

**ADMINISTRATIVE COMPILATION
BYLAW 02-24****BYLAW 02-24 REGARDING AGREEMENTS IN RELATION
WITH MUNICIPAL WORK**

Adopted by the Municipal Council on February 13, 2024
Entry into force on February 15, 2024

Name and/or number of bylaw, politic, resolution	Date of Council's approval	Coming into force	Status
08-12	October 9, 2012	October 24, 2012	Repealed and replaced



PREFACE

The reader is hereby advised that any errors or omissions that may be identified in the text below do not affect the enforceability of the regulations and amendments referred to therein, as sanctioned in their original version.

CANADA
PROVINCE OF QUEBEC
MUNICIPALITY OF PONTIAC

**BYLAW 02-24 REGARDING AGREEMENTS IN
RELATION WITH MUNICIPAL WORK**

REGULAR meeting of the Council of the Municipality of Pontiac, held on February 13, 2024, at 7:30 p.m., at the Luskville Community Centre, at which meeting were present:

The Mayor, Mr. Roger Larose

The Council Members:

Diane Lacasse

Caryl McCann

Garry Dagenais

Serge Laforest

Council members being a quorum.

WHEREAS, pursuant to section 145.21 of the Act respecting land use planning and development (L.R.Q., c. A-19.1), a municipality may adopt a bylaw regarding the issuance of a building or subdivision permit or a certificate of authorization or occupancy following the conclusion of an agreement between the applicant and the municipality concerning the execution of work related to municipal infrastructure and equipment and the assumption or sharing of costs relating to such work;

WHEREAS a notice of motion to adopt this bylaw was given at the regular Council meeting of January 23, 2024;

WHEREAS this bylaw replaces and repeals bylaw 08-12, entitled bylaw 02-24 regarding agreements in relation with municipal work;

THEREFORE, it is moved by Councillor Serge Laforest and seconded by Councillor Diane Lacasse.

AND RESOLVED THAT the Municipality of Pontiac's Council ordains, rules and decrees as follows:

**CHAPTER 1: DECLARATORY, INTERPRETATIVE AND ADMINISTRATIVE
PROVISIONS**

SECTION 1. Definitions

For the purposes of this bylaw and any agreement resulting therefrom, the following words and expressions shall have the meanings given to them as follows:

1.1 Work beneficiaries

Anyone having an immovable on the territory of the Municipality, other than the applicant identified in the agreement prepared for this purpose, who receives a benefit, following the completion of municipal work that is the subject of the said agreement concluded, under the provisions of the present bylaw.

For the purposes of this bylaw, the benefit is received not only when the person actually uses the good or service, but also when this good or service benefits or is likely to benefit the immovable in question, in accordance with the Act respecting municipal taxation L.R.Q., c. F-19.1).

1.2 Contribution for parks, playgrounds and natural areas

Land or easement transferred to the Municipality used solely for the establishment or enlargement of a park or playground or for the maintenance of a natural area, all in accordance with the subdivision bylaw in effect.

1.3 Applicant

Anyone who submits a compliant application to the Municipality, pursuant to section 4, and who has entered into an agreement with the Municipality concerning municipal work, intended to become public, within the scope of the present bylaw.

1.4 Agreement

Any agreement entered into, relating to municipal works pursuant to the present bylaw.

1.5 Designated professional

A member in good standing of the *Ordre des ingénieurs du Québec*, whose services are retained by the applicant or, as the case may be, by the Municipality.

1.6 Municipal infrastructures, structures or equipment

Infrastructure, constructions or municipal equipment, intended to become public, must respect the provincial and municipal regulations in force, in particular, the following bylaws and their replacement in force, if any:

- Bylaw 178-01 : Subdivision bylaw ;
- Bylaw 28-13 to repeal bylaw 28-13 to amend the subdivision bylaw no. 178-01, relating to land transfers, to be used for parks, playgrounds and natural areas, applicable when a subdivision permit is issued

- Bylaw 01-07 stipulating the conditions to municipalize roads
- Bylaw 01-02 : regarding taking charge of roads:
- Bylaw 01-09 : pertaining to connections to the sewage system
- Bylaw 07-14 to repeal bylaw no. 08-08 pertaining to the taxation and levy of taxes for the extension and connection to the water and sewer network.

1.7 Municipality

The Municipality of Pontiac

1.8 Final acceptance

The fact that the works related to the municipal work have been completed and all deficiencies have been corrected unconditionally. Final acceptance of the work is recommended and certified by the professional designated for the project and accepted by the Municipality.

1.9 Oversizing

Any work of a size or gauge exceeding that required for the needs of the project or exceeding that of standard infrastructure, constructions or equipment to provide service, in whole or in part, to buildings other than those of the applicant.

