

**SUMMER VILLAGES OF LAC STE. ANNE COUNTY EAST  
AGENDA  
HOST VILLAGE – SUNRISE BEACH  
Saturday, October 28<sup>th</sup>, 2023 at 9:00 a.m.**

**Onoway Heritage Centre  
4708 Lac Ste. Anne Trail (North) Onoway, Alberta – Room 3**

**Join Zoom Meeting**  
<https://us06web.zoom.us/j/89960126280?pwd=MRiJIQts9HsMbTQB69q58Qvxanr9aq.1>

**Meeting ID: 899 6012 6280  
Passcode: 580419**

**CALL TO ORDER:**

**Introductions**

**Land Acknowledgement:**

The Summer Village of Sunrise Beach acknowledges that we are on Treaty 6 territory, the ancestral and traditional territory of the Cree, Dene, Blackfoot, Saulteau, Nakota Sioux, as well and the Metis. We acknowledge the many First Nations, Metis and Inuit peoples whose footsteps have marked these lands for generations.

**History Of Host Village:**

Presented by Summer Village of Sunrise Beach Council

1. **Adopt Agenda** – October 28<sup>th</sup>, 2023 Regular Meeting Agenda
2. **Shane Getson, MLA Lac Ste. Anne Parkland (suspend agenda on arrival)**
- (1-3) 3. **Approval of Minutes** – June 10<sup>th</sup>, 2023 Regular Meeting Minutes
- (4-10) 4. **SVLSACE Financial Report** (May 1<sup>st</sup>, 2023 through August 31<sup>st</sup>, 2023)
5. **Committee Updates:**
  - a. Highway 43 East Waste Commission (H43 East)
  - b. Lac Ste. Anne Seniors Foundation (LSA Foundation)
  - c. Lac Ste. Anne East End Bus Society (EEB Society)
  - (11-12) - d. WILD Water Commission (WILD)
  - e. Water Quality and Watershed Reports (LILSA/NSWA)
  - f. Summer Village Emergency Management (SVREMP)
  - g. Regionalization Committee (Regionalization)

- h. Association of Summer Villages of Alberta (ASVA)
- i. Ste. Anne Regional Municipalities (SARM)
- j. Alberta Municipalities (AB Munis)

(13)

**6. SVLSACE Organizational Meeting 2023-2024:**

- a. **Confirmation of Chairperson (Bernie Poulin)**
- b. **Confirmation of Vice Chairperson (Ren Giesbrecht)**
- c. **Confirmation of Ad Hoc and External Committee Appointments:**
  - i. SV Regional Emergency Management (SVREMP Chair)
  - ii. Association of Summer Villages of Alberta (ASVA Rep)
  - iii. Ste. Anne Regional Municipalities (SVLSACE Chair and Vice Chair)
  - iv. AB Munis (AB Munis Reps)
- d. **Election of Standing Committees Representatives**
  - i. Highway 43 East Waste (two reps and one alternate required)
  - ii. Lac Ste. Anne Seniors Foundation (two reps, no alternate required)
  - iii. Lac Ste. Anne East End Bus (one rep and one alternate)
  - iv. WILD Water Commission (two reps and one alternative required)
  - v. Water Quality/Watershed Reports (one rep and one alternate required)

Nominations will be taken for the standing committee representatives, which are all one year terms of office. Current representatives can stand for nomination for the new term. If more nominations are received than vacancies for office exist, we will hold an election by secret ballot with rep positions going to those with the highest votes, and the next highest ranking vote count being appointed alternate.

- e. **Banking and Signing Authority**

That the SVLSACE confirms ATB Financial (Onoway Branch) as their financial institution, and that the Chair and Vice-Chair, Administration and removal of previous signing authorities (if required); requirement of two signatures on financial instruments (including cheques) – one being either Chair or Vice-Chair and one being Administration.
- f. **Confirmation of Administration**

Confirm Wildwillow Enterprises Inc. as Administration Services provider for SVLSACE, with Dwight Moskalyk as appointed Administrator.
- g. **Meeting Fees and Remuneration**

Confirm that the meeting fees and remuneration for SVLSACE, as outlined on Schedule A of the Operating Guidelines, be confirmed as:

\$75 – Meeting 3 hours or less

\$150 – Meeting over 3 hours  
\$25/hour – for conference calls  
\$0.60/km – meeting travel reimbursement

**Recess 10:00am – 10:15am**

## 7. Appointments and Presentations:

- a) **10:15am – Connect Mobility - Merle Isaacson** – Discussion on Process, Funding, and Next Steps for any interested municipalities to partner with Connect Mobility on enhancing internet coverage in the community.

(14-18)

- i. **Merle has been out to most, if not all, of our communities this fall. He has recommendations on what type of project is feasible, and has options on how the structure the funding application and business model. For any parties interested in participating our next step will be to get some baseline community data on existing (promised and delivered) download and upload speeds from regional market providers (this involves reaching out to market providers – to get the promised service level – and having at least 20% of the partner community populations to record and provide a sample of their delivered service range.**

- b) **10:45am – Mike Pashak – President Association of Summer Villages of Alberta, Vice Chair ABmunis Small Community Committee** – To discuss status of the MSI-LGFF Transition and funding level negotiations to-date.

(19-23)

- i. **Mike has been a strong advocate for Summer Villages and small communities in general, at both ASVA and ABmunis. He has been asked to attend the meeting today to give our membership a status update on the transition between MSI and LGFF funding mechanisms, and discuss the history of the LGFF negotiations, positions of the respective stakeholders and current proposals for a workable funding model.**

**I have attached a summary of the major developments on this file as reported on the ABmunis website.**

- c) **11:15am (tentative) – Federation of Canadian Municipalities – President Scott Pearce** – To discuss the benefits of an Eco-Loan program and using same to help bridge the gap between regional infrastructure projects and local service delivery mechanisms in small communities.

(24-39)

- i. **Scott has championed the creation and use of an Eco-Loan mechanism in Quebec, and in other provinces as well I believe. This has allowed municipalities to participate in some major multi-generational investment projects without straining traditional funding streams (higher taxes, using capital grant funds, or using standard operating debt limits). It is an interesting concept that could be a viable way for smaller communities in Alberta to get practical use out of their investment in regional projects by funding the link between the regional assets and local assets.**

**Pending member discussion on this matter, I recommended action would be to have the SVLSACE send a letter to the Province and our peer associations (ASVA, ABmunis, etc.) to advocate for the creation of such a program.**

8. **Emergency Management Discussions** – to be introduced by Vice Chair Giesbrecht, and the SVREMP team, for discussion on the status of the SVREMP partnership (new members, withdrawal of members, upcoming projects/training, etc.), and also discuss the SVREMP partnership service delivery method in comparison to the proposal from Lac Ste. Anne County in their municipal service package offering.

9. Other:

10. Other:

11. **Lac Ste. Anne County (Open Invitation for Attendance, Discussion on Topics of Mutual Interest):**

12. **Thank-you to host Sunrise Beach**

13. **Next meeting date: Sat. February 3<sup>rd</sup>, 10<sup>th</sup>, or 24<sup>th</sup>, 2024**  
(host Sunset Point)

14. **Adjournment**

**MINUTES OF THE SUMMER VILLAGES OF LAC STE. ANNE COUNTY EAST  
REGULAR MEETING HELD ON SATURDAY JUNE 10<sup>th</sup>, 2023 AT 9:00 A.M. HOSTED  
BY THE SUMMER VILLAGE OF SOUTH VIEW AT DARWELL FIRE HALL**

Attendance

Bernie Poulin	Mayor	Silver Sands (Chair)
Angela Duncan	V.P.	AB Munis
Sandi Benford	Mayor	South View
Graeme Horne	Councillor	Silver Sands
Gwen Jones	Mayor	Sunset Point
Riley Ekins	Deputy Mayor	Sunset Point
Marlene Walsh	CAO	Val Quentin
Don Bauer	Mayor	Yellowstone
John Hellings	Councillor	Sandy Beach
Harry Kassian	Councillor	Nakamun Park
Liz Turnbull	Deputy Mayor	Silver Sands
Brian Johnson	Deputy Mayor	South View
James Woslyng	Councillor	South View
Keith Pederson	Deputy Mayor	Nakamun Park
Keir Packer	Councillor	Sunset Point
Lolita Chadd	Deputy Mayor	Ross Haven
Kathy Dion	Deputy Mayor	Val Quentin
Ren Giesbrecht	Mayor	West Cove (Vice Chair)
George Vaughan	Councillor	Lac Ste. Anne County
Joe Blakeman	Reeve	Lac Ste. Anne County
Lorne Olsvik	Councillor	Lac Ste. Anne County
Dwight Moskalyk	Administrator/CAO	SVLSACE/Naka. Park
Marge Hanssen	Mayor	Nakamun Park
Breagh Otway	Stantec Consulting	Regional Waste Water
Sam Fritz	Stantec Consulting	Regional Waste Water
Roger Montpellier	Councillor	Val Quentin

Call to Order: Chairman Poulin called the meeting to order at 9:09 a.m.

