

THE DISTRICT OF HOPE
SUBDIVISION AND DEVELOPMENT SERVICING
LATECOMER MANUAL

LATECOMER MANUAL

TABLE OF CONTENTS

Section	Page No.
Definitions.....	1
General Provisions.....	3
Cost Sharing – Technical Process	4
Latecomer Agreements – Technical Process.....	7
Determination Of The Benefiting Lands.....	9
Cost Estimates.....	11
Financial	12
Schedule A-1 – Application for Cost Sharing.....	13
Schedule A-2 – Supplementary Information for Application for Cost Sharing.....	14
Schedule A-3 – Cost Sharing Agreement	15
Schedule B – Equivalent Service Connection Calculation.....	16

DEFINITIONS

1.1 The definitions contained in the *Subdivision* and *Development Servicing* Bylaw shall apply in this manual unless specifically stated otherwise.

1.2 The following definitions shall also apply to this manual:

BENEFITING LANDS means land directly fronting or *flanking* an *extension* that can directly access or connect to the *extension*. The *Developer's* land is deemed to front the *extension* and form part of the benefiting lands.

DEVELOPABLE PROPERTY means the gross *parcel* area less any portion dedicated for a *highway* or other public use and less any portion which cannot be *developed* for the designated use due to topographical or other constraints.

EQUIVALENT FRONTAGE means the actual *frontage* along a *latecomer highway* or the minimum *frontage* required by the *Zoning Bylaw* for the applicable *zone*, whichever is greater, plus one-third the *flankage* of a *latecomer highway*.

EQUIVALENT SERVICE CONNECTION means the number of *connections*, equivalent to individual house *connections*, that a property is determined to have. For undeveloped lands, the number of potential *equivalent service connections* is determined as outlined in Schedule B of this manual.

FLANKAGE OR FLANKING means the greater measurement of the boundary of the record *parcel* abutting a *highway*, where the record *parcel* abuts more than one *highway*.

LATECOMER means the *owner* of real property within the *benefiting lands* other than the *Developer*.

LATECOMER AGREEMENT means an agreement between the *Developer* and the *Municipality* for the collection of *latecomer charges*.

LATECOMER CHARGE means a charge imposed on *benefiting lands* which shall be collected by the *Municipality* as a condition for a *latecomer* connecting to or using *excess or extended services*.

OVERSIZING, as it relates to:

1. Sanitary sewer mains, means the size of main greater than that which is required to service the *Developer's* lands as specified by the *Subdivision and Development Servicing Bylaw*.
2. Storm sewer mains, means the size of main required as a result of the difference between the *pre-development* and *post-development* flows for the lands upstream of the *Developer's* lands.
3. Water mains, means the size of main greater than that which is required to service the *Developer's* lands as specified by the *Subdivision and Development Servicing Bylaw*.

UNIT LATECOMER CHARGE means the base rate plus accumulated interest as determined by the *Subdivision and Development Servicing Bylaw*.

GENERAL PROVISIONS

- 2.1 This manual outlines the procedure to be followed for the identification and processing of cost sharing agreements and *latecomer charges*.
- 2.2 This procedure applies to *works and services* required as part of the land *development* process, a *subdivision* or a *building permit* and to the extension of a *highway, water system, drainage system, or a sanitary sewer system*, where such *extensions* are permitted under a bylaw.
- 2.3 *Latecomer charges* shall be not be applied to *works and services*, or portions of *works and services*, which are included in the *Municipality's Development Cost Charge Program*.
- 2.4 The *oversizing costs and connections* in a Cost Sharing Agreement shall not form part of the *Latecomer Agreement*.
- 2.5 *Latecomer charges* shall be determined only after approved drawings have been received by the *Approving Officer* but prior to the signing of a *Servicing Agreement*.
- 2.6 The *Municipality* shall not give permission to construct the *works and services* which are subject to a Cost Sharing Agreement until the *Servicing Agreement* and the Cost Sharing Agreement have been executed.
- 2.7 The *Municipality* shall not give permission to construct the *works and services* which are subject to a *latecomer charge* until the *Servicing Agreement* and the *Latecomer Agreement* have been executed.
- 2.8 An executed *Latecomer Agreement* shall not be effective until the issuance of the *Certificate of Substantial Performance*.
- 2.9 A *parcel* with an existing *connection, highway access, or both* shall be reconnected to the new service without charge.
- (a) Any additional *development* potential shall be included in the calculation of the *benefiting lands*, and any further *development* shall be subject to *latecomer charges*.
- (b) A *parcel* with on-site servicing such as wells, a septic system or a *drainage system* shall not be entitled to *connection* without a *latecomer charge*.

