

**In case of discrepancy, the French version shall prevail**

## **GENERAL BY-LAW n° 1**

**April 2019**

### **ADMINISTRATIVE CODIFICATION**

<b>Modified by</b>	<b>By-law 2023-03</b>	<b>EEV 2023-07-12</b>
<b>Modified by</b>	<b>By-law 2022-09</b>	<b>EEV 2022-12-23</b>
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**PROVINCE OF QUEBEC  
BROME-MISSISQUOI MRC  
TOWN OF LAC-BROME**

## **GENERAL BY-LAW NO 1**

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### **BY-LAW CONCERNING THE ADMINISTRATION OF THE TOWN**

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## TITRE 1 DECLARATORY, INTERPRETATIVE AND GENERAL PROVISIONS

### CHAPITRE 1 DECLARATORY PROVISION

#### 1.1.1 **Validity**

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

### CHAPITRE 2 INTERPRETATIVE PROVISION

#### 1.2.1 **Definitions**

In this by-law, unless the context indicates otherwise, the following terms mean :

**"Division manager"** means a non-unionized Town employee responsible for planning, organizing, carrying out and controlling activities under his or her responsibility within the Public Works and Technical Services Department. A Division Manager is any person designated for this purpose by resolution of the Council.

(Amend. Reg. 2023-03)

**"Committee"**: a committee or commission created by the Council;

**"Council"**: the Town Council;

**"Operating expenses"**: current expenses directly related to the operation of the municipality, excluding capital expenditures and professional services.

**"Capital expenditures"** means expenditures related to the acquisition, construction or development of assets for long-term use. Capital assets are assets intended for use in the production of goods, the provision of services or the operation of the municipal administration. The main fixed assets are land, buildings, machinery, equipment, vehicles and infrastructure.

**"Director"**: a managerial employee of the Town who is responsible for an assigned budget envelope, which includes any budget envelope under the responsibility of a direct subordinate, and who generally supervises personnel associated with his or her service or department.

(Amend. Reg. 2023-03)

**"Non-unionized employee"**: employee governed by the Human Resources Manual for non-unionized employees, but who is not a director within the meaning of this by-law;

**"Management team"**: team made up of the General Manager and the directors of Town services or departments;

**"Fiscal year"**: the period <sup>between</sup> January 1 and December 31 of any given year;

**"Town organization"**: organization comprising all Town employees and elected municipal officials;

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**"Unforeseen work"**: work made necessary to enable contracted work to be carried out in accordance with the spirit of the contract; in some cases, unforeseen work is also referred to as related work, complementary work or change directives;

**"President"**: means the mayor or, in his absence, the deputy mayor or any other councillor chosen to chair the Council or the Council member appointed to chair a committee;

**"Sitting"**: used alone to refer indistinctly to a regular or special meeting of the Council;

**"Secretary"**: means the person appointed by a committee to carry out the duties set out in these bylaws;

**"Professional services"**: services rendered by a law firm, notary, engineer, land surveyor, accountant or other professional within the meaning of the Professional Code.

**"Budget variance"**: difference between the amount committed or realized and the amount allocated to the corresponding budget;

**"Town"**: Town of Brome Lake.

## CHAPITRE 3 GENERAL PROVISION

### 1.3.1 Other applicable laws, regulations or agreements

The powers, privileges and duties conferred by this Section upon the various Town Managers shall not increase, reduce or modify the duties, powers, privileges and duties conferred upon them by statute, regulation or agreement.

The Town encourages decision-making at the lowest possible level, within the limits of the delegations provided for in this by-law. Delegation of authority from the Council to employees does not prevent the Council from exercising the same authority.

## TITRE 2 GOVERNANCE

### CHAPITRE 1 GOVERNANCE

#### 2.1.1 Values

The values of the municipal administration are transparency, fairness and listening, as well as any other values included in the codes of ethics and professional conduct for elected officials and municipal employees.

The municipal administration respects its values in all its activities, both in its internal management and in its relations with its citizens and all other individuals and organizations.

These values form the backdrop to all day-to-day decisions and actions on the part of the Council and staff. Each member of the Council or staff is responsible for upholding and promoting these values within the organization and the community. Accountability at this level is therefore the responsibility of every member of the organization.

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## **2.1.2 Citizen participation and transparency**

The Town's management promotes citizen participation and transparency, and is in line with the vision of tomorrow's community, as described in the *White Paper on Municipalities* published by the Union des municipalités du Québec.

## **TITRE 3 TOWN HALL**

### **CHAPITRE 1 CENTRE**

#### **3.1.1 Location**

Town Hall is the chief administrative office of the Town. It is located at 122 Lakeside Road, in Brome Lake, or at any other temporary location on the Town's territory, designated by the Town Manager if the latter determines that the condition of the building does not lend itself to its function.

#### **3.1.2 Opening hours**

Opening hours are as follows:

Monday to Thursday: 8 a.m. to noon and 1 p.m. to 4 p.m.

Friday: 8 a.m. to noon

Town Hall is closed on public holidays.

(Amend. Reg. 2023-03)

## **TITRE 4 MUNICIPAL ADMINISTRATION**

### **CHAPITRE 1 ROLES AND SKILLS**

#### **4.1.1 The Mayor**

The mayor exercises the right of supervision, investigation and control over all departments and officers or employees of the municipality, with the exception of the auditor general, and sees especially that the revenues of the municipality are collected and spent in accordance with the law, and that the provisions of the law, the by-laws and the ordinances of the council are faithfully and impartially executed. He submits to the council any project he deems necessary or useful, and communicates to it all information and suggestions relating to the improvement of the municipality's finances, police, health, safety, cleanliness, well-being and progress.

In the exercise of his duties as chief executive officer of the municipal administration, the mayor has the right, at any time, to suspend an officer or employee of the municipality, with the exception of the auditor general, but he must report to the council, at the meeting following such suspension, and state his reasons in writing; the suspended officer or employee shall receive no salary for the period during which he is suspended, unless the council decides otherwise on such suspension, and such suspension shall be valid only until such meeting.

The Mayor is the Town's official spokesperson. He presides over Council meetings. He takes part in deliberations and, if he wishes, votes with the other members of the Council on decisions to be taken.

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The Mayor submits to the Council any project he deems necessary or useful, and communicates all information and suggestions relating to the improvement of the Town's finances, security, health, safety, cleanliness, well-being and progress, all in accordance with the Town's mission, strategic planning and priorities.

In addition, the mayor ensures consistency between the Town's mission, strategic planning, values and project prioritization.

### **4.1.2 The Deputy Mayor**

The Council designates a Councillor as Deputy Mayor. The deputy mayor has and exercises, within the limits provided by law, the powers of the mayor when the latter is absent from the Town or when a circumstance or event prevents him from fulfilling the duties of his office.

### **4.1.3 The Council**

The council is made up of the mayor and six (6) councillors elected by the general population.

The Council represents the interests of the community, determines the Town's orientations and priorities in accordance with strategic planning, organizational values and the project prioritization process, and administers its affairs. It adopts legislation (resolutions, by-laws, etc.) and budgets. It authorizes the imposition of taxes and borrowing by-laws.

It also makes final decisions on the appointment, suspension and dismissal of municipal civil servants, as well as determining their salaries and working conditions.

The Council has a decision-making and advisory role.

### **4.1.4 General Manager**

The General Manager implements the Town's mission. Reporting to the Council, he is responsible for the Town's administration, and acts as the link between the Council's deliberations and the Town's civil servants and employees. In particular, he ensures the operational consistency of the municipal administration with the Council's values, policies and objectives.

### **4.1.5 Assistant General Manager**

The Deputy General Manager (DGA) assists the General Manager in managing the municipal administration. In the absence of the General Manager, the DGA has all the powers of the General Manager.

### **4.1.6 Director**

The Director manages the budget and staff of his or her department. He is responsible for all matters relating to his department or and ensures that they are operationally consistent with the Council's values, policies and objectives.

(Amend. Reg. 2023-03)

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## TITRE 5 THE COUNCIL

### CHAPITRE 1 COUNCIL DELIBERATIONS

#### 5.1.1 Location

Regular Council meetings are held at 7 p.m. in Buchanan Hall at the Centre Lac-Brome, 270 Victoria Street.

Special meetings of the Council are held at the time indicated on the notice of meeting:

- 1) in the Buchanan Room, the Activity Room or the meeting room at the Centre Lac-Brome, 270 Victoria Street;
- 2) in the conference room at Town Hall, 122 Lakeside Road.
- 3) in any other suitable room located on Town territory and designated in the notice of meeting at the Mayor's request.

#### 5.1.2 Council meetings

Before the beginning of each calendar year, the Council establishes the calendar of its regular meetings for that year, setting the day and time of the beginning of each meeting, all in accordance with article 319 of the *Cities and Towns Act*.

To establish this schedule, the Council takes the following parameters into account:

- 1) sessions are normally held on the first Monday of each month;
- 2) there is no meeting on the first Monday in January. The meeting is held on the second Monday of January; (amend by-law 2022-09)
- 3) if a day set aside for a regular meeting is a vacation or a day of rest provided for in the Town's collective labour agreement for office employees, the meeting is held on the next legal day;
- 4) if a day set for a regular meeting happens to be polling day for a general provincial election, the meeting is held on the next legal day;
- 5) in a regular election year, there is no regular Council meeting during the period provided for in the *Act respecting elections and referendums in municipalities* (R.S.Q., c. E-2.2).

#### 5.1.3 Special meeting

The convening and holding of extraordinary meetings are governed by law.