Land Acknowledgement: Chairman Poulin shared the land acknowledgement for Treaty 6 territory and ancestral lands.

Host Municipality History and Background: Mayor Turnbull of Sandi Benford shared a history and background of South View, as host municipality.

(9) Adopt Agenda:

Motion #13-23 (Agenda): Roger Montpellier – that the agenda for the June 10<sup>th</sup>, 2023 regular meeting be approved as presented.

Carried.

(2) N/A



**MINUTES OF THE SUMMER VILLAGES OF LAC STE. ANNE COUNTY EAST  
REGULAR MEETING HELD ON SATURDAY JUNE 10<sup>th</sup>, 2023 AT 9:00 A.M. HOSTED  
BY THE SUMMER VILLAGE OF SOUTH VIEW AT DARWELL FIRE HALL**

(3) Minutes:

Motion #14-23  
(Minutes)                      Sandi Benford – that the minutes of the February 25<sup>th</sup>, 2023 Regular Meeting be approved as presented.

**Carried.**

(4) Financial Update:

Motion #15-23  
(Financial Reports)              Ren Giesbrecht – that the financial report for January 1<sup>st</sup>, 2023 through April 30<sup>th</sup>, 2023 be accepted for information as presented.

**Carried.**

(5) Committee Reports:

Motion #16-23  
(Committee Reports)              Liz Turnbull – that the committee reports for Highway 43 East Waste Commission, Lac Ste. Anne Seniors Foundation, Lac Ste. Anne East End Bus Society, WILD Water, LILSA/ALUS, Summer Village Emergency Management Committee, Regionalization Committee, Association of Summer Villages of Alberta, Ste. Anne Regional Municipalities, and the Alberta Urban Municipalities Association updates be accepted for information as written and verbally presented.

**Carried.**

(6) Regional Waste Water Conceptual Overview Presentation:

Motion #17-23  
(Regional Waste Water Conceptual Design)              Sandi Benford – that the presentation by Breagh Otway and Sam Fritz of Stantec Consulting Ltd. regarding the conceptual design and overview of a proposed Regional Waste Water Collection and Transmission system, be accepted as information.

**Carried.**

Breagh Otway and Sam Fritz Exited the Meeting 10:15am

Recess – 10:15 am to 10:25am

Recess 10:15-10:25am

(7) Item Arising, From Reports – Common Fire Ban Policy Discussion:

Motion #18-23  
(Matter Arising- Fire Ban Policy Discussion)              Liz Turnbull – that the SVLSACE recommends to all members that they update their respective Fire Ban Policies to include provisions such that the fire ban status of regional partners, specifically Lac Ste. Anne County, is listed as a trigger for implementing a fire restriction, or ban, so that a more consistent and common approach is adhered to regionally.

**Carried.**

**MINUTES OF THE SUMMER VILLAGES OF LAC STE. ANNE COUNTY EAST  
REGULAR MEETING HELD ON SATURDAY JUNE 10<sup>th</sup>, 2023 AT 9:00 A.M. HOSTED  
BY THE SUMMER VILLAGE OF SOUTH VIEW AT DARWELL FIRE HALL**

(8) East End Bus Society – Partnership Agreement Discussion:

Motion #19-23  
(EEB Society  
Partnership  
Framework)

Gwen Jones – that SVLSACE accepts this discussion on the East End Bus Society and the pending renegotiation of partnership agreements and funding/service models (including a recommendation to borrow concepts from the Edson Seniors’ Bus Model) for information.

**Carried.**

(9) ASVA Conference 2023:

Motion #20-23  
(ASVA Conference  
2023)

Roger Montpellier – that SVLSACE accepts the discussion on the ASVA Conference 2023 as information, as presented.

**Carried.**

(10) Lac Ste. Anne County Discussions:

Motion #21-23  
(LSAC Update)

Marge Hanssen – that the SVLSACE accept this discussion with Lac Ste. Anne County, as presented by Reeve Blakeman, and Councillors Olsvik and Vaughn, for information.

(11) Next Meeting Date:

Motion #22-23  
(Next Meeting Date)

Ren Giesbrecht – that the next SVLSACE Regular Meeting be scheduled for Saturday October 28<sup>th</sup>, 2023 hosted by the Summer Village of Sunrise Beach.

**Carried.**

(12) Adjournment:

Adjournment

All matters being addressed Chairman Poulin adjourned the meeting at 11:20 a.m.

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Administration

**SVLSACE 2023 FINANCIAL REPORT**

PRESENTED for the October 28<sup>th</sup>, 2023, 2023 MEETING

TRANSACTIONS SHOWN ACCOUNT FOR ACTIVITY FROM May 1st, 2023 to August 31st, 2023

Note: the account is fully reimbursed for standard monthly maintenance and service fees – those items are not shown on this report to save space but are found on the attached statements.

DATE	REFERENCE	REVENUE	EXPENSE
	OPENING BALANCE		
May.1, 2023	Opening Balance	\$22,403.91	
	PAYMENTS RECEIVED		
May 2 <sup>nd</sup> , 2023	Membership Dues	\$15,986.84	
May 31 <sup>st</sup> , 2023	Interest	\$154.41	
June 30 <sup>th</sup> , 2023	Interest	\$156.41	
July 24 <sup>th</sup> , 2024	Membership Dues	\$350.17	
July 31 <sup>st</sup> , 2023	Interest	\$157.63	
August 31 <sup>st</sup> , 2023	Interest	\$149.22	
August 31, 2023	TOTAL INCOME	\$39,358.59	
	PAYMENTS SENT		
June 27 <sup>th</sup> , 2023	Chq. 187 – Wildwillow Ent.		\$3,124.80
August 17 <sup>th</sup> , 2023	Chq. 188 Munisight Ltd.		\$5,565.00
August 25 <sup>th</sup> , 2023	Chq. 189 Kronprinz		\$1,071.00
August 31, 2023	TOTAL EXPENSES		\$9,760.80
		\$39,358.59	\$9,760.80
August 31, 2023	CLOSING BALANCE	\$29,597.79	

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Statement date May 31, 2023

Transit number 08989-219

Customer number 0000069094

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[REDACTED]  
SUMMER VILLAGES OF LAC STE ANNE  
EAST  
Box 8  
Alberta Beach AB T0E 0A0

### Your ATB Financial Branch

08989 Onoway Branch

4910 50 St

Onoway AB

T0E 1V0

If you have any questions, contact us at  
1 800 332-8383 or visit us at  
[www.atb.com](http://www.atb.com)

### A summary of Deposit Account MUSH Operating Account

Your balance forward on Apr 30, 2023		\$22,403.91
Debits to your account (0 Items)	-	\$0.00
Credits to your account (2 Items)	+	\$16,141.25
Your closing balance on May 31, 2023	=	\$38,545.16

### Details of your account transactions

Date	Description	Debits to your account (\$)	Credits to your account (\$)	Balance (\$)
Apr 30	Balance forward			\$22,403.91
May 2	Deposit Cheque		\$15,986.84 ✓	38,390.75
May 31	Interest Payment		\$154.11 ✓	38,545.16
May 31	Closing balance			\$38,545.16

Find an error? Give us a call or drop by a branch. We'll take care of it.

