
PROVINCE DE QUÉBEC
MUNICIPALITÉ DU CANTON DE HARRINGTON

**By-Law number 360-2024 on municipal
and infrastructure work agreements**

Resolution #2024-09-R302

Adoption of BY-LAW NUMBER 360-2024 on municipal and infrastructure work agreements

WHEREAS sections 145.21 and following of the Act respecting land use planning and development.

WHEREAS a notice of motion was duly given at the meeting of July 15, 2024.

WHEREAS a public consultation session was held on September 16, 2024.

WHEREAS a copy of this by-law was submitted to the members of the Municipal Council in accordance with the Quebec Municipal Code (RLRQ, c. C-27.1).

WHEREAS a copy of the draft by-law is available for public consultation at the beginning of the meeting.

IT IS MOVED BY: Councillor Richard Francoeur

AND CARRIED unanimously by the councillors (6):

TO ADOPT with modifications by-law number 360-2024 concerning agreements for municipal and infrastructure work.

THEREFORE, the Municipality of the Township of Harrington decrees as follows:

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

PROVINCE OF QUEBEC
MUNICIPALITY OF THE TOWNSHIP OF HARRINGTON
RÉGIONAL COUNTY MUNICIPALITY OF ARGENTEUIL

**BY-LAW NUMBER 360-2024 on
Municipal and infrastructure work agreements**

**1 DECLARATORY, FINAL AND INTERPRETATIVE
PROVISIONS**

SECTION 1.1 : DECLARATORY PROVISIONS

1. TITLE OF BY-LAW

This by-law is entitled "By-law respecting agreements for municipal and infrastructure work" and is numbered 360-2024.

2 PURPOSE

The main purpose of the by-law is to make the carrying out of municipal infrastructure work and all road infrastructure work subject to the conclusion of a work agreement in accordance with section 145.21 of the Act respecting land use planning and development L.R.Q. A-19.1.

3. SUBJECT TERRITORY

This by-law applies to the entire territory under the jurisdiction of the Municipality of the Township of Harrington.

The present by-law applies to all individuals and legal entities.

5. PARTIAL INVALIDITY OF REGULATIONS

Should any part, clause or provision of this by-law be declared invalid by a recognized court, the validity of all other parts, clauses or provisions shall not be questioned except in the event that the meaning and scope of the by-law are altered or modified thereby.

The Council has adopted this by-law section by section and would have enacted the remainder of the by-law notwithstanding the invalidity of part or all of one or more sections.

6. PARTIAL INVALIDITY OF REGULATIONS

No section of the present by-law shall have the effect of exempting any person from the application of any law of Canada or Quebec.

7. PRECEDENCE

When a provision of the present by-law is incompatible with any other municipal by-law, the most restrictive or prohibitive provision shall apply. Where provisions of the present by-law are incompatible, the specific provision shall apply in relation to the general provision.

8. ENTRY INTO FORCE

This by-law shall come into force in accordance with the law.

SECTION 1.2: RULES OF INTERPRETATION

9. DEFINITIONS

With the exception of the words defined in Permits and Certificates By-law number 195-2012, for the purposes of this by-law, the following words and expressions have the meaning and significance attributed to them herein. All other words used in this by-law retain their usual meaning.

Bicycle lane or path: Bicycle lane located in the right-of-way of a roadway, with a minimum width of 2.5 m and delimited by pavement markings or a continuous physical barrier.

Beneficiary: Any person who benefits from work carried out by a holder in execution of an agreement under this bylaw.

Agreement: Contractual document concluded in accordance with this by-law and defined in section 145.21 of the Act respecting land use planning and development L.R.Q. A-19.1.

Contractor: The person appointed by the applicant to carry out certain infrastructure work.

Infrastructure and equipment: All elements, private, public or destined to become so, necessary for the development and servicing of a new sector under development, a planned development or an already built sector. This includes, but is not limited to: roadways (foundation and paving), curbs, signage, bridges, sidewalks, paths, trails, lighting systems, guardrails, fences, aqueducts, storm and sanitary sewers

(including appurtenances), fire hydrants, aqueduct booster stations, sewer pumping stations, deaerator chambers, air bleeders, generators, reservoirs, wastewater or drinking water treatment plants and any other deemed equipment necessary to serve the beneficiaries.