#### 5.1.4 Agenda

At a regular meeting, the following subjects are considered, but not limited to:

1. Opening of the meeting - General information
  - 1.1 Adoption of the agenda
  - 1.2. Approval of minutes
2. First question period
3. Administration/Legislation
  - 3.1 Administration
    - 3.1.1 Accounts payable and list of issued cheques
    - 3.1.2 Progress reports, invoices and miscellaneous various

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- 3.1.2.1 Progressive settlements
    - 3.1.2.2 Invoices and miscellaneous expenses
  - 3.1.3 Agreements, contracts and authorities
  - 3.1.4 Human resources
  - 3.1.5 Miscellaneous
- 3.2 Legislation
  - 3.2.1 By-laws - Notice of motion/Presentation
  - 3.2.2 Bylaws - Adoption
- 4. Land and Environmental Management
  - 4.1 Monthly report filing
  - 4.2 Filing of minutes and reports
  - 4.3 Exterior modification request(s) (PIIA)
  - 4.4 Request(s) for minor derogation
  - 4.5 Zoning change request(s)
  - 4.6 Subdivision application(s)
  - 4.7 Application(s) to the CPTAQ
  - 4.8 Other
- 5. Public safety
  - 5.1 Monthly report filing
- 6. Public Works and Technical Services
  - 6.1 Monthly report filing
- 7. Leisure, Culture, Tourism and Community Life
  - 7.1 Monthly report filing
  - 7.2 Request(s) for financial contribution
  - 7.3 Request(s) for use of the public domain
- 8. Local economy
- 9. Varia
- 10. Second question period
- 11. Adjournment

(Amend. Reg. 2023-03)

### **5.1.5 Question periods**

Question periods are reserved for questions or the expression of a short opinion. Interventions from the public, in particular to raise issues, are not admissible and may be subject to a call to order by the person chairing the session.

Regular meeting: There are two (2) question periods, each lasting a maximum of thirty (30) minutes. The first is free, the second is reserved for questions on the agenda.

Special meeting: There is a question period of a maximum of thirty (30) minutes. This period is reserved exclusively for questions relating to the agenda.

The following code of conduct applies to all question periods:

- 1) the speaker :
  - a. clearly identifies itself;
  - b. addresses the mayor;
  - c. indicates the number of questions, up to a maximum of two (2), and the subject of each question;
  - d. asks his question calmly and with respect for decorum and those present;

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- e. limits its intervention to a maximum of five (5) minutes, regardless of the number of questions;
- 2) persons present on the same subject designate a single representative to act as intervener;

The mayor or the person chairing the meeting may, at his or her discretion, increase the number of questions per citizen or the length of the intervention or question period.

Any breach of this code or of the general decorum of a Council meeting may result in a call to order, withdrawal of the right to speak or expulsion from the premises, by the mayor or the person chairing the meeting.

### **5.1.6 Course**

The President directs the deliberations of the Council members. These deliberations take place in a calm, respectful and dignified manner, in keeping with the general decorum of a Council meeting.

Any breach of decorum by a member of the Council is grounds for an immediate call to order by the person chairing the meeting, and for an entry to this effect in the minutes.

### **5.1.7 Resolution**

A resolution is proposed by a member of the Council. A resolution must be seconded by at least one other Council member to be deliberated and voted on.

A proposal may be amended, but not sub-amended. The amendment of a proposal is not subject to any particular procedure or formality.

### **5.1.8 Voting and results**

A seconded resolution which is not the subject of a request for a vote is deemed to have been adopted unanimously by voice vote. In this case, it is not necessary to proceed by turn, nor to obtain verbal confirmation from members regarding unanimity.

In the case of a seconded resolution on which a vote is requested, the vote is taken orally and in turn. In this case, each member of the Council may comment on his or her position in relation to the vote, while respecting the time limits and speaking rights of the other elected members.

Voting results are recorded in the minutes of the meeting.

## **TITRE 6            COMMITTEES AND COMMISSIONS**

### **CHAPITRE 1        GENERAL**

#### **6.1.1 Application**

This chapter applies to committees or commissions established by resolution or by-law of the Council.

## **In case of discrepancy, the French version shall prevail**

### **6.1.2 Creation and composition**

The Council may appoint committees or commissions, permanent or special, composed of as many of its members as it deems necessary, for the supervision of the administration of the various civic departments for which they are respectively appointed, and for the administration of such business as it may, by by-law or resolution, assign to them. The mayor is an ex-officio member of all committees and commissions, and is entitled to vote.

The Council may appoint and replace any member of a committee or commission at any time.

### **6.1.3 Role**

Committees and commissions are tasked with studying issues submitted to the Council, while at the same time acting as guardians of organizational values by ensuring that projects submitted to them are studied with full respect for these values, and by helping to bring them to life in their work and within the organization. They prepare the work and deliberations of the Council, and help to improve and simplify the decision-making process. It is in these committees or commissions that in-depth work is carried out on specific issues, where concrete proposals are likely to be debated and recommended to the members of the Council for consideration, discussion and, where appropriate, a vote.

Committees are responsible for ensuring that the Council has all the information it needs to make informed decisions and respond appropriately to any questions that may arise.

Committees or commissions may, if necessary, address routine or housekeeping that fall within the remit of management.

Routine or stewardship matters are those requiring decisions under the Council's delegation of authority to management, or any management matters provided for in various policies, programs, agreements, resolutions or by-laws.

### **6.1.4 Composition and authority**

The composition and authority of a committee or commission are specified in the resolution or by-law creating it. Unless otherwise provided by law or regulation, a Town committee or commission, whether ad hoc or permanent, has no decision-making power: the committee or commission gives its opinion to the Council, enabling it to exercise its discretion with the benefit of the particular insight gained from the work of the committee or commission.

Generally speaking, the issues dealt with by committees or commissions are strategic issues or issues that have a significant impact on community services.

### **6.1.5 Nomination and term of authority**

Any member of a committee or commission is appointed by resolution of the Council.

Unless otherwise provided for in these by-laws or in the appointing resolution, a committee or commission member's authority is for a fixed term. The Council may, at any time, terminate the authority of a member of a committee or commission, by simple resolution to that effect.

## **In case of discrepancy, the French version shall prevail**

### **6.1.6 Replacement**

In the event of vacancy, resignation or removal of a member of a committee or commission, the Council appoints a new member by resolution to that effect.

### **6.1.7 Unexcused absences**

Any member of a committee or commission automatically ceases to be a member on accumulation of unexcused absences from three (3) consecutive committee or commission meetings.

The reason for the absence must be forwarded to the General Manager before the next committee or commission meeting. If the General Manager deems the reason acceptable, reasons are given for the absence. Otherwise, no reason is given.

### **6.1.8 Confidentiality of information**

Access to documents held by the Town is governed by the *Act respecting access to documents held by public bodies and the protection of personal information*. Access to information held by the Town is governed by the general management.

Under penalty of immediate and unappealable exclusion from the Committee, it is strictly forbidden for the Committee or Commission or any of its members to disclose any document, information or intelligence held by the Town that is not in the public domain.

The Town reserves all its recourses against the person failing to comply with the first two paragraphs of the present article.

### **6.1.9 Mayor and General Manager**

The Mayor is an ex-officio member of all committees and commissions and is entitled, not required, to vote thereon. Notwithstanding article 6.1.16 of the present by-law, his presence is not required to establish or obtain quorum.

The General Manager is an ex-officio member of all committees or commissions as a senior municipal official, without the right to vote. Notwithstanding article 6.1.16 of the present by-law, his presence is not required to establish or obtain quorum.

### **6.1.10 President**

On the recommendation of the mayor, the Council appoints the president of a committee or commission from among the Council members serving on that committee.

### **6.1.11 President's role**

The President:

- 1) hosts the meeting;
- 2) maintaining decorum;
- 3) participates in drawing up the agenda;
- 4) ensures that the work of the committee or commission is consistent with the Council's orientations and concerns, and with the Town's strategic planning;

## **In case of discrepancy, the French version shall prevail**

- 5) depending on the complexity of the file, presents it to the Council, adding the recommendations heard by the committee or commission;

### **6.1.12 Temporary replacement of the President**

In the absence of the President, the members of the Committee or Commission designate one of their number to chair the meeting.

### **6.1.13 Secretary**

Each committee or commission appoints its secretary, whether or not he or she is a member.

### **6.1.14 Secretary's duties**

Secretary :

- 1) convenes Committee meetings;
- 2) in collaboration with the President, draws up the agenda for the Committee or Commission meeting;
- 3) in collaboration with the president :
  - a. minutes of any committee or commission meeting and submits them to its members for approval at the next meeting; or, where applicable
  - b. one-page minutes of the committee meeting;
- 4) records any lack of quorum in the minutes of the meeting, together with all associated attendances and absences, and the time of the lack of quorum;
- 5) files an electronic version of the minutes in the "Paperless Council" application. If this is not possible, sends a copy to the Town Clerk.

### **6.1.15 Notice of a committee or commission meeting**

A meeting of the committee or commission is convened by the secretary, by telephone, e-mail or post, on his or her own initiative or at the request of the President, as far in advance of the meeting as possible.

The omission to give notice of any meeting or the failure of any member to receive such notice shall not invalidate any proceedings or recommendation of the Committee taken at any meeting at which a quorum was present.

### **6.1.16 Quorum**

A quorum is not required, except where indicated in a Council resolution concerning a committee. Where a quorum exists, article 6.1.17 applies.

### **6.1.17 No quorum**

The absence of a quorum is noted :

- 1) fifteen (15) minutes after the time set for the session or meeting. In this case, the meeting is cancelled;
- 2) in the absence of a simple majority of voting committee or commission members. In this case, the session or meeting may be suspended by the voting members present, for a maximum of fifteen (15) minutes. In the absence of a quorum within this time, the session or meeting is automatically cancelled.

## **In case of discrepancy, the French version shall prevail**

### **6.1.18 Voting rights**

Each member of the committee or commission, including the mayor, has one vote.

Any non-voting member of a committee or commission may express an opinion with the aim of influencing the vote.

No municipal officer or employee is entitled to vote.

### **6.1.19 Resolution**

Where applicable, a resolution is proposed by a voting member of the committee or commission. A resolution must be seconded by at least one other member entitled to vote in order to be deliberated and voted upon.

A proposal can be the subject of an amendment, but not of a subamendment.

### **6.1.20 Voting and results**

A seconded resolution that is not the subject of a request for a vote is deemed adopted unanimously.

In the case of a seconded resolution on which a vote is requested, the vote is taken orally and in turn. In this case, each member of the committee or commission entitled to vote may make a brief comment on his or her position in relation to the vote.

Voting results are recorded in the minutes of the meeting.

### **6.1.21 Communicating work**

The committee or commission reports on its work and deliberations in the form of minutes or, as the case may be, minutes signed by its president or by a majority of its members.

