

MEMORANDUM OF UNDERSTANDING BETWEEN

**The Corporation of the City of Brantford
(the “City”)**

And

**The Corporation of the County of Brant
(the “County”)**

WITHOUT PREJUDICE

Preamble:

The City and the County both desire to assure their mutual success by growing together as sustainable and independent municipalities, and planning strategically to accommodate future growth and to ensure that both communities are resilient and prosperous;

The City desires to position the Brantford Municipal Airport, a facility currently owned by the City and located within the County, as a functioning and effective regional transportation hub that positively influences the economic prosperity of both municipalities. In order to achieve this desired outcome, the City has initiated discussions to transfer certain lands currently within the jurisdiction of the County to the jurisdiction of the City.

The City and the County acknowledge that, in order to achieve the desired outcomes noted above, certain lands currently within the jurisdiction of the County should be transferred to the jurisdiction of the City;

In order to negotiate a comprehensive agreement (the “Future Agreement”), the Parties agree to first proceed with this Memorandum of Understanding (“MOU”) in relation to this transfer of jurisdiction, which will serve as a framework with respect to such Future Agreement.

Terms and Conditions:

Consistent with the Preamble above, the members of City Council and County Council hereby agree in principle to the following items:

1. Relations with First Nations

The City and the County agree that nothing in this MOU or the Future Agreement shall be construed to take away from the aboriginal, treaty, constitutional, or other rights of the Six Nations of the Grand River and the Mississauga’s of the New Credit or their members.

2. Lands for Transfer

The City and the County hereby commit that they will proceed with all matters necessary to bring the lands shown on the Map attached hereto as Appendix 1 and labeled as the Transfer Lands (the "Transfer Lands") into the City commencing on a date to be determined in the Future Agreement.

3. Boundary Roads

Any existing roads which become boundary roads as part of the transfer of lands as agreed upon pursuant to this MOU, will be incorporated into the existing Boundary and Connecting Highway Routine Maintenance and Capital Repair Agreement ("the BCHMCA"). Future roads or roads yet to be designed and constructed shall not form part of the BCHMCA unless expressly agreed to by both the City and the County. For added clarity, the proposed West Brant Access Route (Oak Park Road Extension) shall not be incorporated into the MCHMCA, of which the construction, repair, maintenance and liability will be the sole responsibility of the City if this project proceeds.

4. Property Tax Fairness

Taxpayers in any portion of the County which is transferred to the City will have the municipal portion of their property taxes levied by the City, in the first year of City taxation following the transfer, at the County's municipal tax rate in effect for the County's taxation year immediately preceding the transfer (the "Base Tax Rate"). In subsequent years, the Base Tax Rate will be increased annually based on the City's annual budget increase.

This tax fairness will continue until the earlier of a) 7 years from the date of the transfer of lands from the County to the City, b) the property changes ownership (with the exception of spousal transfers for estate purposes) or c) an approved *Planning Act* application over the property, at which point the property will be taxed at the current applicable City tax rate for the property's tax class.

5. Compensation

(a) County Taxation – Phase Out – Transfer Lands

The County will receive lump sum compensation in the amount of \$1,329,470, payable on the agreed-upon transfer date.

(b) Developable Per-Hectare Compensation

The County shall receive \$8,329,500 in further compensation, based on a per-acre rate of \$13,500 for 617 net developable acres, paid by the City on the agreed upon transfer date.

(c) Costs Incurred by the County related to the negotiation and implementation of the Final Agreement

The City agrees to fund the County's reasonable third-party legal costs incurred for the purposes of the transfer of jurisdiction outlined in this MOU, to an upset limit of \$75,000.

6. Other Matters

a) Consent to Sever

The City and the County agree to cooperate with any landowner whose land is bisected by the boundary of the Transfer Lands, and to facilitate the consent to sever these lands so that no parcel will fall into two (2) municipal jurisdictions.

b) Existing Water and Wastewater Connections

Certain properties within the Transfer Lands currently receive water supply and wastewater collection services from the County. The City and the County agree that these properties will continue to receive wastewater and / or water service from the County's water distribution and wastewater collection system. The City and the County agree to enter into an interim servicing agreement, prior to the Transfer date, whereby properties currently receiving water supply and wastewater collection will continue to receive these services at the rates commensurate with the applicable rates charged to other County residents and businesses.

c) Planning and Development Matters

The County agrees, prior to the transfer of the Transfer Lands to the City's jurisdiction, to provide notification to the City for any development applications, pre-consultation meetings, or other development related discussions regarding the Transfer Lands.

d) Protection of the Existing Aquifer

The County will provide detailed language with respect to this for the Future Agreement.

e) Airport Fire Station

The City will provide fire service and response to the transfer lands.

f) Legal Rights

This Memorandum of Understanding does not create any enforceable rights. Such rights will be created by the Future Agreement.

