



## REGULAR MEETING OF COUNCIL

### AGENDA

Tuesday, May 27, 2014 at 7:00 p.m.  
Council Chambers

1. **CALL TO ORDER**
2. **DISCLOSURE OF PECUNIARY INTEREST**
3. **ADOPTION OF MINUTES**
  - a) **Minutes of the Regular Meeting of Council Meeting held Tuesday, May 13, 2014 at 7:00 p.m. in the Council Chambers**
4. **DEPUTATIONS, PETITIONS AND PUBLIC MEETINGS**

#### **PUBLIC MEETING**

**Proposed Official Plan Amendment and Zoning By-Law Amendment  
Wasaga Beach Paintball – 3600 Vigo Road**

\* \* \*

5. **CORRESPONDENCE – Received for Information**
  - a) **Ainley Group – Class Environmental Assessment Nottawasaga River Bridge – Notice of Public Information Centre No. 2**

Recommendation: That Council receive the correspondence from the Ainley Group with respect to the Class Environmental Assessment Nottawasaga River Bridge, Notice of Public Information Centre No. 2, for information.

#### **CORRESPONDENCE – Requiring Action**

- a) **MNR – Wasaga Beach Provincial Park Management Plan**

Recommendation: That the Mayor be directed to send a letter to the Minister of Natural Resources with respect to the Wasaga Beach Provincial Park Management Plan requesting that a Member of Council be appointed to the Wasaga Beach Provincial Park Management Planning Team.

- b) **June - Senior's Month**

Recommendation: That Council proclaim June 2014 as Senior's Month in the Town of Wasaga Beach.

**c) SPCA – Tag Days**

Recommendation: That Council acknowledge that the Ontario SPCA will be holding Tag Days July 2<sup>nd</sup> and 3<sup>rd</sup>, 2014 at various locations, in the Town of Wasaga Beach.

**CORRESPONDENCE – To be Referred****a) Simcoe Muskoka District Health Unit – West Nile Virus Program Planning – 2014**

Recommendation: That Council refer the Simcoe Muskoka District Health Unit West Nile Virus Program Planning – 2014 correspondence to Public Works for review and action.

**6. UNFINISHED BUSINESS – None****7. COMMITTEE & OTHER BOARDS REPORTS****a) General Government – May 15, 2014**

Recommendation: That Council adopts the Committee of the Whole Report dated May 15, 2014 as circulated, and approves all actions contained therein.

**b) Community Services – May 20, 2014**

Recommendation: That Council adopts Community Services Report dated May 20, 2014, as circulated, and approves all actions contained therein.

**c) Committee of the Whole – May 20, 2014**

Recommendation: That Council adopts the Committee of the Whole Report dated May 20, 2014, as circulated, and approves all actions contained therein.

**8. NOTICES OF MOTION – None****9. MOTIONS – WHERE NOTICE HAS BEEN PREVIOUSLY GIVEN - None****10. BY-LAWS AND CONFIRMATORY BY-LAW**

- a)** A By-Law to Authorize Execution of a Collective Agreement Between CUPE 3115 and the Town of Wasaga Beach
- b)** A By-Law to Authorize Execution of an Agreement Between SDI Marketing – Pepsi™ and the Town of Wasaga Beach
- c)** A By-Law to Authorize Execution of an Agreement Between Outreach Marketing Group and the Town of Wasaga Beach (What's Up Hut)
- d)** A By-Law to Authorize the Mayor and Clerk to Execute an Agreement Between the Corporation of the Town of Wasaga Beach and the Association of Municipalities of Ontario (Federal Gas Tax Funds)

e) Confirmatory By-Law

**11. MAYOR AND COUNCILLORS REPORTS**

**12. CALLING OF COMMITTEE MEETINGS**

**13. QUESTION PERIOD**

*“A fifteen (15) minute session wherein persons in attendance at the Regular Meeting of Council have an opportunity to raise questions pertaining to items that were dealt with by Council on the evening’s Agenda.”*

**14. ADJOURNMENT**



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**14. ADJOURNMENT**

**THE CORPORATION OF THE TOWN OF WASAGA BEACH**

**MINUTES OF THE REGULAR MEETING OF  
TOWN COUNCIL**

**Held Tuesday, May 13, 2014 at 7:00 p.m.  
In the Council Chambers**

**PRESENT:**

C. Patterson	Mayor
D. Foster	Deputy Mayor
R. Anderson	Councillor
M. Bercovitch	Councillor
N. Bifulchi	Councillor
G. Watson	Councillor
S. Wells	Councillor
G. Vadeboncoeur	Chief Administrative Officer
P. Archdekin	Deputy Clerk

**ABSENT:**

T. Nicholson	Clerk
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**1. CALL TO ORDER**

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

**2. DISCLOSURE OF PECUNIARY INTEREST**

Councillor Bifulchi declared a Pecuniary Interest with respect to Agenda Item Development Committee Minutes item 5)ai) and a staff report due to a family owned business as well as Public Works Minutes cheque #15782 as it pertains to a family member but will be voting on all other matters.

**3. ADOPTION OF MINUTES**

MOVED BY D. FOSTER

SECONDED BY G. WATSON

RESOLUTION NO. 2014-08-01

RESOLVED THAT the Minutes of the Regular Meeting of Council, plus the holding of One Public Meeting held Tuesday, April 22, 2014 at 7:00 p.m. in the Council Chambers, are hereby adopted as circulated.

CARRIED

**4. DEPUTATIONS, PETITIONS AND PUBLIC MEETINGS**

- a) **Mr. Joseph DeTommaso of the Wasaga Beach Waterfront Developments Inc. in attendance to update Council on the status of their beachfront properties and plan for the summer**

Mayor Patterson welcomed Mr. DeTommaso to the table. He advised that he represents Wasaga Beach Waterfront Developments Inc. and they own property on Beach Drive, Mosley and Beach Area 1. Mr. DeTommaso then proceeded to explain that through a judicial process, acquired the properties in April of 2012 and the assets were in significant disrepair as well as other past issues to deal with. They view the beachfront as an incredible opportunity and since acquiring the property have been addressing issues and focusing on positive changes. He advised it has not been easy. They have been met with skepticism during this process and people have been guarded dealing with the new owners, which has been understandable. Mr. DeTommaso noted it will take some time to undo past issues and they are prepared to take the time and to move forward.

Wasaga Beach Waterfront Developments are proud to be involved in the Beach and the roll they will play in the success of the Beach. Last year was difficult due to the weather and the Town as a whole suffered. Mr. DeTommaso noted once again they inherited the conditions of the buildings. The three bars have been leased out and significant work has been done to bring them up to code. They have spent time and attention to cleaning up the bars. Two bars did not open in 2013. He also noted that this past winter was punishing on the buildings. The snow load has taken a toll on the Dard which necessitated some repairs that will be completed as quickly as possible. For the 2014 season they have hired a property management company to oversee and be the point of contact. For the long term tenants, there will be roof repairs, improvements to safety and security, cosmetic, facings, electrical, interlock brick, etc.

Wasaga Beach Waterfront Developments have focused on relationships with previous tenants for longer leases to ensure continuity and stability. The tenants have been asked to offer suggestions to improve the beach. The bars are leased to a local family and are on track to open for the long weekend. They have new quality tenants that are excited to be on beach and fewer vacancies.

Mr. DeTommaso commented on the Town actively attracting new events and they have offered forms of support for success of the events. The Beach Area 1 landscape works are appreciated and necessary and he is confident the Beach will be better than ever. At this stage their primary goal is to stabilize lease space with a mix of local and national tenants to improve tenant rental. This will take a few years to accomplish but their goal is to attract visitors to the Beach. Wasaga Beach Developments Inc. is supportive of the Town's initiatives at the beach front, the infrastructure will take time, but they support the efforts. Mr. DeTommaso thanked the Town for opening its doors and offering assistance to them. They met with Town staff in March to deal with concerns to ensure a smooth start to 2014 and received an unprecedented show of support from all departments which was extremely helpful to position them to move in the right direction. Wasaga Beach Developments looks forward to continuing working with the Town and tenants and residents to ensure the beach experience is enhanced further.

Mayor Patterson thanked Mr. DeTommaso for the update.

Councillor Watson inquired with one week away from a long weekend will everything open, in particular the bars. Mr. DeTommaso advised that he has spoken with the tenant and the bars will be open; however, there are certain works that have to be done before the weekend.



Councillor Bifulchi thanked Mr. DeTommaso for coming in as it is important for Council and the Town to know their time line as that has been the question on everyone's mind. She acknowledged that it will be about two years out before anything major will happen.

Mayor Patterson inquired of the closed Dairy Queen property and if there will be a new tenant. Mr. DeTommaso advised that they currently do not have a tenant; however, are exploring options.

Mayor Patterson thanked Mr. DeTommaso for bring Council and the residents up to date.

## **5. CORRESPONDENCE – Received for Information**

### **a) 2014 Prescribed Burn of Savannah Habitat at Wasaga Beach Provincial Park**

Deputy Mayor Foster requested that the MNR letter of the Prescribed Burn be put on the Town's website as it is important information to have available. The request was acknowledged and it was then;

MOVED BY S. WELLS

SECONDED BY N. BIFOLCHI

RESOLUTION NO. 2014-08-02

RESOLVED THAT Council does hereby receive the correspondence from Ontario Parks with respect to a 2014 Prescribed Burn of Savannah Habitat at Wasaga Beach Provincial Park by May 30, 2014.

CARRIED

## **CORRESPONDENCE – Requiring Action**

### **a) National Access Awareness Week – June 1-7, 2014**

MOVED BY M. BERCOVITCH

SECONDED BY N. BIFOLCHI

RESOLUTION NO. 2014-08-03

WHEREAS approximately 1.85 million Ontarians, which represent approximately 15.5 per cent of the population, have some form of disability and as the development of some form of disability increases with age, there is a need for greater awareness, understanding and recognition of their needs, capabilities and potential;

AND WHEREAS National Awareness Week is an opportunity to remind us to double our efforts to achieve our goal of becoming an accessible municipality by eliminating the barriers to facilities, services, programs and workplaces;

AND WHEREAS the daily lives of people with disabilities are adversely affected by the barriers that exist in the environment, employment, public transportation, housing, recreation and communication;

AND WHEREAS the Town of Wasaga Beach Council is innovative and caring, and committed to being responsive to the needs of all people, and recognizes the diverse needs of residents and visitors and responds by striving to provide facilities and services that are accessible to everyone;

AND WHEREAS the Town of Wasaga Beach Council is committed to becoming an inclusive municipality in which all persons with disabilities can exercise their civil, political, social and cultural rights on an equal basis with other persons and ensuring that everyone has the right to live in conditions of dignity, respect, independence and peace;

NOW THEREFORE in recognition of the importance of raising awareness and accessibility in our community and ultimately, promote full participation for people with disabilities, the Town of Wasaga Beach does hereby proclaim **June 1 to 7, 2014 as “National Access Awareness Week”** and encourage everyone to support equality of access, opportunity and outcomes for persons with disabilities.

CARRIED

**CORRESPONDENCE – To be Referred - None**

**6. UNFINISHED BUSINESS – None**

**7. COMMITTEE & OTHER BOARDS REPORTS**

**a) General Government Committee – April 17, 2014**

Councillor Anderson spoke to the highlights of the meeting. Councillor Wells noted he did not support the Lawn Watering Amendment at Committee and his comments are in the report. He will vote on all items with the exception of that one. It was then;

MOVED BY S. WELLS

SECONDED BY G. WATSON

RESOLUTION NO. 2014-08-04

RESOLVED THAT Council does hereby adopt the General Government Committee Report dated April 17, 2014, as circulated, and approves all actions contained therein.

CARRIED

**b) Development Committee – April 23, 2014**

Councillor Bifulchi spoke to the highlights of the meeting and spoke to those items she declared a Pecuniary Interest with and noted she will vote on all other items. It was then;

MOVED BY M. BERCOVITCH

SECONDED BY D. FOSTER

RESOLUTION NO. 2014-08-05

RESOLVED THAT Council does hereby adopt the Development Committee Report dated April 23, 2014, as circulated, and approves all actions contained therein.

CARRIED

**c) Public Works Committee – May 1, 2014**

Deputy Mayor Foster spoke to the highlights of the meeting and it was then;

MOVED BY D. FOSTER  
SECONDED BY S. WELLS

RESOLUTION NO. 2014-08-06

RESOLVED THAT Council does hereby adopt the Public Works Committee Report dated May 1, 2014, as circulated, and approves all actions contained therein.

CARRIED

**d) Committee of the Whole – May 6, 2014**

Mayor Patterson spoke to the highlights of the meeting and it was then;

MOVED BY N. BIFOLCHI  
SECONDED BY S. WELLS

RESOLUTION NO. 2014-08-07

RESOLVED THAT Council does hereby adopt the Committee of the Whole Report dated May 6, 2014, as circulated, and approves all actions contained therein.

CARRIED

**e) Accounts – March 1-31, 2014**

Councillor Anderson noted that all accounts have been approved at the individual Committee meetings. It was then;

MOVED BY G. WATSON  
SECONDED BY S. WELLS

RESOLUTION NO. 2014-08-08

REOSLVED THAT Council does hereby confirm the Accounts for March 1-31, 2014 in the amount of \$7,296,308.13.

CARRIED

**8. NOTICES OF MOTION – None**

**9. MOTIONS – WHERE NOTICE HAS BEEN PREVIOUSLY GIVEN - None**

**10. BY-LAWS AND CONFIRMATORY BY-LAW**

**a) A By-Law to Set the Tax Rates and to Levy Taxes for the Year 2014**

MOVED BY M. BERCOVITCH  
SECONDED BY D. FOSTER

RESOLUTION NO. 2014-08-09

RESOLVED THAT a By-Law to Set the Tax Rates and to Levy Taxes for the Year 2014, be received and be deemed to have been read a first, second and third time, passed and numbered No. 2014-39.

CARRIED

- b) A By-Law to Authorize the Mayor and Clerk to Execute an Agreement between The Corporation of the Town of Wasaga Beach and The Association of Municipalities of Ontario (Federal Gas Tax)**

MOVED BY S. WELLS

SECONDED BY N. BIFOLCHI

RESOLUTION NO. 2014-08-10

RESOLVED THAT a By-Law to Authorize the Mayor and Clerk to Execute an Agreement between The Corporation of the Town of Wasaga Beach and The Association of Municipalities of Ontario, be received and be deemed to have been read a first, second and third time, passed and numbered No. 2014-40.

CARRIED

- c) A By-Law to Authorize the Execution of a Tax Arrears Extension Agreement (3097 Mosley St.)**

MOVED BY M. BERCOVITCH

SECONDED BY G. WATSON

RESOLUTION NO. 2014-08-11

RESOLVED THAT a By-Law to Authorize the Execution of a Tax Arrears Extension Agreement, be received and be deemed to have been read a first, second and third time, passed and numbered No. 2014-41.

CARRIED

- d) A By-Law to Amend Town of Wasaga Beach Comprehensive Zoning By-Law No. 2003-60, As Amended (Ramblewood Subdivision – Amicorp Inc. Morocco)**

MOVED BY S. WELLS

SECONDED BY D. FOSTER

RESOLUTION NO. 2014-08-12

RESOLVED THAT a By-Law to Amend Town of Wasaga Beach Comprehensive Zoning By-Law No. 2003-60, As Amended, be received and be deemed to have been read a first, second and third time, passed and numbered No. 2014-42.

CARRIED

**e) A By-Law to Authorize the Mayor and the Clerk to Execute Documents regarding the Transfer of Land (Baywood Homes – New England Village – River Road West – Village Gate Drive)**

MOVED BY N. BIFOLCHI  
SECONDED BY S. WELLS

RESOLUTION NO. 2014-08-13

RESOLVED THAT a By-Law to Authorize the Mayor and Clerk to Execute Documents regarding the Transfer of Land, be received and be deemed to have been read a first, second and third time, passed and numbered No. 2014-43.

CARRIED

**f) A By-Law to Authorize Execution of a Memorandum of Understanding between the Town of Wasaga Beach and the Township of Clearview Regarding the Management of Sewage Discharge in the Stayner Sewage Catchment Area**

Councillor Bervocitch spoke to the Agreement with Clearview Township noting he did not support the Agreement or the number of Amendments and will not support a further amendment. It was then;

MOVED BY D. FOSTER  
SECONDED BY M. BERCOVITCH

RESOLUTION NO. 2014-08-14

RESOLVED THAT a By-Law to Authorize the Mayor and Clerk to Execute Documents regarding the Transfer of Land, be received and be deemed to have been read a first, second and third time, passed and numbered No. 2014-44.

CARRIED

**g) A By-Law to Authorize Execution of an Amending Agreement between the Town of Wasaga Beach and the Township of Clearview (Schedule A payment)**

Councillor Bercovitch noted the Agreement first came to light in 2010 with the last Council and this is the fifth Amendment and in his opinion not one Amendment has not been advantageous to Wasaga Beach. It is a done deal; however, if Clearview builds a 100 homes in a year the Town will get its money back in 25 years and 50 units it will take 50 years. He did not feel this was fair to Wasaga Beach and will not support this change to the payment schedule. Mayor Patterson stated that there is a surcharge for the use of our plant and we are making money. Once again Councillor Bercovitch noted he would not support this Amendment. It was then;

MOVED BY D. FOSTER  
SECONDED BY S. WELLS

RESOLUTION NO. 2014-08-15

RESOLVED THAT a By-Law to Authorize Execution of an Amending Agreement between The Town of Wasaga Beach and The Township of Clearview, be received and be deemed to have been read a first, second and third time, passed and numbered No. 2014-45.

CARRIED

**h) A By-Law to Authorize the Mayor and Clerk to Execute Documents Regarding the Transfer of Land (Wasaga Distribution Sub Station in Stonebridge)**

MOVED BY G. WATSON

SECONDED BY M. BERCOVITCH

RESOLUTION NO. 2014-08-16

RESOLVED THAT a By-Law to Authorize the Mayor and Clerk to Execute Documents Regarding the Transfer of Land, be received and be deemed to have been read a first, second and third time, passed and numbered No. 2014-46.

CARRIED

**i) A By-Law to Regulate the External Uses of Water within the Town of Wasaga Beach and to Repeal By-Law No. 2002-25 (The Lawn Watering By-Law)**

MOVED BY M. BERCOVITCH

SECONDED BY S. WELLS

RESOLUTION NO. 2014-08-17

RESOLVED THAT a By-Law to Regulate the External Uses of Water within the Town of Wasaga Beach and to Repeal By-Law No. 2002-25, be received and be deemed to have been read a first, second and third time, passed and numbered No. 2014-47.

CARRIED

**j) A By-Law to Amend By-Law No. 2007-65, Being a By-Law to Regular Open Fires**

MOVED BY S. WELLS

SECONDED BY N. BIFOLCHI

RESOLUTION NO. 2014-08-18

RESOLVED THAT a By-Law to Amend By-Law No. 2007-65, Being a By-Law to Regular Open Fires, be received and be deemed to have been read a first, second and third time, passed and numbered No. 2014-48.

CARRIED

**k) Confirmatory By-Law**

MOVED BY N. BIFOLCHI

SECONDED BY S. WELLS

RESOLUTION NO. 2014-08-19

RESOLVED THAT a By-Law to Confirm the Proceedings of the Council of the Town of Wasaga Beach at its Regular Meeting held Tuesday, May 13, 2014, be received and be deemed to have been read a first, second and third time, passed and numbered No. 2014-49.

CARRIED

## **11. MAYOR AND COUNCILLORS REPORTS**

Councillor Bercovitch attended an Accessibility Committee meeting; Elmvale Maple Syrup Festival, Rotary Club Luncheon where Bruce Johnston was recognized for his fundraising efforts; Community Policing, Sound Investment Choir and Outreach Choir Concerts.

Councillor Anderson attended the General and Marine Hospital Financial Board meeting. He expressed his thanks to the area Mayors for speaking to the Ministry of Health on the financial shortfalls of the General and Marine Hospital.

Councillor Wells thanked Mayor Patterson and Mayor Ferguson for attending a motorcyclist seasonal brunch to get the season going that was held in New Lowell.

Deputy Mayor Foster attended the Wasaga Beach Community Theatre presentation; Rotary Lunch, Ministerial Breakfast, Elmvale Maple Syrup Festival, McHappy Days, M&M's BBQ; Habitat for Humanity opening; Community Garden work party; Wild Wing Motorcycle appreciation event and reminded the public to check their mirrors for motorcycles on the road; County Council and noted that the deadline for the Georgian Good Food Box is Wednesday.

Councillor Bifulchi attended the Community Health Centre meeting; various NVCA meetings; kick off to National Youth Week and the Habitat for Humanity ribbon cutting.

Councillor Watson attended the Maple Syrup Festival, the Ontario Small Urban Conference in Parry Sound; Community Garden for a work party noting Saturday is a Community Garden meet and greet; M&M BBQ, Habitat for Humanity; Motorcycle Rally at Wild Wing and noted Mother's Day.

Mayor Patterson attended an Agriculture Liaison meeting; met with Ministry representatives for Senior's in Collingwood making a funding announcement and tour of Sunset Manor; guest on Political Speaking; Lakehead University naming of Simcoe Hall; construction meeting with the United Church; Elmvale Maple Syrup Festival; Hydro Board meeting; provided greetings to Beyond the City Lights Conference; attended Trillium Manor Volunteer Appreciation Day; OSUM Conference where he spoke with the Minister of Municipal Affairs; trip to Queen's Park and met with the Ministry of Health Senior Policy Advisor with respect to the reduction in funding for the General Marine Hospital; Community Tree Planting in the County Forest; Gold Wing Tour Group Breakfast; guest on 97.7 The Beach; Food and Agriculture meeting; Past Wardens Lunch; Economic Development Breakfast, Chamber of Commerce Business Awards; spoke to 95 Birchview Dunes Grade 5 students in the Council Chambers; Habitat for Humanity Ribbon Cutting, noting this is the fourth home built in the Town; Chats Radio program in Collingwood; attended a Lions Dinner with cheque presentations recognizing different groups; County Council and the Mayor noted that the Town received \$52,500 from the County towards trails on Beachwood Drive. Collingwood also received trails money.

Mayor Patterson then spoke to clarify rumours with respect to the Electric Elements event on the long weekend. To date 4,500 tickets have been sold with the expectation of 7,500 being sold in total.

Councillor Watson added one more item that he attended the Chamber of Commerce Business Awards and recognized Patrice McKennan and presented the Gene Langevin Award to the Luau Resort.

## **12. CALLING OF COMMITTEE MEETINGS**

Community Services Committee	May 20 at 8:30 a.m.
General Government Committee	May 15 at 2:30 p.m.
Public Works	June 5 at 8:30 a.m.
Development Committee	May 28 at 1:30 p.m.
Committee of the Whole	May 20 at 7:00 p.m.

## **13. QUESTION PERIOD**

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## **14. ADJOURNMENT**

Mayor Patterson adjourned the meeting at 8:00 p.m.

The Minutes of this meeting were approved by Council on the 27<sup>th</sup> day of May, 2014.

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Cal Patterson, Mayor

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Twyla Nicholson, Clerk





CONSULTING  
ENGINEERS  
PLANNERS

Ainley & Associates Limited  
280 Pretty River Parkway, Collingwood, Ontario L9Y 4J5  
Tel: (705) 445-3451 • Fax: (705) 445-0968  
E-mail: collingwood@ainleygroup.com

May 12, 2014

File No. 112026

Mr. George Vadeboncoeur  
CAO  
Town of Wasaga Beach  
30 Lewis Street  
Wasaga Beach, ON, L9Z 1A1

Ref: **Town of Wasaga Beach  
Class Environmental Assessment  
Nottawasaga River Bridge  
Notice of Public Information Centre No. 2**



Dear Sir/Madam:

The Town of Wasaga Beach initiated a Municipal Class Environmental Assessment in June 2012 to investigate and consider long range planning for the possible future construction of a new bridge crossing of the Nottawasaga River. The purpose of a new bridge is to ease future anticipated traffic congestion, provide for a pedestrian crossing of the River and consider recreational (snowmobile) usage.

