



# REGIONAL DISTRICT OF NORTH OKANAGAN

## POLICY NO. ENG 001

PROCEDURE FOR PROCESSING LATECOMER AGREEMENTS	
Approval Date:	Approved by the Board of Directors July 8, 2010
Amendment Date(s):	

### PURPOSE

To identify the procedure for the processing of latecomer agreements in the Regional District of North Okanagan.

### PROCEDURES

#### LATECOMER PROCEDURE FOR EXTENDED AND EXCESS WATER SERVICES

This policy applies when an owner provides extended or excess water service for a subdivision or development.

1. Excess or extended service is that portion of water service that serves land other than the land being subdivided or developed.
2. Where Latecomer charges are determined applicable by the Regional District of North Okanagan (RDNO) according to this policy, the charges will be determined and imposed by written agreement with the RDNO.
3. An administration fee will be charged for Latecomer Agreements. The amount will be specified in the Greater Vernon Water Utility Rates Imposition Bylaw.
4. In accordance with *Local Government Act* (LGA), if the owner is required to pay all or part of the costs of excess or extended services for water, the RDNO must:
  - 4.1 Determine the proportion of the cost that it considers constitutes the excess or extended service,
  - 4.2 Determine which part of the excess or extended service that it considers will benefit each of the parcels of land that will be served by the excess or extended service, and

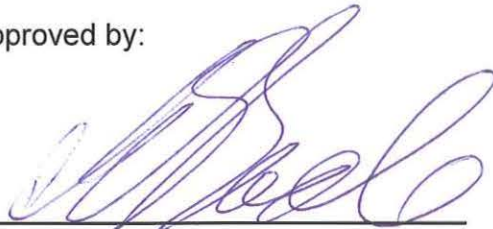
- 4.3 Impose, as a condition of an owner connecting to or using the excess or extended service, a charge related to the benefit to each parcel.
5. Prior to approvals being given for a subdivision, Building Permit or development which includes excess or extended water services, the developer will be requested to enter into a written Latecomer Agreement with the RDNO.
6. The Latecomer Application will be based on the estimated cost of the excess or extended water service and will be signed prior to start of construction.
7. Cost estimates and actual costs shall be certified by a Professional Engineer registered in the Province of British Columbia.
8. The RDNO Manager, Utilities or the General Manager, Engineering shall represent the RDNO in consultation with the owner of the land being subdivided, developed, or built upon.
9. Upon substantial completion of the works, a Latecomer Agreement will be completed, as required, to reflect the actual costs of the excess or extended water services. The Latecomer Agreement will contain, but is not limited to:
  - 9.1 The name(s) of the developer / owner who incurred the capital cost,
  - 9.2 The per unit charge for each service provided,
  - 9.3 The interest rate to be charged, and
  - 9.4 The anniversary date of the charge. The Latecomer charge is to be imposed for the period beginning when the excess or extended services were completed.
10. The Latecomer Agreement charges shall be collected by RDNO as follows:
  - 10.1 The time of application of a Building Permit, or
  - 10.2 The time of making a connection, or
  - 10.3 The time of subdivision where the property being subdivided requires to be serviced.
11. The date of substantial completion will be the date that a substantial completion certificate is issued by the RDNO.
12. The cost of providing an extended or excess service shall only include the cost of the mainline and associated mainline appurtenances and fixtures,

design and inspection and rights-of-way acquisition costs and specifically excludes any service lines and associated appurtenances between the mainline and any property line.

