1. CALL TO ORDER

2. DISCLOSURE OF PECUNIARY INTEREST

3. ADOPTION OF MINUTES
   a) Minutes of the Regular Meeting of Council held Tuesday, May 28th, 2013 at 7:00 p.m. in the Council Chambers

4. DEPUTATIONS, PETITIONS AND PUBLIC MEETINGS
   DEPUTATION
   a) Mr. Kevin Jones of MTO will be in attendance to present the Highway 26 Transportation Study findings and recommendations
   b) Mrs. Yvonne Fletcher, representing neighbours, will be in attendance to object to a Zoning By-Law Amendment lifting the Holding symbol from floodplain lands in the Woodland Drive area

5. CORRESPONDENCE – Received for Information
   a) Ainley - Knox Road East Servicing Area Notice of Construction

      Recommendation: That Council receive the Ainley, Knox Road East Servicing Notice of Construction, for information.

   b) Burnside – Notice of Study Commencement, McMahan Water System, Class Environmental Assessment Study – Tiny Township

CORRESPONDENCE – Requiring Action

a) Ontario Family Fishing Events – License Free – July 6-14, 2013


CORRESPONDENCE – To be Referred - None

6. UNFINISHED BUSINESS – None

7. COMMITTEE & OTHER BOARDS REPORTS

a) Public Works – June 6, 2013

Recommendation: That Council adopt the Public Works Committee Report dated June 6, 2013, 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 Appoint an Alternate Risk Management Official and Risk Management Inspector for the Purpose of the Clean Water Act, 2006, for the Town of Wasaga Beach (Patti Kennedy)

b) A By-Law to Amend Town of Wasaga Beach Comprehensive Zoning By-Law No. 2003-60, as Amended (Green Hill Homes – Shady Lane)

c) A By-Law to Amend Town of Wasaga Beach Comprehensive Zoning By-Law No. 2003-60, as Amended (Lift Holding in Floodplain)

d) A By-Law to Authorize the Mayor and Clerk to Execute Agreements and Documents regarding the sale of land (Habitat for Humanity – Beck St.)

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
THE CORPORATION OF THE TOWN OF WASAGA BEACH

MINUTES OF THE REGULAR MEETING OF
TOWN COUNCIL

Held Tuesday, May 28, 2013 at 7:00 p.m.
In the Council Chamber

PRESENT:

C. Patterson Mayor
D. Foster Deputy Mayor
R. Anderson Councillor
M. Bercovitch Councillor
N. Bifolchi Councillor
G. Watson Councillor
S. Wells Councillor

G. Vadeboncoeur Chief Administrative Officer
T. Nicholson Clerk
P. Archdekin Deputy Clerk
M. Quinlan Treasurer
D. Henry Human Resources

1. CALL TO ORDER

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

2. DISCLOSURE OF PECUNIARY INTEREST

Councillor Foster declared a Pecuniary Interest with respect to the Community Services Committee Report; Special Events Report item i) Terry Fox Run as he is the event organizer.

Councillor Bifolchi declared a Pecuniary Interest with respect to Development Committee Report item 5a)i) due to a family owned property adjacent to the closed County landfill and Council Agenda item 10) for the same reasons.
3. ADOPTION OF MINUTES

MOVED BY G. WATSON
SECONDED BY F. FOSTER

RESOLUTION NO. 2013-10-01

RESOLVED THAT the Minutes of the Regular Meeting of Council, plus the holding of one (1) Public Meeting held Tuesday, May 14th, 2013 at 7:00 p.m. in the Council Chambers, are hereby adopted as circulated.

CARRIED

Special Meeting of Council

MOVED BY R. ANDERSON
SECONDED BY S. WELLS

RESOLUTION NO. 2013-10-02

RESOLVED THAT the Minutes of the Special Meeting of Council held Thursday, May 16th, 2013 at 4:00 p.m. in the Classroom, are hereby adopted as circulated.

CARRIED

4. DEPUTATIONS, PETITIONS AND PUBLIC MEETINGS

DEPUTATION

a) Mrs. Sue Bragg of Gaviller & Co. – presentation of the Annual Financial Return

Mayor Patterson welcomed Mrs. Bragg of Gaviller & Co. and the Town’s Treasurer, Mrs. Quinlan, to the table.

Mrs. Quinlan provided a brief overview of the 2012 statements. Mrs. Quinlan spoke to highlights and the surplus funds of $600,000.00 being divided into two accounts. She spoke to the balance sheet highlights; capital investments, investing in a bond portfolio, collectables, development charges; noted that the long term liabilities have decreased and net tax receivables have decreased to what is considered a moderate risk level.

Councillor Wells noted that while the tax arrears have declined to a moderate risk; he hopes the Town will continue to focus on working towards a low risk rating. Mrs. Quinlan noted that they strived for a moderate risk level and tax arrears are always collected through tax sale. Staff will continue to work with residents to avoid tax sale positions and work out payment schedules. Twice a year staff review which properties are in tax sale position.
Councillor Wells extended congratulations to Treasury on achieving a moderate risk level and hopes staff continue to reduce that outstanding debt level.

