

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

Subject: Development Charges Deferral Policy for Retail Buildings	Authority, Ref. & Sec. Version 1			
Policy No.: DCAO02025-DCRET03	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 Retail Buildings (the “policy”) establishes consistent guidelines and standards to govern the charging and collection of Development Charges.

2. APPLICATION

- 2.1. This policy is applicable to retail buildings to be developed in the Town of Georgina.

3. PURPOSE

- 3.1. This policy aims to incentivize development of retail businesses in the Town of Georgina. Overall, the policy will help to build more complete communities in Georgina.

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 Charges:** Means a charge imposed under the Town’s Development Charges Bylaw.
- 4.5. **Development Charges Deferral Agreement:** means a written agreement between the developer and the Town which identifies the building or structure to be constructed by the developer and the Development Charges to be deferred.

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- 4.6. **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.
- 4.7. **Retail:** means the selling or rental of goods, wares, merchandise, substances, articles or things are offered or kept for sale directly to the public.
- 4.8. **Retail Building:** means a building or structure, or portions of a building or structure, used or designed or intended for use for the sale or rental or offer for sale or rental of goods or services to the general public for consumption or use, but shall exclude office.

5. POLICY

5.1. Development Charges Deferral Agreement

- 5.1.1. Upon site plan approval and prior to building permit issuance, any developer wishing to defer development charges for a retail building must enter into a Development Charges Deferral Agreement with the Town and provide a form of security acceptable to the Town.
- 5.1.2. A Development Charges 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.

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5.2. Duration of Deferral

5.2.1. The deferral of development charges for a Retail Building will be in accordance with the following schedule:

5.2.1.1 First anniversary of building permit issuance: payment equal to one-third of total development charges payable.

5.2.1.2 Second anniversary of building permit issuance: payment equal to one-third of total development charges payable.

5.2.1.3 Third anniversary of building permit issuance: payment equal to one-third of total development charges payable.

5.2.2. For clarity, as required under section 5.1.1, a developer would be required to provide a form of security appropriate as a condition of entering into a Development Charges Deferral Agreement with the Town. The Town would only draw upon the letter of credit or surety bond if regular payments are not made in accordance with the Agreement.

5.3. Development Charges Rates

5.3.1. The development charges rate will be the amount determined under the applicable Town Development Charges Bylaw.

5.4. Development Charges Payable

5.4.1. The amount of development charges payable to the Town, as required under the Act, will be based on the rates determined under Term 5.3 of this policy multiplied by the Gross Floor Area of the retail building, of which will be determined on the day that the developer enters into a development charges deferral agreement with the Town and provide a form of security.

5.5. Interest Waiver

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

5.5.2. 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

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the tax rates bylaw and be compounded until all outstanding charges are fully paid.

5.5.3. 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.

5.6. Unpaid Development Charges

5.6.1. If any development charges are unpaid within 15 business days immediately following the date upon which such charges are due those development charges will be added to the tax roll and collected in the same manner as taxes (in accordance with section 32 of the Act).

5.7. Security

5.7.1. The Town may, at its discretion, accept the following as security, with respect to deferred Development charges:

- 5.7.1.1 A Pay-On-Demand 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.

5.7.2. The Town may register the security against the title to the land at the execution of the Development Charges Deferral Agreement with the Town.

5.8. Other Agreements Required

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

- 5.8.1.1 Each component of the structure will be deferred in accordance with the applicable policy:
 - 5.8.1.1.1 Satisfying the separate security requirements, and
 - 5.8.1.1.2 Satisfying the need for a separate Development Charges Deferral Agreement.

5.9. Legal and Administrative Fees

5.9.1. All legal fees of the applicant, developer and Town, including any costs incurred by the Town to prepare any other agreements

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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 security.

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 Development Charges Deferral Agreement between the Town and the developer
- 6.3.2. Draft and prepare for execution any additional agreements required

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
- 6.4.3. Collect all development charges when due
- 6.4.4. Monitor timing of payment to ensure compliance with Term 5.2 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

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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. TOWN'S PARTICIPATION IN RETAIL BUILDINGS DEFERRAL

7.1. The Town will only enter in a Deferral Agreement pursuant to this policy if the Developer prequalifies for a Development Charges Deferral Agreement for Retail Buildings with the Region of York.

8. EFFECTIVE DATE

8.1. 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 Charges Deferral Agreements after the effective day of this policy.