



THE CORPORATION OF THE TOWNSHIP OF SOUTHWOLD

- A G E N D A -

Monday March 9, 2026

REGULAR MEETING OF COUNCIL

7:00 p.m., Council Chambers, Fingal/Via Video Link

- 1. CALL TO ORDER**
- 2. ADDENDUM TO AGENDA**
- 3. DISCLOSURE OF PECUNIARY INTEREST**
- 4. ADOPTION AND REVIEW OF MINUTES**
 - (a) Draft Minutes of the Regular Council Meeting of February 23, 2026
 - (b) Draft Minutes of the Young at Heart Committee Meeting of February 17, 2026
 - (c) Draft Minutes of the Communities in Bloom Meeting of February 18, 2026
 - (d) Draft Minutes of the Canada Day Committee Meeting of February 18, 2026
 - (e) Draft Minutes of the Southwold Winterfest Committee Meeting of February 25, 2026
- 5. DELEGATION**
 - (a) **7:30 p.m.** P. Braam **RE: Stormwater Charge**
- 6. DRAINAGE**
 - (a) Filing of the Report – Bowlby- Fitcher Drain 2025
- 7. PLANNING**
 - (a) **7:00 p.m. Committee of Adjustment** PLA 2026-09, MV 2026-01 Lot 8 Scotch Line, PLA 2026-10, MV 2026-02, 35491 Stafford Line, PLA 2026-11, 10449 Talbotville Gore Road **(Sent under separate agenda package).**
- 8. REPORTS**
 - (a) FIR 2026-04 Activity Report – January and February 2026

- (b) FIR 2026-05 2025 Incident Summary
- (c) CBO 2026-07 Activity Report – February 2026
- (d) IDS 2026-06 Activity Report – February 2026
- (e) IDS 2026-07 Recommended Planning Fees
- (f) IDS 2026-08 Parks and Trails Master Plan
- (g) IDS 2026-09 Street Naming Registry
- (h) IDS 2026-10 Bowlby-Futcher Drain 2025 CSX Agreement
- (i) FIN 2026-08 Development Charges Summary Report
- (j) CAO 2026-05 Activity Report – February 2026
- (k) CAO 2026-06 2026 Municipal Election
- (l) Report from the Mayor, Elgin County Council Highlights February 24, 2026

9. CORRESPONDENCE

- (a) Ministry of Finance RE: ROMA Delegation, Property Tax Reassessments and Appeals
- (b) Township of Papineau-Cameron RE: Ontario Veterinary College
- (c) Township of Southgate RE: Support Bill 21, Protect Our Food Act, 2025
- (d) Lake Erie North Shore Resilience Open Houses

10. BY-LAWS

- (a) By-law No. 2026-19, being a by-law to amend User Fees – Planning Fees By-law No. 2025-30
- (b) By-law No. 2026-20, being a by-law to authorize the “Vote by Mail” Method and authorize use of vote-counting equipment and repeal By-law 2021-40
- (c) By-law No. 2026-21, being a by-law to adopt a Municipal Election Recount Policy and to repeal By-law 2022-16
- (d) By-law No. 2026-22, being a by-law to delegate authority for restricted acts during a “Lame Duck” period and to repeal By-laws 2022-14 and 2022-73
- (e) By-law No. 2026-23, being a by-law to enter into an agreement with CSX Transportation Inc.
- (f) By-law No. 2026-24, being a by-law to confirm the resolutions and motions of the Council of the Township of Southwold, which were adopted on March 9, 2026

11. OTHER BUSINESS *(For Information Only)*

12. CLOSED SESSION

- (a) 239(2) (c) a proposed or pending acquisition or disposition of land by the municipality or local board (Multiple properties)
- (b) 239(2) (b) personal matters about an identifiable individual, including municipal or local board employees;

13. **ADJOURNMENT:** **NEXT REGULAR MEETING OF COUNCIL**
Monday March 23, 2026 @ 7:00 P.M.
Council Chambers, Fingal/Via Video Link



THE CORPORATION OF THE TOWNSHIP OF SOUTHWOLD

MINUTES

Regular Council Meeting
Monday February 23, 2026
7:00 p.m. Council Chambers, Fingal, Shedden/Via Video Link

COUNCIL PRESENT: Mayor Grant Jones
Deputy Mayor Justin Pennings
Councillor John Adzija
Councillor Sarah Emons
Councillor Scott Fellows

ALSO PRESENT: Jeff Carswell, CAO/Clerk
Michele Lant, Director of Corporate Services/Treasurer
Aaron Van Oorspronk, Director of Infrastructure and Development
Services
Corey Pemberton, Director of Building and Community
Services/Chief Building Official
Paul Clarke, Planner (Virtually) (7:56 p.m.)
June McLarty, Deputy Clerk

Mayor Jones called the meeting to order at 7:00 p.m.

ADDENDUM TO AGENDA: None

DISCLOSURES: None

ADOPTION OF MINUTES:

Council Minutes – Adopt

2026-52 Councillor Adzija – Councillor Emons

RESOLVED THAT the Minutes of the Regular Council Meeting of February 9th, 2026 are hereby adopted. **CARRIED**

Committee Minutes – Review

2026-53 Councillor Fellows – Deputy Mayor Pennings

RESOLVED THAT Council has reviewed the draft Minutes of the Southwold Economic Development Committee Meeting of February 5th, 2026 and the draft Minutes of the Southwold War Memorial Committee Meeting of February 10th, 2026

CARRIED

PLANNING:

Zoning By-law Amendments ZBA 2026-01, Domus Developments (London) Inc. C/O CJDL, 9210 Union Road, ZBA 2026-03, A. Rickwood C/O CJDL, 4324 Thomas Road and ZBA 2026-04 Murphy Machinery Co. Ltd C/O G. Blazak, 11432 Sunset Road

In attendance: H. Van Meppelen Scheppink, K. Gardiner Zolkowski, C. Carmen, R. Butler, R. Haverkamp, CJDL, S. Cornwall, CJDL, B. Wiebe, M. Romanuk, J. and J. Korten, E. Gagnier.

Opening of Public Meeting for ZBAs 2026-01, 2026-03 and 2026-04

2026-54 Councillor Adzija – Councillor Emons

RESOLVED THAT Council of the Township of Southwold now sits as a public meeting under the Planning Act to consider Zoning By-law Amendment file nos. ZBA 2026-01, Domus Developments (London) Inc. C/O CJDL, 9210 Union Road, ZBA 2026-03, A. Rickwood C/O CJDL, 4324 Thomas Road and ZBA 2026-04 Murphy Machinery Co. Ltd C/O G. Blazak, 11432 Sunset Road opens at **7 :01 p.m.**

CARRIED

Chairperson Grant Jones called the meeting to order and stated that this a public meeting as required by Section 34 of the Planning Act to afford any person an opportunity to make representation with respect to a proposed Zoning By-law Amendment to rezone the subject property legally described as Lot 16, Concession South of the North branch of Talbot Road.

The proposed Zoning By-law Amendment (ZBA) application would change the zoning from Settlement Reserve (SR) to Residential 3-Special Provision 12 (R3-12) and

Residential 3-Special Provision 13 (R3-13) to enable the development of the property for a combination of townhome and apartment dwellings

Chairperson Grant Jones asked if any member of Council had a disclosure of interest concerning the proposal. None were declared.

Chairperson Grant Jones asked the Clerk what method of notice and when the notice was given to the public for the meeting. Jeff Carswell, Clerk responded that a notice was mailed to neighboring property owners within 120 meters of the subject lands and emailed to commenting agencies prior to the deadline of February 2. A sign was posted on the subject property before February 2.

Planner Paul Clarke presented his report to Council.

Chairperson Grant Jones asked the Clerk if any comments were received from staff. Jeff Carswell, Clerk responded yes. Staff comments were received, as detailed in the Planning Staff Report.

Chairperson Grant Jones asked if any written submission on this application were received. Jeff Carswell, Clerk responded yes. An email was received from T. Urbshott at 3:05 p.m. on Monday February 23, 2026, opposing the application.

Chairperson Grant Jones stated that before he opens the floor to questions from the public to please be advised if any person from the public wishes to receive further information on the action of Council regarding the decision on the application for zoning by-law amendment, postal code, and phone number to the Planner or Clerk by tomorrow. Any person that has contacted the Planner to be part of the public meeting today will receive this further information automatically.

Chairperson Grant Jones asked if the owner/applicant was in attendance to please identify themselves so that the Township has a record of your attendance at this public meeting, with your name and civic address. Steve Cornwall, CJDL, agent for the applicant, identified himself. He reported that he has no further comments and was happy with the staff report. He was available to answer any questions from Council and the public.

The members of the public who attending the meeting voiced their concern that they opposed this rezoning.

K. Gardiner Zolkowski voiced her concerns regarding the sizes of the housing, drainage, loss of green space and the sign was not posted on the main road. Mr. Van Oorspronk report that this was rezoning meeting and that drainage matters will be dealt with as conditions on the draft plan of subdivision. Mayor Jones commented that the housing is

not high-rise they are 3 story townhouses. This plan was the desire of Council many years ago. The park land is not affected. The development is going on a farmers field.

J. Koorten questioned whether the houses would be single unit dwellings and if Teetzel Street was going to go all the way through. Now the plan indicates two multi story units and the rest will be townhouses. Mayor Jones said no to the single unit dwelling, the multi unit was always the plan.

Deputy Mayor Pennings reported that the Township purchased the Teetzel property to control development in Shedden that was slated for expansion. The land was paid for by creating lots along Union Road. An RFP was done in 2018 and sold to a developer where the Township can control what types of houses could be built. Did not want mansions. The houses would be homes that people can afford, such as townhouses. The proposal was accurate to the plan 10 years ago. The developer decided that Teetzel Street will be a short street.

Mr. Korten asked if the multi units and townhouses will be for sale or rented. Mr. Cornwall responded that the condos will be for sale.

Deputy Mayor Pennings commented that Shedden is almost self-sustained. The focus is on homes that people can afford. Mayor Jones also commented that with the completion of the strategic and sustainability plans it was determined that people want affordable housing. This has been the goal since Ford Motor Company left. There are new businesses in Shedden and this is because of development.

K. Gardiner Zolkowski inquired about the timeframe to start this development. Mr. Cornwall said within the next 5 years.

Councillor Emons commented that when property is bought on the edge of a farm field it is not likely to be like that forever. She supports this proposal and is not using up a lot of farmland. There is 78 acres for a conservation authority across from this development. This development is only 10 acres.

H. Van Meppelen Scheppink inquired about the extensification target. Mayor Jones responded that it was part of the Official Plan and to stop using farmland for 2 acre lots. H. Van Meppelen Scheppink also inquired about the need for more land. Mayor Jones replied that the developers have purchased the land. The land was needed for the wastewater treatment plant. H. Van Meppelen Scheppink commented that residents have no say. Mayor Jones commented that official plan maps have not changed and we can't stop development.

B. Wiebe commented on the increase in traffic and no space for kids to bike on as they can't ride on the sidewalks. The road size has changed. Mayor Jones commented that the road size has not changed. Mr. VanOorspronk that a parks and trails master plan has

been completed. There will be multi-use trails in the subdivisions. B. Wiebe what about the construction traffic now. They are parking on Spicer Street. Mr. VanOorspronk commented that the construction traffic should be contained within their own sites. The public road is being used the same as it was 6 months ago. People need to be conscious of the traffic. Deputy Mayor Pennings commented that kids can ride their bikes on sidewalks and will not be fined.

K. Gardiner Zolkowski inquired about the sidewalks along Union Road. Deputy Mayor Pennings responded that we have a sidewalk budget and if there is a petition, Council will do their best to get it completed. K. Gardiner Zolkowski commented that sidewalks were wanted. Mayor Jones commented that we need to be connected all the subdivision. Mr. VanOorspronk commented that there is a sidewalk study that is part of the Development Charges study. The developer will help to pay for sidewalks. Extension and design of the sidewalk involve a lot of challenges including drainage, curbs, and utilities.

Mr. Koorten inquired about the fencing between the existing lots and new development. Mr. VanOorspronk responded that the fence will be 6ft board on board privacy fence as required by the Township's design guidelines.

K. Gardiner Zolkowski inquired about the trees on the plan. Mr. VanOorspronk responded that a landscape plan is required.

Mr. Koorten inquired about time frame to start this project. Mayor Jones reported that there will be another plan for the draft plan of subdivision. Mr. Cornwall indicated possibility of 2027. Mr. VanOorspronk indicated maybe 2027 or 2028.

E. Gagnier inquired about schools with all this development. Mayor Jones responded that there has been communication with the school boards. Deputy Mayor Pennings commented that the Thames Valley School Board public facing plan has a school planned for the North St Thomas/Talbotville area.

PLA 2026-04 ZBA 2026-01, 9210 Union Road

2026-55 Deputy Mayor Pennings – Councillor Emons

RESOLVED THAT Council approve Zoning By-law Amendment Application ZBA 2026-01 to rezone the subject property from Settlement Reserve (SR) Zone to Residential 3 (R3) and Residential 3 – Special Provision 12 (R3-12) and Residential 3 – Special Provision 13 (R3-13) Zone as presented in By-law 2026-14 attached as Appendix 1 to Report PLA 2026-04; and,

THAT subject to no concerns being raised at the public meeting, that By-law 2026-14 to amend Zoning By-law 2011-14, as amended be presented at

the regular meeting of Council on February 23, 2026, for adoption. (PLA 2026-04).

CARRIED

Chairperson Grant Jones stated that please be advised that the decision may be appealed to the Ontario Land Tribunal by the applicant. This public meeting is now concluded.

ZBA 2026-03, 4324 Thomas Road

PLA 2026-05 ZBA 2026-03, 4324 Thomas Road

2026-56 Councillor Fellows – Councillor Adzija

RESOLVED THAT Council approve Zoning By-law Amendment Application ZBA 2026-03 to remove the holding provision on the subject lands as the conditions to remove the holding provision have been met; and,

THAT subject to no concerns being raised at the public meeting, that By-law 2026-15 to amend Zoning By-law 2011-14, as amended be presented at the regular meeting of Council on February 23, 2026, for adoption. (PLA 2026-05).

CARRIED

ZBA 2026-04, 11432 Sunset Road

Chairperson Grant Jones called the meeting to order and stated that this was a public meeting as required by Section 34 of the Planning Act to afford any person an opportunity to make representation with respect to a proposed zoning by-law amendment application to rezone the subject property legally described as part of Lot 45, Concession East of the North Branch of Talbot Road.

The proposed Zoning By-law Amendment (ZBA) application would change the rezoning from Settlement Reserve (SR) to Commercial/Industrial (CM1) to permit the use of the land for a contractors yard.

Chairperson Grant Jones asked if any member of Council had a disclosure of interest concerning the proposal. None were declared.

Chairperson Grant Jones asked the Clerk what method of notice and when the notice was given to the public for the meeting. Jeff Carswell, Clerk responded that a notice was mailed to neighboring property owners within 120 meters of the subject lands and emailed

to commenting agencies prior to the deadline of February 2. A sign was posted on the subject property before February 2.

Planner Paul Clarke presented his report to Council.

Chairperson Grant Jones asked the Clerk if any comments were received from staff. Jeff Carswell, Clerk responded yes. Staff comments were received, as detailed in the Planning Staff Report.

Chairperson Grant Jones asked if any written submission on this application were received. Jeff Carswell, Clerk replied no written comments were received.

Chairperson Grant Jones stated that before he opens the floor to questions from the public to please be advised if any person from the public wishes to receive further information on the action of Council regarding the decision on the application for zoning by-law amendment, postal code, and phone number to the Planner or Clerk by tomorrow. Any person that has contacted the Planner to be part of the public meeting today will receive this further information automatically.

No questions were asked from Council or the public.

PLA 2026-06 ZBA 2026-04, 11432 Sunset Road

2026-57 Councillor Emons – Councillor Adzija

RESOLVED THAT Council approve Zoning By-law Amendment Application ZBA 2026-04 to rezone the subject property from Settlement Reserve (SR) Zone to Commercial / Industrial 1 (CM1) Zone as presented in By-law 2026-16 attached as Appendix 1 to Report PLA 2026-06; and,

THAT subject to no concerns being raised at the public meeting, that By-law 2026-16 to amend Zoning By-law 2011-14, as amended be presented at the regular meeting of Council on February 23, 2026, for adoption. (PLA 2026-06).

CARRIED

Chairperson Grant Jones stated that please be advised that the decision may be appealed to the Ontario Land Tribunal by the applicant. This public meeting is now concluded.

Closing of Public Meeting for ZBAs 2026-01, 2026-03 and 2026-04

2026-58 Councillor Adzija – Councillor Fellows

RESOLVED THAT the public meeting to consider the applications to amend the zoning on the properties owned by Domus Developments (London) Inc. C/O CJDL, 9210 Union Road, A. Rickwood C/O CJDL, 4324 Thomas Road and Murphy Machinery Co. Ltd C/O G. Blazak, 11432 Sunset Road closes at **7:51 p.m.**

CARRIED

PLA 2026-07, Consent Application E12-26, 11135 Sunset Road, Follow-up Report

2026-59 Deputy Mayors – Councillor Fellows

RESOLVED THAT Council recommend approval to the Elgin County Land Division Committee for Consent Application E 12-26 subject to the recommended conditions provided in this report.

CARRIED

PLA 2026-08, Consent Application E19-26, 0141 and 0142 Scotch Line

2026-60 Councillor Emons – Councillor Fellows

RESOLVED THAT planning staff recommend approval to the Elgin County Land Division Committee for Consent Application E19-26 subject to the recommended conditions provided in this report.

CARRIED

DRAINAGE:

IDS 2026-05 Notice of Request for Major Drain Improvement, Drainage Act Section 78(1.1) – Fowler Drain

2026-61 Councillor Emons – Deputy Mayor Pennings

RESOLVED THAT Council instructs the Mayor to sign a Section 78(1.1) request to improve the Fowler Drain open portion from about 8086 Millpark Street (Fingal Optimist Park) downstream or as determined by the engineer.

CARRIED

REPORTS:

CBO 2026-06 Keystone Complex Pillars and Fencing

2026-62 Deputy Mayor Pennings – Councillor Adzija

RESOLVED THAT Council deferred the decision on how to proceed with the wrought iron fence and pillars until such time a discussion can be done at a Keystone Complex Committee meeting.

CARRIED

DELEGATION:

Presentation of the 2026 Budget

8:00 p.m. – 8:12 p.m.

Director of Corporate Services/Treasurer Michele Lant presented the 2026 budget to Council and the public.

REPORTS:

FIN 2026-06 2025 Council Remuneration & Expenses

2026-63 Councillor Fellows – Deputy Mayor Pennings

RESOLVED THAT Council receive Report No. FIN 2026-06 2025 Council remuneration and expenses for information.

CARRIED

FIN 2026-07 Trillium Grant Report

2026-64 Councillor Adzija – Councillor Emons

RESOLVED THAT Council authorize staff to submit an Application for Funding under the Ontario Trillium Foundation, Capital Grant towards the renewal and improvement of Fingal Ball Park.

BY-LAWS:

- By-law No. 2026-14, being a by-law to amend By-law No. 2011-14, 9210 Union Road
- By-law No. 2026-15, being a by-law to remove holding provision, 4324 Thomas Road
- By-law No. 2026-16, being a by-law to amend By-law No. 2011-14, 11432 Sunset Road
- By-law No. 2026-17, being a by-law to adopt the Budget Estimates and Capital Projects for the year 2026
- By-law No. 2026-18, being a by-law to confirm the resolutions and motions of the Council of the Township of Southwold, which were adopted on February 23, 2026

By-laws

2026-65 Councillor Fellows – Deputy Mayor Pennings

RESOLVED THAT By-laws Nos. 2026-14, 2026-15, 2026-16 and 2026-17, be read a first and second time, considered read a third time and finally passed this 23rd day of February, 2026.

CARRIED

CLOSED SESSION:

2026-66 Councillor Emons – Councillor Adzija

RESOLVED THAT Council of the Township of Southwold now moves again into a session of the meeting that shall be closed to the public at **8:28 p.m.** in accordance with Section 239 (2) of the Municipal Act, S.O. 2001, c. 25 for discussion of the following matters;

- 239(2) (c) a proposed or pending acquisition or disposition of land by the municipality or local board (Multiple properties)
- 239(2) (h) information explicitly supplied in confidence to the municipality or local board by Canada, a province or territory or a Crown agency of any of them; (Ministry of Infrastructure)
- 239(2) (b) personal matters about an identifiable individual, including municipal or local board employees (HR Matters)

CARRIED

Adjournment of Closed Session

2026-67 Councillor Emons – Councillor Adzija

RESOLVED THAT Council of the Township of Southwold adjourns the Closed Session of the Regular Council meeting at **9:08 p.m.**

CARRIED

STAFF DIRECTION

Staff was directed by Council to the items that were discussed in the Closed Session.

Confirmation By-law

2026-68 Deputy Mayor Pennings – Councillor Fellows

RESOLVED THAT By-law No. 2026-18 be read a first and second time, considered read a third time and finally passed this 23rd day of February, 2026.

CARRIED

ADJOURNMENT:

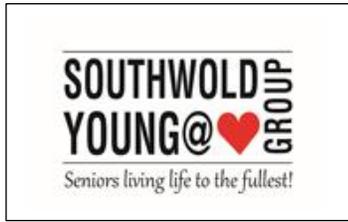
2026-69 Deputy Mayor Pennings – Councillor Emons

RESOLVED THAT Council for the Township of Southwold adjourns this Regular meeting of Council at **9:09 p.m.**

CARRIED

Mayor
Grant Jones

CAO/Clerk
Jeff Carswell



Southwold Young at Heart Committee Meeting Minutes

Tuesday February 17, 2026
Council Chambers, Fingal, ON
Time meeting started: 1:06 p.m.

Attendance: Sarah Emons, Deb Logghe, Sharon Hinz, Karen Olmstead, Mary-Lou Jones, Karen Auckland, Ida Martin, Trudy Kanellis (1:39) and June McLarty

Regrets: Allan Bogart

1. Call Meeting to Order and Welcome

Deb Logghe called the meeting to order at 1:06 pm.

2. Approval of the Agenda

Resolution No. 2026-06 Moved by: Karen Auckland
Seconded by: Mary Lou Jones

RESOLVED that the agenda for the February 17th, 2026, meeting of the Southwold Young at Heart Committee be approved

DISPOSITION: Carried

3. Approval of Minutes

Resolution No. 2026-07 Moved by: Karen Olmstead
Seconded by: Sharon Hinz

RESOLVED that the minutes of the January 29th, 2026 meeting of the Southwold Young at Heart Committee be approved.

DISPOSITION: Carried

4. Old Timers Euchre Group

Resolution No. 2026-08 Moved by: Deb Logghe
Seconded by: Deb Logghe

RESOLVED that a letter be sent to the President of the Old Timers Euchre Group advising them of the resolution that was passed by Council; and

THAT the letter also advise the Old Timers Euchre Group the amount of money that would be saved if the complex is used; and,

THAT that 50/50 draws will not be held at the events; and,

THAT the group will now be known as the Seniors Euchre Group sponsored by the Southwold Young at Heart Committee.

5. Valentine's Event Wrap - up

Overall things went well at the Valentine's event. The food was delicious and the roses were a big hit. The distribution of the meals went smoothly. A survey was taken and most of the attendees were there for both the meal and speaker. A break needs to happen between the meal and speaker. This will give the committee members some time to clear the tables. We need to make sure that the speaker uses a microphone or move the tables to a different end of the complex. The Committee would like to do another lunch and learn picnic soon. A speaker will need to be determined.

6. Seniors Exercise Program

Sharon and Karen will attend the exercise program on March 2nd to assist with getting the contact information from those who are attending.

The exercise program will be posted on the electronic sign. This exercise program is open to everyone.

7. April 16th, 2026 Event

The Committee is okay with the quote and menu for the April 16th event. A favour will need to be determined.

8. Future Events

The summer picnics will be held in June and August. June at Corsley and August at the Talbotville Optimist Sports Park. A menu and caterer will need to be confirmed. Peter Sheridan will provide music

9. Other Business

Producing a calendar that includes the YAH events was suggested. This calendar can be put up at the complex and possibility around the Township.

Deb, Ida and Mary-Lou will call residents to inquire if they are going to attend the events and have a meal.

10. Adjournment and Next Meeting

Resolution No. 2026-09

Moved by: Karen Auckland

Seconded by: Karen Olmstead

RESOLVED THAT the meeting adjourn at 2:37 p.m. to meet again on April 7th, 2026 at 1:30 p.m.

DISPOSITION: Carried



MINUTES

CIB COMMITTEE

@ 10:30 a.m.

February 18, 2026



Council Chambers, 35663 Fingal Line /Via Video Link

Attendees:	Shelley Smith	Shirley Lorch
	Mayor Grant Jones	Jo-Anne Cummings-Stinson
	Christine McArthur	Dave Nichols
	Shannan Worotny	June McLarty, Staff Resource

Regrets: Cathy Koyle, Karen Graff, Shirley Lorch

Chairperson Shelley Smith called the meeting to order at 10:34 am.

2026-01 Moved by: Dave Nichols Seconded by: Shannan Worotny

RESOLVED THAT the agenda for the February 18th, 2026 be approved.
Carried

2026-02 Moved by: Shannan Worotny Seconded by: Dave Nichols

RESOLVED THAT the minutes of the November 19th, 2025 meeting be approved.
Carried

Fingal Sign Boxes

Due to the construction in Fingal this year, the Fingal sign boxes will not be planted in 2026. They may be planted in 2027. All four entrance signs for Fingal will have a sign box. A suggestion of mixing native species plus annuals for the sign boxes was made. A decision on planting the large pots at the Fingal Heritage Park will be done in the near future.

Financial Statement

An updated financial statement was presented to the committee.

Other Business

Christine reported that the Canada flags all have new poles and that 120 were put up last year. She also reported that the flags that have been used for 2 years need to be replaced. The Firefighters will decide if any flags would be put up in Fingal due to the construction.

2026-03 Moved by: Dave Nichols

Seconded by: Shelley Smith

RESOLVED THAT Communities in Bloom Committee purchase 60 large Canada flags to replace the one that were used for 2 years.

Carried

Christine additionally reported that the geraniums are popping up. She has ordered some new seeds. Some red calla lily bulbs were donated. Red, dark purple and orange can be the colour theme for the boxes in 2026. Volunteers will be needed to assist with the watering of the plants for the plant sale.

More discussion on the 2026 plant sale will be done at the next meeting. This will include a survey on what plants people would be interested in buying.

Shelley will do a therapeutic gardening post on Facebook.

The CIB committee would like to do a Township wide clean up day. The morning of Saturday April 18 was the proposed date and time. Residents can pick up garbage bags and gloves at the fire stations. Filled bags can be returned to the fire stations. June will do a flyer for this event.

The step boxes in Talbotville will be moved to the Talbotville Optimist Sports Park. Shannan will continue to maintain it. The Firefighters would be willing to maintain a step box at the Talbotville Fire Station. A post on the CIB Facebook page asking for volunteers will be done. High school students can volunteer as long as it is not on the side of the road.

Adjournment

2026-04 Moved by: Dave Nichols

Seconded by: Shannan Worotny

RESOLVED THAT the meeting be adjourned at **11:36 a.m.** to meet again on April 29th, 2026 at 10:30am.

Carried

DRAFT



TOWNSHIP OF
Southwold

Canada Day Committee

Wednesday, February 18, 2026 @ 6:30 PM
Southwold Township Office

Attendance: Councillor John Adzija, Joe McKinnon, Melissa Day, Stacy Danielson
Regrets:

1. **Call to Order:** Councillor Adzija opened the meeting at 6:33 pm
2. **Approval of Agenda:** Agenda approved as circulated.
3. **Approval of Minutes from Previous Meeting:** Minutes approved as circulated.
4. **Committee Members Update:**
 - Lizanne Kerkvliet has stepped down from the committee.
 - The committee will try to find 1 or 2 people to replace Lizanne.
 - Stacy recommended recruiting someone young to bring a fresh perspective.
 - Allison to confirm if the representative needs to be an Optimist member and if there is an age requirement.
5. **Discussion on Potential Changes to 2026 Events:**
 - Stacy is to look into different swag for this year's event.
 - Discussed the addition of games.
 - Stacey reached out to a company that would provide games with setup and take-down included, but has not heard back.
 - No major changes to be made.
6. **Division of Responsibilities:**
 - a. **Invitation to Local Dignitaries:** Councillor Adzija

b. Insurance: Optimist Club.

- Stacy to follow up with Andrea at the upcoming Optimist Club meeting.

c. Fireworks Permit: Optimist Club

- Committee believe it is completed by Steve Garvin. Joe to follow up at the upcoming Optimist Club meeting and report the findings.

d. Canada Day Swag: Stacy

- Stacy is looking into different options.

e. Harvest Hands:

- Booked at the end of last year's event.

f. Southwold Fire Department:

- Councillor Adzija to confirm.

g. Music:

- Last year, the music was too low.
- Melissa is to reach out to the performer to see if they can increase the music volume, confirm the date availability, and the cost.
- Councillor Adzija to get a quote from an alternative performer.

h. Registration Table:

- An increased number of Optimist members is needed at the registration table.

i. Cakes:

- Cakes were all consumed last year.
- Melissa to order the cakes.

The addition of tents to protect cakes against the weather.

Joe to inquire about the use of tents from Rosy Rhubarb.

Use of trays to deliver cake to individuals with mobility issues and those doing fireworks. Trays to be used from the Complex.

Additional volunteers are needed to help with the cake.

j. Food Truck:

The food trucks went over well last year.

The trucks were parked in a good spot. The Streeterly brought the smaller truck, which worked out nicely. The serving side was towards the diamond.

The Streeterly was booked last year. Stacy to confirm booking and request the smaller truck again.

The Ice Box was parked under the tree, at the end of the sidewalk, with its nose to the diamond.

Melissa to confirm booking of the Ice Box.

k. Baseball Park:

Allison to confirm booking.

l. Advertising:

No additional advertising is needed than what was done last year.
Committee to try to get advertising to high school students sooner for volunteers.

Joe is to put up a sign at Corsley Park.

Advertising to begin after the May long weekend.

m. Fireworks:

Done by Steve Garvin. Confirmation to follow the upcoming Optimist Club meeting.

n. MC and Program:

The microphone was loud enough last year, but the speaker needs to be louder.

Melissa is to talk to the DJ about the sound.

Melissa, Stacy, and Joe put forward that they are comfortable being the MC.
MC to be decided at a later date.

o. Glow Sticks:

Glow Sticks went over last year.

There are some remaining, but not enough for this year's event. Councillor Adzija to order more.

Melissa to precap the glow sticks again this year.

p. Tables and Chairs:

The committee noted the tables and chairs from the Township were much easier to maneuver than those of the Optimist Club.

Prefer to borrow tables and chairs from the Township. Decided 15 tables and 15 chairs will be needed.

Councillor Adzija to ask the Township closer to the event date.

If the Township does not have enough tables and chairs, the Optimist Club will provide them.

q. Dotsy and Balloon Artists:

The balloons went over very well last year

Stacy to book Dotsy for the same as last year.

r. Games for the children:

Melissa is to get a quote from a possible group.

Councillor Adzija noted some games may require volunteers to facilitate.

Previously, Scouts were asked if they could volunteer. Councillor Adzija

s. Parking Lot:

The tractor did not come out last year. Believed it was due to the rain.

Parking went well last year. It was not very busy.

Parking attendant to assist.

7. Financial / Budget Discussion:

Lizanne was to submit a request for more funds following the last meeting. Allison to check if the report to Council was made.

8. Next Meeting:

Committee to reconvene March 25th, 2026, at 6:30 pm at the Southwold Keystone Complex.

9. Adjournment:

Meeting adjourned at 7:36 pm.

John Adzija, Chair

Secretary

Date

DRAFT



Southwold Winterfest Committee

Minutes

Winterfest Committee Meeting

Wednesday, February 25th, 2025, at 6:30 pm

Council Chambers, Fingal

Committee Member Present:

Councillor Scott Fellows

Councillor John Adzija

Jane Cox

Darryl Adams

Lizanne Kerkvliet

Joe McKinnon

Regrets:

Darlene Wadsworth

Scott Young

Abi Drewitt

Staff Present: Lori Redman

1. Meeting to Order and Welcome

The meeting was called to order at 6:51 pm by Co-Chairperson Scott Fellows.

Motioned: Jane Cox

Seconded: Joe McKinnon

CARRIED

2. Approval of the Agenda

The Agenda for the February 25th, 2026 meeting be approved.

Motioned: Joe McKinnon

Seconded: Jane Cox

CARRIED

3. Approval of the Minutes from the Previous Meeting

N/A

Motioned:

Seconded:

CARRIED

4. 2026 Event Review

Event Space/Item	Assigned To	Considerations
Food Setup	Committee	<p>The flow through the food area was much better than in previous years.</p> <p>The event did not feel crowded; everything was well-spaced.</p> <p>Having the cotton candy pre-bagged was helpful with lineups and wait time.</p> <p>The parking area needs to be increased for next year.</p> <p>Hot chocolate was well received. Roughly 1300 cups were served. Smaller cups are suggested. 12 oz cups for future events. 1000 cups and lids are left over from the event.</p>
Fireworks	Optimist	<p>Members of the committee were concerned with the number of people watching the fireworks from inside their vehicles, which was too close to the fireworks setup. The location and design of the parking lot will need to be addressed for the 2027 event. Fireworks were a success. The fireworks started at 7:00 pm and ended at roughly 7:17 pm.</p>

Play Area/Snow Area		The play area was well-received by the community. Committee members were excited by the number of children who enjoyed the snow hill created by Southwold Public Works. The playground equipment was well used that day.
Inflatables/Popcorn		The committee will review the inflatables for next year.
Music		The music could be heard by all. The stage setup will be used again for future events. Bonhomme costume can be rented through Dotsy.
Fire Pits		The number of fire pits needs to be increased to 4. More bales will be needed for seating.
Food		Leftover hot dogs and hot dog buns were donated. Any unused condiments were returned. Leftover hot chocolate was donated to the fire department.
Ice Skating	Committee	The skating rink was well used by the community. Once the sun set, the ice hardened, providing additional activity for families.
Dignitaries		Will review the number of dignitaries asked to speak/attend.
Budget	Committee	The committee reviewed the expenses.

5. Other Business

6. Next Meeting:

September 23rd, 2026, at Council Chambers

Motioned: Joe McKinnon

Seconded: Jane Cox

CARRIED

7. Adjournment:

Meeting adjourned at 7:45 pm

Motioned: Joe McKinnon

Seconded: Jane Cox

CARRIED

DRAFT

RECEIVED

FEB 26 2026



*Oct. 27/
Dec 8/*

THE CORPORATION OF THE TOWNSHIP OF SOUTHWOLD

DELEGATION REQUEST FORM

This Delegation Request Form, and any written submissions or background information for consideration by either Council or Committees of Council must be submitted to the Clerk's office by the following deadline:

12:00 NOON ON THE WEDNESDAY PRIOR TO THE REQUESTED MEETING DATE

COUNCIL/COMMITTEE/ADVISORY COMMITTEE DATE: Mar. 9/26

SUBJECT: storm water charge

NAME OF SPOKESPERSON: Peter Braham

NAME OF GROUP OR PERSON(S) BEING REPRESENTED (if applicable):

BRIEF SUMMARY OF ISSUE OR PURPOSE OF DELEGATION:

Require more information on
The Justification of this new charge.

PLEASE COMPLETE THE FOLLOWING:

Have you been in contact with Municipal Staff or a Council Member regarding your matter of interest?

Yes No

IF YES, WITH WHOM? _____

DATE: _____

I acknowledge that the Municipal Procedural By-law permits ten (10) minutes for Delegations.

INFORMATION ON THIS PAGE OF THE FORM WILL BE PRINTED ON A PUBLIC AGENDA

The Clerk's office will confirm your Delegation by telephone and/or e-mail after receiving this form. Due consideration will be given to your request.

Accommodating your request for a certain meeting date and time will depend on the length of the agenda in question. You will be advised of the earliest possible date when your delegation may be heard by Council.

CONTACT INFORMATION:

NAME: Peter BRAM

ADDRESS: [REDACTED]
Street Address
[REDACTED]
Town/City Postal Code

PHONE: [REDACTED] **FAX:** _____
home and/or cell

E-MAIL: [REDACTED] **WEBSITE:** _____

DO YOU REQUIRE ANY ACCESSIBILITY ACCOMMODATION? YES NO

IF YES, WHAT DO YOU REQUIRE?

Should you require assistance completing this form, please contact the Municipal Office at (519) 769-2010.

Township of Southwold.

February 26, 2026

To whom it may concern

Regarding the late payment charge on my water bill

The township changed the billing cycle from every three months to every month in October of 2025 at that same time the post office was on strike so no one would have received that new invoice by the new due date of October 31st

On my November water bill the township proceeded with a late payment charge that I refuse to pay.

The only reason to change the billing cycle from 3 months to every month was to cover up the new cost of implementation of the \$16.08 storm water charge.

On a 3-month billing cycle that charge would be \$48.24 and I assume that amount would appear unpopular to the rate payers.

I look forward to reviewing the storm water charge at the township meeting on March 9th, 2026.

Peter Braam





TOWNSHIP OF SOUTHWOLD

Report to Council

MEETING DATE: June 23, 2025

PREPARED BY: Aaron VanOorspronk, Director of Infrastructure and Development Services

REPORT NO: IDS 2025-31

SUBJECT MATTER: Integrated Water Management Bylaw

Recommendation:

1. That Council approve By-Law 2025-44 known as the Integrated Water Management Bylaw.

Purpose:

This report seeks to apprise Council of the proposed Integrated Water Management Bylaw, and key changes that will take effect if adopted.

Background:

The Township of Southwold delivers several critical water and wastewater services, including the distribution of drinking water, sewage collection and treatment, and stormwater collection and treatment. These services are regulated by various provincial authorities and legislation. Municipalities are responsible for ensuring compliance with these regulations, using their powers under the *Municipal Act* to enact bylaws and policies that guide the use and management of such systems.

The Township's systems are relatively modern when compared to those in many parts of the province. However, due to Southwold's rural nature and historically limited staffing resources, the current regulatory framework consists of twenty-eight separate bylaws, amending bylaws, inter-municipal agreements, and policies that have evolved over time in response to changing needs. These instruments address aspects such as system care and control, connection requirements, payment terms, permitted uses, and overall compliance with regulatory and operational capabilities.

In 2025, Council adopted the recommendations of the *One Water Rate Study*. In addition to updating rates to achieve full cost recovery, the study recommended the introduction of a stormwater rate for urban areas. This new rate would transition urban

properties away from Municipal Drainage assessments—which are primarily intended for agricultural properties—and toward a more equitable utility-based model.

Comment/Analysis:

Given the complexity and fragmented nature of the Township's current water-related bylaws, staff undertook a comprehensive review and consolidation effort. The resulting *Integrated Water Management Bylaw* is the product of extensive staff time and resources. Staff believe the timing is ideal, given the Township's growth and the expansion of its staff complement, to modernize and streamline these bylaws. The proposed bylaw simplifies processes, strengthens enforcement tools, and enhances navigability for both staff and the public.

The overarching objective was to consolidate the various existing bylaws, policies, and agreements into a single, cohesive framework. The new structure consists of one parent bylaw and several schedules organized by function and service area. This "one-stop-shop" model replaces more than twenty individual bylaws and policies. The structure is as follows:

- **Parent Bylaw – Integrated Water Management System**
Contains general provisions and legal clauses applicable to all services and schedules.
- **Schedule A: Service Areas**
Identifies the geographic service areas and the corresponding bylaws and schedules that apply. This is intended to help users quickly locate applicable bylaws and policies for a given area.
- **Schedule B: Rates and Fees**
Establishes updated rates and fee structures. It introduces a revised method for calculating connection fees (installation cost plus one-time capital recovery fee) to reduce the Township's financial exposure and improve cost transparency. This schedule also introduces the new urban stormwater rate and incorporates the provisions of a former debenture bylaw for improved efficiency.
- **Schedule C: Billing and Collection**
Outlines billing procedures and collection protocols. It maintains the existing structure with added enforcement mechanisms, such as the installation of a meter pit at the property line (at the resident's expense) if access to a water meter is denied after receiving notice. It also introduces a shift from quarterly to monthly billing for urban customers.

- **Schedule D: Water Use Policy**

Serves as the primary regulatory framework for the Township's water distribution system. It consolidates multiple previous bylaws (e.g., connection, regulation, and backflow prevention) and adopts language based on a national standard template to improve consistency and legal compliance.

- **Schedule E: Sewage Use Policy**

Also based on the national template, this policy defines regulations governing the sanitary sewage system, including discharge limits aligned with the treatment plant's Environmental Compliance Approval (ECA). This is particularly relevant for large industrial or processing facilities, where pre-treatment requirements may be necessary.

- **Schedule F: Stormwater Use Policy**

Establishes care and control standards for the Township's stormwater system. New provisions include guidelines for sump pump discharges, roof leader disconnections, foundation drain disconnections, pool water disposal, and allowable limits for stormwater discharge into Township systems. The policy is modelled on the Municipality of Middlesex Centre's stormwater policy, which staff consider a well-constructed and appropriate comparator.

- **Schedule G: Sewage Allocation Policy**

Incorporates an existing policy under the new bylaw framework, maintaining its current intent and function.

- **Schedule H: Fines Schedule**

Lists the fines associated with bylaw infractions across all services covered by the Integrated Water Management Bylaw.

Financial and Resource Implications:

The development of the proposed bylaw required significant staff time to review, assess, and modernize existing policies. However, this investment is expected to yield long-term operational efficiencies by delegating day-to-day administrative functions to staff, in accordance with current and previous Council direction.

Authority to make administrative amendments—those required to align with Council decisions or regulatory changes—will rest with staff, reducing the need to bring forward

routine bylaw amendments. Any material changes will continue to be presented to Council for approval.

From a financial perspective, the unified approach to rates, fees, and billing procedures will streamline cost recovery processes, reduce administrative errors, and minimize the risk of missed revenue collections.

Strategic Plan Goals:

The above recommendation helps the Township meet the Strategic Plan Goal of:

- Managed Growth
- Welcoming and Supportive Neighbourhoods
- Economic Opportunity
- Fiscal Responsibility and Accountability

Respectfully Submitted by:

Aaron VanOorspronk, LET.
Director of Infrastructure and
Development Services

Approved for submission by:

Jeff Carswell, CAO/Clerk

From: [Aaron VanOorspronk](#)
To: [Aaron VanOorspronk](#)
Bcc:

Emailed to 89
local email addresses
from
Public Info Centre
Redacted for Privacy



Subject: Shedden Sanitary Update 19
Date: Friday, August 1, 2025 12:44:19 PM
Attachments: [Outlook-ri2oit5l](#)
[Outlook-0sozndwf](#)

Good afternoon,

Heading into the long weekend, the contractor has started replacing the Horton Drain starting near the firehall, this will see the replacement of a drain that was originally installed back in the 1950s. This project is the first drain replacement that will make use of the new stormwater reserve, eliminating costly one-time fees to residents serviced by the drain. In lieu of the direct billing, the Township is implementing a Township wide urban area stormwater fee, please check the newsletter in your tax bill for more details. This approach ensures that the homeowner of the day doesn't get stuck with 50 or more years' worth of infrastructure capital costs.

Next week the contractor will continue replacing the drain northbound towards Talbot Line.

The paving contractor was on site this week preparing Union Road south of the firehall for asphalt paving on Tuesday August 5, they will be paving Talbot Line to surface asphalt the same day. Alternating lane closures will be in place to support the paving operation in the intersection.

Starting sometime mid-August the developer will start earthworks for the subdivision behind the firehall, roads crews are out line painting, we have finished white markings and are now working on yellow.

For more information please visit: <https://www.southwold.ca/en/business-and-development/shedden-and-fingal-sanitary-servicing-project.aspx#Project-Updates>

	<h2>Shedden and Fingal Sanitary Servicing Project</h2>
<p>The 2nd Quarter Water Bills are due Thursday, July 31, 2025. You can pay by the following methods: - Through your bank's online banking - By dropping a cheque off in our Township mail slot on the exterior of the building - In Person - we accept cash, cheque, debit and credit card payments in the office (2% credit card surcharge in effect.) For questions, please contact</p>	
<p>www.southwold.ca</p>	

Have a great long weekend everyone.



Aaron VanOorspronk, L.E.T.

Director of Infrastructure and Development Services

email development@southwold.ca

tel 519-769-2010

cell 519-280-3502

Township of Southwold

35663 Fingal Line, Fingal, Ontario, NOL 1K0

southwold.ca



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August 2025 Newsletter

Public Works, Water & After-Hours Emergencies

Public Works and Water Department hours are 7:00 AM to 3:30 PM, Monday to Friday, excluding holidays

For after hours drainage, roads and animal control problems, please call 519-769-2010

For after hours water and sewer problems, please call OCWA at 519-868-0034

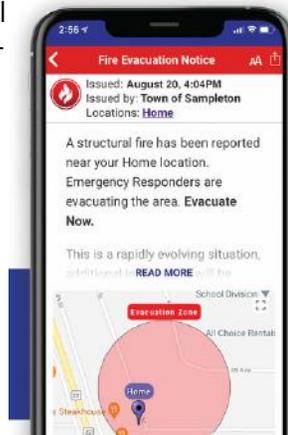
Members of Council:

- Mayor Grant Jones - mayorgjones@southwold.ca
- Deputy Mayor Justin Pennings - deputymayorpennings@southwold.ca
- Councillor John Adzija - councilloradzija@southwold.ca
- Councillor Sarah Emons - councilloremons@southwold.ca
- Councillor Scott Fellows - councillorfellows@southwold.ca

Township of Southwold Council and Staff would like to welcome our newest members to the team **Corey Nooren and Aiden Shaw, Public Works Operators**. We would also like to thank all of the students that joined us in the **Public Works, Parks and Facilities, and GIS Departments** this summer!

We have chosen the Voyent Alert! Notification Service to keep you informed during emergencies as well as day-to-day notifications. Register now to receive important notifications about The Township of Southwold that matter to you! The service is FREE, easy to use and anonymous. For more information, and to register, visit Southwold.ca/alerts. Need assistance signing up? Contact the Township of Southwold at 519-769-2010 and we can register you.

Sign up to receive alerts from the Township!



VOYENT ALERT! NOTIFICATION SERVICE

GET THE INFORMATION YOU NEED, WHEN YOU NEED IT

Township of Southwold is pleased to announce it has chosen the Voyent Alert! service to keep you informed during times of crisis and for day-to-day notices. Register now to receive important notifications that matter to you. The service is free, easy to use and totally anonymous.

REGISTER NOW!

MOBILE APP USERS
Download and install the Voyent Alert! app from the Apple App or Google Play stores.

Scan the QR code to register online to receive email, voice or text-based alerts.

Stay Tuned! Talbotville Fire Hall Open House Coming Fall 2025

The Southwold Fire Department are going to be hosting an open house this fall! Stay tuned to our social media for all the details.

Mark your Calendar!

Southwold Fire Department BBQ is Sunday, September 7th 4:30 to 7:00 PM at the Southwold Keystone Complex. Tickets available for purchase.

Southwold Young @ Heart Dinners

Summer Picnic - Talbotville Optimist

Heritage Park - Aug 21st

Thanksgiving Drive-Thru Oct 23rd

Christmas Drive-Thru Dec 11th

More details on the dinners will be available soon.

Remembrance Day Service

This year's Remembrance Day Service will be both in-person and virtually broadcast on Sunday, November 9th, 2025. Follow the Township of Southwold's Website and social media for upcoming announcements.

Important Tax Dates in 2025

Final property tax installments are due by Friday, August 29th & Friday, October 31st

Utility Billing Changes Coming to Urban Areas July 2025

Effective July 1, 2025, the Township will eliminate individual drainage assessments for residential properties in the urban areas of Ferndale, Fingal, Lynhurst, Shedden, north Port Stanley, and Talbotville.

Beginning in August 2025, urban properties will transition to a monthly billing cycle for municipal utility services (water, sanitary, and stormwater, as applicable). As part of this change, a new monthly stormwater fee will appear on utility bills to support the ongoing maintenance and replacement of storm sewer infrastructure.

Fees Are as follows:

Single Detached Homes: \$16.08/month

Semi-Detached Homes: \$12.06/month

Townhomes: \$8.04/month

This updated funding model provides stable, long-term support for stormwater systems without the burden of large, one-time charges to individual property owners.

The first project funded through the new stormwater reserve will be the replacement of the Horton Drain in Shedden. Under the previous system, affected homeowners would have faced charges of several thousand dollars. With the new approach, current and future stormwater project costs will be shared across all urban area properties—offering a more equitable and predictable solution for the community.

2025 TAX BILL INFORMATION

Penalty - A penalty of 1.25% for the entire month will be added on the first day taxes are past due and every month thereafter in which default continues in the year 2025. Interest will be added commencing January 1, 2026 at a rate of 1.25% per month on the first of each month. Payments are applied first to penalty and interest and then to the oldest taxes outstanding until account is current. The tax department has no authority to waive or alter a penalty and/or interest charge for any reason.

Failure to receive a Tax Bill does not excuse a taxpayer from responsibility for payment nor relieve them of liability for penalty for late payment.

ASSESSMENT INFORMATION - The amount of assessment and the name and address of the person assessed as shown on the face of the Tax Bill are in accordance with the Assessment Roll compiled in 2024 and updated where applicable to date by the Municipal Property Assessment Office. The Township of Southwold is required by statute to send out its Tax Bills strictly in accordance with the information appearing on the Assessment Rolls. It is important that any changes of ownership or tenancy or matters affecting property valuation be called to the attention of the Treasurer and the Municipal Property Assessment Office, at: Westmount Mall, Unit 252, 785 Wonderland Road South, London, Ontario N6K 1M6. For more information regarding assessments phone 1-866-296-6722. Unless this is done, a new owner may not receive a Tax Bill.

2025 Tax Rates

Residential	.01432032
Farmland	.00332427
Commercial	.02974543
Commercial Vacant	.02974543
Large Industrial (Occupied)	.04501962
Large Industrial Vacant	.04501962
Industrial (Occupied)	.03725974
Industrial Vacant	.03725974
Pipeline	.02343980
Managed Forest	.00358008

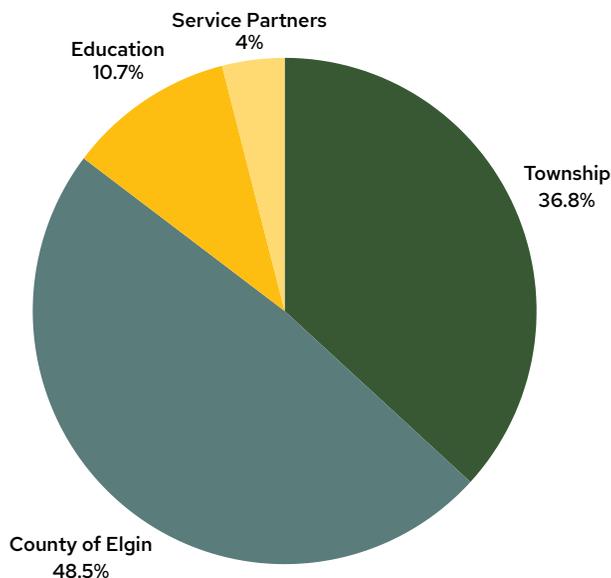
INCOME TAX RECEIPTS

Please retain the final tax bill for your 2025 Income Tax Return. **NO DUPLICATES OF TAX BILLS WILL BE ISSUED.**

MAJOR CAPITAL PROJECTS BUDGETED FOR 2025

Public Works Facility Construction	\$4,750,000
Public Works Fleet & Equipment Replacements	\$246,000
Parks Projects	\$107,605
Talbotville Fire Station Construction Project	\$4,500,000
<u>Road Projects</u>	
John Wise Line Rehabilitation	\$480,000
Longhurst Line Rehabilitation	\$420,000
Gravel Road Improvements	\$700,000
Bridges & Culverts	\$910,000
Scotch Line Resurfacing Elizabeth and John Street Reconstruction	\$175,000
Fingal Streetscape Contribution	\$600,000
	\$300,000

Share of Residential Tax Rates



To calculate property taxes for a Residential property assessed at \$260,000:
 Current Value Assessment multiplied by Tax Rate Equals Property Taxes
 $\$260,000 \times 0.01432032 = \$3,723.28$

- 36.8% of the residential property tax bill funds Township services
- 48.5% funds County of Elgin
- 4.0% funds Service Partners (OPP, Conservation Authorities)
- 10.7% funds Education

911 Signs

It is the responsibility of the property owner to maintain their 911 sign. There is a \$50.00 fee for a replacement 911 sign if repairs are not possible. Please check your sign on a regular basis to ensure that the sign is clear of trees, bushes and weeds to enable emergency responders to read your sign.

Drainage

All maintenance required on Municipal Drains must be reported on the Drain Maintenance request form. Forms are available at the Township Office and on the website (southwold.ca). Please provide as much information as possible for identification of the drain and location of the repair site. A hand drawn or GPS map and a marker by the repair site would greatly assist our staff in the field.

September 28, 2025, is Test Your Smoke Alarm Day!

As part of Test Your Smoke Alarm Day, all Ontarians are encouraged to learn more about smoke alarms, fire safety, and home fire escape planning, which can save the lives of you and your loved ones. Most importantly, we want you to test your smoke alarms!

BOWLBY-FUTCHER DRAIN 2025
Township of Southwold



SPRIET
ASSOCIATES
ENGINEERS & ARCHITECTS
155 York Street
London, Ontario N6A 1A8
Tel. (519) 672-4100
Fax (519) 433-9351
Email: mail@spriet.on.ca
www.spriet.on.ca

London, Ontario
December 19, 2025

BOWLBY - FUTCHER DRAIN 2025

Township of Southwold

To the Mayor and Council of
The Township of Southwold

Mayor and Council:

We are pleased to present our report on the reconstruction of the Main Drain, Branches D, E, F, and parts of Branch C of the Bowlby-Futcher Municipal Drain serving parts of Lots 25 to 36, Concessions S.E.B.T.R. and N.E.B.T.R., and Lots 26 to 33, Concession S.N.B.T.R in the Township of Southwold. The total watershed area contains approximately 750 hectares.

AUTHORIZATION

This report was prepared pursuant to Section 78 of the Drainage Act. Instructions were received from your Municipality with respect to a motion of Council. The work was initiated by a request from affected landowners.

HISTORY

The Bowlby-Futcher Drain was originally constructed pursuant to a report submitted by Fred A. Bell, O.L.S., C.E., dated July 14, 1928, and consisted of a Main Drain and six Branch Drains. The Main Drain consists of an open ditch from the Casey Drain to the Branch C junction in Lot 28. Branch C continues as an open ditch from there, north-easterly to the south side of the Chesapeake and Ohio Railway, to the line between Lots 29 and 30, Concession N.E.B.T.R.

The remainder of the Main Drain continues upstream as 400mm to 300mm tile from the Branch C junction to the line between Lots 32 and 33, Concession N.E.B.T.R. The portion from the Branch F junction to the 32-33 lot line was replaced with a 350mm tile as part of the Watson-Annet Drain 1969 report.

The portion of Branch A along Fingal Line consisted of 350mm tile and was relocated onto private property by the County of Elgin in the late 1960's.

Branch C continued across the railway with a 350mm to 200mm tile northeasterly to the north side of the road allowance in the west part of Lot 32. Branches D, E, and F consist of 125mm to 250mm tile located in the middle parts of Lots 31 and 32.



HISTORY (cont'd)

An overflow ditch to provide outlet for surface water was constructed pursuant to a report by J.R. Spriet, P. Eng., dated December 27, 1990. This ditch was constructed from Branch A, north-westerly for 250 meters along the east ditch of Mill Road, and partially on private property. From there it crosses Mill Road with a 1200mm diameter culvert and extends south-westerly for 211 meters to the Main Drain-Open Portion in Lot 28. This overflow ditch provides some relief from surface water flooding in Lots 28 and 29.

Branch A was reconstructed and partially relocated pursuant to a 2012 report by Spriet Associates. This report also included deepening and improving the portion of the existing 1990 overflow ditch from Mill Road to the Main Drain.

EXISTING DRAINAGE CONDITIONS

A site meeting was held with respect to the project and through later discussions the owners reported and /or requested the following:

- that the Main Drain open ditch be cleaned out
- that the existing concrete culvert on the property line in Lot 25 between Roll No's 001-089-04 and 001-089 is not in good condition and was requested to be replaced with a pipe culvert
- that we investigate the cost and feasibility of relocating the portion of Branch C on the west side of Mill Road adjacent to the road
- that the existing tile portions of the Main Drain and Branch C, along with Branches D, E and F, are too small to provide a good drainage outlet
- it was requested that the above tiles be replaced with new tile drains sized to present day standards
- it was also requested that we investigate connecting Branches D, E, F, and the upper portion of Branch C southerly into the Main Drain to relieve the capacity of Branch C downstream of those branches and save costs
- that we investigate extending Branches E and F

A field investigation and survey were completed. Upon reviewing our findings we note the following:

OPEN PORTION:

- that portions of the Main Drain have silted in and do not provide a proper outlet for tributary sub-surface drainage tiles
- that the upper portion of Branch C has silted in and is too shallow to provide a proper drainage outlet for the new Branch C tile



EXISTING DRAINAGE CONDITIONS (cont'd)

- that several locations along the Main Drain are experiencing erosion due to flow in the ditch and surface water entering the drain
- that some existing private tiles outletting into the drain require repair and erosion control measures
- that the farm culvert in Lot 26, Concession NEBTR is in poor condition, unsafe, and undersized for today's standards and farming practices
- that most of the channel through cultivated lands has a grassed buffer

CLOSED PORTION:

- that the existing closed portions of the Main Drain, Branches C, D, E, and F are considerably undersized by today's standards, are 97 years old, and in poor working condition
- that there is erosion through the surface runs in the affected watershed area and frequent flooding of the low-lying areas
- that the closed portions of both the Main Drain and Branch C cross the Chesapeake and Ohio Railway

We prepared the following three Alternatives for the proposed works:

Alternative 1:

- cleanout and reconstruction of the Main Drain-Open Portion and Closed Portion
- divert Branches C and D southerly along the middle of Lot 31 to the Main Drain

Alternative 2:

- as Alternative 1, plus the portion of Branch C-Open Portion west of Mill Road, be relocated adjacent to the road and Branch A ditch be improved to the Main Drain ditch

Alternative 3:

- cleanout and reconstruction of the Main Drain-Open Portion and Closed Portion
- reconstruct Branch C-Closed Portion in its natural location (no diversion)

Preliminary design, cost estimates, and assessments were prepared for the above alternatives, and an informal public meeting was held to review the findings and preliminary proposals. The following further input and requests were provided by the affected owners at that time and at later dates:

- that the lower portion of Branch C be left in its present location and no cleanout downstream is necessary
- that the Main Drain and Branch C - Closed Portions be replaced with new up-to-date tiles to serve their present natural watersheds
- that Branches E and F not be extended at this time



DESIGN CRITERIA AND CONSIDERATIONS

The Drainage Coefficient method contained in "DRAINAGE GUIDE FOR ONTARIO", Publication 29 by the Ontario Ministry of Agriculture, Food, and Agribusiness (OMAFRA) is typically used to design municipal drains. The Drainage Coefficient defines a depth of water that can be removed in a 24-hour period and is expressed in millimetres per 24 hours. The coefficient used to design this drain with respect to capacity was 38mm per 24 hours. This includes the area tributary to the Watson-Annett Drain which was previously assessed to have surface water flows outlet into Branch A. This allows for the future improvement of the Watson-Annett Drain to the 38mm design standard recommended by OMAFA.

We would like to point out that there have been no indications of any adverse soil conditions. It should be noted that no formal soil investigation has been made, with this information being provided by the owners.

The proposed design and report have been generally completed using the "GUIDE FOR ENGINEERS WORKING UNDER THE DRAINAGE ACT IN ONTARIO" OMAFA Publication 852.

The capacity of the new farm culvert has been designed in accordance with the rational method to a design frequency of a 1 in 2-year storm. Design frequency is the frequency with which a given storm event is equalled on the average, once in a period of years. Thus a 2-year frequency event would be expected to be equalled or exceeded 50 times in 100 years

RECOMMENDATIONS

We are therefore recommending the following:

OPEN PORTION:

- that the existing ditch bottom of the Main Drain and the upper 120 meters of Branch C be cleaned out to provide a proper sub-surface drainage outlet
- that ditch banks be reconstructed where specified including seeding of newly exposed ditch slopes
- that the ditch bottom and ditch slopes be cleared only (stumps are to be left) of trees, brush, and scrub
- that the working space and access route be cleared and grubbed of trees, brush, and scrub where required for machines to access and complete the work on the ditch and the areas where excavated material is to be levelled
- that the stumps, logs, and brush be piled beyond this width
- that a new 3300mm span x 2080mm rise pipe arch farm culvert consisting of aluminized corrugated steel be constructed on the line between the 001-089-04 and 001-089 properties, including the removal and disposal of the existing culvert



RECOMMENDATIONS (cont'd)

CLOSED PORTION:

- that the existing Main Drain and Branches C, D, E, and F be replaced with a new 750mm to 250mm concrete tile and sewer pipe, including related appurtenances, and that the existing tile be destroyed where possible
- that the remaining existing portions of the above tile drain, if any, be officially abandoned as municipal drains under Section 19 of the Drainage Act. The owners may maintain the intact portions as private header tiles if they so wish
- that a new 675mm concrete sewer pipe be constructed across the Chesapeake & Ohio Railway bed at both locations
- that catchbasins be installed at various locations on the proposed drains to allow direct surface water entry into the tiles and thereby reduce surface flow and erosion
- that, if the Watson-Annett Drain is improved in the future, the Assessment Schedule for Branch A (2012) should be amended at that time

Our design includes the wrapping of tile joints with geotextile to prevent the incursion of fine soil particles into the drain. If areas of poor soil are encountered at the time of construction, it may become necessary to install the tile on crushed stone bedding wrapped with geotextile or substitute plastic filter tile through such areas. The additional costs of such work would be an extra to the project. These areas are typically identified at the time of construction but may only become apparent after construction is completed. In this case, the extra costs for removal and reinstallation on stone bedding would be an extra to the project and if already billed become a supplementary billing.

In accordance with the principals of Section 14(2) of the Drainage Act, the existing surface waterway along the route of the tile drain(s) shall be part of the drainage works for future maintenance. The width available for the waterway shall be equal to the maintenance working width as noted on the Contract Drawings.

We have reviewed the existing Schedule of Assessment for the Branch C – Open Portion and found it to be out-of-date and unfair due to property splits and changes in land use, the watershed and drainage conditions. We therefore recommend that a new Schedule for Branch C – Open Portion be included as part of this report.

ENVIRONMENTAL CONSIDERATIONS AND MITIGATION MEASURES

Based on the information available, there are no significant wetlands, sensitive areas, or endangered species along the route of the drains. The proposed construction of the Bowlby-Fletcher Drain 2025 includes quarry stone outlet protection and surface inlets which greatly help reduce the overland surface flows and any subsequent erosion. A temporary flow check of silt fencing is to be installed in the ditch downstream of the tile outlet for the duration of the construction.



ENVIRONMENTAL CONSIDERATIONS AND MITIGATION MEASURES (cont'd)

We are also recommending that the following erosion and sediment control measures be included as part of our reconstruction proposal to help mitigate any potential adverse impacts of the proposed drainage works on water quality and fishery habitat:

- timing of construction is to be only at times of low or no flow
- a temporary flow check of silt fencing is to be installed for the duration of the construction at the bottom end of the ditch cleanouts
- a cleanout of the ditch bottom only has been specified so that the existing bank vegetation is not disturbed. However, where the existing banks are unstable, or may become unstable, they are to be resloped and seeded as noted on the plans
- 2 meter wide grassed buffer strips between the top of the bank and any adjacent cultivated lands on both sides of the ditch are to be incorporated and/or be constructed in accordance with the attached plans
- some existing washouts along the course of the drain are to be backfilled and protected with quarry stone rip-rap
- quarry stone rock chutes are to be constructed at surface inlet points to reduce erosion from direct surface water access into the ditch
- some severe bends in the drain are to be protected from erosion with the installation of quarry stone rip-rap on the ditch bank as specified on the plans
- all new tile drain outlets are to be installed with quarry stone rip-rap protection
- some existing tile outlets along the course of the drain are to be repaired using an outlet pipe with a rodent gate with quarry stone rip-rap protection

It is to be noted that both the existing and newly vegetated banks as well as the existing natural and newly created buffer strips along each side of the ditch are permanent parts of the Bowlby-Futcher Drain 2025 and shall not be disturbed or destroyed.

SUMMARY OF PROPOSED WORK

The proposed work consists of approximately 1,527 lineal meters of open ditch cleanout/reconstruction including quarry stone rip-rap bank protection, rock chutes, bank seeding, and construction of a farm culvert and approximately 3,593 lineal meters of 750mm to 250mm concrete field tile, HDPE, and concrete sewer pipe, including related appurtenances.



SCHEDULES

Four schedules are attached hereto and form part of this report, being Schedule 'A' - Allowances, Schedule 'B' - Cost Estimate, Schedule 'C' - Assessment for Construction, and Schedule 'D' - Assessment for Maintenance.

Schedule 'A' - Allowances. In accordance with Sections 29 and 30 of the Drainage Act, allowances are provided for right-of-way and damages to lands and crops along the route of the drains as defined below.

Schedule 'B' - Cost Estimate. This schedule provides for a detailed cost estimate of the proposed work which is in the amount of \$875,200.00. This estimate includes engineering and administrative costs associated with this project.

Schedule 'C' - Assessment for Construction. This schedule outlines the distribution of the total estimated cost of construction over the roads and lands which are involved.

Schedule 'D' - Assessment for Maintenance. In accordance with Section 38 of the Drainage Act, this schedule outlines the distribution of future repair and/or maintenance costs for portions of, or the entire drainage works.

Drawing No.'s 1 to 4, Job No. 224149, and specifications form part of this report. They show and describe in detail the location and extent of the work to be done and the lands which are affected.

ALLOWANCES

RIGHT-OF-WAY: Section 29 of the Drainage Act provides for an allowance to the owners whose land must be used for the construction, repair, or future maintenance of a drainage works.

For tile drains where the owners will be able to continue to use the land, the allowance provides for the right to enter upon such lands, and at various times for the purpose of inspecting such drain, removing obstructions, and making repairs. Also, the allowance provides for the restrictions imposed on those lands to protect the right-of-way from obstruction or derogation. The amounts granted for right-of-way on tile drains is based on a percentage of the value of the land designated for future maintenance. Therefore, the amount granted is based on \$9,000.00/ha. through cropped lands. This value is multiplied by the hectares derived from the width granted for future maintenance and the applicable lengths.

For open ditches, the allowance provides for the loss of land due to the construction provided for in the report. The amounts granted are based on the value of the land, and the rate used was \$60,000.00/ha. When any buffer strip is incorporated and/or created, the allowance granted is for any land beyond a 1.8-meter width deemed to have always been part of the drain. For existing open ditches, the right-of-way to provide for the right to enter and restrictions imposed on those lands is deemed to have already been granted.

DAMAGES: Section 30 of the Drainage Act provides for the compensation to landowners along the drain for damages to lands and crops caused by the construction of the drain.



ALLOWANCES (cont'd)

The amounts granted are based on the following:

- a) for closed drain installed with wheel machine - \$5,550.00/ha.
- b) for open ditch work with excavated material levelled adjacent to drain - \$7,513.00/ha.
- c) for open ditch work through bush with excavated material levelled adjacent to drain - \$4,000.00/ha.

These base rates are multiplied by the hectares derived from the working widths shown on the plans and the applicable lengths.

ASSESSMENT DEFINITIONS

In accordance with the Drainage Act, lands that make use of a drainage works are liable for assessment for part of the cost of constructing and maintaining the system. These assessments are known as benefit, outlet liability and special benefit as set out under Sections 22, 23, and 24 of the Act.

BENEFIT

Benefit as defined in Section 22 of the Drainage Act means the advantages to any lands, roads, buildings or other structures from the construction, improvement, repair, or maintenance of a drainage works such as will result in a higher market value, increased crop production, improved appearance, better control of surface water, or any other advantages relating to the betterment of lands, roads, buildings, or other structures.

Special Benefit is assessed to lands for which some additional work or feature has been included in the construction repair or improvement of a drainage works. The costs of such work are separated and assessed independently from the regular work. These assessments can be made under Section 22 and/or 24 depending on the type of work.

OUTLET

Outlet liability is assessed under Section 23 to lands or roads that may make use of a drainage works as an outlet either directly or indirectly through the medium of any other drainage works or of a swale, ravine, creek, or watercourse.

In addition, a Public Utility or Road Authority shall be assessed for and pay all the increased cost to a drainage works due to the construction and operation of the Public Utility or Road Authority. This may be shown as either benefit or special assessment.

ASSESSMENT

A modified "Todgham Method" is typically used to calculate the assessments shown on Schedule 'C'- Assessment for Construction. This entails breaking down the costs of the drain into sections along its route where warranted and then extracting Special Assessments and Special Benefit Assessments from each section.



ASSESSMENT (cont'd)

The remainder is then separated into Benefit and Outlet Assessments. The Benefit is distributed to those properties receiving benefit as defined under "Assessment Definitions", with such properties usually being located along or close to the route of the drain. The Outlet is distributed to all properties within the watershed area of that section on an adjusted basis. The areas are adjusted for location along that section and relative run-off rates. Due to their different relative run-off rates forested lands are assessed for outlet at lower rates than cleared lands. Also, roads and residential properties are assessed for outlet at higher rates than cleared farmlands.

The actual cost of the work involving this report, with the exception of Special Assessments, is to be assessed on a pro-rata basis against the lands and roads liable for benefits and outlet as shown in detail on Schedule 'C' - Assessment for Construction. The Special Assessments shall be levied as noted in the Section "Special Assessment".

The cost to restore water supply for any well determined to be impacted by any construction covered under this report shall become part of this report and be pro-rated with the costs provided for in this report.

SPECIAL BENEFIT ASSESSMENTS

Special Benefit Assessments have been made against individual properties for their portion of the cost of various special works provided to them. These works typically include farm or access culverts, outlet pipes, rock chutes, and rip-rap protection on banks and around existing outlet pipes and shall be as shown on Schedule 'C' - Assessment for Construction and shall be pro-rated for construction purposes.

For open drains the Contractor shall contact the owner and request that all known outlet pipes be marked by the owner prior to commencement of excavation on each property. All outlets so marked or visible or as noted on the profile, and subsequently damaged by the Contractor's operations, will be repaired by the Contractor at his cost. All other outlet pipes repaired by the Contractor under direction of the Drainage Superintendent or Engineer shall be considered an extra to the contract price. This cost shall be assessed to the property as a non-pro-rateable special benefit. These outlet pipes are not part of the drain for future maintenance purposes.

SPECIAL ASSESSMENT

In accordance with Section 26 of the Drainage Act, Special Assessments have been made against the Township of Southwold being the increased cost to the drainage work for installing sewer pipe across Mill Road and the road allowance across Lots 31 and 33, Concession NEBTR on the Main Drain and Branches C, D, and E, due to the construction and operation of their roads. The Special Assessments shall be made up of the actual cost of this work and both the final and estimated values of the Special Assessments are to be calculated as follows:

SPECIAL ASSESSMENT (cont'd)

Drain	Cost of Work	Less Equivalent Drain Cost (Fixed)	Plus Administration Cost	Plus Interest, Contract Security, & Net H.S.T.	Special Assessment
Main Drain	\$12,000.00	\$1,910.00	\$3,500.00	\$750.00	\$14,340.00
Branch C	\$4,200.00	\$520.00	\$2,410.00	\$330.00	\$6,420.00
Branch D	\$4,480.00	\$610.00	\$2,410.00	\$350.00	\$6,630.00
Branch E	\$3,830.00	\$430.00	\$2,410.00	\$320.00	\$6,130.00

In accordance with Section 26 of the Drainage Act, Special Assessments have been made against the Chesapeake & Ohio Railway being the increased cost to the drainage work for installing 675mm diameter concrete sewer pipe across their right of way on the Main Drain and Branch C due to the construction and operation of the railway bed. The Special Assessments shall be made up of the actual cost of this work and both the final and estimated values of the Special Assessments are to be calculated as follows:

Drain	Cost of Work	Less Equivalent Drain Cost (Fixed)	Plus Administration Cost	Plus Interest, Contract Security, & Net H.S.T.	Special Assessment
Main Drain	\$26,640.00	\$2,500.00	\$6,360.00	\$1,680.00	\$32,180.00
Branch C	\$22,980.00	\$2,140.00	\$6,360.00	\$1,500.00	\$28,700.00

If any additional work is required to the drainage works due to the existence of buried utilities such as gas/water/oil pipelines, communications cables, etc. or if any of the utilities require relocation or repair then the extra costs incurred shall be borne by the utility involved in accordance with the provisions of Section 26 of the Drainage Act.

GRANTS

In accordance with the provisions of Section 85 of the Drainage Act, a grant **may** be available for assessments against privately owned parcels of land which are used for agricultural purposes and eligible for the Farm Property Class Tax rate. Section 88 of the Drainage Act directs the Municipality to make application for this grant upon certification of completion of this drain. The Municipality will then deduct the grant from the assessments prior to collecting the final assessments.

MAINTENANCE

Upon completion of construction all owners are hereby made aware of Sections 80 and 82 of the Drainage Act which forbid the obstruction of or damage or injury to a municipal drain. This includes tree roots penetrating tiles from trees planted by owners or naturally occurring. For tiles through bush areas, we recommend the owner maintain the cleared space by either mowing (hay) or growing a crop over it. If no maintenance is completed over several years, we recommend the Municipality complete the mowing/clearing as part of maintenance at the discretion of the Drainage Superintendent.

MAINTENANCE (cont'd)

After completion, the entire Main Drain-Open Portion shall be maintained by the Township of Southwold at the expense of all upstream lands and roads assessed in Schedule 'C' - Assessment for Construction and in the same relative proportions, with the exception that the following assessments be reduced as follows: 001-089-04 Kerkvliet Farms Ltd. from \$17,780.00 to \$7,510.00 and 001-089 P. & C. Kierkvliet from \$17,460.00 to \$7,190.00 until such time as the assessment is changed under the Drainage Act.

After completion, the Main Drain-Open Portion, Branch C – Closed Portion, Branches D, E, and F shall be maintained by the Township of Southwold at the expense of all upstream lands and roads assessed in Schedule 'C' - Assessment for Construction and in the same relative proportions until such time as the assessment is changed under the Drainage Act.

After completion, Branch C – Open Portion shall be maintained by the Township of Southwold at the expense of all upstream lands and roads assessed in Schedule 'D' - Assessment for Maintenance and in the same relative proportions until such time as the assessment is changed under the Drainage Act.

Special Assessments shall **not** be pro-rated for future maintenance purposes but shall be applied as an actual cost special if part of the maintenance.

The Branch C – Open Portion, downstream of Sta. 0+990, shall be maintained in accordance with the grades and dimensions set out in the plans and specifications contained in the reports dated December 19, 1953.

Repairs or improvements to any road and railway culvert or bridge or sub-surface road crossing shall be the responsibility of the applicable Road and Railway Authority, entirely at their cost.

The existing farm culvert on the property described by Roll No. 007-060-50 shall be incorporated as part of this drain for future maintenance purposes. Future maintenance costs for the existing culvert (Roll No. 7-060-050) and new farm culvert on the properties described by Roll No's 1-089-04 & 1-089 shall be levied 57 percent to the adjacent property (split 50-50 for the new culvert) and the remainder shall be pro-rated over the upstream outlet assessments.

Respectfully submitted,

SPRIET ASSOCIATES LONDON LIMITED

M.P. DeVos, P. Eng.



