

CORPORATION OF THE NATION MUNICIPALITY

BY-LAW 03-2026

SHORT TITLE: SPS #11 AND ASSOCIATED INFRASTRUCTURE DEVELOPER CONTRIBUTION BY-LAW

BEING A BY-LAW TO ESTABLISH DEVELOPER CONTRIBUTION REQUIREMENTS FOR THE SANITARY SEWAGE PUMPING STATION #11 (“SPS #11”) AND ASSOCIATED INFRASTRUCTURE AND TO PROVIDE FOR SHARING OF COSTS AMONG DEVELOPERS SERVED THEREBY

WHEREAS Section 9, 10, 11, 391 and 398 of the *Municipal Act, 2001, S.O. 2001, c. 25*, as amended, give municipalities powers to enter into agreements, impose conditions, charge for services, and recover capital costs from Developers who benefit from municipal works;

AND WHEREAS The Nation Municipality has constructed Sanitary Pumping Station #11 (hereafter SPS #11) for the benefit of multiple developing properties in the service area, in order to avoid the need for each development to build its own pumping station, and to provide efficient and cost-effective sanitary service;

AND WHEREAS The Nation Municipality has also constructed a water distribution network interconnection as part of the project, which provides increased water capacity, improves redundancy in the distribution networks, and provides system reliability to benefitting developments within the service area;

AND WHEREAS it is equitable and in the public interest that future developments which derive benefit from SPS #11 and the water distribution network interconnection contribute their fair share of capital costs, so that the costs are distributed fairly among all benefitting developers rather than borne solely by the Municipality or early developers;

AND WHEREAS Council deems it necessary to pass this by-law to set out terms, calculation methods, timing, and obligations of such contributions, and to permit entering into Developer Agreements to implement the same;

NOW THEREFORE the Council of The Nation Municipality enacts as follows:

1. DEFINITIONS

- a. “Benefit Area” means the geographic area / lands of developments that are connected to or will contribute to SPS#11, or will benefit from the water distribution network interconnection, as delineated in Schedule “A” to this By-law.
- b. “Council” means the Council of The Nation Municipality.
- c. “Capital Cost” means all costs incurred by the Municipality for the Infrastructure Works, including SPS #11, the associated sanitary sewer and the water distribution network interconnection, as well as associated engineering, project management, land acquisition, interest during construction, and related costs.
- d. “Developer” means any person, company, entity or Owner who undertakes a subdivision, site plan, condominium, or other development within the Benefit Area.

- e. “Developer Agreement” means a written agreement between the Municipality and one or more Developers setting out the obligations, timing, and amount of contribution payable by such Developer(s) under this by-law.
- f. “Infrastructure Works” means Sanitary Pumping Station Number 11 in Limoges (SPS #11), associated force mains and sanitary sewers, and the water distribution network interconnection constructed as part of the project, including all related engineering, land, and commissioning costs.
- g. “Municipality” means The Nation Municipality.
- h. “Share of Cost” means the proportion of the Capital Cost allocated to a parcel of land within the Benefit Area, as presented in Schedule “B” to this By-law. Such cost is a charge against the benefitting land and shall be payable by the Developer of the land.
- i. “Owner” means the owner(s) of a lot, block, or parcel of land in the Benefit Area, or any person acquiring title or having an interest in the land, development rights, or building thereon.
- j. “Subdivision / Site Plan / Development Approval” means any approval given under the Planning Act where water distribution or sanitary sewage servicing is required and/or connections to SPS#11 are or will be involved.
- k. “Water distribution network interconnection” means the municipal watermain constructed in conjunction with SPS #11 to increase water capacity, improve redundancy in the distribution system, and provide benefits for developments within the Benefit Area.

2. APPLICATION

- a. This by-law applies to all parcels of land within the Benefit Area which have been deemed by the Municipality to require sanitary sewer and/or water service capacity provided by the Infrastructure Works and which either:
 - i. have not yet received site plan approval, subdivision agreement or approval, building permit, or similar formal development approval; or
 - ii. have received such approvals or permits, but for which the required payment toward the Infrastructure Works and/or Future Upgrade Works has not yet been made in accordance with this by-law.

