



PROVINCE OF QUEBEC
MUNICIPALITY OF GRENVILLE-SUR-LA-ROUGE

BY-LAW NUMBER 2025-02-101 ÉCOPRÊT PROGRAM

- WHEREAS** this council believes it is appropriate to repeal and replace the regulation bearing number RA-706-05-2024 decreeing the creation of a program to bring septic installations up to standard (EcoPrêt Program) and its amendments ;
- WHEREAS** the by-law was filed and a notice of motion was given by Carl Woodbury at the regular council meeting held on February 11, 2025;
- WHEREAS** the members of the Municipal Council declare, in accordance with the Law, to have received a copy of said draft by-law no later than two (2) legal days before this meeting;
- WHEREAS** the members of the Council declare having read said regulation and waive its reading;

THEREFORE IT IS PROPOSED BY COUNCILLOR DENIS FILLION AND RESOLVED TO ADOPT BY-LAW NUMBER 2025-02-101-ÉCOPRÊT AND THAT IT BE DECREED AND RULED AS FOLLOWS:

DECLARATORY AND INTERPRETATIVE PROVISIONS

ARTICLE 1 CONTEXT

This regulation and its preamble, which is in fact an integral part, are entitled the “EcoLoan Program”.

This regulation aims to provide financial assistance, in the form of a repayable advance of funds, to residents whose septic system is a source of contamination.

ARTICLE 2 TARGET TERRITORY

This By-law applies throughout the territory of the Municipality.

ARTICLE 3 PARTIAL INVALIDITY OF THE BY-LAWS

The Municipal Council declares that it has adopted this regulation part by part, article by article, paragraph by paragraph, so that if any of these parts were to be declared null by a competent court, the other parts of the regulation continue to apply.

ARTICLE 4 INTERPRETATION

In this regulation, unless otherwise indicated, the text prevails over headings or any other form of expression.

ARTICLE 5 INTERPRETATION OF TEXT AND WORDS

Except for the words defined below, all words used in these regulations retain their usual meaning. Thus:

- 1° The headings contained in these regulations form an integral part thereof for all legal purposes. In the event of a contradiction between the text itself and the headings, the text shall prevail.
- 2° The use of the present tense includes the future tense.
- 3° The singular tense includes the plural and vice versa.
- 4° The use of the word “must” signifies an absolute obligation, while the word “may” retains an optional meaning.
- 5° The masculine gender includes both sexes, unless the context indicates otherwise.

ARTICLE 6 TERMINOLOGY

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

Council:	Municipal Council of the Municipality of Grenville-sur-la-Rouge
Septic tank:	a primary treatment system consisting of a reservoir intended to receive wastewater or greywater.
Septic installation:	a wastewater treatment station comprising a primary, secondary or advanced secondary treatment system and, if necessary, a tertiary treatment system.
Municipality:	Municipality of Grenville-sur-la-Rouge
Professional:	A person who is a member of a professional order competent in the matter, as defined in the Regulation respecting the evacuation and treatment of wastewater from isolated residences (c. Q-2, r.22) and who holds the necessary permits.
Isolated residence:	a single-family or multi-family dwelling comprising 6 bedrooms or less and which is not connected to a sewer system authorized under section 32 of the Environment Quality Act; any other building which discharges exclusively wastewater and whose total daily flow is no more than 3,240 litres is considered an isolated residence.

ADMINISTRATIVE PROVISIONS

ARTICLE 7 APPLICATION OF THE BY-LAW

The management of this regulation is the responsibility of the designated officials.

ARTICLE 8 SUBJECT MATTER

Any owner of an isolated residence, with the exception of a legal person (company), located in the territory of the municipality and whose septic system is polluting may submit a request for financial assistance under this regulation.

FINANCIAL ASSISTANCE REQUEST

ARTICLE 9 TRANSMISSION OF A REQUEST

An application for financial assistance must be submitted by the applicant or his authorized representative to the designated official. The application must be signed by the applicant or his authorized representative and be accompanied by the information and documents required by this regulation.

