



THE CORPORATION OF THE TOWNSHIP OF SOUTHWOLD

- A G E N D A -

Monday April 27, 2026

REGULAR MEETING OF COUNCIL

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

- 1. CALL TO ORDER**
- 2. CONFIRMATION OF AGENDA/ADDENDUM**
- 3. DISCLOSURE OF PECUNIARY INTEREST**
- 4. ADOPTION AND REVIEW OF MINUTES**
 - (a) Draft Minutes of the Regular Council Meeting of April 13, 2026
 - (b) Draft Minutes of the Joint Parks and Keystone Complex Committee Meeting of March 26, 2026
 - (c) Draft Minutes of the Southwold Young at Heart Meeting of April 7, 2026
- 5. DELEGATION**
- 6. DRAINAGE**
 - (a) Appointment of Engineer – Horton Drain
- 7. PLANNING**
 - (a) PLA 2026-14 Draft Plan of Subdivision, 9210 Union Road
- 8. REPORTS**
 - (a) CBO 2026-11 Shedden Diamond Rental Fee Reduction
 - (b) FIN 2026-12 Group Insurance Provider Change
 - (c) IDS 2026-19 March 30th Delegation Response
 - (d) Elgin County Council Highlights April 14, 2026
- 9. CORRESPONDENCE**
 - (a) S. Garvin RE: Letter to Council- What's In It For Us?

(b) Fee Waiver Request – Fridge Door Live Theatre Company

10. BY-LAWS

- (a) By-law No. 2026-33, being a by-law to amend the assessment schedule of By-law No. 2024-38 based on the actual costs incurred for the improvement of the Taylor Drain 2024
- (b) By-law No. 2026-34, being a by-law to amend the assessment schedule of the By-law No. 2024-37 based on the actual costs incurred for the improvement of the Gregory Drain 2024
- (c) By-law No. 2026-35, being a by-law to enter into an agreement with CSX Transportation Inc for the Bowlby-Futcher Drain Branch C
- (d) By-law No. 2026-36, being a by-law to confirm the resolutions and motions of the Council of the Township of Southwold, which were adopted on April 27, 2026

11. OTHER BUSINESS *(For Information Only)*

- (a) Ministry of Municipal Affairs and Housing – Stormwater Fees Regulations
- (b) Elgin County Economic Development and Tourism Spring 2026 Update
- (c) Ministry of Environment, Conservation and Parks – Requirements for waste disposal site service area and fill rate changes

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 May 11, 2026 @ 7:00 P.M.
Council Chambers, Fingal/Via Video Link



THE CORPORATION OF THE TOWNSHIP OF SOUTHWOLD

MINUTES

Regular Council Meeting
Monday April 13, 2026
7:00 p.m. Council Chambers, Fingal/Via Video Link

COUNCIL PRESENT: Deputy Mayor Justin Pennings
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
Jeff McArthur, Director of Emergency Services/Fire Chief
Brent Clutterbuck, Drain Superintendent
Evan McKinstry, Junior Planner (Virtually) (left at 8:02 p.m.)
June McLarty, Deputy Clerk

REGRETS: Mayor Grant Jones
Councillor John Adzija

Deputy Mayor Pennings called the meeting to order at 7:01 p.m.

CONFIRMATION/ADDENDUM TO AGENDA:

2026-104 Councillor Fellows – Councillor Emons

RESOLVED THAT the agenda for the April 13th, 2026 meeting of the Council of the Township of Southwold be approved.

CARRIED

DISCLOSURES: None.

ADOPTION OF MINUTES:

Council Minutes – Adopt

2026-105 Councillor Fellows – Councillor Emons

RESOLVED THAT the Minutes of the Regular Council Meeting of March 23rd, 2026 and the Special Council Meeting of March 30th, 2026 are hereby adopted.

CARRIED

Committee Minutes – Review

2026-106 Councillor Emons – Councillor Fellows

RESOLVED THAT Council had reviewed the Draft Minutes of the Canada Day Committee Meeting of March 25, 2026 and the Economic Development Committee Meeting of March 26, 2026.

CARRIED

DRAINAGE:

In attendance: P.Kerkvliet, O. Tufford, J. Futcher, J. Dawdy, F. Davey, A. Annett.

Meeting to Consider Report – Bowlby-Futcher Drain 2025

2026-107 Councillor Emons – Councillor Fellows

RESOLVED THAT the Meeting to Consider the Report for the Bowlby-Futcher Drain 2025 forms at **7:05 p.m.**

CARRIED

Chairman Pennings stated that this the Meeting to Consider the Report for the Bowlby-Futcher Drain 2025 dated December 19, 2025, prepared by the Engineer Mike DeVos of Spriet Associates.

The purpose of this meeting is to allow the landowners and other affected parties to be given the opportunity to voice their concerns relating to any aspect of this report.

Matters dealing specifically with assessments including where any land or road has been assessed too high or too low, any land or road that should have been assessed but has not been, or the land use was not duly considered will be dealt with by the Court of Revision at a date to be determined after the passing of a Provisional By-Law.

Was everyone notified of this Meeting to Consider the Report of the Engineer in an appropriate way that were required to be notified under the Drainage Act?

The Clerk responded yes. On March 26, 2026 the required notice of this meeting was sent by regular mail, or by email to all landowners and affected parties required to be notified under Section 41 of the Drainage Act. Included with the notice was a copy of the Report of the Engineer for the Bowlby-Futcher Drain 2025 dated December 19, 2025.

George Vereyken presented the report on that was completed for a Section 78 (1.1) request for the Bowlby-Futcher Drain.

Chairman Pennings asked if the landowners or affected parties had any questions or concerns and to please state their name for the record.

J. Futcher questioned if they would still be using the existing drain and will the top soiled be striped. Mr. Vereyken responded that there would be used the existing drain as much as possible and the sub soiled would be removed.

J. Futcher also questioned if the black squares on the drawings were catch basins. Mr. Vereyken responded yes.

J. Futcher questioned the net cost and the approximate costs for the landowners. Mr. Vereyken responded that these are estimated costs that are collected from the different schedules in the report. If the cost of the project comes in above or below the cost the affected landowners will be charged accordingly.

J. Futcher questioned if the costs can be put on the property tax bills or be debentured and deferred over a period of time. Director of Corporate Services/Treasurer Michele Lant responded that the minimum an amount that can be debentured is \$1000 and the max amount debentured is \$10000.

Mr. Futcher inquired if Council would consider allowing this drain to debentured and increase the debentured amount.

Mr. Futcher questioned the timeline for the work to be completed. Mr. Vereyken responded that the work may be able to start in two months, but it depends on the availability of the contractor. No exact date until the tenders have been received.

Deputy Mayor Pennings questioned the \$10,000 limit has been place for a number of years. Drainage Superintendent Brent Clutterbuck commented that in the past residents could buy debentures from other residents. Ms. Lant said that we have had a policy in place since 2019. Deputy Mayor Pennings questioned if the amount was indexed. Ms. Lant responded that the cost is through Infrastructure Ontario plus 2%.

Deputy Mayor Pennings asked if this project could be completed in two sections. Could the landowner debenture \$10000 for each section. Mr. Clutterbuck responded that this project is covered under one by-law. The drains are getting more expensive for landowners.

Deputy Mayor Pennings questioned how it was decided to be only one project. Mr. Clutterbuck responded that it was through the petition that we received. Other branches on this drain could be done as other projects.

Deputy Mayor Pennings commented that a staff report could be brought back in debentures. The changes in rules and the increase in amounts for debentures

Chairperson Pennings asked if the landowners questions were answered.

J. Futcher questioned about railway company paying their assessed amount. Mr. Clutterbuck responded that there is an agreement in place with the railway company and they have paid their maintenance assessments. Their costs are high because the railway ties cross the drain. Mr. Vereyken commented that the railway company pays for a benefit.

Councillor Fellows questioned if we pass this by-law we can't go backwards on the \$10000 debenture. Mr. Clutterbuck responded that the debenture policy is outside this process. The by-law indicates that the drainage works may be debentured. We are not locked in for the \$10000. Once the work is completed, we will get the assessed values out to the landowners.

Report – Bowlby-Futcher Drain 2025

2026-108 Councillor Emons – Councillor Fellows

RESOLVED THAT the Report on the Bowlby-Futcher Drain 2025 prepared by Spriet Associates pursuant to Section 78 of the Drainage Act, dated December 19, 2025 be accepted by Council of the Township of Southwold; and

THAT Council authorizes staff to initiate the tender process, if required, for the improvement of the Bowlby-Futcher Drain 2025; and

THAT the Court of Revision for the Bowlby-Futcher Drain 2025 will be held virtually/in-person at 7:00 p.m. on May 11, 2026 and

THAT Council consider provisional By-law No. 2026-28.

CARRIED

Chairman Pennings stated later during this meeting, Council will be passing provisional by-law 2026-28. The Clerk will be mailing a copy of the Provisional By-Law duly passed tonight to the Landowner and affected parties as required by Section 46 of the Drainage Act along with the notice of The Court of Revision for the Bowlby-Futcher Drain 2025 can be attended in person or virtually on Monday May 11, 2026 at 7:00PM

Any owner of land assessed for the drainage works may appeal to the Court of Revision on any of the following grounds:

1. Any land or road has been assessed an amount that is too high or too low.
2. Any land or road that should have been assessed has not been assessed.
3. Due consideration has not been given to the use being made of the land.

by a written notice setting out the grounds of the appeal at least 10-days before the first sitting of the Court of Revision to the Chief Administrative Officer/Clerk of the Township of Southwold

And further under section 48 of the Drainage Act Any owner of land or any public utility affected by a drainage works, if dissatisfied with the report of the engineer on the grounds that,

- (a) the benefits to be derived from the drainage works are not commensurate with the estimated cost thereof.
- (b) the drainage works should be modified on grounds to be stated.
- (c) the compensation or allowances provided by the engineer are inadequate or excessive.

may appeal to the Tribunal, and in every case a notice of appeal shall be served within 40 days of the mailing of the Provisional By-Law.

A fact sheet is available that explains the appeals that are available to landowners under the Drainage Act as well as the required forms are available for pick up at the Township of Southwold Office or they could be sent to you by regular mail or email. If anyone has any questions regarding appeals or any other aspect of this work, please contact the Drainage Superintendent Brent Clutterbuck.

Adjournment of Meeting to Consider Report – Bowlby-Futcher Drain

2026-109 Councillor Emons – Councillor Fellows

RESOLVED THAT the Meeting to Consider the Report for the Bowlby-Futcher Drain 2025 hereby adjourns and the regular meeting of Council reconvenes at **7:31 p.m.**

CARRIED

DELEGATION:

7:32 p.m. – 7:54 p.m.

Public Meeting – Elgincentives Community Improvement Plan 2026 Update

2026-110 Councillor Emons – Councillor Fellows

RESOLVED THAT the public meeting regarding the Elgincentives Community Improvement Plan 2026 update forms at **7:32 p.m.**

CARRIED

Public Meeting - Carolyn Krahn, Manager of Economic Development & Strategic Initiatives RE: Elgincentives Community Improvement Plan 2026 Update

Ms. Krahn presented the Elgincentives Community Improvement Plan 2026 Update. The update includes new goals, financial incentives, restructured incentive programs and new incentive programs.

Deputy Mayor Pennings asked if the funding for this plan was received from the tax levy. Ms. Krahn responded yes.

Councillor Emons questioned the motivation to include additional dwellings units in the update. Ms. Krahn responded that during a background review there was a desire for an incentive around housing.

Councillor Emons questioned reducing municipal and county taxes from this program. Ms. Karhn responded that the program is funded by the county and the municipality is not obligated to participate.

Councillor Emons questioned if the survey was opened to everyone or just businesses. Ms. Khahn responded that it was open to everyone.

CAO/Clerk Jeff Carswell reported that a question was received from R. Ellis regarding if Paynes Mills qualified as a settlement area. Ms. Krahn responded yes. Payne Mills is in the settlement area and can apply for any main street programs.

Mr. Ellis also questioned about tenants at a commercial property applying for the program. Ms. Krahn responded that property owners and tenants who have permission from the property owner can apply to the program.

Adjournment of Public Meeting - Elgincentives Community Improvement Plan 2026 Update

2026-111 Councillor Emons – Councillor Fellows

RESOLVED THAT the public meeting for the Elgincentives Community Improvement Plan 2026 Update hereby adjourns and the regular meeting of Council reconvenes at **7:54 p.m.**

CARRIED

PLANNING:

PLA 2026-12 Consent Application E28-26, 33875 Fifth Line

2026-112 Councillor Emons – Councillor Fellows

RESOLVED THAT Council recommend APPROVAL to the Elgin County Land Division Committee for Consent Application E 28-26 subject to the recommended conditions provided in this report.

CARRIED

PLA 2026-13 Consent Applications E30-26 and E31-26, 35866 Rose Avenue

2026-113 Councillor Fellows – Councillor Emons

RESOLVED THAT Council recommend approval to the Elgin County Land Division Committee for Consent Applications E 30-26 and E 31-26 subject to the recommended conditions provided in this report.

CARRIED

DRAINAGE:

Appointment of Engineer – Fowler Drain

2026-114 Councillor Emons – Councillor Fellows

RESOLVED THAT Council received the request for a major improvement under Section 78(1) of the Drainage Act for the Fowler Drain and has decided to proceed with the project; and,

THAT Council now appoints the engineering firm Spriet Associates to prepare the necessary reports: and,

THAT notice will be sent to all required to be notified under the Drainage Act of Council's actions.

CARRIED

Notice of Request for Major Drain Improvement *Drainage Act* Section 78 (1.1) – Lewis Drain

2026-115 Councillor Emons – Councillor Fellows

RESOLVED THAT Council receive the request for a major improvement under Section 78(1.1) of the *Drainage Act*, as described in the request submitted by T. and J. Thompson for the Lewis Drain; and,

THAT Council instructs the Clerk to send the notice required under Section 5(1)(b) of the *Drainage Act* to the petitioners and OMAFA and under Section 78(2) of the *Drainage Act* to the Lower Thames Valley Conservation Authority; and

THAT Council will appoint an engineer under the appropriate section of the Drainage Act after the 30-day period specified in Section 6(1) and 7 (1) has passed.

CARRIED

REPORTS:

FIR 2026-07 Activity Report – March 2026

Jeff McArthur, Director of Emergency Services/Fire Chief presented this report to Council for information purposes.

FIR 2026-08 4TH Bay at Shedden Fire Hall

2026-116 Councillor Emons – Councillor Fellows

RESOLVED THAT Report FIR 2026-08 relating to the Shedden Station 4th Bay Project, be received for information, and,

THAT Council of the Township of Southwold award the contract for the construction of the 4th bay at the Shedden Firehall to Westbuilt Structures Inc. at a cost of \$159,465.00 + HST.

CARRIED

IDS 2026-15 Activity Report – March 2026

Aaron VanOorspronk, Director of Infrastructure and Development Services presented his report to Council for information purposes.

IDS 2026-16 Lyle Bridge Tender Award

2026-117 Councillor Emons – Councillor Fellows

RESOLVED THAT the tender submitted by Vandenberg Construction Inc. in the amount of \$485,909.16 plus HST be accepted with a completion date of July 2026 or deferred until 2027 if not able to complete by July 2026.

CARRIED

IDS 2026-17 Edison Drain 2025 Tender Results

2026-118 Councillor Fellows – Councillor Emons

RESOLVED THAT Council of the Township of Southwold award the contract for the improvement of the Edison Drain 2025 to Robinson Farm Drainage. for a total cost of \$126,215.00+HST; and,

THAT Council instructs the Deputy Mayor and Clerk to sign the contract and forward a copy of signed contract to the successful contractor.

CARRIED

IDS 2026-18 Adjust Sanitary Connection Fees

2026-119 Councillor Emons – Councillor Fellows

RESOLVED THAT Council grant authorization to staff to establish the early payment sanitary connection fee for eligible users of the Shedden and Fingal Wastewater System at \$16,000 for payments received prior to the Township's application for a loan from Infrastructure Ontario; and,

THAT Council authorize staff to initiate a construction loan with Infrastructure Ontario for the Fingal and Shedden Sanitary Sewer Project in an amount not exceeding \$10,000,000.

CARRIED

FIN 2026-09 2025 Summary Investment

2026-120 Councillor Fellows – Councillor Emons

RESOLVED THAT Council receive Report FIN 2026-09 Investment Summary as of December 31, 2025 for information.

CARRIED

FIN 2026-10 Cash-in-lieu Parkland Summary

2026-121 Councillor Emons – Councillor Fellows

RESOLVED THAT Council receive Report No. FIN 2026-10 prepared in accordance with Section 7 of O.Reg.509/20 of the Planning Act, R.S.O. 1990, c. P.13.

CARRIED

FIN 2026-11 Section 357 and Tax Incentive Approval Applications

2026-122 Councillor Emons – Councillor Fellows

RESOLVED THAT Council approves the total adjustment of taxes for the 2025 tax year resulting from Municipal Act, Tax Incentive Approval adjustments as presented, in the amount of \$20,345.99.

CARRIED

CBO 2026-10 Activity Report – March 2026

This report was presented to Council for information purposes.

DPC 2026-02 Elgin Joint Compliance Audit Committee

2026-123 Councillor Fellows – Councillor Emons

RESOLVED THAT the report titled “2026 Municipal Election – Establishment of Joint Compliance Audit Committee”, be received and filed.

THAT Council adopt the By-Law establishing an Election Joint Compliance Audit Committee for the 2026 Municipal Election in accordance with the Municipal elections Act, 1996, as amended.

CARRIED

CAO 2026-08 Activity Report – March 2026

Jeff Carswell, CAO/Clerk presented this report his report to Council for information purposes.

Report from the Economic Development Committee

2026-124 Councillor Fellows – Councillor Emons

RESOLVED THAT Council approve the appointment of the following people to the Southwold Economic Development Committee:

- a. Scott Young
- b. Stuart Lackey
- c. Tanya Buttinger

CARRIED

By-law 2025-44 Integrated Water By-law

STAFF DIRECTION

Staff was directed by Council to defer the discussion on the Integrated Water By-law until all Council members can be present at a meeting.

Elgin County Council Highlights March 24, 2026

This report was presented to Council for information purposes.

CORRESPONDENCE:

- Ministry of Seniors and Accessibility RE: Senior of the Year Award

Council reviewed the item under Correspondence.

BY-LAWS:

- By-law No. 2026-28, being a by-law to provide for drainage works, Bowlby-Futcher Drain 2025
- By-law No. 2026-29, being a by-law to enter into a licence agreement with the County of Elgin. Live Fire Training Facility
- By-law No. 2026-30, being a by-law to amend Civic Addressing and Naming Policy By-law No. 2024-40
- By-law No. 2026-31, being a by-law to establish an Election Joint Compliance Audit Committee

- By-law No. 2026-32, being a by-law to confirm the resolutions and motions of the Council of the Township of Southwold, which were adopted on April 13, 2026

Bowlby-Futcher Drain 2025 By-law

2026-125 Councillor Emons – Councillor Fellows

RESOLVED THAT By-laws Nos. 2026-28, being a by-law to provide for drainage works for the Bowlby-Futcher Drain 2025, be read a first and second time this 13th day of April, 2026.

CARRIED

By-laws

2026-126 Councillor Fellows – Councillor Emons

RESOLVED THAT By-laws Nos. 2026-29, 2026-30 and 2026-31, be read a first and second time, considered read a third time and finally passed this 13th day of April, 2026.

CARRIED

OTHER BUSINESS (Information Only)

- Western Ontario Wardens Caucus March 2026 Newsletter
- Ministry of Transportation Ontario Notice of Study Commencement, Hwy 401 at Lawrence Road Underpass
- Elgin County Spring 2026 Economic Update

Council reviewed the items under Other Business.

CLOSED SESSION:

2026- 127 Councillor Emons – Councillor Fellows

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 **9:27 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) (b) personal matters about an identifiable individual, including municipal or local board employees.

CARRIED

Adjournment of Closed Session

2026-128 Councillor Emons – Councillor Fellows

RESOLVED THAT Council of the Township of Southwold adjourns the Closed Session of the Regular Council meeting at **10:21 p.m.**

CARRIED

STAFF DIRECTION

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

Confirmation By-law

2026-129 Councillor Fellows – Councillor Emons

RESOLVED THAT By-law No. 2026-32 be read a first and second time, considered read a third time and finally passed this 13th day of April, 2026.

CARRIED

ADJOURNMENT:

2026-130 Councillor Emons – Councillor Fellows

RESOLVED THAT Council for the Township of Southwold adjourns this Regular meeting of Council at **10:22 p.m.**

CARRIED

Deputy Mayor
Justin Pennings

CAO/Clerk
Jeff Carswell



Keystone Complex Committee & Parks Committee Meeting

Wednesday, March 26, 2026, 7 PM
Southwold Keystone Complex
35921 Talbot Line

Attendance

Deputy Mayor Pennings – Chair

Councillor Fellows

Councillor Adzija

Janice Fisher – Talbotville Member-at-Large

Ruth Quenville – Talbotville Optimist Club

Ross Bugar – Fingal Heritage Park

Jesse Walker – Alternate Shedden Soccer

Charles Annett – Fingal Ball Park

Shirley Longhurst – Fair Board

Jim Carder – Optimist Club of Fingal-Shedden

Sandy Annett – Rosy Rhubarb

Keith Orchard – Rosy Rhubarb Alternate

Brian Rieger – Shedden Truck and Tractor Pull

Ken Wylie – Triple C Saddle Club

Aaron Van Oorspronk – Director of Infrastructure and Development Services

Allison Duncan – Communications & Community Services Clerk

Corey Pemberton – Director of Building & Community Services

Regrets

Michelle Lackey – Shedden Adult Soccer

Steve Bushell – Shedden Youth Soccer

Rod Hill – Ferndale Community Park

John Coleman – Ice Pad

Call to Order

Deputy Mayor Pennings called the meeting to order at 7 pm.

Deputy Mayor Pennings stated no decision of Council can be advanced at this meeting as there are 3 Council members present.

Agenda

Agenda passed by both committees.

New Business

A) Parks and Trails Master Plan

Aaron Van Oorspronk reviewed each section of the Master Plan.

Section 1 is the components that the agenda is trying to address. It is what the community would like to see.

Section 2 is the foundation of the demographics.

Section 3 highlights the community engagements.

Section 4 is the Planning Strategies; what should be considered when creating the plan.

Section 5 shares an assessment of each facility. Southwold has almost double the recommended amount of parkland.

Corsley Park

There is a proposed trail to connect the park to the Five Maples Conservation Area.

Jesse Walker would like to see more trees planted in the area. Corey Pemberton noted that almost 300 trees were planted across all the parks.

A question was raised about the soccer field layout. The layout in the Master Plan seemed to make more sense than the current layout. It was explained that the current layout was put into effect after consultation with Shedden Soccer.

Mr. Van Oorspronk noted that the addition of the looped trail in the plan is common, as they are popular for users.

Ferndale

A bench program has been started, and the sidewalks have been added.

It is recommended to add a crosswalk to allow connection to other trails.

Fingal Ball Park

Stormwater Pond introduced into the low-lying area, which provides a popular walking path.

The pond area would feature a recoverable slope for anyone who happened to fall down the hill.

The park would be connected to neighbouring lands, as seen in *Figure 35: Fingal Ball Park Improvement Demonstration Plan*. If the area were ever to develop, they must connect to the sidewalk in the parkland.

A question was received about parking at the Fingal Diamond.

Ross Burgar would like educational signage and interactive spots for learning across the trails in each park.

Keystone Complex

Elements shown in *Figure 37: Keystone Complex Improvement Demonstration Plan*, are not exact locations for elements. The image is a conceptual idea based on the ideas consultants received from the public.

The map shading covers the ball diamond and Tractor Pull Lane. The features are not being removed, and the shading will be fixed by Township staff.

The pavilion was shaded over. The Master Plan show the pavilion is a different area. Relocation of the pavilion would be assessed only at the end of the facility's life cycle.

Sandy Annett noted that in the design, there needs to be event parking, a pavilion with a kitchen, and an extension of the parking lot.

Concern was raised about the trail coming out by the open barn at the equestrian ring.

Members would like to see the loop trail go into the memorial forest behind the Complex.

A concern was raised that the track must be able to handle traffic and be at least 3 meters wide. Additionally, there needs to be one-way traffic.

Mr. Van Oorspronk said that considerations about operations will be taken into account during the detailed design phase. If an element in the Master plan were to move forward, it would be done in a way that works logistically for park users.

Talbotville Optimist Heritage Park

Ruth brought to attention that a baseball diamond is still listed in the inventory and needs to be remedied. Mr. VanOorspronk to remove from inventory.

Recommendation to reconfigure and pave the parking lot.