3. LEGISLATIVE AUTHORITY

- a. This by-law is enacted under the authority of:
 - i. Sections 8, 9, 11, 391, 398 of the Municipal Act, 2001, S.O. 2001, c. 25, as amended;
 - ii. The Planning Act, R.S.O. 1990, c. P.13 (as amended), for subdivision/site plan/development approvals;
 - iii. Any other relevant statutes or regulations governing municipal infrastructure, development agreements, and financing of municipal services.

4. COST RECOVERY STRUCTURE

a. Existing Infrastructure Share of Cost (Parcel-Based)

- i. Each parcel of land within the Benefit Area is assigned a Share of Cost representing its proportionate responsibility for the Capital Cost of the Infrastructure Works, as determined through engineering analysis, capacity demand assessments, and the extent of benefit received.

- ii. The Municipality shall determine the full Capital Cost of the Infrastructure Works and may from time-to-time update this as required to include any cost overruns approved by Council.
- iii. The Share of Cost for each parcel is a fixed, lump-sum amount set out in Schedule “B” to this By-law.
- iv. The Share of Cost shall be paid up front by the Developer, prior to entering into any agreement with the Municipality.
- v. Payment of the Share of Cost constitutes reservation of the corresponding sanitary capacity within SPS#11 for that parcel of land.

b. Interest / Net Present Value Adjustments

- i. Where the Developer’s contribution is deferred, interest, or an equivalent imputed interest cost, shall be applied to the outstanding amount to ensure fairness and reflect the time value of money. The applicable interest rate shall be determined by the Treasurer, may be updated from time to time, and shall be set so as to fully recover any interest or financing costs incurred by the Municipality as a result of such deferral.
- ii. Such interest shall be paid by the Developer on a prorated basis, in accordance with the methodology and allocation set out in Schedule B.

5. FUTURE UPGRADE WORKS

a. Phased Capacity

SPS #11 in Limoges has been implemented using a phased capacity approach.

The station is currently commissioned with an initial operating capacity of thirty (30) litres per second. Certain components of SPS #11 have been designed and constructed to accommodate the ultimate design capacity of one hundred and ten (110) litres per second.

b. Upgrade Works

While some infrastructure has been built to support the ultimate capacity, additional upgrade works will be required to increase the operating capacity from the initial phase to the ultimate design capacity. These works may include, but are not limited to, pump replacements, electrical upgrades, structural modifications, and other associated infrastructure required to fully utilize the ultimate capacity.

c. Timing for Upgrades

The timing of upgrade works shall be determined by the Municipality, based on actual and projected demand, technical capacity assessments, and the needs of benefitting developments.

6. CAPACITY OWNERSHIP AND RESERVATION

a. Unallocated Capacity

Capacity within the Infrastructure Works that has not been purchased or assigned under this By-law shall remain the sole property of the Municipality. No Developer shall have any right, entitlement, or expectation to unpurchased capacity.

b. Reservation Upon Payment

Upon payment of the applicable Share of Cost and execution of any required agreements, the corresponding sanitary capacity shall be reserved within SPS

#11 solely to the benefitting land identified in the agreement. Such capacity is tied to the land, runs with the land, and is not personal to the Developer making the payment. Once paid for, the reserved capacity shall follow the land and shall only be conveyed, transferred, or sold together with the benefitting land in the event of any transfer of ownership.

c. Capacity Tied to Land

- i. Reserved capacity shall be tied exclusively to the parcel or parcels of land for which the Share of Cost has been paid, regardless of any change in ownership. The reserved capacity shall not be assigned, transferred, or applied to any other lands without the prior written approval of the Municipality and any additional payments that may be required under this By law.
- ii. Any reserved capacity that is not used for the benefitting lands, or that is no longer required based on the proposed development, shall remain non transferable and shall not be sold, assigned, or otherwise conveyed by the Developer.

d. No Reservation Without Payment

No land shall be deemed to have secured or reserved sanitary or water capacity until all applicable contributions have been paid in full and accepted by the Municipality.

e. Municipal Right to Reallocate Unreserved Capacity

The Municipality retains the full and unrestricted authority to reassign, reallocate, or otherwise redistribute any unreserved capacity within the Infrastructure Works at any time and for any purpose, including allocation to other benefitting lands, future development, or municipal needs.

