

Bill No. 156  
2019

By-law No. A.-\_\_\_\_\_ - \_\_\_\_

A by-law to approve and execute a Development Charges deferred payment agreement between The Corporation of the City of London and the Italian Seniors' Project, and to authorize the Mayor and City Clerk to execute the agreement.

WHEREAS Section 27(1) of the *Development Charges Act, 1997*, S.O. 1997, c.27 provides that a municipality may enter into an agreement with a person who is required to pay a development charge providing for all or any part of a development charge to be paid before or after it would otherwise be payable;

NOW THEREFORE the Municipal Council of The Corporation of the City of London enacts as follows:

1. The Development Charges deferred payment agreement to be entered into between The Corporation of the City of London and the Italian Seniors' Project, attached as Schedule 1 to this by-law, is approved.
2. The Mayor and the City Clerk are authorized to execute the agreement approved under Section 1 above.
3. This by-law comes into force and effect on the day it is passed.

PASSED in Open Council on April 23, 2019.

Ed Holder  
Mayor

Catharine Saunders  
City Clerk

First Reading – April 23, 2019  
Second Reading – April 23, 2019  
Third Reading – April 23, 2019

## **SCHEDULE 1**

### **DEVELOPMENT CHARGE DEFERRED PAYMENT AGREEMENT**

THIS AGREEMENT made this            day of            , 2019.

**BETWEEN:**

ITALIAN SENIORS PROJECT

(hereinafter referred to as the “Applicant”)

-and-

THE CORPORATION OF THE CITY OF LONDON

(hereinafter referred to as the “City”)

**WHEREAS** the Applicant has represented to the City that the lands described in Schedule “A” hereto (the “Lands”) are owned by it, as stated in the Solicitor’s Certificate attached to this Agreement as Schedule “B”;

**AND WHEREAS** the Applicant intends to construct a residential development consisting of “affordable housing” units, with government funding that cannot be accessed until after construction of the units has commenced;

**AND WHEREAS** pursuant to the City’s Development Charge By-law, a development charge is payable by the Applicant to the City at the time a building permit is issued for the housing units;

**AND WHEREAS** the *Development Charges Act, 1997* provides that a municipality may enter into an agreement with persons who are required to pay a development charge, to authorize that all or a portion of the development charge be paid before or after it would otherwise be payable;

**NOW THEREFORE IN CONSIDERATION OF** the foregoing, the parties agree as follows:

RECITALS

1. The Recitals are confirmed by the Parties to be correct and to constitute the basis for this Agreement.

REQUEST TO DEFER PAYMENT OF DEVELOPMENT CHARGE

2. The Applicant acknowledges its obligation to pay a development charge in accordance with Section 26 of the *Development Charges Act, 1997*. The Applicant has requested that it be permitted, pursuant to Section 27 of the *Development Charges Act, 1997*, to pay the development charge after it would otherwise be payable.

“DUE DATE” FOR PAYMENT PURSUANT TO THIS AGREEMENT

3. The Applicant hereby covenants and agrees that it will pay the applicable development charge to the City with interest, on or before May 31, 2020 (the “Due Date”).

ANTICIPATED DEVELOPMENT CHARGE

4. The anticipated amount of the development charge payable by the Applicant has been calculated on the basis of the following information:

Dwelling Type	Units (A)	Development Charges Rate (B)	Development Charges Payable (A) * (B)
Apartments < 2 Bedrooms	60	\$14,895	\$893,700.00
Demolition Credits			(\$106,674.40)
TOTAL			\$787,025.60

## **CALCULATION TO BE MADE AT TIME OF BUILDING PERMIT**

5. The actual amount of the development charge will be determined on the basis of prevailing rates and rules at the time a building permit is issued for the affordable housing units. If, before any building permit issues, the City's Development Charge By-law is amended or is repealed and replaced or the information set out above is revised, the applicable development charge will be revised to reflect these changes and the parties agree that this Agreement will apply to that revised information and amount. Once any building permit has been issued, the amount of the applicable development charge does not change.

