

RURAL MUNICIPALITY OF CORNWALLIS

PROVINCE OF MANITOBA

BEING A BYLAW of the Rural Municipality of Cornwallis for the purpose of establishing common regulations and for the protection of source water from contamination at Municipal Well Sites.

WHEREAS *The Municipal Act* provides as follows:

“232(1) A council may pass by-laws for municipal purposes respecting the following matters:

- (a) the safety, health, protection and well-being of people, and the safety and protection of property;
....
- (o) the enforcement of by-laws.

232(2) Without limiting the generality of subsection (1), a council may in a by-law passed under this Division

- (a) regulate or prohibit;
.....
- (e) subject to the regulations, provide for a system of licences, permits or approvals, including any or all of the following:
 - (i) establishing fees, and terms for payment of fees, for inspections, licences, permits and approvals, including fees related to recovering the cost of regulation;
 - (ii) establishing fees for licences, permits and approvals that are higher for persons or businesses who do not reside or maintain a place of business in the Municipality;
 - (iii) prohibiting a development, activity, industry, business or thing until a licence, permit or approval is granted;
 - (iv) providing that terms and conditions may be imposed on any licence, permit or approval, and providing for the nature of the terms and conditions and who may impose them;
 - (v) providing for the duration of licences, permits and approvals and their suspension or cancellation or any other remedy, including undertaking remedial action, and charging and collecting the costs of such action, for failure to pay a fee or to comply with a term or condition or with the by-law or for any other reason specified in the by-law, and
 - (vi) providing for the posting of a bond or other security to ensure compliance with a term or condition;.....

236(1) Without limiting the generality of clause 232(1)(o) (enforcement of by-laws), a by-law passed under that clause may include provisions

- (a) providing for procedures, including inspections, for determining whether by-laws are being complied with; and
- (b) remedying contraventions of by-laws, including
 - (i) creating offences,
 - (ii) subject to the regulations, providing for fines and penalties, including the imposition of a penalty for an offence that is in addition to a fine or imprisonment, so long as the penalty relates to a fee, rate, toll, charge or

cost that is associated with the conduct that gives rise to the offence, or related to enforcing the by-law,

- (iii) providing that an amount owing under subclause (ii) may be collected in any manner in which a tax may be collected or enforced under this Act,
- (iv) seizing, removing, impounding, confiscating and selling or otherwise disposing of plants, animals, vehicles, or other things related to a contravention,
- (v) charging and collecting costs incurred in respect of acting under subclause (iv),
- (vi) imposing a sentence of imprisonment for not more than six months for the commission of offences or nonpayment of fines.

242(1) If a designated officer finds that a person is contravening a by-law or this or any other Act that the municipality is authorized to enforce, the designated officer may by written order require the person responsible for the contravention to remedy it if, in the opinion of the officer, the circumstances so require.

242(2) The order may

- (a) direct a person to stop doing something, or to change the way in which the person is doing it;
- (b) direct a person to take any action or measure necessary to remedy the contravention of the Act or by-law, including the removal or demolition of a structure that has been erected or placed in contravention of a by-law and, if necessary, to prevent a reoccurrence of the contravention;
- (c) state a time within which the person must comply with the directions; and
- (d) state that if the person does not comply with the directions within a specified time, the municipality will take the action or measure at the expense of the person.

250(2) Without limiting the generality of subsection (1), a municipality may for municipal purposes do the following:

.....

- (b) construct, operate, repair, improve and maintain works and improvements;
- (c) acquire, establish, maintain and operate services, facilities and utilities;

.....

252(1) A municipality exercising powers in the nature of those referred to in clauses 250(2)(b), (c) and (e) may set terms and conditions in respect of users, including

- (a) setting the rates or amounts of deposits, fees and other charges, and charging and collecting them;
- (b) providing for a right of entry onto private property to determine compliance with other terms and conditions, to determine the amount of deposits, fees or other charges, or to disconnect a service; and
- (c) discontinuing or disconnecting a service and refusing to provide the service to users who fail to comply with the terms and conditions.

