

## **POLICY STATEMENT AND REGULATIONS**

Number 400.3

### **LATECOMER POLICY**

#### **1.01 GENERAL**

- a. This Policy outlines the procedures to be followed for the processing of Latecomer Charges pursuant to Section 990 of the Municipal Act.
- b. This policy applies to excess or extended services that may be required as part of the subdivision and development bylaw.
- c. 'Excess or extended services' means a portion of highway system that will provide access to land other than the land being subdivided or developed, and a portion of a water, sewage or drainage system that will service land other than the land being subdivided or developed.
- d. Latecomer charges do not apply to portions of services which are included in the District's development cost charges program.
- e. All lands benefitting from the installation of excess or extended service are subject to latecomer charges in accordance with the "latecomer charge calculation policy" 1.04.

#### **1.02 ADMINISTRATION**

- a. Latecomer charges do not have to be applied for. Where considered applicable by the District according to this policy, they will be determined, collected and disbursed.
- b. Latecomer charges will be determined only after the excess or extended services have been substantially completed and are in service.
- c. Latecomer charges are payable as a condition of an owner connecting to or using the extended service. In the case of an existing building, this will be at the time of application for a connection. In the case of a parcel being developed, this will be at the time of application for a building permit or subdivision, whichever occurs first.
- d. Latecomer charges collect shall be paid by the District by mail to the owner who installed the excess or extended services to his last know address. The owner is responsible for notifying the District of any change of address. The owner may not assign to another party his right to receive latecomer charges. Should latecomer payments be returned due to failure on the part of the developer to notify the District of a change of address or name, the charges collected on his behalf will be placed in a trust fund and dealt with in accordance with existing legislation.

- e. Latecomer charges will be collected by the District for a period of 10 years from the date the services are substantially completed and in service.
- f. Upon execution of a Latecomer Agreement, in the form attached as Schedule 'A', the District will notify the current owners of all parcels affected by a latecomer charge.

### 1.03 TECHNICAL PROCESS

- a. The owner shall provide the following information with the first submission of the Design Drawings for the proposed development:
  - a) a plan for each excess or extended service showing the minimum size(s) and length(s) of the service required to service the proposed development only;
  - b) where the development includes excess service, the size(s) or the services(s) required to service the entire catchment or design area shall be shown in brackets inside the minimum size(s) required to serve the development only; and
  - c) for each excess service based on the difference in material costs only, and/or of the cost of the extended service.
- b. Where an owner provides excess or extended services, the District will, upon acceptance of the design drawings:
  - a) determine the proportion of the cost of providing the highway or water, sewage or drainage facilities that it considers constitutes the excess or extended service;
  - b) determine which part of the extended service that it considers will benefit each of the parcels of land that will be serviced by the extended service; and
  - c) impose, as a condition of an owner connecting to or using the extended service, a charge related to the benefit determined under paragraph b).

### 1.04 FINANCIAL

- a. The total amount paid to the owner shall not exceed the total estimated cost of the excess or extended services plus accumulated interest.
- b. Interest shall be calculated annually at a rate prescribed by by-law and shall be calculated from the date the services are operational and in service. Interest collected shall be paid to the owner with each latecomer charge paid.
- c. No latecomer charges shall be collected or paid beyond the 10<sup>th</sup> anniversary of the date of substantial completion of the excess or extended service or when all excess or extended service costs, as estimated by the District have been paid to the owner.
- d. Where developers qualify for cost sharing of excess services, the District may be able to pay the excess services portion out of budgeted funds. Where sufficient funds for costs sharing are not available in the District budget, the development may be deemed by Council to be premature.

## 1.05 CALCULATION

- a. For a property to be subject to a latecomer charge, it must be immediately adjacent to the system required to be installed.
  - the only variance from this policy are in cases where may properties fall into the benefitting area and would be subject to latecomers charges, e.g. water reservoirs, lift stations, forcemains, etc.
- b. Works must be substantially completed and in service prior to any latecomer charges being applied.
- c. Latecomer charges with respect to a highway (road), drainage, sanitary sewer or water facility will be determined based on the projected density of residential lots immediately adjacent to the facility or facilities being installed.
- d. A parcel with an existing service connection of highway access will be reconnected to the new service without charge. However, any further development will be subject to latecomer charges. Parcels with on-site servicing (well, septic system, drainage disposal system) shall not be entitled to this free connection.

Further development means a change in use or an increase in density for the same use.

Adopted November 28, 1994

## LATECOMER AGREEMENT

Schedule A of Policy 400.3

**THIS AGREEMENT** made the <sup>th</sup> day of , 199

**BETWEEN:**

(Hereinafter called the Developer )

OF THE FIRST PART

**AND:** **THE CORPORATION OF THE DISTRICT OF SUMMERLAND,**  
a municipal corporation under the Municipal Act, having its offices at 13211  
Henry Avenue, Summerland, in the Province of British Columbia, VOH 1ZO

(Hereinafter called the District )

OF THE SECOND PART

**WHEREAS:**

1. The Developer is the owner of and proposes to develop certain lands known and described as:

(Hereinafter called the lands )

- B. The District has required the Developer to install or provide certain excess or extended services in connection with the proposed development which may provide access to or serve land other than the said lands.
- C. The District does not have sufficient funds to make a contribution toward the cost of the said extended services.
- D. The District intends to provide for the collection of a share of the construction cost of the required extended services from the owners of other lands who may connect to or use the said extended services and provide for the repayment of these monies to the Developer.