f. Network Upgrade Requirements

Notwithstanding the payment of any Share of Cost and the reservation of capacity within SPS #11, the Developer acknowledges that additional upgrades to the existing municipal sanitary sewer network (SPS #11, downstream or upstream) may be required in order to fully utilize the reserved capacity or to achieve the ultimate design capacity of SPS #11. Any such upgrades shall be subject to separate technical review and approval by the Municipality and may require additional works, agreements, and financial contributions by the Developer. Payment under this By law does not guarantee that the existing municipal network has sufficient capacity to convey the full reserved flows without further improvements.

g. Variable Cost Based on Location and Servicing Requirements

- i. The Owner acknowledges that the applicable Share of Cost for connection to the Infrastructure Works may differ based on the actual location of the benefitting lands and the specific infrastructure required to service such lands. The Share of Cost shall be determined, at the time of calculation, based on the extent and type of the municipal sanitary sewer and watermain infrastructure works necessary to service the development, including conveyance to SPS #11 and connection to the municipal water distribution system. Variations in distance, alignment, depth or related servicing works may result in differences in the applicable cost on a per unit basis.

- ii. Any Share of Cost calculated or paid for other lands or developments shall not be construed as establishing a precedent or standard rate and shall not bind the Municipality in respect of future developments.
- iii. Once the Share of Cost, including applicable interest, is established for a Developer and accepted by all parties, payment shall be made to the Municipality within thirty (30) days. Where payment is not received within this timeframe, any additional interest accrued shall be borne by the Developer and shall be addressed and recovered through the subsequent developer agreement or through a separate invoice.

7. DEVELOPER AGREEMENTS

a. Requirement

- i. For all developments to which this by law applies, the Developer shall enter into a Developer Agreement with the Municipality. The Developer Agreement shall be incorporated into, and form an integral part of, the applicable Subdivision Agreement, Site Plan Agreement, or other development approval agreement.
- ii. No Building Permit shall be issued for any buildings or structures that connect to or rely upon the Infrastructure Works unless and until the Developer Agreement has been fully executed and all required payments have been made to the Municipality.
- iii. Notwithstanding any Pre-Servicing Agreement, no physical connection to any existing municipal water, sanitary, or related infrastructure systems shall be permitted unless and until the Developer Agreement has been fully executed and all required payments have been received by the Municipality.

b. Contents of Agreement

- i. Developer Agreements shall include at minimum:
 - a) The Description of Lands, the Developer's Capacity Demand, Share of Cost, timing of payment(s), and interest, if applicable;
 - b) Construction standards, inspections, and requirements for connecting to SPS#11;
 - c) The rights and obligations of both Developer(s) and the Municipality;
 - d) The schedule for commencement and completion of construction, and connection.

8. ADDITIONAL CAPACITY ALLOCATION

a. Reservation of Capacity

If additional sanitary capacity becomes available within the Infrastructure Works beyond what has been allocated to existing benefitting developments, a Developer may request to reserve or secure such additional capacity.

b. Council Approval

The allocation of any additional capacity shall be subject to approval by Council, upon recommendation from the Municipality's technical staff.

c. Multiple Requests

If multiple Developers request additional capacity, capacity shall be apportioned based on the Municipality's planning objectives, servicing strategy, and timing of development readiness, subject to technical feasibility and Council approval.

d. Cost of Additional Capacity

- i. Developers who request additional sanitary and/or water capacity beyond the amount previously allocated to their parcel shall pay a charge calculated on a dollars per litre-per-second (\$/(L/s)) basis, applied to the amount of additional capacity being requested.
- ii. The \$/(L/s) rate shall be established by the Municipality and may include, without limitation, amounts required to address any unfunded costs related to the construction, upgrade, expansion, or future needs of the Infrastructure Works.
- iii. The total charge payable by a Developer for additional capacity shall therefore equal:

Additional Capacity Requested (L/s) × Applicable \$/(L/s) rate +
Any applicable financing or interest charges, as determined by the Treasurer.
- iv. The Municipality may revise the \$/(L/s) rate from time to time to reflect funding requirements, remaining available capacity, actual expenditures, projected future needs, or other financial considerations related to the Infrastructure Works.

e. Timeframe for Use

Council may, by resolution, establish a timeframe within which a Developer must commence development using the reserved capacity, failing which the reservation may be revoked and capacity reallocated.

f. No Guarantee of Capacity Allocation Without Payment

No Developer shall be deemed to have secured capacity unless and until full payment of the required contribution has been received by the Municipality and a written agreement has been executed by all parties.

