

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:	West Quarre (Two) Inc. c/o Orlando Corporation
Date of Decision:	October 6, 2026
File No.:	ZBA13-26-RC & PS3-26-RC – 986 & 1034 Powerline Road
Date of Notice:	October 7, 2026
Last Date of Appeal:	October 27, 2026
Municipality:	County of Brant
Subject Lands:	Part of Lots 8 & 9, Concession 2, Brantford designated as Parts 1, 2 and 3 on Plan 2R8941; subject to an easement over Part 1 on Plan 2R8941 as in TB40802; subject to an easement in gross over Part 3 on Plan 2R8941 as in BC217508; County of Brant; and West Quarre (Two) Inc., owner of PIN 32054-1614 (LT) and described as Part of Lot 7, Concession 2, Brantford designated as Parts 1 & 2 on Plan 2R8860; subject to an easement as in TB40599; County of Brant

The Council of the Corporation of the County of Brant has approved the Draft Plan of Subdivision under County File No. [PS3-26-RC and Zoning By-Law Amendment By-law No. 126-26](#) on October 6, 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 the future development of the lands for industrial uses. The Draft Plan of Subdivision will be comprised of a total of 8 blocks, including two new municipal roads. Blocks 1-4 will be for industrial/employment uses, blocks 5 and 7 for stormwater ponds, and block 6 for the required MTO setback.

Purpose of the Zoning By-Law Amendment:

To rezone the subject lands as outlined in the Amending By-Law from Agricultural (A) and Special Exception Light Industrial (M2-47) to Special Exception Light Industrial (M2-47) to permit increased building height and a standard parking ratio, Special Exception Light Industrial (M2-48) to permit additional industrial uses, increased building height, standard parking ratio and provisions related to outdoor storage, and Open Space (OS1) Zone.

The following items are attached:

1. Conditions of approval
2. Copy of By-law No. 126-26

3. An explanation of the purpose and effect of By-law No. 126-26
4. A statement from the Clerk of the Corporation of the County of Brant stating that By-law No. 12-26 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 March 4, 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 **October 27, 2026. The appeal must be received by 4:00 P.M. on this date in order to be valid.**

Dated this 7th day of October, 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. ZBA13-26-RC & PS3-26-RC 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

This By-law applies to lands located at 986 & 1034 Powerline Road, Paris, ON, in the County of Brant.

The purpose of this By-law is to re-zone the lands from Agricultural (A) to Light Industrial (M2-48) and Open Space (OS1) to bring the subject lands into conformity with the County's Prestige Employment Official Plan designation, and to allow for site specific provisions to allow for Chemical & Pharmaceutical Industry, Food Processing Plant, and Processed Goods Industry as permitted uses, as well as increased building height of 20 m and an overall parking rate of 1 space per 250 square metres, and to permit open storage in front and exterior yards.

BY-LAW NUMBER 126-26

-of-

THE CORPORATION OF THE COUNTY OF BRANT

To amend By-law Number 61-16, the Zoning By-law of the County
of Brant, as amended (986 & 1034 Powerline Road)

WHEREAS an application was received from MHBC Planning, on behalf of Orlando Corporation, Owners of 986 & 1034 Powerline Road, to amend Zoning By-law 61-16 to change the current Zoning from "Agricultural (A)" and "Special Exception Light Industrial (M2-47)" to "Special Exception Light Industrial (M2-47)" to permit an increased maximum building height and standardized parking ratio, "Special Exception Light Industrial (M2-48)" to permit a mix of industrial uses, as well as increased building height, standardized parking ratio, and outdoor storage in an exterior side yard, and "Open Space (OS1)" for a proposed stormwater management block and open space block;

AND WHEREAS The *Planning Act* empowers a municipality to pass by-laws prohibiting the use of land and the erection, location and use of buildings or structures, except as set out in the by-law;

AND WHEREAS this By-law is in conformity with the Official Plan for the County of Brant;

AND WHEREAS the County of Brant Council deems it to be desirable for the future development and use of the lands described above;

NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE COUNTY OF BRANT HEREBY ENACTS as follows:

1. **THAT** Schedule 'A', Key Maps 54, 55, 69 and 70 and of By-law Number 61-16 are hereby amended by changing the zoning on the subject lands from "Agricultural (A)" and "Special Exception Light Industrial (M2-47)" to "Special Exception Light Industrial (M2-47)", "Special Exception Light Industrial (M2-48)" and "Open Space (OS1)".
2. **THAT** for lands zoned "Light Industrial (M2-48)" of the attached Zoning Schedule, the following site-specific provisions shall be applicable:
 - i. That a Chemical & Pharmaceutical Industry, Food Processing Plant, and Processed Goods Industry be permitted
 - ii. A maximum building height of 20 metres;

- iii. A parking rate of 1 space per 250 square metres of ground floor area;
and,
- iv. Open storage may be permitted in the exterior side yard, subject to screening.