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Statement date June 30, 2023  
 Transit number 08989-219  
 Customer number 0000069094  
 Cheque images 1  
 Page number 1 of 3

SUMMER VILLAGES OF LAC STE ANNE  
 EAST  
 Box 8  
 Alberta Beach AB T0E 0A0

**Your ATB Financial Branch**  
 08989 Onoway Branch  
 4910 50 St  
 Onoway AB  
 T0E 1V0

If you have any questions, contact us at  
 1 800 332-8383 or visit us at  
[www.atb.com](http://www.atb.com)

### A summary of Deposit Account MUSH Operating Account

Your balance forward on May 31, 2023		\$38,545.16
Debits to your account (1 item)	-	\$3,124.80
Credits to your account (1 item)	+	\$156.41
Your closing balance on Jun 30, 2023	=	\$35,576.77

### Details of your account transactions

Date	Description	Debits to your account (\$)	Credits to your account (\$)	Balance (\$)
May 31	Balance forward			\$38,545.16
Jun 27	Cheque #C00000000187	\$3,124.80 ✓		35,420.36
Jun 30	Interest Payment		\$156.41 ✓	35,576.77
Jun 30	Closing balance			\$35,576.77

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Statement date June 30, 2023

Transit number 08989-219

Customer number 0000069094

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\$3,124.80

SUMMIT VILLAGES OF LAC SIE ANNE EAST 0107 ALBERTA 0142-178, 184, 243		DATE 2 0 2 3 0 6 0 9
PAY TO: <u>Widdowson Enterprises Inc.</u>		\$ 3,124.80
<u>Wm. Stewart and family</u>	TO ORDER OF	
ATB Financial		
<u>Widdowson, Lorne</u>	<input type="checkbox"/>	<u>J. Widdowson</u>

⑦



SUMMER VILLAGES OF LAC STE ANNE  
 EAST  
 Box 8  
 Alberta Beach AB T0E 0A0

**Your ATB Financial Branch**  
 08989 Onoway Branch  
 4910 50 St  
 Onoway AB  
 T0E 1V0

If you have any questions, contact us at  
 1 800 332-8383 or visit us at  
[www.atb.com](http://www.atb.com)

### A summary of Deposit Account MUSH Operating Account

Your balance forward on Jun 30, 2023		\$35,576.77
Debits to your account (0 Items)	-	\$0.00
Credits to your account (2 Items)	+	\$507.80
<b>Your closing balance on Jul 31, 2023</b>	<b>=</b>	<b>\$36,084.57</b>

### Details of your account transactions

Date	Description	Debits to your account (\$)	Credits to your account (\$)	Balance (\$)
Jun 30	Balance forward			\$35,576.77
Jul 24	Deposit Cheque		\$350.17 ✓	35,926.94
Jul 31	Interest Payment		\$157.63 ✓	36,084.57
Jul 31	Closing balance			\$36,084.57

Find an error? Give us a call or drop by a branch. We'll take care of it.

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Statement date August 31, 2023  
 Transit number 08989-219  
 Customer number 0000069094  
 Cheque images 2  
 Page number 1 of 3

SUMMER VILLAGES OF LAC STE ANNE  
 EAST  
 Box 8  
 Alberta Beach AB T0E 0A0

### Your ATB Financial Branch

08989 Onoway Branch  
 4910 50 St  
 Onoway AB  
 T0E 1V0

If you have any questions, contact us at  
 1 800 332-8383 or visit us at  
[www.atb.com](http://www.atb.com)

### A summary of Deposit Account MUSH Operating Account

Your balance forward on Jul 31, 2023		\$36,084.57
Debits to your account (2 Items)	-	\$6,636.00
Credits to your account (1 Item)	+	\$149.22
<b>Your closing balance on Aug 31, 2023</b>	<b>=</b>	<b>\$29,597.79</b>

### Details of your account transactions

Date	Description	Debits to your account (\$)	Credits to your account (\$)	Balance (\$)
Jul 31	Balance forward			\$36,084.57
Aug 17	Cheque #000000000188	\$5,565.00 ✓		30,519.57
Aug 25	Cheque #000000000189	\$1,071.00 ✓		29,448.57
Aug 31	Interest Payment		\$149.22	29,597.79
Aug 31	Closing balance			\$29,597.79

Find an error? Give us a call or drop by a branch. We'll take care of it.

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## Deposit Account Statement

Statement date August 31, 2023  
Transit number 08989-219  
Customer number 0000069094  
Page number 3 of 3

\$5,565.00

SUMMER VILLAGES OF LAG STE ALME EAST 0188  
ALBERTA (CANADA) T1E 1A4 DATE 2 0 2 3 0 6 1 4

PAY TO THE ORDER OF *Munsight Ltd.* \$ 5,565.00  
*Five thousand five hundred sixty five and 00/100 DOLLARS*

ATB Financial  
11111 4378335

\$1,071.00

SUMMER VILLAGES OF LAG STE ALME EAST 0189  
ALBERTA (CANADA) T1E 1A4 DATE 2 0 2 3 0 8 2 4

PAY TO THE ORDER OF *Humming Birdies Consulting Inc.* \$ 1071.00  
*one thousand and seventy one and 00/100 DOLLARS*

ATB Financial  
11111 403 1158 1111111111



WILD Water Commission

SVLSACE Representatives Update for October 28<sup>th</sup>, 2023 Meeting

WILD last held a meeting at our AGM in April, with the balance of the summer of 2023 until recently focused on commissioning new services (Phase III and Phase IV) and integrating the four phases into one connected system.

Among the list of administrative and operating tasks at the forefront over the last few months:

- 1) Completing the commissioning of the last open contracts – both Entwistle and Rich Valley.
- 2) Refinement of the SCADA system to allow for more efficient communications between all commission assets/truck fills/boosters, etc. and cutting down on inefficient operations calls and false alarms.
- 3) Working on member connections, agreement and water sale agreements for new connections and services as they arise.
- 4) Final accounting reports to Alberta Transportation have been submitted (awaiting final payment on the grant, but expecting same before the end of the year).
- 5) Continue to work with prospective new members for their buy-in and options for service delivery (Alexander Nation, Silver Sands, and South View).
- 6) Preliminary discussions will be had at our next meeting on the feasibility of offering a discounted water rate to members in the case of emergency responses (when a SOLE is declared), and we will advise members if/when such a rate is approved and how/when it applies.

- 7) Draft budget 2024, which will be reviewed at our November meetings, with the aim of approval before November 30<sup>th</sup> so that members have their requisition and rate figures ahead of the 2024 budget cycle. Current drafts do provide for a further planned reduction in member administration cost dues, but the exact breakout has not yet been approved by the Board.
- 8) Business Plan revisions have been initiated and are expected to be approved before the 2024 fiscal year. These changes clean up some of the "unknowns" or estimates used in prior plans, and also incorporate the Phase V conceptual design into the long range fiscal plans.
- 9) Conceptual Design of Phase V has been administratively drafted, and will be reviewed by the Board at their next meeting. Once a project scope is approved this will be used to make the application for WFL grant funding.

The Board's next meeting is scheduled for November 3<sup>rd</sup>, 2023 with a follow-up meeting expected in late November to approve any outstanding year end and planning matters. The Board will also likely host, subject to Board confirmation, an all-members governance and strategic planning roundtable in December 2023, or early in the new year and we will advise of if/when that will take place in due course.







Your partner to bring internet services to rural and remote communities

### How can we get internet services to my community?

The COVID-19 pandemic has highlighted the crucial importance of reliable internet access. As lockdowns and social distancing measures were implemented, the internet became essential for remote work, online education, communication, and accessing vital information. However, the pandemic also exposed the existing digital divide, with underserved communities facing significant challenges. This has emphasized the urgent need to bridge the digital divide, invest in robust internet infrastructure, and ensure equitable access to internet services for all individuals and communities.

The COVID-19 crisis has demonstrated the critical role of the internet in daily life. It has highlighted the necessity of equitable access to internet services, as underserved communities faced significant challenges during the pandemic. This has prompted efforts to improve internet infrastructure and expand coverage to ensure equal opportunities for education, healthcare, employment, and social interaction.

### Fixed Wireless or Fiber to the Home Partnership

**Connect** has partnered with FortisAlberta and Cambium Networks to deliver a fixed wireless solution that ensures every resident meets the mandated CRTC minimum of 50 Mbps download and 10 Mbps upload to every home.

**Connect** provides fiber-to-the-home (FTTH) anywhere in Alberta using utility poles to lower the build cost.

### The Alberta Broadband Fund (ABF) Intake 2

One of the key programs **Connect** is involved in is the Alberta Broadband Fund (ABF), which aims to enhance internet connectivity in Alberta communities. This program follows the guidelines of the original federal Universal Broadband Fund (UBF). Completing this application can be challenging and to support communities, **Connect** completes the ABF applications and manages the entire bid process. It is our understanding that there will be an additional Intake 2 which would start in 2024.

The second intake focuses on households that remain underserved in the province, and do not anticipate benefiting from broadband projects funded by other federal and provincial programs. Details about this intake, including eligibility and how to apply, will be shared on the Government of Alberta website <https://www.alberta.ca/alberta-broadband-fund.aspx>.

### The Benefit of partnering with Connect

**Connect** is passionate about partnering with rural communities to access strong internet services for their business and residents.