Talbotville Optimist Sports Park

Figure 40: Talbotville Optimist Sports Park Improvement Demonstration Plan does not show the multi-use sports pad previously put forward. Mr. Van Oorspronk to add to the map.

Fingal Heritage Park

Janice Fisher would like the park in the report. Fingal Heritage Park is not featured. Ms. Fisher says it should be listed as one of the parks, even if there does not need to be improvements made to it.

Additional Comments

Talbotville to Ferndale Connection, pg. 123 requires coordination between the Township and the City of St. Thomas.

Appendix C provides Council with the estimated costs. The estimations allow Council to make more informed decisions at budget time.

Sandy Annett raised a question about what is needed from user groups. Mr. Van Oorspronk stated to continue as usual with committees, staff will make the changes, and Council will adopt the Master Plan in roughly a month.

Mr. Van Oorspronk noted that this is the last step for feedback. Details will be decided at their respective stages, following the budget deliberations and community desires.

Adjournment

Moved by: Sandy Annett

Seconded by: Jesse Walker

Meeting adjourned at 8:34 pm.



Southwold Young at Heart Committee Meeting Minutes

Tuesday April 7, 2026
Council Chambers, Fingal, ON
Time meeting started: 1:34 p.m.

Attendance: Sarah Emons, Deb Logghe, Sharon Hinz, Karen Olmstead, Mary-Lou Jones, Karen Auckland, Ida Martin, Trudy Kanellis, Allan Bogart and June McLarty

Guest: Colleen Chapman

1. Call Meeting to Order and Welcome

Sarah called the meeting to order at 1:34 pm.

2. Approval of the Agenda

Resolution No. 2026-10 Moved by: Karen Auckland
Seconded by: Sharon Hinz

RESOLVED that the agenda for the April 7th, 2026 meeting of the Southwold Young at Heart Committee be approved

DISPOSITION: Carried

3. Approval of Minutes

Resolution No. 2026-11 Moved by: Deb Logghe
Seconded by: Trudy Kanellis

RESOLVED that the minutes of the February 17th, 2026 meeting of the Southwold Young at Heart Committee be approved as amended.

DISPOSITION: Carried

4. Colleen Chapman, Occupational Therapist for Seniors

Ms. Chapman attended the meeting to provide the committee an overview of the work she does with seniors when they have fallen and how they can stay in their homes longer. She would like to do a presentation at one of our events. A joint event with the fire department maybe in October and promote it as a health and safety event.

5. Seniors Exercise Program Update

The exercise program has been quite successful and well attended. There has been a lot of positive feedback. The instructor is happy with how things have gone. There will be no class on Monday May 18 (Victoria Day) or Monday June 8 (Rosy Rhubarb).

6. April 16th, 2026 Event

Assistance from Allison will need to be done to set up the presentation for the hawk talk. Committee members will need to be at the complex at 11:00am. The tables and chairs need to set up by the kitchen.

7. Musical Morning – October 28th, 2026

There will be no musical morning on October 28th due to the play at the complex. A new date will need to be determined. The musical mornings can be advertised on the electronic sign.

8. Financial Update

June provided a financial update to the committee.

9. Future Events

Pauline Sloetjes contacted Deb regarding the possibility of having a tour and talk at her property that contains different types of native plants, trees, shrubs and insects. A day and time will need to be determined. Deb will report back at the next meeting with more information.

10. Other Business

Sarah to contact Pete Sheridan about playing music at the summer picnics.

Resolution No. 2026-12 Moved by: Allan Bogart
Seconded by: Deb Logghe

RESOLVED that we get the pricing to order rain gauges, thermometers and calendars.

DISPOSITION: Carried

More discussions on the pictures for the calendars and the event dates for next year will be discussed at the next meeting.

11. Adjournment and Next Meeting

Resolution No. 2026-13

Moved by: Karen A

Seconded by: Ida

RESOLVED THAT the meeting adjourn at 3:04 p.m. to meet again on May 14 at 1:30 p.m.

DISPOSITION: Carried.

To: The Council of the Corporation of the Township of Southwold

Re: Horton Drain

(Name of Drain)

In accordance with section 78 (1.1) of the *Drainage Act*, take notice that I, as owner of land affected, request that the above mentioned drain be improved.

The Major Improvement Project work being requested is (check **all** appropriate boxes):

- Changing the course of the drainage works;
- Making a new outlet for the whole or any part of the drainage works;
- Constructing a tile drain under the bed of the whole or any part of the drainage works;
- Constructing, reconstructing or extending bridges or culverts;
- Extending the drainage works to an outlet;
- Improving or altering the drainage works if the drainage works is located on more than one property;
- Covering all or part of the drainage works;
- Consolidating two or more drainage works; and/or
- Any other activity to improve the drainage works, other than an activity prescribed by the Minister as a minor improvement.

Provide a more specific description of the proposed drain major improvement you are requesting:

To facilitate development of the described property, the Horton Drain was improved with a new alignment and an in-line stormwater management pond within municipally owned lands with permission from the Municipality. This request is for the incorporation of said works to provide the development with a legal stormwater outlet.

Property Owners

- Your municipal property tax bill will provide the property description and parcel roll number.
- In rural areas, the property description should be in the form of (part) lot and concession and civic address.
- In urban areas, the property description should be in the form of street address and lot and plan number, if available.

Property Description

Part of Lot 15, Concession South East of the North branch of Talbot Road

Ward or Geographic Township

Township of Southwold

Parcel Roll Number

If property is owned in partnership, all partners must be listed. If property is owned by a corporation, list the corporation's name and the name and corporate position of the authorized officer. Only the owner of the property may request a drain improvement.

Ownership

Corporation

If you need to provide additional information, please attach along with this form.

Corporation (The individual with authority to bind the corporation must sign the form)

Name of Signing Officer (Last, First Name) (Type/Print)	Position Title
[REDACTED]	President

Name of Corporation
[REDACTED]

I have the authority to bind the Corporation.	
Signature	Date (yyyy/mm/dd)
[REDACTED]	2026/03/10

Enter the mailing address and primary contact information of property owner below:

Last Name	First Name	Middle Initial
[REDACTED]	[REDACTED]	

Mailing Address

Unit Number	Street/Road Number	Street/Road Name	PO Box
	[REDACTED]	[REDACTED]	
City/Town	Province	Postal Code	
St. Thomas	Ontario	N5P 3T2	
Telephone Number	Cell Phone Number (Optional)	Email Address (Optional)	
[REDACTED]	[REDACTED]	[REDACTED]	

To be completed by recipient municipality:

Notice filed this 12 day of March 2026

Name of Clerk (Last, First Name)	Signature of Clerk
Carswell, Jeff	[REDACTED]



TOWNSHIP OF SOUTHWOLD Report to Council

MEETING DATE: April 27, 2026
PREPARED BY: Diana Morris, Senior Planner
REPORT NO: PLA 2026-14
SUBJECT MATTER: **Plan of Subdivision Application 34T-SO2502**
9210 Union Road
Recommendation Report

Recommendation:

1. That Council endorse the conditions of the proposed Draft Plan of Subdivision 34T-SO2502 to Elgin County, subject to the conditions listed in Appendix B of Report PLA 2026-14 being assigned to any Notice of Decision by the County. (PLA 2026-14)

Purpose:

Elgin County has received a Plan of Subdivision Application (34T-SO2502) for the development of a residential subdivision in Shedden.

The proposed development includes a total of 161 dwelling units, 56 of which are apartment units and 105 of which are townhouse units. This is broken down into four (4) residential blocks. Block 1 is located on the north-west portion of the lands and consists of a total of 69 units. This block is separated from the south-east blocks 2, 3, and 4 by a 20.12m± municipal right-of-way for Spicer Street. Block 2 consists of six (6) townhouse buildings (36 units), Block 3 consists of a 3-storey apartment building (28 units), and Block 4 consists of a 3-storey apartment building (28 units).

The proposed development also includes the conversion of the rights-of-way for Teetzel Street and Fairground Street within the subject lands to private roads.

With a total of approximately 161 units and an area of approximately 4.53 hectares (11.19 acres), the proposed development would have a density of approximately 35.54 units/hectare.

Should the draft plan of subdivision be approved by the County, the detailed design of each block will be subject to Site Plan Approval.

Background:

The lands subject to Plan of Subdivision application 34T-SO2502, shown on Figure 1, are located along the north side of Union Road, east of Talbot Street in Shedden and are colloquially known as the Teetzel Farm. The subject lands are legally described as Part of Lot 16, Concession South of the North Branch of the Talbot Road, Township of Southwold, and are described as Parts 8, 9, 13, 14, 18, 19, and 23, on Plan 11R-10140.

The subject lands currently in use as agricultural croplands and cover an area of approximately 4.53 hectares (11.19 acres).

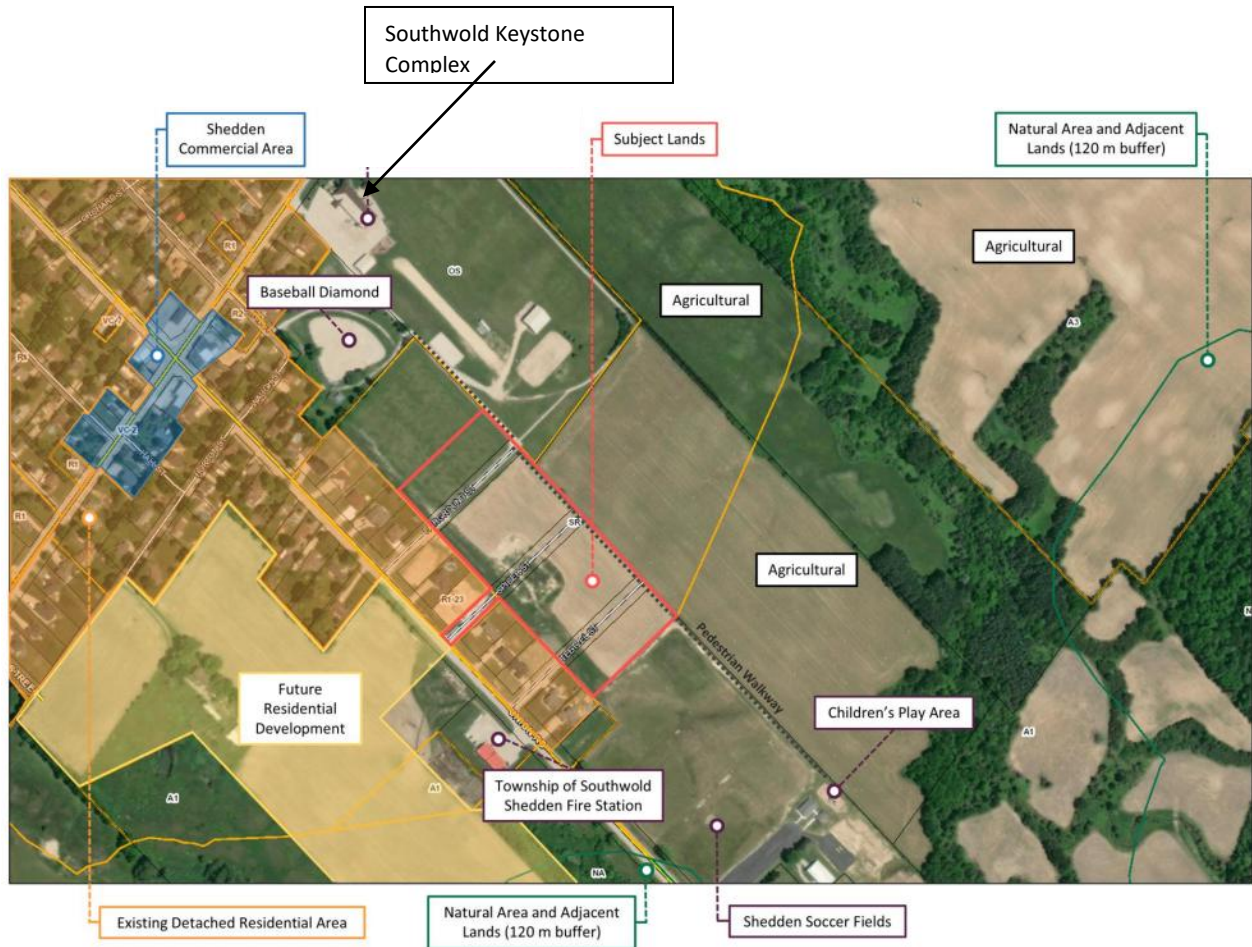
Figure 1- Location Map of Subject Lands**Surrounding Land Uses**

Existing low-density residential uses separate the subject lands from Union Road along the southern boundary. The Southwold Keystone Complex is located northeast of the subject lands, and the Shedden Soccer fields are located to the south. The lands contain an existing walkway block along their eastern edge, which spans from the Southwold Keystone Complex to the Shedden soccer fields. Beyond the walkway, to the east, are active agricultural fields. To the west are existing single-detached residential lots. Across Union Road, to the southwest, is the

Township of Southwold Fire Station No.1, along with currently vacant former agricultural lands zoned for a future residential development known as ‘Shedden Meadows’. In addition to the Complex, the lands are bounded on the east side by agricultural fields. There are no Significant Natural Features on or adjacent to the subject lands.

The subject lands and surrounding land uses are depicted in Figure 2 below.

Figure 2- Surrounding Land Uses Southwold Keystone Complex



The subject properties are located within the **Tier II Settlement Area** of Shedden as shown on Schedule A- Land Use in the County of Elgin Official Plan and within the **Shedden Settlement Area** and designated **Residential** on Schedule 4B- Shedden Land Use within the Township of Southwold Official Plan.

The lands are zoned Settlement Reserve (SR) in the Township of Southwold Zoning By-law No. 2021-68. On February 23, 2026, Council approved the Zoning By-law Amendment to rezone from Settlement Reserve (SR) Zone to a special provision Residential 3 (R3-12) and (R3-13) Zone. The

purpose of these amendments was to reduce the lot area, frontage and interior side yard setbacks for the apartment building and to permit a rear yard deck encroachment.

The applicant has submitted a draft plan showing the lands subject to the Plan of Subdivision application 34T-SO2502, attached as Appendix A to this report. The following documents/plans were submitted in support of the Draft Plan of Subdivision:

1. Stage 1-2 Archaeological Assessment prepared by Archaeological Consultants Canada (ACC)
2. Transportation Impact Study prepared by Paradigm Transportation Solutions Ltd
3. Preliminary Geotechnical Investigation prepared by MTE
4. Environmental Review Letter of Opinion prepared by Vroom & Associates
5. Draft Plan of Subdivision surveyed by Archibald, Gray & McKay Ltd. and prepared by CJDJL
6. Preliminary Servicing Report prepared by CJDJL
7. Conceptual Plans by CJDJL
8. Survey Plans by Archibald, Gray & McKay Ltd.
9. Planning Justification Report prepared by CJDJL

Planning Policy Review:

Planning authorities are considered to make decisions on applications under the provisions of the *Planning Act* shall ensure that decisions are consistent with the direction and policies within the Provincial Planning Statement (PPS 2024), do not conflict with Provincial Plans and are based on sound planning principles. Decisions shall also conform to the policies of Elgin County Official Plan (CEOP) and Township of Southwold Official Plan (SOP).

Staff have reviewed the proposed Draft Plan of Subdivision and provides the following planning analysis.

Provincial Planning Statement (PPS 2024)

All planning decisions in Ontario are required to be consistent with the PPS.

The proposed meets the following policies:

2.1.6 "Planning authorities should support the achievement of complete communities by: a) accommodating an appropriate range and mix of land uses, housing options, transportation options with multimodal access, employment, public service facilities and other institutional uses (including schools and associated child care facilities, long-term care facilities, places of worship and cemeteries), recreation, parks and open space, and other uses to meet long-term needs; b) improving accessibility for people of all ages and abilities by addressing land use barriers which restrict their full participation in society; and c) improving social equity and overall quality of life for people of all ages, abilities, and incomes, including equity-deserving groups."

2.2.1 “Planning authorities shall provide for an appropriate range and mix of housing options and densities to meet projected needs of current and future residents of the regional market area by: ... b) permitting and facilitating: 1. all housing options required to meet the social, health, economic and well-being requirements of current and future residents, including additional needs housing and needs arising from demographic changes and employment opportunities; and ... c) promoting densities for new housing which efficiently use land, resources, infrastructure and public service facilities, and support the use of active transportation;”

Consistent with these policies, the proposed development contributes to a mix of housing options which provides for a range of uses that will support a diverse and growing population. The density of the proposed development makes efficient use of land and optimizes the Township’s infrastructure. The proposed development also contributes to pedestrian connectivity providing linkages to the Southwold Keystone Complex, the Shedden soccer fields, and the nearby children’s play area.

2.3.1 and 2.3.2 “Settlement areas shall be the focus of growth and development. Within settlement areas, growth should be focused in, where applicable, strategic growth areas, including major transit station areas.” Section 2.3.2 states: “Land use patterns within settlement areas should be based on densities and a mix of land uses which: a) efficiently use land and resources; b) optimize existing and planned infrastructure and public service facilities; c) support active transportation;”

The proposed is within the Shedden Settlement Area and will provide growth and development which will make efficient use of infrastructure and supports a mix of land uses within the community.

Consideration of the draft plan of subdivision is consistent with the policies of the PPS, provided the conditions attached in Appendix B to this report are applied to the draft approval and are fulfilled to the satisfaction of the Township prior to the issuance of final approval by the County.

Elgin County Official Plan (ECOP, 2025)

The subject lands are within the **Tier II Settlement Area** on Schedule `A'- Land Use in the Elgin County Official Plan.

Section 2.5 establishes a hierarchy of settlement areas, with tiers based on the level of servicing available. Tier I settlements have full water and wastewater services, giving them the ability to support an urban form with a range of densities, with amenities and employment opportunities in close proximity. Tier II settlements have partial services and, as a result, have limited densities and limited proximities to employment opportunities and amenities.

The planned sewage treatment infrastructure intended to serve the area supports treatment as a Tier I community. If any settlement area with full services were to be treated as Tier II, limitations on densities would result in new development that would not conform with the goals

and objectives of the Plan. Section 4.0 contains policies related to housing, with Section 4.3 stating that: *“Providing for a range of housing typologies promotes affordability and ensures that the County maintains options for households at all stages of their lifecycle. In settlement areas where full municipal services are available, a range of housing typologies shall be provided. Where new residential development proposes single detached dwellings, they shall generally not comprise more than 70% of the dwelling mix.”* Existing residential development in Shedden is mainly low-density housing and the proposed development would increase the housing options available for the area.

Consideration of the draft plan of subdivision conforms to the policies of the ECOP, provided the conditions attached as Appendix B to this report are applied to the draft approval and are fulfilled to the satisfaction of the Township prior to the issuance of final approval by the County.

Township of Southwold Official Plan (SOP, 2022)

The subject lands are located within the ***Shedden Settlement Area*** and designated ***Residential***.

Section 2.1 contains objectives for growth management planning. Relevant objectives include: *“a) To direct the majority of population and employment growth to settlement areas; ...*

... i) To create attractive, functional and livable settlement areas that reflect the character of the Township; j) To preserve and enhance wherever possible the distinctive identity and character of the settlement areas within the Township, while accommodating expected growth over the planning horizon of this Plan; k) To provide an adequate supply and diversity of housing types in appropriate locations within settlement areas;”

The proposed development proposes a range/mix of housing types and accommodates growth within the settlement area of Shedden.

Section 3.2.1 states, *“The majority of the Township’s future growth will be directed to the settlement areas of Talbotville, Shedden, Fingal and North Port Stanley where there is access and availability or planned access of municipal sewage services and municipal water services.”*

Additionally, Section 3.2.2.3 states, *“Full municipal sewage and water services are the preferred form of servicing in the Settlement Areas.”* The residential development facilitated by the proposal is entirely within the Shedden Settlement Area and proposed for full municipal services. The proposal supports these aspects of the Township’s growth strategy.

Section 3.2.7 contains policies related to housing supply, stating, *“The Township will provide for an appropriate range and mix of housing options and densities required to meet projected requirements of current and future residents of the Township.”* The proposed development contributes an appropriate range and mix of housing options of an appropriate density.

Section 3.4 contains policies related to housing, stating, *“The Township is part of a larger regional market area and will support meeting the needs, affordability and preferences of residents in a*

manner which is compatible with the scale of the existing communities and commensurate with the services required to support it. The Township will encourage innovative housing designs particularly those which offer energy efficiency, reduced municipal expenditures or lower costs to purchasers.” A construction of the new sanitary system and wastewater treatment plant in Shedden is planned for 2025-2026.

Consideration of the draft plan of subdivision conforms to the land use policies of the OP, provided the conditions attached as Appendix B to this report are applied to the draft approval and are fulfilled to the satisfaction of the Township prior to the issuance of final approval by the County.

Supporting Studies

Stage 1-2 Archaeological Assessment prepared by Archaeological Consultants Canada (ACC)

No artifacts or archaeological resources were identified and the subject property has been assessed by the Ministry. No further archaeological assessment is required.

Environmental Review Letter of Opinion prepared by Vroom & Associates

Based on the available information and in accordance with applicable municipal and provincial planning policies, an Environmental Impact Study (EIS) is not required in support of the proposed development as the development is not located within 120 metres of any natural heritage feature that would trigger study requirements under the Provincial Planning Statement (2024) or the Township of Southwold Official Plan.

Transportation Impact Study (TIS) prepared by Paradigm Transportation Solutions Ltd

This TIS conducted traffic forecasting in order to assess the impacts of the proposed development on the surrounding road network. The scope of the TIS for the proposed development included assessment of the impact on the intersection of Fairground Street and Spicer with Union Road and the intersection of Union Road and Talbot Line. The TIS forecasted that the development will generate 80 and 86 trips during the AM and PM peak hours respectively.

The TIS determined that the two driveway intersections with Union Road and the intersection of Teetzel Street with Union Road are forecast to operate at satisfactory levels of service during the AM and PM peak hours. Auxiliary left-turn lanes are not warranted on Union Road at Fairground Street or Spicer Street under 2035 total traffic conditions. The TIS determined that the intersection of Union Road and Talbot Line, which is currently under 2-way stop control, is operating at an acceptable level of service. No issues with the recommendation of the proposed development.

Zoning By-law Amendment ZBA 2026-01

The proposed amendment was to rezone from Settlement Reserve (SR) Zone to a special provision Residential 3 (R3-12) and (R3-13) Zone. The purpose of this zone is to reduce the lot area, frontage and interior side yard setbacks for the apartment building and to permit a rear yard deck encroachment.

This amendment was required to permit the development of the subject lands containing an approximate total of 105 townhome dwelling units and two (2) apartment buildings consisting of approximately 56 units.

Council approved the Zoning By-law Amendment on February 23, 2026. (shown in Appendix C).

An appeal was filed by a resident on March 16, 2026. On March 31, 2026, the Ontario Land Tribunal (OLT) provided the Township a letter advising that the Tribunal will not be accepting the appeal.

Circulation and Comments:

Circulation of DPS 34T-SO2502:

Elgin County received a complete Plan of Subdivision application on December 1, 2025, for the subject lands. The required notice of application will be provided to the prescribed persons and public bodies in accordance with Section 51 of the *Planning Act*, including landowners within 120 metres of the subject lands.

The application, draft plan and supporting materials have been circulated to the prescribed public bodies and persons for comment on the application. The purpose of this report is to provide information and to receive comments on the proposed plan of subdivision for compilation to the approval authority (Elgin County Council).

Township Department Comments

Draft Plan of Subdivision 34T-SO2502 was circulated to Township staff for review and comments. Comments received from departments have been included in the recommended conditions of draft approval attached as Appendix B to this report.

Lower Thames Conservation Authority (LTVCA) Comments

Comments from LTVCA have been provided to Elgin County for consideration of the draft plan of approval and will be implemented as conditions of draft plan approval.

Public Comments

A public meeting for the proposed Zoning By-law Amendment application was held on February 23, 2026. Due to interest in the application/development, a Special Council meeting was also scheduled by Township Council and was held on March 30, 2026, at the Southwold Keystone Complex and was a well-attended event by members of the public. There were written comments received by the Township prior to and during the public meeting for the proposed Zoning By-law Amendment 2026-01 as well as verbal comments at the special council meeting.

Public comments received included, but not limited to, the following:

- Loss of greenspace and parkland;
- Loss of privacy and enjoyment of property
- Increased density not suitable for the area
- Environmental and drainage concerns

The above comments pertaining to conformity/density/compatibility are addressed through compliance noted in the policy sections above in this report and conditions have been implemented in Appendix B that will address other concerns (servicing, privacy etc).

The public comments received by the Township were provided to the County in consideration for draft approval.

Financial Implications:

None. Application fees were collected in accordance with the Township’s Tariff of Fees By-law, as amended from time to time.