MPD:



BOWLBY - FUTCHER DRAIN 2025

Township of Southwold

In accordance with Sections 29 and 30 of the Drainage Act, we determine the allowances payable to owners entitled thereto as follows:

CON.	LOT	ROLL NUMBER (Owner)	Section 29 Right-of-Way	Section 30 Damages	TOTALS
MAIN DRAIN - OPEN PORTION					
NEBTR	E½25	001-088(Kerkvliet Farms Ltd.)	\$ 1,080.00	\$ 3,370.00	\$ 4,450.00
NEBTR	W½26	001-089-04(Kerkvliet Farms Ltd.)	760.00	2,380.00	3,140.00
NEBTR	E½26	001-089(P. & C. Kerkvliet)	730.00	2,280.00	3,010.00
NEBTR	Pt. 27	007-060-50(C. Hoffsuemmer)	1,620.00	5,080.00	6,700.00
NEBTR	Pt.28	007-063(C. Hoffsuemmer)	850.00	2,660.00	3,510.00
Total Allowances			\$ 5,040.00	\$ 15,770.00	\$ 20,810.00
TOTAL ALLOWANCES ON THE MAIN DRAIN - OPEN PORTION					\$ 20,810.00
MAIN DRAIN - CLOSED PORTION					
NEBTR	Pt.28	007-063(C. Hoffsuemmer)	\$ 1,780.00	\$ 2,180.00	\$ 3,960.00
NEBTR	SW¼29	007-066(M. & O. Tufford)	1,810.00	2,210.00	4,020.00
NEBTR	SPts.29-31	007-068(O. Tufford)	7,990.00	9,770.00	17,760.00
NEBTR	SPts.31&32	007-070(J. & L. Fitcher)	3,720.00	4,540.00	8,260.00
Total Allowances			\$ 15,300.00	\$ 18,700.00	\$ 34,000.00
TOTAL ALLOWANCES ON THE MAIN DRAIN - CLOSED PORTION					\$ 34,000.00
BRANCH C - OPEN PORTION UPPER					
NEBTR	SPts.29-31	007-068(O. Tufford)	\$	\$ 860.00	\$ 860.00
Total Allowances			\$	\$ 860.00	\$ 860.00
TOTAL ALLOWANCES ON BRANCH C - OPEN PORTION UPPER					\$ 860.00
BRANCH C - CLOSED PORTION					
NEBTR	SPts.29-31	007-068(O. Tufford)	\$ 5,890.00	\$ 7,190.00	\$ 13,080.00
NEBTR	SPts.31&32	007-070(J. & L. Fitcher)	3,290.00	4,030.00	7,320.00
NEBTR	N½32&Pt.33	007-072(Nor-mac Farms Ltd.)	50.00	70.00	120.00
Total Allowances			\$ 9,230.00	\$ 11,290.00	\$ 20,520.00
TOTAL ALLOWANCES ON BRANCH C - CLOSED PORTION					\$ 20,520.00

SCHEDULE 'A' - ALLOWANCES (Cont'd)

BOWLBY - FUTCHER DRAIN 2025

Township of Southwold

CON.	LOT	ROLL NUMBER (Owner)	Section 29 Right-of-Way	Section 30 Damages	TOTALS
BRANCH D					
NEBTR	N¼30&N½31	007-069(Oegema Grains Ltd.)	\$ 50.00	\$ 70.00	\$ 120.00
NEBTR	SPts.31&32	007-070(J. & L. Futcher)	1,810.00	2,210.00	4,020.00
Total Allowances			\$ 1,860.00	\$ 2,280.00	\$ 4,140.00
TOTAL ALLOWANCES ON BRANCH D					\$ 4,140.00
BRANCH E					
NEBTR	SPts.31&32	007-070(J. & L. Futcher)	\$ 900.00	\$ 1,100.00	\$ 2,000.00
NEBTR	SE¼32	007-071(F. & J. Davey)	2,150.00	2,630.00	4,780.00
NEBTR	N½32&Pt.33	007-072(Nor-mac Farms Ltd.)	50.00	70.00	120.00
Total Allowances			\$ 3,100.00	\$ 3,800.00	\$ 6,900.00
TOTAL ALLOWANCES ON BRANCH E					\$ 6,900.00
BRANCH F					
NEBTR	SE¼32	007-071(F. & J. Davey)	\$ 1,830.00	\$ 2,230.00	\$ 4,060.00
NEBTR	N½32&Pt.33	007-072(Nor-mac Farms Ltd.)	50.00	70.00	120.00
Total Allowances			\$ 1,880.00	\$ 2,300.00	\$ 4,180.00
TOTAL ALLOWANCES ON BRANCH F					\$ 4,180.00
TOTAL ALLOWANCES ON THE BOWLBY - FUTCHER DRAIN 2025					\$ 91,410.00

SCHEDULE 'B' - COST ESTIMATE

BOWLBY - FUTCHER DRAIN 2025**Township of Southwold**

We have made an estimate of the cost of the proposed work which is outlined in detail as follows:

MAIN DRAIN - OPEN PORTION

Mobilization of equipment	\$ 500.00
1407 meters of open ditch cleanout (Approx. 1,300 m ³)	\$ 7,000.00
Levelling of excavated material	\$ 3,500.00
Clearing & grubbing	\$ 3,500.00
Construct the following helical corrugated aluminized steel pipe arch as new farm culvert including removal and disposal of existing structure (where applicable):	
Sta. 0+887± - 7-089 (P. & C. Kerkvliet)	
Supply & delivery of 14.5 m - 3300mm x 2080mm dia, 3.5mm thick, (including couplers)	\$ 20,010.00
Installation of pipe including supply and installation of bedding and backfill including breaking up of exist. concrete culvert for use as rip-rap (7m ³) and disposal of any unacceptable material	\$ 8,500.00
Supply & installation of 7m ³ quarry stone riprap & installation of broken concrete	\$ 3,500.00
Backfill washouts, supply and place quarry stone rip-rap protection with geotextile on ditch slopes as rock chutes (Approx. 33.5 m ³ quarry stone required)	\$ 9,210.00
Grading of designated surface inlet areas to downstream rock chute where specified including stripping & releveling of topsoil (Approx. 100m grading req'd)	\$ 1,200.00
Supply & install one 3 meter length of 150mm dia., H.D.P.E. plastic sewer pipe on end of existing tile (with rodent gates) including quarry stone rip-rap protection (Approx. 1.5 m ³ quarry stone required)	\$ 510.00
Supply and install quarry stone rip-rap around existing tile outlets (2) including one rodent gate (approx. 3.0m ³ quarry stone required)	\$ 900.00
Backfill & reslope banks, supply & place N.A.G. S 75 erosion control blanket protection on backfilled, re-sloped and seeded banks at the following locations (see Detail "B" Dwg 2 of 4) :	
(Approx. 310 m ² seeding required)	\$ 310.00
(Approx. 330 m ² S 75 ECB required)	\$ 2,310.00

SCHEDULE 'B' - COST ESTIMATE (cont'd)

BOWLBY - FUTCHER DRAIN 2025
Township of Southwold**MAIN DRAIN - OPEN PORTION** (cont'd)

Regrade ditch banks, seed, supply and place N.A.G. C350 Erosion Control Mat with quarry stone rip-rap base protection on resloped and seeded bank around bend including backfilling exist. ditch and scariying and seeding opposite new bank (Approx. 95 m ² seeding required)	\$ 100.00
(Approx. 52 m ² C350 ECM required)	\$ 1,300.00
(Approx. 22 m ³ quarry stone required)	\$ 6,050.00
Contract security financing	\$ 1,030.00
Contingencies	\$ 2,800.00
Allowances under Sections 29 & 30 of the Drainage Act	\$ 20,810.00

MAIN DRAIN - CLOSED PORTION

Mobilization of equipment	\$ 500.00
Supply & install 6 meters of 900mm dia., H.D.P.E. outlet pipe including rodent gate and quarry stone rip-rap protection around pipe and opposite bank (Approximately 7.5m ³ quarry stone req'd)	\$ 5,240.00
Installation of the following concrete field tile including supply & installation of geotextile around tile joints	
406 meters of 600mm dia. concrete tile	\$ 13,750.00
261 meters of 675mm dia. concrete tile	\$ 9,750.00
828 meters of 750mm dia. concrete tile	\$ 32,610.00
195 meters of 825mm dia. concrete tile	\$ 8,580.00
Supply of the above listed tile/pipe	\$ 152,080.00
Hauling of excess material for 750mm tile (approx. 220 m ³) to locations on properties	\$ 2,200.00
Contingency Allowance to install the new tile immediately adjacent to the existing tile and destroying the existing tile with a rubber tired backhoe afterwards (See General Notes on Drawings) (Approx. 1,696 meters)	\$ 5,940.00
Strip, stockpile and relevel topsoil from tile trench and adjacent working area (4m wide) specified on drawings (approx. 1,696m)	\$ 10,180.00
14.0 meters of 750mm sewer pipe	
Supply	\$ 3,600.00
Installation under Mill Road by open cut	\$ 8,400.00
10.0 meters of 750mm sewer pipe	
Supply	\$ 2,570.00
Installation under laneway by open cut	\$ 2,500.00

SCHEDULE 'B' - COST ESTIMATE (cont'd)

BOWLBY - FUTCHER DRAIN 2025
Township of Southwold**MAIN DRAIN - CLOSED PORTION (cont'd)**

21.0 meters of 675mm concrete sewer pipe (100-D)		
Supply		\$ 8,790.00
Installation under C. & O. Railway by open cut		\$ 17,850.00
Supply and install three 900mm x 1200mm (benched) standard catchbasins, two 900mm x 1200mm standard catchbasins and three 900mm x 1200mm ditchinlet catchbasins, including berms with Turfmat overflow chutes, grates, leads, removal and disposal of existing catchbasins		\$ 32,800.00
Exposing and locating existing tile drains	(report)	\$ 500.00
	(construction)	\$ 3,400.00
Tile connections as noted on plan including fittings		\$ 2,500.00
Contract security financing		\$ 4,860.00
Tile connections and contingencies		\$ 12,000.00
Allowances under Sections 29 & 30 of the Drainage Act		\$ 34,000.00

BRANCH C - OPEN PORTION UPPER

Mobilization of equipment		\$ 500.00
120 meters of open ditch cleanout		\$ 1,200.00
leveling excavated material		\$ 360.00
Clearing & grubbing		\$ 6,000.00
Regrade ditch banks, seed, supply and place N.A.G. C350 Erosion Control Mat with quarry stone rip-rap base protection on resloped and seeded bank (Approx. 42 m ² seeding required)		\$ 40.00
(Approx. 44 m ² C350 ECM required)		\$ 1,100.00
(Approx. 5 m ³ quarry stone required)		\$ 1,300.00
Contract security financing		\$ 160.00
Contingencies		\$ 1,000.00
Allowances under Sections 29 & 30 of the Drainage Act		\$ 860.00

SCHEDULE 'B' - COST ESTIMATE (cont'd)

BOWLBY - FUTCHER DRAIN 2025
Township of Southwold**BRANCH C - CLOSED PORTION**

Mobilization of equipment	\$ 500.00
Supply & install 4 meters of 750mm dia., H.D.P.E. outlet pipe including rodent gate and quarry stone rip-rap protection around pipe and end of ditch (Approximately 4m ³ quarry stone req'd)	\$ 3,040.00
Installation of the following concrete field tile including supply & installation of geotextile around tile joints	
376 meters of 350mm dia. concrete tile	\$ 9,780.00
220 meters of 450mm dia. concrete tile	\$ 6,330.00
218 meters of 525mm dia. concrete tile	\$ 6,670.00
145 meters of 600mm dia. concrete tile	\$ 4,910.00
73 meters of 675mm dia. concrete tile	\$ 2,760.00
Supply of the above listed tile	\$ 44,460.00
Contingency Allowance to install the new tile immediately adjacent to the existing tile and destroying the existing tile with a rubber tired backhoe afterwards (See General Notes on Drawings) (Approx. 1042 meters)	\$ 3,650.00
Strip, stockpile and relevel topsoil from tile trench and adjacent working area (4m wide) specified on drawings (approx. 1042m)	\$ 6,250.00
10.0 meters of 375mm sewer pipe	
Supply	\$ 700.00
Installation under laneway by open cut including removal & disposal of ex. pipe	\$ 3,500.00
18.0 meters of 675mm concrete sewer pipe (100-D)	
Supply	\$ 7,680.00
Installation under C. & O. Railway by open cut including removal & disposal of exist. 525mm concrete pipe	\$ 15,300.00
Reinstall exist. 2.4m length of 1050mm conc. sewer pipe to exist pipe with marmac coupler including bedding and backfill in accordance with detail A on Drawing 4, backfill slope, supply & rip-rap around pipe and backfilled slope (approx. 5m ³ req'd)	\$ 5,000.00
Supply and install one 900mm x 1500mm (benched), one 600mm x 600mm standard catchbasins and one 900mm x 1200mm ditch inlet catchbasin, including berm with Turfmat overflow chute, grates, removal and disposal of existing catchbasins	\$ 12,300.00
Exposing and locating existing tile drains	\$ 1,320.00
Tile connections as noted on plan including fittings	\$ 3,000.00
Contract security financing	\$ 2,060.00
Tile connections and contingencies	\$ 3,500.00
Allowances under Sections 29 & 30 of the Drainage Act	\$ 20,520.00

SCHEDULE 'B' - COST ESTIMATE (cont'd)

BOWLBY - FUTCHER DRAIN 2025
Township of Southwold**BRANCH D**

Mobilization of equipment	\$	500.00
Installation of the following concrete field tile including supply & installation of geotextile around tile joints		
212 meters of 400mm dia. concrete tile	\$	5,770.00
Supply of the above listed tile	\$	7,120.00
Contingency Allowance to install the new tile immediately adjacent to the existing tile and destroying the existing tile with a rubber tired backhoe afterwards (See General Notes on Drawings) (Approx. 212meters)	\$	740.00
Strip, stockpile and relevel topsoil from tile trench and adjacent working area (4m wide) specified on drawings (approx. 212m)	\$	1,270.00
10.0 meters of 450mm sewer pipe		
Supply	\$	980.00
Installation under laneway by open cut including removal & disposal of ex. pipe	\$	3,500.00
Supply and install one 600mm x 600mm standard catchbasins including grates, leads	\$	3,200.00
Exposing and locating existing tile drains	\$	420.00
Tile connections as noted on plan including fittings	\$	300.00
Contract security financing	\$	360.00
Tile connections and contingencies	\$	800.00
Allowances under Sections 29 & 30 of the Drainage Act	\$	4,140.00

BRANCH E

Mobilization of equipment	\$	300.00
Installation of the following concrete field tile including supply & installation of geotextile around tile joints		
222 meters of 250mm dia. sewer pipe	\$	5,380.00
125 meters of 350mm dia. concrete tile	\$	3,250.00
Supply of the above listed tile	\$	7,440.00
Contingency Allowance to install the new tile immediately adjacent to the existing tile and destroying the existing tile with a rubber tired backhoe afterwards (See General Notes on Drawings) (Approx. 340meters)	\$	1,190.00

SCHEDULE 'B' - COST ESTIMATE (cont'd)

BOWLBY - FUTCHER DRAIN 2025
Township of Southwold**BRANCH E** (cont'd)

Strip, stockpile and relevel topsoil from tile trench and adjacent working area (4m wide) specified on drawings (approx. 340m)	\$ 2,040.00
Supply and install one 600mm x 600mm catchbasin and one 600mm x 600mm ditch inlet catchbasin with berm with Turfmat overflow chute including grates and lead	\$ 7,100.00
10.0 meters of 250mm sewer pipe	
Supply	\$ 330.00
Installation under laneway by open cut including removal & disposal of ex. pipe	\$ 3,500.00
Exposing and locating existing tile drains	\$ 680.00
Tile connections as noted on plan including fittings	\$ 1,500.00
Contract security financing	\$ 490.00
Tile connections and contingencies	\$ 1,000.00
Allowances under Sections 29 & 30 of the Drainage Act	\$ 6,900.00

BRANCH F

Mobilization of equipment	\$ 300.00
Installation of the following concrete field tile including supply & 209 meters of 300mm dia. concrete tile	\$ 5,220.00
Supply of the above listed tile	\$ 4,540.00
Contingency Allowance to install the new tile immediately adjacent to the existing tile and destroying the existing tile with a rubber tired backhoe afterwards (See General Notes on Drawings) (Approx. 209meters)	\$ 730.00
Strip, stockpile and relevel topsoil from tile trench and adjacent working area (4m wide) specified on drawings (approx. 209m)	\$ 1,250.00
Supply and install one 900mm x 1200mm ditch inlet catchbasin, including berms with Turfmat overflow chute, berm & lead	\$ 4,700.00
Exposing and locating existing tile drains	\$ 420.00
Tile connections as noted on plan including fittings	\$ 150.00
Contract security financing	\$ 260.00
Tile connections and contingencies	\$ 1,000.00
Allowances under Sections 29 & 30 of the Drainage Act	\$ 4,180.00

SCHEDULE 'B' - COST ESTIMATE (cont'd)

BOWLBY - FUTCHER DRAIN 2025
Township of Southwold

ADMINISTRATION

Conservation Authority Review Fee	\$ 300.00
Interest and Net Harmonized Sales Tax	\$ 27,272.00
Survey, Plan and Final Report	\$ 74,867.00
Expenses	\$ 2,321.00
Supervision and Final Inspection	\$ <u>34,100.00</u>

TOTAL ESTIMATED COST **\$ 875,200.00**

BOWLBY - FUTCHER DRAIN 2025
Township of Southwold

Job No. 224149

December 19, 2025

* = Non-agricultural

CON.	LOT	HECTARES AFFECTED	ROLL No. (OWNER)	BENEFIT	OUTLET	TOTAL	
MAIN DRAIN - OPEN PORTION							
SNBTR	SPt.26&27	30.0	007-047(Donkers Farms Ltd.)	\$	\$ 2,081.00	\$ 2,081.00	
SNBTR	SPt.28-30	44.5	007-057(Fife Farms Ltd.)		2,713.00	2,713.00	
SNBTR	SEPt.30	0.2	007-059(D. Ferguson)		14.00	14.00	
SNBTR	SWPt.31	0.6	006-052-05(Donkers Farms Ltd)		24.00	24.00	
SNBTR	SEPt.31	1.5	006-053-01(Donkers Farms Ltd)		52.00	52.00	
SNBTR	SWPt.32	3.6	006-054(M. Draper)		125.00	125.00	
SNBTR	SWPt.33	1.2	006-055(M. Draper)		42.00	42.00	
NEBTR	E½25	6.3	001-088(Kerkvliet Farms Ltd.)	10,630.00	131.00	10,761.00	
NEBTR	W½26	12.7	001-089-04(Kerkvliet Farms Ltd.)	17,780.00	352.00	18,132.00	
NEBTR	E½26	21.2	001-089(P. & C. Kerkvliet)	17,460.00	735.00	18,195.00	
NEBTR	Pt. 27	57.0	007-060-50(C. Hoffsuemmer)	16,040.00	2,555.00	18,595.00	
NEBTR	NPt.¼28	11.7	007-064(M. Palmer)		746.00	746.00	
NEBTR	Pt.28	46.0	007-063(C. Hoffsuemmer)	8,680.00	2,834.00	11,514.00	
NEBTR	SPt.28	10.6	007-062(A. & A. Wadsworth)		699.00	699.00	
NEBTR	NPt.29	39.3	007-065(MNR)		1,363.00	1,363.00	
NEBTR	SW¼29	20.1	007-066(M. & O. Tufford)		1,252.00	1,252.00	
NEBTR	SPts.29-31	98.5	007-068(O. Tufford)		6,577.00	6,577.00	
* NEBTR	Spt.30	0.33	007-067(O. & M. Tufford)		46.00	46.00	
NEBTR	N¼30&N½31	60.7	007-069(Oegema Grains Ltd.)		4,211.00	4,211.00	
NEBTR	SPts.31&32	39.7	007-070(J. & L. Futcher)		2,754.00	2,754.00	
NEBTR	SE¼32	17.4	007-071(F. & J. Davey)		1,197.00	1,197.00	
* NEBTR	Pt. SE¼32	0.30	007-071-01(D. & W. Berger)		42.00	42.00	
NEBTR	N½32&Pt.33	100.8	007-072(Nor-mac Farms Ltd.)		6,993.00	6,993.00	
* NEBTR	Pt.N½34	0.35	007-076(K. & R. Vachon)		49.00	49.00	
* NEBTR	Pt.N½34	0.35	007-077(R. & J. Andrews)		49.00	49.00	
NEBTR	Pt.S½34&35	2.9	007-078-01(R. & P. Curtis)		201.00	201.00	
NEBTR	Pt.N½34-36	86.3	007-079(A. Annett)		5,981.00	5,981.00	
SEBTR	N½29	4.2	007-104(G. Futcher)		291.00	291.00	
SEBTR	Pt.30	5.5	007-105(J. & L. Kruppe)		382.00	382.00	
* SEBTR	Pt.30	0.98	007-105-01(J. Marsh & L. Hoshal)		82.00	82.00	
SEBTR	N½31	0.1	007-107(J. & L. Kruppe)		7.00	7.00	
* Right-of-way		4.8	010-038-02(C. & O. Railway)		475.00	475.00	
* Right-of-way		4.5	003-118-50(Hydro One)		468.00	468.00	
TOTAL ASSESSMENT ON LANDS				\$	70,590.00	\$ 45,523.00	\$ 116,113.00
Mill Road		4.0	Township of Southwold	\$	\$ 833.00	\$ 833.00	
John Wise Line (Cty 45)		2.4	Elgin County		624.00	624.00	
Blind Line		5.2	Township of Southwold		541.00	541.00	
Road Allowance		1.3	Township of Southwold		180.00	180.00	
Fingal Line(Cty 16)		3.3	Elgin County		859.00	859.00	
TOTAL ASSESSMENT ON ROADS				\$	\$ 3,037.00	\$ 3,037.00	
TOTAL ASSESSMENT ON THE MAIN DRAIN - OPEN PORTION						\$ 119,150.00	

SCHEDULE ' C ' - ASSESSMENT FOR CONSTRUCTION (Cont'd)

BOWLBY - FUTCHER DRAIN 2025

Township of Southwold

* = Non-agricultural

CON.	LOT	HECTARES AFFECTED	ROLL No. (OWNER)	BENEFIT	OUTLET	TOTAL
MAIN DRAIN - CLOSED PORTION						
SNBTR	SWPt.31	0.6	006-052-05(Donkers Farms Ltd)		\$ 469.00	\$ 469.00
SNBTR	SEPt.31	1.5	006-053-01(Donkers Farms Ltd)		1,003.00	1,003.00
SNBTR	SWPt.32	3.6	006-054(M. Draper)		2,407.00	2,407.00
SNBTR	SWPt.33	1.2	006-055(M. Draper)		802.00	802.00
NEBTR	Pt.28	1.7	007-063(C. Hoffsuemmer)	26,260.00	248.00	26,508.00
NEBTR	SW¼29	5.6	007-066(M. & O. Tufford)	21,730.00	993.00	22,723.00
NEBTR	SPts.29-31	32.7	007-068(O. Tufford)	93,490.00	19,460.00	112,950.00
NEBTR	SPts.31&32	13.6	007-070(J. & L. Futcher)	37,780.00	17,144.00	54,924.00
NEBTR	SE¼32	6.4	007-071(F. & J. Davey)		8,358.00	8,358.00
NEBTR	N½32&Pt.33	39.7	007-072(Nor-mac Farms Ltd.)		53,094.00	53,094.00
* NEBTR	Pt.N½34	0.08	007-077(R. & J. Andrews)		214.00	214.00
NEBTR	Pt.N½34-36	49.0	007-079(A. Annett)		65,531.00	65,531.00
* Right-of-way		0.8	010-038-02(C. & O. Railway)	6,350.00	1,240.00	7,590.00
* Right-of-way		1.6	003-118-50(Hydro One)		3,064.00	3,064.00
TOTAL ASSESSMENT ON LANDS				\$ 185,610.00	\$ 174,027.00	\$ 359,637.00
Mill Road		0.4	Township of Southwold	\$ 6,380.00	\$ 176.00	\$ 6,556.00
John Wise Line (Cty 45)		1.9	Elgin County		9,537.00	9,537.00
Road Allowance		0.7	Township of Southwold		711.00	711.00
Blind Line		1.4	Township of Southwold		3,659.00	3,659.00
TOTAL ASSESSMENT ON ROADS				\$ 6,380.00	\$ 14,083.00	\$ 20,463.00
SPECIAL ASSESSMENT against the Township of Southwold for the increased cost of constructing a 750mm sewer pipe under Mill Road by open cut						\$ 14,340.00
SPECIAL ASSESSMENT against the Chesapeake & Ohio Railway for the increased cost of constructing a 675mm dia. concrete sewer pipe under their railway by open cut						\$ 32,180.00
TOTAL ASSESSMENT ON THE MAIN DRAIN - CLOSED PORTION						\$ <u>426,620.00</u>

SCHEDULE ' C ' - ASSESSMENT FOR CONSTRUCTION (Cont'd)

BOWLBY - FUTCHER DRAIN 2025

Township of Southwold

* = Non-agricultural

CON.	LOT	HECTARES AFFECTED	ROLL No. (OWNER)	BENEFIT	OUTLET	TOTAL	
BRANCH C							
SNBTR	SPt.28-30	2.8	007-057(Fife Farms Ltd.)	\$	\$ 1,128.00	\$ 1,128.00	
SNBTR	SEPt.30	0.2	007-059(D. Ferguson)		80.00	80.00	
NEBTR	SPts.29-31	28.5	007-068(O. Tufford)	46,350.00	9,946.00	56,296.00	
NEBTR	N¼30&N½31	46.0	007-069(Oegema Grains Ltd.)		20,988.00	20,988.00	
NEBTR	SPts.31&32	5.2	007-070(J. & L. Futcher)	23,240.00	6,303.00	29,543.00	
NEBTR	SE¼32	0.4	007-071(F. & J. Davey)		267.00	267.00	
NEBTR	N½32&Pt.33	50.2	007-072(Nor-mac Farms Ltd.)	2,310.00	44,356.00	46,666.00	
* Right-of-way		1.0	010-038-02(C. & O. Railway)	10,620.00	753.00	11,373.00	
* Right-of-way		0.9	003-118-50(Hydro One)		547.00	547.00	
TOTAL ASSESSMENT ON LANDS				\$	82,520.00	\$ 84,368.00	\$ 166,888.00
Road Allowance		0.6	Township of Southwold	\$ 5,320.00	\$ 1,456.00	\$ 6,776.00	
Blind Line		1.0	Township of Southwold		1,136.00	1,136.00	
TOTAL ASSESSMENT ON ROADS				\$	5,320.00	\$ 2,592.00	\$ 7,912.00
SPECIAL ASSESSMENT against the Chesapeake & Ohio Railway for the increased cost of constructing a 750mm dia. concrete sewer pipe under their railway by open cut						\$ 28,700.00	
SPECIAL ASSESSMENT against the Township of Southwold for the increased cost of constructing a 375mm sewer pipe under their road allowance by open cut						\$ 6,420.00	
TOTAL ASSESSMENT ON THE BRANCH C						\$ 209,920.00	

SCHEDULE ' C ' - ASSESSMENT FOR CONSTRUCTION (Cont'd)

BOWLBY - FUTCHER DRAIN 2025

Township of Southwold

* = Non-agricultural

CON.	LOT	HECTARES AFFECTED	ROLL No. (OWNER)	BENEFIT	OUTLET	TOTAL
BRANCH D						
NEBTR	N¼30&N¼31	4.1	007-069(Oegema Grains Ltd.)	\$ 2,250.00	\$ 1,969.00	\$ 4,219.00
NEBTR	SPts.31&32	1.7	007-070(J. & L. Futcher)	12,930.00	495.00	13,425.00
NEBTR	N¼32&Pt.33	22.2	007-072(Nor-mac Farms Ltd.)		10,663.00	10,663.00
*	Right-of-way	0.3	003-118-50(Hydro One)		216.00	216.00
TOTAL ASSESSMENT ON LANDS				\$ 15,180.00	\$ 13,343.00	\$ 28,523.00
=====						
Blind Line		0.1	Township of Southwold		144.00	144.00
Road Allowance		0.2	Township of Southwold	5,220.00	193.00	5,413.00
TOTAL ASSESSMENT ON ROADS				\$	\$ 337.00	\$ 5,557.00
=====						

SPECIAL ASSESSMENT against the Township of Southwold for the for the increased cost of constructing a 450mm sewer pipe under their road allowance by open cut \$ 6,630.00

TOTAL ASSESSMENT ON BRANCH D **\$ 40,710.00**

BRANCH E

NEBTR	SPts.31&32	1.2	007-070(J. & L. Futcher)	\$ 5,580.00	\$ 143.00	\$ 5,723.00
NEBTR	SE¼32	4.1	007-071(F. & J. Davey)	13,620.00	2,458.00	16,078.00
NEBTR	N¼32&Pt.33	23.4	007-072(Nor-mac Farms Ltd.)	1,830.00	15,297.00	17,127.00
TOTAL ASSESSMENT ON LANDS				\$ 21,030.00	\$ 17,898.00	\$ 38,928.00
=====						
Road Allowance		0.4	Township of Southwold	\$ 5,190.00	\$ 522.00	\$ 5,712.00
TOTAL ASSESSMENT ON ROADS				\$ 5,190.00	\$ 522.00	\$ 5,712.00
=====						

SPECIAL ASSESSMENT against the Township of Southwold for the for the increased cost of constructing a 250mm sewer pipe under their road allowance by open cut \$ 6,130.00

TOTAL ASSESSMENT ON BRANCH E **\$ 50,770.00**

SCHEDULE ' C ' - ASSESSMENT FOR CONSTRUCTION (Cont'd)

BOWLBY - FUTCHER DRAIN 2025

Township of Southwold

* = Non-agricultural

CON.	LOT	HECTARES AFFECTED	ROLL No. (OWNER)	BENEFIT	OUTLET	TOTAL
BRANCH F						
NEBTR	SE¼32	1.7	007-071(F. & J. Davey)	\$ 12,160.00	\$ 1,056.00	\$ 13,216.00
NEBTR	N½32&Pt.33	15.8	007-072(Nor-mac Farms Ltd.)	1,850.00	12,644.00	14,494.00
TOTAL ASSESSMENT ON LANDS				\$ 14,010.00	\$ 13,700.00	\$ 27,710.00
=====						
Road Allowance		0.2	Township of Southwold	\$	\$ 320.00	\$ 320.00
TOTAL ASSESSMENT ON ROADS				\$	\$ 320.00	\$ 320.00
=====						
TOTAL ASSESSMENT ON BRANCH F						\$ <u>28,030.00</u>
TOTAL ASSESSMENT ON THE BOWLBY - FUTCHER DRAIN 2025						\$ <u>875,200.00</u>

SCHEDULE 'D' - ASSESSMENT FOR MAINTENANCE

BOWLBY - FUTCHER DRAIN 2025
Township of Southwold

Job No. 224149

December 19, 2025

* = Non-agricultural

CON.	LOT	HECTARES AFFECTED	ROLL No. (OWNER)	BENEFIT	OUTLET	TOTAL
BRANCH C - OPEN PORTION						
SNBTR	SPt.26&27	30.0	007-047(Donkers Farms Ltd.)	%	3.54 %	3.54 %
SNBTR	SPt.28-30	44.5	007-057(Fife Farms Ltd.)		4.61	4.61
SNBTR	SEPt.30	0.2	007-059(D. Ferguson)		0.02	0.02
NEBTR	NPt.¼28	10.6	007-064(M. Palmer)		0.81	0.81
NEBTR	Pt.28	27.4	007-063(C. Hoffsuemmer)	25.62	2.23	27.85
NEBTR	NPt.29	39.3	007-065(MNR)		2.62	2.62
NEBTR	SW¼29	4.7	007-066(M. & O. Tufford)	6.38	0.38	6.76
NEBTR	SPts.29-31	38.3	007-068(O. Tufford)	8.76	9.19	17.95
NEBTR	N¼30&N½31	60.7	007-069(Oegema Grains Ltd.)		13.81	13.81
NEBTR	SPts.31&32	5.2	007-070(J. & L. Futcher)		1.36	1.36
NEBTR	SE¼32	0.4	007-071(F. & J. Davey)		0.05	0.05
NEBTR	N½32&Pt.33	50.20	007-072(Nor-mac Farms Ltd.)		13.15	13.15
* Right-of-way		2.8	010-038-02(C. & O. Railway)		0.78	0.78
* Right-of-way		2.7	003-118-50(Hydro One)		0.48	0.48
TOTAL ASSESSMENT ON LANDS				40.77 %	49.49 %	93.80 %
Mill Road		2.4	Township of Southwold	4.08 %	0.94 %	5.02 %
Road Allowance		0.6	Township of Southwold		0.32	0.32
Blind Line		3.7	Township of Southwold		0.87	0.87
TOTAL ASSESSMENT ON ROADS				4.08 \$	2.13 \$	6.21 %
TOTAL ASSESSMENT ON THE BRANCH C - OPEN PORTION					\$ <u>100.00</u> %	

SCHEDULE OF NET ASSESSMENT

BOWLBY - FUTCHER DRAIN 2025

Township of Southwold

Job No. 224149

December 19, 2025

* = Non-agricultural

ROLL NUMBER (OWNER)	TOTAL GRANTABLE ASSESSMENT	GRANT	ALLOWANCES	APPROX. NET
007-047(Donkers Farms Ltd.)	\$ 2,081.00	\$ 694.00	\$	\$ 1,387.00
007-057(Fife Farms Ltd.)	3,841.00	1,280.00		2,561.00
007-059(D. Ferguson)	94.00	31.00		63.00
006-052-05(Donkers Farms Ltd)	493.00	164.00		329.00
006-053-01(Donkers Farms Ltd)	1,055.00	352.00		703.00
006-054(M. Draper)	2,532.00	844.00		1,688.00
006-055(M. Draper)	844.00	281.00		563.00
001-088(Kerkvliet Farms Ltd.)	10,761.00	3,587.00	4,450.00	2,724.00
001-089-04(Kerkvliet Farms Ltd.)	18,132.00	6,044.00	3,140.00	8,948.00
001-089(P. & C. Kerkvliet)	18,195.00	6,065.00	3,010.00	9,120.00
007-060-50(C. Hoffsuemmer)	18,595.00	6,198.00	6,700.00	5,697.00
007-064(M. Palmer)	746.00	249.00		497.00
007-063(C. Hoffsuemmer)	38,022.00	12,674.00	7,470.00	17,878.00
007-062(A. & A. Wadsworth)	699.00	233.00		466.00
007-065(MNR)	1,363.00	454.00		909.00
007-066(M. & O. Tufford)	23,975.00	7,992.00	4,020.00	11,963.00
007-068(O. Tufford)	175,823.00	58,608.00	31,700.00	85,515.00
* 007-067(O. & M. Tufford)	46.00			46.00
007-069(Oegema Grains Ltd.)	29,418.00	9,806.00	120.00	19,492.00
007-070(J. & L. Futcher)	106,369.00	35,456.00	21,600.00	49,313.00
007-071(F. & J. Davey)	39,116.00	13,039.00	8,840.00	17,237.00
* 007-071-01(D. & W. Berger)	42.00			42.00
007-072(Nor-mac Farms Ltd.)	149,037.00	49,679.00	360.00	98,998.00
* 007-076(K. & R. Vachon)	49.00			49.00
* 007-077(R. & J. Andrews)	263.00			263.00
007-078-01(R. & P. Curtis)	201.00	67.00		134.00
007-079(A. Annett)	71,512.00	23,837.00		47,675.00
007-104(G. Futcher)	291.00	97.00		194.00
007-105(J. & L. Kruppe)	382.00	127.00		255.00
* 007-105-01(J. Marsh & L. Hoshal)	82.00			82.00
007-107(J. & L. Kruppe)	7.00	2.00		5.00
* 010-038-02(C. & O. Railway)	19,438.00			19,438.00
* 003-118-50(Hydro One)	4,295.00			4,295.00
Mill Road	\$ 7,389.00	\$	\$	\$ 7,389.00
John Wise Line (Cty 45)	10,161.00			10,161.00
Blind Line	5,480.00			5,480.00
Road Allowance	19,112.00			19,112.00
Fingal Line(Cty 16)	859.00			859.00
<u>Non Prorated Special Assessments</u>				
C. & O. Railway	60,880.00			60,880.00
Mill Street	14,340.00			14,340.00
Road Allowance	19,180.00			19,180.00
	\$ 875,200.00	\$ 237,860.00	\$ 91,410.00	\$ 545,930.00

**SPECIFICATIONS FOR CONSTRUCTION
OF
MUNICIPAL DRAINAGE WORKS**

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SECTION A - GENERAL WORK

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SECTION A

GENERAL WORK

A.1 COMMENCEMENT AND COMPLETION OF WORK

The work must commence immediately after the Contractor is notified of the acceptance of his tender or at a later date, if set out as a condition of the tender. If weather creates poor ground or working conditions the Contractor may be required, at the discretion of the Engineer, to postpone or halt work until conditions become acceptable.

As noted on the drawn, the contractor must first arrange for a preconstruction meeting to be held on the site with the Contractor and affected owners attending to review in detail the construction scheduling, access and other pertinent details. The Contractor's costs for attending this meeting shall be included in his lump sum tender price. If the Contractor leaves the job site for a period of time after initiation of work, he shall give the Engineer and the Superintendent a minimum of twenty-four (24) hours' notice prior to returning to the project.

The work must be proceeded with in such a manner as to ensure its completion at the earliest possible date and within the time limit set out in the tender or in the contract documents.

A.2 WORKING AREA AND ACCESS

The working area available to the Contractor to construct the drain and related works including an access route to the drain shall be as specified on the drawings.

Should the specified widths become inadequate due to unusual conditions, the Contractor shall notify the Engineer immediately in order that negotiations with the affected owners can take place.

Where a Contractor exceeds the specified widths due to the nature of his operations and without authorization, he shall be held responsible for the costs of all additional damages and the amount shall be deducted from his contract price and paid to the affected owners by the Municipality.

A.3 ROAD CROSSINGS

.1 General

- .1 **Scope**: These specifications apply to all road crossings - Municipal, County, Regional, or Highway Roads. Where the word "Authority" is used, it shall be deemed to apply to the appropriate owning authority. These specifications in no way limit the Authority's Specifications and Regulations governing the construction of drains on their Road Allowance. The Authority will supply no labour, equipment or materials for the construction of the road crossing unless otherwise noted on the drawings.
- .2 **Road Occupancy Permit**: Where applicable the Contractor must submit an Application for a Road Occupancy Permit to the Authority and allow a minimum of 5 working days (exclusive of holidays) for its review and issuance.
- .3 **Road Closure Request and Construction Notification**: The Contractor shall submit written notification of construction and request for road closure (if applicable) to the Road Authority/Public Works Manager and the Drainage Engineer or Superintendent for review and approval a minimum of five (5) working days (exclusive of holidays) prior to proceeding with any work on road allowance. It shall be the Road Authority's responsibility to notify all the applicable emergency services, schools, etc. of the road closure or construction taking place.
- .4 **Traffic Control**: Where the Contractor is permitted to close the road to through traffic, the Contractor shall provide for and adequately sign the detour route to the satisfaction of the Road Authority. Otherwise, the Contractor shall keep the road open to traffic at all times. The Contractor shall provide, for the supply, erection and maintenance, suitable warning signs and/or flagmen in accordance with the Manual of Uniform Traffic Control Devices and to the satisfaction of the Road Authority to notify the motorists of work on the road ahead.

A.3 **ROAD CROSSINGS** (cont'd)

- .5 **Site Meeting/Inspection**: A site meeting shall be held with the affected parties to review in detail the crossing and/or its related works. The Authority's Inspector and/or the Drainage Engineer will inspect the work while in progress to ensure that the work is done in strict accordance with the specifications.
- .6 **Weather**: No construction shall take place during inclement weather or periods of poor visibility.
- .7 **Equipment**: No construction material and/or equipment is to be left within 3 meters of the edge of pavement overnight or during periods of inclement weather.

.2 **Jacking and Boring**

- .1 **Material**: The bore pipe shall consist of new, smooth wall steel pipe, meeting the requirements of H20 loading for road crossings and E80 loading for railway crossings. The minimum size, wall thickness and length shall be as shown on the drawings. Where welding is required, the entire circumference of any joint shall be welded using currently accepted welding practices.
- .2 **Site Preparation and Excavation**: Where necessary, fences shall be carefully taken down as specified in the General Conditions. Prior to any excavation taking place, all areas which will be disturbed shall be stripped of topsoil. The topsoil is to be stockpiled in locations away from the bore operation, off the line of future tile placement and out of existing water runs or ditches. The bore pit shall be located at the upstream end of the bore unless otherwise specified or approved. Bore pits shall be kept back at least 1 meter from the edge of pavement and where bore pits are made in any portion of the shoulder, the excavated material shall be disposed of off the road allowance and the pit backfilled with thoroughly compacted Granular "A" for its entire depth.
- .3 **Installation**: The pipe shall be installed in specified line and grade by a combination of jacking and boring. Upon completion of the operations, both ends of the bore pipe shall be left uncovered until the elevation has been confirmed by the Engineer or Superintendent. The ends of the bore pipe shall be securely blocked off and the location marked by means of a stake extending from the pipe invert to 300mm above the surrounding ground surface.
- .4 **Unstable Soil or Rock**: The Contractor shall contact the Engineer immediately should unstable soil be encountered or if boulders of sufficient size and number to warrant concern are encountered. Any bore pipe partially installed shall be left in place until alternative methods or techniques are determined by the Engineer after consultation with the Contractor, the Superintendent and the owning authority.
- .5 **Tile Connections**: Prior to commencement of backfilling, all tile encountered in excavations shall be reconnected using material of a size comparable to the existing material. Where the excavation is below the tile grade, a compacted granular base is to be placed prior to laying the tile. Payment for each connection will be made at the rate outlined in the Form of Tender and Agreement.
- .6 **Backfill**: Unless otherwise specified, the area below the proposed grade shall be backfilled with a crushed stone bedding. Bore pits and excavations outside of the shoulder area may be backfilled with native material compacted to a density of 95% Standard Proctor. All disturbed areas shall be neatly shaped, have the topsoil replaced and hand seeded. Surplus material from the boring operation shall be removed from the site at the Contractor's expense.
- .7 **Restoration**: The entire affected area shall be shaped and graded to original lines and grades, the topsoil replaced, and the area seeded down at the rate of 85 kg/per ha. unless otherwise specified or in accordance with the M.T.O. Encroachment Permit. Fences shall be restored to their original condition in accordance with the General Conditions.
- .8 **Acceptance**: All work undertaken by the Contractor shall be to the satisfaction of the Engineer.

A.3 **ROAD CROSSINGS** (cont'd)

.3 **Open Cut**

- .1 **Material**: The culvert or sub-drain crossing pipe material shall be specified on the drawings.
- .2 **Site Preparation and Excavation**: Where necessary, fences shall be carefully taken down as specified in the general conditions. Prior to any excavation taking place, the areas which will be disturbed shall be stripped of topsoil. The topsoil is to be stockpiled in locations away from the construction area.
- .3 **Installation**: The pipe shall be installed using bedding and cover material in accordance with Standard Detailed Drawing No. 2 or detail provided on drawings.
- .4 **Unstable Soil or Rock**: The Contractor shall contact the Engineer immediately should unstable soil be encountered or if boulders of sufficient size and number to warrant concern are encountered.
- .5 **Tile Connections**: Prior to commencement of backfilling, all tiles encountered in excavations shall be reconnected using material of a size comparable to the existing material. Where the excavation is below the tile grade, a compacted granular base is to be placed prior to laying the tile. Payment for connections not shown on the drawings shall be an extra to the contract.
- .6 **Backfill**: Backfill from the top of the cover material up to the underside of road base shall meet the requirements for M.T.O. Granular "B". The backfill shall be placed in lifts not exceeding 300mm in thickness and each lift shall be thoroughly compacted to produce a density of 98% Standard Proctor. Granular "B" road base for County Roads and Highways shall be placed to a 450mm thickness and Granular "A" shall be placed to a thickness of 200mm, both meeting M.T.O. requirements. Granular road base materials shall be thoroughly compacted to produce a density of 100% Standard Proctor.

Where the road surface is paved, the Contractor shall be responsible for placing an HL-4 Hot Mix Asphalt patch of the same thickness as the existing pavement. The asphalt patch shall be flush with the existing roadway on each side and not overlap. If specified, the asphalt patch shall not be placed immediately over the road base and the Granular "A" shall be brought up flush with the existing asphalt and a liberal amount of calcium chloride shall be spread on the gravel surface. The asphalt patch must be completed within the time period set out on the drawing.

The excavated material from the trench beyond a point 2.5 meters from the travelled portion or beyond the outside edge of the gravel shoulder, may be used as backfill in the trench in the case of covered drains. This material should be compacted in layers not exceeding 600mm.

A.4 **SURPLUS EXCAVATED MATERIAL AND GRAVEL**

Excess excavated material from open cut installation through roads, railways, laneways and lawn/grass areas, shall be removed and disposed of off-site by the Contractor as part of their lump sum installation price. If as a result of any work, gravel or crushed stone is required and not all the gravel or crushed stone is used in the construction of the works, the Contractor shall haul away such surplus gravel or stone unless otherwise approved.

A.5 **FENCES**

No earth shall be placed against fences and all fences removed by the Contractor are to be replaced by him in as good condition as found. In general, the Contractor will not be allowed to cut existing fences but shall disconnect existing fences at the nearest anchor post or other such fixed joint and shall carefully roll it back out of the way. Where the distance to the closest anchor post or fixed joint exceeds 50 meters, the Contractor will be allowed to cut and splice in accordance with accepted methods and to the satisfaction of the owner and the Engineer or Superintendent. Where existing fences are deteriorated to the extent that existing materials are not salvageable for replacement, the Contractor shall notify the Engineer or the Superintendent prior to dismantling. Fences damaged beyond salvaging by the Contractor's negligence shall be replaced with new materials, similar to those existing, at the Contractor's expense. The replacement of the fences shall be done to the satisfaction of the owner and the Engineer or Superintendent. The site examination should indicate to the Contractor such work, if any, and an allowance should be made in the tendered price.

The Contractor shall not leave any fence open when he is not at work in the immediate vicinity.

A.6 **LIVESTOCK**

The Contractor shall provide each property owner with 48 hours' notice prior to removing any fences along fields which could possibly contain livestock. Thereafter, the property owner shall be responsible to keep all livestock clear of the construction areas until further notified. Where necessary, the Contractor will be directed to erect temporary fences. The Contractor shall be held responsible for loss or injury to livestock or damage caused by livestock, where the injury or damage is caused by his failure to notify the property owner or through negligence or carelessness on the part of the Contractor.

The Contractor constructing a tile drain shall not be held responsible for damages or injury to livestock occasioned by leaving trenches open for inspection by the Engineer if he notifies the owner at least 48 hours prior to commencement of the work on that portion. The Contractor will be held liable for such damages or injury if the backfilling of such trenches is delayed more than 1 day after acceptance by the Engineer.

A.7 **STANDING CROPS**

The Contractor shall not be held responsible for damages to standing crops within the working area available and the access route provided if he notifies the owner thereof at least 48 hours prior to commencement of the work on that portion.

A.8 **RAILWAYS, HIGHWAYS, UTILITIES**

A minimum of forty-eight (48) hours' notice to Railways, Highways and Utilities, exclusive of Saturdays, Sundays and Holidays, shall be required by the Contractor prior to any work being performed and in the case of a pipe being installed by open cutting or boring under a Highway or Railway, a minimum of 72 hours' notice is required.

A.9 **UTILITIES**

The attention of the Contractor is drawn to the presence of utilities along the course of the drain. The Contractor will be responsible for determining the location of all utilities and will be held liable for any damage to all utilities caused by his operations. The Contractor shall co-operate with all authorities to ensure that all utilities are protected from damage during the performance of the work. The cost of any necessary relocation work shall be borne by the utility. No allowance or claims of any nature will be allowed on account for delays or inconveniences due to utilities relocation, or for inconveniences and delays caused by working around or with existing utilities not relocated.

A.10 **IRON BARS**

The Contractor shall be held liable for the cost of an Ontario Land Surveyor to replace any iron bars destroyed during the course of construction.

A.11 **STAKES**

At the time of the survey, stakes are set along the course of the drain at intervals of 50 meters. The Contractor shall ensure that the stakes are not disturbed unless approval is obtained from the Engineer. Any stakes removed by the Contractor without the authority of the Engineer, shall be replaced at the expense of the Contractor. At the request of the Contractor, any stakes which are removed or disturbed by others or by livestock, shall be replaced at the expense of the drain.

A.12 **RIP-RAP**

Rip-rap shall be specified on the drawings and shall conform to the following:

- .1 **Quarry Stone**: shall range in size from 150mm to 300mm evenly distributed and shall be placed to a 300mm thickness on a filter blanket at a 1.5 to 1 slope unless otherwise noted. Filter blanket to be Mirafi 160N or approved equal.
- .2 **Broken Concrete**: may be used in areas outside of regular flows if first broken in maximum 450mm sized pieces and mixed to blend with quarry stone as above. No exposed reinforcing steel shall be permitted.
- .3 **Shot Rock**: shall range in size from 150mm to 600mm placed to a depth of 450mm thickness on a filter blanket at a 1.5:1 slope unless otherwise noted. Filter blanket to be Mirafi 160N or approved equal.

A.13 **GABION BASKETS**

Supply and install gabion basket rip-rap protection as shown on the drawings.

Gabion baskets shall be as manufactured by Maccaferri Gabions of Canada Ltd. or approved equal and shall be assembled and installed in strict accordance with the manufacturer's recommendations.

The gabion fill material shall consist solely of fractured field stone or gabion stone graded in size from 100mm to 200mm (4" to 8") and shall be free of undersized fragments and unsuitable material.

A.14 **RESTORATION OF LAWNS**

- .1 **General**: Areas noted on the drawings to be restored with seeding or sodding shall conform to this specification, and the Contractor shall allow for all costs in his lump sum bid for the following works.
- .2 **Topsoil**: Prior to excavation, the working area shall be stripped of existing topsoil. The topsoil stockpile shall be located so as to prevent contamination with material excavated from the trench. Upon completion of backfilling operations, topsoil shall be spread over the working area to a depth equal to that which previously existed but not less than the following:
 - Seeding and sodding - minimum depth of 100mm
 - Gardens - minimum depth of 300mmIn all cases where a shortfall of topsoil occurs, whether due to lack of sufficient original depth or rejection of stockpiled material due to Contractor's operations, imported topsoil from acceptable sources shall be imported at the Contractor's expense to provide the specified depths. Topsoil shall be uniformly spread, graded, and cultivated prior to seeding or sodding. All clods or lumps shall be pulverized, and any roots or foreign matter shall be raked up and removed as directed.

.3 **Sodding**

- .1 **Materials**: Nursery sod to be supplied by the Contractor shall meet the current requirements of the Ontario Sod Growers Association for No. 1 Bluegrass Fescue Sod.
- .2 **Fertilizer**: Prior to sod placement, approved fertilizer shall be spread at the rate of 5kg/100m² of surface area and shall be incorporated into such surfaces by raking, discing or harrowing. All surfaces on which sod is to be placed shall be loose at the time of placing sod to a depth of 25mm.
- .3 **Placing Sod**: Sod shall be laid lengthwise across the face of slopes with ends close together. Sod shall be counter sunk along the joints between the existing grade and the new sodding to allow for the free flow of water across the joint. Joints in adjacent rows shall be staggered and all joints shall be pounded and rolled to a uniform surface.

On slopes steeper than 3 to 1, and in unstable areas, the Engineer may direct the Contractor to stake sod and/or provide an approved mesh to prevent slippages. In all cases where such additional work is required, it will be deemed an extra to the contract and shall be paid for in accordance with the General Conditions. No sod shall be laid when frozen nor upon frozen ground nor under any other condition not favourable to the growth of the sod. Upon completion of sod laying the Contractor shall thoroughly soak the area with water to a depth of 50mm. Thereafter it will be the responsibility of the property owner to maintain the area in a manner so as to promote growth.

A.14 **RESTORATION OF LAWNS (cont'd)**

- .4 **Seeding:** Seed to be supplied by the Contractor shall be “high quality grass seed” harvested during the previous year, and shall be supplied to the project in the supplier’s original bags on which a tag setting out the following information is affixed:

- Year or Harvest - recommended rate of application
- Type of Mixture - fertilizer requirements

Placement of seed shall be by means of an approved mechanical spreader. All areas on which seed is to be placed shall be loose at the time of placing seed, to a depth of 25mm. Seed and fertilizer shall be spread in accordance with the supplier’s recommendations unless otherwise directed by the Engineer. Thereafter it will be the responsibility of the property owner to maintain the area in a manner so as to promote growth.

- .5 **Settlement:** The Contractor shall be responsible during the one-year guarantee period for the necessary repair of restored areas due to trench settlement. Areas where settlement does not exceed 50mm may be repaired by top dressing with fine topsoil. In areas where settlement exceeds 50mm, the Contractor will be required to backfill the area with topsoil and restore with seeding and/or sodding as originally specified.

A.15 **RESTORATION OF ROADS AND LANEWAYS**

- .1 **Gravel:** Restoration shall be in accordance with the applicable standard detailed drawing or as shown on the drawings.
- .2 **Asphalt and Tar and Chip:** Prior to restoration all joints shall be neatly sawcut. Restoration shall be as a in gravel above with the addition of the following:
- .1 Roads shall have the finished grade of Granular ‘A’, allow two courses of hot-mix asphalt (M.T.O. 310), 80mm HL6 and 40mm HL3 or to such greater thickness as may be required to match the existing.
 - .2 Laneways shall have the finished grade of Granular ‘A’ allow one 50mm minimum course of hot-mix asphalt (HL3) or greater as may be required to match existing.

SECTION B - OPEN DRAIN

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SECTION B
OPEN DRAIN

B.1 PROFILE

The profile drawing shows the depth of cuts from the ground beside the stake to the final invert of the ditch in meters and decimals of a meter and also the approximate depth of cuts from the existing bottom of the ditch to the elevation of the ditch bottom. These cuts are established for the convenience of the Contractor; however, benchmarks will govern the final elevation of the drain. Benchmarks have been established along the course of the drain and their locations and elevations are noted on the profile drawing. A uniform grade shall be maintained between stakes in accordance with the profile drawing.

B.2 ALIGNMENT

The drain shall be constructed in a straight line and shall follow the course of the present drain or water run unless otherwise noted on the drawings. Where it is necessary to straighten any bends or irregularities in alignment not noted on the drawings, the Contractor shall contact the Engineer or Superintendent before commencing the work.

B.3 CLEARING AND GRUBBING

Prior to commencement of work, all trees, scrub, fallen timber and debris shall be removed from the side slopes of the ditch and for such a distance on the working side so as to eliminate any interference with the construction of the drain or the spreading of the spoil. The side slopes shall be neatly cut and cleared flush with slope whether or not they are affected directly by the excavation. With the exception of large stumps causing damage to the drain, the side slope shall not be grubbed. All other cleared areas shall be grubbed and the stumps put into piles for disposal by the owner.

All trees or limbs 150mm (6") or larger, that it is necessary to remove, shall be considered as logs and shall be cut and trimmed, and left in the working width separate from the brush, for use or disposal by the owner. Trees or limbs less than 150mm in diameter shall be cut in lengths not greater than 5 meters and placed in separate piles with stumps spaced not less than 75 meters apart in the working width, for the use or disposal of the owner. In all cases, these piles shall be placed clear of excavated materials, and not be piled against standing trees. No windrowing will be permitted. The clearing and grubbing and construction of the drain are to be carried out in two separate operations and not simultaneously at the same location.

B.4 EXCAVATION

The bottom width and the side slopes of the ditch shall be those shown on the profile drawing.

Unless otherwise specified on the drawings, only the existing ditch bottom is to be cleaned out and the side slopes are not to be disturbed. Where existing side slopes become unstable because of construction, the Contractor shall immediately contact the Engineer or Superintendent. Alternative methods of construction and/or methods of protection will then be determined, prior to continuing the work.

Where an existing drain is being relocated or where a new drain is being constructed, the Contractor shall, unless otherwise specified, strip the topsoil for the full width of the drain, including the location of the spoil pile. Upon completion of levelling, the topsoil shall be spread to an even depth across the full width of the spoil.

B.5 EXCAVATED MATERIAL

Excavated material shall be deposited on either or both sides of the drain as indicated on the drawings or as directed by the Engineer or Superintendent. A buffer strip of not less than 3 meters in width through farmed lands and 2 meters in width through bush areas shall be left along the top edges of the drain. The buffer strip shall be seeded and/or incorporated as specified on the drawings. The material shall be deposited beyond the specified buffer strip.

B.5 EXCAVATED MATERIAL (cont'd)

No excavated material shall be placed in tributary drains, depressions, or low areas which direct water into the ditch so that water will be trapped behind the spoil bank. The excavated material shall be placed and levelled to a minimum width to depth ratio of 50 to 1 unless instructed otherwise. The edge of the spoil bank away from the ditch shall be feathered down to the existing ground; the edge of the spoil bank nearest the ditch shall have a maximum slope of 2 to 1. The material shall be levelled such that it may be cultivated with ordinary farm equipment without causing undue hardship on machinery and personnel. No excavated material shall cover any logs, scrub, debris, etc. of any kind.

Where it is necessary to straighten any unnecessary bends or irregularities in the alignment of the ditch, the excavated material from the new cut shall be used for backfilling the original ditch. Regardless of the distance between the new ditch and the old ditch no extra compensation will be allowed for this work and must be included in the Contractor's lump sum price for the open work.

Any stones 150mm or larger left exposed on top of the levelled excavated material shall be removed and disposed of as an extra to the contract unless otherwise noted on plans.

B.6 EXCAVATION THROUGH BRIDGES AND CULVERTS

The Contractor shall excavate the drain to the full specified depth and width under all bridges. Where the bridge or culvert pipe is located within a road allowance, the excavated material shall be levelled within the road allowance. Care shall be taken not to adversely affect existing drainage patterns. Temporary bridges may be carefully removed and left on the bank of the drain but shall be replaced by the Contractor when the excavation is completed unless otherwise specified. Permanent bridges must be left intact. All necessary care and precautions shall be taken to protect the structure. The Contractor shall notify the Engineer or Superintendent if excavation may cause the structure to undermine or collapse.

B.7 PIPE CULVERTS

Where specified on the drawings, the existing culvert shall be carefully removed, salvaged and either left at the site for the owner or reinstalled at a new grade or location. The value of any damage caused to the culvert due to the Contractor's negligence in salvage operation will be determined and deducted from the contract price.

All pipe culverts shall be installed in accordance with the standard detail drawings as noted on the drawings. If couplers are required, 5 corrugation couplers shall be used for up to and including 1200mm dia. pipe and 10 corrugation couplers for greater than 1200mm dia.

B.8 MOVING DRAINS OFF ROADS

Where an open drain is being removed from a road allowance, it must be reconstructed wholly on the adjacent lands with a minimum distance of 2.0 meters between the property line and the top of the bank, unless otherwise noted on the drawings. The excavated material shall be used to fill the existing open ditch and any excess excavated material shall be placed and levelled on the adjacent lands beyond the buffer strip, unless otherwise noted. Any work done on the road allowance, with respect to excavation, disposal of materials, installation of culverts, cleaning under bridges, etc., shall be to the satisfaction of the Road Authority and the Engineer.

B.9 TRIBUTARY OUTLETS

The Contractor shall guard against damaging the outlets of tributary drains. Prior to commencement of excavation on each property the Contractor shall contact the owner and request that all known outlet pipes be marked by the owner. All outlets so marked or visible or as noted on the profile, and subsequently damaged by the Contractor's operations will be repaired by the Contractor at his cost. All outlet pipes repaired by the Contractor under direction of the Drainage Superintendent or Engineer which were not part of the Contract shall be considered an extra to the contract price.

B.10 **SEDIMENT BASINS AND TRAPS**

The Contractor shall excavate sediment basins prior to commencement of upstream work as shown on the plan and profile. The dimension of the basin will be in a parabolic shape with a depth of 450mm below the proposed ditch bottom and the basin will extend along the drain for a minimum length of 15 meters.

A sediment trap 300mm deep and 5 meters long with silt fence placed across ditch bottom on the downstream end of the trap shall be constructed prior to and maintained during construction, to prevent silt from flushing downstream. The silt fence shall be removed and disposed of after construction.

B.11 **SEEDING**

.1 **Delivery:** The materials shall be delivered to the site in the original unopened containers which shall bear the vendor's guarantee of analysis and seed will have a tag showing the year of harvest.

.2 **Hydro Seeding:** Areas specified on drawings shall be hydro seeded and mulched upon completion of construction in accordance with O.P.S.S. 572 and with the following application rates:

Primary Seed (85 kg/ha.):	50% Creeping Red Fescue 40% Perennial Ryegrass 5% White Clover
Nurse Crop	Italian (Annual) Ryegrass at 25% of Total Weight
Fertilizer (300 kg/ha.)	8-32-16
Hydraulic Mulch (2000 kg/ha.)	Type "B"
Water (52,700 litres/ha.)	

Seeding shall not be completed after September 30.

.3 **Hand Seeding:** Hand seeding shall be completed daily with the seed mixture and fertilizer and application rate shown under "Hydro Seeding" above. Placement of the seed shall be by means of an approved mechanical spreader. Seeding shall not be completed after September 30.

SECTION C - TILE DRAIN

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SECTION C

TILE DRAIN

C.1 PIPE MATERIALS

- .1 **Concrete Tile:** All tile installed under these specifications shall be sound and of first quality and shall meet all A.S.T.M. Specifications current at the time of tendering. Concrete tile shall conform to Designation C412 "Extra Quality" except that the minimum compression strengths shall be increased by 25%. Heavy Duty tile shall conform to Designation C412 "Heavy Duty Extra Quality".
- .2 **Corrugated Steel Pipe:** Unless otherwise specified, all metal pipe shall be corrugated, riveted steel pipe or helical corrugated steel pipe with a minimum wall thickness of 1.6mm (16 gauge) and shall be fully galvanized.
- .3 **Plastic Tubing:** The plans will specify the type of tubing or pipe, such as non-perforated or perforated (with or without filter material).
 - i) Corrugated Plastic Drainage Tubing shall conform to the current O.F.D.A. Standards
 - ii) Heavy Duty Corrugated Plastic Pipe shall be "Boss 1000" manufactured by the Big 'O' Drain Tile Co. Ltd. or approved equal
- .4 **Concrete Sewer Pipe:** The Designations for concrete sewer pipe shall be C14 for concrete sewer pipe 450mm (18") diameter or less; and C76 for concrete sewer pipe greater than 450mm (18") diameter. Where closed joints are specified, joints shall conform to the A.S.T.M. Specification C443.

Where concrete sewer pipe "seconds" are permitted the pipe should exhibit no damages or cracks on the barrel section and shall be capable of satisfying the crushing strength requirements for No.1, Pipe Specifications (C14 or C76). The pipe may contain cracks or chips in the bell or spigot which could be serious enough to prevent the use of rubber gaskets, but which are not so severe that the joint could not be mortared conventionally.
- .5 **Plastic Sewer Pipe:** The plans will specify the type of sewer pipe, such as non-perforated or perforated (with or without filter material). All plastic sewer pipe and fittings shall be "Boss Poly-Tite", ULTRA-RIB", "Challenger 3000" or approved equal with a minimum stiffness of 320 kpa at 5% deflection.
- .6 **Plastic Fittings:** All plastic fittings shall be "Boss 2000" or "Challenger 2000" with split coupler joints or approved equal.

C.2 TESTING

The manufacturer shall provide specimens for testing if required. The random selection and testing procedures would follow the appropriate A.S.T.M. requirements for the material being supplied. The only variation is the number of tiles tested: 200mm to 525mm dia. - 5 tile tested, 600mm to 900mm dia. - 3 tile tested. The drain will be responsible for all testing costs for successful test results. Where specimens fail to meet the minimum test requirements, the manufacturer will be responsible for the costs of the unsuccessful tests. Alternately, the Engineer may accept materials on the basis of visual inspections and the receipt in writing from the Manufacturer of the results of daily production testing carried out by the Manufacturer for the types and sizes of the material being supplied.

C.3 LINE

Prior to stringing the tile, the Contractor shall contact the Superintendent or the Engineer in order to establish the course of the drain.

Where an existing drain is to be removed and replaced in the same trench by the new drain or where the new drain is to be installed parallel to an existing drain, the Contractor shall excavate test holes to locate the existing drain (including repairing drainage tile) at intervals along the course of the drain as directed by the Engineer and/or the Superintendent. The costs for this work shall be included in the tender price.

Where an existing drain is to be removed and replaced in the same trench by the new drain, all existing tiles shall be destroyed, and all broken tile shall be disposed of offsite.

C.3 **LINE** (cont'd)

The drain shall run in as straight a line as possible throughout its length, except that at intersections of other water courses or at sharp corners, it shall run on a curve of at least a 15-meter radius. The new tile drain shall be constructed at an offset from and generally parallel with any ditch or defined watercourse in order that fresh backfill in the trench will not be eroded by the flow of surface water. The Contractor shall exercise care not to disturb any existing tile drain or drains which parallel the course of the new drain, particularly where the new and the existing tile act together to provide the necessary capacity.

C.4 **CLEARING AND GRUBBING**

Prior to commencement of drain construction, all trees, scrub, fallen timber and debris shall be cleared and grubbed from the working area. Unless otherwise specified, the minimum width to be cleared and grubbed shall be 20 meters in all hardwood areas and 30 meters in all softwood areas (willow, poplar, etc.), the width being centred on the line of the drain.

All trees or limbs 150mm (6") or larger, that it is necessary to remove, shall be considered as logs and shall be cut and trimmed, and left in the working width separate from the brush, for use or disposal by the owner. Trees or limbs less than 150mm in diameter shall be cut in lengths not greater than 5 meters and placed in separate piles with stumps spaced not less than 75 meters apart in the working width, for the use or disposal of the owner. In all cases, these piles shall be placed clear of excavated materials, and not be piled against standing trees. No windrowing will be permitted. The clearing and grubbing and construction of the drain are to be carried out in two separate operations and not simultaneously at the same location.

C.5 **PROFILE**

The profile drawing shows the depth of cuts from the ground beside the stake to the final invert of the drain in meters and decimals of a meter. These cuts are established for the convenience of the Contractor; however, benchmarks will govern the final elevation of the drain. Benchmarks have been established along the course of the drain and their locations and elevations are noted on the profile drawing.

C.6 **GRADE**

The Contractor shall provide and maintain in good working condition, an approved system of establishing a grade sight line to ensure the completed works conform to the profile drawing. In order to confirm the condition of his system and to eliminate the possibility of minor errors on the drawings, he shall ensure his grade sight line has been confirmed to be correct between a minimum of two control points (bench marks) and shall spot check the actual cuts and compare with the plan cuts prior to commencement of tile installation. He shall continue this procedure from control point to control point as construction of the drain progresses. When installing a drain towards a fixed point such as a bore pipe, the Contractor shall uncover the pipe and confirm the elevation, using the sight line, a sufficient distance away from the pipe in order to allow for any necessary minor grade adjustments to be made in order to conform to the as built elevation of the bore pipe. All tile improperly installed due to the Contractor not following these procedures shall be removed and replaced entirely at the Contractor's cost.

When following the procedures and a significant variation is found, the Contractor shall immediately cease operations and advise the Engineer.

C.7 **EXCAVATION**

- .1 **Trench:** Unless otherwise specified, all trenching shall be done with a recognized farm tiling machine approved by the Engineer or Superintendent. The machine shall shape the bottom of the trench to conform to the outside diameter of the pipe for a minimum width of one-half of the outside diameter. The minimum trench width shall be equal to the outside diameter of the tile to be installed plus 100mm (4") on each side unless otherwise approved. The maximum trench width shall be equal to the outside diameter of the tile to be installed plus 250mm (10") on each side unless otherwise approved.

C.7 **EXCAVATION** (cont'd)

- .2 **Scalping**: Where the depths of cuts in isolated areas along the course of the drain as shown on the profile exceed the capacity of the Contractor's tiling machine, he shall lower the surface grade in order that the tiling machine may trench to the correct depth. Topsoil is to be stripped over a sufficient width that no subsoil will be deposited on top of topsoil. Subsoil will then be removed to the required depth and piled separately. Upon completion of backfilling, the topsoil will then be replaced to an even depth over the disturbed area. The cost for this work shall be included in his tender price.
- .3 **Excavator**: Where the Contractor's tiling machine consistently does not have the capacity to dig to the depths required or to excavate the minimum trench width required, he shall indicate in the appropriate place provided on the tender form his proposed methods of excavation.
Where the use of an excavator is either specified on the drawings or approved as evidenced by the acceptance of his tender on which he has indicated the proposed use of a backhoe he shall conform to the following requirements:
- a) the topsoil shall be stripped and replaced in accordance with Section .2 "Scalping".
 - b) all tile shall be installed on a bed of 19mm crushed stone with a minimum depth of 150mm which has been shaped to conform to the lower segment of the tile.
 - c) the Contractor shall allow for the cost of the preceding requirements (including the supply of the crushed stone) in his lump sum tender price unless it is otherwise provided for in the contract documents.
- .4 **Backfilling Ditch**: Where the contract includes for a closed drain to replace an open drain and the ditch is to be backfilled, the Contractor shall install the tile and backfill the trench prior to backfilling the ditch unless otherwise noted. The distance the trench shall be located away from the ditch shall be as noted on the drawings, (beyond area required for stockpiling topsoil and backfilling). After tile installation is complete topsoil (if present) shall be stripped and stockpiled within the above limits prior to backfilling of ditch. Only tracked equipment shall be permitted to cross backfilled tile trench and must be at 90 degrees to line of tile.

C.8 **INSTALLATION**

The tile is to be laid with close fitting joints and in regular grade and alignment in accordance with the plan and profile drawings. The tiles are to be bevelled, if necessary, to ensure close joints (in particular around curves). Where, in heavy clay soils, the width of a joint exceeds 10mm the joint shall be wrapped with filter cloth as below. Where the width of a joint exceeds 12mm the tile shall first be removed and the joint bevelled to reduce the gap. The maximum deflection of one tile joint shall be 15 degrees. Where a drain connects to standard or ditch inlet catchbasins or junction box structures, the Contractor shall include in his tender price for the supply and installation of compacted Granular 'A' bedding under areas backfilled from the underside of the pipe to undisturbed soil. The connections will then be grouted.

Where a tile drain passes through a bore pit, the Tile Contractor shall include in his tender price for the supply and placement of compacted Granular "A" bedding from the underside of the pipe down to undisturbed soil within the limits of the bore pit.

As above and where soil conditions warrant, the Engineer may require (or as specified on the drawings) that each tile joint be wrapped with synthetic filter cloth. The width of the filter cloth shall be 300mm wide for tile sizes of 150mm to 300mm and 400mm wide for sizes of 350mm to 750mm. The filter cloth shall cover the full perimeter of the tile and overlap a minimum of 100mm or as specified on the drawings. The type of cloth shall be Mirafi 140NL for loam soils and 150N for sandy soil. Any such work not shown on the drawings shall be considered as an addition to the contract price unless specified on the drawings.

C.9 **ROAD AND LANEWAY SUB-SURFACE CROSSINGS**

All road and laneway crossings may be made with an open cut in accordance with standard detailed drawings in the specifications or on the drawings. The exact location of the crossing shall be verified and approved by the Road Authority and the Engineer and/or Superintendent.

C.10 **BACKFILLING**

As the laying of the tile progresses, blinding up to the springline including compaction by tamping (by hand) is to be made on both sides of the tile. No tile shall be backfilled until inspected by the Engineer or Drainage Superintendent unless otherwise approved by the Engineer.

The remainder of the trench shall be backfilled with special care being taken in backfilling up to a height approximately 150mm above the top of the tile to ensure that no tile breakage occurs. During the backfilling operation no equipment shall be operated in a way that would transfer loads onto the tile trench. Surplus material is to be mounded over the tile trench so that when settlement takes place the natural surface of the ground will be restored. Upon completion, a minimum cover of 600mm is required over all tile. Where stones larger than 150mm are present in the backfill material, they shall be separated from the material and disposed of by the Contractor.

Where a drain crosses a lawn area, the backfilling shall be carried out as above except that, unless otherwise specified, the backfill material shall be mechanically compacted to eliminate settlement.

C.11 **UNSTABLE SOIL**

The Contractor shall immediately contact the Engineer or Superintendent if quicksand is encountered, such that installation with a tiling machine is not possible. The Engineer shall, after consultation with the Superintendent and Contractor, determine the action necessary and a price for additions or deletions shall be agreed upon prior to further drain installation. Where directed by the Engineer, test holes are to be dug to determine the extent of the affected area. Cost of test holes shall be considered an addition to the contract price.

C.12 **ROCKS**

The Contractor shall immediately contact the Engineer or Superintendent if boulders of sufficient size and number are encountered such that the Contractor cannot continue trenching with a tiling machine. The Engineer or Superintendent may direct the Contractor to use some other method of excavating to install the drain. The basis of payment for this work shall be determined by the Engineer and Drainage Superintendent.

If only scattered large stones or boulders are removed on any project, the Contractor shall haul same to a nearby bush or fence line, or such other convenient location as approved by the Landowners(s).

C.13 **BROKEN, DAMAGED TILE OR EXCESS TILE**

The Contractor shall remove and dispose of off-site all broken (existing or new), damaged or excess tile or tiles. If the tile is supplied by the Municipality, the Contractor shall stockpile all excess tile in readily accessible locations for pickup by the Municipality upon the completion of the job.

C.14 **TRIBUTARY DRAINS**

Any tributary tile encountered in the course of the drain shall be carefully taken up by the Contractor and placed clear of the excavated earth. If the tributary tile drains encountered are clean or reasonably clean, they shall be connected into the new drain. Where existing drains are full of sediment, or contain pollutants, the decision to connect those drains to the new drain shall be left to the Engineer or Superintendent. Each tributary tile connection made by the Contractor shall be located and marked with a stake and no backfilling shall take place until the connection has been approved by the Engineer or Superintendent.

For tributary drains 150mm dia. or smaller connected to new tiles 250mm dia. or larger, and for 200mm dia. connected to 350mm dia. or larger, the Contractor shall neatly cut a hole in the middle of a tile length. The connections shall be made using a prefabricated adaptor. All other connections shall be made with prefabricated wyes or tees conforming to Boss 2000 split coupler or approved equal.

Where an open drain is being replaced by a new tile drain, existing tile outlets entering the ditch from the side opposite the new drain shall be extended to the new drain. All existing metal outlet pipes shall be carefully removed, salvaged, and left for the owner. Where the grade of the connection passes through the newly placed backfill in the ditch, the backfill material below the connection shall be thoroughly compacted and metal pipe of a size compatible with the tile outlet shall be installed so that a minimum length of 2 meters at each end is extending into undisturbed soil.

C.14 **TRIBUTARY DRAINS** (cont'd)

Where locations of tiles are shown on the drawings the Contractor shall include in his tender price, all costs for connecting those tiles to the new drain regardless of length.

Where tiles not shown on the drawings are encountered in the course of the drain, and are to be connected to the new drain, the Contractor shall be paid for each connection at the rate outlined in the Form of Tender and Agreement.

C.15 **OUTLET PIPES**

Corrugated steel pipe shall be used to protect the tile at its outlet. It shall have a hinged metal grate with a maximum spacing between bars of 40mm. The corrugated steel pipe shall be bevelled at the end to generally conform to the slope of the ditch bank and shall be of sufficient size that the tile can be inserted into it to provide a solid connection. The connection will then be grouted immediately.