NOW THEREFORE the Council of the Rural Municipality of Cornwallis, duly assembled, enacts as follows:

INTERPRETATION:

1. It is the purpose of this by-law to establish terms and conditions regarding users of the four municipal wells commonly known as:

Well 1 – Chater Well	NE ¼ 27-10-18W
Well 2 – Grand Valley Well	SE ¼ 30-10-19W
Well 3 – 34 th Street Well	NE 4-10-19W
Well 4 – Martinville Well	SE 23-9-18W

DEFINITIONS:

2. In this by-law:
- (a) “Chemical” means any product which may be used as a herbicide, pesticide or fungicide.
 - (b) “Chemical Container” means any container that is used for or has been used for the carrying or application of pesticides, herbicides or other noxious chemicals or substances.
 - (c) “Commercial” means the use of water by a person with a chief emphasis on salability, profit, or success.
 - (d) “Council” means the Council duly elected in the municipality.
 - (e) “Designated Officer” means the Chief Constable of the Municipality of Cornwallis, Chief Administrative Officer or any other person appointed by Council.
 - (f) "implement of husbandry" means a vehicle that is designed for agricultural purposes and is used in the conduct of agricultural operations.
 - (g) “Person” means an individual, firm partnership, or corporation and where the context requires shall include the plural as well as the singular.
 - (h) “Residential” means the use of water, for household and sanitary purposes, for the watering of lawns and gardens, and the watering of livestock and poultry.
 - (i) “Municipality” means the Rural Municipality of Cornwallis.
 - (j) "vehicle" means a device, in, upon, or by which a person or thing is or may be transported or drawn upon a highway.

RULES AND REGULATIONS:

3. (a) That the fiscal year for water usage shall be January 1 to December 31.
- (b) That water usage will be billed annually at rates set on Schedule “A” or as set from time to time by Council of the Rural Municipality of Cornwallis. Annual usage amounts may be pre-paid to a maximum of a three year term.
- (c) Rates will be reviewed periodically to ensure that operating and replacement costs will be met and are subject to change without notice.
- (d) That a key lock system will be implemented for all municipal wells.
- (e) No rebate for partial years will be made where keys are returned prior to December 31.
- (f) That a key agreement for all municipal wells is established in Schedule “B”.
- (g) No person shall make or cause to be made a copy or duplicate key without the express written permission of a Designated Officer for the RM of Cornwallis.
- (h) No person shall be in possession of or have the care and control of a copy or duplicate key without written permission from a Designated Officer for the RM of Cornwallis.
- (i) That signage informing all users of the registration and fee requirement be installed at all municipal wells.
- (j) That chemical containers and or chemical hauling devises are strictly prohibited from the use of any municipal well.

- (k) Chemicals and or noxious substances of any type are prohibited from being on any vehicle or implement of husbandry while at any municipal well site.
- (l) All users will pay all annual fees in advance.


PENALTIES:

- 4. (a) Any person who contravenes or disobeys, or refuses or neglects to comply with any order made under this by-law is guilty of an offence and is liable on summary conviction, to a fine with a minimum of five hundred dollars (\$500.00) and to not exceed five thousand dollars (\$5,000.00) and costs, or in the case of an individual, to imprisonment for a term not exceeding six (6) months, or to both such fine and such imprisonment.
- (b) Where a corporation commits an offence under this by-law, each director or officer of the corporation who authorized, consented to, connived at, or knowingly permitted or acquiesced in the doing of the act or omission that constitutes the offence or offences, is likewise guilty of the offence and is liable on summary conviction, to the penalties for which provision is made in section 4(a) above.
- (c) Any person who abuses any provision of this by-law may be prohibited from using any municipal well and banned from municipal well property by a designated officer.

DONE AND PASSED by the Council of The Rural Municipality of Cornwallis in Council duly assembled, this 19th day of September, A.D., 2012.

THE RURAL MUNICIPALITY OF CORNWALLIS


REEVE


CHIEF ADMINISTRATIVE OFFICER

RECEIVED first reading this 17th day of July, 2012.

