

BY-LAW BEAC-187
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At the regular meeting of the Municipal Council of the City of Beaconsfield, held at City Hall, 303 Beaconsfield Boulevard, Beaconsfield, Quebec, on DAY MONTH, 202X, at 8 p.m.

WERE PRESENT: Mr. Mayor Martin St-Jean and Councillors Dominique Godin, Marie Léveillé, Robert Mercuri, David Newell, Jason Rossie and Tim Quinn

WHEREAS a draft by-law was filed and a notice of motion of this by-law was given at the regular Council meeting on XXX, 20XX;

CONSIDERNIG Division IX of the *Act respecting land use planning and development* (chapter A-19.1);

WHEREAS a municipality may adopt a by-law making the issuance of a construction permit or subdivision permit, or an authorization certificate or occupancy certificate, conditional upon entering into an agreement concerning the carrying out of municipal works and the assumption of the costs relating to such works, with a view to ensuring the increased provision of municipal and public transit services resulting from development projects;

WHEREAS the Council has full discretion to decide whether it is appropriate to enter into an agreement with any owner wishing to carry out a development project, for the carrying out of municipal works, including the addition or modification of infrastructure, equipment or roadways made necessary by the development project;

On motion of Councillor XXXXXXXX XXXXXX, seconded by Councillor XXXXXXXX XXXXXX and
UNANIMOUSLY RESOLVED:

THE COUNCIL OF THE CITY OF BEACONSFIELD ENACTS THE FOLLOWING:

CHAPTER 1 - APPLICATION

SECTION 1: This by-law applies to the entire territory of the City of Beaconsfield and to all classes of uses, in the context of any development project which, in the opinion of the City, requires the carrying out of municipal works.

SECTION 2: Employees of the Urban Planning and Municipal Patrol Department, the Public Works Department and the Office of the Registry and Public Affairs Department are responsible for the application of this by-law.

SECTION 3: In the performance of their duties, the employees responsible for applying this by-law may, in particular, visit and examine, at any reasonable time, any property, issue a notice to the owner or applicant requiring that a situation constituting an offence be corrected, order the stoppage of municipal works in progress, take photographs, carry out analyses, and take any other action required for the purposes of this by-law and the agreement with the applicant.

CHAPTER II – DEFINITIONS

SECTION 4 : Unless the context requires otherwise, the following words and expressions have the meanings assigned to them herein:

“Council”: The Municipal Council of the City of Beaconsfield.

“Agreement”: An agreement within the meaning of section 145.21 of the Act respecting land use planning and development (CQLR, c. A-19.1) concerning the carrying out of works relating to municipal infrastructure and equipment and the assumption or sharing of the costs relating to such works.

“Ancillary costs related to the works”: Costs incurred as a result of the planning or carrying out of works covered by an agreement, which include:

- a) fees and other costs necessary for the preparation of plans and specifications relating to the works covered by an agreement;
- b) fees and other costs necessary to ensure supervision of the works covered by an agreement and of the support mandate, if applicable;

- c) fees and costs necessary for surveying or other services provided by a land surveyor, and for topographic surveys;
- d) costs related to inspection of materials, including laboratory studies;
- e) legal fees and costs, such as notary fees, lawyer fees or other fees incurred to enter into an agreement or to obtain advice in the context of negotiations and its performance, including provincial and federal sales taxes;
- f) costs of obtaining authorizations, permits, licences or other permissions of that nature required for negotiations or the carrying out of works covered by an agreement;
- g) costs of drilling, characterization and decontamination of soils required, in accordance with government requirements;
- h) costs related to obtaining financial guarantees and any other similar costs;
- i) insurance-related costs;
- j) interest costs on a loan;
- k) any other cost that an agreement expressly treats as ancillary costs related to the works within the meaning of this section, where applicable.

“Phase”: A distinct segment or stage of an overall project, recognized by the City, the completion of which may be the subject of a separate agreement or a particular component.

“Guarantee”: Security of a banking or other nature deemed adequate, provided to the City to guarantee execution, compliance, maintenance, or the discharge of financial obligations.

“Applicant”: Any person, association or consortium of persons submitting an application for a permit or certificate whose issuance is subject to this by-law.

“Site”: The area covered by a development project and described or illustrated in the agreement.

“Oversizing”: The difference between the size or quality of an infrastructure or equipment required by the City and that which would be required for the completion of the development project submitted for a permit.

“Integration works”: Works which, in the opinion of the City, are required on the site of a project in order to allow the connection or harmonious integration of new infrastructure or equipment (whether or not intended to become the property of the City) with other existing municipal infrastructure or equipment, such as the road network, waterworks, sewer systems or public utility services, and any measure intended to mitigate the impacts of the project on municipal networks or on its environment. These works may include, without limitation, modifications to sidewalks, roadway or traffic lights, installation of signage, installation or modification of pipes and hydraulic equipment, relocation of public utility services and all related works.

