

May 3, 2021

By E-Mail Only to *clerks@richmondhill.ca*

His Worship Dave Barrow and Members of Council
City of Richmond Hill
225 East Beaver Creek
Richmond Hill, ON
L4B 3P4

Attention: Mr. Stephen Huycke, City Clerk

Your Worship and Members of Council:

**Re: Special Council Meeting, May 5, 2021
2021 Development Charges Update (the “DC Update”)**

We are counsel to the North Leslie Landowners Group Inc. (the “**NLLG**”) which, as the representative of considerable landholdings within the City, has a direct interest in the City’s development charges (the “**DC Regime**”).

NLLG has had the opportunity to review the DC Update with us and consulting economist Randy Grimes, as well as Staff Reports SRCFS.20.009 (the “**2020 Staff Report**”) and SRCFS.21.026 (the “**2021 Staff Report**”).

Appendix B to the 2021 Staff Report contains proposed Development Charges Amendment By-law 34-21 (the “**Amending By-law**”), which would amend Development Charges By-law 47-19 (the “**City-Wide By-law**”). If enacted, the Amending By-law would increase City-Wide development charge (“**DC**”) rates.

The purpose of this letter is to provide a review of NLLG’s recent involvement in the establishment of the City’s DC Regime, and provide NLLG’s comments on the Amending By-law.

NLLG’s Involvement

NLLG is currently an appellant in Local Planning Appeal Tribunal Case No. DC190027 (the “**DC Appeal**”). That case involves the City-Wide By-law.

The grounds for NLLG’s appeal are enumerated in the attached letter dated July 2, 2019 (the “**Appeal**”). Most of the grounds for appeal have persisted in the City’s DC Regime since 2016.

NLLG had hoped that, when it settled its appeal of Development Charge By-law 71-16, the agreed-upon process would be followed to address its longstanding concerns, as outlined in s. 5 of the attached Minutes of Settlement (the “**Minutes**”). That section includes a commitment by the City to consult on the process used to arrive at what would become the City-Wide By-law. The consultation process was to address, among other things:

1. The basis for including any particular project in the Town-wide or an area-specific DC By-law, with particular focus on the inclusion of the Flood Remediation and UMESP in the Town-wide DC By-law;
2. The appropriate scope of the local service policy of any future background study, which will depend in part on a determination of the principles described in subsection [above];
3. Methodologies for determining the allocation of benefit of the Sanitary Projects, including benefit to existing development and benefit occurring after the period of the implementing DC By-law;
4. Methodologies for determining the allocation of benefit of the Flood Remediation, including benefit to existing development, benefit to development occurring after the period of the implementing DC By-law, benefit to residential growth and benefit to non-residential growth; and
5. The timely and iterative sharing of data, information and analysis with [NLLG]... and to any and all other stakeholders and interested persons, and to ensure ongoing regular dialogue regarding the matters enumerated above.

As that consultation process has not been completed, our client’s issues remain unaddressed.

In order to avoid repeating a history of lengthy pre-litigation, followed by last-minute settlement (or worse, actual litigation), NLLG requests that the City enter into dialogue with it immediately on the matters set out in the Minutes, and as discussed below.

NLLG’s Comments

Inflation / Cost Increase

We do not understand the rationale for the across-the-board cost increase of 1.9% in the capital program (except for Engineering Services). The capital programs of the Amending and City-Wide By-laws contain virtually identical projects. Also, both capital programs are expressed in 2019 dollars, which removes inflation as a variable that might explain the increase.

Historic Level of Service Method Should be Corrected

Appendix B of the DC Update indicates that the historic level of service period for soft services (Recreation and Library) is 2011 to 2020. For the same services, the capital program includes projects in 2019 to 2020.

As a result, for 2019 and 2020, certain projects are being relied on to both establish the retrospective “funding ceiling” and prospective need for services. The effect is that, over time, there will be an increase in the “funding ceiling” with projects that have not been delivered, contrary to s. 5(1)(4) of the *Development Charges Act* (the “**DCA**”).

