

APPROVAL OF DRAFT PLAN OF SUBDIVISION APPLICATION
Pursuant to Subsection 51(37) of the Planning Act, R.S.O 1990, C. P.13, as
amended

AND

APPROVAL OF ZONING BY-LAW APPLICATION
Pursuant to section 34 of the Planning Act, R.S.O. 1990, as amended

Agent/ Applicant: MHBC Planning
Owner: Telephone City Aggregates (TCA)
Date of Decision: June 9, 2026
File No.: ZBA43-22-DN & PS4-22-DN
Date of Notice: June 10, 2026
Last Date of Appeal: June 30, 2026
Municipality: County of Brant
Subject Lands: 88 Dundas Street and Part of Lots 15, 16 and 17, Concession 1, Part of the Curtis Grant in the Augustus Jones Tract, County of Brant, in the geographic former Township of Paris

The Council of the Corporation of the County of Brant has approved the Draft Plan of Subdivision under County File No. [PS4-22-DN and Zoning By-Law Amendment By-law No. 62-26](#) on June 9, 2026, pursuant to the provisions of Section 51(37) and 34 of the Planning Act, R.S.O. 1990, as amended.

Purpose of the Plan of Subdivision:

The effect of this approval is that the Draft Plan of Subdivision permits to develop an internal road network which includes access from Sharp Road, and the creation of blocks for Employment, Commercial, Open Space, Service Corridor, Stormwater Management, Future Development, and 0.3 m reserves blocks, as shown on the attached Draft Plan of Subdivision.

Purpose of the Zoning By-Law Amendment:

To rezone the subject lands from Agriculture (A), Natural Heritage (NH), Resource Extraction (EX), Heavy Industrial (M3), and Special Exception, Automotive Commercial (C6-1) to Prestige Industrial (M1), Special Exception, Prestige Industrial (M1-17), Holding Provision, Prestige Industrial (h-42-M1), Light Industrial (M2), Special Exception, Heavy Industrial (M3-32), Holding Provision, Special Exception, General Commercial (h-42-C2-40), Open Space (OS1), Natural Heritage (NH), and Natural Heritage Vegetation Protection Zone (NH1) to bring the subject lands into conformity with the Official Plan and to facilitate an industrial subdivision

The following items are attached:

1. Conditions of approval
2. Copy of By-law No. 62-26
3. An explanation of the purpose and effect of By-law No. 62-26.

4. A statement from the Clerk of the Corporation of the County of Brant stating that By-law No. 62-26 is in conformity with the Official Plan of Land Use for the Municipality's Planning area.

How do I appeal an approval?

Third parties (anyone who is not a specified person or public body in accordance with Section 1(1)(f) of the Planning Act) do not have the right to appeal a decision of application to the Ontario Land Tribunal.

Only individuals, corporations, and public bodies may appeal a decision of the County of Brant to the Ontario Land Tribunal. A Notice of Appeal may not be filed by an unincorporated association or group. However, a Notice of Appeal may be filed in the name of an individual who is a member of the association or the group on its behalf.

Any specified person or public body may file a notice of appeal with the Clerk or Secretary Treasurer via the Ontario Land Tribunal e-file service (first-time users will need to register for a My Ontario Account) at <https://olt.gov.on.ca/e-file-service/> by selecting Brant (County) as the Approval Authority or by mail 66 Grand River St. N., Paris, Ontario N3L 2M2, no later than 4:00 p.m. on June 30, 2026. The filing of an appeal after 4:00 p.m., in person or electronically, will be deemed to have been received the next business day. The following appeal fees are required:

- A fee of \$1,100 to the OLT can be paid online through e-file or by certified cheque/money order to the Minister of Finance, Province of Ontario. If you wish to appeal to the Ontario Land Tribunal (OLT) or request a fee reduction for an appeal, forms are available from the OLT website at www.olt.gov.on.ca.
- In addition, a fee of \$285.00 payable to the "County of Brant" as per the County of Brant's Development Services fees online <https://webforms.brant.ca/finance/planning-applications-payment> or by mail to 66 Grand River St. N., Paris, Ontario N3L 2M2 .
- If the e-file portal is down, you can submit your appeal to clerks@brant.ca .

No specified person or public body shall be added as a party to the hearing of the appeal unless, before a decision was made or by-law was passed, the specified person or public body made oral submissions at a public meeting, written submissions to the council, or in the opinion of the Ontario Land Tribunal, there is reasonable grounds to add the specified person or public body as a party.

If no Notice of Appeal has been filed with the Clerk of the County of Brant within the time stipulated above; the decision or by-law thereupon comes into effect and does not require the approval of the Ontario Land Tribunal.

If a Notice of Appeal has been filed with the Clerk of the County of Brant within the time stipulated above, the decision or by-law shall be submitted to the Ontario Land Tribunal and will not come into effect unless approved by the Ontario Land Tribunal.

As per Section 34(19.0.1) of the Planning Act, if the appellant intends to argue that the decision or By-law is inconsistent with a policy statement issued under subsection 3(1), fails to conform with or conflicts with a provincial plan or fails to conform with an applicable official plan, the Notice of Appeal must also explain how the decision or By-law is inconsistent with, fails to conform with or conflicts with the other document. 2015, c. 26, s. 26(9).

The last day for filing an appeal is **June 30, 2026. The appeal must be received by 4:00 P.M. on this date in order to be valid.**

Dated this 10th day of June 2026.

**County of Brant
Customer Service Office
66 Grand River St. North
Paris ON, N3L 2M2
519.44BRANT**

Copies Available: A copy of the associated Zoning By-law Amendment File No. ZBA43-22-DN & PS4-22-DN is available by contacting the County's Planning Division at 519.44BRANT and 1.855.44BRANT

- No description or Key Map of the subject lands is included as the lands are shown on "Schedule A" of the By-law.
- The only service of Notice of the Passing of a By-law chosen in this instance is Ordinary Mail.

