

	PROCEDURE MANUAL	
	LATECOMER PROCEDURE	
Type:	Authority:	Approved By:
<input checked="" type="checkbox"/> Procedure	<input checked="" type="checkbox"/> Administrative	<input type="checkbox"/> Chief Administrative Officer
Office of Primary Responsibility: Engineering, Park & Environment, and Corporate Services		
Date Adopted: 06/03/2023		

Definitions:

The following definitions shall apply to the City of Langley Latecomer Policy and Procedures, as amended from time to time.

“Applicant”

means an owner of land who undertakes the design and construction of Excess and/or Extended Services.

“Benefiting Lands/Benefiting Area”

means lands, other than the Frontender’s Lands, Waived Lands, and Excluded Lands that have subdivision/development potential, and in the City Engineer’s sole opinion and in accordance with the City’s Latecomer Policy will obtain physical access to, connect to, front or benefit from an Excess or Extended service.

“Council”

means the duly elected officials of the City, being the Mayor and Councilors.

“Council Policy”

means Policy statements that provide strategic direction on programs and services delivered by the City which impact or affect citizens or customers, and/or Policy statements that require Council’s approval because of legislative or regulatory requirements.

“City”

means the City of Langley.

“City Engineer”

means the Director of Engineering, Parks & Environment or that person’s designate.

“Consulting Engineer”

means a registrant, as defined in Section 5 of Schedule 1 of the Professional Governance Act, hired by the Applicant to design and inspect the construction (i.e., Field Review) of the Excess or Extended Services.

“DCCs”

means Development Cost Charges which are levied against developments pursuant to the City of Langley Development Cost Charges Bylaw, 2010, No. 2845, as amended or replaced from time to time, to offset some of the costs related to provision of infrastructure.

“Developer”

means the Owner, or the Owner’s duly authorized agent of land being subdivided or developed.

“EDU”

means Equivalent Development Units, being the number of equivalent single family residential units that a property is deemed to have. The total number of EDUs for a property is calculated in accordance with City’s Development and Subdivision Servicing Bylaw for more information.

“Excess Service”

means the oversizing built into a sanitary sewer system in order to provide excess capacity to service Benefiting Lands. A service is not considered to be oversized if it does not exceed the minimum size as defined in the City’s Design Criteria Manual, as amended, even though it may be capable of servicing parcels other than the lands being subdivided or developed. A sanitary sewer pump station and/or forcemain system will be considered to provide Excess Service.

“Excluded Lands”

are lands that directly front the Excess or Extended Services, but which cannot be assessed a Latecomer fee as determined by the City Engineer. These may include, but are not limited to, Federal, Provincial, First Nations and Railway lands, plus lands that have previously paid a cash-in-lieu of construction contribution.

“Extended Service”

means a Highway, water, sanitary or storm sewer system that is not an Excess Service (oversized) but in the opinion of the City Engineer is capable of extending its service to Benefiting Lands that are adjacent to or fronting the service.

“Field Review”

is a professional obligation mandated in section 7.3.3 of the Bylaws of Engineers and Geoscientists BC and further described in the EGBC’s [Guide to the Standard for Documented Field Reviews During Implementation or Construction](#) and applies to those engineering projects that have been designed by the Consultant Engineers in the City.

Field reviews must be completed during the construction, implementation, testing, or commissioning of Works and Services related to the regulated practice by a Professional of Record, or a subordinate under the professional’s direct supervision, in a manner that is appropriate to the level of risk that has been assessed through a documented Risk Assessment.

“Frontender Land”

means land that is to be subdivided or developed by an Applicant.

“Highway”

means:

- A roadway which provides direct access to Benefiting Lands and may include pavement structure, active transportation, curb and gutter, sidewalk; and
- A roadwork within a roadway (that provides direct access to Benefiting Lands) which facilitates road safety to the Benefiting Lands connected to that roadway and may include:
 - Traffic signals;
 - Undergrounding BC Hydro;
 - Streetlighting;
 - Traffic calming measures;
 - Lighting; and
 - Paint marking.

“Latecomer”

means an owner of Benefiting Lands.

“Latecomer Agreement”

means an agreement between the City and an Applicant regarding the collection of Latecomer Charges for an Excess or Extended Service.