Engineer: *Any person who is a member in good standing of the Ordre des ingénieurs du Québec and who produces all documents required for the execution, supervision and quality control of municipal work.*

Agent: Any person designated by the Municipality.

Applicant: Any natural person or legal entity, partnership, group of persons or association that applies to the Municipality for authorization to carry out work, with a view to serving one or more properties on which it is proposed to erect one or more constructions or on which constructions already exist.

Waterworks: A system of pipes and equipment used primarily to supply drinking water to buildings and to fight fires. Without limiting the generality of the foregoing, the aqueduct network includes valves, valve boxes or chambers, air and water traps, standpipes and pressure-reducing stations and booster pumps, as well as network connection fittings.

Domestic sewer system: A system of pipes, including the connection pieces of the network branch, which contains and conveys wastewater and includes, among other things, manholes and pumping stations.

Storm sewer system: A system of pipes, including connection pieces, that contains and conveys rainwater, runoff and snowmelt, and includes manholes, street catch basins and any other necessary installations.

Street: A public or private vehicular thoroughfare, suitable for vehicular traffic and serving as a means of access to the properties bordering it.

Private street: Street belonging to a private owner or an association of owners, the right-of-way of which has not been ceded to a municipality, the provincial government or the federal government.

Public street: Street owned by a municipality, provincial or federal government.

Off-pavement section: Portion of land located between the outer limit of the roadway or curb or sidewalk and the adjacent property line.

Signage: Signs and accessories intended to make road traffic safer or in compliance with the Highway Safety Code.

Oversizing: Infrastructures and equipment whose dimensions or capacities exceed those of the basic service required to supply equipment to the sector for which the applicant is requesting a permit. Examples include but are not limited to: a larger-diameter pipe, a pumping station, a wastewater treatment plant or a reservoir. On the other hand, a collector or arterial roadway is not considered as oversizing in the present by-law.

Supervision: Action taken by a qualified individual who monitors the work on a full-time basis to ensure that it complies with the plans and specifications submitted and accepted, as well as with the rules of the trade.

Lighting system: Includes lighting units, electrical cables and all elements required for its operation.

Work: the action of building infrastructure and equipment.

Municipal work: Any work involving infrastructure or equipment owned or administered by the Municipality or destined to become so.

Level I work: The expression "Level I work" refers to aqueduct, domestic and storm sewer systems, street foundations, drainage, and the installation of electrical power (electricity, Bell, etc.). Level I work also includes domestic service connections and accesses, including culverts, to waterfront properties.

Level II work: The term "Level II work" refers to the single or base layer of asphalt, sidewalks or curbs, crosswalks, fences, signage and the lighting system (electrical conduits for lighting and installation of street lamps).

Level III work: Level III work means asphalt wearing course and landscaping.

Sidewalk: Concrete space generally 1.50 m wide, located on the sides of a street and reserved for pedestrians.

2 APPLICATION

10. AGREEMENT REACHED ON INFRASTRUCTURE WORK

An agreement concerning the construction of infrastructure and equipment, and the assumption or sharing of the costs of such work, must be reached if collective infrastructure or equipment is to be installed to serve properties potentially covered by permits or certificates, or other properties on the territory of the Municipality. Such work may be carried out on or off the applicant's project site, provided it is intended to serve the properties covered by the applicant's request and, where applicable, other properties, and may be municipalized or remain private.

Without limiting the generality of the foregoing, infrastructure work includes aqueducts, sewers, sidewalks, curbs, pedestrian walkways, parks, streets, street foundations, paving, drainage, lighting systems, signage, pedestrian crossings, fences and similar equipment.

11. CONDITIONS FOR ISSUANCE OF TOWN PLANNING PERMITS

No subdivision permit, (concerning proposed streets or lots fronting on a proposed street), building construction permit (on a lot defined in the preceding line) or infrastructure construction permit may be issued unless the applicant has first entered into an agreement with the Municipality as provided for in the present by-law. Any subdivision project resulting from an agreement includes the lots planned for construction purposes, public purposes, access purposes and traffic purposes, by phase, to be the subject of a subdivision permit.

12. CONDITIONS PRECEDENT TO THE CONCLUSION OF AN AGREEMENT

The provisions of Chapter IV of the Act respecting land use planning and development apply to the conclusion of an agreement.