Explanatory Note

The Zoning By-Law Amendment proposes to change the zoning of the subject lands from the present Agriculture (A), Natural Heritage (NH), Resource Extraction (EX), Heavy Industrial (M3), and Special Exception, Automotive Commercial (C6-1) to: Prestige Industrial (M1), Special Exception, Prestige Industrial (M1-17), Holding Provision, Prestige Industrial (h-42-M1), Light Industrial (M2), Special Exception, Heavy Industrial (M3-32), Holding Provision, Special Exception, General Commercial (h-42-C2-40), Open Space (OS1), Natural Heritage (NH), and Natural Heritage Vegetation Protection Zone (NH1). The application is required in order to implement the Official Plan designations.

SCHEDULE “B”

To

COUNTY OF BRANT – CONDITIONS OF FINAL APPROVAL PLAN OF SUBDIVISION FILE: TCA PARIS INDUSTRIAL LANDS

Please note in these conditions of draft approval any reference to *Owner, Developer or Applicant* shall be interpreted as referring to *Telephone City Aggregates (TCA)* and that reference to the ‘*County*’ shall be interpreted as referring the *County of Brant*. The ‘Subject Lands’ are identified as Parts 1 and 2 RP 2R2635 and Parts 1 to 3 RP 2R27783, Part of the William Curtis Grant in the Augustus Jones Tract, and Part of Lots 15, 16 and 17, Concession 1, Part of the Curtis Grant in the Augustus Jones Tract, County of Brant

The conditions of draft approval for the Subdivision require that the Developer enter into a Subdivision Agreement or Development Agreement that is satisfactory to the County in connection with the Subdivision including satisfying all requirements, financial and otherwise, of the County concerning the provision and installation of associated works both within and external to the Subject Lands; and that the Developer satisfy all of the conditions of draft plan approval for the Subdivision; and that the Subdivision be approved and registered so that the residential lots and blocks shown on the plan for the Subdivision have direct access and frontage on a municipally assumed, public road.

The conditions of draft approval for the Subdivision require that the Developer register, to the satisfaction of the County solicitor, a section 118 restriction under the Land Titles Act agreeing not to transfer and/or change all or any part of the Subject Lands without the written consent of the County.

The conditions of draft approval for the Subdivision require that the matters and things set out in this Schedule “B” be addressed to the satisfaction of the County in one or more of the Site Alteration Agreement, Pre-Servicing Agreement and Subdivision Agreement (together referred to as the “Subdivision Agreement”) as may be applicable to the context.

That Draft Plan of Subdivision File PS4-22-DN, from MHBC Planning, Agent on behalf of *TCA, Applicant/Owner* of lands legally described as Brantford Concession 1 Part Lot 15, 16 and 17 Part of the Curtis Grant in the Augustus Jones Tract, in the former geographic Township of Brantford, seeking Draft Plan of Subdivision Approval to create development and infrastructure blocks along and municipal roads to facilitate additional employment land availability within the Primary Urban Settlement Area of Paris, as described within the Draft Plan, be approved, subject to the following conditions of draft plan approval.

GENERAL

1. That at the time of registration the draft plan, the Developer conveys to the County, free and clear of all encumbrances:
 - a. Block 7 (Park)
 - b. Blocks 8-12 (Open Space);

- c. Blocks 13-15 (Servicing Corridor);
 - d. Block 16, (SWM Facility); and
 - e. Blocks 19-27 (0.3m Reserves).
2. That the road allowances, road widenings and daylighting triangles, as determined by the County for all or part of the Subdivision, and as indicated on the Draft Plan shall be dedicated as public highways at no cost to the County, be constructed to the satisfaction of the County, and be free and clear of all encumbrances.
 3. Prior to registration of any phase of the Plan, the Plan of Subdivision include any additional 0.3 metre reserves along the daylight triangles and the flankages, as required, of all applicable Blocks, to the satisfaction of the County.
 4. That the road allowances, road widening and daylighting triangles indicated in the draft plan of subdivision be dedicated as public highway at no cost to the County, shall be constructed to the satisfaction of the County and free and clear of all encumbrances.
 5. That no earth moving, tree removal, grubbing activities and any other site works shall be undertaken on the Subject Lands until the Developer has entered into the Subdivision Agreements. No servicing of the Development or any other work will be permitted without the execution and registration of the Subdivision Agreement which includes provision for security and \$5.0 million public liability insurance and all required provincial and agency approvals. This works prohibition excludes normal maintenance and those interim grading and servicing works which are specifically permitted by a Site Alteration Permit, and Pre-Servicing Agreement with the County. In order for the Developer to undertake any interim grading and servicing works under such a Site Alteration Permit, and Pre-Servicing Agreement, the following items must be addressed and/or provided to the satisfaction of the County:
 - (a) Archaeological Potential Report and Assessment and proof that it has been accepted by the Province;
 - (b) Detailed servicing, drainage and grading plan for the *Subject Lands*;
 - (c) Interim stormwater control plan for the *Subject Lands*;
 - (d) Erosion and sediment control plan for the *Subject Lands*;
 - (e) Public Works permit;
 - (f) Interim road care plan;
 - (g) Material condition assessment of Sharp Road.
 - (h) Construction Management Plan
 - (i) Haul Road Designation if materials are to be removed from the *Subject Lands*;
 - (j) Hydrogeological and Geotechnical reports;
 - (k) Dust control plan;
 - (l) Environmental Implementation Plan;

- (m) Securities to address and implement any necessary measures noted in the above plans and reports;
 - (n) Liability Insurance;
 - (o) Tree Inventory and Preservation Report;
 - (p) Landscape Plan
 - (q) Conservation Authority Permit, if applicable;
 - (r) CLI-ECA (Environmental Compliance Approval), if applicable, including all required supporting documentation and drawings per MECP requirements; and,
 - (s) Form 1 (Record of Watermains Authorized as a Future Alteration), if applicable.
 - (t) CNR Permits.
6. The Subdivision Agreement shall include provisions that all Easements and Blocks required for utilities, servicing and drainage purposes, both internal and external to the Development, including any easement required to convey storm water to a legal outlet, shall be granted and conveyed by the Developer to the County and/or other appropriate authorities for nominal consideration free and clear of all encumbrances.