13. The cost of providing an extended service shall be apportioned to the benefiting parcels that will be directly served from the subject mainline (including the parcel being subdivided or developed that necessitated the installation of the extended service). Where feasible, each benefiting property shall be apportioned a Latecomer charge based on the potential equivalent development units of the subject parcel.
14. All the costs for Frontender and Latecomer shall be certified by a Professional Engineer registered in the Province of British Columbia.
15. All Latecomer charges collected by the RDNO will be paid annually to the developer (Frontender) within sixty (60) days following the anniversary date of the completion of the extension.
16. The total amount paid to any owner (Frontender) under the Latecomer Agreement during the entire term of the Agreement shall not exceed the total cost of the Latecomer excess or extended services costs plus the accumulated interest.
17. The cost of providing an extended or excess service and the list of benefiting parcels shall be determined by a registered Professional Engineer on behalf of the owner who installed the extended service and as agreed to by the RDNO.
18. An existing parcel with an existing service connection may be reconnected to a new service without a Latecomer charge; however, future subdivision or development requiring connection to the new service will be subject to a charge as a benefiting parcel. Where the new service connection represents a new or different source of water, the Latecomer charge will apply.
19. The RDNO will collect a Latecomer charge from the owner of a benefiting parcel with interest calculated annually at a rate established in the Greater Vernon Water Utility Rates Imposition Bylaw, as amended, payable for the period beginning when the excess or extended services were completed, up to the date that the connection is made.
20. The term of the Latecomer Agreement shall be for a period of fifteen (15) years. Latecomer charges will not be collected after the term of the Latecomer Agreement has expired.

21. Latecomer charges are payable by the owner of a benefiting parcel as part of any connection fee payable prior to the installation of a new connection to the excess or extended service mainline or prior to the issuance of a permit for development or subdivision.
22. The RDNO is authorized to adopt a procedure which implements this policy.
23. All processing of Latecomer Agreements must be in compliance with Section 939 of the *Local Government Act* and the Latecomer Procedure Manual.

Approved by:



General Manager, Engineering



Date



# **Water Latecomer Procedure Manual**

April 2010  
Approved by the Board of Directors  
July 7, 2010

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## 1.0 DEFINITIONS

**“Benefiting Lands”** are lands deemed by the Regional District of North Okanagan to benefit from an *extended service*, other than the lands being subdivided or developed.

**“Consulting Engineer/Consultant”** is the professional engineer of record hired by the *developer* to design and inspect the construction of the *extended services*.

**“Designated Use”** is the land use at the time of calculation of the *latecomer charges* as designated by the current most detailed version of the Official Community Plan or by the Zoning Bylaw, whichever provides for the highest land use.

**“Developable Property”** is the gross area of a *parcel* less any portion dedicated for a highway or other public use and less any portion which can not be developed for the designated use due to topographical or other constraints.

**“Developer/Frontender”** is the person who undertakes the installation of *excess* or *extended services*, and executes the *latecomer agreement*.

**“Equivalent Development Units (EDUs)”** are the number of equivalent single family residential units that a property is deemed to have. The total number of equivalent development units for a property is calculated based on Appendix “B” and the total developable area of the property.

**“Excess Service”** is the oversizing built into the water system in order to provide excess capacity to service properties other than the land being subdivided or developed.

**“Exempt/Excluded Lands”** are lands that directly front the extended water services, but which cannot be assessed a *latecomer charge* as determined by Regional District of North Okanagan. These lands may include, but are not limited to, Federal, Provincial, First Nations and Railway lands, also lands that have previously paid a cash *in-lieu* of construction contribution.

**“Extended Service”** is a water system that is being installed by a *developer* to service his own property but which also extends the immediate capability of being serviced to other adjacent or abutting properties.



**“Latecomer”** is the registered owner of lands benefiting from the construction of the *extended services*.

**“Latecomer Charge”** is a charge imposed on *benefiting lands* which will be collected by the Regional District of North Okanagan as a condition of a *latecomer* connecting to or using *extended services*.

**“Minimum Size”** is the size of a Regional District of North Okanagan water system as required by the Subdivision and Development Bylaw in the absence of any *excess service*.

**“Non-Benefiting Lands”** are lands that benefit from the *extended service*, but which have been previously developed or have no future development potential. These lands may include, but are not limited to, ALR lands, dedicated parks, environmental protected lands and *excluded lands* as determined by the Regional District of North Okanagan.

**“Parcel”** is any lot, block or other area in which land is held or into which land is subdivided, including strata lots created by strata plan.

**“Servicing Agreement”** is an agreement pursuant to the Subdivision and Development Bylaw for the installation of services by the *developer*.

**“Substantial Completion”** is substantial completion of construction in accordance with the provisions of the “Subdivision and Development Bylaw” as certified by the Regional District of North Okanagan.

**“Utility Extension”** is the extension of a water system not related to subdivision or development of land.

**“Waived Lands”** are lands that benefit from the *extended services* but the *developer* has chosen to waive or eliminate from the *latecomer charges*.