We understand that for now, the historic level of service issue does not appear to have a material impact on the DC calculations. However, the relevant consideration is compliance with the *DCA*.

Interest Rate Applicable to “Frozen” Applications

As set-out in Attachment A to the 2020 Staff Report, the applicable interest rate for developments fulfilling the criteria of ss. 26.1 or 26.2 of the *DCA* is 5%.

Typically, during the life of a particular DC By-law, rates are increased in accordance with the Construction Price Index (“**CPI**”). At 5%, the interest rate chosen by the City will tend to be higher than the CPI, which has increased less than 3% *per annum* over 2019 to 2020 and an average of only 3.5% over the past 5 years.

The problem with applying the 5% rate to any development application where DC rates are fixed on the date of site plan or rezoning application is that where the application is made and a building permit is drawn within the lifetime of a single by-law, the landowner ends up paying higher DCs than would otherwise be the case (since the 5% rate is higher than the CPI).

NLLG believes this is unfair, and certainly is not the intention of the *DCA*, which is to enhance housing affordability and DC predictability.

Accordingly, NLLG is requesting a revision to the interest rate such that, for developments eligible under s. 26.2 of the *DCA*:

- a) if a building permit is issued before a new DC by-law comes into affect, the interest rate applied will be equivalent to the indexing rate (not the 5% rate); and
- b) if a new DC by-law is passed before a building permit is issued, the interest rate applied will be 5% rate, but the total DC paid is capped at the amount that would be payable under the new By-law.

This would ensure that landowners whose DCs are fixed by s. 26.2 of the *DCA* are not penalized by having to pay higher DCs than landowners whose DCs are not so fixed.

Conclusion

We wish to thank Council for taking these comments into consideration.

Please note that Mr. Grimes will make a deputation on this matter at the May 5th Council Meeting and will accordingly be available for questions.

Lastly, we request notice of Council's Decision on the Amending DC By-law.

Yours sincerely,
DAVIES HOWE LLP



Michael Melling

MWM:AL

encls.: As above

copy: Mr. Randy Grimes, IBI Group
Mr. Jeff King, WSP Group
Client

July 2, 2019

By Same Day Courier

Mr. Stephen Huycke, City Clerk
Office of the Clerk
City of Richmond Hill
225 East Beaver Creek Road
Richmond Hill, Ontario
L4B 3P4

Dear Mr. Huycke:

**Re: Development Charge By-law Nos. 47-19, 42-19 and 44-19
Notices of Appeal Pursuant to s. 14
Development Charges Act, 1997, S.O. 1997, c. 27 (the “DC Act”)
North Leslie Landowners’ Group Inc. (the “Group”)**

We are counsel to the Group, which consists of the owners of various lands within the City of Richmond Hill (the “City”).

Our client has a direct interest in the City’s Development Charge By-law Nos. 47-19 – City-Wide Development Charges (the “**City-Wide DC By-law**”), 42-19 – Area Specific Development Charges – North Leslie West Development Area (the “**North Leslie West DC By-law**”), and 44-19 – Area Specific Development Charges – West Gormley Development Area (the “**West Gormley DC By-law**”), all of which were passed by City Council on May 28, 2019.

The purpose of this letter is to appeal the City-Wide DC By-law, North Leslie West DC By-law, and West Gormley DC By-law (collectively, the “**DC By-laws**”) in accordance with s. 14 of the *DC Act*.