COST SHARING – TECHNICAL PROCESS

Application for Cost Sharing

- 3.1 The *Developer* shall fill out the applicable *application* for cost sharing in Schedule A of this manual and pay an application fee of \$50.00 per *application*.
- 3.2 A separate *application* is required for each separate utility.
- 3.3 The *Developer* shall submit supplementary information which will include the following:
 - (a) Exhibit “A” - Map of the *benefiting lands*;
 - (b) Exhibit “B” - List of Addresses subject to the *latecomer charge*;
 - (c) Detailed cost estimates signed and sealed by the *Developer’s Engineer*;
 - (d) Calculation of *equivalent service connections* or *equivalent frontage*; and
 - (e) *Engineering* design drawings.

Items Included with *Application for Cost Sharing*

- 3.4 The map of *benefiting lands* (Exhibit “A”) shall:
 - (a) be at a scale of 1:2500
 - (b) show the following:
 - An outline of the entire *development* area labeled “Proposed Development”
 - The location of the proposed utility to be cost shared labeled “Proposed Highway/Water/Drainage/Sanitary Sewer for Cost Sharing”.
 - The minimum size and length of services required to service only the proposed *subdivision* or *development*.
 - The size of the service required to service all of the *benefiting lands*, shown in brackets next to the minimum size required to service only the proposed *subdivision* or *development*.
 - The *Developer’s benefiting lands*, numbered;
 - The other *benefiting lands*, numbered;
 - The legal description of all affected *parcels*;
 - A title block indicating project location, *Municipal* project number, sketch number, service, scale, date, Professional *Engineer’s* seal and signature, and title (Exhibit “A” – Map of *Benefiting Lands*);
 - All areas correctly identified and clearly marked.
 - All existing buildings;
 - All existing *connections*;
 - (c) Be clear and legible; and

(d) Be on 8 ½ x 11 size paper and to the *Municipality's* drawing standards;

This map shall be used in the submission to *Council* for cost sharing.

3.5 Maps that are incorrect or of poor drafting standards will be returned to the *Developer*.

3.6 The list of addresses (Exhibit “B”) subject to a *latecomer charge* shall be titled “Exhibit ‘B’ – List of Addresses Subject to Latecomer Charge” and shall include the following information for each address:

- (a) The legal description;
- (b) The Civic address
- (c) The *Owner's* name; and
- (d) The *OCP* Designation.

3.7 The *Developer* does not need to include the tax roll number for each property as this will be completed by the *Municipality*.

3.8 The *Developer's* lands shall not be included on the List of Addresses.

3.9 For the purposes of calculation of the *equivalent service connections* or the *equivalent frontage*, a calculation sheet shall be included which shows how the number of *equivalent service connections* was determined or, in the case of a *highway extension*, *equivalent frontage*.

3.10 The calculation shall be made in accordance with Schedule B of this manual.

3.11 Each *Application* for Cost Sharing shall include two copies of the *Engineering Design Drawings* for each *latecomer* utility applied for, showing the *latecomer* main identified in the following manner:

- (a) *Highway*: Yellow
- (b) Water Blue
- (c) Storm Sewer Green
- (d) Sanitary Sewer Red

Municipal Review of Application for Cost Sharing

3.12 Upon submission of the *application* for Cost Sharing by the *Developer*, the *Approving Officer* will review the *application*.