“Latecomer Charge”

means a charge imposed on Benefiting Lands by the City Engineer, which will be collected by the City as a condition of a Latecomer connecting to or using Excess or Extended Services, or on execution of a Servicing Agreement for the Benefiting Lands.

“Minimum Size”

means minimum allowable size, as set in the City’s Design Criteria Manual, as amended, for water, sanitary sewer, or storm sewer system.

“Non-Benefiting Lands”

are lands that directly front the Excess or Extended services, but which have been previously developed or in the opinion of the City Engineer have no development potential within the foreseeable future. These may include, but are not limited to, ALR lands, dedicated parks, environmental protected lands, and excluded lands as determined by the City.

“OCP”

means the City of Langley Official Community Plan Bylaw, 2021, No. 32000, as amended from time to time.

“Owner”

means an Owner or Owners of land undertaking subdivision/development.

“Parcel”

means any lot, block or other area in which land is held into which the land is subdivided, including strata lots created under the Strata Property Act.

“Policy”

means general statements or guidelines that are high-level in nature, as opposed to being operationally oriented, which direct a plan, course of action or decision, according to a standard or performance outcome.

“Required Service Size”

means the minimum size of a sanitary pipe required to service the Frontender Land and all other parcels in the City under the OCP designated land use Scenario. In all cases, the Required Service Size shall meet the minimum allowable pipe size (i.e., 200 mm), as per the City’s Design Criteria Manual.

“Servicing Agreement”

means an agreement pursuant to the City of Langley Subdivision and Development Servicing Bylaw, 2021, No. 3126, as amended, or the Local Government Act for the installation of services by the Developer.

“Substantial Completion”

means, except for minor deficiencies, the completion of construction of an Excess or Extended Service in accordance with the provisions of:

- City of Langley Subdivision and Development Servicing Bylaw, 2021, No. 3126, as amended;
- City’s Design Criteria Manual, as amended; and
- MMCD.

A certificate of Substantial Completion is issued by the City Engineer.

“Trail”

means an improved public pathway that is often a part of a park or environmentally significant area and is proposed as Trail in the OCP or the Parks, Trail and Bicycle Plan.

“Waived Lands”

are lands within the Benefitting Area, that the Applicant has chosen to waive or eliminate from Latecomer Charges.

“Works and Services”

means any public service, facility or utility which is required under the Subdivision and Development Servicing Bylaw, as amended, plus what is described in the City’s Design Criteria Manual, including, without limitation services, facilities, systems or utilities: the supply and distribution of water for domestic use and fire hydrant system; collection and disposal of sanitary sewage; collection and

disposal of surface drainage and other waters; grading, erosion and sediment control; streetlighting; Highways; Roadways; curbs; gutters; sidewalks; Trails; traffic control signs and devices; Roadway markings; Landscaping; supply and installation of electrical power plant and communications plant; and all incidental associated works.

GENERAL:

1. This Procedure provides information on the required process for determining and collecting Latecomer Charges, as per the City of Langley Latecomer Policy CO-82.
2. All Latecomer Agreements are subject to the approval of the City Engineer. The City Engineer may approve variations in these procedures to address special specific site circumstances.
3. The following sections provide more details on the required procedures to implement the Latecomer Policy in the City.

REVIEW/ELIGIBILITY

1. The Applicant requests a Latecomer Review for their Works and Services.
2. City Engineer reviews application and determines whether the cost of Works and Services, in the opinion of the City Engineer, is excessive and hence the Applicant is providing Excess and/or Extended Services.
3. If there are Excess or Extended Services, the Applicant's Consulting Engineer is notified that they will be required to submit plans, schedules, calculations, and estimates in accordance with the requirements outlined in Section 5.0 (Technical Process) of this policy.
4. Application proceeds to preliminary approval stage.

APPLICATION PROCESS

Applicant's Consulting Engineer submits detailed engineering plans, estimates, and Schedules 1 through 5 as explained hereafter:

1. The engineering detailed drawings for each Service (sanitary, storm, water, or Highway) shall be provided in the following format:
 - Drawing scale, as depicted in the City's Design Criteria Manual.
 - Excess and/or Extended Services shall be clearly indicated in bold and use heavy lines on the plan.
 - Each Service, i.e., sanitary, storm, water, or Highways shall be shown on a separate drawing.
 - For Excess Services, the catchment area must be defined for sanitary sewer service.
 - Benefiting Lands, Non-Benefiting Lands, Excluded Lands, and Waived Lands clearly shown and labeled for each Service.
2. Construction drawing specifications for each Service shall follow the requirements outlined in the City's Design Criteria Manual, and include;
 - Subdivision/Development name;