The reasons for our client’s objection to the DC By-laws include, but are not limited to, the following:

1. The following projects (collectively, the “**AS Capital Projects**”) secured in the City-Wide DC By-law should be area-specific, given that they relate to increased need attributable to development only in certain areas, and are not reasonably attributable to anticipated development on a City-wide basis:

- (a) Project 39 – Water Distribution;

- (b) Project 40 – Yonge Street Water Main;
 - (c) Project 41 – Local Street, west of Yonge Street between Garden Avenue and Carrville Road (“**Local Street**”);
 - (d) Project 48 – Sanitary Collection Network – Urban Master Environmental Serving Plan;
 - (e) Project 49 – Flood Remediation; and,
 - (f) Project 50 – Harris Avenue Urbanization.
2. In the alternative, if the AS Capital Projects are properly attributable to anticipated development on a City-wide basis, the Benefit-to Existing (“**BTE**”) and Post-Period-Benefit (“**PPB**”) of the projects have not been adequately justified or recognized. In particular, the PPB and BTE allocations for Projects 39, 40, 48 and 49 are insufficient.
 3. The Harris Avenue Urbanization and Local Street projects should be characterized as local service improvements, and therefore, are not eligible for development charges.
 4. The exclusion of lands associated with school sites and municipal facilities within the definition of “*net hectare*” in the North Leslie West DC By-law and the West Gormley DC By-law is inconsistent with the methodology used for calculating charges in each of the two By-laws.
 5. The calculation of historical service levels for indoor recreational facilities appears to have included land in excess of the facilities, resulting in an increased historical service level. This is contrary to Paragraph 2.1(2)(b) of *Ontario Regulation 82/98* made under the *DC Act*.
 6. Such further and other reasons as counsel may provide and the Tribunal permit.

We enclose our firm cheque in the amount of \$900.00, payable to the Minister of Finance, representing the total Tribunal fees for the three appeals. Also enclosed are three Appellant forms (A1), one for each of the DC By-laws.

We would be pleased to provide you with any further information you may require. In the interim, kindly acknowledge receipt of this appeal at your earliest convenience.

Yours sincerely,
DAVIES HOWE LLP



per. Michael Melling

MWM:sl

encls.: As above

copy: Client
Mr. Randy M. Grimes, IBI Group

ONTARIO MUNICIPAL BOARD

PROCEEDING COMMENCED UNDER Section 14 of the *Development Charges Act*,
1997, S.O. 1997, c. 27

Appellant: North Leslie Residential Landowners Group Inc.
Appellant: Yonge Sixteen Inc.
Appellant: Yvonne Worden
Appellant: Leslie Elgin Developments Inc. & 775377 Ontario
Ltd.
Subject: Development Charges By-law No. 71-16 (Town-
wide Development Charges By-law)
Municipality: Town of Richmond Hill
O.M.B. Case No.: DC160010
O.M.B. File No.: DC160010
O.M.B. Case Name: *Worden v. Richmond Hill (Town)*

PROCEEDING COMMENCED UNDER Section 14 of the *Development Charges Act*,
1997, S.O. 1997, c. 27

Appellant: North Leslie Residential Landowners Group Inc.
Subject: Development Charges By-law No. 33-16 (North
Leslie West Development Area)
Municipality: Town of Richmond Hill
O.M.B. Case No.: DC160010
O.M.B. File No.: DC160011
O.M.B. Case Name: North Leslie Residential Landowners Group Inc. v.
Richmond Hill (Town)

PROCEEDING COMMENCED UNDER Section 14 of the *Development Charges Act*,
1997, S.O. 1997, c. 27

Appellant: North Leslie Residential Landowners Group Inc.
Subject: Development Charges By-law No. 35-16 (West
Gormley Development Area)
Municipality: Town of Richmond Hill
O.M.B. Case No.: DC160010
O.M.B. File No.: DC160012
O.M.B. Case Name: North Leslie Residential Landowners Group Inc. v.
Richmond Hill (Town)

MINUTES OF SETTLEMENT

WHEREAS:

- A. North Leslie Residential Landowners Group Inc. (“**NLRLG**”), Leslie Elgin Developments Inc. & 775377 Ontario Ltd. (collectively, “**Leslie Elgin**”), Yonge Sixteen Inc., and Yvonne Worden appealed Development Charges By-law No. 71-16 (“**DCB 71-16**”) to the Ontario Municipal Board (the “**Board**”) pursuant to Section 14 of the *Development Charges Act, 1997, S.O. 1997, c.27* (the “**DC Act**”).
- B. DCB 71-16 amends Development Charges By-law No. 52-14 (“**DCB 52-14**”), which applies on a Town-wide basis, to impose development charges (“**DCs**”) in respect of the capital costs of three projects added to the Engineering Services component of DCB 52-14, and for which DCs have not previously been imposed. Those three projects are described in the 2016 Development Charges Update Study – Engineering Services, prepared by Watson & Associates in support of DCB 71-16 and dated May 11, 2016 (the “**Town-Wide DCBS**”) as:
- (1) Sanitary Collection Network – U.M.E.S.P.;
 - (2) Flood Remediation; and
 - (3) Harris Avenue Urbanization.
- C. NLRLG also appealed Development Charges By-law No. 33-16, which applies only to the North Leslie West Development Area (“**DCB 33-16**”). NLRLG’s appeal of DCB 33-16 was in respect of the Benefitting Area and the Boundary Roads projects included in the 2016 Area Specific Development Charges Background Study prepared by the Town of Richmond Hill (the “**Town**”) in support of DCB 33-16 and dated May 11, 2016 (the “**Area-Specific DCBS**”).
- D. NLRLG also appealed Development Charges By-law No. 35-16, which applies only to the West Gormley Development Area (“**DCB 35-16**”). NLRLG’s appeal of DCB 35-16 was in respect of the Benefitting Area and the Boundary Road projects included in the Area-Specific DCBS.
- E. By these Minutes of Settlement (“**Minutes**”), the evidence to be provided to the Board by the Town, NLRLG, and Leslie Elgin (collectively, the “**Parties**” to these Minutes), and

the Draft Board Order appended hereto, the Parties have settled the appeals of NLRLG in respect of DCB 71-16, DCB 33-16, and DCB 35-16, and the appeal of Leslie Elgin in respect of DCB 71-16 (collectively, the “**Appeals**”) upon the terms and conditions set out below.

NOW THEREFORE WITNESS THAT for good and valuable mutual consideration pursuant to the agreements herein contained, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

1. The Parties agree that the Appeals shall be settled in full, with costs to be borne by the respective Parties, as hereinafter provided.
2. The Parties agree that they shall jointly request that the Board issue an Order in substantial accordance with the form and content attached hereto as **Schedule ‘A’** (the “**Draft Order**”). The Parties agree that the purpose and effect of the Draft Order are to allow the Appeals in part by:
 - (a) imposing the revised DC rates for DCB 71-16 as set out on Attachment 1 to the Draft Order;
 - (b) imposing the revised DC rates for DCB 33-16 as set out on Attachment 2 to the Draft Order; and
 - (c) imposing the revised DC rates for DCB 35-16 as set out on Attachment 3 to the Draft Order.
3. The Town agrees that it shall tender evidence with the Board through Watson & Associates, in support of the Draft Order herein. NLRLG and Leslie Elgin agree that one or both of them may supplement the Town’s evidence by tendering additional evidence in support of the Draft Order herein as may be mutually determined by the Parties to be necessary and appropriate for that purpose.
4. The Parties agree that within two months of Town Council’s approval of Terms of Reference for the update to the Urban Master Environmental Servicing Plan (“**UMESP**”), the Parties shall meet to discuss a consultation process (the “**UMESP Consultation Process**”) for considering the following aspects of the UMESP:

- (a) potential use of alternative design standards for estimating sanitary flows in respect of the sanitary collection network projects addressed through the UMESP (the “**Sanitary Projects**”), including unit flow rates and persons *per* unit, which may involve a sensitivity analysis and risk assessment;
 - (b) methodologies to promote water conservation in respect of the Sanitary Projects;
 - (c) potential use of monitoring to assess existing system capacity, to confirm sanitary flow rates from development, and to confirm water conservation effectiveness in respect of the Sanitary Projects;
 - (d) methodologies for determining the benefits of the Sanitary Projects to the existing community and future development, and the timing of such benefits, to inform the DC Review Consultation Process (as defined in Section 5 below); and
 - (e) the timely and iterative sharing of data, information and analysis (including flow monitoring data) with NLRG and Leslie Elgin and to any and all other stakeholders and interested persons, and to ensure ongoing regular dialogue regarding the matters enumerated above.
5. The Parties agree that prior to drafting background studies, updates to background studies or by-laws to amend or replace any of DCB 71-16, DCB 33-16, or DCB 35-16, Town Staff shall bring a report to Town Council seeking its direction to commence any such review. The Parties further agree that within two months of Town Council’s direction to commence the review of DCB 71-16, DCB 33-16, or DCB 35-16 and prior to the establishment of any consultation process or actual consultations, the Parties shall meet to discuss a consultation process (the “**DC Review Consultation Process**”) for considering the following aspects of the Town’s DC regime:
- (a) the basis for including any particular project in the Town-wide or an area-specific DC By-law, with particular focus on the inclusion of the Flood Remediation and UMESP in the Town-wide DC By-law;
 - (b) the appropriate scope of the local service policy of any future background study, which will depend in part on a determination of the principles described in subsection 5(a) above;
 - (c) methodologies for determining the allocation of benefit of the Sanitary Projects, including benefit to existing development and benefit occurring after the period of the implementing DC By-law;
 - (d) methodologies for determining the allocation of benefit of the Flood Remediation, including benefit to existing development, benefit to development occurring after

the period of the implementing DC By-law, benefit to residential growth, and benefit to non-residential growth;

- (e) confirming the amount, type, and location of development (*i.e.*, ‘the denominator’) within the North Leslie West Development Area and within the West Gormley Development Area; and
- (f) the timely and iterative sharing of data, information and analysis with NLRLG and Leslie Elgin and to any and all other stakeholders and interested persons, and to ensure ongoing regular dialogue regarding the matters enumerated above.

6. These Minutes and any actions required pursuant to these Minutes, including but not limited to the UMESP Consultation Process and the DC Review Consultation Process (collectively the “**Consultation Processes**”), shall not be construed so as to limit in any way the Town’s rights and obligations with respect to the methodologies used in future DC background studies, nor the rights of NLRLG and Leslie Elgin to appeal future DC By-laws passed by the Town or any other municipality, nor to prejudice or limit in any way the positions which any of the Parties might choose to take in such future appeals.
7. NLRLG and Leslie Elgin agree that they shall retain appropriate experts to attend meetings with the Town as part of the Consultation Processes, for the purpose of ensuring that the Consultation Processes are conducted as effectively and efficiently as possible.
8. The Parties acknowledge and agree that neither the UMESP Consultation Process nor the DC Review Consultation Process shall have the intent or effect of conferring upon NLRLG or Leslie Elgin any preferential or special treatment relative to any other participant the Consultation Processes.
9. The Parties agree that these Minutes may be filed with the Board in order to facilitate its consideration and requested approval of DCB 33-16, DCB 35-16 and DCB 71-16 in accordance with these Minutes and the Draft Order.
10. The Parties agree that should there be any changes to the *DC Act* or any other legislation governing DCs, these Minutes shall be modified accordingly and to the extent necessary to effectively implement and carry out the true intent and meaning of these Minutes.