- **ABF covers 75% of the cost leaving the community to find the remaining 25%. Connect will pay the 25% of the cost.** For example: The cost of a fixed wireless system on the FortisAlberta poles with 500 - 1,000 dwellings are approximately \$1.5 million. The ABF 75% covers the \$1.125 million and **Connect** pays 25% or \$375K.
- **Connect has been successful in completing applications and will provide a list of community references.**
- **Expertise of Connect to support the project and ongoing internet service:** **Connect** will own and operate the network. **Connect** ensures that residents have access to reliable and affordable internet service.



**Connect** manages all aspects of the service including billing, installation, scheduling, software, and network engineering.

- **We Hire and Train Locally:** **Connect** is dedicated to supporting towns and communities by hiring local people. This approach helps to ensure that the network is well-maintained and supported by someone with knowledge of the local community, resulting in better service for the residents. **Connect** trains and supports the local I.T. person on every call.
- **Revenue Sharing.** **Connect** seeks a partnership with the communities to ensure successful project implementation. **Connect** provides a franchise fee to the community based on a percentage of gross revenues. This percentage is based on the community's involvement and will be discussed further in person.

#### Municipal Cost for the Project

**Connect** request every community to help with the cost of the antenna and installation for the homes and businesses. Approximate cost is \$650/home/business. This is **not mandatory** but a great way to get everyone involved and support every resident. This program can be designed in many ways from partially covering the cost, cover 100%, or a monthly rental fee coming back to the town. We budget based on 50% of the residents signing up and 3-5 years to get to 50% of people on the network.

#### Do Not Qualify for the ABF?

If a community does not qualify for ABF funding, **Connect** offers to cover 75% of the cost of building internet infrastructure within the FortisAlberta service area. The community is responsible for the remaining 25% of the building cost and **Connect** will install the internet service on existing FortisAlberta poles.

#### Installation Timelines

Installation timelines vary depending on the chosen technology. Fixed wireless networks on FortisAlberta poles can be deployed within 30 days after ABF approval. Fortis schedule will vary with the time of the year and their schedule. Fiber to the home services require a minimum of one year to access fiber and complete engineering and design.

#### About Us

**Connect Mobility Inc** is a Calgary-based ISP that specializes in improving internet connectivity in rural Alberta communities. The company has extensive experience in the Alberta market, with senior management boasting over 30 years of industry experience in wireless deployments. **Connect** was awarded the Village of Standard, Town of Rainbow lake, Town of Sedgewick, and the Kananaskis Improvement District.

#### How do I get started and talk to Connect Mobility

Contact **Connect** at the email address provided below. We will work with the community to send out a survey to residents. **Connect** will complete a network design and provide the pricing breakdown for the ABF. **Connect** will complete the ABF applications and manage the fiber and utility development.

Email Address: [josh@connectmobility.ca](mailto:josh@connectmobility.ca) Cell: 587-577-0441

[merle.isaacson@connectmobility.ca](mailto:merle.isaacson@connectmobility.ca) Cell: 403-540-0000



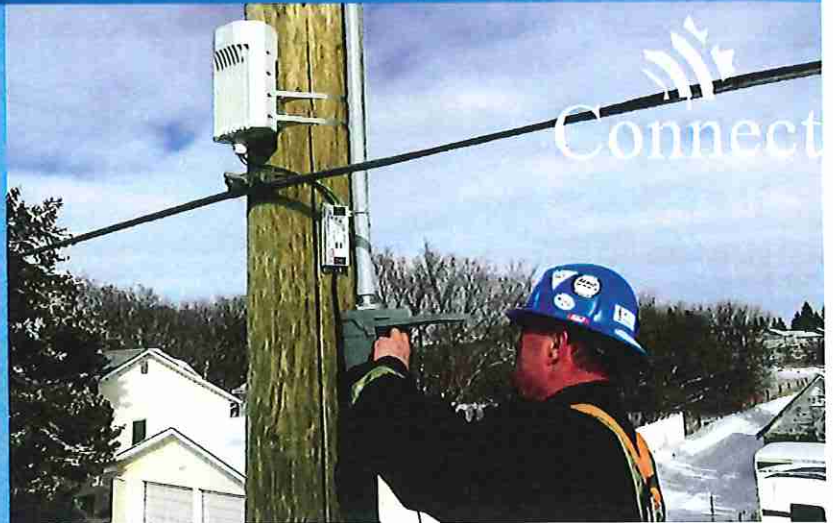
mbsiWAV

## The Village of Standard - Gig Speed in 21 Days



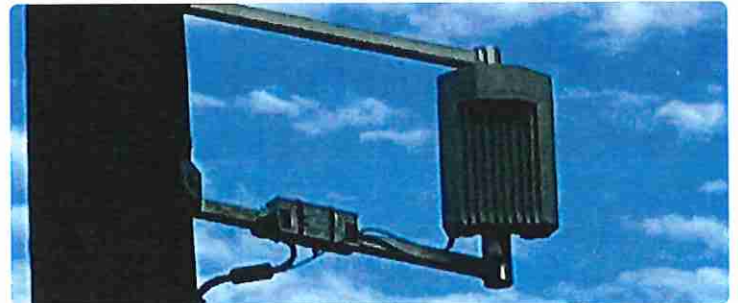
“The internet speeds our residents and businesses are receiving meet their current needs, and larger data plans are available if required. Our community is thrilled to have access to a network that will serve them for years.”

YVETTE APRIL  
CAO  
VILLAGE OF STANDARD



### Overview

**SMALL TOWNS AND VILLAGES CAN'T WAIT FOR FIBER.** The Village of Standard in Alberta, Canada and Connect Mobility, Inc. (Connect) created a unique partnership to connect its 376 residents in 190 homes and businesses. This high-speed internet project using 60 GHz cnWave technology from Cambium Networks proves that fixed wireless can reliably and efficiently extend the fiber core to deliver gigabit speeds to business and residential locations.



### The Challenge

**OVER THE YEARS**, the Village of Standard had received many promises regarding internet speeds. Each time, they ended up with subpar services. Some residents in the center of the village received great service while others on the outer edges of the Village received poor service. Previously, one provider offered 25 Mbps to Standard – on a good day. But when everyone was online, it lowered to 6 Mbps in the downlink and 3 Mbps in the uplink. Additionally, residents waited up to two weeks to get a provider out to repair their system.

The village, which has one full-time staff member at its village office and one staff member for village operations, was not equipped to manage a complex network. Standard needed to bring in an outside group to help operate and maintain the network. While a fiber-to-the-home network would certainly deliver the bandwidth needs of the village, the cost and time required to deploy fiber was simply not a viable solution.

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## The Solution

**STANDARD CALLED ON CONNECT MOBILITY**, an Internet Service Provider, to install, operate and maintain the network. The Village of Standard and Connect partnered to deploy Cambium Networks' 60 GHz cnWave distributed broadband mesh platform throughout the village. The mesh network provides fiber-like speed to residents throughout the village, and the network was deployed in a fraction of the time and a fraction of the cost compared to fiber. Through the Connect/Standard partnership, along with coordination with the local electric power utility company FortisAlberta, the team utilized select power poles for attaching cnWave V5000 distribution nodes (DN) throughout the village. The V5000 DNs utilize millimeter wave (mmWave) technology to interconnect each DN with neighboring DNs to create a resilient and redundant wireless mesh. The distributed mesh DNs also wirelessly connect to subscriber homes and businesses via compact cnWave V1000 client nodes (CN) mounted on rooftops and walls.

In addition to the gigabit wireless mesh network around the village's core, Standard wished to also provide internet service to approximately 20 farms and acreages farther away on the village outskirts. Connect deployed Cambium Networks' ePMP 3000 point-to-multipoint fixed wireless solution to a 60-foot tower near the center of the village to enable high-speed connectivity for the families outside of Standard.

The Village of Standard's leadership team also wished to provide Wi-Fi service in the local campground. With the village's wireless mesh infrastructure already in place, it was a simple matter to deploy a Cambium Networks e700 outdoor Wi-Fi hotspot in the campground, with its internet connection also provided by the 60 GHz cnWave mesh network. Campers in Standard can now enjoy high-speed internet with various day-use billing packages.

Cambium Networks' Canada regional distributor MBSI WAV also played an important role in the project. Along with engineers from Cambium Networks, MBSI WAV provided guidance, training and design assistance to help get the project rolling. Connect started installation work the day after the onsite training. The project team utilized Cambium Networks' wireless network planning tool, LINKPlanner, to create the initial network design.