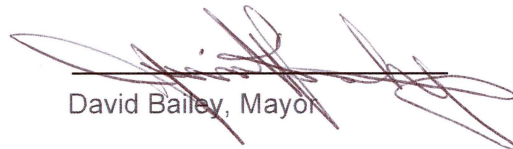
All other requirements of the By-Law shall apply.

3. **THAT** this by-law shall come into force on the day it is approved by County of Brant Council.

READ a first and second time, this 6th day of OCTOBER, 2026.

READ a third time and finally passed in Council, this 6th day of OCTOBER, 2026.

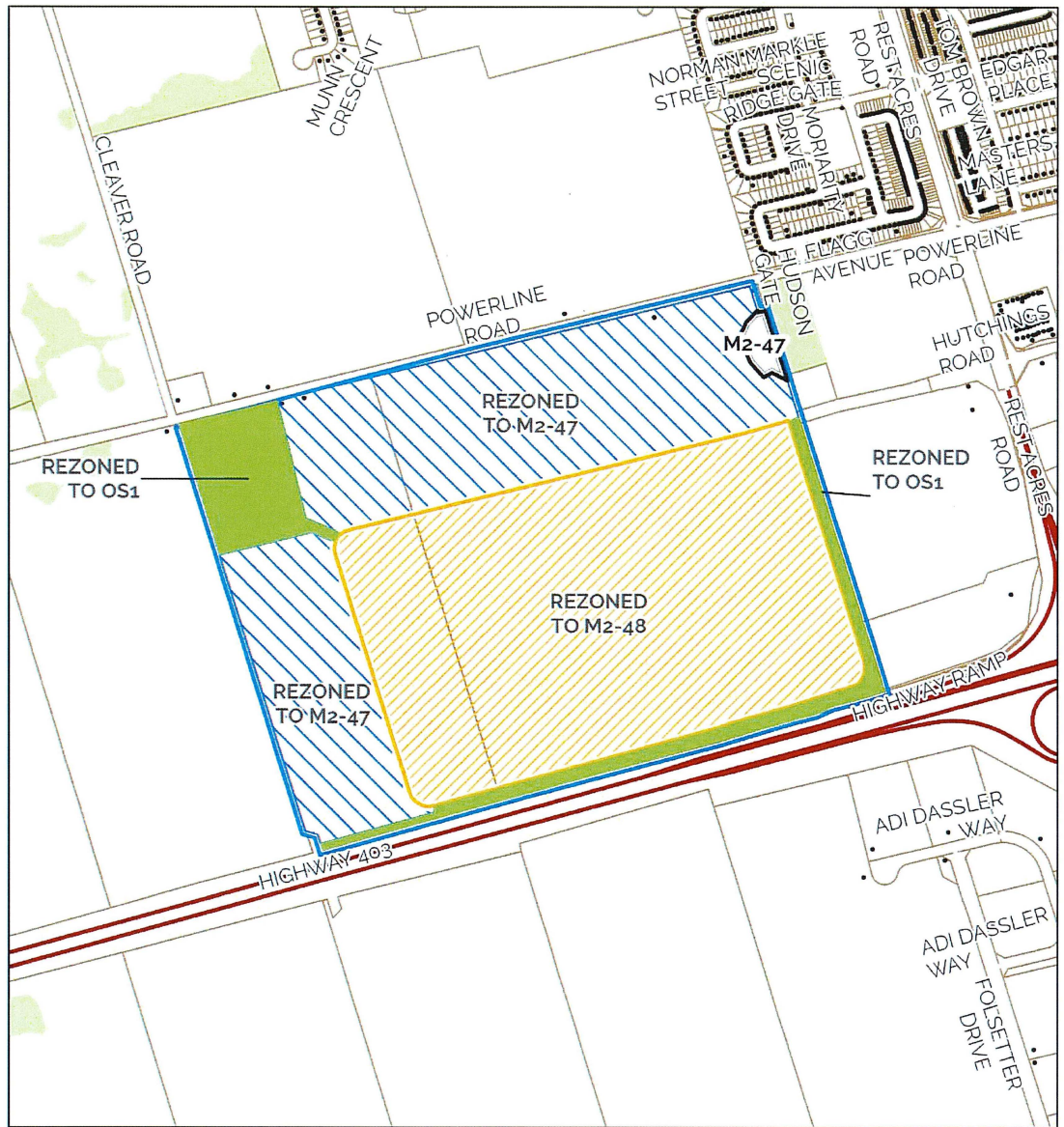
THE CORPORATION OF THE COUNTY OF BRANT



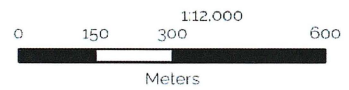
David Bailey, Mayor



Spencer Pluck, Deputy Clerk



SCHEDULE 'A'
COUNTY OF BRANT
BY-LAW No. 126-26



Date Printed: 2026-09-29

SCHEDULE “B”

To

COUNTY OF BRANT – CONDITIONS OF FINAL APPROVAL PLAN OF SUBDIVISION FILE: *PS3/26/RC Orlando Phase II*

Please note in these conditions of draft approval any reference to *Owner, Developer* or *Applicant* shall be interpreted as referring to *Orlando Phase II* and that reference to the ‘*County*’ shall be interpreted as referring the *County of Brant*. The ‘*Subject Lands*’ are identified as 986 and 1034 Powerline Road.

The conditions of draft approval for the Subdivision require that the Developer/Owner 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/Owner satisfy all of the conditions of draft plan approval for the Subdivision; and that the Subdivision be approved and registered so that the industrial 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/Owner register, to the satisfaction of the County solicitor, a section 118 restriction under the Land Titles Act agreeing not to transfer and/or charge 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 PS3/26/RC, from MHBC Planning on behalf of West Select (Two) Inc., owner of lands legally described as Part of Lots 8 & 9, Concession 2, Brantford designated as Parts 1, 2 and 3 on Plan 2R8941; subject to an easement over Part 1 on Plan 2R8941 as in TB40802; subject to an easement in gross over Part 3 on Plan 2R8941 as in BC217508; County of Brant; and West Quarre (Two) Inc., owner of PIN 32054-1614 (LT) and described as Part of Lot 7, Concession 2, Brantford designated as Parts 1 & 2 on Plan 2R8860; subject to an easement as in TB40599; County of Brant, 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/Owner conveys to the County, free and clear of all encumbrances, save and except easements for utilities, servicing and/or drainage:
 - a. Block 5 (Stormwater Management);
 - b. Block 6 (Open Space);
 - c. Block 7 (Servicing Corridor);
2. Prior to registration of any phase of the Plan, the Plan of Subdivision include any additional 0.3 metre reserves along the frontage of Powerline Road, to be negotiated with Hydro One, to the satisfaction of the County.
3. That prior to final approval, the Applicant provide an easement established over the Hydro corridor that bisects Blocks 2, 3 and 5 for any services or vehicular/pedestrian access.
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 save and except easements for utilities, servicing and/or drainage.
5. That no earth moving, tree removal, grubbing activities and any other site works shall be undertaken on the Subject Lands until the Developer/Owner has entered into the Subdivision Agreement. 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/Owner 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) Construction Management Plan
- (h) Haul Road Designation if materials are to be removed from the *Subject Lands*;
- (i) Hydrogeological and geotechnical reports;
- (j) Dust control plan;
- (k) Environmental Implementation Plan;
- (l) Liability Insurance;
- (m) Tree Inventory, Preservation and Compensation Report;
- (n) Landscape Plan;
- (o) Securities to address and implement any necessary measures noted in the above plans and reports;
- (p) Conservation Authority Permit, if applicable;
- (q) CLI-ECA (Environmental Compliance Approval), if applicable;
- (r) Form 1 (Record of Watermains Authorized as a Future Alteration), if applicable; and,
- (s) MTO permit.

The Developer/Owner pre-services at its own risk and shall indemnify and save harmless the County against any liability and the County will not be held responsible for paying any of the costs incurred by the Subdivider or other parties on its behalf in respect to the design, approval or construction, including pre-servicing of the lands or any cost whatsoever.

6. To convey to the County and/or other appropriate authorities 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 free and clear of all encumbrances save and except easements for utilities, servicing and/or drainage.