### **6.1.22 Paperless council" application deposit**

Minutes, if any, are filed by the Secretary on the "Paperless Council" application or, if the Secretary is unable to do so, by the Town Clerk or Assistant Clerk.

Minutes filed and published on the "Paperless Council" application are deemed to have been transmitted to Council members.

### **6.1.23 Inter-commission**

Any Town committee or commission may, through its President, invite one or more members of any other Town committee or commission for the purpose of exchanging views and providing particular insights on a given subject.

In this case, the president of the committee or commission to which the invitation is addressed is invited *ex officio*, in addition to any member specifically targeted by the invitation.

## **CHAPITRE 2 URBAN PLANNING ADVISORY COMMITTEE**

### **6.2.1 Constitution**

A Comité consultatif d'urbanisme (CCU) is established in accordance with the *Act respecting land use planning and development*.

## **In case of discrepancy, the French version shall prevail**

Subject to section 6.1.9 of this by-law, this committee is composed of the following persons, appointed by resolution of the Council:

- 1) one (1) member of the Council;
- 2) eight (8) Town citizens according to the following criteria: one (1) member from the business community, one (1) member from the agricultural sector, one (1) member from each of the six electoral districts. When the Council feels unable to fill a position within one of these criteria, it appoints a member at its discretion.
- 3) the director or an inspector of the Land Management and Environment Department (non-voting).

The Council member chairs this committee and its meetings.

### **6.2.2 Authority**

The Committee's authority is to study and make recommendations to the Council on the following subjects:

- 1) A request for a minor variance;
- 2) A comprehensive development plan (PAE);
- 3) A site planning and architectural integration program (SPAIP);
- 4) A request for authorization of a conditional use;
- 5) A specific project for the construction, alteration or occupancy of an immovable (PPCMOI);
- 6) Any other matter on which its opinion is required under the *Act respecting land use planning and development*, or which is submitted to it by the Direction générale, the Direction du Service de l'urbanisme et de l'environnement or by the Council in matters of land use planning, zoning, subdivision, construction or development.

The authority for Committee members is two (2) years. This authority is automatically renewable, unless otherwise resolved by Council. Council may terminate a member's authority before the expiry of his or her term by resolution to that effect.

The term of a member's authority is deemed to commence on January 1<sup>st</sup> of the year of appointment. If a replacement is appointed during the term of office, the new member completes the term of office of the member he/she replaces.

Notwithstanding the foregoing, the authority of a member of the Committee who is a member of the Council automatically terminates if he or she is no longer a member of the Council.

(Amend. Reg. 2023-03)

### **6.2.3 Frequency of meetings**

The Planning Advisory Committee (CCU) meets once (1) a month, according to the schedule established by the Director of Land Management and Environment.

The CCU may also hold special meetings, convened by its President in collaboration with the Director of Land Management and the Environment.

# **In case of discrepancy, the French version shall prevail**

## CHAPITRE 3 DEMOLITION COMMITTEE

### 6.3.1 **Constitution**

A demolition committee (DC) is set up.

Subject to article 6.1.9 of the present by-law, this committee is composed of three (3) members of Council (including the mayor) and one (1) substitute designated by resolution of Council.

The quorum of the Committee is two (2) members.

The mayor chairs the committee and its meetings.

### 6.3.2 **Authority**

The function of the Committee is to analyze and render decisions concerning demolition requests for any building located on the territory of Town of Brome Lake and covered by any current by-law governing such requests. It is also responsible for exercising any other power or duty conferred upon it by any by-law in force governing such applications.

The authority for Committee members is two (2) years. This authority is renewable, automatically, unless otherwise resolved by the Council. Council may terminate a member's authority before the expiry of his or her term by resolution to that effect.

The term of a member's authority is deemed to commence on January 1<sup>st</sup> of the year of appointment. If a replacement is appointed during the term of office, the new member completes the term of office of the member he/she replaces.

Notwithstanding the foregoing, the authority of a member of the Committee who is a member of the Council automatically terminates if he or she is no longer a member of the Council.

### 6.3.3 **Frequency of meetings**

The Demolition Committee (DC) meets at the request of the mayor, when convened by the Town Clerk. Meetings are convened by e-mail.

## **TITRE 7 DELEGATIONS OF AUTHORITY**

### CHAPITRE 1 TERMS AND CONDITIONS OF DELEGATION

#### 7.1.1 **Administrative policies and practices**

The delegatee must comply with the administrative policies and practices in force in the exercise of the delegated act. He/she must obtain the required hierarchical approvals, where applicable.

#### 7.1.2 **Jurisdiction**

A delegate may only authorize expenditure within the budgets for which he or she is responsible.

# **In case of discrepancy, the French version shall prevail**

## **7.1.3 Conditions applicable in all cases**

A director may authorize an expenditure only if all of the following conditions are met:

- 1) appropriations are available in the budget for the purposes for which the expenditure is intended;
- 2) the expenditure will only commit the Town's credit for the current financial year;
- 3) the statutory rules for awarding contracts are respected;
- 4) the Town's current administrative policies and practices and the agreements signed by the Town are respected;
- 5) the budgetary control and monitoring process set out in these regulations is respected.

## **7.1.4 Signing and storing documents**

The delegate is authorized to sign contracts and all ancillary or complementary documents arising from the delegated authority to authorize expenditure.

## **7.1.5 Submission of expenditure authorizations**

In accordance with section 477.2 of the *Cities and Towns Act*, the Director of Finance and Treasury submits all expenditure authorizations granted in application of the present by-law. This deposit may take the form of a list of cheques issued since the last deposit.

## **CHAPITRE 2 MATTERS COVERED BY THE DELEGATION OF AUTHORITY TO AUTHORIZE EXPENDITURES AND ENTER INTO CONTRACTS**

### **7.2.1 Target materials**

Delegation of the power to authorize expenditure and enter into contracts applies in general to the following budgets:

- 1) operating expenses;
- 2) capital expenditure;

except in the case of :

- a. a contract with a government

however, this prohibition does not apply to a contract or agreement with a provincial government department for the purpose of granting a road permit, or for the maintenance, sweeping, snow removal, etc., of a street, highway or road;

- b. intermunicipal agreement;
- c. a collective agreement;
- d. hiring permanent staff;
- e. an insurance contract;
- f. a share of the expenses of an intermunicipal board;
- g. financial assistance to an organization not provided for in a policy or program;

# In case of discrepancy, the French version shall prevail

h. of an expense previously refused by the Council.

## 7.2.2 Construction and improvement work

No expense relating to construction or improvement work may be incurred by an employee unless the construction or improvement work has been previously approved by by-law or resolution in accordance with the *Municipal Works Act*.

## CHAPITRE 3 EMPLOYEES COVERED BY THE DELEGATION OF AUTHORITY TO AUTHORIZE EXPENDITURES AND ENTER INTO CONTRACTS

### 7.3.1 Employees concerned

Subject to the other provisions of this chapter, the Council delegates to the incumbents of the positions listed below the power to authorize expenditures and enter into contracts, subject to compliance with the Purchasing Policy in effect, in the categories of expenditures and up to the following amounts, including net taxes:

<b>Professional services</b>	<b>Other expenses (1)</b>	
<b>General Manager</b>	25 000 \$	25 000 \$
<b>Executive Vice-President</b>	25 000 \$	25 000 \$
<b>Leisure Director</b>	15 000 \$	15 000 \$
<b>Other directors</b>	10 000 \$	10 000 \$
<b>Assistant Manager, Technical Services</b>	15 000 \$	15 000 \$
<b>Public works and technical services division managers</b>	10 000 \$	10 000 \$
<b>Assistant Director and Fire Chief of</b>	5 000 \$	5 000 \$

1 - OPERATING AND CAPITAL EXPENDITURE

*Delegated authority to authorize expenditure and enter into contracts accordingly may be exercised by a line manager in the absence of a delegate identified in the second paragraph of this article.*

(Amend. Reg. 2023-03)

### 7.3.2 General Manager, Deputy General Manager and Directors

The General Manager and Directors may authorize the following expenditures without regard to amount, unless specifically stipulated otherwise, provided that sufficient amounts have been budgeted:

- 1) amounts owed by the Town to a government authority a legislative or regulatory provision;
- 2) amounts due to satisfy any final judgment of a court having jurisdiction in Quebec;
- 3) energy and fuel bills;
- 4) Invoice for rental of equipment and telephone lines, computers, internet, datas, etc..;
- 5) licenses and permits for Town vehicles, including Quebec automobile insurance;
- 6) radio licenses;

## **In case of discrepancy, the French version shall prevail**

- 7) purchase of postage stamps, certified letters, post office batch mailings, courier services, etc;
  - 8) fuel used by Town vehicles;
  - 9) within the framework of the capital budget, expenditures for personnel remuneration, inventory and tooling used to carry out duly authorized capital projects, within the amounts allocated by the Council;
  - 10) acquisition of goods for the renewal of products in inventory, within the delegatee's authority;
  - 11) deposit repayment;
  - 12) renewal of licenses, user fees, annual maintenance or development costs associated with systems, software or software packages already in use by the Town, provided that a call for tenders is not required in accordance with paragraph 6<sup>o</sup> of section 573.3 of the *Cities and Towns Act*;
  - 13) payment of contributions under agreements signed with paramunicipal, community or intermunicipal organizations.
- (modif. Rule 2023-03)

### **7.3.3 Director of Finance and Treasury (Treasurer)**

The Director of Finance and Treasury is authorized to pay the following expenses regardless of the amount, provided the amounts have been budgeted:

- 1) expenses authorized by the Council;
- 2) employer contributions, as well as contributions to the employee pension plan in accordance with actuarial studies, legislation or labour agreements in force;
- 3) any taxes or amounts owed by another municipality or government;
- 4) reimbursement of any overpayments and related interest on presentation of supporting documents;
- 5) reimbursement of any sums collected by the Town on behalf of third parties;
- 6) debt servicing and other financing costs;
- 7) short-term investments in accordance with any applicable policies;
- 8) payment of quotas to various paramunicipal or regional organizations;
- 9) payment of expenses reimbursable by a third party;
- 10) submission of tenders, plans and the like;
- 11) contractual holdbacks;
- 12) reimbursement of election expenses for political parties and independent candidates;
- 13) the Town's annual dues to the Union des municipalités du Québec, including the fee for access to the Carrefour du capital humain;
- 14) remuneration of Council members (including expense allowance) and municipal employees;
- 15) reimbursement of expenses incurred by employees in the performance of their duties;
- 16) heating, electricity, gas and telecommunications costs;

## **In case of discrepancy, the French version shall prevail**

- 17) petty cash expenses, credit card expenses and postage and courier charges.