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

Conclusion:

Subject to receiving additional comments from Council, staff is in a position to state that the requested plan of subdivision, subject to the recommendations contained in Appendix B is:

- i) Consistent with the direction of the Provincial Planning Statement, 2024.
- ii) Conforms to the relevant policies of the Elgin County Official Plan, 2025.
- iii) Conforms to the relevant policies of the Township of Southwold Official Plan, 2022.
- iv) Satisfies the criteria of Section 7.19 of the SOP for consideration of a Plan of Subdivision.

Upon Council making a decision regarding Plan of Subdivision 34T-SO2502 the recommendations/conditions contained in Appendix B will be forwarded to Elgin County for consideration in the final approval for the proposed plan of subdivision. Elgin County, as the approval authority, will issue the appropriate Notice of Decision, including draft conditions of approval.

**Respectfully submitted by:
Diana Morris, Senior Planner
“Submitted Electronically”**

**Reviewed by:
Mat Vaughan, Director of Planning
and Development**

**Approved by:
Jeff Carswell, CAO/Clerk
“Approved Electronically”**

List of Appendices

Appendix A: Draft Plan of Subdivision

Appendix B: Township Recommended Conditions of Draft Approval 34T-SO2502

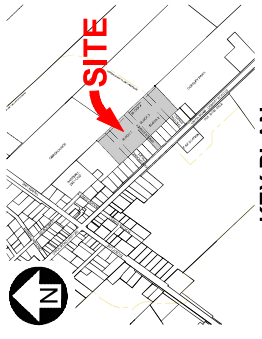
Appendix C: Approved Zoning By-law Amendment (By-law No. 2026-14)

Appendix D: Public Comments

DRAFT PLAN OF SUBDIVISION

PART OF LOT 16,
CONCESSION SOUTH OF THE NORTH BRANCH
OF THE TALBOT ROAD
IN THE GEOGRAPHIC TOWNSHIP OF SOUTHWOLD
COUNTY OF ELGIN

PROVISION REQUIRED UNDER SECTION 51(7) OF THE PLANNING ACT R.S.O. 1990
(1) THIS PLAN IS A DRAFT PLAN OF SUBDIVISION.
(2) THIS PLAN IS NOT TO BE USED FOR ANY OTHER PURPOSE.
(3) THIS PLAN IS NOT TO BE USED FOR ANY OTHER PURPOSE.
(4) THIS PLAN IS NOT TO BE USED FOR ANY OTHER PURPOSE.
(5) THIS PLAN IS NOT TO BE USED FOR ANY OTHER PURPOSE.
(6) THIS PLAN IS NOT TO BE USED FOR ANY OTHER PURPOSE.
(7) THIS PLAN IS NOT TO BE USED FOR ANY OTHER PURPOSE.
(8) THIS PLAN IS NOT TO BE USED FOR ANY OTHER PURPOSE.
(9) THIS PLAN IS NOT TO BE USED FOR ANY OTHER PURPOSE.
(10) THIS PLAN IS NOT TO BE USED FOR ANY OTHER PURPOSE.
(11) THIS PLAN IS NOT TO BE USED FOR ANY OTHER PURPOSE.
(12) THIS PLAN IS NOT TO BE USED FOR ANY OTHER PURPOSE.
(13) THIS PLAN IS NOT TO BE USED FOR ANY OTHER PURPOSE.
(14) THIS PLAN IS NOT TO BE USED FOR ANY OTHER PURPOSE.
(15) THIS PLAN IS NOT TO BE USED FOR ANY OTHER PURPOSE.
(16) THIS PLAN IS NOT TO BE USED FOR ANY OTHER PURPOSE.
(17) THIS PLAN IS NOT TO BE USED FOR ANY OTHER PURPOSE.
(18) THIS PLAN IS NOT TO BE USED FOR ANY OTHER PURPOSE.
(19) THIS PLAN IS NOT TO BE USED FOR ANY OTHER PURPOSE.
(20) THIS PLAN IS NOT TO BE USED FOR ANY OTHER PURPOSE.
(21) THIS PLAN IS NOT TO BE USED FOR ANY OTHER PURPOSE.
(22) THIS PLAN IS NOT TO BE USED FOR ANY OTHER PURPOSE.
(23) THIS PLAN IS NOT TO BE USED FOR ANY OTHER PURPOSE.
(24) THIS PLAN IS NOT TO BE USED FOR ANY OTHER PURPOSE.
(25) THIS PLAN IS NOT TO BE USED FOR ANY OTHER PURPOSE.
(26) THIS PLAN IS NOT TO BE USED FOR ANY OTHER PURPOSE.
(27) THIS PLAN IS NOT TO BE USED FOR ANY OTHER PURPOSE.
(28) THIS PLAN IS NOT TO BE USED FOR ANY OTHER PURPOSE.
(29) THIS PLAN IS NOT TO BE USED FOR ANY OTHER PURPOSE.
(30) THIS PLAN IS NOT TO BE USED FOR ANY OTHER PURPOSE.
(31) THIS PLAN IS NOT TO BE USED FOR ANY OTHER PURPOSE.
(32) THIS PLAN IS NOT TO BE USED FOR ANY OTHER PURPOSE.
(33) THIS PLAN IS NOT TO BE USED FOR ANY OTHER PURPOSE.
(34) THIS PLAN IS NOT TO BE USED FOR ANY OTHER PURPOSE.
(35) THIS PLAN IS NOT TO BE USED FOR ANY OTHER PURPOSE.
(36) THIS PLAN IS NOT TO BE USED FOR ANY OTHER PURPOSE.
(37) THIS PLAN IS NOT TO BE USED FOR ANY OTHER PURPOSE.
(38) THIS PLAN IS NOT TO BE USED FOR ANY OTHER PURPOSE.
(39) THIS PLAN IS NOT TO BE USED FOR ANY OTHER PURPOSE.
(40) THIS PLAN IS NOT TO BE USED FOR ANY OTHER PURPOSE.
(41) THIS PLAN IS NOT TO BE USED FOR ANY OTHER PURPOSE.
(42) THIS PLAN IS NOT TO BE USED FOR ANY OTHER PURPOSE.
(43) THIS PLAN IS NOT TO BE USED FOR ANY OTHER PURPOSE.
(44) THIS PLAN IS NOT TO BE USED FOR ANY OTHER PURPOSE.
(45) THIS PLAN IS NOT TO BE USED FOR ANY OTHER PURPOSE.
(46) THIS PLAN IS NOT TO BE USED FOR ANY OTHER PURPOSE.
(47) THIS PLAN IS NOT TO BE USED FOR ANY OTHER PURPOSE.
(48) THIS PLAN IS NOT TO BE USED FOR ANY OTHER PURPOSE.
(49) THIS PLAN IS NOT TO BE USED FOR ANY OTHER PURPOSE.
(50) THIS PLAN IS NOT TO BE USED FOR ANY OTHER PURPOSE.
(51) THIS PLAN IS NOT TO BE USED FOR ANY OTHER PURPOSE.
(52) THIS PLAN IS NOT TO BE USED FOR ANY OTHER PURPOSE.
(53) THIS PLAN IS NOT TO BE USED FOR ANY OTHER PURPOSE.
(54) THIS PLAN IS NOT TO BE USED FOR ANY OTHER PURPOSE.
(55) THIS PLAN IS NOT TO BE USED FOR ANY OTHER PURPOSE.
(56) THIS PLAN IS NOT TO BE USED FOR ANY OTHER PURPOSE.
(57) THIS PLAN IS NOT TO BE USED FOR ANY OTHER PURPOSE.
(58) THIS PLAN IS NOT TO BE USED FOR ANY OTHER PURPOSE.
(59) THIS PLAN IS NOT TO BE USED FOR ANY OTHER PURPOSE.
(60) THIS PLAN IS NOT TO BE USED FOR ANY OTHER PURPOSE.
(61) THIS PLAN IS NOT TO BE USED FOR ANY OTHER PURPOSE.
(62) THIS PLAN IS NOT TO BE USED FOR ANY OTHER PURPOSE.
(63) THIS PLAN IS NOT TO BE USED FOR ANY OTHER PURPOSE.
(64) THIS PLAN IS NOT TO BE USED FOR ANY OTHER PURPOSE.
(65) THIS PLAN IS NOT TO BE USED FOR ANY OTHER PURPOSE.
(66) THIS PLAN IS NOT TO BE USED FOR ANY OTHER PURPOSE.
(67) THIS PLAN IS NOT TO BE USED FOR ANY OTHER PURPOSE.
(68) THIS PLAN IS NOT TO BE USED FOR ANY OTHER PURPOSE.
(69) THIS PLAN IS NOT TO BE USED FOR ANY OTHER PURPOSE.
(70) THIS PLAN IS NOT TO BE USED FOR ANY OTHER PURPOSE.
(71) THIS PLAN IS NOT TO BE USED FOR ANY OTHER PURPOSE.
(72) THIS PLAN IS NOT TO BE USED FOR ANY OTHER PURPOSE.
(73) THIS PLAN IS NOT TO BE USED FOR ANY OTHER PURPOSE.
(74) THIS PLAN IS NOT TO BE USED FOR ANY OTHER PURPOSE.
(75) THIS PLAN IS NOT TO BE USED FOR ANY OTHER PURPOSE.
(76) THIS PLAN IS NOT TO BE USED FOR ANY OTHER PURPOSE.
(77) THIS PLAN IS NOT TO BE USED FOR ANY OTHER PURPOSE.
(78) THIS PLAN IS NOT TO BE USED FOR ANY OTHER PURPOSE.
(79) THIS PLAN IS NOT TO BE USED FOR ANY OTHER PURPOSE.
(80) THIS PLAN IS NOT TO BE USED FOR ANY OTHER PURPOSE.
(81) THIS PLAN IS NOT TO BE USED FOR ANY OTHER PURPOSE.
(82) THIS PLAN IS NOT TO BE USED FOR ANY OTHER PURPOSE.
(83) THIS PLAN IS NOT TO BE USED FOR ANY OTHER PURPOSE.
(84) THIS PLAN IS NOT TO BE USED FOR ANY OTHER PURPOSE.
(85) THIS PLAN IS NOT TO BE USED FOR ANY OTHER PURPOSE.
(86) THIS PLAN IS NOT TO BE USED FOR ANY OTHER PURPOSE.
(87) THIS PLAN IS NOT TO BE USED FOR ANY OTHER PURPOSE.
(88) THIS PLAN IS NOT TO BE USED FOR ANY OTHER PURPOSE.
(89) THIS PLAN IS NOT TO BE USED FOR ANY OTHER PURPOSE.
(90) THIS PLAN IS NOT TO BE USED FOR ANY OTHER PURPOSE.
(91) THIS PLAN IS NOT TO BE USED FOR ANY OTHER PURPOSE.
(92) THIS PLAN IS NOT TO BE USED FOR ANY OTHER PURPOSE.
(93) THIS PLAN IS NOT TO BE USED FOR ANY OTHER PURPOSE.
(94) THIS PLAN IS NOT TO BE USED FOR ANY OTHER PURPOSE.
(95) THIS PLAN IS NOT TO BE USED FOR ANY OTHER PURPOSE.
(96) THIS PLAN IS NOT TO BE USED FOR ANY OTHER PURPOSE.
(97) THIS PLAN IS NOT TO BE USED FOR ANY OTHER PURPOSE.
(98) THIS PLAN IS NOT TO BE USED FOR ANY OTHER PURPOSE.
(99) THIS PLAN IS NOT TO BE USED FOR ANY OTHER PURPOSE.
(100) THIS PLAN IS NOT TO BE USED FOR ANY OTHER PURPOSE.



KEY PLAN
SCALE: 1:10,000

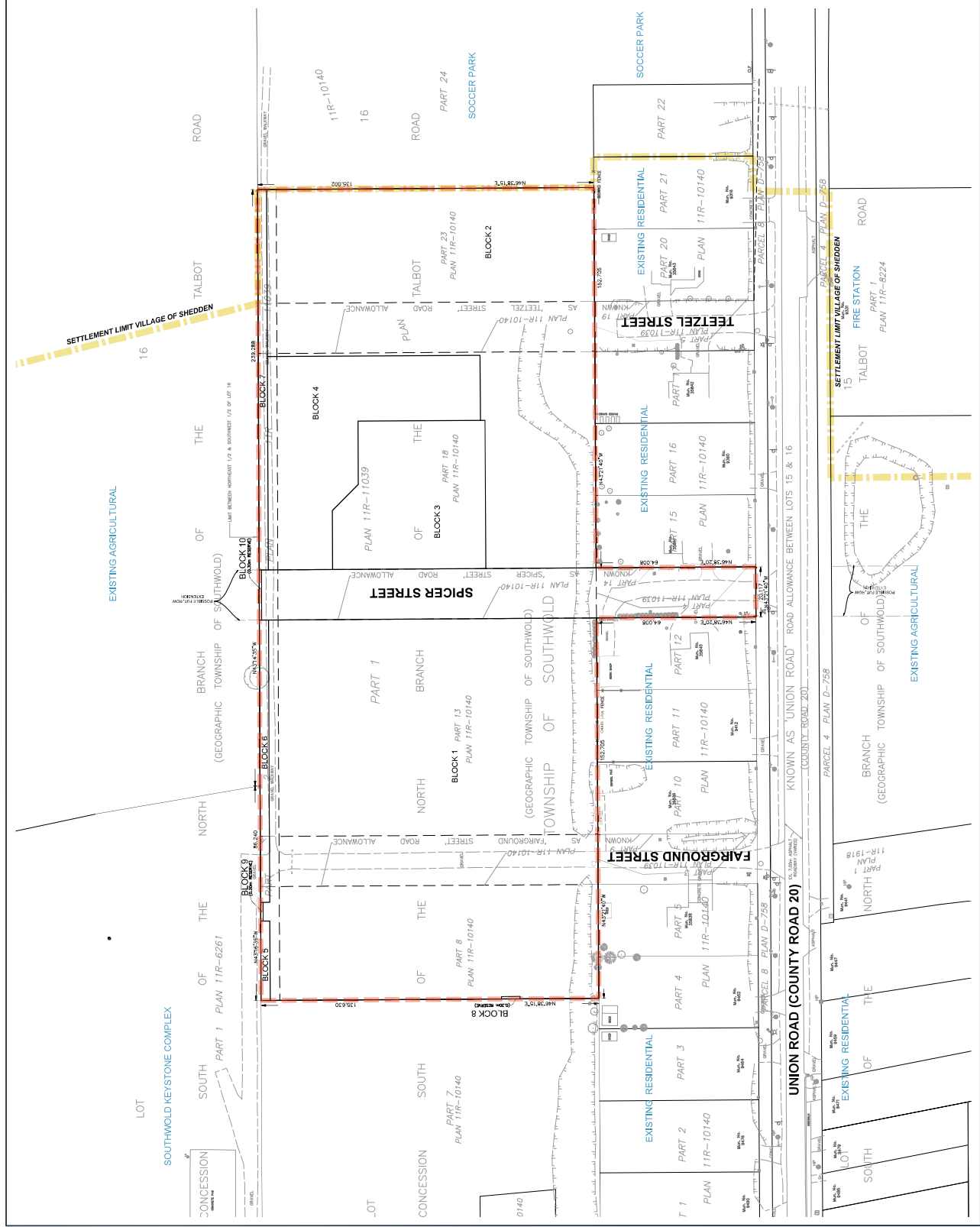
AREA SUMMARY

NO.	DESCRIPTION	AREA (SQ. METERS)
1	BLOCK 1-4	6,400
2	MEDIUM DENSITY RESIDENTIAL	6,400
3	INDICATED STREETS	3,000
4	ROADWAY	5,000
5	RESERVES	6,000
6	TOTAL	23,000

PREPARED BY: [Signature]
DATE: November 6, 2025



SCALE: 1:750
NOTE: ORIGINAL CONTOURS SHOW FROM 2021 C.J.D. SURVEY
PLAN PREPARED BY: C.J.D. Ltd. Consulting Engineers
1150 SHEPPARD AVENUE EAST
SUITE 100
SCARBOROUGH, ONTARIO M1B 4Y8
TEL: (416) 291-2888
cjd@cjdltd.com
JOB NO. 22045
DATE: 4 NOV 2025



APPENDIX B- Township Recommended Conditions of Draft Approval 34T-SO2502

That Council of the Township of Southwold recommend APPROVAL to the County of Elgin Approval Authority for the proposed Draft Plan of Subdivision 34T-SO2502 with the following Township conditions;

1. That this approval applies to the **draft plan of subdivision** prepared and certified by **Thomas J. Stirling O.L.S., dated November 6, 2025**, that shows four (4) blocks for future residential development, three (3) blocks for walkways, three (3) blocks for 0.3 metre reserves legally described as Part of Lot 16, Concession South of the North Branch of Talbot Road, Township of Southwold, County of Elgin and as described as Parts 8, 9, 13, 14, 18, 19 and 23 on Plan 11R-10140.
2. That the Owner be required to enter into a **development agreement** with the municipality wherein the owner agrees to satisfy all the requirements financial and otherwise, including but not limited to: the payment of fees and development charges, provision of roads, installation and capacity of services, sanitary sewerage collection system, storm water collection system, water distribution system, utilities, stormwater management facilities, sidewalks, active transportation facilities, traffic signage, streetlighting system, pavement markings, temporary lot drainage, temporary drainage systems at limits of subdivision phases, fencing, buffering, retaining walls, and trees for the development of the lands within the plan, all in accordance with approved drawings and specifications.
3. That the development agreement between the Owner and the Municipality contain provisions requiring **financial contributions** be made and/or secured to the Municipality including all required letters of credit, cash securities and insurances **(for a period of time up to and including two years after final completion of all required municipal infrastructure and services). Development Charges, Securities (100% of estimated work on public lands), Water Connection Fees, Deposit for legal fees, costs incurred by the Township, and all other associated fees to be paid upon submission of signed agreement.**
4. That Securities be provided in a **Letter of Credit or a Surety Bond** to the satisfaction of the Township.
5. That the development agreement between the Owner and the Municipality be registered against the title of the lands to which it applies prior to the **registration** of the plan of subdivision.
6. That the Owner convey up to five percent (5%) of the land included in the plan to the Township for park or other recreational purposes or alternatively the Township require cash-in-lieu of all or a portion of the conveyance.
7. That the development agreement contains provisions to the satisfaction of the Municipality regarding the **phasing** or timing of the development. That the Owner shall submit plans showing any revised phasing to the Municipality for review and approval if this subdivision is to be developed in more than one registration.

8. That prior to final approval by Elgin County, the County is to be advised by the Municipality that this proposed subdivision **conforms to the zoning by-law** in effect. The Owner shall provide to the Municipality a table of lot areas and lot frontages certified by an Ontario Land Surveyor confirming compliance with the Zoning By-law.
9. That the Owner shall provide **easements** as may be required for **services, access, maintenance, utility or drainage purposes**, and where required by the Municipality, daylight corners and/or 0.3 metre reserves shall be shown on the final plan and conveyed in a form satisfactory to the Municipality and the relevant agency.
10. That the draft plan of subdivision include and show any required daylight/visibility triangles, to the satisfaction of the Township.
11. That the Owner shall construct 3.0m Granular A trail on Blocks 5,6,7 to municipal standards and transferred to the Township upon assumption.
12. That the Owner shall construct an asphalt multi-use path on the north side of Spicer Street connecting to the trail on the east side of the subject lands.
13. That the Owner provide to the municipality all **servicing plans and reports** for the review and final approval by the Municipality in accordance with the **Development Standards Manual/to the satisfaction of the Municipality**.
14. That the Owner complete an application and agreement for Sewage Allocation in accordance with By-law 2025-44.
15. That prior to final approval, the Municipality shall confirm that **reserve sewage treatment conveyance capacity and water supply capacity** is available for all lots in the proposed development.
16. That the development agreement, between the Owner and the Municipality, include the **transfer of designated Right-of-Ways** to the Township upon assumption.
17. That the development agreement, between the Owner and the Municipality, contain provisions, to the satisfaction of the Municipality and the Lower Thames Conservation Authority that stipulates, that prior to obtaining final approval, for any phase of the development, that the Owner, will **finalize an engineering analysis**, to **identify stormwater quality and quantity measures**, and flood hazards, in accordance with any relevant municipal/provincial, standards or guidelines, in consultation with the applicable authority.
18. That the development agreement, between the Owner and the Municipality, contain provisions, to the satisfaction of the Municipality, that stipulates, that prior to obtaining final approval, for any phase of the development, that the Owner, will finalize the following plans and reports in accordance with any relevant municipal/provincial, standards or guidelines, in consultation with the applicable authority and the satisfaction of the Municipality:
 - **Grading Plans**
 - **Site Servicing Plans**

- **Erosion and Sediment Control Plans**
 - **Phasing Plans**
 - **Sanitary and Storm Area Plans – showing pre and post tributary areas, outlets storm water management, calculations etc**
 - **Subdivision Plans**
 - **Details and Notes Plans as Required**
 - **Plan and Profiles**
 - **Photometric Plans**
 - **Landscaping Plans**
 - **Any other plans deemed necessary by the Township**
19. That the development agreement between the Owner and the Municipality contain provisions, that requires, that the Owner will maintain or improve Horton Drain Branch 'B' alignment and maintain the easement, to the satisfaction of the Municipality.
 20. The developer shall ensure that sanitary sewers are designed to service future development lands to the satisfaction of the Township.
 21. The developer shall pre-treat storm flows leaving the site with an approved oil grit system or approved alternate.
 22. That the recommendations presented in the submitted Preliminary Geotechnical Investigation prepared by MTE Consultants, dated October 15, 2025, be implemented, as required, to the satisfaction of the Municipality.
 23. That prior to undertaking construction or site alteration activities, any necessary **permits** or approvals, be received, from the Lower Thames Conservation Authority.
 24. That the development agreement between the Owner and the Municipality shall contain the following clause:

In the event that an improperly constructed, maintained or abandoned Well is found upon or within any lands either conveyed to the Municipality as a requirement of the development agreement or lands which become owned by and/or under the jurisdiction of the Municipality as a result of the registration of the plan of subdivision, the Owner covenants and agrees to indemnify and save harmless the Municipality for all costs incurred relating to the capping, repairing or otherwise remediating of such Well in accordance with the applicable legislation, regulations, guidelines or orders. It is the intention of the parties that this provision shall survive the closing of any transaction related to the transfer of the applicable lands.
 25. That the development agreement between the Owner and the Municipality shall contain a provision requiring the **installation of perimeter fencing**. The location, type, height of the fencing shall be shown on the appropriate drawing, to the satisfaction of the Municipality. Fencing shall be installed as required in the development agreement.

26. The Owner shall acknowledge that no grading or other soil disturbances shall take place on the subject property prior to the Owner's Licensed Archaeologist providing a letter to the Township and County indicating that there are no further concerns for impacts to archaeological sites on the subject lands. This is to be accompanied by a Ministry of Tourism, Culture and Sport letter indicating that the licensee has met the terms and conditions for Archaeological Licensing and that the report has been entered into the Ontario Public register of archaeological reports.

27. That the development agreement between the Owner and the Municipality shall contain the following clause:

"The Owner acknowledges that an oil, gas or water well ("Well") that is improperly constructed, maintained or abandoned presents a safety risk to humans as well as a potential risk to pollute groundwater resources. The Owner represents and warrants that it has researched the Oil, Gas and Salt Resources Library and the Ministry of Environment, Conservation and Parks Well Records (together the "Records") and has made itself aware of the presence of any Well on the lands. The Owner acknowledges that not all Wells are recorded or located accurately in the Records. The Owner further represents and warrants that it has:

- a) systematically searched the subject lands for potential Well sites; and
- b) taken all other necessary steps to ensure that there are no other Wells on the subject lands and that any Well found has been or will be capped in accordance with the applicable legislation, regulations, guidelines or orders, the proof of which shall be submitted to the Municipality.

In the event that an improperly constructed, maintained or abandoned Well is found upon or within any lands either conveyed to the Municipality as a requirement of the development agreement or lands which become owned by and/or under the jurisdiction of the Municipality as a result of the registration of the plan of subdivision, the Owner covenants and agrees to indemnify and save harmless the Municipality for all costs incurred relating to the capping, repairing or otherwise remediating of such Well in accordance with the applicable legislation, regulations, guidelines or orders. It is the intention of the parties that this provision shall survive the closing of any transaction related to the transfer of the applicable lands."

28. That the development agreement between the Owner and the Municipality shall contain a provision, to the satisfaction of the Municipality, that there be a notice/warning clause in every agreement of purchase and sale advising purchasers to be aware of the adjacent recreational land use, specifically the Southwold Keystone Complex. The warning clause should, at a minimum, contain the following information:

New residents acknowledge:

- The adjacent recreational land use serves as a vital public hub for social interaction, recreation, education and services in the community. This involves hosting community activities which can generate noise.