- City Project number (available at the Engineering Services upon request);
 - Service shown, i.e., storm, sanitary, water, or Highway;
 - Whether Service is Excess, Extended, or both;
 - Schedule Number for each Service:
 - Schedule 1A** Excess/Extended sanitary sewer Service drawing;
 - Schedule 1B** Extended storm sewer Service drawing;
 - Schedule 1C** Extended watermain Service drawing; and
 - Schedule 1D** Extended Highway Service drawing.
3. The Excess vs. Extended Services arial distribution within the Benefiting Area shall be shown on a map for each Service.
 4. Professional Registrant's seal and signature, engineering firm's Permit to Practice Number, and the Responsible Registrant's signature.
 5. The Applicant shall identify the designated land use, as per the City's OCP, for each parcel of land located in the Benefiting Area and determine the EDU per parcel using the available EDU table in the City's Development and Subdivision Servicing Bylaw, as amended.
 6. Each Benefitting Land's designated land use and its EDU shall be listed in Excel Spreadsheet Tables:
 - Schedule 2A** Benefitting Lands EDUs (Excess/Extended sanitary sewer Service);
 - Schedule 2B** Benefitting Lands EDUs (Extended storm sewer Service);
 - Schedule 2C** Benefitting Lands EDUs (Extended water Service); and
 - Schedule 2D** Benefitting Lands EDUs (Extended Highway Service).

Notes: In the event that current zoning of a parcel allows a higher density of land use than that designated under the OCP, the OCP designation which would be consistent with the current zoning shall be used.
 7. Exemptions pursuant to Section 3.6 of the City's Latecomer Policy CO-82 herein shall be taken into account when determining Benefiting Lands.
 8. The Applicant's Consulting Engineer shall use Schedule 2A, 2B, 2C, and 2D to determine the estimated Excess/Extended Service costs per EDU. This calculation shall be shown on the (Schedule 3):
 - Schedule 3A** (Excess/Extended service cost per EDU for Sanitary Sewer Service)
 - Schedule 3B** (Extended service cost per EDU for Storm Sewer Services)
 - Schedule 3C** (Extended service cost per EDU for Water Services)
 - Schedule 3D** (Extended service cost per EDU for Highway Services)

Note: Any credits given to the Applicant for DCCs pursuant to Section 3.5 of the City's Latecomer Policy CO-82 shall be first deducted from the estimated cost of the

Excess/Extended Services to determine the Applicant's net cost for Excess/Extended Services.

9. Using the information determined in this section, the Applicant shall distribute the Latecomer Charge for each Service to parcels within the Benefiting Area. These calculations (i.e., EDU from Schedule 2 X Cost/EDU from Schedule 3) shall be shown in Schedule 4 (Excess/Extended Service Latecomer Charges).

Schedule 4A (Distribution of Excess/Extended Service Latecomer Charges for Sanitary Sewer Services)

Schedule 4B (Distribution of Extended Service Latecomer Charges for Storm Sewer Services)

Schedule 4C (Distribution of Extended Service Latecomer Charges for Water)

Schedule 4D (Distribution of Extended Service Latecomer Charges for Highway Services)

10. The Applicant shall tabulate the total Latecomer Charges for every Benefitting Land in **Schedule 5** (i.e., summation of sanitary, storm, water, and Highway Latecomer Charges from Schedule 4):
11. The Applicant shall submit the Schedules 1 to 5 to the City Engineer for review and shall make such corrections as may be required by the City Engineer and resubmit the schedules to the satisfaction of the City Engineer.
12. City Engineer reviews the information submitted, makes corrections as required and returns the plans and/or Schedules to the Consulting Engineer for revisions and resubmission.
13. Applicant's Consulting Engineer submits the revised detailed engineering plans with Schedules 1 through 5 to the satisfaction of the City Engineer.
14. The City Engineer authorizes the imposition of Latecomers Charges.
15. The Applicant must, at their sole cost and expense, connect all Parcels which are connected to a municipal service that will be replaced by an Excess or Extended Service, to the replacement Excess or Extended Service.

