

TOWN OF GEORGINA – OFFICE OF THE DCAO – FINANCIAL STRATEGY AND PLANNING

Subject: Development Charges Deferral Policy for Industrial Buildings	Authority, Ref. & Sec. Version 1			
Policy No.: DCAO-2025-DCIND05	Page: Page 1 of 6	Year 2025	Month 11	Day 19
Approved by: Council	Contact Position for Inf. Senior Financial Analyst, Financial Strategy and Planning			

1. POLICY STATEMENT

- 1.1. The Town of Georgina (the “Town”) actively pursues opportunities to help develop, deliver and sustain Town infrastructure, and incentivize different types of development. The Development Charges Deferral Policy for Industrial (the “policy”) establishes consistent guidelines and standards to govern the deferral of Development Charges for Industrial Development.

2. APPLICATION

- 2.1. This policy applies to Industrial Development in the Town of Georgina subject to the terms and conditions set out in this policy.

3. PURPOSE

- 3.1. This policy aims to incentivize development of industrial businesses in the Town of Georgina. Overall, the policy will help to make Georgina a more complete community.

4. DEFINITIONS

- 4.1. **Act:** means the Development Charges Act, 1997, as amended.
- 4.2. **Developer:** means a person responsible to pay a Development Charge or a person responsible to install municipal services pursuant to a Development Agreement.
- 4.3. **Development:** means the construction, erection or placing of one or more buildings or structures on land or the making of an addition or alteration to a building or structure that has the effect of increasing the size or usability thereof and includes redevelopment.
- 4.4. **Development Agreement:** means the written agreement between the Town and a Landowner and/or Developer outlining the terms and conditions for land development and regulating the provision of on-site and municipal works required to service the land under development applications, including, but not limited to, Subdivision, Site Plan and Pre-Servicing.

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- 4.5. **Development Charge Deferral Agreement:** means a written agreement executed by the Town and the person responsible to pay Development charges related to an Industrial Development, with such agreement to confirm, among other matters as determined by the Town, the date by which the building permit must be obtained for the Industrial Development, the duration of the deferral of the Development charges, the Development charges rate, the accumulation of interest if any, securities to be provided, and any other matter as deemed relevant by the Town.
- 4.6. **Development charges:** Means a charge imposed under the Town's Development Charges Bylaw.
- 4.7. **Gross Floor Area:** means, in the case of a non-residential building or structure or the non-residential portion of a mixed-use building or structure, the aggregate of the areas of each floor, whether above or below grade, measured between the exterior faces of the exterior walls of the building or structure or from the centre line of a common wall separating a non-residential and a residential use, excluding, in the case of a building or structure containing an atrium, the sum of the areas of the atrium at the level of each floor surrounding the atrium above the floor level of the atrium, and excluding the sum of the areas of each floor used, or designed or intended for use for the parking of motor vehicles unless the building or structure, or any part thereof, is a retail motor vehicle establishment or a standalone motor vehicle storage facility or a commercial public parking structure, and, for the purposes of this definition, notwithstanding any other section of this Bylaw, the non-residential portion of a mixed-use building is deemed to include one-half of any area common to the residential and non-residential portions of such mixed-use building or structure, and gross floor area shall not include the surface area of swimming pools or the playing surfaces of indoor sport fields including but not limited to hockey arenas, and basketball courts.
- 4.8. **Industrial:** means lands, buildings or structures used or designed or intended for use for manufacturing, processing, fabricating or assembly of raw goods, warehousing or bulk storage of goods, and includes office uses and the sale of commodities to the general public where such uses are accessory to an industrial use, but does not include the sale of commodities to the general public through a warehouse club.

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5. POLICY

5.1. Eligible Developments

5.1.1. After January 1st, 2026, Developers constructing a new Industrial Development, or the expansion of space to an existing industrial building may, subject to the terms of this policy and the required Development Charge Deferral Agreement, defer the payment of applicable Development Charges to a maximum of three years from the date of building permit for the Industrial Development.

5.2. Development Charges Deferral Agreement

5.2.1. Upon site plan approval and prior to building permit issuance, any Developer wishing to defer development charges for an Industrial Development must enter into a Development Charge Deferral Agreement with the Town and provide a form of security acceptable to the Town.

