

**DONGARA PELLET PLANT LP
REQUEST FOR SPECIAL AREA
DEVELOPMENT CHARGE
FRONT-ENDING AGREEMENT
WARD 2**

Recommendation

The Deputy City Manager & Commissioner of Finance and Corporate Services, the Director of Reserves & Investments and the Director of Legal Services recommend that a by-law be enacted to authorize the execution of a Development Charge Front-Ending Agreement with Dongara Pellet Plant LP.

Contribution to Sustainability

N/A

Economic Impact

A front-ending agreement is the formal authority for the City of Vaughan to reimburse the "front-ender" for their costs to construct infrastructure. The *Development Charges Act* provides for an administrative fee to cover the City's cost of administering the agreement.

Communications Plan

Dongara's lawyer will be advised of Council's action. The Development Charges Act requires notice to be given to owners in the benefitting area after an agreement is executed.

Purpose

The purpose of this report is to seek authorization to enter into a Development Charge Front-Ending Agreement with Dongara Pellet Plant LP.

Background - Analysis and Options

Special Area DC Front-Ending Agreement Request

The Dongara Pellet Plant is located at the north east corner of Highway 27 and Highway 407, on land owned by the City of Vaughan, and leased to the Dongara Pellet Plant for twenty (20) years with two optional five (5) year extensions. At the time the site was developed, Dongara constructed the Highway 27 South Servicing works which included a sanitary sewer, watermain, Highway 27 intersection works and associated sediment and erosion control, benefitting an area larger than their developed area. The service area is shown on Attachment #1. These works subsequently formed the basis for Special Service Area Development Charge By-law 239-2008, enacted on September 22, 2008. Dongara Pellet Plant has requested the City execute a Development Charge Front-Ending Agreement for the Highway 27 South Servicing works to provide for repayment to Dongara of the benefitting owners' portion of the works.

Section 44 of the *Development Charges Act* provides:

"A municipality in which a development charge by-law is in force may enter into an agreement, called a front-ending agreement, that,

(a) applies with respect to work, done before or after the agreement is entered into..."

This allows the cost to be reimbursed to the front-ending developer by the benefitting landowners. The front-ending agreement may also include the costs to the municipality of administering the agreement.

The Act provides mandatory contents of a front-ending agreement. There is mandatory notice requirement only after the agreement is executed of either: written notice to landowners in the benefitting area or public advertisement. In this case there are only 2 other benefitting owners who may file an objection to the Ontario Municipal Board.

Relationship to Vaughan Vision 2020/Strategic Plan

This report is consistent with the priorities previously set by Council and the necessary resources have been allocated and approved.

Regional Implications

None

Conclusion

Dongara's solicitor has forwarded a draft agreement which contains the provisions required by the *Development Charges Act*. Staff are reviewing the draft agreement. It is in order for Council to enact a bylaw to authorize execution.

Attachments

Attachment #1-Service Area

Report prepared by:

Heather Wilson

Respectfully submitted

Clayton D. Harris
Deputy City Manager
Commissioner of Finance and Corporate Services

Heather A. Wilson
Director of Legal Services

Ferruccio Castellarin
Director of Reserves & Investments

**SCHEDULE "B"
SPECIAL AREA CHARGE
DEVELOPMENT CHARGES**




BY-LAW NUMBER: 239-2008

PASSED THE 22ND DAY OF SEPTEMBER, 2008

SIGNING OFFICERS

[Signature]
MAYOR
[Signature]
CLERK

**HIGHWAY 27 SOUTH
SERVICING WORKS**

-  PROPOSED WATERMAIN WORKS
-  PROPOSED SEWERAGE WORKS
-  SERVICE AREA

39 CITY BLOCK NUMBER



Vaughan
The City of Vaughan Planner

NOT TO SCALE