APPROVAL PROCESS

1. City Engineer approves the submission and references the Latecomer application in the Servicing Agreement.
2. Latecomer Agreement is prepared and executed with the Applicant. Schedules 1 through 5 are attached to the Agreement. A copy of Agreement is filed in the City's Tempest filing System (under the Frontender Land's folder in Tempest).
3. The Latecomer Agreement comes into force and effect.
4. Tempest file for individual Benefitting Lands is created/updated to identify property's Latecomer Charge and its expiration date.
5. The City Engineer will transfer Schedule 5 information in the City's Tempest filing system for all Benefitting Lands.

6. The City Engineer will also prepare **Schedule 6** in the City's Tempest filing system for all Benefitting Lands. This file will keep a record of each Latecomer's payment history.
7. From this point on, when a developer applies for subdivision/development approval, the City Engineer checks the Tempest file to see if Latecomer Charges are applicable.

CONSTRUCTION

1. Permission to construct, pursuant to the City's Latecomer Policy, will not be issued for Excessive/Extended Services until the Latecomer Agreement and Servicing Agreement have been executed.
2. Applicant completes installation of Services and submits "Record Drawings (i.e., As-built drawings) to the City Engineer.
3. City Engineer reviews and accepts the Record Drawings, and issues certificate of Substantial Completion for the works.

LATECOMER COLLECTION/REIMBURSEMENT

1. City Engineer checks Schedule 5 in the Tempest filing system when a subdivision/development application is submitted to verify whether the property is a Latecomer.
2. The Latecomer Charges shall be levied against Benefitting Lands as calculated in Schedule 5 regardless of the actual number of dwelling units or their equivalent being developed by the Latecomer, or the portion of his property actually connected.
 - For phased developments, Latecomer Charges will be prorated to reflect only the area being developed in each phase.
3. City's Corporate Services Department adds interest charges and collects the Latecomer Charges in the form of a certified cheque before execution of a Servicing Agreement with a Latecomer.
4. The City's Corporate Services shall update Schedule 6 in the City's Tempest filing system.
5. The City's Corporate Services shall issue a receipt of payment to the Latecomer, as shown in **Schedule 7** and save the receipt in the City's Tempest filing system.
6. Corporate Services Department forwards the charges collected to the Applicant, or anyone to whom they have assigned their right to collect Latecomer Charges, on or before the end of June 30th of that year. If the Applicant cannot be located, the collected Latecomer Charges are held in trust until end of the fifteen-year period.
7. Steps 1 through 6 are repeated until all Latecomer Charges are collected or the fifteen-year period expires.

Attachments:

Appendix A: Guidelines for Determination of Benefitting Areas

Appendix B: Guidelines for the Determination of Excess vs. Extended Sanitary Sewer Service

Appendix C: Template for Latecomer Agreement

Schedule 1: Servicing Plans

Schedule 2: Equivalent Development Units (EDU) Per Parcel

Schedule 3: Calculation of Excess Cost Per EDU

Schedule 4: Excess/Extended Latecomer Charge per Service for Each Benefitting Land

Schedule 5: Total Excess/Extended Latecomer Charges Per Each Benefitting Land

Schedule 6: Individual Benefitting Land Latecomer Record

Schedule 7: Summary of Latecomer Charges Collected and Disbursed

APPENDIX "A"

GUIDELINES FOR DETERMINATION OF BENEFITING AREAS

1. General

These guidelines will provide the general approach to establishing Benefiting Areas. Site specific situations may require variations to these general guidelines.

The total actual area of each Benefiting Land shall be used to assign EDUs in Schedule 2.

2. Excess Services:

2.1 *Sanitary Sewer System:*

- Benefiting Area for Excess Sanitary Sewer Services shall comprise all properties in the gravity catchment area, which are serviced by a pipe or pipes which are sized in excess of 200 mm in diameter or by a sewage pump station and forcemain system.

3. Extended Services

3.1 *Sanitary Sewer System:*

The Benefiting Area for Extended sanitary sewer Services shall comprise those properties which directly front the main and are located within the catchment area of the main.

3.2 *Storm Sewer System:*

The Benefiting Area for Extended storm sewer Services shall comprise those properties which directly front the main and are located within the catchment area of the main.

3.3 *Watermains*

The Benefiting Area for Extended water Services shall comprise the total actual area of all parcels which directly front the watermain(s) and which are capable of being serviced by it.

