

In case of discrepancy, the French version shall prevail

**CANADA
PROVINCE QUEBEC TOWN
OF LAC-BROME**

**BY-LAW 607 CONCERNING AGREEMENTS FOR MUNICIPAL
WORK**

Town of Brome Lake
Clerk's office

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CANADA
PROVINCE OF QUEBEC
TOWN OF LAC-BROME

**BY-LAW CONCERNING AGREEMENTS FOR
MUNICIPAL WORK**

**PART 1: DECLARATORY PROVISIONS
AND INTERPRETATIVE**

CHAPTER 1: PROVISIONS

1. TITLE

This by-law is entitled "By-law concerning agreements for municipal work".

2. TERRITORY COVERED

The present by-law applies to the entire territory of Town of Brome Lake.

3. IMPERATIVE GENERAL RULE

The issuance of a building or subdivision permit, or a certificate of authorization for a residential or commercial development project, is subject to the prior conclusion of an agreement between the developer and the Town concerning the execution of work related to municipal infrastructures and equipment and assumption of costs related such work, in accordance with the provisions of the present by-law.

4. DISCRETIONARY POWER OF THE COUNCIL

Nothing in the present by-law shall be interpreted as diminishing or restricting the discretion of the Town Council of Town of Brome Lake to decree the carrying out of municipal works for residential or commercial development and to provide for their financing.

The Council has full responsibility for planning and controlling the development of the Town's territory, and may, its discretion, rule the advisability of extending the Town's street and infrastructure network and carrying out certain related work. Compliance with planning by-laws does not oblige the Council to accept the project.

At all times, Council retains the discretionary power granted to it by law to enter into or refuse to enter into an agreement with a developer for the execution of municipal works.

When the Town agrees, at the request of a developer, to allow municipal work to be carried out within the scope of the present by-law, the applicable conditions are those set out in the present by-law.

5. VALIDITY

This Regulation is adopted as a whole, title by title, chapter by chapter, article by article, paragraph by paragraph, subparagraph by subparagraph, in a way that if a title, chapter, article, paragraph or subparagraph is or were ever to be declared null and void, the other provisions of this Regulation would continue to apply as far as possible.

CHAPTER II : PROVISIONS

6. TABLE, DIAGRAM, GRAPH, SYMBOL AND SKETCH

Unless otherwise indicated, any table, diagram, graphic, symbol, sketch or other form of expression other than the text contained in or referred to by it forms an integral part of this by-law. In the event of a contradiction between the text and a table, diagram, graphic, symbol, sketch or other form of expression, the text prevails.

Any sketch inserted in the present by-law may be used to interpret any of its provisions, regardless of where it is located in the by-law.

7. INCOMPATIBILITY BETWEEN A PROVISION GENERAL AND A SPECIFIC PROVISION

In the event of incompatibility between two provisions of the present by-law or between the present by-law and another by-law, the specific provision shall prevail over the general provision.

Unless otherwise stated, when a restriction or prohibition prescribed by the present by-law is incompatible with any other by-law, the most restrictive or prohibitive provision applies.

8. DIMENSIONS AND MEASUREMENTS

Unless otherwise stated, all dimensions and measurements used in this by-law are in metric.

9. DEFINITIONS

Unless otherwise expressly stated or resulting from the context of the provision, the following expressions, terms and words have, in the present by-law, the meaning and application attributed by Town of Brome Lake Zoning By-law 596 and Subdivision By-law, as well as the present article.

"Competent Authority": The expression "Competent Authority" refers to the Town of Brome Lake's Land Management and Environment Department.

"Beneficiary": any person, other than the holder of a permit or certificate subject to this by-law, who owns an unserviced immovable identified in the appendix to the agreement, who benefits from all or part of the work covered by the agreement. The benefit is considered to have been received not only when the person actually uses the good or service, but also when the good or service benefits him or is likely to benefit the immovable he owns.

"Diameter": The word "diameter" means the nominal diameter by which a pipe, fitting or trap is commercially designated.

"Engineer": The word "engineer" means a member in good standing of the Ordre des ingénieurs du Québec.

"MDDELCC": Refers to the Ministère du Développement durable, de l'Environnement et de la Lutte contre les changements climatiques.