The installation of the outlet pipe and the required rip-rap protection shall conform to the standard detailed drawing as noted on the drawing.

C.16 **CATCHBASINS AND JUNCTION BOXES**

- .1 **Catchbasins**: Unless otherwise noted or approved, catchbasins shall be in accordance with O.P.S.D. 705.010, 705.030. All catchbasins shall include two - 150mm riser sections for future adjustments. All ditch inlet catchbasins shall include one 150mm riser section for future adjustments. The catchbasin top shall be a "Bird Cage" type substantial steel grate, removable for cleaning and shall be inset into a recess provided around the top of the structure. The grate shall be fastened to the catchbasin with bolts into the concrete. Spacing of bars on grates for use on 600mmx600mm structures shall be 65mm centre to centre. Spacing of bars on grates for use on structures larger than 600mmx600mm shall be 90mm with a steel angle frame.

The exact location and elevation of catchbasins shall be approved by the Road Authority or the Engineer/Superintendent. Catchbasins offset from the drain shall have "Boss 2000" 200mm diameter leads or approved equal unless otherwise noted and the leads shall have a minimum of 600mm of cover. The leads shall be securely grouted at the structures and the drain.

- .2 **Junction Boxes**: Junction boxes shall be the precast type unless otherwise approved. Dimensions for precast junction boxes shall conform to those for catchbasins. The inside dimensions of the box shall be a minimum of 100mm larger than the outside diameter of the largest pipe being connected. The minimum cover over the junction box shall be 600mm. Benching to spring line shall be supplied with all junction boxes.
- .3 **Connections**: Catchbasins and junction boxes shall not be ordered until elevations of existing pipes being connected have been verified in the field as indicated on the drawings. All connections shall be securely grouted at both the inside and outside walls of the structure.

- .4 **Installation**: Where the native material is clay, all catchbasins shall be backfilled with an approved granular material placed and compacted to a minimum width of 300mm on all sides with the following exception. Where the native material is sandy or granular in nature it may be used as backfill. Filter cloth shall be placed between the riser sections of all catchbasins.

Where the Contractor has over excavated or where ground conditions warrant, the structure shall be installed on a compacted granular base.

The Contractor shall include in his tender price for the construction of a berm behind all ditch inlet structures. The berm shall be constructed of compacted clay keyed 300mm into undisturbed soil. Topsoil shall be distributed to a 65mm thickness and seeded unless otherwise specified. The Contractor shall also include for regrading, shaping and seeding of road ditches for a maximum of 15 meters each way from all catchbasins.

C.17 **BLIND INLETS**

Where specified, blind inlets shall be installed along the course of the drain in accordance with details on the drawings.

C.18 **GRASSED WATERWAY**

Topsoil to be stripped from construction area and stockpiled prior to construction of waterway. Waterway to be graded into a parabolic shape to the width shown on the drawings. Topsoil to be relevelled over the waterway and other areas disturbed by construction.

Waterway to be prepared for seeding by harrowing and then seeded by drilling followed by rolling. Seeding rate to be 85 Kg/Ha with the following mixture:

- 30% Canon Canada Bluegrass
- 25% Koket Chewings Fescue
- 30% Rebel Tall Fescue
- 15% Diplomat Perennial Rye
- Plus #125 Birdsfoot Trefoil (25% of Total Weight)

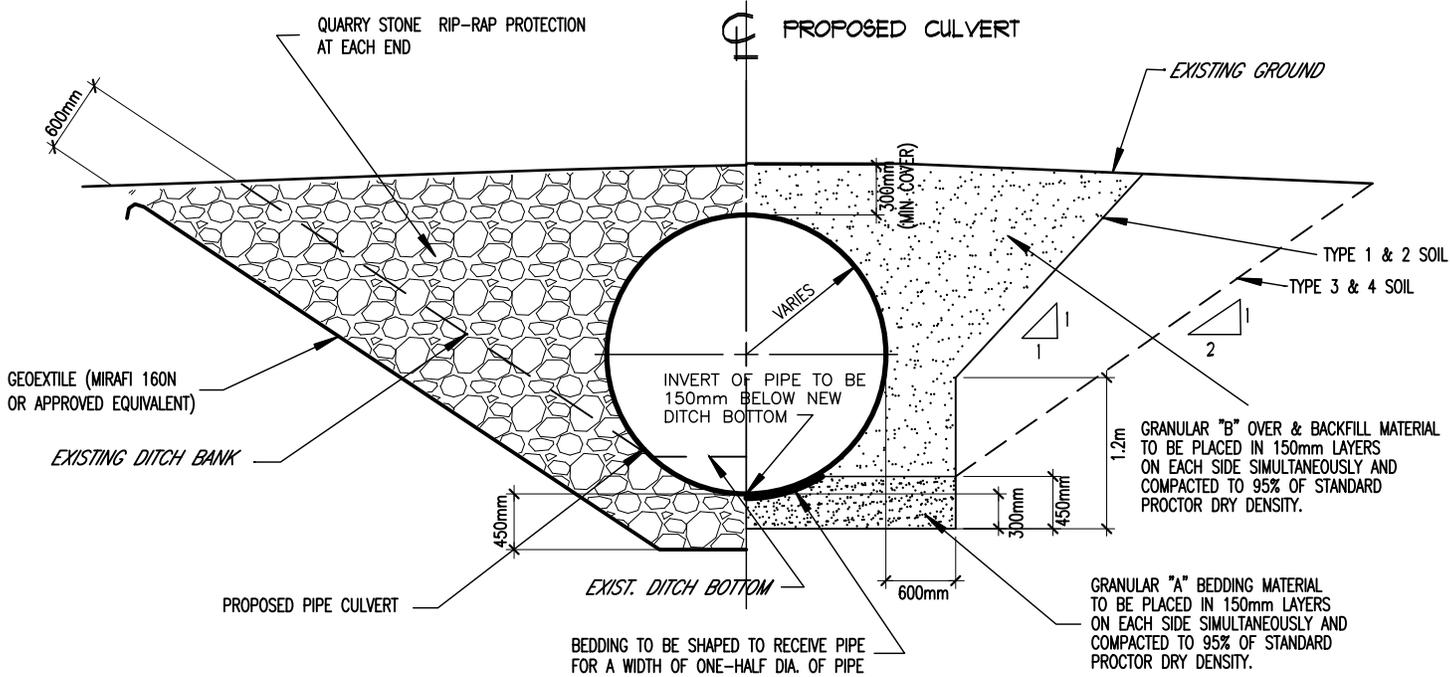
C.19 **BACKFILLING EXISTING DITCHES**

The Contractor shall backfill the ditch sufficiently for traversing by farm machinery. If sufficient material is not available from the old spoil banks to fill in the existing ditch, the topsoil shall be stripped and the subsoil shall be bulldozed into the ditch and the topsoil shall then be spread over the backfilled ditch unless otherwise specified on the contract drawings. The Contractor shall ensure sufficient compaction of the backfill and if required, repair excess settlement up to the end of the warranty period. The final grade of the backfilled ditch shall provide an outlet for surface water.

C.20 **RECOMMENDED PRACTICE FOR CONSTRUCTION OF SUBSURFACE DRAINAGE SYSTEM**

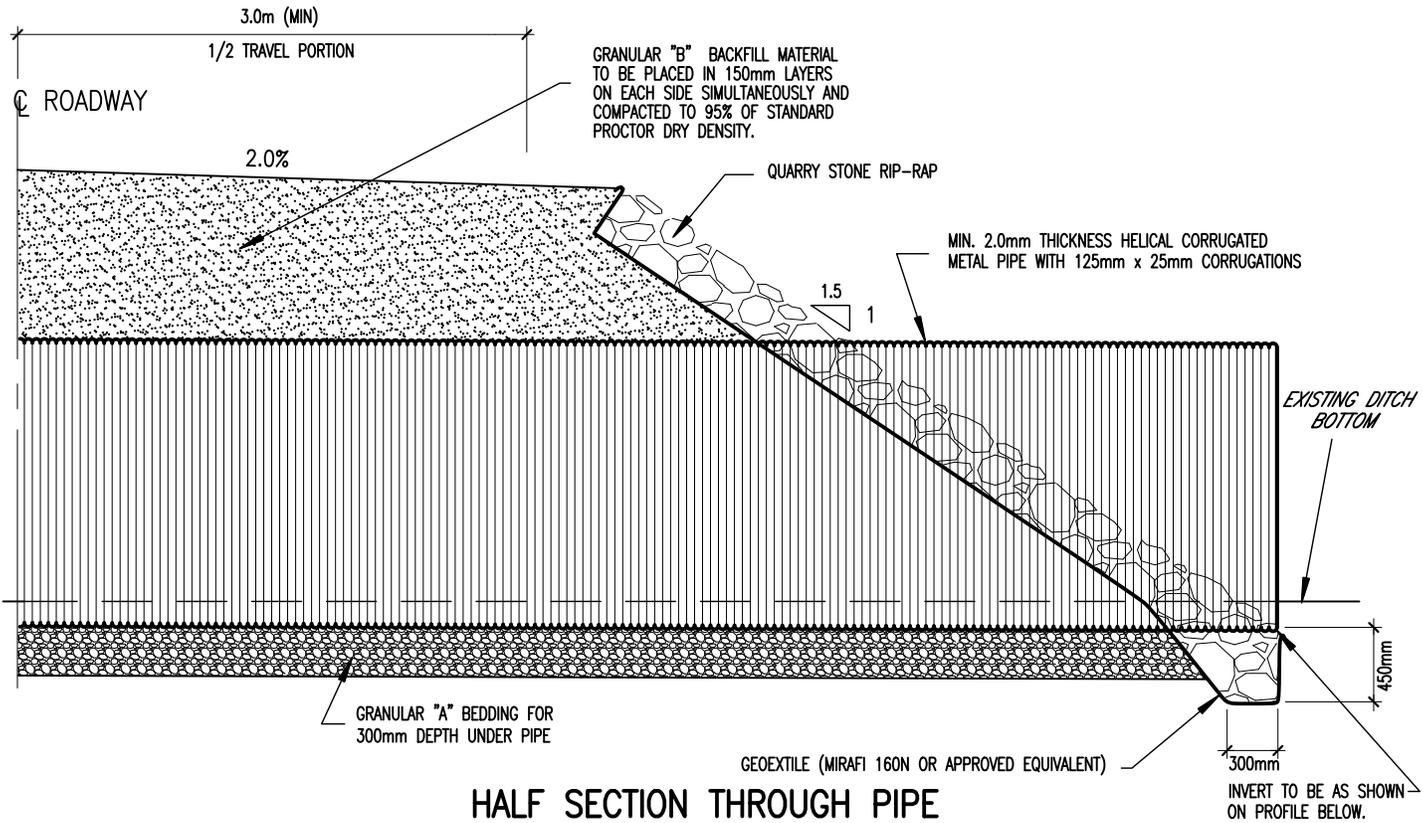
Drainage guide for Ontario, Ministry of Agriculture, Food and Rural Affairs Publication Number 29 and its amendments, dealing with the construction of Subsurface Drainage systems, shall be the guide to all methods and materials to be used in the construction of tile drains except where superseded by other specifications of this contract.

The requirements of licensing of operators, etc. which apply to the installation of closed drains under the Tile Drainage Act shall also be applicable to this contract in full unless approval otherwise is given in advance by the Engineer.



HALF ELEVATION

HALF SECTION



HALF SECTION THROUGH PIPE

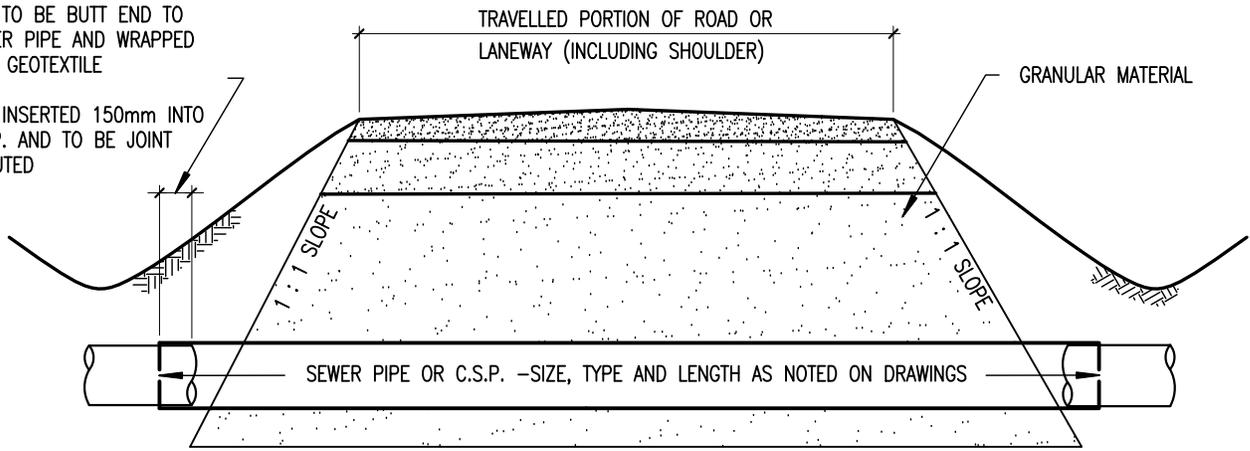
NOTES

- 1) WHERE THE CULVERT IS TO BE INSTALLED IN POOR SOIL CONDITIONS, THE BEDDING MATERIAL SHALL BE 19mm CRUSHED STONE COMPLETELY WRAPPED IN GEOTEXTILE SUCH AS MIRAFI 160N OR APPROVED EQUIVALENT.

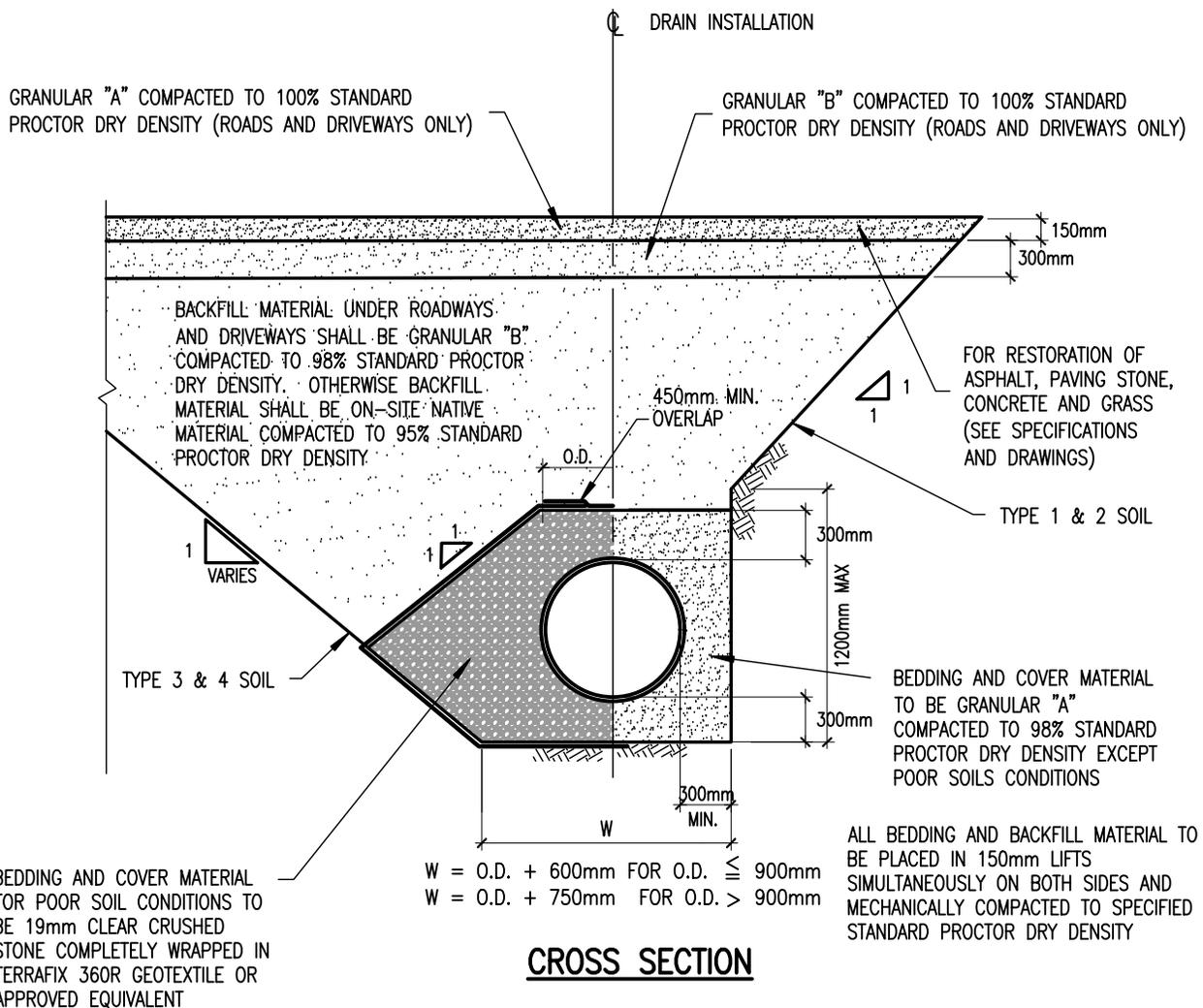
TYPICAL FARM CULVERT INSTALLATION DETAIL		
Scale: N.T.S.	Approved by:	Date: January 1983
Drawn by: jk	M.P.D.	Revised: November 2000
ELEVATION & SECTION		STANDARD DETAILED DRAWING
 SPRIET ASSOCIATES LONDON LIMITED CONSULTING ENGINEERS ARCHITECTS		No. 01

1. TILE TO BE BUTT END TO SEWER PIPE AND WRAPPED WITH GEOTEXTILE

2. TILE INSERTED 150mm INTO C.S.P. AND TO BE JOINT GROUTED



SECTION THROUGH PIPE



CROSS SECTION

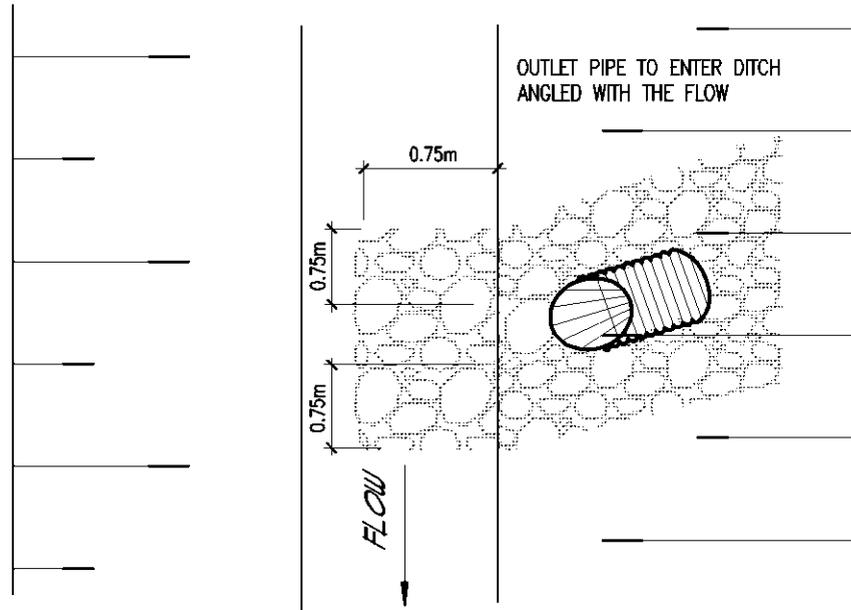
TYPICAL INSTALLATION DETAIL FOR SEWER PIPE UNDER DRIVEWAYS AND TRAVELLED PORTIONS OF ROADS

Scale: N.T.S.	Approved by: M.P.D.	Date: January 1983
Drawn by: jk		Revised: JULY 2018

ELEVATION & SECTION

SPRIET ASSOCIATES LONDON LIMITED
CONSULTING ENGINEERS ARCHITECTS

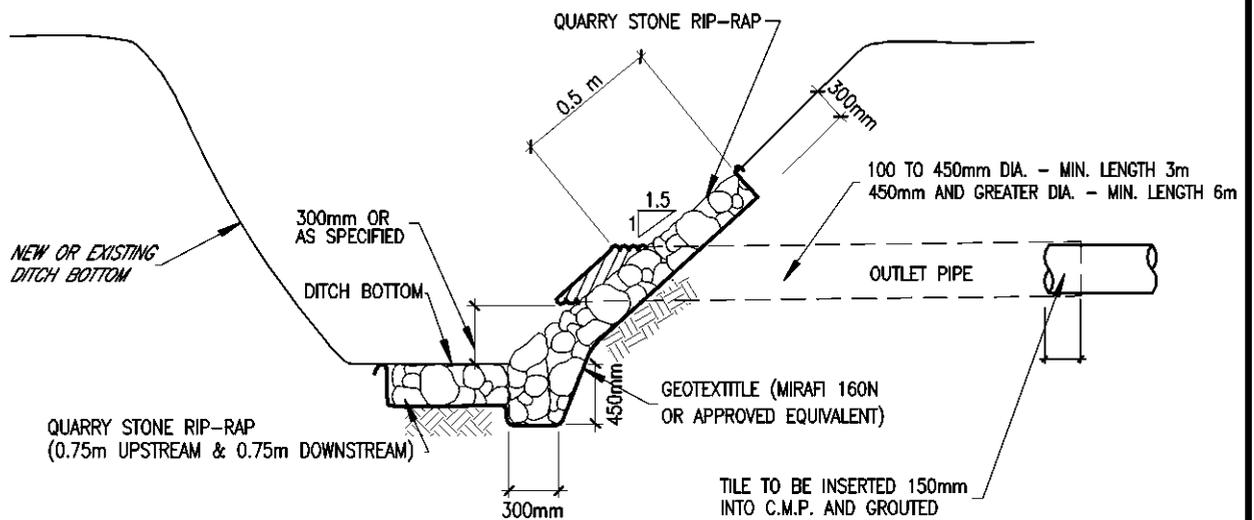
STANDARD
DETAILED
DRAWING
No. 02



PLAN

NOTES

1. WHERE THE DISTURBED AREA EXCEEDS THE MIN. WIDTHS, RIP-RAP TO EXTEND TO A MIN. OF 600mm BEYOND THE DISTURBED AREA



TYPICAL OUTLET RIP-RAP

NOTES

1. RIP-RAP TO EXTEND UP THE SLOPE 0.5 METER ABOVE TOP OF OUTLET
2. WHERE SURFACE RUN ENTERS DITCH AT OUTLET PIPE, A ROCK CHUTE SHALL BE INSTALLED (SEE S.D.D. No. 05) AND PIPE SHALL BE INSTALLED ADJACENT TO ROCK CHUTE.
3. HINGED RODENT GATE TO BE AFFIXED TO END OF OUTLET PIPE.

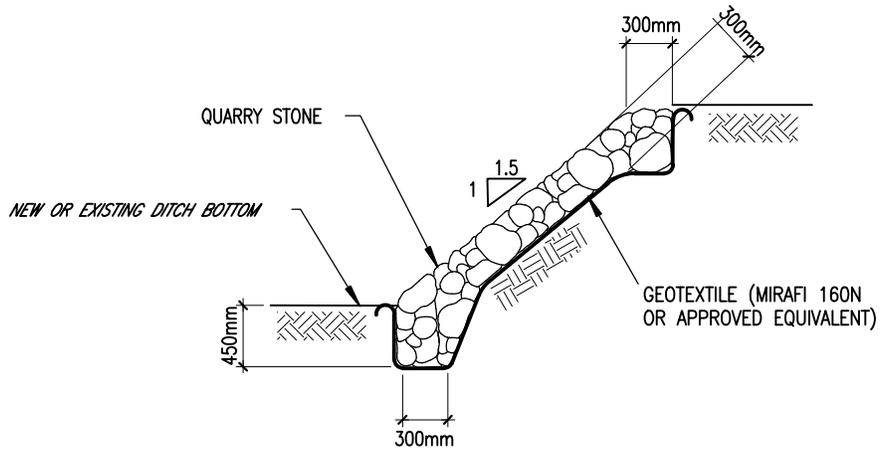
TYPICAL OUTLET RIP-RAP THROUGH SIDE SLOPE OF DITCH

Scale: N.T.S.	Approved by:	Date: November 2000
Drawn by: jk	M.P.D.	Revised: January 2009

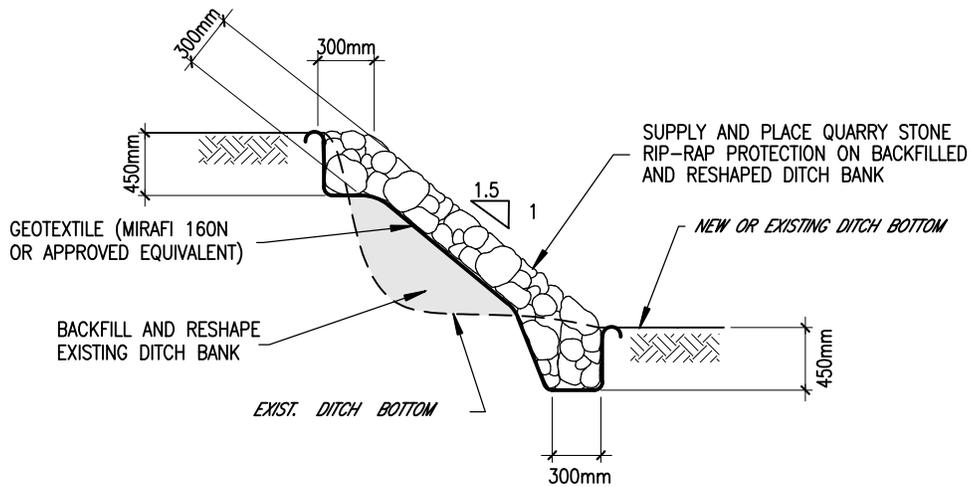
PLAN & SECTION

SPRIET ASSOCIATES LONDON LIMITED
CONSULTING ENGINEERS ARCHITECTS

STANDARD
DETAILED
DRAWING
No. 03



TYPICAL DITCH BANK RIP-RAP



TYPICAL DITCH BANK RIP-RAP WITH BACKFILLING OF WASHOUT

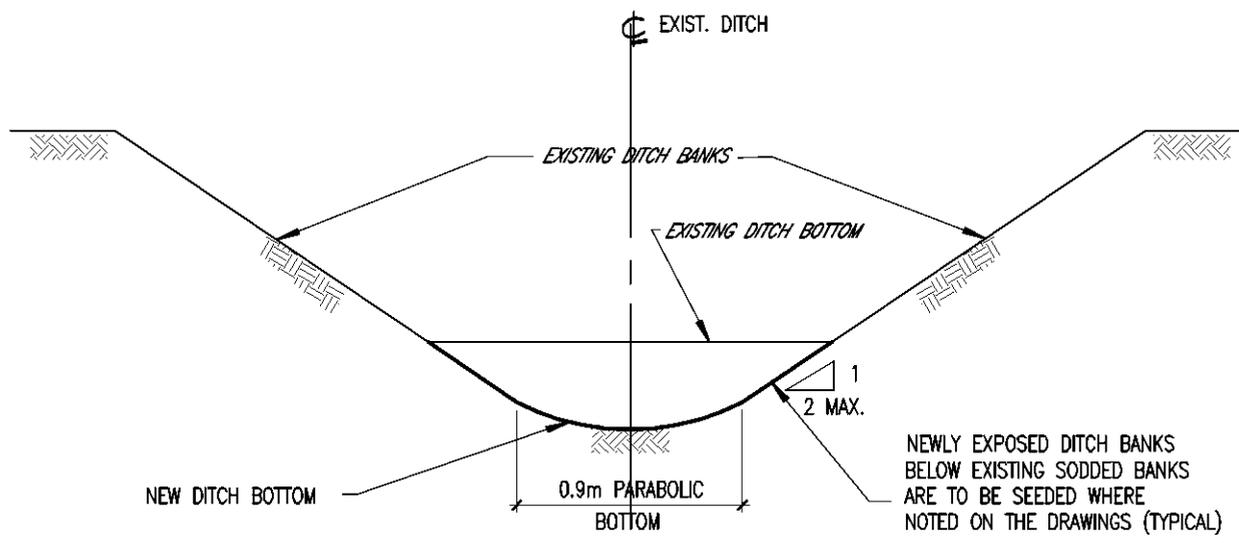
TYPICAL DITCH BANK RIP-RAP DETAILS

Scale: N.T.S.	Approved by:	Date: July 2000
Drawn by: jk	M.P.D.	Revised: November 2000

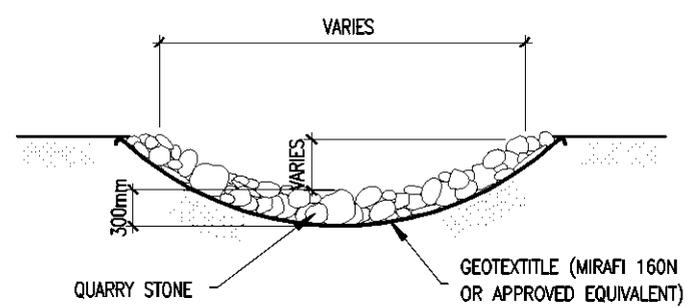
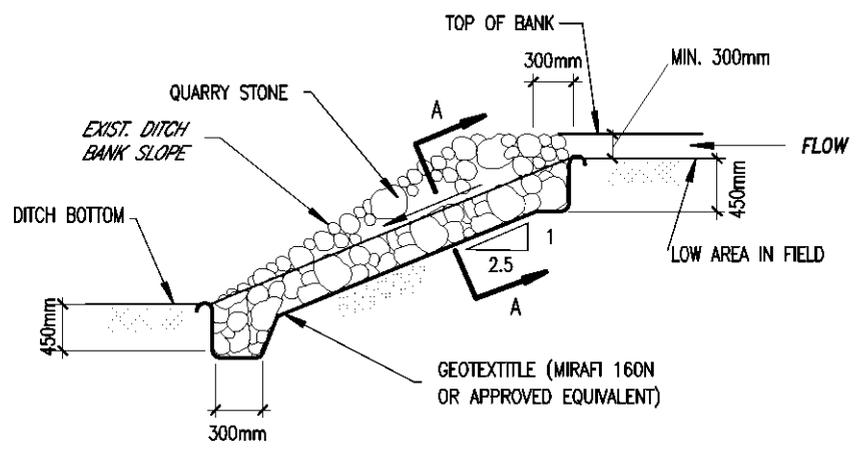
SECTIONS

SPRIET ASSOCIATES LONDON LIMITED
CONSULTING ENGINEERS ARCHITECTS

STANDARD
DETAILED
DRAWING
No. **04**

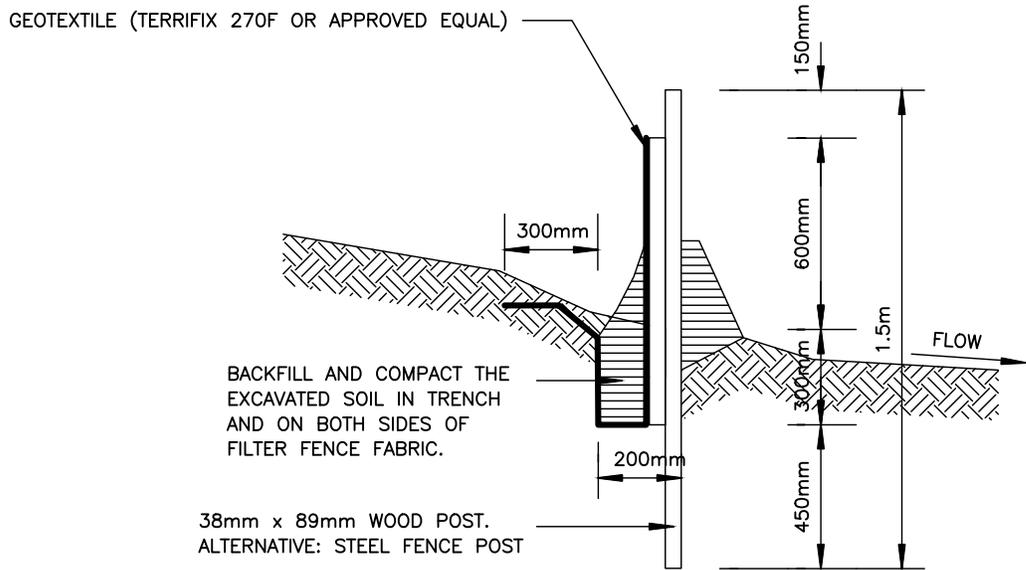
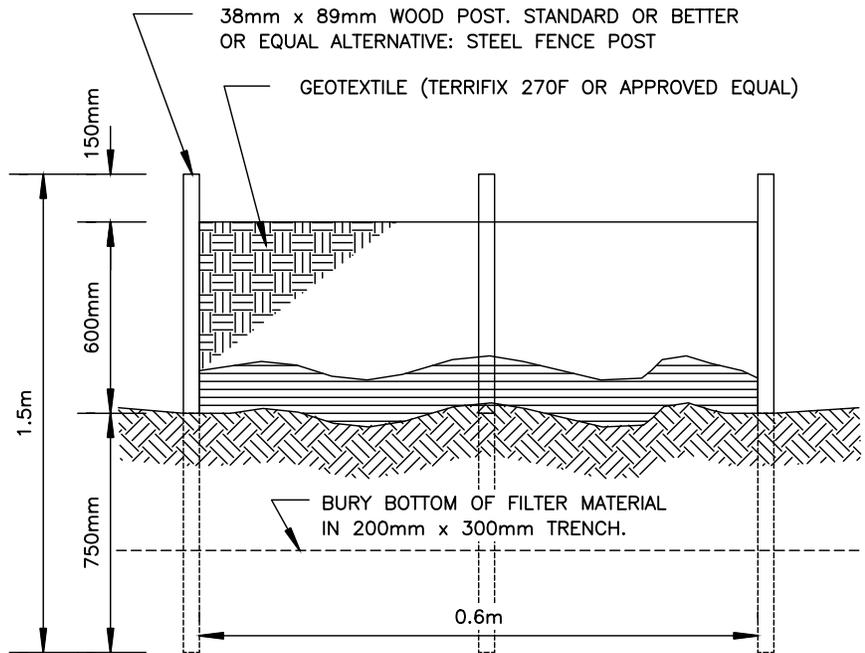


TYPICAL DITCH BOTTOM CLEANOUT



SECTION A-A
TYPICAL ROCK CHUTE

TYPICAL DITCH BOTTOM CLEANOUT TYPICAL ROCK CHUTE CONSTRUCTION		
Scale: N.T.S.	Approved by:	Date: November 2000
Drawn by: jk	M.P.D.	Revised:
SECTIONS		STANDARD DETAILED DRAWING No. 05
 SPRIET ASSOCIATES LONDON LIMITED CONSULTING ENGINEERS ARCHITECTS		



SILT FENCE DETAIL

Scale: N.T.S.

Approved by:

Date: February 2025

Drawn by: TF

M.P.D.

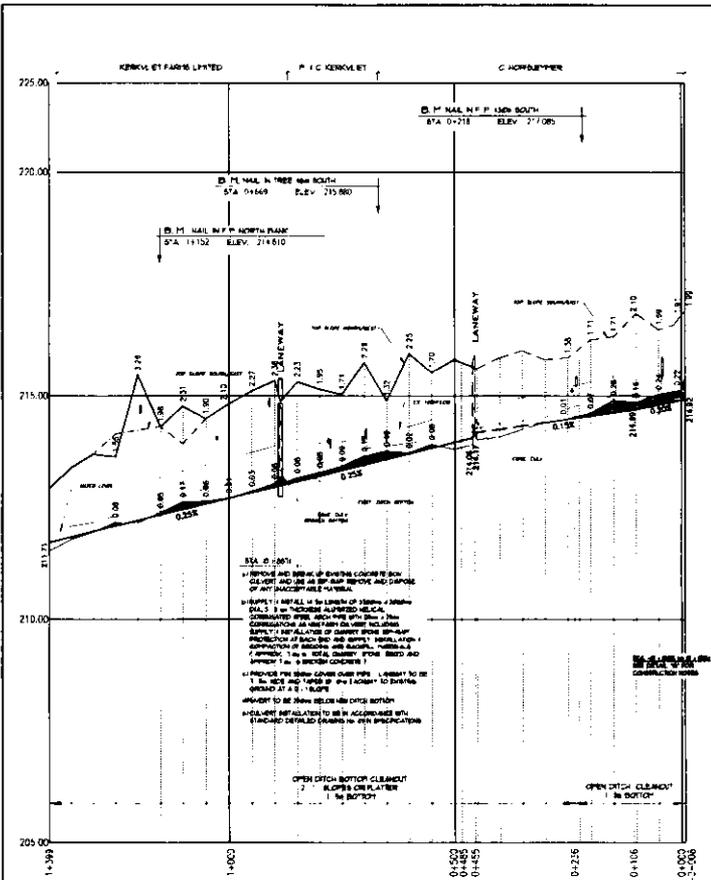
Revised:

SECTION

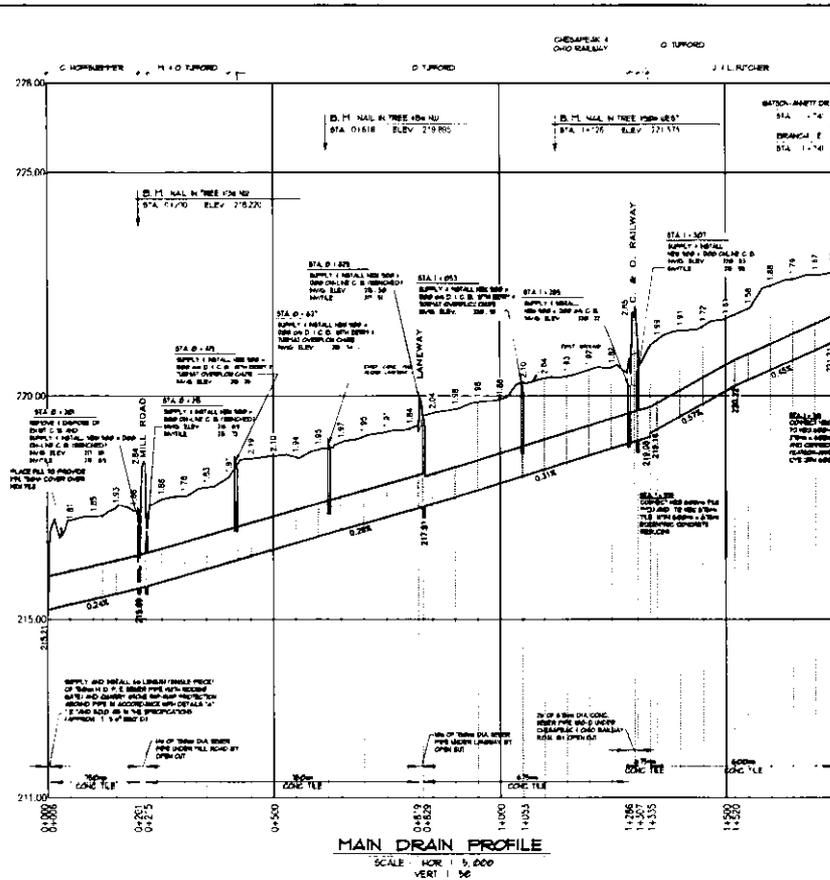
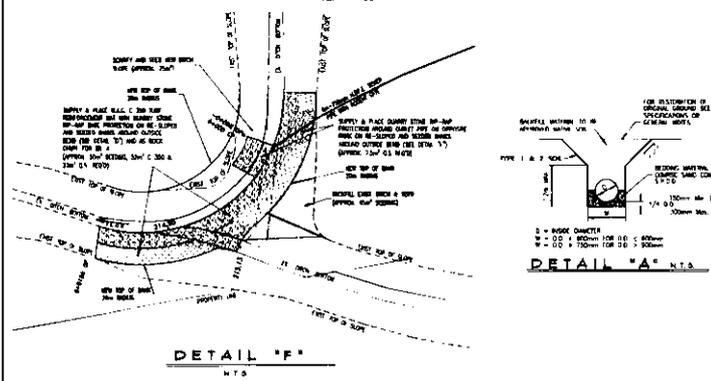


SPRIET ASSOCIATES LONDON LIMITED
CONSULTING ENGINEERS ARCHITECTS

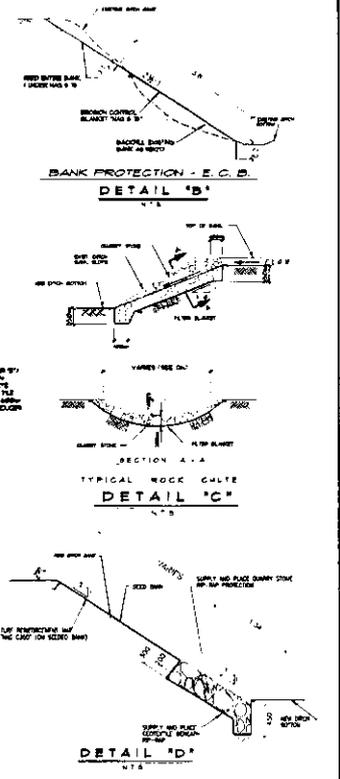
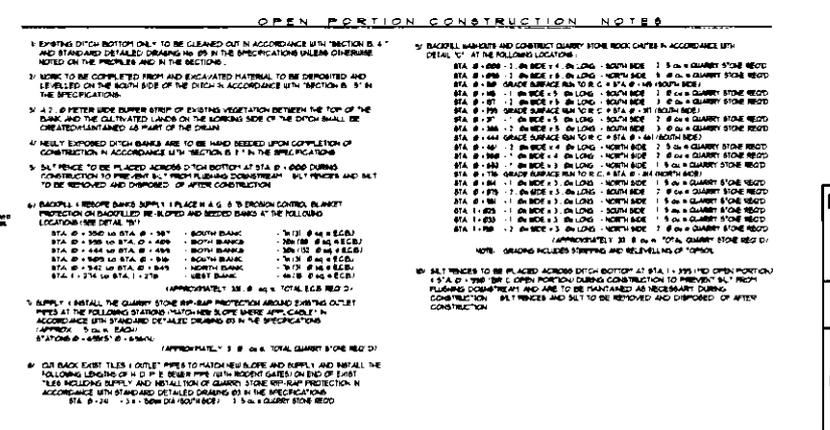
STANDARD
DETAILED
DRAWING
No. 08



MAIN DRAIN - OPEN PORTION PROFILE
SCALE: HOR 1:5,000
VERT 1:50



MAIN DRAIN PROFILE
SCALE: HOR 1:5,000
VERT 1:50

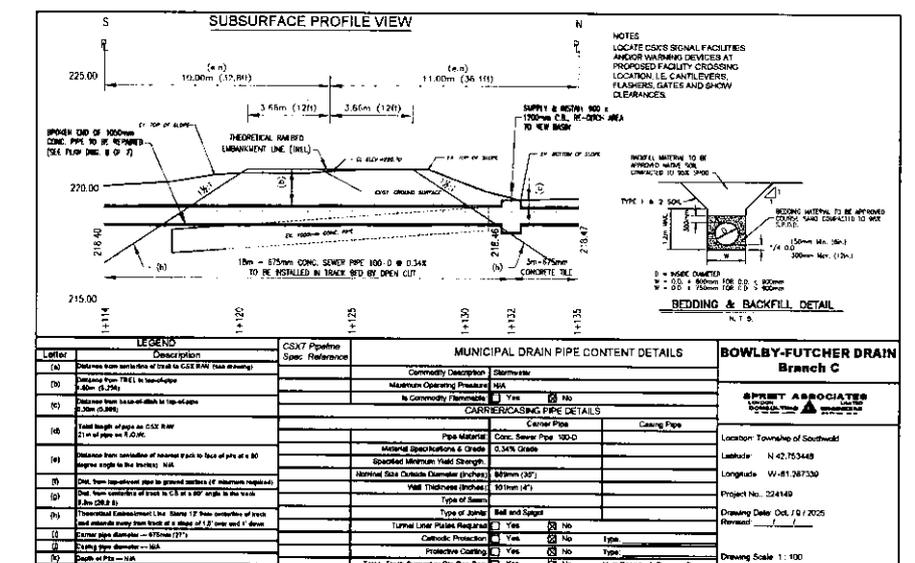
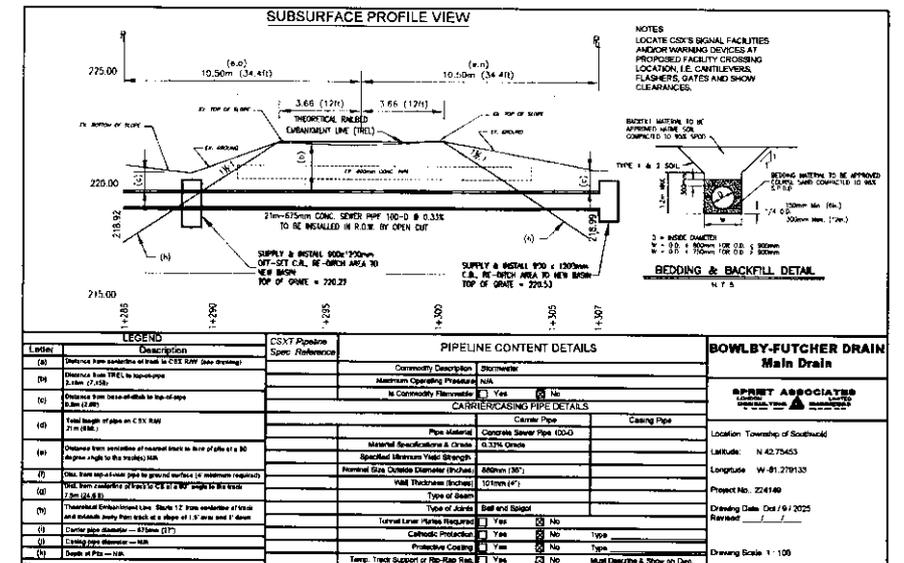
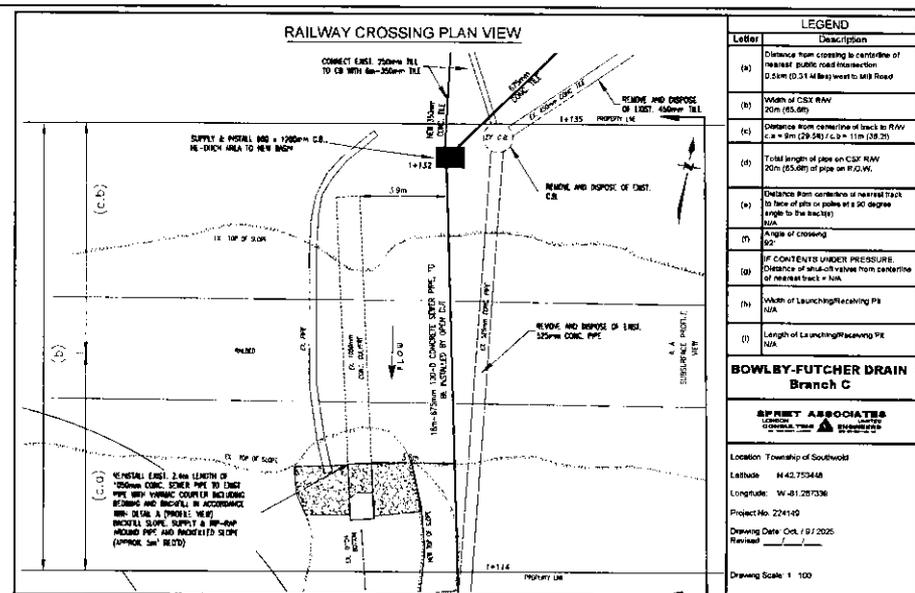
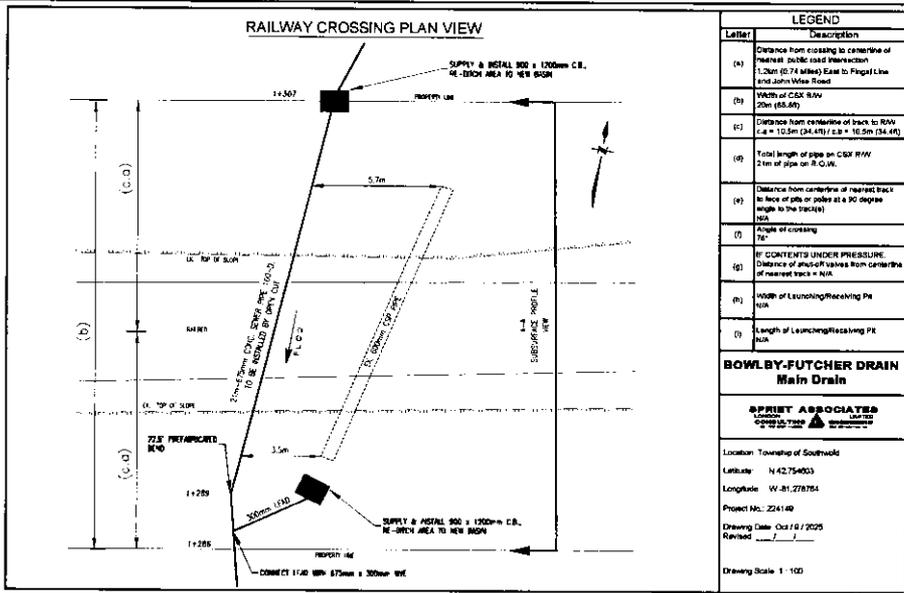


BANK PROTECTION - E.C.B.
DETAIL 'B'
DETAIL 'C'
DETAIL 'D'

BOWLBY-FUTCHER DRAIN 2025
Township of Southwold

Drawn By: T. L. L.	Scale: 1:50	Job No: 22-4143	Sheet No: 2 of 4
Checked By: M. J. M.	Date: 10/10/2025	Client: BENT CLUTTERBUCK	Project: 515-745-2010

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CONSULTING ENGINEERS
LONDON ONTARIO



<p>ALL CONSTRUCTION NOTES</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>NO.</th> <th>DATE</th> <th>BY</th> <th>REVISIONS</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	NO.	DATE	BY	REVISIONS					<p>SPRIET ASSOCIATES LONDON CONSULTING ENGINEERS 158 YORK STREET - GERRYSVILLE (519) 472-4100 ext. 410</p>	<p>ENGR'S Stamp SPRIET ASSOCIATES LONDON CONSULTING ENGINEERS</p>	<p>SCALE: 1 : 100</p>	<p>Township of Southwold</p> <p>BOWLBY-FUTCHER DRAIN 2025</p> <p>C. & O. RAILWAY DETAIL PLANS AND PROFILES</p>	<p>Project No.: 224149 Page No.: 4 of 4 Page Title No.:</p>
NO.	DATE	BY	REVISIONS										



TOWNSHIP OF SOUTHWOLD

Report to Council

MEETING DATE: March 9, 2026

PREPARED BY: Jeff McArthur, Director of Emergency Services/Fire Chief

REPORT NO: FIR 2026-04

SUBJECT MATTER: Activity Report for the Fire Chief, January & February 2026

Recommendation:

1. None – For Council Information.

Purpose:

To update Council on Fire Department Activities for January & February 2026.

Background:

Department updates on activities and meetings since last report:

- a. *Calls for service* – a total of 32 incidents were responded to, including 8 MVCs, 3 fires, a gasoline spill, and automatic aid tanker support.
- b. *Meetings* – Fire Chief attended County Chiefs meetings.
- c. *Inspections* – one inspection was conducted, along with various alarm inspections.
- d. *Public Education* – Winterfest, social media, electronic sign.
- e. *Public Relations* – Fingal Christmas parade, station tours.
- h. *Apparatus & Equipment* – ongoing routine maintenance including apparatus repair

Report on any outstanding items:

- a. The Fire Chief is working with our GIS & Asset Management Coordinator on a solution to outdated mapping issues regarding fire response zones.
- b. The County Fire Chiefs are discussing options regarding Hazardous Materials response agreements, as there are currently no formal agreements within Elgin County.

- c. A Community Risk Assessment (CRA) is underway. A CRA is required under Ontario Regulation 378/18 to be completed every five years for municipalities and fire departments to identify, analyze, and prioritize public safety risks to make informed decisions on fire protection services.

Training Undertaken by Staff:

- a. Department training topics included PTSD Awareness, ladders, driver training, ropes & knots, and vehicle extrication, medical recertification.
- b. Members attended NFPA 1035 Fire & Life Safety Educator and Legislation.
- c. Additional available courses included RIT/Firefighter CPR mutual aid training, suicide awareness for leaders, and virtual reality command/operations.

Capital Project Progress :

2026	Budget	Status/Comments
Shedden 4th Bay	\$175,000	Planning stages, pending final approval.
Shedden Bunker Gear Room	\$32,890	Planning stage, Provincial fire protection grant
2025		
Electronic Sign – New Talbotville Station (2024 allocation)	\$35,000	Planning stage

Financial and Resource Implications:

None.

Strategic Plan Goals:

The above recommendation helps the Township meet the Strategic Plan Goal of:

- Managed Growth
- Welcoming and Supportive Neighbourhoods
- Economic Opportunity
- Fiscal Responsibility and Accountability

Respectfully submitted by:

Jeff McArthur
Director of Emergency Services/Fire
Chief

Approved for submission by:

Jeff Carswell
CAO/Clerk



TOWNSHIP OF SOUTHWOLD

Report to Council

MEETING DATE: March 9, 2025

PREPARED BY: Jeff McArthur, Director of Emergency Services/Fire Chief

REPORT NO: FIR 2026-06

SUBJECT MATTER: 2025 Incident Summary

Recommendation:

1. None – for Council Information.

Purpose:

To provide Council with a summary of the Emergency Incidents that the Fire Department responded to in 2025.

Background:

The year 2025 provided another increase in the number of incidents for the Southwold Fire Department, which highlights the ongoing dedication and commitment of our complement of on-call firefighters.

The Totals by Type report has been included in this report, showing the number of incidents and % of total. Other columns shown on the report are outlined below.

- *Staff Hours:* total on scene firefighter time.
- *Average # of Responding Personnel:* reflects the firefighters who responded to the scene in an apparatus.
- *Average Response Time:* from time of page/incident dispatch to first apparatus on scene.

Additional Response Averages, not captured in the Totals by Type report, are reflected below.

Category	Description	Average Time
Dispatch Time	911 call received, to page	1 minute, 15 seconds
Chute Time	Page, to first apparatus leaving a station	6 minutes, 7 seconds
Total Time	Page, to all apparatus back in service	1 hour, 14 minutes

Year-to-Year Comparison of Total Incidents

2025	281
2024	242
2023	213
2022	224
2021	150

Incidents outside of Southwold

Central Elgin	1
Dutton-Dunwich	6
London	1
Middlesex Centre	1
Oneida	1
St. Thomas	1
West Elgin	2
TOTAL	13

\$ Loss/Saved (estimated)

\$ Loss	\$1,026,000
\$ Saved	\$1,726,250

Appendix A to report 2026-05, provides a list of the types of calls that were done in 2025.

Strategic Plan Goals:

The above recommendation helps the Township meet the Strategic Plan Goal of:

- Managed Growth
- Welcoming and Supportive Neighbourhoods
- Economic Opportunity
- Fiscal Responsibility and Accountability

Respectfully submitted by:

Jeff McArthur
Director of Emergency Services/Fire
Chief

Approved for submission by:

Jeff Carswell
CAO/Clerk



Southwold Township Fire Department

Fire Chief :Jeff McArthur

35663 Fingal Line

Fingal ON N0L 1K0

PH : 519 769-2010 FAX : 519 769-2837

Totals by Type

From Jan 1 25 to Dec 31 25

Response Type	# of Incidents	% of total	Staff Hours	Average # of Responding Personnel	Average Response Time	\$ Loss
01 Fire	13	4.63	686 h 29 m	17.8	11:51	1,026,000
03 NO LOSS OUTDOOR fire (see excl...	4	1.42	47 h 12 m	8.8	12:31	\$ Saved: 1,726,250
21 Overheat (no fire, e.g. engines, me...	6	2.14	37 h 15 m	6.3	10:43	5,000
23 Open air burning/unauthorized cont...	9	3.20	58 h 31 m	6.0	16:01	\$ Saved: 5,000
24 Other Cooking/toasting/smoke/stea...	3	1.07	86 h 11 m	8.3	11:44	
31 Alarm System Equipment - Malfunc...	21	7.47	201 h 24 m	9.9	11:40	
32 Alarm System Equipment - Acciden...	4	1.42	14 h 2 m	4.3	13:18	
34 Human - Perceived Emergency	3	1.07	48 h 26 m	11.3	13:29	
35 Human - Accidental (alarm acciden...	5	1.78	40 h 48 m	9.2	11:53	
36 Authorized controlled burning - com...	5	1.78	6 h 31 m	2.0	13:59	
37 CO false alarm - perceived emerge...	1	0.36	21 h 34 m	19.0	15:53	
38 CO false alarm - equipment malfun...	5	1.78	40 h 19 m	7.4	12:12	
39 Other False Fire Call	1	0.36	25 h 48 m	21.0	11:01	
41 Gas Leak - Natural Gas	1	0.36	10 h 40 m	11.0	08:57	
42 Gas Leak - Propane	1	0.36	11 h 24 m	9.0	14:14	
49 Ruptured Water, Steam Pipe	1	0.36	8 h 24 m	9.0	10:08	
50 Power Lines Down, or Arcing	2	0.71	26 h 28 m	11.5	10:09	
53 CO incident, CO present (exc false ...	1	0.36	13 h 52 m	8.0	15:22	
58 Public Hazard call false alarm	1	0.36	7 h 30 m	9.0	08:15	
61 Vehicle Extrication	5	1.78	104 h 41 m	11.8	08:11	
62 Vehicle Collision	46	16.37	483 h 5 m	9.1	10:27	
66 Persons Trapped in Elevator	1	0.36	7 h 53 m	11.0	05:10	
698 Rescue no action required	4	1.42	3 h 22 m	1.5	11:21	
69 Other Rescue	1	0.36	43 h 6 m	17.0	15:14	
702 CPR administered	2	0.71	11 h 53 m	7.0	09:01	
71 Asphyxia, Respiratory Condition	18	6.41	53 h 50 m	4.3	10:53	
76 Chest pains or suspected heart att...	29	10.32	83 h 19 m	4.4	09:09	
82 Burns	1	0.36	4 h 12 m	6.0	11:47	
84 Medical Aid Not Required on Arrival	2	0.71	2 h 20 m	4.0	07:40	
86 Alcohol or drug related	3	1.07	14 h 15 m	5.7	14:17	
88 Accident or illness related - cuts, fr...	13	4.63	54 h 3 m	4.8	11:31	
898 Medical/resuscitator call no action r...	29	10.32	49 h 9 m	3.4	09:41	
89 Other Medical/Resuscitator Call	16	5.69	57 h 15 m	4.6	09:07	
910 Assisting Other FD: Mutual Aid	9	3.20	193 h 47 m	5.1	15:15	
912 Assisting Other FD: Fire Protection ...	1	0.36	7 h 14 m	3.0	16:01	
96 Call cancelled on route	11	3.91	5 h 1 m	0.6		

Southwold Township Fire Department

Totals by Type From Jan 1 25 to Dec 31 25

Response Type	# of Incidents	% of total	Staff Hours	Average # of Responding Personnel	Average Response Time	\$ Loss
97 Incident not found	3	1.07	1 h 4 m	1.3	15:53	
Total Number of Responses	281		2,572 h 17 m	6.8	11:04	1,031,000
					\$\$ Saved:	1,731,250



TOWNSHIP OF SOUTHWOLD

Report to Council

MEETING DATE: March 9, 2026

PREPARED BY: Corey Pemberton Director of Building and Community Services

REPORT NO: CBO 2026-07

SUBJECT MATTER: CBO Activity Report – February 2026

Recommendation:

1. None – For Council Information.

Purpose:

The update Council on monthly activities since last report

Background:

1. 2023/2025/2026 Capital Project Process:

2023		
Projects	Budget	Status/Comment
Parks		
Corsley Park parking lot widening	\$10,000.00	
Dog waste bins and signage	\$2000.00	
Park benches	\$16,000.00	Ongoing
2025		
Township Office		
Security Upgrades	\$40,000	Quote received installation pending
Parks/Facilities		
Walking trails conversion to concrete	\$5,000.00	
Parks and Trails Master Plan – funded through Green Lane Community Trust Fund	\$47,600.00	In Progress
2026		
Parks/Facilities		
Corsley Park Sanitary Connection	\$50,000.00	

Medical Centre Sanitary connection/Parking lot	\$90,000.00	
Building		
Truck replacement	\$70,000.00	
Admin Building		
General Up keep	\$30,000.00	
Front Counter Upgrades	\$25,000.00	

Comments/Analysis Building:

Appendix A attached to report CBO 2026-07 is the permit comparison report.

Strategic Plan Goals:

The above recommendation helps the Township meet the Strategic Plan Goal of:

- Managed Growth
- Welcoming and Supportive Neighbourhoods
- Economic Opportunity
- Fiscal Responsibility and Accountability

Respectfully submitted by:

Corey Pemberton,
 Director of Building and Community
 Services

Approved for submission by:

Jeff Carswell
 CAO/Clerk

Appendix A to CBO 2026-07

				Township of Southwold			
				Permit Comparison Summary			
				Issued For Period January- February 2026			
Current Year to Date 2026				Previous Year to Date 2025			
PERMIT CATEGORY	PERMIT COUNT	FEE	COST OF CONSTRUCTION	PERMIT CATEGORY	PERMIT COUNT	FEE	COST OF CONSTRUCTION
Accessory structures	4	1,435	125,000	Accessory structures			
Agricultural	3	5,082	611,000	Agricultural			
Change of Use				Change of Use			
Commercial				Commercial			
Demolition	6	1,580	213,224	Demolition			
Heating				Heating			
Industrial Building	1	21,900	1,800,000	Industrial Building	3	1,520	349,999
institutional Building				institutional Building			
Miscellaneous				Miscellaneous			
Plumbing	2	360	16,000	Plumbing	2	450	9,500
Pools				Pools		675	
Residential Building	3	8,235	1,868,000	Residential Building	4	8,985	2,213,600
Sewage System	2	1,740	45,000	Sewage system	2	1,000	43,000
Signs				Signs	1	150	5,000
Combined Use				Combined Use			
TOTAL	21	40,332	4,678,224	TOTAL	12	12,780	2,621,099

Current Year				Previous Year			
TOTAL PERMIT ISSUED		21			12		
TOTAL DWELLING UNITS CREATED		3			2		
TOTAL PERMIT VALUE		4,678,224			2,621,099		
TOTAL PERMIT FEE		40,332			12,780		
TOTAL INSPECTION COMPLETED(YTD)		138			153		

February 2025 Compared to February 2026							
Current Year				Previous Year			
	PERMIT COUNT	FEE	COST OF CONSTRUCTION		PERMIT COUNT	FEE	COST OF CONSTRUCTION
Accessory structures	1	380	48,000	Accessory structures			
Agricultural	3	5,081	611,000	Agricultural			
Change of Use				Change of Use			
Commercial				Commercial			
Demolition	2	860	20,000	Demolition			
Heating				Heating			
Industrial Building				Industrial Building	1	150	10,000
institutional Building				institutional Building			
Miscellaneous				Miscellaneous			
Plumbing				Plumbing		300	
Pools				Pools			
Residential Building	2	7,984	1,850,000	Residential Building	1	5,725	150,000
Sewage System	2	1,160	45,000	Sewage System		1,000	
Signs				Signs			
Combine Use				Combined Use			
TOTAL	10	15,465	2,574,000	TOTAL	2	7,175	160,000



TOWNSHIP OF SOUTHWOLD

Report to Council

MEETING DATE: March 9, 2026

PREPARED BY: Cassandra Loewen Public Works Superintendent
Brent Clutterbuck, Drainage Superintendent
Mike Taylor, Manager of Environmental Services
Aaron VanOorspronk, Director of Infrastructure and Development Services

REPORT NO: IDS 2026-06

SUBJECT MATTER: Activity Report for Infrastructure and Development Services (IDS) – February 2026

Recommendation:

1. None – For Council Information.

Purpose:

The purpose of the report is to update Council on the Infrastructure and Development Services team activities for February 2026.

Development:

- Union Road Sanitary Sewers – deficiencies addressed within the sewer system expect permit connections by mid-March.
- North Shedden Sanitary Sewers and Pumping Station – construction to start week of March 2, 2026, emergency bypass connection has been approved connecting John Street to John Street N to allow buses and emergency vehicles to bypass the site efficiently.
- Fingal Pumping Station and Forcemain – gravity sewer work has progressed to Union Road, work on the pump station site will consist of some clean up until summer to complete the station.
- Fingal Reconstruction – Working through utility relocations throughout the job, Enbridge should be finishing up first week of March. Work progresses on Union Road with gravity sewer making the turn out of the Pump Station heading north on Union Road.
- Shedden Wastewater Treatment Plant (WWTP) – site servicing works to resume in March, the general contractor continues to work on the headworks building.

- Parks and Trails Master Plan – the final parks and Trails master plan is before Council tonight for adoption.
- Sustained efforts in assisting developments progress through planning approvals and detailed design.
- Moving forward with policy planning projects such as the fee review and zoning bylaw update
- Biweekly meetings for active construction projects in Fingal, and Shedden, significant time is spent to coordinate these works.
- Ongoing work to support the successful grant applications, tracking spending, work progress, and consultation with Indigenous communities.
- Continued work on the updated asset management plan. Now adopted.
- Attended 33 different meetings to advance capital projects, planning and development applications, strategic initiatives and daily operations.



Total list of active subdivision/site plan files is shown below:

<u>Development Files</u>	<u>New this Month</u>	<u>Stage of Development Process</u>	<u>Settlement Area</u>
Talbotville Meadows Phase 1		Residential build out	Talbotville
The Clearing		Working towards assumption	Talbotville
Enclave Phase 1		Residential build out almost complete, working towards request for assumption	Talbotville
Florence Court		Residential build out, working towards request for assumption	Ferndale
Talbotville Meadows Phase 2	Awaiting documentation to issue preliminary acceptance	Working towards preliminary acceptance	Talbotville
40134 Talbot Line		Site plan agreement	Talbotville
McBain Line		Draft plan, working towards engineering submission	Ferndale
35743 Horton Street (Stoss)	Received additional submissions for detailed design, pre-servicing work well underway, addressing is completed for Phase 1.	Detailed Design, Pre-Servicing	Shedden
4509 Union Road (Turville)		Working towards registration of subdivision	North Port Stanley
8068 Union Road		Studies, preparing for draft plan submission	Fingal
10247 Talbotville Gore Road		Studies, preparing for site plan	Talbotville

Talbotville Meadows Blocks 177	Pump Station Commissioning is planned for early March	Construction	Talbotville
Talbotville Meadows Blocks 178		Pre-Consultation	Talbotville
4324 Thomas Road	Agreement and Plan Registered	Registered Lots, residential build-out	North Port Stanley
7882 Union Road		Pre-Consultation	Fingal
11085 Sunset Road		Pre-Consultation	Talbotville
35556 Fingal Line		Background information	Fingal
9925 Union Road		Draft Plan Submission	Shedden
Teetzel Development	Zoning Approved in February	Draft Plan Submission	Shedden
8115 Union Road		Consultation	Fingal
35866 Rose Ave	Complete Pre-Con for DPA, Consent Application Received, Zoning Application Received	Planning Approvals	Shedden
11432 Sunset Road	Zoning Approved in February, SPA expected immediately following Zoning Clearance.	Planning Approvals	Talbotville
36391 Talbot Line		Construction	Shedden
7985 Church Street		Pre-Consultation	Fingal
11405 Wonderland Road		Site Plan Approval	Talbotville



Infrastructure:**a) Water and Sanitary:**

- Staff attending ongoing bi-weekly construction meetings for Shedden WWTP project.
- Staff attending bi-weekly construction meetings with Bre-X, Dillon, Elgin County, and AECOM for Fingal construction project.
- Several watermain commissioning plans reviewed and approved for various construction activities.
- Hydrant ordered for replacement of old one on sunset road.
- 71 locates were completed for various contractors and landowners in January. 156 locates received for 2026. 65% increase year over year.
- 3 meters replaced in February. (Meter replacements are generally due to customer driven complaints or meters have failed to register a reading.) 6 meters replaced to date for 2026.
- Supporting MTO for relocating North Star water service off the St. Thomas Secondary and on the Southwold Distribution System. Forms part of greater MTO by-pass construction project.
- Supporting MTO and Parsons for MTO Highway 3 By-pass. Work has commenced, (drawing review, attending meetings, watermain commissioning for Sunset). Watermain has been replaced on Sunset to Clinton Line but hasn't been switched over from the old main to new.
- Watermain construction activities commenced on Mill Park Road in Fingal. Section of watermain on Millpark commissioned and online.
- Monthly urban meter readings completed for February.
- Talbotville WWTP: old membrane cassette filters removed, and membrane train prepared for new Zeeweed filters. Installation date scheduled for week of March 23rd.

b) Roads and Bridges:

- Hazardous trees and branches are being trimmed/removed throughout the township based on severity.
- Signs continue to be replaced throughout the township.
- Winter operations are starting to wind down – trucks were out salting/sanding and plowing numerous times this past month still.
- New Public Works building – working on getting moved over as weather and time permits. Tools and smaller equipment are being moved into the new shop. Shelving is on order to assist in better organizing municipal signage, tools and equipment.
- The Roads Department responded to 20 Service Requests, 13 of which have been completed or were closed upon first contact, the remainder are either waiting on parts/materials, or improved weather conditions (mailbox replacements/sidewalk sod damage).
- 1 summer student is returning for the 2026 season, and another position was posted for from February 13th to the 27th, with interviews to follow shortly. We received 14 applications.
- Supply & Place for Granular Material Tender is currently posted on Bids & Tenders, closing on March 13th. The Municipality of Central Elgin is coordinating the Surface Treatment Tender, and the County of Elgin is coordinating the Crack Seal Tender.

2026 Capital Project Summary:

2026	Budget	Actual	Status/Comment
Water and Sewer			
Shedden Wastewater Treatment Plant	\$25 million		Construction Underway
Talbotville Wastewater Servicing			Successful Grant Application \$24 million in grant funding secured
South Shedden Sanitary Sewers	\$3,663,048.41		Major Works complete for 2025, surface asphalt and associated works Spring 2026
North Shedden Sanitary Sewers	\$5,364,151.12		Expected Construction Start March 2026
Fingal Reconstruction	\$10,850,690.68		Construction Underway
Fingal Pumping Station and Forcemain	\$3,814,971.76		Construction Underway
Roads			
Thomas Road Construction	\$2,060,000		Awarded, Construction Start Spring 2026.
Grand Canyon Road – Micro Surface	\$25,000		
Mill Road – Single Surface Treatment and Spot Repair	\$260,000		
Second Line – Structural Repairs and Single Surface Treatment	\$150,000 (Edge Repairs incld.)		
Scotch Line – Structural Repairs and Single Surface Treatment	\$132,000		
Parsons Road Rehabilitation	\$429,000		

Paynes Mills Road Rehabilitation	\$260,000		
Bridges/Culverts			
Scotch Line Culvert Replacement	\$450,000		Tender Feb. 2026
Lyle Bridge Rehabilitation	\$200,000		Tender Feb. 2026

c) Drainage:

Drains Before Council:

- **Bowlby Futcher Drain (2024)** Council to receive the report tonight. If you decide to proceed then the meeting to Consider the Report will be March 23, 2026

Construction:

- **Edison Drain (2024)** tenders will be posted, with construction hopefully later this year
- **Ryan Drain (Sept 19):** Received a certificate from the Engineer. I have asked a few questions of the engineer and once answered adequately Council will finally pass the by-law

With the Engineer:

- **Best Drain (2024)** We will be digging along Scotch Line at Fingal Line to confirm if a drain was constructed in the intersection by the County during reconstruction. A follow up meeting with landowners will be held to discuss options that they requested investigated.
- **Jones Drain (2024)** a meeting to review the proposal of the engineer was held January 22nd
- **Horton Drain (2025):** onsite meeting has been held, engineer is compiling information
- **Gold Seal Drain (2025)** on site meeting March 19, 2026
- **Fingal Drain (2025)** on site meeting to be arranged

- **Fowler Drain(2026):** Council has received the request to improve, Engineer to be appointed after time period specified in Section 78(2) have passed
- **Burwell Drain (2026):** on site meeting was held January 22nd
- **Third Line – Magdala Drain (formerly Con 3, Lot 5 Drain): (June 12):** Council returned to Engineer.
- **Bogart Drain Ext. (Dec 15):** The proponent has asked that this drain be put on hold for the time being.
- **Maintenance:** Work being assigned to contractors as requests coming in. Drainage Superintendent has been out in the field looking at maintenance requests, reviewing contractor work and fielding landowner questions. A contractor has brushed sections of the Fowler Drain, Hagert Drain and the Cole Drain, Brushing and a bottom cleanout has been completed on the Smith Drain

Conference/Training:

Grant Applications:

2026 Capital Project Process:	
Edison Drain 2025	18,891.00
Bowlby Futcher Drain	65,501.00

Financial and Resource Implications:

None.