In the case where a pressure zone boundary traverses a property, only the portion of the abutting property located in the same pressure zone as the main shall be considered to be benefiting, unless the City Engineer deems that the portion of the property located outside the pressure zone could reasonably be serviced via a pressure reducing station or a booster pump station.

3.4 *Highways*

- The Benefiting Area for Extended Highway Services shall comprise the total actual area of:
 - All parcels fronting the road and are capable of obtaining physical access to the road; and
 - Other parcels that in the opinion of the City Engineer will benefit directly from implementing it.

In all cases, the City Engineer shall finalize the boundaries of a Benefiting Area.

- The Benefiting Area, at the minimum, is comprised of one block of the road for which the Extended Highway Service is implemented.
- For clarity, where a Developer builds a half road only, there will be no benefit deemed to accrue to properties located on the other side of the road.

APPENDIX "B"

GUIDELINES FOR THE DETERMINATION OF EXCESS VS. EXTENDED SANITARY SEWER SERVICE

General

A single pipe can be either Excess, Extended, or both. If a pipe is oversized but has no potential for connections to properties directly fronting the pipe, then it is purely an Excess Service. Conversely, if the pipe is not oversized in the sense that the Applicant would be required to install that size of pipe purely to service his own property, but there is some residual capacity in the pipe due to minimum sizing requirements or due to the discrete nature of available pipe sizes, and there are properties which directly front the pipe and could potentially connect to it, then the pipe would be purely an Extended Service.

Per the City's Design Criteria Manual, the minimum allowable size for a sanitary sewer pipe is 200 mm. Although it is quite usual that a sanitary pipe with an absolute minimum size has capacity to service properties other than the Developer's lands, such a pipe will not be considered an Excess Service.

In all cases, the Applicant's Consulting Engineer shall first size the required sanitary pipe(s) to service Frontender Land (i.e., Required Service Size) through conducting a hydraulic modeling exercise.

The City Will conduct the modeling exercise at the cost of the Applicant. The City's sanitary sewer model includes several scenarios; representing the system performance in different years. The closest model year scenario to the time that a subdivision/development application is submitted will be used to determine what the Required Service Size for the Frontender Land is.

The City will also run its sanitary model for its built-out scenario (this is when all the parcels with potential subdivision/development are built out in the future) to determine the pipe size that the Applicant shall need to construct. A sanitary pipe is considered an Excess Service, if this size is larger than the Required Service Size.

Where a sanitary pipe is oversized (i.e., greater than the Required Service Size) to service a catchment area outside the Frontender Land, and there are properties in this catchment area which directly front the pipe and could connect to it, then the pipe is both Extended and Excess. In this case, properties fronting the sanitary pipe would benefit from the oversizing as well as from the ability to directly connect to it.

Determination of Excess Service:

In the case of an Excess sanitary sewer Service, all the parcels in the sanitary catchment areas with potential for subdivision or development will be the Benefiting Lands.

Where the Applicant installs a sanitary pump station or forcemain, the entire work shall be considered Excess Services and the cost per EDU shall be calculated using the pump station and/or forcemain catchment area.

Determination of Extended Service:

In the case of an Extended sanitary sewer Service, only those properties which front the sanitary pipe and can directly connect to it will be deemed to benefit from an Extended sanitary sewer Service.

APPENDIX "C"

TEMPLATE FOR LATECOMER AGREEMENT

THIS AGREEMENT made this XX day of Month, 20XX:

BETWEEN:

Add Applicant's name and Civic address here

(hereinafter called the '*Developer*')

OF THE FIRST PART

AND

CITY OF LANGLEY, a Municipal Corporation duly incorporated under the laws of the Province of British Columbia, with offices at 20399 Douglas Crescent, Langley, British Columbia

(hereinafter called the '*City*')

OF THE SECOND PART

WHEREAS

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

LOT XX DISTRICT LOT XX NEW WEST DISTRICT PLAN XXXXX

(hereinafter called the '*said lands*')

for (Multi-Family Residential - replace with the type of development) use,

which said lands are held in trust for the *Developer* XXX. as nominee, agent and bare trustee of the *Developer*.

B. Pursuant to a servicing agreement dated day, month, 20XX entered into between the City and the *Developer*, the City has required the *Developer* to install or provide certain Excess or Extended Services in connection with the

proposed *Subdivision/Development* which may provide access to or serve land other than the said lands.