9. PAYMENT & SECURITY

a. Existing Infrastructure Share of Cost Payment Schedule

- i. Developers within the Benefit Area shall pay one hundred percent (100%) of their Share of Cost, as set out in Schedule B, prior to the execution of any Subdivision Agreement, Site Plan Agreement, or other development approval agreement to which this By law applies.
- ii. If a Developer within the Benefit Area fails to pay their Share of Cost in accordance with this By-law, The Nation reserves the right to withhold any agreement until the full payment is received.

10. ADMINISTRATION & OVERSIGHT

a. Council

- i. Council shall:
 - a) Approve the Total Capital Cost for the Infrastructure Works with any adjustments;

- b) Approve contribution amounts, interest rate assumptions, and security requirements;
- c) Receive reports from staff regarding developer contributions, overruns, and any required amendments.

b. CAO

The CAO shall oversee proper implementation and application of this by-law.

c. Treasurer

The Treasurer shall certify interest rates for deferred payments, ascertain the accuracy of the project costs used to calculate the Share of Cost, and maintain records of all contributions received, expenditures, and any over- or under-expenditures related to SPS#11 and associated infrastructure.

d. Engineering / Planning

The Municipality's Engineering / Planning department shall:

- a) Determine capacity demand metrics;
- b) Monitor construction, inspect connections to SPS#11, ensure compliance with standards;
- c) Provide estimates of cost, projections of future demand, and updates to Council as needed.

11. AMENDMENTS OF SCHEDULES

Schedules to this By-law may be updated or replaced by Council resolution and shall have full force and effect upon approval.

12. ENFORCEMENT

If a Developer fails to pay when required under this by-law or associated Developer Agreement, the Municipality may:

- i. Withhold building permits or final approvals until payment is satisfied;
- ii. Register charges or liens against the property;
- iii. Recover amounts owing through any other legal mechanism permitted under the *Municipal Act* or other applicable legislation.

13. SEVERABILITY

If any provision or part of this by-law is for any reason held invalid by a court of competent jurisdiction, the remaining provisions or parts shall continue in full force and effect.

14. REPEAL

Any by-law or parts of by-laws inconsistent with this by-law are hereby repealed to the extent of such inconsistency.

15. EFFECTIVE DATE

This By-law shall come into force and take effect on the day of its passing.