Further to the Notice of Study Commencement issued June 1, 2012 and the Phase 2 Public Information Centre held on May 22, 2013, the Town plans to hold a second Public Information Centre to present the options investigated along with the recommended solution, and to receive comments. Please see the attached copy of the Phase 3 Notice of Public Information Centre, which will appear in the local newspaper on May 15 and May 22, 2014.

Please contact the undersigned if you have any comments or questions with respect to this Notice.

Yours truly

**AINLEY & ASSOCIATES LIMITED**

Mike Neumann, P.Eng.  
Encl.

cc: Michael Pincivero, P.Eng.  
Manager of Engineering Services, RMO/RMI

RM/bcb/S:\112026\Correspondence\Letter\PIC No. 2 - May 29, 2014\Notice of PIC#2 Cover Letter May 12, 2014.doc



**TOWN OF WASAGA BEACH  
CLASS ENVIRONMENTAL ASSESSMENT  
NOTTAWASAGA RIVER BRIDGE  
PHASE 3 NOTICE OF PUBLIC INFORMATION CENTRE**

Further to the Notice of Study Commencement (issued June 1, 2012) and the Phase 2 Notice of Public Information Centre (issued May 9, 2013) the Town of Wasaga Beach is continuing to consider long range planning (beyond the normal ten to twenty year planning forecast) for the possible future construction of a new bridge crossing of the Nottawasaga River in order to ease anticipated future traffic issues.

The Phase 3 planning process has identified and evaluated bridge design options (cross-sections and alignments) related to a crossing in the vicinity of the Powerline Road/18th Street area.

Four, 2-lane, cross-section options were identified and evaluated (Options 1 to 4). It is recommended that Option # 4 be selected as the Preferred Solution, involving the future construction of 2, 4.75 m wide lanes on a vehicular bridge to be considered in 30 years, and a separate 3.0 m wide multi-purpose bridge to be considered in 10 years and/or as warranted by Council for active transportation connectivity.

Six alignment options were identified and evaluated (Options A to F). It is recommended that Option E be selected as the Preferred Solution with the multi-use bridge being considered in 10 years and the vehicular bridge being considered in 30 years.

This Project is being planned as a Schedule C project under the Municipal Class Environmental Assessment. A Public Information Centre is planned to provide preliminary design information to the public on the Recommended Solution and to receive input and comment from interested persons. In addition to addressing vehicular traffic issues, this Class EA planning process will take into consideration recreational (snowmobile) and pedestrian traffic.

**Public Information Centre**

Time: Open House: 7:00 pm to 9:00 pm  
Date: Thursday, May 29, 2014  
Location: Wasaga Rec Plex – 1724 Mosley St.

Public input and comment on the Recommended Solution will be incorporated into the planning process. Comments will be received until June 12, 2014.

If you have any comments or questions, or if you would like to be placed on the mailing list to receive project information, please contact the Consultant undertaking the study.

This notice issued May 9, 2014

Mr. Michael Pincivero, P.Eng.  
Manager of Engineering Services, RMO/RMI  
Wasaga Beach Public Works  
30 Lewis Street  
Wasaga Beach, Ontario  
L9Z 1A1  
Tel: (705) 429-2540  
Fax: (705) 429-8226  
Email: pwengineer@wasagabeach.com

Mr. Mike Neumann, P.Eng.  
Project Engineer  
Ainley & Associates Limited  
280 Pretty River Parkway  
Collingwood, Ontario  
L9Y 4J5  
Phone: (705) 445-3451  
Fax: (705) 445-0968  
Email: neumann@ainleygroup.com

**Ministry of Natural Resources**

Assistant Deputy Minister's Office  
Provincial Services Division

Room 6540, Whitney Block  
99 Wellesley Street West  
Toronto ON M7A 1W3  
Tel: 416-326-9504  
Fax: 416-314-1901

**Ministère des Richesses naturelles**

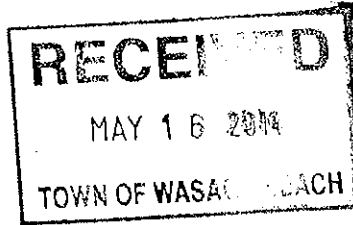
Bureau du sous-ministre adjoint  
Division des services provinciaux

Édifice Whitney, bureau 6540  
99, rue Wellesley Ouest  
Toronto (Ontario) M7A 1W3  
Tél.: 416-326-9504  
Téléc.: 416-314-1901



May 14, 2014

His Worship Cal Patterson  
Mayor  
Town of Wasaga Beach  
30 Lewis Street  
Wasaga Beach ON L9Z 1A1



MNR5385MC-2014-394

Dear Mayor Patterson:

Thank you for your letter to the Honourable David Oraziotti regarding the Wasaga Beach Provincial Park management planning process. I understand that these matters were also discussed at the Wasaga Beach delegation meeting at the 2014 ROMA-OGRA Conference.

On behalf of the ministry, I would like to address the concerns raised in your letter.

Wasaga Beach Provincial Park Management Plan:

We recognize the importance of Wasaga Beach Provincial Park and its benefits to the local economy and the Town's interest in the park management planning process is appreciated.

The Ministry of Natural Resources (MNR) is committed to extensive public consultation during the Wasaga Beach Provincial Park management planning process. This will include at least three separate opportunities for involvement. The park management plan will seek to balance protection of the natural resources while providing for recreational uses. I encourage community members to participate in this process.

Ontario Parks is reviewing the Terms of Reference (TOR) and developing a Background Document for the park management planning process. The Park Superintendent will continue to communicate with the Town's CAO as we move forward with this process. A copy of the approved TOR will be provided to the Town of Wasaga Beach.

I understand that you have been informed that planning teams are generally comprised of MNR staff. Recognizing the complexity of the planning process and the diversity of public interests, both the Town and the Ministry of Tourism have been invited to each have one representative on the Wasaga Beach Provincial Park management planning team.

Consistent Maintenance Program at Wasaga Beach Provincial Park

The ministry has a responsibility to protect the natural environment of provincial parks while allowing recreational activities to continue. Wasaga Beach Provincial Park has eight beach areas spanning 14 kilometres. In addition to outdoor recreational opportunities, these beaches provide habitat for species-at-risk, such as the piping plover, and support a vulnerable freshwater dune ecosystem.

To ensure the ecological integrity of the beach areas, maintenance requirements vary. In some locations, beach vegetation will be removed for visitors. In other locations, the beach may be temporarily closed to protect nesting piping plovers. Other areas may require restoration of freshwater dunes. Ontario Parks will continue to manage the beachfront to balance sustainable recreation while enhancing the ecological health of this fragile dune ecosystem.

If you have any questions or need further assistance, please contact John Fisher, Park Superintendent, at (705) 429-2516, or [john.fisher@Ontario.ca](mailto:john.fisher@Ontario.ca).

Again, thank you for writing.

Sincerely,

A handwritten signature in black ink, appearing to read 'Al Tithecott', with a stylized flourish at the end.

Al Tithecott  
A/Assistant Deputy Minister  
Provincial Services Division

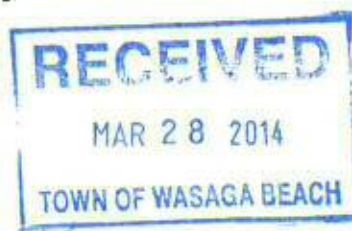
c: John Salo, Southwest Zone Manager, Ontario Parks  
John Fisher, Park Superintendent, Wasaga Beach Provincial Park

**Minister Responsible  
for Seniors Affairs**

77 Wellesley Street West  
12th Floor, Ferguson Block  
Toronto, ON M7A 1N3  
Tel: 416-314-9710  
Fax: 416-325-4787

**Ministre délégué aux  
Affaires des personnes âgées**

77, rue Wellesley Ouest  
12<sup>e</sup> étage, bloc Ferguson  
Toronto ON M7A 1N3  
Tél: 416-314-9710  
Télé: 416-325-4787



March 24, 2014

Dear Mayor (or Reeve),

In advance of Seniors' Month I am writing to encourage you to proclaim June as Seniors' Month in your community.

June marks the 30<sup>th</sup> anniversary of Seniors' Month in Ontario. To recognize the important achievements we have made together, and the important role seniors play in our communities, this year's Seniors' Month theme is "Aging Without Boundaries: 30 Years of Celebrating Seniors."

Attached is a sample proclamation for your consideration. Please let us know if you will be making this proclamation by emailing the Ontario Seniors' Secretariat at [infoseniors@ontario.ca](mailto:infoseniors@ontario.ca).

We will be sending you promotional materials soon. Please let us know about any events you are planning and we will post them on the Ontario Seniors' Secretariat website at [www.ontarioseniors.ca/seniorsmonth](http://www.ontarioseniors.ca/seniorsmonth).

I would also like to encourage you to work with your MPP(s) to host Seniors' Month events in your community and to access the resources offered by the Ontario Seniors' Secretariat, such as A Guide to Programs and Services for Seniors in Ontario, Age-Friendly Community Planning Guide and Advance Care Planning Guide.

Seniors' Month presents a great opportunity for alignment with the Senior of the Year Award, which is awarded each year by the Government of Ontario through municipalities. I hope to visit a number of participating municipalities over the course of Seniors' Month.

If you have any questions regarding Seniors' Month or about hosting an event, please contact Ontario Seniors' Secretariat at [infoseniors@ontario.ca](mailto:infoseniors@ontario.ca) for assistance.

Thank you,

Mario Sergio  
Minister

Enclosure



# Seniors Community Grant Program

As part of the Action Plan for Seniors, Ontario has introduced the first ever grants program, solely dedicated to helping seniors across the province.

The new Seniors Community Grant Program will help more seniors have a better quality of life by providing opportunities to be more socially active, volunteer and continue their learning in areas like technology and financial literacy.

This grant program will make \$500,000 available for projects across Ontario that will help more seniors become socially engaged and feel part of their communities.

## **WHO CAN APPLY?**

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Not-for-profit seniors organizations, Local Service Boards, municipalities and aboriginal groups across Ontario can apply for grant funding. All applicants must represent seniors groups or offer programs or services which directly benefit seniors living in Ontario.

## **WHAT KIND OF PROJECTS WILL BE FUNDED?**

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Projects will support seniors at a local community level.

Grants for amounts between \$500 and \$10,000 will be available for projects that:

- Provide opportunities for seniors to network and become active in their communities;
- Support activities and programs that promote learning and that embrace seniors as volunteers;
- Develop plans that can be shared across communities and allow organizations to sustain seniors' programs over time.

## **HOW DO I APPLY?**

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Read the program guidelines and get the application form and guide at [www.oacao.org](http://www.oacao.org).

Applications will be accepted between Feb 21, 2014 and June 30, 2014. Projects must be completed by March 31, 2015.

## **QUESTIONS?**

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Contact the Older Adult Centres' Association of Ontario at:

Web: [www.oacao.org](http://www.oacao.org)

Email: [seniorsgrantprogram@oacao.ca](mailto:seniorsgrantprogram@oacao.ca)

Phone: 1-855-925-6959

Fax: 519-925-9175

**Together with our community partners, seniors and their families,  
we will make Ontario the best place to age.**



**ONTARIO SPCA**  
PROTECTING ANIMALS SINCE 1873

MIDLAND & DISTRICT BRANCH



15979 Highway 12 East  
RR 1, Port McNicoll, ON  
L0K 1R0

Tel: (705) 534-4459

Fax: (705) 534-4745

[www.ontariospca.ca](http://www.ontariospca.ca)

Charitable Registration # 88969 1044 RR0002

Town Clerk  
Town of Wasaga Beach  
30 Lewis St.  
Wasaga Beach, On  
L9Z 1A1

Sept.24, 2013

To the Mayor and Council;

Subject: Requesting "Tag" Days for 2014

The Ont. SPCA Midland & District Branch is requesting permission to hold our annual "Tag" Days in the Town of Wasaga Beach, July 2nd & 3rd, 2014. Tag Days are a crucial part of our fundraising and brings awareness to the community on the services provided by the Ont.SPCA, such as our cruelty investigators, who service your area.

Trusting the foregoing meets with your approval, I would like to thank you for allowing our volunteers to have this opportunity to raise funds for animal welfare in the communities we serve.

We will supply the signed permission form, from the businesses concerned, as soon as possible.

If you have any further questions I can be contacted at 705-534-4459.

Thank you

Maureen Dool  
Branch Manager  
Ont.SPCA Midland Branch  
[mdool@ospca.on.ca](mailto:mdool@ospca.on.ca)

**The Ontario Society for the Prevention of Cruelty to Animals (Ontario SPCA):** Protecting animals since 1873, the Ontario SPCA is a registered charity comprised of over 50 Communities relying primarily on donations to fund animal protection, care and rehabilitation; advocacy; and humane education. The Ontario SPCA Act mandates the Society to enforce animal cruelty laws and provides Society investigators with police powers to do so - making the Ontario SPCA unique among animal welfare organizations in the province. The Ontario SPCA is a member of the Canadian Federation of Humane Societies, the World Society for the Protection of Animals, and is affiliated with the Royal Society for the Prevention of Cruelty to Animals.

*Friends for Life!*





April 30, 2014

Mr. George Vadeboncoeur *gvc*  
Chief Administrative Officer  
Town of Wasaga Beach  
Box 100  
30 Lewis Street  
Wasaga Beach, ON L0L 2P0

Dear Mr. Vadeboncoeur:

Re: West Nile Virus Program Planning – 2014

Planning is well underway for the 2013 West Nile virus season. The health unit program, as in previous years, will include public education, surveillance and mosquito control coordination.

The need for larviciding programs in your municipality in the upcoming season was assessed according to a local risk assessment and decision-making framework which was developed in 2006 and updated in 2008. The framework considers the presence and abundance of critical amplification vector, *Culex pipiens/restuans*, populations in previous surveillance seasons, and the presence of WNV positive indicators, excluding avian specimens, within the vicinity in the previous season.

As a result of this evaluation, municipalities were assigned to one of three tiers for control actions. The three tiers are:

- I. **Larviciding Actions:** This tier consists of those municipalities which have received direction to larvicide from the Medical Officer of Health in previous seasons and have evidence of sustained *Culex pipiens/restuans* populations throughout the season and multiple positive WNV indicators in previous seasons. Notice to larvicide catch basins will be issued by the Medical Officer of Health to these municipalities
- II. **Heightened Surveillance – Larviciding Standby:** This tier consists of those municipalities which have received direction to larvicide from the Medical Officer of Health in previous seasons but do not have sustained *Culex pipiens/restuans* populations throughout the season and/or do not have multiple positive WNV indicators in previous seasons. Notices to larvicide will not be issued by the Medical Officer of Health at this time. Heightened surveillance activities will be implemented in these municipalities to monitor the presence and abundance of mosquito populations of concern, primarily *Culex pipiens/restuans*. As a component of WNV contingency planning, these municipalities shall complete the Ministry of Environment permit application process and be on standby to larvicide catch basins on short notice should the current season surveillance data indicate the need for control measures.

**Barrie:**  
15 Sperling Drive  
Barrie, ON  
L4M 6K9  
705-721-7520  
FAX: 705-721-1495

**Collingwood:**  
280 Pretty River Pkwy.  
Collingwood, ON  
L9Y 4J5  
705-445-0804  
FAX: 705-445-6498

**Cookstown:**  
2-25 King Street S.  
Cookstown, ON  
L0L 1L0  
705-458-1103  
FAX: 705-458-0105

**Gravenhurst:**  
2-5 Pineridge Gate  
Gravenhurst, ON  
P1P 1Z3  
705-684-9090  
FAX: 705-684-9887

**Huntsville:**  
34 Chaffey St.  
Huntsville, ON  
P1H 1K1  
705-789-8813  
FAX: 705-789-7245

**Midland:**  
B-865 Hugel Ave.  
Midland, ON  
L4R 1X8  
705-526-9324  
FAX: 705-526-1513

**Orillia:**  
120-169 Front St. S.  
Orillia, ON  
L3V 4S8  
705-325-9565  
FAX: 705-325-2091



- III. **Ongoing Monitoring:** This tier consists of those municipalities which have not received direction from the Medical Officer of Health to larvicide in previous seasons. Surveillance strategies will continue in these areas. It is recommended that these municipalities, as a component of their WNV contingency planning, review the MOE permit application guide and gather the necessary information to complete the permit application process on short notice.

**The Town of Wasaga Beach has been assessed as Tier II: Larviciding Standby based on the following information:**

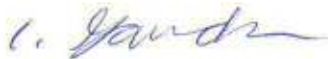
- **No evidence of multiple positive WNV indicators in previous season.**

Based on this assessment, the Town of Wasaga Beach is directed to be prepared to larvicide in catch basins on short notice upon receipt of notice to larvicide from the Medical Officer of Health. The municipality is responsible for purchase of the larviciding product and has the option of procuring the services of a licensed pest control operator to complete the larviciding program. As always, we will continue to work in collaboration with our WNV key contacts within the Town as we develop our surveillance and control strategies for the 2014 season.

A template will be forwarded for your use in tracking municipal WNV expenditures for the 2014 season. Submission of WNV expenditures will be requested in October, 2014. A template for completion will be forwarded at that time.

We appreciate your continued participation in the WNV program. For further information, please contact Ryan MacDougall, Program Manager, at 705-721-7330, ext. 7772, [ryan.macdougall@smdhu.org](mailto:ryan.macdougall@smdhu.org) or Lori Holmes, Vector Borne Disease Program Coordinator, ext. 7266, [lori.holmes@smdhu.org](mailto:lori.holmes@smdhu.org).

Sincerely,



Charles Gardner, MD, CCFP, MHSc, FRCPC  
Medical Officer of Health

- c. Kevin Lalonde, Acting Public Works Director  
Dave Wagner, Foreman – Public Works  
Sue Carnovale, Administration

## COMMITTEE CHAIR REPORT



**TO:** Council

**FROM:** Councillor Anderson, Chair  
General Government Committee

**SUBJECT:** Actions from the May 15, 2014 General Government Committee Meeting

**DATE:** May 27, 2014

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### **RECOMMENDATION**

That Council adopt the General Government Committee Report dated May 15, 2014, as circulated, and approve all the actions contained therein.

### **BACKGROUND**

Listed below are the actions resulting from the General Government Committee meeting held on May 15, 2014. They are before Council for consideration.

### **ACTIONS**

#### **Municipal Law Enforcement**

##### **Monthly Report – April 2014**

**RESOLUTION NO. 2014-05-01**

RESOLVED THAT the General Government Committee does hereby receive the April 2014 Municipal Law Enforcement Department's Report, for information.

CARRIED

##### **By-Law – Municipal Orders & Remedial Actions**

**RESOLUTION NO. 2014-05-02**

RESOLVED THAT the General Government Committee does hereby recommend to Council that a new By-Law to provide for the Use of Municipal Orders and other Remedial Actions, be adopted.

CARRIED

#### **Economic Development & Communication**

##### **Monthly Report – April 2014**

**RESOLUTION NO. 2014-05-03**

RESOLVED THAT the General Government Committee does hereby receive the April 2014 Economic Development and Corporate Communication Officer's Report, for information.

CARRIED

**Park Beach Apartments****RESOLUTION NO. 2014-05-04**

RESOLVED THAT the General Government Committee does hereby recommend to Council that it approve Mr. John Wells' application for funding under the Façade Improvement Program in the amount of \$2,000.00 for signage improvements to Park Beach Apartments (formerly Leizure Court Apartments) and painting of street facing sides of the building located at 1391 Mosley Street, subject to Mr. Wells meeting all the Town's requirements at the time of releasing the grant.

CARRIED

**Administration****SMDHU – Wine Outlet Expansion into Farmers Markets****RESOLUTION NO. 2014-05-05**

RESOLVED THAT the General Government Committee does hereby recommend to Council that it receive the correspondence from the Simcoe Muskoka District Health Unit to Premier Wynne and to the Simcoe County Mayors and Councillors, with respect to the Regulation of Wine Outlet Expansion into Farmers Markets, for information.

CARRIED

**Beer Store – Expanding Sales to Convenience Stores****RESOLUTION NO. 2014-05-06**

RESOLVED THAT the General Government Committee does hereby recommend to Council that it receive the correspondence from the Beer Store with respect to expanded sales to convenience stores, for information.

CARRIED

**County FCM Umbrella Membership****RESOLUTION NO. 2014-05-07**

RESOLVED THAT the General Government Committee does hereby recommend to Council that it receive the correspondence from the County with respect to FCM Membership – Umbrella Membership, for information.

CARRIED

**Clerk's Dept. First Quarter Report 2014****RESOLUTION NO. 2014-05-08**

RESOLVED THAT the General Government Committee does hereby receive the 2014 Clerk's Department (Records Management, Election, Land, Cemetery, Accessibility and Historical Advisory Committees, By-Law Parking and Animal Control) First Quarter Report, for information.

CARRIED

**Historical Advisory Committee Minutes – Feb. 24, 2014**

**RESOLUTION NO. 2014-05-09**

RESOLVED THAT the General Government Committee does hereby receive the Minutes of the Historical Advisory Committee held February 24, 2014, for information.

CARRIED

**Historical Advisory Committee Minutes – April 7, 2014**

**RESOLUTION NO. 2014-05-10**

RESOLVED THAT the General Government Committee does hereby receive the Minutes of the Historical Advisory Committee held April 7, 2014, for information.

CARRIED

**2014 Municipal Grant Request**

**RESOLUTION NO. 2014-05-11**

RESOLVED THAT the General Government Committee does hereby recommend to Council that it approve the offsetting of rental fees for the RecPlex to the Rotary Club for the Annual Rotary Gala and the Hike for Hospice in the amount of \$1,598; and,

FURTHER THAT it approve a grant in the amount of \$2,000 to the Wasaga Beach Lions Club to offset the room rental fees for their Annual Home and Garden Show; and,

FURTHER THAT it approve a grant in the amount of \$1,500 to the Wasaga Beach Nancy Island Lions Club to offset the room rental fees for Euchre Tournaments held in 2014.

CARRIED

**Financial Disclosure Requirements – Ont. Reg. 284/09**

**RESOLUTION NO. 2014-05-12**

RESOLVED THAT the General Government Committee does hereby recommend to Council that it receive the report addressing the financial disclosure requirements as outlined in Ontario Regulation 284/09 with respect to amortization expense being excluded from the 2014 budget.

CARRIED

**2014 Software Licence & Maintenance Budget Variance**

**RESOLUTION NO. 2014-05-13**

RESOLVED THAT the General Government Committee does hereby recommend to Council that it approve the budget variance for Software Licences and Maintenance of \$5,320 plus applicable taxes for the design and programming of the automation of the synchronization and billing request files that are necessary due to the update of the Sensus software system; and,

FURTHER THAT this budget variance be funded through the Water Reserves.

CARRIED

**Breakdown of the Municipal Tax Levy on Tax Bills**

**RESOLUTION NO. 2014-05-14**

RESOLVED THAT the General Government Committee does hereby receive the Deputy Treasurer's Report on the Breakdown of the Municipal Tax Levy on the Town's Tax Bills, for information.

CARRIED

**Accounts – April 1-30, 2014**

**RESOLUTION NO. 2014-05-15**

RESOLVED THAT the April 2014 Accounts as reviewed by General Government Committee, are hereby confirmed.

CARRIED

Respectively Submitted,

Ron Anderson, Councillor  
Chair, General Government Committee



## GENERAL GOVERNMENT COMMITTEE

### REPORT

Held Thursday, May 15, 2014 at 2:30 p.m.  
Classroom, Town Hall

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#### **PRESENT:**

R. Anderson	Councillor/Chair
D. Foster	Deputy Mayor
S. Wells	Councillor
C. Patterson	Mayor
M. Bercovitch	Councillor
G. Vadeboncoeur	Chief Administrative Officer
T. Nicholson	Clerk
P. Archdekin	Deputy Clerk
D. Vincent	Sr. MLEO
M. Quinlan	Treasurer
J. Legget	EDCCO

#### **ABSENT:**

G. Watson	Councillor
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#### **1. CALL TO ORDER**

Councillor Anderson called the meeting to order at 2:30 p.m.

#### **2. DISCLOSURE OF PECUNIARY INTEREST**

Councillor Wells declared a Pecuniary Interest with respect to the EDCCO Report Item b) 1391 Mosley Street Façade Improvement as it relates to an immediate family member.