“Municipal works”: Any construction, upgrading or transformation work which, in the opinion of the City and following discussions held with the applicant, is necessary for the completion of a development project that is the subject of an application for a permit or certificate, and which may relate to any of the following:

- a) Waterworks and sewer networks (sanitary and stormwater – ditch or piped), and their appurtenances (for example: fire hydrant, valve, valve box or chamber, air and water release valve, pressure control mechanism, water meters, electrical and mechanical services, manhole, pumping station, catch basin, retention structure, filtration structure, water treatment structure, etc.), and service connections;
- b) Road, cycling and pedestrian networks, and their appurtenances, which may include, without limitation, subbase and paving, lighting equipment, street furniture, plantings, signage, traffic lights, traffic calming measures, sidewalks, curbs, beautification elements, bridges, footbridges and pavement markings;
- c) Any development of public squares, parks, playgrounds, splash pads, recreational facilities, green spaces and multi-use trails, including municipal equipment (such as drinking fountain, children’s play structure, street furniture, fitness circuits, sports surfaces, rink, etc.);
- d) Any undergrounding of cabled networks of any nature;
- e) Any mitigation of the project’s impacts on its environment;
- f) Any integration works;
- g) Any other infrastructure or equipment that may normally be developed or assumed by local municipalities under their powers.

“City”: The City of Beaconsfield.

CHAPTER III – CONDITIONS FOR ISSUANCE

SECTION 5: Where the City determines that municipal works are required, no subdivision permit, construction permit, authorization certificate or occupancy certificate may be issued unless the applicant and the City have, beforehand, entered into an agreement to provide for and organize the carrying out of such works, to determine the level of progress of the works required for a

permit or certificate to be issued, and the necessary guarantees have been provided in accordance with the section on guarantees. Such an agreement also deals with the terms for assuming and sharing the costs of such works.

Where a borrowing by-law is adopted, performance of the agreement is conditional upon approval of that by-law, such that the works may not begin before obtaining the required approvals.

The City assumes no liability as a result of the non-approval of a borrowing by-law that causes it to suspend or not follow up on a request it may have accepted, whether or not an agreement has been entered into.

SECTION 6: The conditions provided for in this by-law to obtain certain permits or certificates are in addition to all those otherwise provided for by the City's regulations.

SECTION 7: The agreement may concern municipal works intended to serve not only the properties covered by the permit or certificate whose issuance is subject to the entering into of the agreement, but also other properties on the territory of the City, regardless of where they are located.

CHAPTER IV – PROCEDURE

SECTION 8: In order to enter into an agreement for municipal works with the City, the applicant must submit a written request to that effect to the Urban Planning Department. In support of the request, the applicant must provide the following information and documents:

- a) The applicant's official name, contact information and the contact information of the duly authorized resource person with whom the City will deal;
- b) The amount provided for in the Tariff By-law for the validation and approval of documents relating to the present request;
- c) Title documents establishing that the applicant is the owner of the land that is the subject of the application. Failing title documents, the applicant must demonstrate that it holds certain rights granted by the owner (accepted promise to purchase, option to purchase, etc.) which must ultimately lead to the transfer of ownership of the land into its name;
- d) A site plan, for example a proposed or existing subdivision plan or a cadastral partitioning plan prepared by a land surveyor, including all lands covered by the project and showing the streets and lots to be built as well as wetlands, watercourses, slopes or other constraints;
- e) The names and contact information of all of the applicant's professionals (engineers, urban planners, architects, landscape architects, etc.). They must be able to clearly establish their expertise for the municipal works to be carried out. Failing this, the City may require their replacement;
- f) A detailed, itemized budget estimate of the municipal works to be carried out, prepared by a professional;
- g) Any preliminary study that may be required by the City;
- h) All required technical documents, plans, specifications and design parameters;
- i) A detailed preliminary plan indicating, as applicable, the phases of development, projected streets, integration of the project into the existing street network, the location of areas reserved for public squares, parks, playgrounds, splash pads, recreational facilities and green spaces, the location of pedestrian paths, multi-use trails and bicycle paths, the location of areas reserved for waterworks and sewer network equipment and buildings, the location of areas reserved for mailboxes, sewer, water, storm and public utility connections, as well as the layout of the lighting network or any other data deemed required by the City;
- j) An assessment of the project's technical impacts, including in particular an examination of the capacity of existing municipal networks with respect to drinking water supply, capacity to capture stormwater and manage site drainage as well as that of neighbouring lands at the project boundaries, capacity to intercept wastewater and treat it;
- k) Written confirmation of an agreement with the Montréal agglomeration regarding agglomeration infrastructure and equipment, where applicable;
- l) Copies of the various agreements already entered into with public utility service companies (electricity, gas, telecommunications and others), where applicable;
- m) Any document relating to the application of the *Environment Quality Act* (EQA) to the project, including in particular any request for authorization or registration, any notice,

study or report required, as well as the authorizations obtained or, failing that, proof that steps were filed with the competent ministry, where applicable;

- n) All other documents and information deemed necessary or required by the City.