- C. The City does not have sufficient funds to make a contribution towards the cost of all the said Excess or Extended Services.
- D. The City intends to provide for the collection of a share of the construction cost of the required Excess or Extended services from the *owners* of other lands who may connect to or use the said Excess or 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 City's currently enacted *Development and Subdivision Servicing Bylaw* and adopted Latecomer Policy, as amended.
- 2. The determination of Latecomer Charges shall be in accordance with the City's adopted Latecomer Policy.
- 3. The extent of the Excess or Extended Services upon which the Latecomer Charges are determined shall be as shown on **Schedule '1'** attached hereto.
- 4. This agreement shall take effect as of the date of signing this Latecomer Agreement for the Excess and/or Extended Services, as certified by the *Director* of Engineering, Park and Environment.
- 5. The maximum total Latecomer Charge imposed by the City, exclusive of accrued interest, shall be as follows:
 - (i) Excess/Extended Service:
 - a. Sanitary system (Gravity, Forcemain, etc.) \$XXX,XXX.0
 - b. Storm system \$XXX,XXX.0
 - c. Water system \$XXX,XXX.0
 - d. Highway system \$XXX,XXX.0

The actual total Latecomer Charge imposed by the City will depend on the number of properties within the Benefiting Area which connect to or use the Excess or Extended Services during the time that this Agreement is in force.

- 6. This Agreement shall become null and void upon the earlier of the fifteenth (15th) anniversary of the date of signing this Latecomer agreement for the Excess or Extended Services, or when the total Latecomer Charges pursuant

to clause 5 herein, plus accrued interest, have been paid. The interest rate for this agreement has been set at **X.XX%** in accordance with the Development and Subdivision Servicing Bylaw, Introduction, Section 8.11.

7. The City shall collect from the Latecomers within the Benefiting Areas, the charges up to the amount recorded in **Schedule '5'** at the time the Latecomer applies to connect to or use the Excess or Extended Service. For phased *Subdivision/Development*, the charges will be prorated and collected in each phase.
8. The Latecomer Charges shall be collected by the City at the time the Latecomer applies to connect to or use the Excess or Extended Services installed by the *Developer* within the time this Agreement is in effect as described in clauses 4 and 7 herein.
9. The City shall pay any collected Latecomer Charges to the *Developer* within the time specified in the City's adopted Latecomer Policy at the address of the *Developer* set forth in this Agreement, or at such other address as the *Developer* may provide. If the said payments are returned to the City, they will be held in trust until the expiration of this Agreement, at which time the monies will be treated as unclaimed money in accordance with applicable legislation.
10. Should the *Developer* wish to assign his right to receive Latecomer Charges to others, he shall complete an Assignment or Transfer of Rights form pursuant to the City's adopted Latecomer Policy.
11. 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 Schedule 5 have contributed or will be contributing to the cost of the Excess or Extended Services which are the subject of this Agreement.
12. The City accepts no liability in the event that Latecomer Charges cannot be collected due to subsequent changes in design or catchment areas.
13. In the case that the *Developer* fails to complete the construction of Excess or Extended Services to the point where a Certificate of Completion is issued in accordance with the *Servicing Agreement* covering the works, this Agreement shall become null and void and be of no further force or effect.
14. It is MUTUALLY UNDERSTOOD, agreed and declared by and between the parties hereto that:
 - a. City 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 City in the exercise of its functions under any public or 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 have executed this Agreement.

EXECUTION DATE:

IN WITNESS WHEREOF the parties have executed this Agreement.

Developer by its authorized signatories:

Date: _____

Print Name: _____

In the presence of:

(witness):

Signature: _____

Name (please Print): _____

Address: _____

Occupation: _____

CITY OF LANGLEY by its authorized signatories:

Date: _____

Name and Professional Designation of the City Engineer

Director of Engineering, Parks & Environment (City Engineer)

In the presence of:

(witness):

Signature: _____

Name (please Print): _____

Address: _____

Occupation: _____

Attached Schedules for Appendix C

(as per City of Langley Latecomer Policy CO-82):

Schedule 1: Servicing Plans

Schedule 2: Equivalent Development Units (EDU) Per Parcel

Schedule 3: Calculation of Excess Cost Per EDU

Schedule 4: Excess/Extended Latecomer Charge per Service for Each Benefitting Land

Schedule 5: Total Excess/Extended Latecomer Charges Per Each Benefitting Land