FortisAlberta was very supportive of the project and assisted the Village and Connect through every project step. Connect worked closely with the utility provider to create the design, walk through the village to select the poles and develop the network design.

"Fast deployment of 60 GHz cnWave has extended the village's fiber core to connect every business and resident. Adding the ePMP 3000 Wide Area Network was an excellent choice to support local families living on acreages and farms. Its proven architecture made it a great choice for Standard, Alberta."

Merle Isaacson  
Owner/Operator  
Connect Mobility Inc



"At FortisAlberta, we are always looking for new ways to support innovation. By using our existing pole infrastructure, we can help third-party Internet Service Providers like Connect Mobility to deliver connectivity to rural Alberta. We are pleased to be a part of this essential service solution and in turn, a part of economic growth in the province."

Jennifer Walsh  
Director, Emerging Customer Solutions  
FortisAlberta



Connect Mobility has installed 35 60 GHz cnWave V5000 DNs and three 60 GHz cnWave V3000 CNs at a fraction of the time and cost compared to fiber-to-the-home technology. Subsequently, Connect added three V3000s to build redundancy in the village's network.

While the deployment was quick, there were a few challenges to overcome. For example, the layout of the poles was not ideal in all locations, and in some cases, the DNs were mounted to metal standoffs to overcome some line-of-sight obstructions, as well as to optimize the 60 GHz channel plan.

The Village purchased the V1000 antennas for subscriber homes and generously paid for the antenna installation to make the transition easy for their businesses and residents.

Connect Mobility owns, operates and maintains the network for the Village of Standard. The Village will monitor tree growth and keep them trimmed so that the line-of-sight connections between poles remain unobstructed.

A unique aspect of this public/private partnership is that local residents are also involved, and this has created technical growth opportunity for a few residents. The village recommended two people locally that wanted to learn how to install the subscriber antennas. These two installers have completed training and are installing the equipment for subscribers as needed, both within the village as well as in the outlying farms and acreages

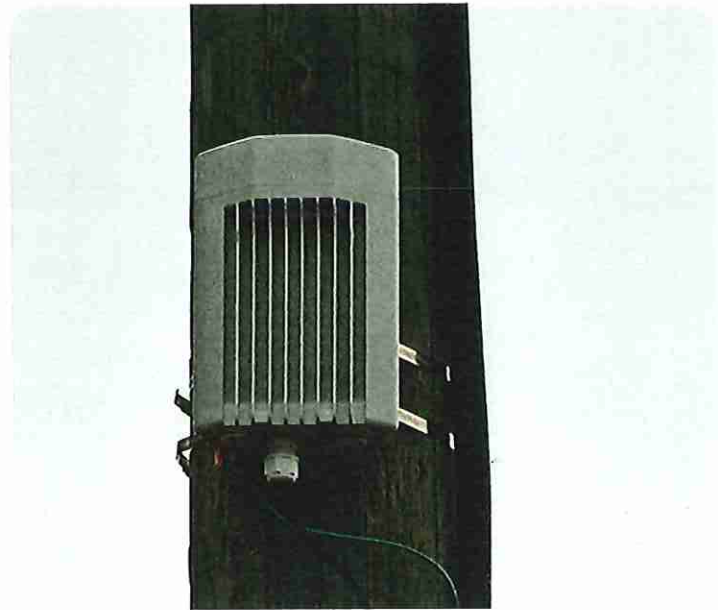
## The Results

**CONNECT MOBILITY COMPLETED THE INSTALLATION** and turn-up of 38 sites in just 21 days, including the 60 GHz cnWave and ePMP 3000 devices.

Connect can provide residents up to 1 Gbps of download speed, a dramatic improvement compared to the village's previous service speeds, and comparable to the capabilities of fiber. Cambium Networks is continuing to enhance the cnWave platform through software enhancements as well as new CN models. The Village of Standard will benefit from Cambium Networks' innovation, enabling additional capacity and expansion of the network as needed.

"For the first time, we're thrilled to be getting 150 Mbps speeds in our business – multiple people can be online at once without reducing the internet speeds."

Diane Knibb  
Knibb Developments Ltd  
Village of Standard



### BEST PRACTICES

- Work closely with communities and their utility providers so installation goes smoothly.
- Leverage Cambium Networks' technical support team for help with network design, procurement and staging.

### ABOUT CAMBIUM NETWORKS

Cambium Networks delivers wireless communications that work for businesses, communities, and cities worldwide. Millions of our radios are deployed to connect people, places and things with a unified wireless fabric that spans multiple standards and frequencies of fixed wireless and Wi-Fi, all managed centrally via the cloud. Our multi-gigabit wireless fabric offers a compelling value proposition over traditional fiber and alternative wireless solutions. We work with our Cambium certified ConnectedPartners to deliver purpose-built networks for service provider, enterprise, industrial, and government connectivity solutions in urban, suburban, and rural environments, with wireless that just works.

One of the most pressing issues facing municipal governments today is the challenge of paying for the maintenance, replacement, and expansion of local infrastructure. Local infrastructure are things Albertans rely on day-to-day such as roads and transit, sidewalks, water and wastewater lines, fire trucks, recreation facilities, and public service buildings.

Since 2016, ABmunis has invested significant time and resources into helping the Government of Alberta design and finalize the creation of Alberta's newest municipal infrastructure funding program, the Local Government Fiscal Framework (LGFF). To understand the context behind this work, we need to go back to 2007 when the Government of Alberta created a key infrastructure funding program, the Municipal Sustainability Initiative (MSI).

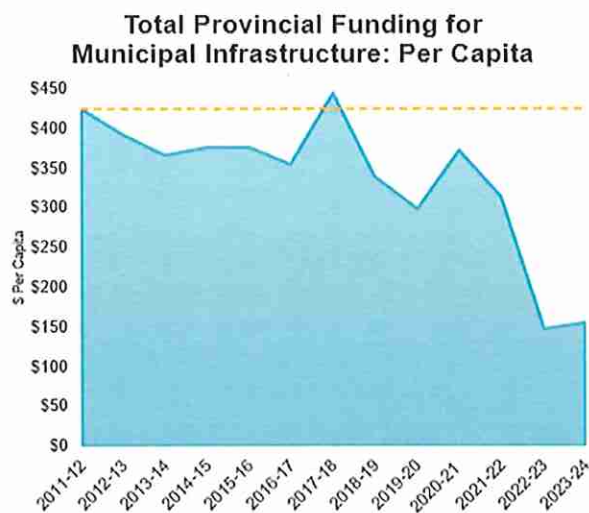
Alberta's municipalities are facing an estimated \$30B infrastructure deficit that will worsen.

Compared to 2011, provincial infrastructure funding to municipal governments dropped by 64%.

Alberta Municipalities calls for \$1.75 billion in funding to keep pace with population growth.

### What level of funding should LGFF start at?

During the 2023 provincial election, you may have heard us call for infrastructure funding to be set at \$1.75 billion. We were referring to LGFF. The fact is provincial investment in community infrastructure has been on a downward trend since 2011. For example, in 2011, the Government of Alberta provided infrastructure funding to municipal governments that was equivalent to \$424 per capita. Since then that figure has dropped by 64 per cent. In 2023, the province will invest only \$154 per capita through municipal infrastructure grants (excluding federal infrastructure funding that is transferred on by the Government of Alberta).



So what are the facts when it comes to investments in provincial infrastructure?

1. Municipalities in Alberta are facing an estimated \$30 billion infrastructure deficit and don't have the financial means of other levels of government.
2. Community infrastructure has taken a backseat to other provincial priorities over the last decade.
3. Alberta's population continues to grow, and municipal infrastructure funding has not kept pace.

**To understand why we are asking for \$1.75 billion please view this backgrounder and watch what some Alberta mayors say about the impacts of infrastructure funding on their communities.**

### **History behind LGFF**

To understand the context behind this work, we need to go back to 2007 when the Government of Alberta created a key infrastructure funding program, the Municipal Sustainability Initiative (MSI). MSI was promised to be a 10-year funding program with a 3-year phase-in period. After the phase-in period, municipalities would receive \$1.4 billion per year between 2010 and 2016. This represented \$1.35 billion in MSI Capital for building infrastructure and \$50 million in MSI Operating for day-to-day operational expense.

At the time, the Government of Alberta was collecting about \$1.4 billion in taxes from communities through provincial education property taxes. The provincial education property taxes are collected by municipalities on behalf of the government. The province's intention was that MSI would indirectly transfer those funds back to municipal governments to be invested in local infrastructure.