3.13 Where the *Developer* provides *excess or extended services*, the *Municipality* will, upon acceptance of the design drawings:

- a) Determine the proportion of the cost of providing the *highway* or *water system*, *drainage system* or *sanitary sewer system* that it considers constitutes *excess or extended services*;
- b) Determine which part of the *excess or extended services* that it considers will benefit each of the *parcels* in the *benefiting lands* that will be served by the *excess or extended services*; and
- c) Impose, as condition of a benefiting *owner* connecting to or using the *excess or extended service*, a *latecomer charge* related to the benefit determine should the *Municipality* decide not to enter into a Cost Sharing Agreement,

3.14 The *Municipality* shall advise the *Developer* of any *oversizing* requirements.

3.15 If the *Approving Officer* requests any changes, the *Developer*, at the *Developer's* expense, shall resubmit the *application* with the necessary changes.

Submission of the *Application* for Cost Sharing to *Council*

3.16 When all changes have been made by the *Developer* and the *application* is in a form satisfactory to the *Municipality*, the *Approving Officer* will submit the *Application* for Cost Sharing and a supporting report to *Council* for its consideration.

3.17 If *Council* approves the Cost Sharing Agreement, then partial payment for the *oversizing* shall be made upon issuance of the *Certificate of Substantial Performance* and the remainder upon receipt of the Record Drawings.

3.18 If *Council* rejects the request for cost sharing due to the excessive costs to the *Municipality*, the *Developer* shall be advised that the *Municipality* is prepared to enter into a *Latecomer Agreement* for the eligible works.

3.19 The *Developer* shall submit a letter to the *Municipality* that requests the holding of the *Servicing Agreement* until the *Latecomer Agreement* is executed.

LATECOMER AGREEMENTS – TECHNICAL PROCESS

Municipality Prepares the Latecomer Agreement

4.1 The *Municipality* will prepare the *Latecomer Agreement* and shall send the *Latecomer Agreement* to the *Developer* for execution.

Municipality Executes the Latecomer Agreement

4.2 Upon return of the *Latecomer Agreement* by the *Developer* to the *Municipality*, the *Approving Officer* will review the agreement and attach Exhibits “A” and “B” from the *Application* for Cost Sharing.

4.3 If the *Latecomer Agreement* and the exhibits are acceptable to the *Approving Officer*, the *Approving Officer* will forward the *Latecomer Agreement* and exhibits to the Clerk for signature.

4.4 The Mayor and the Clerk may sign the *Servicing Agreement*, if it is ready for execution at the same time as the *Latecomer Agreement*.

4.5 The *Approving Officer* will return a copy of the executed agreement to the *Developer*.

4.6 The *Latecomer Agreement* shall not become effective until the *works and services* are completed.

Developer Notifies Residents of Latecomer Charges

4.7 Upon execution of the *Latecomer Agreement* by the *Municipality*, the *Developer* shall send out an information letter to all *latecomers*, notifying them of the potential of a *latecomer charge* on their property.

Eligible Utility is Completed

4.8 When the *extension* has been constructed and inspected and approved by the *Municipality*, the *Municipality* will then certify the completion date of the *Works and Services*.

4.9 Completion for the purposes of works under the *Latecomer Agreement* shall correspond to the *Certificate of Substantial Performance* which is issued for the

project as a whole, except where there is a deficiency in the *latecomer* works themselves.

4.10 *Latecomer charges* shall be collected under the terms of the *Latecomer Agreement*.

4.11 The *Latecomer Agreement* shall expire on a date no later than ten years after the date on which the *Certificate of Substantial Performance* is issued.

DETERMINATION OF THE BENEFITING LANDS

General

- 5.1 These guidelines are provided to indicate the general approach to establishing *benefiting lands*.
- 5.2 The *Approving Officer* may consider variations to these guidelines in specific situations.
- 5.3 *Benefiting lands* shall comprise all *developable parcels* immediately adjacent to and capable of being serviced by the system required to be installed as part of the *subdivision/development*.
- 5.4 Undevelopable lands such as parks, ravines, wetlands, steep slopes, etc., shall be excluded from *benefiting lands*

Highways

- 5.5 The *Municipality* shall establish the requirements for standards and locations of any proposed *highway(s)*.
- 5.6 The *benefiting lands* for a *highway* will include those *parcels* immediately adjacent to the new *highway*, and which could benefit by an access to that *highway*.
- 5.7 For half *highways*, no benefit will be deemed to accrue to an adjacent property *owner* where such *owner* will be required to construct the other half of the *highway* when he develops his property.