FINANCIAL REQUIREMENTS

7. Prior to final registration of all or any part of the subdivision, the Developer shall provide a detailed cost estimate and financial securities for the completion of work to be completed as part of the Environmental Implementation Plan and, to the sole satisfaction of the County. Prior to final registration of all or any part of the subdivision, the Developer must submit a letter of credit to secure the completion of the required preservation, enhancement, and mitigation measures. The Restoration and Habitat Enhancement Plan is to be initiated within 6 months of completion of servicing to the satisfaction of the County and completed according to the timelines identified in the approved Restoration and Habitat Enhancement Plan to the satisfaction of the County.
8. The Subdivision Agreement shall satisfy all of the County's requirements, financial and otherwise, concerning the provisions and installation of associated municipal works both within and external to the Subject Lands and may include but not limited to securing the works to be done by an irrevocable letter of credit and payment of municipal fees, development charges, road works, road reconstruction, street lights, underground services, drainage works, storm water management, fencing, parkland development, landscaping and other matters that may be specified by the County

9. In the Subdivision Agreement the Developer will agree to pay for and to post security to cover the cost of all maintenance and repairs of such facilities until the expiration of all maintenance periods provided for in the Subdivision Agreement and until such facilities are accepted and assumed by the County under the terms of the Subdivision Agreement. If necessary, as determined by the County, the County will install, operate, maintain some or all of such facilities services at the Developer's cost and if this is necessary the Developer will enter into a contract and/or some other appropriate agreement with the County for this purpose until such facilities are accepted and assumed by the County under the terms of the Subdivision Agreement .
10. County Development Charges and Surcharges are payable in accordance with the applicable County Development Fees & Charges By-Law, as amended from time to time.
11. That the SWM Facility will not be assumed by the County until full buildout of its entire receiving catchment area is substantially complete, which at this time will also require the final assumption of Phases 1 and 2 of the residential Plan of Subdivision and the industrial Plan of Subdivision, to the satisfaction of the County.

INFRASTRUCTURE

12. All applicable external infrastructure and services for each phase required for all or part of the Development are in place including but not limited to road improvements, municipal water supply, treatment and conveyance infrastructure and sewage treatment and waste water conveyance infrastructure and storm water conveyance and legal outlet and for the purpose of this condition services being in place means that the infrastructure exists and is operational to the satisfaction of the County and that capacity in such infrastructure has been formally allocated by the County for use in connection with the plan.
13. That the Developer provide the necessary easements and/or street dedications to the County for road improvements and/or the extension of services from this subdivision to the limits of their property at such time as requested by the County.
14. That the road allowances, road widening and daylighting triangles indicated in the draft plan of subdivision be dedicated as public highway at no cost to the County, shall be constructed to the satisfaction of the County and free and clear of all encumbrances.
15. Prior to final approval, the Developer shall:
 - Submit an update to the TIS, including recommendations to the satisfaction of the County clearly outlining the intersection and road improvements for Dundas Street East at Curtis Avenue, Sharp Road at Powerline Road, Powerline Road at Oak Park Road and Oak Park Road at Paris Road, including proportional costs associated to the subject development, and development charge eligible items.

- Enter into an agreement (s) with the appropriate road authority, to the satisfaction of the County, to implement the recommendations of the approved TIS, which may include proportional costs associated with the recommendations identified in the approved TIS, or as identified in any cost sharing agreements, or where there are developer contributions required in addition to any Development Charge related costs.
16. Prior to final approval, the Developer provide a temporary cul-de-sac at the terminus of Street 'A' until such time the roadway is extended into the lands to the west
17. The Subdivision Agreement shall include the requirements of the County be satisfied prior to registration and final approval of all or any part or all of the Subdivision. To this end, the following matters are to be addressed:
- a. That the Developer, be required to reconstruct all roads to the satisfaction of the County of Brant if installing underground services. The cost of the rehabilitation of the roads and the installation of services beyond those which are accounted for the Development Charges Background Study will be the sole financial responsibility of the Developer.
 - b. That the Developer be required to construct Sharp Road from its current asphalt limits, northerly to the Development limits at its sole expense, to the satisfaction of the County.
 - c. The Developer is responsible to maintain the SWM Facility until all lands within the catchment area of the facility are assumed by the County. These may include lands within the adjacent Plan of Subdivision.
 - d. The Developer is to pay for, and install street lighting that is to be located along the proposed streets and external existing streets, as required and to the satisfaction of the County.
 - e. The Developer will be required to regrade the frontages of the Subject Lands to ensure that a sight distance consistent with the TAC Manual is provided and to allow for proper road drainage.
 - f. Relocation of any existing infrastructure, such as but not limited to, hydro poles and telecommunication pedestals, shall be at the expense of the Developer.
 - g. The Developer will be required to provide and install underground services (including the burial of existing hydro services or new hydro services required for the development) to the satisfaction of the County.
 - h. The Geotechnical Investigation shall encompass all of the subject property and be to the satisfaction of the County.
 - i. The Hydrogeological Investigation shall encompass all of the Subject Lands and shall be acceptable to the County, to the satisfaction of the County and the GRCA.