#### **3. DELEGATIONS/PRESENTATIONS - None**

#### **4. UNFINISHED BUSINESS**

- a) Sign By-Law (reviewed) – March 12, 2009

#### **5. DEPARTMENT REPORTS**

##### **Municipal Law Enforcement**

Councillor Anderson noted that Councillor Bercovitch is sitting in for Councillor Watson and appointed as a voting member for this meeting.

**a) Monthly Report – April 2014**

MOVED BY M. BERCOVITCH  
SECONDED BY C. PATTERSON

RESOLUTION NO. 2014-05-01

RESOLVED THAT the General Government Committee does hereby receive the April 2014 Municipal Law Enforcement Department's Report, for information.

CARRIED

**b) A By-Law to provide for Municipal Orders & Remedial Actions**

Councillor Bercovitch inquired how this By-Law will help staff. Mr. Vincent advised that property issues that have not elevated to property standards issues could be dealt with immediately without having to go to court. For example the Clear Yards By-Law; staff could cut the grass immediately without having to go to Court. There still remains the option to proceed to Court; however, that doesn't get the grass cut. It is a tool to take immediate action to remedy a situation without going through the longer process of Property Standards or Court. It was then;

MOVED BY C. PATTERSON  
SECONDED BY S. WELLS

RESOLUTION NO. 2014-05-02

RESOLVED THAT the General Government Committee does hereby recommend to Council that a new By-Law to provide for the use of Municipal Orders and other Remedial Actions, be adopted.

CARRIED

**c) Municipal Law Enforcement Accounts – April 2014****Economic Development and Communications****a) Monthly Report – April 2014**

Deputy Mayor Foster noted the Electric Elements is not for 50,000 people. He inquired if By-Law Officers are increasing staffing for the event. Mr. Vincent advised that everyone will be working and it is expected about 7,000 people will attend.

Ms. Legget advised that there will be twenty four (24) specific officers for Electric Elements and regular policing if required. Mr. Vincent added that the twenty four (24) Officers are paid duty and there will be paid Ambulance duty and Drug Squad, K9 Unit, a Mobile Unit set up by Bananas. They are fully prepared and more manpower is available if needed. Deputy Mayor Foster noted the Noise By-Law will be enforced.

Mayor Patterson inquired if the normal pre-long weekend meeting has been held to which Mr. Vincent responded it had. It was then;

MOVED BY S. WELLS

SECONDED BY M. BERCOVITCH

RESOLUTION NO. 2014-05-03

RESOLVED THAT the General Government Committee does hereby receive the April 2014 Economic Development and Corporate Communication Officer's Report, for information.

CARRIED

**b) Park Beach Apartments – 1391 Mosley Street**

Councillor Wells previously declared Pecuniary Interest was noted and he left the meeting.

Councillor Anderson inquired what type of establishment this was. Ms. Legget responded that it is Tourist Accommodation, but has been identified in the TAC property review. As of the application, it is Tourist Accommodation and is within the guidelines. It was then;

MOVED BY M. BERCOVITCH

SECONDED BY C. PATTERSON

RESOLUTION NO. 2014-05-04

RESOLVED THAT the General Government Committee does hereby recommend to Council that it approve Mr. John Wells' application for funding under the Façade Improvement Program in the amount of \$2,000.00 for signage improvements to Park Beach Apartments (formerly Leisure Court Apartments) and painting of street facing sides of the building located at 1391 Mosley Street, subject to Mr. Wells meeting all the Town's requirements at the time of releasing the grant.

CARRIED

Councillor Wells resumed his place at the table.

**c) Economic Development & Communications Accounts – April 2014**

**Administration**

**a) Correspondence (2) from the Muskoka District Health Unit with respect to Wine Outlet expansion into Farmers Markets**

Mayor Patterson noted that he sits on the Simcoe Muskoka District Health Board and supported this motion at the Board. It was then;



MOVED BY C. PATTERSON  
SECONDED BY S. WELLS

RESOLUTION NO. 2014-05-05

RESOLVED THAT the General Government Committee does hereby recommend to Council that it receive the correspondence from the Simcoe Muskoka District Health Unit to Premier Wynne and to the Simcoe County Mayors and Councillors with respect to the Regulation of Wine Outlet expansion into Farmers Markets, for information.

CARRIED

**b) Beer Store Correspondence – Expanding Sales to Convenience Stores**

Mayor Patterson noted he also supported this motion at the Board meeting. It was then;

MOVED BY S. WELLS  
SECONDED BY C. PATTERSON

RESOLUTION NO. 2014-05-06

RESOLVED THAT the General Government Committee does hereby recommend to Council that it receive the correspondence from the Beer Store with respect to expanded sales, for information.

CARRIED

Councillor Wells noted that technically, even though the news on several radio stations refers to Kathleen Wynne as the Premier, due to the call of a Provincial Election she no longer holds that Office and is presently the leader of the Liberal Party as the others running are leaders of their own Parties.

**c) County Correspondence - FCM Umbrella Membership**

Councillor Bercovitch inquired if the Clerk can provide an update on the Election. The Chief Administrative Officer responded that something could be prepared for the next meeting. It was then;

MOVED BY M. BERCOVITCH  
SECONDED BY C. PATTERSON

RESOLUTION NO. 2014-05-07

RESOLVED THAT the General Government Committee does hereby recommend to Council that it receive the correspondence from the County with respect to FCM Membership – Umbrella Membership, for information.

CARRIED

**d) Clerk's Department First Quarter Report - 2014**

MOVED BY S. WELLS

SECONDED BY M. BERCOVITCH

RESOLUTION NO. 2014-05-08

RESOLVED THAT the General Government Committee does hereby receive the 2014 Clerk's Department (Records Management, Election, Land, Cemetery, Accessibility and Historical Advisory Committees, By-Law, Parking and Animal Control) First Quarter Report, for information.

CARRIED

**e) Historical Advisory Committee Minutes – February 24, 2014**

MOVED BY C. PATTERSON

SECONDED BY S. WELLS

RESOLUTION NO. 2014-05-09

RESOLVED THAT the General Government Committee does hereby receive the Minutes of the Historical Advisory Committee held February 24, 2014, for information.

CARRIED

**f) Historical Advisory Committee Minutes – April 7, 2014**

MOVED BY C. PATTERSON

SECONDED BY M. BERCOVITCH

RESOLUTION NO. 2014-05-10

RESOLVED THAT the General Government Committee does hereby receive the Minutes of the Historical Advisory Committee held April 7, 2014, for information.

CARRIED

**g) Treasurer – 2014 Municipal Grant Requests**

MOVED BY C. PATTERSON

SECONDED BY M. BERCOVITCH

RESOLUTION NO. 2014-05-11

RESOLVED THAT the General Government Committee does hereby recommend to Council that it approve the offsetting of rental fees for the RecPlex to the Rotary Club for the Annual Rotary Gala and the Hike for Hospice in the amount of \$1,598; and,

FURTHER THAT it approve a grant in the amount of \$2,000 to the Wasaga Beach Lions Club to offset the room rental fees for their annual Home and Garden Show; and,

FURTHER THAT it approve a grant in the amount of \$1,500 to the Wasaga Beach Nancy Island Lions Club to offset the room rental fees for Euchre Tournaments held in 014.

CARRIED

**h) Treasurer – Financial Disclosure Requirements – Ont. Reg. 284/09**

MOVED BY C. PATTERSON

SECONDED BY S.WELLS

RESOLUTION NO. 2014-05-12

RESOLVED THAT the General Government Committee does hereby recommend to Council that it receive the report addressing the financial disclosure requirements as outlined in Ontario Regulation 284/09 with respect to amortization expense being excluded from the 2014 budget.

CARRIED

**i) Treasurer - 2014 Software Licence & Maintenance Budget Variance**

MOVED BY M. BERCOVITCH

SECONDED BY S. WELLS

RESOLUTION NO. 2014-05-13

RESOLVED THAT the General Government Committee does hereby recommend to Council that it approve the budget variance for Software Licenses & Maintenance of \$5,320 plus applicable taxes for the design and programming of the automation of the synchronization and billing request files that are necessary due to the update of the Sensus software system; and,

FURTHER THAT this budget variance be funded through the Water Reserves.

CARRIED

**j) Deputy Treasurer – Breakdown of the Municipal Tax Levy on Tax Bills**

MOVED BY C. PATTERSON

SECONDED BY S. WELLS

RESOLUTION NO. 2014-05-14

RESOLVED THAT the General Government Committee does hereby receive the Deputy Treasurer's Report on the Breakdown of the Municipal Tax Levy on the Town's Tax Bills, for information.

CARRIED

**k) Council and Administration Accounts – April 1-30, 2014**

MOVED BY S. WELLS

SECONDED BY M. BERCOVITCH

RESOLUTION NO. 2014-05-15

RESOLVED THAT the April 2014 Accounts as reviewed by General Government Committee, are hereby confirmed.

CARRIED

**6. OTHER AGENCY REPORTS - None**

**7. DATE OF NEXT MEETING – June 12, 2014**

**8. ADJOURNMENT**

# COMMITTEE CHAIR REPORT



**TO:** Council

**FROM:** Councillor George Watson, Chair  
Community Services Committee

**SUBJECT:** Actions from May 20, 2014 Community Services Committee Meeting

**DATE:** May 27, 2014

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## **RECOMMENDATION**

That Council adopt the Community Services Committee Report dated May 20, 2014, as circulated, and approve all the actions contained therein.

## **BACKGROUND**

Listed below are the actions resulting from the Community Services Committee meeting held on May 20, 2014. They are before Council for consideration.

## **ACTIONS**

### **Little Free Libraries Book Houses**

**Resolution No. 2014-05-01**

RESOLVED THAT the Community Services Committee does hereby receive the Little Free Libraries report for information.

CARRIED

### **OPP 2014 Summer Policing**

**Resolution No. 2014-05-02**

RESOLVED THAT the Community Services Committee does hereby recommend to Council that it receive the report from the CAO on the allocation of the 10 Ontario Provincial Police Officers for the 2014 summer season – June 26th to September 1st.

CARRIED

### **Community Policing Minutes – March 2014**

**Resolution No. 2014-05-03**

RESOLVED THAT the Community Services Committee does hereby receive the March 2014 Community Policing Meeting Minutes, for information.

CARRIED

### **Policing Accounts**

**Resolution No. 2014-05-04**

RESOLVED THAT the Policing accounts for the month of April 2014, as reviewed by the Community Services Committee, are hereby confirmed.

CARRIED

**Library Board Minutes**

**Resolution No. 2014-05-05**

RESOLVED THAT the Community Services Committee does hereby receive the March 2014 Library Board Meeting Minutes, for information.

CARRIED

**Library 2013 Year in Review**

**Resolution No. 2014-05-06**

RESOLVED THAT the Community Services Committee does hereby recommend to Council that it receive the Wasaga Beach Public Library 2013 Year in Review report for information.

CARRIED

**Chamber of Commerce Report**

**Resolution No. 2014-01-07**

RESOLVED THAT the Community Services Committee does hereby receive the April 2014 Chamber of Commerce Report, for information.

CARRIED

**Fire Department Report**

**Resolution No. 2014-05-08**

RESOLVED THAT the Community Services Committee does hereby receive the May 2014 Fire Department Report, for information.

CARRIED

**Fire Department Accounts**

**Resolution No. 2014-05-09**

RESOLVED THAT the Fire Department accounts for the month of April 2014, as reviewed by the Community Services Committee, are hereby confirmed.

CARRIED

**Special Event Report**

**Resolution No. 2014-05-10**

RESOLVED THAT the Community Services Committee does hereby receive the Special Events Report for information.

CARRIED

**Pepsi™ Event Dome**

**Resolution No. 2014-05-11**

RESOLVED THAT the Community Services Committee does hereby recommend to Council that it approve hosting the Pepsi™ Experience event from July 18th – August 4th, 2014 at 13 Main Street (former dome site) and;

FURTHER THAT a rental fee of \$500.00 be paid by SDI Marketing for the use of the Town owned portion of 13 Main Street, subject to an Agreement with SDI Marketing outlining the particulars of the event.

CARRIED

**Georgian Triangle Music Festival****Resolution No. 2014-05-12**

RESOLVED THAT the Community Services Committee does hereby recommend to Council the approval of the Georgian Triangle Music Festival on July 4th through to the 7th, 2014 at a variety of venues in Wasaga Beach and;

FURTHER THAT the Town provides 3 parking passes to be used in the 3rd Street lot for set up crew on Saturday, July 5th only and;

FURTHER THAT a \$2,500.00 sponsorship be provided to support marketing and data (survey) collection efforts to ensure its future expansion and success.

CARRIED

**Kitefest Approval****Resolution No. 2014-05-13**

RESOLVED THAT the Community Services Committee does hereby recommend to Council that it approve the hosting of the annual Chamber of Commerce Kitefest on June 14 & 15, 2014 at Beach Area Two and;

FUTHER THAT the Town of Wasaga Beach provides 15 parking passes to be used exclusively in 3rd Street parking lot for participants valid only on June 14 & 15, 2014.

CARRIED

**Multisport Canada Triathlon****Resolution No. 2014-05-14**

RESOLVED THAT the Community Services Committee does hereby recommend to Council that it approve holding the annual Multisport Canada Triathlon in Festival Square (Playland Parking Lot) on September 6 & 7, 2014.

CARRIED

**Not So Pro Beach Volleyball Tournament****Resolution No. 2014-05-15**

RESOLVED THAT the Community Services Committee does hereby recommend to Council to grant permission for hosting the Not So Pro Beach Volleyball Tournament on July 5 & 6, 2014 at Beach Area Two and;

FUTHER THAT the Town of Wasaga Beach provides up to 15 parking passes to be used exclusively in 3rd Street parking lot for event staff valid only on July 5 & 6, 2014.

CARRIED

**Ontario Stand Up Paddle (SUP) Board Race****Resolution No. 2014-05-16**

RESOLVED THAT the Community Services Committee does recommend to Council that it approve the Ontario Stand Up Paddle Board Race on June 28th, 2014 at Beach Area Two and the Municipal picnic area at Beach Two from 9am until 6pm. (Rain date June 29th, 2014) and;

FURTHER THAT the Town of Wasaga Beach provides 12 parking passes to be used exclusively in 3rd Street parking lot for sponsors valid only on June 28th (rain date June 29th), 2014.

CARRIED

**Town of Wasaga Beach, 40th Birthday Picnic****Resolution No. 2014-05-17**

RESOLVED THAT the Community Services Committee does hereby does hereby recommend to Council that it approve the hosting of the Town of Wasaga Beach, 40th Birthday Picnic event in the park/picnic at Beach Area Two on Sunday, June 15th, 2014 from 11am until 2pm and;

FURTHER THAT the Town of Wasaga Beach provides free parking in the municipal lots valid only on June 15, 2014 until 3pm for this community event and;

FURTHER THAT the Town of Wasaga Beach approves a budgeted amount of up to \$3,000 for this event.

CARRIED

**Canada Day Celebration****Resolution No. 2014-05-18**

RESOLVED THAT the Community Services Committee does hereby recommend to Council that it approve the hosting of Canada Day celebrations at Stonebridge Town Centre and in Festival Square on Tuesday, July 1st, 2014 from 10am until 11pm and;

FURTHER THAT the Town of Wasaga Beach provides free parking in the municipal lots at Beach Area One and Two valid only on July 1st, 2014 from 4pm until 11pm for this community event and;

FURTHER THAT the entire Playland Parking lot (Festival Square) be closed on Tuesday, July 1st and;

FURTHER the Town of Wasaga Beach approves a budgeted amount of up to \$10,000 for this event.

CARRIED

**Inaugural Wacky Boat Regatta****Resolution No. 2014-05-19**

RESOLVED THAT the Community Services Committee does hereby recommend to Council that it approve hosting the Inaugural Wacky Boat Regatta on Sunday, September 7th from 8am until 4pm at Nancy Island Historic Site and Nottawasaga River and;

FURTHER THAT the Nancy Island lot be closed on Sunday, September 7th at 6am and reopen after 4pm and;

FURTHER the Town of Wasaga Beach approves a budgeted amount of up to \$6,000 to assist with launching this annual event.

CARRIED

**Special Event Accounts****Resolution No. 2014-05-20**

RESOLVED THAT the Special Events Department accounts for the month of April 2014, as reviewed by the Community Services Committee, are hereby confirmed.

CARRIED



**Parks, Facilities and Recreation Report**

**Resolution No. 2014-05-21**

RESOLVED THAT the Community Services Committee does hereby receive the Parks, Facilities and Recreation monthly activity report as information.

CARRIED

**Barrie Colts Hockey School Contract**

**Resolution No. 2014-05-22**

RESOLVED THAT the Community Services Committee does hereby recommend to Council to authorize the Mayor and Clerk to enter into an agreement, with Barrie Colts Hockey School, to operate a summer hockey program at the Wasaga Stars Arena for a five (5) year period to be reviewed annually based on satisfactory performance.

CARRIED

**Yard Sale Request**

**Resolution No. 2014-05-23**

RESOLVED THAT the Community Services Committee does hereby support the Manager of Parks, Facilities and Recreations recommendation to allow the Re/Max Yard Sale For The Cure event to take place in the RecPlex Parking lot on Saturday, May 24, 2014.

CARRIED

**Trailer Mounted Mobile Stage**

**Resolution No. 2014-05-24**

RESOLVED THAT the Community Services Committee does hereby recommend to Council that the Request For Proposal #2014-01-PF&R, for the supply of a Trailer Mounted Mobile Stage be awarded to Stageline Mobile Stage Inc. in the amount of \$149,261.70 (incl. HST).

CARRIED

**Parks, Facilities and Recreation Accounts**

**Resolution No. 2014-05-25**

RESOLVED THAT the departmental accounts for the month of April 2014, as reviewed by Community Services Committee, are hereby confirmed.

CARRIED

Respectively Submitted,

Councillor George Watson,  
Chair, Community Services Committee



## COMMUNITY SERVICES COMMITTEE

### REPORT

Meeting held Tuesday May 20, 2014 at 8:30 a.m.  
In the Classroom, Town Hall

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#### PRESENT:

C. Patterson	Mayor
G. Watson	Councillor/Chair
M. Bercovitch	Councillor
N. Bifulchi	Councillor
G. Vadeboncoeur	Chief Administrative Officer/Deputy Clerk
M. McWilliam	Fire Chief
G. Reinders	Manager of Parks, Facilities and Recreation
J. Legget	EDCO
P. Lehr	Special Events Coordinator (Acting)
L. Licharson	Huron West OPP
J. Fisher	Ministry of Natural Resources
T. McCrea	Chamber of Commerce
J. Beaudin	Wasaga Beach Library
K. Wagner	Recording Secretary

#### ABSENT:

R. Anderson	Councillor
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#### 1. CALL TO ORDER

Councillor Watson called the meeting to order at 8:30 a.m.

#### 2. DISCLOSURE OF PECUNIARY INTEREST – None

#### 3. DEPUTATIONS/PRESENTATIONS

##### a) **Ms. Neylan, President of the Prime Time Club with respect to the acquiring more space for activities at the Wasaga Beach RecPlex.**

Ms. Neylan provided background information to the Committee with respect to the Prime Time Club. She highlighted that it was incorporated in 1985 and the club is a non-profit organization. Ms. Neylan spoke with respect to the history of the building and described details on how the club was able to completely renovate the interior rooms through fundraising and government grant approvals. She pointed out that the Prime Time Club has over 800 members and offers approximately 31 activity programs 6 days a week. Ms. Neylan spoke with regards to acquiring the space that is currently being utilized by the Wasaga Beach Co-op Nursery Day Care Program at the RecPlex. She mentioned that the day care program is only using this space a few hours a day from Monday through Friday and does not run a program during the summer season. The Executive of the Prime Time Club is looking to expand and is requesting to acquire the use of this valuable space. Councillor Watson thanked Ms. Neylan for her presentation and asked if Committee had any questions or comments.

Mr. Vadeboncoeur spoke with respect to the cost involved to renovate the space that is currently being used by the daycare centre. Ms. Neylan pointed out the Prime Time Club understands that they would be responsible for any of the renovation costs incurred to utilize the additional space. Mr. Vadeboncoeur pointed out this request will be brought back to this Committee for further discussion once a meeting takes place with the Wasaga Beach Co-op Nursery Day Care to discuss their needs and if relocating is a feasible option for them. A brief discussion took place.

**b) Mrs. Beaudin, Chief Librarian with respect to the Little Library Project.**

Mrs. Beaudin pointed out that the Little Free Library operates through a “take a book, return a book” concept. She highlighted that the Wasaga Beach Woodworker’s Club has made four Little Free Library Bookhouses that are similar to the ones found in Toronto and other communities. Mrs. Beaudin mentioned various locations throughout Wasaga Beach are being considered and thought the bookhouses may only operate throughout spring, summer and fall depending on the location. She advised Committee that the Library will check the bookhouses on a weekly basis to ensure appropriate usage and material content. Councillor Bercovitch inquired on how they are going to inform the public with respect to the proper use of these bookhouses. Mrs. Beaudin indicated that the Library will be addressing any issues as they arise. Councillor Watson thanked the Library and Wasaga Beach Woodworker’s Club for their dedication on this project. A brief discussion took place and it was then;

MOVED BY M. BERCOVITCH

SECONDED BY N. BIFOLCHI

RESOLUTION NO. 2014-05-01

RESOLVED THAT the Community Services Committee does hereby recommend to Council that it receive the Little Free Libraries report for information.

CARRIED

**4. UNFINISHED BUSINESS – None**

**5. OTHER AGENCY REPORTS**

**OPP**

**a) OPP Report**

Sergeant Licharson reviewed the OPP Calls for Service for the month of April and noted that the calls are fairly consistent with previous years. He then reviewed the auxiliary hours and foot patrols. Sergeant Licharson spoke briefly regarding the calls for service during the Victoria Day weekend indicating there were no significant concerns. He advised Committee of a new vehicle unit that is being utilized to scan license plates. This unit has a device that can detect expired license plates, offenses, tickets and also vehicles that have been reported as stolen. A brief discussion took place.

**b) OPP 2014 Summer Policing**

Mr. Vadeboncoeur advised Committee that the OPP Summer Policing complement this year is 10 Officers, down two Officers from last year. Councillor Watson asked if there were any questions or comments. A brief discussion ensued with respect to the cost savings for this year. It was then;

MOVED BY N. BIFOLCHI

SECONDED BY M. BERCOVITCH

RESOLUTION NO. 2014-05-02

RESOLVED THAT the Community Services Committee does hereby recommend to Council that it receive the report from the CAO on the allocation of the 10 Ontario Provincial Police Officers for the 2014 summer season – June 26th to September 1st.

CARRIED

**c) Minutes from the Community Policing Meeting – March 2014**

Councillor Watson asked if there were any questions or comments relating to the Community Policing Minutes and there were none. It was then;

MOVED BY N. BIFOLCHI

SECONDED BY M. BERCOVITCH

RESOLUTION NO. 2014-05-03

RESOLVED THAT the Community Services Committee receive the March 2014 Community Policing Meeting Minutes, for information.

CARRIED

**d) Policing Accounts – April 2014**

Councillor Watson asked if there were any questions or comments relating to the Policing Accounts. Councillor Bercovitch made comment on the Minister of Finance credit for 2013 Policing Costs on the Policing Cheque Register. It was then;

MOVED BY N. BIFOLCHI

SECONDED BY M. BERCOVITCH

RESOLUTION NO. 2014-05-04

RESOLVED THAT the Policing accounts for the month of April 2014, as reviewed by the Community Services Committee, are hereby confirmed.

CARRIED

**MNR**

Mr. Fisher informed Committee that he had been on an assignment in Toronto for the past six (6) weeks and was unable to attend the last meeting. He then circulated to the Committee a copy of the Ontario Parks Wasaga Beach 2014 Information Guide. Mr. Fisher provided an update on the status of the piping plovers nesting at Beach Area 1, indicating the restricted area is now fenced off and being monitored. Mr. Fisher advised Committee that this will be the 8<sup>th</sup> year that Wasaga Beach has been awarded the Blue Flag Designation. He then provided an update with respect to a number of projects that are underway.