Water

- 5.8 The *Developer* shall design the *water system* to meet the requirements of the *Municipality* and shall base the *water system* on the ultimate distribution network.
- 5.9 *Benefiting lands* for water mains shall include those *parcels* which are immediately adjacent to the new water main and which could benefit by a service *connection* without further extension of the *Municipal water system*.
- 5.10 For properties designated for single family use in the *Official Community Plan (OCP)*, the *benefiting* area shall be that part of the *parcel* adjacent to the water

main for a depth of one minimum sized *parcel* as provided for in the *Zoning Bylaw*.

Storm Sewer

- 5.11 *Benefiting lands* shall comprise all *developable property* fronting the new *drainage system* extension required to be installed as part of the *development* that can connect without further extension of the *Municipal drainage system*.
- 5.12 The total catchment area shall be used to design the *drainage system*.
- 5.13 The catchment and *benefiting lands* shall be determined using sound engineering practice and available contour and topographical information.

Sanitary Sewer

- 5.14 *Benefiting lands* shall comprise all *developable property* fronting the new *sanitary sewer system extension* required to be installed as part of the *development* that can connect by gravity and without further extension of the *Municipal sanitary sewer system*.
- 5.15 The total catchment area shall be used to design the *sanitary sewer system*.
- 5.16 The catchment and *benefiting lands* shall be determined using sound engineering practice and available contour and topographical information.
- 5.17 The design of the *sanitary sewer system* shall also take into consideration any areas which can reasonably be expected to pump into the catchment area.

COST ESTIMATES

- 6.1 The detailed cost estimates shall be based upon the minimum standards required by the *Subdivision and Development Servicing Bylaw* for utility for the land use designation of the proposed *subdivision or development*.
- 6.2 The detailed cost estimates shall be signed and sealed by the *Engineer*.
- 6.3 The costs of *excess services* for *water system, drainage system, or sanitary sewer system* shall be calculated by multiplying the length of the services by the difference in the unit cost of materials only between the required service and minimum size service.
- 6.4 The costs of *excess service* for *highways* shall be proportional to the increase in the width of the *highway*.
- 6.5 The costs of *extended services* shall be based on the minimum length of service required to service the *Developer's* land in accordance with the Bylaw.
- 6.6 The costs of the *extended services* shall include:
- (a) Construction costs for the extension, excluding service *connections*;
 - (b) An allowance of 12% of the construction costs to cover engineering design and inspection costs; and
 - (c) Any land or *right-of-way* acquisition costs.
- 6.7 The costs of the *extended services* shall not include:
- (a) Cost of *connection*;
 - (b) Costs of any excess capacity where such cost is covered by a Cost Sharing Agreement; and
 - (c) Financing costs.
- 6.8 The detailed cost estimates shall show the estimates of the cost of the *extension* based on the difference in the material costs only and the cost of the *extension*.
- 6.9 If the *Approving Officer* considers that the estimated costs of the *extension* are unreasonable, the *Approving Officer* may have an estimate prepared for the *Municipality* at the *Municipality's* cost.
- 6.10 If there are extra costs for *extension* which are not detailed in the initial detailed cost estimates, but are required, the additional costs must be certified by an *Engineer* and agreed to by the *Municipality*.

FINANCIAL

- 7.1 *Latecomer charges* are payable at the time of the application for a *connection* to a service for which a *latecomer charge* was imposed.
- 7.2 A *subdivision* or *building permit application* is deemed an *application* for *connection*.
- 7.3 If the *owner* of a *parcel* within the *benefiting lands* applies for *subdivision* or *development* prior to the issuance of the *Certificate of Substantial Performance* for the services to which the *latecomer charges* apply, the *Municipality* will collect the *latecomer charges* and hold the funds in trust pending the issuance of the *Certificate of Substantial Performance*.
- 7.4 The *Municipality* shall not collect *latecomer charges* after the *Latecomer Agreement* has expired or when all *excess or extended services* costs as set out in the *Latecomer Agreement* have been paid to the *Developer* by the *Municipality*.
- 7.5 The total amount paid to the *Developer* shall not exceed the total estimated cost of the *excess or extended services* plus the accumulated interest.
- 7.6 The interest shall be calculated annually at the rate prescribed in the *Subdivision and Development Servicing Bylaw* from the date of the issuance of the *Certificate of Substantial Performance*.
- 7.7 The *Municipality* shall pay the *Developer* the interest collected for each *latecomer charge* paid.