1.10 Municipal work

All work relating to municipal infrastructure, constructions and equipment, intended to become public, carried out at 100% at the applicant's expense, including in particular :

- any street construction and development work (including that part of the street bordering intersecting properties), from initial tree cutting and excavation or backfilling to paving, sidewalks, lighting and power supply networks, including all intermediate stages, street drainage work, ditches, culvert construction and development, bridge construction, as well as storm and drainage network work to provide an outlet for water ;
- any construction work and water and sewer lines, as well as the installation of fire hydrants;
- any work on pedestrian paths, bicycle paths and buffer screens, as well as landscaping.

SECTION 2. Targeted territory

The bylaw applies to the entire territory of the Municipality of Pontiac.

SECTION 3. Discretion of the Council of the Municipality

The Municipality is responsible for the planning and development of its territory. It retains, at all times, full discretion to decide on the possibility of entering into an agreement for municipal work, aimed at serving one or more properties, constructions or facilities destined to become public. When the Council agrees to allow such municipal works to be carried out, the provisions of the present bylaw shall apply.

CHAPTER 2 : PROVISIONS RELATING TO A MUNICIPAL WORKS AGREEMENT

SECTION 4. Subject to an agreement

The issuance of a building permit, subdivision permit or certificate of authorization for the following categories is subject to the prior conclusion of a municipal works agreement between the applicant and the Municipality:

- All construction and development work on a street intended for municipalization (including the portion of the street bordering intersecting lots), from the initial cutting of trees and cut or fill to paving, sidewalks, lighting and power supply systems, including all intermediate stages, street drainage work, ditches, culvert construction and development, bridge construction, and storm and drainage system work to provide an outlet for water;
- All aqueduct and sewer construction and piping work, as well as the installation of fire hydrants;
- All work on footpaths, bicycle paths and buffer screens, as well as landscaping work;
- Infrastructure and equipment, wherever located, if required to serve other buildings on the Municipality's territory or in anticipation of a development project.

SECTION 5. Purpose of the agreement

The agreement covers municipal works intended to become public. The agreement may also cover infrastructure, constructions and equipment, regardless of where they are located on the territory of the Municipality, which is intended to serve not only the properties covered by the said agreement, but also other properties on the territory of the Municipality, in accordance with provincial and municipal laws and regulations.

In particular, the agreement may provide for the following:

1. Designation of the parties, including the applicant and, where applicable, the beneficiaries;
2. A description of the project and the work to be carried out, as well as the party responsible for all or part of the work, based on the final plans and specifications;
3. Determination of the costs of the work to be borne by the applicant;
4. Determination of the financial guarantee for execution and maintenance;

5. Terms and conditions for the return of the performance and maintenance financial guarantees to the applicant;

SECTION 6. Process leading to the conclusion of a municipal works agreement

1. Analysis of preliminary plan and approval by Municipal Council resolution

Prior to the preparation of final plans and specifications, the applicant must provide a preliminary plan for analysis. During project analysis, various municipal departments may request modifications to the documents submitted, at the applicant's expense. A recommendation is then made for approval by the Municipal Council, which will designate the nature of the contribution for park purposes or easements, where applicable.

This approval of the preliminary plan cannot be considered as giving the applicant the right to carry out any work whatsoever. The Municipality retains full discretion as to whether or not to sign an agreement, despite the recommendation of its departments.

Required documents:

- 1.1 Signature of applicant's declaration provided by the Municipality.
- 1.2 Preliminary subdivision plan, prepared by a professional (e.g., engineer, land surveyor, urban planner, technologist) of the site targeted by municipal work, indicating all streets and lots requiring cadastral survey, as well as any natural constraints on the entire lot to be developed. Note that the preliminary plan may also indicate contributions for park purposes and easements if required by the Municipality.
- 1.3 Property valuation of the lot(s) concerned, based on the development project provided for in the agreement.

2. Preparation of the draft agreement

For the Municipal Council to approve the final agreement and, consequently, authorize the beginning of municipal work, the applicant must provide the Municipality with the following documents:

Required documents:

- 2.1 The final subdivision plan, prepared by a professional (e.g., engineer, land surveyor, urban planner, technologist) of the site targeted for municipal work, showing all streets and lots requiring cadastral survey, as well as any natural constraints on the entire lot to be developed.

