tamper or interfere with any structure, building equipment or any other part of the Town's waterworks;
- b) willfully or maliciously hinder or interrupt, the Town, its contractors, servants, agents, or employees in the exercise of any of the powers and duties related to the water utility and authorized or contained in this bylaw;
- c) break, cause or permit the breaking of any seal on any meter, pipe, valve or other appurtenance of the waterworks system;
- d) fail to notify the Town of a broken seal on a meter, pipe or appurtenance thereto;
- e) fail to protect a meter from frost or any other damage;
- f) remove or cause the removal of ground cover above any part of the waterworks system or a water service connection which reduces coverage to less than 2.5 metres from the grade;
- g) install or cause the installation of a pump to increase water pressure on a water service connection other than with the written approval of the Town;
- h) waste water or supply water for the use or benefit of others or for dilution;
- i) hinder, obstruct or interfere with persons acting under the instructions of either in the lawful exercise of their duties under this Bylaw or *The Municipalities*.
- j) make a fraudulent misrepresentation; or
- k) use water contrary to the "Restricted Use" provisions as established.

13.6 Every person who contravenes Clauses 13.2 - 13.5 of this bylaw is guilty of an offence and liable on summary conviction to a fine not exceeding Five Hundred (\$500) Dollars.

13.7 The following procedure shall apply for offences committed under Clauses 13.2 - 13.5 of this bylaw:

- a) When the Town has reason to believe that a person has contravened Clauses 13.2 - 13.5 of this bylaw, the Bylaw Enforcement Officer, Community Safety Officer, Chief Administration Officer or the R.C.M.P. may issue a Notice of Violation to every person committing an offence. This notice shall require the person to pay to the Town of Ituna.

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- b) If payment of the fine as provided for in this section is made prior to the date when the person contravening the bylaw is required to appear in court to answer the charge, the person shall not be liable for prosecution of the offence;
- c) No person who is convicted of an offence for non-compliance is relieved from compliance with an order, and the convicting Judge shall, in addition to any fine, order that person to do, within a specified period of time, any act or work necessary to remedy the non-compliance;
- d) Where damage is done to property by an unlawful act under this bylaw, the presiding Judge may adjudge payment of all damages occasioned by the unlawful act and the same shall be applied for the reparation and reconstruction of the property damaged or destroyed.

13.8 Every person who contravenes any other provision of this bylaw is guilty of an offence and liable on summary conviction to a fine of:

- a) In the case of an individual, to a fine of not less than \$1,200 and not more than \$10,000.00 or imprisonment for not more than one (1) year or both; and
- b) In the case of a corporation, to a fine of not less than \$2,000 and not more than \$25,000.00.

14. SEVERABILITY

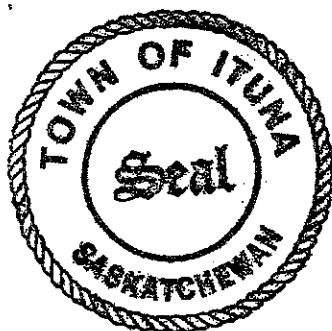
14.1 If any section, subsection, sentence, clause, phrase or other portion of this bylaw is for any reason held invalid or unconstitutional by any Court of competent jurisdiction, that portion shall be deemed a separate, distinct and independent provision and the holding of the Court shall not affect the validity of the remaining portions.

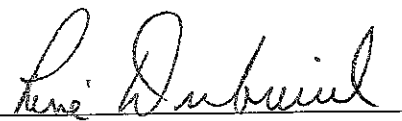
15. REPEAL

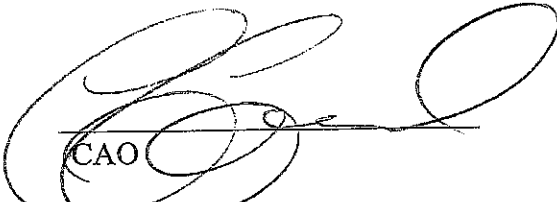
15.1 Bylaw No. 01-2019 is hereby repealed.

16. EFFECTIVE DATE OF BYLAW

16.1 This bylaw shall come into effect on November 15, 2022.




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Read a first time this 15th day of November, A.D., 2022.

Read a second time this 15th day of November, A.D., 2022.

Read a third time and adopted this 15th day of November, A.D., 2022.