### **7.3.4 Director of Registry and Legal Affairs (Town Clerk)**

Notwithstanding the maximum amounts provided for in article 7.3.1, the Director of Registry and Legal Affairs may :

- 1) Authorize the recovery, by judicial or extrajudicial means, of any sums due to the Town;
- 2) To grant any release or discharge as part of an amicable settlement of a dispute or litigation, or a judgment, or a write-off by the Council of a sum due to the Town;
- 3) Release all seizures made by the Town;
- 4) Authorize expenses in the capacity of president of a municipal election or referendum within and in compliance with the provisions of the *Act respecting elections and referendums in municipalities* , regardless of the amount, provided that sufficient amounts have been budgeted.

### **7.3.5 General Manager**

The General Manager is also authorized to pay expenses or make the following disbursements without regard to the amount, provided that sufficient amounts have been budgeted:

- 1) remuneration and reimbursement of authorized expenses of Council members;
- 2) remuneration paid to employees in accordance with collective agreements or agreements in force;
- 3) miscellaneous deductions from staff and Council remuneration.

## **CHAPITRE 4 SPECIFIC DELEGATIONS**

### **7.4.1 Tender selection committee**

The Council delegates to the General Manager the power to form the Selection Committee, when required, as part of the process of awarding professional services contracts, calls for tenders, competitions or calls for projects.

The General Manager must comply with the *current Contract Management Regulations* and the following principles when appointing members to the selection committee:

- 1) a committee must be composed of at least three (3) members;
- 2) the Managing Director or Deputy Managing Director, where applicable, may not be a member of this committee;
- 3) a member of the Council may not be a member of this committee;
- 4) members must be impartial and have no direct or indirect interest in the tender;
- 5) at least one (1) member should, ideally, be knowledgeable in the field covered by the call for tenders;
- 6) members are chosen from among Town employees;
- 7) one (1) external member may be appointed, when required, to complete expertise needed to evaluate the bids.

## **In case of discrepancy, the French version shall prevail**

The clerk, assistant clerk or, if necessary, a project manager acts as committee secretary.

### **7.4.2 Powers of the mayor, general manager and clerk with respect to contracts for real property**

The mayor or deputy mayor, the director general and the director of the clerk's office and legal affairs or their deputy directors, as the case may be, have the power to enter into and sign all contracts or other documents required:

- 1) to give effect to a resolution or by-law adopted by the Council, in particular, to sign deeds of purchase or sale of immovables or servitudes authorized by resolution of the Council, deeds of correction of such deeds, and plans related to cadastral operations;
- 2) to acquire properties for which the Town is the successful bidder, during sales for non-payment of taxes, regardless of the year of the auction.

### **7.4.3 Powers of the General Manager with regard to unforeseen works or cost overruns.**

The General Manager or Assistant General Manager, as the case may be, has the power to authorize an expense and its payment for any contract authorized by resolution of the Council, under the following conditions:

- The modification is accessory to the contract (does not change its nature);
- Any overrun of less than \$5,000 must be recommended to the General Manager, in writing, by the person responsible for the project;
- Any overrun of more than \$5,000 but less than \$15,000 must be reported to the Council as soon as possible, in writing, by the General Manager;
- Any overrun in excess of \$15,000 but not exceeding ten percent (10%) of the total value of the contract awarded must be authorized by resolution of the municipal council.

This section does not apply to non-essential additions to contracts, which must comply with contract award rules.

### **7.4.4 Town applications for liquor licenses**

Any Director is authorized to sign, for and in the name of the Town, applications for liquor permits from the Régie des alcools, des courses et des jeux, for the holding of any activity organized by the Town.

### **7.4.5 Grant application**

All directors are authorized to apply for subsidies, for and on behalf of the Town, from any person or organization likely to provide one, and to agree with them, where applicable, on the terms and conditions of payment, in full compliance with priority projects and the Town's mission.

They are also authorized to sign the documents required for this purpose.

# **In case of discrepancy, the French version shall prevail**

## **7.4.6 Authorization to sign for release**

The General Manager or the Director of the Clerk's Office and Legal Affairs or their Assistant Directors, as the case may be, may enter into and sign contracts and other documents relating to the following matters:

- 1) releases, discharges of mortgages and other encumbrances on land, and other similar documents when claims against the Town have been paid in full.

The Director of Clerk's Office and Legal Affairs or his Assistant Director, as the case may be, may enter into and sign contracts and other documents relating to the following matters:

- 1) notices, petitions, procedures and any other document of the same nature intended for use in a case before the judicial or administrative courts;
- 2) transactions, out-of-court settlements and any other documents of a similar nature dealing with a dispute or a situation that could give rise to a dispute.

However, any negotiated settlement having the effect of reducing a Town debt by 25,000\$ or more must be approved by the Council, except in the case of insolvency or bankruptcy, in which case there is no maximum.

## **7.4.7 Power to transact business and sign cheques**

In accordance with section 100.1 of the *Cities and Towns Act*, the Mayor and Director of Finance and Treasury sign cheques and negotiable instruments.

The Mayor and the Director of Finance and Treasury are empowered to act as the Town's representatives in respect of any account held or to be held with any financial institution with which the Council may decide to do business.

The Mayor and Director of Finance and Treasury exercise all powers relating to the management of Town accounts and are authorized to sign all documents necessary for this purpose, including bank drafts.

## **7.4.8 Financing contract**

The Council delegates to the Director of Finance and Treasury the power to grant the financing contract on behalf of the Town to the person entitled thereto in accordance with section 554 of the *Cities and Towns Act*, subject to the following conditions:

- 1) the Town must sell, by auction to the person who has made the most advantageous offer within the prescribed time, the bonds it is authorized to issue upon written bids after notice published within the prescribed time and in the prescribed manner, unless it has obtained the prior authorization of the Minister of Finance to award the contract to another person;
- 2) the Minister of Finance may authorize the Town to sell bonds by private agreement, without compliance with the prescribed formalities, on such terms and conditions as the Minister of Finance deems appropriate; in such a case, the Town must obtain approval of the borrowing conditions from the Minister of Finance before concluding the transaction.

## **In case of discrepancy, the French version shall prevail**

### **7.4.9 Obtaining credit cards**

The Director of Finance and Treasury or, in his absence, his Assistant Director, as the case may be, is authorized to request and sign, for and in the name of the Town, all documents necessary for the issuance of corporate credit cards or any other means of payment of a Town expense to the Mayor, the General Manager, a Director and a Town Director or of a purchasing card to any employee.

### **7.4.10 Town vehicle registration**

The General Manager, the Assistant General Manager or a Division Head has the power to prepare, present and sign all documents required by the *Société d'assurance-automobile du Québec*, *Transport Canada* or any other public organization, as the case may be, for the registration or change of registration of Town vehicles.

(Amend. Reg. 2023-03)

### **7.4.11 Good surplus**

Council delegates to the Director General or Assistant Director General the power to dispose of surplus Town property, in accordance with the *Policy for the Disposal of Surplus Property* attached as **Appendix I** to this by-law to form an integral part hereof.

(Amend. Reg. 2023-03)

### **7.4.12 Representation to the Ministère du Revenu du Québec and the Ministère des Finances**

The following persons are authorized to represent Town of Brome Lake before the Ministère du Revenu du Québec and the Ministère des Finances with respect to payroll and source deductions of Town employees and GST and QST files:

- 1) the Managing Director or Deputy Managing Director, where applicable;
- 2) the Director of Finance and Treasury or his deputy, if applicable;
- 3) administrative assistant in accounting and payroll.

### **7.4.13 Temporary hiring power**

The General Manager or, in his absence, the Assistant General Manager, as the case may be, may hire temporary or replacement employees, seasonal employees, non-unionized contract employees or students or accept trainees who are employees within the meaning of the *Labour Code* (R.S.Q., c. C-27), under the following conditions:

- 1) the internship contract or authorization is for a period that may not exceed the duration stipulated in any applicable collective bargaining agreement;
- 2) replacement of vacations, vacations, regardless of the number hours worked;
- 3) the employee is not a manager.

In addition, the engagement is, where applicable, subject to the terms of any applicable collective agreement, if any, or the Human Resources Manual; the engagement is effective only if appropriations are available for this purpose.

## **In case of discrepancy, the French version shall prevail**

The list of these employees or trainees must be tabled at the Council meeting within thirty (30) days of the hiring or authorization of traineeships.

### **7.4.14 Power to transfer permanent employees**

The General Manager or, in his absence, the Assistant General Manager, as the case may be, may transfer permanent employees to permanent or temporary positions under the following conditions:

- 1) the transfer is made under the terms of any applicable collective bargaining agreement;
- 2) the transfer only takes effect if credits are available for this purpose.

The list of these employees must be tabled at the Council meeting within thirty (30) days of hiring.

### **7.4.15 Collective agreement letters of understanding**

The General Manager or, in his absence, the Assistant General Manager, has the power to sign letters of agreement relating to a Town collective agreement, provided that they do not modify the major orientations of this collective agreement and do not entail costs for the Town in excess of the delegation provided for in article 7.3.1 for the duration of the letter of agreement.

### **7.4.16 Service extension**

The Director General, the Assistant Director General, the Assistant Director of Technical Services or the Division Heads of Public Works and Technical Services have the power to authorize, on behalf of the Town, requests for the extension of services submitted by Énergir (formerly Gaz Métropolitain), Vidéotron, Bell Canada, Hydro-Québec, COGECO Cable or any other similar company, provided that the extension is on existing streets or streets whose opening is authorized by by-law and that the extension does not incur any cost for the Town, except within the limits of the delegation of power.