Mainly, the final plan must show :

- Roadway: street (including curb), collector, pedestrian path;
- Drainage and services (aqueduct, wastewater): aqueduct pipe, sanitary pipe, storm pipe, ditches, culverts, pumping stations;

- Road safety: street lighting, signage, postal kiosk;
- Technical services: electricity (Hydro-Québec, Internet, gas) ;
- Designation of contribution for park purposes, playgrounds and natural areas;
- Necessary servitudes;
- Natural constraints including: wetlands, flood zones (0-20 years, 0-100 years, mass movement zone, chorus frog habitat, etc.).

2.2 The applicant must provide the financial guarantees stipulated in article 11.

2.3 The applicant must provide a schedule for completion of the work to be carried out. This schedule must indicate the various stages of the project, and more specifically the following stages:

- Dates and staggering of the various phases up to completion of the work, if the applicant intends to divide the municipal work into more than one phase;
- Desired opening date of the street as a public street;
- Expected date of receipt of necessary authorizations from various ministries (Ministry of Environment, Ministry of Transports, etc.) or other public authorities, if applicable;
- Desired date for connection to municipal and technical services (Hydro-Québec, Internet, gas), if required;

2.4 Any other document, information, plan or study that may be required by the Municipality for approval of the application.

3. Approval of the final agreement by the Municipal Council and signature of the agreement by the parties.

4. Payment of permit or certificate fees and granting of permit by the Municipality.

5. Beginning of municipal work stipulated in the agreement.

6. Issuance of performance bonds based on final acceptance of work certified by the designated professional, according to type of work and phasing determined in agreement.

7. Transfer of municipal work by notarial deeds.

8. Issuance of maintenance bonds based on final acceptance of work by the designated professional.

SECTION 7. Applicant's obligations under an agreement

To be authorized to begin work, the applicant must:

- 7.1 An agreement must be entered into with the applicant prior to carrying out the municipal work intended to become public, within 12 months of the transmission of the preliminary plans and specifications, failing to do so the applicant will be deemed refusing to sign the agreement.
- 7.2 If there is more than one applicant, each applicant must commit to the Municipality, jointly and severally, for each and every one of the obligations provided for in the present bylaw or in the agreement.

While the municipal work is being carried out, the applicant must :

- 7.3 The Municipal Council may assign responsibility for carrying out the municipal work to the applicant, in whole or in part, in accordance with the terms and conditions set out in this bylaw.
- 7.4 The applicant undertakes to pay 100% of all fees and costs associated with carrying out the municipal work listed in Chapter 3 of this bylaw and to transfer all municipal work provided for in the agreement free of charge;
- 7.5 Plans and specifications, notices of change, inspection reports, analyses and tests are binding on the applicant and constitute the Municipality's requirements for taking over municipal work by the Municipality.
- 7.6 The applicant must allow access for the works to be inspected and tested at all times;
- 7.7 The applicant shall bear the cost of any corrective work or inspections and tests and shall restore any works, if disturbed, all at the applicant's expense;

After completion of municipal work, the applicant must :

- 7.8 The applicant undertakes to indemnify the Municipality against any claim whatsoever that may arise from the execution of the work, inspections, tests or corrections and undertakes to take up the Municipality's defence in any legal proceedings.
- 7.9 The applicant undertakes to transfer, by notarial deed and at its own expense, the municipal work intended to become public.

CHAPTER 3. PROVISIONS RELATING TO MUNICIPAL WORKS

SECTION 8. Beginning of work under agreement

No work, unless expressly authorized by the Municipality and in cases of absolute necessity, may start prior to the signing of said agreement.

SECTION 9. Execution of municipal work

The applicant is the prime contractor for the municipal work, and, in this case, all costs associated with the municipal work to carry it out shall be borne by the applicant.

SECTION 10. Costs related to municipal work

1. Subject to paragraph 2.a), the applicant shall assume one hundred percent (100%) of all costs associated with the completion of the municipal work covered by the agreement. In addition, the applicant must assume the following costs (non-exhaustive):
 - Costs related to surveying, staking and topographical surveys;
 - Costs of any other studies required (e.g.: laboratory and soil studies, surveying, hydrology, environmental (phase 1 and 2), biological, watercourse, watershed, drainage, structural, traffic, signage, easement preparation, etc.), if required;
 - Costs related to the preparation of plans and specifications (preliminary and final plans);
 - Costs related to the preparation, execution, inspection, testing, correction and supervision of the municipal work in question;
 - Legal fees (lawyers, notaries and other professional fees) incurred for the transfer of the municipal work in question;
 - All taxes, including provincial and federal sales taxes;
 - Any other costs required for the design and execution of the municipal work covered by the agreement.
2. Subject to the exceptions set out below, the applicant shall assume 100% of the cost of carrying out the municipal work covered by the agreement:
 - a) In the event that the Municipality requires oversizing as defined in the present bylaw, or the construction of a pumping station, retention basin or booster station and their interception and collection works, or any other equipment, infrastructure or construction of the same nature, and as a prerequisite to the issuance of a permit or authorization and the signing of the agreement, if, as a result of the execution of the agreement, the municipal work in question benefits a beneficiary, in this case a citizen other than the applicant, in a concrete and reasonable manner, by improving the municipal services available to his or her building or by improving his or her living environment, the latter must participate in

the payment of the cost of the municipal work in proportion to the benefit received through a share levied in accordance with the Act respecting municipal taxation (L. R.Q., c.F-2.1).