"Structure d'art": The term "engineering structure" means a civil engineering work incorporated into infrastructure, such as cast-in-place concrete structures, walls and low walls of any kind, guardrails, concrete pavers, foundation drains, culverts, scuppers, sedimentation basins, filtering marshes, ditches, rain gardens or other bi-retention structures, musoirs, lighting, electrical distribution, the telecommunications network, the gas network and any work of a similar nature.

"Park": The word "park" refers to, but is not limited to, a public or private area of land intended for community use, such as a pavilion, playground or recreation area, arena, swimming pool and other similar facilities.

: The term "crosswalk" refers to a passageway allowing pedestrians to cross the roadway. It is mainly located at intersections.

"Overall project": The expression "overall project" means the overall project as defined in Zoning By-law 596.

"Developer": The word "developer" refers to any legal or natural person, or a group of such persons, who applies to the Town for authorization to carry out municipal work with a view to serving one or more municipalities.

several lots on which anyone proposes to carry out a residential or commercial development project.

"Waterworks": The expression "waterworks" means the entire public system of conduits and equipment used primarily for the supply of drinking water to properties, as well as for firefighting, and without limiting the generality of the foregoing, the waterworks include valves, valve boxes or chambers, air and water traps and hydrants.

"Combined sewer system": The expression "combined sewer system" means the combined public domestic sewer system and storm sewer system.

"Domestic sewer system": The expression "domestic sewer system" means the public system of conduits that contains and conveys wastewater and includes sewer pipes and manholes.

"Storm sewer system": The expression "storm sewer system" means the public system of pipes that contains and conveys rainwater, runoff, snowmelt and high groundwater, and includes pumping stations, pipes, manholes and catch basins.

"Street": A road intended for motor vehicle traffic.

"Multi-purpose path": The term "multi-purpose path" refers to a surface of land not adjacent to a roadway designed for activities such as bicycling, tricycling, walking, running and cross-country skiing.

"Sentier piétonnier": The term "pedestrian path" refers to a link between two streets, or between a street and a park, reserved for pedestrians and cyclists. Its purpose is to shorten walking distances and improve accessibility to a site or service on foot.

"Municipal works": The term "municipal works" refers to all works relating to municipal infrastructure and equipment covered by this by-law, including, but not limited to: water and sewer works, roads, electrical works, telecommunications, parks, drainage and runoff management equipment, as well all ancillary and related works required, including the acquisition of immovables or easements required to carry out said works.

"First stage work": The term "first stage work" refers to waterworks, domestic and storm sewers, service entrances, sub-base, granular base, street drainage, electrical distribution and lighting, signage and traffic lights.

"Second-phase work": The term "second-phase work" refers to first and second layers of paving, curbs, sidewalks, pavement markings, fences, walkways, parks, pedestrian paths and multipurpose paths.

"Third-stage work": The expression "third-stage work" designates the final acceptance of the work and the transfer of the streets to the Town.

"Bicycle lane": The term "bicycle lane" refers to that part of a public roadway reserved for bicycle traffic and adjacent to a roadway.

PART II: FIELD OF APPLICATION

CHAPTER 1: PURPOSE

10. SUBJECT TO AGREEMENT

The issuance of any subdivision or building permit, or any certificate of authorization required as part of a residential or commercial development, or an overall project requiring municipal work, is subject to the conclusion of an agreement between the developer and the Town concerning the carrying out of work related to municipal infrastructures and equipment and the assumption of costs related to such work by the developer. The agreement must be concluded in accordance with the provisions of this by-law.

No municipal work may be carried out or caused to be carried out without a prior agreement between the Town and the project proponent concerning the carrying out of the municipal work and assumption or sharing of costs relating thereto.

These prohibitions do not apply to the Town.

CHAPTER II : REGULATED WORK

11. TARGETED INFRASTRUCTURES AND EQUIPMENT

For the purposes of this by-law, the infrastructures and equipment to be covered by an agreement include, but are not limited to, the following:

- a) aqueduct infrastructures;
- b) domestic sewage infrastructure;
- c) storm sewer infrastructure;
- d) ditches, culverts and streams;
- e) stormwater control structures;
- f) aqueduct booster stations;
- g) pumping stations;
- h) retention basins;
- i) stabilization works;
- j) street construction, including paving;
- k) service entrances;
- l) kerbs, median strips and sidewalks;
- m) structures;
- n) fences;
- o) traffic lights;
- p) signage, including street and markings;
- q) lighting;
- r) pedestrian crossings and paths;
- s) multi-purpose trails and bike paths;
- t) park development;
- u) level crossings;
- v) electricity, telecommunications and gas distribution;
- w) all work required to ensure compliance of infrastructures and equipment with applicable laws and regulations;
- x) retaining walls.