(Amend. Reg. 2023-03)

### **7.4.17 Certificate applications to the ministry responsible for the environment**

The General Manager, the Assistant General Manager, the Director of Urban Planning and Environment, the Assistant Director of Technical Services, the Environmental Advisor or a Division Head of Public Works and Technical Services has the power to:

- 1) to submit, on behalf of the Town, to the Ministère du Développement durable, de l'Environnement, et de la lutte contre les changements climatiques any ministerial authorization, application for a certificate of authorization or other similar request under the *Environment Quality Act* or the *Act respecting the conservation and development of wildlife*;
- 2) in the case of section 22 of the *Environment Quality Act*, to confirm its commitment to forward to the Ministère du Développement durable, de l'Environnement, et de la lutte contre les changements climatiques, upon completion of the work, a certificate signed by an engineer attesting to its compliance with the authorization granted.

(Amend. Reg. 2023-03)

## **In case of discrepancy, the French version shall prevail**

### **7.4.18 Lighting installation**

The Director General or his Assistant Director, the Director or his Assistant Director, a Division Head of Public Works and Technical Services is authorized to request and sign requests for the installation of street lighting on Town territory, at the locations mentioned in the second paragraph of this article, provided that the price charged by Hydro-Québec is within Hydro-Québec's terms and conditions of electricity supply and is applicable to all of its customers.

The installation of street lighting fixtures is authorized by Council resolution or at locations determined by the Town's Lighting Policy, if one exists.

(Amend. Reg. 2023-03)

### **7.4.19 Fire assistance request**

In the event of a fire on Town territory or in a municipality wholly served by the Town, when the fire exceeds the Town's capabilities, the Town's Director of Public Security and Fire, his assistant or the Fire Chief may request fire assistance from another municipality.

(Amend. Reg. 2023-03)

### **7.4.20 Persons designated under sections 35 et seq. of the *Municipal Powers Act***

Any inspector of the Urban Planning and Environment Department is authorized to act as a designated person for the purpose of dealing with disagreements provided for in section 36 of the Municipal Powers Act, with all the powers provided for in sections 35 et seq. of that Act. These include, for example, disagreements concerning a common fence or ditch, or a drainage ditch in an agricultural zone.

The jurisdiction of designated persons is limited to land located in the Town's agricultural zone within the meaning of paragraph 17° of section 1 of the Act respecting the preservation of agricultural land and agricultural activities (R.S.Q., c. P-41.1), to land located outside this zone and on which an agricultural activity is carried out within the meaning of paragraph 0.1° of section 1 of this Act, or to land on which forestry activities are carried out.

(Amend. Reg. 2023-03)

### **7.4.21 Use of the public domain**

The General Manager, Assistant General Manager or Director of Recreation, Tourism, Culture and Community Life has the power to authorize use of the public domain for the needs of event organizers and film production companies.

(Amend. Reg. 2023-03)

## **TITRE 8 BUDGET CONTROL AND MONITORING**

### **CHAPITRE 1 GENERAL PROVISIONS**

#### **8.1.1 Objectives**

This by-law establishes the budgetary control and monitoring rules that Town employees must follow.

# **In case of discrepancy, the French version shall prevail**

It applies to any appropriation attributable to financial or investment activities of the current fiscal year that the Council may adopt by resolution or by-law.

It also establishes the rules of responsibility and operation required to ensure that any expense to be incurred or carried out by an employee of the Town, including the hiring of an employee, is duly authorized after verification of the availability of the necessary credits.

## CHAPITRE 2 PRINCIPLES OF BUDGET CONTROL AND MONITORING

### 8.2.1 **Financing**

The appropriations required for the Town's financial or investment activities must be approved by the Council prior to their allocation for related expenditures. This approval takes the form of a vote of appropriations expressed in one of the following ways:

- 1) adoption by the Council of the annual budget or a supplementary budget;
- 2) adoption by the Council of a borrowing by-law;
- 3) the adoption by the Council of a resolution or by-law appropriating funds from surplus revenues, the accumulated surplus, financial reserves or reserved funds.

### 8.2.2 **Expenses**

In order to be made or incurred, any expenditure must be duly authorized by the Council in open session or by a Director, in accordance with the present by-law, after verification of the availability of the necessary credits.

## CHAPITRE 3 BUDGET CONTROL AND MONITORING PROCEDURES

### 8.3.1 **Due diligence**

Any employee with delegated spending authority must first verify the availability of funds on the Town's current accounting system to incur an expense in accordance with this by-law, or recommend that the Council authorize an expense.

### 8.3.2 **Commitments extending beyond the current year**

Any authorization of an expenditure commitment extending beyond the current year must first be subject to verification of available appropriations for the portion chargeable in the current year, and submitted to the Council.

When preparing the budget for the following year, the director or his deputy, as the case may be, must ensure that his budget covers expenses already incurred for which he is responsible. The Town's Director of Finance and Treasury must also ensure that the necessary appropriations for these expenses are correctly provided for in the budget.

### 8.3.3 **Budget variations**

Before incurring an expense or recommending that Council authorize an expense, the Director or Assistant Director, as the case may be, who determines that the expense requires a budget variance must comply with the *Budget Variance Policy* attached as **Appendix II** to this by-law to form an integral part hereof.

# In case of discrepancy, the French version shall prevail

## TITRE 9 CONTRACT MANAGEMENT

This title constitutes the Town's *Contract Management By-law* within the meaning of section 573.3.1.2 of the *Cities and Towns Act* and applies to any contract, including a contract that is not covered by one of the subparagraphs of the first paragraph of section 573 or section 573.3.0.2 of the *Cities and Towns Act*.

### CHAPITRE 1 DEFINITION

For the purposes of this Title, :

**"Over-the-counter contract"**: a contract entered into through free negotiation between the parties, without competitive bidding.

**"construction contract"**: a contract for the construction, reconstruction, demolition, repair or renovation of a building or civil engineering work, including site preparation, excavation, drilling and blasting work, the supply of products and materials, equipment and machinery if these are provided for and related to the contract, and the installation and repair of fixed equipment for a building or civil engineering work.

**"supply contract"**: a contract for the purchase or lease of movable property, in which charges may be included for the installation, operation and maintenance of the property, as well as any equipment lease with a purchase option.

**"service contract"**: contract for the supply of services in which parts or materials required for such supply may be included.

**"Exclusive practice professional services contract"**: a contract for services whose practice is restricted by law or regulation, for example: a doctor, nurse, dentist, pharmacist, veterinarian, engineer, land surveyor, architect, chartered accountant, lawyer or notary.

### CHAPITRE 2 APPLICATION

#### 9.2.1 **Type of contract**

This Title applies to all contracts entered into by the Town.

However, articles 9.9.1 and 9.9.2 of this Title, which respectively provide for measures to ensure the rotation of potential co-contractors and rules for the awarding of contracts by mutual agreement, do not apply to contracts that generate all or part of the Town's revenues.

#### 9.2.2 **Person responsible for the application**

The Director of the Registry and Legal Affairs or, in his absence, the Director General or his Deputy Director, as the case may be, is responsible for the application of this Title.

# In case of discrepancy, the French version shall prevail

## CHAPITRE 3 MEASURES TO PROMOTE COMPLIANCE WITH APPLICABLE LAWS AGAINST BID-RIGGING

### 9.3.1 **Mandatory reporting of collusion, rigging, influence peddling, intimidation and corruption**

Any elected municipal official, municipal officer or Town employee to whom a situation of collusion, rigging, influence peddling, intimidation or corruption is brought to attention, or who witnesses such a situation, must denounce it to the person responsible for applying the present chapter or, if the situation in question concerns this person, to the Town's Auditor General.

### 9.3.2 **Confidentiality and discretion**

The members of the Council, employees and officers of the Town must, in the context of any call for tenders or awarding of a contract, even before or after the said process, exercise discretion and maintain, to the extent possible, the confidentiality of information known to them concerning such process.

### 9.3.3 **Confidentiality obligations of agents and consultants**

Where applicable, any agent or consultant appointed by the Town to draft tender documents or to assist it in such a process must, to the extent possible, maintain the confidentiality of his authority, of any work carried out within the scope of this authority and of any information brought to his knowledge in the course of its execution.

## CHAPITRE 4 MEASURES TO ENSURE COMPLIANCE WITH THE LOBBYING TRANSPARENCY AND ETHICS ACT AND THE LOBBYISTS' CODE OF CONDUCT

### 9.4.1 **Retention of information relating to an influential communication**

Elected officials and municipal employees must keep, as the case may be, in paper or electronic form, all documents, such as agendas, e-mails, telephone reports, letters, minutes of meetings, presentation documents, offers of services, faxes, etc. relating to any communication of influence made by a person to them, whether or not this communication was made in compliance with the *Lobbying Transparency and Ethics Act*, the *Code of Conduct for Lobbyists* or the notices of the Lobbyists Commissioner.

### 9.4.2 **Lobbying declaration to Town**

At the same time as submitting a bid, the bidder must file a declaration (**Appendix III** of this by-law) stating whether lobbying activities have taken place in order to obtain the contract for which it is bidding and whether these lobbying activities were carried out in accordance with the *Lobbying Transparency and Ethics Act* (R.S.Q. T-11.01), the *Code of Conduct for Lobbyists* and the notices issued by the Lobbyists Commissioner.

## CHAPITRE 5 MEASURES TO PREVENT ACTS OF INTIMIDATION, INFLUENCE PEDDLING OR CORRUPTION

### 9.5.1 **Declaration of absence of collusion and attempt to influence a selection committee**

When the bidder submits his bid to the Town, he must also file a declaration (**Appendix III** of this by-law) in which he affirms that, to the best of his

## **In case of discrepancy, the French version shall prevail**

knowledge and following serious verification, neither he nor any employee, officer, director or shareholder of his company has attempted to communicate or contacted any member of the selection committee, if any, for the purpose of influencing it or obtaining information relating to the call for tenders.

The bidder must also declare that it has prepared its bid without collusion and without having communicated or established any agreement or arrangement with a competitor.

He must also declare that there has been no agreement or arrangement with a competitor regarding prices, methods, factors or formulas for establishing prices, the decision to submit or not to submit a bid, the submission of a bid that does not meet the specifications of the call for tenders, directly or indirectly, and this, before the earlier of the time of the official opening of bids or the awarding of the contract.