Strategic Plan Goals:

The above recommendation helps the Township meet the Strategic Plan Goal of:

- Managed Growth
- Welcoming and Supportive Neighbourhoods
- Economic Opportunity
- Fiscal Responsibility and Accountability

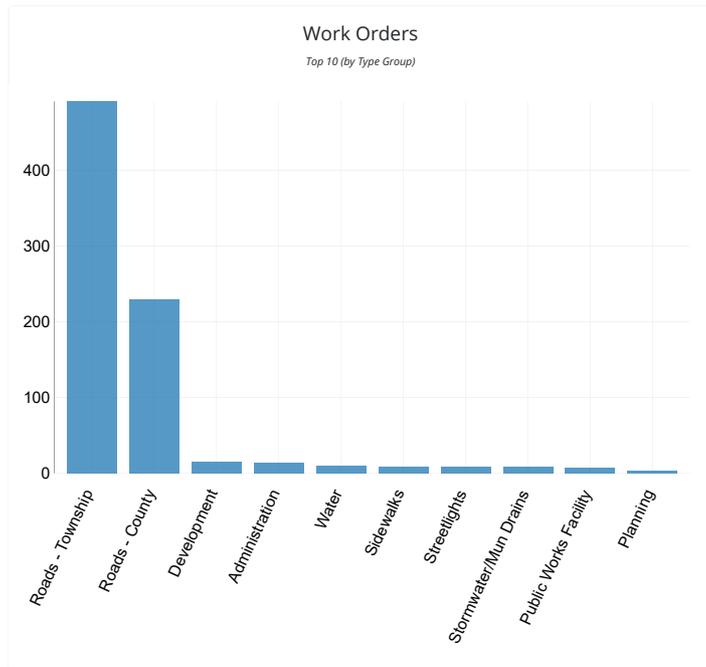
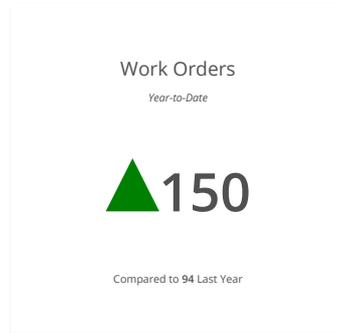
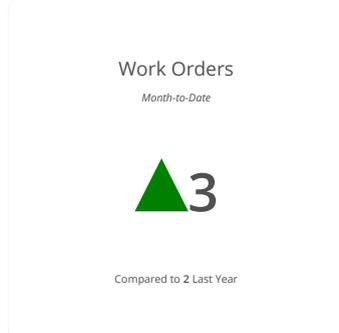
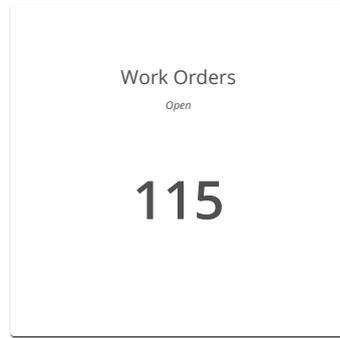
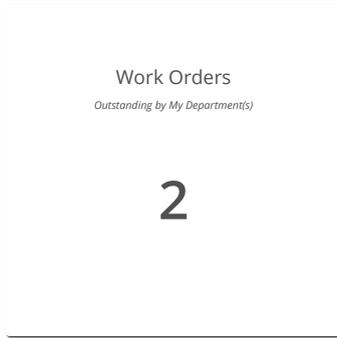
Respectfully submitted by:

Infrastructure and Development
Services Team

Approved for submission by:

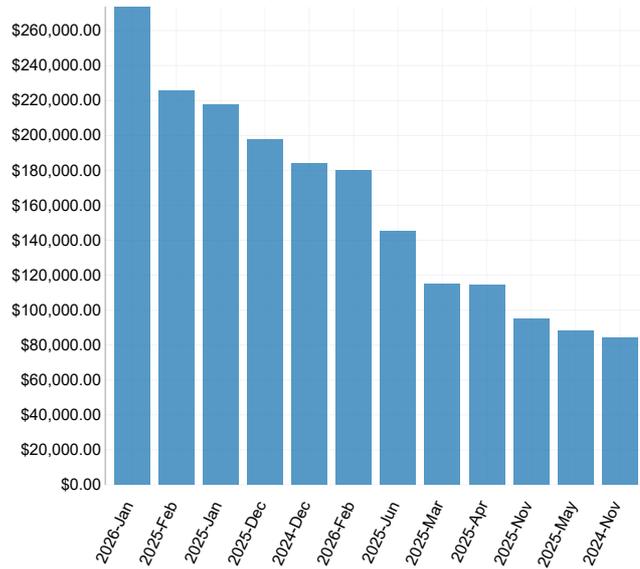
Jeff Carswell
CAO/Clerk

Work Orders



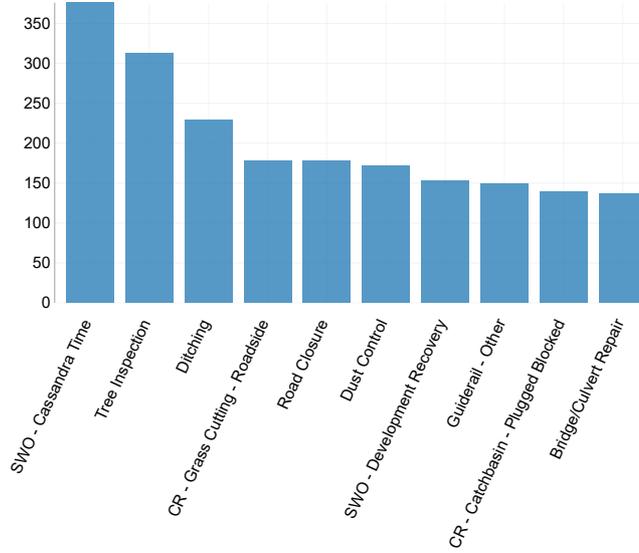
Work Orders Total Cost

Per Month



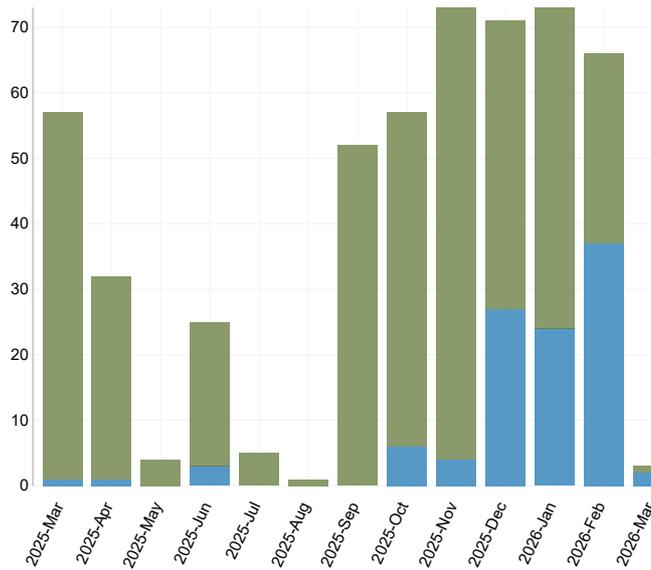
Completion Time

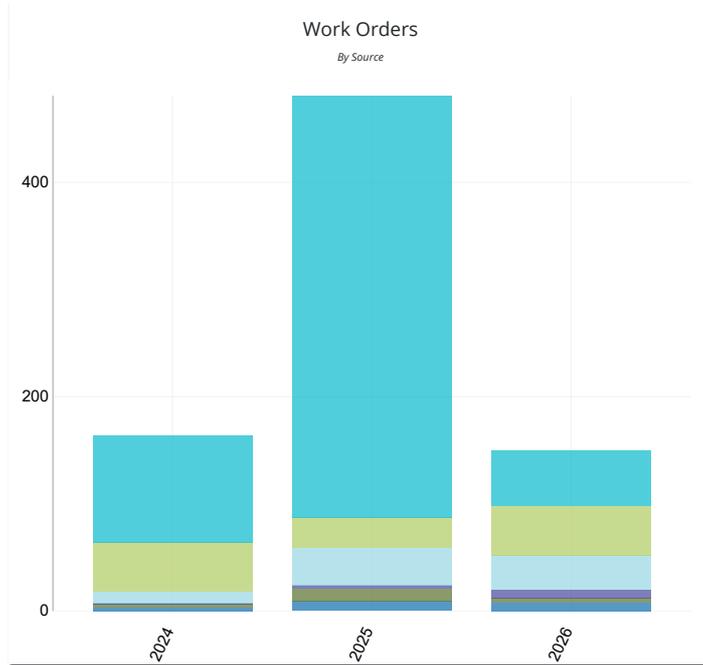
Days Per Type (average)



Work Orders

Completed Vs. Outstanding





Service Requests



Service Requests
Total

554

Service Requests
Open

83

Service Requests
Average Approval Days

6

Service Requests
Average Completion Days

40

Service Requests
Resolved

439

All service requests with closed or dismissed status

Service Requests
Month-to-Date

▲ 4

Compared to 4 Last Year

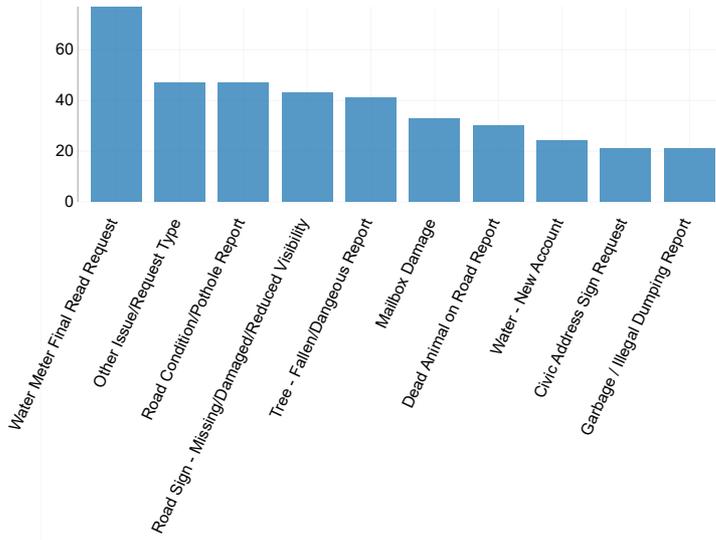
Service Requests
Year-to-Date

▲ 74

Compared to 66 Last Year

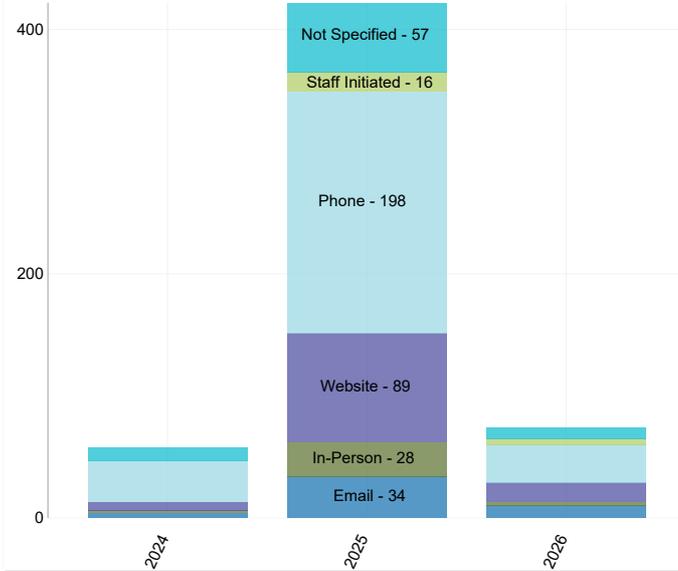
Service Requests

Top 10 (by Type)



Service Requests

By Source





TOWNSHIP OF SOUTHWOLD

Report to Council

MEETING DATE: March 9, 2026

PREPARED BY: Aaron Van Oorspronk, Director of Infrastructure and Development.

REPORT NO: IDS 2026-07

SUBJECT MATTER: Recommended Planning Fees

Recommendations:

1. That Council approve and adopt the recommended planning fees as outlined in Appendix "A"
2. That Council pass Bylaw No. 2026-19 being an amendment to By-Law No. 2025-30

Purpose:

This report recommends updates to the Township's Planning Fees to improve cost recovery, align fees with neighbouring municipalities, and ensure equitable, scalable application processing. A review of actual costs and comparator municipalities indicates that several fees are under-recovering costs. Recommended changes include tiered fee structures, elimination of redundant agreement fees, and increases to selected applications.

Background:

The Township of Southwold endeavours to provide planning services at no or minimal cost to the taxpayer aiming to ensure that growth pays for growth. These fees require periodic review to ensure that the Township is collecting enough fee revenue to offset the costs to deliver those services. Staff have identified the following fees within the current User Fee Bylaw for Review:

Application/Service	Fee
Planning and Development Agreement -Administration Fee (PA)	\$1,000
Minor Variance Applications (MVA)	\$900
Official Plan Amendment Application (OPA)	\$1,750
Zoning Bylaw Amendment Application (ZBA)	\$1,350

Combined Application Official Plan Amendment and Zoning Bylaw Amendment (OPZBA)	\$2,000
Pre-Consultation Meeting (First Meeting is Free) (Pre-Con)	\$200
Severance/Consent Agreement (CA)	\$500
Site Plan Application (SPA)	\$1,000
Site Plan Agreement (SPAg)	\$1,000
Plans of Subdivision/Plan of Condominium Application (PSub)	\$2,000
Consent Applications (SEV)	\$575

Comment/Analysis:

To ensure that recommendations regarding planning fee adjustments are well-founded, staff conducted a comprehensive review of the costs associated with processing planning applications received by the Township over the past two years. Additionally, for application types with few or no submissions during this period, costs were benchmarked against those charged by neighbouring municipalities to provide a broader context for comparison.

Application Type	Southwold Fee	Avg. Actual Costs (based on Invoices)	Central Elgin Fee	Middlesex Centre Fee	St. Thomas Fee
PA	\$1,000		\$2,215 +\$43/lot Process and Reg. +\$801.75 Legal Registration	\$1,000	\$500
MVA	\$900	\$1,551.56	\$553.75	\$1,300	-
OPA	\$1750		\$3,120	\$4,320	\$3,000
ZBA	\$1350	\$849.61 - \$2,077.40	\$830.50	\$3,300	\$3,000
OPZBA	\$2000		\$4,180.00	-	\$4,500
Pre-Con	\$200	\$240.91	\$240-\$320	\$300 ¹	\$250
CA	\$500		*	-	-
SPA	\$1000		\$2,560	\$2,000	\$4,300
SPAg	\$1000		*	*	*
PSub	\$2,000		\$7,440	\$4,825	\$12,000

					+\$100/lot +\$2,000 Legal Fee
SEV	\$575	\$1058	\$2160	\$1,900	-

* Contained in the parent fee/not identified in the fee bylaw

¹Deducted from subsequent application fee

Following a comprehensive review of neighbouring municipalities’ by-laws, consultations with municipal staff, and an examination of relevant planning fee review reports, staff offer the following comments and recommendations regarding the applications and associated fees. These recommended adjustments are designed to ensure that the costs related to planning-driven growth are appropriately allocated to applicants, rather than being subsidized by taxpayers, in alignment with the Township’s growth management objectives.

Planning and Development Agreement – Administrative Fee:

- This fee is currently applicable to several applications that typically require agreements.
- Municipalities allocate this cost in varying ways; however, all appear to implement mechanisms aimed at ensuring fairness and scalability relative to the application's size.
- It is recommended that this fee be discontinued as an independent charge.
- Instead, it should be integrated into the application fees relevant to its scope.

Minor Variances:

- There is considerable variability in the actual costs associated with each application, depending on its specific nature.
- Significant efficiencies could be achieved by delegating authority to approve Non-Contentious Minor Variances to the Director of Infrastructure or the Director of Planning at the County of Elgin.
- It is recommended that such approval authority be delegated to the appropriate staff member through a follow-up report and a corresponding bylaw amendment.
- Any delegation would remain subject to Council-approved criteria and would be implemented via a separate bylaw amendment to ensure transparency and consistency.

- A tiered Minor Variance Application (MVA) Fee structure is recommended, distinguishing between Simple Minor Variances (e.g., reduced setback, lot coverage adjustment) and those requiring additional reporting or study reviews.

Official Plan Amendment:

- Southwold has not undertaken or completed an Official Plan Amendment in recent years; as a result, the fee assessment relies primarily on the rates and documentation provided by neighbouring municipalities.
- There is a potential risk of undercharging should an application be submitted.
- It is recommended to align fees with those set by neighbouring municipalities, such as St. Thomas and Central Elgin.

Zoning Bylaw Amendment:

- Similar to Minor Variances, these applications were observed to have notable cost differences, primarily attributed to those associated with excess farm dwelling severance and standard Zoning By-law Amendment (ZBA) applications.
- It is recommended to implement a tiered fee structure.
- The application fee for an excess farm dwelling severance may be set at \$900, while all other ZBA applications would be subject to a fee of \$2,250.

Combined OP and Zoning Bylaw Amendment:

- The current fee appears to be insufficient, and the Township lacks recent application data to justify a revision.
- To mitigate potential risk associated with future applications, referencing fees from neighbouring municipalities is advantageous.
- It is recommended to align our fees with those of neighbouring jurisdictions while preserving a discount for joint applications.

Pre-Consultation Fee:

- It is recommended to promote pre-application consultations with the Township to clarify proponents' intentions and provide informed guidance for their submissions.
- This practice supports the submission of complete applications and facilitates timely processing.
- It is advisable to continue offering the initial consultation at no charge.
- Consider setting the fee for any subsequent consultations at \$250.

Consent Agreement:

- Current structure appears to recover costs associated with the work involved for these agreements, limited data to support a change
- Recommend that the current fee is maintained

Site Plan Application & Site Plan Agreement:

- The current process maintains a separation between the Agreement and the Plan Application.
- The present fee structure incorporates both a flat fee and recovery of actual costs incurred during review to achieve full cost recovery.
- The implementation of work order software has contributed significantly to the success of this approach thus far.
- It is recommended that the Agreement Fee be eliminated and integrated into the application fee, while maintaining the existing overall fee structure.

Plan of Subdivision:

- As there are currently no completed subdivisions to accurately assess planning costs, referencing the practices of neighboring municipalities is advisable.
- It is recommended that the agreement fee be incorporated into the overall planning application fee.
- It is further suggested to retain the existing fee structure in addition to a policy of actual review cost recovery.

Consent/Severance:

- Fee collected is no longer representative of the incurred costs, or comparable to neighbouring municipalities
- Recommendation to adjust the fee to reflect actual costs.

Staff Review of Green Initiative Projects:

- Recommend elimination of this fee and use the site plan process in its place

Financial and Resource Implications:

Following a thorough review and analysis, staff recommend revising the User Fee Bylaw as detailed in Appendix "A" of this report. The proposed amendments to the fee schedule are intended to ensure that planning costs remain competitive with those of neighbouring municipalities, while also striving to provide a cost-neutral planning service for the Township. Although the number of applications may fluctuate annually, these recommended fee adjustments are anticipated to enhance overall cost recovery and reduce the Township's dependence on tax-supported planning resources.

Strategic Plan Goals:

The above recommendation helps the Township meet the Strategic Plan Goal of:

- Managed Growth
- Welcoming and Supportive Neighbourhoods
- Economic Opportunity
- Fiscal Responsibility and Accountability

Respectfully submitted by:

Aaron VanOorspronk, LET.
Director of Infrastructure and
Development Services

Approved for submission by:

Jeff Carswell
CAO/Clerk

Department	Category	Sub Category	Item	Current Fee (2024)	Last Approval	User Fee	Change	Staff Comments/Notes for 2026
Infrastructure & Development	Planning	All Agreements	Amendment to Planning and Development Agreements (Severance, Site Plan, Subdivision, Condominium) - Administration Fee	\$500.00		\$500.00	No Change	
Infrastructure & Development	Planning	Cash-in-Lieu	Cash-in-Lieu of Parkland Fee - Residential Severance	\$1,750.00	2022-61	\$1,750.00	No Change	
Infrastructure & Development	Planning	Cash-in-Lieu	Cash-in-Lieu of Parkland Fee - All Subdivision of Land except Residential Severances (subdivisions/condominiums)	Industrial/Commercial Purposes - 2% of land value 5% land value All other purposes (Residential) - 5% of land value	2022-61	Industrial/Commercial Purposes - 2% of land value 5% land value All other purposes (Residential) - 5% of land value	No Change	
Infrastructure & Development	Planning	Cash-in-Lieu	Cash-in-Lieu of Parkland Fee - Lot Line Adjustments	\$0.00	2019-26	\$0.00	No Change	
Infrastructure & Development	Planning	Comment/Letter	Staff review of Green Initiatives construction projects	\$1,000.00	2019-26	\$1,000.00	No Change	Eliminate and use Site Plan Control
Infrastructure & Development	Planning	Comment/Letter	Telecommunications Towers	\$500.00		\$500.00	No Change	
Infrastructure & Development	Planning	Cost Recovery	In-house review of Development Proposals	Actual Staff Costs(Wage&OH) plus 15% Administration Fee to a max. of \$1,000 for Admin Fee		Actual Staff Costs(Wage&OH) plus 15% Administration Fee to a max. of \$1,000 for Admin Fee	No Change	
Infrastructure & Development	Planning	Cost Recovery	External review of Development Proposals (Engineering, Legal, Planning, other consultants)	Actual Costs plus 15% Administration Fee to a max. of \$1,000 for Admin Fee		Actual Costs plus 15% Administration Fee to a max. of \$1,000 for Admin Fee	No Change	
Infrastructure & Development	Planning	Development Agreement	Planning and Development Agreement— Administration Fee	\$1,000.00	2019-26	\$1,000.00	No Change	Eliminate and fold into applications that require and agreement
Infrastructure & Development	Planning	Minor Variance	Minor Variance Application (section 45(1) to 45(3) of the Planning Act) - Simple	\$900.00	2023-20	\$900.00	No Change	
Infrastructure & Development	Planning	Minor Variance	Minor Variance Application (section 45(1) to 45(3) of the Planning Act) - Requiring External Studies/Review			\$1,500.00	Change	Introduce for Minor Variances requiring increased effort

Department	Category	Sub Category	Item	Current Fee (2024)	Last Approval	User Fee	Change	Staff Comments/Notes for 2026
Infrastructure & Development	Planning	Official Plan	Official Plan Amendment Application (includes planning report)	\$1,750.00	2023-20	\$3,000.00	Change	Adjust to be comparative to neighbouring municipalities
Infrastructure & Development	Planning	Official Plan/Zoning	Combined application to amend the Official Plan and Zoning By-law in respect of the same lands (includes planning reports)	\$2,000.00	2019-26	\$4,500.00	Change	Adjust to be comparative to neighbouring municipalities
Infrastructure & Development	Planning	Other	Pre-consultation meeting with Planner (non-refundable) and only charged after 2nd meeting	\$200.00	2019-26	\$250.00	Change	Adjust to reflect actual costs
Infrastructure & Development	Planning	Other	Any legal or consulting fees over and above established rates will be added to all planning fees.		2019-26		No Change	
Infrastructure & Development	Planning	Part Lot Control	Application for Part Lot Control	\$800.00	2023-20	\$800.00	No Change	
Infrastructure & Development	Planning	Severance	Application for Consent/Severance/Validation of Title (Sections 53 and 57 of the Planning Act)	\$575.00	2023-20	\$1,100.00	Change	Adjust to reflect actual costs
Infrastructure & Development	Planning	Severance	Severance Agreement - Administration Fee - First agreement	\$500.00	2019-26	\$500.00	No Change	
Infrastructure & Development	Planning	Severance	Severance Agreement - each additional lot that was part of the original severance	\$0.00	2019-26	\$0.00	No Change	
Infrastructure & Development	Planning	Site Plan	Site Plan Application	\$1,000.00	2019-26	\$2,000.00	Change	Amend to incorporate Agreement Administration Fee
Infrastructure & Development	Planning	Site Plan	Site Plan Agreement - Administration Fee	\$1,000.00	2019-26	\$1,000.00	No Change	Eliminate and fold into the Site Plan Application
Infrastructure & Development	Planning	Subdivision/Condominium	Plans of Subdivision/Plans of Condominium Application	\$2,000.00	2019-26	\$3,000.00	Change	Amend to incorporate Agreement Administration Fee
Infrastructure & Development	Planning	Zoning	Zoning By-law Amendment Application (includes planning report) - Relating to an Excess Farm Dwelling Severance	\$1,350.00	2023-20	\$900.00	Change	Reduce for Excess Farm Dwellings Specifically
Infrastructure & Development	Planning	Zoning	Zoning By-law Amendment Application (includes planning report) - All Others			\$2,250.00	Change	Adjust to match actual costs
Infrastructure & Development	Planning	Zoning	Temporary Use By-law (section 39 and 39.1 of the Planning Act)	\$1,125.00	2023-20	\$1,125.00	No Change	
Infrastructure & Development	Planning	Zoning	Temporary Use By-law - Refundable Deposit	\$5,000.00		\$5,000.00	No Change	



TOWNSHIP OF SOUTHWOLD

Report to Council

MEETING DATE: March 9, 2026

PREPARED BY: Aaron Van Oorspronk, Director of Infrastructure and Development Services

REPORT NO: IDS 2026-08

SUBJECT MATTER: Parks and Recreational Trails Master Plan

Recommendation:

1. That Council adopt the Township of Southwold Parks and Recreational Trails Master Plan dated February 2026 prepared by pl.ural.

Purpose:

The purpose of this report is to seek Council's approval for the adoption of the Township of Southwold Parks and Recreational Trails and Master Plan. This plan is intended to guide the future development, enhancement, and management of the Township's parks and recreational trail systems, ensuring they meet community needs and support a high quality of life for residents now and in the years to come.

Background:

A comprehensive Parks and Recreational Trails Master Plan provides significant benefits to the Township by establishing a coordinated framework for the long-term development, enhancement, and stewardship of local parks and trail systems. The decision to undertake this project arose from a recognized need to ensure that these community amenities continue to meet evolving resident needs, especially as residential development progresses. The plan and the facilities that result support healthy lifestyles and contribute to the Township's overall quality of life. Initiated in early 2025, the planning process was guided by robust public and stakeholder consultation, including input from municipal staff, Council, the Lower Thames Valley Conservation Authority, user groups, and volunteers. A draft version of the Master Plan was presented to Council as a delegation at its regular meeting on September 22, 2025, inviting further comment and review. Feedback received from Council and other commenting agents was subsequently provided to the consultant for incorporation, ensuring that the final plan is responsive, inclusive, and reflective of community priorities.

Comment/Analysis:

The final version of the Parks and Recreational Trails Master Plan was submitted by the consultant on 2026-02-22. Township staff conducted a comprehensive review of the document, ensuring that all requested amendments and feedback from Council and stakeholders were thoroughly addressed and integrated into the final plan. Staff are satisfied that the plan is responsive to community input and aligns with the Township's objectives for park and trail development. Accordingly, staff recommend that Council formally adopt the Master Plan as presented. Following adoption, the plan will be made publicly available on the Township's official website, providing residents, stakeholders, and interested parties with convenient access. Additionally, the adopted plan will serve as an authoritative guide for future parks and recreation initiatives, supporting informed decision-making and the continued enhancement of local amenities.

Financial and Resource Implications:

This plan does not entail any direct or immediate financial impacts; rather, it will serve as a guiding framework for future decisions related to Parks, Recreational Facilities, and Trails as Council evaluates capital projects, development initiatives, strategies, and more. The report includes capital plans with cost estimates in 2025 dollars, prepared in accordance with the recommendations of the Master Plan. Implementation of these projects and their respective timelines are contingent upon individual Council approvals, typically addressed during annual budget reviews.

Strategic Plan Goals:

The above recommendation helps the Township meet the Strategic Plan Goal of:

- Managed Growth
- Welcoming and Supportive Neighbourhoods
- Economic Opportunity
- Fiscal Responsibility and Accountability

Respectfully submitted by:

Aaron VanOorspronk, LET.
Director of Infrastructure and
Development Services

Approved for submission by:

Jeff Carswell
CAO/Clerk



Township of Southwold Parks and Recreational Trails Master Plan



Final Report

Last Revised: February 2026

Township of Southwold Parks and Recreational Trails Master Plan

Prepared for:



Township of Southwold:

Municipal Team:

Aaron VanOorspronk, Director of Infrastructure & Development Services

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1.0 Overview & Summary

1.1 Understanding the Master Plan

1.1.1 A Set of Strategies

It is a common belief that a township anticipating a magnitude of change to its parks and recreational trail system over the next few decades requires a master plan, to shape that change so that constituent projects work together to form a cohesive whole. While popular, it is a common misunderstanding that it is desirable and somehow possible to firmly fix the shape of years, likely decades, of future upgrades and development through a single plan. Plans that try to predefine the future in this way tend to present more rigidity of the constituent projects (and its community members) and often, many of these projects are abandoned. This leads to an opposite feeling about master plans — that they should be as vague as possible to allow for future flexibility, minimize constraints on township and community advisory committees and councils, and allow park and recreational trail planning creativity to flourish.

The Township of Southwold Parks and Recreational Trails Master Plan take neither of the above approaches. Its central theme is that the Township parks and recreational trail network is greater than its parts, and that the whole can be beneficially designed, or at least directed, but not in the same way that other elements (e.g., community facilities, buildings, etc.) are designed. It must be sufficiently flexible to respond to its own evolution. The Master Plan, is therefore in essence, a set of strategies, that will last well into time, and that are clearly definitive as to intent but not to final form.

1.1.2 Implementation through Communal and Constituent Projects

The Township parks and recreational trail network is made up of two types of projects: the communal and the constituent. Communal projects are what might be referred to as ‘public works’. They deal with linkages, frameworks, management, and supporting services. Constituent projects are those undertaken by various Township departments, focus groups, and support groups — recreation and sport, environmental consideration, economic development. They meet their

own private needs, but they should also address public needs — through design and implementation in alignment with strategies outlined in 4.0 Planning Strategies on page 33 of this report.

1.1.3 Reinforcing the Best, Repairing the Rest

The Master Plan is founded on existing conditions and an evolving context — a result of development history, physical relationships with neighbouring properties, natural features, changing climate, and the spirit of the place.

A significant portion of the Master Plan is a reaffirmation of strengths, an attempt to enhance existing infrastructure, policy and procedure, or to repair unsatisfactory aspects of the Township parks and recreational trail system. With unique natural heritage, diverse user groups, strong community connection to the land, parks, and trails themselves, there is ample potential awaiting action.

A smaller percentage of the Master Plan deals with new ideas, understanding that making a whole and resilient Township parks and recreational trail system is a bigger idea than trying to be new.

1.1.4 A Commitment

Pursuit of this initiative — creation, adoption, and action upon the Master Plan — exemplifies a commitment by the Township of Southwold to establishing and maintaining sustainable parks and recreational trail planning, development and management practices moving forward. Furthermore, it acknowledges that the Township parks and trails network is, and will continue to be, an important part of the fabric of the community — supporting healthy active lifestyles, community connections, access to nature, and strengthening community identity.

1.2 Summary of Planning Strategies

More detail on each strategy is provided in 4.0 Planning Strategies on page 33 of this report.

1.2.1 Environmental Quality

Quality, Permanence & Economy

The Township will be committed to quality, permanence, and life-cycle economy in all its park and trail development, maintenance, and renewal projects. All design and product decisions will be based on life-cycle as well as first capital costs.

Environmental Responsibility & Stewardship

Parks and trails are sought after by residents and visitors alike, as a means to access, explore, and connect with nature. The Township should provide community leadership in responsible and effective environmental action through mindful park and trail development (i.e., design, alignment, construction, renewal, etc.) and community outreach.

The Spirit of the Place

The design of new projects should embrace the character of the area, which is fundamental to the established image of the community. Moving forward, consistency will be paramount — contributing to a strong, authentic sense of place, that welcomes residents and visitors alike.

A Network Approach

A township's parks and recreational trails network is more than a collection of properties, segments, and/or the sum of those parts — it is a system. The Township must consider how decisions may impact the network, and the communities it services, as a whole.

Trail Safety & Risk Management

The Township must strive to establish and maintain safe park and recreational trail environments, to welcome residents and visitors alike. To ensure a safe trail network, the Township must identify an accepted level of risk, produce documents, policies, and procedures, and act upon them.

Respecting Neighbours

The Township will seek to maintain positive relationships with park and trail neighbours by identifying and addressing common issues, seeking appropriate permissions, and mitigating the impact of park and recreational trail use, activity and development on adjacent land uses.

1.2.2 Project Design

Preserve the Best, Repair the Rest

Projects will be identified to preserve park and trail assets, favour the repair of problem sites, and avoid compromising good quality structures, buildings, and landscapes.

Designing Safe Spaces

Landscapes, built forms, furnishings, fixtures, and lighting throughout township parks and trail environments must be designed and managed to promote personal safety.

Accessibility, Barrier Free Environments

The Township recognizes that persons with disabilities should be provided with an equal opportunity to access goods, services and information in a manner consistent with the principles of independence, dignity, integration and equality.

Trail Ownership & Alignment

The Township will ensure that existing township trails and new trail development occurs within the limits of township-owned parcels or right-of-ways, or upon a registered easement(s).

Trail Classification & Standards

The Township will establish, adopt, and comply with a defined trail standard, demonstrating proper due diligence, ensuring thorough inspection and maintenance, and informing future trail construction.

Trail Design, Managed & Designed Use

With such diversity in terms of trail use, the Township should adopt the concept of managed and designed use, an industry best practice, to inform trail management and design parameters.

Trail Management

The Township will employ a hybrid approach to trail management, relying on qualified township staff and professional trail contractors, to conduct regular trail inspection, assessment, monitoring and maintenance.

Constituent and Communal Needs

Generally, projects should focus on the communal needs of the community as a whole; even projects established to meet the needs of a particular user group will contribute to the communal needs of the community, accordingly.

1.2.3 Identity and Movement

Entry, Orientation and Wayfinding

The Township will seek ways to give the township parks and recreational trail network a stronger sense of identity, well-defined entrances, and an easy sense of orientation.

Pedestrian Circulation

Pedestrian zones — paths, walkways, trails, open spaces that facilitate movement — are defining features of parks. They should be strategically positioned and expanded upon through the realignment and retrofitting of vehicular thoroughfares that can be made secondary to pedestrian movement.

Pedestrian Trail Crossings

The Township will ensure that pedestrian crossings are situated and outfitted appropriately, to enhance safety for trail users and motorists alike.

Bicycles

The increased use of bicycles, both for access to and for moving around township parks, will be encouraged and accommodated in future development.

Parking

The Township will adopt a two-pronged approach to parking: reduce demand for parking through establishing community connections, and advocate for parking within comfortable walking distance to trailheads, supporting facilities, and amenities.

Underground Utilities

The Township will plan ahead to ensure necessary upgrades to underground utilities are made before, or during, park development projects to avoid costly duplications and extended site disruptions.

Lighting

Exterior lighting will increase user safety and comfort, and subtly reveal the character of parks at night.

Site Furnishings

The Township intends to develop an economical and comprehensive system of visually coordinated and comfortable outdoor furnishings. Durability in function and attractive appearance under low maintenance conditions are essential.

1.2.4 Implementation

Plan Continuity

The Parks and Recreational Trails Master Plan will be promoted and be approved as Township policy and maintained as an effective development directive through continuity of responsibility, consistent application, and regular updating and review.

Project Design Checklist

Designers (i.e., landscape architects, planners, engineers, etc.) of projects throughout the township parks and recreational trails network must respond to specific criteria — encompassing themes such as site use and organization, local context, local climate, circulation and barrier free access, public safety, and more — and present evidence as to how they have been addressed at each major step of the design process.

Campaign Establishment

Campaigns should be established to raise awareness and funds for major park and recreational trail planning, construction, and redevelopment projects.

2.0 Foundations

2.1 Introduction

2.1.1 Origin

In 2024, The Township of Southwold identified a need for a Parks and Recreational Trails Master Plan. In a dynamic period of growth, marked by an increasing population and evolving community needs, the Master Plan will help the Township work towards their vision to create a connected, inclusive, and healthy community through quality investments in municipal parks and recreational trails. Without a formal plan to direct actions and projects related to parks and recreational trail infrastructure, the Township saw a need for a long-range vision.

If you don't know where you want to go, you will never get there.

In working with Township Council and Staff, regulatory agencies, and community interest-holders, the Master Plan would need to establish a long-range vision and offer recommendations for how the Township should respond to development pressures. Ultimately, a tool used by the Township's Infrastructure and Development Department, Building and Community Services Department, Public Works, and Administration and Finance, among others, the Master Plan would support staff in determining how to allocate resources while preparing their annual budget.

2.1.2 Role & Scope

The Southwold Parks and Recreational Trails Master Plan is aimed at ensuring that the physical environment, both built and natural, meets the needs and aspirations of its inhabitants and the community around it, and enables Township goals and decisions to be realized.

The Master Plan will be the vehicle for implementing new development and renovation projects, and for maintaining and preserving existing facilities and infrastructure. It will also provide a means for articulating a common purpose, and for communicating it to the Township and the community at large.

The form of a township-wide parks and recreational trail network cannot be determined by a single designer, or even by a single team, as is the

case when designing a building, civic space, or other identifiable project. A comprehensive parks and recreational trail network is a family of projects and therefore a fixed blueprint representing a construction scenario at a single point in time is inappropriate. The Master Plan must be firm about the essentials, but flexible about the details, particularly those which can only be defined by future project programs developed to meet the needs which cannot at present be foreseen except in broad outline.

Communal Action

The Master Plan directs action so that the physical environment suits the community's needs, meets Township goals, and is a joy to be a part of. Its existence and content demonstrates commitment to establishing and maintaining parks and multi-use recreational trails while protecting and preserving the surrounding natural environment for years to come.

Community Plan

Southwold is host to a community of permanent homeowners, second-homeowners, seasonal residents, repeat long-term visitors, and more. An important component in the development of the Master Plan is public engagement that permits the community to shape the Master Plan, ensuring a realistic vision and appropriate recommendations are realized.

Plan Interaction

The Master Plan is one piece of a planning process. In response to evolving needs and growth, the Township has updated and added to its roster of planning documents in recent years. Adopted planning documentation includes, but is not limited to:

- Township of Southwold Official Plan (Township of Southwold, 2021).
- Township of Southwold Asset Management Plan (Township of Southwold, 2022)
- Township of Southwold Strategic Plan, Implementation Plan (Township of Southwold, 2023)

While each document focuses on a different topic, they are highly interdependent. The decisions of one exercise influence, and/or respond to the conclusions of another, as they are developed and implemented.

Fiscal Reality

In order to be successfully implemented, the Master Plan needs to consider current fiscal realities. The Master Plan is a vision, but not a fantasy. It sets realistic policies that can be achieved over time through creative implementation practices and sound long-term planning.

Principal Audiences

The Master Plan is targeted towards two principal audiences, the first being the Township of Southwold, represented by Township Council, Township Staff, and residents alike. The Township is meant to use the Plan as a manual for the physical development and management of Township parks, recreational trails and supporting infrastructure.

Included in this target audience is the Township's Infrastructure and Development Department, Building and Community Services Department, Public Works, and Administration and Finance, among others in the Township who participate in initiating, guiding and executing projects.

The second principal audience is comprised of the various partners that help to fund and support, or cooperate with the Township. This may include, but is not limited to, the Provincial and Federal Governments, First Nations, corporations, and friends. The Master Plan illustrates the Township's intentions and provides guidance for regulation and funding actions.

Strategies

The Master Plan does not describe future built or landscape projects in great detail. Instead, it contains a set of planning strategies that define intent, but not final form. The planning strategies guide physical change to ensure that general objectives are met but are flexible enough to accommodate specific needs as they arise in the future.

Demonstrations included in this plan only illustrate one of several possible ways the planning strategies might be implemented.

Reinforce & Repair

The Master Plan identifies strengths — existing infrastructure and landscapes which make Southwold a special place. Likewise, the Master Plan identifies areas that detract, and could benefit from improvement. It is understood that much of the existing park and recreational trail

infrastructure has been incrementally developed over time — though well intentioned, often in an ad hoc manner. The Master Plan seeks to preserve and enhance the positive aspects, while repairing the challenging aspects of the Township parks and recreational trail network.

Planning Horizons

The Master Plan is projected into two planning horizons, to respond to the diminishing clarity of more distant futures.

The Short Range Horizon represents a vision of a desirable and reasonable foreseeable future. It is based on current goals and aspirations, and on existing constraints and opportunities. The short range framework is firmly based on present realities, but extended far enough into the future to provide a comprehensive context for upcoming planning decisions (up to 10 years).

The Long Range Horizon suggests a future based on goals and growth expectations, which can be articulated only in general terms. The thrust of this horizon is to identify options for future development and suggest measures for their protection beyond the 10 year period.

Primacy of Parks & Recreational Trails

The role of parks and recreational trails in the community is not expected to diminish in the foreseeable future. They will need to accommodate residents, their guests, and visitors alike, facilitate an abundance of recreation opportunities, and host an array of events.

2.2 Context

The Township of Southwold is a municipality within Elgin County, located on the north shore of Lake Erie. The municipality was incorporated in 1852 and is made up of the following communities: Fingal, Iona, Iona Station, Paynes Mills, Shedden, and Talbotville.

The Township of Southwold is a vibrant, safe, and growing rural community recognized for its high quality of life and economic opportunity, with a rich history of pioneering development, growth, and the preservation of heritage buildings in its villages and hamlets.



Figure 1: Southwold Context Map, Adapted from Google Earth

2.3 Framework

The Parks and Recreational Trails Master Plan is subject to regulations as outlined by the Township of Southwold, Elgin County, and the Province of Ontario. Documents outlining this framework include:

- Township of Southwold Official Plan, 2021
- Elgin County Official Plan, 2015
- Elgin County Joint Multi-Year Accessibility Plan, 2021-2026
- Accessibility for Ontarians with Disabilities Act, 2005

Other Guidance & Advocacy

There are several other documents pertinent to the parks and recreational trails master planning process in Southwold, including, but not limited to:

- Township of Southwold Strategic Plan. Implementation Plan, 2023
- Township of Southwold Asset Management Plan, 2022
- Corporation of the Township of Southwold Parks Strategic Plan, 2014

National Frameworks

Guiding documents for public recreation in Canada have also been referenced throughout, including:

- A Framework for Recreation in Canada: Reflecting the Current Context, 2025
- A Framework for Recreation in Canada: Pathways to Wellbeing, 2015

2.4 Demographic Profile

2.4.1 Population

According to Statistics Canada (2023), the permanent population of Southwold in 2021 was 4,851 — 9.7 percent higher than the population recorded in 2016. This population growth was significant, exceeding provincial population growth (i.e., 5.8 percent) during this period.

According to Watson & Associates Economists Ltd. (2019), the Township population is anticipated to see continued growth, estimating 1,840 new residents and 1,050 new housing units over the next two decades — reaching an estimated 6,640 total residents and 2,780 housing units by 2041.

Population and Housing Forecast Summary, Town of Southwold

Year	Population	Total Housing
2016	4,570	1,630
2019	4,800	1,730
2031	5,940	2,280
2041	6,640	2,780

Figure 2: Population and Housing Forecast Summary, Township of Southwold

Note: Population includes net Census undercount. Figures may not add precisely due to rounding.

Source: 2016 from Statistics Canada Census data; Forecast by Watson & Associates Economists Ltd. (2019).

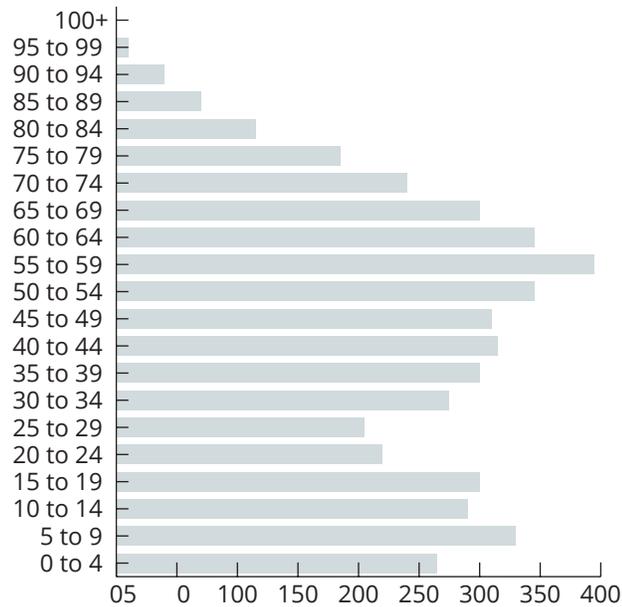
Worth noting, internal development plans suggest more rapid growth is set to occur in the near future; with an estimated 1734 new residential units slated for development in the next 5 years, probable growth could lend to a total population of nearly 9,500 residents¹. In addition, 735 new residential units are currently under discussion; potential growth (5-years and beyond) could see the population reach 11,500 residents¹.

1 Estimated based on Township of Southwold 2021 average household size of 2.8 (Statistics Canada, 2023).

2.4.2 Age Profile

In the Township of Southwold, the median age of the population is 44 years, slightly higher than that of the Ontario population (41.6 years).

Township of Southwold



Province of Ontario

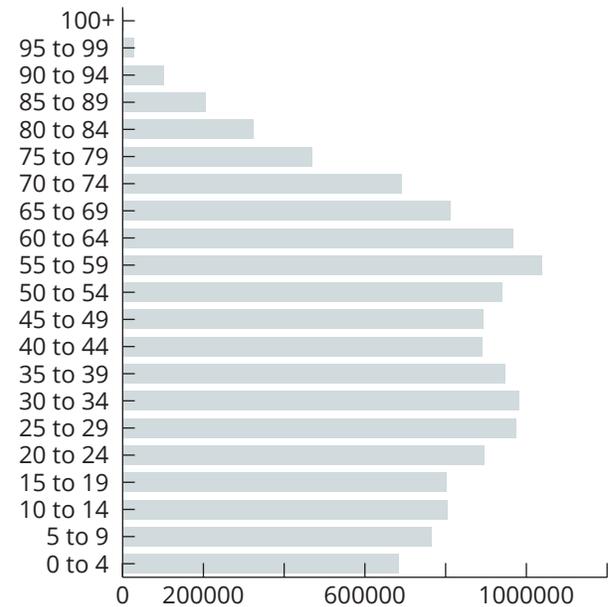


Figure 3: Permanent Population by Age Group Comparison, 2021

Source: Statistics Canada Census Data

2.4.3 Language

In the Township of Southwold, 99.1 percent of the population reports English to be their first official language spoken.

2.4.4 Income, Employment & Commuting

According to Statistics Canada (2023), the median after tax income of households in the Township of Southwold in 2020 was \$41,600. This was significantly lower than the provincial median after tax income of household, which was \$91,000 in 2020. However, only 4 percent of residents were considered to be below the poverty line in 2021, compared to the provincial average of 10 percent.

Approximately 11.6 percent of the employed labour force aged 15 years and over with a usual place of work commute within the Township of

Southwold (Statistics Canada, 2023). Another 48.7 percent commute outside of the Township, but within Elgin County, and the remaining 39.7 percent commute outside of Elgin County.



Recommendations

- Continue to monitor population growth, to ensure appropriate park and recreational trail planning provisions are maintained.
- Consider how park and recreational trail design can accommodate an aging population (i.e., anticipated influx of seniors), as well as young children.
- Continue to monitor the evolving demographic profile, including age, language, and income, employment and commuting, to ensure parks and recreational trails (and related infrastructure) is tailored to the local community needs.

3.0 Community Engagement

3.1 Overview

Community engagement is an important part of parks and trails master planning, as a means to understanding current and anticipated use, and learn about community needs and desires. Working with the Township of Southwold, a three (3) part engagement process was devised, to gather input from interest holders and the general public; including a series of interest holder interviews, a community engagement survey, and a community open house. Public-facing initiatives were advertised online through Township social media (e.g., Facebook, Instagram) as well as through print materials (e.g., print posters, handouts).

This section offers an overview of these engagement initiatives and subsequent findings. It is important to note that the information and suggestions presented in this section should not be interpreted as recommendations. Community input has not been altered, even in instances where comments may incorrectly reflect actual policies, practices, or level of provision.

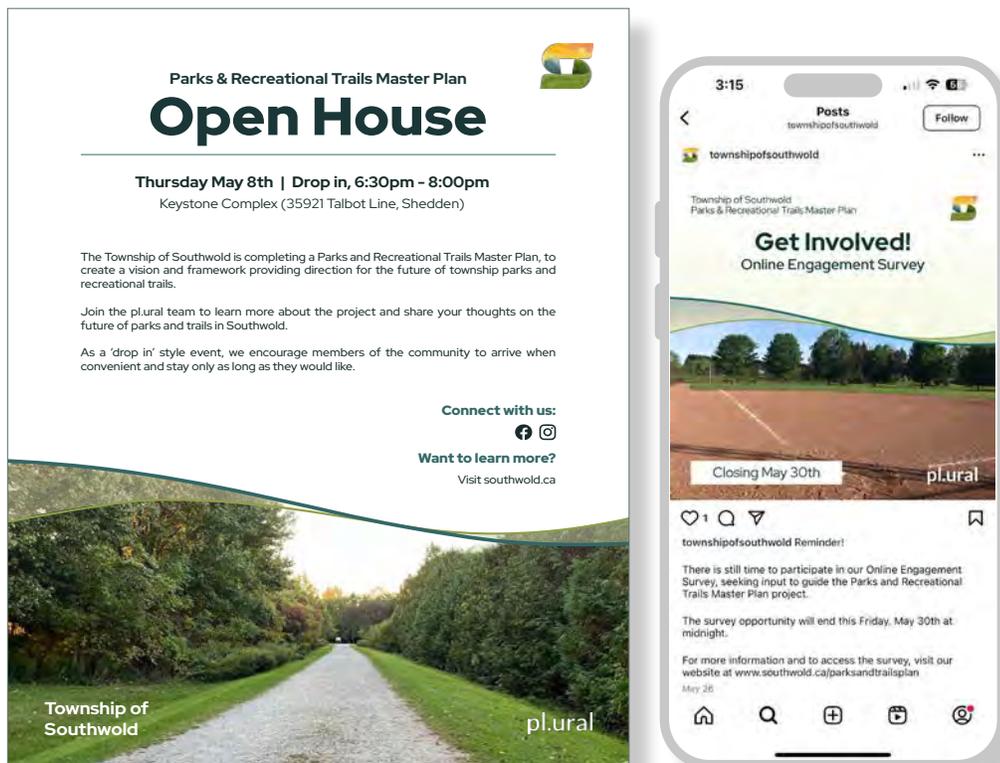


Figure 4: Engagement Initiative Advertisement Mock Ups, Digital and Print Media

3.2 Community Engagement Survey

From May 13, 2025 through to May 30, 2025, an online engagement survey was available to the public. In total, **65 unique responses** were received.

3.2.1 Who We Heard From

The majority of responses (61) were submitted by individuals who identify as permanent residents of Southwold. Those who identify as neighbouring community visitors (e.g., second homeowners, trailer campers, cottage renters, etc.) accounted for the remaining responses (4) aside from a single response submitted by an individual identifying as a seasonal visitor.

Most of the permanent residents who participated (41) reported living in Shedden. Other notable participation was observed amongst residents of Talbotville (14), Fingal (10), and north of Port Stanley (1).

Majority of participants (24) were adults aged 30 to 39. Nineteen (19) participants aged, 40 to 49, and eleven (11) 50 to 59. Very few young adults and/or seniors participated and no individual's 18 and under participated in the Community Engagement Survey.

Most participants (41) reported having children living in their household. Among them, about half (22) have children under the age of 5. Others (13, 15 and 15) have children ages 6 to 9, 10 to 14, and 15 to 18, respectively.



Figure 5: Engagement Initiative Advertisement Mock Ups, Digital and Print Media

Residents vs. Visitors

- Permanent resident
- Seasonal resident (i.e., second homeowner, trailer camper, cottage renter)
- Neighbouring community visitor
- Seasonal visitor

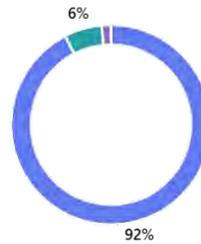


Figure 6: Survey Results, are you a resident or visitor of Southwold?

Permanent Residents' Place of Residence

- Talbotville 14
- Shedden 25
- Fingal 10
- North Port Stanley 1
- Other 11



Figure 7: Survey Results, where in Southwold do you reside?

Age Profile

- 18 and under 0
- 19 to 29 6
- 30 to 39 24
- 40 to 49 19
- 50 to 59 11
- 60 and over 6

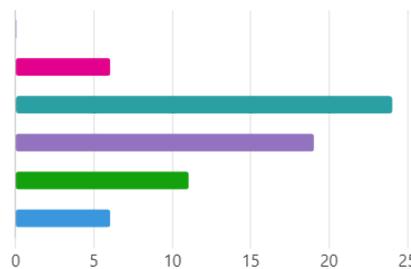


Figure 8: Survey Results, what age group do you belong to?

Age Profile: Children in Household

- 5 and under 22
- 6 to 9 13
- 10 to 14 15
- 15 to 18 15
- I do not have children in my household 20



Figure 9: Survey Results, if you have children in your household, what age group(s) do they belong to?

3.2.2 Understanding Use: Municipal Parks

According to engagement survey results, when it comes to municipal parks:

- Municipal parks are being commonly visited, with majority of participants visiting parks 1-2 times a week.
- Survey results show The Keystone Complex is the most visited municipal park, followed by Corsely Park and Fingal Ball Park.
- The majority of individuals are driving to parks (43 out of 66). Respectfully many residents are also walking to the local parks (34 out of 66) and cycling (22 out of 66).
- Residents are enjoying municipal parks with family members, young children, community groups, friends, and more. There appears to be a variety of users.
- Walking, playgrounds, and organized sports appear to be the leading reasons for residents' use of municipal parks.
- Based on park ratings', The Keystone Complex appears to be the most in need of improvement. Following, Fingal Ball Park and Corsely Park are in need of some improvement. Many are unsure on how to rate their local municipal parks.
- Half of survey participants responded that municipal park needed moderate support and improvements.

Importance of Municipal Park Improvements

- | | |
|----------------------------------------------------------------------------------------------------------------------|----|
| ● Low: prefer no change to municipal service delivery; limit budget to community-based funding, grants,... | 4 |
| ● Moderate: support reallocating municipal budget to tend to improvements. | 33 |
| ● Considerable: support slight increase in taxes and/or user fees, to tend to improvements while maintaini... | 13 |
| ● High: support more significant increase in taxes and/or user fees to tend to facility improvements a... | 16 |

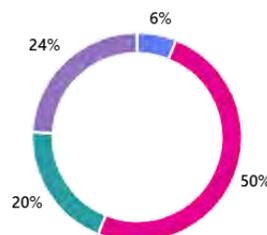


Figure 10: Survey Results, How important are municipal park improvements to you within the Township of Southwold?

Frequency of Use

● Daily (i.e., 1-2 times a day)	8
● Weekly (i.e., 1-2 times a week)	34
● Monthly (i.e., 1-2 times a month)	11
● Seasonally (i.e., only during certain seasons)	7
● Inconsistently or During Events	4
● Rarely or Never	2

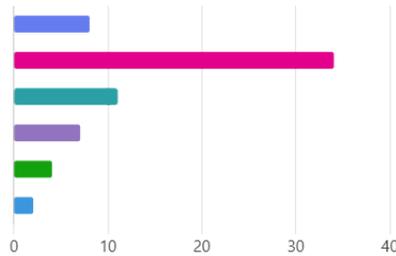


Figure 11: Survey Results, How often do you visit municipal parks?

Park Use

● Keystone Complex	47
● Talbotville Optimist Heritage Park	10
● Talbotville Optimist Sports Park	14
● Fingal Ball Park	19
● Fingal Heritage Park	14
● Ferndale Park	4
● Corsely Park	24
● Other	4

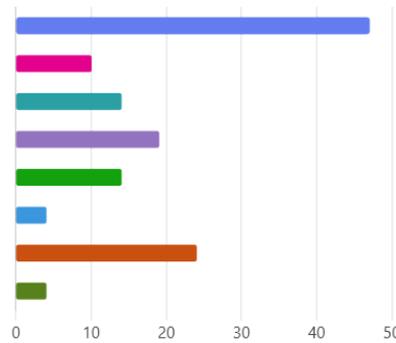


Figure 12: Survey Results, What municipal parks do you visit?

Transportation to Parks

● Bike	22
● Walk	34
● Drive	43
● Other	0

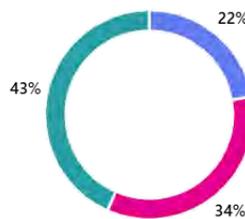


Figure 13: Survey Results, How do you get to municipal parks?

Who visits Municipal Parks

● A friend	17
● A group of friends	13
● Family	45
● Young children	33
● Seniors	1
● Community group or team	15
● By myself	17
● Other	3

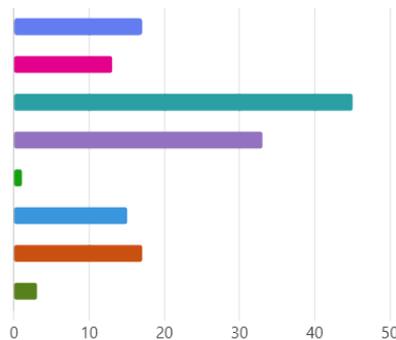


Figure 14: Survey Results, Who do you visit municipal parks with?

Why Visit Municipal Parks

● Walking	41
● Dog Walking	20
● Hiking	9
● Exercise or Jogging	20
● Cycling	13
● Relaxing	18
● Spend time in nature	27
● Picnicking	8
● Family gathering, time with friends	18
● Playground	37
● Racquet sports (e.g., tennis, pickleball)	4
● Basketball	6
● Skateboarding	0
● Attending events	15
● Organized sports (e.g., local leagues, lessons, etc.)	27
● Informal or pick-up sports	5
● Other	4

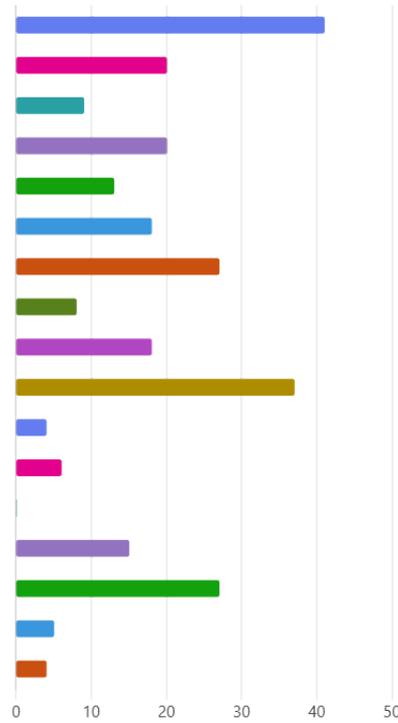


Figure 15: Survey Results, Why do you visit municipal parks?

Park Preference

- Needs work asap
- Good, could be improved
- Love it
- Unsure

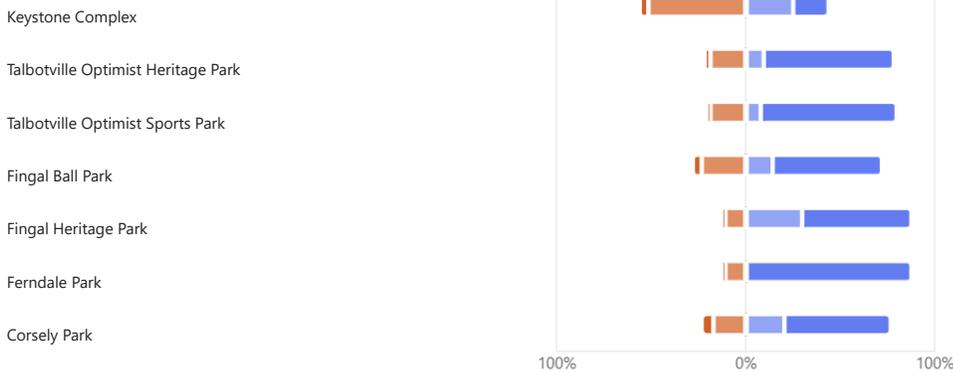


Figure 16: Survey Results, How do you rate each of the following municipal parks?

3.2.3 Understanding Use: Municipal Trails

According to engagement survey results, when it comes to Municipal Trails:

- Respondents report that recreational trails are used most during the summer months, with a near balance of use in the fall and spring. However, consistently throughout the year a significant amount of residents are not using recreational trails in Southwold.
- The majority of respondents identified their form of transportation to recreational trails within Southwold to be by vehicle (41 out of 66) 22 respondents walk to local recreational trails, while others use other means of transportation.
- Majority (42) of respondents are enjoying recreational trails with family members, followed by a fairly even split of respondents (21, 19, 19) are visiting trails with friends, young children, and by themselves, respectively.
- Walking is the most common purpose for recreation trail use in Southwold; exercise and experiencing nature are also prioritized by local residents.
- With a majority of respondents seeing the potential in Southwold recreational trails, 27 believe they are good, but in need of improvement and 16 respondents believe the trails are in need of immediate work,
- Majority of Respondents are not using resources to access recreational trail information.

Recreational Trail Community Priorities



Figure 19: Survey Results, When planning for recreational trails in Southwold, what matters most to you?

Frequency of Use

● Daily (i.e., 1-2 times a day)
 ● Weekly (i.e., 1-2 times a week)
 ● Monthly (i.e., 1-2 times a month)
 ● Inconsistently or During Events
 ● Rarely or Never



Figure 17: Survey Results, How often do you visit recreation trails in Southwold?

Permanent Residents' Place of Residence

● Bike 15
● Walk 22
● Drive 41
● Other 4

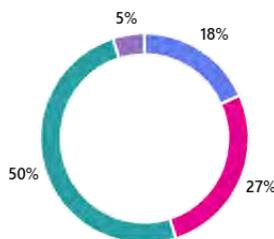


Figure 18: Survey Results, How do you get to recreation trails in Southwold?

Who visits Recreational Trails

A friend	21
A group of friends	13
Family	42
Young children	19
Seniors	1
Community group or team	4
By myself	19
Other	4

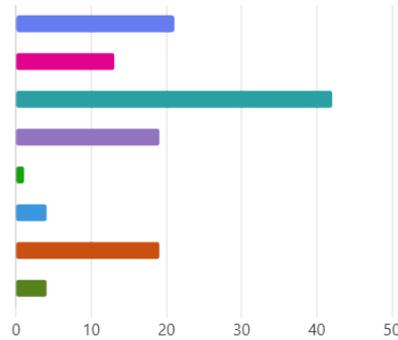


Figure 20: Survey Results, Who do you visit recreation trails with?

Why visit Recreational Trails

Walking	44
Dog-walking	19
Hiking	18
Exercise or Jogging	28
Cycling	14
Transportation	1
Experiencing nature	27
Social interaction	12
Birdwatching	7
Photography	3
Other	1

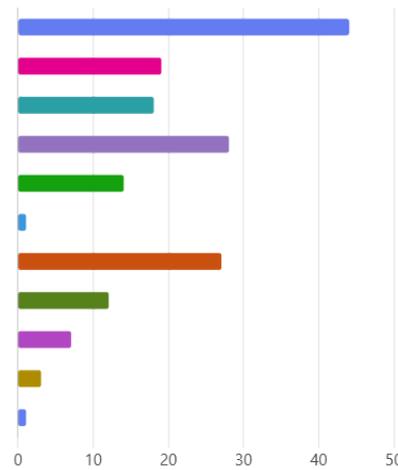


Figure 21: Survey Results, Why do you visit recreational trails in Southwold?

Rating Recreational Trails

Need work asap	15
Good, could be improved	27
Love them	8
Unsure	16

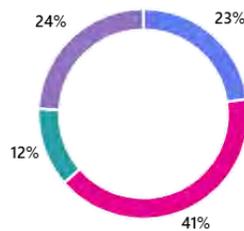


Figure 22: Survey Results, How would you rate recreation trails in Southwold?

Utilized Trail Resources

Elgin County GIS	5
Print materials	12
Township website	11
Other websites	3
External apps (e.g., AllTrails)	9
Google Maps	16
None	28
Other	0

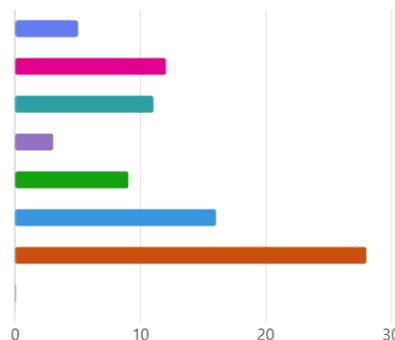


Figure 23: Survey Results, what resources do you use to access recreational trail information/ maps?

3.3 Interest Holder Interviews

Over several months, between the months of May and September 2025, a total of **9 interviews** were conducted, seeking insight from project interest holders.

Who We Heard From

Municipal staff established the list of interest holders — capturing an array of perspectives, without compromising project budgetary constraints. Collectively, participants had experience working with, or on behalf of the following:

- Township Council
- Southwold Parks Committee
- Rosy Rhubarb Committee
- Keystone Complex Committee
- Shedden Truck and Tractor Pull Committee
- Shedden Soccer Representative

Worth noting, many interview participants brought valuable insights beyond the scope of the organizations and/groups above — speaking as long-term local residents, residents newer to the area, parents, young professionals, retirees, local business owners, recreationalists, volunteers, and more.

Emerging Themes

There were several key themes emerging from interviews, including, but not limited to:

- **Community relations;** the community cares about parks and recreational trails in Southwold — as demonstrated by passionate volunteers, and community groups, who continue to raise funds to support local infrastructure. At times there appears to be apprehension amongst user groups to participate in conversations regarding the future of these community spaces. Establishing and maintaining strong, collaborative relationships with constituent groups will be important to long term success.

- **Trail infrastructure;** Trail connectivity and maintenance was a common theme. There is a desire for trail links between communities (i.e. Fingal and Shedden, Talbotville and Ferndale). In addition to the linking of trails, trail surfacing and multi-purpose trails were a topic of conversation. As the community continues to grow (and vehicular traffic intensifies), there is a desire to have safe, well-connected, and enjoyable spaces to walk — suitable for a wide array of users (e.g., young families, dog-walkers, etc.).
- **Township Parks;** Township parks are well used and enjoyed by the community. The Keystone Complex being a major staple for Southwold is well spoken of by interest holders. A desire for some additional amenities to the parks such as: pickle ball courts, community splash pad, and a stage and or event space. Overall parks are well received.
- **Flexible infrastructure;** As the population grows and community needs evolve, it is recognized that there is value in designing park infrastructure (e.g., sport fields, venues, etc.) to be flexible, permitting diverse and varied use. There is a desire to see some existing facilities, particularly sports fields, retrofitted to permit a wider array of use — offering more outdoor recreation opportunities to residents, while also promoting use of these facilities outside of current peak programming.
- **Community greening;** Tree planting and/or preservation of existing tree canopy is of great importance. The community highly values their many naturalized areas. Ongoing and anticipated stormwater management infrastructure projects (e.g., ponds, bioswales, etc.) are recognized as excellent opportunities to create naturalistic spaces throughout the community, to enhance the look and feel of Township parks and open spaces.
- **Community development;** With a growing community, the development of local neighbourhoods brings some concern of green space being lost and or relocated due to residential and commercial developments. Community fears development may outpace park and green space planning.
- **Maintenance;** With a rapidly growing community, excitement for the future is accompanied with some concern for lack of

maintenance. Community interest-holders want to ensure that with the growth of spaces there is sufficient staff and resources to maintain community parks and trails — and that appropriate plans are in place to guide these efforts, now and into the future.

- **Accessibility;** Accessibility is a priority. Parks and recreational trails should offer equitable opportunities for community members of all ability levels. Additionally, there is a desire for more accessible washroom facilities within major outdoor parks.
- **User conflict;** As park use increases, there are growing concerns surrounding permitted uses and reports of user conflict in these spaces (e.g., off-leash dogs, motorized vehicular use, etc.). There is desire to see the Township work with the appropriate user groups to understand needs, opportunities and challenges, and to make informed decisions regarding park programming, and facility provision and siting to mitigate conflict, where possible.

3.4 Community Open House

On Thursday May 8th, 2025, we hosted a Community Open House, welcoming the community to the Keystone Complex in Southwold.

Existing Conditions, Understanding Use

With an illustrative park and facility inventory on display, attendees were encouraged to confirm findings, and offer feedback on existing conditions — strengths and weaknesses. Related findings have been verified and captured in the respective inventories contained within this document.

Alongside a great turnout of Township staff, we received feedback from community members and members of local committees. Based on this feedback we were able to identify the following emerging themes:

- Interest in trail connectivity across the municipality
- Community Interest in improved sport facilities
- An appreciation for local parks



Figure 24: Photo, attendees participating at the community open house event.

4.0 Planning Strategies

4.1 Environmental Quality

The first series of strategies deal with the quality of renovations and new developments throughout the Township parks, open space and trail environments, as well as the preservation of existing character and quality.

4.1.1 Quality, Permanence & Economy

Strategy 1

The Township will be committed to quality, permanence, and life-cycle economy in all its park and trail development, maintenance, and renewal projects. All design and product decisions will be based on life-cycle as well as first capital costs.

Comprehensive life-cycle costing is one of the essential tools used for the planning and design of new park facilities, trail tread, surrounding landscapes, supporting structures, fixtures and furnishings — a tool that helps ensure long-lasting, superior parks, recreational trails, and public spaces are constructed and maintenance costs are reduced.

The Township should adopt the philosophy that, within the constraints of fiscal reality, quantity should not compromise quality, and that design cost decisions should be measured against the full life of the product, space or landscape rather than its construction alone. This implies a three-part commitment: first to high quality design/finish, construction/installation and maintenance; second to the eventual replacement of temporary and facilities; and third to the renewal of aging and inadequate facilities.



Typical Costs over a 35 Year Life Cycle: the smaller, earlier costs greatly influence larger, later costs.

4.1.2 Environmental Responsibility & Stewardship

Parks and trails are sought after by residents and visitors alike, as a means to access, explore, and connect with nature. The Township should provide community leadership in responsible and effective environmental action through mindful park and trail development (i.e., design, alignment, construction, renewal, etc.) and community outreach.

For many communities, connection to the environment is considered a fundamental component to community identity. Subsequently, parks, open spaces and recreational trails, which offer means to access, explore, and connect with nature, tend to be focal points — sought after by residents and visitors alike. The importance of these spaces and the natural heritage found within, should be more strongly reflected in ongoing and future landscape efforts and projects.

Means to achieving greater connection to natural heritage for the community across the Township's parks and open spaces could include encouraging biodiversity through planting native trees, shrubs and perennials, establishing 'no maintenance' areas (e.g., allowing meadows to grow freely, etc.), and integrating stormwater management infrastructure (e.g., ponds, bioswales, rain gardens, etc.), where appropriate.

Further, means to developing sustainable trails for the community could include informed alignment, consideration of sensitive ecosystems, use of native biodiversity in revitalization efforts, invasive species education and control initiatives, and the use of low impact construction practices and environmentally friendly construction materials. Building in-house capacity and seeking assistance from qualified professional trail contractors, where necessary, will also be an important step in developing sustainable Township trails.

Maintaining positive working relationships with regulatory agencies, environmental groups, and interest-holders (e.g., Lower Thames Valley Conservation Authority, Kettle Creek Conservation Authority, etc.) will be a critical component to all future development and appropriate naturalization in these areas. Collaborating with these groups, and seeking approvals where necessary, will encourage responsible environmental action and continued compliance with legislation.

4.1.3 The Spirit of the Place

The design of new projects should embrace the character of the area, which is fundamental to the established image of the community. Moving forward, consistency will be paramount — contributing to a strong, authentic sense of place, that welcomes residents and visitors alike.

The community and its visitors value and want to preserve the qualities that make the Township of Southwold unique. Beyond natural beauty emanating from the shores of Lake Erie and rolling farm fields, punctuated by woodlots, Southwold embodies a desirable sense of simplicity — welcoming, quiet, and laid back.

When it comes to local parks and trail environments much of the character is the result of previous siting and design decisions, or lack thereof. Incremental development over many decades has led to spaces (i.e., parks, trails, staging environments, infrastructure) lacking cohesion, intention, and sense of purpose, among other challenges and limitations.

The key character-defining elements of parks and trail environments can be reinforced by preserving, adapting, and integrating places of value, protecting and improving natural (or naturalistic) landscapes, and by designing spaces and structures, routing trails, and selecting fixtures and furnishings to compliment, not compete, with the spirit of the place. Furthermore, seeking to clean up, coordinate, and consolidate built forms, site furnishings, and signage, should be a priority.

4.1.4 A Network Approach

A township's parks and recreational trails network is more than a collection of properties, segments, and/or the sum of those parts — it is a system. The Township must consider how decisions may impact the network, and the communities it services, as a whole.

A township's parks and recreational trails network is more than a collection of segments, or the sum of those parts — it is a system that connects, provides access to, and frames the natural and built environments between them. Servicing many community needs, from nature access, recreation, connectivity, and more, the Township must consider how decisions may impact the network, and the communities it services, as a whole.

Due to incremental development, there are functional, safety, and aesthetic aspects that could be improved upon through changes to the existing spatial structure of the township parks and recreational trails network. Understanding existing and desired uses, verifying (trail) ownership, adopting trail classifications, building to appropriate design parameters, and appreciating parks and trails as parts of a larger network, will be crucial steps in improving the spatial composition, connectivity, level of service and user group satisfaction throughout the Township.

4.1.5 Trail Safety & Risk Management

The Township must strive to establish and maintain safe park and recreational trail environments, to welcome residents and visitors alike. To ensure a safe trail network, the Township must identify an accepted level of risk, produce documents, policies, and procedures, and act upon them.

Maintaining environments which are safe for all users must be a high priority throughout the township parks and recreational trail system. Highly desirable natural qualities and unique environmental character are responsible for drawing residents and visitors to township parks and recreational trails. Conversely, some of the associated natural (or naturalistic) conditions can pose hazard to personal safety. Due to the complex nature of park and recreational trail environments, certain areas present greater risk to users than others.

With diverse trail users, and uses, throughout the Township, identifying managed and designed uses, appropriate trail classifications, and acting upon them will be an important step towards conflict mitigation, and enhancing user experience and safety.

The Township must identify their accepted level of risk, and produce documents, policies, and procedures to ensure a safe trail network; accepting said level of risk, controlling associated risks, and eliminating risks that exceed the resources available.

Further, the Township must seek ways to promote personal safety of all users, through continued monitoring, preventative infrastructure, and strategic design interventions to influence user behaviour.

4.1.6 Respecting Neighbours

The Township will seek to maintain positive relationships with park and trail neighbours by identifying and addressing common issues, seeking appropriate permissions, and mitigating the impact of park and recreational trail use, activity and development on adjacent land uses.

Spanning across the Township, and amongst several settlement areas, township parks and trails affect and are affected by neighbouring communities, landowners, and land uses. Identifying common issues surrounding park and recreational trail development and use including, but not limited to, impacts of heightened use — noise, reduced feeling of privacy, increased traffic, congested parking areas and/or illegal parking, trespassing, perceived ownership, etc. — And planning pro-actively will be an important step in maintaining positive relationships.

4.2 Project Design

This series of strategies provide guidance for the design of new park and trail construction and/or redevelopment projects as they arise.

4.2.1 Preserve the Best, Repair the Rest

Strategy 7

Projects will be identified to preserve park and trail assets, favour the repair of problem sites, and avoid compromising good quality structures, buildings, and landscapes.

In defining new projects, the Township should place priority on the repair or enhancement of problem sites and facilities rather than to the modification of high quality ones: physical park and trail assets should be enhanced, rather than diminished, through redevelopment.

Potential projects include enhancing existing open programmable spaces, facilities, parking environments, pedestrian networks, planted areas, perimeter trees, etc. as outlined in 5.2 Existing Park Inventories & Needs Assessment on page 87. A growing trend for municipalities and rural communities is the development of ‘image’ committees, which are mandated to identify and prioritize image problems as a means to developing a ‘game plan’ for engaging participation and funding for community physical improvements.

4.2.2 Designing Safe Spaces

Landscapes, built forms, furnishings, fixtures, and lighting throughout township parks and trail environments must be designed and managed to promote personal safety.

The development of township park and trail environments which are safe for all users must be a high priority. Township parks and trails which are perceived to be safe, will be used by more people and for longer, enhancing the vitality of these spaces and extending the effective utilization of facilities.

Personal safety is not a single dimensional issue. It requires an environment(s) that has clarity, legibility, vitality, and fosters community life. As more people use township parks and trails, especially at night, the safer they will be.

The design of the public domain, in its structure and details, is critical to ensuring personal safety. A clear spatial structure with a legible hierarchy of clearly identified routes and spaces provides users with orientation and clarity necessary to move through township parks and trails with comfort. Appropriate lighting and well-designed planting are essential for maintaining visibility during both the day and night. There should be no provision of high berms, dense shrubs, dead-end paths, or hiding places.

The circulation networks that support vehicular traffic, pedestrians, and other modes of active transportation are essential components of township parks, that are not currently optimized to promote personal safety. Unsafe intersections, poor sight lines, and disconnected land use lend to conflict between these user groups and increased liability for the Township. These networks should support safe movement of vehicles and pedestrians and limit crossings and intersections, where possible. Further, some aspects of these existing circulation networks inhibit emergency access, which should be addressed immediately.

Buildings and facilities, such as washrooms, are also essential components of the safety networks of township parks. As destinations, structures and their entrances should be clearly identified and illuminated. Structures should define important public spaces, and have windows or openings to demonstrate to people in the surrounding area that they are occupied, providing casual surveillance of otherwise 'open' spaces and adjacent facilities. The Township has a role in identifying and rectifying 'unsafe' situations in their jurisdiction and endorsing principles of Crime Prevention Through Environmental Design (CPTED).

4.2.3 Accessibility, Barrier Free Environments

The Township recognizes that persons with disabilities should be provided with an equal opportunity to access goods, services and information in a manner consistent with the principles of independence, dignity, integration and equality.