However, the reality was something different. The highest that MSI Capital reached in any particular year was \$896 million in 2015. By that time, provincial education property taxes had grown to \$2.2 billion and are now at \$2.5 billion.

In 2014, the province rolled out the Basic Municipal Transportation Grant (BMTG) under MSI. If the MSI promise had been met, and combined with the BMTG, then the total funding should have been around \$1.73 billion annually. Instead, the funding has been on a downward trend, averaging \$834 million annually over the last five years (2019-2023).

### **How has ABmunis responded?**



(Retrieved October 20<sup>th</sup>, 2023)

In 2016, ABmunis began work to design an infrastructure funding program that could replace MSI Capital and BMTG and better support municipal governments. That review led to ABmunis calling for a program that will:

1. Set annual funding levels based on a linkage to provincial revenues,
2. Provide more predictability so that municipalities can effectively plan for their future,
3. Be embedded in legislation to prevent changes based on short-term political goals, and
4. Adequately fund Alberta's community infrastructure needs.

### **What has been the Government of Alberta's response?**

Fortunately, the Government of Alberta has listened to our calls and created the LGFF, which is set to replace MSI Capital and BMTG in 2024. Under its current design, LGFF will meet 3 of 4 of our requests. However, it fails in the most important area – **it does not provide an adequate level of funding to address community infrastructure needs.**

At this time, the Local Government Fiscal Framework Act will deliver a mere \$722 million when the program starts in 2024. This is 36 per cent less than the historical average of MSI Capital & BMTG.

Yes, the funding pot will grow over time based on growth in provincial revenues (some restrictions apply), but with the funding pot starting at only \$722 million, **it could take 20 to 30 years to get back to the level of investment that was in place a decade ago.**

### **The History on ABmunis' Work on LGFF**

The following provides a chronological summary highlighting ABmunis' key work and notable developments in the pursuit to replace MSI with LGFF.

#### **The Funding Pot**

- 2016 – ABmunis develops recommendations for a new infrastructure funding program.
- 2017 – ABmunis seeks input from members and begins advocating to the province for the replacement of MSI.
- 2018 – The Government of Alberta announces that MSI will be replaced with a new program in 2022.
- 2018 – ABmunis and the Rural Municipalities of Alberta (RMA) align positions and enter discussions with the province on the design and amount of funding for the new program.

[Local Government Fiscal Framework \(LGFF\) | Alberta Municipalities \(abmunis.ca\)](https://www.abmunis.ca/advocacy-resources/infrastructure/local-government-fiscal-framework-lgff)  
<https://www.abmunis.ca/advocacy-resources/infrastructure/local-government-fiscal-framework-lgff>  
(Retrieved October 20<sup>th</sup>, 2023)

- 2018 – The Government of Alberta introduces the City Charters Fiscal Framework Act, which provides post-MSI funding for the cities of Calgary and Edmonton starting at \$500 million.
- 2019 – The Government of Alberta repeals the City Charters Fiscal Framework Act and introduces the Local Government Fiscal Framework Act, which sets the post-MSI funding at \$455 million for the cities of Calgary and Edmonton and \$405 million for all other municipal governments and Metis settlements. A total of \$860 million.
- 2020-2022 – ABmunis advocates for improvements by calling for the starting amount to be increased and to remove the 50 per cent cap on the revenue index factor calculation so that the annual changes in LGFF funding match annual changes in provincial revenue.
- 2021 – The Government of Alberta announces that MSI will be extended for two more years delaying the start of LGFF to 2024 and that the starting amount of LGFF is reduced from \$860 million to \$722 million. The decision reduces Calgary and Edmonton’s starting amount to \$382 million and to \$340 million for the non-charter municipalities and Metis settlements.
- 2022 – ABmunis and RMA continue to jointly advocate for the starting amount of LGFF to be increased and for the removal of the 50 per cent cap.
- 2023 – The Government of Alberta’s 2023 Budget announces that the Local Government Fiscal Framework Act will be amended to remove the 50 per cent cap on the growth factor calculation so that LGFF funding will grow at the same rate as provincial revenues.
- 2023 – ABmunis implements a campaign during the provincial election that calls for municipal infrastructure funding to be increased to \$1.75 billion.

### **The Allocation Formula to Distribute the Funding Pot**

- 2019 – The Local Government Fiscal Framework Act defines the LGFF allocation formula for the cities of Calgary and Edmonton.
- 2019-2021 – ABmunis collects preliminary input from members on ideas and priorities for an allocation formula for the non-charter municipalities.
- 2021 – ABmunis tasks a Municipal Financial Health Working Group to develop a recommendation for the design of an LGFF allocation formula for non-charter municipalities.
- 2022 – ABmunis seeks input from members on the principles and proposed formula variables for an LGFF allocation formula.
- 2022 – Based on a request from the Minister of Municipal Affairs, ABmunis and RMA enter negotiations on the design of an LGFF allocation formula for the non-charter municipalities.
- 2022 – ABmunis and RMA are unable to reach an agreement and submit separate proposals to the Minister of Municipal Affairs.
- 2023 – The finalization of the non-charter allocation formula is delayed by the spring 2023 provincial election. ABmunis is hopeful to assist the Government of

[Local Government Fiscal Framework \(LGFF\) | Alberta Municipalities \(abmunis.ca\)](https://www.abmunis.ca/advocacy-resources/infrastructure/local-government-fiscal-framework-lgff)  
<https://www.abmunis.ca/advocacy-resources/infrastructure/local-government-fiscal-framework-lgff>

(Retrieved October 20<sup>th</sup>, 2023)

Alberta to finalize the LGFF allocation formula for non-charter municipalities by fall 2023.

Note: The Government of Alberta has announced that the MSI Operating program will be replaced by an LGFF Operating program, but it is not part of the Local Government Fiscal Framework Act. ABmunis expects to have the opportunity to help design the LGFF Operating program once the allocation formula for the LGFF Capital program is finalized.

Questions about our advocacy on LGFF should be directed to [advocacy@abmunis.ca](mailto:advocacy@abmunis.ca).

CANADA  
PROVINCE OF QUEBEC  
COUNTY OF ARGENTEUIL  
MUNICIPALITY OF THE TOWNSHIP OF GORE

**BY-LAW NUMBER 252**

**RELATING TO THE ECOLOAN PROGRAM FOR  
THE REPLACEMENT OF SEPTIC SYSTEMS –  
PROJECTS 2023 TO 2025**

**WHEREAS** the Municipality of the Township of Gore has noted that several septic installations within its territory do not comply with by-laws and that it is necessary to replace or upgrade these installations.

**WHEREAS** the Ecolan program aims to protect the environment.

**WHEREAS** the program aims to meet municipal obligations and responsibilities referenced in the by-law respecting the evacuation and treatment of wastewater from isolated dwellings (Q-2, r. 22).

**WHEREAS** articles 4, 19 and more specifically article 92 of the Municipal Powers Act (C-47.1) allow the Municipality to set up such a program.

**WHEREAS** a notice of motion and a presentation of these by-laws were given by Councillor Shirley Roy at the sitting of October 4, 2022.

**WHEREAS** a copy of the by-law was given to the members of the Council 72 hours before the meeting for the adoption of these by-laws.

**WHEREAS** copies of the by-law were made available to the public at the beginning of the meeting.

**WHEREAS** the Mayor presented the by-law in accordance with article 445 of the Quebec Municipal Code(C-27.1).

**THEREFORE**

**IT IS MOVED BY:** Councillor Shirley Roy  
**SECONDED BY:** Councillor Anselmo Marandola  
**AND RESOLVED** unanimously by Councillors (6):

**THAT** this By-law be adopted.

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**CHAPTERS**

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**1. GENERAL PROVISIONS**

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**2. CONDITIONS AND PROCEDURES**

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**3. FINANCIAL PROVISIONS**

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**4. ADMINISTRATIVE PROVISIONS**

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**5. FINAL PROVISIONS**

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**CHAPTER 1            GENERAL PROVISIONS**

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**SECTION 1.1 – DECLARATORY PROVISIONS**

**ARTICLE 1            CONTEXT**

This By-law is entitled "By-law number 252 relating to the EcoLoan program for the replacement of septic systems – projects 2023 to 2025 ". The preamble forms an integral part of this by-law.

The main objective of this by-law is to regulate the replacement of noncompliant septic systems belonging to owners participating in the EcoLoan program, an eco-financing program allowing financial aid to be granted in the form of repayable and non-repayable advances of funds.