Councillor Watson asked if there were any questions or comments. Councillor Bercovitch spoke in regards to a recent incident involving a bond fire within the Ministry's property. Mr. Fisher provided clarification on the protocol for his staff attending situations similar to this one. Mr. Vadeboncoeur inquired if the piping plovers were nesting at the New Wasaga beach location this year and if the 10 grooming restriction still applies. Mr. Fisher explained in previous years piping plovers have nested in New Wasaga and that site will be restricted for a 10 year period as per the Ontario's Endangered Species Act. Mr. Fisher addressed several more inquiries and provided clarification.

### **Library**

#### **a) Minutes of the Library Board Meeting – March 2014**

Councillor Watson asked if there were any questions or comments relating to the minutes of the Library Board Meeting. Councillor Bercovitch expressed his concerns with respect to an expense under the Library's building maintenance account. A brief discussion took place regarding leased equipment and maintenance fees. It was then;

MOVED BY M. BERCOVITCH  
SECONDED BY N. BIFOLCHI

RESOLUTION NO. 2014-05-05

RESOLVED THAT the Community Services Committee does hereby receive the March 2014 Library Board Meeting Minutes, for information.

CARRIED

#### **b) Wasaga Beach Public Library 2013 Year in Review**

Councillor Watson asked if there were any questions or comments relating to the Wasaga Beach Public Library 2013 Year in Review and there were none. It was then;

MOVED BY M. BERCOVITCH  
SECONDED BY N. BIFOLCHI

RESOLUTION NO. 2014-05-06

RESOLVED THAT the Community Services Committee does hereby recommend to Council that it receive the Wasaga Beach Public Library 2013 Year in Review report for information.

CARRIED

### **CHAMBER OF COMMERCE**

#### **a) Chamber of Commerce Report – April 2014**

Councillor Watson asked if there were any questions or comments relating to the Chamber of Commerce Report and there were none .It was then;

MOVED BY N. BIFOLCHI  
SECONDED BY M. BERCOVITCH

RESOLUTION NO. 2014-05-07

RESOLVED THAT the Community Services Committee does hereby receive the April 2014 Chamber of Commerce Report, for information.

CARRIED

## 6. DEPARTMENT REPORTS

### Fire Department

#### a) Fire Department Report – May 2014

Chief McWilliam reviewed the calls for service for the month of April indicating there were no notable calls. He then provided details of a recent bush fire just off Powerline Road. Chief McWilliam advised Committee that the Fire Hazard Rating Signs are now in place at the Town entrances. He then mentioned that over the long weekend the Fire Department responded to 15 calls for service and none of them were related to the Electric Elements Event. Councillor Watson asked if there were any questions or comments. Mayor Patterson commended Chief McWilliam for his presentation at the recent Chamber of Commerce breakfast meeting. It was then;

MOVED BY M. BERCOVITCH  
SECONDED BY N. BIFOLCHI

RESOLUTION NO. 2014-05-08

RESOLVED THAT the Community Services Committee does hereby receive the May 2014 Fire Department Report, for information.

CARRIED

#### b) Fire Department Accounts – April 2014

Councillor Watson asked if Committee members had any questions related to the Fire Department accounts and there were none. It was then;

MOVED BY M. BERCOVITCH  
SECONDED BY N. BIFOLCHI

RESOLUTION NO. 2014-05-09

RESOLVED THAT the Fire Department accounts for the month of April 2014, as reviewed by the Community Services Committee, are hereby confirmed.

CARRIED

### Special Events

#### a) Special Event Report – May 2014

Ms. Lehr highlighted the success of the Electric Elements Event indicating that approximately 6,000 people attended the event. She has reached out to the local business owners asking for their feedback on this event. Discussion occurred in regards to the how well the event was planned and organized. Ms. Lehr then provided a brief update on the upcoming Wasaga Grand Prix event. It was then;

MOVED BY N. BIFOLCHI  
SECONDED BY M. BERCOVITCH

RESOLUTION NO. 2014-05-10

RESOLVED THAT the Community Services Committee does hereby receive the Special Events Report, for information.

CARRIED

**b) Pepsi™ Event Dome**

Ms. Lehr introduced Mr. Wood a representative from SDI Marketing to promote the new Pepsi brand. She highlighted that Wasaga Beach was chosen as one of the desired community locations this summer to promote the new Pepsi brand. Councillor Watson asked if there were any questions or comments and there were none. It was then;

MOVED BY N. BIFOLCHI

SECONDED BY M. BERCOVITCH

RESOLUTION NO. 2014-05-11

RESOLVED THAT the Community Services Committee does hereby recommend to Council that it approve hosting the Pepsi™ Experience event from July 18th – August 4th, 2014 at 13 Main Street (former dome site) and;

FURTHER THAT a rental fee of \$500.00 be paid by SDI Marketing for the use of the Town owned portion of 13 Main Street, subject to an Agreement with SDI Marketing outlining the particulars of the event.

CARRIED

**c) Georgian Triangle Music Festival**

Ms. Lehr indicated that this will be the second year for the Georgian Triangle Music Festival and indicated the venues are all in Wasaga Beach. She mentioned that the event organizers are hoping to expand the event to other areas within the Georgian Triangle. Committee discussed the logistics of the event and Councillor Bifulchi inquired on how the venues were chosen. Councillor Bercovitch also inquired how other local businesses are contributing to this event. Ms. Lehr provided clarification. Mayor Patterson asked that the organizers provide a financial statement from last year and this year and then he will support the event. Ms. Lehr will follow up with event organizers on this request. A brief discussion took place. It was then;

MOVED BY N. BIFOLCHI

SECONDED BY M. BERCOVITCH

RESOLUTION NO. 2014-05-12

RESOLVED THAT the Community Services Committee does hereby recommend to Council the approval of the Georgian Triangle Music Festival on July 4th through to the 7th, 2014 at a variety of venues in Wasaga Beach and;

FURTHER THAT the Town provides 3 parking passes to be used in the 3rd Street lot for set up crew on Saturday, July 5th only and;

FURTHER THAT a \$2,500.00 sponsorship be provided to support marketing and data (survey) collection efforts to ensure its future expansion and success.

CARRIED

**d) Kitefest Approval**

Ms. Lehr briefly reviewed the Kitefest report. Councillor Watson asked if there were any questions or comments and there were none. It was then;

MOVED BY N. BIFOLCHI

SECONDED BY M. BERCOVITCH

RESOLUTION NO. 2014-05-13

RESOLVED THAT the Community Services Committee does hereby recommend to Council that it approve the hosting of the annual Chamber of Commerce Kitefest on June 14 & 15, 2014 at Beach Area Two and;

FUTHER THAT the Town of Wasaga Beach provides 15 parking passes to be used exclusively in 3rd Street parking lot for participants valid only on June 14 & 15, 2014

CARRIED

**e) Multisport Canada Triathlon**

Ms. Lehr advised Committee that a recent meeting was held to review the logistics of this event. Councillor Watson asked if there were any questions or comments and there were none. It was then;

MOVED BY M. BERCOVITCH

SECONDED BY N. BIFOLCHI

RESOLUTION NO. 2014-05-14

RESOLVED THAT the Community Services Committee does hereby recommend to Council that it approve holding the annual Multisport Canada Triathlon in Festival Square (Playland Parking Lot) on September 6 & 7, 2014.

CARRIED

**f) Not So Pro Beach Volleyball Tournament Approval**

Ms. Lehr highlighted that this will be the 16<sup>th</sup> year for the Not So Pro Beach Volleyball Tournament event in Wasaga Beach. A brief discussion occurred. It was then;

MOVED BY N. BIFOLCHI

SECONDED BY M. BERCOVITCH

RESOLUTION NO. 2014-05-15

RESOLVED THAT the Community Services Committee does hereby recommend to Council to grant permission for hosting the Not So Pro Beach Volleyball Tournament on July 5 & 6, 2014 at Beach Area Two and;

FUTHER THAT the Town of Wasaga Beach provides up to 15 parking passes to be used exclusively in 3rd Street parking lot for event staff valid only on July 5 & 6, 2014.

CARRIED



**g) Ontario Stand Up Paddle (SUP) Board Race Approval**

Ms. Lehr pointed out that this event will involve paddle board enthusiasts who will race from Northwinds Beach in Craighleith to Beach Area 2. She mentioned the event organizer anticipates an attendance of approximately 100 which included competitors and spectators. A brief discussion took place with respect to the location of the event. It was then;

MOVED BY M. BERCOVITCH

SECONDED BY N. BIFOLCHI

RESOLUTION NO. 2014-05-16

RESOLVED THAT the Community Services Committee does hereby recommend to Council that it approve the Ontario Stand Up Paddle Board Race on June 28th, 2014 at Beach Area Two and the Municipal Picnic Area at Beach Two from 9am until 6pm. (Rain date June 29th, 2014) and;

FURTHER THAT the Town of Wasaga Beach provides 12 parking passes to be used exclusively in 3rd Street parking lot for sponsors valid only on June 28th (rain date June 29th), 2014.

CARRIED

**h) Town of Wasaga Beach, 40th Birthday Picnic Approval**

Ms. Lehr mentioned that she met with the Historical Advisory Committee to discuss the Town's 40th Anniversary. She indicated that the Wasaga Beach Youth Centre will be providing complimentary beverages, candy floss, snow cones and popcorn by donation. A brief discussion ensued relating to other contributions. It was then;

MOVED BY N. BIFOLCHI

SECONDED BY M. BERCOVITCH

RESOLUTION NO. 2014-05-17

RESOLVED THAT the Community Services Committee does hereby recommend to Council that it approve the hosting of the Town of Wasaga Beach, 40th Birthday Picnic event in the park/picnic at Beach Area Two on Sunday, June 15th, 2014 from 11am until 2pm and;

FURTHER THAT the Town of Wasaga Beach provides free parking in the municipal lots valid only on June 15, 2014 until 3pm for this community event and;

FURTHER THAT the Town of Wasaga Beach approves a budgeted amount of up to \$3,000 for this event.

CARRIED

**i) Canada Day Celebration**

Ms. Lehr reviewed her report and spoke in regards to the several activities planned including a live band at Festival Square in the evening. Councillor Watson asked if there were any questions or comments and there were none. It was then;

MOVED BY M. BERCOVITCH  
SECONDED BY N. BIFOLCHI

RESOLUTION NO. 2014-05-18

RESOLVED THAT the Community Services Committee does hereby recommend to Council that it approve the hosting of Canada Day celebrations at Stonebridge Town Centre and in Festival Square on Tuesday, July 1st, 2014 from 10am until 11pm and;

FURTHER THAT the Town of Wasaga Beach provides free parking in the municipal lots at Beach Area One and Two valid only on July 1st, 2014 from 4pm until 11pm for this community event and;

FURTHER THAT the entire Playland Parking lot (Festival Square) be closed on Tuesday, July 1st and;

FURTHER the Town of Wasaga Beach approves a budgeted amount of up to \$10,000 for this event.

CARRIED

**j) Inaugural Wacky Boat Regatta Event**

Ms. Lehr provided background information to Committee on this event and noted that it is similar to an event which has been very successful in Nanaimo, BC. Councillor Watson asked if there were any questions or comments. A brief discussion took place and it was then;

MOVED BY N. BIFOLCHI  
SECONDED BY C. PATTERSON

RESOLUTION NO. 2014-05-19

RESOLVED THAT the Community Services Committee does hereby recommend to Council that it approve hosting the Inaugural Wacky Boat Regatta on Sunday, September 7th from 8am until 4pm at Nancy Island Historic Site and Nottawasaga River and;

FURTHER THAT the Nancy Island lot be closed on Sunday, September 7th at 6am and reopen after 4pm and;

FURTHER the Town of Wasaga Beach approves a budgeted amount of up to \$6,000 to assist with launching this annual event.

CARRIED

**k) Special Event Accounts – April 2014**

Councillor Watson asked if Committee members had questions related to the Special Events accounts and there were none. It was then;

MOVED BY N. BIFOLCHI  
SECONDED BY M. BERCOVITCH

RESOLUTION NO. 2014-05-20

RESOLVED THAT the Special Events Department accounts for the month of April 2014, as reviewed by the Community Services Committee, are hereby confirmed.

CARRIED

**Parks, Facilities and Recreation****a) Parks, Facilities and Recreation Report – May 2014**

Mr. Reinders provided an update on the Community Garden and advised that all 54 garden plots are rented. Committee discussed the success of the Community Garden and spoke with respect to a second garden location in the near future. Mr. Reinders then mentioned that staff is working hard to preparing the outdoor facilities for the summer season.

Mr. Reinders then spoke in regards to upcoming events and programs. He then provided background information on a campaign to plant 100 red poppies to recognize the men and women of World War 1. A brief discussion ensued. It was then;

MOVED BY N. BIFOLCHI

SECONDED BY M. BERCOVITCH

RESOLUTION NO. 2014-05-21

RESOLVED THAT the Community Services Committee does hereby receive the Parks, Facilities and Recreation monthly activity report as information.

CARRIED

**b) Barrie Colts Hockey School Contract**

Mr. Reinders reviewed his report by describing details on the updated proposed agreement with the Barrie Colts Hockey School. Councillor Watson asked if there were any questions or comments and there were none. It was then;

MOVED BY M. BERCOVITCH

SECONDED BY N. BIFOLCHI

RESOLUTION NO. 2014-05-22

RESOLVED THAT the Community Services Committee does hereby recommend to Council to authorize the Mayor and Clerk to enter into an agreement, with Barrie Colts Hockey School, to operate a summer hockey program at the Wasaga Stars Arena for a five (5) year period to be reviewed annually based on satisfactory performance.

CARRIED

**c) Yard Sale Request**

Mr. Reinders reviewed the request from Re/Max of Wasaga Beach to host their annual Canadian Breast Cancer Foundation Yard Sale for the Cure event. There being no questions it was then;

MOVED BY N. BIFOLCHI

SECONDED BY M. BERCOVITCH

RESOLUTION NO. 2014-05-23

RESOLVED THAT the Community Services Committee does hereby support the Manager of Parks, Facilities and Recreations recommendation to allow the Re/Max Yard Sale For The Cure event to take place in the RecPlex Parking lot on Saturday, May 24, 2014.

CARRIED

**d) Trailer Mounted Mobile Stage Recommendation**

Mr. Reinders provided background information on the Request For Proposals received and pointed out that the Stageline proposal met all the criteria laid out in the RFP. He then spoke with respect to the recommended options for the mobile stage. Mr. Reinders addressed several question and provided clarification. It was noted that the cost of the proposed stage is substantially less than what was budgeted. It was then;

MOVED BY N. BIFOLCHI

SECONDED BY M. BERCOVITCH

RESOLUTION NO. 2014-05-24

RESOLVED THAT the Community Services Committee does hereby recommend to Council that the Request For Proposal #2014-01-PF&R, for the supply of a Trailer Mounted Mobile Stage be awarded to Stageline Mobile Stage Inc. in the amount of \$149,261.70 (incl. HST).

CARRIED

**e) Parks, Facilities and Recreation Accounts – April 2014**

Councillor Watson asked if Committee members had any questions related to the Parks, Facilities and Recreation Accounts and there were none. It was then;

MOVED BY M. BERCOVITCH

SECONDED BY N. BIFOLCHI

RESOLUTION NO. 2014-05-25

RESOLVED THAT the Parks, Facilities and Recreation for the month of April 2014, as reviewed by the Community Services Committee, are hereby confirmed.

CARRIED

Councillor Watson requested that Council receive a copy of the minutes from the Pre long weekend meetings as information. Chief McWilliam indicated that Mrs. Wagner will forward the Pre long weekend meetings minutes to Council from now on. He provided clarification on when the meetings are held.

**7. DATE OF NEXT MEETING**

Tuesday, June 17, 2014 at 8:30 a.m. in the Classroom.

**8. ADJOURNMENT**

Councillor Watson adjourned the meeting at 10:25 a.m.

## COMMITTEE CHAIR REPORT



**TO:** Council

**FROM:** Mayor Cal Patterson, Chair  
Committee of the Whole

**SUBJECT:** Actions from the May 20, 2014 Committee of the Whole Meeting

**DATE:** May 27, 2014

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### **RECOMMENDATION**

That Council adopt the Committee of the Whole Report dated May 20, 2014, as circulated, and approve all the actions contained therein.

### **BACKGROUND**

Listed below are the actions resulting from the Committee of the Whole meeting held on May 20, 2014. They are before Council for consideration.

### **ACTIONS**

#### **Tourist Accommodation Conversions Review Update**

**RESOLUTION NO. 2014-09-01**

RESOLVED THAT Committee of the Whole does hereby recommend to Council that it authorize staff to hold an Open House and Statutory Public Meeting for the proposed Official Plan and Zoning By-Law Amendments regarding the Tourist Accommodation Conversions Review.

CARRIED

#### **Affordable Community Transportation for Youth**

**RESOLUTION NO. 2014-09-02**

RESOLVED THAT the Committee of the Whole does hereby recommend to Council that it approve the Affordable Community Transportation for Youth Pilot Project; and,

FURTHER THAT Council authorize the Chief Administrative Officer to take steps necessary to implement the project commencing mid-June 2014, as per the direction provided by Committee of the Whole.

CARRIED

**CLOSED SESSION – Property matters update**

**RESOLUTION NO. 2014-09-03**

RESOLVED THAT pursuant to Section 239 of *The Municipal Act*, 2001, as amended, the next portion of the Committee of the Whole meeting be closed to the public to consider a proposed acquisition or disposition of land by the municipality.

CARRIED

**RESOLUTION NO. 2014-09-04**

RESOLVED THAT the Closed Session of the Committee of the Whole of May 20, 2014 meeting adjourns and the Open Session resumes.

CARRIED

**RESOLUTION NO. 2014-09-05**

RESOLVED THAT Committee of the Whole of May 20, 2014, does hereby confirm the direction given to the Chief Administrative Officer, in the Closed Session.

CARRIED

Respectfully submitted,

Cal Patterson, Mayor  
Chair, Committee of the Whole



## COMMITTEE OF THE WHOLE

### REPORT

Tuesday, May 20, 2014  
at 7:00 p.m.  
held in the Classroom

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#### **PRESENT:**

C. Patterson	Mayor
D. Foster	Deputy Mayor
R. Anderson	Councillor
N. Bifulchi	Councillor
M. Bercovitch	Councillor
G. Watson	Councillor
S. Wells	Councillor
G. Vadeboncoeur	Chief Administrative Officer
P. Archdekin	Deputy Clerk
R. Kelso	Manager of Planning & Development
N. Wukasch	Planner
G. Reinders	Manager of Parks, Recreation & Facilities
S. Brook	Youth Coordinator

#### **ABSENT:**

T. Nicholson	Clerk
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#### **1. CALL TO ORDER**

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

#### **2. DISCLOSURE OF PECUNIARY INTEREST**

Councillor Anderson and Councillor Watson both declared a Pecuniary Interest during the Closed Session verbal update on property matters due to business relationships.

#### **3. DEPUTATIONS, PETITIONS AND PUBLIC MEETINGS - None**

#### **4. UNFINISHED BUSINESS**

- a) Access to Beach front – L. Lanty – 20 September 2011
  - b) Township of Clearview Agreement - Commercial Sewage
- \*\*\*Will be removed from future Agendas

## 5. NEW BUSINESS

### a) Tourist Accommodation Conversions Review Update Recommendation for Public Meeting and Open House

Mr. Kelso and Mr. Wukash were welcomed to the table. Mayor Patterson noted that it is a lengthy report and perhaps Council members would like a workshop to have the Planning Department walk them through it. He has read the document twice and has a couple of concerns and issues. He inquired if every property owner has been talked to face to face.

Mr. Wukasch advised that they talked to as many as were willing to meet with staff face to face. Most of the twenty four property owners met with staff. One property owner did not wish to meet with them. He has been having phone conversations just to confirm the face to face meeting discussion and confirm they were still on the same page.

Mayor Patterson noted staff want to go ahead with the Public Meeting, but would be willing to have a discussion with Council members first.

Councillor Anderson suggested under cooking facilities that securing a toaster oven to the counter is carrying things a bit too far. He also suggested that the recommendations don't allow for the owner to have a change of mix. He would be willing to attend a meeting.

Councillor Bifulchi also agreed with a meeting. She inquired if owners are happy with where they would fall in categories. Mr. Wukasch indicated that for the most part everyone is satisfied and that is what we have been trying to confirm with phone conversations. He hoped that leading to and prior to the Public Meeting people will voice concerns. Most are happy to be rezoned.

Deputy Mayor Foster inquired if the Public Meeting has the twenty one (21) day notification period to which he was advised it does.

Councillor Bercovitch inquired if there was a review date set; no review date had been set. Councillor Bercovitch agreed with a workshop for Council.

Mayor Patterson felt this was a continuing work in progress.

Mr. Kelso advised that June 16<sup>th</sup> is a tentative date for a meeting with property owners and June 24<sup>th</sup> would be the Public Meeting at Council.

Councillor Anderson inquired if June 24<sup>th</sup> was good timing as businesses are ramping up for the summer.

Councillor Bifulchi suggested that the owners would want to know how their properties are going to be designated and could attend a Public Meeting for an hour.

Mayor Patterson once again stated it was a good report even though it was a tough read. It was then;



COWOC - May 20, 2014

MOVED BY S. WELLS  
SECONDED BY G. WATSON

RESOLUTION NO. 2014-09-01

RESOLVED THAT the Committee of the Whole does hereby recommend to Council that it authorize staff to hold an Open House and Statutory Public Meeting for the proposed Official Plan and Zoning By-Law Amendments regarding the Tourism Accommodation Conversions Review.

CARRIED

A Committee of the Whole meeting is to be scheduled for a Council workshop on the Tourism Accommodation Conversion Review before the Public Meeting.

**b) Affordable Community Transportation for Youth**

The Chief Administrative Officer requested Shelly Brook and Gerry Reinders assist with the presentation and they came to the table. Mr. Vadeboncoeur noted this topic was brought forward in the fall of 2013 to offer underprivileged youth the opportunity to avail themselves to get to our facilities. Some youth can't afford the standard bus pass and with the geography of the Town, can't participate. The program will be administered through Mrs. Brook with referrals from the YMCA, United Way and Health community partnerships for youth to be able to participate.

Mrs. Brook confirmed she would approve the subsidy through a referral system she will review.

Councillor Bifulchi supported the recommendation; however, there is a lot of youth who aren't considered underprivileged with both parents working and still could not afford the \$30.00 a month pass for each child. Councilor Bifulchi suggested the pass be for all youth.

Mayor Patterson requested that the CAO find out how many youth currently use the transit.

Councillor Wells agreed with Councillor Bifulchi's comments. While he supports the concept, he questioned how we would define under privileged. Councilor Wells did not feel staff should be making a decision on who can purchase a \$5.00 pass and who can't. There are many circumstances that \$30.00 is not affordable and where do we come up with a definition.

Mrs. Brook indicated that the organization that refers them sees the need and knows the youth that are in need.

Deputy Mayor Foster noted the YMCA has a process for their referrals and other community services can make the referrals.

Councillor Bercovitch supported offering every youth in Wasaga Beach a \$5.00 pass to get away from referrals and the staff time required to review and just get the youth using the transit. He felt it would benefit the Town in the long run.

Mayor Patterson noted with the transit system operating we need to get a feel for what youth are using it as this is a pilot project.

**COWOC - May 20, 2014**

Councillor Watson also supported letting all the youth have a \$5.00 pass and no referral system. He inquired of the age limit. Mrs. Brook indicated it would be youth 11 – 19 years of age. Committee supported a monthly \$5.00 pass for all youth during the pilot project. It was then;

MOVED BY N. BIFOLCHI

SECONDED BY G. WATSON

RESOLUTION NO. 2014-09-02

RESOLVED THAT the Committee of the Whole does hereby recommend to Council that it approve the Affordable Community Transportation for Youth Pilot Project; and,

Further That Council authorize the Chief Administrative Officer to take steps necessary to implement the project commencing mid-June 2014, as per the direction provided by Committee of the Whole.

CARRIED

**6. ITEMS FOR FUTURE MEETINGS**

- a) Review of Status of Business Park – Requested September 2013

**7. CLOSED SESSION**

- a) **Property matters**

MOVED BY S. WELLS

SECONDED BY N. BIFOLCHI

RESOLUTION NO. 2014-09-03

RESOLVED THAT pursuant to Section 239 of *The Municipal Act*, 2001, as amended, the next portion of the Committee of the Whole meeting be closed to the public to consider a proposed acquisition or disposition of land by the municipality.