All documents submitted in support of an application must also be provided in electronic format and all plans must be georeferenced.

SECTION 9: At any time, the City may require that such studies, plans, specifications, estimates and other documents be corrected or modified so as to meet the City's expectations and needs.

CHAPTER V – CONTENT OF AN AGREEMENT

SECTION 10: Following receipt of documents and information deemed sufficient by the City, the City prepares and sends to the applicant a draft agreement for the execution of municipal works. The agreement may contain any stipulation the parties agree to include, but must in particular provide for the following:

- a) Identification of the parties and a resolution authorizing the applicant to deal with the City;
- b) A detailed description of the project as a whole, including, where applicable, the various phases and the anticipated schedule for their completion;
- c) A plan and the title documents of the site;
- d) A description of the works and identification of the party responsible for all or part of their execution – the applicant must be identified as the prime contractor (project lead);
- e) Determination of the costs relating to municipal works, the terms of assuming those costs and the sharing of the costs of such works;
- f) The date by which the works must be completed, which may be divided into phases, the completion of which may be conditional upon that of certain phases;
- g) The terms of payment of costs relating to municipal works and the interest payable on an amount due;
- h) The financial guarantees and insurance required from the applicant, as well as their nature, purpose, scope and duration of validity;
- i) The applicant's responsibility with respect to any damage that may be caused to anyone as a result of the works covered by the agreement;
- j) The terms for transfer to the City of municipal infrastructure and equipment, as well as the required servitudes.

CHAPTER VI – ACCEPTANCE OF THE AGREEMENT

SECTION 11: Where it meets the City's requirements and the provisions of this by-law, the draft agreement is submitted for Council approval so that Council may:

- a) set any other conditions or terms;
- b) obtain any authorizations that may be required from the MELCC;
- c) authorize the carrying out of the municipal works;
- d) authorize the signing of the agreement with the applicant.

SECTION 12: The City retains full discretion to accept or refuse any infrastructure and any equipment, and to municipalize or not municipalize any infrastructure and any equipment. It also reserves the right, before accepting any transfer, to require additional work, including to correct certain deficiencies.

SECTION 13: An applicant who is a party to an agreement must not be listed in the Register of Enterprises Ineligible for Public Contracts maintained by the Autorité des marchés publics.

SECTION 14: Where an authorization issued by the Autorité des marchés publics is required under section 21.17 of the *Act respecting contracting by public bodies* (CQLR, c. C-65.1), the applicant must provide a copy so that it may be attached as a schedule to the agreement, and must ensure it remains in force throughout the period during which it is mandatory.

SECTION 15: The applicant shall ensure compliance with the *Lobbying Transparency and Ethics Act* (CQLR, c. T-11.011) and the Lobbyists' Code of Conduct, where applicable, to carry out lobbying activities in connection with the application of this by-law.

SECTION 16: By signing the agreement provided for in this by-law, the applicant undertakes to comply with all requirements stipulated in this by-law and in the agreement.

SECTION 17: The agreement binds the applicant, its successors and assigns. This agreement may not be assigned or transferred without the City's prior written authorization.

CHAPTER VII – COSTS ASSUMED BY THE APPLICANT

SECTION 18: As a general rule, the applicant shall assume 100% of the costs related to municipal works, including ancillary costs related to the works and integration works, including those not located on the site.

SECTION 19: Notwithstanding section 18, the City may provide for a different cost-sharing arrangement in the following cases:

1. A project involving a partial or total contribution by the City for the carrying out of special works or oversizing.
2. A project of a public body within the meaning of the first paragraph of section 3 of the *Act respecting Access to documents held by public bodies and the Protection of personal information* (CQLR, c. A-2.1) or of a childcare centre within the meaning of the *Educational Childcare Act* (CQLR, c. S-4.1.1).

SECTION 20: Upon signing the agreement, the applicant must provide a financial guarantee in favour of the City of Beaconsfield covering the total costs related to municipal works, ancillary costs related to the works and integration works. The financial guarantee must be in the form of a bank letter of guarantee or other nature deemed adequate. The amount of this guarantee may be reduced as the municipal works are completed, in proportion to the works completed to the City's satisfaction.

SECTION 21: Any financial commitment by the City contained in the agreement is undertaken subject to obtaining the approvals of a minister, of the qualified voters, or others required by law as a prior condition for the City to proceed with the expenditure covered by the financial commitment in question.

CHAPTER VIII

SECTION 22: This by-law repeals and replaces By-law No. 729 to subordinate the issue of a subdivision or building permit to the making of an agreement pertaining to the realization of work for the construction of municipal infrastructure or equipment.

SECTION 23 This by-law shall come into force according to law.

MAYOR

CITY CLERK