The impact of the physical environment on persons with mobility, visual, hearing, and other impairments is so great, that the Township is encouraged to make the accommodation of those with special needs a first priority. Effective accommodation is a basic responsibility of the Township, upheld by the Accessibility for Ontarians with Disabilities Act, 2005, (AODA) in Ontario, and can be of immense benefit to the community. Those who might otherwise be restricted from township parks, recreational trails (and naturalistic environments) will be able to more fully participate in and contribute to community life, and accommodation measures tend to create an environment which is better for all people — more legible, accessible, comfortable, and efficient.

The development of an accessible environment in a new project need not involve exorbitant costs. What is required is an attitude toward development founded on awareness and sensitivity from the start of the design process. Future consideration of a Facility Accessibility Design Standard (FADS) for Southwold would be an investment towards providing compliance to accessibility goals with future projects. Besides legal ramifications, a solution which ignores accessibility requirements may reduce mobility and comfort for many, and incur very high costs for retrofitting at a later date.



Value Added Opportunity

Future consideration of a Facility Accessibility Design Standard (FADS) for Southwold would be an investment towards providing compliance to accessibility goals with future projects.

Trails, Under the Accessibility for Ontarians with Disabilities Act, 2005

Based on our experience and informed by legislation, this section is intended to highlight key components of the AODA relevant to recreational trail planning, redevelopment, and construction, applicable at the time of report publication — it may be used as a guide, but does not eliminate the need to review applicable legislation, policies, standards and guidelines on a regular basis.

The Design of Public Spaces Standards — also referred to as Accessibility Standards for the Built Environment, referenced in the Integrated Accessibility Standards Regulation, under the AODA — speak to accessible trail standards.

Application

Generally, these standards apply to newly constructed and redeveloped recreational trails that the Township intends to maintain, but does not apply to the following types of recreational trails:

1. Trails solely intended for cross-country skiing, mountain biking or the use of motorized snow vehicles or off-road vehicles.
2. Wilderness trails, backcountry trails and portage routes.

Consultation

Often, accessible trail standards are determined through comparison of similar trails or trail networks, and identifying what is reasonable and predictable for trail users. Before constructing new or redeveloping existing recreational trails, the Township is obligated to consult with the public and persons with disabilities, as well as their township



Worth Noting

Adopting an awareness and sensitivity to accessibility is seen as an asset to entire communities. Although there are exceptions under the AODA, the Township is encouraged to consider accessibility in all trail related projects.

advisory committees, where one has been established under the Act. Consultation must address:

1. The slope (i.e., longitudinal and cross slope) of the trail.
2. The need for, and location of, ramps/handrails on the trail.
3. The need for, location and design of,
 - i. Rest areas,
 - ii. Passing areas,
 - iii. Viewing areas,
 - iv. Amenities on the trail, and
 - v. Any other pertinent feature.



Worth Noting

Although not explicitly identified under this section of the AODA, consultation should also address trail staging areas (i.e., trailheads).

Technical Requirements

Newly constructed and redeveloped recreational trails, that the Township intends to maintain, must meet the following technical requirements:

1. A recreational trail must have a minimum clear width of 1,000 mm.
2. A recreational trail must have a clear height that provides a minimum head room clearance of 2,100 mm above the trail.
3. The surface of a recreational trail must be firm and stable. . As a general strategy, limestone screenings/chips & dust is the Township standard. Pavement to be used only when funds, traffic/usage patterns, and rectification of challenging drainage and maintenance warrant.

4. Where a recreational trail has openings in its surface,
 - i. The openings must not allow passage of an object that has a diameter of more than 20 mm, and
 - ii. Any elongated openings must be orientated approximately perpendicular to the direction of travel.
5. Where a recreational trail is constructed adjacent to water or a drop-off, the trail must have edge protection that meets the following requirements:
 - i. The edge protection must constitute an elevated barrier that runs along the edge of the recreational trail in order to prevent users of the trail from slipping over the edge.
 - ii. The top of the edge protection must be at least 50 mm above the trail surface.
 - iii. The edge protection must be designed so as not to impede the drainage of the trail surface.
6. Despite paragraph 5, where there is a protective barrier that runs along the edge of a recreational trail that is adjacent to water or a drop-off, edge protection does not have to be provided.
7. The entrance to a recreational trail must provide a clear opening of between 850 mm and 1,000 mm, whether the entrance includes a gate, bollard or other entrance design, and in certain locations, accessible parking.

Signage & Media

Technical requirements also speak to signage. A recreational trail must have signage at each trail head, that provides the following information:

1. The length of the trail.
2. The type of surface of which the trail is constructed.
3. The average and the minimum trail width.
4. The average and maximum running slope and cross slope.
5. The location of amenities, where provided.

Additionally, signage text must have a high tonal contrast with its background (i.e., assist with visual recognition) and include characters that use a sans serif font.



Value Added Opportunity

Future consideration of a Township Wayfinding Plan would be an investment towards providing compliance to accessibility goals with future projects.

Where other media, such as park websites or brochures, are used by the Township to provide information about the recreational trail, beyond advertising, notice or promotion, the media must provide the same information (i.e., listed above).

Future consideration of a Township Wayfinding Plan (i.e., Identification, orientation, direction, information) would be an investment towards providing compliance to accessibility goals with future projects.

Boardwalks

Where a recreational trail is equipped with a boardwalk, the boardwalk must meet the following requirements:

1. The boardwalk must have a minimum clear width of 1,000 mm.
2. The boardwalk must have a clear height that provides a minimum headroom clearance of 2,100 mm above the boardwalk.
3. The surface of the boardwalk must be firm and stable.
4. The boardwalk must not have any openings in the surface that allow the passage of an object that has a diameter of more than 20 mm.
5. The boardwalk must have edge protection that is at least 50 mm in height.
6. If a boardwalk has running slopes that are steeper than 1:20, the running slopes must meet the requirements for ramps (see below).

7. Location for the needs and type of guardrails/handrails to be determined as boardwalk segments are implemented.

Ramps

Where a recreational trail is equipped with a ramp, the ramp must meet the following requirements:

1. The ramp must have a minimum clear width of 900 mm.
2. The ramp must have a clear height that provides a minimum headroom clearance of 2,100 mm above the ramp.
3. The surface of the ramp must be firm and stable.
4. The ramp must have a maximum running slope of no more than 1:10.
5. The ramp must be provided with landings that meet the following requirements:
 - i. Landings must be provided, at the top and bottom of the ramp, where there is an abrupt change in the direction of the ramp, and at horizontal intervals not greater than nine metres apart.
 - ii. Landings must be a minimum of 1,670 mm by 1,670 mm at the top and bottom of the ramp and where there is an abrupt change in direction of the ramp.
 - iii. Landings must be a minimum of 1,670 mm in length and at least the same width of the ramp for an in-line ramp.
 - iv. Landings must have a cross slope that is not steeper than 1:50.
6. The ramp must not have any openings in the surface that allow the passage of an object that has a diameter of more than 20 mm.
7. The ramp must be equipped with handrails on both sides of the ramp and the handrails must,
 - i. Be continuously graspable along their entire length and have circular cross-section with an outside diameter not less than 30 mm and not more than 40 mm, or any non-circular shape with a graspable portion that has a perimeter not less than

- 100 mm and not more than 155 mm and whose largest cross-sectional dimension is not more than 57 mm,
- ii. Be not less than 865 mm and not more than 965 mm high, measured vertically from the surface of the ramp, except that handrails not meeting these requirements are permitted if they are installed in addition to the required handrail,
 - iii. Terminate in a manner that will not obstruct pedestrian travel or create a hazard,
 - iv. Extend horizontally not less than 300 mm beyond the top and bottom of the ramp, and
 - v. Be provided with a clearance of not less than 50 mm between the handrail and any wall to which it is attached.
8. Where a ramp is more than 2,200 mm in width,
- i. One or more intermediate handrails which are continuous between landings must be provided and located so that there is no more than 1,650 mm between handrails, and
 - ii. The handrails must meet the requirements set out in paragraph 7.
9. The ramp must have a wall or guard on both sides and where a guard is provided, it must,
- i. Be not less than 1,070 mm measured vertically to the top of the guard from the ramp surface, and
 - ii. Be designed so that no member, attachment or opening located between 140 mm and 900 mm above the ramp surface being protected by the guard will facilitate climbing.
10. The ramp must have edge protection that is provided,
- i. With a curb at least 50 mm high on any side of the ramp where no solid enclosure or solid guard is provided, or
 - ii. With railings or other barriers that extend to within 50 mm of the finished ramp surface.

Exceptions

Exceptions to these requirements are permitted under certain circumstances. Generally, exceptions are made when a Township can demonstrate their affect on a property with cultural heritage value, hinder preservation of a national historic site, threaten natural heritage, or pose significant risk to the natural environment and species within it.

Where an exception is permitted to a requirement that applies to a recreational trail, the exception applies solely to the particular requirement for which the exception is allowed and not to any other requirement that applies to the recreational trail, and to the portion of the recreational trail for which it is claimed and not to the recreational trail or beach access route in its entirety.

The full list of exceptions, complete with conditions (i.e., required designations, parameters, etc.) provided under the AODA should be referenced, to verify exceptions on a case-by-case basis.

4.2.4 Trail Ownership & Alignment

The Township will ensure that existing township trails and new trail development occurs within the limits of township-owned parcels or right-of-ways, or upon a registered easement(s).

It is imperative that the Township identify property limits, and verify that existing township trails, and new trail development occurs within the limits of township-owned parcels or right-of-ways, or upon a registered easement(s) (as permitted under the Ontario Trails Act, 2016). Besides showing respect for trail neighbours, this will ensure that township trails — as community connections, recreation opportunities, and access to nature — can exist in perpetuity.

Over time, the Township may absorb transitional areas or adjacent properties through the amiable practice of self-directed disposition, in order to facilitate strategic trail expansion. Mindful of operational and fiscal realities, associated costs, maintenance, management, level of use, and potential redundancies, should be carefully considered, before accepting or acquiring lands.

Where disputes on land ownership arise, the Township should work with concerned landowners, to establish common understanding of property boundaries, registered easements, trail use impacts, and opportunities to address them moving forward. Vandalism, or impeding public access to township trails should not be tolerated.

Ontario Trails Act, 2016

This section is intended to highlight key components of the Ontario Trails Act, 2016, relevant to trail easements, applicable at the time of report publication — it may be used as a guide, but does not eliminate the need to review applicable legislation, policies, standards and guidelines on a regular basis.

Easements Overview

Under the Ontario Trails Act, 2016, an owner of land may grant an easement, with covenants, to one or more eligible bodies (e.g., Township), for the preservation, enhancement or management of the use of, or access to, all or a portion of the land for purposes relating to trails or to activities relating to trails or for the creation, maintenance or management of trails for public use.

Voluntary or Reserved

An owner of land may grant an easement, though this decision is voluntary. When an eligible body (e.g., Township) conveys land, it may also reserve an easement.

Defining Use

An easement shall contain one or more covenants, as may be agreed upon by the owner of the land and the eligible body (e.g., Township), stating the uses and activities permitted, restricted or prohibited on the land to which the easement relates and a description of those uses and activities.

Easement Registration

An eligible body (e.g., Township) shall register the easement against the land affected in the proper land registry office and, once registered, the easement and the covenants contained in the easement run with the land against which it is registered. An easement is not valid under the Act, unless it is registered.

Easement Lifespan

An easement is valid for the term specified in it. The term must be specified as a period of months, years or in perpetuity.

Enforcing Easements

An eligible body may enforce an easement that is registered on title to the land, including the covenants contained in the easement, against the owner of the land and against any subsequent owner of the land against which it is registered.

The owner of land may enforce against the eligible body the covenants contained in an easement that is registered on title to the land.

4.2.5 Trail Classification & Standards

The Township will establish, adopt, and comply with a defined trail standard, demonstrating proper due diligence, ensuring thorough inspection and maintenance, and informing future trail construction.

Trails should be built and maintained to a standard — establishing a trail standard and trail classification is the first step in proper risk management. It is important the standard be reviewed, to ensure it reflects what is manageable and sustainable with respect to operational and fiscal realities. Next, it must be adopted, to ensure continued compliance.

Consistency is important for trail users. In the wake of trail development and expansion efforts in the areas, township-led and by others, it is recommended that the Township establish and adopt a trail standard that is in line with other jurisdictions, with regard to trail classifications, trail specifications, risk management, and maintenance.

Trail Classification

The Ontario Trails Council (OTC) has produced a trail classification, aimed at trail managers, land managers, trail designers/builders, user groups that manage trails (i.e., ATV, XC ski, MTB), and insurance providers. According to the OTC, the intention of the document is to:

- Organize and categorize existing recreation trails and future trail development,
- Articulate the trail parameters for each trail class level,
- Introduce base level standard of service expected for each trail class, and
- Support and complement trail risk management training and best practice document.

The OTC Trail Classification has been attached as an appendix item, to be used at the discretion of the Township.

4.2.6 Trail Design, Managed & Designed Use

With such diversity in terms of trail use, the Township should adopt the concept of managed and designed use, an industry best practice, to inform trail management and design parameters.

Trail uses, and users, throughout the Township are diverse. Some see opportunities to participate in sport or leisure, while others view trails as a means of transportation throughout, and between, communities. While some uses/users are season-specific, others take advantage of the trails year round. It is understood that existing trail use includes walking and dog-walking, hiking, cycling (i.e., road, gravel, and mountain biking), equestrian use (i.e., horseback riders), motorized vehicular use (i.e., ATVs, dirt bikes, snow mobiles), snowshoeing, cross-country skiing, and first nations traditional use.

With such diversity in terms of trail use, it is recommended that the Township adopt the concept of managed and designed use — and the understanding that trails are not designed to be ‘one-size-fits-all’. Considered an industry best practice, the concept has been employed in plans and strategies close to home, though the Trail Fundamentals and Trail Management Objectives, published by the USDA Forest Service, defines these terms and their application particularly well. As such, the following definitions and explanations have been borrowed from this resource, with some modification to fit local application.

Managed Use

Managed Use is a mode of travel that is actively managed and appropriate on a trail, based on its design and management.

1. Managed Use indicates management intent to accommodate a specific use.
2. There can be more than one Managed Use per trail or trail segment.
3. The Managed Uses for a trail are usually a small subset of all the allowed uses on the trail, that is, uses that are allowed unless specifically prohibited. For example, on a trail that is closed to all motorized use but open to all non-motorized use, the Managed Uses could be hiking and equestrian. The allowed uses, however, would also include bicycles and all other non-motorized uses.

4. Identify the Managed Uses for each trail based on applicable land management plan, direction, travel management decisions, trail-specific decisions, and other related direction.
5. There is a direct relationship between Managed Use and Trail Classification: generally, one cannot be determined without consideration of the other. Not all Trail classes are appropriate for all Managed Uses.

Designed Use

Designed Use is the single Managed Use of a trail that requires the most demanding design, construction, and maintenance parameters and that, in conjunction with the applicable Trail Classification, determines which Design Parameters will apply to a trail.

1. There is only one Designed Use per trail or trail segment. Although a trail or trail segment may have more than one Managed Use and numerous uses may be allowed, only one Managed Use is identified as the design driver or Designed Use.
2. Determine the Designed Use for a trail or trail segment from the Managed Uses identified for that trail. When making this determination, consider all Managed Uses that occur during all seasons of use of the trail or trail segment. Assess any essential or limiting geometry for the Managed Uses of the trail or trail segment to determine whether any trail-specific adjustments are necessary to the applicable Design Parameters.
 - i. In some situations, when there is more than one Managed Use identified for a trail, the Designed Use may be readily apparent. For example, on a trail with Managed Uses of all-terrain vehicle and motorcycle, all-terrain vehicle use would be the Designed Use because this use requires wider tread widths and has lower tolerances for surface obstacles and maximum trail grades.
 - ii. In other situations involving more than one Managed Use, the Designed Use may not be readily apparent, as is often the case when there are fewer differences between the applicable sets of Design Parameters. For example, on a trail that is actively managed for hiker, pedestrian, equestrian, and bicycle

use, equestrian use would likely be the Designed Use because of the three “managed uses” -- equestrian use generally has the most demanding design requirements. While the bicycle use design parameters resemble equestrian design parameters in some ways, design parameters for this trail may need to be adjusted to accommodate bicycles.

4.2.7 Trail Management

The Township will employ a hybrid approach to trail management, relying on qualified township staff and professional trail contractors, to conduct regular trail inspection, assessment, monitoring and maintenance.

It is recommended that township staff and professional trail contractors work together to fulfill trail management roles and responsibilities.

Roles

Township staff, in essence the land managers, must provide management and oversight of township properties and trails. In terms of visitor experience, township staff may be required to educate visitors, and respond to negative visitor experiences, when necessary. In terms of maintenance, township staff may tend to maintenance works according to their level of expertise, recruiting professional trail contractors to tend to maintenance works beyond their scope.

Professional trail contractors can provide consulting, design, construction, and maintenance services — generally, relied upon when township staff are unable to perform duties in house or additional expertise is necessary.

Trail Inspection & Assessment

Trail inspection is an important component of risk management, referring to the process of reviewing a trail (i.e., trail tread, drainage, corridor, surroundings, and associated infrastructure), and identifying hazards, defects or problem areas. The process of evaluating identified hazards, defects or problem areas is referred to as trail assessment. Both trail inspection and assessment should be conducted on a regular basis (e.g., monthly, seasonally, annually, etc.) in accordance with the



Worth Noting

Formalized trail environments require management, oversight, inspection, assessment, measurement and maintenance. As recreational trail development and renewal occurs, township staffing levels should be continually monitored and adjusted, to meet evolving needs.

adopted trail classification. Both should be conducted by qualified individuals; generally, township staff or a professional trail contractor.

Record Keeping

All trail inspections, assessments, and maintenance should be documented on standardized forms/templates. Often referred to as a 'risk mitigation log', these records should be kept on file for a minimum of 7 years, as per industry standard.

Measuring Performance

It is important to monitor trail use (i.e., number of users, time of visit, etc.), to help guide decisions related to maintenance, trail classification, management and funding. Infrared trail counters are a common means of collecting this data. Installing cameras at ground level — capturing only feet, to maintain user privacy — is another approach which may be used, to collect relevant data. Regardless of the technologies used, it is important to erect signage in staging environments, indicating that trail counters are being used on the premises.

4.2.8 Constituent and Communal Needs

Generally, projects should focus on the communal needs of the community as a whole; even projects established to meet the needs of a particular user group will contribute to the communal needs of the community, accordingly.

Township park and trail development projects meet two kinds of needs: the communal (i.e., of benefit to all) and the constituent (i.e., of benefit to specific groups). Currently, large portions of township parks are consumed by facilities and services to meet the need of constituent user groups. Yet, many of the best things about township parks are a result of providing for the community's communal needs.

From the very outset, all projects must seek to appease communal needs, above those of the constituent. The program and design of new projects should meet the needs of the user group, but with limited land and under township ownership, have an obligation to make a positive contribution to the park environment, to serve the whole community.

4.3 Identity and Movement

This series of strategies deal with access and movement through the township parks and recreational trail network.

4.3.1 Entry, Orientation and Wayfinding

Strategy 15

The Township will seek ways to give the township parks and recreational trail network a stronger sense of identity, well-defined entrances, and an easy sense of orientation.

Generally, Township parks and recreational trail environments lack a satisfactory sense of entry and orientation.

A Primary Entrance

As parks are improved, the means of accessing them, or the entry sequence, will need improvement too. A primary entrance should be identified for each park site; outfit with necessary place identification signage and other treatments, to support navigation and confirm arrival.

Secondary entrances with quality treatments should be developed in support of the primary entrances — facilitating arrival via alternative vehicular routes, or adjacent trail environments, where possible.

Staging Environments

Staging environments offer access to trails, and encompass the spaces and facilities we generally associate with trailheads — parking, washrooms, signage, picnic areas, space to meet, organize and prepare, and/or programmable space to accommodate trail related activities and events (e.g., lessons, group activities, races, etc.).

These spaces should be designed to welcome visitors to the trails, and to support managed and designed trail uses. Staging environments, their finishes and furnishings (e.g., signage), can also distinguish township trails from others in the community.

Staging environments come in many shapes and sizes, responding to surrounding geography, intentions, trail access, and means of arrival. For example, a trail situated in an isolated context requiring vehicular access may require more space for parking (i.e., vehicles, trailers, etc.),

washroom facilities, and other amenities to support trail users — perhaps concentrated at a single entrance. Alternatively, a trail with several opportunities for community connections (e.g., pedestrian paths from adjacent residential areas) may warrant smaller staging areas, designed to welcome, inform, and orient pedestrians and cyclists, without accommodation for vehicles.

Signage & Wayfinding

A coordinated signage system should be developed, to welcome, orient, inform, educate, and direct park and trail users. Property entrances (i.e., staging environments) should be identified, and staging environments should be outfitted with appropriate information to equip visitors, and satisfy risk management policies. This may include, but is not limited to, code of conduct, guidelines for use, waiver sign, trail mapping, emergency information, and design parameters as prescribed under the AODA.

On trails themselves, wayfinding signage, such as trail markers and mapping may also be used, to ensure visitors remain on township trails and are able to make informed decisions and navigate the network appropriately. Additionally, where situations permit, the use of gates, barriers (constructed and/or planted) can assist in preventing unauthorized access/traffic to “off trail” environments. In areas of unique natural or cultural heritage, interpretive signage can be used as an interactive educational component.

Temporary signage, often used to convey trail closures, is another important component of a coordinated signage system.

The names of facilities and amenities, services, and buildings should be clearly presented and associated with building approaches and entrances.

Design Considerations

The Township is advised to work with a qualified consultant, to develop a coordinated signage system specific to township parks and trails, responding to risk management policies, township goals, and the needs of park and trail users. Design considerations should include, graphics and legibility (e.g., contrast, text size, use of universal symbols, visibility, etc.), content (e.g., code of conduct, mapping, etc.), locations (e.g., sign situation, distance from trail tread, responding to varied topography, snow build up, etc.), dimensioning (e.g., overall size, height, etc.), and maintenance.

Consistent Naming & Identifiers

Throughout the process, we have come to appreciate various names for the same spaces and/or trails, found throughout the Township. The Township should prioritize the selection of a single naming convention for each trail/space, that can be rationalized and used indefinitely. A process should be developed to outline this decision-making process, that also considers stakeholder consultation to ensure naming is agreeable and adopted by the community.

Named Trails & Places

Very few communities have a set policy for naming a trail, space or entity. However, when named, trails and spaces tend to be identifiable and act as a destinations. The Township should strive to create destinations that are well signed and have a story to tell — trails and destinations tend to be harder to let fall into disrepair when they are named.

4.3.2 Pedestrian Circulation

Pedestrian zones — paths, walkways, trails, open spaces that facilitate movement — are defining features of parks. They should be strategically positioned and expanded upon through the realignment and retrofitting of vehicular thoroughfares that can be made secondary to pedestrian movement.

Pedestrian paths are defining features of township parks. These, and associated pedestrian zones, should be expanded upon through the realignment and retrofitting of vehicular thoroughfares that can be made secondary to pedestrian movement. Consolidation and connectivity between open spaces, free from vehicular traffic, should be encouraged.

The only routes that require automobile access are those leading to parking lots. At all times, pedestrian movement should be given priority. Where vehicular crossings are required, sidewalks should be constructed to address the crossing — sidewalks should not be paved over, giving vehicles priority.

Pedestrian access to facilities and amenities should, where feasible, reflect a balance between environmental preservation and the desired line of movement.

A pedestrian circulation system should be developed that facilitates convenient and comfortable movement around township parks, and the larger community beyond.

4.3.3 Pedestrian Trail Crossings

The Township will ensure that pedestrian crossings are situated and outfitted appropriately, to enhance safety for trail users and motorists alike.

Rural, high-speed roadways, especially those with poor sight lines can pose risk to pedestrians. Although many township trails are isolated from vehicular traffic, others intersect with roadways — sometimes more than once.

When planning for new trail construction, or trail redevelopment which would require users to cross a roadway, every effort should be made to locate trail crossings where sight lines meet or exceed best practices, as well as provincial engineering standards.

Where possible, or required due to substandard sight lines, a trail crossing warning system should be considered. Often composed of signage to demonstrate the purpose of the trail, as well as flashing beacons to warn oncoming traffic of the trail crossing, trail crossing warning systems can improve safety for trail users and motorists alike.

It is understood that roads throughout Southwold span township, county, and provincial jurisdiction. The Township is encouraged to work collaboratively with regulatory agencies, to understand where opportunities to align safe trail crossings exist and to determine the feasibility of trail crossing warning systems, where necessary.

Across the province, we are seeing public works and engineering policies be developed, speaking to the logistics of erecting hiking trail crossings on county roads. As an example, in Renfrew County the Public Works and Engineering Policy PW-14: Pedestrian Crossings and Hiking Trail Crossings on County Roads (included as an appendix item, for reference) outlines a collaborative process, where costs and responsibilities are shared between the County and member municipalities — there may be opportunity to establish a similar model within the context of Southwold and Elgin County.

4.3.4 Bicycles

The increased use of bicycles, both for access to and for moving around township parks, will be encouraged and accommodated in future development.

Bicycle use offers many opportunities to the community — lessening environmental impact, decreasing demand for vehicular access and parking, encouraging healthy, active living, and providing another enriching means to enjoy the existing network of township parks and trails.

Bicycles are an extremely efficient means of local transport, but they present problems for planners precisely because they are fast and mobile. Not powered vehicles but not pedestrians either, bicycles are found on all reasonably level surfaces — roads, lanes, sidewalks, walkways, plazas, and trails — and frequently come into conflict with vehicles and pedestrians alike. To create a separate, designated system for bicycles is ambitious; to completely restrict bicycles from all pedestrian areas would (if even possible) defeat their value.

Major approach roads to most Township parks are broad and busy. The continued provision of bicycle lanes (and separated multi-use paths) should be encouraged by the Township within Township parks, paths and thoroughfares, and should be identified and marked to aid in the clear and safe movement of bicycles. In some areas of the pedestrian precinct (i.e., gathering areas, plazas) it may be necessary to heighten pedestrian awareness of cycling activity within in these areas.

The Township should provide bicycle parking on the periphery of the pedestrian precinct, located conveniently and visible from facilities and amenities. If possible, sheltered bicycle parking and related amenities (i.e., repair stands) should be provided — few communities offer them, yet they has been proven to be a significant amenity in attracting cycling clubs and tours.



Worth Noting

Parks host a wide array of cyclists — families with young children, leisurely folks, athletes, etc. It is important to recognize that not all cyclists have the same needs and additional infrastructure may be required to ensure safety and enjoyment for all.

4.3.5 Parking

The Township will adopt a two-pronged approach to parking: reduce demand for parking through establishing community connections, and advocate for parking within comfortable walking distance to trailheads, supporting facilities, and amenities.

Where possible, demand for parking should be reduced through establishing community connections (i.e., trail access from residential areas, existing parks, community facilities, etc.). Often overlooked, community connections can be of immense benefit — encouraging active transportation, reducing barriers to recreation opportunities, and reducing parking demand (i.e., less resources allocated to expansion and maintenance of parking environments).

Given the rural context and expansive geography of the area, it is understood that not all parks and recreational trails will be serviceable through community connections, and will require parking environments. In these instances, park and recreational trail use will be correlated with parking capacity, and vice versa. It's a balance, where insufficient parking will limit park and recreational trail use, yet an abundance of parking could lend to congestion, or remain unused (i.e., wasted resources). When planning to construct or redevelop parking facilities, the Township must consider use, demand (i.e., typical, not peak), and current capacities, to right size these facilities. Well maintained gravel parking is to be considered the Township's level of service.

Maximize Efficiency of Existing Lots

Despite park and recreational trail users' reliance on motor vehicles to access township trail infrastructure, existing parking environments servicing township parks and trailheads can be improved upon. Each lot should be considered individually to determine the best operating, personal safety, and aesthetic design.

4.3.6 Underground Utilities

The Township will plan ahead to ensure necessary upgrades to underground utilities are made before, or during, park development projects to avoid costly duplications and extended site disruptions.

Township utilities — including but not limited to water, gas, electricity, storm, sewage, and communications — have been developed piece by piece over many decades. In the wake of new development in the area, particularly residential subdivisions, many systems are approaching their maximums or are limited in reach, and may be insufficient to support future expansion set to occur. Municipal utilities — including but not limited to water, gas, electricity, storm, sewage, and communications — tend to be developed incrementally over time. In the wake of new development in areas having utilities, particularly residential subdivisions, the Township may have utilities that are approaching their end of useful life, maximum capacity, and may be limited in supporting future expansion.

The program for rationalization and rehabilitation should be coordinated with other park development, including the construction of new buildings, road redevelopment, and landscape projects, in order to avoid costly duplications and extended site disruption.

Conversely, each park project should give adequate consideration to its impact on the existing systems and potential contribution it might make to future utilities rationalization. The cost of updating and/or engineering systems should in part be borne by the project budgets of new buildings and facilities which draw upon those systems, and in part by a utility infrastructure budget.

4.3.7 Lighting

Exterior lighting will increase user safety and comfort, and subtly reveal the character of parks at night.

A cohesive lighting system should be developed that increases user safety and comfort at night, and reinforces the spatial structure and organization of Township parks. Effective and well-designed artificial lighting is critical to comfort, personal safety, and orientation, and in some instances, extended play. The Township should consider lighting for all of its soccer facilities, primary trail segments, and of amenity/ congregation areas (washrooms, entrances, etc). determined to be accessible after hours.

Township parks change at night. Activity diminishes. What were colourful gardens can become shadowed recesses. A sense of orientation, difficult as it is to maintain during the day, can be further reduced. But it does not need to be; nighttime outdoor can and should be as pleasant as daytime.

Good lighting must be adequate; though, this does not necessarily mean in greater quantities. Glare and extreme contrast are just as great a problem as too little light. It is a great mistake to try to provide daytime-like intensities; those areas that are not as brightly lit become seemingly more dark, purely by contrast and the inability for the eye to adapt. The lighting strategy therefore is to limit light levels to no more than what is required to see at night (i.e., not much more than full moonlight) and to distribute light more evenly with smooth transitions between illuminated buildings, roads, walkways, and open spaces. This allows the eye to comfortably adapt and thus be able to see into shadows.

Lighting can also add immeasurably to the night aesthetic of parks, by subtly illuminating key features. This will assist orientation and engender a sense of comfort and satisfaction. All building entrances, alcoves and/ or dark corners should be softly lit.



Worth Noting

Excessive lighting can also pose challenges for some, notably neighbouring residents and wildlife; light intensity, distribution, necessity, placement and orientation should be considered.

Overly bright lighting which may disturb adjacent residential areas and sensitive wildlife must be avoided. All lighting should be 'dark sky' compliant allowing the visibility of the night sky to be preserved as a community asset.

Lighting fixtures are an important part of the furniture that embellishes parks; they are as important during the day as they are at night. All lighting should coordinate with other park site furnishings.

4.3.8 Site Furnishings

The Township intends to develop an economical and comprehensive system of visually coordinated and comfortable outdoor furnishings. Durability in function and attractive appearance under low maintenance conditions are essential.

To be conducive to use and social interaction, an environment must be well endowed with a range of furnishings, including seating, waste receptacles, bicycle racks, and other elements of convenience. These components should be designed as a visually coordinated system that works well with other elements, like signage, to enhance the identity of parks as places with special purposes and roles.

Furnishings play a key role in the ‘branding’ of the community through consistent visual reminders that the viewer is in Southwold, whether in a township park or travelling upon a township trail. Care should be taken to ensure consistency throughout the community, through establishing ‘standards’ (i.e., parks and recreation furnishing standard), or seeking furnishings that complement other township efforts.

Furnishings should also be comfortable, durable, vandal-resistant and attractive under low maintenance conditions, and should be located where they will be used. Materials should be comfortable and dry, and components should be designed to accommodate a range of needs with respect to posture and individual preference. Components should be located to take maximum benefit of seasonal climactic changes and characteristics.

4.4 Implementation

This series of strategies deal with plan management and project delivery.

4.4.1 Plan Continuity

Strategy 23

The Parks and Recreational Trails Master Plan will be promoted and be approved as Township policy and maintained as an effective development directive through continuity of responsibility, consistent application, and regular updating and review.

To ensure that the Southwold Parks and Recreational Trails Master Plan remains an effective basis for development, the Township should establish administrative structures for its approval, application, and updating.

An Approved Master Plan

The Parks and Recreational Trails Master Plan, particularly the strategies and its implementation and review mechanisms, should be received by Township Council.

Applying the Master Plan

The strategies contained within should be applied to all parks and recreational trail development or renewal projects, regardless of scale or type. The prime responsibility for this should be assigned to a township department (i.e., infrastructure and development services, building and community services, public works, etc.) whose job it will be to ensure that the Master Plan is brought forward at all stages of the parks and recreational trail development process.

This Master Plan represents the institutional “intention and memory” of the Township, and will be a source of reference for many people, staff and departments. The Master Plan will require consistency in interpretation, for which the continued leadership of a township planner is necessary as well as the continuity of those associates with the task, both at the planning and project levels.

Updating the Master Plan

The Parks and Recreational Master Plan should be capable of responding to changing needs over time. Implemented in projects, each defined by the conditions of the current time, once completed, each project will influence subsequent projects (i.e., the completion of a short-term project will serve to inform the design planning of subsequent projects). It therefore requires periodic updating. Master Plan amendments should be made explicitly not implicitly, following formal amending procedures.

Plan Amendment

An amendment is made when a proposed project would contradict the Master Plan in some way, but seems otherwise to be desirable. The first method of updating is a “Plan Amendment” which is triggered if it is found that a project is desirable but does not comply with the Master Plan. The second method is a Formal Review, conducted at five year intervals, by which the Master Plan’s policy status is confirmed. This review will include a re-examination of the strategies, and the incorporation of Master Plan Amendments made in the preceding period. A ‘working group’ including township planning and community services staff, should review and advise as to whether a proposed project is consistent with the Master Plan, and be responsible for requesting that Council decide whether amendment should be made.

4.4.2 Project Design Checklist

Designers (i.e., landscape architects, planners, engineers, etc.) of projects throughout the township parks and recreational trails network must respond to the following criteria and present evidence as to how they have been addressed at each major step of the design process.

During the design of new and renovated spaces, structures and amenities, the project team — users, administrators, managers, and designers — will have three areas of responsibility: the first towards particular project needs, the second towards communal needs, and the third towards outdoor space and circulation.

Site Use and Organization

- Land use efficiency should be maximized.
- Sites should be selected to assist the rationalization of movement and of utility infrastructure.
- Built forms should be located on those parts of the site which are in worst condition, rather than the best.

Responding to Local Context

- Open spaces and associated structures should be designed to enhance the larger compositions created by groups of facilities, amenities, and landscapes; these should also preserve and increase physical and visual connections to Southwold's hamlets and residential areas.
- Spaces and associated infrastructure should be organized in a way that makes new function and circulation routes compatible with those of adjacent uses and open spaces.
- Existing high quality open spaces should be protected and enhanced.
- New open spaces should form part of a continuous network.
- New structures adjacent to open spaces, trails and thoroughfares, should be treated as fronts and should activate these environments.

- All uses should relate directly to grade for ease of access and continued/increased accessibility.

Response to Local Climate

- Park spaces, both outdoor and indoor (e.g., washrooms, facilities, etc.), should benefit from the sun, yet also consider protection for excessive solar radiation.
- Sun, rain and snow shelters should be provided in high use areas, and adjacent to frequently travelled pedestrian routes.
- Park paths, walkways, and plaza gradients should be minimized and/or skid resistant to reduce slipping when wet, icy, and/or snow-covered.

Circulation & Barrier Free Access

- Park, open spaces, trail environments, and associated structures/amenities should be universally accessible.
- New open spaces, associated structures, and amenities should be barrier free, including clear, unobstructed direct paths for the persons with visual impairments and/or disabilities. Create logical, intuitive guides to major destinations.

Public Safety

- New projects and renovations should be designed to provide actual personal safety as well as impart a sense of comfort and well-being in park and recreational trail users.
- Personal safety is a broad-spectrum requirement that is basic to all aspects of the environment, including spatial clarity and legibility, signage and orientation, lighting and visibility, planting, paving materials, and winter walkability-mobility, as well as ramp gradients, traffic controls, and safety alert devices.

Long Life/Loose Fit

- New spaces, structures, and amenities should be capable of being adapted to new uses and expansion as the needs and the priorities of the community change.

Expression

- Southwold's landscapes should express a sense of connectedness to nature, to permanence, resiliency and respect while ensuring a sense of connection to the community's traditional roots and its historical legacies.
- Southwold's parks, open spaces and trail environments, and associated amenities, should express the township's commitment to serving the community, their guests, and its visitors — and its responsibility to treat leisure and recreational activity as a public resource. To express this, landscapes and amenities should be open, safe, accessible, welcoming and fair.
- Southwold's parks, open spaces, and trail environments should express a connection to nature, providing the opportunity to tie nature and recreation

Scale

- The scale of spaces and amenities throughout township parks should relate to the scale and size of the human body, to make approaching and using of the space/amenity a comfortable experience.
- The scale of elements and massing should correspond to the various distances from which it is viewed.

Materials, Finishes and Products

- Materials, finishes and products should reinforce the cohesion of related groups of uses (i.e., recreation zones, access and parking, etc.).
- Materials, finishes and products should reflect the role of township parks, open spaces and trail environments as focal points of the community.

Landscape Quality

- Landscape design should receive the same level of attention and budget stability afforded to buildings and infrastructure, elsewhere in the township.
- Landscapes should be designed to ensure personal safety.

Servicing

- Service areas and associated utility infrastructure should be located and designed to efficiently support parks and trails functions and operator requirements.
- Services areas should in general be located away from public open spaces and thoroughfares.
- Where service areas are integrated with pedestrian use, design treatments should reflect the pedestrian use.

Technical Performance

- Projects should be subjected to life-cycle costing to determine the best fit between capital costs, operating costs and ongoing maintenance costs; projects should be designed to reduce maintenance costs.
- All design efforts should reduce energy and resource consumption and environmental impact.

Environmental Quality

- Improvements and new use development should demonstrate high respect for the environment and should not compromise the existing natural features necessary in supporting resilience.
- Amenities and structures should not be permitted to emit unacceptable noxious or otherwise unpleasant run-off, fumes/gases, etc. into township parks, open spaces, or trail environments.
- Noise generating activities should be located within facilities designed or strategically situated to protect other park and trail users from noise intrusion, where possible.

4.4.3 Campaign Establishment

Campaigns should be established to raise awareness and funds for major park and recreational trail planning, construction, and redevelopment projects.

Campaigns should identify independent projects with specific budgets to be financed by the Township and its funding partners. Creating means for the community to invest in, to help shape, and to care for their local parks, open spaces, and trail environments, can also lend to a heightened sense of appreciation, stewardship, and civic pride.

5.0 Parks & Outdoor Recreation Facilities

5.1 Classification & Service Level Summaries

The Township of Southwold is home to several parks and open spaces, offering active and passive outdoor recreation opportunities to residents and their guests.

5.1.1 Parkland Classification

The Township of Southwold Official Plan (Township of Southwold, 2021), identifies two types, or classifications, of parks — Community Parks and Neighbourhood Parks — which will provide a range of recreational and open space opportunities, within settlement areas.

Community Parks

As per the Township of Southwold Official Plan (Township of Southwold, 2021), Community Parks are intended to serve the recreational needs of the residents at the community level. Community Parks will:

- a. Provide indoor and outdoor recreation facilities, and are a focal point for community activities;
- b. Provide predominantly for active recreational uses;
- c. Be accessible to the community; and
- d. Incorporate elements of the natural environment wherever feasible.

Neighbourhood Parks

As per the Township of Southwold Official Plan (Township of Southwold, 2021), Neighbourhood Parks are permitted uses in all land use designations. Neighbourhood Parks will generally consist of small children's play facilities at the neighbourhood level and greenbelt area that serve neighbourhoods within a community. More specifically, Neighbourhood Parks will:

- a. Be accessibly located within a neighbourhood;
- b. Provide opportunities for minor recreational activities; and
- c. Provide opportunities for passive enjoyment of the environment.

Recommended Classification

Beyond those identified in the Official Plan, it is recommended that the Township adopt additional parkland classification (and associated parameters) when describing current parks, and planning for new ones. It is also recommended that the Township Official Plan be amended to support these additional parkland classifications. In alignment with industry best practices and comparator municipalities, the following parkland classification is recommended for use.

Recommended Parkland Classification, Town of Southwold

Classification	Description	Size (ha)
Parkette	Small open spaces with limited recreational facilities, if any. Supports passive recreational use (i.e., rest, play, gathering). May include areas of natural heritage, historic or architectural significance.	Under 0.6
Neighbourhood Park	Provide opportunities for minor recreational activities and passive enjoyment of the environment. Generally consist of small children's play facilities and green space.	0.6 to 4.0
Community Park	Intended to serve the recreational needs of residents at the community level. Provides indoor and outdoor recreation facilities, predominantly for active recreational uses.	4.0+
Regional Park	Intended to serve the recreational needs of residents, the broader community and region. Provides a variety of amenities and/or unique environmental areas. May provide additional income opportunities (e.g., sport tournaments, tourism, etc.).	Varies

Figure 26: Recommended Parkland Classification

Using the recommended parkland classification above, the following table provides an overview of existing parks in the Township.

Overview: Southwold Parks

Name	Recommended Classification	Settlement Area	Size (ha)
Corsley Park	Community Park	Shedden	6.3
Ferndale Community Park	Neighbourhood Park	Ferndale	2.8
Fingal Ball Park	Community Park	Fingal	6.5
Fingal Heritage Park	Parkette	Fingal	0.5
Keystone Complex	Regional Park	Shedden	11.4
Talbotville Optimist Heritage Park	Neighbourhood Park	Talbotville	1.9
Talbotville Optimist Sports Park	Community Park	Talbotville	5.8

Figure 27: Overview of Parks in Southwold

5.1.2 Parkland Service Level

The Township owns and manages approximately **35.2 ha** of parkland. Based on the current population of Southwold, this yields a service level of approximately **7.3 ha per 1,000 residents**.

As demonstrated in the figure below, on average the parkland service level of comparator municipalities is **4.0 ha per 1,000 residents** — in alignment with their average target service level. In comparison, the parkland service level in Southwold is considerably higher than that comparator municipalities. However, considering the probable 5-year growth (i.e., totalling 9,500 resident population) and potential growth 5-years and beyond (i.e., totalling 11,500 resident population), this service level is under threat. If the Township’s parkland inventory remains as-is, the service level could fall to 3.7 ha per 1,000 residents, then 3.1 ha per 1,000 residents, respectfully.

Worth noting, beyond quantity, it is up to the Township to take appropriate steps to assess and ensure an acceptable quality of parkland — considering site suitability, programming compatibility, ease of access, proximity, public safety, environmental and/or historical significance, and connectivity, among other characteristics.



Improvements & Recommendations

- The Township should target a parkland service level of 4.0 ha per 1,000 residents, in alignment with the average amongst comparator municipalities.
- Although there is currently an abundance of parkland in the community (i.e., service level exceeds target), it is recommended that the Township retain parklands through anticipated period of unprecedented growth, to avoid falling below target.

Parkland Service Level, Comparator Municipalities

Municipality	2021 Population	Supply of Parks	Service Level (ha /1000 pop.)	Target Service Level (ha /1,000 pop.)
Town of Alymer	7699	14	3.57	3.88
Township of Malahide	9308	7	0.79	2.2
Town of St. Marys	7386	19	4.55	4.2
Town of Ingersoll	13693	18	3.39	2.5
Town of Tillsonburg	18615	19	4.29	4.5
Town of Petrolia	6013	14	4.27	4.3
Town of Shelburne	8994	17	6.41	6.41
Town of Goderich	7881	N/A	N/A	N/A
City of St. Thomas	42840	43	4.83	4
Average	13603	18.88	4.01	4.00

Figure 28: Parkland Service Level, Comparator Municipalities

Surplus Lands

As explained above, based on probable and potential growth it is recommended to retain current parkland, to ensure the desired service level target is met. In the future, should the Township determine there to be a surplus of parkland, properties should be evaluated on a case-by-case basis, with the support of a qualified consultant, as needed. Considerations may include, but are not limited to:

- Ease of access, proximity;
- Site suitability, programming compatibility;
- Public safety;
- Environmental and/or historical significance; and
- Connectivity.

5.1.3 Outdoor Recreation Facilities

Existing parks throughout the Township feature many outdoor recreation facilities, supporting both active and passive park use.

As demonstrated in the figure below, when compared to the respective service levels of comparator municipalities, the Township generally meets or exceeds an acceptable service level for most facility types. However, considering probable 5-year growth (i.e., totalling 9,500 resident population) and potential growth 5-years and beyond (i.e., totalling 11,500 resident population), many of these service levels will fall below those of comparator municipalities.

Other Considerations

There are many other recreation facilities that may warrant discussion, as the Township seeks opportunities to diversify their outdoor recreation offerings. These may include, but are not limited to BMX/skatepark/pump track facilities, disc golf courses, fitness parks, beach volleyball courts, and outdoor skating rinks. With a lack of comparator data to determine adequate service levels for these facilities, provision should be based on community desire and feasibility (i.e., fiscal and operational realities, environmental conditions, etc.).



Improvements & Recommendations

- The Township should consider probable and potential growth, when planning for the provision of new outdoor recreation facilities.
- Where possible, multi-use facilities should be considered to maximize use potential without incurring excess installation and maintenance costs (e.g., explore multi-sport courts, which may support tennis, pickleball, basketball, and more).
- The Township should monitor community interest in unique outdoor recreation facilities (e.g., BMX/skatepark/pump track facilities, etc.) to determine need.

Outdoor Recreation Facility Service Level Summary, Town of Southwold

Facility Information			Calculated Provision (per Population)				Considerations	
Facility	Current Supply	Comparator Provision (1:x)	Current (4800 pp.)	Probable (9500 pp.)	Potential (11500 pp.)	Community Desire	Supply Status	
Baseball Diamond	4	1471	3.3	6.5	7.8	Satisfied	Ok	
Basketball Court	2.5	7705	0.6	1.2	1.5	Improvements needed	High	
Off-Leash Dog Park	0	8665	0.6	1.1	1.3	Moderate	Low	
Outdoor Pool	0	15301	0.3	0.6	0.8	Low	Ok	
Pickleball Court	0	3060	1.6	3.1	3.8	High	Low	
Playground	6	1703	2.8	5.6	6.8	Improvements needed	High	
Soccer Pitch	5	1920	2.5	4.9	6.0	Moderate	High	
Splash Pad	0	9892	0.5	1.0	1.2	High	Ok	
Tennis Court	1	3861	1.2	2.5	3.0	High	Ok	

Comparator provision based on comparator municipalities, including Town of Alymer, Township of Malahide, Town of St. Marys, Town of Ingersoll, Town of Tillsonburg, Town of Petrolia, Town of Shelburne, Town of Goderich, and City of St. Thomas.

Figure 29: Parkland Service Level, Comparator Municipalities

5.2 Existing Park Inventories & Needs Assessment

Based on site observations collected in April 2025, and supplemented by desktop research and community engagement findings, site specific inventories have been prepared for existing park sites in Southwold¹. Each site has also been assigned a ‘necessary improvements’ rating, based on overall conditions, equipment, and finishing — considering safety, repair, desirability, among other criteria.

Site specific recommendations have been made for each site, complete with illustrative demonstration plans, to help guide physical change through the short-, mid- and long-term.



Fingal Ball Park (Township of Southwold, n.d.)

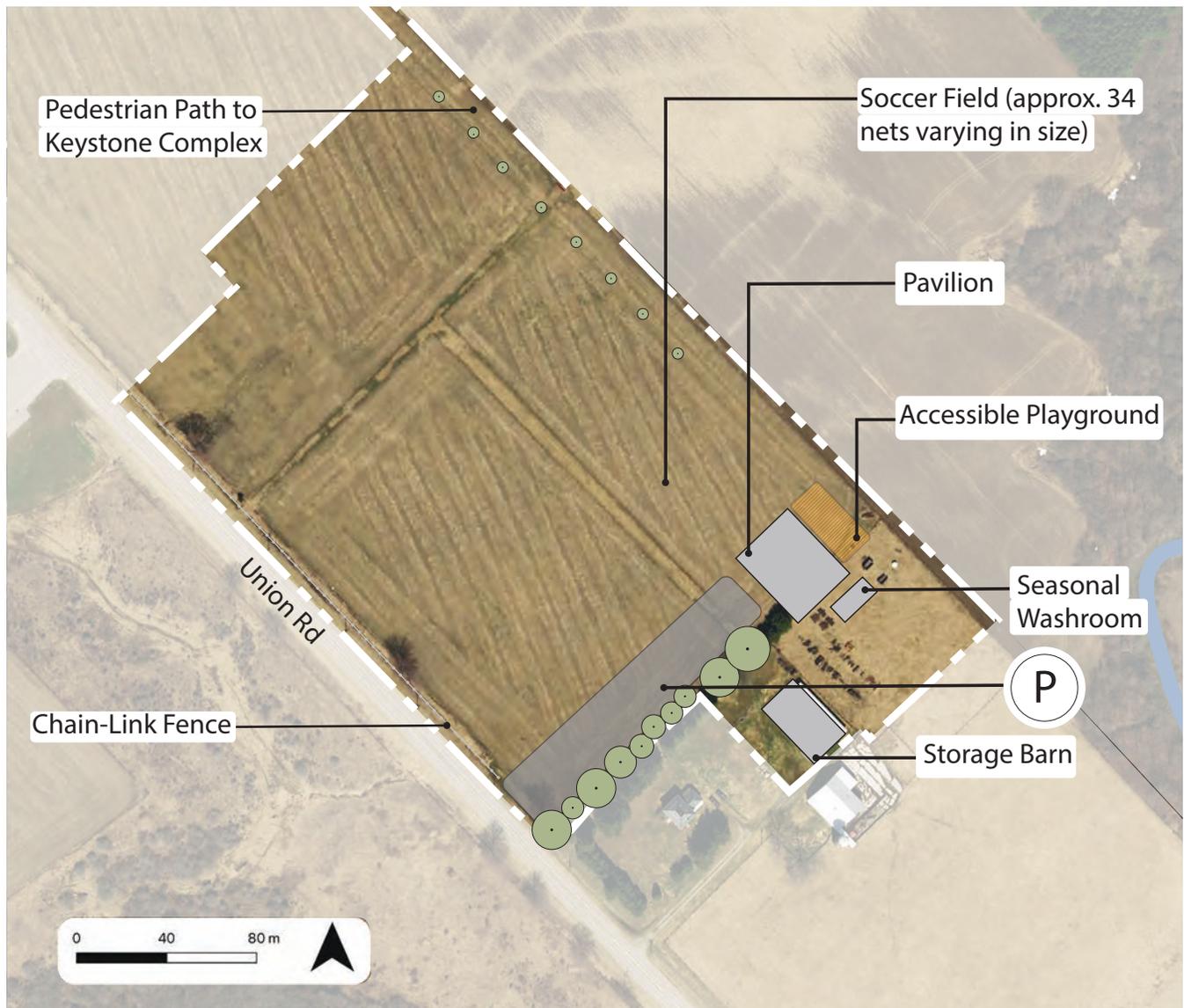
1 Excluding Fingal Heritage Park, as per project scope.



Other Considerations

- Ground has been broken on residential development to the northwest; consider increased pedestrian use, dog-walking.
- Additional residential development anticipated to the north.
- Conservation lands may be established to the south, across Union Rd.
- Shedden to Fingal Multi-Use Trail opportunity.

Figure 30: Corsley Park Inventory Mapping — Existing Condition





Improvements & Recommendations

- Consider adjusting soccer pitch alignment, to improve playability (i.e., reduce sun interference) and mitigate rogue soccer balls in proximity to Union Rd.
- Monitor demand for other field-based programming (e.g., rugby, lacrosse, etc.) and consider investment in additional equipment/line painting to promote more diverse use of these facilities.
- Improve multi-use path; refer to 6.0 Recreational Trails on page 112 for more information.
- Add perimeter pathway, to improve access and support passive use.
- Ensure safe, direct pedestrian access to new residential development.
- Add vegetation (i.e., planting, mix of native trees, shrubs, and perennials) throughout to mitigate noise complaints and exposure to elements (i.e., supplement existing perimeter tree planting efforts).
- Ensure accessible playground facility can be accessed via an accessible pathway.
- Formalize parking area to improve circulation (i.e., drop off) and maximize parking opportunity. Well maintained gravel parking is to be considered the Township's level of service.
- Consider reinstating turf in overflow parking area, to support passive use outside of peak parking times.

Figure 31: Corsley Park Improvement Demonstration Plan



- (A) Existing Soccer Fields — realign to improve playability and safety.
- (B) Parking Lot Improvements — refine footprint and delineate parking stalls; add drop off to improve circulation.
- (C) Existing Accessible Playground Improvements — ensuring accessible pathway access; shade tree planting.
- (D) Multi-Use Perimeter Path
- (E) Shedden to Fingal Multi-Use Trail Segment
- (F) Pedestrian Crosswalk, as permitted — to connect to future Conservation Area.

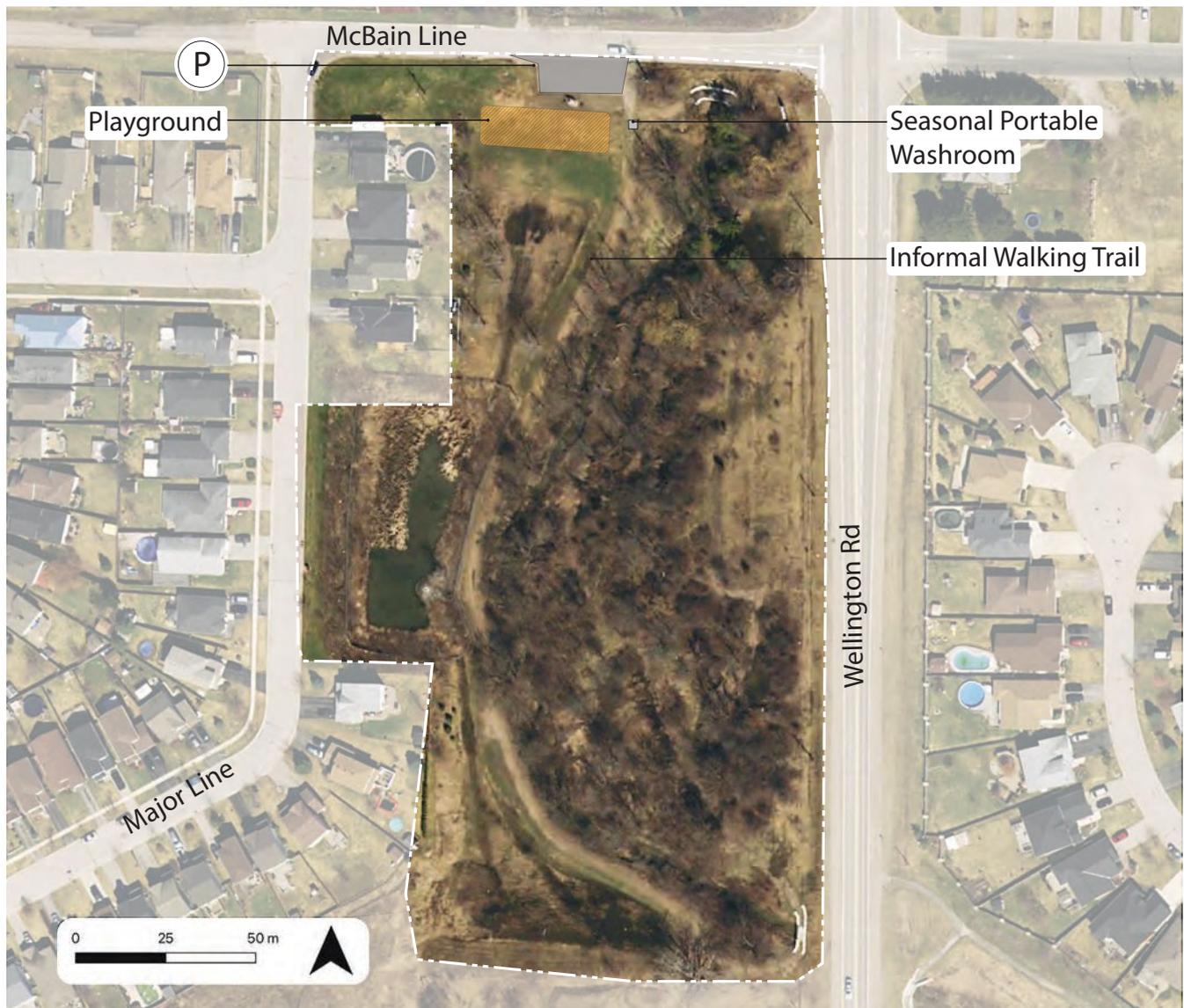
- (G) Formalized Pedestrian Access — complete with park identification signage, to improve pedestrian connectivity.
- (H) Buffer Planting — to add shade, reduce exposure to elements (i.e., wind), and improve aesthetic.



Other Considerations

- There is an entrance to a Municipality of Central Elgin multi-use trail directly across Wellington Rd to the east; desire lines suggest informal crossing and park access occurs frequently and behaviour is likely to continue. Opportunity to support cross-boundary pedestrian circulation and enhance access to neighbouring park facilities (e.g., Lynhurst Park and Turvey Park Skate Pad).

Figure 32: Ferndale Community Park Inventory Mapping — Existing Condition





Improvements & Recommendations

- Install more seating opportunities, to support parents (i.e., surrounding playground) and pedestrians (i.e., along walking path).
- Ensure 'accessible' sidewalk is purposeful and permits use of park facilities (e.g., provide adequate connection to playground, seasonal portable washrooms, etc.).
- Consider working with Elgin County and the Municipality of Central Elgin to establish a formal pedestrian crosswalk across Wellington Rd, in alignment with existing trail access/ egress (i.e., maintain comfortable walking distance, create safer environment to support existing movement/behaviour patterns).

Figure 33: Ferndale Community Park Improvement Demonstration Plan



- (A) Existing Playground — with safety and access improvements.
- (B) Pedestrian Walking Trail
- (C) Pedestrian Crosswalk, as permitted.
- (D) Formalized Parking Area — complete with accessible parking space, delineated by new tree planting.
- (E) Naturalistic Area — allow area to naturalize, providing ecosystem diversity and point of interest for users.



5.2.3 Fingal Ball Park

One of Southwold's largest parks, Fingal Ball Park boasts several sports facilities — including ball diamonds and sport courts — and an expansive lawn. A new stormwater management pond is under development on site, towards the northwest. New residential development slated for the immediate vicinity will alter context, access and use.

Address

8086 Millpark Street, Fingal, ON N0L 1K0

Facility Condition – Improvement Need



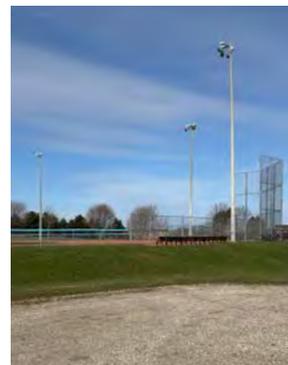
Inventory

- Sport courts (i.e., tennis and basketball)
- Baseball diamonds, lit (x2)
- Seasonal washrooms
- Pavilion
- Gravel parking lot



Site Observations, Conditions

- Expansive parking lot is difficult to navigate, lacks order and is showing signs of wear (i.e., poor drainage, potholes).
- Lack of formal pathways to sport facilities (i.e., pedestrians crossing long, uneven sections of lawn to access facilities).
- Lack of seating, specifically around sport courts.
- Open, exposed landscape with minimal protection from elements (e.g., lack of vegetation, built forms).
- Large maintained lawns appear resource intensive, yet underutilized.



Tennis and basketball court (above), baseball diamond and supporting infrastructure (centre), pavilion and parking area (below).





Other Considerations

- New residential development to the west will alter context, access and use; consider increased pedestrian use, dog-walking.
- Additional residential development anticipated to the north, across Union Rd; may be opportunity to establish pedestrian crossing and access path, to further enhance connectivity.

Figure 34: Fingal Ball Park Inventory Mapping — Existing Condition

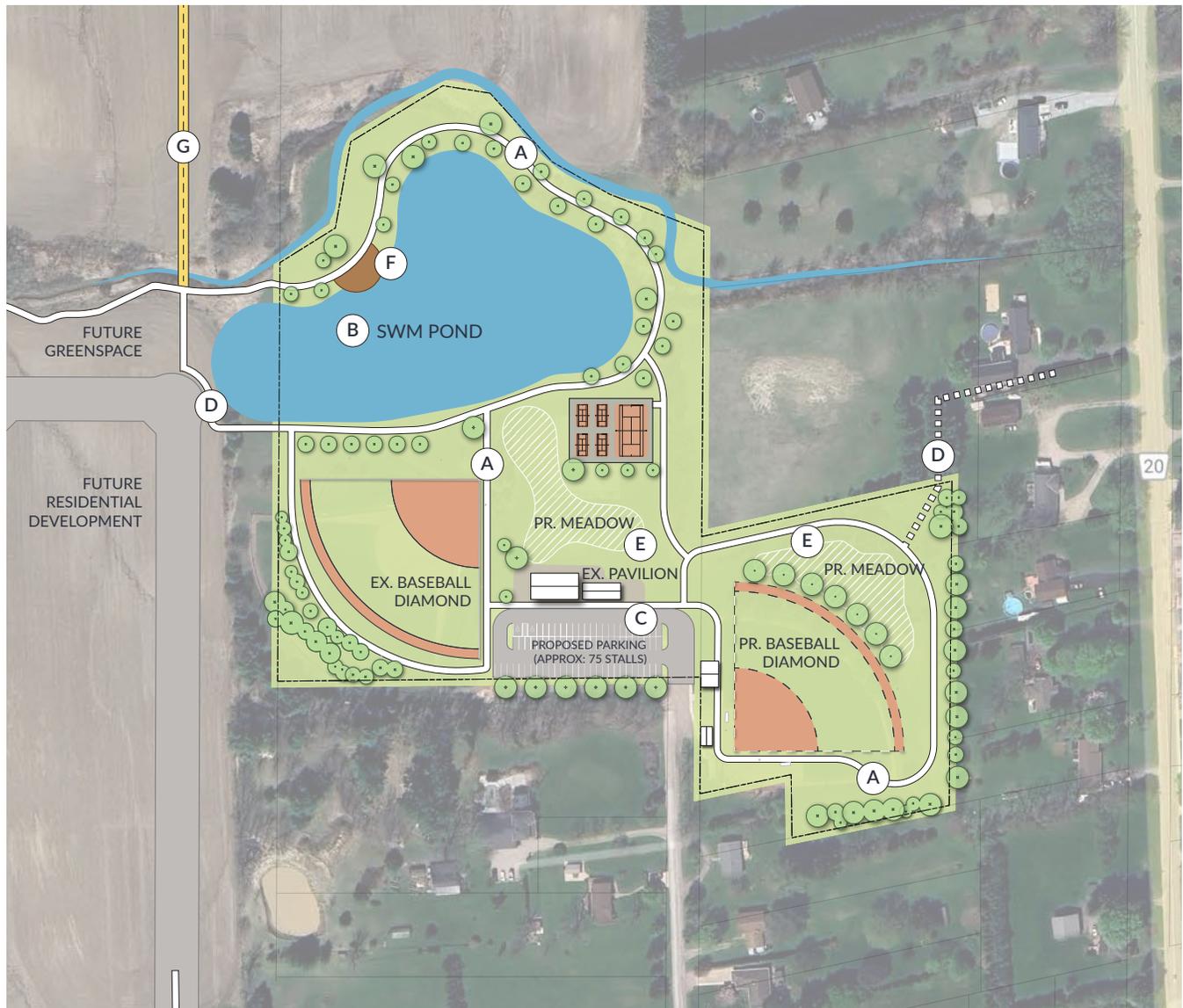




Improvements & Recommendations

- Establish paths to improve access and navigation to park facilities and amenities.
- Establish trails to promote passive recreational around the site.
- Ensure stormwater management pond plans integrate multi-use perimeter path, in a safe and desirable manner.
- Sport court improvements, to address aging and/or missing infrastructure (e.g., nets, baskets, etc.). Resurfacing should include new lines, to accommodate multi-sport use (e.g., pickleball).
- Formalize parking area to improve circulation (i.e., drop off), maximize parking opportunity, enhance pedestrian safety and promote accessibility.

Figure 35: Fingal Ball Park Improvement Demonstration Plan



- (A) Multi-Use Paths — improving facility access; supporting pedestrian use.
- (B) Stormwater Pond — opportunity to encourage biodiversity; a picturesque setting to complement perimeter trail.
- (C) Parking Lot Improvements — refine footprint and delineate parking stalls.
- (D) Formalized Pedestrian Access — complete with park identification signage, to improve pedestrian connectivity.
- (E) Meadow Planting — ‘no mow’ areas, to promote biodiversity while reducing maintenance costs.
- (F) Lookout — point of interest, complete with rest area.
- (G) Shedden to Fingal Multi-Use Trail Segment

5.2.4 Keystone Complex

Host to many longstanding events — the Shedden Fair, Rosy Rhubarb Festival, and Shedden Truck and Tractor Pull, among others — the Keystone Complex is a focal point of the community. The space appears expansive, with vacant farm fields and residential estates in the vicinity however, ongoing development will see the grounds surrounded by mid- to high-density residential use in the near future.



Inventory

- Keystone Complex (Community Hall & Library)
- Basketball court
- Baseball diamond, lit
- Seasonal washroom
- Storage shed
- Pavilion
- Playground
- Tractor pull lane
- Horse riding ring
- Asphalt parking lot



Site Observations, Conditions

- Generally, facilities in good condition.
- Facility alignment could be improved, to promote use, safety and sight lines.
- Open, exposed landscape with minimal protection from elements (e.g., lack of vegetation, built forms).
- Baseball diamond falling into disrepair.

Address

35921 Talbot Line, Shedden, ON N0L 2E0

Facility Condition — Improvement Need



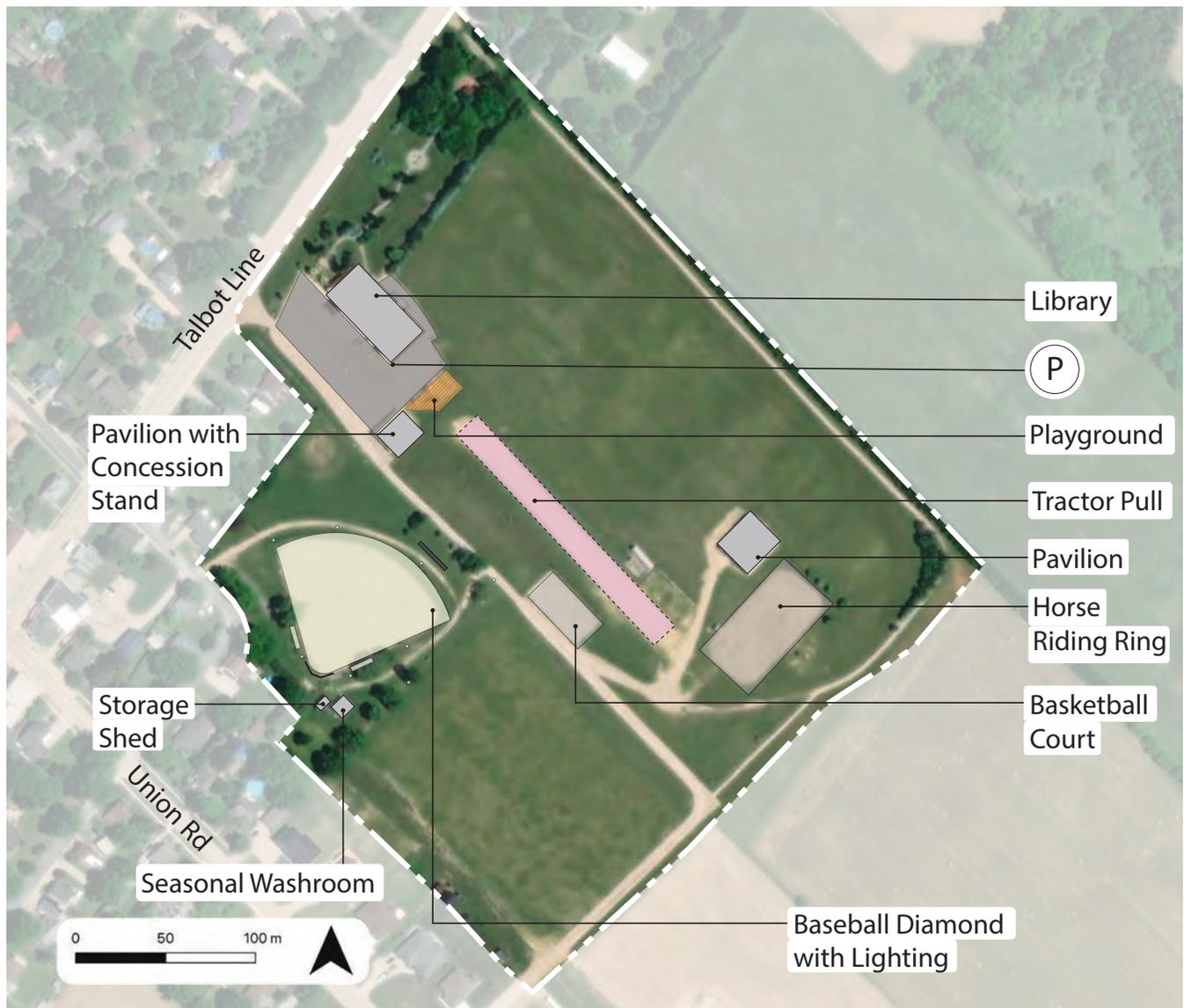
Keystone Complex and basketball court (above), fairground infrastructure and pavilion (centre), playground (below).



Other Considerations

- New residential development to the southeast will alter context, access and use; site will appear smaller, more defined.
- Additional residential development anticipated to the east.
- Shedden to Fingal trail connection opportunity.
- With increased development pressures in Shedden, some proponents would prefer to see the south most corner re envisioned as residential development.

Figure 36: Keystone Complex Inventory Mapping — Existing Condition





Improvements & Recommendations

- Engage with primary event organizers to investigate options to realign fairground infrastructure, to improve space use, access and safety.
- Add perimeter pathway, to improve access and support passive use.
- Ensure safe, direct pedestrian access to new residential development.
- Add vegetation (i.e., planting, a mix of native trees, shrubs, and perennials) throughout to mitigate noise complaints and exposure to elements.
- Formalize pedestrian access from John St/Waugh St.
- As playground and court facilities near end of lifespan, relocate out of direct path of travel (i.e., create buffer between play and parking environments).
- Maintain park extents — development on existing greenspace is not recommended at this time.

Figure 37: Keystone Complex Improvement Demonstration Plan



- (A) Open Lawn & Events Field — to support community-wide events.
- (B) Multi-Sport Court
- (C) Multi-Use Perimeter Path — accepts controlled vehicular access to support maintenance and event setup.
- (D) Plaza — paved plaza area, to support gatherings and events.
- (E) Formalized Pedestrian Access — complete with park identification signage, to improve pedestrian connectivity.
- (F) Playground
- (G) Buffer Planting — to add shade, reduce elemental exposure and improve aesthetics

- (H) Splash Pad
- (I) Shedden to Fingal Multi-Use Trail Segment
- (J) Temporary Trailer Parking — to support event setup, circulation.
- (K) Alternative Tractor Pull Area
- (L) Primary Tractor Pull Area
- (M) Existing Plaza - to remain until end of useful life

5.2.5 Talbotville Optimist Heritage Park

Though not a new park, the Talbotville Optimist Heritage Park has undergone changes over recent years, in the wake of residential development. As adjacent parcels (some of which were once parkland) have been developed, and incremental development has occurred on site, site circulation and facility siting has suffered.



Inventory

- Basketball (half) court
- Baseball diamond, lit
- Seasonal washroom
- Pavilion
- Playground
- Swing sets (x2)
- Soccer field
- Gravel parking lot



Site Observations, Conditions

- Washroom facilities could be improved, updated.
- Swing set placement (i.e., behind soccer goalpost) poses safety concerns.
- Open, exposed landscape with minimal protection from elements (e.g., lack of vegetation, built forms).
- Pavilion abutts parking environment, without physical or visual buffer.

Address

116 Optimist Dr, Talbotville, ON N5P 3T2

Facility Condition – Improvement Need



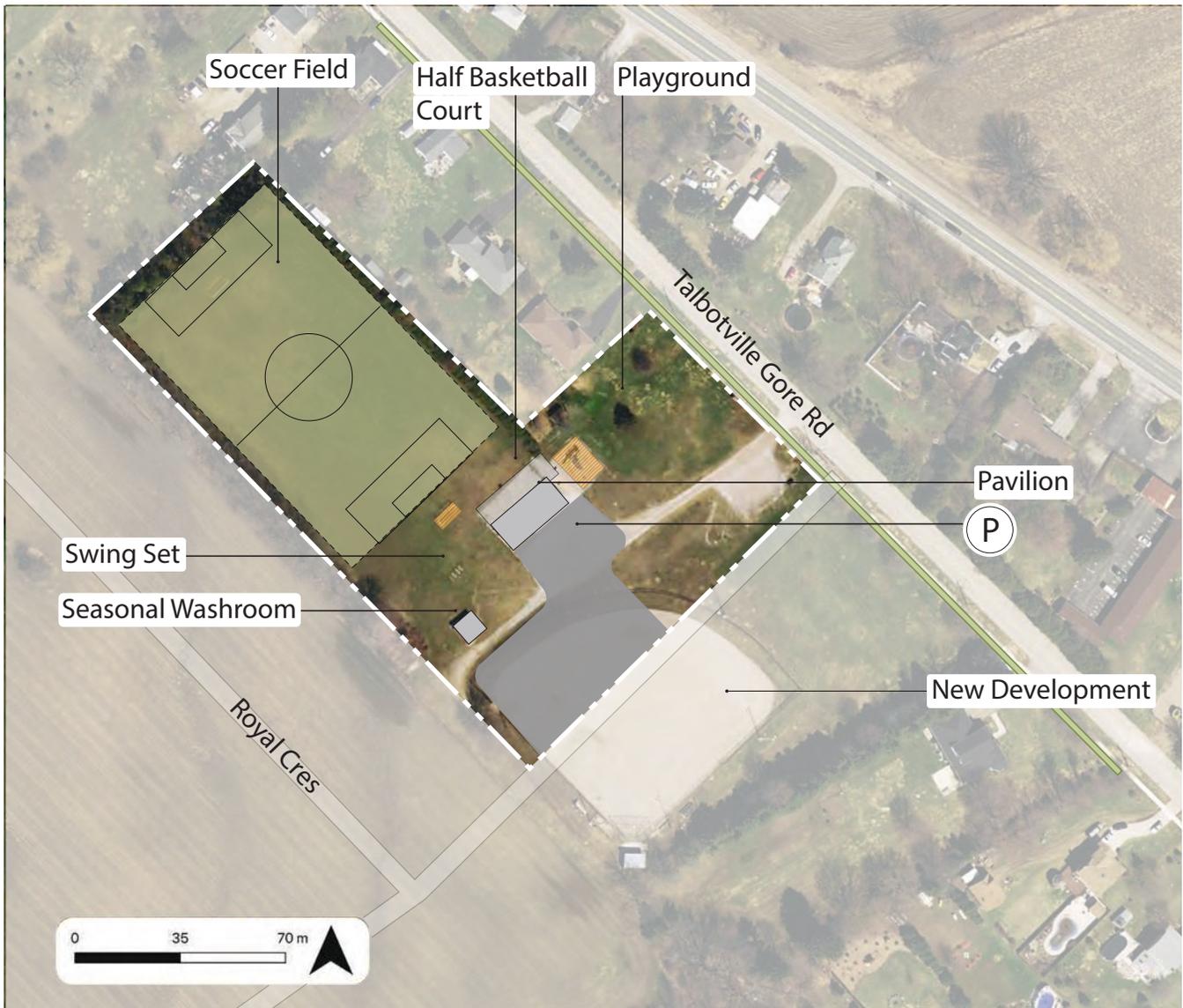
Park identification signage (above), fairground infrastructure and pavilion (centre), playground (below).