- j. The Subdivision Agreement shall include provisions requiring Noise Attenuation Studies for all future Site Plan Control Applications related to the development of the Subject Lands.
 - k. The Developer will provide to the County a request for a water distribution system model update demonstrating that there is adequate water supply and pressure for fire protection and potable water to accommodate the Development, at the Developer's sole expense.
 - l. The Developer will provide to the County a request for a wastewater hydraulic system model update demonstrating that there is adequate conveyance and treatment capacity for municipal wastewater infrastructure to accommodate the Development, at the Developer's sole expense.
 - m. The Developer will provide to the County an Operations & Maintenance Manual and 10-Year Maintenance Plan, including budgetary cost estimates following the approval of the design package for the Stormwater Management Pond and/or LID infrastructure to the satisfaction of the County.
 - n. The Developer shall design and construct to County standards:
 - i. All on-site storm water management systems including a legal outlet for storm water; and,
 - ii. all on-site and off-site sewage conveyance and sewage treatment facilities; and,
 - iii. all on-site and off-site water supply and conveyance system facilities, capable of servicing the Development.
 - o. That the Developer be responsible for all winter maintenance, including costs until the County has assumed the roads.
 - p. The Developer shall be responsible for providing the County with the necessary data, in a format required by the County, to ensure compliance with PSAB 3150 and the County's Asset Management Plan.
 - q. Approval of the drawings for the Subdivision shall be in accordance with this Schedule and the draft conditions of approval of the Subdivision and such requirement shall be included in the Subdivision Agreement and shall be consistent with the County's Development and Engineering Standards and good engineering practices.
18. The Developer understands and agrees that the existing cul-de-sac at the terminus of Sharp Road known as Part 8 on 2R-7783 shall be restored to the satisfaction of the County, at the cost of the Developer as part of the underground servicing works.
19. That no building permits shall be issued until all external infrastructure, conveyance of any required road widening and services required for all or part of

the Development are 'In Place' (as defined in Condition 13) including municipal water supply, treatment and conveyance infrastructure, storm water conveyance, and wastewater treatment and wastewater conveyance infrastructure and the requirements of the respective Development Agreement has been met to the sole satisfaction of the County.

ENVIRONMENTAL

Conditions Required prior to Registration:

20. Prior to a Site Alteration Permit, Pre-Servicing Agreement and final registration of all or any part of the subdivision, the Developer shall address the following items to the sole satisfaction of the County, in order to maintain and enhance natural areas, maximize vegetation in settlement areas, and implement recommendations in the Environmental Impact Study prepared by Natural Resource Solutions Inc. and any additional requirements of the County as pertaining to the Subject Lands:
- a. The Developer acknowledges and agrees that the construction of the subdivision shall be in accordance with the recommendations of the Environmental Impact Study prepared by Natural Resource Solutions Inc., and an Environmental Implementation Plan and an updated Tree Inventory and Preservation Plan approved by the County as pertaining to the Subject Lands, to the satisfaction of the County.
 - b. Prior to any site preparation, topsoil removal, grading, tree cutting or vegetation removal on the Subject Lands, the Developer shall submit written confirmation from the Ministry of Environment, Conservation and Parks that no authorization is required from the Ministry to ensure compliance with the Endangered Species Act. Should authorization be required under the Endangered Species Act, the applicant shall not conduct any site preparation, topsoil removal, grading, tree cutting or vegetation in the area requiring authorization until such authorization is obtained.
 - c. Prior to any site preparation, topsoil removal, grading, tree cutting or vegetation removal on the *Subject Lands*, the Developer shall submit and implement, to the sole satisfaction of the County an Environmental Implementation Plan in accordance with applicable County guidelines to implement recommendations from the supporting Environmental Impact Studies and any other requirements of the County noted in clause (a) for the property and whereby the Environmental Implementation Plan shall include, but not be limited to, the following:
 - i. An updated Tree Inventory, Preservation and Compensation Plan specifying trees to be removed and retained. The Plan shall include mitigation measures to be implemented prior to, during and after construction to protect trees to be retained. Replacement trees shall be provided at a ratio of 10 new trees for each tree removed with a diameter at breast height equal to or greater than 10 cm.

Replacement trees shall be provided on the *Subject Lands*, on alternate lands approved by the County, and/or as cash-in-lieu to the County Tree Planting Fund in an amount prescribed in the County Fees and Charges By-Law. Where planted on the *Subject Lands* or an alternate location, replacement trees shall have a minimum height of 1.0 metres and a circumference of three inches, unless otherwise approved by the County.

- ii. A Sediment and Erosion Control Plan.
 - iii. A Natural Heritage Restoration and Enhancement Plan.
 - iv. A pre-construction, construction-stage and post-construction, maintenance and monitoring program for the ecological and hydrological management measures.
- d. Prior to any land clearing, grading or other site alteration on the *Subject Lands*, the Developer shall install tree protection and/or sediment and erosion control fencing in accordance with approved plans, to the sole satisfaction of the County.
 - e. That prior to any tree removal as part of interim grading and servicing works under a Site Alteration Permit and/or Pre-Servicing Agreement, the Developer/Owner shall provide financial securities for the replanting of trees at a rate in accordance with the County Fees and Charges By-Law to the satisfaction of the *County*.
 - f. Vegetation clearing associated with subdivision construction shall be in compliance with the Migratory Birds Convention Act, in that no clearing of vegetation occur on site is to occur during the bird breeding season (late March to August 31) unless it can be ascertained by a qualified expert that no birds covered by the Act are observed to be breeding within or adjacent to the affected area.
 - g. Tree removal associated with subdivision construction shall be timed to avoid the bat active season from April 1 to September 30 to avoid impacts to individual species at risk bats that may be using the lands.
 - h. The Subdivision Agreement shall include that prior to the registration of any part of the subdivision, the Developer install educational interpretive signage as per the Environmental Impact Study and further detailed in the Environmental Implementation Plan, to the sole satisfaction of the County.
 - i. The Subdivision Agreement shall include that following post-construction, maintenance and monitoring of the Environmental Implementation Plan, measures shall be undertaken by the Developer for at least 24 months from the date of substantial completion of the development (90%), to the sole satisfaction of the County. Once satisfactory maintenance and monitoring are completed by the Developer, the County will assume any further future monitoring, as warranted.