RECEIVED second reading this 21st day of August, 2012.

RECEIVED third reading this 19th day of September, 2012.

SCHEDULE “A”
MUNICIPAL WELL
FEE SCHEDULE

CHATER WELL	GRAND VALLEY WELL	34 TH STREET WELL
RESIDENTIAL / FARM:	RATE PAYER/ RESIDENT	NON-RATE PAYER/ NON-RESIDENT
KEY DEPOSIT	\$40.00	\$40.00
KEY REPLACEMENT	\$40.00	\$40.00
ANNUAL COST	\$40.00	\$100.00
COMMERCIAL / BUSINESS:		
KEY DEPOSIT	\$40.00	\$40.00
KEY REPLACEMENT	\$40.00	\$40.00
ANNUAL COST	\$200.00	\$400.00

MARTINVILLE WELL

RESIDENTIAL / FARM:	RATE PAYER/ RESIDENT	NON-RATE PAYER/ NON-RESIDENT
KEY DEPOSIT	\$40.00	\$40.00
KEY REPLACEMENT	\$40.00	\$40.00
ANNUAL COST	\$40.00	\$100.00

All users must pay all fees in advance by December 15th of the previous year.

SCHEDULE "B"
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RURAL MUNICIPALITY OF CORNWALLIS
MUNICIPAL WELL USER AGREEMENT

☐ CHATER WELL
☐ 34TH STREET WELL

☐ GRAND VALLEY WELL

Customer: _____

Mailing Address: _____

Rate Payer / Resident: Yes ☐ No ☐

If yes, Legal Description or Civic Address: _____

Home Phone #: _____ Cell Phone #: _____

**ALL FEES ARE DUE AND PAYABLE AT TIME OF APPLICATION and
MUST BE PRE-PAID FOR THE NEXT YEARS' USAGE**

ALL USERS KEY DEPOSIT / REPLACEMENT FEE

Key Deposit: \$40.00 (Refundable upon return of key)
Key Replacement: \$40.00

RATE PAYERS / RESIDENTS

Residential / Farm

Annual Cost: \$40.00 (Pre-paid annually for January 1 – December 31)

Commercial / Business

Annual Cost: \$200.00 (Pre-paid annually for January 1 – December 31)

NON - RATE PAYERS / NON - RESIDENTS

Residential / Farm

Annual Cost: \$100.00 (Pre-paid annually for January 1 – December 31)

Commercial / Business

Annual Cost: \$400.00 (Pre-paid annually for January 1 – December 31)

By my signature below, I hereby agree:

1. That water usage will be pre-paid annually by December 15th, at rates set out above or as set from time to time by Council of the Rural Municipality of Cornwallis. Rates are reviewed periodically.
2. All fees may be pre-paid for a maximum three year period.
3. That the fiscal year for water usage shall be January 1 to December 31.
4. No rebate for partial years will be made where keys are returned prior to December 31.
5. That every effort will be made to return the key to the Cornwallis Municipal Office when use of water ends.
6. That I understand that chemical containers and/or chemical hauling devises are strictly prohibited from use at all municipal well sites.
7. Use of the Municipal Well will be completed in a respectful and safe manner to minimize overflow and damage to the well.

Signature

Date

SCHEDULE "B"

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**RURAL MUNICIPALITY OF CORNWALLIS
MUNICIPAL WELL USER AGREEMENT**

☐ MARTINVILLE WELL

Customer: _____

Mailing Address: _____

Rate Payer / Resident: Yes ☐ No ☐

If yes, Legal Description or Civic Address: _____

Home Phone #: _____ Cell Phone #: _____

**ALL FEES ARE DUE AND PAYABLE AT TIME OF APPLICATION and
MUST BE PRE-PAID FOR THE NEXT YEARS' USAGE**

ALL USERS KEY DEPOSIT / REPLACEMENT FEE

Key Deposit: \$40.00 (Refundable upon return of key)
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RATE PAYERS / RESIDENTS

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