PART III: MUNICIPAL WORK AGREEMENT

CHAPTER 1: REQUEST

12. REQUEST THE CONCLUSION OF AN AGREEMENT

Any developer wishing to enter into an agreement with the Town for the performance of municipal work must submit a request to that effect to the Land Management Department, in accordance with the terms and conditions set out in this part.

13. CONDITIONS FOR ADMISSIBILITY OF A CLAIM

A request is admissible if the following conditions are met:

- a) all developers must own the majority of the cadastral lots benefiting from the proposed work or, if not, must have obtained the notarized or sworn written consent of more than fifty percent (50%) of the owners of such lots to the effect that they consent to the execution of the work;
- b) where a street is planned, its length must be at least two hundred (200) linear metres, unless incompatible with the approved subdivision project or impossible due to a physical constraint. This incompatibility or impossibility must be demonstrated to the satisfaction of the competent authority.

14. CONTENTS OF THE REQUEST

The request must be drawn up in French in the form prescribed in Appendix I and must contain the following information:

- a) a letter to the Council explaining the project;
- b) a plan showing the boundaries of the land involved in the project and defining its perimeter;
- c) a description of the number *and* type of buildings planned within the project perimeter;
- d) 1:1000 or 1 : 1500, drawn up and signed by a land surveyor, indicating the names of the current owners of each lot within the project perimeter; this plan must show the proposed streets and lots with their connection to the geodetic network; existing easements must shown on this plan; this plan must also indicate the grade of the land along the center line of each of the proposed streets and along two lines parallel to this center line and each located 15 m from this center line. On these lines, the spacing between grade points must not exceed 20 m;
- e) the name, address, occupation and telephone number of the promoter; if the promoter is different from the owner, he or she must provide a letter of agreement or power of attorney;
- f) the written consent of the owners concerned to authorize the work to be carried out on the front of their building; if such consent cannot obtained, the developer must provide a document identifying the owner(s) concerned.

for which he unable to obtain consent;

- g) an offer of service from an engineering council describing the costs and the steps to be taken and their deadlines in order to complete the project, including the preparation preliminary plans, project perimeter plans, drainage plans, specifications, construction plans, supervision, execution of the work and all the elements required to reach final acceptance of the project and the plans as built;
- h) all relevant information to establish as accurately as possible the type (intended uses), number and value of the proposed buildings that will be entered on the property assessment roll following completion of the project;
- i) a demonstration that the project complies with or undertakes to comply in all respects with the standards set out in the by-laws adopted by the Town, in particular, the by-laws adopted pursuant to the *Act respecting land use planning and development (R.S.Q. c. A-19.1)*.
- j) in addition, in the case of an overall project, the developer must submit a plan showing the project's development schedule, including, but not limited to, the sections, phases and characteristics of public works related to the project;
- k) any additional technical documents required for the study of the request, as listed in article 16, as well as any other element that the competent authority deems relevant the study its request, in particular an analysis and an attestation from the engineer establishing that the Town's current facilities are sufficient to meet the needs that will be generated by the networks targeted by the developer's project;
- l) an environmental characterization study carried out by an expert council indicating, but not limited to, the presence of wetlands, rare plants, endangered species and wildlife habitats in the area concerned;
- m) if applicable, a plan for the use of existing buildings, including demolition, change of use and soil decontamination if necessary.

15. PAYMENT OF CLAIM PROCESSING FEES

The request must be accompanied by a certified cheque or money order payable to Town of Brome Lake in the amount of one thousand dollars (\$1,000). The amount required to analyze the request is non-refundable. Comprehensive projects are not subject to this section.