PHASING

7. The Development is to be staged or phased, and the staging/phasing and servicing of each stage/phase shall be to the sole satisfaction of the County. For the purposes of this condition, the development of any stage/phase of the Development may proceed when the County is satisfied that all of the external infrastructure/services for that stage/phase are in place.
8. Phasing shall be in accordance with the County's current Water and Wastewater Servicing Capacity Allocation Policy.
9. Each phase/stage shall develop with appropriate access to the satisfaction of the County. Where required, additional access may be implemented through an external works agreement, authorizing the Developer / Owner to construct a street external to the plan of subdivision, in a form satisfactory to the General Manager of Development Services. If necessary, the County or landowner may initiate a Municipal Class Environmental Assessment or equivalent approval process as required for the same prior to the registration of phase 2 of the Plan. Should County lands be dedicated as public highway for the purposes of the construction of an additional access, a red-line revision to the Plan may be required to be made by the Developer/Owner. A cost sharing agreement for the construction of an additional access shall be determined to the satisfaction of the County and will identify the appropriate distribution of growth related costs (i.e. Development Charge eligible costs) and developer costs.
10. The Developer / Owner must maintain emergency services access throughout the Subject Lands through all the phases of construction.

FINANCIAL REQUIREMENTS

11. The Developer/Owner shall enter into a Subdivision Agreement for each phase/stage unless otherwise agree, to 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, street lights, underground services, drainage works, storm water management, fencing, parkland development, tree compensation, environmental implementation plan works landscaping and other matters that may be specified by the County.

12. The Developer/Owner 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/Owner's cost and if this is necessary the Developer/Owner 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.
13. County Development Charges and Surcharges are payable in accordance with the applicable County Development Charges By-Law, as amended from time to time.

INFRASTRUCTURE

14. 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.
15. That the Developer/Owner 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.
16. That the road allowances, road widening and daylighting triangles, that meet Transportation Association of Canada (TAC) standards, 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.
17. Prior to final approval, the Developer/Owner shall provide an updated Transportation Impact Study (TIS) to the satisfaction of the County and agree to implement any recommendations.
18. 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/Owner, 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/Owner.
- b. The Developer/Owner 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.
- c. The Developer/Owner 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.
- d. Relocation of any existing infrastructure, such as but not limited to, hydro poles and telecommunication pedestals, shall be at the expense of the Developer/Owner.
- e. The Developer/Owner 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.
- f. The Geotechnical Investigation shall encompass all of the subject property and be to the satisfaction of the County.
- g. The Hydrogeological Investigation shall encompass all of the Subject Lands and be acceptable to the sole satisfaction of the County, that includes updated water balance and continuous groundwater and surface water level monitoring in accordance with Provincial Guidelines "2021 Director's Technical Rules under the Clean Water Act".
- h. The County will undertake a request for a water distribution system model update demonstrating that there is adequate water supply and pressure for fire protection and potable, as well as wastewater conveyance and treatment capacity, to accommodate the Development, at the Developer/Owner's sole expense.
- i. The Developer/Owner will provide the County with 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.
- j. The Developer/Owner shall design and construct to County standards:
 - i. All on-site storm water management systems including a sufficient legal outlet for storm water;

- ii. All private on-site and off-site sewage conveyance; and,
 - iii. all on-site and off-site water supply and conveyance system facilities, capable of servicing the Development.
 - k. That the Developer/Owner be responsible for all winter maintenance including costs until the County has assumed the roads.
 - l. The Developer/Owner 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.
 - m. 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.
19. The Developer / Owner agrees to comply with all relevant provisions of the Ontario Fire Code and acknowledges that all fire hydrants shall be fully operational prior to building permits being issued and unobstructed for use at all times. *(S.11.4 of subdivision agreement)*
20. The Developer / Owner shall provide a Noise/Acoustical Study by a qualified professional engineer to the satisfaction of the County. The scope of the study shall be developed in consultation with the County. To this end, the following matters are to be addressed:
- a. That the Developer / Owner shall have a qualified engineer investigate the need for acoustical shielding along Powerline Road for proposed development and the recommendations contained in the Noise Study be implemented through the Subdivision Agreement, to the satisfaction of the County. Should such shielding be necessary, it shall be built to the satisfaction of the County at the expense of the Developer/Owner. The need for noise attenuation for new development shall only be considered as a last resort and after giving consideration to increased setbacks from noise sources and appropriate zoning adjacent to noise sources. Any noise barriers shall be located on the lands being developed and not on the municipal road allowances, and shall be maintained by the Developer / Owner and subsequent owners.
 - b. The traffic and road noise analysis in the Noise Study shall be completed using Ontario Road Noise Analysis Method for Environment and Transportation (ORNAMENT) or the STAMSON Model.