29. That the development agreement between the Owner and the Municipality shall contain a provision, to the satisfaction of the Municipality, that there be a notice/warning clause in every agreement of purchase and sale advising purchasers to be aware of adjacent agricultural land uses. The warning clause should, at a minimum, contain the following information:

New residents acknowledge:

- The nearby agricultural operations and agree to support the “right to farm” principle;
- That adjacent farms deploy the use of frost windmills which operate to circulate air to prevent fruit from freezing and further these machines can generate unfamiliar and loud noise when in operation;
- That adjacent farms utilize and house specialized seasonal farm workers to maintain the crop;
- That farming operations use sprays to ensure healthy crops; these are all approved for safe use by Health Canada;
- That specialized farming equipment is used and are permitted to be on adjacent roadways; and
- That manure may be applied to adjacent farms which can produce unpleasant odours; farmers follow strict nutrient management plans.

30. That the subdivision agreement between the Owner and the Municipality contain a provision requiring the owner to notify in writing each person who first offers to purchase any subdivided lot within the plan of subdivision of all approved **development charges**, including development charges for school purposes, relating to any such lot pursuant to Section 59(4) of the Development Charges Act, 1997, and the Education Act.

31. That prior to final approval by Elgin County, the Owner shall submit for review and approval by the Municipality, a draft of the **final M plan**.



THE CORPORATION OF THE TOWNSHIP OF SOUTHWOLD

BY-LAW NO. 2026-14

Being a By-law to Amend By-law No. 2011-14

WHEREAS under Section 34 of the Planning Act, R.S.O. 1990, c.P.13, authorizes municipalities to pass and amend zoning by-laws governing the use of land, buildings and structures;

AND WHEREAS the requirements for the giving notice and the holding of a public meeting of a zoning by-law amendment have been met;

AND WHEREAS the Council of the Corporation of the Township of Southwold deems it advisable to amend By-law 2011-14, being the Zoning By-law of the Township of Southwold;

THE COUNCIL OF THE CORPORATION OF THE TOWNSHIP OF SOUTHWOLD HEREBY ENACTS AS FOLLOWS:

1. **THAT:** Schedule 'A', Map 13 of By-Law No. 2011-14, as amended, are hereby amended by changing from Settlement Reserve (SR) Zone to Residential 3 (R3) Zone and Residential 3 – Special Provision 12 (R3-12), those lands outlined in heavy solid lines on Schedule 'A' attached hereto and forming part of this By-law.

2. **THAT** subsection 10.4 of By-law 2011-14, as amended, is hereby amended by adding the following Special Provision:

a. Residential 3 – Special Provision 12 (R3-12)

i. Regulations:

- | | |
|---|-------------------|
| 1. Minimum Lot Area | 119m ² |
| 2. Minimum Lot Frontage | 25.8m |
| 3. Minimum interior apartment side yard | 6.1m |
| 4. Minimum Front Yard Depth | 4.0m |
| 5. Minimum Off-Street Parking Spaces | 1.25 per unit |

3. **THAT** subsection 10.4 of By-law 2011-14, as amended, is hereby amended by adding the following Special Provision:

a. Residential 3 – Special Provision 13 (R3-13)

i. Regulations:

- | | |
|----------------------|-------|
| 1. Minimum Rear Yard | 6.25m |
|----------------------|-------|

2. A deck may extend into not more than 50% of the required rear yard setback
4. **THAT:** this By-law shall come into force pursuant to Section 34(2) of the Planning Act, RSO 1990.

READ A FIRST AND SECOND TIME, CONSIDERED READ A THIRD TIME AND FINALLY PASSED THIS 23rd DAY OF FEBRUARY 2026.

Mayor
Grant Jones

CAO/Clerk
Jeff Carswell



**NOTICE OF THE PASSING OF A ZONING BY-LAW
BY THE CORPORATION OF THE
TOWNSHIP OF SOUTHWOLD**

Application ZBA 2026-01

TAKE NOTICE that the Council of the Corporation of the Township of Southwold passed By-law No. 2026-14 on the 23rd day of February 2026, pursuant to Section 34 of the Planning Act, R.S.O. 1990, as amended.

The subject lands are municipally known as: 9210 Union Road

THE PURPOSE AND EFFECT of the By-law was to rezone the subject property from **Settlement Reserve (SR) to Residential 3 – Special Provision 12 (R3-12) and Residential 3 – Special Provision 13 (R3-13)**.

The Written and Oral Submissions are summarized in the Planning Staff Report PLA 2026-04 and in the Statutory Public Meeting portion of the Council Meeting minutes of February 23, 2026; and were considered as part of the effect on the decision-making process.

AND TAKE NOTICE that those afforded rights to appeal to the Ontario Land Tribunal under Section 34(19) of the Planning Act, R.S.O. 1990, as amended, may appeal the decision of Council with respect to the By-law by filing a Notice of Appeal with the Clerk of the Corporation of the Township of Southwold, no later than **March 16, 2026**. The Notice of Appeal shall set out the objection to the by-law, the reasons in support of the objection, and shall be accompanied by a copy of the appeal form, available from the Ontario Land Tribunal website at www.elto.gov.on.ca, other documents and the fee required by the Tribunal (certified cheque, money order or credit card) payable to the Ministry of Finance and in Canadian funds. Upon receipt by the Clerk, the Notice of Appeal package will be forwarded to the Ontario Land Tribunal.

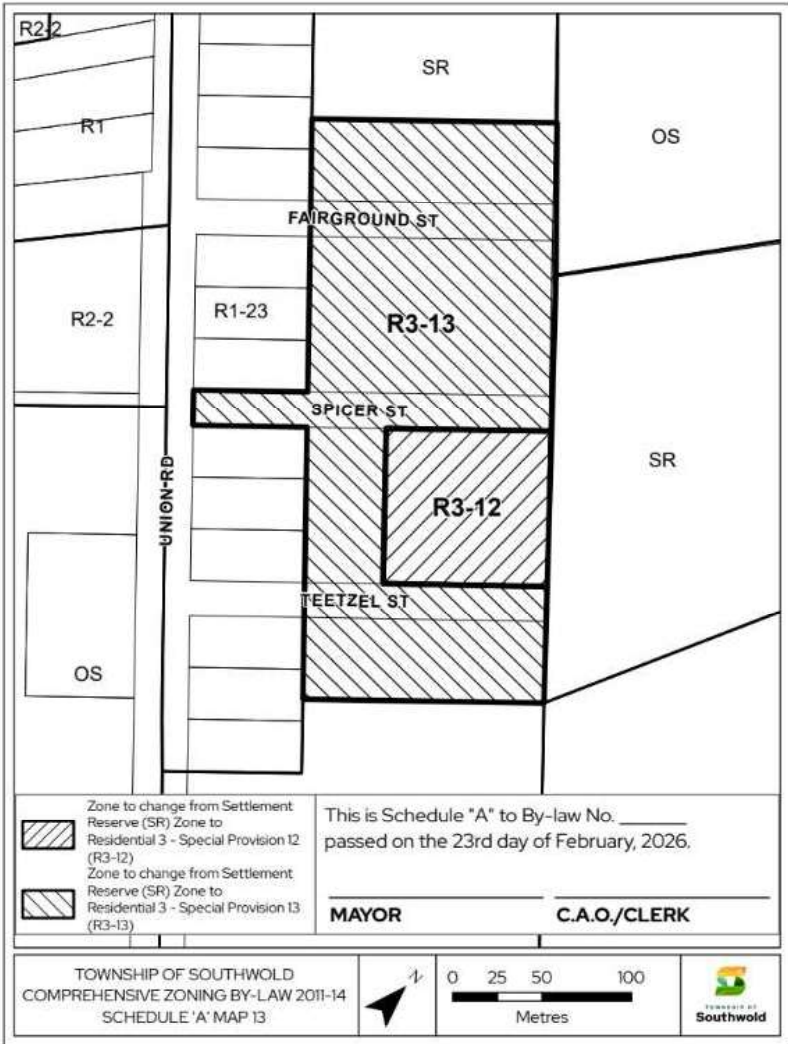
No person or public body shall be added as a party to the hearing of the appeal unless, before the by-law was passed, the person or public body made oral submissions at a public meeting or written submissions to the council or, in the opinion of the Tribunal, there are reasonable grounds to add the person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

This Notice and the By-law are available online at the Township's website at: www.southwold.ca/current-planning-applications The complete By-law is available for inspection daily, from Monday to Friday, during regular office hours, at the Clerk's Office.

DATED at the Township of Southwold, this 24th day of February, 2026.

Jeff Carswell, CAO/Clerk
Township of Southwold
35663 Fingal Line
Fingal, Ontario NOL 1K0
Office: 519-769-2010
Email: cao@southwold.ca

KEY MAP: ZBA 2026-01 (Not to Scale)
9210 Union Road



Diana Morris

From: [REDACTED]
Sent: March 9, 2026 3:28 PM
To: planning
Subject: Traffic impact study

Hello, I'm Wayne Clark and live at [REDACTED] I was wondering if you could send me the TIS (traffic impact study) for the Teetzel Farm here in Shedden.

I was just made aware that there has been a zoning change in front of my house. People are already going in and out of the complex area like it's a legitimate intersection since there is a back road access now.

I was also wondering if you could send me a map of the plans for this new proposed and passed zoning change.

I wasn't given any notice and would like to know what is happening in my area.

Thanks for your help

Best

Wayne Clark

From: [REDACTED]
Sent: Monday, February 23, 2026 7:09 PM
To: Jeff Carswell <cao@southwold.ca>
Subject: Keystone Park/Greenspace

You don't often get email from [REDACTED]. [Learn why this is important](#)

Good Evening,

I am writing with disappointment, as we have JUST (@ 6:34 tonight) found out about a point on the agenda at the council meeting tonight that was not brought to the attention of every Shedden resident beforehand.

Is there a reason why we all were not notified about the opportunity to oppose the destruction of greenspace? The council members who are voting to approve these community-altering decisions are obviously Shedden and Fingal residents correct? Because if they live, say, on Ford Road, and not in the community they are destroying, you'd think ALL residents from our communities would have a say that would out-weigh those, regardless of council-member status, who do not live in the area.

It goes without saying that I would like to express my extreme opposition to the loss of greenspace and parkland behind the Keystone complex in lieu of townhouses and apartment buildings. Having moved to Shedden a little over a year ago because of the slower, small village feeling, I am surprised and disheartened that Southwold is allowing so many developments to happen that will change and destroy the country-feel that Shedden has, and that which attracted us to the area to begin with.

Please note that I would have emailed prior to the noon deadline for opposition, however, communication from Southwold with respect to this agenda point was not sent out to all residents but only to a small number. This in itself seems suspect, and I would question the integrity of any decision made, given the circumstances.

Kristina Loucks

Sent from Gmail Mobile

Southwold Planning

From: [REDACTED]
Sent: February 23, 2026 4:19 PM
To: Southwold Planning
Subject: Rezoning ZBA 2026-01

[You don't often get email from [REDACTED]. Learn why this is important at <https://aka.ms/LearnAboutSenderIdentification>]

Hi,

I am writing to oppose the rezoning application. ZBA 2026-01 based on

- loss of community health and livability: loss of green space, informal recreation space, buffer between neighbourhoods.
- incompatibility with surrounding area/neighbourhoods: we are a rural based area, adding apartment buildings will ruin it, increase traffic, increase noise, risk the safety of our children
- inconsistent with the official plan: contradicts land use of open space. Increased risk of flooding and groundwater recharge disruption

Please accept this letter as I am unable to attend the meeting tonight and was just made aware of it.

Thanks

Breanna Wiebe
[REDACTED]

Sent from my iPhone

notify the sender and permanently delete this message without reviewing, copying, forwarding, disclosing, or otherwise using it or any part of it in any form whatsoever.

-----Original Message-----

From: [REDACTED]
Sent: Monday, February 23, 2026 6:58 PM
To: Jeff Carswell <cao@southwold.ca>
Subject: TONIGHTS MEETING

I understand there are several residents of Southwold, including myself, who were never informed of the application for a zoning by-law change to build townhouse/apartments at 9210 Union Road.

Please postpone the decision until the residents are properly notified so their input can be legitimately received.

Thank you.

Peggie McArthur

permanently delete this message without reviewing, copying, forwarding, disclosing, or otherwise using it or any part of it in any form whatsoever.

From: [REDACTED]
Sent: Monday, February 23, 2026 7:35 PM
To: Jeff Carswell <cao@southwold.ca>
Subject: Opposition to Zoning By-law Amendment Application ZBA 2026-01 (9210 Union Road)

You don't often get email from [REDACTED] [Learn why this is important](#)

Dear Township Planner and Members of Council,

As a resident living on Spicer Street, I am writing to express my strong opposition to Zoning By-law Amendment Application ZBA 2026-01 concerning the proposed rezoning of the lands behind my home from Settlement Reserve (SR) to Residential 3 – Special Provision (R3-12) and Residential 3 – Special Provision (R3-13).

After reviewing the notice (that was provided to me by a neighbour as I did not receive the notice myself), I have significant concerns regarding the impact this development will have on our neighbourhood, our family, and the surrounding environment:

1. Increased density not suited to the area

The proposal would allow higher-density residential development, including townhomes with reduced setbacks and increased lot coverage. This is not consistent with the existing character of our neighbourhood, which consists of low-density, spacious residential lots. The shift to denser development will dramatically alter the community's feel and could reduce overall property values.

2. Loss of privacy and enjoyment of property

The reduced rear yard setbacks for the R3-13 zone and the increased height and massing of proposed units will result in significant overlooking into my property. This directly affects my ability to enjoy my yard and undermines the privacy that originally attracted me to this area.

3. Traffic, safety, and infrastructure strain

Adding multiple new residential units will substantially increase traffic flow in an area not designed for such volume. This raises concerns regarding noise, road safety for pedestrians and children, and the long-term capacity of local infrastructure, including roads, water services, and emergency access.

4. Environmental and drainage concerns

The current open space provides natural drainage, wildlife habitat, and stormwater absorption. Converting it into dense residential development increases the risk of drainage issues, flooding, and runoff onto neighbouring properties. This is especially concerning given the lack of detailed drainage or environmental impact information in the notice.

5. Lack of community benefit or justification

The proposed special provisions appear designed primarily to increase the developer's housing capacity rather than meet demonstrated community needs. There seems to be no clear planning rationale provided showing how this rezoning benefits existing residents or aligns with long-term planning goals.

Given these concerns, I strongly request that Council deny Zoning By-law Amendment Application ZBA 2026-01.

Should Council wish to proceed with any form of development on this land, I ask that the Township require a plan that respects existing neighbourhood character, protects privacy, maintains appropriate setbacks, and includes a full assessment of traffic, infrastructure capacity, and environmental impacts.

Thank you for considering my concerns. Please include this email as part of the official public record for the February 23, 2026 public meeting.

Sincerely,

[Megan Woodburn]



Cheers,

Megan M. Woodburn

notify the sender and permanently delete this message without reviewing, copying, forwarding, disclosing, or otherwise using it or any part of it in any form whatsoever.

-----Original Message-----

From: [REDACTED]

Sent: Monday, February 23, 2026 6:32 PM

To: Jeff Carswell <cao@southwold.ca>

Subject: Proposed development behind houses on union road next to soccer field

[You don't often get email from warriorchick@protonmail.com. Learn why this is important at <https://aka.ms/LearnAboutSenderIdentification>]

I oppose this. Shedden already has a giant pile of dirt waiting for new developments. That should be enough. Leave some green space and don't crowd the Fair or the Soccer fields.

Herma Van Meppelen Scheppink

[REDACTED]

Sent from Proton Mail Android



TOWNSHIP OF SOUTHWOLD

Report to Council

MEETING DATE: April 27, 2026

PREPARED BY: Allison Duncan, Community Services and Communications Clerk
Corey Pemberton, Director of Building and Community Services

REPORT NO: CBO 2026-11

SUBJECT MATTER: Shedden Diamond Rental Fee Reduction

Recommendation:

1. That Council reduce the Shedden diamond rental fees by 25%.

Purpose:

The purpose of this report is to recommend that Council reduce the fees at Shedden Ball Park for the current season only.

Background:

The sanitary sewer construction taking place in Fingal has resulted in the baseball organizations being unable to utilize the Fingal diamonds for the start of their season.

Correspondence was sent out to returning organizations, and all who replied were rescheduled in the Shedden and Talbotville diamonds.

The Shedden baseball has not been used in several years, however; efforts are being made to bring the diamond up to a practice standard to accommodate the teams requiring diamonds.

Comments/Analysis Building:

When compared to the Fingal and Talbotville diamonds, the Shedden facility is not up to the same standards. Notable differences include the chip and dust outfield compared to grass, and a shorter diamond.

While staff have been looking at options to bring the diamond into a state for use, the standard of the facility will not be on par with the other facilities in the Township.

Financial and Resource Implications:

Our rates are set to reflect a certain standard of facilities. Some teams have expressed that they do not believe being charged \$47/game is fair.

Reducing the fee by 25% would result in a rental cost between \$35.25 per game.

If a reduction in the fee is not considered, the Township may experience leagues deciding to go elsewhere for games or questioning their return in the future.

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:

Allison Duncan
Community Services &
Communications Clerk

Reviewed by:

Corey Pemberton
Director of Building and Community
Services/Chief Building Official

Approved for submission by:

Jeff Carswell
CAO/Clerk



TOWNSHIP OF SOUTHWOLD

Report to Council

MEETING DATE: April 27, 2026

PREPARED BY: Michele Lant, Director of Corporate Services/Treasurer

REPORT NO: FIN 2026-12

SUBJECT MATTER: Group Benefits Change in Provider

Recommendations:

1. That Council approve the change of provider for group benefits to Desjardins Insurance, for a period of 5 years, as set out in the summary provided by People Corporation.
2. That Council approve the continuance of coverage for AD&D with AIG, for a period of 5 years, as set out in the summary provided by People Corporation.

Purpose:

This report serves to obtain Council approval to proceed with a change in the provider of group benefits including basic life, long term disability and health and dental insurance for the Township and to continue with the provider of AD&D insurance.

Background:

The Township has been part of a large consortium with Manulife since 1978. It is unknown when group benefits contracts were marketed. The County of Elgin conducted an RFP for the services of a group benefits provider on January 30, 2026 with a closing date of February 27, 2026. Group benefits include basic life, long term disability, health and dental insurance and AD&D insurance. Ten providers requested RFP documents with only 3 submitting for both Parts 1 and 2.

People Corporation assisted the County of Elgin with the assessment of the qualitative and quantitative review of the RFP. Scoring criteria is included in Appendix A.

The scheduled renewal of group benefits was scheduled for April 30, 2026 but have been extended to July 1, 2026 to allow for a carrier change if approved.

Comments/Analysis:

Part 1 of the RFP included basic life, long term disability and health and dental insurance. Part 1 combined qualitative and pricing scores show Desjardins Insurance with the best score. The cost for a 5-year term with Desjardins will be \$1,049,369.21 or \$209,873.84 annually. In 2025, the cost for the same group benefits with Manulife was \$276,930.92. This represents a savings of \$67,057.08 annually, each of the 5 years with a change to Desjardins Insurance.

Staff is recommending approval of the change from Manulife to Desjardins Insurance for a 5-year term for Part 1 of the RFP.

Part 2 of the RFP was for AD&D insurance. AIG had the best final score of 5 submissions. The cost for a 5-year term with AIG will be \$6,684.00 or \$1,336.80 annually. There is no price change for this benefit. Currently this benefit is provided by AIG.

Staff is recommending approval of continuing coverage with AIG for AD&D insurance for the 5-year term for Part 2 of the RFP.

Financial and Resource Implications:

The proposed change to Desjardins Insurance will produce savings of \$67,057.08 annually, each of the 5 years. Minimal staff resources will be required to change to the new provider.

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

April 7, 2026

Lori Redman
Township of Southwold
35663 Fingal Line
Fingal, Ontario
N0L 1K0

Dear Lori,

Re: Group Benefits RFP, Summary Review & Recommendations

The Corporation of the County of Elgin conducted an RFP for the services of a group benefits provider. This RFP included the following three (3) agencies (“consortium members”):

- County of Elgin
- Municipality of West Elgin
- Township of Southwold

The goal of the RFP was to find a group benefits provider who could effectively and competently manage the employee group benefits plan for the consortium members and ensure a high level of customer service for both the employers and their members.

The County’s procurement team worked in tandem with the People Corporation consulting team to ensure procurement guidelines were enforced and the necessary benefits knowledge was accessed as needed throughout the process.

Historical background:

The consortium members were previously part of a larger consortium with Manulife since 1978; this included basic life, long term disability, health and dental insurance. All benefits under Manulife are fully insured. AIG is the current provider for AD&D insurance for the County and Southwold. West Elgin’s AD&D insurance is under Manulife.

It is unknown the last time the group benefits contracts were marketed. As such, it was prudent to survey the market for a provider that could meet evolving needs and investigate what the benefits marketplace can offer in terms of benefits fraud prevention, improved customer service for employees and employer alike and alternate benefit options.

As a result of the recent benefits consultant RFP, the consortium split and West Elgin and Southwold joined with the County to market for a benefits provider.

The RFP was released on January 30, 2026, with a closing date of February 27, 2026. Providers were allowed to quote on either Part 1, which included basic life, long term disability, health and dental insurance, or Part 2, which was specific to AD&D insurance only.

There were 10 providers who were granted secure access to the required RFP documents. Of those, three (3) submitted for both Parts 1 and 2 and two (2) submitted for Part 2 only.

People Corporation assisted with assessment of the qualitative and quantitative review of the RFP. The scoring criteria was broken down as follows:

Part 1:

Item	Total
Company Experience & Profile	10.00
Service Questionnaire	25.00
Financial Questionnaire	20.00
Transition Questionnaire	15.00
Pricing	30.00
Total Points	100.00

The service, financial and transition questionnaires included a combined 93 questions related to key areas that impact the ongoing insurance contract with the selected provider, including renewal methodology, service standards and commitments, disability management services, rate guarantees and transition services.

The qualitative score summary is noted below for providers that submitted for Part 1:

Item	IA	Manulife	Desjardins
Company Experience & Profile	7.00	9.00	7.00
Service Questionnaire	17.35	18.10	19.38
Financial Questionnaire	13.64	12.64	15.79
Transition Questionnaire	10.00	10.00	10.79
Total Points	47.99	49.74	52.95

Desjardins stood out in the service questionnaire, which highlighted their customer service standards, clear disability management protocols, including detailed disability claims appeals procedures, fulsome mobile and web-based member and plan sponsor tools for ease of administration.

In the financial questionnaire, Desjardins stood out due to the extended rate guarantee periods, maximum renewal adjustments for two (2) consecutive renewal periods, and no up-front binder payment requirement.

Part 2:

Item	Total
AD&D Questionnaire	50.00
Pricing	50.00
Total Points	100.00

Note that Part 2, AD&D insurance, is considered a “commodity insurance product”. As AD&D claims are generally rare in frequency, there is generally little day to day service requirements, which therefore eliminates the need to assess the quotes to the same detailed level as Part 1 benefits. AD&D insurance awards are generally based on matching plan design and/or enhancing existing coverage and best pricing.

Qualitative score summary is noted below for providers that submitted for Part 2:

Item	IA	Manulife	Desjardins	AIG	Beneva
AD&D Questionnaire	37.94	30.00	32.65	42.06	22.65
Total Points	37.94	30.00	32.65	42.06	22.65

As the incumbent provider, AIG was able to match the existing plan design; in addition, they enhanced the plan by adding additional benefits including carjacking, criminal assault and cosmetic disfigurement. Other providers could not 100% match the existing benefits for all member organizations and did not offer any further enhancements in coverage.

Financial Implications:

See attached file for pricing summary specific to the Township:

Part 1:

Pricing was worth 30 points; for the Township’s overall the estimated cost for each provider is noted below. Costs below consider extended rate guarantees, maximum ceilings on renewals and marketing discounts. The projected 5-year cost for the Township is:

Part 1 (5 year costs)	iA	Manulife	Desjardins
Basic Life Insurance	\$ 65,816.01	\$ 19,089.50	\$ 13,975.50
Long Term Disability (Taxable)	\$ 353,228.64	\$ 309,362.22	\$ 306,419.51
Health	\$ 480,685.20	\$ 541,804.20	\$ 474,480.00
Dental	\$ 247,130.40	\$ 337,026.00	\$ 254,494.20
TOTAL COMBINED	\$ 1,146,860.25	\$ 1,207,281.92	\$ 1,049,369.21

Part 2:

For Part 2, AD&D insurance, the financials were worth 50 points; for the Township overall the estimated cost for each provider is noted below. Costs below consider extended rate guarantees, maximum ceilings on renewals and marketing discounts. The projected 5-year cost for the Township is:

Part 2 (5 year costs)	iA	Manulife	Desjardins	AIG	Beneva
AD&D	\$ 6,149.28	\$ 10,694.40	\$ 9,401.70	\$ 6,684.00	\$ 6,951.36

Final Scores:

Part 1 combined qualitative and pricing scores for each provider is noted below:

Item	IA	Manulife	Desjardins
Company Experience & Profile	7.00	9.00	7.00
Service Questionnaire	17.35	18.10	19.38
Financial Questionnaire	13.64	12.64	15.79
Transition Questionnaire	10.00	10.00	10.79
Pricing	29.70	26.30	30.00
Total Points	77.69	76.04	82.95

In addition to the scoring above, all providers presented to the consortium members. After reviewing proposals, pricing and presentations, we recommend a change in benefits provider to Desjardins Insurance.

