

Bill No. 115  
2020

By-Law No. A.-\_\_\_\_\_ - \_\_\_\_\_

A by-law to approve and authorize a Development Charges Alternative Payment Agreement template to provide for the alternative payment of Development Charges for developments that qualify for deferred Development Charge payments made under Section 27 of the Development Charges Act, 1997 S.O. 1997, c. 27, as amended; and to delegate the authority to enter into such Agreements to the City Treasurer or delegate.

WHEREAS subsection 5(3) of the *Municipal Act, 2001*, S.O. 2001, c.25, as amended, provides that a municipal power shall be exercised by by-law;

AND WHEREAS sections 8, 9 and 10 of the *Municipal Act, 2001*, S.O. 2001, c.25, as amended, authorize a municipality to pass by-laws necessary or desirable for municipal purposes and, in particular, paragraph 3 of subsection 10(2) authorizes by-laws respecting the financial management of the municipality;

AND WHEREAS section 23.1 of the *Municipal Act, 2001*, S.O. 2001, c.25, as amended, authorizes a municipality to delegate its authority;

AND WHEREAS subsection 23.2(2) of the *Municipal Act, 2001*, S.O. 2001, c.25, as amended, authorizes a municipality to delegate quasi-judicial powers under the *Municipal Act, 2001* to an individual who is an officer, employee, or agent of the municipality;

AND WHEREAS the Municipal Council of The Corporation of the City of London deems it appropriate to pass a by-law to delegate an alternative payment agreement template for developments that qualify for deferred Development Charge payments made under Section 27 of the *Development Charges Act, 1997* S.O. 1997, c.27, as amended;

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

1. The Development Charges Alternative Agreement template to provide alternative payment agreements for developments that qualify for deferred Development Charge payment made under Section 27 of the Development Charges Act, 1997 S.O. 1997, c. 27, as amended substantially in the form, attached as Schedule "1" to this by-law and to the satisfaction of the City Solicitor is hereby authorized and approved.
2. The City Treasurer, or delegate, is hereby authorized to enter into and execute Development Charges Alternative Agreements authorized and approved in section 1 above.
3. This by-law comes into force on the day it is passed.

PASSED in Open Council on March 24, 2020.

Jesse Helmer  
Deputy Mayor

Catharine Saunders  
City Clerk

First Reading – March 24, 2020  
Second Reading – March 24, 2020  
Third Reading – March 24, 2020

**SCHEDULE 1**

**DEVELOPMENT CHARGES ALTERNATIVE PAYMENT  
AGREEMENT**

THIS AGREEMENT made this            day of            , 20xx.

**BETWEEN:**

**APPLICANT NAME**

(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 hereto as Schedule "B"

**AND WHEREAS** pursuant to the City's Development Charge By-law, a development charge is payable by the Applicant to the City in xx annual instalments;

**AND WHEREAS** the *Development Charges Act, 1997, S.O. 1997, c. 27*, as amended 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 Applicant and the City (the "Parties") to be correct and to constitute the basis for this Agreement.

## REQUEST TO ADVANCE 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*, as amended. The Applicant has requested that it be permitted, pursuant to Section 27 of the *Development Charges Act, 1997*, as amended, to pay the development charge before it would otherwise be payable.

## “DUE DATE” FOR PAYMENT PURSUANT TO THIS AGREEMENT

3. The Applicant hereby covenants and agrees to pay the applicable development charge to the City with interest, on **MM DD YYYY** (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:

Type	Units / m2 of Gross Floor Area (A)	Development Charges Rate (B)	Development Charges Payable (A) * (B)
Single & Semi-Detached			
Multiples / Row Housing			
Apartments < 2 Bedrooms			
Apartments >= 2 Bedrooms			
Institutional			
Demolition Credits			
<b>TOTAL</b>			

## TIMING OF DEVELOPMENT CHARGE CALCULATION

5. The actual amount of the development charge will be determined on the basis of prevailing rates and rules in accordance with Section 26 of the *Development Charges Act, 1997*, as amended. If, before any building permit is issued, 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 shall be calculated in

accordance with Section 26 of the *Development Charges Act, 1997*, as amended.

#### **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 development agreement under section 41 of the *Planning Act*, R.S.O. 1990, c.P. 13, as amended, 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 at the Applicant's expense 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 **xx%** per annum on the amount of the development charge, in accordance with Section 26 of the

*Development Charges Act, 1997*, as amended and the City's Development Charge Interest Rate Policy.

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. 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:

Applicant Name  
Applicant Address

## **WARRANTY**

12. The Applicant represents and warrants to the City as follows:

12.1 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

12.2 All necessary corporate action has been taken by the Applicant to authorize the execution and delivery of this Agreement.

## **BINDING ON SUCCESSORS**

13. 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.



SCHEDULE "A"

**DESCRIPTION OF "LANDS"**

SCHEDULE "B"

**SOLICITOR'S CERTIFICATE**