11. The Parties acknowledge and agree that by executing these Minutes, none of the Parties shall be taken to have accepted the position of the others taken in connection with the issues raised in the Appeals. For greater certainty and without limiting the foregoing, nothing in these Minutes shall have the intent or effect of precluding the Town from using the same or similar methodologies or calculations in future DC By-laws as in the DC By-law, nor of precluding NLRLG and Leslie Elgin from making the same or similar objections to such future By-laws as are contained in the Appeals.
12. The Parties acknowledge and agree that nothing in these Minutes shall be deemed to have the intent or effect of fettering the legislative discretion of Town Council, or any committee or local board of the Town, in a manner contrary to law.
13. These Minutes shall be construed and enforced in accordance with the laws of the Province of Ontario.
14. These Minutes constitute the entire agreement between the Parties and supersede all prior agreements, representations, reports, recommendations, statements, promises, information, arrangements and understandings, whether oral or written, express or implied, with respect to the subject matter of these Minutes. None of the Parties shall be bound or charged with any oral or written agreements, representations, reports, recommendations, warranties, statements, promises, information, arrangements or understandings not specifically set forth in these Minutes. The Parties further acknowledge and agree that, in entering into these Minutes, they have not in any way relied, and will not in any way rely, on any oral or written agreements, representation, reports, recommendations, warranties, statements, promises, information, arrangements or understandings, express or implied, not specifically set forth in these Minutes.
15. No modifications or amendments to these Minutes may be made unless agreed to by the Parties in writing, except, if necessary, as set out in section 10.
16. The Parties covenant and agree that at all times and from time to time hereafter upon every reasonable written request to do so, they shall make, execute, deliver or cause to be made, done, executed and delivered, all such further acts, deeds, assurances and things as

may be required for more effectively implementing and carrying out the true intent and meaning of these Minutes.

17. The Parties agree that for the purposes of these Minutes, words importing the singular include the plural and *vice versa*, and words importing gender include all genders.
18. These Minutes shall enure to the benefit of and shall be binding on the Parties and their respective successors and assigns.
19. The Parties acknowledge and agree that the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. M.56, as amended (“MFIPPA”) applies to and governs all records and information created or provided by the parties to each other in connection with these Minutes, and may require disclosure of such records and information to third parties. NLRLG and Leslie Elgin agree to make reasonable best efforts to assist the Town in complying with its obligations as an institution under MFIPPA.
20. These Minutes may be signed in any number of counterparts and the signatures delivered by facsimile transmission or email, each of which shall be deemed to be an original, with the same effect as if the signatures thereto were upon the same instrument and delivered in person. These Minutes shall become effective when each Party has received a counterpart thereof signed by the other Party. In the case of delivery by facsimile transmission or email by a Party, that Party shall forthwith deliver a manually executed original to the other Parties.

SIGNED this 14th day of November, 2017.

Recommended for execution
in accordance with By-law
No. 109-17



David Dexter
Director of Financial Services
a Treasurer

**CORPORATION OF THE TOWN OF
RICHMOND HILL**

Per:



Name: Stephen M.A. Huycke, Town Clerk
Title:



Name:
Title: Dave Barrow
Mayor

We have the authority to bind the Municipal Corporation.

**NORTH LESLIE RESIDENTIAL
LANDOWNERS GROUP INC.**

Per:

Name:
Title:

I have the authority to bind the Corporation.

LESLIE ELGIN DEVELOPMENTS INC.

Per:

Name:
Title:

I have the authority to bind the Corporation.

775377 ONTARIO LTD.

Per:

Name:
Title:

I have the authority to bind the Corporation.

Name:
Title:

We have the authority to bind the Municipal Corporation.

**NORTH LESLIE RESIDENTIAL
LANDOWNERS GROUP INC.**

Per:

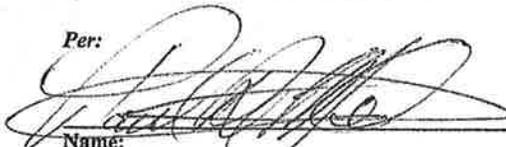


Name: MICHAEL POZZIDON
Title: A.S.O.

I have the authority to bind the Corporation.

LESLIE ELGIN DEVELOPMENTS INC.

Per:



Name:

Title: BY THEIR COUNSEL KAGAN SHASTRA LLP

I have the authority to bind the Corporation.

775377 ONTARIO LTD.

Per:



Name:

Title: BY THEIR COUNSEL KAGAN SHASTRA LLP

I have the authority to bind the Corporation.

LESLIE RICHMOND DEVELOPMENTS
LIMITED (MARLIN SPRING)

Per:



Name:

Title: BY THEIR COUNSEL KAGAN SARKIS LLP

I have the authority to bind the Corporation.