16. STUDY OF THE REQUEST

In addition to the documents required under Article 14, the competent authority examines the promoter's request taking into consideration the following elements, based on the submission of the following information and documents:

- a) the impact of the project on the natural and built environment:
 - i) compliance with town planning regulations;
 - ii) Phase 1 environmental study (when required by the Land Management);
 - iii) the characterization study and remediation plan required by the MDDEFP if all or part of the land to be developed is contaminated;
 - iv) any document required by the MDDEFP under section 22 of the *Environment Quality Act (R.S.Q. c. Q-2)*;

- v) a plan showing the proposed wetland compensation areas;
 - vi) the layout plan for exploratory cuts.
- b) the technical feasibility of serving the project with municipal infrastructure and equipment:
- i) data on planned sewer discharges and water supply requirements;
 - ii) fire protection data;
 - iii) traffic impact study.
- c) the scale of the costs inherent in building or modifying this infrastructure and equipment and, subsequently, in maintaining and operating it:
- i) the various data used to estimate the profitability of the project submitted (type(s) of dwelling(s), summary valuation of dwellings, etc.).

Following analysis of the project, the developer is informed of additional elements or modifications that need to be made to the project to comply with the Town's urban plan, regulations, standards and specifications.

17. RESPONSE TO THE REQUEST

No later than ninety (90) days after receiving a complete request, the Town will inform the developer, by resolution of its Council, of its decision whether or not to grant the request. The Council's resolution must also rule on its willingness to provide for the extension of municipal infrastructures and make known its decision on the payment of park fees. If so, the resolution states that implementation of the development project is subject to the conclusion of an agreement. Should this be the case, the competent authority prepares a draft agreement, which is submitted to the developer and Council for approval.

If the project requires the amendment of one or more urban planning by-laws, the ninety (90) day period begins on the effective date of the last by-law to be amended.

18. MINISTERIAL AND OTHER APPROVALS

All obligations arising from an agreement between the developer and the Town are conditional upon approval of the plans and specifications by all competent authorities, including but not limited to the MDDELCC, and any other approvals that the parties must obtain, including with respect to any borrowing by-law that the Town may adopt; until all required approvals have been obtained, work may not commence.

19. PREREQUISITES

No building permit for any construction work, with the exception preliminary clearing for land surveys, nor any certificate of authorization for any of the works referred to in Article 10 may be issued without a prior agreement between the project proponent and the Town concerning the execution of the relevant municipal work and the assumption or sharing of costs relating to such work.

This obligation does not apply to the Town.

20. OFF-SITE INFRASTRUCTURE AND EQUIPMENT

This agreement may also cover infrastructure and equipment, in particular infrastructure to be built in a connection sector, regardless of where they are located, provided that the buildings to be served are located on Town territory.

CHAPTER II : TERMS AND CONDITIONS RELATING TO THE CONTENT AND PREPARATION OF THE AGREEMENT

21. CONTENTS OF THE AGREEMENT

The agreement must include the following items:

- a) the name and designation of the parties;
- b) description of the work and designation of the party responsible all or part of the work;
- c) the date by which the work must be completed by the promoter;
- d) a penalty of \$500 per day, recoverable in the event of delay in carrying out the work for which the developer is responsible;
- e) the determination of costs relating to work to be carried out by the developer;
- f) proof of a liability insurance policy in the amount of five million dollars (\$5,000,000), to cover all risks inherent in the performance of the work provided for in the agreement; this insurance policy must be taken out and maintained in force until final acceptance of the work by the Town and include in the policy or in an endorsement to this end, the following undertaking, which must appear verbatim:

"It is understood and agreed that the Declarations section of the policy is amended to cover the performance of municipal work within the meaning of the By-law concerning agreements relating to municipal work adopted by Town of Brome Lake.

In connection with the performance of the contract, the limit of liability is a minimum of five million dollars (\$5,000,000) with a deductible of less than five thousand dollars (\$5,000) per occurrence, and covers claims for bodily injury and property damage combined. Subject to the limit of liability, the insurance afforded by this policy applies to any action brought against one insured by another insured or by an employee of any other insured, in the same manner and to the same extent as if a separate policy had been issued to each of them. It is understood and agreed that the policy is amended so that the delay between the notice and the effective date of cancellation by the insurer is at least thirty (30) days and that the official notice is addressed to the Town of Brome Lake, 122 Lakeside Road, Brome Lake, Quebec, JOE 1V0";