All documents and conditions related to the request and detailed in the present by-law must be completed prior to the conclusion of an agreement.

An agreement may also be entered into for infrastructure work to serve or provide a service to one or more properties.

13. OFFICIALS RESPONSIBLE FOR APPLICATION OF THE BY-LAW

The General Manager, the Assistant General Manager, the Director of the Urban Planning and Environment Department and the Director of the Public Works Department are responsible for the application of this by-law.

3 APPLICATION PROCEDURE AND TECHNICAL REQUIREMENTS

14. WORK AND EQUIPMENT

Infrastructure works and equipment for a project can be carried out within the boundaries of the development project, or outside them if necessary.

15. STANDARDS AND TECHNIQUES

The technical standards relating to the design and execution of infrastructure work that must be complied with when carrying out a real estate development project are those applicable in the Municipality in accordance with the by-laws and policies in force.

However, within the framework of the agreement, the Municipality reserves the right, depending on the context and the conditions established, in the exercise of its jurisdiction, to require inferior or superior work, standards or construction qualities to take into account the particularities of a project.

Compliance with municipal by-laws does not exempt the applicant from complying with all government legislation and regulations.

16. CONTENTS OF THE REQUEST

Any applicant requesting the construction of municipal works or wishing to carry out infrastructure work of a private nature must submit to the Municipality a request in which the following information must be included:

- 1) Applicant's name, address, occupation and telephone number (with proof of registration with Carrefour Lobby Québec).
- 2) The lot numbers of the streets for which services are requested, with the relevant plan numbers prepared by the land surveyor.
- 2) Engineering plans and specifications (one hard copy, one digital copy in PDF and DWG format) as well as the cost of carrying out the work at market value at the time of request, all prepared by the project engineer.
- 4) Cadastral plans for approval, if applicable.

5) A list of all work carried out by the applicant, if applicable, indicating the location of the work and the dates on which it was carried out.

6) Applicant's signature.

7) Proof of liability insurance of a minimum of two million dollars and/or as defined in the memorandum of understanding (\$2,000,000).

8) A copy of the signed contract with the contractor, if applicable.

9) Copies of certificates of authorization from the Ministry of Sustainable Development, the Environment and the Fight against Climate Change, if applicable.

10) Letter of undertaking authorizing the Municipality's agent or the issuer of the surety, in the event of default, to enter the property affected by the work and carry out the work stipulated in the agreement.

11) An amount covering the cost of analysis of the file by the Municipality corresponding to the following calculation:

a) for a street project without water or sewer service: \$1,000 + \$4 / linear metre.

b) for a street project with one or 2 water or sewer services: \$1,000 + \$8 / linear metre.

17. PLANS, SPECIFICATIONS AND ESTIMATES

The applicant shall have the engineer of his choice prepare all plans, specifications and estimates, tender documents for the work and all other preliminary studies required for his project.

All costs related to the preparation of these documents must be borne by the applicant.

Should the applicant refuse to sign an agreement for this work, he/she remains responsible for these costs.

18. FILING THE REQUEST

The request must be filed with the Urban Planning and Environment Department, which will forward the relevant information to the municipal authorities concerned.

The Municipality may request the participation of the engineer in charge of the file or any other engineer or professional in order to rule on the file, at the applicant's expense.

19. ACCEPTANCE OF PLANS AND SPECIFICATIONS

Upon receipt of the documents listed in Article 16, the municipal departments validate their conformity and notify the applicant of any deviations and corrections, if applicable.

The Municipality then sends the applicant a document setting out the financial breakdown of the cost of municipal work and equipment. For an agreement to be reached between the parties, the applicant must send a notice approving this breakdown no later than thirty (30) days from receipt of the document showing the breakdown.

The notice of approval must state, among other things, that the applicant:

- Acknowledges having received and read the detailed estimates of the cost of the municipal work and declares that he/she is satisfied therewith.
- Accepts the apportionment of costs for the completion of the project.
- Authorizes the Council to take the necessary steps for the adoption and approval of a by-law required to decree and finance the municipality's share and appropriate the sums of money necessary for the payment of the cost of the municipal work not attributable to it, and this, as soon as the agreement is signed by the parties.

Subject to the cost-sharing provisions of this by-law, the applicant is responsible for obtaining all required government authorizations, approvals, and assumes the costs thereof.