21. The required transfer of Park Block 7, Open Space Blocks 8-12, Stormwater Management Facility Block 16 and Servicing Corridor Blocks 13-15 to the County shall not take place, following registration of the plan, until the Environmental Implementation Plan is implemented to the sole satisfaction of the County.
22. That, prior to registration of any phase of the Plan, the Owner shall provide written confirmation from the Ministry of Natural Resources and Forestry, or its successor Ministry that the Aggregate Licenses have been surrendered or the related approved Site Plans have been amended to reflect the draft approved plan of subdivision to the satisfaction of the Ministry of Natural Resources and the County of Brant.

Required to be included In the Subdivision Agreement:

23. The Subdivision Agreement and subsequent Development Agreements shall require that the Developer engage the services of a qualified Landscape Architect to develop and implement a landscaping program at their sole expense to meet County requirements as outlined in the Official Plan and for the landscaping of the Development, including lands within the municipal right of way, Stormwater Management Facility Block (Block 16), Open Space Blocks (Blocks 7-12) and Servicing Corridor Blocks (Blocks 13-15). Any planting materials shall be of native species.
24. The Subdivision Agreement shall provide that, at any time and from time to time prior to final approval of the Subdivision and specifically at the time of registration of the Subdivision, the Developer shall provide proof to the County that the requirements of the Environmental Protection Act have been complied with.
25. The Developer agrees to carry out and implement the recommendations contained in the Environmental Impact Study and Environmental Implementation Plan at the Developer's expense, to the satisfaction of the County and the Grand River Conservation Authority.
26. That the Developer/Owner is to pay for and install all landscaping as per the approved Landscape Plans and Environmental Implementation Plans, as required and to the satisfaction of the County.
27. That the Developer installs trees, being 50mm caliper DBH, and of a native species as listed in the County's Recommended Plant Species List, to the sole satisfaction of the County, in alignment with the following guidelines:
 - a. For multi-family lots, blocks and parkland one tree shall be planted for every 500m²; and

- b. Standard street tree planting (boulevards and municipal right-of-ways) consistently spaced along their respective frontages at minimum intervals of 10m O.C. for larger mature trees, but as little as 5m O.C. for smaller maturing trees please refer to the County of Brant Technical Tree Guidelines.

PARKLAND AND OPEN SPACE

Conditions Required prior to Registration:

28. That the Developer provides Park Blocks or cash-in-lieu of parkland dedication to the County of Brant in accordance with the Parkland Dedication By-Law and the Official Plan. The Owner shall provide, at its expense and to the satisfaction of the County:
 - a. a Park & Open Space Grading Plan for Block 7, ensuring positive drainage and the maximization of functional park space per Design of Public Spaces Standards. Park grading, fencing, and other agreed upon works must be completed prior to the first interim certificate of completion. All pathways, trails, and connections shall be depicted on this plan to include all features and amenities listed below:
 - a) any required Services, and in the case of sanitary and storm sewers, water and hydro, to be located at a minimum to the inside of the Lot Line of each designated Park Block(s);
 - b) all park grading and drainage features, per the approved grading plan, including french drains, swales, manholes, piping, topsoil and vegetation cover, as required;
 - c) all other walkways, pathways, trails and parking lots within parks and connections to existing trail networks and other amenities;
 - d) parking lot construction (in the event one is proposed within the park space) and any other associated works (i.e. surfacing, grading, drainage, curbing, etc.);
 - e) all park and street lighting or other illumination;
 - f) all park and pathway fencing and property illumination;
 - g) installed pre-construction signs on the Parkland stating "NO ACCESS ALLOWED UNTIL PARK FACILITIES ARE CONSTRUCTED AND APPROVED BY THE COUNTY OF BRANT"
 - b. digital files (AutoCAD, GIS compatible, etc.) upon request. The County shall use these files to proceed with the design of the park space. The files shall include all necessary information including, but not limited to lot

lines, final proposed grades, drainage, utilities and servicing features, etc. It is the responsibility of the Owner to make certain the drawings are up to date and accurate. The County will ensure the final park Grading Plan meets proposed perimeter elevations noted in the files. Any on-site discrepancies are the responsibility of the Owner to rectify;

- a) If the County provides the Owner with the finalized Park Grading Plan prior to site grading, the Owner will grade the site to match proposed grades. Note: County will ensure Grading Plan meets proposed perimeter elevations.