### **9.5.2 Benefits to an employee, officer, member of the council, selection committee**

It is strictly forbidden for a bidder, supplier or buyer to make offers, donations, payments, gifts, remuneration or any other benefit to an employee, officer, member of the Council or of the selection committee.

## **CHAPITRE 6 MEASURES TO PREVENT CONFLICTS OF INTEREST**

### **9.6.1 Declaration of interests by municipal employees and officers**

In the days following the opening of tenders or the awarding of a contract, municipal employees and officers associated with the conduct and preparation of a tendering process or the awarding of a contract must complete and provide a declaration ( **Appendix IV** of this by-law) to declare any family ties, business ties and pecuniary interests, if any, that they have with bidders who have submitted a tender for the awarding of a contract that they have had to prepare or manage.

### **9.6.2 Declaration of interest**

When submitting a bid, a bidder must make a declaration ( **Appendix III** of this by-law) indicating whether he personally, or through his directors, shareholders or officers, has any family, financial or other ties likely to create an appearance of conflict of interest, whether directly or indirectly, with members of the Council, officers and/or employees of the Town.

He must also specify that he undertakes that he and his subcontractors will not retain the services of any person having participated in the preparation of the call for tenders for which he is bidding, in the preparation of the contract awarded to him or in the awarding of the contract by his vote, for a period of one (1) year following the end of the contract awarded.

### **9.6.3 Failure to file a declaration**

The existence of a relationship between a bidder and a member of the Council, an officer or an employee of the Town does not result in automatic rejection of the bid. The Town reserves the right to take any measure permitted by law, if it deems that the conflict of interest is of such intensity as to warrant awarding the contract to another bidder.

# **In case of discrepancy, the French version shall prevail**

## CHAPITRE 7 MEASURES AIMED AT PREVENTING ANY OTHER SITUATION LIKELY TO COMPROMISE THE IMPARTIALITY AND OBJECTIVITY OF THE BIDDING PROCESS AND RESULTING CONTRACT MANAGEMENT

### 9.7.1 **Loyalty**

All council members, employees and municipal officers must refrain at all times from using their duties to favour the awarding of a contract to a particular bidder.

### 9.7.2 **Selection of invited bidders**

The Council delegates to the General Manager, the Director of the Clerk's Office and Legal Affairs, or any other manager responsible for a project, the power to select invited bidders by invitation or by mutual agreement.

### 9.7.3 **Delegation of authority to appoint members of the selection committee responsible for analyzing bids**

In order to maintain the confidentiality of the identities of the members of the selection committee, the Council delegates to the General Manager or, in his absence, to his Assistant General Manager, as the case may be, the power to appoint any member of the selection committee responsible for analyzing bids in the context of a call for tenders using criteria other than price alone, in accordance with the process prescribed by law.

### 9.7.4 **Nomination of a secretary**

In order to assist and supervise, when required, the work of the members of a selection committee responsible for analyzing certain bids, the Director of the Clerk's Office and Legal Affairs, or his Assistant Director, as the case may be, is appointed as secretary to the selection committee.

### 9.7.5 **Declaration by committee members and secretary**

The members of a selection committee and the committee secretary must, before taking up their duties, complete and provide a declaration ( **Appendix V**). This declaration stipulates, among other things, that committee members will judge bids submitted by tenderers without bias, favor or ethical consideration, and that they will individually analyze the quality of each compliant bid received, prior to evaluation by the selection committee.

Committee members and the committee secretary must also affirm that they will under no circumstances disclose the authority entrusted to them by the Town, that they will maintain the secrecy of deliberations, that they will take all appropriate precautions to avoid placing themselves in a potential conflict of interest situation and that they have no direct or indirect interest in the call for tenders. Should they fail to do so, they formally undertake to disclose their interest and terminate their authority.

## CHAPITRE 8 MEASURES TO PROVIDE A FRAMEWORK FOR ANY DECISION TO AUTHORIZE THE MODIFICATION OF A CONTRACT

### 9.8.1 **Modification authorization procedures**

- 1) For supply and service contracts

## **In case of discrepancy, the French version shall prevail**

Subject to article 9.8.2, for any request to amend the contract, the project manager must submit a written request stating the reasons justifying the amendment, with a copy to the General Manager and the Director of the department involved, where applicable. The latter must make a recommendation to the Council or Executive Committee, as the case may be.

Contract amendments may only be made following a resolution authorizing them by the Council or the Executive Committee when it has the power to incur such an expense.

### **2) For construction contracts**

The person in charge of a construction project must submit a monthly written report to the general manager and the department manager involved of all modifications authorized as accessory.

### **9.8.2 Contingencies and cost overruns**

According to 9.13.2.

## **CHAPITRE 9 MEASURES TO PROMOTE THE ROTATION OF POTENTIAL CO-CONTRACTORS WHEN AWARDING PRIVATE CONTRACTS INVOLVING AN EXPENDITURE OF AT LEAST 25,000\$ BUT BELOW THE THRESHOLD REQUIRING A PUBLIC CALL FOR TENDERS**

### **9.9.1 Involvement of different contractors**

When awarding contracts by mutual agreement involving an expenditure of at least \$25,000, but below the threshold requiring a public call for tenders, the Town must aim to involve as many companies as possible from among those able to meet its needs, encouraging rotation among potential contractors whenever possible.

However, rotation must not be at the expense of sound management of public expenditure.

### **9.9.2 Invitation to companies to bid on contracts by mutual agreement**

When awarding contracts by mutual agreement involving an expenditure of at least \$25,000, but below the threshold requiring a public call for tenders, the Town shall endeavour to solicit at least two (2) firms whenever possible.

## **CHAPITRE 10 RULES FOR AWARDING OVER-THE-COUNTER CONTRACTS**

### **9.10.1 Supply contract**

Any supply contract with a value of less than 121,200\$ or the amount set as the threshold for public tenders in the *By-law decreeing the threshold of expenditure for a contract that may only be awarded after a public call for tenders, the minimum time for receipt of tenders and the expenditure ceiling limiting the territory of origin of tenders* may be concluded by mutual agreement. In such a case, the measures set out in Chapter 9 of the present by-law must be respected.

(modif. Reg. 2022-09)

# **In case of discrepancy, the French version shall prevail**

## **9.10.2 Contract for the execution of work**

Any contract for the performance of work whose value is less than \$121,200, or the amount set as the threshold for a call for public tenders in the *By-law decreeing the expenditure threshold of a contract that may only be awarded after a public call for tenders, the minimum time for receipt of tenders and the expenditure ceiling limiting the territory of origin of tenders*, may be entered into by mutual agreement. In such a case, the measures set out in Chapter 9 of this by-law must be respected.

(modif. Reg. 2022-09)

## **9.10.3 Service supply contract**

Any contract for the supply of services whose value is less than \$121,200, or the amount set as the threshold for a call for public tenders in the *By-law decreeing the threshold for the expenditure of a contract that may only be awarded after a public call for tenders, the minimum time for receipt of tenders and the expenditure ceiling for limiting the territory of origin of tenders*, may be concluded by mutual agreement. In such a case, the measures set out in Chapter 9 of this by-law must be respected.

Any professional services contract whose value is less than 121 200\$ or the amount set as the threshold for public tenders in the *By-law decreeing the threshold of expenditure for a contract that can only be awarded after a public call for tenders, the minimum time for receipt of tenders and the expenditure ceiling limiting the territory of origin of tenders* may be concluded by mutual agreement. In such a case, the measures set out in Chapter 9 of the present by-law must be respected

(modified by Reg. 2022-09)

## **CHAPITRE 11 PREFERENCE CLAUSES**

### **9.11.1 Local purchasing**

In order to promote the local economy, the Town may award a contract by mutual agreement to a local supplier who does not necessarily provide the lowest price, provided that, for at least equivalent quality, its offer does not exceed five percent (5%) more than the best price submitted by a supplier outside the Town in the case of contracts less than or equal to \$25,000 (taxes included), and three percent (3%) more than the best price in the case of contracts over \$25,000 but less than \$121,200, or the amount set as the threshold for a call for public tenders in *By-law decreeing the threshold for the expenditure of a contract that may be awarded only after a public call for tenders, the minimum time limit for receipt of bids and the expenditure ceiling to limit the territory of origin of bids*.

(modified by Reg. 2022-09)

### **9.11.2 Measures to promote Québec goods and services and Québec-based suppliers insurers and contractors**

**9.11.2.1** Prior to awarding any contract involving an expenditure below the expenditure threshold of a contract that can only be awarded after a public request for tenders, the Municipality shall identify businesses capable of supplying Québec goods and services likely to meet these needs.

## **In case of discrepancy, the French version shall prevail**

Except in special circumstances or for reasons of sound management, once these companies have been identified, the municipality favors awarding the contract to a company capable of supplying Québec goods and services.

**9.11.2.2** If the Town is unable to identify companies that are able to supply Québec goods and services to meet its needs, it shall favour the awarding of a contract referred to in this article to an insurer or contractor with an establishment in Québec, except in special circumstances or for reasons of sound management.

(Modif. Reg. 2021-12)

### CHAPITRE 12 PENALTIES

#### 9.12.1 **Sanctions for officers and employees**

The obligations imposed by this Title form an integral part of any employment contract binding a person to the Town. Any contravention of this Title is subject to disciplinary sanctions modulated according to the principle of the gradation of sanctions and according to the seriousness of the contravention committed by the officer or employee. A contravention of this Title by a director or any other employee may result in suspension without pay or dismissal.

#### 9.12.2 **Penalties for the bidder**

Any bidder who, directly or indirectly, contravenes the obligations imposed on him by this Title or the content of a declaration signed by him pursuant to said Title may have his bid rejected and his name removed from any Town supplier file, established, as the case may be, for the awarding of contracts by mutual agreement, by invitation or by public call for tenders, for a period of up to five (5) years.

#### 9.12.3 **Penalties for the agent, consultant, successful tenderer, supplier or purchaser**

Any agent, consultant, successful bidder, supplier or purchaser who contravenes this Title or the content of a declaration signed by him pursuant to said Title, in addition to any penalty, may have his contract unilaterally terminated and be removed from any Town supplier file constituted, as the case may be, for the awarding of contracts by mutual agreement, by invitation or by public call for tenders, for a period of up to five (5) years.