CARRIED

Committee moved into Closed Session at 7:23 p.m.

The Chief Administrative Officer provided a brief update on matters of land acquisition or disposal that are before Council. The CAO advised he had three properties to speak to.

Councillor Anderson declared a Pecuniary Interest with the third property that was to be discussed as did Councillor Watson as the property owner is a client and left the meeting prior to when the update on the third property was provided. It was then;

MOVED BY S. WELLS

SECONDED BY M. BERCOVITCH

RESOLUTION NO. 2014-09-04

RESOLVED THAT the May 20, 2014 Closed Session of the Committee of the Whole meeting adjourns and the Open Session resumes.

CARRIED

Committee of the Whole moved back to Open Session at 7:40 p.m.

MOVED BY S. WELLS

SECONDED BY D. FOSTER

RESOLUTION NO. 2014-09-05

RESOLVED THAT the Committee of the Whole meeting of May 20, 2014, does hereby confirm the direction given to the Chief Administrative Officer, in the Closed Session.

CARRIED

## **8. ADJOURNMENT**

Mayor Patterson adjourned the meeting at 7:41 p.m.

**THE CORPORATION OF THE  
TOWN OF WASAGA BEACH**

**BY-LAW NO. 2014-\_\_**

**A BY-LAW TO AUTHORIZE EXECUTION OF A COLLECTIVE AGREEMENT  
BETWEEN CUPE LOCAL 3115 AND THE TOWN OF WASAGA BEACH**

WHEREAS Section 9 of the *Municipal Act, 2001*, as amended, grants municipalities the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under the Act;

AND WHEREAS signing agreements and documents is considered to be a natural person capacity, right, power or privilege;

AND WHEREAS the Council of The Corporation of the Town of Wasaga Beach deemed necessary and expedient that the Town of Wasaga Beach enter into a Collective Agreement with CUPE Local 3115 and the Town of Wasaga Beach;

NOW THEREFORE this Council of the Corporation of the Town of Wasaga Beach HEREBY ENACTS as follows:

1. THAT the Mayor and Clerk are hereby authorized to execute a Collective Agreement substantially in the same format, as attached hereto as Schedule "A" between CUPE Local 3115 and the Town of Wasaga Beach.
2. THAT upon final execution by all parties, that a copy of the said Agreement be attached as Schedule "A" to this By-Law.
3. THAT the Mayor's and the Clerk's authority and direction to execute the above noted Agreements and Documents extends to any renewal agreements or administrative amendments to the Agreements and Documents.
4. THAT this By-Law shall come into force and take effect on the date of its final passing.

READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED THIS 27<sup>th</sup> DAY OF MAY, 2014.

\_\_\_\_\_  
Cal Patterson, Mayor

\_\_\_\_\_  
Twyla Nicholson, Clerk

# **COLLECTIVE AGREEMENT**

Between:

**THE CORPORATION OF THE TOWN OF  
WASAGA BEACH**  
(hereinafter called the "Employer")

-and-

**THE CANADIAN UNION OF PUBLIC EMPLOYEES  
AND ITS LOCAL 3115**  
(hereinafter called the "Union")

**EXPIRY OF AGREEMENT: December 31, 2016**

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## **ARTICLE 1 – PURPOSE**

- 1.01 Whereas it is the desire of both parties to this Agreement to maintain and develop the relationship between the Corporation of the Town of Wasaga Beach and the members of the Canadian Union of Public Employees, Local 3115 and to promote co-operation and understanding between the Corporation and its employees, to recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions and efficiency of operations and to promote morale and well being of all employees included in the bargaining unit represented by the Union.

Therefore, to implement the foregoing, the parties mutually covenant and agree to the following articles and appendices.

Whenever the singular or masculine is used in this Agreement, it shall be considered as if the plural or feminine has been used where the context of the party or parties hereto so require.

## **ARTICLE 2 – RECOGNITION**

- 2.01 The Employer acknowledges the Union as the sole bargaining agent for all employees of the Corporation of the Town of Wasaga Beach in the Town of Wasaga Beach, save and except foremen, persons above the rank of foreman, office, clerical and technical staff, ambulance service, fire department, library staff, persons regularly employed for not more than twenty-four (24) hours per week and students employed during the school vacation period.

- 2.02 It is recognized that the Corporation of the Town of Wasaga Beach is responsible for the safety, health, comfort and general welfare of its citizens. Therefore, the Union agrees that it will, to the best of its ability, assist in the continued maintenance of services essential to the welfare and safety of the residents subject to the *Ontario Labour Relations Act* with regard to legal strikes.

- 2.03 **No Other Agreements**

No employee shall, except with concurrence of the Union, be required, or permitted to make a written or verbal agreement with the Employer or his representatives. Under no circumstances may an employee by-pass any provision of this Collective Agreement by taking his problems directly to the Council of the Municipality, or to any member of that Council.

- 2.04 The Employer agrees to provide employment data to the Union at the time of hiring or change of status of an employee eligible for membership in the bargaining unit.
- 2.05 Management shall not perform, contract, sub-contract, transfer or assign to any non-member, work regularly performed by the bargaining unit except in cases when all members are actively working (with the exception of approved leave and WSIB related absences) or in a safety and/or emergency situations.
- 2.06 The Corporation agrees there shall be no layoff or reduction in hours of any permanent employees during the term of the Collective Agreement provided the employee meets the minimum requirements of their classification.

### **ARTICLE 3 – DISCRIMINATION**

3.01 **No Discrimination**

The Employer and the Union agree that there shall be no discrimination, interference, restriction, or coercion exercised or practiced by either of them with respect to any employee by reason of age, race, creed, colour, national origin, political or religious affiliation, sex or marital status, nor by reason of his membership or activity in the Union.

### **ARTICLE 4 – MANAGEMENT RIGHTS**

- 4.01 That the Union acknowledges that it is the exclusive function of the Employer to:
- a) Maintain order, discipline and efficiency;
  - b) hire, discharge, direct, classify, transfer, promote, demote and suspend or otherwise discipline, employees covered under this Agreement, provided that a claim of discriminatory promotion, demotion or transfer or a claim that any such employee has been discharged or disciplined without just cause, may be the subject of a grievance and dealt with as provided herein;
  - c) manage the operations and undertaking of the Corporation, and, without restricting the generality of the foregoing, to select, install and require the operation of any equipment, plant and machinery which the Corporation, in its discretion, considers desirable for the efficient or economical carrying out of the operations and undertakings of the Town;



- d) make, enforce and alter from time to time, rules and regulations to be observed by the employees, provided such rules and regulations are posted and a copy is provided to the Union.

4.02 The Employer agrees that the exercise of the above rights shall be in a manner that is consistent with the terms of this Agreement.

4.03 The Employer agrees to discuss with the Union any changes to the methods through which services are to be provided which may affect job security or which may affect their present job duties.

#### **ARTICLE 5 – UNION SECURITY**

5.01 During the term of this Agreement all present members shall, as a condition of continuing employment, remain members in good standing of the Union according to the Constitution and By-laws of the Union. All future employees of the Employer shall, as a condition of continued employment, become and remain members in good standing in the Union prior to the completion of the probationary period with the Employer.

#### **ARTICLE 6 – NO STRIKES OR LOCK-OUTS**

6.01 During the life of this agreement, the Union agrees that there will be no strike and the Employer agrees that there will be no lockout.

The terms “strike” and “lockout” shall have the meanings given them in the *Labour Relations Act of Ontario*.

#### **ARTICLE 7 – DEDUCTION OF UNION DUES**

7.01 The Employer shall deduct from the pay of all employees covered by this Agreement, as a condition of employment, on each bi-weekly pay cheque of each calendar month, including vacation pay, whatever sum may from time to time be authorized by the Union as regular dues, and shall remit same prior to the middle of the following month to the National Secretary-Treasurer of the Union, National Office, 21 Florence St., Ottawa, Ontario K2P 0W6, accompanied by a list of names and amount of all employees from whose wages the deductions have been made.

The Employer shall also provide with each remittance, a list of all additions and deletions of employees within a local for that month.

7.02            **Dues Receipts**

At the same time that Income Tax (T-4) slips are made available, the Employer shall type on the amount of the Union dues paid by each member of the bargaining unit in the previous year.

- 7.03            In consideration of this deduction and forwarding service with the Employer, the Union agrees to indemnify and save the Employer harmless against any claim or liability arising out of or resulting from the collection and forwarding of these deductions.

**ARTICLE 8 – THE EMPLOYER AND THE UNION SHALL ACQUAINT THE NEW EMPLOYEES**

- 8.01            The Employer agrees to acquaint new employees with the fact that a Collective Agreement is in effect and shall give new employees the name of the Chief Steward and a copy of the current Collective Agreement as provided by the Union.

- 8.02            A representative of the Union shall be given an opportunity to interview each new employee, including casual employees, within regular working hours, without loss of pay, for a maximum of one-half (1/2) hour during the first month of employment for the purpose of acquainting the new employee with the benefits and duties of union membership and his responsibilities and obligations to the Employer and the Union.

**ARTICLE 9 – LABOUR MANAGEMENT RELATIONS**

9.01            **Representation**

No individual employee or group of employees shall undertake to represent the Union at meetings with the Employer, without proper authorization of the Union. In order that this may be carried out, the Union will supply the Employer with the names of its Officers. Similarly, the Employer will supply the Union with a list of its supervisory or other personnel with whom the Union may be required to transact business.

The Union and/or Management shall be informed in writing within seven (7) working days of any changes to the above lists.

9.02    (a)       **Bargaining Committee**

A Bargaining Committee shall be elected and consist of not more than three (3) members of the Union, one of whom shall be from the Parks & Facilities Department. The Union will advise the Employer of the union nominees to the Committee.

(b) **Function of Bargaining Committee**

This Committee will meet at times mutually agreed by both parties to discuss renewals and/or modifications to this Agreement.

(c) **Time Off for Meetings**

Any representative of the Union on the Bargaining Committee, who is in the employ of the Employer shall have the privilege of attending Bargaining Committee meetings, up to and including the mediation process without loss of basic pay.

9.03 **National Representative**

The Union shall have the privilege at any time to have the assistance of representatives of the Canadian Union of Public Employees when dealing or negotiating with the Employer. The Employer shall also have the privilege to special assistance when dealing with the Union. The parties assume their own respective responsibility with respect to the exercise of this privilege.

9.04 **Leave for Union Business**

The Union acknowledges that Union Officers, and members of committees have their regular duties to perform on behalf of the Employer. Such persons shall not absent themselves from their work in order to deal with grievances of employees or for other Union business without first obtaining permission from their immediate supervisor. Such permission shall not be unreasonably denied. In accordance with this understanding the Employer shall not make any deduction for such employees for the time lost from regular scheduled hours of work provided:

- (a) the time spent is in respect to grievances or Union business with the Town;
- (b) the time spent is devoted to the prompt handling of the matter;
- (c) the Employer reserves the right to limit such time if it deems the time so taken to be excessive;
- (d) Subject to Article 9.04 (c), all time spent in grievance meetings with the Employer shall be considered time worked.

9.05 **Health and Safety Committee**

**Co-operation on Safety**

The Union and the Employer acknowledge their mutual and respective obligations under the *Occupational Health and Safety Act 1978*, as amended from time to time, to provide safe working conditions.

Pursuant to the *Act*, an Occupational Health and Safety Committee will be established by the Town, of which this bargaining unit will have one member. The powers of the Committee are as outlined in the *Act*.

9.06 **Labour Management Committee**

- (a) A Labour Management Committee shall be established consisting of representatives of the Union and representatives of the Employer. The committee shall enjoy the full support of both parties in the interest of improved service to the public.

(b) **Function of Committee**

The Committee shall concern itself with the following general matters:

- 1) Considering constructive criticisms of all activities so that better relations shall exist between the Employer and the employees.
- 2) Improving and extending services to the public.
- 3) Promoting safety and sanitary practices.
- 4) Reviewing suggestions from employees, questions of working conditions and service (but not grievances concerned with service).
- 5) Correcting conditions causing grievances and misunderstandings
- 6) Resolve previous Labour Management issues.

(c) **Meetings of Committee**

The Committee shall meet every three (3) months at a mutually agreeable time and place. Its members shall receive a notice and agenda of the meeting at least forty-eight (48) hours in advance of the meeting. Employees shall not suffer any loss of pay for time spent with this Committee during regular working hours.

(d) **Chairperson of the Meeting**

An Employer and a Union representative shall be designated as joint chairpersons and shall alternate in presiding over meetings.

(e) **Minutes of Meeting**

Minutes of each meeting of the Committee shall be prepared and signed by the joint chairpersons as promptly as possible after the close of the meeting. The Union, the CUPE Representative and the Employer shall each receive six (6) signed copies of the minutes within six (6) working days following the meeting.

The Union shall insure that all Union Employees are made aware that the Labour/Management meeting minutes have been posted.

(f) **Jurisdiction of Committee**

The Committee shall not have jurisdiction over wages, or any matter of collective bargaining, including the administration of this Collective Agreement.

The Committee shall not supersede the activities of any other committee of the Union or of the Employer and does not have the power to bind either the Union or its members or the Employer to any decisions or conclusions reached in their discussions. The committee shall have the power to make recommendations to the Union and the Employer with respect to its discussions and conclusions.

- 9.07 The Employer shall provide a Bulletin Board which shall be placed so that all employees will have access to it and upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest to the employees. The posting of material on such bulletin board will be subject to the prior approval of management which approval will not be unreasonably withheld.

**ARTICLE 10 – SENIORITY**

- 10.01 (a) Seniority is defined as length of continued service with the Corporation from the most recent date of employment including service before certification of the Union.
- (b) Probation applies to a new employee that has joined the organization. An employee will be considered on probation for the first three (3) months worked and will have no seniority rights during that period. After three

(3) months worked, his seniority shall date back to the day which is three (3) months prior to the three (3) months completed.

- (c) During the probationary period, an employee shall be considered as being employed on a trial basis and discipline, discharge and layoff shall be at the discretion of the Employer, subject to the employee's rights pursuant to the provisions of the *Labour Relations Act of Ontario*. The employee may be discharged for lesser standard than just cause.

10.02 A seniority list shall be compiled by the Employer and revised each six (6) months; a copy of the list will be posted and a copy given to the local Union. An employee may challenge his position on the seniority list within five (5) working days after the list has been posted; thereafter, action taken by the Employer in accordance with the list shall be deemed to be proper.

10.03 An employee shall be considered to have lost his seniority and shall be deemed terminated for any of the following reasons:

- (a) If the employee resigns or retires;
- (b) If the employee is discharged and the discharge is not reversed through the Grievance Procedure;
- (c) If any employee has been absent for three (3) consecutive working days without having notified directly, his foreman or supervisor, unless it was not reasonably possible for him to do so;
- (d) If any employee is laid off and fails to return to work within ten (10) working days after being notified by registered mail to his last known address on the Employer's records;
- (e) If an employee fails to return to work after the Workplace Safety and Insurance Board classifies the employee fit to return to his full regular duties or modified duties approved by the Workplace Safety & Insurance Board unless the employee is appealing the Workplace Safety & Insurance Board order.
- (f) If any employee overstay a leave of absence granted by the Employer in writing and does not secure an extension of such leave, unless it was not reasonably possible for him to do so;
- (g) If laid off for more than twelve (12) months.

10.04      **Transfers and Seniority outside the Bargaining Unit**

- (a)      No employee shall be transferred to a position outside the bargaining unit without his consent. If an employee is transferred to a position outside the bargaining unit, he shall continue to accumulate seniority for a period not to exceed six (6) months from the date of transfer.
- (b)      After six (6) months the transfer shall be deemed to be permanent.

**ARTICLE 11 – PROMOTIONS AND STAFF CHANGES**

11.01 (a)      **Job Postings**

When a permanent vacancy occurs, or a new permanent position is created within the bargaining unit, the Employer shall post notice of the position on Department bulletin boards, for a minimum of seven (7) working days following the day of the posting with a copy to the President, and Shop Steward of Local 3115, in order that all members will know about the position and be able to make written application. Promotions in the Parks and Facilities Department, up to the next classification will be based on the employee attaining the education and years of service requirements as outlined in that specific classification. When a permanent vacancy occurs or a new one is created, in the Parks and Facilities Department, the job posting will indicate the minimum and maximum wage range that will apply, depending on education and experience, as outlined in the three classifications \*(PP, and BMP levels 0, 1 and 2). Transfers from within the Parks and Facilities Department at the Level “0” position, may occur with the approval of the employer and the employee, prior to posting the permanent vacancy or newly created position.

\*PP – Parks Personnel

BMP – Arena, RecPlex, Facilities Personnel

- (b)      No new employee will be hired to fill any permanent vacancy unless no qualified employee applies;
- (c)      The Corporation agrees to fill temporary vacancies with employees from the bargaining unit who have expressed an interest subject to reasonable ability and educational requirements;
- (d)      New employees and existing employees transferring to new positions will be responsible for the provision of a driver’s license abstract, criminal record check or other similar documentation when requested by the Corporation. The employee shall provide proof of such documents when requested by the Corporation. The Employer shall pay for such documents for existing employees whereas new employees will be responsible for the cost of the initial request.

11.02 **Information of Positions**

Such notice shall contain the following information:

- a) Title of position;
- b) Qualifications including required knowledge and education;
- c) Primary job duties;
- d) Wage or salary, rate or range;
- e) Date of issue;
- f) Final date by which application must be received.

11.03 In making promotions, the following factors will be considered:

- A. Qualifications
- B. Seniority

Where qualifications in the judgement of the Town are relatively equal, seniority will govern. The term "Qualifications" means such factors relating to job performance as skill, competence, efficiency, ability, reliability, education, training, safety record and experience with the Employer.

11.04 When assignments are to be made as Temporary Transfers as outlined in Article 22.03, in excess of six (6) continuous hours, clause 11.03 above shall also govern. Grievances involving the selection for temporary assignments for a period of less than ten (10) working days will not proceed to arbitration but instead will be discussed at a final step meeting with a Union Representative and the CAO, the latter whom will then make a final and binding determination.

11.05 **Trial Period**

Trial periods are applied to existing employees that permanently transfer or are promoted into a new job. The successful applicant shall be notified following the end of the posting period. Conditional on satisfactory service, the employee shall be declared confirmed in the promotion after a period of two (2) months, or less time if mutually agreed upon by the employer, union and employee.

If during a two (2) month trial period, the successful applicant proves unsatisfactory or is unable to perform duties of the new job classification,



or they decide they dislike the trial position, he shall be returned to his former position and hourly rate without loss of seniority or salary.

## **ARTICLE 12 – LAYOFF AND RECALL PROCEDURE**

12.01 It is recognized that job security should increase in proportion to length of service with the Employer. In the event of a layoff, which is expected to exceed three (3) consecutive working days, after probationary employees, permanent employees shall be laid off in the reverse order of their seniority providing the remaining employees are qualified to do the remaining work. Employees shall be recalled in the order of their seniority provided they are qualified to do the work.

### **12.02 Notice of Layoff**

The Employer shall notify permanent employees who are to be laid off for a period in excess of six (6) continuous weeks at least ten (10) working days before the layoff is to be effective. If the employee laid off has not had the opportunity to work ten (10) full days after notice of layoff, he shall be paid in lieu of work for that part of ten (10) days during which work was not made available. In the event a greater period of notice is required by legislation such greater period of notice or pay in lieu shall be given.

### **12.03 Grievance on Layoffs**

Grievances concerning layoffs not made in accordance with this article shall be initiated at Step 2 of Clause 14.03, Grievance Procedure.

## **ARTICLE 13 – DISCHARGE, SUSPENSIONS AND DISCIPLINE**

13.01 A claim by an employee who has completed his probationary period that he has been suspended or discharged without just cause shall be treated as a grievance if a written statement of such statement is lodged with the C.A.O. at Step No. 2 of the Grievance Procedure within five (5) working days following the day of receipt of written reasons for the suspension or discharge.

13.02 Such grievance may be settled by:

- (a) Confirming the Employer's action in suspending/discharging the employee;
- (b) Reinstating the employee with compensation for time lost; or
- (c) Any other arrangement which is just and equitable in the opinion of the conferring parties or Board of Arbitration.

13.03

When an employee is given a written warning a copy will be provided to the Union for informational purposes.

If an employee is required to attend a meeting with the Employer that the employee reasonably feels may result or conclude in disciplinary action, the employee shall have the right to obtain union representation. The Employer shall have no more than two (2) representatives attending such meeting.

The foregoing actions must be taken by the Employer within eight (8) working days following the day of the Employer becoming aware of the facts upon which the Employer warrants its disciplinary action, unless an extension is agreed to in writing.

With the exception of gross misconduct all disciplinary action will follow a five step path of action.

1. Verbal Warning: Management will meet with the staff member, explain the policy/procedure infraction, provide counselling on how to improve the behavior and provide next steps if the behavior is not corrected. All verbal warnings shall be copied in writing to the employee and union and the record placed in the employee file.
2. Written Warning: If the behavior is not corrected or is repeated within a reasonable time frame following the verbal warning the employee will receive a written warning. All written warnings shall be copied in writing to the employee and union and a record placed in the employee file.
3. Suspension Without Pay: If the behavior or action is not corrected or is repeated following Step Two, then the staff member will be placed on leave without pay for a period of one (1) to three (3) days. All notification of suspension shall be provided in writing to the employee and union and a record placed in the employee file.
4. Suspension Without Pay: If the behavior or action is not corrected or is repeated following Step Three, then the staff member will be placed on leave without pay for a period of four (4) days or more. All notification of suspension shall be provided in writing to the employee and union and a record placed in the employee file.
5. Termination: If the behavior is not corrected at Step Four, and all other methods of counselling have failed, the employee will be terminated with cause. Documentation of termination shall be provided in writing to the employee and union.

In situations of gross misconduct (i.e. theft, substance abuse in the workplace, a safety infraction that places life at risk) the normal steps of progression of disciplinary action may be progressed to a step beyond Step One with the approval of the Chief Administrative Officer. An employee

may be placed on leave with pay pending the investigation of a serious infraction. The length of such investigation shall not be punitive and shall be conducted thoroughly and expediently.

Disciplinary notices shall be retained in an employee's file. However, if a period of twenty-four months has passed since the last such notice, the preceding disciplinary notice shall not be relied upon by the corporation in assessing appropriate discipline.

- 13.04 Where an employee is suspended or terminated without prior notice, written reasons for the culminating incident will be provided by the Employer reasonably promptly and in no event more than seven (7) working days, following the day of disciplinary action.
- 13.05 An employee may file a grievance against any act of discipline as provided in Article 14.

#### **ARTICLE 14 – GRIEVANCE PROCEDURE**

- 14.01 (a) In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the right of the Union to appoint members of the bargaining unit as Officers, whose duties shall be to assist any union member in preparing and presenting his grievance in accordance with the grievance procedure.
- (b) The Employer shall not be required to acknowledge the authority of any such Union Officer unless it has had prior written confirmation from the Union of his position. Furthermore, the Union shall appoint no more than two grievance officers with either of whom the Employer may be obliged to deal pursuant to the grievance procedure.
- 14.02 A grievance shall be defined as any difference arising out of the interpretation, application, administration or alleged violation of the Collective Agreement.
- 14.03 An earnest effort shall be made to settle grievances fairly and promptly in the following manner:

**Step No. 1** Within five (5) working days following the day of the circumstances giving rise to the complaint having occurred, or within five (5) working days following the day after the grievor ought reasonably to have become aware of those circumstances, the aggrieved employee, together with a representative of the Union Grievance Committee shall submit the grievance in writing to the appropriate Department Head. The written grievance must contain detailed information pertaining to the grievance, the remedy sought, and the manner in which the Agreement is alleged to have been violated.

The Department Head will deliver his decision in writing within five (5) working days following the day of discussion of the grievance. Failing settlement, Step 2 may be invoked.

**Step No. 2** Within five (5) working days following the day of the decision under Step No. 1, the Chairman of the Union Grievance Committee may request a meeting with the C.A.O., by advising, in writing, of the Union's disagreement with the Employer's Step No. 1 response. The National Representative of the Union shall be present at this meeting. The C.A.O. will discuss the grievance with the Union Representative and the grievor and will deliver his decision in writing within five (5) working days following the date of that meeting. Failing settlement, then Step No. 3 may be invoked.