SCHEDULE 'A'

ONTARIO MUNICIPAL BOARD

PROCEEDING COMMENCED UNDER Section 14 of the *Development Charges Act, 1997*,
S.O. 1997, c. 27

Appellant: North Leslie Residential Landowners Group Inc.
Appellant: Yonge Sixteen Inc.
Appellant: Yvonne Worden
Appellant: Leslie Elgin Developments Inc. & 775377 Ontario Ltd.
Subject: Development Charges By-law No. 71-16 (Town-wide Development Charges By-law)
Municipality: Town of Richmond Hill
O.M.B. Case No.: DC160010
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O.M.B. Case Name: *Worden v. Richmond Hill (Town)*

PROCEEDING COMMENCED UNDER Section 14 of the *Development Charges Act, 1997*,
S.O. 1997, c. 27

Appellant: North Leslie Residential Landowners Group Inc.
Subject: Development Charges By-law No. 33-16 (North Leslie West Development Area)
Municipality: Town of Richmond Hill
O.M.B. Case No.: DC160010
O.M.B. File No.: DC160011
O.M.B. Case Name: *North Leslie Residential Landowners Group Inc. v. Richmond Hill (Town)*

PROCEEDING COMMENCED UNDER Section 14 of the *Development Charges Act, 1997*,
S.O. 1997, c. 27

Appellant: North Leslie Residential Landowners Group Inc.
Subject: Development Charges By-law No. 35-16 (West Gormley Development Area)
Municipality: Town of Richmond Hill
O.M.B. Case No.: DC160010
O.M.B. File No.: DC160012
O.M.B. Case Name: *North Leslie Residential Landowners Group Inc. v. Richmond Hill (Town)*

DRAFT ORDER

WHEREAS North Leslie Residential Landowners Group Inc. ("**NLRLG**"), Leslie Elgin Developments Inc., and 775377 Ontario Ltd. ("**Leslie Elgin**"), and the Town of Richmond Hill (the "**Town**") (collectively, the "**Parties**") have entered into Minutes of Settlement respecting NLRLG's appeal of Development Charges By-law Nos. 71-16, 33-16, and 35-16 and Leslie Elgin's appeal of Development Charges By-law No. 71-16 (the "**Appeals**");

AND WHEREAS the Parties have filed with the Board the Minutes of Settlement;

AND WHEREAS the Board is satisfied that the proposed settlement of the Appeals is in the public interest and is within the Board's jurisdiction as set out in Section 16 of the *Development Charges Act*, 1997, S.O. 1997, c. 27, as amended ("**DCA**");

NOW THEREFORE THE BOARD ORDERS THAT:

- (1) The Appeals are allowed, in part, by:
 - a. deleting Schedule 'E' to DCB 71-16 and replacing it with Attachment '1' to this Order;
 - b. deleting Schedule 'B' to DCB 33-16 and replacing it with Attachment '2' to this Order; and
 - c. deleting Schedule 'B' to DCB 35-16 and replacing it with Attachment '3' to this Order.
- (2) Pursuant to Section 17 of the *DCA*, section (1) of this Order shall be deemed to come into force and effect on July 11, 2016.
- (3) Pursuant to Section 18 of the *DCA*, the Town shall, within 30 days of the date of this Order, issue refunds, with interest, for any excessive development charges paid under DCB 71-16, 33-16, 35-16 between July 11, 2016 and the date of this Order.
- (4) There shall be no costs of these Appeals as between these Parties.