## 2.0 GENERAL

- 2.1 This policy outlines the procedures to be followed for the processing of water *latecomer charges*. See Appendix "A" for a flow chart of the *latecomer* process.
- 2.2 This policy applies to *excess* or *extended services* required as part of the subdivision or development process, building permit process and to the extension of water systems where utility extensions are permitted by Bylaw.
- 2.3 *Latecomer charges* do not apply to services or portions of services which are included in the Regional District of North Okanagan Water Development Cost Charge program.
- 2.4 A *parcel* with an existing service connection or highway access will be reconnected to the new service without charge. However, any additional development potential will be included in the calculation of *benefiting lands*, and any further development will be subject to *latecomer charges*. *Parcels* with on-site servicing, such as a well, shall not be entitled to this free connection.
- 2.5 Appendix "B" provides guidelines for the determination of *benefiting lands*.
- 2.6 Building construction pursuant to the Subdivision and Development Bylaw will not be issued for works and services which are the subject of a *latecomer charge* until the *latecomer* agreement (Appendix "G" to this policy) and the Servicing Agreement have been executed.
- 2.7 Before the Regional District of North Okanagan will execute a *latecomer* agreement with the *developer*, the *developer* must pay a *latecomer* agreement administration fee to the Regional District of North Okanagan in the amount prescribed in the Water Utility Rates Imposition Bylaw.



## 3.0 LATECOMER PROCESS

### 3.1 Application

- 3.1.1 *Developer/Consulting Engineer* requests the Regional District of North Okanagan to evaluate their project for a possible *latecomer* agreement.
- 3.1.2 Regional District of North Okanagan confirms that the *developer* must build the extended water system and that the works are not in the Greater Vernon Water Service Area development cost charge program.
- 3.1.3 The *developer* applies for a *latecomer* agreement by paying the *latecomer* administration fee and submitting the signed *latecomer* application (Appendix C – Schedule "A"), *latecomer* sketch (Appendix D – Schedule "B"), *latecomer* rate calculation (Appendix E – Schedule "C"), and *latecomer* summary table (Appendix F – Schedule "D").
- 3.1.4 The *latecomer* work sketch shall be provided in the following format:
- a) 1:2500 Legal and contour map;
  - b) Show *excess* or *extended service* in a bold manner;
  - c) Each sheet shall be clearly labelled indicating:
    - Front-ender *developer*
    - Project Number
    - Scale
    - *Engineer Consultant* Professional Seal and Signature
    - Date
  - d) *Benefiting lands* including *frontender* lands and *waived lands*;
  - e) *Non-benefiting lands* including previously developed lands, non-developable lands and *exempt/excluded lands*; and
  - f) Plans will be attached to the *latecomer* application and ultimately the *latecomer* agreement.
- 3.1.5 Where a *developer* provides *excess* or *extended services*, the *developer* will:
- a) Determine the proportion of the cost of providing the water 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) Determine a charge related to the benefit determined under paragraph 3.1.5 b).

3.1.6 The costs of *excess services* for water systems shall be determined by multiplying the length of the service by the difference in the unit cost of materials only between the required service and the *minimum size* service.

3.1.7 A *latecomer* charge may be imposed for *excess service*. Where *developers* qualify for cost sharing of *excess service* for existing utility customers the Regional District of North Okanagan may be able to pay the *excess service* portion out of budgeted funds. Where sufficient funds for cost sharing are not available in the Regional District of North Okanagan budget, the development may be deemed by the Regional District of North Okanagan to be premature and a latecomer for *excess service* may be considered.

3.1.8 The costs of *extended services* shall be based on the *minimum size* of service required to serve the *developer's* land in accordance with the Subdivision and Development Bylaw. The cost of the *extended services* shall include the estimated construction cost only and shall not include:

- a) Cost of connections;
- b) Costs of any *excess* capacity; and
- c) Financing costs.

3.1.9 The estimated costs of the *extended service* shall be calculated by the *developer/consultant*. These costs will be reviewed by the Regional District of North Okanagan Manager of Utilities or the General Manager of Engineering. Should the costs not be acceptable to the Regional District of North Okanagan, the *developer* may be required to call a public tender at his cost, in a form acceptable to the Regional District of North Okanagan, to determine the appropriate costs.