**ARTICLE 2            TERRITORY SUBJECT TO THIS BY-LAW**

This by-law applies within the territory of the Municipality.

**ARTICLE 3            PARTIAL INVALIDITY OF THE BY-LAW**

The event that a chapter, section or article of this by-law is declared invalid, null and void by a recognized court, the validity of all other chapters, sections and articles are not placed in question.

**ARTICLE 4            PRECEDENCE**

In this by-law, unless otherwise specified, the text takes precedence over the titles or any other form of expression.

**ARTICLE 5            COMPLIANCE**

No article within this by-law exempts of any person from respecting a federal, or provincial regulation or law nor does it exempt any person from respecting other municipal by-laws.

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## SECTION 1.2 – RULES OF INTERPRETATION AND TERMINOLOGY

### ARTICLE 6 INTERPRETATION OF TEXT AND WORDS

Except for the words defined below, all words used in this By-law retain their usual and common meaning. Also:

1. the titles contained in this by-law, for all purposes of law, form an integral part of it.
2. In the case of a contradiction between the body of text and a title, the text prevails.
3. the use of the verb in the present tense includes the future tense.
4. the singular includes the plural and vice versa.
5. the use of the word "shall" signifies an absolute obligation; the word "may" retains an optional meaning.
6. the word "person" includes any legal or natural person.
7. The masculine gender includes both sexes unless the context indicates otherwise.

### ARTICLE 7 TERMINOLOGY

In this by-law, unless the context indicates differently, the term:

1. Council, signifies the Municipal Council of the Township of Gore
2. Municipality, signifies the Municipality of the Township of Gore
3. Professional, signifies a person who is a member of a professional order competent in the matter, as defined in the *By-law respecting the disposal and treatment of wastewater from isolated dwellings* (c. Q-2, r.22)

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## CHAPTER 2 CONDITIONS AND PROCEDURES

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### SECTION 2.1 – LIABILITY AND ADMISSIBILITY

#### ARTICLE 8 LIABILITY

Any owner of an immovable located within the territory of the municipality who wishes to enroll in the Ecolan program must apply for funding and is subject to the eligibility constraints and application procedures set out in this by-law.

The objective of the Ecolan program is to replace or upgrade septic systems, particularly in cases where the septic system is non-compliant to regulations or is contaminating in the environment.

Instances when sealing a well will bring the existing sanitary installation into compliance or the sealing of the well will allow the installation of a system other than a retention pit with total emptying, may be subject to the Ecolan program.

Commercial and industrial buildings are excluded from the Ecolan program.

#### ARTICLE 9 CONDITIONS OF OPERATION

The granting of financial assistance in the form of refundable or non-refundable advances to an owner admitted to the program is subject to the availability of Ecolan operating funds.

#### ARTICLE 10 SUBMITTING AN APPLICATION

A request for admission to the Ecolan program must be sent by the applicant or his authorized agent to the designated officer. It must be signed by the applicant or his authorized representative and be accompanied by the information and documents required by this chapter.

#### ARTICLE 11 DOCUMENTS AND REQUIRED INFORMATION

All applications to the Ecolan program must include the following information and documents:

1. The full name and address of the owner or his authorized representative.
2. The cadastral identification, dimensions, and specifications of the immovable.



3. A plan and/or description of the septic system currently in place on the property, including information relating to the type of system, the age of the system, the location of the system and the proximity of any streams, lakes, and wells.
4. A notice of assessment from Revenu Québec or the Canada Revenue Agency confirming the average annual household income for the previous or most recent fiscal year.
5. Any other document required by this by-law.
6. Any other information deemed necessary for the evaluation of the application.

## **ARTICLE 12            ELIGIBILITY CRITERIA**

Eligibility to the Ecolan program is subject to the following criteria:

- Age and condition of the system currently in place.
- Annual household income.
- Property tax statement.
- Standardized value of the property excluding the value of the land.
- Type of work to be done.

## **ARTICLE 13            ELIGIBLE COSTS**

All costs related to the characterization study, the realization of the installation plans, the purchase of the compliant sanitary infrastructures and the installation work of said infrastructures by a contractor holding the required licence are eligible for financial assistance in the form of a repayable loan.

Costs related to work done by a plumber and/or electrician holding the required licence, if applicable, are also eligible for financial assistance.

Finally, excavation-related costs are also eligible for financial assistance.

The permit application must comply, in all respects, with municipal and provincial by-laws.

## **ARTICLE 14            ELIGIBLE AMOUNT**

Once an application is deemed eligible to the Ecolan program, the designated officer assesses the eligible costs and the eligible amount regarding the replacement and upgrading of the septic system. The amount varies between 25% and 90% of the value of eligible costs under the program, depending on household income and the standardized property value of the immovable, excluding land value.

The assessment of the eligible amount is done using the evaluation grid found in Annexe "A" of this by-law.

The amount of the loan shall bear interest at the same rate as that charged to the Municipality. The repayment of annual instalments shall be borne in full by the immovable subject to this by-law and according to the terms and conditions determined by the loan by-law contracted on behalf of the EcoLoan program.

#### **ARTICLE 15            PROGRAM DURATION**

This financial assistance program begins with the coming into effect of the Loan by-law(s), if any, and ends on December 31, 2025.

Any application accepted before the end of the program will continue to benefit the applicant after the program's end if the applicant continues to meet the eligibility requirements.

#### **SECTION 2.2 – APPLICATION PROCEDURE**

#### **ARTICLE 16            ELIGIBILITY ASSESSMENT**

The designated officer reviews eligibility request to the EcoLoan program and confirms that all required information and documents have been provided upon the submission of an application.

If the required information and documents are incomplete or inaccurate, the eligibility assessment is suspended until the necessary information and documents have been provided by the applicant. The application is deemed to have been received on the date when all necessary information and documents have been received.

Once the eligibility request is complete, the designated officer shall conduct an eligibility assessment according to the assessment criteria identified in article 12. The officer also assesses the eligible amount.

#### **ARTICLE 17            WORK COMPLETION**

The work to replace and bring the septic system up to standard is carried out under the responsibility of the applicant.

All provisions of the planning by-Laws for monitoring and compliance inspections must be respected. The professional must certify that the work was completed according to the permit and plans. The designated officer must certify that the work complies with the permit issued.

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**ARTICLE 18 PRELIMINARY FUNDING AGREEMENT**

When the application is deemed eligible to the Ecolan program, a preliminary funding agreement is signed between the applicant, or their authorized representative, and the Municipality. Council authorizes the General Manager to conclude said agreement.

This preliminary agreement presents the estimated eligible costs for the program, the proportion of the costs that are eligible, the terms and conditions for cost reimbursement in the form of municipal taxes based on the number of years the loan is contracted for, the annual reimbursement amount of the loan and the applied interest rate as well as any other information deemed relevant.

By signing the funding agreement, the applicant formally commits to accepting financial assistance in the form of a repayable loan and must follow the terms and conditions set out in the loan by-laws contracted by the Municipality for the purpose of implementing the Ecolan program.

The preliminary financial agreement authorizes the applicant to proceed with the soil tests and acquiring the installation plans for the septic system.

**ARTICLE 19 SOIL TESTS AND SEPTIC SYSTEM DESIGN PLANS**

Following the signing of the preliminary funding agreement, the applicant enters into a service agreement with a professional to carry out the preliminary soil tests and septic system design.

A meeting to initiate this mandate must be held between the designated officer, the applicant and the professional.

A copy of the results and any documents produced under this mandate must be sent to the designated officer.

**ARTICLE 20 EVALUATION OF COSTS AND ESTIMATES**

Using the septic system design plans, the applicant obtains costs estimates from recognized service providers for the purchase of the main elements of the septic system as well as for its construction and installation. A copy of the estimates must be sent to the designated officer. The choice of supplier(s) is made by the applicant. Total eligible costs for the Ecolan program are assessed based on the estimates.

**ARTICLE 21 REVIEW BY MUNICIPAL COUNCIL**

The Municipal Council approves the applicant's eligibility, accepts the costs associated with the project and awards the financial assistance by adopting a resolution authorizing the General Manager to conclude the final Ecolan program funding agreement.

In the case of a refusal, the resolution by which the Council makes its decision must contain the reason for the refusal and, if applicable, the conditions for the application to be subsequently accepted

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**ARTICLE 22            FUNDING AGREEMENT**

A funding agreement is signed between the applicant, or their authorized representative, and the Municipality. The agreement is signed after the adoption of the resolution granting the financial assistance and allowing for the signature yet before any certificate of authorization for the septic system is issued.