21. The Developer/Owner acknowledges 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 14) including municipal water supply, treatment and conveyance infrastructure, storm water conveyance, sufficient legal outlet, and wastewater treatment and wastewater conveyance infrastructure and the requirements of the respective Subdivision Agreement has been met to the sole satisfaction of the County.
22. The Subdivision Agreement shall include provisions for the completion and maintenance of the works in accordance with the approved plans and reports set out in this Schedule or in the conditions of draft approval for the Subdivision.
23. That prior to final approval, the County confirm that Block 7 (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.
24. Prior to the release of building permits, the Developer/Owner 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.
25. 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/Owner shall negotiate with the County in the Subdivision Agreement 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/Owner, and to the satisfaction of the County.
26. Prior to the registration of any phase that includes Block 4, the Developer/Owner shall prepare an updated Transportation Impact Study to determine if a future road connection to the west is required. The Transportation Impact Study (TIS) shall be coordinated with the County's in-effect Transportation Master Plan. If required, a block to extend Street 'A' from the northern terminus of Street 'A' to the western property limit, at a width of 26.0 metres, shall be conveyed to the County without modification to this plan, to the satisfaction of the County.

ENVIRONMENTAL

27. The Developer/Owner acknowledges and agrees that the construction of the subdivision shall be in accordance with the recommendations of any Environmental Impact Study, Environmental Implementation Plan, Tree Inventory, Preservation and Compensation Plan and/or similar environmental studies approved by the County as pertaining to the Subject Lands, to the satisfaction of the County. Such studies shall form part of the Subdivision Agreement.
28. 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.
29. 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.
30. Prior to any land clearing, grading or other site alteration on the Subject Lands, the Developer/Owner shall install tree protection, sediment and erosion control fencing, and any other required mitigation measures in accordance with approved plans, to the sole satisfaction of the County.
31. Prior to any tree removal, grading and servicing works in or within 10 m of the Subject Lands and prior to a Site Alteration Agreement, Pre-Servicing Agreement or Subdivision Agreement whichever shall occur first, the Developer/Owner shall provide a Tree Inventory, Preservation and Compensation Report to as per the requirements listed in the County's Technical Tree Guidelines. The Report must clearly establish what treed areas, if any, are to be protected from development and what areas are to be reserved for new tree plantings. Tree compensation shall be provided at the greater replacement ratio of 2:1, as per an approved Environmental Implementation Plan; or as per County Technical Tree Guidelines. Where insufficient area exists on the Subject Lands for replanting, cash-in-lieu in accordance with the County Fees and Charges By-Law will be required. Securities for the compensation of removals are required to be posted prior to any tree removal at 50% of the cash-in-lieu rate, or to the satisfaction of the County. Boundary Trees, as defined "Trees Common Property" in the Ontario Forestry Act, must have written permissions from any adjoining landowners prior to removal.

Even if there is no Site Alteration Agreement or Pre-Servicing Agreement, this requirement shall also be addressed in the Subdivision Agreements.

32. Prior to a Site Alteration Permit, Pre-Servicing Agreement and final registration of all or any part of the subdivision, the Developer/Owner shall prepare an Environmental Implementation Plan to the satisfaction of the County in accordance with the County Environmental Impact Studies (EIS) and Environmental Implementation Plans (EIP) Terms of Reference Guidelines, as may be updated from time to time. The Terms of Reference for the Plan must be approved by the County. The Environmental Implementation Plan is intended to implement recommendations of any Environmental Impact Studies completed for the Subject Lands and any updates that may be required to the satisfaction of the County.
33. Prior to registration, the Developer/Owner shall provide a cost estimate satisfactory to the County to implement recommendations in the Environmental Implementation Plan.
34. Prior to registration, a qualified ecologist shall provide written confirmation to the County that all proposed subdivision plans (e.g., landscaping plans, detailed servicing, drainage, grading, stormwater management and construction plans) are in general keeping with the Environmental Implementation Plan.
35. Prior to registration, a Landscape Plan shall be prepared and stamped by a qualified Landscape Architect in accordance with any County standards, guidelines or policies to the satisfaction of the County for the landscaping of the Development, including lands within the municipal right of way, Stormwater Management Facility Block, Open Space Blocks, and Servicing Corridor Blocks.
36. 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/Owner shall provide proof to the County that the requirements of the Environmental Protection Act have been complied with.
37. The Subdivision Agreement and subsequent Development Agreements shall require that the Developer/Owner engage the services of a qualified Landscape Architect to implement a Landscape Plan at their sole expense in accordance with any County standards, guidelines or policies to the satisfaction of the County for the landscaping of the Development, including lands within the municipal right of way, Stormwater Management Facility Block (Block 5), Open Space Blocks (Block 6), and Servicing Corridor Blocks (Block 7).