**District of Hope
Subdivision and Development Servicing Bylaw
Latecomer Policy
Schedule A -1
Application for Cost Sharing**

Municipal Project Number: _____
Legal Description: _____
Developer: _____
Owner, if not the same as *Developer*: _____
Developer's Engineer: _____
Contractor: _____
Servicing Agreement No: _____

We/I make application to enter into a cost sharing agreement with the District of Hope (the "*Municipality*") for the installation described as:

(Type of Installation: *Highway/ Water/ Drainage/ Sanitary Sewer*) (Please circle)

We/I shall be responsible to arrange for the design and installation of the *works and services* according the requirements of the *Municipality*. We/I shall work with the *Municipality* to determine the amount of the installation to be paid by the *Municipality* and the amount for which we/I am responsible.

I understand that the amount to be paid shall be full compensation for the excess capacity required by the *Municipality* and that all costs associated in any way whatsoever with this installation which are in excess of the above amount shall be my responsibility to pay.

Signature: _____
Name: _____
Firm Name (if applicable) _____
Address: _____

Date:

Application Fee included Yes/No Amount:

**District of Hope
Subdivision and Development Servicing Bylaw
Latecomer Policy
Schedule A - 2
Supplementary Information for Application for Cost Sharing**

Municipal Project Number: _____
Legal Description: _____
Developer: _____
Owner, if not the same as *Developer*: _____
Developer's Engineer: _____
Contractor: _____
Servicing Agreement No: _____

The following items are attached and form part of the *Application* for Cost Sharing:

- Yes or No Exhibit A – Map of *benefiting lands* and proposed main for cost sharing
- Yes or No Exhibit B – List of Addresses subject to the *Latecomer Charge*
- Yes or No Detailed cost estimates signed by the *Developer's Engineer*
- Yes or No Calculation of *equivalent service connections* or *equivalent frontage*
- Yes or No Engineering design drawings

**District of Hope
Subdivision and Development Servicing Bylaw
Cost Sharing Agreement
Schedule A-3**

Municipal Project Number: _____
Legal Description: _____
Developer: _____
Owner, if not the same as Developer: _____
Developer's Engineer: _____
Contractor: _____

Between the District of Hope (the "*Municipality*") and
 (name) _____
 (Address) _____ (the "*Developer*")

The *Municipality* agrees to pay the amount of \$ _____ towards the installation described as:

Both parties agree that the above amount paid shall be full compensation for the excess capacity required by the *Municipality* and that all costs associated in any way whatsoever with this installation which are in excess of the above amount shall be the full responsibility of the *Developer* to pay.

Both parties agree that the above amount shall be paid as follows:

- (a) 50% upon issuance of the *Certificate of Substantial Performance*
- (b) 50% upon receipt of the "Record" Drawings.

Both parties agree that it is the sole responsibility of the *Developer* to arrange for the design and installation of the works according the requirements of the *Municipality*.

For Corporate Body	Signed, Sealed and Delivered) The Corporate Seal of) _____) Was hereunto affixed in the presence) Of: _____) Name: _____) Title: _____)	Seal
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For Private Individual	Signed, Sealed and Delivered) by the above named in the presence of) (witness):) Signature: _____) Name: _____) Address: _____)	_____ Signature of Owner
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For the District of Hope	Signed, Sealed and Delivered) The Corporate Seal of the District) of Hope was hereunto affixed in) the presence of) Mayor: _____) Clerk: _____)	Seal
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District of Hope
Subdivision and Development Servicing Bylaw
Latecomer Policy
Schedule B
Equivalent Service Connection Calculation