ARTICLE 10 REQUIRED DOCUMENTS AND INFORMATION

Any application for financial assistance must be submitted to the designated official and must include the following information and documents:

- 1° The name, first name and address of the owner or his authorized representative;
- 2° Identification of the property covered by the application;
- 3° A plan and/or description of the septic system to be replaced, including information relating to the type of system, its age and its location;
- 4° A description of the non-compliance, defect or environmental contamination situation of the current system, with supporting photographs;
- 5° The location of watercourses, lakes and wells, if applicable;
- 6° A copy of the notices of assessment for the last year to confirm the household's annual income;
- 7° Any other information deemed necessary to assess the application.

An inspection by the designated official may be required.

ARTICLE 11 ELIGIBILITY CRITERIA

The eligibility criteria are as follows:

- The system currently in place is a source of direct contamination (discharge into the environment, non-compliant discharge, observable resurgence or odor, etc.);
- The owner acknowledges that his septic system is non-compliant;
- The annual household income is less than \$80,000 per year or the owners are not eligible for a mortgage or a mortgage line of credit;
- The standardized value of the property is less than \$375,000;
- The property targeted by the request for financial assistance must be exempt from all forms of arrears of taxes and transfer duties and not be the subject of any debt, invoice or claim of any nature against the Municipality;
- The value of the septic system, including the soil study, must not exceed 30% of the value of the residence.

Calculation example:

$$\frac{\$5,800 \text{ (value of the sanitary system)} + \$1,200 \text{ (value of the soil study)}}{\$38,000 \text{ (value of the residence)}} \times 100 = 18.4\%$$

ARTICLE 12 APPLICATION EVALUATION

When submitting an application for financial assistance, the designated officer reviews the application and ensures that all required information and documents have been provided and assesses the eligibility of the application based on the criteria of this regulation.

If the application is incomplete or imprecise, the eligibility assessment is suspended until the necessary information and documents have been provided by the applicant.

An inspection of the building, including the interior, must be carried out by a municipal officer in order to ensure that the building is properly maintained and is not in a state of disrepair that raises concerns about its sustainability.

ARTICLE 13 PERCENTAGE OF FINANCING

Applications deemed eligible receive 100% of the funding they need to replace or install their sanitation system. A maximum amount of \$25,000 will be reimbursed per septic system.

The amount of funding cannot, under any circumstances, exceed the amount of eligible costs listed in section 14.

ARTICLE 14 ELIGIBLE COSTS

All costs related to the soil study, the preparation of septic system plans and the supervision of the work by a professional, the purchase of the main components of the septic system, the complete construction of the septic system and any other task or work deemed essential to the replacement and upgrading of the septic system, as well as the restoration of the land are eligible for financial assistance.

ARTICLE 15 REVIEW BY THE MUNICIPAL COUNCIL

The Municipal Council accepts or refuses the request for financial assistance by resolution.

In the event of acceptance, the resolution authorizes the general management to sign the preliminary financial agreement and the final financing agreement.

In the event of refusal, the Council's decision must be justified and, where applicable, the conditions to be met for the request to be accepted at a later date must be stated.

ARTICLE 16 SUBMISSION FOR SOIL TEST AND DESIGN

Once the Council resolution authorizing financial assistance has been adopted, the applicant must obtain a submission from a competent professional in the field for the performance of a soil test and for the design of a septic system.

The submission must provide for the drafting of a certificate of conformity of the work.

ARTICLE 17 PRELIMINARY FINANCING AGREEMENT

Following the submission of the service offer by the applicant, a preliminary financing agreement is signed between the applicant or his authorized representative and the Municipality.

The preliminary financing agreement authorizes the applicant to award a contract to a professional to carry out the soil study and the design of the septic installation with a view to its replacement.

ARTICLE 18 SOIL STUDY AND SYSTEM DESIGN

Following the signing of the preliminary financing agreement, the applicant enters into a service agreement with the professional who submitted a service offer for the soil study and the design of the septic system.