- h) an undertaking by the developer to add the Town as an additional insured to its insurance policy to the effect that it will hold the Town harmless against any damage caused to persons or property during the execution of the work, resulting from the fault, negligence or imprudence of the contractor's employees or servants or of subcontractors engaged to carry out the work provided for in the agreement;

- i) an undertaking to transfer to the Town, for the nominal sum of \$1, the land on which the work will be carried out, including in particular the works carried out and all active servitudes and other real rights necessary for the full enjoyment of the rights to be conferred on the Town;
- j) payment terms for work supervision and laboratory fees invoiced by the Town;
- k) the financial guarantees required of the promoter, established in accordance with the present by-law and provided by the promoter when the agreement is signed;
- l) any other element relevant to the completion of the municipal work required for the development project, or terms and conditions to be agreed upon by the parties on a case-by-case basis.

22. INFORMATION REQUIRED A THE PREPARATION OF DRAFT AGREEMENT

The following information must be sent to the competent authority by the promoter or its authorized representatives for the preparation of the draft agreement:

- a) a cadastral operation project for the land(s) it owns, if applicable, representing all streets and lots to be cadastrated. In addition, the developer must include in this project any land it owns and, if applicable, any land it does not own;
- b) when required for harmonious development, the Town may ask the developer to submit a project plan covering a larger area than the lots to be cadastrated;
- c) an indication of the number of housing units planned for the project.

23. PLANS, ESTIMATES AND DETAILED SPECIFICATIONS

The developer must provide the competent authority with detailed plans and specifications prepared and signed by an engineer, including a complete list of materials and the quality or class of said materials, and obtain, by delegation from the Town, all required government certifications.

All fees are payable exclusively by the developer.

Along with the plans and specifications, the developer shall submit to the Town a breakdown of the costs estimated by its professionals for the project in dollars, using an appropriate unit of measure, and shall provide a schedule for the completion of the work. Geotechnical studies, if any, must also be submitted.

24. COSTS INCURRED BY THE DEVELOPER

All costs to complete the municipal work are to be borne by the developer, including all actual costs related to the preparation of detailed plans and specifications and all construction costs and, without limiting the generality of the foregoing, professional fees and costs related to surveying, staking, topographical surveys, preparation of deeds of conveyance and easements and the final plan.

The plans and specifications must be accompanied by a certified cheque or bank authority payable to Town of Brome Lake in the amount of four thousand dollars (\$4,000). For overall projects, the amount is set at two thousand dollars.

(2 000 \$). This amount is required for the analysis of the conformity of the plans and specifications to the specifications. This amount is non-refundable.

25. DEVELOPER' PERFORMANCE GUARANTEE

Upon signature of the agreement, the developer must provide the Town with a performance guarantee each and every one of its obligations, and maintain it valid for entire term of the agreement, i.e. until final acceptance of the work and transfer of the municipal infrastructures.

- a) in the form of an irrevocable and unconditional bank letter of guarantee issued by a financial institution duly authorized to do so within the limits of the Province of Quebec, payable to the order of Town of Brome Lake and cashable upon notice to the financial institution of the existence of a default by the developer;
- b) in the form of a bond issued by a company legally authorized to act as guarantor;
- c) in the form of certified cheque payable to Town of Brome Lake;
- d) in any other form deemed equivalent by the Town.

The performance bond corresponds to an amount of fifty percent (50%) of the estimated total cost (including taxes) of the work assumed by the developer.

For comprehensive projects, the developer must post a performance bond in the amount of fifty percent (50%) of the estimated total cost (including taxes) of the work related to the sewer and waterworks system.

26. RELEASE OF PERFORMANCE BOND

provisional acceptance of the first-phase work, the Town accepts the release of fifty percent () of the performance bond. To take advantage of this release, the developer must provide a performance bond in accordance with article 25 of this by-law, corresponding to twenty-five () of the estimated total cost (including taxes) of the work assumed by the developer. Upon final acceptance of the third-phase work, the Town accepts the release of the remaining fifty percent (50%) of the performance bond.

For complete projects, the performance bond will be released upon final acceptance of the work.