OCP Designation	Zoning	Equivalent Service Connection per Hectare of Land			
		Water	Drainage	Sanitary Sewer	Highways
Agricultural	AG-1; RU-1	0.5	7	0.5	0.5
Country Residential	CR-1	2	9	2	2
Single Family Residential	RS-1	10	10	10	10
Multi Family Residential	RT-1; RM-1	26	12	16	18
Downtown	CBD	38	16	22	250
Neighbourhood Commercial	C-1; C-4	38	16	22	250
Highway Commercial	C-2; C-3; C-5	38	16	22	250
Industrial	I-1; I-2; I-3; I-4; I-5; I-6	38	16	22	6
Parks and Recreation	P-1	38	16	49	15
Public and Community	P-2; RRA-1	38	16	49	15
	Comprehensive Development	As established by the zone	As established by the zone	As established by the zone	As established by the zone

For *development* that includes mixed uses, the more onerous requirement for the *Equivalent Service Connection Calculation* shall apply.

THE DISTRICT OF HOPE
SUBDIVISION AND DEVELOPMENT SERVICING

EXCESS OR EXTENDED SERVICES
LATECOMER CHARGES
POLICY

POLICY – EXCESS OR EXTENDED SERVICES – LATECOMER CHARGES

- 1) The terms defined in the *Latecomer* Manual shall apply to this policy.
- 2) This policy shall apply where the *Municipality* has required a *developer* to provide a *highway* or *water, sanitary sewer, or drainage systems* that serve land other than the land being *subdivided* or *developed*.
- 3) When this policy is applied, a *developer* may wish to apply to *Council* for cost-sharing of a *highway, water system, drainage system* or *sanitary sewer system extension*.
- 4) Where *Council* decides that the proposed *extension* creates an excessive burden for the *Municipality*, the applicant shall pay all the costs of the *extension* and at the applicant's request the *Municipality* and the applicant may enter into a *Latecomer Agreement* in accordance with this policy.
- 5) Under the *Latecomer Agreement*, the *Municipality* shall impose a charge on subsequent *owners* who obtain physical access to, connect to, or benefit from the *extension*. Such charge shall be paid to the *Municipality* who shall, in turn, pay the *Developer* on an annual basis.
- 6) The *Municipality* may pay the cost of *oversizing water, drainage* or *sanitary sewer systems* or the provision of additional *works and services* not required by the *Subdivision* and *Development Servicing Bylaw*, subject to funding availability and other *Council* policy.
- 7) The *Developer* shall not be eligible for *latecomer* benefits on any *oversizing* component of the system extensions that are paid for by the *Municipality*.
- 8) Where the *Municipality* shares the costs for *oversizing* works or additional works, reimbursement shall be based on the provisions of this policy.
- 9) The cost of the *extension* used to determine the *latecomer charges* shall be based on the estimated costs of the extension required to serve the *Developer's* land in accordance with the standards prescribed in the *Subdivision* and *Development Servicing Bylaw*.
- 10) As certified by a Professional *Engineer*, and as agreed to by the *Approving Officer*, the estimated cost of the *extension* shall only include the following:
 - a) Land or *rights-of-way* acquisition costs;
 - b) Current construction costs for the eligible works;
 - c) Design and inspection costs for the *extension*; and
 - d) Additional construction costs not provided for in the above categories.

- 11) The *Approving Officer* reserves the right to have an estimate prepared for the *Municipality* and to substitute that estimate for the estimated costs submitted by the *Developer* which the *Approving Officer* believes are unreasonable.
- 12) Where land dedication or statutory *rights-of-way* are required for the construction of any portion of the system to be *extended*, only such acquisition costs which are incurred outside the applicant's land shall be added to the total cost of providing the *extension*.
- 13) Within the *benefiting lands* of a *Latecomer Agreement*:
 - a) The *highway Latecomer Agreement* charge per metre of *equivalent frontage* shall be calculated from the costs of the *extension*, determined in the above clauses, divided by the total amount of *equivalent frontage* as set forth in Schedule B of the *Latecomer Manual*; and
 - b) The water, storm sewer and sanitary sewer *latecomer charge* per *equivalent service connection* shall be calculated from the costs of the *extension* determined in the above clauses, divided by the total amount of the *equivalent service connections*, as set forth in Schedule B of the *Latecomer Manual*.
- 14) All *latecomer charges* collected by the *Municipality* shall be paid annually to the *Developer* within 30 days following the anniversary date of the issuance of the *Certificate of Substantial Performance*.
- 15) No payment shall be made by the *Municipality* after the *Latecomer Agreement* has expired.
- 16) The total amount paid to any *Developer* under the *Latecomer Agreement* during the entire term of the Agreement shall not exceed the total cost of the extension plus accumulated interest.
- 17) All lands that were connected to the *Municipal* system prior to a *Latecomer Agreement* are exempt from the *latecomer charges* except where new or larger *connections* are applied for.
- 18) An *owner* who already had an existing *connection* to a *highway*, or already fronted a *Municipal* main of adequate size and capacity for the intended land use prior to the date of a *Latecomer Agreement* is exempt from all payments for those works that were already connected, unless the property is *developed* to a higher density or the *parcel* was serviced by on-site servicing.
- 19) The number of exempt properties shall be taken into account when calculating the number of potential *equivalent service connections* or the total amount of *equivalent frontage*.