UTILITY & SERVICE PROVIDERS:

Conditions Required prior to Registration:

29. The Subdivision Agreement shall include the requirements of Grandbridge Energy (GBE). be satisfied prior to registration and final approval of all or any part of the Subdivision. To this end, the following matters are to be addressed:
 - a. The Developer will be required to enter into an Agreement with GBE to establish the terms and conditions to service the development at 100% cost. The Developer is encouraged to contact GBE as soon as possible to discuss phasing and other details of the proposed subdivision.
 - b. The Developer must grant easements to the satisfaction of GBE at 100% Owner cost.
 - c. The Developer will be responsible for all costs associated with relocation and/or upgrade of existing electrical plant if required as a result of this development.
 - d. That the Corporation of the County of Brant be advised by GBE that their conditions have been satisfied.
30. The Subdivision Agreement shall require that, prior to registration of all or any part of the Subdivision, the Canada Post is to advise the *County* that they are satisfied with the servicing arrangements between the *Developer* and the Canada Post.
31. Prior to registration of all or any part of the Subdivision, the telecommunications, natural gas supply, electrical utilities and any other public utility company are to advise the County that they are satisfied with the servicing arrangements between the Developer and the telecommunications, natural gas supply, electrical utilities and any other public utility company.
32. Prior to any work commencing on the Subject Lands, save and except grading and servicing works permitted by a Site Alteration Permit and/or Pre-Servicing Agreement, the Developer must confirm that sufficient wire-line communication, telecommunication infrastructure is currently available within the Subject Lands to provide communication/telecommunication service for the Development. In the event that such infrastructure is not available, the Subdivision Agreements shall

require the Developer to pay for the connection to and/or extension of the existing communication, telecommunication infrastructure.

33. Prior to registration of all or any part of the Subdivision, the Developer provide to Union the necessary easements and/or agreements required by Enbridge for the provision of gas services for this project, in a form satisfactory to Enbridge.
34. That prior to final approval, the Applicant provide an easement established over the Hydro corridor that bisects Blocks 13 and 14 for any services or vehicular/pedestrian emergency access, if required.

Required to be included In the Subdivision Agreement:

35. The Developer acknowledges and agrees to convey any easement(s) as deemed necessary by Bell Canada to service this new development. The Developer further agrees and acknowledges to convey such easements at no cost to Bell Canada.
36. The Developer agrees that should any conflict arise with existing Bell Canada facilities where a current and valid easement exists within the subject area, the Developer shall be responsible for the relocation of any such facilities or easements at their own cost.

SERVICING

Conditions Required prior to Registration:

37. That prior to final approval, the County confirm that Blocks 13-15 (Servicing Corridor) is adequately sized to accommodate existing or planned infrastructure or determine the need for any additional easement requirements with any modification to increase or decrease the Block will be required on the final plan to the satisfaction of the County of Brant.
38. Prior to the release of building permits, the Developer shall agree to provide confirmation from a qualified professional that the stormwater management facilities have been constructed in accordance with the approved plans and are operating as necessary to the satisfaction of the County and the Grand River Conservation Authority.

Required to be included In the Subdivision Agreement:

39. The Development shall be developed on full municipal services, including sanitary sewers, municipal water, urban storm water management practices and urban roads; and, following receipt of notice from the County that there are no appeals of the draft approval of the Subdivision, the Developer shall negotiate with the County in the Subdivision Agreements financing arrangements which are satisfactory to the County and under which all applicable costs associated with the design and construction of any required infrastructure necessary to service the subdivision or phase are to be paid for by the Developer, and to the satisfaction of the County.

SITE ALTERATION AND DEVELOPMENT

Conditions Required prior to Registration:

40. The Site Alteration Permit, Pre-Servicing Agreement and Subdivision Agreements shall provide that, prior to any grading or construction on the *Subject Lands* and the final approval for registration of all or any part of the Subdivision, the Developer shall submit and obtain approval from the Grand River Conservation Authority and the County, where applicable, of the following plans and reports:
- a. A detailed Stormwater Management Report in accordance with the 2003 Ministry of Environment Report entitled, "Stormwater Management Practices, Planning and Design Manual". It will also address the need to convey storm waters to a proper legal drainage outlet to the satisfaction of the County;
 - b. A detailed Lot Grading, Servicing and Storm Drainage Plan.
 - c. An Erosion and Siltation Control Plan in accordance with the Grand River Conservation Authority's Guidelines for sediment and erosion control, indicating the means whereby erosion will be minimized and silt maintained on-site throughout all phases of grading and construction.
 - d. The submission and approval of Ontario Regulation 41/24 – Prohibited Activities, Exemptions and Permits permit from the GRCA prior to the construction in a wetland and/or grading in a regulated area and/or construction of the Stormwater Management outlet in a regulated area.
 - e. An Environmental Implementation Plan, including but not limited to an updated Tree Inventory and Preservation Report, pre during and post construction monitoring plan, a Natural Heritage Restoration and Enhancement Plan that implements the recommended mitigation measures in the Environmental Impact Study prepared by Natural Resource Solutions Inc. and a Natural Heritage Restoration and Enhancement Plan within 15 metres of the intermittent tributary south of the CNR;
 - f. An application for Permission pursuant to the Grand River Conservation Authority: Regulation of Development, Interference with Wetlands and Alterations to Shorelines and Watercourses, Ontario Regulation 150/06 as amended, if required.
41. That, prior to any interim grading and servicing works under a Site Alteration Permit and/or Pre-Servicing Agreement, the Developer provides a full report on the archaeological significance of the Subject Lands and the County is advised by letter from the Ontario Ministry of Tourism, Culture and Sport that the Ministry is satisfied and has no objection to the development of the plan of subdivision or to its final approval for registration. Even if there is no Pre-Servicing Agreement, this requirement will also be addressed in the Subdivision Agreements.

42. The Developer and owner agrees and understands to construct and provide appropriate pedestrian trails/walkways within the respective phase of the Plan of Subdivision, to the satisfaction of the County and the Grand River Conservation Authority, all of which shall be at the sole expense of the Developer/Owner.
43. That the Developer install fencing to be determined through detailed Subdivision and Site Plan Control reviews, to the satisfaction of the County.

