



**EXTRACT of Minutes of the regular meeting of the Council of the Town of Hudson held at the Community Centre on April 4<sup>th</sup>, 2005 during which the following by-law was adopted:**

**BY-LAW N<sup>o</sup> 485**

**BY-LAW CONCERNING MUNICIPAL WORKS AND PUBLIC SERVICES AGREEMENTS**

**WHEREAS** a notice of motion was duly given at the regular Council meeting held on March 7<sup>th</sup>, 2005;

**WHEREAS** the requirements of Article 356 of the Cities and Towns Act have been met and that Council declares having read By-Law No 485 and relinquishes its reading;

**THEREFORE** it is **moved** by Councillor Madeleine Hodgson, **seconded** by Councillor Gordon Drewett and unanimously resolved that By-Law bearing No 485 be and is hereby adopted and decreed as follows:

**Section 1 - Interpretive clauses**

**1.1. Definitions**

Applicant: means any physical or moral person who requests a subdivision or building permit as per Section 3

Holder of the permit: means any physical or moral person who has reached an agreement with the Town of Hudson pertaining to works for the construction of municipal infrastructures or equipment and public services in accordance with the present by-law.

Municipal services: means the water system, street foundations, ditches, street paving and all other equipment associated with the water system.

Public services: means the electrical services, street lighting and communication network.

**Section 2 - Territory of application**

**2.1.** The present by-law applies to the entire territory of the Town of Hudson.

**Section 3 - Domain of application**

Is subject to the prior conclusion of an agreement relating to municipal services and public services between the applicant and the Town, the issuance of a subdivision or construction permit for a category of lots, constructions or following services:

**3.1. Lot**

Any lot for which a subdivision permit is requested in accordance with By-Law n<sup>o</sup> 324 concerning Permits and Certificates, when one of the lots stipulated in the request is not adjacent to a public street.

**3.2. Construction**

Any construction which requires the issuance of a building permit in accordance with By-Law n<sup>o</sup> 324 concerning Permits and Certificates, when the lot on which the construction is proposed is not adjacent to a public street or when the water services have not been established on the street along which the construction being the object of the request for the issuance of a permit is proposed or that a by-law decreeing their installation is not in effect.



**3.3. All municipal services and public services**

**Section 4 - The Agreement**

**4.1. Object of the agreement**

The focal point of the agreement must be the completion of the municipal services and public services.

The focal point of the agreement may also be the infrastructures and equipment, wherever they are found, meant to service not only the buildings specified in the permit but also other buildings erected within the Town's territory.

**4.2. Content of the agreement**

The agreement must provide the following elements:

- 4.2.1 The designation of the parties;
- 4.2.2 The description of the municipal services and public services which will be performed and the identification of the party responsible for carrying out these services;
- 4.2.3 The name of the professionals who will accomplish one or several stages foreseen or essential to the accomplishment of the agreement who have been chosen and mandated by the holder of the permit at his own expense;
- 4.2.4 A commitment from the holder of the permit stating that he will assume the cleaning of the streets where the municipal services and public services will be accomplished as well as of the adjacent streets used during the working period, until they are transferred to the Town;
- 4.2.5 The determination of the expenditures incurred in respect of the work which must be borne by the holder of the permit;
- 4.2.6 A commitment from the holder of the permit to supply to the Town, upon completion of the services, a certificate from the engineer mandated by him attesting to the conformity of the services with regards to the by-laws, rules and regulations applicable to the services being the object of the agreement;
- 4.2.7 The penalties in case of failure to execute an obligation specified in the agreement in accordance with the requirements of section 6 of the present by-law.
- 4.2.8 The financial guarantees required of the holder of the permit, in accordance with the requirements of section 7 of the present by-law;
- 4.2.9 The transfer of the municipal infrastructures to the Town for the sum of one (1\$) dollar, including the land where these services are situated and the rights of the Applicant against whoever participated in the execution of the works;
- 4.2.10 The remittance of the property titles of the immoveable transferred to the Town by the holder of the permit in accordance with the preceding paragraph;
- 4.2.11 The nullity of the agreement if the holder of the permit fails to obtain the authorizations or approvals required to accomplish the municipal services and public services.