27. WARRANTY FOR COLLATERAL, MATERIALS AND SERVICES

At the signing of the agreement, the developer must provide the Town with a performance bond and a guarantee of the contractor's obligations for pledges, materials and services corresponding to fifty percent () of the amount of the contract between the developer and the contractor. This guarantee must be provided in the form of a bond issued by a company legally authorized to act as surety, or in the form of a certified cheque, money order, draft or bearer bonds issued or guaranteed by the Government of Quebec or the Government of Canada, and maturing in no more than five (5) years.

In particular, but without limitation, this guarantee shall cover, for the benefit of the Town, any debt owed to :

- a) any subcontractor of the contractor;

- b) any person, firm or corporation that has sold or leased the contractor or its subcontractors services, materials or equipment intended exclusively for the work covered by the agreement;
- c) any supplier of materials specially prepared for the work covered by this agreement;
- d) the Commission de la santé et de la sécurité du travail for its contributions;
- e) any professional who has provided services under the agreement.

28. QUALITY GUARANTEE

In order to obtain provisional acceptance of the work by the Town, the developer must deposit an unconditional and irrevocable bank letter of guarantee guaranteeing the quality of the work for a period extending between provisional acceptance of the work and one (1) year after final acceptance of the work by the Town, and equal to five percent (5%) of the cost of the work; this bank letter of guarantee may be replaced by a certified cheque, authority, draft or bearer bonds issued or guaranteed by the Government of Quebec or the Government of Canada, and maturing in no more than five (5) years.

This amount is retained by the Town until a resolution is passed accepting the final work, to cover any default in the developer's or contractor's obligations.

29. PAYMENT GUARANTEE FOR WORK CARRIED OUT BY THE TOWN OF LAC BROME

To the extent that the Town itself carries out certain work covered by the project or assumes responsibility for such work, the developer must, upon signing the agreement, provide the Town with a payment guarantee equivalent to one hundred percent (100%) of the cost of the work to be carried out in whole or in part by the Town:

- a) in the form of an irrevocable and unconditional bank letter of guarantee issued by a financial institution duly authorized to do so within the limits of the Province of Quebec, payable to the order of Town of Brome Lake and cashable upon notice to the financial institution of the existence of a default by the developer;
- b) in the form of a certified cheque payable to Town of Brome Lake;
- c) in any other form deemed equivalent by the Town.

30. SIGNATURE OF AGREEMENT

The Town reserves a period of ninety (90) days to finalize the signing of the agreement following the submission of the necessary elements and their acceptance by the competent authority.

CHAPTER III : TERMS AND CONDITIONS FOR WORK

31. START OF WORK

Municipal work for which an agreement has been reached must begin within twelve (12) months of the Town signing the agreement, failing a new request must be submitted for approval.

32. DEADLINE FOR COMPLETION OF WORK

Stage 1 work must be completed within twelve (12) months of signing the agreement.

Work on the second layer of paving may not begin within twelve (12) months of completion of the first stage and before fifty percent (50%) of the lots have been built.

Notwithstanding the second paragraph of the present article, if less than fifty percent () of the lots are built within forty-eight (48) months of the date of signature of the agreement, the work on the second stage must be completed between the 49th and 60th months following the signature of the agreement.

For overall projects, the developer must work the infrastructure to be returned to the Town twelve (12) months of signing the agreement.

33. WORK EXECUTION

The promoter is responsible for carrying out all the work covered by the agreement. The promoter acts as prime contractor for the work.

34. SITE SUPERVISION

At all times, the complete supervision of the work relating to the infrastructures that will be retroceded to the Town will be carried out by the engineer authorized by the developer, and no work may be carried out without the developer having notified the engineer. In addition, the Town may carry out partial supervision of the work, the cost of which is to be borne by the developer. This amount must be paid in full before the Town approves provisional acceptance of the work, for both the first and second stages.

The Town is responsible for quality control authorities, and the costs are billed to the developer.

Upon provisional acceptance of both the first and second phases of work, the developer must provide the Town with a final project plan that meets the Town's requirements.

35. PROVISIONAL ACCEPTANCE OF WORKS

When the first-stage or second-stage work has been fully completed, and on the recommendation of the engineer appointed by the developer, the project manager appointed by the Town will provisionally accept the work.

In the case of overall projects, provisional acceptance is given when the work is fully completed and on the recommendation of the engineer authorized by the developer, the Town provisionally accepts the work.