- 20) The interest rate prescribed in the *Subdivision and Development Servicing Bylaw* shall apply to the *latecomer charges*.
- 21) The accumulation of interest shall be compounded annually on the anniversary date of the *Certificate of Substantial Performance*.
- 22) An *owner* within the *benefiting lands* shall pay, at the time of application for *connection*, a *Latecomer Charge* equal to the *unit latecomer charge*, multiplied by
 - a) for *highway Latecomer Agreements*, the total *equivalent frontage* of all of the lands that front and/or *flank* the *latecomer highway*;
 - b) for storm *latecomers*, the total *parcel* area that drains to the storm extension;
 - c) for sanitary or water *Latecomer Agreements* in single family areas, the total number of *parcels* that connect to the extension as determined in Schedule B of the *Latecomer Manual*;
 - d) for sanitary or water *Latecomer Agreements* in multi-family areas, the total number of *units* that connect to the extension as determined in Schedule B of the *Latecomer Manual*
 - e) for sanitary or water *Latecomer Agreements* in commercial, industrial, and institutional areas, the number of *equivalent service connections* determined by multiplying the developable land area by the number of *equivalent service connections* per hectare as set out in Schedule B of the *Latecomer Manual*.
- 23) The term of the *Latecomer Agreement* shall not exceed 10 years; however, the *Latecomer Agreement* shall become null and void when all *extension* costs plus interest have been collected and paid to the *Developer*.
- 24) No provision of this policy shall be deemed to exempt any land from payment of frontage taxes, *development* cost charges, or any like charges or fees imposed by any bylaw of the *Municipality*.
- 25) No provision of this policy shall be deemed to be held to limit or restrict the *Council* from exercising full jurisdiction and control over the operations of the extended *Municipal* system, nor shall it exempt any person receiving service thereby from any regulation, order, or bylaw of the *Municipality*.
- 26) If a *developer* has entered into a *Servicing Agreement*, a *Highway Use Permit*, or *Development Agreement*, or has commenced construction of works prior to the *application* for cost-sharing agreement or a *Latecomer Agreement*, he shall be deemed to have forfeited his right to receive *latecomer* benefits.
- 27) The *Administrator* is authorized to adopt any procedure which implements this policy.