For Part 2, AD&D insurance, the final scores are noted below:

Item	IA	Manulife	Desjardins	AIG	Beneva
AD&D Questionnaire	37.94	30.00	32.65	42.06	22.65
Pricing	50.00	28.83	33.00	46.00	47.67
Total Points	87.94	58.83	65.65	88.06	70.31

We recommend the AD&D insurance remain with AIG; with this, there is no carrier transition required.

Next Steps:

The renewal with Manulife was deferred to July 1st; therefore, a carrier change must be made by that date. People Corporation will work with the Township and the selected carrier to ensure the timelines are met and the transition runs smoothly for the Township and your employees.

Once you have had a chance to review above/attached, please let me know if you have any questions.

Sincerely,

A black rectangular redaction box covering the signature of Joyce Persaud.

Joyce Persaud
Senior Director, Benefits Consulting

/JP

Encl.

Cc: Anne Sullivan, People Corporation



TOWNSHIP OF SOUTHWOLD

Report to Council

MEETING DATE: April 27, 2026

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

REPORT NO: IDS 2026-19

SUBJECT MATTER: March 30th Delegation Response

Recommendation:

1. That Council direct staff to provide the response to H. Van Meppelen Scheppink delegation on March 30th, as outlined in Appendix "A".

Purpose:

The purpose of this report is to seek Council's direction on formally responding to the delegation to Council from Herma Van Meppelen Scheppink regarding Zoning Bylaw Amendment 2026-14. By outlining a proposed response, as detailed in Appendix "A", this report aims to ensure that Council addresses the concerns raised in a thorough and transparent manner.

Background:

At a special meeting of Council on March 30th, Herma Van Meppelen Scheppink presented her concerns and questions regarding the zoning amendment for 9210 Union Road, considered and passed on February 23rd, 2026.

Comment/Analysis:

Staff received Ms. Van Meppelen Scheppink's concerns and have worked collaboratively to prepare formal responses addressing the issues raised in the delegation.

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:

Aaron VanOorspronk, LET.
Director of Infrastructure and
Development Services

Approved for submission by:

Jeff Carswell
CAO/Clerk

RECEIVED

APR 07 2026

Teetzel Property Justification Report

Hi my name is Herma Van Meppelen Scheppink and I moved to Shedden almost 2 years ago, I live in the old Palmer residence on Hwy 3 and get to see most of the goings on. I am here tonight on behalf of the newly formed organization called Southwold Connect & Protect.

I am addressing the Planning Justification Report on the Teetzel Farm Development.

Before I start, can I get a show of hands if you Did not know that the proposed development consists of all medium and high density units, including 3 storey apartments, and townhouses?

Thankyou.

To help us all understand part of what is going on, I will give you a very brief overview.

In Ontario the govt of Doug Ford, has put together a document called Provincial Planning Statement. Under the province of Ontario is Elgin County. Elgin County also has its own document called the Elgin County Official Plan, and underneath that is Southwold Townships Official Plan.

So we have 3 layers of govt, making rules, and plans with us lowly serfs on the bottom who end up living with and paying for these decisions.

The development is proposed by Cyril J. Demeyere Ltd on behalf of Domus Developments London Inc.

Now to the actual development. On approx 10 to 11 acres of land behind the new houses on Union Road, across from the Firehall, the plan is to create a total of 161 units, Not one of which is a single family detached dwelling.

This would consist of 4 blocks of homes.

Block 1 would have 14 townhouses with 69 units

Block 2 would have 6 townhouses with 36 units

Block 3 would have 1 -3 storey apartment with 28 units

Block 4 would have 1- 3 storey apartment with 28 units.

Council members have repeatedly stated that this development has been in the works for 10 years, implying that was a done deal a long time ago. This is only partially true. The council of 10 years ago that originally started this development began the project as all single family detached dwellings. Side note: what is called Shedden meadows, behind the Firehall, was also originally only single family dwellings.

Aaron Van Oorspronk told me that these medium and high density plans have been in place since 2022. **Was the community consulted or told of the change in housing types?**

Development of the Township Official Plan included community consultation, including a Public Meeting. This activity took place primarily in 2021. There were several public reports considered by Council and the Public Meeting was held November 15, 2021. The Official Plan received approval from the County of Elgin February 28, 2022.

Did you know the plans changed?

No response, as this was a question to the audience.

The Provincial Planning Statement quoted on page 13 of the report Section 4.1.3 Titled Building Homes, Sustaining Strong and Competitive Communities reads

"Planning authorities should support the achievement of Complete Communities by a) accommodating an appropriate range and mix of land uses, housing options, transportation options with multimodal access(means seamless transition between various modes of transportation), employment, public service facilities, etc"

My question for council is **What transportation have you provided?**

Transportation does not equal transit, this is an important distinction.

Transportation options provided by the Township and County include an extensive road network and an expanding network of sidewalks and trails. The Township will continue to incorporate a “complete streets” approach as it renews roads within the network, promoting multi-modal transportation network. The primary mode of transportation within the County of Elgin and the Township of Southwold remains a personal passenger vehicle, transit options are becoming a more frequently requested option, something that will be monitored moving forward. The Provincial Policy Statement needs to be interpreted based on local conditions and needs. Transportation is something that is continually reviewed and considered as the community grows and needs change. Providing a transportation service prior to development is not practical and may not address what the community will need in the future.

There is currently no bus service to Shedden. There is basically no taxi service. You could hire an UBER but you'd need to rob a bank to pay the bill and there isn't a bank in Shedden. No one moves to Shedden without a vehicle.

What employment opportunities exist in Shedden?

Especially for someone who has no car?

Employment opportunities are currently limited, but with a growing community there may be new businesses starting up or existing ones expanding and adding employees. Currently personal vehicles are the

primary mode of transportation for those going to/from Shedden, but some form of transit service may be viable depending on the community growth and future needs. Transportation is an important area that will need to be monitored and possibly addressed in the future if there is a need.

This community is absolutely not prepared for an influx of at minimum of 161 people, who do not drive, need medical care, need day care options or employment! (Side note: the current DR has indicated she is not accepting new patients)

So on this point alone the development should not proceed as planned!

The developers own proposal states on pg 13 that this type of housing is new to Southwold, where 98% of homes are single family detached dwellings.

Section 2.3 on page 14 titled General Policies states that "within Settlement areas, growth should be focused in, strategic growth areas, including major transit station areas."

Question for council - What major transit station area do we have?

Omitted in the above statement is the critical phrase "where applicable". The Exact wording is "Settlement areas shall be the focus of growth and development. Within settlement areas, growth should be focused in, **where applicable**, strategic growth areas, including major

transit station areas.” When reading the statement within the proper context it is suggested that this **can** be included as a consideration **not shall**. The Provincial Policy Statement needs to be interpreted based on local conditions and needs. A major transit station would be something required in a larger, high population urban area, not a rural village. As noted earlier, transportation needs will be something that require ongoing monitoring and listening to the community needs through future Strategic Plans and service suggestions.

The Elgin County Official Plan on page 15 of the report calls Shedden a Tier 11 community, meaning that we have "partial services and limited densities"

"the construction of the as of (yet unfinished) sewage treatment plant supports Shedden being called a Tier 1 community"

Now how you can call Shedden a full service area beggars belief. This is fancy wordsmithing to push the developers and councils agenda.

Section 4.0 page 15 reads In settlement areas where full municipal services are available, a range of housing typologies shall be provided... and further in that same section it reads "Existing residential development in Shedden is mainly low-density, detached housing."

Question for council: Where is the full range of services you provide?

With sanitary services being constructed, Shedden would be considered a Tier 1 settlement in the context of the Elgin County Official Plan. In a municipal planning context, a “full range of services” does not require that all services or amenities be present within a settlement at the time of development. Rather, it refers to the availability or planned provision of appropriate municipal infrastructure and public service facilities, scaled to the size and role of the community. Provincial policy explicitly recognizes rural and small-town contexts and does not require the presence of things like public transit, certain businesses, major institutions, etc. as a precondition to growth within settlement areas.

In the Elgin County Official Plan page 16 of the report the stated Objective is "a) protect the unique small-town character of the County's settlement areas;" The Developers Proposal/reaction to this objective states that "the higher density development does not conflict with the small-town character of Shedden".

I call BULLSHIT to that! This proposed development does not at all reflect the character or makeup of Shedden! It is 100% high and medium density housing!!

The Southwold Township Official Plan on page 19 of the report The township's own plan in section 2.1 contains these words," i) to create attractive, functional and livable

settlement areas that reflect the character of the Township. j) to preserve and enhance wherever possible the distinctive identity and character of the settlement areas of the Township, while accommodating expected growth. "

page 21 of the report in section 5.2.2.3.2, the Criteria in section 3 states" the development should be designed so that it is compatible with surrounding developments.

Section 5 States "the height of the proposed development will not generally exceed 6 storeys".

Question for council: When has the community been asked if they want up to and possibly, given the vague language in the document, up to and over 6 storey apartments in the township?

Development of the Township Official Plan included community consultation, including a Public Meeting. This activity took place primarily in 2021. There were several public reports considered by Council and the Public Meeting was held November 15, 2021.

Section 5.2.2.4.1 of the Criteria on Site Layout page 22 of the report: States" the density of a development will be governed by the Township considering among other things, the preservation of open space and trees, the ability of the road system to accommodate the generated traffic, the capacity of the municipal infrastructure and compatibility with existing development plans."

The population of Shedden stands at approx 400 according to

Google.

If there is just one person in all of those 161 units, that equals almost half of the community. If there are 2 people in those 161 units that equals 322, which is almost equal to the population of Shedden.

That is not in keeping with the current character of Shedden, Its a radical takeover of our community, and we will not stand by and let it happen!!

In conclusion This Justification Report does not satisfy the Provincial Planning Statement, or the Elgin County Official Plan or Southwold Township's own Official Plans and should delayed and renegotiated to satisfy the current residents and the official plans.

April 14, 2026

Council Meeting

West Lorne Library Expansion Moving Forward

Council received an update on the West Lorne Library expansion project, following the Municipality of West Elgin's approval of a construction tender to proceed with renovations.

The project will expand the library by approximately 1,000 square feet, increasing the total space to roughly 2,800 square feet. Planned upgrades include interior renovations, improved accessibility, and general building enhancements, with construction expected to take up to six months and be completed by the end of October 2026.

The West Lorne Branch will close to the public beginning April 29, 2026 to allow construction to proceed. To help maintain access to services during this time, extended hours will be introduced at the Rodney Library Branch starting May 4, 2026, increasing from 21 to 39 hours per week. Mobile library service through the "Books to Go" program, delivered in partnership with the West Elgin Community Health Centre, will continue to operate, and exterior book return bins at the West Lorne Branch will remain available.

Staff are also exploring options for a temporary holds pickup location within the community. While some service disruptions are expected, these measures are intended to help maintain access for West Lorne patrons throughout the closure period.

The report also notes potential future considerations, including a revised lease agreement and a possible request from West Elgin for an interest-free loan to support project costs.

County Requests Provincial Upload of Highbury Avenue

Council approved a resolution requesting that the Province of Ontario assume jurisdiction over Highbury Avenue, advancing a coordinated regional effort with the City of London and the City of St. Thomas.

Council Meeting

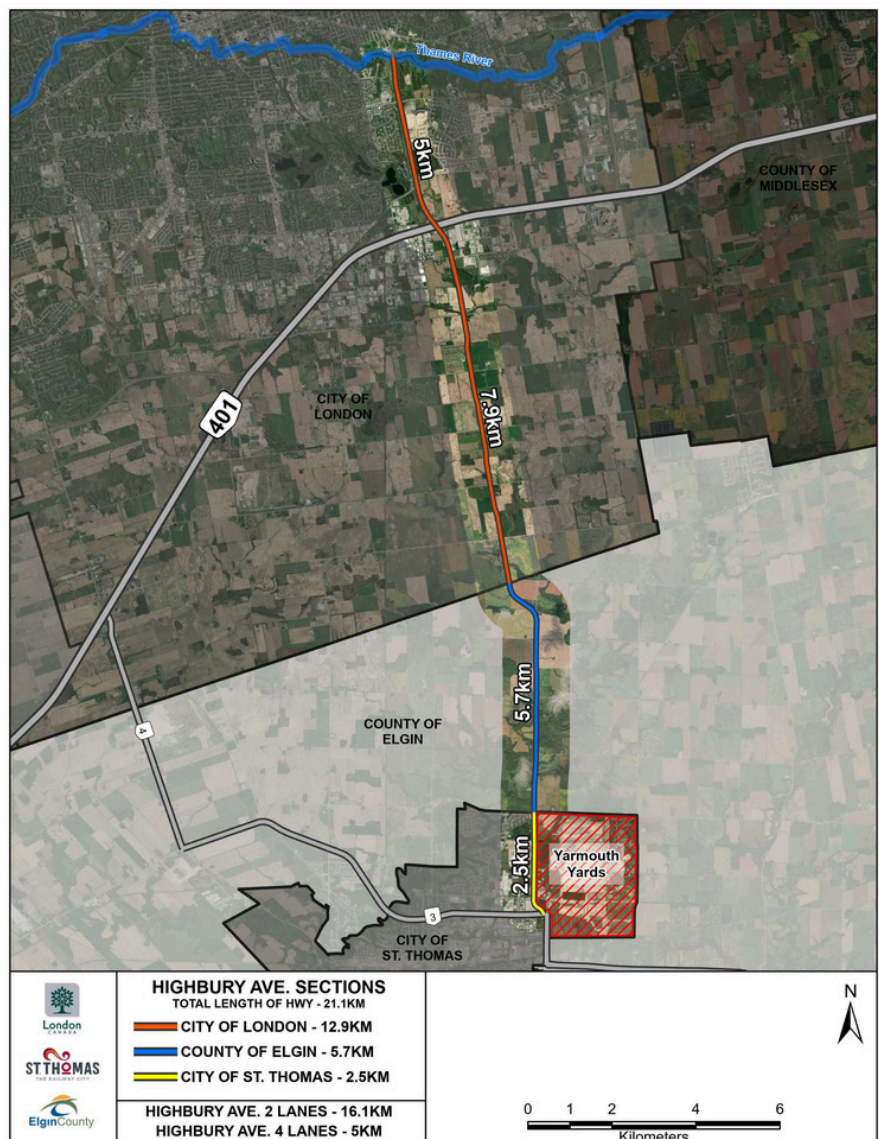
County Requests Provincial Upload of Highbury Avenue (continued)

Highbury Avenue has been identified through the Province's Southwestern Ontario Transportation Planning Study as a key regional goods movement corridor, playing an important role in connecting major employment areas and supporting the movement of goods and services. The County's Transportation Master Plan also identifies that the road will exceed its current two-lane capacity within the next 10 years, requiring expansion to four lanes at an estimated cost of \$150 million.

Recognizing both the long-term infrastructure demands and increasing maintenance pressures, the County began discussions with neighbouring municipalities and the Province regarding the potential to transfer responsibility for the corridor. These conversations were advanced through a formal delegation at the Good Roads Conference, where provincial representatives indicated support for the request, subject to formal resolutions from each municipality.

This report brings forward Elgin County's resolution as the next step in that process. The City of London has already passed a similar resolution, and the City of St. Thomas has indicated its intent to do the same. Once all resolutions are received, they will be submitted to the Province to formally request the transfer of the roadway.

For the full Council Agenda, [click here](#).



Council Meeting

County Provides Input on Proposed Provincial Planning Reforms

Council directed staff to submit comments to the Province on proposed planning and infrastructure reforms under Bill 98 and the Build Communities Strong Fund.

The proposed changes are intended to accelerate housing development and streamline approvals across Ontario. They include updates to planning processes, standardized approaches to development applications, and changes to how municipalities manage infrastructure such as water, wastewater, and transportation systems.

Council's discussion focused on the potential impacts to Elgin County and its local municipal partners. While the proposed reforms may support housing growth and provide access to new infrastructure funding, they could also reduce municipal decision-making authority, particularly in areas such as land use planning, site plan control, and servicing.

The report also highlights financial considerations tied to the proposed Build Communities Strong Fund, including the requirement for municipalities to reduce development charges to access funding. While this may help offset infrastructure costs, there is uncertainty around funding details and whether it would fully replace lost revenue.

Council's feedback will be submitted to the Province as part of the consultation process, with further updates expected as more details on the proposed changes become available.

Committee of the Whole

Delegation of Authority Considered for 2026 Municipal Election Period

The Committee reviewed a proposed by-law that would delegate certain decision-making authority to the Chief Administrative Officer during the 2026 municipal election period, if required, and endorsed bringing the by-law forward to Council for approval.

Under the Municipal Act, Council may be restricted from making specific decisions during an election year if it is determined that fewer than 75 percent of the current Council will return. This period, often referred to as a "lame duck" period, limits Council's ability to make decisions related to staffing, property transactions over \$50,000, and certain financial commitments.

To ensure continuity of operations, the proposed by-law would allow the Chief Administrative Officer to carry out these functions if Council becomes restricted. Any actions taken under this authority would be reported back to the new Council following the election to maintain transparency and accountability.

Committee of the Whole

New Benefits Provider Considered for County Employees

The Committee supported a recommendation to award a new group benefits contract to Desjardins Insurance, while renewing Accidental Death and Dismemberment (AD&D) coverage with AIG Insurance, and endorsed bringing the matter forward to Council for approval.

The Request for Proposal (RFP) was conducted in partnership with the Municipality of West Elgin and the Township of Southwold to identify a provider that could deliver competitive, high-quality benefits coverage and service. Following a comprehensive evaluation process that considered service delivery, financial stability, and pricing, Desjardins was identified as the highest scoring proponent for core benefits.

For AD&D coverage, AIG is recommended to continue as the provider, having matched existing coverage while offering enhancements and competitive pricing.

If approved by Council, the new benefits provider would take effect July 1, 2026, with staff working to ensure a smooth transition for employees.

Committee Requests Further Analysis on Asset Management Software Options

The Committee reviewed the findings of an Asset Management and Work Order Software Feasibility Study and directed staff to report back with a procurement recommendation supported by a detailed business case.

The study explored options for implementing a shared system across the County and its local municipal partners to improve coordination, reporting, and long-term asset management planning. It identified a hybrid approach, where the County adopts a core system that integrates with existing municipal systems, as the preferred model.

During discussion, the Committee raised questions about the proposed approach, including the estimated implementation cost, ongoing licensing expenses, and the need for additional staffing resources to support the system. Concerns were also noted regarding implementation complexity, long-term sustainability, and ensuring the system meets the needs of both the County and its municipal partners.

Rather than proceeding with a specific solution at this time, the Committee directed staff to return to Council with a comprehensive procurement recommendation. This will include anticipated costs, resource requirements, an implementation timeline, and a full business case to support future decision-making.

For the full Committee of the Whole Agenda, [click here](#).

April 8, 2026

Received via email April 12, 2026

To: Southwold Township Council (an open letter)

From: Steve Garvin

Subject: What's In It For Us?

I was at the open meeting at the Keystone Centre on Monday March 30, along with hundreds of other people. The purpose of the meeting was to notify residents of Shedden about the Council's decisions for new development in Shedden. The meeting lasted 3 ½ hours and answered some questions (not to everyone's satisfaction), and at the end of that time I felt there was one key question that was not part of the discussion: What's in it for us?

We were told that we have no choice but to go forward with the development plans as outlined in the current Long Term Plan (I'm not sure of the title, so I'll use that). The current building codes and bylaws in Ontario all side with the developer. If the land is private property and zoned residential, the developer can do whatever they want with that land. The Township has minimal control over what happens in that case.

One point that was not discussed is how those farm lands became re-zoned into residential lands in the first place. That part IS a Township responsibility.

The Council presentation outlined all the steps that were taken to get public input in order to make these plans. Over the last 10 years, Council did the minimum required by law to get input, including sending out a "survey" to all residents of Southwold. The "survey" consisted of a postcard containing one question: Name your three priorities for the future of Southwold Township.

I remember this postcard. It asked that question (or something close to that), with instructions for returning the card. Nowhere did it say these responses were going to be used to plan the development of our communities. It did not specify the purpose of the survey, or that it was important that people think about their responses. It just asked us to fill in three lines with one-word responses. At the meeting, it was indicated that the Township got 69 responses. From these 69 responses, we have embarked on a campaign of unrestricted growth.

According to the 2021 census, Southwold Township has approximately 5,000 people living in about 1760 dwelling units. Basing our future on 69 responses to a survey seems a bit premature. The overwhelming lack of response would indicate that people did not understand the purpose of the survey.

Other public meetings have apparently occurred once every two or three years as part of this process. Again, the wording of the meeting notices, and the obscurity of the placement

of these notices, ensured that ordinary people would not be enticed into these meetings. Again, apparently only a few people attended any of these meetings.

It seems to me that before you **fundamentally change the nature of our communities**, you need to ensure that current residents are on board with the plans, and can see the benefits of the planned developments.

“Communication” (or lack of it) was a prominent subject of Monday’s meeting. The hundreds of residents who attended this meeting to get information for the first time was a good indicator that the previous communication efforts have been sorely lacking. As the first two developments in Shedden are already under way, it seems that the main message now is that it is too late, and we should have paid more attention in the past.

Background: I moved to Shedden in 1984 with my wife and 8 month old daughter. In the 42 years since, we have enjoyed living in this quiet, peaceful farming village. I was a Village Trustee in the 80s and 90s, and was on the committee to raise funds for both the Medical Centre and the Keystone Complex.

My daughter decided she likes city life, and has moved into a city with her family. My son has started raising his own family right here in Shedden, because he prefers the village way of life. Both my son and I have built new houses here in Shedden recently in order to keep that peaceful lifestyle.

These new developments mean that you have gifted us with 10 years (or more) of construction activity in Shedden. 10 years of road closures and disruptions, 10 years of dirt and dust over all our porches and back yards, 10 years of back-up beepers at 7:30 in the morning. At the end of that time, our 450 person farming village will be gone, and we will have a small town of between 2500 and 3000 people.

So, the obvious question for now is: What’s in it for us? What are the benefits for the current residents of Shedden because of this expansion? What is it that makes the next 10 years of construction disruption worthwhile?

There are three types of possible benefits I can think of right now that would justify these plans. The first is financial: Will the current residents see a financial benefit of any kind?

For example, there is a new sewer system being installed and planned. It does not yet reach 80% of the current houses in Shedden. Will it be completed for the whole village? And will it be offered at a nominal cost (under \$5,000) to current residents, rather than the exorbitant costs (\$20,000+) currently being rumored about? It needs to be at a cost that people can afford in order to gain acceptance. The next point could help with that.

Will we get a reduction in our property taxes? We know that new houses pay about twice as much in property tax as older ones in Shedden. I have had one of each and can testify

to this result. We will have several hundred new houses in Shedden, all paying much higher taxes than the existing houses. Will that result in lower taxes for the 156 houses that already exist within our community? Or, will these additional taxes be partly used to offset the sewer costs mentioned above? Either option would be a benefit to current residents.

Or, are there Provincial grants and funding opportunities that exist for towns that do not exist for villages? If so, what are they and what is our plan to access them? And what benefits will they bring us in the future?

The second type of possible benefit would be in the expansion of recreational and other facilities to go along with the expansion of our population.

There will be hundreds of new families with hundreds of children and hundreds of dogs. Is there a plan to accommodate these people? Where will they all go on weekends and in the summer? Where will people walk their dogs in these new developments? Is there a plan for new parks and recreational facilities?

Examples would be a new ballpark, a new dog park, more playgrounds with equipment for kids, a splashpad, or even an arena. Our population will be equivalent to Port Stanley or West Lorne in the winter. The facilities will also need to be similar. Is there a plan?

Schooling was addressed at the meeting, with the main responsibility lying with the TVDSB. However, we will obviously need to accommodate hundreds of new children of all ages. More buses and more traffic in general.

The third type of possible benefit is the potential increase in commercial activity in Shedden. There was a bit of discussion of this at the meeting, but it seems to be in the category of "if you build it, they will come".

What is being done to attract new businesses to Shedden (and Fingal, as apparently there are big plans there as well)? It often takes a couple of years for a company to decide on a new location. Have we started discussions with certain business types?