36. STREET MAINTENANCE

Complete maintenance of the street and its components (including but not limited snow removal, de-icing, dust abatement, sweeping, etc.) until final acceptance of the third-phase work is entirely at the developer's expense.

If the developer fails to maintain the street, the Town may carry out the necessary work or have it carried out, at the developer's expense. In such a case, the Town may use, in whole or in part, the performance guarantee provided by the developer. Such maintenance does engage the Town's responsibility for the quality of the work performed by the developer.

The Town may also, at its discretion, refuse the transfer of streets and their components mentioned in the first paragraph of the present article that have not been maintained by the developer in compliance with the present by-law.

37. ISSUING BUILDING PERMITS

Subject to any other regulatory provisions, any lot included in the development project covered by the agreement between the developer and the Town may be the subject of a building permit from the time of provisional acceptance of the first-phase work. For comprehensive projects, building permits may be issued once the agreement has been signed.

38. FINAL ACCEPTANCE OF WORKS

Provided there are no deficiencies, and on the recommendation of the engineer authority appointed by the developer, final acceptance of the work by the Town takes place one (1) year after the date of provisional acceptance of the second-phase work on the project. For overall projects, final acceptance is given one (1) year after provisional acceptance of the work.

39. TRANSFER MUNICIPAL STREETS AND INFRASTRUCTURES

The developer must transfer to the Town, for the sum of ONE DOLLAR (\$1.00), the lots forming the base of streets and other lots intended for public use. For overall projects, the developer must transfer the sewer and aqueduct systems to the Town for the sum of ONE DOLLAR (\$1.00).

This transfer must include all easements deemed necessary by the Town.

The promoter chooses the notary and assumes the costs of the notarial deed.

The developer must, before transferring the street plates to the Town or any other infrastructure, submit to the competent authority a statutory declaration confirming payment of material suppliers, labour, subcontractors and CSST.

In the event of a dispute between the developer or contractor and its suppliers, labour and subcontractors, the developer must stipulate in the contract that it will hold the Town harmless from any claim or hypothec that may result from the dispute.

and explicitly undertakes to pay the costs of cancellation of mortgages and any legal fees and expenses that may be incurred the Town as of such litigation.

40. PAYMENT AND INTEREST

Contributions and payments required from the developer under a memorandum of understanding are payable no later than thirty (30) days following the request for payment. Any amount unpaid by the developer shall bear interest at the rate applied by the Town to tax arrears.

PART IV: OFFENCES AND PENALTIES

41. INFRACTIONS

Any person who contravenes any provision this by-law is guilty of an offence.

If an offence is continuous, this continuity constitutes a separate offence day after day.

42. PENALTIES

In addition to the remedies provided for in sections 227 to 233 of the *Act respecting land use planning and development* (R.S.Q., chapter A-19.1), any person who contravenes this by-law is liable to a minimum fine of five hundred dollars (\$500), but not exceeding one thousand dollars (\$1,000) if the offender is a natural person, or two thousand dollars (\$2000) if the offender a legal person.

For a repeat offence, the maximum fine is two thousand dollars (\$2,000) if the offender is a natural person, or four thousand dollars (\$4,000) if the offender is a legal entity.

43. QUOTES- PARTS

In the event that infrastructure work, as defined the agreement, benefits both the permit holder and persons other than the permit holder, the following rules will apply:

(1) the agreement shall contain a schedule identifying the immovables of the beneficiaries of the work, or the criteria for identifying them, which immovables subject such beneficiaries to payment of a share of the cost of on-site infrastructure work and of the other costs and fees listed in article 24;

2° all beneficiaries of the work shall share in the cost of the municipal on-site work they benefit from and identified in the agreement, their share being calculated on the basis of the frontage of their building in relation to the total frontage of all buildings benefiting from the work, including the building(s) of the permit holder, with the exception, where applicable, of local stormwater retention, drainage and treatment works, the costs of which, for the purposes of calculating the share, are shared on the basis of the number of square metres of the beneficiaries' buildings in relation to the number of square metres of all the buildings benefiting from the work, including the permit holder's building(s).

buildings. The frontage of a building is that obtained in accordance with the following calculation method:

The frontage of a building is the area in front of the municipal work in question.