Other Considerations

- Recent residential development around the park has prompted the park to get smaller in size and access has changed (i.e., some facilities are no longer sited appropriately, based on new bounds).

Figure 38: Talbotville Optimist Heritage Park Inventory Mapping — Existing Condition





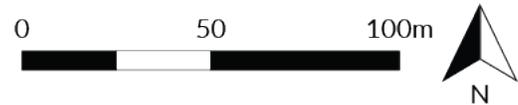
Improvements & Recommendations

- Add new pathway, to improve connectivity and passive use of the space.
- Create visual separation between parking environment and pavilion area.
- Remove swing set; relocate to playground facility area.
- Add buffer (e.g., planting, mix of native trees, shrubs, and perennials) between soccer field and pavilion/lawn space.
- Reconfigure and formalize parking area to improve circulation (i.e., drop off) and maximize parking opportunity.

Figure 39: Talbotville Optimist Heritage Park Improvement Demonstration Plan



- Ⓐ Soccer Field — to accommodate one 11x11, or two 9x9 pitches.
- Ⓑ Parking Lot Improvements — reduce footprint, reconfigure stalls.
- Ⓒ Buffer Planting — to add shade, reduce exposure to elements (i.e., wind), and improve aesthetic.
- Ⓓ Playground



5.2.6 Talbotville Optimist Sports Park

Recently developed, the Talbotville Optimist Sports Park is well equipped for both soccer and baseball programming.



Inventory

- Baseball diamond, lit
- Seasonal washroom
- Storage shed
- Soccer fields (x2)
- Pavilion
- Playground
- Gravel parking lot
- Pedestrian walking path



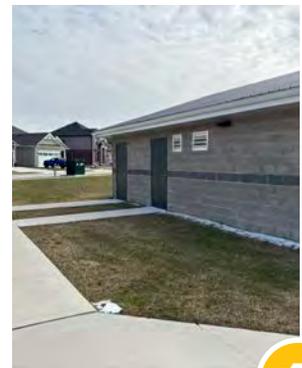
Site Observations, Conditions

- Generally, facilities in good condition.
- Open, exposed landscape with minimal protection from elements (e.g., lack of vegetation, built forms).
- Perimeter pathway lacks formality; not inherently inviting for pedestrian use.
- Lack of seating around sports facilities.
- Large open lawn areas appear underutilized.
- Gravel parking lot lacks organization and circulation control.
- Playground is very close to parking environment, posing safety concerns.

Address

51 Optimist Dr, Talbotville, ON N5P 3T2

Facility Condition – Improvement Need



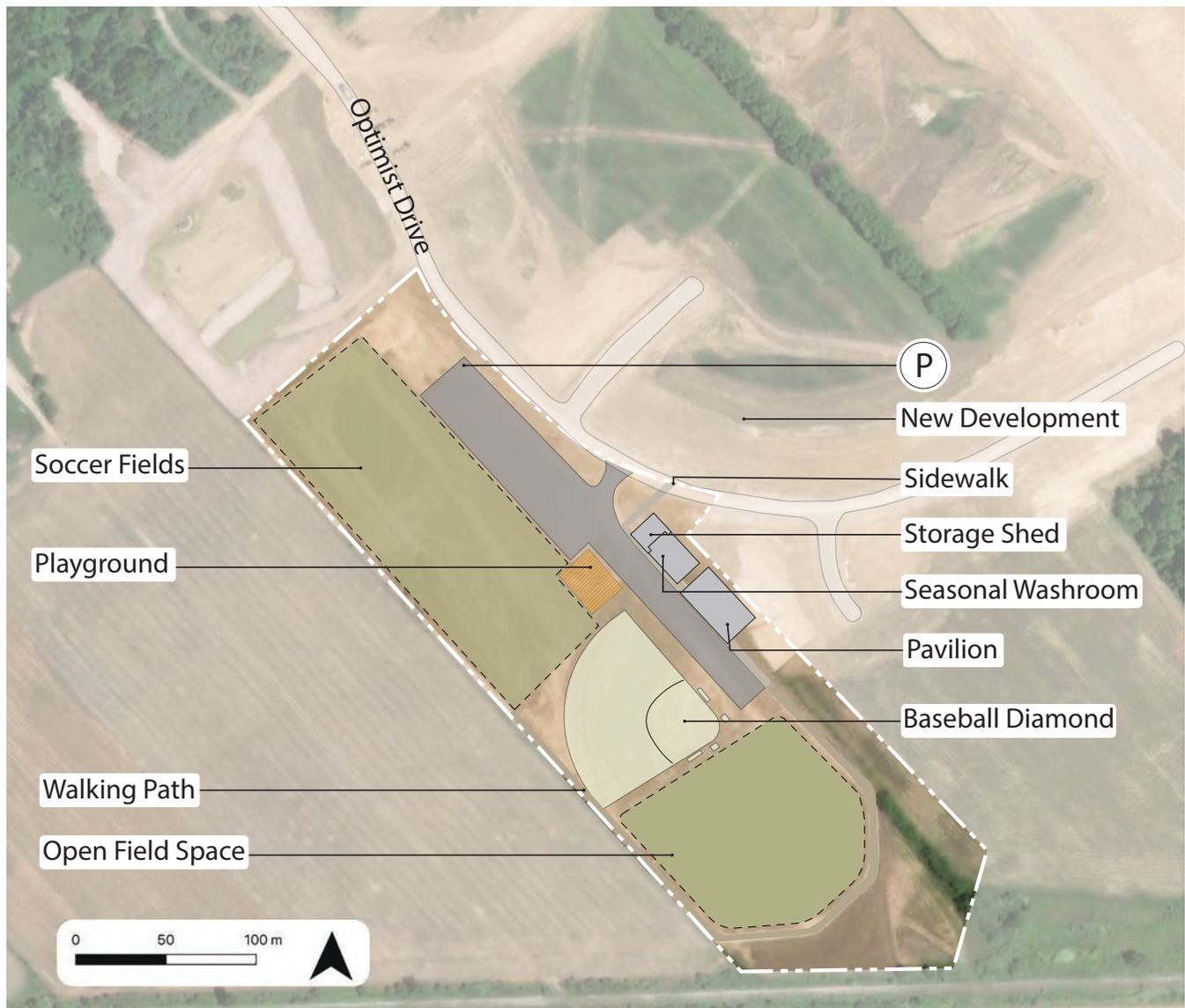
Parking environment , seasonal washrooms (above), playground and picnic area (centre), pavilion (below).



Other Considerations

- Original park development plans suggest provision of additional soccer field(s) and baseball diamond on site; opportunity to reorient these facilities to adhere to best practice (e.g., baseball diamond configuration to reduce afternoon glare).
- Significant residential development in the area; opportunity to support passive, family-oriented recreation.

Figure 40: Talbotville Optimist Sports Park Inventory Mapping — **Existing Condition**





Improvements & Recommendations

- Improve perimeter pathway, to improve access and support passive use.
- Ensure safe, direct pedestrian access to new residential development.
- Add vegetation (i.e., planting, a mix of native trees, shrubs, and perennials) throughout to mitigate exposure to elements.
- Ensure accessible playground facility can be accessed via an accessible pathway.
- Add buffer (e.g., planting) between playground and parking facility, to improve safety.
- Formalize parking area to improve circulation (i.e., drop off) and maximize parking opportunity.
- Continue to monitor demand for additional soccer field, baseball diamond.

Figure 41: Talbotville Optimist Sports Park Improvement Demonstration Plan



- Ⓐ Soccer Field — to accommodate one 11x11, or two 9x9 pitches.
- Ⓑ Buffer Planting — to add shade, reduce exposure to elements (i.e., wind), and improve aesthetic.
- Ⓒ Baseball Diamond — add new diamond, facing NE to improve playability (i.e., reduce sun interference).
- Ⓓ Parking Lot Improvements — reduce footprint, reconfigure stalls; add vegetated medians.



- Ⓔ Existing Multi-Use Perimeter Path — extend where necessary, to ensure access to park facilities.

6.0 Recreational Trails

6.1 Overview & Classification

Trails are valuable outdoor amenities, supporting many community user groups — pedestrians and dog-walkers, hikers, runners, and cyclists, to name a few — and providing means to access, explore and connect with nature. Furthermore, trails can also act as key components in the Township’s active transportation network, enhancing community connectivity and encouraging healthy, active lifestyles amongst residents.

6.1.1 Existing Trails

Currently, the Township’s trail infrastructure is limited to pedestrian-oriented paths (e.g., unpaved, limestone screenings and/or concrete sidewalks) found in existing Township parks and open spaces (refer to 5.2 Existing Park Inventories & Needs Assessment on page 87 for more information). While these existing trail segments service park users (i.e., providing access between outdoor recreation facilities), there is opportunity to enhance the Township’s trail system, to improve safety and access, enhance the visitor experience, and address gaps in connectivity which have formed through years of incremental development.

6.1.2 Trail Classification

Trails should be built and maintained to a standard — establishing a trail standard and trail classification is the first step in proper risk management. It is important the standard be reviewed, to ensure it reflects what is manageable and sustainable with respect to operational and fiscal realities. Next, it must be adopted, to ensure continued compliance.

Consistency is important for trail users. With an abundance of trails, municipal and others, in the area, it is recommended that the Township establish and adopt a trail standard that is in line with other jurisdictions, with regard to trail classifications, trail specifications, risk management, and maintenance.

OTC Trail Classification

The Ontario Trails Council (OTC) has produced a trail classification, aimed at trail managers, land managers, trail designers/builders, user groups that manage trails (i.e., ATV, XC ski, MTB), and insurance providers. According to the OTC, the intention of the document is to:

- Organize and categorize existing recreation trails and future trail development,
- Articulate the trail parameters for each trail class level,
- Introduce base level standard of service expected for each trail class, and
- Support and complement trail risk management training and best practice documents.

The OTC Trail Classification has been attached as an appendix item, to be used at the discretion of the Township.



Recommendation

- Establish and adopt a trail standard that is in line with other jurisdictions, with regard to trail classifications, trail specifications, risk management, and maintenance.

6.1.3 Recommended Trail Development Standards

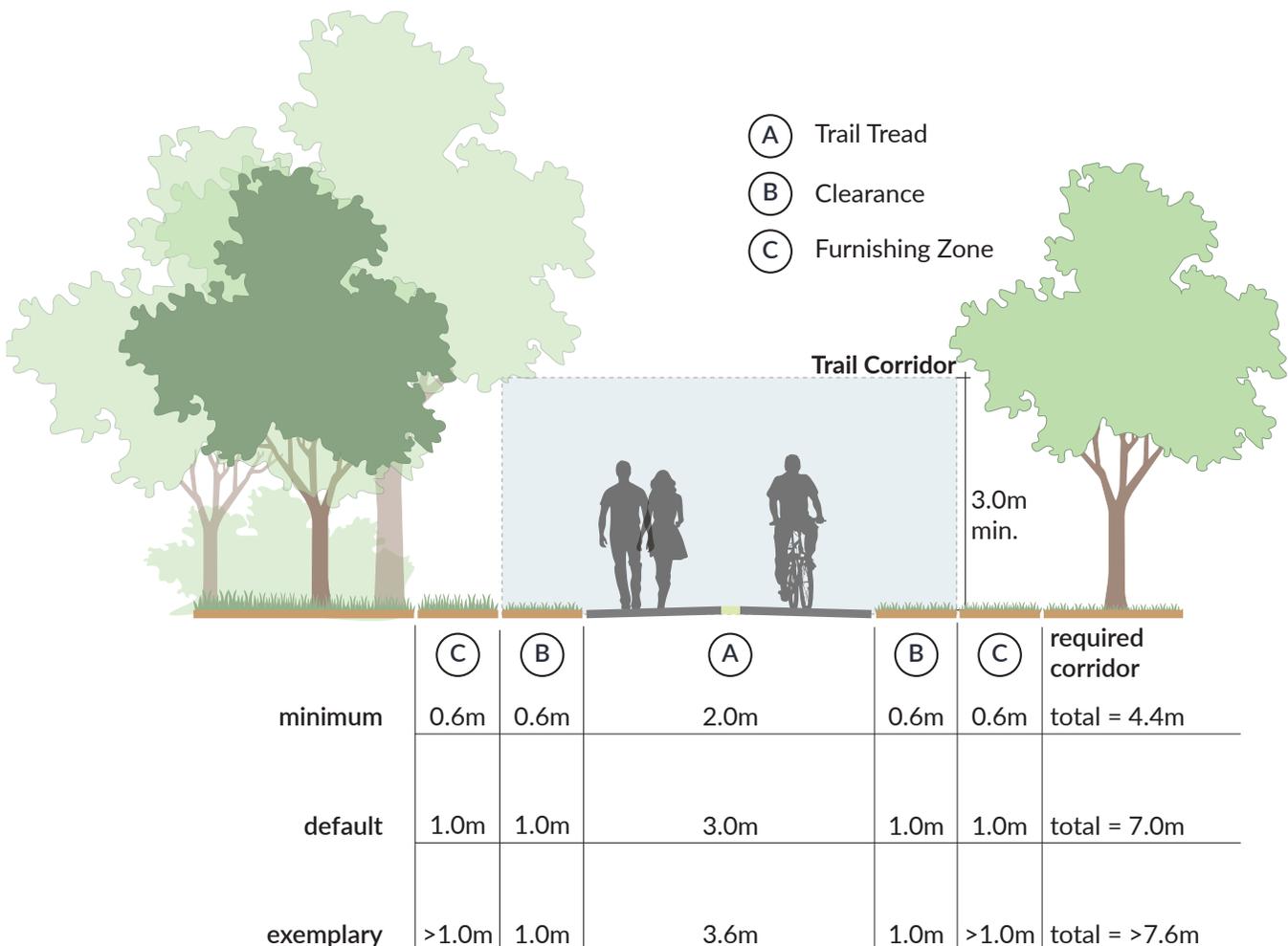
Trail development standards should reflect the adopted trail classification and vice versa. In alignment with the OTC Trail Classification and industry best practices, the following illustrations depict trail development standards recommended for use in the Township.

Category 1 (Developed) Trail

Often described as urban multi-use paths or rail trails, these non-motorized paths are important active transportation thoroughfares, connecting parks, destinations, and neighbourhoods throughout a community.

Trail tread should be constructed of a hardened or compacted surface, such as asphalt, concrete or stone dust; typical dimensioning is demonstrated in the illustration below.

Figure 42: Category 1 (Developed) Trail Development Standard Illustration

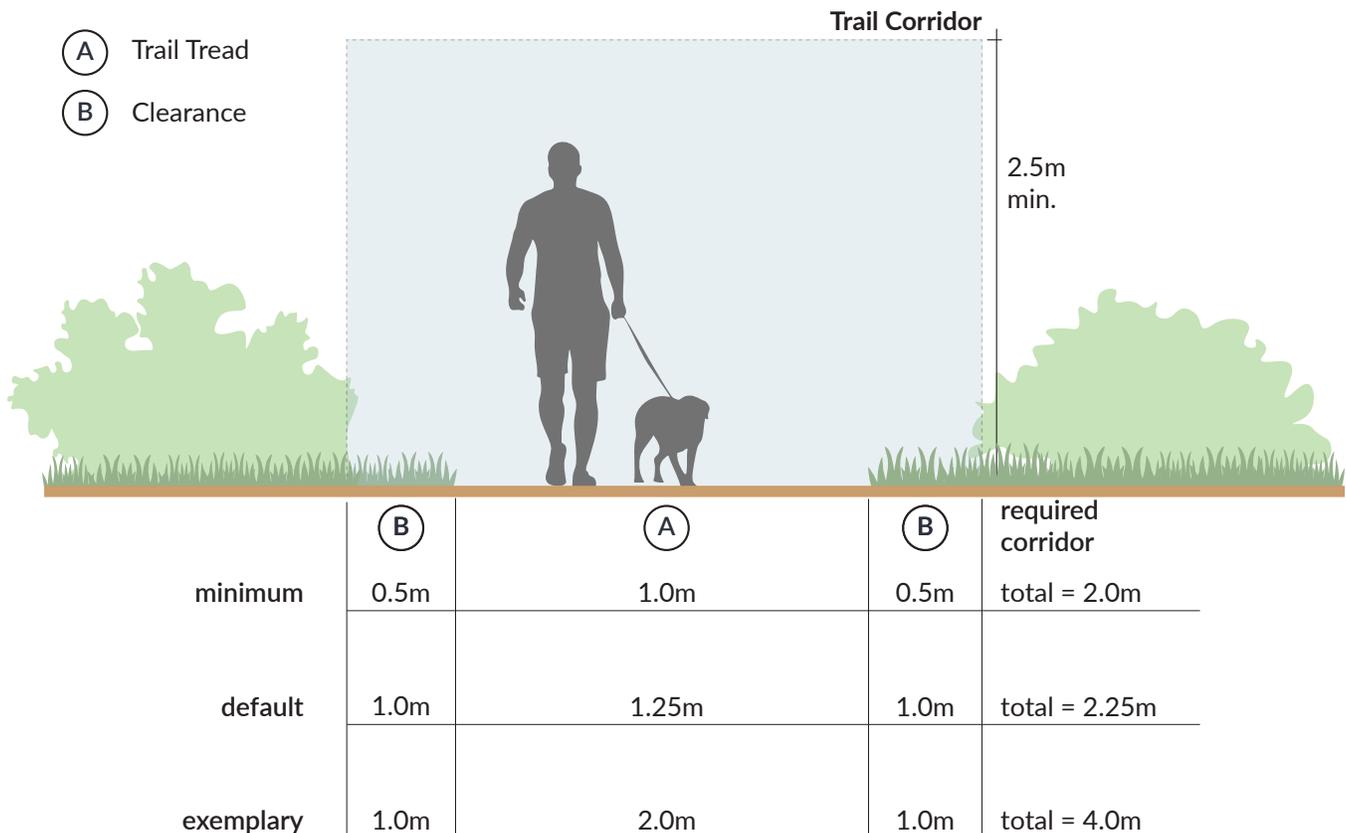


Category 2 (Semi-Developed) Trail

Often described as urban, natural environment or wilderness-based multi-use paths or rail trails, these non-motorized paths often service park amenities, facilitate local connections, and feed into Category 1 (Developed) Trails, where possible.

Trail tread should be constructed of a compacted surface, such as stone dust or compacted earth; typical dimensioning is demonstrated in the illustration below.

Figure 43: Category 2 (Semi-Developed) Trail Development Standard Illustration

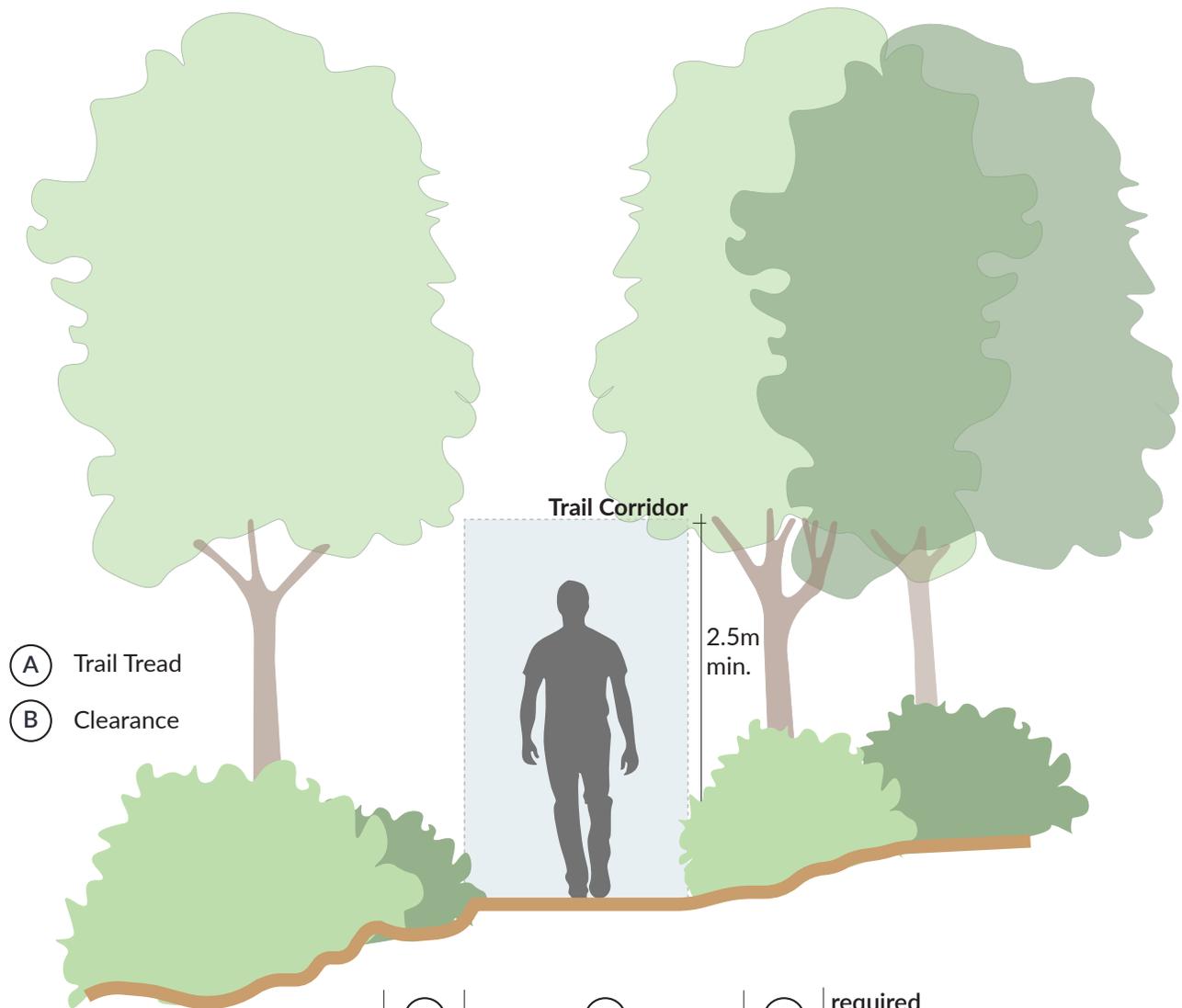


Category 3 (Single Track) Trail

Often described as single track or hiking trails, these non-motorized paths situated in natural settings offer opportunities to access, explore and connect with nature.

Trail tread should consist of a natural surface, such as compacted earth; typical dimensioning is demonstrated in the illustration below.

Figure 44: Category 3 (Single Track) Trail Development Standard Illustration



	(B)	(A)	(B)	required corridor
minimum	0m	0.25m	0m	total = 0.25m
default	0.5m	1m	0.5m	total = 2.0m

6.2 Opportunities Assessment

As Southwold continues to grow and develop, it is critical that the Township continue to seek and assess opportunities to develop new trails, and improve and connect existing trail segments — to enhance community connectivity and encourage healthy, active lifestyles amongst residents. Further, as per the Township of Southwold Official Plan (Township of Southwold, 2021), connectivity of neighbourhoods is required through recreational spaces, parks, **trails**, sidewalk and other active transportation linkages where feasible.

6.2.1 Shedden to Fingal Multi-Use Trail

The Township, in collaboration with the Lower Thames Valley Conservation Authority (LTVCA), has identified an exciting opportunity to connect the settlement areas of Shedden and Fingal via **Category 1 (Developed) Trail**. As illustrated in the figure below, the proposed trail would begin at the Keystone Complex and traverse a new residential development before entering Corsely Park. From here, the proposed trail would cross Union Road (i.e., via formalized pedestrian crossing), providing access to the site of a future conservation area, to be owned and operated by the LTVCA. Although trail alignment and staging area siting is yet to be determined for the property, ongoing conversations suggest that future infrastructure would offer trail users unencumbered access through the site to the next Township-managed segment situated on the southeast side of the property. The proposed trail would then span two right-of-ways (i.e., to be acquired, owned and operated by the Township), one on either side of McDiarmid Line, before reaching Fingal Ball Park.

The Shedden to Fingal Multi-Use Trail, approximately 3.1km in length (i.e., excluding LTVCA owned/operated segments, supplementary access from adjacent residential development, etc.), has potential to provide an estimated 1000+ residents with safe and desirable access to all three of Southwold's park sites located in Shedden and Fingal (i.e., Keystone Complex, Corsley Park, and Fingall Ball Park) as well as the facilities and amenities located within (e.g., community centre and library, sporting venues, etc.).



Recommendations

- The Township should take appropriate steps, to see the Shedden to Fingal Multi-Use Trail come to fruition.
- Continue working with key interest groups (i.e., LTVCA, adjacent landowners, etc.) to foster strong working relationships and identify common goals, opportunities and challenges.
- Establish formal agreements with appropriate landowners, to ensure the trail can continue to exist and be used in perpetuity.

Figure 45: Shedden to Fingal Multi-Use Trail Demonstration Plan



- Proposed Multi-Use Trail Segment
- Multi-Use Trail Connection Opportunity*
- Proposed Sidewalk Connection
- Proposed Access to Conservation Area*
- Existing Staging Environment
- Proposed Staging Environment
- Proposed Pedestrian Crossing
- Area to Accept Future Stormwater Management Pond



- (A) Keystone Complex
- (B) Corsley Park
- (C) New Residential Development
- (D) Future LTVCA Conservation Area
- (E) Future Township-owned Right of Way
- (F) Future Township-owned Right of Way
- (G) Fingal Ball Park

*LTVCA to confirm alignment.

Figure 46: Shedden to Fingal Multi-Use Trail Demonstration Plan, Enlargement A



- Proposed Multi-Use Trail Segment
- Multi-Use Trail Connection Opportunity*
- Proposed Sidewalk Connection
- Proposed Access to Conservation Area*
- Existing Staging Environment
- Proposed Staging Environment
- Proposed Pedestrian Crossing
- Area to Accept Future Stormwater Management Pond



- (A) Keystone Complex
- (B) Corsley Park
- (C) New Residential Development
- (D) Five Maples Conservation Area
- (E) Future Township-owned Right of Way
- (F) Future Township-owned Right of Way
- (G) Fingal Ball Park

*Alignment to be confirmed by LTVCA.

6.2.2 Talbotville to Ferndale Connection

Across the Township, another connection opportunity has been identified between the settlement areas of Talbotville and Ferndale. As illustrated in the figure below, the proposed route would be comprised of **Category 1 (Developed) Trail** and sidewalk segments. Beginning at Talbotville Optimist Heritage Park, the proposed route would travel along the existing Talbotville Meadows (i.e., developer-built) trail, then along a new trail segment before reaching Talbotville Optimist Sports Park. From here, the proposed route would cross a former rail line (i.e., alignment, permissions, etc. to be confirmed), eventually meeting the existing trail network at Deer Ridge Conservation Area, courtesy of Kettle Creek Conservation Authority. Once through the adjacent residential neighbourhood, a collaborative effort between the Township and the City of St. Thomas would be necessary, to establish a trail parallel to Major Road — sections of which would span municipal boundaries. Existing sidewalks in Ferndale would support users in reaching Ferndale Community Park. The Talbotville to Ferndale Connection, approximately 6.0km in length (i.e., excluding KCCA owned/operated segments), has potential to provide residents of the area with safe and desirable access to several park sites located in Talbotville and Ferndale (i.e., Talbotville Optimist Heritage Park, Talbotville Optimist Sports Park, Deer Ridge Conservation Area, Ferndale Community Park), as well as amenities found nearby in the adjacent residential development(s) of neighbouring Municipality of Central Elgin.



Recommendations

- The Township should take appropriate steps, to see the Talbotville to Ferndale Connection come to fruition.
- Continue working with key interest groups (i.e., KCCA, City of St. Thomas, private developers, adjacent landowners, etc.) to foster strong working relationships and identify common goals, opportunities and challenges.
- Establish formal agreements with appropriate landowners, to ensure the connection can continue to exist and be used in perpetuity.

Figure 47: Talbotville to Ferndale Connection Demonstration Plan



-  Proposed Multi-Use Trail Segment*
-  Multi-Use Trail Connection Opportunity*
-  Proposed Sidewalk Connection
-  Proposed Access to Conservation Area*
-  Existing Staging Environment
-  Proposed Staging Environment
-  Proposed Pedestrian Crossing



-  (A) Talbotville Optimist Sports Park
-  (B) Talbotville Optimist Heritage Park
-  (C) Ferndale Community Park

*Alignment to be confirmed by appropriate agencies (i.e., KCCA, Municipality of Central Elgin, etc.).

7.0 References

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Appendix A

Trail Classification

Ontario Trail Council, 2020

Ontario Trails Council Trail Policy Outline re: Risk Management

Intention of document:

1. To organize and categorize existing recreation trails and future trail development
2. to articulate the trail parameters for each trail class level;
3. introduce base level standard of service expected for each trail class;
4. support and complement trail risk management training and best practice document.

Intended Audience: Trail manager, land manager, trail designer/builder, user groups that manage trails (i.e. ATV, XC ski, MTB), insurance providers

TRAIL CATEGORIZATION BY TYPE

Parameter Sub-class	Category 1 Developed	Category 2 Semi-developed	Category 3 Single Track	Category 4 Undeveloped
Sample image				
Type described as	Urban multi use path; non motorized; rail trail	Urban, natural env or wilderness multi use path with constructed tread; rail trail; reclaimed roadway; motor or non; (inc groomed xc ski trail and sno-mo trail in winter)	Single track width, developed or semi-developed trail in natural env or wilderness; hike, bike, horse, atv/moto; motor or non; (inc xc ski trail in winter, groomed or non)	Undeveloped natural environment pathway; or wilderness or backcountry trail, path or portage; unmaintained or low level maintenance; includes unauthorized pathways in populated areas
Corridor	Typically +1m either side tread, 3m tall	Typically 0.5m either side tread, 2.5m tall	Typically 0m either side tread, 2.5m tall	Variable
Tread	2+m wide or wider, hardened (asphalt,	1+m wide or wider, aggregate soft surface,	0.25-1m wide singletrack, natural surface	Unsurfaced natural environment

	concrete or stone dust) or compacted surface	natural or compacted surface			
Surface obstruction	Hardened surface cracks and bumps; minimal effect on user	Variable natural or compacted loose surface; minimal obstruction	Roots, rocks, variable surface	Rough surface	
Maintenance effort	Commensurate with volume of use: High for high traffic trails, lower for low traffic trails	Seasonal as needed; commensurate with volume of use; maintenance of tread surface and corridor	Seasonal as needed; commensurate with volume of use to low maintenance; minimal to no maintenance of tread surface and corridor	No maintenance of tread; low to no maintenance of corridor	
Risk mitigation effort	Commensurate with volume of use and proximity to population; commensurate with severity of emergent hazard	Commensurate with volume and type of use and proximity to population; commensurate with severity of emergent hazard	Commensurate with volume and type of use and proximity to population; commensurate with severity of emergent hazard; low effort for wilderness environment	Low to no effort	
Inspection interval (regular visual inspection)	Commensurate with volume of use and proximity to population; approximately monthly (when open) for high volume/close proximity trails; approx. seasonal for low volume/distant trails	Commensurate with volume of use and proximity to population; approximately monthly (when open) for high volume/close proximity trails; approx. annual for low volume/distant trails	Annual	No	
Hazard marking	Yes i.e. road crossing signs, warning signs	Yes in close proximity to population; little to no otherwise	No	No	
Difficulty rating	Suitable for all permitted users	Close proximity to population suitable for all permitted users; natural env or wilderness may	May have difficulty rating for intended activity or no rating	May have difficulty rating for intended activity or no rating	

Installed features (where they exist i.e. bridge, trailhead, parking)	Engineered	have difficulty rating for intended activity	Rustic, minimalist construction	Minimalist construction to no
AODA compliance considerations	Yes, consideration required	Engineered when or where warranted; otherwise overbuilt for intended use Yes in close proximity to population, otherwise no in wilderness or designated use (i.e. ATV trail, xc ski trail)	No	No

MINIMUM SIGNAGE STANDARD

Uniform/standardized expectations for signage/markings of recreation trails in Ontario

Trailhead/map/online information required of Type 1,2,3:

1. Recreation trail label/designation and trail classification (as per this document)
2. Targeted user group with expected average grade, maximum grade, and cross slope grade (or difficulty rating, if applicable to activity)
3. Designate authorized/unauthorized users
4. Users assume all risks as per Occupiers' Liability Act RSO 1990
5. 911 address or emergency contact info

Hazard marking and waymarks: standardized ISO compliant warning icon for road crossing, cliff edge, steep up/down, merging traffic (to be determined)

DEFINITION OF TERMS

1. Trail: a general term applied to a track, route or pathway
 - a. Recreation trail: a category of trails with recognition under the Occupiers' Liability Act RSO 1990 and AODA, where the intended purpose of use is for recreation and/or travel that is not upon an automobile roadway
 - b. Wilderness or backcountry trail: a trail removed from population centres, often with minimal infrastructure and time-delayed access to emergency response

- c. Natural environment trail: a trail traveling through forested or agricultural zones, either within urban areas or in close proximity to population centres; improved access to emergency response relative to a wilderness/backcountry trail
 - d. Specific use trail: an AODA designation indicating a trail authorized for a single use type/activity
 - e. Multi use trail: a trail with multiple authorized use types/activities
 - f. Unauthorized trail or pathway: a recreation trail that is user generated and not endorsed or maintained by the occupier/land manager
 - g. Water trail: a recognized waterway route designated for recreational use or travel
2. Corridor: the average or typical width and height of the opening or area through which the recreation trail travels; assumed variation given natural environment and activity type; clear of highly unusual encumbrances for permitted users.
 3. Tread: the ground surface upon which users travel;
 - a. hardened tread (AODA defines hardened as asphalt, concrete or stone dust),
 - b. compacted tread (soil stabilizers, aggregate and mineral)
 - c. natural tread (insitu mineral or no treatment)
 4. Visual inspection: a regular process of visually identifying emergent safety hazards (to all potential users) on a defined section of trail
 5. Technical inspection: process of assessing the integrity of trail subsurface, tread, drainage, corridor, and infrastructure (i.e. gate, fence, bridge); often requires specific technical training or credentials
 6. Volume of use: relative to other trails in the management jurisdiction; a spectrum or grouping of trails from highest use/volume to lowest use/volume

REFERENCES:

Ontario Trails Act: <https://www.ontario.ca/laws/statute/16o08>
 Occupiers' Liability Act: <https://www.ontario.ca/laws/statute/90o02>
 AODA trail requirements and exceptions: <https://www.ontario.ca/laws/regulation/110191#BK92>
 Book 18 Cycling Facilities; Ontario Traffic Manual
[http://www.rqgsb.mto.gov.on.ca/techpubs/eps.nsf/0/825810eb3ddd203385257d4a0063d934/\\$FILE/Ontario%20Traffic%20Manual%20-%20Book%2018.pdf](http://www.rqgsb.mto.gov.on.ca/techpubs/eps.nsf/0/825810eb3ddd203385257d4a0063d934/$FILE/Ontario%20Traffic%20Manual%20-%20Book%2018.pdf)

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Appendix B

Example Policy, Pedestrian Crossings and Hiking Trail Crossings on County Roads

County of Renfrew, 2021

Corporate Policies & Procedures			
SECTION: Operations	AUTHOR: Director of Public Works and Engineering		POLICY #: PW-14
POLICY: Pedestrian Crossings and Hiking Trail Crossings on County Roads			APPROVED:
DATE: May 2010	REV. DATE: February 2021	COVERAGE: Public Works and Engineering Department	PAGE #: Page 1 of 6

POLICY STATEMENT

The County of Renfrew as a road authority, has a need to ensure that any Pedestrian Crossing or Hiking Trail Crossing on a County Road is consistent with the Department’s primary objective of providing and maintaining a safe road system.

BACKGROUND

The County of Renfrew, as the road authority having jurisdiction over County Roads, may make and enforce by-laws and policies pertaining to those items that may be placed within the road allowance.

1. The Municipal Act, 2001 in Section 11 permits a municipality to pass by-laws pertaining to the public assets of the Municipality for the purpose of exercising its authority under the Act, and to pass by-laws pertaining to highways.
2. The Municipal Act, 2001 in Section 55 indicates that where a sidewalk is located on a highway that falls under the jurisdiction of an upper-tier municipality, the responsibility for the construction and maintenance of the sidewalk shall be the responsibility of the local municipality.
3. The Ontario Traffic Manual Book 15 (Pedestrian Crossing Treatments) provides guidance for the installation of various roadway crossing treatments consistent with the Highway Traffic Act and Provincial standards.

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4. Local municipalities, as well as the County of Renfrew, have an extensive network of Pedestrian and Off-Road Trails which cross high-speed, high-volume County Roadways and must be able to do so safely.

DEFINITIONS

For the purposes of this policy the following definitions shall apply:

“Highway” has the same meaning as provided in the Municipal Act, 2001, Section 1 and pertains only to those highways that fall under the control and jurisdiction of the County of Renfrew.

“Pedestrian Crossing” means that portion of a County Road, designated by by-law of the County of Renfrew, at an intersection or elsewhere, distinctly indicated for pedestrian crossing by signs and signals on the highway and lines or other markings on the surface of the roadway.

“Road Allowance” means the land occupied by the highway.

“Hiking Trail Crossing” means any crossing of a County Road for which the purpose is a connecting trail on both sides of the County Road for which the use is limited to the purpose of hiking or sightseeing by foot. The trail must be for public use and owned and maintained by either the County of Renfrew, a local municipality situated within the County of Renfrew, or a recognized and approved entity within the County of Renfrew.

Corporate Policies & Procedures			
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PROCEDURES

Pedestrian Crossings

The County of Renfrew may permit the installation of Pedestrian Crossings on County Roads, subject to the following terms and conditions:

1. Requests for the installation of the Pedestrian Crossings shall be submitted by the local municipality in which the pedestrian crossing is requested. The request shall be accompanied by a resolution passed by the local municipal Council supporting the request.
2. Upon receipt of a request from a local municipality for the installation of a Pedestrian Crossing, the County of Renfrew will review the location to determine its suitability for a Pedestrian Crossing.
3. The County of Renfrew will conduct a 12-hour vehicle and pedestrian volume traffic count to determine the volume and nature of the traffic at the location of the proposed Pedestrian Crossing. The County of Renfrew will analyse the data collected from the traffic count to determine whether or not the vehicle and pedestrian volumes satisfy the minimum warrants established for the installation of a Pedestrian Crossing.
4. All Pedestrian Crossings shall meet the requirements of the Ontario Traffic Manual Book 15, Pedestrian Crossing Treatments, as may be applicable at the time of request and installation. The Level and Type of facility installed shall be in accordance with the warrant requirements contained within the Manual, however, Level 2 Type D Pedestrian Crossovers shall not be permitted on County Roads. Durable pavement markings shall be used for

Corporate Policies & Procedures			
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all mid-block Pedestrian Crossovers and at Pedestrian Crossovers at non-signalized intersections.

5. The local municipality requesting the Pedestrian Crossing shall be responsible for all costs associated with the initial installation of the Pedestrian Crossing, including signage and pavement markings associated with the crossing, as well as the replacement of the Pedestrian Crossing. The local municipality will be required to submit a resolution of the local municipal Council agreeing to pay the costs of the installation and replacement.
6. The County of Renfrew shall include the installation of Pedestrian Crossings at all intersections where new Traffic Signals are to be installed. The cost of the Pedestrian Crossing features at these locations shall be borne by the County of Renfrew.
7. The County of Renfrew shall be responsible for the costs associated with the annual operation and maintenance of the Pedestrian Crossing and signage. The local Municipality shall be responsible for the annual pavement markings associated with the crossing.

Hiking Trail Crossing Warning Systems

1. Requests for the installation of Hiking Trail Crossing Warning Systems shall be submitted by the local Municipality in which the trail crossing is requested. The request shall be accompanied by a resolution passed by the local Municipal Council supporting the request and accepting fifty percent (50%) of the total costs of installation. These systems exclude trails used by off-road vehicles and snowmobiles.

Corporate Policies & Procedures			
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2. Upon receipt of a request from a local municipality for the installation of Hiking Trail Crossing Warning Systems, the County of Renfrew will review the location to determine if a Hiking Trail Crossing Warning System is warranted. In general, these systems will only be recommended for locations along rural, high speed roadways where sight lines are substandard. Every effort should be made to locate trail crossings where sight lines meet or exceed best practices and engineering standards for the Province of Ontario.
3. A Hiking Trail Crossing Warning System shall be comprised of appropriate signage to demonstrate the purpose of the trail, as well as a combination of flashing beacons as may be determined to be necessary in order to effectively warn oncoming traffic of the trail crossing.
4. The installation of a Trail Crossing Warning System as well as any future replacement of the system shall be cost shared by the County of Renfrew and local Municipality or Entity at a fifty percent (50%) split. Costs to be shared include all equipment, signage, and third-party costs associated with the installation or replacement. Internal staff time will not be cost shared.
5. If at anytime during the service life of the system, the Hiking Trail Crossing is closed, the County shall remove and retain the system for use at a future location.
6. The County of Renfrew shall be responsible for the costs associated with the annual operation and maintenance of the Hiking Trail Crossing Warning System including troubleshooting equipment issues and repair or replacement of damaged signage.

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APPROVALS

The installation of new Pedestrian Crossings and Hiking Trail Crossing Warning Systems on County Roads shall be approved by the appropriate Committee of County Council and authorized by the passing of a By-law by County Council.

Appendix C

Suggested Capital Project Listing

pl.ural, 2025

Corsley Park Estimated Costs

1	Section	Item	Description	Unit	Quantity	Unit Price	Total
1.1	Parking Lot Improvements	Excavation and Grading	Regular material incl. disposal off-site (50 ± m³)	m³	50	\$ 25.00	\$ 1,250.00
		Granulars	Supply and Place 100mm Granular A	tonne	858	\$ 35.00	\$ 30,030.00
						Subtotal	\$ 31,280.00
1.2	Accessible Playground	Excavation and Grading	Regular material incl. disposal off-site	m³	31.5	\$ 25.00	\$ 787.50
		Sidewalks	Supply and Place 1.5m Sidewalk (12.5mm concrete, 150mm Gran. A)	sq.m	105	\$ 75.00	\$ 7,875.00
		Restoration	150mm Topsoil and Sod	sq.m	189	\$ 25.00	\$ 4,725.00
						Subtotal	\$ 13,387.50
1.3	Multi-Use Path	Excavation and Grading	Regular material incl. disposal off-site	m³	387	\$ 25.00	\$ 9,675.00
		Path	Supply and Place 300mm Gran A	tonne	967.5	\$ 35.00	\$ 33,862.50
		Asphalt Surfacing	Supply and Place 50mm HL3F (Optional)	tonne	177.375	\$ 120.00	\$ 21,285.00
		Topsoil and Seeding	Topsoil and Hydro Seeding	sq.m	2322	\$ 10.00	\$ 23,220.00
						Subtotal	\$ 66,757.50
1.4	Fingal-Shedden Multi-Use Path	Excavation and Grading	Regular material incl. disposal off-site	m³	396	\$ 25.00	\$ 9,900.00
		Path	Supply and Place 300mm Gran A	tonne	851.4	\$ 35.00	\$ 29,799.00
		Asphalt Surfacing	Supply and Place 50mm HL3F	tonne	177.375	\$ 120.00	\$ 21,285.00
		Topsoil and Seeding	Topsoil and Hydro Seeding	sq.m	2322	\$ 10.00	\$ 23,220.00
						Subtotal	\$ 84,204.00
1.5	Pedestrian Crosswalk	PXO	PXO Level 2 Type B (D/C Funded)	l/s	1	\$ 60,000.00	\$ 60,000.00
						Subtotal	\$ 60,000.00
1.6	Subdivision Connection	Excavation and Grading	Regular material incl. disposal off-site	m³	9	\$ 50.00	\$ 450.00
		Culvert Crossing	Supply and Install 1.2m - 52.5mm HDPE Culvert	l/s	1	\$ 10,000.00	\$ 10,000.00
		Sidewalks	Supply and Place 1.5m Sidewalk (12.5mm concrete, 150mm Topsoil and Sod)	sq.m	15	\$ 75.00	\$ 1,125.00
		Restoration	150mm Topsoil and Sod	sq.m	30	\$ 10.00	\$ 300.00
						Subtotal	\$ 11,875.00
1.7	Buffer Plantings	Plantings	Tree and Shrub Plantings	ea	50	\$ 500.00	\$ 25,000.00
						Subtotal	\$ 25,000.00
						Subtotal	\$ 232,504.00
						Contingency, Design Fees (25%)	\$ 58,100.00
						Total	\$ 290,604.00

Ferndale Community Park Estimated Costs

2	Section	Item	Description	Unit	Quantity	Unit Price	Total
2.1	Site Furnishing						
		Site Prep	Excavate, Granular A 300mm, 75mm HL3F	sq.m	20	75 \$	1,500.00
		Benches	Benches for Trail, Swim Pond and Playground	ea	8	1,700.00 \$	13,600.00
			Paved for 3m, Gravel for 4m, Seed for 1m each side after				
						Subtotal	15,100.00
2.2	Pedestrian Circulation Improvements						
		Excavation and Grading	Regular material incl. disposal off-site	sq.m	550	30.00 \$	16,500.00
		Path	Supply and Place 300mm Granular "A"	tonne	1452	35.00 \$	50,820.00
		Asphalt Path (Base)	Supply and Place 50mm HL3F-Optional	tonne		120.00 \$	
		Topsoil and Seeding	Topsoil and Hydro Seeding	sq.m	1,200	9.00 \$	10,800.00
						Subtotal	78,120.00
2.3	Pedestrian Crosswalk						
		PXO	PXO Level 2 Type B - Including supply and installation of all posts signage and line markings Per OTM Book 15 Figure 21, Cost split with County (25%) and Central	//s	1	15,000.00 \$	15,000.00
						Subtotal	15,000.00
2.4	Parking Lot Improvements						
		Excavation and Grading	Regular material incl. disposal off-site (50 ±m³)	cu.m	22	25.00 \$	550.00
		Granulars	Supply and Place Granular A	tonne	50	30.00 \$	1,500.00
						Subtotal	2,050.00
2.5	Vegetation Planting / Clearing						
		Clearing for Trail	Excavator / Wood Chipper or Hauling	//s	1	22500 \$	22,500.00
		Plantings	Tree Planting (50mm cal)	ea	50	500.00 \$	25,000.00
		Plantings	Naturalized Area Plantings and Seeding	sq.m	1650	15.00 \$	24,750.00
						Subtotal	72,250.00
						Subtotal	182,520.00
						Contingency, Design Fees (25%)	45,600.00
						Total	228,120.00

Keystone Complex

4	Section	Item	Description	Unit	Quantity	Unit Price	Total
4.1	Open Lawn and Events Field		Realignment of Tractor Pull Track	L.S.	1	\$ 149,600.00	\$ 149,600.00
						Subtotal	\$ 149,600.00
4.2	Ball Diamond Restoration						
		Topsoil	Removing and resusing existing topsoil	sq.m	3483	\$ 6.15	\$ 21,420.45
		Washington Ball mix	Supply and place (180mm thick)	sq.m	2500	\$ 33.50	\$ 83,750.00
		Drainage System	100mm perforated tile	m	755	\$ 30.00	\$ 22,650.00
			150mm perforated tile	m	155	\$ 29.40	\$ 4,557.00
		Fencing, dugout and backstop	Dugout (2.4mx9.0m) 200mm granular base, 125mm concrete, players bench and complete enclosure including fencing and metal roof deck	each	2	\$ 28,330.00	\$ 56,660.00
			Backstop fence (1.4, 64m)	/s	1	\$ 34,560.00	\$ 34,560.00
			Sideline, infield and outfield fence, 2.4m, with gates	m	300	\$ 231.75	\$ 69,525.00
			Aluminum Spectator Grandstand (3mx4m)	each	2	\$ 6,390.00	\$ 12,780.00
		Riley Sports equipment	Spike plate pitcher mound (SKU:PP)	each	1	\$ 108.00	\$ 108.00
		Riley Sports equipment	Removable home plate (SKU:RHPA)	each	1	\$ 141.00	\$ 141.00
		Riley Sports equipment	Base in ground fixture package (SKU:SYS-K)	each	3	\$ 150.00	\$ 450.00
		Riley Sports equipment	Complete double bag system (SKU:SYS-D)	each	1	\$ 677.00	\$ 677.00
						Subtotal	\$ 307,278.45
4.3	Multi Sport Court						
				L.S.	1	\$ 120,000.00	\$ 120,000.00
						Subtotal	\$ 120,000.00
4.4	Pedestrian Circulation Improvements						
		Excavation and Grading	Regular material incl. disposal off-site	sq.m	600	\$ 22.50	\$ 13,500.00
		Asphalt Path (Base)	300 mm Granular "A" & 75mm HL3F	sq.m	3600	\$ 75.00	\$ 270,000.00
		Topsoil and Seeding	Topsoil and Hydro Seeding	sq.m	2100	\$ 9.00	\$ 18,900.00
		Site Prep for Benches	Excavate, Granular "A" 300mm, 75mm HL3F	sq.m	30	\$ 75	\$ 2,250.00
		Benches	Benches for Trail	ea	12	\$ 1,700.00	\$ 20,400.00
						Subtotal	\$ 325,050.00
4.5	Paved Plaza						
		Concrete	Concrete Plaza for Community Gathering Events			\$ 60,000.00	\$ 60,000.00
						Subtotal	\$ 60,000.00
4.6	Pedestrian Access						
		Sidewalks	Supply and Place 1.5m Sidewalk (125mm concrete,	m ²	15	\$ 75.00	\$ 1,125.00
		Restoration	150mm Topsoil and Sod	m ²	30	\$ 10.00	\$ 300.00
						Subtotal	\$ 1,425.00
4.7	Playground						
		Relocation	Playground and Pavillion relocation	/s	1	\$ 50,000.00	\$ 50,000.00
						Subtotal	\$ 50,000.00
4.8	Buffer Planting						
		Plantings	Tree Planting (50mm cal)	ea	50	\$ 500.00	\$ 25,000.00
		Plantings	Wildflower Seed Mix (prepare seed bed)	sq.m	2310	\$ 15.00	\$ 34,650.00
						Subtotal	\$ 59,650.00
4.9	Splash Pad						
						\$ 200,000.00	\$ 200,000.00
						Subtotal	\$ 200,000.00
4.10	Fingal-Shedden Multi-Use Path						
		Excavation and Grading	Regular material incl. disposal off-site (220 ± m ³)	cu.m	585	\$ 25.00	\$ 14,625.00
		Asphalt Path	Multi-use Path (300 mm Granular "A", 75 mm HL3F	sq.m	1950	\$ 75.00	\$ 146,250.00
		Topsoil and Seeding	Topsoil and Hydro Seeding	sq.m	3510	\$ 10.00	\$ 35,100.00
						Subtotal	\$ 195,975.00
						Subtotal	\$ 1,688,978.45
						Contingency, Design Fees (25%)	\$ 422,244.61
						Total	\$ 2,111,223.06

Talbotville Heritage Park Estimated Costs

5	Section	Item	Description	Unit	Quantity	Unit Price	Total
5.1	Parking Lot Improvements	Excavation and Grading	Excavate topsoil and stockpile onsite (Hauling unacceptable material away)	sq.m	700	2.50 \$	1,750.00
		Grading	Regrade parking lot	sq.m	1850	4.50 \$	8,325.00
		Granular Top coat	Granular "A" Top coat	tonne	460	33.00 \$	15,180.00
						Subtotal	\$ 25,255.00
5.2	Pathways	Excavation and Grading	Regular material incl. disposal off-site	sq.m	450	22.50 \$	10,125.00
		Asphalt Path (Base)	300 mm Granular "A" & 75mm HL3F	sq.m	450	75.00 \$	33,750.00
		Topsoil and Seeding	Topsoil and Hydro Seeding	sq.m	900	9.00 \$	8,100.00
						Subtotal	\$ 51,975.00
5.3	Buffer Plantings	Plantings	Tree Planting (50mm cal)	ea	50	250.00 \$	12,500.00
		Plantings	Wildflower Seed Mix (prepare seed bed)	sq.m	1200	15.00 \$	18,000.00
						Subtotal	\$ 30,500.00
					Subtotal	\$	107,730.00
					Contingency, Design Fees (25%)	\$	26,932.50
					Total	\$	134,662.50

Talbotville Optimist Sports Park Estimated Costs

6	Section	Item	Description	Unit	Quantity	Unit Price	Total
6.1	Parking Lot Improvements	Excavation and Grading	Excavate topsoil and stockpile onsite (Hauling unacceptable material away)	cu.m	1742.4	\$ 25.00	\$ 43,560.00
		Grading	Regrade parking lot	sq.m	6930	\$ 4.50	\$ 31,185.00
		Granular Top coat	Granular "A"	tonne	1524.6	\$ 33.00	\$ 50,311.80
						Subtotal	\$ 125,056.80
6.2	Baseball park Estimate (V-AAR 2021)				Quantities from Spritiet Design		
		Topsoil	Removing and resusing existing topsoil	sq.m	3483	\$ 6.15	\$ 21,420.45
			Contingency for Supply of screen topsoil	cu.m	1 (Was for 3500cu.m)	\$ 7.55	\$
			Contingency for Hydroseed	sq.m	1 (Was for 7700sq.m)	\$ 1.15	\$
		Washington Ball mix	Supply and place (180mm thick)	sq.m	2500	\$ 33.50	\$ 83,750.00
		Drainage System	100mm perforated tile	m	755	\$ 30.00	\$ 22,650.00
			150mm perforated tile	m	155	\$ 29.40	\$ 4,557.00
		Fencing, dugout and backstop	Dugout (2.4mx9.0m)200mm graular base, 125mm concrete, players bench and complete enclosure including fencing and metal roof deck	each	2	\$ 28,330.00	\$ 56,660.00
			Backstop fence (14.64m)	l/s	1	\$ 34,560.00	\$ 34,560.00
			Sideline, infield and outfield fence, 2.4m, with gates	m	300	\$ 231.75	\$ 69,525.00
			Aluminum Spectator Grandstand (3mx4m)	each	2	\$ 6,390.00	\$ 12,780.00
		Riley Sports equipment	Spike plate pitcher mound (SKU:PP)	each	1	\$ 108.00	\$ 108.00
		Riley Sports equipment	Removable home plate (SKU:RHPA)	each	1	\$ 141.00	\$ 141.00
		Riley Sports equipment	Base in ground Fixture package (SKU:SVS-K)	each	3	\$ 150.00	\$ 450.00
		Riley Sports equipment	Complete double bag system (SKU:SVS-D)	each	1	\$ 677.00	\$ 677.00
		Electrical	All Site Electrical with field house	L.S.	1	\$ 220,000.00	\$ 220,000.00
						Subtotal	\$ 527,278.45
6.3	Soccer Field						
		Ground Work	Removing and resusing existing topsoil (11x11)	sq.m	7000	\$ 6.15	\$ 43,050.00
			Removing and resusing existing topsoil (9x9)	sq.m	3500	\$ 6.15	\$ 21,525.00
			Contingency for Supply of screen topsoil	cu.m	1 (Was for 3500cu.m)	\$ 7.55	\$
			Contingency for Hydroseed	sq.m	1 (Was for 7700sq.m)	\$ 1.15	\$
		Drainage System (9x9)	100mm perforated tile	m	520	\$ 30.00	\$ 15,600.00
			150mm perforated tile	m	79	\$ 29.40	\$ 2,322.60
		Drainage System (11x11)	100mm perforated tile	m	910	\$ 30.00	\$ 27,300.00
			150mm perforated tile	m	100	\$ 29.40	\$ 2,940.00
		Regrading	To finish ground	sq.m	10500	\$ 5.00	\$ 52,500.00
		Back Board Nets	Supply & Install New Back nets	ea	4	\$ 15,000.00	\$ 60,000.00
		11x11 Nets	Nets	ea	2	\$ 3,000.00	\$ 6,000.00
		9x9 Nets	Nets	ea	2	\$ 2,000.00	\$ 4,000.00
						Subtotal	\$ 235,237.60
					Subtotal		\$ 887,572.85
					Contingency, Design Fees (3.5%)		\$ 310,650.50
					Total		\$ 1,198,223.35



TOWNSHIP OF SOUTHWOLD

Report to Council

MEETING DATE: March 9th, 2026

PREPARED BY: Aaron VanOorspronk, Director of Infrastructure and Development Services

REPORT NO: IDS 2026-09

SUBJECT MATTER: Municipal Street Names Registry

Recommendation:

1. THAT Council adopt Appendix "A" – Municipal Street Names Registry attached to this report and further the Municipal Street Names Registry be appended to Policy GP-03-01 – Township Road Naming Policy contained within [By-law 2024-40](#) – The Civic Addressing and Highway Naming By-law.

Purpose:

The purpose of this report is to facilitate Council's review and approval of the proposed Municipal Street Names Registry, which will be incorporated as Appendix "C" to the Township Road Naming Policy within [By-law 2024-40](#). This registry is designed to standardize and streamline the selection of street names for new developments by maintaining an up-to-date, pre-approved list. The process ensures compliance with established naming guidelines, prevents duplication and confusion across municipal and neighbouring jurisdictions, and supports efficient emergency response. The registry reflects input from the Municipal Naming Working Group, Historical Committee, and Emergency Services, providing a consistent, transparent framework that accommodates future growth and infrastructure needs.

Background:

On June 24, 2024, Council enacted the [Civic Addressing and Highway Naming By-law and Policy](#), establishing comprehensive guidelines for naming, renaming, and dedicating municipal highways. The policy provides explicit procedures and standards, while facilitating public participation through name submissions and feedback. Additionally, it introduces the Municipal Naming Working Group, responsible for recommending a Municipal Names Registry to Council.

The registry will be maintained as a dynamic document, subject to regular updates as new names are proposed to the Working Group and approved by Council. Developers may select any number of names from the registry for proposed streets without further approval. If a developer wishes to propose a name not listed in the registry, they must comply with the procedures outlined in the relevant policy.

Comment/Analysis:

The Municipal Naming Working Group has completed its review and finalization of the proposed street names, as detailed in Appendix "A" of this report.

These recommendations are fully compliant with the *Civic Addressing and Highway Naming By-law and Policy*. During the development of this registry, staff systematically cross-referenced each proposed name against existing road inventories within the Township of Southwold, the County of Elgin, and nearby municipalities, including the City of St. Thomas, the Municipality of Central Elgin, and the Municipality of Dutton/Dunwich, to ensure avoidance of duplication and potential confusion.

Artificial intelligence was initially utilized to generate a comprehensive list of names conforming to Township policy and recognized best practices. The Historical Committee was engaged to recommend street names that appropriately commemorate notable individuals, locations, and themes. Additionally, Emergency Services were consulted to confirm that the proposed names promote clarity and efficiency in dispatch and emergency response situations. Street name suffixes may be adjusted as necessary to comply with by-law requirements and accurately reflect the type of roadway.

The pre-approved street name list categorizes entries by theme, applicable area, provides relevant comments where needed, and identifies the nearest community with a similar street name. During the review process, names deemed too similar to those in neighboring communities were highlighted in red and subsequently omitted from the attached list. Names coded in yellow indicate cases where careful consideration of the suffix is required to avoid overlap with existing streets in other communities.

This registry provides an open and consistent approach to street naming, reducing duplication and ambiguity while enhancing service provider response times. Its adaptable structure supports continued relevance in accommodating future growth and infrastructure demands.

Financial and Resource Implications:

The implementation of the Municipal Names Registry is expected to generate significant efficiencies for both staff and Council. By minimizing the need for repeated reports and Council deliberations pertaining to street naming, staff resources can be allocated more effectively, resulting in measurable time savings. Developers and the Township will benefit from cost reductions due to decreased staff involvement and streamlined processes, while expedited approval timelines for street naming will enhance responsiveness within planning and development workflows. Collectively, these improvements support a more efficient and cost-effective municipal operation.

Strategic Plan Goals:

The above recommendation helps the Township meet the Strategic Plan Goal of:

- Managed Growth
- Welcoming and Supportive Neighbourhoods
- Economic Opportunity
- Fiscal Responsibility and Accountability

Respectfully submitted by:

Aaron VanOorspronk, LET.
Director of Infrastructure and
Development Services

Approved for submission by:

Jeff Carswell
CAO/Clerk

GP-03-01 - Civic Addressing and Highway Naming - Appendix C

Suggested Name	Theme	Area	Comments	Closest Community with Same Name
Birch Haven	Nature-Based	Township Wide		London (Birch St)
Cloverstone	Nature-Based	Township Wide		none in Ontario
Foxden	Nature-Based	Township Wide		Troy, ON (Foxden Rd)
Elmstead	Nature-Based	Township Wide		Brampton (Elmstead Court)
Shorepine	Nature-Based	Township Wide		none in Ontario
Willowbrook	Nature-Based	Township Wide		Markham (Willowbrook Rd)
Twin Cedars	Nature-Based	Township Wide		none in Ontario
Ridgehill	Descriptive/Nature-Based	Township Wide		Cambridge (Ridgehill Ave)
Thistlebrook	Nature-Based	Township Wide		none in Ontario
Meadowfox	Nature-Based	Township Wide		none in Ontario
Timbercrest	Nature-Based	Township Wide	Timberlane Crescent in Lynhurst (CE)	Windsor (Timbercrest Ave)
Larkspur Hill	Nature-Based	Township Wide		London (Larkspur Crescent)
Clearwater	Nature-Based	Township Wide		London (Clearwater Crescent)
Frostline	Descriptive/Nature-Based	Township Wide		none in Ontario
Oakshade	Nature-Based	Township Wide		none in Ontario
Whispering Pines	Nature-Based	Township Wide		Windsor (Whispering Pines St)
Sandhill	Nature-Based	Township Wide		Hamilton (Sandhill Dr)
Prairie Glow	Nature-Based	Township Wide		Brampton (Prairie St)
Granite Bluff	Nature-Based	Township Wide		Toronto (Granite St)
Falcon	Nature-Based	Township Wide		London (Falcon St)
Moose Run	Nature-Based	Township Wide		none in Ontario
Starling Path	Nature-Based	Township Wide		Vaughan (Starling Blvd/ Ave)
Hearthstone	Descriptive/Nature-Based	Township Wide		Brampton (Hearthstone Ct)
Wagon Wheel	Historical/Heritage	Township Wide		Mississauga (Wagonwheel Ct)
Northwood	Nature-Based	Township Wide		St. Thomas (Northwood Place)
Glenoak	Nature-Based	Township Wide		Oakville (Glen Oak Dr)
Crimson Clover	Nature-Based	Township Wide		London (Crimson Crescent)
Briarstone	Descriptive/Nature-Based	Township Wide		New Hamburg (Briarstone Crois)
Iron Lantern	Descriptive/Nature-Based	Township Wide		none in Ontario
Red Clover	Nature-Based	Township Wide		Kitchener (Red Clover Court)
Snowberry	Nature-Based	Township Wide		Waterloo (Snowberry Court)
Limestone	Nature-Based	Township Wide		Toronto (Limestone Cres)
Serenity	Descriptive/Nature-Based	Township Wide		Guelph (Serenity Lane)

GP-03-01 - Civic Addressing and Highway Naming - Appendix C

Suggested Name	Theme	Area	Comments	Closest Community with Same Name
Glacier	Nature-Based	Township Wide		Scarborough (Glacier Cres)
Millwright	Historical/Heritage	Township Wide		Richmond Hill (Millwright Ave)
Brightstream	Nature-Based	Township Wide		none in Ontario
Cloudberry	Nature-Based	Township Wide		Caledon (Cloudberry St)
Overlook	Descriptive/Nature-Based	Township Wide		McDougall (Overlook Lane)
Gablecrest	Descriptive/Nature-Based	Township Wide		none in Ontario
Spruceridge	Nature-Based	Township Wide		Ottawa (Spruce Ridge Rd)
Hearthwind	Descriptive/Nature-Based	Township Wide		none in Ontario
Moonrise	Descriptive/Nature-Based	Township Wide		none in Ontario
Juniperstone	Nature-Based	Township Wide		none in Ontario
Kestrel	Nature-Based	Township Wide		London (Kestrel Court)
Ironridge	Descriptive/Nature-Based	Township Wide		none in Ontario
Flintwood	Nature-Based	Township Wide		Bolton (Flinton Ave)
Amber	Nature-Based	Township Wide		Dorchester (Amber Dr)
Drift	Nature-Based	Township Wide		London (Driftwood Road)
Ember	Descriptive/Nature-Based	Township Wide		Kitchner (Burnt Ember Court)
Falcon	Animal/Nature	Township Wide		London (Falcon St)
Indigo	Nature-Based	Township Wide		Mississauga (Indigo Cres)
Jasper	Geological	Township Wide		London (Jasper Crescent)
Kodiak	Animal/Nature	Township Wide		Ottawa (Kodiak St)
Lynx	Animal/Nature	Township Wide		Huntsille (Lynx Lake Rd)
Marlin	Animal/Nature	Township Wide		London (Merlin cres/st)
Nimbus	Nature-Based	Township Wide		none in Ontario
Onyx	Geological	Township Wide		Ottawa (Onyx Cres)
Quartz	Geological	Township Wide		Tavistock (Quartz St)
Solace	Descriptive/Nature-Based	Township Wide		Markam (Solace Rd)
Tundra	Animal/Nature	Township Wide		Caledon (Tundra Rd)
Zephyr	Nature-Based	Township Wide		Caledon (Zephyr Rd)
Ashen	Nature-Based	Township Wide		Brampton (Ashton Tree Lane)
Sorrel	Nature-Based	Township Wide		London (Sorrel Rd)
Glint	Nature-Based	Township Wide		none in Ontario
Juniper	Nature-Based	Township Wide		Strathroy (Juniper Ctrescent)

GP-03-01 - Civic Addressing and Highway Naming - Appendix C

Suggested Name	Theme	Area	Comments	Closest Community with Same Name
Meadowlark	Nature-Based	Township Wide		London (Meadow Ridge)
Shale	Geological	Township Wide		Mississauga (Shale Oak Court)
Glacier	Descriptive/Nature-Based	Township Wide		Scarborough (Glacier Crescent)
Thorn	Nature-Based	Township Wide		Kawartha Lakes (Thorn Street)
Wren	Animal/Nature	Township Wide		Tillisonburg (Wren Court)
Talon	Nature-Based	Township Wide		Woodstock (Talon Drive)
Sable	Nature-Based	Township Wide		Ancaster (Sable Dr)
Storm	Descriptive/Nature-Based	Township Wide		Kenora (Storm Rd)
Thicket	Nature-Based	Township Wide		Pickering (Thicket Cres)
Tempest	Descriptive/Nature-Based	Township Wide		Ottawa (Tempest dr)
Mistral	Descriptive/Nature-Based	Township Wide		Ottawa (Mistral Way)
Cairn	Nature-Based	Township Wide		London (Cairn St/Crt/Place)
Slate	Geological	Township Wide		Mississauga (Slate Ln)
Dusk	Descriptive/Nature-Based	Township Wide		Brampton (Dusk Dr)
Fable	Evocative	Township Wide		Mississauga (Fable Cres)
Myrrh	Evocative	Township Wide		none in Ontario
Brim	Evocative	Township Wide		none in Ontario
Strata	Evocative	Township Wide		Mississauga (Strata Court)
Vesper	Evocative	Township Wide		Scarborough (Vesper Crt)
Thornwood	Nature-Based	Township Wide		London (Thornwood Dr)
Brindle	Nature-Based	Township Wide		Petawawa (Brindle Rd)
Alder	Nature-Based	Township Wide		London (Alder Grove)
Brock	Historic/Memorialize	Township Wide	War of 1812 - Canadian History	London (Brock St and Lane)
Queenston	Historic/Memorialize	Township Wide	War of 1812 - Canadian History	London (Queenston Crescent)
Chrysler	Historic/Memorialize	Township Wide	War of 1812 - Canadian History	Cambridge (Chrysler Cres)
Amiens	Historic/Memorialize	Township Wide	WWI - Canadian History	Mt. Bridges (Amiens Rd)
Cambrai	Historic/Memorialize	Township Wide	WWI - Canadian History	Kingston (Cambrai Ave)
Mons	Historic/Memorialize	Township Wide	WWI - Canadian History	Windsor (Mons Ave)
Ortona	Historic/Memorialize	Township Wide	WWII - Canadian History	London (Ortona Road)
Liri Valley	Historic/Memorialize	Township Wide	WWII - Canadian History	London (Liri Place)
Caen	Historic/Memorialize	Township Wide	WWII - Canadian History	Cambridge (Caen St)
Scheldt	Historic/Memorialize	Township Wide	WWII - Canadian History	Borden (Scheldt Cres)
Apeldoorn	Historic/Memorialize	Township Wide	WWII - Canadian History	London (Apeldoorn Cres)
Kapyong	Historic/Memorialize	Township Wide	Korean War - Canadian History	Borden (Kapyong Rd)

GP-03-01 - Civic Addressing and Highway Naming - Appendix C

Suggested Name	Theme	Area	Comments	Closest Community with Same Name
Hillcrest	Historic/Memorialize	Township Wide	Korean War - Cannot Use suffix of Drive this is used in Port Stanley	Delaware (Hilcrest Crt) London(Hilcrest Ave / Drive)
Cyprus	Historic/Memorialize	Township Wide	Peacekeeping & Modern	London (Cypress Ave)
Medak	Historic/Memorialize	Township Wide	Peacekeeping & Modern	none in Ontario
Kandahar	Historic/Memorialize	Township Wide	Peacekeeping & Modern	Blue Mountains (Kandahr Lane)
Valor Way	Historic/Memorialize	Township Wide	General Memorialization	Hamilton (Valor way)
Corvette	Historic/Memorialize	Township Wide	Reference to the Canadian made Corvette Class of Ship	Brampton (Corvette St)
Sackville	Historic/Memorialize	Township Wide	Reference to the Canadian made Corvette Class of Ship	London (Sackville St)
Haida	Historic/Memorialize	Township Wide	Sank more enemy ships than any other Canadian Ship in WW2	Woodstock (Haida Place)
Avro Anson	Historic/Memorialize	Township Wide	RCAF Station Fingal - No. 4 Bomber and Gunnery School (No. 4 B&GS)	none in Ontario
Fairly Battle	Historic/Memorialize	Township Wide	RCAF Station Fingal - No. 4 Bomber and Gunnery School (No. 4 B&GS)	none in Ontario
Bristol Bolingbrook	Historic/Memorialize	Township Wide	RCAF Station Fingal - No. 4 Bomber and Gunnery School (No. 4 B&GS)	none in Ontario
Westland Lysander	Historic/Memorialize	Township Wide	RCAF Station Fingal - No. 4 Bomber and Gunnery School (No. 4 B&GS)	none in Ontario
Northrop Nomad	Historic/Memorialize	Township Wide	RCAF Station Fingal - No. 4 Bomber and Gunnery School (No. 4 B&GS)	none in Ontario
Pullers Lane	Local	Shedden	Tractor Pull	none in Ontario
Barber	Historic/Memorialize	Fingal/Shedden	War of 1812 Veteran	Guelph (Barber Ave)
McQueen	Historic/Memorialize	Fingal/Shedden	War of 1812 Veteran	Woodstock (McQueen St)
Pettit	Historic/Memorialize	Fingal/Shedden	War of 1812 Veteran	Niagara Falls (Pettit Ave)
Smoke	Historic/Memorialize	Fingal/Shedden	War of 1812 Veteran	Mississauga (Smoke Tree Road)
Sutton	Historic/Memorialize	Fingal/Shedden	Shedden Area Family Name	Sarnia (Sutton St)
Corsley	Historic/Memorialize	Shedden	Shedden Area Family Name	none in Ontario
Palmer	Historic/Memorialize	Shedden	Shedden Area Family Name	Guelph (Palmer st)
Millside	Historic/Memorialize	Shedden	Shedden Area Family Name - Southwold currently has Mill & Millpark	Milton (Millside Dr)
Big Creek	Historic/Memorialize	Shedden	Shedden Area Family Name	Caledonia (Big Creek Rd)
Maple Lane	Historic/Memorialize	Shedden	Shedden Area Family Name	Simcoe (Maple St)
Graham	Historic/Memorialize	Shedden	Shedden Area Family Name	London (Graham Cresent)
Atkinson	Historic/Memorialize	Shedden	Shedden Area Family Name	Delaware (Atkincon Court)
Yeandle	Historic/Memorialize	Talbotville	Talbotville Area Veteran	none in Ontario
Clarke	Historic/Memorialize	Talbotville	Talbotville Area Veteran	London (Clarke Rd)
Taylor	Historic/Memorialize	Talbotville	Talbotville Area Veteran	London (Taylor St)
Travers	Historic/Memorialize	Talbotville	Talbotville Area Veteran	Sudbury (Travers St)
Auckland	Historic/Memorialize	Township Wide	Significant Pioneer	London (Auckland Ave)
Berdan	Historic/Memorialize	Township Wide	Significant Pioneer	none in Ontario
Boughner	Historic/Memorialize	Township Wide	Significant Pioneer	Haliburton (Boughner Rd)
Bowlby	Historic/Memorialize	Township Wide	Significant Pioneer	none in Ontario
Gillbert	Historic/Memorialize	Township Wide	Significant Pioneer	London (Gillbert St)
Knight	Historic/Memorialize	Township Wide	Significant Pioneer	Toronto (Knght St)

GP-03-01 - Civic Addressing and Highway Naming - Appendix C

Suggested Name	Theme	Area	Comments	Closest Community with Same Name
Mastedon	Historic/Memorialize	Paynes Mills	Paynes Mills Area	none in Ontario
Red	Historic/Memorialize	Shedden	Shedden Area	none in Ontario
Rosy	Historic/Memorialize	Shedden	Shedden Area	none in Ontario
Rhubarb	Historic/Memorialize	Shedden	Shedden Area	none in Ontario
Farm	Agriculture/Rural	Township Wide		none in Ontario
Horseshoe	Agriculture/Rural	Township Wide		Stittsville (Horseshoe Cres)
Yoke	Agriculture/Rural	Township Wide		none in Ontario
Dairy	Agriculture/Rural	Township Wide		Scarborough (Dairy Dr)
Thresher	Agriculture/Rural	Township Wide		Stittsville (Thresher Ave)
Clydesdale	Agriculture/Rural	Township Wide		Toronto (Clydesdale Dr)
Holstein	Agriculture/Rural	Township Wide		Ottawa (Holestein Rd)
Pasture	Agriculture/Rural	Township Wide		none in Ontario
Plow	Agriculture/Rural	Township Wide		none in Ontario
Rural	Agriculture/Rural	Township Wide		none in Ontario
Silo	Agriculture/Rural	Township Wide		Waterloo (Grey Silo rd)
Bushel	Agriculture/Rural	Township Wide		Norwich (Bushell Court)
Prosperity	Agriculture/Rural	Township Wide		London (Prosperity Court)
Meadow	Agriculture/Rural	Township Wide		Union (Meadow Wood Ln)
Bountiful	Agriculture/Rural	Township Wide		none in Ontario
Thresher	Agriculture/Rural	Township Wide		Stittsville (Thresher Ave)
Tiller	Agriculture/Rural	Township Wide		Brampton (Tiller Trail)
Plowshare	Agriculture/Rural	Township Wide		Etobiocke (Plowshare Cres)
Hay Bale	Agriculture/Rural	Township Wide		none in Ontario
Combine	Agriculture/Rural	Township Wide		none in Ontario
Soybean	Agriculture/Rural	Township Wide		Brantford (Soybean Lane)
Crop	Agriculture/Rural	Township Wide		Niagara Falls (Cropp St)
Grain	Agriculture/Rural	Township Wide		none in Ontario
Wheatfield	Agriculture/Rural	Township Wide		Kitchener (Wheatfield Cres)
Produce	Agriculture/Rural	Township Wide		none in Ontario
Rotation	Agriculture/Rural	Township Wide		none in Ontario
Yoke	Agriculture/Rural	Township Wide		none in Ontario
Sheave	Agriculture/Rural	Township Wide		none in Ontario
Straw	Agriculture/Rural	Township Wide		none in Ontario
Commander	Historic/Memorialize	Fingal	RCAF Station Fingal - No. 4 Bomber and Gunnery School (No. 4 B&GS)	Scarborough (Commander Boulevard)
Aircraft	Historic/Memorialize	Fingal	RCAF Station Fingal - No. 4 Bomber and Gunnery School (No. 4 B&GS)	none in Ontario
Aircrew	Historic/Memorialize	Fingal	RCAF Station Fingal - No. 4 Bomber and Gunnery School (No. 4 B&GS)	none in Ontario
Airmen	Historic/Memorialize	Fingal	RCAF Station Fingal - No. 4 Bomber and Gunnery School (No. 4 B&GS)	none in Ontario
Airfield	Historic/Memorialize	Fingal	RCAF Station Fingal - No. 4 Bomber and Gunnery School (No. 4 B&GS)	none in Ontario

GP-03-01 - Civic Addressing and Highway Naming - Appendix C

Suggested Name	Theme	Area	Comments	Closest Community with Same Name
Hangar	Historic/Memorialize	Fingal	RCAF Station Fingal - No. 4 Bomber and Gunnery School (No. 4 B&GS)	Mount Hope (Hangar Rd)
Bristol	Historic/Memorialize	Fingal	RCAF Station Fingal - No. 4 Bomber and Gunnery School (No. 4 B&GS)	Mississauga (Bristol Rd E/W)
Fairchild	Historic/Memorialize	Fingal	RCAF Station Fingal - No. 4 Bomber and Gunnery School (No. 4 B&GS) - No use of Court (London Uses it)	London (Fairchild Court)
Bolingbroke	Historic/Memorialize	Fingal	RCAF Station Fingal - No. 4 Bomber and Gunnery School (No. 4 B&GS)	Milton (Bolingbroke Dr)
Westland	Historic/Memorialize	Fingal	RCAF Station Fingal - No. 4 Bomber and Gunnery School (No. 4 B&GS)	St. Catharines (Westland St)
Lysander	Historic/Memorialize	Fingal	RCAF Station Fingal - No. 4 Bomber and Gunnery School (No. 4 B&GS)	London (Lysanda Ct and Ave)
Anson	Historic/Memorialize	Fingal	RCAF Station Fingal - No. 4 Bomber and Gunnery School (No. 4 B&GS)	Hamilton / Scarborough (Anson Ave)
Observer	Historic/Memorialize	Fingal	RCAF Station Fingal - No. 4 Bomber and Gunnery School (No. 4 B&GS)	none in Ontario
Navigator	Historic/Memorialize	Fingal	RCAF Station Fingal - No. 4 Bomber and Gunnery School (No. 4 B&GS)	Mississauga (Navigator Dr)
Air School	Historic/Memorialize	Fingal	RCAF Station Fingal - No. 4 Bomber and Gunnery School (No. 4 B&GS)	none in Ontario
Monitor	Historic/Memorialize	Fingal	MacPherson Glasgow Foundry Related	none in Ontario
Challenge	Historic/Memorialize	Fingal	MacPherson Glasgow Foundry Related	Ottawa (Challenge Cres)



TOWNSHIP OF SOUTHWOLD

Report to Council

MEETING DATE: March 9, 2026

PREPARED BY: Brent Clutterbuck, Drainage Superintendent

REPORT NO: IDS 2026-10

SUBJECT MATTER: Bowlby-Futcher Drain – CSX Facilities Encroachment Agreement

Recommendation:

1. That Council directs the Mayor and Chief Administrative Officer/Clerk to execute the CSX Transportation Inc. Facilities Encroachment Agreement pertaining to the Main Drain Closed Portion of the Bowlby-Futcher 2025 crossing on CSX property.