**Step No. 3** Within five (5) working days following the day of the decision under Step No. 2, the Chairman of the Union Grievance Committee may request a meeting with a Grievance Mediator and the C.A.O. and the appropriate Department Head by advising, in writing, of the Union's disagreement with the Employer's Step No. 2 response. A meeting will be held as soon as can be arranged, at which time, the matter will be reviewed. The National Representative of the Union shall be present at this meeting. The cost of the Grievance Mediator will be borne equally by the parties. Failing satisfactory settlement at this Step, either party reserves the right to proceed to arbitration.

14.04 Failing settlement under Step No. 3, the grievance may be submitted to arbitration in accordance with Article 15. If no written request for arbitration is received from the Chairman of the Union's Grievance Committee within fifteen (15) working days following the day of the decision under Step No. 2 is received, it shall be deemed to have been settled and not eligible for arbitration.

14.05 A grievance submitted at Step 2 of the grievance procedure, in accordance with Article 12.03 or 13.06, must be submitted within five (5) working days following the day of circumstances giving rise to the complaint occurred.

- 14.06 All agreements reached under the Grievance procedure between the representative of the Corporation and the representatives of the Union will be final and binding upon the Employer, Union and the employee(s).
- 14.07 Where no answer is given within the time limits specified in the Grievance procedure, the employee(s) concerned and the Union shall be entitled to submit the grievance to the next step of the Grievance Procedure.
- 14.08 Any grievance instituted by the Employer or where a dispute involving a question of general application or interpretation occurs, or where a group of employees, or the Union, has a grievance on which an individual could not grieve, Step 1 of the Grievance Procedure may be by-passed providing such grievance is filed in writing within ten (10) working days following the day of the circumstances giving rise to the grievance.
- 14.09 Prior to any grievance proceeding to arbitration the parties agree to use the services of a Grievance Mediator. The costs of this service shall be shared equally by the parties. Failing a satisfactory settlement in this process either party reserves the right to proceed to arbitration.

#### **ARTICLE 15 – ARBITRATION**

- 15.01 (a) Any dispute or grievance which has been carried through all of the required stages of the Grievance Procedure, as outlined in Article 14, and which has not been settled, may be referred to a Board of Arbitration at the request in writing of either of the parties hereto, at any time within fifteen (15) working days following the day of the decision given at Step No. 2.
- (b) Within five (5) working days thereafter, each party shall name an Arbitrator to an Arbitration Board and notify the other party of the name and address of its appointee.
- (c) The two so named shall within seven (7) working days, select a third person to act as Chairman on the Board of Arbitration, but should they not do so within the seven (7) working days, then either party may apply to the Minister of Labour of Ontario to appoint a person to be Chairman.
- (d) If no such written request for arbitration is received within the time limits, or, if any of the time limits set out in this article or in the article relating to Grievance Procedure have not been complied with by the grieving party, then the grievance shall be deemed abandoned.
- 15.02 Each of the parties to this agreement will bear all the expenses of the Arbitrator appointed by it, and the parties will jointly bear the expenses, if any, of the Chairman.

- 15.03 The time limits fixed in both the grievance and arbitration procedures, may be extended by mutual consent, confirmed in writing by the parties to this agreement.
- 15.04 The decision of the Board of Arbitration or a majority thereof, shall be binding on both parties and where there is no majority the decision of the Chairman shall be binding on both parties.
- 15.05 The Board of Arbitration shall not have any power to alter or change any of the provisions of this Agreement or to substitute any new provisions for any existing provisions, nor to give any decision inconsistent with the terms of this Agreement.
- 15.06 The parties acknowledge that either party may apply for arbitration pursuant to the provisions of the *Ontario Labour Relations Act* as an alternative to the referral to a Board of Arbitration.

#### **ARTICLE 16 – HOLIDAYS**

- 16.01 All permanent employees shall receive the following holidays with pay providing the employees have worked the regularly scheduled working day before and the regularly scheduled working day following the holiday except where an employee is expressly excused from work on one or both of those days with consent of his/her Department Head. Recognized holidays with pay are:

New Year's Day	Labour Day
Family Day	Thanksgiving Day
Good Friday	Christmas day
Easter Monday	Boxing day
Victoria Day	First Monday in August
Canada Day	

One-half day before Christmas Day and one-half day before New Year's Day.

Any and all additional paid holidays declared by the Provincial or Federal level of government will be in addition to those named above.

- 16.02 When any one of the above noted holidays falls on a Saturday or Sunday and are not proclaimed as being observed on some other day, the following Monday and/or Tuesday shall be deemed to be holidays for the purpose of this Agreement.

- 16.03 Employees who are on shift work and whose regular day off falls on a holiday, shall be entitled to celebrate that holiday in accordance with the provision of Part VII (4) of the *Employment Standards Act*.

## **ARTICLE 17 – VACATIONS**

- 17.01 (a) The vacation year for the purposes of this Agreement shall be the same as the calendar year, that is January 1 to December 31.
- (b) An employee's 1<sup>st</sup> Anniversary date for the purposes of vacation pursuant to these provisions shall be January 1 of the calendar year immediately following the year in which he was hired.

### **17.02 Vacation Entitlement**

- (a) In the first year of employment, vacation is calculated and earned on the basis of one day's vacation for each full month worked from the date of employment to December 31<sup>st</sup> of that year, to a maximum of ten (10) working days vacation.
- (b) Subject to 17.02 (a) an employee's earned vacation and vacation pay will be determined in accordance with the following schedule:

<u>Anniversary Date</u>	Maximum Vacation Earned Up to the Anniversary Date and Allowed in the Vacation Year commencing with the Anniversary <u>Date January 1<sup>st</sup></u>	Vacation pay earned in the twelve months preceding the Anniversary Date as a <u>Percentage (%) of Wages</u>
	COLUMN 1 per 17.02 a, 17.02b	COLUMN 2 per 17.02d
1 <sup>st</sup> Anniversary		4%
2 <sup>nd</sup> Anniversary	2 weeks	4%
4 <sup>th</sup> Anniversary	3 weeks	6%
8 <sup>th</sup> Anniversary	4 weeks	6% + 1 normal week's wages
16 <sup>th</sup> Anniversary	5 weeks	6% + 2 normal week's wages
24 <sup>th</sup> Anniversary	6 weeks	6% + 3 normal week's wages
28 <sup>th</sup> Anniversary	7 weeks	6% + 4 normal week's wages

- (c) "Wages" shall have the same meaning as given to it in the *Employment Standards Act of Ontario*.

- (d) An employee leaving the employ of the Corporation shall be paid his or her vacation in accordance with column two (2) of the schedule.

Vacation Pay shall be paid upon taking vacation.

- 17.03 (a) Newly hired employees entitled to vacation under Article 17.02 (a) may take their earned vacation after six (6) months of employment and prior to January 1<sup>st</sup> following the first anniversary year.

- (b) All subsequently earned vacation must be taken in the calendar year earned with the exception of allowed carry-over as outlined below.

- (c) Vacation not taken within the year earned shall not be accumulated, but may be held over only into the next year subject to the following specific limitations:

- (i) an employee may request to carry-over up to a maximum of three (3) weeks vacation to be taken by April 1, of that next year;
- (ii) the employee's request must be in writing, submitted no later than October 31st, and specify the requested dates, which shall be concluded by April 1<sup>st</sup> of the following year;
- (iii) requests submitted in the designated manner will be given due consideration by the Employer. The Employer will exercise its discretion to grant or refuse the request and will respond in writing within three (3) weeks of receipts. Such requests shall be granted on a seniority basis not on a first come first serve basis.
- (iv) Notwithstanding the above, upon request, an employee shall be paid for half (1/2) of the unused vacation.

- 17.04 (a) (i) Requests for preferred vacation dates shall be submitted by January 31<sup>st</sup> and confirmed by February 28<sup>th</sup>. Employees seeking time off in January or February must submit requests by November 30th of the previous year. All requests shall be dealt with on a seniority basis. Vacation requests shall be entertained for a minimum of one-half (1/2) working day only, subject to management's discretion.

- (a) (ii) For the purpose of this clause, a half (1/2) day is determined as either the work hours prior to and including the lunch break, or the lunch break and the work hours following the lunch break.

- (b) In scheduling vacation the Employer shall ensure that operational requirements are met and that a sufficient number of qualified personnel are available to provide the required level of service. Where possible the employer will allow a maximum of six (6) Roads personnel; two (2) Water



Operators and one (1) Mechanic to be allowed vacation at the same time, subject to employer requirements.

(c) Posted vacation schedules may not be changed without the prior consent of both parties.

(d) Any vacation requests that exceed two (2) weeks/ten (10) days shall be brought forward for discussion with the respective Department Head to review the special circumstances of the request. Two (2) months prior notice of the vacation request that exceeds two (2) weeks/ten (10) days will be required.

17.05 Subject to Article 17.03, in the event of a conflict arising between two or more employees as to when they take their vacation, the most senior employee shall have the preference, subject to Article 17.04, provided such requests are submitted by January 31st. After such date vacations will be allocated on a first come, first serve basis.

17.06 If a holiday, as provided in Article 16.01 falls or is observed during an employee's vacation period, he shall be allowed an additional vacation day with pay on a date mutually agreed. Where possible, such day will be added to the employee's vacation. Failing agreement, the Employer may schedule such day or pay an additional day's pay.

17.07 An employee terminating employment, at any time, in the vacation year prior to using his vacation, shall be entitled to payment of wages in lieu of such vacation prior to termination, in accordance with Article 17.02, pro-rated to his service in that year.

#### **ARTICLE 18 – BENEFIT PLANS**

18.01 For the duration of this Agreement, the Employer agrees to pay 100% of the premiums for the following insurance coverage for all permanent and probationary employees:

i) Ontario Health Payroll Tax

ii) Single or family coverage, of an Extended Health Care Plan, coverage prescription drugs, semi-private hospital coverage and an Eye Care Rider providing maximum reimbursement of \$350.00 every twenty four months for glasses, contacts or laser treatment (submit the same invoice to the maximum until the invoice is paid in full) for each insured person, with a \$10.00/\$20.00 annual deductible. Employer agrees to pay 100% for an eye examination every twenty-four (24) months. Laser treatment every two years permitted. Submit the same invoice to the max until the invoice is paid in full. Also included, \$400.00 maximum per person per year

for massage, chiropractor, osteopath, chiropodist or podiatrist for each service and \$300 per person per year for speech therapy

- iii) Life Insurance Policy providing a benefit equal to twice an employee's base annual salary plus an accidental death and dismemberment benefit (A.D. & D.) equal to twice the employee's basic annual salary. Also dependent coverage where applicable.
- iv) Single or family coverage, a dental plan equivalent to present plan in effect (prior year O.D.A. rates). Included shall be an additional benefit covering denture initial placements and replacement once every five years for each insured person at 50% co-insurance. Also included is dental pit and fissure sealants on routine dental treatment. Orthodontic coverage at 50% co-payment (lifetime maximum of \$2,000.00). Major Dental coverage (bridges, caps, crowns, implants) at 50% co-payment with yearly maximum of \$1,500.00 per person.
- v) Weekly Income Insurance – 75% weekly earnings (maximum \$475.00)
- vi) Short Term Disability Insurance – weekly maximum of \$3,000.00  
  
Long Term Disability Insurance – 70% of monthly earnings (weekly maximum \$6,000.00)
- vii) Upon retirement all employees qualified to receive an unreduced pension under OMERS (and who have completed 5 years of fulltime services with the Town of Wasaga Beach) shall continue to receive all benefits within the Corporation of the Town of Wasaga Beach Group Insurance Plan in effect at the time of retirement until age 65. In the event of a redirected employee's death before age 65 their spouse (spouse identified on OMERS pension Plan) shall continue to receive all benefits until such time they turn 65, remarry, or live common-law. Premiums will continue to be paid for by the Corporation.

When the employee reaches ages 65 these plans or a portion thereof may be kept in effect and be maintained by the Corporation upon receipt of 100% of the cost of the plan being paid by the employee.

Early retiree benefits to include all benefits excluding STD, LTD and Life coverage.

18.02

All permanent and probationary employees shall be enrolled in the Ontario Municipal Employees Retirement System (O.M.E.R.S.) plan, which

provides for a 2% final average basic pension benefit, or such other benefits as may apply if the employee does not remain in Municipal Service until his retirement.

- 18.03        The Employer's obligation with respect to benefit plans is solely to pay the prescribed premiums as required of the Employer so that the policies are maintained in full force and effect. In no event shall the Employer be liable as if an insurer to pay the actual benefit.

#### **ARTICLE 19 – SICK LEAVE**

- 19.01 (a)    Pay for sick leave is for the sole and only purpose of protecting employees against loss of income when they are legitimately ill and will be granted to employees on the basis hereinafter set forth. If an employee reports to work at the regular time and becomes ill or is late reporting because of illness, a deduction will be made per complete hour missed.
- (b)    Full-time employees shall be granted sick leave to a maximum of seven (7) days per year, non accumulative, however, an employee shall be allowed to bank a maximum of three (3) sick days which have been earned in a previous year. An employee will not be entitled to receive any payment for banked sick days upon leaving the employ of the Town.
- (c)    No sick leave with pay shall be allowed during an employee's probationary period. Where an employee becomes eligible for benefits during a calendar year, he shall be entitled to a proportionate number of sick days' leave of absence.
- (d)    An employee who is unable to report to work because of sickness shall notify his immediate supervisor or department head one (1) hour prior to commencement of his normal starting time. Should the employee not be able to return to work after a lunch break, thirty (30) minutes notice shall be provided. If neither are available, the employee may advise the Secretary who will notify the Supervisor.
- 19.02        An employee may be required to produce proof of sickness for any absence in the form of a medical certificate before returning to work, which certificate shall state that the employee is now fit to perform his full, regular duties.
- 19.03        An employee who is absent from work for more than three (3) consecutive working days shall file a medical certificate with his departmental head unless such absence has received the prior approval of that department head.
- 19.04        Where an employee is required to produce proof of sickness pursuant to this article, the Employer agrees to reimburse the employee the fee

charged by the doctor to produce the medical certificate that is not otherwise paid for pursuant to any contractual or legislated requirement.

## **ARTICLE 20 – LEAVES OF ABSENCE**

### **20.01      Notice of Absence**

When it is necessary for an employee to be absent from duty for any cause other than illness, he shall notify the appropriate supervisor as early as possible and in any event no later than one (1) hour prior to his normal starting time so that arrangements can be made to fill the vacancy. Should the employee not be able to return to work after a lunch break, thirty (30) minutes' notice shall be provided. The employee shall state the reason for their absence. If neither the Supervisor or Department Head are available, the employee may advise the administrative staff or on-call service who will notify the appropriate Supervisor.

### **20.02      Bereavement Leave**

- (a) A regular employee shall be allowed up to five (5) working days with pay following the death of his or her father, mother, brother, sister, spouse, child or step child. A regular employee shall be allowed up to, three (3) working days with pay following the death of his or her father-in-law, mother-in-law, grandmother, grandfather or grandchildren, step parent, step brother, step sister, brother-in-law, sister-in-law, aunt, uncle or spouse's grandparent.

Only that portion of the said five (5) or three (3) days that would otherwise have been regular time worked will be paid.

- (b) Extensions or additions to the above may be granted in the sole discretion of the department head.

### **20.03      Union Conventions and Meetings**

Leave of absence without pay and without loss of seniority shall be granted, upon written request to the employee's immediate exempt supervisor at least two weeks prior to the requested leave, to attend Union Conventions, seminars, C.U.P.E. Executive and Committee meetings, and meetings of C.U.P.E.'s affiliated or chartered bodies.

The maximum number of days which shall be granted for each Agreement year is fifteen (15) per person to a total bargaining unit maximum of thirty (30) days in any Agreement year. It is understood that no more than two (2) employees will be absent at any one time for these purposes.

Leave of absence without pay and without loss of seniority shall be granted, upon written request to the employee's immediate exempt

supervisor at least two week's prior to the requested leave, to attend Union Conventions, seminars, C.U.P.E. Executive and Committee meetings, and meetings of C.U.P.E.'s affiliated or chartered bodies.

The maximum number of days which shall be granted for each Agreement year is fifteen (15) per person to a total bargaining unit maximum of thirty (30) days in any Agreement year. It is understood that no more than two (2) employees will be absent at any one time for these purposes.

20.04

**Witness or Juror Duties**

Any regular employee who is required to attend for jury duty or who has been subpoenaed as a witness for incidents occurring with the Corporation shall receive: appropriate time off in relation to the employee's scheduled shift; and be paid the difference between the amount paid for such service and his normal pay computed at his normal hourly rate for hours necessarily lost from work up to forty (40) hours in a week. In order for an employee to qualify for payment under this article, the following provisions must be met:

- (a) the employee must notify the Employer within twenty-four (24) hours after receipt of notice of selection for jury duty or after having been subpoenaed as a witness;
- (b) the employee called for jury duty or having been subpoenaed as a witness and who is temporarily excused from attendance at court shall report for work if a reasonable period of time remains to be worked on his shift;
- (c) the employee shall furnish a written statement from the proper public official showing the date and time served and the amount of pay received.

20.05

**Full-time Union Office**

An employee who is elected or selected for a full-time position with the Union, or any body with which the Union is affiliated, shall be granted leave of absence without loss of seniority (but without accrual and without pay or benefits) for a period of one year. Such leave shall be renewed each year, on request.

20.06

**General Leave Without Pay**

Employees may be granted leave without pay or benefits and without loss of seniority (but no accruals) on approval from the Department Head. Requests in writing, outlining all pertinent details of the purpose of the leave without pay shall be submitted to the Department Head through the employee's immediate exempt supervisor a minimum of five (5) working days prior to the day of the requested leave unless impossible to do so.

Employees granted leave without pay shall be responsible for payment of all their fringe benefits which shall be calculated on a pro-rata basis.

20.07 Pregnancy and parental leave shall be granted in accordance with the *Employment Standards Act of Ontario*.

20.08 Employees taking Personal Emergency Leave must:

- a. Advise the employer that he or she will be doing so in advance or as soon as possible after the beginning of it; and,
- b. Provide evidence reasonable in the circumstances that the employee is entitled to the leave; and
- c. This provision does not impact any other leave provisions within the collective agreement.

#### **ARTICLE 21 – HOURS OF WORK**

21.01 (a) The normal work week consists of forty (40) hours worked comprised of five (5) eight (8) hour days (exclusive of a one (1) hour unpaid lunch period each day for employees in the Public Works Department).

(b) Except as provided for in Article 21.02, in particular for Park and Facility employees and during winter operations for Public Works employees, the normal hours of work during the normal work week are as follows:

<u>Starting Time</u>	<u>Lunch</u>	<u>Quitting Time</u>
7:00 a.m.	1 hour unpaid	4:00 p.m.

When an employee is required to work through lunch, same employee will be allowed one (1) hour for lunch as soon as possible thereafter, or unless otherwise mutually agreed, shall be paid overtime for the time worked.

(c) This article is intended to define the normal hours of work and shall not be construed as a guarantee of hours of work for regularly assigned hours or any hours per day or per week or of days of work per week nor shall it form the basis for a claim to overtime premium.

21.02 (a) **Additional Shifts**

The parties recognize that the Employer may implement additional or alternate shifts consisting of forty (40) hours worked and comprised of five (5) eight (8) hour days. The appropriate Supervisor or Department Head shall determine the schedule of hours to be worked; however, prior to setting a new schedule the appropriate Supervisor or Department Head will discuss the matter with permanent employees to be affected. For any such regular shift beginning after 12:00 p.m. and prior to 11:59 p.m. shall

be paid a premium of \$1.10 per hour, upon ratification of this agreement. For any such regular shift beginning after 12:00 a.m. and prior to 6:00 a.m. shall be paid a premium of \$1.10 per hour, upon ratification of this agreement. There will be no split shifts scheduled. Premiums shall further increase on December 1, 2014, to \$1.20 per hour and on December 1, 2015 to \$1.25 per hour.

(b) **Park Facilities**

The Parks and Facilities Manager shall determine the schedule of hours to be worked by Parks and Facilities employees; however, prior to setting such schedule or a new schedule the Department Supervisor will discuss the matter with permanent employees to be affected.

21.03 **Rest Periods**

A rest period of fifteen (15) minutes in total, beginning at the time the employee ceases work, shall be provided during the first half of each regularly scheduled shift and another fifteen (15) minutes in total, beginning at the time the employee ceases work, shall be provided during the second half of each regularly scheduled shift at such times as may be designated by the employee's supervisor.

21.04 **Limit of Overtime**

In the interest of personnel and public safety, the Employer retains the right to limit the number of hours of overtime and overtime worked in conjunction with regular hours in any day.

21.05 **Reporting Pay Guarantee**

Employees reporting for work as usual on a regular working day, unless notified the previous day not to report, and for whom no work at their regular job is available shall be offered at least four (4) hours work in another job at the employee's current hourly rate of wages or at the Employer's option shall be paid four (4) hours pay in lieu of work. This provision shall not apply if the failure to notify the employee was caused by the employee's absence from work on the previous day or if the failure to provide work is caused by reason of a strike or other work stoppage, machinery breakdown, fire, flood, power failure or other like cause.

## **ARTICLE 22 – WAGES AND ALLOWANCES**

22.01 An employee will be paid every second Thursday at the appropriate rate in accordance with Appendix “A” attached to this Agreement. It is understood that an employee’s pay may be delayed where his duly completed time cards are not in the hands of the Administration in adequate time to make payroll.

22.02 On each pay day an employee will be provided with an itemized statement of his wages and deductions.

### **22.03 Temporary Transfers**

An employee who for the convenience of the Employer, is temporarily transferred to another classification for which the rate of pay is different from that in effect from such employee’s regular classification shall be paid while so working as follows:

- (a) if the rate of pay for the classification to which he is transferred is less than the employee’s regular rate of pay he shall receive his own higher rate of pay;
- (b) if the rate of pay for the classification to which he is transferred is higher than the employee’s regular rate of pay he shall receive the higher rate of pay for the classification to which he is temporarily transferred for the period of time specified;
- (c) an employee, who for the convenience of the employee is temporarily transferred for the period of one full shift of eight hours or more to a lower rate classification shall be paid the lower rate of pay applicable to that job classification while so working;
- (d) an employee on shift will be utilized in another classification prior to calling another employee to return to work;
- (e) Junior employees in any classification may be released to perform duties within another classification for the purpose of day to day operations. Upon an extension of a work day, overtime will be applied as noted in Article 23.06



22.04

**On-Call (Standby)**

- (a) Public Works and Parks and Facility employees will be required to perform on-call duty on a weekend basis in accordance with a list posted by the Department Head. Any changes to this list amongst the employees shall be allowed if this is mutually agreed upon and the Department Head is notified in advance. The employee on call is required to hold himself or herself readily available outside of normal working hours for work for dispatch on calls. If required to report for duty, clause 23.05 will apply.
- (b) Employees designated for on-call duty who are unable to perform such duty because of illness shall notify his or her Department Head immediately.
- (c) Employees designated for on-call duty will be paid for such duty in accordance with the on-call remuneration schedule which is attached to this Collective Agreement as Schedule "A".
- (d) On-call duty is defined as that duty performed by employees who are required to be readily available within thirty (30) minutes or less **(by means of normal driving conditions), at the Public Work's Yard or designated area by the Parks and Facilities Supervisor.**
- (e) An employee who is scheduled to work weekends year round shall have the opportunity to receive on-call duty, which shall be scheduled on his/her regular days off at the discretion of Management. Refer to the Letter of Understanding that outlines the concept of On-Call-Standby for operational purposes.
- (f) Management will reassign standby when an employee is on sick leave, WSIB and Short Term or Long Term Disability. Standby shall be offered to all qualified employees first and will be compulsory for the junior employee if no one volunteers. An Employee may exchange their standby with another qualified employee, subject to management's approval and submitted no later than 4:00 p.m. the Thursday prior to the scheduled standby.

Note: The Mechanic may request to be added to the stand-by list. If granted he shall be paid overtime at the Roads 1 rate.

22.05

The Employer will replace tools owned by the employee, worn and broken on the job.