CHAPTER 4. PROVISIONS RELATING TO REQUIRED FINANCIAL GUARANTEES

SECTION 11. Types of financial guarantees required under the agreement

In order to guarantee the proper performance of all of the applicant's obligations, the latter must provide, for the preparation of the draft agreement as indicated in section 6 and mandatory for the signing of the agreement, a duly authorized financial institution within the limits of the province

of Quebec, payable to the order of the Municipality and, cashable upon request by the latter. The sum of the financial guarantee amounts is equivalent to the work estimate certified by the designated professional:

Financial performance bond: The applicant must provide a financial performance bond, including full payment for labour and materials. The financial performance bond may be segmented into performance phases, subject to agreement between the parties (e.g.: construction of phase 1 of a road may include a financial performance bond for the road's infrastructure and another financial performance bond for paving phase 1 of the road).

and

Maintenance financial guarantee: The applicant must provide a maintenance financial guarantee or maintenance bond equivalent to 10% of the total municipal work covered by the agreement. The maintenance financial guarantee is held for a period of two years from final acceptance of the work, before being returned to the applicant.

When the contribution for parks, playgrounds and natural areas is planned in surface area (land) and unattainable (undeveloped) according to the phasing of the project:

If the development project is to be carried out in several phases and the portion of land to be transferred as parks, playgrounds and natural areas under the subdivision bylaw is in a subsequent phase not included in the subdivision plan, the applicant must pay, either in cash or in the form of a bank letter of credit, an amount equivalent to the price of the land to be transferred based on the value determined according to the subdivision bylaw in effect for the land to be transferred.

The applicant must also undertake to dispose of the land when the subsequent phase is developed. Should the subsequent phase not be carried out according to schedule, the Municipality will either require the transfer or will keep the sums as compensation and pay them into its special fund for parks, playgrounds and natural areas.

SECTION 12. Methods of remitting financial guarantees

The applicant is automatically designated as the person responsible for carrying out the municipal work. For each remittance of a financial guarantee, the applicant must provide a certificate of completion of the work.

Terms of delivery of the performance bond :

Delivery of the performance bond is made at the time of final completion of the work for the portion of the work completed, as worded in the financial guarantee and mandatorily attested by the designated professional.

Terms of delivery of the maintenance bond :

The maintenance bond shall be remitted two (2) years after receipt of the designated professional's attestation that all municipal work covered by the agreement has been completed, subject to the

notarized transfer of said municipal work covered by the agreement and to be transferred to the Municipality.

Method of delivery of the financial guarantee in connection with the contribution for park purposes, playgrounds and natural spaces planned in surface area (land) and unattainable (undeveloped) according to the phasing of the project:

SECTION 13. Penalties for delay, non-completion of municipal work covered by the agreement and withholding of financial guarantees


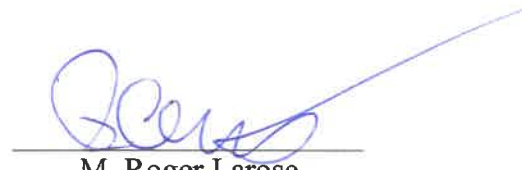
In the event of delay or non-completion by the applicant in carrying out the municipal work incumbent upon it in accordance with the schedule specified in the plans and specifications, the Municipality may exercise its rights under the financial guarantees provided by the applicant. The Municipality will be entitled to carry out and have certified the municipal work, still overdue or not completed, covered by the agreement, using the financial guarantee for execution or the financial guarantee for maintenance.

SECTION 14. Coming into force

This bylaw repeals and replaces bylaw 08-12.

The present bylaw will come into force after completion of the formalities provided for in the Act respecting land use planning and development (L.R.Q., chapter A-19.1) and may only be modified by means of another bylaw in accordance with the provisions of the said Act.

GIVEN AT PONTIAC, this February 13 2024.


Mr. Louis-Alexandre Monast
Assistant Director General,
Clerk and Secretary-treasurer
M. Roger Larose
Mayor

<u>Notice of motion :</u>	January 23, 2024
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<u>Adoption of the bylaw :</u>	February 13, 2024
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