3.1.10 The cost of *extended services* as determined in clause 3.1.8 and 3.1.9 shall be apportioned to *benefiting parcels* by means of *Equivalent Development Units (EDUs)*, derived from Appendix "B".

3.1.11 The water system shall be designed to meet the requirements of the Regional District of North Okanagan and be based on the ultimate distribution network.



- 3.1.12 For comprehensive developments providing mixed residential and non-residential uses, the procedure outlined in clause 3.1.10 shall be applied on a pro-rated basis.

### 3.2 Approval

- 3.2.1 Regional District of North Okanagan will advise the *developer* of approval of the *latecomer* application and ensure that the *latecomer* agreement is referenced in the *developer's* servicing agreement or other form of contract entered into between the Regional District of North Okanagan and the *developer*.

### 3.3 Implementation

- 3.3.1 Following the *developer* constructing the *extended services* the *consultant/engineer* re-submits to the Regional District of North Okanagan as-built *latecomer* works sketch (Schedule "B") and certifies Schedules "C" and "D".
- 3.3.2 Regional District of North Okanagan prepares the *latecomer* agreement, complete with the certified schedules, and forwards the agreement to the *developer* for execution.
- 3.3.3 The certificate of *substantial completion* will not be released by the Regional District of North Okanagan until the *latecomer* agreement is signed and returned to the Regional District of North Okanagan.

### 3.4 Collection

- 3.4.1 *Latecomer charges* will be collected by the Regional District of North Okanagan for a period of up to fifteen (15) years from the date of *substantial completion*.
- 3.4.2 Interest shall be calculated annually at a rate prescribed by Bylaw and shall be calculated from the date of *substantial completion*. Interest collected shall be paid to the *developer* with each *latecomer charge* paid.
- 3.4.3 A *latecomer* agreement shall become null and void on the earlier of the 15<sup>th</sup> anniversary of the date of *substantial completion* or when all *excess* or *extended service* costs, as estimated by the Regional District of North Okanagan, have been paid to the *developer*.



3.4.4 *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.

3.4.5 An executed *latecomer* agreement does not become effective until the date of *substantial completion*. In the event that a benefiting *parcel* applies for subdivision or development prior to *substantial completion*, the *latecomer charges* will be collected by the Regional District of North Okanagan and held in trust pending *substantial completion*.

### 3.5 Reimbursement

3.5.1 The Regional District of North Okanagan, on an annual basis, will forward to the *developer latecomer charges* collected up to the maximum of the net recovery costs specified in the *latecomer* agreement, plus interest, to the end of the term of the agreement fifteen (15) years from the date of the agreement).

3.5.2 *Latecomer charges* shall be paid to the developer by the Regional District of North Okanagan by mail to his last known address. The *developer* is responsible for notifying the Regional District of North Okanagan of any change of address. The *developer* may not assign to another party his right to receive *latecomer charges*. Should *latecomer* payments be returned due to a failure on the part of the *developer* to notify the Regional District of North Okanagan 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.

3.5.3 The total amount paid to the *developer* shall not exceed the total estimated cost of the *excess* or *extended services* plus accumulated interest.



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## 4.0 TRACKING

1. The *latecomer* properties will be flagged by the Regional District of North Okanagan with the certified *latecomer charge* based on the *latecomer* summary table – Schedule "D".