**NOW THEREFORE,** in consideration of the premises and the mutual covenants and agreements hereafter set forth, it is agreed by and between the parties hereto as follows:

1. The terms and expressions used in this agreement shall be as defined in the District's Subdivision Bylaw and Latecomer Policy.
2. The determination of Latecomer Charges shall be in accordance with the District's Latecomer Policy.
3. The extent of the excess or extended services upon which the Latecomer Charges are determined shall be as shown on Exhibit "1" attached hereto.
4. This agreement shall take effect as of the date of Substantial Completion of the construction of the excess or extended services as certified by the Works and Utilities Superintendent.
5. The maximum total Latecomer Charge imposed by the District for each extended service shall be:
  - 1) Water System \$
  - 2) Sanitary Sewer \$
  - 3) Storm Sewer \$
  - 4) Highway System \$
6. The total amount of contribution by the District for each excess service shall be:
  - 1) Water System \$
  - 2) Sanitary Sewer \$
  - 3) Storm Sewer \$
  - 4) Highway System \$
7. This Agreement shall become null and void upon the earlier of the 10<sup>th</sup> anniversary of the date of Substantial Completion of the excess or extended services or when the total Latecomer Charges pursuant to Clause (5), plus interest have been made.
8. The District shall collect from the Latecomers within the benefitting areas, the charges up to the amount recorded in Exhibit "2" at the time the Latecomer connects to the service. For phased development, the charges will be pro-rated and collected in each phase.
9. The latecomer charges shall be collected by the District at a time the latecomer applies to connect to or use the excess or extended service installed by the Developer, and shall be collected between the date of Substantial Completion and ten (10) years thereafter, being\_\_\_\_\_.
10. The District shall pay any collected Latecomer Charges to the Developer within the time specified in the District's Latecomer Policy at the address of the Developer as set forth in

this agreement or at such other address as the Developer may prove, by Registered Mail. If the said payments are returned to the District and if, after three (3) years, the said payments remain unclaimed by the Developer, the District shall treat payments received and all future sums collected and required to be paid under this Agreement as unclaimed money in accordance with applicable legislation.

11. The Developer covenants and agrees that there are no financial arrangements by which the owners of land within the benefitting area listed on Exhibit 2" have contributed or will be contributing to the cost of the excess or extended services which are the subject of this Agreement.
12. This District accepts no liability in the event the Latecomer Charges cannot be collected for any reason.
13. In the case that the Developer fails to complete the construction of the excess or extended services to the point of Substantial Completion in accordance with the Servicing Agreement covering the works, this Agreement shall lapse and be of no further force or effect.
14. **IT IS MUTUALLY UNDERSTOOD**, agreed and declared by and between the parties hereto that:
  - a) the District has made no representations, covenants, warranties, guarantees, promises or agreements (oral or otherwise) with the Developer other than those contained in this Agreement;
  - b) nothing contained or implied herein shall prejudice or affect the rights and powers of the District in the exercise of its functions under any public and private statutes, bylaws, orders and regulations, all of which may be fully and effectively exercised in relation to the said lands as if this Agreement had not been executed and delivered by the Developer;
  - c) wherever the singular or masculine is used herein, the same shall be construed as meaning the plural, feminine or body corporate or politic where the context of the parties so require and, where the Developer consists of more than one person, the term Developer shall mean all such persons jointly and severally;
  - d) this Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns; and
  - e) the parties hereto shall do and cause to be done all things and execute and cause to be executed all documents which may be necessary to give proper effect to the intention of this Agreement.

**IN WITNESS WHEREOF** the parties hereto have executed this contract the day and year first above written.

FOR CORPORATE  
BODY

THE CORPORATE SEAL OF

was hereunto affixed in the presence of:

Seal

FOR PRIVATE  
INDIVIDUAL

SIGNED, AND DELIVERED  
by the Developer in the presence of:

\_\_\_\_\_  
  
\_\_\_\_\_

Developer's Signature

THE CORPORATE SEAL OF THE CORPORATION OF THE  
DISTRICT OF SUMMERLAND, was hereunto affixed in the  
presence of:

MAYOR

CLERK

**LATECOMER AGREEMENT**

**EXHIBIT 1"**

Summerland Policy Manual

This exhibit will consist of plans, one for each excess or extended service, provided by the Developer s consultant showing the extent and size of the proposed services and outlining the benefitting areas.

## **LATECOMER AGREEMENT**

### **EXHIBIT 2"**

Total Latecomer charge per parcel

Developer s Name: \_\_\_\_\_

Project Name, Roll No. \_\_\_\_\_

Legal Description of Benefitting Parcels	Roll Number	Highways	Water	Sanitary	Storm	Total
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