Examples could include a full service grocery store, a bank, a gas station, a restaurant, retail stores for clothing, hardware and other goods, an expanded medical centre, etc. Towns of our projected size usually have all of these things and more. Are we planning to have space available for these types of commercial buildings? Where will they build if they need a new facility? Will there be a "commercial district"?

Mr. Mayor and Township Councilors, these questions need to be considered in the upcoming months as the expansion of our community gets underway. I believe you now have an opportunity to really communicate with the residents of Shedden and Southwold in general.

I would urge you to put together a document that outlines all the development and recreation plans for Southwold Township for the next 10 to 15 years. Outline what stage each development is at, and include a projected timeline. This would give everyone a better idea of what actual plans are in place, and get rid of all the rumours in the village. This part should be fairly easy, as most of this should already be in the Long Term Plan.

Then, add in a section that outlines all of the projected benefits for the community, answering some of the questions above. This will require more thought and effort, but would be a really strong indication that there are real benefits individually and for the community as a whole.

Lastly, post this document by the end of this summer where people can find it on your website, and tell people it is there. Allow them to read it and understand the direction we are headed. Give people an opportunity to discuss it among themselves, and decide for themselves if they can support this new direction.

This will then be a textbook example of democracy in action. With a municipal election coming up in November, people who decide they cannot support this plan can run for office themselves. If no one steps up to run in opposition to the plans, then the current Council will have their confirmation to go ahead and proceed as planned. If the community votes to move in another direction, then the new Council will have their mandate to slow down whatever can be slowed. Either way, the people will have made an informed decision based on accurate information.

In conclusion, I want to personally thank you all for your service to our Township. It is not easy to be in the public eye for years at a time, and paying attention to the sometimes changing pulse of the community you represent can be a difficult task. Thank you for your ongoing efforts to make our Township a wonderful and safe place to raise our families.

Regards,

Steve Garvin

By completing this form, you are requesting the waiver of rental fees for the Southwold Keystone Complex, Corsley Park, Fingal Heritage Park, Fingal Ball Park, Talbotville Optimist Sports Park, or Talbotville Optimist Heritage Park.

The deadline for submission is November 15th.

The booking process will remain the same. All existing rental documentation will need to be completed and submitted, which includes a rental agreement, and signed facilities agreement.

A certificate of insurance must be provided.

Organization's Name: *

Fridge Door Live Theatre Company

Representative's Name: *

Len Cuthbert

Is there a secondary contact person for your organization? *

- No
- Yes

Contact Number: *

[REDACTED]

Email Address: *

[REDACTED]

**Not for Profit # or Charitable Organization
Registration #:**

85108907

Date(s) of requested fee waiver: *

We would like to bring the premiere of Len Cuthbert's new play, Red Comet, to the Keystone Complex on Thursday, August 6, 2026.

Activity or Event Description

How will your activity or event enhance community services and recreation in the Township of Southwold? *

The one act play, about 60-70 minutes long, is a family rated drama comedy. It would be staged with a simple set, and presented two times.

SYNOPSIS: Red Comet is a contemporary coming-of-age dramedy for two actors about friendship, ambition, and the fear of change at the edge of adulthood. Set during the final year of high school, the play follows two best friends, one guided by logic, the other by emotion, as they confront unspoken feelings, diverging dreams, and the reality of separation. Grounded in naturalistic dialogue and driven by humor, tension, and quiet intimacy, the story uses a rebuilt car as a metaphor for legacy, choice, and forward motion. With minimal staging and a bittersweet, hopeful tone, Red Comet is a character-driven two-hander that resonates with both young audiences and adults.

This production will enhance community services and recreation in the Township of Southwold by providing accessible, high-quality local arts programming that reflects both cultural and historical themes. Over the past three years, I have staged annual productions at the Keystone Complex, building consistent community engagement and offering residents an opportunity to experience live theatre close to home.

This year's production of Red Comet continues that effort by presenting a meaningful and educational theatrical experience that encourages reflection, discussion, and appreciation of the arts. Hosting the play locally removes barriers such as travel and cost, making cultural participation more accessible to a wider range of residents, including families, seniors, and youth.

By continuing to offer annual productions, this initiative helps establish a sustainable tradition of local theatre in Southwold, enriching the township's recreational offerings and strengthening community identity.

Please describe the projected social, cultural, economic and environmental impact that the activity or event will have on the Township and its residents. *

Socially, the event provides an opportunity for community family members to come together and share in a collective cultural experience. Live theatre fosters connection, dialogue, and a sense of belonging, particularly in smaller communities where accessible local events are limited. T

Culturally, the staging of Red Comet contributes to the enrichment of the Township's arts landscape by bringing meaningful, thought-provoking theatre to a local audience. Building on the success of previous annual productions at the Keystone Complex, this event helps establish an ongoing tradition of arts programming, supporting cultural development and increasing access to the performing arts within Southwold.

Economically, the event is expected to generate modest but meaningful local activity. Audience members may patronize nearby businesses such as restaurants and shops before or after performances, and the use of local services and suppliers where possible helps keep spending within the community. Additionally, consistent annual productions contribute to the long-term attractiveness of the area as a destination for local arts and events.

Environmentally, the production will aim to minimize its footprint by making use of an existing community facility, reusing set and costume materials. Encouraging residents to attend a local event rather than travel outside the huufujlty for entertainment also helps reduce overall emissions.

Overall, the event supports a sustainable, community-centered approach to arts and recreation, with lasting benefits for residents and the Township as a whole.

What will the impact on the activity or event be if the fee is not waived? *

Absorbing the full rental cost for Fridge Door Live would require reallocating funds from these areas, which could result in scaled-back production elements, reduced marketing efforts, and would affect future work. This ultimately has an impact on audience reach and future productions

Are you seeking funding from any other sources (fundraising, grants, sponsorships, etc.)? *

We have funding from Canada Summer Jobs to hire two College students who will be involved in all aspects of the production, primarily as actors.

What features will you have in place to ensure that your event is accessible to all residents (residents with disabilities)? *

The Keystone Complex itself provides an accessible venue, including step-free entry, accessible seating areas, and washroom facilities. Seating arrangements will be configured to accommodate mobility devices and support attendants, ensuring that all patrons can comfortably attend the performance.

The seating around the stage will assist with visual and hearing challenges.

Overall, the goal is to create a welcoming and inclusive environment where all residents of Southwold can participate in and enjoy the event.

Please select the facility that you are requesting a fee waiver for: *

- Corsley Park
- Fingal Heritage Park
- Fingal Ball Park
- Talbotville Optimist Heritage Park
- Talbotville Optimist Sports Park
- Southwold Keystone Complex

On behalf of, and with the authority of, the above-mentioned organization, we certify that the information given in this application for waiving of facilities fees is true, correct and complete in every aspect. *

- Agree
- Disagree

Date: *

4/15/2026



Thank you for your application.

You will receive confirmation of your submission by email within 5 business days of receipt.

The Township of Sotuhwold may waive fees to eligible applicants to help offset the fee(s) that would be charged by the Township related to the delivery or presentation of festivals or events which offers an inclusive experience to a wide range of participants.

An approval of waived fees by Council does not guarantee the availability of a reservation.

Applicants are still required to apply and sign for a park/facility rental agreement, and supply the necessary supporting documentation, such as proof of liability insurance, special occasion permit, special event permit, and/or COVID forms.

Council reserves the right to limit the total amount of fees waived annually.

Ineligibility

Some activities are beyond the scope of this program regardless of their merit. Fees will not be waived for:

- Festivals or events that are similar to those already being provided by the Township
- Festivals or events already funded through other programs or agreements within the Township
- Damage deposits will not be refunded
- Non-Township fees or expenses

2026 Fee Waiver Requests					
Group or Organization	Event	Date Request Received	Date(s) of Event	Facilities	Fees Waived
Fingal -Shedden & District Optimist Club	Rosy Rhubarb Run/Halloween Party and Ball Tournament	12-Nov-25	2026-06-14, 2026-09-05, 2026-09-06, 2026-10-22 and 2026-10-23	Corsley Park /Keystone Complex/Fingal Ball Park	1484
Rosy Rhubarb	Festival/meetings/Sauce Prep	17-Sep-25		Keystone Complex- grounds, kitchen, meeting room, picnic pavilion	4150
Shedden Ag Society	Monthly Meetings /Quilt Show	12-Nov-25	monthly meetings/Quilt Show April 8-11, 2026	Keystone Complex -meeting room/hall with facilities	2280
VON	VON Dinners	19-Nov-25	Monthly Lunches/no dinners in July & August	Keystone Complex	2650
Shedden Scouts	Weekly Tuesday Night Meetings	02-Dec-25		Keystone Complex	10865
Shedden Library	March Break Event	21-Nov-25	20-Mar-26	Keystone Complex	450
Shedden Soccer	Meetings	20-Nov-25	16-Apr-26/26-Apr-26/03-May-26/07-Jun-26/16-Aug-65/13-Nov-26	Keystone Complex -meeting room	275
Talbotville Optimist Club	Family Activity Night	11-Nov-25	Friday Evenings from April -October 2026	Talbotville Optimist Heritage Park Pavilion and soccer field	3042
Triple C Saddle Club	Board Meetings	19-Nov-25		Keystone Complex -meeting room	330
Central Community Health Centre	Mobile Health Unit	09-Oct-25	20-Oct-26-20-Apr-26	Keystone Complex Parking Lot	
Shedden Soccer	Planning Meeting	14-Jan-26	23-Feb-26	Keystone Complex Meeting Room	55
Southwold History Committee	Lawrence Station Play	29-Jan-26	Oct 28, 29, 30, 2026	Keystone Complex	1130
TOTAL					26711



THE CORPORATION OF THE TOWNSHIP OF SOUTHWOLD

BY-LAW NO. 2026-33

**Being a By-law to amend the assessment schedule
for the actual costs incurred for the improvement
of the Taylor Drain 2024**

WHEREAS By-law Number 2024-38, enacted the 24th day of June, 2024 provided improvement to the Taylor Drain 2024 based on the estimates contained in a drainage report dated 28th, day of May 2024 as submitted by Mike DeVos from the firm of Spriet Associates.

AND WHEREAS the Drainage Works were completed as per the Engineer's report and the total actual costs incurred were \$531,468.78(net HST) compared to an original estimated cost of \$466,800.00 (net HST).

NOW THEREFORE the Council of the Corporation of the Township of Southwold pursuant to the Drainage Act, 1990 and amendments thereto, enacts the following:

1. That Schedule "A" to By-Law No. 2024-38 is attached to and forming part of this by-law.
2. And that the assessments listed in the actual costs column of Schedule "A" shall be levied and assessed against the appropriate lands.

**READ A FIRST AND SECOND TIME, CONSIDERED READ A THIRD TIME AND
FINALLY PASSED THIS 27th DAY OF APRIL, 2026.**

Deputy Mayor
Justin Pennings

CAO/Clerk
Jeff Carswell

SCHEDULE OF FINAL NET ASSESSMENT

TAYLOR DRAIN 2024
Township of Southwold

Job No. 220224

January 20, 2026

Total Estimated Cost	\$ 466,800.00	Total Actual Cost	\$ 548,503.47
Special Non Pro-rateable Assessments	\$ <u>17,730.00</u>	Special Non Pro-rateable Assessments	\$ <u>17,275.84</u>
Total Estimated Pro-rateable Assessment	\$ <u>449,070.00</u>	Total Actual Pro-rateable Assessment	\$ <u>531,227.63</u>

ROLL NUMBER (OWNER)	TOTAL ESTIMATED ASSESSMENT	TOTAL ACTUAL ASSESSMENT	GRANT	ALLOW.	TOTAL AMOUNT PAYABLE
005-048 Cole	\$ 4,392.00	\$ 5,195.52	\$ 1,731.84	\$ 8,320.00	\$ -4,856.32
005-050 (D. McCallum)	7,257.00	8,584.67	2,861.56	1,880.00	3,843.11
* 005-049 (M. McLauchlin & M. Robinson)	136.00	160.88			160.88
005-051 (B. Beharrell)	77.00	91.09	30.36		60.73
005-052 (Paul Luyks Farms Ltd.)	5,221.00	6,176.19	2,058.73		4,117.46
* 005-052-01 (K. Harry & C. De Buck)	276.00	326.49			326.49
005-073 (D. Brown)	110.00	130.12	43.37		86.75
005-077-01 (D. Brown)	184.00	217.66	72.55		145.11
* 005-77 (T. Prescott & T. Waite)	553.00	654.17			654.17
005-078 (C. McMullen)	92.00	108.83	36.28		72.55
Highway 401	\$ 9,768.00	11,555.07	\$	\$	\$ 11,555.07
Special for Contingency (non Protated)	12,220.00	11,765.84			11,765.84
Special for Hwy 401 Crossing (Prorated)	420,340.00	497,241.46			497,241.46
Fourth Line	664.00	785.48			785.48
Bell- Fibre Optic (Non Prorated)	5,510.00	5,510.00			5,510.00
	\$ 466,800.00	\$ 548,503.47	\$ 6,834.69	\$ 10,200.00	\$ 531,468.78



THE CORPORATION OF THE TOWNSHIP OF SOUTHWOLD

BY-LAW NO. 2026-34

**Being a By-law to amend the assessment schedule
for the actual costs incurred for the improvement
of the Gregory Drain 2024**

WHEREAS By-law Number 2024-37, enacted the 24th day of June, 2024 provided improvement to the Gregory Drain 2024 based on the estimates contained in a drainage report dated 28th, day of May 2024 as submitted by Mike DeVos from the firm of Spriet Associates.

AND WHEREAS the Drainage Works were completed as per the Engineer's report and the total actual costs incurred were \$223,628.13(net HST) compared to an original estimated cost of \$334,800.00 (net HST).

NOW THEREFORE the Council of the Corporation of the Township of Southwold pursuant to the Drainage Act, 1990 and amendments thereto, enacts the following:

1. That Schedule "A" to By-Law No. 2024-37 is attached to and forming part of this by-law.
2. And that the assessments listed in the actual costs column of Schedule "A" shall be levied and assessed against the appropriate lands.

**READ A FIRST AND SECOND TIME, CONSIDERED READ A THIRD TIME AND
FINALLY PASSED THIS 27th DAY OF APRIL, 2026.**

Deputy Mayor
Justin Pennings

CAO/Clerk
Jeff Carswell

SCHEDULE OF FINAL NET ASSESSMENTS

GREGORY DRAIN 2024

Township of Southwold

Job No. 223171

January 16, 2026

Total Estimated Cost	\$ 334,800.00	Total Actual Cost	\$ 304,567.64
Special Non Pro-rateable Assessments	\$ <u>115,595.00</u>	Special Non Pro-rateable Assessments	\$ 98,485.21
Total Estimated Pro-rateable Assessment	\$ 219,205.00	Total Actual Pro-rateable Assessment	\$ 206,082.43

* = Non-agricultural

ROLL NUMBER (OWNER)	TOTAL ESTIMATED ASSESSMENT	TOTAL ACTUAL ASSESSMENT	GRANT	ALLOW.	TOTAL AMOUNT PAYABLE
008-188(927470 Ontario Ltd.)	\$ 78,557.00	\$ 73,854.23	\$ 24,618.08	\$ 13,400.00	\$ 35,836.15
008-189(S. Goodhue)	57,604.00	54,155.57	18,051.86	4,720.00	31,383.71
* 008-189-10(R. Gregory & K. Roberston)	2,243.00	2,108.72			2,108.72
008-190(Brooymans Farms Ltd.)	2,827.00	2,657.76	885.92		1,771.84
008-173-01(Rod Ferguson Farms Ltd.)	39,892.00	37,503.89	12,501.30	6,260.00	18,742.59
* 008-173-03(K. Suckling)	353.00	331.87			331.87
008-174(R. Gregory)	1,603.00	1,507.04	502.35		1,004.69
* Union Rd.(Cty 20)	\$ 35,737.00	33,597.64	\$	\$	\$ 33,597.64
* Special Assessment-Boring & Culvert	87,795.00	83,997.66			83,997.66
* Boxall Rd.	389.00	365.71			365.71
* Special Assessment - Watermain	27,800.00	14,487.55			14,487.55
	\$ 334,800.00	\$ 304,567.64	\$ 56,559.51	\$ 24,380.00	\$ 223,628.13



THE CORPORATION OF THE TOWNSHIP OF SOUTHWOLD

BY- LAW NO. 2026-35

Being a by-law to authorize the Execution of an Agreement between CSX Transportation Inc. and the Corporation of the Township of Southwold for the Bowlby-Futcher Drain Branch C.

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 Deputy 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 27th DAY OF APRIL, 2026.

Deputy Mayor
Justin Pennings

CAO/Clerk
Jeff Carswell

FACILITY ENCROACHMENT AGREEMENT

THIS AGREEMENT, made and effective as of April 15, 2026, 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) twenty-seven inch (27") diameter sub-grade pipeline crossing, solely for the conveyance of stormwater, located at or near St Thomas, Elgin County County, Ontario, - Latitude N42:45:12., Longitude W81:17:14.;

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: 519-671-8958.

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.: _____

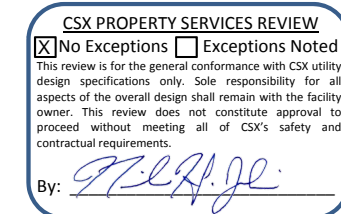
Authority under Ordinance or

Resolution No. _____,

Dated _____.

OPEN TRENCH

Southwold, Elgin County, Ontario, Canada | Mile Post
| Latitude Longitude: 42.75347, -81.28735

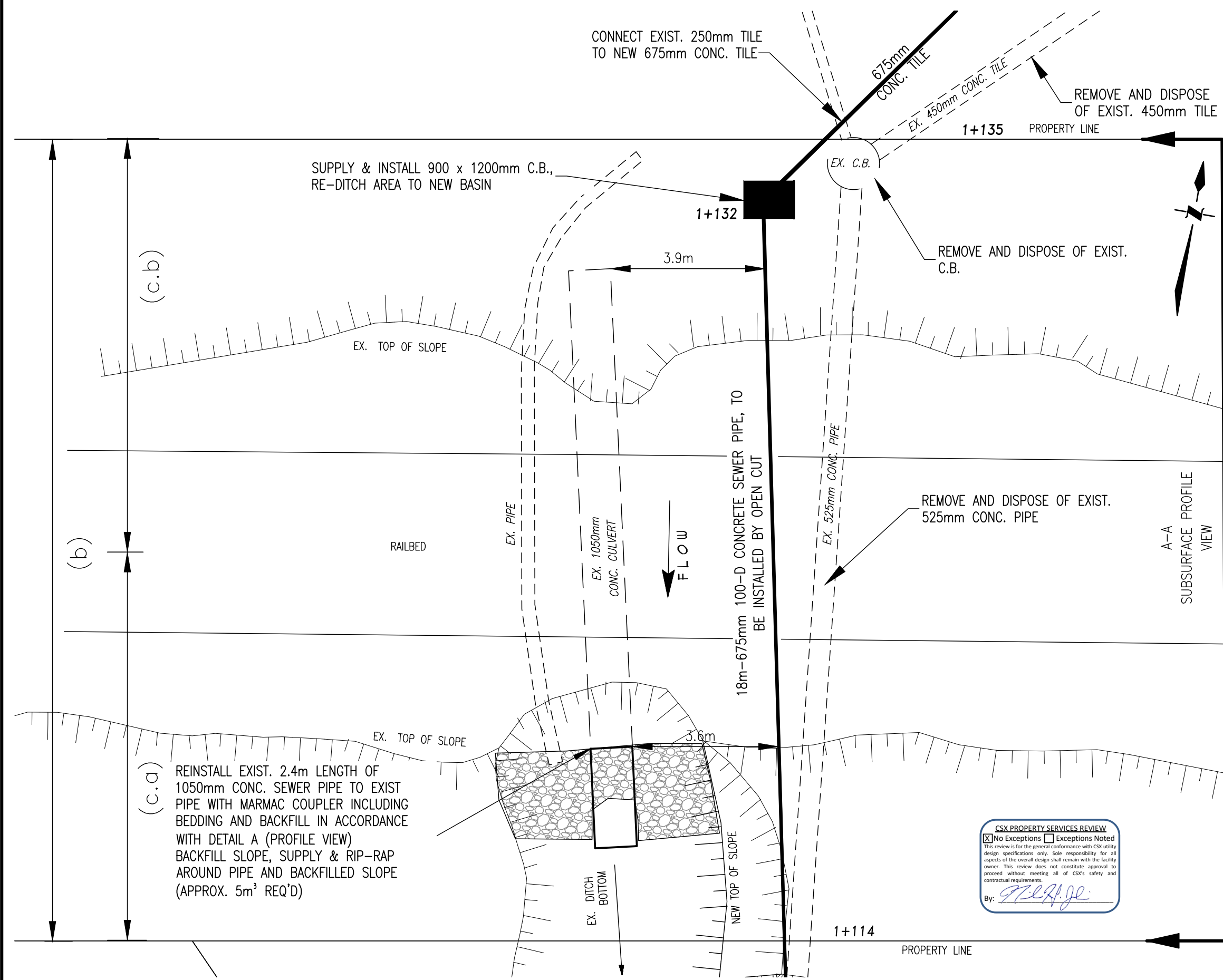


CSXT GENERAL NOTES:

1. REFER TO THE CSXT PIPELINE DESIGN & CONSTRUCTION SPECIFICATIONS FOR ADDITIONAL INFORMATION.
2. TRENCH EXCAVATIONS SHALL BE OF SUCH DIMENSIONS AS TO PROVIDE AMPLE ROOM FOR CONSTRUCTION. TRENCH WIDTHS SHALL BE AT LEAST 12 INCHES WIDER THAN THE OUTSIDE DIAMETER OF THE PIPE (6-INCHES EITHER SIDE OF THE PIPE). THE BOTTOM OF THE TRENCH, IN SO FAR AS IS PRACTICAL, SHALL BE EXCAVATED TO PERMIT PROPER PLACEMENT OF THE PIPE. THE EXCAVATION FOR THE PIPELINE SHALL INCLUDE THE REMOVAL OF ANY OBSTRUCTIONS ENCOUNTERED. THE TRENCH SHALL BE EXCAVATED TO A DEPTH AT LEAST 3 INCHES BELOW THE OUTSIDE BOTTOM ELEVATION OF THE PLANNED PIPELINE. WHEN NECESSARY, ALL EXCAVATIONS SHOULD BE DEWATERED PRIOR TO AND DURING INSTALLATION AND BACKFILLING OF THE SYSTEM.
3. COMPACT ALL BACKFILL IN EXCAVATIONS AND TRENCHES TO 95% MAXIMUM DRY DENSITY AS DEFINED IN ASTM STANDARD D1557. USE CLEAN, SUITABLE BACKFILL MATERIAL, INSTALL IN SIX-INCH LIFTS AND COMPACT.
4. BEDDING MATERIAL SHALL BE GRANULAR BACKFILL IDENTICAL TO SUBBALLAST, OR A WELL GRADED CRUSHED STONE OR GRAVEL.
5. WHEN EXCAVATING WORK WILL BE WITHIN CSXT RIGHT-OF-WAY, SHORING PLANS AND OTHER REQUIRED MATERIAL MUST BE SUBMITTED TO CSXT DESIGNEE FOR APPROVAL PRIOR TO ANY CONSTRUCTION. ANY EXCAVATION/HOLE LESS THAN 15' FROM THE CENTERLINE OF NEAREST TRACK MUST BE FILLED OR PROPERLY SHORED PRIOR TO ANY TRAIN PASSING.
6. PIPELINE SHALL BE PROMINENTLY MARKED AT BOTH SIDES OF THE CSXT PROPERTY LINES BY DURABLE, WEATHERPROOF SIGNS LOCATED OVER THE CENTERLINE OF THE PIPE IN ACCORDANCE WITH CSXT SPECIFICATIONS.
7. ALL PRESSURE PIPELINES INSTALLED BY THE TRENCH METHOD, WITHOUT A CASING, SHALL HAVE A WARNING TAPE PLACED DIRECTLY ABOVE THE PIPELINE, 2 FEET BELOW THE GROUND SURFACE.
8. INSTALL HAND HOLES, SPLICE BOXES, AND MANHOLES PER THE REQUIREMENTS OF CSXT DESIGN & CONSTRUCTION SPECIFICATIONS. INSTALL THEM SO AS NOT TO CREATE A TRIPPING HAZARD OR TO INTERFERE WITH RAILROAD OPERATIONS.
9. NO CONSTRUCTION OR ENTRY UPON THE CSXT CORRIDOR IS PERMITTED UNTIL THE DOCUMENT TRANSACTION IS COMPLETED, YOU ARE IN RECEIPT OF A FULLY EXECUTED DOCUMENT, AND YOU HAVE OBTAINED AUTHORITY FROM THE LOCAL ROADMASTER.
10. IF REQUIRED, A DEWATERING PLAN IN ACCORDANCE WITH CSXT SPECIFICATIONS WILL BE SUBMITTED TO THE CSXT DESIGNEE FOR REVIEW AND APPROVAL PRIOR TO ANY DEWATERING OPERATIONS.
11. BLASTING IS NOT PERMITTED UNDER OR ON CSXT PROPERTY.
12. CSXT DOES NOT GRANT OR CONVEY AN EASEMENT FOR THIS INSTALLATION.
13. ALL PERSONNEL SHALL RECEIVE SAFETY BRIEFINGS BY A CSXT FLAGMAN OR DESIGNATED CSXT DESIGNEE EACH DAY BEFORE BEGINNING WORK ON THE RIGHT OF WAY. ADDITIONAL SAFETY BRIEFINGS MAY BE REQUIRED WHEN CONDITIONS AND/OR WORK SITES ARE CHANGED.
14. AGENCY OR ITS CONTRACTOR SHALL ARRANGE AND CONDUCT ITS WORK SO THAT THERE WILL BE NO INTERFERENCE WITH CSXT OPERATIONS, INCLUDING TRAIN, SIGNAL, TELEPHONE AND TELEGRAPHIC SERVICES, OR DAMAGES TO CSXT'S PROPERTY, OR TO POLES, WIRES, AND OTHER FACILITIES OF TENANTS OF CSXT'S PROPERTY OR RIGHT-OF-WAY.
15. CONTRACTOR ACCESS WILL BE LIMITED TO THE IMMEDIATE PROJECT AREA ONLY. THE CSXT RIGHT-OF-WAY OUTSIDE THE PROJECT AREA MAY NOT BE USED FOR CONTRACTOR ACCESS TO THE PROJECT SITE AND NO TEMPORARY AT-GRADE CROSSINGS WILL BE ALLOWED.
16. ALL MATERIAL AND EQUIPMENT WILL BE STAGED TO NOT BLOCK ANY CSXT ACCESS OR MAINTENANCE ROADS. NO HOISTING OR AUXILIARY EQUIPMENT NECESSARY FOR THE PROCEDURE SHALL BE PLACED ON CSXT TRACK STRUCTURE AND / OR BALLAST SECTION. CLEAR WORKING LOCATIONS FOR EQUIPMENT USED WILL BE LAID OUT AND APPROVED BY THE CSXT FLAGGER PRIOR TO EQUIPMENT SET-UP.
17. DURING CONSTRUCTION, THE CONTRACTOR SHALL PROTECT ALL ACTIVE RAILROAD FACILITIES, INCLUDING ELECTRICAL, WATER LINES, SEWER LINES, COMMUNICATION AND SIGNAL LINES AS WELL AS UNDERGROUND PIPING. THE CONTRACTOR SHALL BE REQUIRED TO KEEP ALL EQUIPMENT AND MATERIAL A MINIMUM OF SIX (6) FEET FROM FOREMENTIONED ELEVATED COMMUNICATION AND SIGNAL FACILITIES.
18. CONTRACTOR MUST CONDUCT ALL OF ITS WORK IN A SAFE MANNER. ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH RULES, REGULATIONS, PROCEDURES AND SAFE PRACTICES OF CSXT, OSHA, THE FRA AND ALL OTHER GOVERNMENT AGENCIES HAVING JURISDICTION OVER THE PROJECT.
19. OWNER SHALL REIMBURSE CSXT DIRECTLY FOR ALL COSTS OF FLAGGING AND INSPECTION SERVICE THAT ARE REQUIRED ON ACCOUNT OF CONSTRUCTION WITHIN CSXT PROPERTY SHOWN IN THE PLANS, OR COVERED BY AN APPROVED PLAN REVISION, SUPPLEMENTAL AGREEMENT OR CHANGE ORDER. INSPECTION SERVICE SHALL NOT RELIEVE CONTRACTOR FROM LIABILITY FOR ITS WORK.
20. OWNER OR CONTRACTOR SHALL GIVE A MINIMUM OF 30 DAYS' ADVANCE NOTICE TO CSXT DESIGNEE FOR ANTICIPATED NEED FOR FLAGGING AND INSPECTION SERVICE. NO WORK SHALL BE UNDERTAKEN UNTIL THE FLAG PERSON(S) AND INSPECTOR(S) IS/ ARE AT THE JOB SITE. IF IT IS NECESSARY FOR CSXT TO ADVERTISE A FLAGGING JOB FOR BID, CSXT SHALL NOT BE LIABLE FOR THE COST OF DELAYS ATTRIBUTABLE TO OBTAINING SUCH SERVICE.
21. THE RIGHT OF WAY SHALL BE RESTORED TO A CONDITION EQUAL TO OR BETTER THAN THE CONDITION PRIOR TO BEGINNING THE PROJECT BEFORE FINAL ACCEPTANCE WILL BE PROVIDED. PUNCH LISTS SHALL BE RESPONDED TO PRIOR TO ISSUANCE OF AN ACCEPTANCE MEMORANDUM SIGNED BY THE CSXT DESIGNEE.
22. IDENTIFY HAZARDS AND PUT CONTROLS IN PLACE PRIOR TO START OF EXCAVATION. STAKE OR MARK PIT AS NEEDED FOR DIGGING. ESTABLISH A LAYDOWN AREA ABOVE THE FLOOD ZONE TO PLACE MOTORIZED EQUIPMENT. PLACE SNOW FENCE AROUND PIT 20' BEYOND THE LEADING EDGE OF EXCAVATION. ALL EROSION CONTROL METHODS SHALL BE INSTALLED AND MAINTAINED USING BEST MANAGEMENT PRACTICES AS REQUIRED. APPLY LAYER OF WASHED STONE TO BASE OF EXCAVATION TO ESTABLISH PROPER LINE AND GRADE (6" MIN.).
23. BACKFILL, COVER OR FENCE ALL EXCAVATIONS WHEN UNATTENDED. THE CSXT DESIGNEE WILL APPROVE THE PROTECTION METHOD AND THE TYPE OF FENCING MATERIAL. SET FENCING BACK AT LEAST 3 FEET (91 CENTIMETERS) FROM THE EDGES OF THE EXCAVATION. SET FENCE POSTS SECURELY IN THE GROUND AND INSURE THE FENCING IS SECURELY TIED TO POSTS WITH ZIP TIES OR SOME OTHER TIE WRAP PRODUCT.
24. IF THE EXCAVATION IS 5 FEET OR GREATER IN DEPTH, THE WALLS MAY BE SLOPED AT 1.5 HORIZONTAL TO 1 VERTICAL TO REDUCE THE RISK OF CAVE-INS OR SLIDES. A SAFE MANNER IN WHICH TO ENTER AND EXIT THE EXCAVATION MUST BE ESTABLISHED. THE TOE OF SLOPES IN EXCAVATION SHALL IN NO CASE BE UNDERCUT BY POWER SHOVELS, BULLDOZERS, GRADERS, BLASTING, OR IN ANY MANNER. EXCAVATION SHALL NOT BE MADE IN EXCESS OF THE AUTHORIZED CROSS-SECTION.
25. AVOID THE NEED FOR WORKERS TO BE IN TRENCHES WHENEVER POSSIBLE. FOR EXAMPLE, WHEN TRENCHING IN A CONDUIT SYSTEM, THE PIPE TO BE PLACED SHOULD BE ASSEMBLED ABOVE THE TRENCH AND LOWERED DOWN INTO THE TRENCH. WHEN WORKERS ARE REQUIRED TO GO INTO AN EXCAVATION, SHORING AND CONFINED SPACE REQUIREMENTS WILL GOVERN.
26. PROJECTS THAT GENERATE SOILS FROM CSXT PROPERTY MUST ADHERE TO CSXT'S SOIL MANAGEMENT POLICIES. CSXT REQUIRES SOILS GENERATED FROM ITS PROPERTY TO EITHER BE REUSED ON CSXT PROPERTY OR PROPERLY DISPOSED IN A CSXT APPROVED DISPOSAL FACILITY. CSXT ENVIRONMENTAL DEPARTMENT WILL HANDLE WASTE CHARACTERIZATION AND PROFILING INTO AN APPROVED DISPOSAL FACILITY. CSXT PROHIBITS ANY ENVIRONMENTAL SAMPLING ON ITS PROPERTY UNLESS GRANTED THROUGH AN WRITTEN ENVIRONMENTAL RIGHT-OF-ENTRY OR APPROVED IN WRITING BY THE CSXT ENVIRONMENTAL DEPARTMENT. THE MANAGEMENT OF SOILS GENERATED FROM CSXT PROPERTY SHOULD BE PLANNED FOR AND PROPERLY PERMITTED (IF APPLICABLE) PRIOR TO INITIATING ANY WORK ON CSXT PROPERTY. A LIST OF CSXT APPROVED LABORATORIES AND/OR DISPOSAL FACILITIES MAY BE OBTAINED FROM THE CSXT MANAGER ENVIRONMENTAL PROGRAMS.
27. CONTRACTOR ALSO HAS THE SOLE RESPONSIBILITY OF ASCERTAINING THAT ALL OTHER UTILITIES HAVE BEEN PROPERLY LOCATED BY COMPLYING WITH THE LOCAL "CALL BEFORE YOU DIG" REGULATION(S). CONTRACTOR SHALL SOLELY BE RESPONSIBLE FOR NOTIFYING OWNERS OF ADJACENT PROPERTIES AND OF UNDERGROUND FACILITIES AND UTILITY OWNERS WHEN PROSECUTION OF THE WORK MAY AFFECT THEM, AND SHALL COOPERATE WITH THEM IN THE PROTECTION, REMOVAL, RELOCATION AND REPLACEMENT OF THEIR PROPERTY.
28. CONTRACTOR SHALL CONDUCT "PRE-DIG" MEETING PRIOR TO CONSTRUCTION WORK, WITH ALL SUBCONTRACTORS AND WORKERS TO REVIEW THE LOCATION OF ALL UTILITIES AS MARKED OUT, EXCAVATION PROCEDURES, AND TO CONFIRM THE "ONE CALL" REQUEST. THIS PERMIT IS SUBJECT TO ANY EXISTING UTILITIES THAT MAY BE IN CONFLICT WITH THE DESIGN AND REQUIRES POTHOLING. ALL EXISTING UTILITIES ARE REQUIRED TO BE POTHOLED PRIOR TO COMMENCEMENT OF CONSTRUCTION AND SHALL BE PERFORMED IN ACCORDANCE WITH CSXT SPECIFICATIONS. HAND EXPOSE LINES TO A POINT OF NO CONFLICT (24 INCHES ON EITHER SIDE OF THE UNDERGROUND INSTALLATION). IF MARKED UTILITY CANNOT BE LOCATED, EXCAVATION MUST NOT PROCEED AND YOU MUST NOTIFY THE ONE CALL NUMBER OR UTILITY COMPANY TO PROVIDE ADDITIONAL INFORMATION TO DETERMINE THE EXACT LOCATION.
29. BEFORE EXCAVATING, ALL SIGNAL CABLES AND OTHER UTILITIES MUST BE LOCATED AND MARKED/FLAGGED. CONTRACTOR SHALL BE HELD LIABLE FOR ANY DAMAGES TO CSXT COMMUNICATION & SIGNAL FACILITIES.

NOTE: WORK SCHEDULE IS SUBJECT TO THE APPROVAL OF ALL REQUIRED CONSTRUCTION SUBMITTALS BY THE CSXT CONSTRUCTION REPRESENTATIVE, VERIFICATION THAT PROPOSED WORK WILL NOT CONFLICT WITH ANY CSXT U.G. FACILITIES, AND THE AVAILABILITY OF CSXT FLAGGING AND PROTECTION SERVICES. CONSTRUCTION SUBMITTALS WILL BE BASED UPON THE PROPOSED SCOPE OF WORK AND MAY INCLUDE, BUT ARE NOT LIMITED TO; PROPOSED WORK PLAN, PROJECT SCHEDULE, MEANS AND METHODS, SITE ACCESS, DEWATERING, TEMPORARY EXCAVATION/SHORING, SOIL DISPOSITION/MANAGEMENT, TRACK MONITORING, CONCRETE PLACEMENT WORK, STRUCTURAL LIFTING/RIGGING PLANS FOR HOISTING OPERATIONS, SUBSTRUCTURE CONSTRUCTION PLANS, STEEL ERECTION PLANS, ROADWORK PLANS, ETC. NO WORK MAY BEGIN ON, OVER, OR ADJACENT TO CSXT PROPERTY, OR THAT COULD POTENTIALLY IMPACT CSXT PROPERTY, OPERATIONS OR SAFETY WITHOUT THE PRIOR COMPLETION AND APPROVAL OF THE REQUIRED FOREMENTIONED INFORMATION AND APPROVALS.

RAILWAY CROSSING PLAN VIEW



LEGEND	
Letter	Description
(a)	Distance from crossing to centerline of nearest public road intersection 0.5km (0.31 Miles) west to Mill Road
(b)	Width of CSX R/W 20m (65.6ft)
(c)	Distance from centerline of track to R/W c.a = 9m (29.5ft) / c.b = 11m (36.2t)
(d)	Total length of pipe on CSX R/W 20m (65.6ft) of pipe on R.O.W.
(e)	Distance from centerline of nearest track to face of pits or poles at a 90 degree angle to the track(s) N/A
(f)	Angle of crossing 92°
(g)	IF CONTENTS UNDER PRESSURE: Distance of shut-off valves from centerline of nearest track = N/A
(h)	Width of Launching/Receiving Pit N/A
(i)	Length of Launching/Receiving Pit N/A

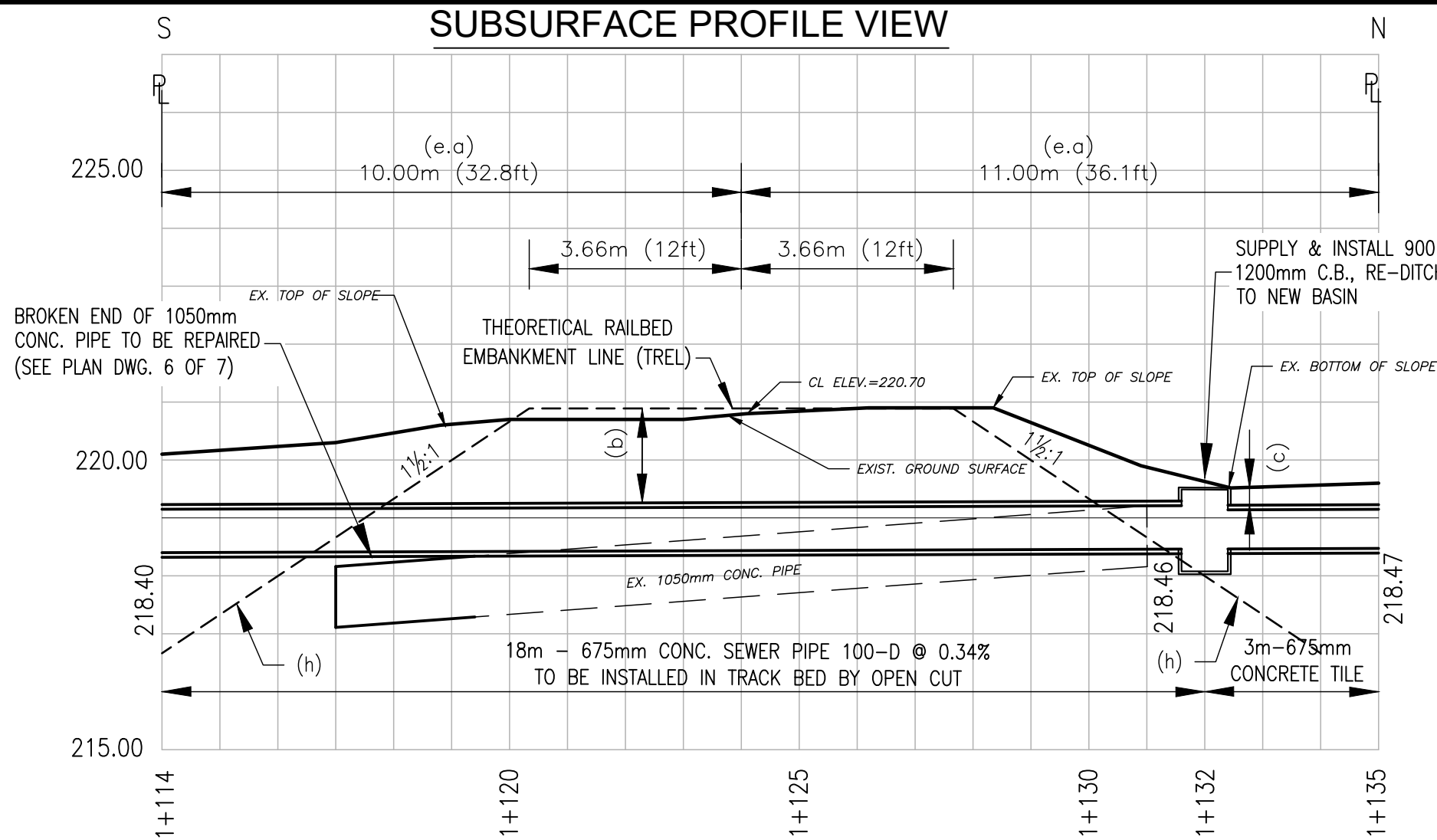
BOWLBY-FUTCHER DRAIN Branch C



Location: Township of Southwold
 Latitude: N 42.753448
 Longitude: W -81.287339
 Drawing No.: 224149
 Drawing Date: Oct. / 9 / 2025
 Revised: ___ / ___ / ___
 Sheet: 6 of 7
 Drawing Scale: 1 : 100

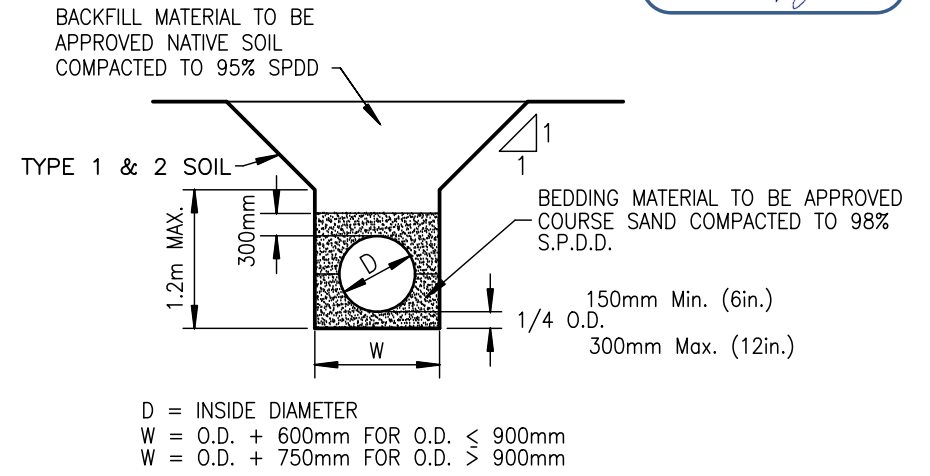
CSX PROPERTY SERVICES REVIEW
 No Exceptions Exceptions Noted
 This review is for the general conformance with CSX utility design specifications only. Sole responsibility for all aspects of the overall design shall remain with the facility owner. This review does not constitute approval to proceed without meeting all of CSX's safety and contractual requirements.
 By: *[Signature]*

SUBSURFACE PROFILE VIEW



NOTES:
 LOCATE CSX'S SIGNAL FACILITIES AND/OR WARNING DEVICES AT PROPOSED FACILITY CROSSING LOCATION, I.E. CANTILEVERS, FLASHERS, GATES AND SHOW CLEARANCES.

CSX PROPERTY SERVICES REVIEW
 No Exceptions Exceptions Noted
 This review is for the general conformance with CSX utility design specifications only. Sole responsibility for all aspects of the overall design shall remain with the facility owner. This review does not constitute approval to proceed without meeting all of CSX's safety and contractual requirements.
 By: *[Signature]*



DETAIL "A" N. T. S.

LEGEND	
Letter	Description
(a)	Distance from centerline of track to CSX R/W (see drawing)
(b)	Distance from TREL to top-of-pipe 1.60m (5.25ft)
(c)	Distance from base-of-ditch to top-of-pipe 0.30m (0.98ft)
(d)	Total length of pipe on CSX R/W 21m of pipe on R.O.W.
(e)	Distance from centerline of nearest track to face of pits at a 90 degree angle to the track(s) N/A
(f)	Dist. from top-of-vent pipe to ground surface (4' minimum required)
(g)	Dist. from centerline of track to CB at a 90° angle to the track 8.8m (28.8 ft)
(h)	Theoretical Embankment Line: Starts 12' from centerline of track and extends away from track at a slope of 1.5' over and 1' down
(i)	Carrier pipe diameter --- 675mm (27")
(j)	Casing pipe diameter --- N/A
(k)	Depth of Pits --- N/A

CSXT Pipeline Spec. Reference		MUNICIPAL DRAIN PIPE CONTENT DETAILS	
		Commodity Description:	Stormwater
		Maximum Operating Pressure	N/A
		Is Commodity Flammable:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
		CARRIER/CASING PIPE DETAILS	
		Carrier Pipe	Casing Pipe
		Pipe Material:	Conc. Sewer Pipe 100-D
		Material Specifications & Grade:	0.34% Grade
		Specified Minimum Yield Strength:	
		Nominal Size Outside Diameter (Inches):	889mm (35")
		Wall Thickness (Inches):	101mm (4")
		Type of Seam:	
		Type of Joints:	Bell and Spigot
		Tunnel Liner Plates Required:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
		Cathodic Protection:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Type: _____
		Protective Coating:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Type: _____
		Temp. Track Support or Rip-Rap Req.:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Must Describe & Show on Dwg.

BOWLBY-FUTCHER DRAIN Branch C

SPRIET ASSOCIATES LIMITED
 LONDON CONSULTING ENGINEERS
 155 YORK STREET --LONDON (519) 872-4100--N6A 1A8

Location: Township of Southwold
 Latitude: N 42.753448
 Longitude: W -81.287339
 Drawing No.: 224149
 Drawing Date: Oct. / 9 / 2025
 Revised: ___/___/___
 Sheet: 7 of 7
 Drawing Scale: 1 : 100

**Ministry of
Municipal Affairs
and Housing**

Office of the Minister

777 Bay Street, 17th Floor
Toronto ON M7A 2J3
Tel.: 416 585-7000

**Ministère des
Affaires municipales
et du Logement**

Bureau du ministre

777, rue Bay, 17^e étage
Toronto (Ontario) M7A 2J3
Tél.: 416 585-7000



234-2026-1390

April 22, 2026

Dear Head of Council:

I am writing to update you on amendments to Ontario Regulation 584/06 under the *Municipal Act, 2001* (MA) and O. Reg 595/06 of the *City of Toronto Act, 2006* (COTA) that were filed on April 17, 2026. These changes come into force on July 16, 2026.

As you know, since spring 2024 the province has encouraged municipalities designing stormwater fees and charges to ensure that there are no unintended consequences that would disproportionately impact farmers and greenhouse operators.

In the province's 2025 Fall Economic Statement, our government stressed the importance of the agri-food sector and that protecting Ontario's local agriculture and food industry is essential to ensuring a strong, self-sufficient food supply chain.

Agricultural properties generally have invested in their own stormwater-mitigating measures and have large areas of green space that contribute significantly to stormwater runoff management.

In this respect, the province is making changes to remove the authority for municipalities to impose stormwater fees and charges on portions of properties that are classified in the farm or managed forests property class, if they are not connected to a municipal storm sewer.

As we continue to work together to build up our communities, I look forward to our continued collaboration in investing in key infrastructure projects while making life more affordable for members of the agri-food sector and supporting the viability of their operations. Please accept my best wishes.

Sincerely,

A black rectangular box redacting the signature of the Minister of Municipal Affairs and Housing.

Hon. Robert J. Flack
Minister of Municipal Affairs and Housing

CAO/Clerk Note:

The design of the Township's Stormwater Fee reflects the direction provided by the Province. With the additional clarity from the Province that Farm and Managed Forest Property Classes are to be excluded, we will be reviewing the properties included to insure compliance.

- c. Municipal Chief Administrative Officer and/or Treasurer
Hon. Trevor Jones, Minister of Agriculture, Food and Agribusiness
Robert Dodd, Chief of Staff to the Minister of Municipal Affairs and Housing
Ryan Puviraj, Chief of Staff to the Minister of Agriculture, Food and Agribusiness
Martha Greenberg, Deputy Minister of Municipal Affairs and Housing
Laurie Miller, Assistant Deputy Minister, Local Government Division,
Municipal Affairs and Housing



ELGIN COUNTY ECONOMIC DEVELOPMENT UPDATE

INVESTING IN OUR FUTURE: DEPARTMENT HIGHLIGHTS

Elgin County's Economic Development and Tourism department continues to deliver initiatives that support business growth, strengthen local economies, and attract new investment and visitors across all seven Municipalities.