20. CONSIDERATION AND DECISION ON THE REQUEST BY THE TOWN COUNCIL

1) On receipt of the report from the departments concerned and the draft memorandum of understanding, the Municipal Council decides on the request.

2) If Council accepts the request, it must:

a) Accept the draft agreement and authorize the mayor and clerk-treasurer, by resolution, to sign said agreement with the petitioner for the implementation of the work according to the option selected.

b) Adopt, where applicable, a borrowing by-law to decree the construction of the work or part of the services to be performed by the Municipality, to be paid in whole or in part by a special tax imposed by reason of the frontage, surface area or assessment of the immovables for which the infrastructures are requested.

3) The Municipality assumes no responsibility for the non-approval of a borrowing by-law that causes it to suspend or not follow through on a request that it would have accepted.

4) If Council does not accept the request, it must give reasons for its decision.

21. PERIOD OF VALIDITY OF AN APPROVED DRAFT AGREEMENT

From the date of the Municipal Council resolution authorizing signature of the agreement with the applicant, the latter has a maximum period of six months in which to sign the said agreement, failing which it will be null and void and the applicant will assume all costs incurred in preparing his application.

Should the applicant wish to continue with the project, he or she must submit a new application, which will be subject to the same review and decision-making process.

22. CONTENT OF AGREEMENT

The agreement covers road infrastructure or other work.

The agreement may also cover infrastructure and equipment, wherever located in the Municipality, intended to serve not only the properties

covered by the permit, but also other properties within the Municipality's territory.

Upon receipt of the notice of approval provided for in section 19 of this agreement, the Municipality shall forward to the applicant a draft agreement for the implementation of the project in question in whole or in phases, said agreement including, but not limited to, the following elements, namely:

- a. Designation of parties.
- b. A description of the municipal work to be performed and identification of the party responsible for all or part of the work.
- c. A plan showing the land covered by the agreement.
- d. A determination of the costs relating to the work to be borne by the party responsible for carrying it out and, in the event that a party other than the party carrying out the municipal work assumes the costs, a determination of the costs relating to the work to be borne by that person; if applicable, the terms of payment by the person responsible for defraying the cost of the work, as well as the interest payable on any instalment due.
- e. The names of the professionals whose services and fees will be retained by the applicant to carry out any of the steps provided for or required to complete the said agreement (including, in particular, site supervision and inspections by an engineer)
- f. A detailed schedule for the completion of the work to be carried out by the applicant, indicating the various stages of the project in chronological order.
- g. The financial guarantees required of the permit applicant.
- h. How the work is to be carried out.
- i. The date by which the work must be completed.
- j. Management of provisional and final acceptance of work.
- k. Conditions relating to the issuance of building construction permits.
- l. Terms and conditions for the transfer of streets, infrastructures and spaces intended for municipal facilities, where applicable.
- m. Default clause.
- n. An undertaking by the applicant to provide the Municipality, upon completion of the work, with a certificate from an engineer mandated by the Municipality, attesting to the compliance of said work with the by-laws, standards and rules of the art applicable to the work covered by the agreement.
- o. An undertaking by the applicant to authorize the Municipality, in the event of default by the applicant, to enter the building, to carry out any work provided for in the agreement and, at its discretion, to use the surety provided for this purpose. It also authorizes the Municipality to enter the building and carry out any corrective work required to secure the building and ensure environmental protection of the site.

In the event that there is more than one applicant, each applicant shall be jointly and severally liable to the Municipality for each and every one of the obligations stipulated in the agreement.

4 FINANCIAL ARRANGEMENTS AND COST SHARING

23. CONSTRUCTION COSTS

In the case of road infrastructure destined to remain private, the applicant is responsible for the entire cost of the work, with no possibility of financial participation by the Municipality.

In the case of infrastructure destined to become public, the applicant is responsible for the entire cost of the work.

However, at its discretion, and on the recommendation of the Director of the Public Works Department, the Municipal Council may choose to have the Municipality assume some or all of the costs of carrying out the municipal work.

24. EXCEPTION CLAUSE RELATED TO A BORROWING BY-LAW

If the execution of the municipal work covered by this agreement must, at the Municipality's discretion, be the subject of a borrowing by-law to finance the portion attributable to the Municipality, the following paragraph shall apply.