**Seasonal Transfers – Water Classification During Winter Operations:**

The Employer may establish additional shifts during winter control operations for employees within the Water Classification. This shift shall be in effect from November 1<sup>st</sup> to April 30<sup>th</sup> of each year; however, will be dependent upon the weather. The commencement and ending of such shifts will be adjusted by the Employer based upon the weather, provided one (1) full calendar week notice is provided.

For the purpose of this Article, an employee from the Water Classification, who for the convenience of the employer, is temporarily transferred to another classification for which the rate of pay is different from that in effect from such employee's regular classification shall be paid while so working as follows:

- (a) If the rate of pay for the classification to which he is transferred is less than the employee's regular rate of pay he shall receive his own higher rate of pay;
- (b) If the rate of pay for the classification to which he is transferred is higher than the employee's regular rate of pay he shall receive the higher rate of pay for the classification to which he is temporary transferred;
- (c) An employee on shift will be utilized in another classification prior to calling another employee to work;
- (d) Consistent with the Roads Classification, the implementation of additional shifts for the Water Classification during winter operations shall be posted for volunteers. In the event that there are not enough volunteers to fulfill the operational requirements, junior employees from the water classification may be released to perform such duties for the period of time specified during winter operations.

Refer to the Letter of Understanding that outlines the concept of Seasonal Transfers – Water Classification During Winter Operation for operational purposes.

## ARTICLE 23 – OVERTIME

- 23.01        The Union recognizes that overtime may be necessary and is part of the job.
- 23.02        Time and one-half the employee's straight time hourly rate shall be paid for all hours worked in excess of eight (8) hours in one day or forty (40) hours in a week. Employees will not be deliberately laid off by the Town during the week in order to avoid payment of overtime premiums. Furthermore, where an employee has worked in excess of his regular assigned hours in any day or night of any week but is prevented from working his full working week by the intervention of a plant holiday or by the failure of the Town to provide him with work or by illness of the employee verified to the Town's satisfaction then in such cases he shall receive overtime for such week calculated on a daily basis.
- 23.03 (a)    All overtime must be pre-authorized by the supervisor, Department Head or Foreman.
- (b)    Management shall assign overtime to the senior qualified employee within the classification. If there are not enough qualified employees within the classification required, the Employer shall then assign overtime in order of seniority within the Department.
- (c)    Overtime necessitated by a call out shall be offered to permanent employees prior to being offered to casual or part-time employees. Casual or part-time employees shall not be used as substitutes for full-time employees except for reasonable extension of work day.
- (d)    The Corporation agrees to respect seniority when assigning duties for the day to day operation and over-time by the required classification. If there are not enough qualified employees within the classification required, the Employer shall then assign vehicles to qualified employees, in order of seniority within the Public Works Department.

### Classifications

- Roads 2        All heavy equipment (i.e., loader, tractor, grader, backhoe/loader, snow blower)
- Roads 1        All equipment that requires a minimum DZ license including sweepers and road maintenance equipment.
- Roads 0        All equipment that requires a minimum G license.

## Water 0, 1&2 Sewer FlusherVac Truck

Mechanic      Mechanic can operate all equipment if qualified to do so.

- \* Note: individuals will only be paid a higher rate if they are deemed “in-training” (i.e. heavy equipment operator (Roads “2”) in-training, Roads “1” in training, etc.)
- \* Note: “0” will no longer be paid a higher rate for operating the trackless/sidewalk equipment, as a DZ is not required to operate the same.

23.04      If an employee works on any of the designated paid holidays set out in Article 16, he shall be paid for all hours worked on the holiday at the rate of time and one-half (1 ½) his regular hourly rate in addition to his holiday pay as set out in Article 16.

23.05      When an hourly employee is called in for overtime work outside his or her normal working hours, he or she shall be provided with a minimum payment of two (2) hours at the appropriate premium rate or the actual time worked at the appropriate premium rate, whichever is greater. No additional payment will be made for more than one call-out during the two hour period. When the employee has completed his or her call-out work, he or she will be allowed to return to his or her home provided he or she has checked to ensure that additional calls have not been received. This provision will not apply when overtime is a direct extension of a working day.

Notwithstanding the above, if an employee is called in for overtime work within two (2) hours of his or her normal start time, and does not report for said work in thirty (30) minutes or less, he/she shall not receive the two (2) hours minimum payment, but shall receive payment for overtime worked.

### 23.06      **Extension of Work Day**

Extension of the work day shall be defined as work being performed by an Employee on their scheduled shift that needs to be completed beyond the conclusion of that same shift. Overtime work that is defined as an extension of the work day shall be performed by the Employee or Employees performing the work at that time, on their scheduled shift.

Where new work is identified prior to three (3) hours before the conclusion of a normal shift and must be completed on overtime, every reasonable effort shall be made to utilize seniority within the classification.

From November 1 to March 31 the extension of work day shall not continue past five (5) hours. From April 1 to October 30 the extension of

work day shall not continue past three (3) hours unless under extenuating circumstances.

23.07

**Meal Allowance**

Employees required to work four (4) hours or more overtime in conjunction with the regular shift, shall be supplied with a meal allowance of fifteen dollars (\$15.00) each. When the total amount of continuous overtime is ten (10) hours or more, in conjunction with the regular shift, a second meal allowance at fifteen dollars (\$15.00) shall be supplied.

23.08

Employees may choose, in lieu of payment, to bank earned overtime at the appropriate rate to a maximum accrual overtime, in any one year of fifty-three (53) hours, twenty-seven (27) hours or sixteen (16) hours. The scheduling of the fifty-three (53) overtime hours as time off may only be taken as follows: Public Works - From April to May and October to November; and Parks and Facilities - from January to March or June to August. Employees shall provide seven (7) days' notice to the Department Head, where permission will not be unreasonably withheld by Management.

An Employee who elects to participate, the first fifty-three (53) hours, twenty-seven (27) hours, or sixteen (16) hours, of overtime shall be set aside as lieu time. If a short fall of hours exist the employee may choose to be paid calculated at the overtime rate (80/40/24 hours) or take the time off in lieu calculated at the overtime rate. The fifty-three/twenty-seven/sixteen hours of the accumulated overtime calculated at the overtime rate shall equate to eighty/forty/twenty-four hours of lieu time. The overtime bank is not to be replenished in the same calendar year.

## **ARTICLE 24 – JOB CLASSIFICATIONS**

- 24.01 When a new job classification which is covered by the terms of this Agreement is established by the Town, or where an existing job classification is substantially altered so that is tantamount to a new job classification, the Town shall determine the rate of pay for such classification and notify the Union of the same.
- 24.02 If the Union challenges the rate it shall have the right to request a meeting with the Town to negotiate a mutually satisfactory rate provided it makes such request within ten (10) working days after receipt of notice from the Town of such new job classification and rate.
- 24.03 If the parties are unable to agree upon the appropriate rate, a dispute concerning the new rate may be submitted to arbitration as provided in this agreement if submitted at Step Number 2 of the grievance procedure within fifteen (15) days of the meeting. In the event the Union fails to notify the company of its request for a meeting within the ten (10) working days specified or of its submission to arbitration within the fifteen (15) days specified, the rate set by the Town shall be deemed to be the rate settled upon by the parties.
- 24.04 The decision of a board of arbitration in dealing with the rate shall be based solely on the relationship established by comparison of the new job with other existing jobs classified in Schedule “A” of this agreement having regard to the requirements and duties of such Job Classifications.
- 24.05 Within a reasonable period of time following ratification of this Collective Agreement, the Employer shall provide the Union with a list of the existing job classifications within the bargaining unit setting out the minimum requirements and duties of each of those job classifications. It is understood and agreed between the parties however that the requirements and duties for any job classification do not form part of this Collective Agreement, and that they are not static and may be altered from time to time by the Town provided however that when an existing job classification is substantially altered so that it is tantamount to a new classification the Town shall determine the rate of pay for such new classification and notify the Union of the same pursuant to Article 24.01 of this Agreement.

## **ARTICLE 25 – SAFETY SHOES AND PROTECTIVE CLOTHING**

The employer is committed to reviewing the quality of the clothing provided to staff.

- 25.01 (a) All employees governed by this Collective Agreement shall wear C.S.A. approved safety boots at all times while at work with the exception that employees working primarily at a Parks and Facilities Department facility may wear safety shoes. Consequently, all employees who have completed their probationary period will be allowed a boot allowance equal to one hundred and sixty dollars (\$160.00) to be paid to each employee on or before June 1 of each year. Casual employees shall be entitled to the boot allowance the third consecutive season worked and shall then receive the allowance every second season thereafter.
- (b) (i) The Employer shall supply a parka once every two years, October 1<sup>st</sup>, for public works employees.
- (ii) The Employer shall supply a thermal jacket once every two years, by November, for parks and facilities employees.
- (c) (i) The Employer will supply for Public Works employees, coveralls, gloves, two (2) pairs of shorts and any other protective clothing which it may from time to time in its discretion determine to provide at its own cost and expense.
- (ii) The Employer will supply for parks and facilities employees work Pants, shirts, two (2) pairs of shorts and any other protective clothing which it may from time to time in its discretion determine to provide at its own cost and expense.
- (iii) The Employer will supply to Public Works employees, including mechanics and building maintenance, one (1) pair of overalls, four (4) pairs of work pants and four (4) shirts or “T” shirts once every two (2) years no later than May 1<sup>st</sup>. Cleaning and maintenance of this clothing issue is the full responsibility of the employee. Pants and shirts will be replaced once every two (2) years.
- (iv) The Employer will provide each employee with one (1) pair of rubber boots, C.S.A. certified, to be replaced when required, as determined by Management. This item must be turned in before new boots are supplied.
- (d) The Employer retains final approval on all purchases and may, in its discretion, reassume the duties of making those purchases.

- (e) For the duration of the current Collective Agreement, the Parka listed in Article 25.01 (b) (i) and the coveralls and shirts listed in Article 25.01 (c) (iii) shall be of the safety orange variety with fluorescent markings.
  - (f) The cleaning of coveralls will be the responsibility of the employee as opposed to the Employer.
  - (g) Employees may request different clothing options that fall within the same budget allocation, upon discussion with management.
- 25.02 The parties recognize that it is the duty of the employees to take proper and reasonable care of those articles referred to above as if they were the owner of those articles, and, accordingly, in the event of loss or damage through negligent use or improper care the employee shall reimburse the Employer for the replacement cost of those articles by way of payroll deduction, otherwise the Employer shall replace or repair such articles at no cost to the employee(s). Effective upon the signing of the Collective Agreement, if it is necessary for an employee to reimburse the Employer, it shall be by way of payroll deduction to a maximum of twenty dollars (\$20.00) per pay until the value of the article (s) is recovered.
- 25.03 Employees shall be provided the opportunity to purchase clothing through Town suppliers when Town purchasing occurs.
- 25.04 All renewed safety protective clothing issued by the Employer shall be worn at the time of replacement. Employees shall replace clothing in poor condition with the newly supplied upon issuance.

#### **ARTICLE 26 – EMPLOYEE STATUS DEFINITION**

- 26.01 A casual employee is an employee within the bargaining unit, as described in Article 2.01, who is hired for work of a casual, seasonal or non-recurring nature, for a cumulative period not exceeding 8 months within a 12 month period unless otherwise mutually agreed between the parties in writing.

All articles of this agreement shall be applicable to casual employees, except the following:

Article 10 – Seniority

Article 11 – Promotions and Staff Changes

Article 14 – Grievance Procedure Against Layoff and Dismissal

Article 16 - \*Holidays

Article 17 - \*Vacations

Article 18 – Benefits

Article 19 – Sick Leave

Article 20 – Leaves of Absence



Article 25 – Clothing Allowances {except as provided in Article 25.01(a)}

(\*Note: Holiday and vacation allowance will be in accordance with the *Employment Standards Act*)

#### **ARTICLE 27 – MODIFIED WORK PROGRAM**

- 27.01           The Employee, the Union and the Employer will work together to facilitate the return of an injured or ill employee to his position.

#### **ARTICLE 28 – GENERAL CONDITIONS**

- 28.01           Management shall endeavour to provide employees access to their lockers fifteen (15) minutes prior to starting time.

- 28.02           Management will make every effort to provide an in-house training program for all specified equipment for those employees who express an interest, in writing. Training opportunities will be offered within departments prior to being offered bargaining unit wide.

- 28.03           When the Employer requires an employee to obtain additional certificates or licenses or further training for the performance of his job, it will bear the initial cost of the required courses or training, with employees bearing the cost for repeat courses or training in which they were not successful in passing the first time. Any formal training opportunities shall be offered to full-time employees within the classification prior to being offered to part-time or casual employees.

This provision does not include G license.

- 28.04           The Employer will conduct annual driver abstract checks for all staff and assume the associated cost.

**ARTICLE 29 – DURATION**

29.01 Agreement shall become effective **January 1, 2014 and shall remain in force and effect until December 31, 2016.** This Agreement will be automatically renewed effective January 1, 2017, unless notice is given by either party to the other party by registered mail within the three (3) month period prior to the expiration date that it desires to amend or terminate the agreement.

In witness whereof, the parties hereto have caused this Agreement to be executed by their duly authorized officers and representatives this  
day                      of                      2014.

**CANADIAN UNION OF PUBLIC  
EMPLOYEES AND ITS LOCAL 3115**

**THE CORPORATION OF THE  
TOWN OF WASAGA BEACH**

\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_

CUPE Representative

\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_

**SCHEDULE 'A'**

	<b>1-Jan-14</b>	<b>1-Jan-15</b>	<b>1-Jan-16</b>
ROADS-0/BMP-0/APP-0	23.22	23.57	23.93
ROADS-1/BMP-1/PP1	24.88	25.25	25.63
ROADS-2/BMP-2/PP-2	26.54	26.94	27.34
Water-0/GARDENER-0	27.16	27.57	27.98
Water-1	28.48	28.91	29.34
Water-2	29.85	30.30	30.75
Mechanic 1	29.60	30.04	30.49
Mechanic 2	29.97	30.42	30.88

*Definitions: BMP – Building Maintenance Personnel, (Arena, RecPlex and Facilities Personnel; PP – Parks Personnel*

Classifications would be:

- Roads Personnel (with Level 0, 1, 2)
- Water / Sewer Personnel (with Level 0, 1, 2)
- Mechanics (with Level 1, 2)

Overtime will be called out based on seniority and qualifications within the respective classifications.

Roads “0”

**Public Works Maintenance Person – Entry Level**

**Requirements:** DZ License

Upon obtaining a DZ drivers license and obtaining a minimum of 300 hours of Public Works plowing experience, an employee can apply and request for Roads “1” Level status. Promotions to Roads 1 shall be subject to Article 11.03 (a) and the successful completion of a practical test and probationary period.

Roads “1”

**Public Works Maintenance Person – Intermediate Level**

An Employee can apply for a Roads “2” level position when posted, which shall be based on operational needs. Promotions to Roads “2” shall be subject to Article 11.03 (a), maintaining a DZ license, obtaining a minimum of 200 hours of Public Works experience on the heavy equipment (includes grader, backhoe, loader, tractor, and Sicard blower) and completing practical tests for each piece of equipment. Upon successful completion of the practical tests and the probationary period, Road “2” status will be achieved.

(Note: Loading of vehicles with front buckets will not be considered for hours of experience unless involved on a construction site or snow removal operations)

Roads “2”

**Public Works Maintenance Person – Senior Level**

**Requirements:** Maintaining a DZ license in good standing; has the ability and training and competency to operate the heavy equipment (includes grader, backhoe, loader tractor, and Sicard blower.)

## Standby

Weekends (Note 4)	\$100.00
Holidays	\$50.00

- Note 1: Probationary rate will be NINETY percent of the hourly rate for the Classification for the first three (3) months.
- Note 2: The Town will pay to an employee it assigns to act as a “LEAD HAND”, a premium of three dollars (\$3.00) per hour.
- Note 3: The Town will pay to an employee standby pursuant to Section 22.04 (c), being Friday 4 p.m. to Monday 7 a.m.
- Note 4: An employee who has missed his rotation on stand-by due to working a regularly scheduled weekend shift for summer scheduling will be paid the stand-by rate applicable for the weekend according to Schedule A.
- Note 5: Any employee operating the sanitary sewer VAC truck shall be paid at the Water 0 rate while while working on sanitary sewers.

**LETTER OF UNDERSTANDING #1**

To be appended to and form part of the Current Collective Agreement

Between

THE CORPORATION OF THE TOWN OF WASAGA BEACH  
(The Employer)

And

THE CANADIAN UNION OF PUBLIC EMPLOYEES - LOCAL 3115  
(The Union)

The parties agree that the number of employees within the Union shall not be reduced below the current complement of thirty-six (36) full time equivalent (F.T.E.) permanent positions for the term of this collective agreement.

Dated at Wasaga Beach, ON, this 8 day of January 2014.

For the Employer

For the Union

**LETTER OF UNDERSTANDING #2**

To be appended to and form part of the Current Collective Agreement

Between

THE CORPORATION OF THE TOWN OF WASAGA BEACH  
(The Employer)

And

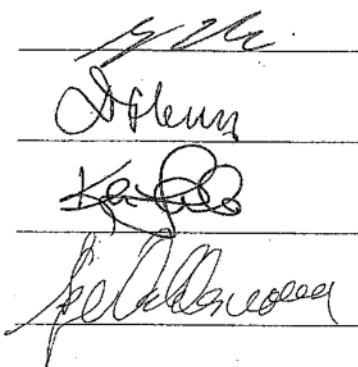
THE CANADIAN UNION OF PUBLIC EMPLOYEES  
AND ITS LOCAL 3115  
(The Union)

**WHEREAS** the above parties are in agreement to the following terms pertaining to the review of the Town's benefit program:

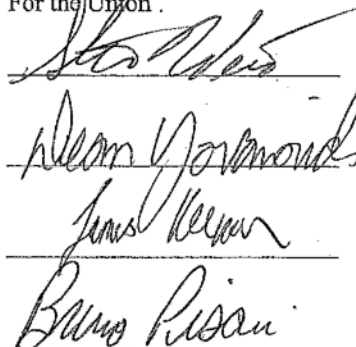
1. This Letter of Understanding shall be without prejudice or precedent to the position of either party;
2. All terms used in this Letter of Understanding are consistent with their meaning under the Collective Agreement;
3. The Town commits to conducting a comprehensive review of the Town's benefits program with recommendations to be made to Council by March 31, 2014. The review will include two (2) members of the Union who will participate in the review and recommendations.
4. The Town will immediately communicate to the Union any changes to the review's committed completion date if Council determines the subject shall be brought forward at a later date.

Dated at Wasaga Beach, ON, this 8 day of January 2014.

For the Employer



For the Union



### **LETTER OF UNDERSTANDING #3**

To be appended to and form part of the Current Collective Agreement

Between

THE CORPORATION OF THE TOWN OF WASAGA BEACH  
(The Employer)

And

THE CANADIAN UNION OF PUBLIC EMPLOYEES  
AND ITS LOCAL 3115  
(The Union)

**WHEREAS** the above parties are in agreement to the following terms pertaining to the concept of On-Call-Standby (Article 22.04 (e)).

1. This Letter of Understanding shall be without prejudice or precedent to the position of either party;
2. All terms used in this Letter of Understanding are consistent with their meaning under the Collective Agreement;
3. Purpose is to reduce the Water Weekend Standbys to the 'non winter' months only and, in lieu place a 2<sup>nd</sup> Roads staff on-call that weekend.

#### **Roads Classification**

- Start with Christmas (same as in previous years)
- Rotated amongst seniority
- Standby assigned one (1) per weekend during non-winter season; however, two (2) per weekend during winter season (when water staff removed)

#### **Water Classification**

- Rotated one per weekend during non-winter season; commencing first week of April to last week of November by Seniority
- No winter weekends – Water Standby replaced with second Roads Standby as indicated above

#### **Call Out Procedures During Winter Operations:**

- 1<sup>st</sup> Call – Senior Roads Standby (Qualifications)
- 2<sup>nd</sup> Call – Other Roads Standby (Qualifications)
- 3<sup>rd</sup> Call – Seniority and Qualifications amongst Roads Classification
- 4<sup>th</sup> Call – All remaining staff (remaining Water and Mechanics) based on Seniority and Qualifications


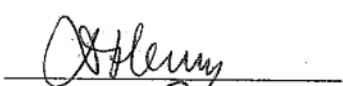
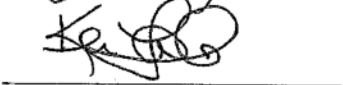
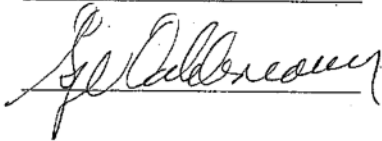


A draft schedule is noted as follows:

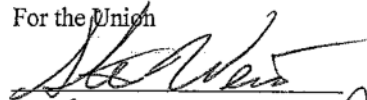
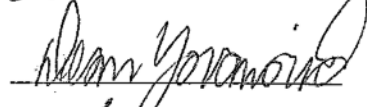
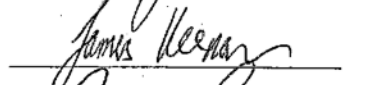

Existing (2013) Standby Schedule	Eliminate Water Standby during Winter Season
<ul style="list-style-type: none"><li>• 4 staff with 5 weekends/year</li></ul>	10 Roads with 4 weekends
<ul style="list-style-type: none"><li>• 22 staff with 4 weekends/year</li></ul>	10 Roads with 3 weekends
	4 Water with 7 weekends
	1 Water with 6 weekends

Dated at Wasaga Beach, ON, this 8 day of January 2014.

For the Employer

For the Union

### **LETTER OF UNDERSTANDING #4**

To be appended to and form part of the Current Collective Agreement

Between

THE CORPORATION OF THE TOWN OF WASAGA BEACH  
(The Employer)

And

THE CANADIAN UNION OF PUBLIC EMPLOYEES  
AND ITS LOCAL 3115  
(The Union)

**WHEREAS** the above parties are in agreement to the following terms pertaining to the concept of Seasonal Transfers – Water Classification During Winter Operations (Article 22.06).

1. This Letter of Understanding shall be without prejudice or precedent to the position of either party;
2. All terms used in this Letter of Understanding are consistent with their meaning under the Collective Agreement;
3. The purpose to confirm Seasonal Transfers for the Water Classification during winter operations as follows:
  - During the winter season, an early Water Shift will be established, coinciding with the Roads morning shift
  - Early Water shift will be posted for volunteers, similar to the Roads morning shift
  - Water staff will be temporarily transferred each morning to perform winter operations as needed; however, they would remain under the Water Classification – They will not be reassigned to the Roads Classification for the season
  - Overtime re. winter operations will be as follows:
    - 1<sup>st</sup> call – senior Roads standby (provided he is qualified)
    - 2<sup>nd</sup> call – other Roads standby (provided he is qualified)
    - 3<sup>rd</sup> call – Seniority and Qualifications in the remaining Roads Classification
    - 4<sup>th</sup> call – All other staff (Water and Mechanics) based on seniority and qualifications
  - This generally maintains past practice re. call in procedures (i.e. Roads 1<sup>st</sup> → Others)
  - The above noted process will essentially be the 'status quo' process (i.e. transfer each morning); however, they will be incorporated into an early water shift.
  - In the event that the water staff are not needed to perform winter/roads operations, they can be assigned other duties, including but not limited to:

- Initiate weekly flushing program – starting at 5am vs. 7am
- Clear snow from fire hydrants
- Repair fire hydrant markers
- Inspect storm and sanitary manholes
- Miscellaneous labouring duties

Dated at Wasaga Beach, ON, this 8 day of January 2014.

For the Employer

[Signature]  
Steeny  
[Signature]  
[Signature]

For the Union

[Signature]  
Dean [Signature]  
[Signature]  
Bruce [Signature]

### Working Lead Hand –Terms of Reference

The Working Lead Hand (WLH) will assist in a supporting role, the Foreman, in their duties as required. It is anticipated that this role will need to be filled up to 500 hours in a given work year of 2080 hours.

