

# LATECOMER CHARGE WAIVER AGREEMENT

File No. \_\_\_\_\_

THIS AGREEMENT dated the \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_.

## **BETWEEN:**

(hereinafter called the “Developer”)

OF THE FIRST PART

## **AND:**

THE CORPORATION OF THE CITY OF PORT COQUITLAM  
2580 Shaughnessy Street  
Port Coquitlam, BC V3C 2A8

(hereinafter called the “City”)

OF THE SECOND PART

## **WHEREAS:**

- a) The Developer is the owner of and proposes to develop certain lands and premises located with the City of Port Coquitlam, in the Province of British Columbia, and more particularly known and described as:

(hereinafter called the “said lands”)

for XXXX \* XXXX use;

- b) Such development is in accordance with the future plans of the City but is presently premature as a portion of the municipal Works and services required to be installed by the Developer to serve the proposed development may provide access to or serve land other than the said lands and thus may be eligible for a contribution towards the cost of such Works and services from the City or from the owners of other lands who may connect to or use the said Works and services, however, the City does not have sufficient funds, either on hand or anticipated from development cost charges, to make a contribution towards the cost of the said Works and

services, nor does the City at this time have a system in place to levy latecomer charges against the owners of other lands who may connect or use the said Works and services; and

- c) The Developer has voluntarily agreed to waive any right the Developer may have to a contribution toward the cost of such Works and services which are necessary to serve the proposed development of the said lands and has requested that the City enter into this Agreement with the Developer.

**NOW THEREFORE THIS AGREEMENT WITNESSETH** that in consideration of the premises and the covenants and agreements contained herein and the sum of One Dollar (\$1.00) now paid to the Developer by the City (the receipt and sufficiency where of is hereby acknowledged), and for other valuable consideration:

1. The developer hereby waives, relinquishes and abandons any right which the Developer now has or may at any time hereafter have for any contribution from the City or any other person toward the Developer's cost of installing Works and services described in Schedule "A" as attached and shown on Engineering Drawings (hereinafter called the "said Works").
2. The Developer hereby releases and forever discharges the City its officers, employees, elected officials, servants, agents, successors and assigns from all manner of actions, causes of action, suits, debts, dues, accounts, bonds, covenants, contracts, claims and demands whatsoever against the City which the Developer ever had, now has or hereafter may have by reason of the installation of the said Works by the Developer with no contribution toward the cost of the said Works by the City or any other person and, without limiting the generality of the foregoing, by reason of the failure by the City to impose or collect any latecomer charges from the owners of any lands which may connect to or use the said Works.
3. **IT IS MUTUALLY UNDERSTOOD**, agreed and declared by and between the parties hereto that:
  - a) The City has made no representations, covenants, warranties, guarantees, promises or agreements (oral or otherwise) with the Developer in relation to the subject matter of this agreement other than those contained in the 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 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.

At the request and pursuant to the Agreement with:

\_\_\_\_\_ (The Developer) dated the \_\_\_\_\_ of \_\_\_\_\_, 200\_\_\_\_, BE IT RESOLVED that the Works and services described in the aforesaid Agreement and installed by the said:

\_\_\_\_\_. (The Developer) in connection with the development of the lands described as:

are hereby conclusively deemed to be for the sole benefit of those lands and that none of the cost of providing the said Works and services shall constitute “excess or extended services” as defined by Section 990 of the Local Government Act.

**IN WITNESS WHEREOF** the Developer has hereunto set his hand and seal and the City has hereunto affixed its Corporate Seal, attested by the hands of its officers duly authorized in that behalf, the day and year first written above.

**THE CORPORATE SEAL OF** )

)

\_\_\_\_\_ )  
was hereunto affixed in the presence of: )

c/s

)

)

)

\_\_\_\_\_ )  
Authorized Signatory )

)

)

\_\_\_\_\_ )  
Title )

)

)

**SIGNED, SEALED, AND** )  
**DELIVERED by the above named in** )  
**the presence of:** )

)

)

)

\_\_\_\_\_ )  
Witness )

)

)

\_\_\_\_\_ )  
Address )

\_\_\_\_\_  
DEVELOPER(S) - Sign Here

)

)

\_\_\_\_\_ )  
Occupation )

)

**The Corporate Seal of THE** )  
**CORPORATION OF THE CITY OF** )  
**PORT COQUITLAM was hereunto** )  
**affixed in the presence of:** )

c/s

)

)

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\_\_\_\_\_ )  
Mayor )  
Authorized Signatory )

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\_\_\_\_\_ )  
City Clerk )  
Authorized Signatory )

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