Purpose:

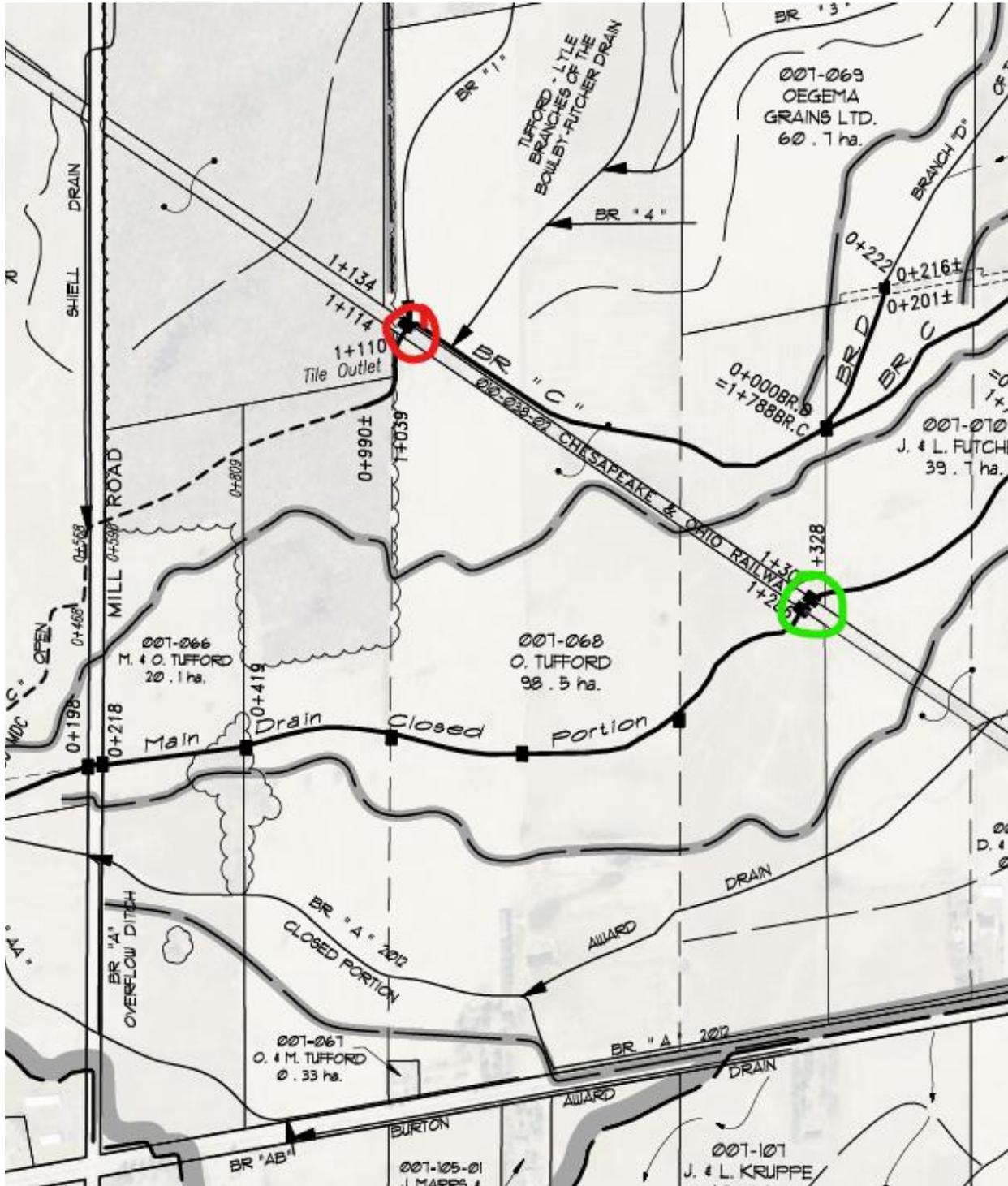
The objective of this report is to obtain Council authorization for the Mayor and CAO/Clerk to execute the agreement permitting construction of the Main Drain Closed Portion of the Bowlby Futcher Drain 2025 on property owned by CSX Transportation Inc.

Background:

The Bowlby-Futcher Drain intersects an existing rail right of way owned by CSX Transportation Inc. (500 Water Street, Jacksonville, Florida) at two locations. This agreement pertains to the Main Drain Closed Portion, which is indicated in green on the attached diagram. A second crossing exists on Branch C and is shown in red. To access the CSX right of way, an encroachment permit is required to enter the property and undertake the necessary work. There is no fee associated with CSX's project review and approval.

The agreement requires submission of contractor details and proof of appropriate insurance coverage for any work conducted on CSX property. This information will be provided once the contract has been awarded and a contractor has been selected. Legal counsel for the municipality has reviewed the contract and advised that entering into this agreement is permissible.

Upon receipt of the signed contract, CSX Transportation will assign oversight of work on their right of way to a consulting engineer with expertise in railway construction. Once this agreement has been completed, the Township will need to complete a separate agreement for the crossing at Branch C, this agreement is forthcoming.



Comment/Analysis:

An executed agreement is required for the construction of the Main Drain Closed Portion of the Bowlby Futcher 2025 across the CSX right of way, therefore staff recommend the execution of the agreement. These agreements or requirements are typical of work to be completed under rail lands. The agreement is attached as Appendix A to this report.

Financial and Resource Implications:

This will allow for the municipal drain to be constructed in its entirety. In Clause 18.11, CSX Transportation Inc. acknowledge their responsibilities under the Drainage Act. There should be no financial implications to the municipality.

Strategic Plan Goals:

The above recommendation helps the Township meet the Strategic Plan Goal of:

- Managed Growth
- Welcoming and Supportive Neighbourhoods
- Economic Opportunity
- Fiscal Responsibility and Accountability

Respectfully submitted by:

Brent Clutterbuck
Drainage Superintendent

Reviewed by:

Aaron VanOorspronk, LET.
Director of Infrastructure and
Development Services

Approved for submission by:

Jeff Carswell
CAO/Clerk

FACILITY ENCROACHMENT AGREEMENT

THIS AGREEMENT, made and effective as of _____, by and between CSX TRANSPORTATION, INC., a Virginia corporation, whose mailing address is 500 Water Street, Jacksonville, Florida 32202, hereinafter called "Licensor," and the TOWNSHIP OF SOUTHWOLD, a municipal corporation, political subdivision or state agency, under the laws of the Province of Ontario, whose mailing address is 35663 Fingal Line, Fingal, Ontario N01 1K0, hereinafter called "Licensee," WITNESSETH:

WHEREAS, Licensee desires to construct (unless previously constructed and designated as existing herein), use and maintain the below described facility(ies), hereinafter called "Facilities," over, under or across property owned or controlled by Licensor, at the below described location(s):

1. One (1) forty-three inch (43") diameter sub-grade pipeline crossing, solely for the conveyance of stormwater, located at or near St Thomas, Canada County, Ontario, -Latitude N42:45:16., Longitude W81:16:43.;

hereinafter, called the "Encroachment," as shown on print(s) labeled Exhibit "A," attached hereto and made a part hereof;

NOW, THEREFORE, in consideration of the mutual covenants, conditions, terms and agreements herein contained, the parties hereto agree and covenant as follows:

1. LICENSE:

1.1 Subject to Article 17, Licensor, insofar as it has the legal right, power and authority to do so, and its present title permits, and subject to:

(A) Licensor's present and future right to occupy, possess and use its property within the area of the Encroachment for any and all purposes, including but not limited to Licensor's track(s) structures(s), power lines, communication, signal or other wires, train control system, cellular or data towers, or electrical or electronic apparatus other property, or any appurtenances thereto ("Licensor's Facilities") and any other facilities as now exist or which may in the future be located in, upon, over, under or across the property

(B) All encumbrances, conditions, covenants, easements, and limitations applicable to Licensor's title to or rights in the subject property; and

(C) Compliance by Licensee with the terms and conditions herein contained;

does hereby license and permit Licensee to construct, maintain, repair, renew, operate, use, alter or change the Facilities at the Encroachment above for the term herein stated, and to remove same upon termination.

1.2 The term Facilities, as used herein, shall include only those structures and ancillary facilities devoted exclusively to the transmission usage above within the Encroachment, and as shown on attached Exhibit A.

1.3 No additional structures or other facilities shall be placed, allowed, or maintained by Licensee in, upon or on the Encroachment except upon prior separate written consent of Licensor.

1.4 The term Licensor Facilities, as used herein shall include Licensor's track(s) structures(s), power lines, communication, signal or other wires, train control system, cellular or data towers, or electrical or electronic apparatus other property, or any appurtenances thereto and any other facilities as now exist or which may in the future be located in, upon, over, under or across the property.

2. TERM:

2.1 This Agreement shall terminate as herein provided, but shall also terminate upon: (a) Licensee's cessation of use of the Facilities or Encroachment for the purpose(s) above; (b) removal of the Facilities; (c) subsequent mutual consent; and/or (d) failure of Licensee to complete installation within five (5) years from the effective date of this Agreement.

3. CONSTRUCTION, MAINTENANCE AND REPAIRS:

3.1 Licensee shall construct, maintain, relocate, repair, renew, alter, and/or remove the Facilities, in a prudent, workmanlike manner, using quality materials and complying with any applicable standard(s) or regulation(s) of Licensor (CSXT Specifications), or Licensee's particular industry, National Electrical Safety Code, or any governmental or regulatory body having jurisdiction over the Encroachment.

3.2 Location and construction of Facilities shall be made strictly in accordance with design(s) and specifications furnished to and approved by Licensor and of material(s) and size(s) appropriate for the purpose(s) above recited.

3.3 All of Licensee's work, and exercise of rights hereunder, shall be undertaken at time(s) satisfactory to Licensor, and so as to eliminate or minimize any impact on or interference with the safe use and operation of Licensor's property and appurtenances thereto.

3.4 In the installation, maintenance, repair and/or removal of said Facilities, Licensee shall not use explosives on or adjacent to Licensor's property of any type or perform or cause any blasting on or adjacent to Licensor's property without the separate express written consent of Licensor. As a condition to such consent, a representative will be assigned by Licensor to monitor blasting, and Licensee shall reimburse Licensor for the entire cost and/or expense of furnishing said monitor.

3.5 Any repairs or maintenance to the Facilities, whether resulting from acts of Licensee, or natural or weather events, which are necessary to protect or facilitate Licensor's use

of its property, shall be made by Licensee promptly, but in no event later than thirty (30) days after Licensee has notice as to the need for such repairs or maintenance.

3.6 Licensors, in order to protect or safeguard its property, rail operations, equipment and/or employees from damage or injury, may request immediate repair or renewal of the Facilities.

3.7 Neither the failure of Licensors to object to any work done, material used, or method of construction or maintenance of said Encroachment, nor any approval given or supervision exercised by Licensors, shall be construed as an admission of liability or responsibility by Licensors, or as a waiver by Licensors of any of the obligations, liability and/or responsibility of Licensee under this Agreement.

3.8 All work on the Encroachment shall be conducted in accordance with Licensors's safety rules and regulations.

3.9 Intentionally omitted.

3.10 In the event it becomes necessary for the Licensee to deviate from the approved Exhibit, Licensee shall seek prior approval from Licensors, or when applicable, an official field representative of Licensors permitted to approve changes, authorizing the necessary field changes and Licensee shall provide Licensors with complete As-Built Drawings of the completed work. As-Built Drawings shall be submitted to Licensors in either electronic or hard copy form upon the substantial completion of the project and upon Licensors's request.

3.11 In the event of large scale maintenance/construction work to railroad bridges Licensee is required to protect power lines with insulated covers or comparable safety devices at their costs during construction/maintenance for safety of railroad employees.

4. PERMITS, LICENSES:

4.1 Before any work hereunder is performed, or before use of the Encroachment for the contracted purpose, Licensee shall obtain all necessary permit(s) (including but not limited to zoning, building, construction, health, safety or environmental matters), letter(s) or certificate(s) of approval. Licensee expressly agrees and warrants that it shall conform and limit its activities to the terms of such permit(s), approval(s) and authorization(s), and shall comply with all applicable ordinances, rules, regulations, requirements and laws of any governmental authority (State, Federal or Local) having jurisdiction over Licensee's activities, including the location, contact, excavation and protection regulations of the Occupational Safety and Health Act (OSHA) (29 CFR 1926.651(b)), et al., and State "One Call" - "Call Before You Dig" requirements.

4.2 Licensee assumes sole responsibility for failure to obtain such permit(s) or approval(s), for any violations thereof, or for costs or expenses of compliance or remedy.

5. MARKING AND SUPPORT:

5.1 With respect to any subsurface installation or maintenance upon Licensor's property, Licensee shall:

- (A) support track(s) and roadbed in a manner satisfactory to Licensor;
- (B) backfill with satisfactory material and thoroughly tamp all trenches to prevent settling of surface of land and roadbed of Licensor; and
- (C) either remove any surplus earth or material from Licensor's property or cause said surplus earth or material to be placed and distributed at location(s) and in such manner Licensor may approve.

5.2 After construction or maintenance of the Facilities, Licensee shall:

- (A) Restore any track(s), roadbed and other disturbed property; and
- (B) Erect, maintain and periodically verify the accuracy of aboveground markers, in a form approved by Licensor, indicating the location, depth and ownership of any underground Facilities or related facilities.

6. Intentionally Omitted.

7. FACILITY CHANGES:

7.1 Intentionally omitted.

7.2 If Licensee undertakes to revise, renew, relocate or change in any manner whatsoever all or any part of the Facilities (including any change in voltage or gauge of wire or any change in circumference, diameter or radius of pipe or change in materials transmitted in and through said pipe), or is required by any public agency or court order to do so, plans therefor shall be submitted to Licensor for approval before such change. After approval, the terms and conditions of this Agreement shall apply thereto.

8. INTERFERENCE WITH RAIL FACILITIES:

8.1 Although the Facilities/Encroachment herein permitted may not presently interfere with Licensor's railroad or facilities, in the event that the operation, existence or maintenance of said Facilities, in the sole judgment of Licensor, causes: (a) interference (including, but not limited to, physical or interference from an electromagnetic induction, or interference from stray or other currents) with Licensor's power lines, communication, signal or other wires, train control system, or electrical or electronic apparatus; or (b) interference in any manner, with the operation, maintenance or use of Licensor's Facilities; then and in either event, Licensee, upon receipt of written notice from Licensor of any such interference, and at Licensee's sole risk, cost and expense, shall promptly make such changes in its Facilities or installation, as

may be required in the reasonable judgment of the Licensor to eliminate all such interference. Upon Licensee's failure to remedy or change, Licensor may do so or contract to do so at Licensee's sole cost.

8.2 Without assuming any duty hereunder to inspect the Facilities, Licensor hereby reserves the right to inspect same and to require Licensee to undertake repairs, maintenance or adjustments to the Facilities, which Licensee hereby agrees to make promptly.

9. RISK, LIABILITY, INDEMNITY:

With respect to the relative risk and liabilities of the parties, it is hereby agreed that:

9.1 To the fullest extent permitted by State law (constitutional or statutory, as amended), Licensee hereby agrees to, defend, indemnify, and hold Licensor harmless from and against any and all liability, loss, claim, suit, damage, charge or expense which Licensor may suffer, sustain, incur or in any way be subjected to, on account of death of or injury to any person whomsoever (including officers, agents, employees or invitees of Licensor), and for damage to or loss of or destruction of any property whatsoever, arising out of, resulting from, or in any way connected with the construction, repair, maintenance, replacement, presence, existence, operations, use or removal of the Facilities or any structure in connection therewith, or restoration of premises of Licensor to good order or condition after removal, EXCEPT when proven to have been caused solely by the willful misconduct or gross negligence of Licensor. HOWEVER, to the fullest extent permitted by State law, during any period of actual construction, repair, maintenance, replacement or removal of the Facilities, wherein agents, equipment or personnel of Licensee are on the railroad rail corridor, Licensee's liability hereunder shall be absolute, irrespective of any joint, sole or contributory fault or negligence of Licensor.

9.2 Intentionally omitted.

9.3 To the fullest extent permitted by State law, as above, Licensee assumes all responsibility for, and agrees to defend, indemnify and hold Licensor harmless from: (a) all claims, costs and expenses, including reasonable attorneys' fees, as a consequence of any sudden or nonsudden pollution of air, water, land and/or ground water on or off the Encroachment area, arising from or in connection with the use of this Encroachment or resulting from leaking, bursting, spilling, or any escape of the material transmitted in or through the Facilities; (b) any claim or liability arising under federal or state law dealing with either such sudden or nonsudden pollution of air, water, land and/or ground water arising therefrom or the remedy thereof; and (c) any subsidence or failure of lateral or subjacent support of the tracks arising from such Facilities leakage.

9.4 Notwithstanding Section 9.1, Licensee also expressly assumes all risk of loss which in any way may result from Licensee's failure to maintain either required clearances for any overhead Facilities or the required depth and encasement for any underground Facilities, whether or not such loss(es) result(s) in whole or part from Licensor's contributory negligence or joint fault.

9.5 Obligations of Licensee hereunder to release, indemnify and hold Licensor harmless shall also extend to companies and other legal entities that control, are controlled by, subsidiaries of, or are affiliated with Licensor, as well as any railroad that operates over the rail corridor on which the Encroachment is located, and the officers, employees and agents of each.

9.6 If a claim is made or action is brought against Licensor, and/or its operating lessee, for which Licensee may be responsible hereunder, in whole or in part, Licensee shall be notified to assume the handling or defense of such claim or action; but Licensor may participate in such handling or defense.

9.7 Notwithstanding anything contained in this Agreement, the limitation of liability contained in the state statutes, as amended from time to time, shall not limit Licensor's ability to collect under the insurance policies required to be maintained under this Agreement.

10. INSURANCE:

10.1 Prior to commencement of surveys, installation or occupation of premises pursuant to this Agreement, Licensee shall procure and shall maintain during the continuance of this Agreement, at its sole cost and expense, a policy of

- (i) Statutory Worker's Compensation and Employers Liability Insurance with available limits of not less than ONE MILLION AND 00/100 U.S. DOLLARS (\$1,000,000.00).
- (ii) Commercial General Liability coverage (inclusive of contractual liability) with available limits of not less than FIVE MILLION AND 00/100 U.S. DOLLARS (\$5,000,000.00) in combined single limits for bodily injury and property damage and covering the contractual liabilities assumed under this Agreement and naming Licensor, and/or its designee, as additional insured. The evidence of insurance coverage shall be endorsed to provide for thirty (30) days' notice to Licensor, or its designee, prior to cancellation or modification of any policy. Mail CGL certificate, along with agreement, to CSX Transportation, Inc., Speed Code J180, 500 Water Street, Jacksonville, FL 32202. On each successive year, send certificate to RenewalCOI@csx.com.
- (iii) Business automobile liability insurance with available limits of not less than ONE MILLION AND 00/100 U.S. DOLLARS (\$1,000,000.00) combined single limit for bodily injury and/or property damage per occurrence naming Licensor, and/or its designee, as additional insured.
- (iv) The insurance policies must contain a waiver of subrogation against CSXT and its Affiliates, except where prohibited by law. All insurance companies must be A. M. Best rated A- and Class VII or better.

(v) Such other insurance as Licensor may reasonably require.

(vi) Licensee shall require its contractors to meet minimum insurance requirements above when performing work in relation to this agreement. Licensee will procure and review contractor's insurance certificates to confirm requirements are met. Licensor may request a copy of the insurance certificate.

10.2 If Licensee's existing CGL policy(ies) do(es) not automatically cover Licensee's contractual liability during periods of survey, installation, maintenance and continued occupation, a specific endorsement adding such coverage shall be purchased by Licensee. If said CGL policy is written on a "claims made" basis instead of a "per occurrence" basis, Licensee shall arrange for adequate time for reporting losses. Failure to do so shall be at Licensee's sole risk.

10.3 Licensor, or its designee, may at any time request evidence of insurance purchased by Licensee to comply with this Agreement. Failure of Licensee to comply with Licensor's request shall be considered a default by Licensee.

10.4 To the extent permitted by law and without waiver of the sovereign immunity of Licensee, securing such insurance shall not limit Licensee's liability under this Agreement, but shall be security therefor.

10.5 (A) In the event Licensee finds it necessary to perform construction or demolition operations within fifty feet (50') of any operated railroad track(s) or affecting any railroad bridge, trestle, tunnel, track(s), roadbed, overpass or underpass, Licensee shall: (a) notify Licensor; and (b) require its contractor(s) performing such operations to procure and maintain during the period of construction or demolition operations, at no cost to Licensor,

i) Railroad Protective Liability (RPL) Insurance, naming Licensor, and/or its designee, as Named Insured, written on the current ISO/RIMA Form (ISO Form No. CG 00 35 04 13) with limits of FIVE MILLION AND 00/100 U.S. DOLLARS (\$5,000,000.00) per occurrence for bodily injury and property damage, with at least TEN MILLION AND 00/100 U.S. DOLLARS (\$10,000,000.00) aggregate limit per annual policy period. The original of such RPL policy shall be sent to and approved by Licensor prior to commencement of such construction or demolition. Licensor reserves the right to demand higher limits.

OR

ii) The CGL policy shall include endorsement ISO CG 24 17 and the Auto Liability Policy shall include endorsement ISO CA 20 70 evidencing that coverage is provided for work within 50 feet of a railroad. If such endorsements are not included, RPL insurance must be provided.

(B) At Licensor's option, in lieu of purchasing RPL insurance or the 50 foot endorsements from an insurance company (but not CGL insurance), Licensee may pay Licensor, at Licensor's current rate at time of request, the cost of adding this Encroachment, or additional

construction and/or demolition activities, to Licensor's Railroad Protective Liability (RPL) Policy for the period of actual construction. This coverage is offered at Licensor's discretion and may not be available under all circumstances.

10.6 Notwithstanding the provisions of Sections 10.1 and 10.2, Licensee, pursuant to State Statute(s), may self-insure or self-assume, in any amount(s), any contracted liability arising under this Agreement, under a funded program of self-insurance, which fund will respond to liability of Licensee imposed by and in accordance with the procedures established by law.

11. GRADE CROSSINGS; PROTECTION SERVICES:

11.1 Nothing herein contained shall be construed to permit Licensee or Licensee's contractor to move any vehicles or equipment over the track(s), except at public road crossing(s), without separate prior written approval of Licensor.

11.2 If Licensor deems it advisable, during any construction, maintenance, repair, renewal, alteration, change or removal of said Facilities, to place watchmen, flagmen, or field construction managers for protection of operations of Licensor or others on Licensor's rail corridor at the Encroachment, and to keep persons, equipment or materials away from the track(s), Licensor shall have the right to do so at the expense of Licensee, but Licensor shall not be liable for failure to do so.

12. Intentionally Omitted.

13. DEFAULT, BREACH, WAIVER:

13.1 The proper and complete performance of each covenant of this Agreement shall be deemed of the essence thereof, and in the event Licensee fails or refuses to fully and completely perform any of said covenants or remedy any breach within thirty (30) days after receiving written notice from Licensor to do so (or within forty-eight (48) hours in the event of notice of a railroad emergency), Licensor shall have the option of immediately revoking this Agreement and the privileges and powers hereby conferred, regardless of encroachment fee(s) having been paid in advance for any annual or other period. Upon such revocation, Licensee shall make removal in accordance with Article 14.

13.2 No waiver by Licensor of its rights as to any breach of covenant or condition herein contained shall be construed as a permanent waiver of such covenant or condition, or any subsequent breach thereof, unless such covenant or condition is permanently waived in writing by Licensor.

13.3 Neither the failure of Licensor to object to any work done, material used, or method of construction or maintenance of said Encroachment, nor any approval given or supervision exercised by Licensor, shall be construed as an admission of liability or responsibility by Licensor, or as a waiver by Licensor of any of the obligations, liability and/or responsibility of Licensee under this Agreement.

14. TERMINATION, REMOVAL:

14.1 All rights which Licensee may have hereunder shall cease upon the date of (a) termination, (b) subsequent agreement, or (c) Licensee's removal of the Facility from the Encroachment. However, neither termination nor revocation of this Agreement shall affect any claims and liabilities which have arisen or accrued hereunder, and which at the time of termination or revocation have not been satisfied; neither party, however, waiving any third party defenses or actions.

14.2 Within thirty (30) days after termination, Licensee, at its sole risk and expense, shall (a) remove the Facilities from the rail corridor of Licensor, unless the parties hereto agree otherwise, (b) restore the rail corridor of Licensor in a manner satisfactory to Licensor, and (c) reimburse Licensor any loss, cost or expense of Licensor resulting from such removal.

15. NOTICE:

15.1 Licensee shall give Licensor at least thirty (30) days written notice before doing any work on Licensor's rail corridor, except that in cases of emergency shorter notice may be given. Licensee shall provide proper notification as follows:

a. For non-emergencies, Licensee shall submit online via the CSX Property Portal from Licensor's web site, via web link:
https://propertyportal.csx.com/pub_ps_res/ps_res/jsf/public/index.faces

b. For emergencies, Licensee shall complete all of the steps outlined in Section 15.1 a. above, and shall also include detailed information of the emergency. Licensee shall also call and report details of the emergency to Licensor's Rail Operations Emergency Telephone Number: 1-800-232-0144. In the event Licensor needs to contact Licensee concerning an emergency involving Licensee's Facility(ies), the emergency phone number for Licensee is: 519-769-2010.

15.2 All other notices and communications concerning this Agreement shall be addressed to Licensee at the address above, and to Licensor at the address shown on Page 1, c/o CSXT Contract Management, J180; or at such other address as either party may designate in writing to the other.

15.3 Unless otherwise expressly stated herein, all such notices shall be in writing and sent via Certified or Registered Mail, Return Receipt Requested, or by courier, and shall be considered delivered upon: (a) actual receipt, or (b) date of refusal of such delivery.

16. ASSIGNMENT:

16.1 The rights herein conferred are the privileges of Licensee only, and Licensee shall obtain Licensor's prior written consent to any assignment of Licensee's interest herein; said consent shall not be unreasonably withheld.

16.2 Subject to Sections 2 and 16.1, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors or assigns.

16.3 Licensee shall give Licensor written notice of any legal succession (by merger, consolidation, reorganization, etc.) or other change of legal existence or status of Licensee, with a copy of all documents attesting to such change or legal succession, within thirty (30) days thereof.

16.4 Licensor expressly reserves the right to assign this Agreement, in whole or in part, to any grantee, lessee, or vendee of Licensor's underlying property interests in the Encroachment, upon written notice thereof to Licensee.

16.5 In the event of any unauthorized sale, transfer, assignment, sublicense or encumbrance of this Agreement, or any of the rights and privileges hereunder, Licensor, at its option, may revoke this Agreement by giving Licensee or any such assignee written notice of such revocation; and Licensee shall reimburse Licensor for any loss, cost or expense Licensor may incur as a result of Licensee's failure to obtain said consent.

17. TITLE:

17.1 Licensee understands that Licensor occupies, uses and possesses lands, rights-of-way and rail corridors under all forms and qualities of ownership rights or facts, from full fee simple absolute to bare occupation. Accordingly, nothing in this Agreement shall act as or be deemed to act as any warranty, guaranty or representation of the quality of Licensor's title for any particular Encroachment or segment of Rail Corridor occupied, used or enjoyed in any manner by Licensee under any rights created in this Agreement. It is expressly understood that Licensor does not warrant title to any Rail Corridor and Licensee will accept the grants and privileges contained herein, subject to all lawful outstanding existing liens, mortgages and superior rights in and to the Rail Corridor, and all leases, licenses and easements or other interests previously granted to others therein.

17.2 The term "license," as used herein, shall mean with regard to any portion of the Rail Corridor which is owned by Licensor in fee simple absolute, or where the applicable law of the State where the Encroachment is located otherwise permits Licensor to make such grants to Licensee, a "permission to use" the Rail Corridor, with dominion and control over such portion of the Rail Corridor remaining with Licensor, and no interest in or exclusive right to possess being otherwise granted to Licensee. With regard to any other portion of Rail Corridor occupied, used or controlled by Licensor under any other facts or rights, Licensor merely waives its exclusive right to occupy the Rail Corridor and grants no other rights whatsoever under this Agreement, such waiver continuing only so long as Licensor continues its own occupation, use or control. Licensor does not warrant or guarantee that the license granted hereunder provides Licensee with all of the rights necessary to occupy any portion of the Rail Corridor. Licensee further acknowledges that it does not have the right to occupy any portion of the Rail Corridor held by Licensor in less than fee simple absolute without also receiving the consent of the

owner(s) of the fee simple absolute estate. Further, Licensee shall not obtain, exercise or claim any interest in the Rail Corridor that would impair Licensor's existing rights therein.

17.3 Licensee agrees it shall not have nor shall it make, and hereby completely and absolutely waives its right to, any claim against Licensor for damages on account of any deficiencies in title to the Rail Corridor in the event of failure or insufficiency of Licensor's title to any portion thereof arising from Licensee's use or occupancy thereof.

17.4 Licensee agrees to fully and completely indemnify and defend all claims or litigation for slander of title, overburden of easement, or similar claims arising out of or based upon the Facilities placement, or the presence of the Facilities in, on or along any Encroachment(s), including claims for punitive or special damages.

17.5 Licensee shall not at any time own or claim any right, title or interest in or to Licensor's property occupied by the Encroachments, nor shall the exercise of this Agreement for any length of time give rise to any right, title or interest in Licensee to said property other than the license herein created.

17.6 Nothing in this Agreement shall be deemed to give, and Licensor hereby expressly waives, any claim of ownership in and to any part of the Facilities.

17.7 Licensee shall not create or permit any mortgage, pledge, security, interest, or lien.

18. GENERAL PROVISIONS:

18.1 This Agreement, and the attached specifications, contains the entire understanding between the parties hereto.

18.2 Intentionally omitted.

18.3 Except as otherwise provided herein, or in any Rider attached hereto, neither the form of this Agreement, nor any language herein, shall be interpreted or construed in favor of or against either party hereto as the sole drafter thereof.

18.4 This Agreement is executed under current interpretation of applicable Federal, State, County, Municipal or other local statute, ordinance or law(s). However, each separate division (paragraph, clause, item, term, condition, covenant or agreement) herein shall have independent and severable status for the determination of legality, so that if any separate division is determined to be void or unenforceable for any reason, such determination shall have no effect upon the validity or enforceability of each other separate division, or any combination thereof.

18.5 This Agreement shall be construed and governed by the laws of the state in which the Facilities and Encroachment are located.

18.6 Intentionally omitted.

18.7 Intentionally omitted.

18.8 The provisions of this License are considered confidential and may not be disclosed to a third party without the consent of the other party(s), except: (a) as required by statute, regulation or court order, (b) to a parent, affiliate or subsidiary company, (c) to an auditing firm or legal counsel that are agreeable to the confidentiality provisions, or (d) to Lessees of Licensor's land and/or track who are affected by the terms and conditions of this Agreement and will maintain the confidentiality of this Agreement.

18.9 Intentionally omitted.

18.10 This Agreement may be executed in any number of counterparts, and such counterparts may be exchanged by electronic transmission. Upon execution by the parties hereto, each counterpart shall be deemed an original and together shall constitute one and the same instrument. A fully executed copy of this Agreement by electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes.

18.11 Licensor and Licensee hereby confirm that nothing in this Agreement is intended to, or shall, derogate from the rights and protections afforded to Licensor pursuant to the *Drainage Act* (Ontario), nor does anything in this Agreement constitute an admission on the part of Licensor that it is a “public utility” for the purposes of the *Drainage Act*. Without limiting the foregoing, Licensor hereby expressly reserves its right to appeal, in accordance with the provisions of the *Drainage Act*: (i) the construction, repair or maintenance of any “drainage works”, as defined in the *Drainage Act*, on lands owned by Licensor; (ii) any amounts assessed against Licensor in respect of such construction, repair or maintenance; and (iii) the designation or characterization of Licensor as a public utility for the purposes of the *Drainage Act*.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate (each of which shall constitute an original) as of the effective date of this Agreement.

Witness for Licensor:

CSX TRANSPORTATION, INC.

By: _____

Print/Type Name: _____

Print/Type Title: _____

Witness for Licensee:

TOWNSHIP OF SOUTHWOLD

By: _____

Who, by the execution hereof, affirms that he/she has the authority to do so and to bind the Licensee to the terms and conditions of this Agreement.

Print/Type Name: _____

Print/Type Title: _____

Tax ID No.: _____

Authority under Ordinance or

Resolution No. _____,

Dated _____.



TOWNSHIP OF SOUTHWOLD

Report to Council

MEETING DATE: March 9, 2026

PREPARED BY: Michele Lant, Director of Corporate Services/Treasurer

REPORT NO: FIN 2026-08

SUBJECT MATTER: 2025 Development Charges Summary

Recommendations:

1. That Council receive Report No. FIN 2026-08 prepared in accordance with Section 12 of O.Reg.82/98 of the Development Charges Act, 1997.
2. That Council approve the balance of \$43,995.34 from the Former DC Charges By-Law be applied to outstanding DC Study Costs of \$65,179.56.

Purpose:

To fulfill the requirements for reporting on the Development Charges Fund.

Background:

In accordance with Section 12 of O.Reg.82/98, of the Development Charges Act, 1997, the Treasurer of the municipality shall provide to Council a financial statement relating to the reserve funds established under a by-law to collect development charges. The statement provided by the Treasurer is required to be made available to the public and to the Minister of Municipal Affairs and Housing on request.

Schedule "A" provides the development charge continuity information prescribed in Section 12 of O.Reg.82/98 as information to be included in the statement of the Treasurer of a municipality under section 43 of the Act.

Comments/Analysis:

The Development Charges By-law was passed in December 2020, with implementation starting in 2021. Collections over 2021 were very limited due to the various phase-in exemptions provided in the by-law. These included:

- vacant properties created through Consent approval under Section 35 of the Planning Act before April 1, 2021 for which a complete building permit application is submitted within one-year of Consent approval;
- lots of record that exist on the date of by-law passage for which a complete building permit application is submitted prior to January 1, 2022;

- properties outside of registered plans of subdivision that have submitted a complete Building Permit application before April 1, 2021;
- Developments proceeding from plans of subdivision that are registered prior to passage of this by-law are exempt from development charges. Notwithstanding the foregoing, Blocks within the registered plan of subdivision that will be subject to further development agreements will not be exempt from the payment of development charges;
- Development proceeding from Development Agreements entered into prior to the passage of this by-law that provide for a maximum capital charge for new development will be exempt from development charges;

Residential development decreased in 2025 with more chargeable than exempt developments. As additional non-exempt developments proceed, there will be more revenue generated from Development Charges in the coming years.

The Development Charges By-Law 2020-70 expired December 31, 2025. A new Development Charges Background Study commenced in November 2024 with an anticipated completion in 2025. Although work progressed, additional studies, reports, plans and planned development information is required to complete the study. On October 27, 2025 By-Law 2025-58, a By-Law to Amend Development Charges By-Law 2020-70 was passed by Council. The extension to December 31, 2026 affords staff, Council and the public additional time to complete the plan and study as envisioned.

During budget discussions in 2026, staff advised that Development Charges Study costs from the prior Development Charges By-law in the amount of \$65,179.56 are recorded as unfunded. Staff recommend applying the \$43,995.34 as stated in Appendix A to be applied to this outstanding cost.

Financial and Resource Implications:

Development Charges will assist with funding growth related capital projects in coming years. Developments with exempt lots are nearing completion which will generate additional revenue from Development Charges.

Strategic Plan Goals:

The above recommendation helps the Township meet the Strategic Plan Goal of:

- Managed Growth
- Welcoming and Supportive Neighbourhoods
- Economic Development
- Fiscal Responsibility and Accountability

Respectfully submitted by:

Michele Lant
Director of Corporate
Services/Treasurer

Approved for submission by:

Jeff Carswell
CAO/Clerk

Appendix A

2025 Development Charges Summary Report

By-law #2020-70

Service/Class	Opening Balance	Collections	Interest Earned	Transferred to Capital	Closing Balance
Roads and Related Services	-\$57,248.31	\$43,198.03	\$760.13		-\$13,290.14
Fire Services	\$6,288.86	\$16,881.78	\$297.06		\$23,467.69
Parks and Recreation Services	\$67,681.88	\$20,298.99	\$357.19		\$88,338.06
Library Services	\$0.00	\$0.00	\$0.00		\$0.00
Growth Studies	\$8,793.34	\$2,637.20	\$46.40		\$11,476.93
Total	\$25,515.77	\$83,016.00	\$1,460.78	\$0.00	\$109,992.53

Collections Summary	Count	Sq. Ft.
Single Family Dwelling	6	
Apartments - 2 Bedrooms +	0	
Apartments - Bachelor and 1 Bedroom	0	
Other Multiples	5	
Non-Residential	0	0.00
Total	11	0

Former Development Charges Bylaw	Opening Balance	Collections	Interest Earned	Transferred to Capital	Closing Balance
	\$42,704.94	\$0.00	\$1,290.40	\$0.00	\$43,995.34

Exemptions	Count	Value
Talbotville Meadows	138	\$526,392.00
DHP	58	\$232,926.00
Enclave	16	\$62,563.00
Other	30	\$175,229.00
Total	242	\$997,110.00



TOWNSHIP OF SOUTHWOLD

Report to Council

MEETING DATE: March 9, 2026

PREPARED BY: Jeff Carswell, CAO/Clerk

REPORT NO: CAO 2026-05

SUBJECT MATTER: CAO/Clerk Activity Report – February 2026

Recommendation:

1. None – For Council Information.

Purpose:

To update Council on the CAO/Clerk Activities for February 2026.

Meetings/Events:

Following are several highlights for December:

- Senior Management and Staff Meetings
- Planning Pre-consultations
- JHSC Meeting
- Asset Management Meetings
- Budget Meetings
- St. Thomas Chamber of Commerce – Lunch with the Mayors
- Elgin County CAO Meeting
- St. Thomas-Elgin Social Services 10-Year Housing & Homelessness Plan: Engagement Session
- Community Safety and Wellbeing Forum

Recruitment/Staffing:

Recruitment for a Public Works Summer Student has recently closed and the Water Summer Student closes shortly. One Public Works and both Parks Summer Students are returning. The GIS Co-op Student recruitment has concluded, and employment offers are being finalized. Recruitment for the Infrastructure and Development Technologist position is also underway.

Grant Application Progress and Updates:

The municipality was successful on the following grant applications for 2024. As new applications are submitted for 2025, they will be added to this list:

- Community Emergency Management Preparedness Grant – New Generator and Portable Radios – SUCCESSFUL – Funding of \$50,000.00
- Fire Marshal’s Public Fire Safety Council – New Smart Boards for Fire Halls – SUCCESSFUL – Funding of \$1,950.03
- Enabling Housing Water Systems Fund Grant – SUCCESSFUL – Signed Transfer Payment Agreement for \$27.8 Million for Shedden & Fingal Sanitary Servicing
- Fire Protection Grant – SUCCESSFUL – Transfer Payment Agreement on Agenda for January 13th meeting – Funding of \$16,460.90.
- Community Sport and Recreation Infrastructure Grant – Corsley Park Trails (additional, paving & amenities) – UNSUCCESSFUL
- Flood Hazard and Identification Mapping Program – SUCCESSFUL – Application Submitted by LTVCA with Southwold support. Township contribution from Green Lane \$67,500, LTVCA \$15,000, Grant \$82,500.
- Canada Housing Infrastructure Fund (CHIF) – UNSUCCESSFUL – Talbotville Wastewater Treatment Plant – Application Submitted with assistance from Colliers
- Municipal Housing Infrastructure Program – SUCCESSFUL – Health and Safety Water Stream (MHIP-HSWS) – Provincial CHIF Stream – Talbotville Wastewater Treatment Plant – Application will be based on Federal CHIF – Application submitted with assistance from Colliers – budget was available from prior CHIF
- Rural Ontario Development (ROD) – SUCCESSFUL – Application for an updated Community Economic Development Plan was submitted by staff. Program guidelines indicate that funding decisions will be made within 3 months (December 24th). There are additional intakes over 2026 and 2027 for the program.
- 2026-27 Seniors Community Grant Program – WAITING – The Seniors Community Grant (SCG) Program provides grants up to \$25,000 for projects that promote greater social inclusion, volunteerism and community engagement for older adults. The application was submitted December 18th, 2025.
- 2026 Ontario Trillium Fund – Capital Stream – WAITING – Application submitted for trail improvements in Fingal Ball Park around the storm water facility.

Shared Services

Planning services from the County of Elgin continue to run smoothly. County staff have been in the Fingal Office on Mondays, but residents can meet with them on other days at the County building. Staff are available to Southwold every day. We have initiated a monthly check-in meeting with all involved in the planning process to address any issues and ensure consistent, high-quality service. This will also ensure we take time to discuss and plan upcoming planning initiatives and projects.

Fire, Building, Drainage and GIS/AM Shared Services continue to operate smoothly with no issues being raised by our municipal partners, Dutton-Dunwich and West Elgin.

Policy Development

Policies and procedures are at various stages of development and will be brought forward for approval when ready. The high level of activity with other projects has slowed work in this area. While most are updates and improvements to existing policies, it is important to have these updated to ensure clarity to residents, developers, facility users and staff. In addition to policy development, additional time and resources need to be allocated to the rolling the policies out, staff training and documentation related to implementation. For HR and H&S Policies training and documentation is very important and an area that needs additional attention. There have also been some updates to the OHSA that will require policy updates. Pitman Safety Solutions will be assisting with these new requirements.

2026 Budget and Projects:

Staff are continuing to plan out and implement the various projects and programs in the 2026 budget, that was approved in principle. Several projects from 2025 and earlier remain in progress.

Project	Budget	Funding Sources	Status/Comments
<i>Prior Years Carried Forward</i>			
HR / H&S Policy and Program Updates/Improvements	\$5,000	WSIB Rebates	In progress with contracted external assistance. An initial audit and workplan to reach compliance are being completed.

Project	Budget	Funding Sources	Status/Comments
			Funding from the WSIB Rebate is being applied to this project.
Website Hosting – Forced Update	\$15,000	Admin Reserve	Existing website provider is indicating the need to upgrade to the newest platform – impact and alternatives being investigated – moved to 2026 Budget – IT contractor is obtaining additional information from the preferred provider.
Council Chamber Renewal	\$10,000	Admin Facility Reserve	Project scope and tasks to be determined. Concept for end wall circulated to Council. Chairs replaced 2025 ~\$3,500 \$6,500 Remaining
Council Chambers A/V Improvements	\$20,000	Admin Reserve	
Fingal Office Security and Access Control System	\$30,000	Admin Facility Reserve	\$5,400 spent to date for minor, short-term fixes, determining course of action for proper security and access control system
2026 Projects			
Fingal Office - Flooring, sound proofing, minor reno, paint	\$30,000	Admin Facility Reserve	
Fingal Office – Front Counter & Security Improvements	\$25,000	Admin Facility Reserve	
Fingal Office - Sanitary Sewer Connection	\$45,000	Admin Facility Reserve	Waiting for sanitary sewer service
Economic Development Plan Update	\$45,000	Ec Dev Reserve ROD Grant	RFP for consulting services closed – bids will be considered at the next EDC meeting.

Strategic Plan Goals:

The above recommendation helps the Township meet the Strategic Plan Goal of:

- Managed Growth
- Welcoming and Supportive Neighbourhoods
- Economic Opportunity
- Fiscal Responsibility and Accountability

Respectfully submitted by:

Jeff Carswell

CAO/Clerk



TOWNSHIP OF SOUTHWOLD

Report to Council

MEETING DATE: March 9, 2026

PREPARED BY: Jeff Carswell, CAO/Clerk

REPORT NO: CAO 2026-06

SUBJECT MATTER: 2026 Municipal Election

Recommendations:

1. That Council pass draft By-law 2026-20 Alternative Voting Method (Vote By Mail), listed in the By-laws Section of the March 9, 2026 Council Agenda
2. That Council pass draft By-law 2026-21 Recount Policy in the By-laws Section of the March 9, 2026 Council Agenda
3. That Council pass draft By-law 2026-22 Delegation of Authority for Restricted Acts, listed in the By-laws Section of the March 9, 2026 Council Agenda

Background:

Prior to May 1, 2026 several policies and by-laws related to the 2026 Municipal Election need to be reviewed and re-affirmed by Council. These include:

1. Alternative Voting Methods (Vote by Mail) (By-law 2021-40)
2. Recount Policy (By-law 2022-16)
3. Election Sign By-law (By-law 2022-15)
4. Council Restricted Acts (Lame Duck Period) (By-law 2022-14, amended by 2022-73)
5. Accessible Elections Plan (adopted 2022-01-24, Res. #2022-19)
6. Use of Corporate Resources Policy (adopted 2022-02-14, Res. #2022-39)

Comments/Analysis:

1. Alternative Voting Method By-laws typically relate the upcoming election and any subsequent by-elections. By-law 2021-40 applied specifically for the 2022 Municipal Election. While there are other voting methods available, Vote by Mail

has been used for many municipal elections in Southwold and staff are not recommending a change for 2026. While Vote by Mail has potential complications, mainly around reliance on Canada Post, there are work-arounds and contingencies to ensure a successful election. It also has the advantage of a physical ballot that will be counted if submitted prior to 8 pm on voting day. While online systems are gaining traction, Vote by Mail provides an appropriate balance between simplicity, familiarity, ease of voting, security, inclusion of a physical ballot and efficient, accurate counting. An updated by-law for the 2026 election is included under by-laws. The By-law also maintains provisions for use of tabulators for vote counting.

While Alternative Voting Methods are determined by Council through passing a by-law, the Clerk is responsible for establishing the detailed procedures and forms to use the voting method approved by Council. This information will be updated and included with the Election information. See Appendix "A" for the proposed By-law.

2. The Recount Policy was adopted in 2022. This policy is not election specific and continues to apply to elections after 2022. Staff are proposing an update to address some wording and clarity issues in the policy. For example, the existing policy refers to "voters who have cast ballots" in one area and "total votes cast for the office" in another. While these terms sound similar, they are different and should be consistent in the policy. The policy also includes items which should be part of the Clerk's procedures, rather than included in the policy. The main purpose of the policy is to establish "close vote" thresholds in addition to the provisions in the Municipal Elections Act well in advance of voting day. Should there be a close vote there would be clear direction for the Clerk to proceed, rather than relying on Council direction following the election, which could be politically sensitive. See Appendix "B" for a revised policy.
3. The Election Sign By-law was passed in 2022. This by-law is not election specific and would continue to apply to elections after 2022. While there were a couple of items noted in the 2022 Election Debrief about the by-law (ie. questions about attaching signs to poles/existing infrastructure and whether utility boxes are considered a pole) these items can be addressed under the by-law and the Clerk's discretion. Staff do not see any need for changes to this by-law. See Appendix "C".
4. The delegation of authority for restricted acts by-law should be updated. The original 2022 by-law included provisions that were not permitted (ie. 2/3

consensus) and was subsequently amended. While not explicit, delegation of authority by-laws tends to apply to the upcoming election. The proposed by-law would only be applicable if Council is subject to restricted acts under Section 275. See Appendix "D" for an updated By-law.

5. The Accessible Elections Plan was approved by Council in 2022. Preparation of the plan is a requirement for the Clerk to complete and does not require Council approval. Staff have reviewed the plan, and it continues to be applicable, subject to minor adjustments for 2026 and to reflect current best practices for accessibility. Required updates will be completed by Clerk and included with information for the 2026 Election. The Clerk also needs to prepare and publish an accessibility report within 90 days of the election. See Appendix "E".
6. The Use of Corporate Resources Policy was approved by Council in 2022. This policy requires Council approval. Staff have reviewed the 2022 Election Debrief notes and there were not any references to the Use of Corporate Resources Policy. Any questions or issues from 2022 were handled with the policy. Staff reviewed the policy and are not recommending any updates at this time. See Appendix "F".

In summary,

1. Alternative Voting Methods (Vote by Mail) (By-law 2021-40) – ***New By-law Required – Listed under By-laws in the Agenda – Procedures and Forms to be developed by Clerk***
2. Recount Policy (By-law 2022-16) – ***New Policy Proposed – Listed under By-laws in the Agenda***
3. Election Sign By-law (By-law 2022-15) – ***No Action Required***
4. Council Restricted Acts (Lame Duck Period) (By-law 2022-14, amended by 2022-73) – ***New By-law Required – Listed under By-laws in the Agenda***
5. Accessible Elections Plan (adopted 2022-01-24, Res. #2022-19) – ***No Action Required – Updates, if necessary can be made by the Clerk***
6. Use of Corporate Resources Policy (adopted 2022-02-14, Res. #2022-39) – ***No Action Required***

Financial and Resource Implications:

Financial and resource implications associated with these matters are minor and must be accommodated as they relate to the 2026 Election.

Strategic Plan Goals:

The above recommendation helps the Township meet the Strategic Plan Goal of:

- Managed Growth
- Welcoming and Supportive Neighbourhoods
- Economic Opportunity
- Fiscal Responsibility and Accountability

Respectfully submitted by:

Jeff Carswell

CAO/Clerk



THE CORPORATION OF THE TOWNSHIP OF SOUTHWOLD

BY- LAW NO. 2026-20

Being a by-law authorize the Alternative Voting Method "Vote by Mail" for the 2026 Municipal Election, and to authorize the use of vote-counting equipment and to repeal By-law 2021-40

WHEREAS Subsection 42(1)(a) of the Municipal Elections Act, 1996, S.O. 1996, c. 32, as amended (the "Act"), authorizes the council of a local municipality to pass by-laws permitting the use of voting and vote-counting equipment, including vote tabulators;

AND WHEREAS Subsection 42(1)(b) of the Act authorizes the council of a local municipality to pass by-laws permitting the use of an alternative voting method that does not require electors to attend at a voting place in order to vote;

AND WHEREAS Subsection 42(3) of the Act provides that where voting equipment or an alternative voting method is authorized, the Clerk shall establish procedures and forms for their use;

AND WHEREAS Subsection 42(5) of the Act provides that when a by-law authorizing an alternative voting method is in effect, sections 43 (advance vote) and 44 (voting proxies) apply only if the by-law so specifies;

AND WHEREAS Subsection 42(6) of the Act provides that votes may be counted in the manner and at the time determined by the Clerk where voting equipment or an alternative voting method is authorized;

AND WHEREAS conducting the election and may provide for any matter or procedure that, in the Clerk's opinion, is necessary or desirable for conducting the election;

AND WHEREAS Section 44 of the Act authorizes an elector to appoint another qualified elector as a voting proxy, subject to the requirements of the Act;

AND WHEREAS and in the public interest to conduct the 2026 municipal and school board election primarily using voting by mail, to count ballots using vote tabulator

machines, and to permit limited in-person proxy voting under Clerk control to address accessibility and exceptional circumstances;

NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE TOWNSHIP OF SOUTHWOLD ENACTS AS FOLLOWS:

1. DEFINITIONS

1.1 In this By-law:

- (a) **"Act"** means the Municipal Elections Act, 1996, as amended.
- (b) **"Clerk"** means the Clerk of The Corporation of the Township of Southwold or their designate.
- (c) **"Voting Package"** means the complete set of materials issued for voting by mail, including a ballot, secrecy envelope, return envelope, voter declaration, instructions, and any other materials the Clerk considers necessary.
- (d) **"Vote-counting equipment"** means vote tabulators or other automated vote-counting equipment authorized under subsection 42(1)(a) of the Act.
- (e) **"Ballot Return Station"** means a secure location designated by the Clerk for the receipt of completed Voting Packages.
- (f) **"Proxy"** means a voting proxy appointed and certified in accordance with section 44 of the Act.

2. AUTHORIZATION – VOTING METHOD

- 2.1 Voting by mail is hereby authorized as the primary voting method for the 2026 municipal and school board election in the Township of Southwold.
- 2.2 No general in-person voting places shall be established for the election, except as expressly provided for proxy voting under section 6 of this By-law or as required by the Clerk to address accessibility or exceptional circumstances in accordance with the Act.

3. AUTHORIZATION – USE OF VOTE-COUNTING EQUIPMENT

- 3.1 Pursuant to subsection 42(1)(a) of the Act, the use of vote-counting equipment, including optical scan vote tabulators, is hereby authorized for the purpose of counting ballots cast in the 2026 municipal and school board election.
- 3.2 The Clerk is authorized to determine the selection, testing, security, programming, operation, storage, and use of vote-counting equipment in accordance with the Act and the Clerk's procedures.

4. CLERK'S AUTHORITY – PROCEDURES AND FORMS

- 4.1 The Clerk shall establish the procedures and forms governing voting by mail and the use of vote-counting equipment, including but not limited to:
- (a) issuance and replacement of Voting Packages;
 - (b) voter declarations and verification;
 - (c) receipt, custody, security, and tabulation of ballots;
 - (d) logic and accuracy testing of vote-counting equipment;
 - (e) recount and audit procedures; and
 - (f) any other matter necessary for the proper conduct of the election.
- 4.2 The procedures and forms established by the Clerk, if consistent with the principles of the Act, shall prevail over anything in the Act or the regulations made under it.

5. ISSUANCE AND RETURN OF BALLOTS

- 5.1 Voting Packages shall be issued and returned in accordance with the Clerk's procedures.
- 5.2 Completed Voting Packages may be returned:
- (a) by mail; and/or
 - (b) by delivery to a Ballot Return Station designated by the Clerk.
- 5.3 The Clerk shall determine and publicly notice the deadline by which Voting Packages must be received in order to be counted.

6. ADVANCE VOTING – SECTION 43 DOES NOT APPLY

- 6.1 For greater certainty, section 43 of the Act (advance vote) does not apply to the election conducted under this By-law.

7. PROXY VOTING – LIMITED IN-PERSON APPLICATION

- 7.1 For greater certainty, section 44 of the Act (voting proxies) applies to the election conducted under this By-law, subject to the limitations set out in this section.
- 7.2 A Proxy may vote only in person, at a time and location designated by the Clerk, and only in accordance with procedures established by the Clerk.

7.3 Proxy voting shall not apply to voting by mail, and a Proxy shall not:

- (a) receive a Voting Package on behalf of an elector;
- (b) complete, sign, or return a Voting Package on behalf of an elector; or
- (c) cast a vote by mail.

7.4 Where a vote is cast by Proxy:

- (a) the elector shall be struck from the voters' list in accordance with the Clerk's procedures; and
- (b) any Voting Package issued to that elector shall be cancelled and shall not be counted if returned.

8. COUNTING OF VOTES

8.1 Votes may be counted using vote-counting equipment and at the time and in the manner determined by the Clerk in accordance with subsection 42(6) of the Act and the Clerk's procedures.

8.2 No election results shall be released until the close of voting.

9. OFFENCES

9.1 Any person who contravenes the Act or the procedures established by the Clerk under the authority of this By-law may be subject to the enforcement provisions and penalties set out in the Act.

10. REPEAL

10.1 Any prior by-law or portion of a by-law inconsistent with this By-law is hereby repealed as of the date this By-law comes into force.

10.2 That By-law 2021-40 is hereby repealed.

11. EFFECTIVE DATE

11.1 This By-law comes into force and takes effect on the date it is passed. The alternative voting method of "Vote by Mail" is hereby authorized for the Municipal Election to be held in 2026.

READ A FIRST AND SECOND TIME, CONSIDERED READ A THIRD TIME, AND FINALLY PASSED THIS 9th DAY OF MARCH, 2026.

Mayor
Grant Jones

CAO/Clerk
Jeff Carswell

Schedule "A" to By-law 2026-21



THE CORPORATION OF THE TOWNSHIP OF SOUTHWOLD

MUNICIPAL ELECTION RECOUNT POLICY

1. PURPOSE

- 1.1 To establish circumstances under which an automatic recount shall be conducted for municipal and school board elections, in addition to those required by the Municipal Elections Act, 1996.

2. AUTHORITY

- 2.1 This policy is adopted pursuant to sections 56, 57, 58 and 60 of the Municipal Elections Act, 1996.

3. APPLICATION

- 3.1 This policy applies to all regular municipal elections and by-elections for offices elected by electors of the Municipality.

4. POLICY

- 4.1 In addition to recounts required under the Municipal Elections Act, 1996, the Clerk shall conduct an automatic recount for an office where the vote difference between the last candidate declared elected and the first candidate not declared elected is:

- i. ten (10) votes or fewer; or
- ii. one percent (1%) or less of the total votes cast for the office,

whichever is less.

5. ADMINISTRATION

- 5.1 The Clerk shall determine the date, time, location and manner of the recount and shall establish recount procedures consistent with the Municipal Elections Act, 1996 and Ontario Regulation 101/97.

6. EFFECTIVE DATE

- 6.1 This policy shall take effect on the date it is adopted by Council and shall apply to all subsequent municipal elections unless amended or repealed.



THE CORPORATION OF THE TOWNSHIP OF SOUTHWOLD

BY-LAW NO. 2022-15

Being a by-law to regulate election signs within the Township of Southwold

WHEREAS Section 11(3) of the Municipal Act, S.O. 2001, as amended, provides that a lower-tier municipality may pass by-laws respecting structures, including signs;

AND WHEREAS Section 88.2 of the Municipal Elections Act, 1996, as amended, outlines provisions for the permitting of posting election signage;

AND WHEREAS the Council of the Corporation of the Township of Southwold deems it necessary to have an Election Sign By-law for the Township of Southwold;

NOW THEREFORE the Council of the Corporation of the Township of Southwold hereby enacts as follows:

SHORT TITLE

This By-law may be cited as the 'Election Sign By-law'

Section 1 - Definitions

- 1.1 'Candidate' shall mean:
- i. the same meaning as in the Municipal Elections Act, 1996, as amended, as applicable, and shall be deemed to include a person seeking to influence another person to vote for or against any question or by-law submitted to the electors under Section 8 of the Municipal Elections Act, 1996; or
 - ii. a person running to be a Member of Provincial Parliament, who has been issued a Certificate of Nomination from a returning officer or the Chief Electoral Officer during the election period; or
 - iii. a person who seeks election to public office in a federal election trying to be elected a member of Parliament.

- 1.2 'Corner Visibility Triangle' including 'Daylighting Triangles' and 'Sight Triangles' shall mean a triangular area free of buildings or structures or other visual obstructions and formed within a corner lot by the intersection street lines or the projections thereof and a straight line connecting them 7.5 metres from their point of intersection. A corner lot is a lot situated at the intersection of and abutting two streets, or parts of the same street, the adjacent sides of which street or streets (or in the case of a curved corner, the tangents of which) contain an angle of not more than 135 degrees.
- 1.3 'Election Sign' shall mean any sign:
- i. advertising or promoting a candidate in a municipal, provincial or federal election or by-election;
 - ii. other advertising device, including without limitation, posters, placards, bulletins, banners, notices, pictures or any combination thereof, which promote or relate to any municipal, provincial or federal election, including an election of a local board or commission; and
 - iii. that uses words, pictures or graphics or any combination thereof intended to influence persons to vote for or against any question or by-law submitted to electors under Section 8 of the Municipal Elections Act, 1996, as amended.
- 1.4 'Highway' shall have the same meaning as the Highway Traffic Act, RSO 1990 c.H.8, as amended, and includes common and public highway, street, roadway, avenue, gate, alley, court, crescent, boulevard, lane, trail, way, chase, road, drive, circle, mews, line, side road, parkway, driveway, square, place, bridge, viaduct, or trestle, any part or which is intended for, or used by the general public for the passage of vehicles and includes the area between the lateral lines thereof.
- 1.5 'Municipal Law Enforcement Officer' shall mean a person appointed by the Council of the Corporation of the Township of Southwold for the purpose of enforcing Municipal By-laws and for the purpose of this by-law shall include Ontario Provincial Police and the Director of Infrastructure & Community Services or designate.
- 1.6 'Public Property' shall mean property owned by or under the control of the Township of Southwold or any of its agencies, boards or commissions, including highways, boulevards and road allowances, and shall be further deemed to include public utilities facilities, regardless of whether the public

utilities facilities are owned by or under the control of the Municipality and shall also be deemed to include, benches, municipal recycling containers or other structures, located on a highway regardless of whether the containers or structures are owned by the Municipality. Property owned by the Municipality and leased to another person or entity shall not be and shall not be deemed to be public property.

- 1.7 'Official Sign' shall mean a sign placed by the Municipality to control and regulate the movement of vehicles and pedestrians, signs posted by the Municipality under the provisions of the Sign By-law, includes a sign approved by the Ministry of Transportation Ontario, and includes signs described in the Highway Traffic Act, RSO 1990 c.H.8, as amended.
- 1.8 'Person' shall mean an individual, corporation, partnership or sole proprietorship.
- 1.9 'Premises' shall include the parking lot, adjoining fences and road allowances.
- 1.10 'Vehicle' includes any means of transportation powered by any type of motor or humanpower.
- 1.11 'Voting Place' means the entire property and all the boundaries associated with it, when such voting place is located within a public premises and shall mean all of the common elements when the voting place is located on private premises.

Section 2 - General Provisions

- 2.1 No Person shall erect, attach, place or display any Election Sign except as permitted by this by-law.
- 2.2 No Person or Candidate shall erect, attach, place or display any Election Sign or permit to be erected, attached, placed or displayed any Election Sign:
- i. on or overhanging Public Property, including a Municipal Park or a facility that is owned or operated by the Municipality;
 - ii. on a utility pole or light standard;
 - iii. which include electronic display that incorporates in any manner any flashing or moving illumination which varies in intensity or which varies in colour and signs which have any visible moving parts or

- visible mechanical movement of any description;
 - iv. on any Official Sign or Official Sign structure;
 - v. in a location that would, by reason of size, location, or illumination, obstruct the vision of drivers or pedestrians, or obstruct or detract from the visibility or effectiveness of any traffic sign or control device on public streets and roads or which are located in a sight triangle;
 - vi. which make use of words such as "STOP", "LOOK", "ONE WAY", "DANGER", "YIELD", or any similar words, phrases, symbols, lights or characters in such manner as to tend to interfere with, mislead, or confuse traffic;
 - vii. on a tree, stone or other natural object;
 - viii. at a voting place;
 - ix. on or within a vehicle parked at a voting place;
 - x. without Ontario One Call approval, where applicable;
 - xi. in a location where the Election Sign:
 - a. obstructs or impedes any required fire escape, fire exit, door, window etc., or so as to prevent or impede access of firefighters to any part of a building;
 - b. constitutes a danger or hazard to the general public.
- 2.3 No Person or Candidate, to whom the Election Sign relates, shall erect, attach, place or display or permit to be erected, attached, placed or displayed any Election Sign not in compliance with the requirements of this By-law.
- 2.4 No Person shall pull down, deface or remove a lawfully erected Election Sign on private property without the consent of the Candidate to whom the sign relates or the Owner of the property on which the Election Sign is erected.
- 2.5 No Person shall erect, attach, place or display or permit to be erected, attached, placed or displayed an Election Sign in such a position that such Election Sign would contravene any other applicable legislation.
- 2.6 No Person shall display the Township of Southwold logo, crest, trademark or seal, in whole or in part, on any Election Sign.
- 2.7 No Person or Candidate, to whom the Election Sign relates, shall erect, attach, place or display or permit to be erected, attached, placed or displayed any Election Sign on private property without the consent of the

owner or occupant of such property.

- 2.8 No Person shall erect, attach, place or display or permit to be erected, attached, placed or displayed any Election Sign except as in accordance with the Ontario Building Code Act, 1992, S.O. 1992, c. 23, as amended.
- 2.9 No person shall hinder or obstruct, or attempt to hinder or obstruct, any Municipal Law Enforcement Officer or Infrastructure & Community Services Employee while exercising any power or performing any duty under this By-law.
- 2.10 No Person shall erect, attach, place or display or permit to be erected, attached or displayed an Election Sign on any Public Property, with the exception of a Highway, pursuant to the provisions of Section 2.2 of this By-law

Section 3 - Election Sign Placement Timing

- 3.1 No Person shall erect, attach, place or display or permit to be erected, attached, placed or displayed an Election Sign prior to Nomination Day.
- 3.2 Despite Sections 3.1, an Election Sign may be erected, attached, placed or displayed once the Candidate has filed his or her nomination papers and paid the required filing fee.
- 3.3 Every Person or Candidate, to whom the Election Sign relates, shall remove the Election Sign no later than 72 hours following the Voting Day of the election for which the Election Signs were erected, attached, placed or displayed. For the purpose of this subsection, the Candidate shall be responsible for the removal of his or her Election Signs within the prescribed time frame.

Section 4 - Removal of Unlawful Election Signs

- 4.1 Where an Election Sign has been erected, attached, placed or displayed in contravention of any provision of this By-law, a Municipal Law Enforcement Officer may cause the Election Sign to be removed immediately without notice and/or take any further action as provided within this By-law.

- 4.2 If an Election Sign is removed in accordance with Section 4.1 of this By-law, any person responsible for erecting, attaching, placing or displaying the Election Sign in contravention of this by-law shall, in addition to any fine or other penalty which may be imposed for an offence under this by-law, be required to pay to the Municipality the cost of removing the Election Sign.
- 4.3 If an Election Sign is removed pursuant to Section 4.1 of this By-law, the Candidate to whom the Election Sign relates shall be responsible for payment of all fees pursuant to Section 4.4 of this By-law to cover the cost of removing the Election Sign.
- 4.4 The Election Sign removal costs owed to the Municipality under this By-law shall be ten dollars (\$10.00) for each Election Sign removed.
- 4.5 Election Signs removed, pursuant to Section 4.1 of this By-law, shall be stored by the Municipality for a period of not more than thirty (30) days, during which time the Candidate, upon payment of monies owed, may be entitled to redeem such Election Sign pursuant to Section 4.4 of this By-law.
- 4.6 Election Signs removed, pursuant to Section 4.1 of this By-law, and stored for a period of thirty (30) days, not redeemed with payment, pursuant to Section 4.5 of this By-law, shall be disposed of by the Municipality.
- 4.7 Any applicable fees as set out in this By-law may be recovered by legal action or in like manner as municipal taxes. Outstanding amounts will be applied to a Candidate's tax roll, if applicable, based on the qualifying address provided on the Candidate's nomination paper.

Section 5 - Penalty

- 5.1 Any person who contravenes any provision of this by-law is guilty of an offence and, upon conviction, is liable to the penalties specified by the Provincial Offences Act, R.S.O. 1990, c. P.33, as amended.

Section 6 - Liability for Damages

- 6.1 The provisions of this By-law shall not be construed as relieving or limiting the responsibility or liability of any person erecting, attaching, placing or displaying any Election Sign for personal injury or property damage resulting from the erecting, attaching, placing or displaying of such Election Signs or resulting from the negligence or willful acts of such person, or his or her agents or employees, in the construction, erection, maintenance, repair or removal of any such Election Signs. Likewise, the provisions of this section shall not be construed as imposing on the Corporation of the Township of Southwold, its officers, employees, servants, agents and contractors any responsibility or liability (whatsoever) by reason of the removal of any Election Sign.

Section 7 - Administration

- 7.1 In this By-law, unless the contrary intention is indicated, words used in the singular shall include the plural and words used in the male gender shall include the female gender or vice versa, where applicable.
- 7.2 If there is a conflict between a provision in this By-law and a provision of any other Municipal By-law, the provision that establishes the highest standard to protect the health, safety and welfare of the general public shall apply.
- 7.3 Nothing in this by-law relieves any person of the responsibility for adhering to other applicable laws which regulate signs or for obtaining the approval of the Federal and Provincial governments or agencies thereof as required, or for obtaining the approval of the property owner.
- 7.4 This by-law shall take effect on the date of passage by Council.
- 7.5 In the event any section or provision of this By-law is held invalid, the remainder of the By-law shall continue in force.
- 7.6 This By-law shall apply to all Signs or Election Signs which were erected, attached, placed or displayed before this By-law was enacted and passed.

READ A FIRST AND SECOND TIME, CONSIDERED READ A THIRD TIME AND FINALLY PASSED THIS 28TH DAY OF FEBRUARY , 2022.



Mayor
Grant Jones



CAO/Clerk
Lisa Higgs





THE CORPORATION OF THE TOWNSHIP OF SOUTHWOLD

BY- LAW NO. 2026-22

Being a by-law to delegate authority for restricted acts during a "Lame Duck" period and to repeal By-laws 2022-14 and 2022-73.

WHEREAS Section 275 of the Municipal Act, 2001, S.O. 2001, c. 25, as amended, restricts certain actions that Council may take in an election year when it can be determined that the incoming Council will include less than three-quarters (75%) of the members of the outgoing Council;

AND WHEREAS subsection 275(3) of the Municipal Act, 2001 restricts Council from taking action with respect to:

- a) the appointment or removal from office of any officer of the municipality;
- b) the hiring or dismissal of any employee of the municipality;
- c) the disposition of any real or personal property of the municipality which has value exceeding \$50,000 at the time of disposition; and
- d) making any expenditure or incurring any other liability which exceeds \$50,000;

AND WHEREAS subsection 275(6) of the Municipal Act, 2001 provides that nothing in section 275 prevents any person or body from exercising authority of a municipality that has been delegated prior to Nomination Day for the election of the new Council;

AND WHEREAS section 23.1 of the Municipal Act, 2001 authorizes a municipality to delegate its powers and duties by by-law;

AND WHEREAS Council of the Township of Southwold deems it expedient to delegate authority to the Chief Administrative Officer/Clerk to ensure the continued operation of the municipality during any restricted acts ("lame duck") period;

NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE TOWNSHIP OF SOUTHWOLD ENACTS AS FOLLOWS:

1. DELEGATION OF AUTHORITY

- 1.1 The Chief Administrative Officer/Clerk is hereby delegated authority, during any period in which Council is restricted under section 275 of the Municipal Act, 2001, to take such actions as may be necessary on behalf of the municipality with respect to the matters described in subsection 275(3) of the Act.

2. CONDITIONS

- 2.1 This by-law shall only come into force and effect if it is determined that the Council of the Township of Southwold is subject to the restricted acts provisions of section 275 of the Municipal Act, 2001.

3. TERM

- 3.1 The authority delegated by this by-law shall expire when the restricted period under section 275 of the Municipal Act, 2001 ends, or when the new Council takes office, whichever occurs first.

4. REPORTING

- 4.1 The Chief Administrative Officer/Clerk shall report to Council on any actions taken pursuant to this by-law, at the first regular meeting of the new Council or as soon as reasonably practicable.

5. EFFECTIVE DATE

- 5.1 This by-law shall come into force and take effect upon its passing, subject to Section 2.1.

6. REPEAL PRIOR BY-LAWS

- 6.1 That By-laws 2022-14 and 2022-73 be repealed.

READ A FIRST AND SECOND TIME, CONSIDERED READ A THIRD TIME, AND FINALLY PASSED THIS 9th DAY OF MARCH, 2026.

Mayor
Grant Jones

CAO/Clerk
Jeff Carswell



TOWNSHIP OF
Southwold

2021 Municipal Elections Accessibility Plan

1. Table of Contents

1. Introduction
 - 1.1 Municipal Elections Act, 1996, as amended – Legislative Requirements
 - 1.2 Accessible Customer Service
 - 1.3 Definition of Disability
2. Feedback
3. Consultations
4. Communications and Information
5. Assistance to Candidates
6. Voting Places
7. Voting Provisions for Electors with Disabilities
8. Accessibility Training for Election Officials
9. Post-Election Report

1. Introduction

The Election's Accessibility Plan supports and strengthens the Township's commitment and efforts to respond to the needs of persons with disabilities. The focus of this Plan is to ensure that electoral services are accessible to all electors and candidates, to identify and eliminate barriers for persons with disabilities, and to create a positive voting experience.

The Clerk's Office will continue to learn, develop, and adjust our approaches in order to meet the needs of persons with disabilities. The review of accessibility issues and initiatives and addressing barrier prevention or removal is an ongoing practice. This plan will be improved and updated as new opportunities are identified or become available.