38. The Subdivision Agreement shall include that following post-construction, maintenance and monitoring of the Environmental Implementation Plan, measures shall be undertaken by the Developer/Owner 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/Owner, the County will assume any further future monitoring, as warranted.
39. The Subdivision Agreement shall include that prior to first occupancy, unless otherwise determined by the County, the Developer/Owner shall install chain-link fencing as approved by the County, between Open Space blocks and adjacent lots and blocks to prevent access to natural areas, to the satisfaction of the County.
40. The Subdivision Agreement shall include that the Developer/Owner is required to carry out and implement the recommendations contained in the Environmental Impact Study, Environmental Implementation Plan, Tree Inventory, Preservation and Compensation, Landscape Plan and/or similar environmental studies at the Developer/Owner's expense, to the satisfaction of the County and where applicable, the Grand River Conservation Authority.
41. 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.
47. That the Developer installs trees, being minimum 50mm caliper DBH, and of a native species and/or as listed in the County's Recommended Plant Species List, to the sole satisfaction of the County, in alignment with the following guidelines:
- a. Standard street tree planting (boulevards and municipal right-of-ways):
 - I. Any other uninterrupted boulevard and municipal right-of-way shall have trees 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.
 - b. Maximize species diversity by implementing a diversity rule of 30:20:10 (Family:Genus:Species) for all tree planting projects.

PARKLAND AND OPEN SPACE

48. That the Developer/Owner 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 and the Planning Act requirements.
49. Prior to final registration of any part or all of the Plan, the Developer/Owner shall provide and construct appropriate pedestrian trails/walkways within the respective phase of the Plan of Subdivision, to the satisfaction of the County and where applicable the Grand River Conservation Authority, all of which shall be at the sole expense of the Developer/Owner.
50. The Developer/Owner agrees to prepare an Open Space Trail Plan that works in conjunction with the Environmental Implementation plan and associated Landscape Plan to provide connections to internal and external roads and adjacent lands located outside the limits of the development to the satisfaction of the County.

UTILITY & SERVICE PROVIDERS:

51. The requirements of Grandbridge Energy (GBE) are to 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/Owner 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/Owner is encouraged to contact GBE as soon as possible to discuss phasing and other details of the proposed subdivision.
 - b. The Developer/Owner must grant easements to the satisfaction of GBE at 100% Owner cost.
 - c. The Developer/Owner 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 County be advised by GBE that their conditions have been satisfied.
52. Prior to registration of all or any part of the Subdivision, Canada Post is to advise the County that they are satisfied with the servicing arrangements between the Developer/Owner and the Canada Post.
53. 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/Owner and the telecommunications, natural gas supply, electrical utilities and any other public utility company. The Developer/Owner shall provide the necessary easements and/or agreements required.

54. 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/Owner 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/Owner to pay for the connection to and/or extension of the existing communication, telecommunication infrastructure.
55. The Developer/Owner 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.
56. The Developer/Owner agrees that should any conflict arise with existing Bell Canada facilities where a current and valid easement exists within the subject area, the Developer/Owner shall be responsible for the relocation of any such facilities or easements at their own cost.

SITE ALTERATION AND DEVELOPMENT

57. The Site Alteration Permit, Pre-Servicing Agreement and Subdivision Agreement 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/Owner shall submit and obtain approval from the Ministry of Transportation, 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) An Erosion and Siltation Control Plan must be prepared in accordance with the Greater Golden Horseshoe Area Conservation Authorities Erosion & Sediment Control Guidelines for Urban Construction, dated December 2006; and
 - c) An Environmental Implementation Plan, where required;
 - d) A Tree Inventory, Preservation and Compensation Report, where required;
 - e) 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 41/24 as amended, if required.
58. Prior to any interim grading and servicing works under a Site Alteration Permit and/or Pre-Servicing Agreement, the Developer/Owner 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 Agreement.