A copy of the professional's report and any document produced as part of this mandate must be sent to the designated official who ensures its compliance with municipal and provincial regulations (Q.2-r.22).

ARTICLE 19 PRESENTATION OF THE INVOICE AND PAYMENT BY THE MUNICIPALITY

Once the conformity of the professional's report has been certified and upon presentation of the professional's final invoice, the Municipality issues a check for the amount set in the preliminary agreement. This check is made payable to the professional and the applicant.

ARTICLE 20 SUBMISSIONS AND COST EVALUATION

Following confirmation of the conformity of the septic system plans, the applicant obtains at least two submissions from different contractors for the replacement of the septic system.

Submissions must be submitted to the designated official within 60 days of receipt of the soil study.

The choice of contractor is the exclusive responsibility of the applicant.

ARTICLE 21 FINAL FINANCING AGREEMENT

Once the bids have been received and the total amount of financial assistance is established based on the bid selected by the applicant, the final financing agreement is signed between the applicant or their authorized representative and the Municipality.

ARTICLE 22 PERMITS AND CERTIFICATE OF AUTHORISATION

This regulation does not exempt the applicant from obtaining a building permit as required by town planning regulations.

ARTICLE 23 COMPLETION OF WORK

The work to replace the septic system is carried out under the responsibility of the applicant.

ARTICLE 24 BILLING AND PAYMENT FOR WORK

Once the work is completed, the applicant sends the invoice to the Municipality.

Following receipt of the certificate of compliance required by the permit and certificate by-law, the Municipality issues a cheque covering the amount of the final invoice, as determined in the final financing agreement. This cheque is made payable to the contractor and the applicant.

MODALITÉS DE FINANCEMENT ET D'OPÉRATION

ARTICLE 25 LOAN BY-LAW

The program is financed using cash from the general fund, a temporary line of credit or a loan regulation. The financial resources are deposited in the operating fund provided for in section 26.

If applicable, financing by loan regulation is conditional on the approval of a loan regulation by the Ministère des Affaires Municipales et de l'Habitation (MAMH).

ARTICLE 26 OPERATING FUNDS

The necessary funds are taken from the general operating fund, financed by the municipality's general liquidity, by temporary line of credit or by borrowing by-law as provided for in Article 25.

ARTICLE 27 ECOPRÊT PROGRAM OPERATING CONDITIONS

The granting of a repayable advance of funds to owners admitted to the program is subject to the availability of amounts in the EcoPrêt program operating fund.

Financial assistance will be granted to the extent that funds are available for this purpose, either by the entry into force of the Borrowing Regulations, or until the available sums are exhausted or by any other decision of the council.

FINANCIAL AGREEMENT AND REPAYMENT TERMS

ARTICLE 28 REIMBURSABLE LOAN

All financial assistance is granted in the form of a reimbursable loan. The interest rate charged to the applicant is the one applicable according to the loan by-law financing the program, if applicable, or by the interest rate of the last loan by-law financed or refinanced by the municipality.

ARTICLE 29 CONTENTS OF THE PRELIMINARY FINANCING AGREEMENT

The preliminary financing agreement must include the following elements, as shown in Appendix A attached to this regulation:

- The amount of financial assistance granted to the applicant in the form of a repayable advance of funds for the performance of a soil test and the design of a new septic system;
- The date and process for granting funds;
- The applicable interest rate;
- The repayment terms, including:
 - The billing method;
 - The payment method;
 - The amounts, duration and frequency of repayments, including an administrative fee of \$100;
 - The date of the first payment.
- The terms in the event of default of payment as well as other administrative terms;
- Any other information or conditions deemed necessary.

If the applicant continues to replace their septic system, the preliminary agreement will be replaced by a final financing agreement that will incorporate the amounts granted under the preliminary agreement.