16. DATE OF ENACTMENT AND SIGNING

Passed in Open Council this 26TH day of January, 2026

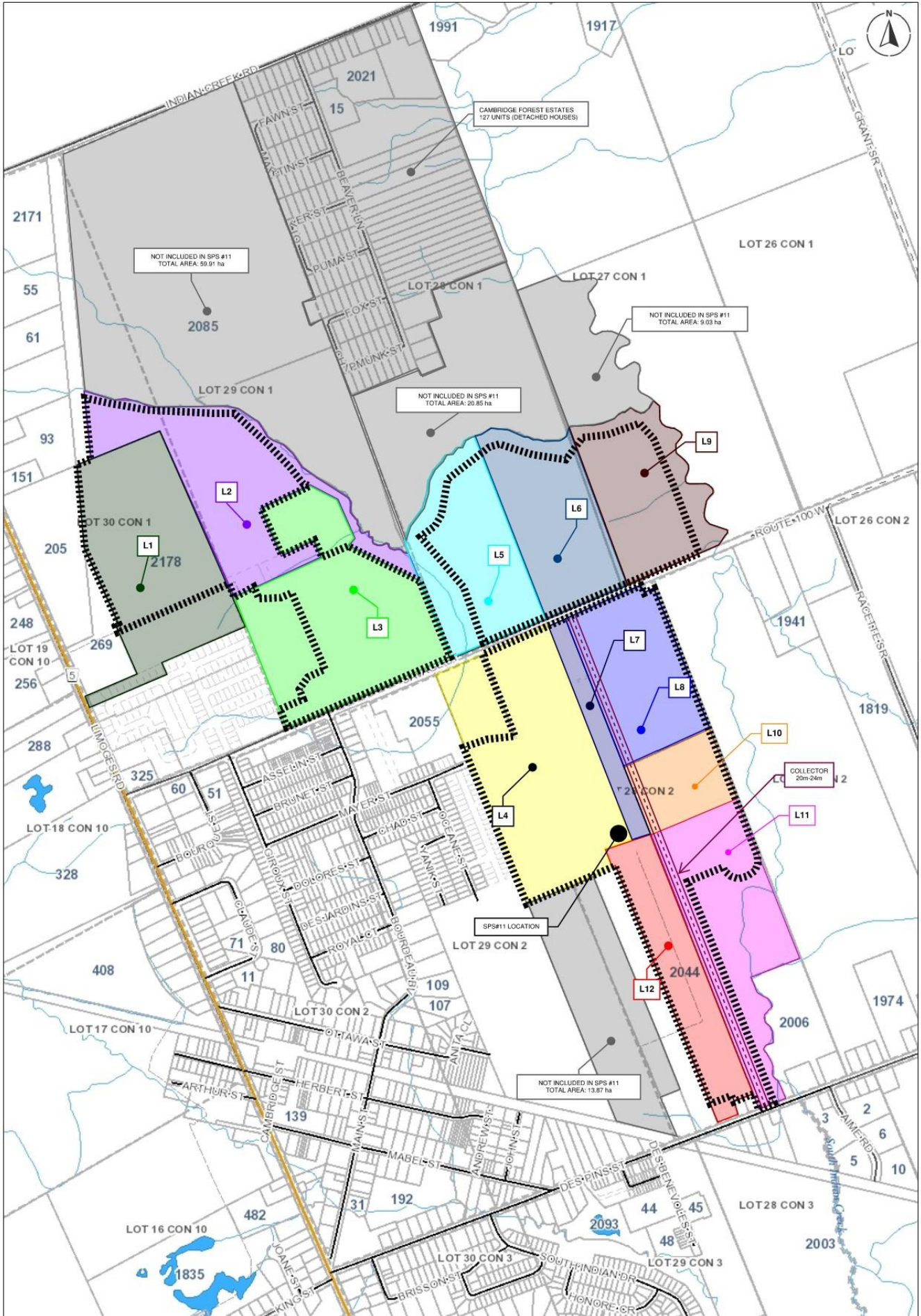
FRANCIS BRIÈRE, MAYOR

AIMÉE ROY, CLERK

By signing this by-law on 2026-04-27, Mayor Brière will not exercise the power to veto this by-law.

Schedule "A" – Map of the Benefit Area

SCHEDULE "A" - SPS #11 AND ASSOCIATED INFRASTRUCTURE BENEFIT AREA



Schedule "B" – Capital Cost Shares for Existing Infrastructure Works

Property Parcel Name (As Indicated in Schedule "A")	Property Roll Number	Flow	Prorata	Total Share of Cost
L1	021200100106000	11.62 L/s	10.79%	\$ 1,026,581.43
L2	Part of 021200100105600	11.62 L/s	10.79%	\$ 1,026,581.43
L3	021200100105607	11.26 L/s	10.46%	\$ 1,038,051.17
L4	021200100205557, 021200100205558, 021200100206050, and 021200100206006 to 021200100206048	17.12 L/s	15.90%	\$ 1,665,148.76
L5	Part of 021200100105482	7.74 L/s	7.19%	\$ 850,036.79
L6	Part of 021200100105482	9.78 L/s	9.08%	\$ 1,078,344.35
L7	Part of 021200100205554	4.91 L/s	4.56%	\$ 543,447.60
L8	Part of 021200100205554	9.70 L/s	9.01%	\$ 994,130.27
L9	Part of 021200100105300	7.64 L/s	7.10%	\$ 782,724.81
L10	Part of 021200100205300	4.37 L/s	4.05%	\$ 408,297.82
L11	Part of 021200100205300	4.37 L/s	4.05%	\$ 403,249.93
L12	021200100205400	7.54 L/s	7.00%	\$ 699,233.86
Total		107.66 L/s		\$ 10,515,828.23