ATTACHMENT 1

**Schedule "E" to By-law 71-16
Schedule of Development Charges
2014\$**

| Service | RESIDENTIAL | | | | NON-RESIDENTIAL | | | |
|--------------------------------------|-----------------------------------|--------------------|--------------------|-----------------|--|--|---|---|
| | Single and Semi-Detached Dwelling | Apartments - Large | Apartments - Small | Other Multiples | Retail (per ft ² of Gross Floor Area) | Non-Retail (per ft ² of Gross Floor Area) | Retail (per m ² of Gross Floor Area) | Non-Retail (per m ² of Gross Floor Area) |
| Municipal Wide Services: | | | | | | | | |
| Engineering | 6,301 | 4,137 | 2,420 | 5,116 | 4.92 | 3.78 | 52.96 | 40.69 |
| Public Works Facilities & Fleet | 780 | 512 | 300 | 633 | 0.61 | 0.47 | 6.57 | 5.06 |
| Fire Protection Services | 416 | 273 | 160 | 338 | 0.32 | 0.25 | 3.44 | 2.69 |
| Outdoor Recreation Services | 3,174 | 2,084 | 1,219 | 2,577 | 0.29 | 0.24 | 3.12 | 2.58 |
| Indoor Recreation Services | 4,239 | 2,784 | 1,629 | 3,442 | 0.39 | 0.32 | 4.20 | 3.44 |
| Library Services | 1,088 | 714 | 418 | 883 | 0.09 | 0.08 | 0.97 | 0.86 |
| Administration | 265 | 174 | 102 | 215 | 0.20 | 0.17 | 2.15 | 1.83 |
| Total Municipal Wide Services | 16,263 | 10,678 | 6,248 | 13,204 | 6.82 | 5.31 | 73.41 | 57.16 |

Changes to charges only apply to Engineering Services

¹ Blended rate for all types of non-residential purposes provided only for comparison to differentiated rates

² Provided for internal discussion purposes based on requests from the development community of staff

ATTACHMENT 2

**SCHEDULE "B"
TO BY-LAW NO. 33-16**

**TOWN OF RICHMOND HILL
AREA SPECIFIC DEVELOPMENT CHARGES
NORTH LESLIE WEST DEVELOPMENT AREA**

| AREA SPECIFIC SERVICES | COST |
|---|-------------------------|
| | (\$000) |
| Collector Roads | \$0.0 |
| Watermains and Appurtenances | \$0.0 |
| Sanitary Sewers and Appurtenances | \$1,265.7 |
| Storm Sewers and Appurtenances | \$0.0 |
| Boundary Roads | \$3,746.3 |
| Valley Land Improvements | \$0.0 |
| Consulting Studies | \$0.0 |
| Credit Carryforwards | \$0.0 |
| | |
| Total Costs before allocation of Existing Reserves | <u>\$5,012.0</u> |
| Existing Reserves | <u>\$0.0</u> |
| TOTAL COSTS AFTER ALLOCATION OF EXISTING RESERVES | <u>\$5,012.0</u> |

Benefiting Area – 148.73 Net Hectares

Development Charge - \$33,700 Per Net Hectare

NOTES:

All charges are subject to adjustment in accordance with the terms of Section 8 of this By-law.

Additional development charges may be imposed pursuant to other development charge by-laws.

ATTACHMENT 3

**SCHEDULE "B"
TO BY-LAW NO. 35-16**

**TOWN OF RICHMOND HILL
AREA SPECIFIC DEVELOPMENT CHARGES
WEST GORMLEY DEVELOPMENT AREA**

| AREA SPECIFIC SERVICES | COST |
|---|-------------------------|
| | (\$000) |
| Collector Roads | \$0.0 |
| Watermains and Appurtenances | \$0.0 |
| Sanitary Sewers and Appurtenances | \$0.0 |
| Storm Sewers and Appurtenances | \$0.0 |
| Boundary Roads | \$2,493.0 |
| Valley Land Improvements | \$0.0 |
| Consulting Studies | \$0.0 |
| Credit Carryforwards | \$0.0 |
| Total Costs before allocation of Existing Reserves | <u>\$2,493.0</u> |
| Existing Reserves | <u>\$0.0</u> |
| TOTAL COSTS AFTER ALLOCATION OF EXISTING RESERVES | <u>\$2,493.0</u> |

Benefiting Area – 63.65 Net Hectares

Development Charge - \$39,200 Per Net Hectare

NOTES:

All charges are subject to adjustment in accordance with the terms of Section 8 of this By-law.

Additional development charges may be imposed pursuant to other development charge by-laws.