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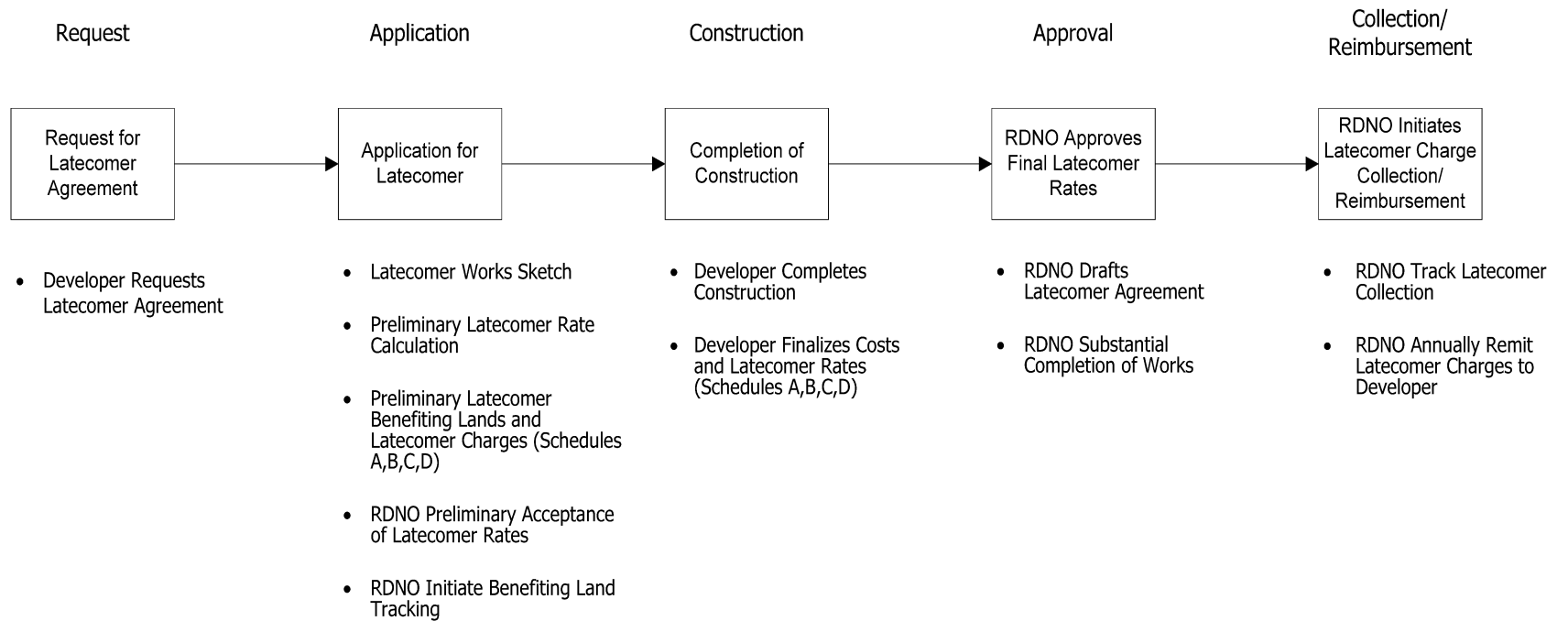
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# APPENDIX A

## Latecomer Process Flowchart

## Latecomer Process

### APPENDIX "A" TO LATECOMER POLICY



Notes: RDNO = Regional District of North Okanagan





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# APPENDIX B

## Equivalent Water Services Connection

**APPENDIX "B"**  
**TO LATECOMER POLICY**

**EQUIVALENT DEVELOPMENT UNITS**  
**(Per Hectare)**

<b>Land Use Designation</b>	<b>Water</b>
Single Family	12
Low-Medium Density Res. (<44 units/ha)	20
High Density Res. (>44 units/ha)	34
Single Family <sup>(2)</sup>	8
Low-Medium Density Res. (<44 units/ha) <sup>(2)</sup>	13
High Density Res. (>44 units/ha) <sup>(2)</sup>	22
Commercial	22
Light Industrial	28
Heavy Industrial	43
Institutional	24

**NOTES:**

1. Appendix "B" is a table of *Equivalent Development Units (EDUs)*, for various land use designations or zoning categories, to be used in the calculation of the total number of EDUs for any given *parcel* of land. The basis for the table is the calculations in Table B-1 of this Appendix.
2. EDUs are established on the basis of net developable land and provide for the removal of road and park dedication.
3. EDUs when calculated for a parcel are always rounded out to the nearest whole number.