EXCESS OR EXTENDED SERVICES – AREA LATECOMER PAYMENTS FOR SANITARY SEWER PUMP STATIONS AND FORCE MAINS

1. This policy shall apply where the *Municipality* has required a *developer* to provide a sanitary pump station and force main that serves land in addition to the land being *subdivided* or *developed*.
2. Where this policy applies, a *developer* may apply to *Council* for cost-sharing of a *highway*, water, storm sewer or *sanitary sewer system extension*.
3. The Works shall be defined as the sanitary pump station and necessary force main.
4. Where *Council* decides that the proposed *extension* creates an excessive burden for the *Municipality*, the applicant shall pay all the costs of the Works and, at the applicant's request, the *Municipality* and the applicant shall enter into a *Latecomer Agreement* in accordance with this policy.
5. Where the *Council* decides to frontend the works, the *Municipality* shall enter into a *Latecomer Agreement* in accordance with this policy.
6. Under the *Latecomer Agreement*, the *Municipality* shall impose a charge on subsequent *owners* who obtain benefit from the Works.
 - 6.1 Such charge shall be paid to the *Municipality*, who will in turn, pay the *Developer* on an annual basis.
7. The *Municipality* may pay the costs of *oversizing* the works, or the provision of additional works not required by the *Subdivision* and *Development Servicing Bylaw*, subject to funding availability and policy.
 - 7.1 The *developer* shall not be eligible for *latecomer* benefits on any *oversizing* component of system extensions paid for by the *Municipality*.
 - 7.2 Where the *Municipality* cost-shares for *oversizing* or additional works, reimbursement shall be based on this policy.
8. The cost of the works used to determine the *latecomer charges* shall be based on the actual cost of the works required to serve the *Developer's* land in accordance with the standards prescribed in the *Subdivision* and *Development Servicing Bylaw*.
 - 8.1 As certified by a *Professional Engineer* and as agreed to by the *Approving Officer* the estimated cost of the *extension* shall only include the following:
 - a) land or *rights-of-way* acquisition costs;
 - b) actual construction costs for the eligible works;
 - c) an allowance of 15% of the construction costs to cover *engineering* design and inspection costs for the works;
 - d) additional construction costs not provided for in the above clauses;

- 8.2 The *Approving Officer* reserves the right to request three public tender prices for costs submitted under this section.
9. Where land dedication or statutory *rights-of-way* are required for the construction of any portion of the system, only such acquisition costs which are incurred outside the applicant's land shall be added to the total cost of providing the *extension*.
10. Within the *benefiting lands* of a *Latecomer Agreement*, the sanitary pump station and force main *latecomer charge per equivalent service connection* shall be calculated from the costs of the work determined in Section 6 of the *Latecomer Manual*, divided by the total amount of *equivalent service connections* as set forth in Schedule B of the *Latecomer Manual*.
11. All *latecomer charges* collected by the *Municipality* shall be paid annually to the *Developer* within 30 days following the anniversary date of the issuance of the *Certificate of Substantial Performance*.
- 11.1 No payment shall be made after the *Latecomer Agreement* has expired.
- 11.2 The total amount paid to any *Developer* under the *Latecomer Agreement* during the entire term of the Agreement shall not exceed the total cost of the extension plus accumulated interest, minus the *Developer* share of the costs as determined in Section 15.
12. All lands that were connected to the *Municipal* system prior to a *Latecomer Agreement* are exempt from *latecomer charges*.
13. The number of exempt properties shall be taken into account when calculating the number of potential *equivalent service connections*.
14. The *latecomer charges* shall be escalated by an interest rate prescribed in the *Subdivision and Development Servicing Bylaw*.
- 14.1 The accumulation of interest shall be compounded annually on the anniversary date of the completion of the *extension*.
15. An *owner* within the *benefiting lands* shall pay, at the time of the application for *connection*, a *latecomer charge* equal to the *unit latecomer charge*, multiplied by:
- 15.1 for the sanitary sewer pump station and force main *Latecomer Agreements* servicing single family areas and multi-family areas, the total number of *parcels* that connect to the extension as determined in Schedule B of the *Latecomer Manual*
- 15.2 for the sanitary sewer pump station and force main *Latecomer Agreements* servicing commercial, industrial, and institutional areas, the number of *equivalent service connections* determined by multiplying the developable land area by the number of *equivalent service connections* per hectare as set forth in Schedule B of the *Latecomer Manual*.

16. The term of the *Latecomer Agreement* shall not exceed 10 years; however, the *Latecomer Agreement* shall become null and void when the costs of the Works plus interest have been collected and paid to the *Developer*.
17. No provision of this policy shall be deemed to exempt to any land from payment of frontage taxes, *development* cost charges or any like charges or fees imposed by any bylaw of the *Municipality*.
18. No provision of this policy shall be deemed to be held or limit or restrict the *Council* from exercising full jurisdiction and control over the operations of the extended *Municipal* system, nor shall it exempt any person receiving service thereby from any regulation, order or bylaw of the *Council*.
19. The *Approving Officer* is authorized to adopt a procedure which implements this policy.
20. The terms used in the policy shall be as defined by the *Latecomer Manual*.