The frontage of a non-rectangular lot which, when multiplied by 30, is less than 70% of the actual lot area in square metres, is fixed and calculated by dividing 9/10 of the actual lot area by the number 30.

(This is equivalent to the following formula:
FT (taxable frontage)= 9/10 of the actual surface area
(SR) of lot 30

If lot area is in square feet, divide by 100 rather than 30).

(3) all costs and charges that, accordance with this by-law, are to be borne by the permit holder and that are provided for in the agreement, are covered by this section;

4° no subdivision or building permit will be granted for an immovable identified in the appendix to the agreement provided for in the present article, unless the Town of Brome Lake has been paid the full share provided for this immovable;

5° all co-payments are due upon provisional acceptance of the work. No legal proceedings will be instituted by the Town of La Brome to recover an unpaid portion before the second anniversary of the due date;

6° any share bears interest at the rate set by regulation for any amount due to the Town of Brome Lake from the 31st day following the sending of the account by the Town.

In a case where the site fronts on only one side of a street that is, in whole or in part, either adjacent to a municipal property or adjacent to a non-constructible lot such as a side alley, an existing park, a natural environment or a river, the Town of Brome Lake assumes, subject to the availability of the necessary funds, 50% of the total costs and fees provided for in article 24, for infrastructures fronting this building and that would otherwise have the responsibility of the permit holder, and of the beneficiaries, if applicable.

PART V: FINAL PROVISIONS

44. ABROGATIONS

All provisions incompatible with the present by-law contained in all previous municipal by-laws are hereby repealed.

45. EFFECTS OF CANCELLATIONS

The repeals made by virtue of the present by-law do not affect any acquired right, any existing obligation, any procedure in progress, any sentence in progress, nor any act performed, decided, ordered or concluded or which must be done by virtue of these by-laws and their amendments; in particular, but without restricting the scope of the foregoing, they do not affect the following

resolutions made, orders given, contracts entered into, franchises or privileges granted or any other things done under the sway of these by-laws or amendments thereto; nor to the assessment, collection, apportionment tax rolls, nor to the rights and duties of the Town's officers, servants and employees, who continue to exercise their functions until otherwise decided under the present by-law; nor to bills, bonds or other securities issued by the Town, but on the contrary, all such acts, deeds and things shall continue to be governed by the provisions of such by-laws and amendments thereto until amended, replaced or revoked under the present by-law.

46. EFFECTIVE DATE

This by-law comes into force in accordance with the law.



Maire



Greffier

Notice of motion:	November 18, 2013
Adoption 1st draft:	January 13, 2014
Public consultation:	May 5, 2014
Adoption:	October 6, 2014
Publication:	October 14 and 15, 2014
Effective date :	October 15, 2014

Appendix 1

PRESCRIBED FORM OF REQUEST (ARTICLE 14)

Requests for the construction or modification of municipal infrastructures and equipment with a view to the realization of a real estate development project

1. Applicant identification

Name: _____

Address: _____

2. Detailed identification of the portion of land affected by the project and identification of its owner

a) Identification detailed

The subdivision plan attached to the application may be used lieu of detailed identification.

b) Owner

- lot or part of lot :
- owner :

3. Project description

a) Approximate length of proposed street _____ (meters)

b) Number of lots planned : _____ (number)

c) Plot dimensions
 (average area in square meters) : _____(square meters)

4. Type, number and value of buildings planned

Type	Number	Value/building (including land)	Total value

5. Timeframe for project implementation

Number of months ____ _

6. Declaration and signature of applicant

I, the undersigned, applicant, hereby transmit to Town of Brome Lake the present request for the construction or modification of municipal infrastructures and equipment in view of the implementation of the real estate development project described above and I request that Town accept the request favourably. I hereby declare that I have read the *Règlement sur les ententes relatives aux travaux municipaux*. I enclose with this request a certified cheque or bank authority in the amount 1,000\$ payable to Town of Brome Lake for the payment of fees and expenses for the study of this request and I acknowledge that this amount is non-refundable.

 Owner's signature

 Date

7. Declaration and signature of owner

I, the undersigned, have read the present request and declare that I am satisfied with it.

 Owner's signature

 Date

The form of the request can be modified to allow the identification and signature of a larger number of people.