## **REGISTRATION ON TITLE**

6. It is the intention of the parties that this Agreement create an interest in the Lands in favor of the City, to the extent of the deferred development charge identified herein. To this end, the parties intend that Notice of this Agreement, including its schedules, be registered on title to the Lands. The Applicant agrees to pay all costs associated with registration of Notice of this Agreement. If Notice of this Agreement is not accepted by the Registrar for registration, the parties agree that the site plan agreement under section 41 of the Planning Act for the residential development that is subject to the development charge, will make reference to the Agreement and its relevant particulars.

## **REMOVAL OF AGREEMENT FROM TITLE**

7. Once the Applicant has satisfied all provisions of this Agreement, the City shall not unreasonably withhold its consent to removal of Notice concerning this Agreement from Title and shall execute such documents as may be required.

## **COLLECTION OF CHARGES**

8. The Applicant acknowledges that if any amount owing to the City under this Agreement remains unpaid after the Due Date, the City may, in addition to any other rights it may have, add the unpaid amount to the tax roll for the Lands, without notice, and collect such amount in the same manner as property tax.

## **INTEREST ON AMOUNT OWING BEFORE DUE DATE**

9. The Applicant agrees to pay interest to the City at the rate of two point six percent (2.6%) per annum on the amount of the deferred development charge outstanding from time to time, from the date(s) these charges would have been payable under the Development Charges By-law, until the Due Date or the date the outstanding amounts are paid, whichever is earlier.
10. The Applicant agrees to pay interest after the Due Date at the rate of ten percent (10%) per annum on the amount outstanding from time to time, until all amounts, including accrued interest and charges, have been paid in full.
11. Notwithstanding the ability of the City to require the Applicant to pay interest, both before and after the Due Date, any amount owing under the terms of this Agreement, may, after the Due Date, be added to the tax roll and collected in the same manner as property tax. The City may use any other available method to collect amounts owing after the Due Date.
12. Any notices required or permitted to be given pursuant to the terms of this Agreement shall be given in writing sent by prepaid registered post, addressed in the case of notice given by the City, to:
- City Clerk  
The Corporation of the City of London  
P.O. Box 5035  
300 Dufferin Avenue  
London, ON N6A 4L9
- And in the case of notice given by the Applicant, to:
- Italian Seniors Project  
1109 Hamilton Road  
London, ON N5W 0A7

WARRANTY

13. The Applicant represents and warrants to the City as follows:
- 1. The Applicant is a corporation validly subsisting under the laws of Ontario and has full corporate power and capacity to enter in this Agreement; and
  - 2. all necessary corporate action has been taken by the Applicant to authorize the execution and delivery of this Agreement.

BINDING ON SUCCESSORS

14. It is agreed by and between the Parties hereto that this Agreement shall be enforceable by and against the Parties hereto, their heirs, executors, administrators, successors and assigns and that the Agreement and all the covenants by the Applicant herein contained shall run with the Lands for the benefit of the City.

IN WITNESS WHEREOF the Parties hereto have hereunto affixed their corporate seals duly attested by the hands of their proper signing officers in that behalf.

SIGNED, SEALED AND  
DELIVERED

)  
) ITALIAN SENIORS PROJECT  
)  
) \_\_\_\_\_ c/s  
) Name:  
) Title:  
) I have authority to bind the corporation.  
)  
)  
) THE CORPORATION OF THE CITY OF  
) LONDON  
)  
) \_\_\_\_\_  
) Mayor  
)  
) \_\_\_\_\_ c/s  
) City Clerk  
)

SCHEDULE "A"

**DESCRIPTION OF "LANDS"**

Part South ½ Lot 7, Concession B as in 565508; London, being PIN 08121-0190;

Part of Lot 7, Concession B, being Part 2 on Plan 33R-10209; London, being PIN 08121-0191

Part South ½ Lot 7, Concession B as in LT337283; London, being PIN 08121-0192

SCHEDULE "B"

**SOLICITOR'S CERTIFICATE**