The agreement establishes the terms and conditions for granting financial assistance to the applicant, in accordance with section 3.3 of this By-law.

The financing agreement is conditional to the applicant, or their authorized representative, obtaining a certificate of authorization for the septic system in accordance with the *By-law respecting the application of planning by-laws of the Municipality of the Township of Gore* in effect and does not exempt the person from the penalties provided for in said by-law.

**ARTICLE 23            PERMIT AND CERTIFICATE OF AUTHORIZATION**

A complete application for a certificate of authorization must be sent to the designated officer by the applicant or their authorized representative.

The certificate of authorization cannot be issued prior to the signing of the funding agreement.

Before issuing the certificate of authorization, a startup meeting is held between the applicant, service providers and the designated officer to ensure compliance of the work related to the terms of the funding agreement.

The designated officer shall then issue the certificate of authorization if the conditions set out in this by-law and the applicable planning by-laws are met.

**ARTICLE 24            COMPLETION OF THE WORK**

The work to replace and bring the septic system up to standard is the responsibility of the applicant.

All provisions of urban planning by-laws for monitoring and compliance inspections must be respected. The professional must certify that the work was completed according to the permit and plans. Upon receipt of the compliance report from the professional, the designated officer must verify that the work was carried out in accordance with planning by-Laws and all applicable provisions.

Following receipt of the professional's compliance report, a closing meeting is held to confirm the compliance of the work with respect to the planning by-laws and this by-law.

The work must be carried out within a six (6) month period from the date the certificate of authorization was issued, failing which the agreement may be null and void and the financial assistance cancelled.

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**ARTICLE 25 BILLING AND PAYMENT OF WORK**

The applicant is responsible for paying the portion of the costs that is not eligible for financial assistance for the work provided for in articles 19 and 24. These costs are invoiced directly by the professional and service providers.

The Municipality is responsible for paying the portion eligible for financial assistance for the work provided for in articles 19 and 24, in accordance with the funding agreement. These costs are invoiced directly to the Municipality by the professional and service providers.

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## **CHAPTER 3 FINANCIAL PROVISIONS**

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### **SECTION 3.1 – PROGRAM FUNDING**

#### **ARTICLE 26 OPERATING FUND**

An operating fund shall be created to make available the financial resources for the operation of the program.

#### **ARTICLE 27 BORROWING BY-LAWS**

Funding the operation of the program is provided through borrowing by-laws contracted on an annual or multi-year basis. The financial resources are then deposited in the program's operating fund.

Borrowing by-laws are subject to the provisions of provincial laws and regulations.

#### **ARTICLE 28 ADDITIONAL REFUNDABLE LOANS AND FINANCING**

Funding for the program may also be through available loan or repayable funding programs, depending on eligibility for these programs, on an annual or multi-year basis. The financial resources are then deposited in the program's operating fund.

#### **ARTICLE 29 SUBSIDIES**

Grants may be allocated to the operating fund, depending on the availability of grant programs. In such cases, the terms and conditions of the loan by-law and the provisions of the financing agreement must take this into account.

### **SECTION 3.2 – FINANCIAL ASSISTANCE GRANTED**

#### **ARTICLE 30 ELIGIBLE FINANCIAL ASSISTANCE**

The applicant admitted to the program receives financial assistance corresponding to the proportion of costs eligible under article 14.

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**ARTICLE 31            REPAYABLE LOAN**

All financial assistance is provided in the form of a loan repayable under the terms of the funding agreement unless a portion of the assistance is provided from a grant.

**ARTICLE 32            NON-REPAYABLE FINANCIAL ASSISTANCE**

If a grant is allocated to the program operating fund, a portion of the financial assistance is awarded to the applicant in the form of non-repayable financial assistance, allocated to the applicant in proportion to the total amount of the grant allocated to the program for a given period out of the total amount of funds allocated for the program.

**SECTION 3.3 – FUNDING AGREEMENT**

**ARTICLE 33            PURPOSE OF THE AGREEMENT**

The funding agreement aims to formalize the terms and conditions for the granting of financial assistance under the program in accordance with this by-Law and other regulations.

**ARTICLE 34            CONTENT OF THE AGREEMENT**

The funding agreement must include:

- the amount established as financial assistance, granted in the form of a repayable cash advance to the applicant.
- the amount established as non-repayable financial assistance to the applicant.
- the date and procedure for granting the funds.
- the interest rate charged to the applicant's account.
- the terms of reimbursement including the method of payment, the method of invoicing, the amounts, and the expected frequency for repayment.
- default conditions and other administrative arrangements.
- any other information deemed necessary.

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**SECTION 3.4 – REPAYMENT OF FINANCIAL ASSISTANCE**

**ARTICLE 35            REFUND METHOD**

The financial assistance is repaid by imposing compensation under the loan by-law that finances the program.

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**CHAPTER 4 ADMINISTRATIVE PROVISIONS**

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**SECTION 4.1 – APPLICATION AND MANAGEMENT**

**ARTICLE 36 APPLICATION OF THE BY-LAW**

The administration of this by-law is entrusted to any person hereinafter named "designated officer", by resolution of Council, in accordance with *the By-law respecting the application of planning by-laws of the Municipality of the Township of Gore* in effect.

Officials appointed to assist or replace the designated officer may be appointed by resolution of the Council. The designated officer and his or her authorized representatives are therefore the competent authority. In these by-laws, the use of the term "designated officer" is equivalent to the use of the term "competent authority".

**ARTICLE 37 MANAGEMENT AND SIGNING OF FUNDING AGREEMENTS**

Notwithstanding the preceding article, the Council shall appoint the General Manager of the Municipality to prepare, sign and manage funding agreements in accordance with this by-law.

If the General Manager is unable to fulfil the responsibilities, he or she may be replaced by their assistant.

**ARTICLE 38 AMOUNTS OWED TO THE MUNICIPALITY**

In accordance with section 96 of *the Municipal Powers Act* (CQLR c. 47-1), any amount owed to by the owner of an immovable, under this by-law, is considered a property tax.

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**CHAPTER 5 PROCEDURES, SANCTIONS AND RECOURSES**

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**SECTION 5.1 - PROCEDURES AND SANCTIONS**

**ARTICLE 39 CONTRAVENTION**

Any person who contravenes any provision of this by-law, in particular the provisions relating to the admissibility procedure and processing of an application, is guilty of an offence.

**ARTICLE 40 EXPULSION FROM THE PROGRAM**

An offence relating to non-compliance with one or more provisions relating to the admissibility procedure and processing of an application under this by-law may lead to the inadmissibility of the application, the inadmissibility of an applicant or their expulsion from the program.

**ARTICLE 41 SANCTIONS**

The municipality may, for the purpose of ensuring compliance with the provisions of this by-law, exercise cumulatively or alternatively, with those provided for in this by-law, all appropriate civil or penal recourses.

Every person who contravenes any provision of this by-law is liable, without prejudice to any other proceedings that may be exercised against them, to a fine of \$1,000 for a natural person and \$2,000 for a legal person. In the event of a subsequent offence, it is liable to a fine which may be increased to \$2,000 for a natural person and \$4,000 for a legal person.

Failure to pay within 30 days of the delivery of a judgment shall result in the offender being liable to the penalties provided for in the Code of Criminal Procedures.

If an offence lasts more than one day, the offence committed on each day constitutes a separate offence and the penalties for each offence may be imposed cumulatively for each day during which the offence continues.

The council of the municipality generally authorizes any peace officer to institute penal proceedings against any contravention of all the provisions of this by-law and accordingly authorizes such persons to issue statements of offence useful for that purpose.

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**ARTICLE 42            CIVIL LAW**

Notwithstanding recourses by penal action, the Municipality may exercise, before the courts of jurisdiction, all the civil law recourses necessary to ensure compliance with the provisions of this by-law, and when the Council deems it expedient, may exercise any recourses cumulatively.

**ARTICLE 43            CRIMINAL PROCEEDINGS**

Criminal proceedings are brought for and on behalf of the municipality by designated persons.

**ARTICLE 44            COMING INTO EFFECT**

This by-law comes into effect in accordance with the Law.

\_\_\_\_\_  
Scott Pearce,  
Mayor

\_\_\_\_\_  
Sarah Channell  
Clerk-Treasurer

NOTICE OF MOTION:	2022-10-04
PRESENTATION OF THE BY-LAW:	2022-10-04
ADOPTION OF THE BY-LAW:	2022-11-14
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COMING INTO EFFECT:	2022-11-21

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