**4.3. Schedule of execution of works**

A detailed calendar of the execution of works to be accomplished must form an integral part of the agreement. This calendar must indicate the different stages of the services, specifically the following stages:

- 4.3.1 Deposit of the preliminary design of the development including a proposed subdivision;



- 4.3.2 Deposit of plans and specifications;
- 4.3.3 Approval from the “Ministère de l’Environnement et de la Faune”, if required;
- 4.3.4 Beginning and end of the stages of the municipal services and public services established in chronological order;
- 4.3.5 Date of transfer of the municipal services to the Town.

**Section 5 - Establishment of costs pertaining to the services**

**5.1. Cost of the works**

The holder of the permit must assume one hundred percent (100 %) of the cost of execution of the services specified in the agreement.

The holder of the permit must assume the following costs:

- 5.1.1 All costs pertaining to the preparation of the plans and specifications of execution and to the estimation of the costs of the municipal services and public services;
- 5.1.2 All costs pertaining to the survey, stakes and topographic statistics;
- 5.1.3 All costs pertaining to the surveillance of the services accomplished;
- 5.1.4 All costs pertaining to the qualitative services, including the inspection of materials and the lab soil tests;
- 5.1.5 All costs pertaining to the technical and legal notices received from a professional;
- 5.1.6 All taxes, including provincial and federal taxes;
- 5.1.7 All notarial fees and other fees for the transfer of the infrastructures to the Town.

**Section 6 - Penalties**

The agreement must stipulate that, in case of failure to comply with one or several of the provisions stipulated in the agreement incumbent to the holder of the permit, the penalties involved may be recovered from the holder of the permit despite the decision of the Town to resort to the financial guarantees established in the agreement.

**Section 7 - Financial guarantees**

**7.1. Financial guarantees**

In order to guarantee the accomplishment of every provision enumerated in the agreement, the applicant must supply, upon signature of the said agreement, the following financial guarantees, for which the choice, amount, form and cost will be established at the signing of the agreement:

- 7.1.1 An irrevocable letter of guarantee issued by a financial institution duly authorized as such in the province of Quebec, payable to the Town and collectable following notification from the Town to the financial institution of the possibility of non-conformity by the person entitled;
- 7.1.2 A performance bond as well as a bond that guarantees perfect payment of labor and material, both issued by an institution duly authorized to issue a letter of guarantee within the limits of the province of Quebec;
- 7.1.3 A maintenance bond valid until the final acceptance of the services, which should be prepared at the end of a one-year delay following the temporary approval of the said services, if required.



**Section 8 - Final clauses**

**8.1. Penalties**

**8.1.1 For a first infraction :**

Anyone contravening a provision of the present by-law commits an infraction and is liable to a minimum fine of \$300 and a maximum fine of \$1,000 for a first infraction if the offender is a physical person and of a minimum fine of \$400 and a maximum of \$2 000 for a first infraction if the offender is a moral person.

**8.1.2 For a repeat infraction :**

Is liable to a minimum fine of \$600 and a maximum fine of \$2 000 for a repeat infraction if the offender is a physical person and of a minimum fine of \$800 and a maximum fine of \$4 000 for a repeat infraction if the offender is a moral person.

Should an infraction last for a period of more than one (1) day, the infraction committed every day shall constitute a distinct infraction and the penalties enacted for each infraction may be imposed for each day of the said infraction lasts, in accordance with this article.

**8.2. Application of by-law**

The council of the Town of Hudson authorizes the authority having jurisdiction and the Town Clerk to proceed with the legal procedures against any applicant or person entitled in contravention to one or several provisions of the present by-law and may deliver the fines for this purpose. The authority having jurisdiction is responsible for the application of the present by-law.

**8.3. Signatures**

Following the approval of the agreement by Council, the mayor, or in her absence, the pro-mayor and the Town Clerk are authorized to sign any agreement to intervene with the applicant in accordance with the present by-law.

**8.4. The provisions of the present by-law prevail over all irreconcilable or incompatible provisions of any other municipal by-law.**

**8.5. Coming into force**

The present by-law shall come into force according to the law.

**CARRIED**

**Original signed: Elizabeth A. Corker, Mayor**

**Louise L. Villandré, Town Clerk**