If the said borrowing by-law does not come into force within six (6) months of the date of signature of the agreement on the grounds that it has not been approved by the persons entitled to vote or by the Minister of Municipal Affairs and Housing, the said agreement shall become null and void and any damages that may be caused to the applicant in such a case may not be claimed from the Municipality, the applicant releasing the Municipality accordingly.

5 FINANCIAL GUARANTEES

25. PERFORMANCE BOND

Prior to signing the agreement, the applicant must provide the Municipality with financial guarantees to preserve the Municipality's right to proceed with the work in the event of default by the applicant. The guarantees may take one or other of the following forms, or a combination thereof:

a. A performance bond provided by the applicant issued in favour of the Municipality by an insurance company holding guarantee insurance and included on the list published by the Inspector General of Financial Institutions for a value equal to 100% of the estimated total cost or actual cost of the work, valid for a minimum period of six (6) months after the estimated date of completion of said work ;

or

b. An irrevocable and unconditional bank letter of guarantee provided by the applicant in favour of the Municipality for a value equal to 100% of the estimated total cost of the work, valid for a minimum period of six (6) months after the estimated date of completion of said work;

or

c. A cash payment equal to 100% of the estimated total cost of the municipal work.

26. MAINTENANCE GUARANTEE

Prior to the release of the performance guarantee, the applicant must provide the Municipality with financial guarantees to enable the Municipality to maintain and repair the municipal work in the event of defects or problems arising after final acceptance. These guarantees cover any defects, omissions or faulty workmanship that may exist or occur in the work, and must be valid for a period of twelve (12) months after final acceptance of the work. They are equal to 10% of the estimated total cost of the municipal work and may take the form, at the applicant's option, of a performance bond, a bank guarantee or an amount of money satisfying the terms and conditions indicated in article 25.

27. WARRANTY RENEWAL

In the event that a warranty referred to in articles 25 and 26 expires at a date prior to the fixed period, the estimated date of completion of the work or the end of the work, as the case may be, the applicant must renew this warranty at least sixty (60) days prior to its expiry date. Should the applicant fail to renew and notify the Municipality within this period, the Municipality may take appropriate measures to protect its warranty, including the possibility of invoking the default clause and forfeiting the warranty.

28. MAINTENANCE OF GUARANTEES DURING PROVISIONAL OPERATION

If the Municipality agrees to operate the works before acquiring them, the cost of operation is assumed by the Municipality as of provisional acceptance. The applicant must, however, correct all deficiencies before the infrastructure is transferred, and the guarantees provided for in the preceding articles apply according to the relevant terms and conditions.

29. RELEASE OF FINANCIAL GUARANTEES

On the date of provisional acceptance of the work, the Municipality may elect to retain or release all or part of the balance of the performance bond held by it and provided by the applicant upon signature of the agreement. At that point, the maintenance guarantee takes over.

The total balance is released upon final acceptance of the work, when the maintenance guarantee takes over from the performance guarantee, if applicable. The release of a financial guarantee is conditional on the Municipality not having had recourse to this guarantee.

The Municipality may also authorize provisional acceptance of Level I work, and modify the performance bond so that it corresponds to 125% of the estimated total cost of the remaining work. The form of the guarantee must comply with the provisions of article 26.

6 WORK MONITORING AND ACCEPTANCE PROCEDURE

30. SUPERVISION AND MONITORING OF WORK

The engineer appointed by the Municipality (at the applicant's expense) will monitor the work, ensure compliance with the plans and specifications and ensure compliance with municipal by-law requirements.

If, at any given time, the Municipality is of the opinion that the work is not being carried out in accordance with the approved plans and specifications and the terms of this agreement, it may order the work to be halted in whole or in part until the situation has been verified and corrected, if necessary.

Following receipt of a notice from the Municipality to the effect that the work does not conform or requires modifications, adjustments or repairs, the applicant shall, within 48 hours of receipt of such notice, carry out the required modifications, repairs or adjustments, in accordance with the Municipality's requirements.

31. ACCEPTANCE PROCEDURE

Upon completion of the work, the Director of the Public Works Department, the applicant, the engineer appointed by the applicant and the engineer appointed by the Municipality (at the applicant's expense) shall inspect all the said work with a view to its provisional acceptance.