When required the WLH will report to the Roads and Sewer and Water Foreman or Parks and Facilities Foreman. The general responsibilities include, but are not limited to:

- Working Lead Hand while on a construction, road maintenance, parks or facilities project is responsible on site for the works being undertaken and completion of same in a safe and efficient manner, and providing direction to staff as required;
- Prepare assignments of staff in the undertaking of the Public Works or Parks and Facilities maintenance activities;
- Inspection and follow-up of assignments made to staff, and safety checks including road patrols;
- Investigate and respond to public inquiries and complaints (as requested from the Foreman);
- Public Works: Non-winter Foreman Weekend Standby as relief for the Foreman, initially as a trial, and may be included on a rotational schedule. (Does not include winter Foreman Weekend Standby at this time – but may be revisited after the trial period).
- Parks: Weekend Standby as relief for the Foreman, initially as a trial, and may be included on a rotation schedule.

Note: The WLH must give up their normal outside staff "standby" when it conflicts with the Foreman "standby" and it will be reassigned by management. The WLH will not be entitled to, nor offered an additional outside staff "standby" for standby's that was reassigned.

The Working Lead Hand must;

- Possess a Secondary School Diploma or equivalent;
- A valid Ministry of Transportation Class "G" Drivers Licence in good standing (may require a driver abstract);
- Excellent verbal and written communication skills with an ability in creating reports, records and statistics;
- Strong customer service abilities when dealing with the public;
- Demonstrated knowledge of safety standards and best practices, including the supervisor requirements under the Occupational Health and Safety Act, Ontario Traffic Manual, Hours of Service Legislation, and other applicable legislation;
- Computer literacy with working knowledge of Microsoft Office;

- Experience in all aspects of the Public Works or Parks and Facilities maintenance operations.

Rate: Current rate plus \$3.00/hr

In witness whereof, the parties hereto have caused this Agreement to be executed by their duly authorized officers and representatives this 18th day of December 2013.

CANADIAN UNION OF PUBLIC

EMPLOYEES AND ITS LOCAL 3115

Steve White  
Brook Kiscun  
Ed. Leon Novakovich  
James Kerran

THE CORPORATION OF THE

TOWN OF WASAGA BEACH

K. R. R.  
St. L. L.  
St. L. L.

**THE CORPORATION OF THE  
TOWN OF WASAGA BEACH**

**BY-LAW NO. 2014-\_\_\_**

**A BY-LAW TO AUTHORIZE EXECUTION OF AN AGREEMENT BETWEEN SDI  
MARKETING - PEPSI™ AND THE TOWN OF WASAGA BEACH**

WHEREAS Section 9 of the *Municipal Act, 2001*, as amended, grants municipalities the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under the Act;

AND WHEREAS signing agreements and documents is considered to be a natural person capacity, right, power or privilege;

AND WHEREAS the Council of The Corporation of the Town of Wasaga Beach deemed necessary and expedient that the Town of Wasaga Beach enter into an Agreement with SDI Marketing - Pepsi™ to operate an event on Town land;

NOW THEREFORE this Council of the Corporation of the Town of Wasaga Beach HEREBY ENACTS as follows:

1. THAT the Mayor and Clerk are hereby authorized to execute a Collective Agreement substantially in the same format, as attached hereto as Schedule "A" between SDI Marketing - Pepsi™ to operate a Pepsi™ Experience event on Town owned lands at 13 Main Street.
2. THAT upon final execution by all parties, that a copy of the said Agreement be attached as Schedule "A" to this By-Law.
3. THAT the Mayor's and the Clerk's authority and direction to execute the above noted Agreements and Documents extends to any renewal agreements or administrative amendments to the Agreements and Documents.
4. THAT this By-Law shall come into force and take effect on the date of its final passing.

READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED THIS 27<sup>th</sup> DAY OF MAY, 2014.

\_\_\_\_\_  
Cal Patterson, Mayor

\_\_\_\_\_  
Twyla Nicholson, Clerk

**AGREEMENT**

**BETWEEN:**            **SDI Marketing - Pepsi™**  
                                 Hereinafter called the "Licensee" of the First Part

-and-

**THE CORPORATION OF THE TOWN OF WASAGA BEACH**  
                                 Hereinafter called the "Town" of the Second Part

**REGARDING:**        The provision of the Town owned portion of the property located at 13 Main Street (former dome site) for the purpose of operating a Pepsi™ Experience event in a pre-engineered, inflatable structure that houses an entertainment area and stage. The purpose of this event is to promote Pepsi™ brands to consumers by way of free beverage product samples.

It should be noted that the property located at 13 Main Street is co-owned with #1126744 Ontario Inc. (Nick Vidinovski) and that SDI Marketing has entered into a separate agreement with said owner for the lease/rental of said space by which the Town of Wasaga Beach takes no responsibility for.

**IT IS HEREBY AGREED AND UNDERSTOOD BY BOTH PARTIES:**

1.     **THAT** the "Town" authorizes the "Licensee" to rent the Town owned portion of the property located at 13 Main Street (former dome site) for the purpose of operating a Pepsi™ Experience event in a pre-engineered, inflatable structure that houses an entertainment area and stage. The purpose of this event is to promote Pepsi™ brands to consumers by way of free beverage product samples.
2.     **THAT** the "Town" grants the "Licensee" the use of the land for a term of 21 days commencing set up on July 16th, 2014 and concluding with tear down on August 5<sup>th</sup>, 2014.
3.     **THAT** the "Licensee" will pay a rental fee of \$500.00 plus HST for the use of the Town owned portion of the land at 13 Main Street. This fee will be due 30 days prior to the event, being June 18<sup>th</sup>, 2014.
4.     **THAT** the "Licensee" will pay a refundable deposit of \$500.00. This deposit is to ensure that the property named above will be cleaned and returned to its original condition at the conclusion of the rental period. Upon a satisfactory site inspection at the conclusion of the rental period, this deposit will be returned.
5.     **THAT** the "Licensee" together with a representative from the Town of Wasaga Beach will conduct a site inspection at the commencement of the rental period so that the "Licensee" is satisfied as to the condition of the property.

6. **THAT** the "Licensee" shall be responsible for all financial costs of all utilities (water and power) associated with the operation of the Pepsi™ Experience event.
7. **THAT** the "Licensee" shall be responsible for the security, installation and maintenance of their event structure and other properties belonging to SDI Marketing. The "Licensee" is permitted to place suitable and appropriate signage on the business site to advertise its business in keeping with the Town's Sign By-law.
8. **THAT** the "Licensee" will assume responsibility of the land and will obtain an insurance certificate for the operation of the business for the duration of the Agreement, which rider will provide liability insurance in an aggregate amount of no less than \$2,000,000.00, and which rider will name the "Town" as co-insured. The "Licensee" shall provide a copy of the insurance certificate 30 days prior to the event, being June 18<sup>th</sup>, 2014.
9. **THAT** the "Licensee" will provide the "Town" with an operational and emergency plan for the event and that the "Licensee" understands that Fire and Building inspections of the structure will be required prior to the event being activated after set up on July 18<sup>th</sup>, 2014.
10. **THAT** if the "Licensee" undertakes any aesthetic improvements to the site (i.e. painting), those improvements remain the property of the Town.
11. **THAT** the "Licensee" shall be responsible for the overall appearance of the property occupied by the business to a standard set by the Town and agreed to by the "Licensee".
12. **THAT** this Agreement shall be binding upon the "Licensee", its successors and its assigns.
13. **THAT** in the event of dispute about any of the provisions of this Agreement a representative from the "Town" and a representative from the "Licensee" shall be appointed and asked to resolve the dispute to the mutual satisfaction of both parties. In the event that the dispute cannot be resolved, the Agreement shall be terminated with ninety (30) days written notice to either party.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
Aaron Wood  
(I have the authority to bind the Cooperation)

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Clerk



**THE CORPORATION OF THE  
TOWN OF WASAGA BEACH**

**BY-LAW NO. 2014-\_\_**

**A BY-LAW TO AUTHORIZE EXECUTION OF AN AGREEMENT BETWEEN  
OUTREACH MARKETING GROUP AND THE TOWN OF WASAGA BEACH**

WHEREAS Section 9 of the *Municipal Act, 2001*, as amended, grants municipalities the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under the Act;

AND WHEREAS signing agreements and documents is considered to be a natural person capacity, right, power or privilege;

AND WHEREAS the Council of The Corporation of the Town of Wasaga Beach deemed necessary and expedient that the Town of Wasaga Beach enter into an Agreement with Outreach Marketing Group and the Town of Wasaga Beach to construct and erect a wooden signage enclosure on Town lands;

NOW THEREFORE this Council of the Corporation of the Town of Wasaga Beach HEREBY ENACTS as follows:

1. THAT the Mayor and Clerk are hereby authorized to execute a Collective Agreement substantially in the same format, as attached hereto as Schedule "A" between Outreach Marketing Group (What's Up Hut) and the Town of Wasaga Beach to construct and erect a wooden signage enclosure on Town lands.
2. THAT upon final execution by all parties, that a copy of the said Agreement be attached as Schedule "A" to this By-Law.
3. THAT the Mayor's and the Clerk's authority and direction to execute the above noted Agreements and Documents extends to any renewal agreements or administrative amendments to the Agreements and Documents.
4. THAT this By-Law shall come into force and take effect on the date of its final passing.

READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED THIS 27<sup>th</sup> DAY OF MAY, 2014.

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Cal Patterson, Mayor

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Twyla Nicholson, Clerk

## AGREEMENT

**BETWEEN:**           **Outreach Marketing Group (What's Up Hut)**  
Hereinafter called the "Licensee" of the First Part

-and-

**THE CORPORATION OF THE TOWN OF WASAGA BEACH**  
Hereinafter called the "Town" of the Second Part

**REGARDING:** The location of a wooden signage enclosure around the existing sewage pump station hydro panel at the intersection of 1<sup>st</sup> Street and Beach Drive.

**IT IS HEREBY AGREED AND UNDERSTOOD BY BOTH PARTIES:**

1. **THAT** the “Town” authorizes the “Licensee” to construct and erect one (1) wooden signage enclosure at the intersection of 1<sup>st</sup> Street and Beach Drive at a location approved by the “Town” and in accordance with Schedule A.
2. **THAT** the “Town” grants the “Licensee” the exclusive right to place the enclosure for a term of five (5) years commencing May 14, 2014.
3. **THAT** the “Licensee” will assume responsibility and will obtain an insurance rider on the enclosure for the duration of the Agreement, which rider will provide liability insurance in an aggregate amount of no less than \$2,000,000.00, and which rider will name the “Town” as co-insured.
4. **THAT** the “Licensee” shall be responsible for the maintenance, including winter protection or storage, if required, installation of, repairs and replacements of the enclosure and panels that are affixed to the enclosure. It is understood that the “Town” may assist in establishing the precise location of the enclosure to ensure that there is no conflict with access to facilitate electrical maintenance and repairs of the hydro meter and panel.
5. **THAT** the “Licensee” shall be responsible to pay for and complete all design and content requirements as outlined by the “Town” in order to ensure that the panels always look aesthetically pleasing and promote positive and engaging content. All content on the panels shall be subject to approval by the “Town” in a timely manner.
6. **THAT** the enclosure will consist of four (4) sides to accommodate marketing and promotional panels, which will include a minimum of 30% community driven content to promote everything about Wasaga Beach, including but not limited to the following:
  - Special Events;
  - Get Outside – Ontario Parks and Wasaga Beach Trail Systems;
  - The History of Wasaga Beach –Then and Now; and
  - Live, Work and Play – Invest in Wasaga Beach
7. **THAT** the “Licensee” shall be responsible for the overall appearance of the enclosure, including panels that are affixed to the enclosure, and shall be responsible to replace any panels that do not meet that standard.
8. **THAT** the “Licensee” shall be responsible for the removal of any graffiti or other markings on the enclosure or panels and any other maintenance required and shall respond within 24 hours of any request by the “Town” to address a maintenance issue.
9. **THAT** the “Licensee” shall have exclusive rights for any and all advertising on the enclosure under this agreement upon payment to the “Town” of a fee of \$100.00 per month, plus applicable taxes, from May 1<sup>st</sup> to October 31<sup>st</sup>.

The fee shall be reduced to \$50.00 per month, plus applicable taxes, from November 1<sup>st</sup> to April 30<sup>th</sup>.

Payment of such fees shall commence upon completion of construction of the signage enclosure.

The "Town" shall have the right to place advertising free of charge as part of this agreement in a consistent format agreed upon by both parties.

10. **THAT** it is agreed that the "Town" shall have the right to approve content prior to posting and veto any proposed advertising considered inappropriate by the "Town", upon written notice to the "Licensee".
11. **THAT** the signage enclosure shall not be used for posting election signs or election campaign material.
12. **THAT** the "Town" reserves the right to remove and dispose of the structure if the "Licensee" does not maintain the enclosure or panels as per the Town's direction
13. **THAT** this Agreement shall be binding upon the "Licensee", its successors and its assigns.
14. **THAT** the "Licensee" shall be responsible for the cost of any adjustments to the location of the enclosure at the request of the "Town", including moving the location as a result of right-of-way improvements or road and boulevard re-construction.
15. **THAT** this Agreement shall be reviewed at the end of the first five (5) years and every five (5) years after that date. If the Agreement is not to be renewed, ninety (90) days written notice shall be given to the other party.
16. **THAT** in the event of dispute about any of the provisions of this Agreement a representative from the "Town" and a representative from the "Licensee" shall be appointed and asked to resolve the dispute to the mutual satisfaction of both parties. In the event that the dispute cannot be resolved, the Agreement shall be terminated within ninety (90) days written notice to either party.
17. **THAT** the Owner shall notify the Town in writing at least ninety (90) days in advance of sale of the signage enclosure providing the name and background of the prospective purchaser, which shall be subject to Council review and approval prior to any sale being finalized.
18. **THAT** any party to the Agreement may withdraw by giving ninety (90) days written notice to all other parties, or such earlier time as agreed upon by all the parties.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2014

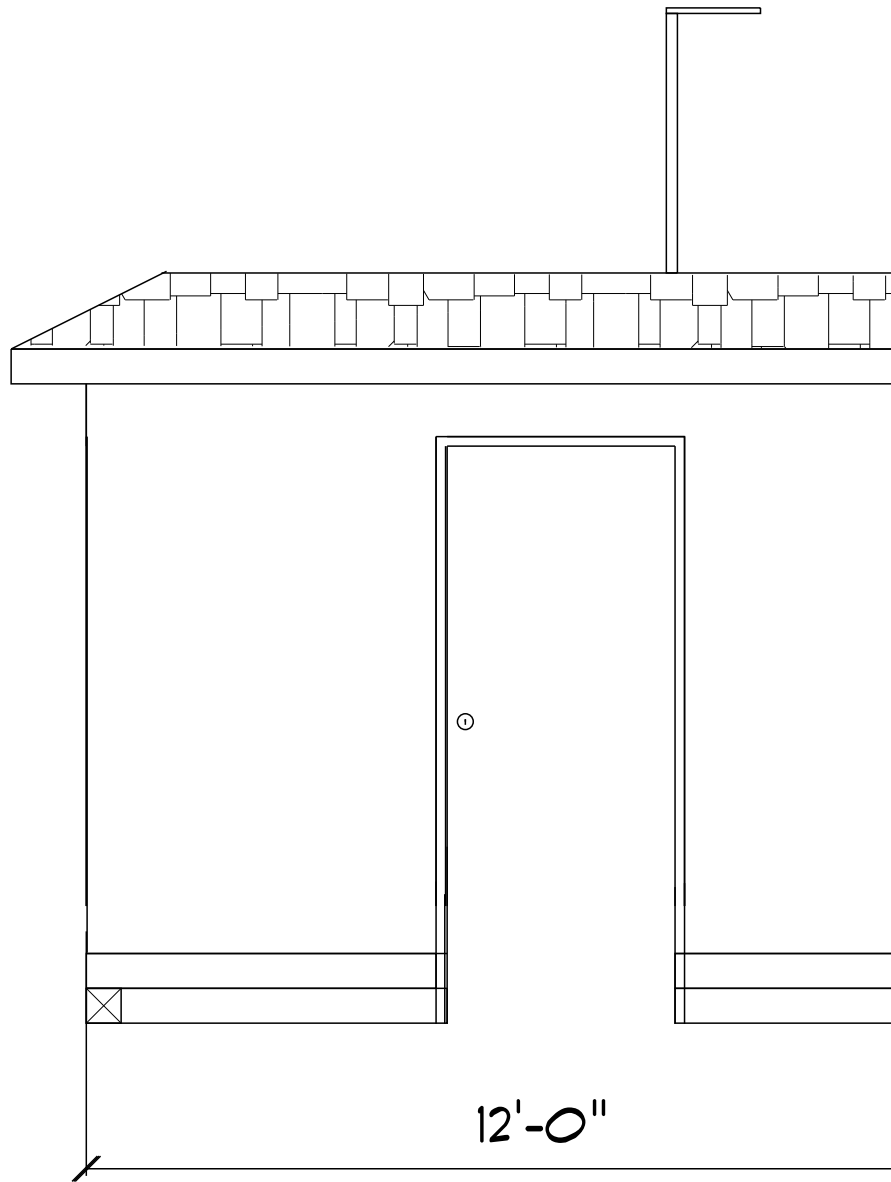
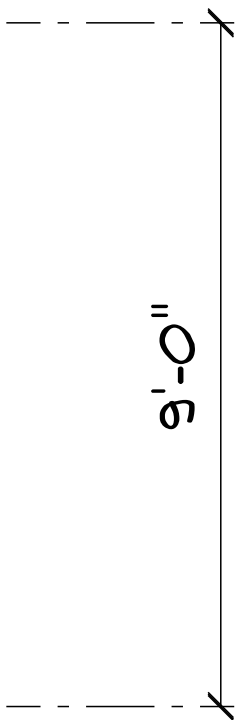
\_\_\_\_\_  
Tanya Snell, Owner  
Outreach Marketing Group (What's Up Hut)  
291-2 Main Street, Suite 245  
Wasaga Beach, ON  
L9Z 0E8  
(I have the authority to bind the Cooperation)

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Clerk



Site plan showing the existing building and bicycle stand area. The building is a rectangular structure with a total width of 12'-0" and a total depth of 13'-0 5/8". The building footprint is 8'-0" wide by 8'-0" deep. The bicycle stand is located to the left of the building, with a width of 21'-10 3/4" and a depth of 13'-0 5/8". The building has a central entrance area measuring 3'-3" by 3'-3". The plan also shows the existing sign post and the bay side (west) of the building. The building is situated on a lot with a curved boundary on the left and a curved boundary on the right. The plan is labeled "EXISTING SIGN POST", "BICYCLE STAND", "12'-0\"", "13'-0 5/8\"", "8'-0\"", "8'-0\"", "3'-3\"", "3'-3\"", "3'-0\"", "3'-0\"", "3'-3\"", "3'-3\"", "21'-10 3/4\"", "12'-0\"", "BAY SIDE (WEST)", and "BEACH DRIVE".



## **Explanatory Note**

**To**

**By-Law No. 2014- \_\_\_\_\_**

The purpose of the by-law is to repeal By-Law No. 2014-40, being a by-law to authorize the Mayor and the Clerk to execute an agreement between the Corporation of the Town of Wasaga Beach and the Association of Municipalities of Ontario, and to adopt a new by-law to execute the agreement.

Council approved By-Law No. 2014-40 at its May 13/14 meeting; however, it stated that it was an “amending” agreement. AMO has asked the By-Law be changed to remove the word “Amending” as the agreement is a new Municipal Funding Agreement and there should be no reference to an amendment.

The by-law is properly before Council for consideration.

**THE CORPORATION OF THE  
TOWN OF WASAGA BEACH**

**BY-LAW NO. 2014-\_\_\_\_\_**

**A BY-LAW TO AUTHORIZE THE MAYOR AND THE CLERK  
TO EXECUTE AN AGREEMENT BETWEEN  
THE CORPORATION OF THE TOWN OF WASAGA BEACH  
AND THE ASSOCIATION OF MUNICIPALITIES OF ONTARIO**

WHEREAS Section 9 of the *Municipal Act, 2001*, as amended, grants municipalities the capacity, rights, power and privileges of a natural person for the purpose of exercising its authority under the Act;

AND WHEREAS signing agreements and documents is considered to be a natural person capacity, right, power, or privilege;

AND WHEREAS the Council of The Corporation of the Town of Wasaga Beach deems it advisable and expedient to sign an Agreement with the Association of Municipalities of Ontario relating to the Municipal Funding Agreement for the Transfer of Federal Gas Tax Revenues Under the New Deal for Cities and Communities;

NOW THEREFORE the Council of the Corporation of the Town of Wasaga Beach HEREBY ENACTS as follows:

1. THAT the Mayor and Clerk are hereby authorized and directed to execute the Municipal Funding Agreement for the Transfer of Federal Gas Tax Funds with the Association of Municipalities of Ontario.
2. THAT the Agreement is attached as Schedule "A" and forms part of this By-Law.
3. THAT the Mayor's and the Clerk's authority and direction to execute the above noted Municipal Funding Agreement extends to any renewal agreements or administrative amendments to the Agreements and Documents.
4. THAT By-Law No. 2014-40 is hereby repealed.
5. THAT this By-Law shall come into force and take effect on the date of its final passing.

READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED THIS 13<sup>th</sup> DAY OF MAY, 2014.

\_\_\_\_\_  
Cal Patterson, Mayor

\_\_\_\_\_  
Twyla Nicholson, Clerk



**THE CORPORATION OF THE  
TOWN OF WASAGA BEACH**

**BY-LAW NO. 2014-**

**A BY-LAW TO CONFIRM THE PROCEEDINGS OF  
THE COUNCIL OF THE CORPORATION OF THE  
TOWN OF WASAGA BEACH  
AT ITS REGULAR MEETING HELD TUESDAY, MAY 27, 2014**

WHEREAS Section 5(1) of the *Municipal Act*, 2001, as amended provides that the powers of a municipality shall be exercised by its council;

AND WHEREAS Section 5(3) of the *Municipal Act*, 2001, as amended, provides that municipal power, including a municipality's capacity, rights, powers and privileges under Section 9 of the *Municipal Act*, 2001, as amended, shall be exercised by by-law unless the municipality is specifically authorized to do otherwise;

AND WHEREAS in many cases, action which is taken or authorized to be taken by the council does not lend itself to the passage of an individual by-law;

AND WHEREAS the Council of The Corporation of the Town of Wasaga Beach adopted By-Law No. 2006-20, as amended establishing rules of order and procedures for the Council;

AND WHEREAS provision was made in By-Law No. 2006-20, as amended, for enactment of a Confirmatory By-Law at the end of each Regular or Special Council Meeting to confirm recommendations and actions approved at that meeting;

AND WHEREAS the Council of the Town of Wasaga Beach deems it advisable and expedient that the proceedings of this meeting be confirmed and adopted by by-law;

NOW THEREFORE this Council of the Corporation of the Town of Wasaga Beach HEREBY ENACTS as follows:

1. THAT the actions of the Council of the Corporation of the Town of Wasaga Beach, at its meeting held on the date listed above in respect of every report, motion, resolution, declaration or other action passed, taken or adopted by Council at this meeting, including the exercise of natural person powers, except where approval of another authority is required by law or where implementation is subject to other legislation, are hereby adopted, ratified, and confirmed as if each report, motion, resolution or other action was adopted, ratified, and confirmed by a separate by-law.
2. THAT where no individual by-law has been or is passed with respect to the taking of any action authorized in or by the above-mentioned minutes or with respect to the exercise of any powers by the Town of Wasaga Beach in the above-mentioned minutes, then this By-Law shall be deemed for all purposes to be the by-law required for approving and authorizing and taking of any action authorized therein and thereby or required for the exercise of any powers therein by the Town of Wasaga Beach.

3. THAT any a member of Council who dissented from any action or proceeding or has abstained from discussion and voting thereon shall be deemed to have dissented or abstained, as the case may be, in respect to this By-Law as it applies to such action or proceeding.
4. THAT the Mayor or designate and the proper officials of the Town of Wasaga Beach are hereby authorized and directed to do all things necessary to give effect to the said actions or to obtain approvals where required and are to execute all documents as may be necessary in that behalf, and the Clerk or designate is hereby authorized and directed to affix the Corporate Seal to all such documents.
5. THAT this By-Law shall come into force and take effect on the date of its final passing.

READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED THIS 27TH DAY OF MAY 2014.

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Cal Patterson, Mayor

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Twyla Nicholson, Clerk