5.2.2. A Development Charge Deferral Agreement will only be executed by the Town provided that the developer can immediately upon execution of the agreement attain building permit issuance by the Town.

5.2.3. For greater clarity, the development charge deferral is an optional program, and developers can still pay the Development Charges at building permit issuance.

5.3. Duration of Deferral

5.3.1. The deferral will last for a maximum of three years from the date of building permit issuance, after which full payment of the Development Charges as defined in this policy will be required.

5.4. Development Charges Rates

5.4.1. The Development Charges rate will be the amount determined under the applicable Town Development Charges Bylaw.

5.5. Development Charges Payable

5.5.1. The amount of Development Charges payable to the Town by the Developer, as required under the Act, will be based on the rates determined under Term 5.4 of this policy multiplied by the Gross Floor Area of the industrial building, which will be determined on the day that the Developer enters into a

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Development Charge Deferral Agreement with the Town and provide a form of security.

5.6. Interest Waiver

5.6.1. No Interest will be charged on deferred Development Charges to be paid pursuant to the Development Charges Deferral Agreement.

5.6.2. If unpaid Development charges are added to the tax roll in accordance with the terms of the Development Charges Deferral Agreement, interest will continue to accrue in accordance with the tax rates bylaw and be compounded until all outstanding charges are fully paid.

5.6.3. For greater clarity, this policy supersedes any interest charged in accordance with the Town's Development Charge Interest Policy - Under sections 26.2 and 26.3 of the Act, as may be amended by Town Council from time to time.

5.7. Unpaid Development Charges

5.7.1. If any Development Charges are unpaid within 15 business days immediately following the expiration of the Development Charges deferral time period, all Development Charges then due and owing will be added to the tax roll and collected in the same manner as taxes (in accordance with section 32 of the Act).

5.8. Security

5.8.1. The Town may accept the following as security, at the Town's discretion:

5.7.1.1 A Surety Bond, subject to Town's Surety Bond Policy, as amended, revised, re-enacted or consolidated from time to time; or

5.7.1.2 A Letter of Credit subject to Town's Letter of Credit Policy, as amended, revised, re-enacted or consolidated from time to time.

5.9. Other Agreements Required

5.9.1. In the case of a mixed-use building, this policy will apply as follows:

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5.8.1.1 Development Charges for each separate use within the structure may be deferred in accordance with the Development Charge policy applicable to each use within the structure; and,

5.8.1.1.1 A separate Development Charge Deferral Agreement will be required for each separate use within the structure in accordance with the Town's policies, as applicable.

5.10. Legal and Administrative Fees

5.10.1. All legal fees of the applicant, developer and Town, including any costs incurred by the Town to prepare any other agreements required by the Town's Solicitor, and other associated administration fees as outlined in Bylaw #2021-0019 (BU-1), as amended, will be paid by the principal under the bond.

6. ROLE AND RESPONSIBILITIES

6.1. Town Treasurer:

6.1.1. Responsibilities as identified under the Terms of this policy

6.1.2. Signing of agreements

6.2. Office of the Deputy Chief Administrative Officer

6.2.1. Maintain and update this policy

6.2.2. Support administration of this policy

6.3. Town Solicitor:

6.3.1. Draft and prepare for execution the deferral agreement between the Town and the developer

6.3.2. Draft and prepare for execution any additional agreements required

6.3.3. Registration of security on title

6.4. Development Services Department:

6.4.1. Administer the deferral policy, including assisting stakeholders in determining if they qualify for the policy, the development charges rates to be applied, and the development charges and interest payable

6.4.2. Enforce the deferral policy

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6.4.3. Collect all development charges when due

6.4.4. Monitor timing of payment to ensure compliance with Term 5.3 of the policy

6.4.5. Undertake any additional administrative obligations as determined through the agreements

6.4.6. Maintain copies of all executed deferral agreements and other agreements as required

6.4.7. Process the draw upon the letter of credit or pay-on-demand surety bond

6.5. Delegation of responsibilities:

6.5.1. As appropriate, and as permitted, some responsibilities identified in this policy may be delegated to a designate(s)

7. EFFECTIVE DATE

7.1. This policy will take effect on January 1st, 2026, and may be repealed by the Town at any time. This policy will only apply to new development agreements after the effective day of this policy.