Dated at _____, Ontario, this ____ day of _____, 2026.

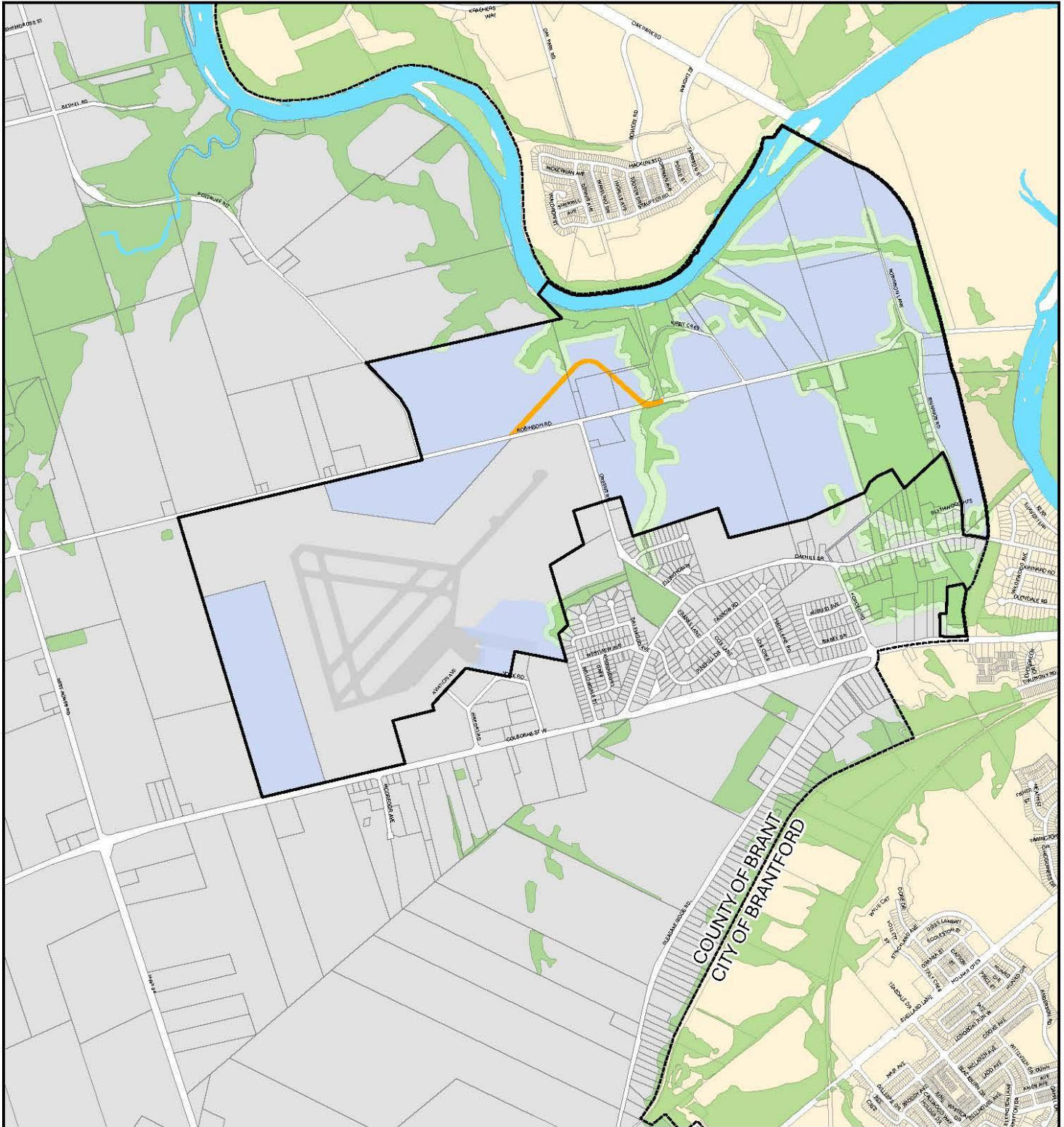
The Corporation of the City of Brantford

The Corporation of the County of Brant









Per: _____

Per: _____

Appendix 1 – Transfer Lands



Legend

-  Transfer lands
-  Developable area (250.51 ha per County OP)
-  NHS
-  NHS 30 m buffer
-  County parcels
-  Brantford parcels
-  Existing municipal boundary
-  Proposed new road or road realignment



0 0.25 0.5 1
Kilometres
Brantford Planning Dept., April 2026