**TABLE B-1  
TO APPENDIX "B"**

**CALCULATION OF EQUIVALENT DEVELOPMENT UNITS (EDUs)**

**WATER**

Land Use Designation (Note 1)	Assumed Units/ha (Note 2)	Maximum Daily Demand (l/ca/day) (Note 2)	Assumed Persons/ Unit (Note 3)	Water Use/ha (Note 3)	Fire Flow (l/s) (Note 4)	Fire Flow Factor (Note 5)	Equivalent Water Use (Note 6)	Water Factor (Note 7)	Water EDU/ha (Note 8)
Single Family	12	1800	3.00	0.75	60	1.00	1.75	1.00	12
Low-Medium Density Res. (<44 units/ha)	35	1800	2.00	1.46	90	1.50	2.96	1.69	20
High Density Res. (>44 units/ha)	60	1800	2.00	2.50	150	2.50	5.00	2.86	34
Single Family <sup>(2)</sup>	12	500	3.00	0.21	60	1.00	1.21	0.69	8
Low-Medium Density Res. (<44 units/ha) <sup>(2)</sup>	35	500	2.00	0.41	90	1.50	1.91	1.09	13
High Density Res. (>44 units/ha) <sup>(2)</sup>	60	500	2.00	0.69	150	2.50	3.19	1.83	22
Commercial	1	56000	31.11	0.65	150	2.50	3.15	1.80	22
Light Industrial	1	70000	38.89	0.81	200	3.33	4.14	2.37	28
Heavy Industrial	1	110000	61.11	1.27	300	5.00	6.27	3.58	43
Institutional	1	850000	47.22	0.98	150	2.50	3.48	1.99	24

**NOTES:**

1. Assumed land use densities estimated due to variation between communities within the Regional District of North Okanagan (RDNO) area.
2. Maximum daily demand based on 500 l/ca/day for residential areas with a separate irrigation supply. For all other residential land use the maximum daily demand based on 1800 l/ca/day.  
  
Water demand for industrial, commercial based on l/ha/day average flow from the RDNO Water Standards increased by a factor of 2 to represent maximum not minimum flow.
3. Based on RDNO Water Standards. Industrial, commercial and institutional value based on l/ha/day average flow divide by 1800.
4. Based on RDNO Water Standards, commercial and industrial increased to an urban standard.
5. Fire flow factor is relative to the single family demand.
6. Value based on water use plus fire flow factor.
7. Value calculated by dividing the total water use for each land use by the single family water use.
8. Based on number of single family units per ha.



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# APPENDIX C

## Latecomer Application (Schedule "A")

SCHEDULE "A"  
WATER LATECOMER APPLICATION

Date: \_\_\_\_\_

Land Development Project No.: \_\_\_\_\_

**Developer:** Name \_\_\_\_\_  
Address \_\_\_\_\_  
Phone No. \_\_\_\_\_  
Contact \_\_\_\_\_

**Consultant:** \_\_\_\_\_

**Summary:** Total Latecomer Costs \_\_\_\_\_  
Total Benefiting Frontage \_\_\_\_\_  
Latecomer Rate \_\_\_\_\_

**Signature:** Professional Engineer of Record \_\_\_\_\_  
Name Signature  
Developer \_\_\_\_\_  
Name Signature

- Schedules:**
- B Latecomer Graphic
  - C Latecomer Rate Calculation
  - D Latecomer Summary Table

**Notes:**

The Regional District of North Okanagan will consider entering into a Water Latecomer Agreement subject to:

- Conformance with the Regional District of North Okanagan Latecomer Manual.
- Approval by the Regional District of North Okanagan Utility Manager or General Manager of Engineering.
- Completion of the works to the satisfaction of the RDNO, and submission of final certified scope of work and costs prior to issuance of the Substantial Completion.

- The entering into a Latecomer Agreement with the RDNO.



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# APPENDIX D

Latecomer Works  
(Sketch – Schedule “B”)



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# APPENDIX E

## Latecomer Rate Calculation (Schedule "C")



**APPENDIX "E"**  
**TO LATECOMER POLICY**

**SCHEDULE "C-1"**  
**LATECOMER RATE CALCULATION**

**EQUIVALENT WATER DEVELOPMENT UNITS PER PARCEL**

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

Project Number: \_\_\_\_\_

No.	Legal Description Benefiting Parcel	Tax Roll No.	Designated Use	Area in Ha	EDUs per Ha	EDUs per Parcel
1.						
2.						
3.						
4.						
5.						
6.						
7.						
8.						
9.						
10.						
11.						
12.						
13.						
14.						
15.						