Required to be included In the Subdivision Agreement:

44. That the Site Alteration Permit, Pre-Servicing Agreement and Subdivision Agreement shall require that the Developer to maintain the site in a safe and satisfactory condition, free of debris, weeds and other such materials, until the plan is fully developed and the servicing is assumed by the County as contemplated by the Subdivision Agreements.
45. The Site Alteration Permit, Pre-Servicing Agreement and Subdivision Agreement will include a requirement that the Developer shall ensure that no stockpiles of fill or any overland drainage patterns be altered on all sides of the total holdings within 30 meters of the property boundary or within 30 metres of a watercourse or wetland unless otherwise approved by the County or otherwise permitted under the Aggregate Resource Act. That all stockpiles shall be encircled with appropriate silt fence. The height of any stockpiles of fill shall not exceed 6 metres in height. Any stockpile with greater than a 2 to 1 slope shall be fenced and the areas posted as dangerous. No stockpiling of construction materials, topsoil, or refuse is permitted in the Park Blocks.
46. The Subdivision Agreement shall provide that each offer of purchase of all or any part of the Development shall contain a caution to the purchaser of the following:
 - a) That no alteration of the drainage plan for the property or surrounding properties is permitted without the express written approval of the *County*;
 - b) That the purchaser on occasion may be subject to noise, odour and dust of agricultural origin due to the proximity of an existing agricultural/aggregate operation;
47. The Subdivision Agreement shall include language to ensure that the Developer is responsible for the decommissioning of any boreholes drilled on the Development as part of a hydrogeological investigation, or for any other subsurface investigation and for decommissioning any wells located on the Development in accordance with the requirements of the Ontario Water Resources Act and Ministry of the Environment, Conservation and Parks guidelines; and for any additional steps as may be required in order to obtain and forward to the County a certificate of a

licensed Professional Engineer certifying such decommissioning has been done on the Development.

INDIGENOUS CONSULTATION

48. That the Developer/Owner engage in meaningful consultation with Six Nations of the Grand River Elected Council (SNGREC). Proof of engagement to be provided in advance of any site works to the satisfaction of the County of Brant.

CANADIAN NATIONAL RAILWAY

49. That the Developer satisfy the conditions of CN as follows:

- a. Prior to final approval, enter into an agreement with the County that at the time of site plan approval, Block 6, Block 5 and Block 1 to provide an associated noise, vibration and safety studies to address any such requirements, including:
 - (a) a 2.5 metre high earthen berm where required for institutional, commercial (ie. office, retail, hotel, restaurants, shopping centres, warehouse retail outlets, and other places of public assembly) and recreational facilities (i.e. parks, outdoor assembly, sports area), where such uses are proposed and deemed necessary.
- b. Prior to final approval, the subdivision agreement require that the storm water management facility must be designed to control storm water runoff to pre-development conditions including the duration and volume of the flow and accordingly have no impacts on CN right of way, including ditches, culverts and tracks. Where any alterations are proposed to the existing drainage pattern affecting railway property must receive prior concurrence from CNR and be substantiated by a drainage report to the satisfaction of the Railway.

REGISTRATION

50. That the Developer provide a copy of accepted digital plans, submitted in an AutoCAD compatible digital format. The submission shall be the final plan in content, form and format and properly geo-referenced.
51. That the proposed streets be named to the satisfaction of the County and that 75% of the names shall be selected from the list of names of War Veterans.
52. That the Developer provide proof/copy of draft approved civic addressing for the proposed development issued by the Planning Division to the satisfaction of the County.

53. At any time prior to final approval of the Subdivision, the County may ask for additional information or material that the County may consider it needs.
54. The Developer shall provide a clearance letter from each authority having conditions listed herein.
55. The Subdivision Agreement shall require the Developer to deposit Mylars and digital copies of the Plan of Subdivision, to the satisfaction of the County. The digital copies shall be submitted in ESRI compatible format, such as shapefile or file geodatabase.
56. At least 90 days prior to final approval of the Subdivision, the County of Brant is to be advised in writing by the Developer, how Conditions 1 through 50 have been satisfied.
57. Pursuant to Section 51(32) of the Planning Act, draft plan approval, together with all conditions, shall lapse in three (3) years from the date of granting original draft plan approval by the Local Planning Appeal Tribunal, should final approval not be given. For any subsequent phase, draft approval shall lapse if final approval is not given within three (3) years of registration of the previous phase.
58. Prior to the final registration of all or any part of the Subdivision, the Developer provide to the General Manager of Development Services through an Ontario Land Surveyor confirmation that all proposed Lots, Blocks and Units meet the minimum lot and/or unit area and frontage requirements of the Corporation of the County of Brant Zoning By-Law 61-16.

NOTES TO DRAFT PLAN APPROVAL:

- *It is the Developer's responsibility to fulfill the conditions of draft plan approval and to ensure that the required clearance letters are forwarded to the County of Brant by the appropriate agencies.*
- *The final plan approved by the County of Brant must be registered within 30 days of final clearance by the County or the County may withdraw its approval pursuant to Section 51 (59) of the Planning Act.*
- *As noted as a condition, the County will require registration of the Subdivision Agreement against the Subject Lands, to which it applies, as notice to prospective purchasers.*
- *The Developer shall be responsible for notifying the County of Brant six (6) months in advance of the lapse date of its intention with respect to the extension of draft plan approval of the Residential Subdivision.*

- *For certainty, any reference to final registration of all or any part of the Subdivision shall refer to that portion of the lands which the Developer is seeking to have registered at that particular time and not the entirety of the lands owned by the Developer.*

BY-LAW NUMBER 62-26

-of-

THE CORPORATION OF THE COUNTY OF BRANT

To further amend By-Law Number 61-16, being the Comprehensive Zoning By-Law for the County of Brant, as amended.