1.1 Municipal Elections Act, 1996, as amended – Legislative Requirements

The Clerk is responsible for conducting municipal elections and establishing policies and procedures to ensure that all electors have the opportunity to fully participate in the 2022 Township of Southwold Municipal Election.

The Municipal Elections Act, 1996, as amended states the following:

12.1 (1) A clerk who is responsible for conducting an election shall have regard to the needs of electors and candidates with disabilities.

12 (2) The clerk shall prepare a plan regarding the identification, removal and prevention of barriers that affect electors and candidates with disabilities and shall make the plan available to the public before voting day in a regular election. 2016, c. 15, s.11.

12 (3) Within 90 days after voting day in a regular election, the clerk shall prepare a report about the identification, removal and prevention of barriers that affect electors and candidates with disabilities and shall make the report available to the public. 2016, c. 15, s. 11.

41 (3) The clerk shall make such changes to some or all of the ballots as he or she considers necessary or desirable to allow electors with visual impairments to vote without the assistance referred to in paragraph 4 of subsection 52 (1). 1996, c. 32, Sched., s. 41 (3); 2001, c. 32, s. 30(1).

45 (2) In establishing the locations of voting places, the clerk shall ensure that each voting place is accessible to electors with disabilities.

1.2 Accessible Customer Service

The Clerk's Office is committed to making our services accessible to everyone, including people with disabilities. We comply with the customer service standards of the Accessibility for Ontarians with Disabilities Act, 2005.

In fulfilling our mission, the Clerk's Office will at all times provide its services in a way that respects the dignity and independence of people with disabilities. We give people with disabilities the same opportunity to access our services in the same place, and in a similar way as others.

1.3 Definition of Disability

The Accessibility for Ontarians with Disabilities Act, 2005 defines "disability" as follows:

- (a) any degree of physical disability, infirmity, malformation or disfigurement that is caused by bodily injury, birth defect or illness and, without limiting the generality of the foregoing, includes diabetes mellitus, epilepsy, a brain injury, any degree of paralysis, amputation, lack of physical co-ordination, blindness or visual impediment, deafness or hearing impediment, muteness or speech impediment, or physical reliance on a guide dog or other animal or on a wheelchair or other remedial appliance or device,
- (b) a condition of mental impairment or a developmental disability,
- (c) a learning disability, or a dysfunction in one or more of the processes involved in understanding or using symbols or spoken language,
- (d) a mental disorder, or
- (e) an injury or disability for which benefits were claimed or received under the insurance plan established under the Workplace Safety and Insurance Act, 1997.

Disabilities can take many forms, both visible and invisible. The following criteria were considered in the development of this Plan:

- Policies and procedures must be consistent with the principles of the Municipal Elections Act, 1996 and must respect the dignity and independence of persons with disabilities
- Access to electoral services must be integrated and equitable; Initiatives should address and accommodate a wide range of abilities; and

- The Township’s AODA-compliant customer service policy for providing services to people with disabilities must be followed throughout the election process.

2. Feedback

The Clerk welcomes feedback to identify areas where changes need to be considered and ways in which the Township can improve the delivery of an accessible Election. This Plan is a living document and will continue to undergo changes.

Please provide us with your feedback so that we know how to best provide an accessible election. Feedback on this Plan can be submitted through the following channels:

Email : cao@southwold.ca
 Phone : 519-769-2010
 Fax : 519-769-2837
 By Mail: Township of Southwold
 Clerk’s Office - Elections
 35663 Fingal Line, Fingal ON N0L1K0

If you require this information in a different format, please let us know.

3. Consultations

Consultations with individuals and community groups provide greater knowledge and understanding in conducting elections that are accessible to all.

Actions	
Consult with individuals and groups knowledgeable in providing services to persons with disabilities in order to gain better understanding of their needs and to obtain feedback on this Plan by:	Presenting election accessibility initiatives to the County of Elgin Accessibility Coordinator
	Enlisting the assistance of disability groups (as applicable) to disseminate election information and raise awareness about Township’s accessibility initiatives to its members.
	Partnering with disability groups (as applicable) to channel election information through their networks and communities using newsletters, links to the Township’s website, social media, etc.
	Conducting a post-election review to evaluate the success of the various accessibility initiatives.

4. Communications and Information

Communication and information initiatives ensure election information is accessible and available in alternative formats.

Initiative	Actions
Provide election information in alternative formats (upon request) and through multiple channels by:	Producing a How to Vote Booklet in English and in additional languages (upon request) and make the booklet available at all voting places.
	Producing a Township-wide mail-out election flyer that outlines key election information.
Providing an informative and accessible election web page by: https://www.southwold.ca/en/municipal-office/elections.aspx	Ensuring election information is available in clear, simple language.
	Regularly updating election information posted on the Township's website to reflect the most recent developments and information.
	Ensuring election web pages are WCAG 2.0 Level AA Compliant.

5. Assistance to Candidates

Providing candidates with information on how to make their campaigns accessible to the public and providing candidates with election information in accessible and alternative formats.

Initiative	Actions
Provide candidates with information on how to make their campaigns more accessible	Providing candidates with links to the following provincial publications from our Elections website: <ul style="list-style-type: none"> • Accessible Campaign Information and Communication • Accessible All-Candidate Meetings
	Providing candidates with the AMCTO Candidates' Guide to Accessible Elections
Provide candidates with access to information in alternative formats (upon request) by:	Ensuring the candidate's guide and/or other relevant publications are available in an accessible format (upon request).
Ensure candidate information sessions are accessible by:	Holding candidate information sessions in accessible locations.
	Making accommodations and special services (for example, ASL interpreters) available upon request.

6. Voting Places

These initiatives cover all aspects of obtaining voting places that are accessible to all.

Initiative	Actions
Ensuring all voting places are accessible to electors with disabilities by:	Inspecting all voting places to ensure each facility has: <ul style="list-style-type: none"> • Barrier free path of travel from the parking lot/sidewalk • Barrier free parking, where parking is provided • Door operators or accessible doors • Adequate lighting
	Inspecting all voting places to ensure all locations are accessible: <ul style="list-style-type: none"> • Where possible, make modifications to existing voting places to make

	<p>them accessible, for example, temporary ramps</p> <ul style="list-style-type: none"> • Places that cannot be made accessible will be relocated or merged with other voting places in the vicinity
	<p>Conduct an additional accessibility check in September/October to ensure that there have been no changes to locations.</p>
	<p>Have elections staff perform final accessibility checks during the advance vote and on election day to verify the accessibility of the voting place.</p>
<p>Ensure all voting place access routes and entrances are clearly identified by:</p>	<p>Ensuring there is designated or reserved parking for persons with disabilities at each voting location where parking is available.</p>
	<p>Marking parking spaces clearly with accessibility symbol or sign.</p>
	<p>Providing appropriate signage at voting places.</p>
	<p>Ensuring electors with accessibility needs are directed to the accessible voting entrances by prominent signage.</p>
	<p>Where possible the accessible entrance is the same as the main entrance.</p>
<p>Provide mechanism for feedback on the list of proposed voting places by:</p>	<p>Inviting disability groups and individuals (as applicable) with disabilities to provide feedback on the list of proposed voting places.</p>
	<p>Using the received feedback to ensure that all voting places are accessible to electors, as required by the Municipal Elections Act, 1996.</p>
<p>Set up process to facilitate notification of disruptions to service or last-minute changes to voting places so that:</p>	<p>In the event of disruptions to service or unforeseen circumstances that affect the accessibility of voting places during the advance vote or on election day, notices of disruption will be posted in real time:</p> <ul style="list-style-type: none"> • On the Township's website

	<ul style="list-style-type: none"> • On social media: Township of Southwold's Facebook page, Twitter, and Instagram accounts • At the site of disruption <p>When applicable, a media advisory will be issued.</p>
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7.Voting Provisions for Electors with Disabilities

Various initiatives regarding voting places are used to achieve our goals of barrier free election,

Initiative	Action
Welcome the use of support persons and service animals in voting places:	Any person with a disability accompanied by a support person or service animal may enter the Clerk's Offices or any voting place with his or her support person or service animal.
Provide assistance to electors with disabilities as required by:	Having election official in the voting place to assist a voter in casting his/her ballot when requested.
	Making accommodations for electors with disabilities as required.
Provide for curbside voting:	While all voting places are accessible to all electors, electors with a physical disability can request that the ballot be brought out to their vehicle or to another location within the voting place.
Provide supplies to assist electors with disabilities.	Having magnifying sheets (4x) available at all voting places to assist electors with low vision.
	Having note pads and pens available at all voting places to assist communication with electors who are deaf, deafened, or hard of hearing.
	Having a How to Vote booklet available at all voting places.

8. Accessibility Training for Election Officials

Develop accessibility training and development of reference materials for all election staff.

Initiative	Actions
Ensure all election officials receive accessible customer service training by:	Holding training sessions for election staff on accessibility requirements, serving people with disabilities and on the accommodations and special services available to assist electors.
	Requiring all staff to sign that they received elections and accessibility training.
Develop reference materials for all election officials highlighting how to serve voters with disabilities by:	Including AODA, customer service standard, and serving people with disabilities messaging in all training materials and classroom training being provided to all elections staff.

9. Post-Election Report

Section 12.1 (2) of the Municipal Elections Act, 1996 as amended states the following:

“Within 90 days after voting day in a regular election, the clerk shall submit a report to council about the identification, removal and prevention of barriers that affect electors and candidates with disabilities.”

The Clerk’s post-election report will be posted on the Township’s web site in a format accessible to persons with disabilities and distributed to disability groups and other stakeholders as requested.



Southwold

TOWNSHIP OF SOUTHWOLD

MUNICIPAL ELECTION DATE

POLICY FOR THE USE OF MUNICIPAL RESOURCES

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PART II

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USE OF CORPORATE RESOURCES POLICY

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2. Scope of Policy
3. Policy Purpose
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 - 4.2 Specific Regulations – Council
 - 4.3 Staff Involvement
5. Policy Management

PART I - EXECUTIVE SUMMARY

This report recommends the now mandatory adoption of a Use of Corporate Resources for Elections Policy, which will serve as a guide for members of Council, candidates, staff, local boards of the Township of Southwold and the public on the appropriate use of corporate resources.

While it is recognized that members of Council must be able to perform the duties of their office during an election year, it is also important to establish clear guidelines to ensure that the election campaigns of sitting members do not receive any benefits by virtue of their office and at the same time clarify the use of corporate resources for other candidates, municipal staff, and the public.

The Municipal Elections Act, 1996 prohibits the municipality and its local boards from making a contribution to a candidate. As contributions may take the form of money, goods or services, publicly clarifying the goods and services, which would not be available to sitting members of Council and/or candidates, would establish reference criteria for all, including campaign workers and municipal staff.

PART II - DISCUSSION

Currently the Township of Southwold provides very few enhanced services to sitting members of Council, unlike some larger municipalities which provide office space, dedicated staff and budget allowances. Regardless, this review of corporate resources has included such provisions resulting in an all-inclusive, forward-looking policy.

The Use of Corporate Resources policies which have been reviewed address the following issues:

1. Communications, newsletters, advertising
2. Media relations, press releases
3. Use of facilities and meeting rooms
4. Use of municipal logos and trademarks
5. Use of resources including phones, printing, stationary, postage
6. General purchasing powers
7. Computer use, websites, website links and social media
8. Access to information and staff
9. Staff involvement in election campaigns

The premise of a Use of Corporate Resources policy is to ensure that all candidates, including sitting members of Council, enjoy the same privileges.

PART III – USE OF CORPORATE RESOURCES POLICY

1. POLICY STATEMENT

The Corporation of the Township of Southwold and its local boards are committed to ensuring accountable and transparent election practices, relating to the use of corporate resources.

2. SCOPE OF POLICY

This policy applies to members of Council and its local boards, Township and local board employees, registered election candidates (including acclaimed candidates), registered third parties, and members of the public.

3. POLICY PURPOSE

To supplement the provisions of the Code of Conduct and the Municipal Elections Act, 1996, to provide consistent information and direction to ensure that the Township of Southwold's corporate resources and those of its local boards as defined in the Municipal Act are not provided or used for any election-related purpose, unless required or directed by staff in the conduct of said election. Where Township, municipal or related terms are used, it shall also be read to include its local boards as applicable.

4. POLICY

4.1. General Provisions:

4.1.1. In accordance with the provisions of the Municipal Elections Act, 1996:

- a) Corporate resources and funding may not be used for any election-related purposes
- b) Staff may not canvass or actively work in support of a municipal candidate or third party during normal working hours unless they are on a leave of absence without pay, lieu time, float day or vacation leave;
- c) Municipal facilities/property may not be used for any election related purposes, which includes displaying of any campaign related signs or materials on such premises unless all candidates are afforded the same opportunity.

4.2 Specific Regulations:

4.2.1 The following, if supplied by the Township, shall be discontinued for all members of Council throughout the nomination period from May 1st of the municipal election year until Voting Day, for any members running as candidates in the by-election:

- a) All forms of advertising, including advertising in municipal publications;
- b) All printing, high speed photocopying and distribution, including printing and general distribution and display of newsletters unless so directed and approved by Council;
- c) The ordering of any stationery or office supplies or furnishings unless approved by the Township CAO/Clerk;
- d) Links to Council member-related web sites or social media links;
- e) The posting of information relating the activities of Council or any member of Council on the Township's website, excluding the minutes of Council and committee meetings. Only the contact phone and/or email posted for each member of Council at the commencement of each term shall remain on the corporate website.

4.2.2 To avoid any confusion with any website or social media accounts used for Council work, members of Council who choose to create or use their own websites or social media accounts shall from the date of until Voting Day, for any members running as candidates in the byelection:

- a) Include a clear statement, easily found and readable, on each website or social media account's home page indicating that the account is the personal account of the candidate and that no municipal corporate resources are expended as a result. Sitting Councillors are encouraged to include in the statement whether the site/social media page is being used either solely for Council work, for both Council work and election campaign purposes, or solely for election campaign purposes;
- b) Include the statement in clause a) for as long as the website or account is accessible by the public.

4.2.3 Members of Council shall not:

-
- a) Print or distribute any material paid for by municipal funds that illustrates that a member of Council or any other individual is registered in any election or where they will be running for office;
 - b) Profile (name or photograph), or make reference to, in any material paid for by municipal funds, any individual who is registered as a candidate in any election;
 - c) Print or distribute any material using municipal funds that makes reference to, or contains the names, photographs, or identifies registered candidates for municipal elections;
 - d) Use the corporate website, domain names, other corporate systems, the Township logo for campaigning/advertising or as a substitute to distributing newsletters or flyers throughout the period from May 1st of the municipal election year until Voting Day, inclusive or in the case of a municipal by-election, for the period 60 days prior to and inclusive of Voting Day;
 - e) Use the municipality's voicemail system to record election-related messages;
 - f) Use the Township's computer network (including the Township's email system) for election-related correspondence;
 - g) Use any photographs produced for and owned by the Township of Southwold or any photos taken utilizing Township equipment or sent through Township email accounts for any election-related purposes;
 - h) Use municipal property or staff in any campaign photos or images unless all candidates are afforded the same opportunity. Photos/images of external Township facilities are permitted. Photos/images of internal Township facilities are not permitted
 - i) Use any corporate facility/property for any election-related purpose unless a market value rental fee has been established corporately and the rental of such is available to all candidates and third parties. Notwithstanding the foregoing, no facility/property shall be rented or used for any municipal election-related purpose by members of Council, candidates, third parties, or the public during any day that voting is taking place on the property, including set-up, hosting, or take-down activities;
 - j) Benefit from the use of any corporate pricing established under the Township's purchasing policy;

k) Use any Council or Councillor budgets for election-related purposes or to advertise, promote or support any candidate, third party or any position related to any questions which may be authorized to be placed on the ballot.

4.2.4 Clauses d) g) h) i) above shall also apply to registered candidates, third parties and the public.

4.3 Staff Involvement:

4.3.1 Staff, are discouraged from assisting with or any involvement in municipal election campaigns, including posting election signs on their property, phone and e-mail solicitations, signing nomination papers, distribution of brochures and wearing candidate buttons; due to a perceived conflict of interest.

4.3.2 Staff, including full time, part time and contract employees shall:

a) Behave in a manner that is impartial, fair and unbiased toward all registered candidates and third parties;

b) Consult with their direct Supervisor prior to agreeing to perform any task requested by a member of Council, registered candidate, or third party that exceeds their normal duties or could be construed as contributing to an election campaign;

c) Not rent any corporate facility/property for any municipal election-related purpose to members of Council, candidates, third parties, or the public during any day that voting is taking place anywhere on the property, including set-up, hosting, or take-down activities;

d) Take care to separate personal activities from their official positions and shall not canvass or actively work in support of a municipal candidate or third party during normal working hours unless on a leave of absence without pay, lieu time, float day or vacation leave;

e) Request and obtain a leave of absence without pay should they wish to run for federal, provincial or municipal office and abide by the respective legislation governing such elections.

4.3.3 Staff may be involved in provincial and federal campaigns as long as this involvement does not affect the objectivity with which they must discharge their duties as a representative of the Township.

5. *POLICY MANAGEMENT*

5.1 Staff are authorized and directed to take the necessary action to give effect to this policy.

5.2 The Integrity Commissioner may at any time be consulted by members of Council with regard to complying with any part of this policy and will be responsible for enforcement of this policy through Council's Code of Conduct.

5.3 Nothing in this policy shall preclude a member of Council from performing their duties as a Councillor, nor inhibit them from representing their constituents.

5.4 The Township Clerk is delegated the authority to make administrative changes to this policy that may be required from time to time due to legislative changes or if, in the opinion of the Township Clerk, the amendments do not change the intent of the policy.

ELGIN COUNTY

From the Council Chambers

February 24, 2026

Council Meeting

Elgin Clean Water Program 2025 Annual Report Presented to Council

Council received a presentation from Betsy McClure, Program Coordinator for the Elgin Clean Water Program (ECWP), regarding the 2025 Annual Report. The program, delivered in partnership with the four conservation authorities serving Elgin County, provides technical expertise and financial incentives to landowners to support projects that improve water quality, reduce erosion, and enhance wildlife habitat across the County.

In 2025, a total of 28 projects were completed, supported by \$103,635 in ECWP grant funding. These projects leveraged \$259,557 in matching funding and \$85,190 in landowner contributions, for a total project value of \$448,382. Wetland creation remained the most active category, with 15 projects completed, alongside erosion control, well management, livestock management, tallgrass prairie establishment, and cover crop projects.

The presentation also highlighted the introduction of a new Maintenance Funding Category in 2025. This category provides financial assistance for the repair and upkeep of previously funded projects, helping to protect past investments and ensure long-term environmental benefits. Since its launch in 2012, the program has supported 368 projects and awarded more than \$1 million in grant funding to improve water quality and habitat conditions throughout Elgin County.

For the full Council Agenda, [click here](#).



Committee of the Whole

Official Plan Amendment No. 27 – Town of Aylmer (516 John Street North)

Council received a presentation from Betsy McClure, Program Coordinator for the Elgin Clean Water Program (ECWP), regarding the 2025 Annual Report. The program, delivered in partnership with the four conservation authorities serving Elgin County, provides technical expertise and financial incentives to landowners to support projects that improve water quality, reduce erosion, and enhance wildlife habitat across the County.

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Recommendations Endorsed for Council Learning Sessions

The Committee considered a report outlining recommended topics for future Council learning sessions. The sessions are intended to provide education and training opportunities for members of Council on key areas of municipal governance and operations, particularly on days when regular meeting agendas are lighter.

Suggested topics include the land use planning process, municipal finance and the Municipal Act, risk management and insurance, the respective roles of Council and administration, funding models for long-term care, land ambulance services, Provincial Offences Administration, Council's role as a Library Board, community development initiatives, and the Development Charges Act. The Committee was asked to identify four or five priority topics for the remainder of the current term, with additional topics potentially incorporated into a comprehensive orientation program for the next term of Council.

It was noted that learning sessions may be held in closed session in accordance with Section 239(3.1) of the Municipal Act, as they are intended strictly for education and training purposes and will not materially advance Council's decision-making. Highlights from each session will be summarized and shared publicly following the training. The Committee endorsed the recommended topics and approved the prioritization process.

For the full Committee of the Whole Agenda, [click here](#).

Ministry of Finance
Office of the Parliamentary Assistant
to the Minister of Finance

Ministère des Finances
Bureau de l'adjoint
parlementaire du ministre des Finances



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Justin Pennings
Deputy Mayor, Township of Southwold
deputymayorpennings@southwold.ca

Dear Deputy Mayor Pennings:

It was a pleasure meeting with you and your delegation during the 2026 Rural Ontario Municipal Association (ROMA) Conference. I appreciated the opportunity to engage in a thoughtful discussion regarding the provincial property tax reassessment and appeals in your municipality. I have shared your comments and priorities with Minister Bethlenfalvy.

In planning for the next reassessment, we have to get there in a balanced and responsible manner to ensure fairness and stability. Your feedback will help to ensure the property assessment and taxation system is working effectively for Ontario businesses and families while ensuring stability in challenging economic circumstances.

We also recognize the challenge that pending appeals create for municipalities. The Ministry of Finance staff have requested the Municipal Property Assessment Corporation (MPAC) reach out to your municipality to provide information regarding the status of the commercial property appeal you raised. We will continue to work together with MPAC, to review the Assessment Review Board and the broader property assessment and taxation system.

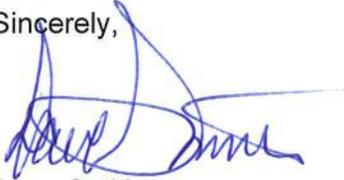
Please know that I have shared your comments with the Honourable Doug Downey, Attorney General, and I encourage you to work with his office.

Our government recognizes the vital role municipalities play in delivering essential local services. By continuing to work together, we can build resilient communities and help drive Ontario's economic progress for generations to come.

.../cont'd

Thank you again for the opportunity to engage in this important dialogue. We look forward to continued collaboration.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Dave Smith', with a large, sweeping flourish extending to the right.

Dave Smith
Parliamentary Assistant to the Minister of Finance

c: The Honourable Peter Bethlenfalvy, Minister of Finance
The Honourable Doug Downey, Attorney General
His Worship Grant Jones, Mayor, Township of Southwold
Ian Freeman, Assistant Deputy Minister, Provincial-Local Finance Division,
Ministry of Finance



THE CORPORATION OF THE TOWNSHIP OF PAPINEAU-CAMERON

4861 Highway 17, P.O. Box 630, Mattawa ON P0H 1V0
Office: (705) 744-5610 • Fax: (705) 744-0434 • Garage: (705) 744-5072
E-mail: admin@papineaucameron.ca Website: www.papineaucameron.ca

February 26, 2026

The Ontario Veterinary College
50 Stone Road East
Guelph, ON N1G 2W1

RE: Ontario Veterinary College expansion of enrollment capacity

The Council of The Corporation of The Township of Papineau-Cameron met at their Regular Council Meeting on February 24, 2026 and passed the attached resolution 2026-50 that relates to the Ontario Veterinary College's enrollment capacity.

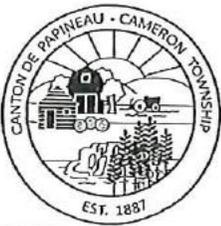
Yours truly,



Venessa Wilson
Administrative Assistant

Encl: Resolution 2026-50, Township of Papineau-Cameron

Cc: The Ontario Ministry of Agriculture, Food and Agribusiness
The Canadian Veterinary Medical Association
The Honorable Victor Fedeli, MPP, Minister of Economic Development, Job Creation and Trade
The Honorable Trevor Jones, MPP, Minister of Agriculture, Food and Agribusiness
The Honorable Nolan Quinn, MPP, Minister of Colleges, Universities, Research Excellence and Security
Association of Municipalities of Ontario
All Ontario Municipalities



THE CORPORATION OF THE TOWNSHIP OF PAPINEAU-CAMERON

4861 Highway 17, P.O. Box 630, Mattawa ON P0H 1V0
Office: (705) 744-5610 • Fax: (705) 744-0434 • Garage: (705) 744-5072
Website: www.papineaucameron.ca

DATE: February 24, 2026

RESOLUTION NUMBER: 2026-50

MOVED BY:



SECONDED BY:



WHEREAS large animal livestock owners in Northern Ontario have extremely limited access to large animal veterinary services;

AND WHEREAS the cost of large animal veterinary services in Northern Ontario is significantly higher due to long travel distances and the limited number of large animal veterinarians available to service the region;

AND WHEREAS it has come to the attention of the Council of Papineau-Cameron Township that three qualified individuals within our community have applied to the Ontario Veterinary College for large animal veterinary, but were denied admission due to limited enrollment capacity;

THAT the Council of Papineau-Cameron Township formally requests that the Ontario Veterinary College, the Ontario Ministry of Agriculture, Food and Agribusiness, and the Canadian Veterinary Medical Association consider expanding enrollment capacity at the Ontario Veterinary College to allow more qualified applicants to pursue certification as large animal veterinarians.

AND FURTHER THAT a copy of this resolution be forwarded to the Ontario Veterinary College, the Ontario Ministry of Agriculture, Food and Agribusiness, the Canadian Veterinary Medical Association, the Hon. Victor Fedeli MPP Minister of Economic Development, Job Creation and Trade, the Hon. Trevor Jones MPP Minister of Agriculture, Food and Agribusiness, the Hon. Nolan Quinn MPP Minister of Colleges, Universities, Research Excellence and Security, Association of Municipalities of Ontario, and Ontario Municipalities for their consideration and support.

CARRIED:



(Mayor)

NOT CARRIED:

(Mayor)

Recorded Vote (Upon Request of Councillor _____) Section 246 (1) Municipal Act

RECORDED DIVISION VOTE	YES Signature	NO Signature	ABSTAIN Signature
Mayor Robert Corriveau			
Deputy Mayor Shelley Belanger			
Councillor Keith Dillabough			
Councillor Jason Bélanger			
Councillor Mélanie Chenier			

COPY

Township of Southgate
Administration Office
185667 Grey County Road 9, RR 1
Dundalk, ON N0C 1B0



Phone: 519-923-2110
Toll Free: 1-888-560-6607
Fax: 519-923-9262
Web: www.southgate.ca

February 20, 2026

Re: Township of Southgate – Support for Bill 21, Protect Our Food Act, 2025

Please be advised that at the February 18, 2026, regular Council meeting, the Council of the Corporation of the Township of Southgate, approved the following:

No. 2026-073

Moved By Councillor Shipston

Seconded By Councillor Ferguson

WHEREAS arable land is a critical finite resource; and

WHEREAS Ontario loses as much as 319 acres of farmland a day; and

WHEREAS Ontario's farmland provides food, fiber and fuel to all of Ontario and beyond;

NOW THEREFORE BE IT RESOLVED THAT the Council of the Township of Southgate support Bill 21, Protect Our Food Act, 2025 and strongly urges the provincial government to support this and every measure to protect our farmland, to aggressively prevent further losses and to ensure the future of agriculture in Ontario for future generations; and

That a copy of this resolution be sent to the Premier of Ontario, the Minister of Agriculture, Food and Agribusiness, the Minister of the Environment, Conservation and Parks, the Minister of Municipal Affairs and Housing, the Minister of Economic Development, Job Creation and Trade, MPP Paul Vickers, Senator Rob Black, the Ontario Federation of Agriculture, the Association of Municipalities of Ontario, and all Municipalities in Ontario.

If you have any questions, please contact our office at (519) 923-2110.

Sincerely,



Lindsey Green, Clerk
Township of Southgate

CC: Honourable Doug Ford, Premier of Ontario
Honourable Trevor Jones, Minister of Agriculture Food and Agribusiness
Honourable Todd McCarthy, Minister of the Environment, Conservation and Parks
Honourable Rob Flack, Minister of Housing and Municipal Affairs
Honourable Victor Fedeli, Minister of Economic Development, Job Creation and Trade
MPP Paul Vickers – Bruce – Grey – Owen Sound
Senator Rob Black
Ontario Federation of Agriculture
Association of Municipalities of Ontario
Municipalities in Ontario

YOU'RE INVITED: MARCH PUBLIC OPEN HOUSES

Learn about what new research tells us about the future of the Lake Erie coastline and our beaches.

24

Birds Canada Headquarters

15 Front Rd., Port Rowan
3-5 p.m. and 6-8 p.m.

25

Port Stanley Arena

332 Carlow Rd., Port Stanley
2-4 p.m. and 6-8 p.m.

26

Rodney Community Centre

135 Queen Line., Rodney
2-4 p.m. and 6-8 p.m.



THE CORPORATION OF THE TOWNSHIP OF SOUTHWOLD

BY- LAW NO.2026-19

Being a By-law to amend User Fees – Planning Fees By-law No. 2025-30

WHEREAS Section 391 of the Municipal Act, 2001, R.S.O.2001, c. 25, as amended, provides that the Council of a local municipality may pass by-laws to impose fees and charges;

AND WHEREAS Section 69(1) of the Planning Act, R.S.O. 1990, c.P.13, as amended, enables a municipality to establish fees for the processing of applications made in respect of planning matters;

NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE TOWNSHIP OF SOUTHWOLD ENACTS AS FOLLOWS:

1. That Schedule "A" to By-law No. 2025-30 be amended by deleting all lines for Department: Infrastructure and Development, Category: Planning and substituting therefor Schedule "A" attached hereto and forming part of this by-law being revised fees for Department: Infrastructure and Development, Category: Planning.
2. This by-law comes into full force and effect on final passing.

READ A FIRST AND SECOND TIME, CONSIDERED READ A THIRD TIME, AND FINALLY PASSED THIS 9th DAY OF MARCH, 2026.

Mayor
Grant Jones

CAO/Clerk
Jeff Carswell

Department	Category	Sub Category	Item	User Fee	Notes
Infrastructure & Development	Planning	All Agreements	Amendment to Planning and Development Agreements (Severance, Site Plan, Subdivision, Condominium) - Administration Fee	\$500.00	plus actual costs for in-house and external review of Development Proposals - see below
Infrastructure & Development	Planning	Cash-in-Lieu	Cash-in-Lieu of Parkland Fee - Residential Severance	\$1,750.00	/Residential Lot Created (Per severed lot. Applies to residential lot severances/Consents only)
Infrastructure & Development	Planning	Cash-in-Lieu	Cash-in-Lieu of Parkland Fee - All Subdivision of Land except Residential Severances (subdivisions/condominiums)	Industrial/Commercial Purposes - 2% of land value 5% land value All other purposes (Residential) - 5% of land value	As per Section 51.1 of the Planning Act, based on land valuation calculation
Infrastructure & Development	Planning	Cash-in-Lieu	Cash-in-Lieu of Parkland Fee - Lot Line Adjustments	\$0.00	no charge
Infrastructure & Development	Planning	Comment/Letter	Telecommunications Towers	\$500.00	Review of application, preparation of report, Council comment submitted to proponent
Infrastructure & Development	Planning	Cost Recovery	In-house review of Development Proposals	Actual Staff Costs(Wage&OH) plus 15% Administration Fee to a max. of \$1,000 for Admin Fee	Internal staff time and expenses related to engineering that go beyond typical Township comments on an application. Generally applied to review of plans, specifications, terms, etc. for incorporation into and for preparation of agreements.
Infrastructure & Development	Planning	Cost Recovery	External review of Development Proposals (Engineering, Legal, Planning, other consultants)	Actual Costs plus 15% Administration Fee to a max. of \$1,000 for Admin Fee	Internal staff time and expenses related to engineering that go beyond typical Township comments on an application. Generally applied to review of plans, specifications, terms, etc. for incorporation into and for preparation of agreements.
Infrastructure & Development	Planning	Minor Variance	Minor Variance Application (section 45(1) to 45(3) of the Planning Act) - Simple	\$900.00	
Infrastructure & Development	Planning	Minor Variance	Minor Variance Application (section 45(1) to 45(3) of the Planning Act) - Requiring External Studies/Review	\$1,500.00	
Infrastructure & Development	Planning	Official Plan	Official Plan Amendment Application (includes planning report)	\$3,000.00	

Department	Category	Sub Category	Item	User Fee	Notes
Infrastructure & Development	Planning	Official Plan/Zoning	Combined application to amend the Official Plan and Zoning By-law in respect of the same lands (includes planning reports)	\$4,500.00	
Infrastructure & Development	Planning	Other	Pre-consultation meeting with Planner (non-refundable) and only charged after 1st meeting	\$250.00	First Meeting is Free
Infrastructure & Development	Planning	Other	Any legal or consulting fees over and above established rates will be added to all planning fees.		
Infrastructure & Development	Planning	Part Lot Control	Application for Part Lot Control	\$800.00	
Infrastructure & Development	Planning	Severance	Application for Consent/Severance/Validation of Title (Sections 53 and 57 of the Planning Act)	\$1,100.00	
Infrastructure & Development	Planning	Severance	Severance Agreement - Administration Fee - First agreement	\$500.00	plus actual costs for in-house and external review of Development Proposals - see below
Infrastructure & Development	Planning	Severance	Severance Agreement - each additional lot that was part of the original severance	\$0.00	plus actual costs for in-house and external review of Development Proposals - see below
Infrastructure & Development	Planning	Site Plan	Site Plan Application	\$2,000.00	plus actual costs for in-house and external review of Development Proposals - see below
Infrastructure & Development	Planning	Subdivision/Condominium	Plans of Subdivision/Plans of Condominium Application	\$3,000.00	plus actual costs for in-house and external review of Development Proposals - see below
Infrastructure & Development	Planning	Zoning	Zoning By-law Amendment Application (includes planning report) - Relating to an Excess Farm Dwelling Severance	\$900.00	
Infrastructure & Development	Planning	Zoning	Zoning By-law Amendment Application (includes planning report) - All Others	\$2,250.00	
Infrastructure & Development	Planning	Zoning	Temporary Use By-law (section 39 and 39.1 of the Planning Act)	\$1,125.00	
Infrastructure & Development	Planning	Zoning	Temporary Use By-law - Refundable Deposit	\$5,000.00	Fully refundable upon compliance



THE CORPORATION OF THE TOWNSHIP OF SOUTHWOLD

BY- LAW NO. 2026-20

Being a by-law to authorize the Alternative Voting Method "Vote by Mail" for the 2026 Municipal Election, and to authorize the use of vote-counting equipment and to repeal By-law 2021-40

WHEREAS Subsection 42(1)(a) of the Municipal Elections Act, 1996, S.O. 1996, c. 32, as amended (the "Act"), authorizes the council of a local municipality to pass by-laws permitting the use of voting and vote-counting equipment, including vote tabulators;

AND WHEREAS Subsection 42(1)(b) of the Act authorizes the council of a local municipality to pass by-laws permitting the use of an alternative voting method that does not require electors to attend at a voting place in order to vote;

AND WHEREAS Subsection 42(3) of the Act provides that where voting equipment or an alternative voting method is authorized, the Clerk shall establish procedures and forms for their use;

AND WHEREAS Subsection 42(5) of the Act provides that when a by-law authorizing an alternative voting method is in effect, sections 43 (advance vote) and 44 (voting proxies) apply only if the by-law so specifies;

AND WHEREAS Subsection 42(6) of the Act provides that votes may be counted in the manner and at the time determined by the Clerk where voting equipment or an alternative voting method is authorized;

AND WHEREAS

conducting the election and may provide for any matter or procedure that, in the Clerk's opinion, is necessary or desirable for conducting the election;

AND WHEREAS Section 44 of the Act authorizes an elector to appoint another qualified elector as a voting proxy, subject to the requirements of the Act;

AND WHEREAS

and in the public interest to conduct the 2026 municipal and school board election primarily using voting by mail, to count ballots using vote tabulator machines, and to permit limited in-person proxy voting under Clerk control to address accessibility and exceptional circumstances;

NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE TOWNSHIP OF SOUTHWOLD ENACTS AS FOLLOWS:

1. DEFINITIONS

1.1 In this By-law:

- (a) **"Act"** means the Municipal Elections Act, 1996, as amended.
- (b) **"Clerk"** means the Clerk of The Corporation of the Township of Southwold or their designate.
- (c) **"Voting Package"** means the complete set of materials issued for voting by mail, including a ballot, secrecy envelope, return envelope, voter declaration, instructions, and any other materials the Clerk considers necessary.
- (d) **"Vote-counting equipment"** means vote tabulators or other automated vote-counting equipment authorized under subsection 42(1)(a) of the Act.
- (e) **"Ballot Return Station"** means a secure location designated by the Clerk for the receipt of completed Voting Packages.
- (f) **"Proxy"** means a voting proxy appointed and certified in accordance with section 44 of the Act.

2. AUTHORIZATION – VOTING METHOD

- 2.1 Voting by mail is hereby authorized as the primary voting method for the 2026 municipal and school board election in the Township of Southwold.
- 2.2 No general in-person voting places shall be established for the election, except as expressly provided for proxy voting under section 6 of this By-law or as required by the Clerk to address accessibility or exceptional circumstances in accordance with the Act.

3. AUTHORIZATION – USE OF VOTE-COUNTING EQUIPMENT

- 3.1 Pursuant to subsection 42(1)(a) of the Act, the use of vote-counting equipment, including optical scan vote tabulators, is hereby authorized for the purpose of counting ballots cast in the 2026 municipal and school board election.
- 3.2 The Clerk is authorized to determine the selection, testing, security,

programming, operation, storage, and use of vote-counting equipment in accordance with the Act and the Clerk's procedures.

4. CLERK'S AUTHORITY – PROCEDURES AND FORMS

- 4.1 The Clerk shall establish the procedures and forms governing voting by mail and the use of vote-counting equipment, including but not limited to:
- (a) issuance and replacement of Voting Packages;
 - (b) voter declarations and verification;
 - (c) receipt, custody, security, and tabulation of ballots;
 - (d) logic and accuracy testing of vote-counting equipment;
 - (e) recount and audit procedures; and
 - (f) any other matter necessary for the proper conduct of the election.
- 4.2 The procedures and forms established by the Clerk, if consistent with the principles of the Act, shall prevail over anything in the Act or the regulations made under it.

5. ISSUANCE AND RETURN OF BALLOTS

- 5.1 Voting Packages shall be issued and returned in accordance with the Clerk's procedures.
- 5.2 Completed Voting Packages may be returned:
- (a) by mail; and/or
 - (b) by delivery to a Ballot Return Station designated by the Clerk.
- 5.3 The Clerk shall determine and publicly notice the deadline by which Voting Packages must be received in order to be counted.

6. ADVANCE VOTING – SECTION 43 DOES NOT APPLY

- 6.1 For greater certainty, section 43 of the Act (advance vote) does not apply to the election conducted under this By-law.

7. PROXY VOTING – LIMITED IN-PERSON APPLICATION

- 7.1 For greater certainty, section 44 of the Act (voting proxies) applies to the election conducted under this By-law, subject to the limitations set out in this section.
- 7.2 A Proxy may vote only in person, at a time and location designated by the

Clerk, and only in accordance with procedures established by the Clerk.

7.3 Proxy voting shall not apply to voting by mail, and a Proxy shall not:

- (a) receive a Voting Package on behalf of an elector;
- (b) complete, sign, or return a Voting Package on behalf of an elector; or
- (c) cast a vote by mail.

7.4 Where a vote is cast by Proxy:

- (a) the elector shall be struck from the voters' list in accordance with the Clerk's procedures; and
- (b) any Voting Package issued to that elector shall be cancelled and shall not be counted if returned.

8. COUNTING OF VOTES

8.1 Votes may be counted using vote-counting equipment and at the time and in the manner determined by the Clerk in accordance with subsection 42(6) of the Act and the Clerk's procedures.

8.2 No election results shall be released until the close of voting.

9. OFFENCES

9.1 Any person who contravenes the Act or the procedures established by the Clerk under the authority of this By-law may be subject to the enforcement provisions and penalties set out in the Act.

10. REPEAL

10.1 Any prior by-law or portion of a by-law inconsistent with this By-law is hereby repealed as of the date this By-law comes into force.

10.2 That By-law 2021-40 is hereby repealed.

11. EFFECTIVE DATE

11.1 This By-law comes into force and takes effect on the date it is passed. The alternative voting method of "Vote by Mail" is hereby authorized for the Municipal Election to be held in 2026.

**READ A FIRST AND SECOND TIME, CONSIDERED READ A THIRD TIME, AND
FINALLY PASSED THIS 9th DAY OF MARCH, 2026.**

Mayor
Grant Jones

CAO/Clerk
Jeff Carswell



THE CORPORATION OF THE TOWNSHIP OF SOUTHWOLD

BY- LAW NO. 2026-21

Being a by-law to adopt a Municipal Election Recount Policy and to repeal By-law 2022-16.

WHEREAS The Municipal Elections Act, 1996, S.O. 1996, c. 32, as amended (the "Act"), establishes requirements for recounts in municipal and school board elections, including mandatory recounts in the event of a tied vote and recounts ordered by Council, a local board, the Minister, or the Superior Court of Justice;

AND WHEREAS Sections 56 to 60 of the Act provide that recounts shall be conducted by the municipal Clerk and in the manner prescribed by the Act and the regulations made under it;

AND WHEREAS Council of The Corporation of the Township of Southwold may adopt policies to establish additional circumstances under which an automatic recount shall be conducted, provided that the conduct of the recount remains the responsibility of the Clerk;

AND WHEREAS Council deems it appropriate and in the public interest to adopt a Municipal Election Recount Policy to promote transparency, consistency, and public confidence in municipal election results;

NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE TOWNSHIP OF SOUTHWOLD ENACTS AS FOLLOWS:

1. ADOPTION OF RECOUNT POLICY

- 1.1 The Municipal Election Recount Policy, attached hereto as Schedule "A" and forming part of this by-law is hereby adopted.

2. ADMINISTRATION

- 2.1 Nothing in this By-law or the Recount Policy limits or restricts the authority or duties of the Clerk under the Municipal Elections Act, 1996.
- 2.2 All recounts shall be conducted by the Clerk in accordance with:
 - a) the Act;
 - b) Ontario Regulation 101/97, as amended; and
 - c) recount procedures established by the Clerk.

3. EFFECTIVE DATE

- 3.1 This By-law comes into force and effect on the date it is passed.

4. REPEAL PRIOR BY-LAW

- 4.1 That By-law s 2022-16 be repealed.

READ A FIRST AND SECOND TIME, CONSIDERED READ A THIRD TIME, AND FINALLY PASSED THIS 9th DAY OF MARCH, 2026.

Mayor
Grant Jones

CAO/Clerk
Jeff Carswell

Schedule "A" to By-law 2026-21



THE CORPORATION OF THE TOWNSHIP OF SOUTHWOLD

MUNICIPAL ELECTION RECOUNT POLICY

1. PURPOSE

- 1.1 To establish circumstances under which an automatic recount shall be conducted for municipal and school board elections, in addition to those required by the Municipal Elections Act, 1996.

2. AUTHORITY

- 2.1 This policy is adopted pursuant to sections 56, 57, 58 and 60 of the Municipal Elections Act, 1996.

3. APPLICATION

- 3.1 This policy applies to all regular municipal elections and by-elections for offices elected by electors of the Municipality.

4. POLICY

- 4.1 In addition to recounts required under the Municipal Elections Act, 1996, the Clerk shall conduct an automatic recount for an office where the vote difference between the last candidate declared elected and the first candidate not declared elected is:

- i. ten (10) votes or fewer; or
- ii. one percent (1%) or less of the total votes cast for the office,

whichever is less.

5. ADMINISTRATION

- 5.1 The Clerk shall determine the date, time, location and manner of the recount and shall establish recount procedures consistent with the Municipal Elections Act, 1996 and Ontario Regulation 101/97.

6. EFFECTIVE DATE

- 6.1 This policy shall take effect on the date it is adopted by Council and shall apply to all subsequent municipal elections unless amended or repealed.



THE CORPORATION OF THE TOWNSHIP OF SOUTHWOLD

BY- LAW NO. 2026-22

Being a by-law to delegate authority for restricted acts during a "Lame Duck" period and to repeal By-laws 2022-14 and 2022-73.

WHEREAS Section 275 of the Municipal Act, 2001, S.O. 2001, c. 25, as amended, restricts certain actions that Council may take in an election year when it can be determined that the incoming Council will include less than three-quarters (75%) of the members of the outgoing Council;

AND WHEREAS subsection 275(3) of the Municipal Act, 2001 restricts Council from taking action with respect to:

- a) the appointment or removal from office of any officer of the municipality;
- b) the hiring or dismissal of any employee of the municipality;
- c) the disposition of any real or personal property of the municipality which has value exceeding \$50,000 at the time of disposition; and
- d) making any expenditure or incurring any other liability which exceeds \$50,000;

AND WHEREAS subsection 275(6) of the Municipal Act, 2001 provides that nothing in section 275 prevents any person or body from exercising authority of a municipality that has been delegated prior to Nomination Day for the election of the new Council;

AND WHEREAS section 23.1 of the Municipal Act, 2001 authorizes a municipality to delegate its powers and duties by by-law;

AND WHEREAS Council of the Township of Southwold deems it expedient to delegate authority to the Chief Administrative Officer/Clerk to ensure the continued operation of the municipality during any restricted acts ("lame duck") period;

NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE TOWNSHIP OF SOUTHWOLD ENACTS AS FOLLOWS:

1. DELEGATION OF AUTHORITY

- 1.1 The Chief Administrative Officer/Clerk is hereby delegated authority, during any period in which Council is restricted under section 275 of the Municipal Act, 2001, to take such actions as may be necessary on behalf of the municipality with respect to the matters described in subsection 275(3) of the Act.

2. CONDITIONS

- 2.1 This by-law shall only come into force and effect if it is determined that the Council of the Township of Southwold is subject to the restricted acts provisions of section 275 of the Municipal Act, 2001.

3. TERM

- 3.1 The authority delegated by this by-law shall expire when the restricted period under section 275 of the Municipal Act, 2001 ends, or when the new Council takes office, whichever occurs first.

4. REPORTING

- 4.1 The Chief Administrative Officer/Clerk shall report to Council on any actions taken pursuant to this by-law, at the first regular meeting of the new Council or as soon as reasonably practicable.

5. EFFECTIVE DATE

- 5.1 This by-law shall come into force and take effect upon its passing, subject to Section 2.1.

6. REPEAL PRIOR BY-LAWS

- 6.1 That By-laws 2022-14 and 2022-73 be repealed.

READ A FIRST AND SECOND TIME, CONSIDERED READ A THIRD TIME, AND FINALLY PASSED THIS 9th DAY OF MARCH, 2026.

Mayor
Grant Jones

CAO/Clerk
Jeff Carswell



THE CORPORATION OF THE TOWNSHIP OF SOUTHWOLD

BY- LAW NO. 2026-23

**Being a by-law to authorize the Execution of
an Agreement between CSX Transportation
Inc. and the Corporation of the Township of
Southwold**

WHEREAS Section 5 of the Municipal Act, 2001, S.O. 2001 c.25 as amended, provided that the powers of a municipality shall be exercised by its Council;

AND WHEREAS Section 9 of the Municipal Act, S.O. 2001, c. 25 as amended confers broad authority on municipalities to enable them to govern their affairs they consider appropriate and to enhance their ability to respond to municipal issues;

AND WHEREAS the Corporation of the Township of Southwold deems it desirable to enter into an agreement with CSX Transportation Inc.

NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE TOWNSHIP OF SOUTHWOLD ENACTS AS FOLLOWS:

- 1. THAT** the Mayor and CAO/Clerk be authorized to sign and affix the seal of the Corporation of the Township of Southwold agreement with CSX Transportation Inc.
- 2. THAT** a copy of the said agreement is attached hereto as Schedule "A" and forms part of this by-law.
- 3. THAT** this by-law shall come into force and effect upon finally passing thereof.

READ A FIRST AND SECOND TIME, CONSIDERED READ A THIRD TIME, AND FINALLY PASSED THIS 9th DAY OF MARCH, 2026.

Mayor
Grant Jones

CAO/Clerk
Jeff Carswell

FACILITY ENCROACHMENT AGREEMENT

THIS AGREEMENT, made and effective as of _____, by and between CSX TRANSPORTATION, INC., a Virginia corporation, whose mailing address is 500 Water Street, Jacksonville, Florida 32202, hereinafter called "Licensor," and the TOWNSHIP OF SOUTHWOLD, a municipal corporation, political subdivision or state agency, under the laws of the Province of Ontario, whose mailing address is 35663 Fingal Line, Fingal, Ontario N01 1K0, hereinafter called "Licensee," WITNESSETH:

WHEREAS, Licensee desires to construct (unless previously constructed and designated as existing herein), use and maintain the below described facility(ies), hereinafter called "Facilities," over, under or across property owned or controlled by Licensor, at the below described location(s):

1. One (1) forty-three inch (43") diameter sub-grade pipeline crossing, solely for the conveyance of stormwater, located at or near St Thomas, Canada County, Ontario, -Latitude N42:45:16., Longitude W81:16:43.;

hereinafter, called the "Encroachment," as shown on print(s) labeled Exhibit "A," attached hereto and made a part hereof;

NOW, THEREFORE, in consideration of the mutual covenants, conditions, terms and agreements herein contained, the parties hereto agree and covenant as follows:

1. LICENSE:

1.1 Subject to Article 17, Licensor, insofar as it has the legal right, power and authority to do so, and its present title permits, and subject to:

(A) Licensor's present and future right to occupy, possess and use its property within the area of the Encroachment for any and all purposes, including but not limited to Licensor's track(s) structures(s), power lines, communication, signal or other wires, train control system, cellular or data towers, or electrical or electronic apparatus other property, or any appurtenances thereto ("Licensor's Facilities") and any other facilities as now exist or which may in the future be located in, upon, over, under or across the property

(B) All encumbrances, conditions, covenants, easements, and limitations applicable to Licensor's title to or rights in the subject property; and

(C) Compliance by Licensee with the terms and conditions herein contained;

does hereby license and permit Licensee to construct, maintain, repair, renew, operate, use, alter or change the Facilities at the Encroachment above for the term herein stated, and to remove same upon termination.

1.2 The term Facilities, as used herein, shall include only those structures and ancillary facilities devoted exclusively to the transmission usage above within the Encroachment, and as shown on attached Exhibit A.

1.3 No additional structures or other facilities shall be placed, allowed, or maintained by Licensee in, upon or on the Encroachment except upon prior separate written consent of Licensor.

1.4 The term Licensor Facilities, as used herein shall include Licensor's track(s) structures(s), power lines, communication, signal or other wires, train control system, cellular or data towers, or electrical or electronic apparatus other property, or any appurtenances thereto and any other facilities as now exist or which may in the future be located in, upon, over, under or across the property.

2. TERM:

2.1 This Agreement shall terminate as herein provided, but shall also terminate upon: (a) Licensee's cessation of use of the Facilities or Encroachment for the purpose(s) above; (b) removal of the Facilities; (c) subsequent mutual consent; and/or (d) failure of Licensee to complete installation within five (5) years from the effective date of this Agreement.

3. CONSTRUCTION, MAINTENANCE AND REPAIRS:

3.1 Licensee shall construct, maintain, relocate, repair, renew, alter, and/or remove the Facilities, in a prudent, workmanlike manner, using quality materials and complying with any applicable standard(s) or regulation(s) of Licensor (CSXT Specifications), or Licensee's particular industry, National Electrical Safety Code, or any governmental or regulatory body having jurisdiction over the Encroachment.

3.2 Location and construction of Facilities shall be made strictly in accordance with design(s) and specifications furnished to and approved by Licensor and of material(s) and size(s) appropriate for the purpose(s) above recited.

3.3 All of Licensee's work, and exercise of rights hereunder, shall be undertaken at time(s) satisfactory to Licensor, and so as to eliminate or minimize any impact on or interference with the safe use and operation of Licensor's property and appurtenances thereto.

3.4 In the installation, maintenance, repair and/or removal of said Facilities, Licensee shall not use explosives on or adjacent to Licensor's property of any type or perform or cause any blasting on or adjacent to Licensor's property without the separate express written consent of Licensor. As a condition to such consent, a representative will be assigned by Licensor to monitor blasting, and Licensee shall reimburse Licensor for the entire cost and/or expense of furnishing said monitor.

3.5 Any repairs or maintenance to the Facilities, whether resulting from acts of Licensee, or natural or weather events, which are necessary to protect or facilitate Licensor's use

of its property, shall be made by Licensee promptly, but in no event later than thirty (30) days after Licensee has notice as to the need for such repairs or maintenance.

3.6 Licensor, in order to protect or safeguard its property, rail operations, equipment and/or employees from damage or injury, may request immediate repair or renewal of the Facilities.

3.7 Neither the failure of Licensor to object to any work done, material used, or method of construction or maintenance of said Encroachment, nor any approval given or supervision exercised by Licensor, shall be construed as an admission of liability or responsibility by Licensor, or as a waiver by Licensor of any of the obligations, liability and/or responsibility of Licensee under this Agreement.

3.8 All work on the Encroachment shall be conducted in accordance with Licensor's safety rules and regulations.

3.9 Intentionally omitted.

3.10 In the event it becomes necessary for the Licensee to deviate from the approved Exhibit, Licensee shall seek prior approval from Licensor, or when applicable, an official field representative of Licensor permitted to approve changes, authorizing the necessary field changes and Licensee shall provide Licensor with complete As-Built Drawings of the completed work. As-Built Drawings shall be submitted to Licensor in either electronic or hard copy form upon the substantial completion of the project and upon Licensor's request.

3.11 In the event of large scale maintenance/construction work to railroad bridges Licensee is required to protect power lines with insulated covers or comparable safety devices at their costs during construction/maintenance for safety of railroad employees.

4. PERMITS, LICENSES:

4.1 Before any work hereunder is performed, or before use of the Encroachment for the contracted purpose, Licensee shall obtain all necessary permit(s) (including but not limited to zoning, building, construction, health, safety or environmental matters), letter(s) or certificate(s) of approval. Licensee expressly agrees and warrants that it shall conform and limit its activities to the terms of such permit(s), approval(s) and authorization(s), and shall comply with all applicable ordinances, rules, regulations, requirements and laws of any governmental authority (State, Federal or Local) having jurisdiction over Licensee's activities, including the location, contact, excavation and protection regulations of the Occupational Safety and Health Act (OSHA) (29 CFR 1926.651(b)), et al., and State "One Call" - "Call Before You Dig" requirements.

4.2 Licensee assumes sole responsibility for failure to obtain such permit(s) or approval(s), for any violations thereof, or for costs or expenses of compliance or remedy.

5. MARKING AND SUPPORT:

5.1 With respect to any subsurface installation or maintenance upon Licensor's property, Licensee shall:

- (A) support track(s) and roadbed in a manner satisfactory to Licensor;
- (B) backfill with satisfactory material and thoroughly tamp all trenches to prevent settling of surface of land and roadbed of Licensor; and
- (C) either remove any surplus earth or material from Licensor's property or cause said surplus earth or material to be placed and distributed at location(s) and in such manner Licensor may approve.

5.2 After construction or maintenance of the Facilities, Licensee shall:

- (A) Restore any track(s), roadbed and other disturbed property; and
- (B) Erect, maintain and periodically verify the accuracy of aboveground markers, in a form approved by Licensor, indicating the location, depth and ownership of any underground Facilities or related facilities.

6. Intentionally Omitted.

7. FACILITY CHANGES:

7.1 Intentionally omitted.

7.2 If Licensee undertakes to revise, renew, relocate or change in any manner whatsoever all or any part of the Facilities (including any change in voltage or gauge of wire or any change in circumference, diameter or radius of pipe or change in materials transmitted in and through said pipe), or is required by any public agency or court order to do so, plans therefor shall be submitted to Licensor for approval before such change. After approval, the terms and conditions of this Agreement shall apply thereto.

8. INTERFERENCE WITH RAIL FACILITIES:

8.1 Although the Facilities/Encroachment herein permitted may not presently interfere with Licensor's railroad or facilities, in the event that the operation, existence or maintenance of said Facilities, in the sole judgment of Licensor, causes: (a) interference (including, but not limited to, physical or interference from an electromagnetic induction, or interference from stray or other currents) with Licensor's power lines, communication, signal or other wires, train control system, or electrical or electronic apparatus; or (b) interference in any manner, with the operation, maintenance or use of Licensor's Facilities; then and in either event, Licensee, upon receipt of written notice from Licensor of any such interference, and at Licensee's sole risk, cost and expense, shall promptly make such changes in its Facilities or installation, as

may be required in the reasonable judgment of the Licensor to eliminate all such interference. Upon Licensee's failure to remedy or change, Licensor may do so or contract to do so at Licensee's sole cost.

8.2 Without assuming any duty hereunder to inspect the Facilities, Licensor hereby reserves the right to inspect same and to require Licensee to undertake repairs, maintenance or adjustments to the Facilities, which Licensee hereby agrees to make promptly.

9. RISK, LIABILITY, INDEMNITY:

With respect to the relative risk and liabilities of the parties, it is hereby agreed that:

9.1 To the fullest extent permitted by State law (constitutional or statutory, as amended), Licensee hereby agrees to, defend, indemnify, and hold Licensor harmless from and against any and all liability, loss, claim, suit, damage, charge or expense which Licensor may suffer, sustain, incur or in any way be subjected to, on account of death of or injury to any person whomsoever (including officers, agents, employees or invitees of Licensor), and for damage to or loss of or destruction of any property whatsoever, arising out of, resulting from, or in any way connected with the construction, repair, maintenance, replacement, presence, existence, operations, use or removal of the Facilities or any structure in connection therewith, or restoration of premises of Licensor to good order or condition after removal, EXCEPT when proven to have been caused solely by the willful misconduct or gross negligence of Licensor. HOWEVER, to the fullest extent permitted by State law, during any period of actual construction, repair, maintenance, replacement or removal of the Facilities, wherein agents, equipment or personnel of Licensee are on the railroad rail corridor, Licensee's liability hereunder shall be absolute, irrespective of any joint, sole or contributory fault or negligence of Licensor.

9.2 Intentionally omitted.

9.3 To the fullest extent permitted by State law, as above, Licensee assumes all responsibility for, and agrees to defend, indemnify and hold Licensor harmless from: (a) all claims, costs and expenses, including reasonable attorneys' fees, as a consequence of any sudden or nonsudden pollution of air, water, land and/or ground water on or off the Encroachment area, arising from or in connection with the use of this Encroachment or resulting from leaking, bursting, spilling, or any escape of the material transmitted in or through the Facilities; (b) any claim or liability arising under federal or state law dealing with either such sudden or nonsudden pollution of air, water, land and/or ground water arising therefrom or the remedy thereof; and (c) any subsidence or failure of lateral or subjacent support of the tracks arising from such Facilities leakage.

9.4 Notwithstanding Section 9.1, Licensee also expressly assumes all risk of loss which in any way may result from Licensee's failure to maintain either required clearances for any overhead Facilities or the required depth and encasement for any underground Facilities, whether or not such loss(es) result(s) in whole or part from Licensor's contributory negligence or joint fault.

9.5 Obligations of Licensee hereunder to release, indemnify and hold Licensor harmless shall also extend to companies and other legal entities that control, are controlled by, subsidiaries of, or are affiliated with Licensor, as well as any railroad that operates over the rail corridor on which the Encroachment is located, and the officers, employees and agents of each.

9.6 If a claim is made or action is brought against Licensor, and/or its operating lessee, for which Licensee may be responsible hereunder, in whole or in part, Licensee shall be notified to assume the handling or defense of such claim or action; but Licensor may participate in such handling or defense.

9.7 Notwithstanding anything contained in this Agreement, the limitation of liability contained in the state statutes, as amended from time to time, shall not limit Licensor's ability to collect under the insurance policies required to be maintained under this Agreement.

10. INSURANCE:

10.1 Prior to commencement of surveys, installation or occupation of premises pursuant to this Agreement, Licensee shall procure and shall maintain during the continuance of this Agreement, at its sole cost and expense, a policy of

- (i) Statutory Worker's Compensation and Employers Liability Insurance with available limits of not less than ONE MILLION AND 00/100 U.S. DOLLARS (\$1,000,000.00).
- (ii) Commercial General Liability coverage (inclusive of contractual liability) with available limits of not less than FIVE MILLION AND 00/100 U.S. DOLLARS (\$5,000,000.00) in combined single limits for bodily injury and property damage and covering the contractual liabilities assumed under this Agreement and naming Licensor, and/or its designee, as additional insured. The evidence of insurance coverage shall be endorsed to provide for thirty (30) days' notice to Licensor, or its designee, prior to cancellation or modification of any policy. Mail CGL certificate, along with agreement, to CSX Transportation, Inc., Speed Code J180, 500 Water Street, Jacksonville, FL 32202. On each successive year, send certificate to RenewalCOI@csx.com.
- (iii) Business automobile liability insurance with available limits of not less than ONE MILLION AND 00/100 U.S. DOLLARS (\$1,000,000.00) combined single limit for bodily injury and/or property damage per occurrence naming Licensor, and/or its designee, as additional insured.
- (iv) The insurance policies must contain a waiver of subrogation against CSXT and its Affiliates, except where prohibited by law. All insurance companies must be A. M. Best rated A- and Class VII or better.

(v) Such other insurance as Licensor may reasonably require.

(vi) Licensee shall require its contractors to meet minimum insurance requirements above when performing work in relation to this agreement. Licensee will procure and review contractor's insurance certificates to confirm requirements are met. Licensor may request a copy of the insurance certificate.

10.2 If Licensee's existing CGL policy(ies) do(es) not automatically cover Licensee's contractual liability during periods of survey, installation, maintenance and continued occupation, a specific endorsement adding such coverage shall be purchased by Licensee. If said CGL policy is written on a "claims made" basis instead of a "per occurrence" basis, Licensee shall arrange for adequate time for reporting losses. Failure to do so shall be at Licensee's sole risk.

10.3 Licensor, or its designee, may at any time request evidence of insurance purchased by Licensee to comply with this Agreement. Failure of Licensee to comply with Licensor's request shall be considered a default by Licensee.

10.4 To the extent permitted by law and without waiver of the sovereign immunity of Licensee, securing such insurance shall not limit Licensee's liability under this Agreement, but shall be security therefor.

10.5 (A) In the event Licensee finds it necessary to perform construction or demolition operations within fifty feet (50') of any operated railroad track(s) or affecting any railroad bridge, trestle, tunnel, track(s), roadbed, overpass or underpass, Licensee shall: (a) notify Licensor; and (b) require its contractor(s) performing such operations to procure and maintain during the period of construction or demolition operations, at no cost to Licensor,

i) Railroad Protective Liability (RPL) Insurance, naming Licensor, and/or its designee, as Named Insured, written on the current ISO/RIMA Form (ISO Form No. CG 00 35 04 13) with limits of FIVE MILLION AND 00/100 U.S. DOLLARS (\$5,000,000.00) per occurrence for bodily injury and property damage, with at least TEN MILLION AND 00/100 U.S. DOLLARS (\$10,000,000.00) aggregate limit per annual policy period. The original of such RPL policy shall be sent to and approved by Licensor prior to commencement of such construction or demolition. Licensor reserves the right to demand higher limits.

OR

ii) The CGL policy shall include endorsement ISO CG 24 17 and the Auto Liability Policy shall include endorsement ISO CA 20 70 evidencing that coverage is provided for work within 50 feet of a railroad. If such endorsements are not included, RPL insurance must be provided.

(B) At Licensor's option, in lieu of purchasing RPL insurance or the 50 foot endorsements from an insurance company (but not CGL insurance), Licensee may pay Licensor, at Licensor's current rate at time of request, the cost of adding this Encroachment, or additional

construction and/or demolition activities, to Licensor's Railroad Protective Liability (RPL) Policy for the period of actual construction. This coverage is offered at Licensor's discretion and may not be available under all circumstances.

10.6 Notwithstanding the provisions of Sections 10.1 and 10.2, Licensee, pursuant to State Statute(s), may self-insure or self-assume, in any amount(s), any contracted liability arising under this Agreement, under a funded program of self-insurance, which fund will respond to liability of Licensee imposed by and in accordance with the procedures established by law.

11. GRADE CROSSINGS; PROTECTION SERVICES:

11.1 Nothing herein contained shall be construed to permit Licensee or Licensee's contractor to move any vehicles or equipment over the track(s), except at public road crossing(s), without separate prior written approval of Licensor.

11.2 If Licensor deems it advisable, during any construction, maintenance, repair, renewal, alteration, change or removal of said Facilities, to place watchmen, flagmen, or field construction managers for protection of operations of Licensor or others on Licensor's rail corridor at the Encroachment, and to keep persons, equipment or materials away from the track(s), Licensor shall have the right to do so at the expense of Licensee, but Licensor shall not be liable for failure to do so.

12. Intentionally Omitted.

13. DEFAULT, BREACH, WAIVER:

13.1 The proper and complete performance of each covenant of this Agreement shall be deemed of the essence thereof, and in the event Licensee fails or refuses to fully and completely perform any of said covenants or remedy any breach within thirty (30) days after receiving written notice from Licensor to do so (or within forty-eight (48) hours in the event of notice of a railroad emergency), Licensor shall have the option of immediately revoking this Agreement and the privileges and powers hereby conferred, regardless of encroachment fee(s) having been paid in advance for any annual or other period. Upon such revocation, Licensee shall make removal in accordance with Article 14.

13.2 No waiver by Licensor of its rights as to any breach of covenant or condition herein contained shall be construed as a permanent waiver of such covenant or condition, or any subsequent breach thereof, unless such covenant or condition is permanently waived in writing by Licensor.

13.3 Neither the failure of Licensor to object to any work done, material used, or method of construction or maintenance of said Encroachment, nor any approval given or supervision exercised by Licensor, shall be construed as an admission of liability or responsibility by Licensor, or as a waiver by Licensor of any of the obligations, liability and/or responsibility of Licensee under this Agreement.

14. TERMINATION, REMOVAL:

14.1 All rights which Licensee may have hereunder shall cease upon the date of (a) termination, (b) subsequent agreement, or (c) Licensee's removal of the Facility from the Encroachment. However, neither termination nor revocation of this Agreement shall affect any claims and liabilities which have arisen or accrued hereunder, and which at the time of termination or revocation have not been satisfied; neither party, however, waiving any third party defenses or actions.

14.2 Within thirty (30) days after termination, Licensee, at its sole risk and expense, shall (a) remove the Facilities from the rail corridor of Licensor, unless the parties hereto agree otherwise, (b) restore the rail corridor of Licensor in a manner satisfactory to Licensor, and (c) reimburse Licensor any loss, cost or expense of Licensor resulting from such removal.

15. NOTICE:

15.1 Licensee shall give Licensor at least thirty (30) days written notice before doing any work on Licensor's rail corridor, except that in cases of emergency shorter notice may be given. Licensee shall provide proper notification as follows:

a. For non-emergencies, Licensee shall submit online via the CSX Property Portal from Licensor's web site, via web link:
https://propertyportal.csx.com/pub_ps_res/ps_res/jsf/public/index.faces

b. For emergencies, Licensee shall complete all of the steps outlined in Section 15.1 a. above, and shall also include detailed information of the emergency. Licensee shall also call and report details of the emergency to Licensor's Rail Operations Emergency Telephone Number: 1-800-232-0144. In the event Licensor needs to contact Licensee concerning an emergency involving Licensee's Facility(ies), the emergency phone number for Licensee is: 519-769-2010.

15.2 All other notices and communications concerning this Agreement shall be addressed to Licensee at the address above, and to Licensor at the address shown on Page 1, c/o CSXT Contract Management, J180; or at such other address as either party may designate in writing to the other.

15.3 Unless otherwise expressly stated herein, all such notices shall be in writing and sent via Certified or Registered Mail, Return Receipt Requested, or by courier, and shall be considered delivered upon: (a) actual receipt, or (b) date of refusal of such delivery.

16. ASSIGNMENT:

16.1 The rights herein conferred are the privileges of Licensee only, and Licensee shall obtain Licensor's prior written consent to any assignment of Licensee's interest herein; said consent shall not be unreasonably withheld.

16.2 Subject to Sections 2 and 16.1, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors or assigns.

16.3 Licensee shall give Licensor written notice of any legal succession (by merger, consolidation, reorganization, etc.) or other change of legal existence or status of Licensee, with a copy of all documents attesting to such change or legal succession, within thirty (30) days thereof.

16.4 Licensor expressly reserves the right to assign this Agreement, in whole or in part, to any grantee, lessee, or vendee of Licensor's underlying property interests in the Encroachment, upon written notice thereof to Licensee.

16.5 In the event of any unauthorized sale, transfer, assignment, sublicense or encumbrance of this Agreement, or any of the rights and privileges hereunder, Licensor, at its option, may revoke this Agreement by giving Licensee or any such assignee written notice of such revocation; and Licensee shall reimburse Licensor for any loss, cost or expense Licensor may incur as a result of Licensee's failure to obtain said consent.

17. TITLE:

17.1 Licensee understands that Licensor occupies, uses and possesses lands, rights-of-way and rail corridors under all forms and qualities of ownership rights or facts, from full fee simple absolute to bare occupation. Accordingly, nothing in this Agreement shall act as or be deemed to act as any warranty, guaranty or representation of the quality of Licensor's title for any particular Encroachment or segment of Rail Corridor occupied, used or enjoyed in any manner by Licensee under any rights created in this Agreement. It is expressly understood that Licensor does not warrant title to any Rail Corridor and Licensee will accept the grants and privileges contained herein, subject to all lawful outstanding existing liens, mortgages and superior rights in and to the Rail Corridor, and all leases, licenses and easements or other interests previously granted to others therein.

17.2 The term "license," as used herein, shall mean with regard to any portion of the Rail Corridor which is owned by Licensor in fee simple absolute, or where the applicable law of the State where the Encroachment is located otherwise permits Licensor to make such grants to Licensee, a "permission to use" the Rail Corridor, with dominion and control over such portion of the Rail Corridor remaining with Licensor, and no interest in or exclusive right to possess being otherwise granted to Licensee. With regard to any other portion of Rail Corridor occupied, used or controlled by Licensor under any other facts or rights, Licensor merely waives its exclusive right to occupy the Rail Corridor and grants no other rights whatsoever under this Agreement, such waiver continuing only so long as Licensor continues its own occupation, use or control. Licensor does not warrant or guarantee that the license granted hereunder provides Licensee with all of the rights necessary to occupy any portion of the Rail Corridor. Licensee further acknowledges that it does not have the right to occupy any portion of the Rail Corridor held by Licensor in less than fee simple absolute without also receiving the consent of the

owner(s) of the fee simple absolute estate. Further, Licensee shall not obtain, exercise or claim any interest in the Rail Corridor that would impair Licensor's existing rights therein.

17.3 Licensee agrees it shall not have nor shall it make, and hereby completely and absolutely waives its right to, any claim against Licensor for damages on account of any deficiencies in title to the Rail Corridor in the event of failure or insufficiency of Licensor's title to any portion thereof arising from Licensee's use or occupancy thereof.

17.4 Licensee agrees to fully and completely indemnify and defend all claims or litigation for slander of title, overburden of easement, or similar claims arising out of or based upon the Facilities placement, or the presence of the Facilities in, on or along any Encroachment(s), including claims for punitive or special damages.

17.5 Licensee shall not at any time own or claim any right, title or interest in or to Licensor's property occupied by the Encroachments, nor shall the exercise of this Agreement for any length of time give rise to any right, title or interest in Licensee to said property other than the license herein created.

17.6 Nothing in this Agreement shall be deemed to give, and Licensor hereby expressly waives, any claim of ownership in and to any part of the Facilities.

17.7 Licensee shall not create or permit any mortgage, pledge, security, interest, or lien.

18. GENERAL PROVISIONS:

18.1 This Agreement, and the attached specifications, contains the entire understanding between the parties hereto.

18.2 Intentionally omitted.

18.3 Except as otherwise provided herein, or in any Rider attached hereto, neither the form of this Agreement, nor any language herein, shall be interpreted or construed in favor of or against either party hereto as the sole drafter thereof.

18.4 This Agreement is executed under current interpretation of applicable Federal, State, County, Municipal or other local statute, ordinance or law(s). However, each separate division (paragraph, clause, item, term, condition, covenant or agreement) herein shall have independent and severable status for the determination of legality, so that if any separate division is determined to be void or unenforceable for any reason, such determination shall have no effect upon the validity or enforceability of each other separate division, or any combination thereof.

18.5 This Agreement shall be construed and governed by the laws of the state in which the Facilities and Encroachment are located.

18.6 Intentionally omitted.

18.7 Intentionally omitted.

18.8 The provisions of this License are considered confidential and may not be disclosed to a third party without the consent of the other party(s), except: (a) as required by statute, regulation or court order, (b) to a parent, affiliate or subsidiary company, (c) to an auditing firm or legal counsel that are agreeable to the confidentiality provisions, or (d) to Lessees of Licensor's land and/or track who are affected by the terms and conditions of this Agreement and will maintain the confidentiality of this Agreement.

18.9 Intentionally omitted.

18.10 This Agreement may be executed in any number of counterparts, and such counterparts may be exchanged by electronic transmission. Upon execution by the parties hereto, each counterpart shall be deemed an original and together shall constitute one and the same instrument. A fully executed copy of this Agreement by electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes.

18.11 Licensor and Licensee hereby confirm that nothing in this Agreement is intended to, or shall, derogate from the rights and protections afforded to Licensor pursuant to the *Drainage Act* (Ontario), nor does anything in this Agreement constitute an admission on the part of Licensor that it is a “public utility” for the purposes of the *Drainage Act*. Without limiting the foregoing, Licensor hereby expressly reserves its right to appeal, in accordance with the provisions of the *Drainage Act*: (i) the construction, repair or maintenance of any “drainage works”, as defined in the *Drainage Act*, on lands owned by Licensor; (ii) any amounts assessed against Licensor in respect of such construction, repair or maintenance; and (iii) the designation or characterization of Licensor as a public utility for the purposes of the *Drainage Act*.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate (each of which shall constitute an original) as of the effective date of this Agreement.

Witness for Licensor:

CSX TRANSPORTATION, INC.

By: _____

Print/Type Name: _____

Print/Type Title: _____

Witness for Licensee:

TOWNSHIP OF SOUTHWOLD

By: _____

Who, by the execution hereof, affirms that he/she has the authority to do so and to bind the Licensee to the terms and conditions of this Agreement.

Print/Type Name: _____

Print/Type Title: _____

Tax ID No.: _____

Authority under Ordinance or

Resolution No. _____,

Dated _____.



THE CORPORATION OF THE TOWNSHIP OF SOUTHWOLD

BY- LAW NO.2026-24

Being a by-law to confirm the resolutions and motions of the Council of the Township of Southwold, which were adopted on March 9, 2026.

WHEREAS Section 5(3) of the Municipal Act, 2001, Chapter 25, provides that a municipal power, including a municipality's capacity, rights, powers and privileges under section 8, shall be exercised by by-law unless the municipality is specifically authorized to do otherwise;

AND WHEREAS it has been expedient that from time to time, the Council of the Corporation of the Township of Southwold should enact by resolution or motion of Council;

AND WHEREAS it is deemed advisable that all such actions that have been adopted by a resolution or motion of Council only should be authorized by By-law;

NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE TOWNSHIP OF SOUTHWOLD ENACTS AS FOLLOWS:

1. That the actions of the Council of the Township of Southwold at the Regular Meeting of Council held on March 9, 2026; in respect to each report, motion, resolution or other action passed and taken by the Council at its meetings, is hereby adopted, ratified and confirmed, as if each resolution or other action was adopted, ratified and confirmed by its separate by-law.
2. That the Mayor and the proper officers of the Corporation are hereby authorized and directed to do all things necessary to give effect to the said action, or obtain approvals, where required, and, except where otherwise provided, the Mayor and the Clerk are hereby directed to execute all documents necessary in that behalf and to affix the Corporate Seal of the Township of Southwold to all such documents.

READ A FIRST AND SECOND TIME, CONSIDERED READ A THIRD TIME, AND FINALLY PASSED THIS 9th DAY OF MARCH, 2026.

Mayor
Grant Jones

CAO/Clerk
Jeff Carswell