In the event that the applicant decides to withdraw from the program and not continue to replace their septic system beyond this stage, the preliminary financing agreement becomes a final agreement and reimbursements begin. Failure to comply with the terms of section 20 is considered a withdrawal from the program.

ARTICLE 30 CONTENTS OF THE FINAL FINANCING AGREEMENT

The final financing agreement must include the following elements, as shown in Appendix B:

- The amount of financial assistance granted to the applicant in the form of a repayable advance of funds for the completion of the work to replace the septic system;

- The statement that the final financing agreement replaces and repeals the preliminary financing agreement and that the amounts granted under the preliminary agreement are transferred to the final agreement;
- The date and process for granting funds;
- The applicable interest rate;
- The repayment terms, including:
 - The billing method;
 - The payment method;
 - The amounts, duration and frequency of repayments, including an administrative fee of \$300;
 - The date of the first payment.
- The terms and conditions in the event of non-payment as well as other administrative terms and conditions;
- Any other information or conditions deemed necessary.

ARTICLE 31 REPAYMENT METHOD

The amount granted under the EcoPrêt program is repayable via a special tax specific to the property in question. This amount constitutes a property tax.

The amount to be repaid, interest and capital, is spread over a maximum of 15 years and the corresponding amount is added annually to the owner's tax account.

ARTICLE 32 MANAGEMENT AND SIGNATURE OF FINANCING AGREEMENTS

Once a project has been admitted to the EcoPrêt program by resolution of the Council, the latter authorizes the general management of the Municipality to prepare, sign and manage the preliminary and final financing agreements.

ARTICLE 33 NON-COMPLIANCE WITH COMMITMENTS

Failure to comply with one or more provisions relating to the procedure for admissibility and processing of an application may lead to the inadmissibility of the application or the inadmissibility of the applicant.

ARTICLE 34 NON-REIMBURSEMENT

Non-reimbursement of amounts allocated under the EcoPrêt program is subject to the same procedure, the same appeals and the same sanctions as non-payment of property taxes.

FINAL PROVISIONS

ARTICLE 35 REPEAL AND ENTRY INTO FORCE

This regulation repeals and replaces the regulation bearing the number RA-706-05-2024 and its amendments.

This By-law will come into force after the completion of the formalities laid down by the Law.



M. Tom Arnold
Maire



M. François Rioux
Directeur général

Notice of motion:
Adoption of draft by-law:
Adoption:
Entry into force :

February 11, 2025
February 11, 2025
April 8, 2025
April 9, 2025

APPENDIX A

Preliminary financing agreement

APPENDIX B

Final financing agreement



Municipalité de Grenville-sur-la-Rouge

Internal use only

No matricule:

No request:

**Ecolan Assistance Program – Regulation 2025-02-101
Preliminary Financing Agreement (Appendix A)**

You must provide:

- 1) A plan and/or description of the septic system to be replaced, including information on the type of system, its age and its location. ☐
- 2) The localisation of watercourses, lakes and wells, if applicable. ☐
- 3) A description of the non-compliance, defect or environmental contamination situation of the current installation, with supporting photos. ☐
- 4) A copy of the tax assessment notices for the last year to confirm the household's annual income ☐
- 5) Service offer to conduct the soil study and design the septic system for its replacement ☐
- 6) Any other information deemed necessary for the assessment of the application. ☐

Owner:

Name:		Phone:
Adress:	Town:	Postal code:
Demand Property adress:		

Attorney (Must have the power of attorney from the owner):

Name:		Phone:
Adress:	Town:	Postal code:

Preliminary Financing Agreement :

Cost of the soil stydy:
Amount requested for the soil study:
Repayment terms for costs in the form of municipal taxes (including the administrative fee of \$100): • Number oy years: _____ • Montly annual: _____ • Interests rate: _____

Additionnal Information:

The applicant or the authorized representative certifies that the information and documents provided are in compliance with the required ones and acknowledges that **the current septic system is non-compliant.**

The preliminary agreement authorizes the applicant to proceed with the soil study and the preparation of the design plans for the septic system for its replacement.