MHBC Planning, Agent on behalf of Telephone City Aggregates (TCA), Owner, of 88 Dundas Street and Part of Lots 15, 16 and 17, Concession 1, Part of the Curtis Grant in the Augustus Jones Tract, County of Brant.

WHEREAS Section 34 of *The Planning Act* authorizes the council of the County of Brant to pass By-Laws restricting the use of land and the erecting, locating, or using of buildings or structures, for or except for such purposes as set out in the Comprehensive Zoning By-Law, including that the Comprehensive Zoning By-Law may be amended.

AND WHEREAS ZBA43-22-DN was received from MHBC Planning Ltd., Agent on behalf of Telephone City Aggregates (TCA), Owner of 88 Dundas Street and Part of Lots 15, 16 and 17, Concession 1, Part of the Curtis Grant in the Augustus Jones Tract, in the County of Brant, proposing to amend the Comprehensive Zoning By-law for the County of Brant, being By-law 61-16 as amended.

AND WHEREAS the application to amend the Comprehensive Zoning By-Law for the County of Brant seeks to change the present zoning on the subject lands, from Agriculture (A), Natural Heritage (NH), Resource Extraction (EX), Heavy Industrial (M3), and Special Exception, Automotive Commercial (C6-1) to:

- a) Prestige Industrial (M1),
- b) Special Exception, Prestige Industrial (M1-17),
- c) Holding Provision, Prestige Industrial (h-42-M1),
- d) Light Industrial (M2),
- e) Special Exception, Heavy Industrial (M3-32),
- f) Holding Provision, Special Exception, General Commercial (h-42-C2-40),
- g) Open Space (OS1),
- h) Natural Heritage (NH), and
- i) Natural Heritage Vegetation Protection Zone (NH1), to facilitate an industrial subdivision.

AND WHEREAS this application to amend the Comprehensive Zoning By-Law for the County of Brant is in conformity with the policies of Official Plan for the County of Brant (2023).

AND WHEREAS the Council of the Corporation of the County of Brant recommended approval of this By-Law on May 12, 2026.

AND WHEREAS the Council of the Corporation of the County of Brant deems such an amendment to the County of Brant Zoning By-Law to be desirable for the future development and use of the lands.

NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE COUNTY OF BRANT HEREBY ENACTS AS FOLLOWS:

1. **THAT** Schedule 'A' of the Zoning By-Law 61-16, is hereby amended by changing the zoning of the subject lands from the present Agriculture (A), Natural Heritage (NH), Resource Extraction (EX), Heavy Industrial (M3), and Special Exception, Automotive Commercial (C6-1) to: Prestige Industrial (M1), Special Exception, Prestige Industrial (M1-17), Holding Provision, Prestige Industrial (h-42-M1), Light Industrial (M2), Special Exception, Heavy Industrial (M3-32), Holding Provision, Special Exception, General Commercial (h-42-C2-40), Open Space (OS1), Natural Heritage (NH), and Natural Heritage Vegetation Protection Zone (NH1).

2. **THAT** Section 10.7 Special Exceptions C2 Zone is hereby amended by adding the following:

C2-40

Notwithstanding any provision of this By-Law to the contrary, within any area zoned C2-40 on Schedule "A" hereto, the following site specific zone provisions shall apply:

- a. A minimum 30 metre setback, from the railway right-of-way, in conjunction with a 2.5 metres high earthen berm for *sensitive land uses*, setbacks for all other uses determined through consultation with CN Rail.

Sensitive land uses are defined in the Official Plan as: buildings, amenity areas, or outdoor areas where routine of normal activities occurring at reasonably expected times would experience one or more adverse effects from containment discharges generated by a nearby major facility.

Sensitive land uses may be part of the natural or built environment. Examples may include, but are not limited to: residences, day care centres, educational and health facilities.

- b. All other requirements of the By-Law shall apply.

3. **THAT** Section 11.5 Special Exceptions M1 Zone is hereby amended by adding the following:

M1-17

Notwithstanding any provision of this By-Law to the contrary, within any area zoned M1-17 on Schedule "A", hereto, the following site specific zone provisions shall apply:

- a. A minimum 15 metre building setback, from the railway right-of-way for heavy industrial, warehouse, manufacturing and repair uses.

- b. All other requirements of the By-Law shall apply.

4. **THAT** Section 11.7 Special Exceptions M3 Zone is hereby amended by adding the following:

M3-32

Notwithstanding any provision of this By-Law to the contrary, within any area zoned M3-32 on Schedule "A", the following site specific zone provisions shall apply:

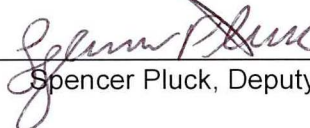
- a. A minimum 15 metre building setback, from the railway right-of-way for heavy industrial, warehouse, manufacturing and repair uses.
 - b. All other requirements of the By-Law shall apply.
5. **THAT** the Holding provision (h-42) applying to the lands zoned Holding Provision, Special Exception, General Commercial (C2-40), and Holding Provision Prestige Industrial (M1), may be lifted:
- a. Once confirmation that legal access and frontage along an improved right of way or adjacent parcel have been established, to the satisfaction of the County.
6. **THAT**, this By-Law shall come into force and take effect on the day after the last day of appeal in compliance with the provisions of *The Planning Act*, R.S.O., 1990, as may be amended from time-to-time.

READ a first and second time, this 9th day of June, 2026.

READ a third time and finally passed in Council, this 9th day of June, 2026.



David Bailey, Mayor



Spencer Pluck, Deputy Clerk