#### 9.12.4 **Penalties**

No person shall contravene or permit to be contravened any provision of this Title.

Any person who contravenes or allows the contravention of articles , , ,9.3.19.4.29.5.19.6.19.6.2 ,or9.6.3 of the present by-law commits an offence and is liable to a fine of \$1,000 in the case of a natural person and \$2,000 in the case of a legal person, regardless of any other measure that may be taken by the Council.

In the case of a repeat offence, the offender is liable to a fine of \$2,000 in the case of a natural person, and \$4,000 in the case of a legal entity.

In all cases, costs are added to the fine.

## **In case of discrepancy, the French version shall prevail**

If the offence is continuous, this continuity constitutes a separate offence, day by day, and the fine for this offence can be imposed for each day the offence lasts.

### CHAPITRE 13 FINAL PROVISIONS

#### 9.13.1 **Compliance with control and monitoring rules**

The General Manager, in conjunction with the Director of Finance and Treasury, is responsible for ensuring that adequate internal controls are implemented and maintained to ensure the application and compliance of Town employees with this by-law.

#### 9.13.2 **Significant additional expenses**

When an unforeseen situation arises, such as the conclusion of an out-of-court agreement, a climatic incident, a major breakdown or a new collective agreement, the Director of Finance and Treasury must ensure that the required additional credits are available. He may, if necessary, make the appropriate budgetary transfers in agreement with the General Manager, if he has the authority to do so, or the Council, as the case may be.

#### 9.13.3 **Filing of comparative statements**

In accordance with section 105.4 of the *Cities and Towns Act*, the Treasurer (Director of Finance and Treasury) shall table two comparative statements at the last regular Council meeting held at least four weeks prior to the meeting at which the budget for the following fiscal year is to be adopted.

During a general election year within the municipality, the two comparative statements are tabled no later than the last regular meeting held before the council ceases to sit in accordance with section 314.2 of the *Act respecting elections and referendums in municipalities*.

## **TITRE 10 APPLICATION OF LAWS OR REGULATIONS**

### CHAPITRE 1 ISSUING STATEMENTS OF OFFENCE

#### 10.1.1 **Authorized officials and employees**

The Council authorizes the Director or an Inspector of Land Management and Environment, or, if there is an agreement to this effect, the Clerk of the Municipal Court covered by the agreement, to issue statements of offence and to undertake penal proceedings against any contravener provisions :

- 1) the *Cities and Towns Act* (R.S.Q., c. C-19), the Town Charter or a by-law, resolution or ordinance of the Town Council, particularly in matters of traffic, parking or public safety;
- 2) of the *Highway Safety Code* (R.S.Q., c. C-24.2) or a regulation adopted pursuant to this Act;
- 3) any provincial law for which the Town must or may act as prosecutor;
- 4) any municipal by-law adopted pursuant to an enabling statute.

## **In case of discrepancy, the French version shall prevail**

### **10.1.2 Police department**

The Council authorizes any member of the Sûreté du Québec or of a police force serving the Town to issue statements of offence and to institute penal proceedings against any offender of the provisions :

- 1) *of the Cities and Towns Act* (R.S.Q., c. C-19), the Town Charter or a by-law, resolution or ordinance of the Council, particularly in matters of traffic, parking or public safety;
- 2) the *Highway Safety Code* (R.S.Q., c. C-24.2) or a by-law adopted under its authority;
- 3) any provincial law for which the Town must or may act as prosecutor;
- 4) any municipal by-law adopted pursuant to an enabling statute.

### **10.1.3 Fire safety**

The Council authorizes the Director of Public Security and Fire or the Fire Prevention Captain to issue statements of offence and to undertake penal proceedings against any contravener of provisions :

- 1) *of the National Building Code of Canada*;
- 2) *of the National Fire Code of Canada*;
- 3) *of the Quebec Construction Code*;
- 4) *of the Town's general by-laws*;
- 5) any Town by-law enforced by the Direction de la Sécurité publique et Incendie.

### **10.1.4 Inspectors**

The Council authorizes the Director or an Inspector of Land Management and the Environment to issue statements of offence and to undertake penal proceedings against any contravener of the provisions :

- 1) *of the National Building Code of Canada*;
- 2) *of the National Fire Code of Canada*;
- 3) *of the Quebec Construction Code*;
- 4) any Town by-law.

### **10.1.5 Animal control**

Council authorizes any person authorized by an agreement or Town by-law whose purpose is animal control to issue statements of offence and take penal action against any person contravening the provisions of a Town by-law concerning animals or a provincial by-law whose application falls under the Town's jurisdiction.

## **CHAPITRE 2 OTHER APPLICATIONS**

### **10.2.1 Building inspections**

Any Town official or employee, in the exercise of his or her duties, is authorized to visit or examine, at any reasonable time, any movable or immovable property, as well as the interior or exterior of any house, building or edifice whatsoever, in order to ascertain whether the Town's by-laws are being

## **In case of discrepancy, the French version shall prevail**

complied with, to verify any information or to ascertain any fact necessary for the Town to exercise the power to issue a permit, to issue a notice of compliance of an application, to give an authorization or any other form of permission, conferred upon it by law or by-law.

### **10.2.2 Owner or other**

Every owner, lessee or occupant of any movable or immovable property, house, building or structure whatsoever is required to allow any Town official or employee to enter for the purpose of inspection.

## **TITRE 11 PENAL PROVISIONS**

### **CHAPITRE 1 PENALTY**

Any person who contravenes article 10.2.2 of the present by-law commits an offence and is liable to a fine of to \$600 in the case of a natural person or a fine of \$100 to \$1,200 the case of a legal person.

## **TITRE 12 PUBLICATION OF NOTICES**

Subject to the third paragraph of section 345.3 of the *Cities and Towns Act*, this By-Law sets out the terms and conditions for publication of Town public notices. These procedures may differ depending on the type of notice, but this Title provides for publication on the Town's Internet site in all cases.

In accordance with section 573 of the *Cities and Towns Act*, all public tender notices are published using the government-approved electronic tendering system for the application of the Act respecting contracting by public bodies, as well as in a newspaper circulating in the Town's territory or in a publication specializing in the field and sold mainly in Quebec.

### **CHAPITRE 1 TERMS AND CONDITIONS**

#### **12.1.1 Notices subject to**

Any public notice required to be published under any law or regulation governing the Town is subject to the provisions of this Title.

#### **12.1.2 Publication and display**

As of the effective date of this by-law, all public notices are published on the Town's website and posted on the bulletin board located at the entrance to Town Hall. Notwithstanding the foregoing, the Town may, at its discretion, also publish any public notice in any newspaper circulating within its territory.

#### **12.1.3 Precedence**

The method of publication provided for in this Title takes precedence over that prescribed by section 345 of the *Cities and Towns Act* or by any other provision of a general or special law.

# **In case of discrepancy, the French version shall prevail**

## **TITRE 13            MISCELLANEOUS AND FINAL PROVISIONS**

### **CHAPITRE 1            PRECEDENCE, REPEAL AND ENTRY INTO FORCE**

#### **13.1.1      Precedence**

These rules and any specific provisions of these rules take precedence over any other conflicting rules or general provisions contained therein.

#### **13.1.2      Repeal**

This by-law repeals and replaces the contract management policy (resolution 2011-01-006) and its amendments as well as by-laws 569, 349 and 2016-01 and their amendments.

#### **13.1.3      Entry into force**

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

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Richard Burcombe  
Mayor

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M<sup>e</sup> Owen Falquero, B.A, LL.B., J.D.  
Clerk

#### **FOLLOW-UP :**

Notice of motion:	November 5, 2018
Project presentation :	November 5, 2018
Adoption of the by-law :	April 1:2019
Public notice:	April 16, 2019
Publication:	April 16 and 17, 2019
Effective date :	April 17, 2019

# In case of discrepancy, the French version shall prevail

## APPENDIX 1 SURPLUS ASSET DISPOSAL POLICY

1. This policy applies to the following surplus property:
  - movable Town property that is no longer needed, no longer required for one of its services or is obsolete;
  - to a lost, forgotten or abandoned property.
2. For the purposes of this policy, value means market value.

If the General Manager deems it necessary, the property may be appraised by a specialized firm prior to its disposal or sale.
3. The Director of Public Works and Technical Services is responsible for managing the disposal of surplus property in this department. For all other Town departments, the Director of Finance and Treasury is responsible.
4. The Director of Public Works and Technical Services or, as the case may be, the Director of Finance and Treasury, proposes the surplus property to the other Town departments.
5. Surplus property may be disposed of or donated in one of the following ways:
  - 1° Donation to a non-profit organization or educational institution

For property with a value of less than \$1,000, the person responsible for managing the disposal of surplus property may transfer it free of charge to non-profit organizations, educational institutions or school boards doing business on Town territory.
  - 2° Private sale

For an asset with a value of less than \$5000, but more than \$1,000, the person responsible for managing the disposal of surplus property may verify with individuals or legal entities, including non-profit organizations, their interest in purchasing the asset. Interested parties must submit a written offer specifying the asset and the price offered. Each offer will be evaluated by the person responsible for managing the disposal of surplus property, who will submit a written report to the General Manager.
  - 3° Auction sale

Whatever the value of the item, the Town can sell it at auction. This may be held by the person responsible for managing the disposal of surplus property, or by an organization specializing in holding auctions.

In the case of lost, forgotten or abandoned property, it must be sold by bailiff without legal formalities after notice in accordance with section 461 *of the Cities and Towns Act*. In the absence of a bidder, the person responsible for managing the disposal of surplus property may dispose of it in one of the other ways indicated in this policy.

## **In case of discrepancy, the French version shall prevail**

### 4° Waste disposal

The Director of Public Works and Technical Services may destroy dangerous or perishable goods in accordance with environmental regulations.

It may also destroy any surplus property that has not found a buyer by the other means of disposal listed above.