**APPENDIX "E"**  
**TO LATECOMER POLICY**

**SCHEDULE "C-2"**  
**LATECOMER RATE CALCULATION**

**COST/EDU FOR EXTENDED SERVICE**

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

Project Number: \_\_\_\_\_

Service: \_\_\_\_\_ Reference Plan Sheet: \_\_\_\_\_

A.	Total extended service cost as per attached detailed estimate.	\$
B.	Total EDUs for extended service (from Schedule "C-1") (includes Developer's lands)**	
C.	Extended service cost/EDU (A/B)	\$

**NOTE:**

\*\* For this Schedule only, **Total EDUs** shall include the Developer's lands.



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# APPENDIX F

## Latecomer Summary Table (Schedule "D")





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# APPENDIX G

## Example Latecomer Agreement

APPENDIX "G"  
TO LATECOMER POLICY

FILE NO.

REGIONAL DISTRICT OF NORTH OKANAGAN  
LATECOMER AGREEMENT

THIS AGREEMENT made the                day of    , 20    ;

BETWEEN:

(hereinafter called the "Developer")

OF THE FIRST PART

AND:

THE REGIONAL DISTRICT OF NORTH OKANAGAN on behalf of the REGIONAL DISTRICT OF NORTH OKANAGAN, having its offices at 9848 Aberdeen Road, Coldstream, in the Province of British Columbia, V1B 2K9.

(hereinafter called the "RDNO")

OF THE SECOND PART

WHEREAS:

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

(hereinafter called the "said lands")

for                use;

- B. The RDNO has required the Developer to install or provide certain extended services in connection with the proposed development which may serve land other than the said lands.
- C. The RDNO does not have sufficient funds to make a contribution toward the cost of the said extended services.

- D. The RDNO 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 Developer.

**NOW THEREFORE**, in consideration of the premises and the mutual covenants and agreements herein 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 RDNO's SUBDIVISION AND DEVELOPMENT BYLAW and LATECOMER POLICY.
2. The determination of latecomer charges shall be in accordance with the RDNO's Latecomer Policy.
3. The extent of the 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 extended services as certified by the RDNO Manager of Utilities or General Manager of Engineering.
5. The maximum total latecomer charge imposed by the RDNO for each extended service shall be:
  - (a) Water System \$\_\_\_\_\_

The actual total latecomer charge imposed by the RDNO will depend on the number of Equivalent Development Units developed on the benefiting lands during the time that the agreement is in force.

6. This Agreement shall become null and void upon the earlier of the 15<sup>th</sup> anniversary of the date of substantial completion of the extended services or when the total Latecomer charges pursuant to clause 5, plus interest, have been made.
7. The RDNO shall collect from the latecomers within the benefiting 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. The connection of a single family dwelling on a parcel designated for a future higher use shall be considered a special case of a phased development and dealt with in accordance with the Latecomer Policy.
8. The latecomer charges shall be collected by the RDNO at the time the latecomer applies to connect to or use the extended service installed by the Developer, and shall be collected between the date of substantial completion and fifteen (15) years thereafter.
9. The RDNO shall pay any collected latecomer charges to the Developer within the time specified in the RDNO's Latecomer Policy at the address of the Developer as set forth in this Agreement or at such other address as the Developer may provide, by Registered Mail. If the said payments are returned to the RDNO and if after three years the said payments remain unclaimed by the Developer, the RDNO shall treat the payments received and all future sums collected and required to be paid under this Agreement as unclaimed money in accordance with applicable legislation.

10. The Developer covenants and agrees that there are no financial agreements or arrangements by which owners of land within the benefiting area as listed on Exhibit "2" have contributed or will be contributing to the cost of the extended services which are the subject of this Agreement.
11. The RDNO accepts no liability in the event that latecomer charges cannot be collected for any reason.
12. In the case that the Developer fails to complete the construction of the 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.
13. **IT IS MUTUALLY UNDERSTOOD**, agreed and declared by and between the parties hereto that:
  - (a) the RDNO 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 RDNO 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 the 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 ensure 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.

THE CORPORATE SEAL OF:  
REGIONAL DISTRICT OF NORTH OKANAGAN  
By its authorized signatories

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Regional District of North Okanagan, General  
Manager, Engineering

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Regional District of North Okanagan Utilities,  
Manager

THE CORPORATE SEAL OF:

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Authorized Signatory

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Authorized Signatory

**TOTAL LATECOMER CHARGE PER PARCEL**

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

Project Number: \_\_\_\_\_

Legal Description of Benefiting Parcels	Roll No.	Water
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
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