59. That the Developer install fencing to be determined through detailed Subdivision and Site Plan Control reviews, to the satisfaction of the County.
60. That the Site Alteration Permit, Pre-Servicing Agreement and Subdivision Agreement shall require that the Developer/Owner 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.
61. The Site Alteration Permit, Pre-Servicing Agreement and Subdivision Agreement will include a requirement that the Developer/Owner 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 in or within 30 metres of a watercourse or wetland or in or within 10 metres of a woodland unless otherwise approved by the County. 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
62. 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;
63. The Subdivision Agreement shall include language to ensure that the Developer/Owner 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.

MINISTRY OF TRANSPORTATION

64. Prior to final approval the owner shall submit to MTO for review and approval, a copy of a Stormwater Management Report/Plan.
65. That prior to final approval, the owner shall submit to the Ministry of Transportation for their review and approval, a copy of a Traffic Impact Study indicating the anticipated traffic volumes and their impact upon the interchange of Highway 403 and the existing provincial highway network.
66. That prior to final approval, the owner shall enter into a Legal Agreement with the Ministry of Transportation whereby the owner agrees to assume financial responsibility for the design and construction of all necessary highway improvements as outlined in the Traffic Impact Study.
67. That prior to final approval, arrangements shall be made to the satisfaction of the Ministry of Transportation for the erection of a security fence.

HYDRO ONE NETWORKS INC

68. The developer must contact Alan Liu, Real Estate Coordinator (Alan.Liu@HydroOne.com) to discuss all aspects of the subdivision design, ensure all of HONI's technical requirements are met to its satisfaction, and acquire the applicable agreements.
69. Prior to HONI providing its final approval, the developer must make arrangements satisfactory to HONI for lot grading and drainage. Digital PDF copies of the lot grading and drainage plans (true scale), showing existing and proposed final grades, must be submitted to HONI for review and approval. The drawings must identify the transmission corridor, location of towers within the corridor and any proposed uses within the transmission corridor. Drainage must be controlled and directed away from the transmission corridor.
70. Any development in conjunction with the subdivision must not block vehicular access to any HONI facilities located on the transmission corridor. During construction, there must be no storage of materials or mounding of earth, snow or other debris on the transmission corridor.
71. At the developer's expense, temporary fencing must be placed along the transmission corridor prior to construction. Permanent fencing and/or landscaping shall be installed where subdivision lots directly abut the transmission corridor, to be reviewed and approved by HONI and the County through future Site Plan Control Application(s).
72. The costs of any relocations or revisions to HONI facilities which are necessary to accommodate this subdivision will be borne by the developer. The developer will

be responsible for restoration of any damage to the transmission corridor or HONI facilities thereon resulting from construction of the subdivision.

73. HONI's easement rights must be protected and maintained.

REGISTRATION

74. That the Developer/Owner 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.

75. 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.

76. That the Developer/Owner provide proof/copy of draft approved civic addressing for the proposed development issued by the Planning Division to the satisfaction of the County.

77. 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.

78. The Developer/Owner shall provide a clearance letter from each authority having conditions listed herein.

79. The Subdivision Agreement shall require the Developer/Owner 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.

80. 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.

81. 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 Ontario Land 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.

82. Prior to the final registration of all or any part of the Subdivision, the Developer/Owner 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, as may be updated or amended.

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 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.*
- *As notes to draft approval and prior to final approval, the MTO requires the following to apply:*
- *MTO Building and Land Use Permits are required. As a condition of MTO permits, the following will be required:*
- *The proponent shall submit an acceptable Site Plan, Grading Plan, Drainage Plan and Site Servicing Plans for MTO review and approval. These plans shall clearly identify all structures/works and parking (existing and proposed).*
- *MTO requires all buildings, structures and features integral to the site to be located a minimum of 14 metres from the highway property limit, including of landscaping features, fire-lanes, parking and stormwater management facilities.*
- *The grading/drainage plans shall identify any storm drain infrastructure including outlets, swales, tiles, direction of flow, etc. A Stormwater Management Report is required for MTO review and approval.*