6. The Council may, by simple resolution, depart from any of the provisions of the present policy.

# **In case of discrepancy, the French version shall prevail**

## APPENDIX 2 BUDGET VARIATION POLICY

### **1. Aims and objectives**

The purpose of the *Budget Variation Policy* is to control spending in relation to the budget adopted by the Council.

This policy ensures that directors act in accordance with the budget in the management of their respective . It applies to both financial and investment activities.

This policy determines the circumstances requiring a budget variation and sets out the procedures for its preparation and approval.

Finally, through this policy, the Council ensures that sufficient budgetary appropriations are available at the time an expense is incurred.

### **2. Liability**

Responsibility for applying the *Budget Variation Policy* is entrusted to directors or managers in accordance with the responsibilities assigned to them.

### **3. Budget variation policy**

#### 3.1 Variation

A budget variance must be approved in accordance with this policy before the related expense is incurred.

#### 3.2 Applicant

Any variation that involves exceeding the budget of an activity center must be proposed by the director responsible for that activity center.

For the purposes of this policy, the director responsible is the person to whom spending authority has been delegated under this by-law.

#### 3.3 Order of priority

Any budget variance involving the overspending of an activity center's budget envelope must provide for the appropriation of the necessary credits, and the variance must first take place in compliance with the following field of competence and order of priority:

- 1° in an expense item of an activity center belonging to the same director's activity group; it is then approved by this director, the Director of Finance and Treasury and the General Manager;
- 2° in an expense item belonging to the "General administration", "Other expenses", "Debt servicing" or "Allocation" functions; it is then submitted by the director responsible to the Director of Finance and Treasury and the General Manager for approval;
- 3° in any other revenue item; it is then submitted by the director responsible to the Director of Finance and Treasury and the General Manager for approval;

#### 3.4 Routing

Where applicable, any budget variance involving the overspending of an activity center's budget envelope is forwarded in writing to the Director of

## **In case of discrepancy, the French version shall prevail**

Finance and Treasury, for his or her approval and that of the Managing Director.

The document identifies the budget items requiring additional appropriations, the amounts required, the expense and revenue items from which the transfer of appropriations originates, and the justification for the authorized variation or request for additional appropriations.

### **3.5 Deposit**

If necessary, a budget report including the transfers is sent to Council members for information.

# In case of discrepancy, the French version shall prevail

## APPENDIX 3 BIDDER'S DECLARATION

Name: \_\_\_\_\_

Title: \_\_\_\_\_

I, the undersigned, in submitting tender "**AO** \_\_ - \_\_ - \_\_\_\_\_", in response to the call for tenders issued by Town of Brome Lake, declare the following and certify that these declarations are true and complete in all respects.

I declare on behalf of \_\_\_\_\_ that :

**(Name of the bidder [hereinafter the "bidder"])**

- 1) I have read and understand the contents of this declaration;
- 2) i understand that the attached submission may be disqualified if the statements contained herein are not true or complete in all respects;
- 3) i understand that the contract, if granted, may be cancelled if the statements contained in this declaration are not true or complete in all respects;
- 4) I am authorized by the bidder to sign this declaration and to submit the attached bid on its behalf;
- 5) all persons whose names appear on the attached tender have been authorized by the tenderer to set the terms and conditions therein and to sign the tender on its behalf;
- 6) for the purposes of this declaration and the attached bid, i understand that the word "competitor" means any organization or person other than the present bidder:
  - (a) who has been invited by the call for tenders to submit a bid;
  - (b) who could potentially submit a bid in response to the call for tenders on the basis of their qualifications, skills or experience;

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- 7) the bidder declares (check one of the following statements) :
- (a) that it has prepared this tender without collusion and without having communicated or established any agreement or arrangement with any competitor;
  - (b) that it has prepared this tender after having communicated with or entered into an agreement or arrangement with one or more competitors and that it discloses, in the attached document, all details relating thereto, including the names of the competitors and the reasons for such communications, agreements or arrangements;
- 8) without limiting the generality of the foregoing in article 7(a) or (b), the bidder declares that there has been no communication, agreement or arrangement with any competitor with respect to :
- (a) prices;
  - (b) pricing methods, factors or formulas;
  - (c) the decision to submit or not to submit a bid;
  - (d) submission of a bid that does not meet the tender specifications;
- with the exception of what is specifically disclosed in accordance with article 7(b) above;
- 9) in addition, there has been no communication, agreement or arrangement with any competitor with respect to details relating to the quality, quantity, specifications or delivery of the goods or services covered by this Invitation to Tender, except those specifically authorized by the Town or specifically disclosed in accordance with Section 7(b) above;
- 10) the terms and conditions of the attached bid have not been and will not be intentionally disclosed by the bidder, directly or indirectly, to any competitor prior to the earlier of the time of the official opening of bids or the award of the contract, unless required to do so by law or required to disclose in accordance with paragraph 7(b);

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- 11) The Tenderer declares that, to its knowledge and after serious verification, no attempt to influence, manoeuvre to influence or undue pressure or attempt to obtain information relating to a call for tenders from the selection committee has been made at any time by it, one of its employees, officers, directors or shareholders, in the event that such committee is responsible for studying its tender;
- 12) The bidder declares (check one of the following statements) :
- (a) at no time, in the six (6) months preceding the call for tenders, has he directly or indirectly engaged in influential communications within the meaning of the contract management policy or lobbying activities within the meaning of the *Lobbying Transparency and Ethics Act* (R.S.Q., c. T-11.011) with members of the Council, officers and employees of the Municipality for any reason whatsoever;
- (b) that, in the six (6) months preceding the call for tenders, he has directly or indirectly engaged in influential communications within the meaning of the contract management policy or lobbying activities within the meaning of the *Lobbying Transparency and Ethics Act* (R.S.Q., c. T-11.011) with the following council members, officers and/or employees of the municipality:

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for the following reasons:

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**In case of discrepancy, the French version shall prevail**

13) The bidder declares (check one of the following statements) :

(a) that he is a lobbyist registered in the Lobbyists Registry established pursuant to the *Lobbying Transparency and Ethics Act* (R.S.Q., c. T-11.011), as appears from the evidence attached to this attestation

(b) that he is not a lobbyist registered in the Lobbyists Registry established under the *Lobbying Transparency and Ethics Act* (R.S.Q., c. T-11.011)

14) The bidder declares (check one of the following statements) :

(a) that neither he personally nor any of his directors, shareholders or officers has any family, financial, business or other relationship that could create the appearance of a conflict of interest, directly or indirectly, with any member(s) of the Council, officer(s) or employee(s) of the Town;

(b) that he or she personally or through his or her directors, shareholders or officers has any family, financial or other relationship that may create the appearance of a conflict of interest, directly or indirectly, with the following Town council members, officers and/or employees:

Names	Nature of relationship or interest
_____	_____
_____	_____
_____	_____

15) The bidder declares that it, its subcontractors, subsidiaries or affiliates will not, at any time during a period of one (1) year following the end of the contract awarded, retain the services of any Town employee or officer who participated in the preparation of the call for tenders, subject to the provisions of section 8 of the Town's contract management policy.

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- 16) I declare that neither I, nor any of the subcontractors associated with the implementation of this tender, have been convicted, within the last five (5) years, of an offence involving collusion, fraudulent manoeuvres or other acts of a similar nature in connection with a call for tenders or a contract, nor have I been convicted of an offence under *the Act to provide for certain measures to combat crime in the construction industry* (S.Q., 2009, c. 57) and the *Competition Act* (R.S.C., 1985, c. C-34).

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**(Print name of person authorized by bidder)**

**Signature:** \_\_\_\_\_

\_\_\_\_\_ **(Date)**

**In case of discrepancy, the French version shall prevail**

APPENDIX 4  
DECLARATION OF INTEREST BY AN EMPLOYEE  
AND AN OFFICER OF THE TOWN

I have family ties, pecuniary interests or business ties with the following legal persons, companies or businesses that are suppliers or bidders to the Town as part of the call for tenders or awarding of the contract: *(insert number and name of call for tenders or contract)* **AO** \_\_ - \_\_ " \_\_\_\_\_ ".

**Signature:** \_\_\_\_\_  
\_\_\_\_\_  
(Date)

**Sworn before me at** \_\_\_\_\_  
**this** \_\_\_\_<sup>(th)</sup> **day of** \_\_\_\_\_ **20**\_\_

\_\_\_\_\_  
**Commissioner of Oaths for Quebec**

**OR**

Filed with \_\_\_\_\_  
(Witness)

# In case of discrepancy, the French version shall prevail

## APPENDIX 5 DECLARATION BY SELECTION COMMITTEE MEMBER AND COMMITTEE SECRETARY

I, the undersigned, \_\_\_\_\_, member of the selection committee [or committee secretary], duly appointed to this position by the Town's General Manager [or by the Town's Council in the case of committee secretary] for: *(insert number and name of call for tenders or contract)* : **AO** \_\_- \_\_ " \_\_\_\_\_ ",

in order to proceed with the qualitative evaluation of bids in connection with the above-mentioned call for tenders (hereinafter the "Call for Tenders"):

*[In the case of the secretary, enter "to assist the selection committee in the performance of its duties"]:*

declares the following and certifies that these declarations are true and complete in all respects.

- 1) I have read and understand the contents of this declaration;
- 2) I undertake, in the exercise of the office entrusted to me, to judge the bids submitted by the tenderers without partiality, favour or consideration, in accordance with ethical standards; *[for committee members only]*.
- 3) I also undertake to conduct an individual quality analysis of each compliant bid received, prior to evaluation by the selection committee; *[for committee members only]*.
- 4) I undertake not to divulge in any way the authority entrusted to me by the Town and to maintain the secrecy of the committee's deliberations;
- 5) I declare that I will take all appropriate precautions to avoid placing myself in a potential conflict of interest situation and that I have no direct or indirect interest in the call for tenders, failing which I formally undertake to declare my interest.

\_\_\_\_\_  
(Name and position of person making declaration)

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Sworn before me at** \_\_\_\_\_

**this** \_\_\_\_<sup>(th)</sup> **day of** \_\_\_\_\_ **20**\_\_

\_\_\_\_\_  
**Commissioner of Oaths for Quebec**

**OR**

Filed with \_\_\_\_\_  
(Witness)