An administrative fee of \$100 will be charged by the Municipality as part of the preliminary agreement.

In the event of non-payment of the amounts allocated under the EcoLoan assistance program, the applicant will be subject to the remedies and sanctions resulting from the non-payment of property taxes.

Applicant:_____

Date: _____

Director: _____

Date: _____



Municipalité de Grenville-sur-la-Rouge

Internal use only	
No matricule:	
No request:	

**Ecolan Assistance Program – Regulation 2025-02-101
Final Agreement (Appendix B)**

If a preliminary agreement was made, you must provide

- 1) A copy of the report from the professional who conducted the soil study and the plans for the proposed septic system. ☐
- 2) A copy of the final invoice from the professional who conducted the soil study and the plan for the proposed septic system. ☐
- 3) A copy of the two service offers obtained from two different contractors for the replacement of the septic system. ☐
- 4) Any other information deemed necessary for the assessment of the application. ☐

If a final agreement was made, you must provide:

- 1) A copy of the report from the professional who conducted the soil study and the plans for the proposed septic system. ☐
- 2) A description of the non-compliance, defect, or environmental contamination situation of the current installation, with supporting photos. ☐
- 3) A copy of the tax assessment notices for the last year to confirm the household's annual income. ☐
- 4) A copy of the two service offers obtained from two different contractors for the replacement of the septic system. ☐
- 5) Any other information deemed necessary for the assessment of the application. ☐

Owner:

Name:	Phone:	
Adress:	Town:	Postal code:
Work Property adress:		

Attorney (Must show the power of attorney with the demand)

Name:	Phone:	
Adress:	Town:	Postal code:

Financing agreement:

Costs of the soil study and design of the new septic system (preliminary agreement)
Estimated cost of the work (according to the accepted quote:
Amount requested under the EcoLoan assistance program :
Repayment terms for costs in the form of municipal taxes (including the administrative of 300\$): • Number of years: _____ • Annual amount: _____ • Interest rate: _____

Additionnal Information

The applicant or the authorized representative certifies that the information and documents provided are in compliance with the required ones.

The final financing agreement replaces and cancels the preliminary financing agreement. Consequently, the amounts granted under the preliminary agreement are transferred to the final agreement.

An administrative fee of \$300 will be charged by the Municipality as part of the final agreement.

In the event of non-payment of the amounts allocated under the EcoLoan assistance program, the applicant will be subject to the remedies and sanctions resulting from the non-payment of property taxes

DECLARATION
I CERTIFY THAT THE INFORMATION PROVIDED ON THIS FORM IS ACCURATE AND ONLY INCLUDES COSTS RELATED TO ELIGIBLE WORK FOR THE SEPTIC SYSTEM INSTALLATION.
I HAVE PROVIDED THE MUNICIPALITY WITH THE ORIGINAL INVOICES FROM THE CONTRACTOR(S) WHO PERFORMED THE WORK.
BY SIGNING THIS FORM, I AUTHORIZE THE MUNICIPALITY TO PAY EACH CONTRACTOR DIRECTLY THE AMOUNT WITH TAXES OF THE ELIGIBLE COSTS FOR THE SANITARY INSTALLATION WORK PERFORMED ON MY PROPERTY AND ACKNOWLEDGE THAT I REMAIN RESPONSIBLE FOR PAYING ANY ADDITIONAL AMOUNTS THAT MAY BE DUE FOR NON-ELIGIBLE WORK UNDER THE PROGRAM.
I ALSO AUTHORIZE THE MUNICIPALITY TO ADD THE TOTAL AMOUNT OF ELIGIBLE WORK COSTS IT HAS PAID ON MY BEHALF TO MY PROPERTY TAX ACCOUNT AND TO REIMBURSE IT OVER A PERIOD OF 15 YEARS, INCLUDING INTEREST.
SIGNED IN GRENVILLE-SUR-LA-ROUGE

Applicant: _____ **Date:** _____

Director: _____ **Date:** _____