- *Any/all signage visible from Highway 403, including temporary developments signs, must be identified on the plans, must conform to MTO policies and guidelines, and will require a valid MTO Sign permit before installation.*
- *HONI requires the following be conveyed to the developer as a precaution: The transmission lines abutting the subject lands operate at either 500,000, 230,000 or 115,000 volts. Section 188 of Regulation 213/91 pursuant to the Occupational Health and Safety Act, require that no object be brought closer than 6 metres (20 feet) to an energized 500 kV conductor. The safe vertical distance for 230 kV conductors is 4.5 metres (15 feet), and for 115 kV conductors it is 3 metres (10 feet). It is the developer's responsibility to be aware, and to make all personnel on site aware, that all equipment and personnel must come no closer than the safe vertical distance specified in the Act. All parties should also be aware that the conductors can raise and lower without warning, depending on the electrical load placed on the line.*

DRAFT PLAN OF SUBDIVISION

Legal Description
PART OF LOTS 7,8,9 & 10,
CONCESSION 2 (GEOGRAPHIC TOWNSHIP OF BRANTFORD)
COUNTY OF BRANT

Owner's Certificate
I HEREBY AUTHORIZE MACNAUGHTON HERMSEN BRITTON CLARKSON PLANNING
LIMITED TO SUBMIT THIS PLAN FOR APPROVAL.

DATE: _____ President
(ORLANDO CORPORATION)

Surveyor's Certificate
I HEREBY CERTIFY THAT THE BOUNDARIES OF THE LAND TO BE SUBDIVIDED ON THIS PLAN AND
THEIR RELATIONSHIP TO THE ADJACENT LANDS ARE ACCURATELY AND CORRECTLY SHOWN.

DATE: _____

Key Plan

Subject Lands

Additional Lands Owned by Applicant

SCALE: NTS

Additional Information Required Under Section 51(17) of the Planning Act
R.S.O. 1990, c.P.13 as Amended

A. AS SHOWN	B. AS SHOWN	C. AS SHOWN
D. INDUSTRIAL, STORMWATER MANAGEMENT, OPEN SPACE	F. AS SHOWN	G. AS SHOWN
E. AS SHOWN	I. SILTY LOAM	J. AS SHOWN
H. MUNICIPAL WATER SUPPLY	L. AS SHOWN	
K. ALL SERVICES AS REQUIRED		

Area Schedule			2T-
Description	Lots/Blocks	Area (ha)	
Industrial	1-4	91.500	
Stormwater Management Facility	5	5.718	
Open Space	6	1.818	
Service Corridor	7	0.558	
MTO Lands	8	0.112	
Roads		8.654	
Total	8	108.360	

- Notes
- ALL DIMENSIONS ARE IN METRES UNLESS OTHERWISE SHOWN.
 - BOUNDARY INFORMATION PROVIDED BY: WEST & RUISKA LTD. (JULY 2021)
 - TOPOGRAPHICAL BASE INFORMATION PROVIDED BY: DEVELOPMENT ENGINEERING (LONDON) LIMITED.
 - FINAL ROAD WIDENING AND SERVICE CORRIDOR REQUIREMENTS WILL BE ADDRESSED PRIOR TO FINAL APPROVAL TO THE SATISFACTION OF THE COUNTY.
 - UNDERLYING REFERENCE PLAN INFORMATION PROVIDED BY: DAVID B. SEARLES SURVEYING LTD. (OCTOBER, 2023)
 - BLOCK 7 & 14.0m MTO SETBACK ARE APPROXIMATE/ BASED ON MTO CAD DRAWINGS- JUNE 11, 2024.

Rev. No. Date Issued / Revision By

PLANNING
URBAN DESIGN
& LANDSCAPE
ARCHITECTURE

MHBC

200-540 BINGEMANS CENTRE DR. KITCHENER, ON, N2B 3X9 | P: 519.576.3650 F: 519.576.0121 | WWW.MHBCPLAN.COM

Approval Stamp

Date	March 2, 2026
File No.	2308A
Plan Scale	1:2,500 (24x36)
Drawn By	JB
Project	986 and 1034 Powerline Road
Checked By	D.A.

Applicant

ORLANDO CORPORATION

6205 Airport Rd.
Mississauga, ON. L4V 1E3
P: 905.677.5840

File Name DRAFT PLAN OF
SUBDIVISION

Dwg No. 1 of 1

Scale Bar

0 10 25 50 75 100m

K:\2308A-Orlando Corporation-Rest Acres Road\DP\Draft Plan_Phase 2_Mar2026.dwg

