

Bill No. 47
2023

By-Law No. A.-7956(__)-_____

A by-law to amend By-Law No. A.-7956-84 being 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” to repeal and replace Schedule 1.

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. By-law No. A.-7956-84 is hereby amended by repealing and replacing Schedule “1” with the new attached Schedule “1”.
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 February 14, 2023.

Josh Morgan
Mayor

Michael Schulthess
City Clerk

First Reading – February 14, 2023
Second Reading – February 14, 2023
Third Reading – February 14, 2023

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;

AND WHEREAS pursuant to the City's Development Charge By-law, a development charge is payable by the Applicant to the City for 'Rental Housing that is not non-profit in 6 annual instalments / certain Institutional Development in 6 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

- 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 for the 'Rental Housing that is not non-profit / Institutional development' before it would otherwise be payable.

“DUE DATE” FOR PAYMENT PURSUANT TO THIS AGREEMENT

- The Applicant hereby covenants and agrees to pay the applicable development charge to the City with interest, on MM DD YYY (the “Due Date”), which is on or prior to the date of initial permit issuance for the development.

ANTICIPATED DEVELOPMENT CHARGE

- 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			
Credits / Discounts			
TOTAL			

TIMING OF DEVELOPMENT CHARGE CALCULATION

- 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.

INTEREST ON AMOUNT OWING BEFORE DUE DATE

6. The Applicant agrees to pay interest to the City on the amount of the development charge, in accordance with Section 26 of the *Development Charges Act, 1997*, as amended.

NOTICE

7. 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

8. The Applicant represents and warrants to the City as follows:
 - 8.1 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
 - 8.2 All necessary corporate action has been taken by the Applicant to authorize the execution and delivery of this Agreement.

BINDING ON SUCCESSORS

9. 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

)
) APPLICANT NAME
)
) _____ c/s
) Name:
) Title:
) I have authority to bind the corporation.
)
)
) THE CORPORATION OF THE CITY OF
) LONDON
)
) _____
) City Treasurer or Delegate

SCHEDULE "A"

DESCRIPTION OF "LANDS"