The engineer appointed by the Municipality (at the applicant's expense) shall, if necessary, recommend provisional acceptance of the municipal work. The Public Works Director takes note of this recommendation and comments, if necessary.

If this site visit establishes that the municipal work complies with the project plans and specifications, the Public Works Director gives the Municipal Council his recommendation on provisional acceptance or final acceptance of the work, as he determines. Final acceptance of municipal roadwork is granted only after a freeze/thaw cycle (winter season) has enabled the condition of the work to be assessed, and appropriate corrective action taken if required.

If, in the opinion of the Director of Public Works or the engineer mandated by the Municipality, any elements appear to be non-compliant with the project plans and specifications, the latter will issue a notice of deficiency to the applicant, who must carry out the necessary work to correct them within the timeframe indicated in the notice.

Should the applicant fail to carry out the corrective work within the timeframe indicated, the Municipality may carry out the work or have it carried out by a third party, using the financial guarantee on hand at the time, without further notice or delay. If this guarantee is insufficient, the Municipality may claim the balance from the applicant.

The procedure set out in this article also applies to provisional acceptance of Level I work. In this case, the applicant must provide an estimate of the total cost of the remaining work, prepared by the engineer of his choice and validated by the engineer mandated by the Municipality.

7 DISPOSAL OF INFRASTRUCTURE

32. TRANSFER OF INFRASTRUCTURE

Neither the acceptance in principle of the construction of a road, nor the acceptance of the construction plans and specifications, nor the

inspections that may be carried out by any municipal officer or his authorized representative during the execution of the work, shall constitute an obligation on the part of the Municipal Council to accept the transfer and municipalization of a road.

33. TRANSFER FEES

All applicable fees related to the transfer of infrastructures are defined in the memorandum of understanding.

8 CONTRAVENTIONS AND PENALTIES

34. CONTRAVENTIONS TO TOWN PLANNING REGULATIONS

Any person who contravenes any of the applicable provisions of this by-law is guilty of an offence.

35. APPLICATION OF PENALTIES

Council generally authorizes the Director General, the Director of the Public Works Department, the Foreman of the Public Works Department, the Director of the Planning and Environment Department and any Building and Environment Inspector to undertake penal proceedings against any person who contravenes any of the provisions of the present by-law, and consequently generally authorizes these persons to issue the necessary statements of offence for this purpose.

The Municipality may, for the purposes of enforcing the provisions of this by-law, exercise cumulatively or alternatively, with those provided for in this by-law, all appropriate recourses of a civil or penal nature and, without limitation, the Municipality may exercise all recourses provided for in articles 227 to 233 of the Act respecting land use planning and development (R.S.Q., chapter A-19.1).

36. CRIMINAL SANCTIONS

Cumulatively or alternatively, the Municipality may also undertake any recourse of a penal nature for the purpose of enforcing its by-law.

Any person who contravenes the present planning by-law commits an offence and is liable to a fine of not less than one thousand (\$1,000) dollars, and not less than two thousand (\$2,000) dollars for a legal person, plus costs.

In the event of a repeat offence, the fine may be increased to two thousand (\$2,000) dollars for a natural person and four thousand (\$4,000) dollars for a legal entity, plus costs.

If an offence lasts more than one day, the offence committed on each day constitutes a separate offence, and the penalties enacted for each offence may be imposed for each day that the offence lasts, in accordance with the present by-law.

Gabrielle Parr
Mayor

Steve Deschênes
Director General

Avis de motion :	15 juillet 2024
Adoption du projet de règlement :	15 juillet 2024
Transmission d'une copie certifiée conforme à la MRC :	20 sept 2024
Avis pour assemblée publique de consultation (7 jours avant) :	6 septembre 2024
Assemblée publique de consultation :	16 septembre 2024
Adoption du second projet :	n/a
Transmission d'une copie certifiée conforme à la MRC :	n/a
Avis tenue d'un registre (5 jours avant) :	n/a
Tenue du registre :	n/a
Adoption du règlement :	16 septembre 2024
Transmission du règlement copie certifiée conforme à la MRC :	20 septembre 2024
Entrée en vigueur du règlement (réception certificat conformité) :	24 octobre 2024
Avis entrée en vigueur-Transmission MRC copie certifiée conforme :	24 octobre 2024