With new tools, refreshed resources, and targeted campaigns underway, we're focused on creating meaningful opportunities that benefit communities across the County. This update highlights recent initiatives and upcoming projects that reflect our commitment to driving economic development in the region.

ECONOMIC DEVELOPMENT AND TOURISM PLAN



In December 2025, County Council adopted the 2025–2030 *Economic Development and Tourism Plan*. Developed with input from businesses, community partners, and local Municipalities, the Plan provides a five-year roadmap to guide County efforts.

The Plan focuses on attracting investment, supporting and growing local businesses, strengthening agriculture, and improving downtowns and community spaces through programs such as Elgincentives.

The tourism component emphasizes enhancing visitor experiences, promoting local assets, and aligning marketing efforts to bring more visitors into our communities.

The full plan is available [here](#).

COMMUNITY IMPROVEMENT PLAN - ELGINCENTIVES UPDATE

Elgin County is updating Elgincentives, the County-wide Community Improvement Plan that provides financial incentives to help businesses and property owners invest in buildings, revitalize main streets, and redevelop underused properties.

Draft updates reflect current community priorities, legislative changes, and today's economic conditions. Public meetings are being held in each Municipality so residents, businesses, and stakeholders can provide feedback before the updates are reviewed by County Council.

More information is available through our online engagement website - [Engage Elgin](#).



SAVE THE DATE - CULTIVATING SUCCESS - JUNE 16



Elgin County will host Cultivating Success: Celebrate Your Connections on Tuesday, June 16, 2026, at Nature's Oasis Retreat in Southwold. The event brings together business leaders, entrepreneurs, and community stakeholders for a day focused on connection and collaboration.

Attendees will hear a keynote from Juno Award-nominated singer-songwriter Peter Katz, and enjoy local food vendors, breweries, and wineries. Cultivating Success celebrates entrepreneurship, strengthens relationships, and supports a thriving business community across the County. Get your tickets now: [Cultivating Success](#).

STAFF ENGAGEMENT AND REGIONAL COLLABORATION

Our team continues to stay actively engaged across Elgin County, connecting with local businesses, community partners, and stakeholders through a variety of events and initiatives. These opportunities allow us to build relationships, better understand the needs of our business community, and share valuable resources that support growth and innovation.

- The Pitch (February)
- Young Entrepreneurs Initiative (March)
- St. Thomas & District Chamber of Commerce Business After 5 (February, March)
- St. Thomas & District Chamber of Commerce Business Before 9 (February)
- Aylmer and Area Chamber of Commerce Breakfast with the Mayors (March)
- West Elgin EDC Business After 5 (March)



These engagements strengthen relationships, inform County programs, and ensure businesses are aware of supports ranging from funding and training to mentorship and advisory services.

BUSINESS SUPPORT & RESOURCES:

BUSINESS GUIDE

During engagement with the local business community, the County heard that planning, zoning, and building processes can be difficult to navigate. In response, Elgin County worked directly with local business owners to develop the Elgin County Business Guide, shaped by real experiences and practical needs.

The Guide is a County-led resource that Municipalities can share directly with local businesses to help them better understand key processes, whether they are starting up, expanding, relocating, or seeking support. It provides clear, plain-language information on planning and zoning, permits and licences, funding and financial supports, hiring and workforce tools, growth planning, and risk and succession planning.

Developed with direct input from the business community, the Guide was created in collaboration with partners including the Elgin Business Resource Centre (EBRC), the St. Thomas Small Business Enterprise Centre (SBEC), local Chambers of Commerce, and BIAs. It helps reduce confusion and improve access to information, and Municipalities can request copies or share it through their own channels. It is also available for distribution through Economic Development staff upon request.



SUPPORTING AND SHOWCASING LOCAL BUSINESSES

Elgin County's Business Enterprise Facilitator continues to meet regularly with entrepreneurs and business owners across all lower-tier Municipalities, connecting businesses with the tools and resources they need to grow and succeed, providing one-on-one support, and identifying any potential funding opportunities available.

These ongoing visits help strengthen relationships with local business operators while also creating opportunities to highlight and celebrate success stories within each community. Recent business spotlights have included:

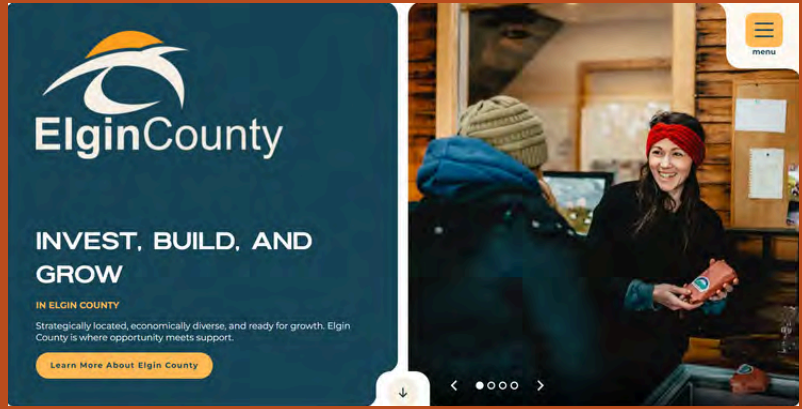
- [Shackelton Auctions](#) (Malahide): Celebrating 70 years, this fourth-generation family-run operation has become one of the most recognized auction houses in the region.
- [SoSo's Breakfast Tacos](#) (West Elgin): This brand-new business serves breakfast tacos and quesadillas, each hand-crafted with tasty ingredients and bold flavours.
- [Integrated Elevation](#) (Dutton Dunwich): A new business running out of Horseshoe J Dude Ranch that blends trauma-informed practices with equine-assisted learning to help individuals and teams build confidence, connection, and resilience.

These stories are shared through the County's social media channels, helping to elevate local businesses, increase visibility, and foster a strong sense of community pride across Elgin County.

NEW WEBSITE (INVESTINELGIN.CA)

Elgin County launched InvestInElgin.ca in late 2025 as a new economic development website supporting business growth and investment attraction across the County.

The site provides a central hub for resources such as the Elgin County Business Guide, a business directory, and local business spotlights. These tools can be shared with local businesses, while the spotlight features also highlight community successes and celebrate what is happening across the County.



The website also promotes employment lands, community assets, and investment opportunities to external audiences, helping present a clear and consistent picture of Elgin County as a place to do business and invest.

STAY CONNECTED

The Elgin County Economic Development newsletter provides updates on business activity, funding opportunities, tourism initiatives, and more. Issued quarterly, it is a helpful resource for Council members, Municipal staff, and community leaders looking to stay informed about growth across the region.

[Sign up for the quarterly newsletter here](#), and [read the Spring 2026 Edition here](#).

MEET THE TEAM - CONTACT US FOR SUPPORT



**CAROLYN
KRAHN**

Manager of Economic
Development, Tourism
& Strategic Initiatives

ckrahn@elgin.ca
(519) 631-1460 x 133



**LINDSEY
DUNCAN**

Tourism
Officer

lduncan@elgin.ca
(519) 631-1460 x 163



**ANNE
KLEINSTEUBER**

Business
Enterprise
Facilitator

akleinsteuber@elgin.ca
(519) 631-1460 x 199



**KARA
KELLIHER**

Administrative
Assistant

kkelliher@elgin.ca
(519) 631-1460 x 104



SPRING 2026



Elgin County
Tourism

ELGIN COUNTY TOURISM UPDATE

SHINING A SPOTLIGHT ON EVERY CORNER OF ELGIN COUNTY

As we gear up for the 2026 summer tourism season, Elgin County Tourism continues to actively promote experiences across all Municipalities, helping attract visitors, support local businesses, and strengthen economic growth throughout the county.

Here's a snapshot of recent achievements, ongoing initiatives, and opportunities for Municipalities to help strengthen and share these efforts within their communities.

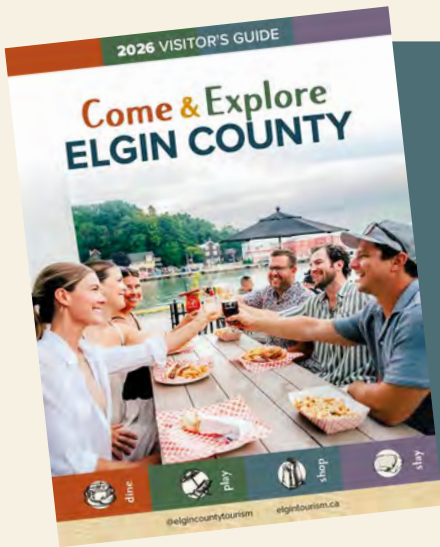
ECONOMIC DEVELOPMENT & TOURISM PLAN

With the approval of Elgin County's Economic Development & Tourism Plan, work is now underway to grow tourism through stronger experiences, partnerships, and promotion across the county. The plan prioritizes developing new and enhanced visitor experiences, expanding trail and outdoor tourism opportunities, creating curated itineraries and group travel experiences, and supporting local businesses interested in agritourism, accommodations, and tourism expansion.



At the same time, the strategy builds on what Elgin County already does well by strengthening culinary and festival experiences, supporting tourism operators, and elevating a unified county-wide brand. Through coordinated marketing and regional partnerships, the plan positions Elgin County to attract new visitors, encourage longer stays, and ensure tourism benefits communities across the entire region.

This Plan can be accessed [here](#).



2026 ELGIN COUNTY VISITOR'S GUIDE

The newly printed [2026 Visitor Guide](#) highlights the attractions, experiences, and exceptional tourism businesses found throughout Elgin County, helping visitors discover everything the region has to offer.

Distributed locally and across Ontario, this year's guide features curated itineraries that encourage travellers to explore the path less travelled and uncover hidden gems across the County. Copies are available by contacting tourism@elgin.ca.

2026 TASTE GUIDE (FLAVOURS OF ELGIN)

Created in partnership with Railway City Tourism, the [Taste Guide](#) is a curated culinary magazine showcasing the diverse flavours of Elgin County and St. Thomas.

From beachside bites and local markets to wineries, breweries, pick-your-own experiences, maple syrup, and globally inspired cuisine, the guide highlights the region's food experiences while offering rotating exposure opportunities for local businesses with each edition.



VISITOR CENTRE OPENING & BROCHURE REQUEST



The Port Stanley Visitor Centre opens May 15 for the season. We are collecting brochures and promotional materials from businesses to distribute at our Visitor Centre as well as at key visitor locations including Port Burwell Marine Museum, Pinecroft, and Mackie's.

Municipalities can support this effort by encouraging local businesses to participate. Contact us to pick up or bring materials to 450 Sunset Drive. We recommend 300-500 copies per business.

TASTE EX SHOW ATTENDANCE

At January's Taste Ex event (formerly the London Wine & Food Show), Elgin County Tourism engaged more than 500 visitors while promoting local wineries, breweries, and culinary experiences. Numerous culinary establishments from various Elgin communities participated, further establishing Elgin County as a vibrant and inviting destination.



TOURISM SUMMER STUDENTS RETURN

We are delighted to re-introduce you to three enthusiastic students who are coming back to the Economic Development and Tourism team again this summer. Their contributions will enhance our visitor services, business support, and public outreach efforts. If you happen to see them in your community, please extend a warm Elgin County welcome!



ARDEN DOUPE, MARKETING ASSISTANT

Arden will help with social media campaigns, website updates, and staffing the Visitor Centre. She will also be out and about visiting local businesses and events to share real-time content and updates.

ALLIE PIMLATT, TOURISM ASSISTANT

Based at the Port Stanley Visitor Centre, Allie will welcome visitors and provide recommendations on activities, dining, and events.

ELLA BROADHEAD, ADMINISTRATIVE ASSISTANT

Ella will support administrative tasks, help at the Visitor Centre, and help stock tourism racks across the County with brochures.

EXPANDING GROUP TOUR OPPORTUNITIES

Local tourism operators recently participated in a session with the Ontario Motor Coach Association (OMCA) to explore opportunities to attract bus tours to Elgin County and encourage longer visitor stays.

This initiative supports businesses in becoming tour-ready while building partnerships that position communities across the county to welcome group travel and showcase our hidden gems.



ST. THOMAS HOME SHOW BOOTH

Elgin County Tourism attended the St. Thomas Home Show (April 10 to 12, 2026 at the Joe Thornton Community Centre) to promote local experiences and encourage residents and visitors to explore the many things to see and do across Elgin County.

We spoke with over 600 people sharing tourism resources and highlighting seasonal attractions and upcoming events as we move into spring and summer. Our focus is on getting locals excited about the change of season and inspiring them to spend their summer discovering beaches, trails, events, and local businesses in their own backyards, while supporting the local economy.



FOLLOW US ON SOCIALS

Staying connected through our social media channels is one of the easiest ways to remain up to date on tourism initiatives, local experiences, and seasonal offerings happening across Elgin County.

With more than 10,000 followers on Facebook and 5,100 followers on Instagram, our platforms provide a strong and growing reach that helps showcase the people, places, and hidden gems that make our communities unique.

  @elgincountytourism #elgincounty

TELL US WHAT'S NEW

Do you know a local tourism business celebrating a milestone or launching a new experience? Let us know so we can help spread the word. Contact the Elgin County Economic Development and Tourism team to feature tourism businesses in your community in future updates.

Let's keep working together to showcase the best of Elgin County!

Thank you for all you do to make our region a destination worth exploring.



MEET THE TEAM - CONTACT US FOR SUPPORT



**CAROLYN
KRAHN**

Manager of Economic
Development, Tourism
& Strategic Initiatives

ckrahn@elgin.ca
(519) 631-1460 x 133



**LINDSEY
DUNCAN**

Tourism
Officer

lduncan@elgin.ca
(519) 631-1460 x 163



**ANNE
KLEINSTEUBER**

Business
Enterprise
Facilitator

akleinsteuber@elgin.ca
(519) 631-1460 x 199



**KARA
KELLIHER**

Administrative
Assistant

kkelliher@elgin.ca
(519) 631-1460 x 104

**Ministry of the Environment,
Conservation and Parks**

Environmental Assessment
Modernization Branch

135 St. Clair Avenue West
4th Floor
Toronto ON M4V 1P5

**Ministère de l'Environnement, de
la Protection de la nature et des Parcs**

Direction de la modernisation des processus
d'évaluation environnementale

135, avenue St. Clair Ouest
4^e étage
Toronto ON M4V 1P5



April 22, 2026

TO: Stakeholder Distribution List

RE: Requirements for waste disposal site service area and fill rate changes

Earlier this week, I wrote to you about proposed amendments to the *Environmental Assessment Act* (EAA) as part of ongoing efforts to modernize the environmental assessment (EA) program.

Today, the Ministry of the Environment, Conservation and Parks posted a new proposal on the Environmental Registry of Ontario (ERO) for public comment and invites your feedback.

Ontario is proposing changes to requirements for waste disposal sites. These changes would support more efficient use of existing waste disposal capacity and provide communities with more options to meet their waste disposal needs while maintaining strong environmental protection.

The proposal would allow operators more flexibility to change the area where the waste comes from (the service area) and to change the rate at which they can accept it (the fill rate).

The ministry would continue to review these changes through the Environmental Compliance Approval amendment process, which is expected to reduce the time it takes to make these types of changes.

This proposal would not allow landfill expansions beyond a site's approved size, nor would it change the types of waste a site is authorized to receive. These types of changes would continue to require separate approvals under existing legislation.

More information is available [here](#), and input is being accepted until **June 8, 2026**.

If you have any questions, please feel free to contact us at EAModernization.MECP@ontario.ca. Any comments on the proposal can be submitted through the ERO posting via the link above, or by email to us.

We are committed to keeping you apprised about EA modernization and working with you to build a strong EA program for Ontario. We value your perspectives on the EA program and look forward to your further participation. More information on our other efforts to modernize the EA program can also be found [here](#).

Sincerely,

A handwritten signature in black ink that reads "A. Cross". The signature is written in a cursive style.

Annamaria Cross
Director, Environmental Assessment Modernization Branch
Ministry of the Environment, Conservation and Parks

[Home](#) [Search](#) [Map](#) [About](#)[Log in / Register](#)[Français](#)

Streamlining requirements for waste disposal site service area and fill rate changes

ERO number	026-0414
Notice type	Regulation
Act	Environmental Assessment Act, R.S.O. 1990
Posted by	Ministry of the Environment, Conservation and Parks
Notice stage	Proposal
Proposal posted	April 22, 2026
Comment period	April 22, 2026 - June 8, 2026 (47 days) Open
Last updated	April 22, 2026

This consultation closes at
11:59 p.m. on:

June 8, 2026

[Submit a comment](#)



[Follow this notice](#)

Proposal summary

Ontario is proposing changes to requirements for waste disposal sites. These changes would support more efficient use of existing waste disposal capacity and provide communities with more options to meet their waste disposal needs while maintaining strong environmental protection.

On this page

- [1. Proposal details](#)
- [2. Supporting materials](#)
- [3. Comment](#)
- [4. Connect with us](#)

Proposal details

Ontario is proposing changes to requirements for waste disposal sites. These changes would support more efficient use of existing waste disposal capacity and provide communities with more options to meet their waste disposal needs while maintaining strong environmental protection.

The proposal would allow operators more flexibility to change the area where the waste comes from (the service area) and to change the rate at which they can accept it (the fill rate). The proposal reduces red tape while providing solutions for municipalities in Ontario with waste capacity needs, all while maintaining strong environmental protection.

The proposal would also remove the requirement to complete the Environmental Screening Process ([ESP](#)) under the [Environmental Assessment Act \(EAA\)](#) and would exempt applications for Environmental Compliance Approval ([ECA](#)) amendments for these changes from the requirement to post on the Environmental Registry of Ontario ([ERO](#)). It would also remove related appeal rights under the [Environmental Bill of Rights, 1993 \(EBR\)](#). Environmental protections would continue to apply through the [ECA](#) requirements.

Background

Currently, service area and fill rate changes for waste disposal sites have requirements under 2 separate statutes:

- completion of the [ESP](#) under the EAA
- an [ECA](#) amendment under the [Environmental Protection Act \(EPA\)](#)

Fill rate changes apply only to landfills and dumps, and do not apply to thermal treatment sites.

The [ESP](#) is an environmental planning and consultation process. It requires proponents to:

- identify and assess potential environmental effects
- determine mitigation measures to address those effects before proceeding
- engage Indigenous communities, municipalities and interested persons

The service area and fill rate of a waste disposal site are generally established through the environmental assessment (EA) process, and proponents are required to carry out the waste project in accordance with the EA documentation. Subsequently, expanding the service area or increasing the fill rate requires completion of the ESP.

An ECA sets conditions for the use, operation, establishment, alteration, enlargement or extension of waste disposal sites. It, among other things:

- defines where waste can be received from (the service area)
- can set the fill rate
- requires monitoring, reporting, and operational controls to manage environmental risk

Since ECAs define the service area for a waste disposal site, most changes to service areas require an ECA amendment, with limited exceptions under section 5.2 of [Regulation 347](#) (General – Waste Management). All changes to the fill rate require an ECA amendment.

Proposed change

Ontario is proposing to remove the requirement to complete the ESP for service area and fill rate changes.

Instead, where an ECA defines the service area and fill rate for a waste disposal site, changes would require an ECA amendment, and the ministry would review these changes through the ECA application process. Ontario is proposing to exempt applications for ECA amendments for these changes from the requirement to post on the ERO and related appeal rights under the EBR. Environmental review, notification to adjacent landowners and potentially impacted Indigenous communities, and environmental protection would continue to apply through the ECA application process.

Rationale for change

The current framework requires proponents to complete 2 processes to assess the same operational changes for service areas and fill rates. This requirement is in addition to any other applicable environmental assessment requirements for when the site was first established or expanded. Typically, changes to the service area or fill rate have limited or no environmental impacts.

This proposal would simplify requirements by relying on the [ECA](#) process. This approach would provide greater flexibility and support more efficient use of existing waste capacity, while maintaining oversight.

Details of the change

Ontario proposes the following regulatory amendments:

- [O. Reg. 50/24](#) (Part II.3 Projects – Designations and Exemptions - Environmental Assessment Act)

Remove the designations for service area changes at waste disposal sites and for fill rate changes at landfilling sites and dumps.

- [O. Reg. 51/24](#) (Exemptions - *Environmental Assessment Act*)

Exempt waste disposal sites from [EA](#)-approved service area limits and fill rate limits.

- [O. Reg. 73/94](#) (General - *Environmental Bill of Rights*)

Exempt proposals for [ECA](#) amendments for service area and fill rate changes from section 22 of the *Environmental Bill of Rights, 1993*. This would mean that [ECA](#) amendment proposals for service area and fill rate changes would not be required to be posted on the [ERO](#), and would remove third-party rights to seek leave to appeal [ECA](#) decisions for these amendments.

Resulting Framework

Under the proposed approach, proponents would manage service area and fill rate changes through the [ECA](#) process. In practice, the following steps would be undertaken:

- Proponents would apply to amend their [ECA](#)
- The ministry would assess the proposed changes through the review

- of the application to amend the site's ECA
- Proponents would notify nearby landowners, potentially impacted Indigenous communities, and members of a Community Liaison Committee (if one exists)
 - The ministry would notify relevant municipalities, seek their input and undertake broader notification where needed
 - The ministry would consider any input from landowners, Indigenous communities and municipalities
 - The ministry may also require additional notification to fulfill any Duty to Consult obligations

Expected outcomes of the proposed changes

The proposal would:

- simplify and increase process efficiencies
- improve flexibility to manage provincial waste disposal capacity
- support more efficient use of existing infrastructure and strengthen system resilience
- maintain environmental protection, Indigenous consultation, and local notification through ECA requirements

Public consultation opportunities

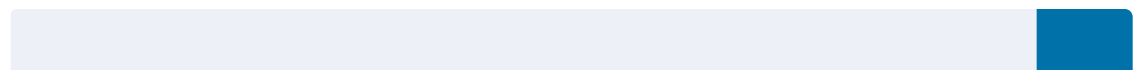
This proposal is posted for a 45-day public comment period. The ministry will consider all comments before making a decision.

Regulatory impact assessment

The proposal would:

- reduce time and costs for waste disposal site operators
- allow operators to adjust service areas and fill rates more efficiently, thereby supporting better use of existing waste disposal capacity
- not introduce new compliance costs or ECA requirements

Through this posting, the ministry is seeking input on potential cost, operational, and social, economic, or environmental impacts.



Supporting materials

Related links

[Environmental Assessment Act](#)

[Guide to environmental assessment requirements for waste management projects](#)

[Regulation 347 - General - Waste Management](#)

[O. Reg. 50/24: PART II.3 PROJECTS - DESIGNATIONS AND EXEMPTIONS](#)

[O. Reg. 51/24: EXEMPTIONS FROM THE ACT AND FROM PART II.1 OF THE ACT](#)

[O. Reg. 73/94: GENERAL](#)

View materials in person

Some supporting materials may not be available online. If this is the case, you can request to view the materials in person.

Get in touch with the office listed below to find out if materials are available.

Comment

Let us know what you think of our proposal.

Have questions? Get in touch with the contact person below. Please include the [ERO](#) number for this notice in your email or letter to the contact.

[Read our commenting and privacy policies.](#)

Submit online

[Submit a comment](#)

Submit by mail

EA Modernization Project Team

Environmental Assessment
Modernization Branch
135 St Clair Ave West

4th Floor
Toronto, ON
M4V 1P5
Canada

Connect with us

Contact

EA Modernization Project Team



EAmodernization.mecp@ontario.ca

Share



[Email](#)



[Facebook](#)



[Twitter](#)

Sign up for notifications

We will send you email notifications with any updates related to this consultation. You can change your notification preferences anytime by visiting settings in your profile page.

[Follow this notice](#)

About the registry

The Environmental Registry allows you to comment and share your thoughts on actions we take that could affect the environment. [Learn more.](#)

Homepage photo credit: Maria Lagarde

Contact

Let us know if you have feedback or questions about the registry. [Contact us.](#)

[Ontario.ca](#) [Contact](#) [Site map](#) [Privacy](#)
[Terms of use](#)

© King's Printer for Ontario, 1994-2026



THE CORPORATION OF THE TOWNSHIP OF SOUTHWOLD

BY- LAW NO.2026-36

Being a by-law to confirm the resolutions and motions of the Council of the Township of Southwold, which were adopted on April 27, 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 April 27, 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 27th DAY OF APRIL, 2026.

Deputy Mayor
Justin Pennings

CAO/Clerk
Jeff Carswell