Mayor Patterson noted that there is a fifteen percent (15%) return on outstanding taxes which is a significant income for the Town. He congratulated staff on reducing the outstanding balance to the lowest he has seen it in twenty two (22) years.

Mrs. Bragg then provided an Auditors perspective to the 2012 Financial Statements. She advised that this year there is a new format for presenting the Town’s Financial Statements and she will present the Audit highlights. Mrs. Bragg advised that Gaviller’s staff do not look at every receipt and invoice but assess the controls and evaluate all materials. They look at variances between budget and actual and there was a reassessment during the year due to land in the Business Park that is not Town owned. This did not produce an impact on the income back to 2006.

Statements are represented on a consolidated basis which includes the Library and Geosands Inc. Mrs. Bragg spoke to the annual surplus and $600,000.00 being split into two reserves. The Town’s cash and investments are healthy and for the first time excess cash has been invested into a bond portfolio. She reminded Council that not all the cash is readily available as it is made up of a number of different things. Tax receivables decreased during the year with a decline from 16% to 13%, which the Auditors like to see.

Mrs. Bragg confirmed that overall the Town’s reserve balance is healthy; debt is lower than average for municipalities of the same size and the Town has been able to keep taxes relatively low. Mrs. Bragg complimented the Town Treasury staff on how easy they are to work with and Gaviller’s staff; all want to do the audit in Wasaga Beach. Mrs. Bragg extended kudos to Mrs. Quinlan and the staff.

Mayor Patterson thanked Mrs. Bragg for her comments about our staff and noted Council is very proud of the Town’s financial position.

Councillor Bercovitch thanked the Chief Administrative Officer and Treasury staff noting that he hopes Council will consider putting a portion of the $600,000 into the 2014 tax rates.

Councillor Watson advised that he looks forward to this report each year. The Town has a strong financial report and commended the Treasury staff and Gaviller’s staff. He noted this Council and previous Councils have done a great job of making Wasaga Beach a financially stable municipality.

Mayor Patterson thanked Mrs. Quinlan and her financial staff for all the work on the Audit and Financial Reports as well as the Chief Administrative Officer.
b) Mary Picard & Solicitor - respect to the awarding of the Knox Road East Contract

The Mayor noted that Ms. Picard was not present at this time.

5. CORRESPONDENCE – Received for Information

a) Ainley, Class Environmental Assessment, Nottawasaga River Bridge, Notice of Public Information Centre No. 1

MOVED BY M. BERCOVITCH
SECONDED BY N. BIFOLCHI

RESOLUTION NO. 2013-10-03

RESOLVED THAT Council does hereby receive the Ainley, Class Environmental Assessment, Nottawasaga River Bridge, Notice of Public Information Centre No. 1, for information.

CARRIED

CORRESPONDENCE – Requiring Action

a) Recreation and Parks Month – June 2013

MOVED BY D. FOSTER
SECONDED BY G. WATSON

RESOLUTION NO. 2013-10-04

WHEREAS recreation and parks contribute to the quality of life in every municipality across Ontario and Canada; and,

WHEREAS Wasaga Beach promotes year round use of its recreational activities, parks and trails; and,

WHEREAS the 2013 theme is “Live it Every Day”;

NOW THEREFORE be it resolved that Council does hereby declare the month of June 2013 as “Recreation and Parks Month” in the Town of Wasaga Beach.

CARRIED

CORRESPONDENCE – To be Referred - None

6. UNFINISHED BUSINESS – None
7. COMMITTEE & OTHER BOARDS REPORTS

a) General Government – May 16, 2013

Councillor Anderson spoke to the highlights of the Report and it was then;

MOVED BY S. WELLS
SECONDED BY M. BERCOVITCH  RESOLUTION NO. 2013-10-05

RESOLVED THAT Council does hereby adopt the General Government Committee Report dated May 16, 2013, as circulated, and approves all actions contained therein.

CARRIED

b) Community Services – May 21, 2013

Deputy Mayor Foster’s previously declared Pecuniary Interest was noted and he withdrew from the table.

Councillor Watson spoke to the highlights and it was then;

MOVED BY N. BIFOLCHI
SECONDED BY G. WATSON  RESOLUTION NO. 2013-10-06

RESOLVED THAT Council does hereby adopt the Community Services Committee Report dated May 21, 2013, as circulated, and approves all actions contained therein.

CARRIED

Deputy Mayor Foster resumed his place at the table.

c) Committee of the Whole – May 21, 2013

Mayor Patterson spoke to the highlights and it was then;

MOVED BY M. BERCOVITCH
SECONDED BY D. FOSTER  RESOLUTION NO. 2013-10-07

RESOLVED THAT Council does hereby adopt the Committee of the Whole Report dated May 21, 2013, as circulated, and approves all actions contained therein.

CARRIED
d) Development Committee – May 22, 2013

Deputy Mayor Foster noted that he declared a Pecuniary Interest at Development Committee with respect to Item 5e) as he owns lands in the proximity.

Councillor Bifulchik spoke to the highlights and noted that earlier she did declare a conflict and will vote on all items with the exception of the declared Pecuniary Interest item. It was then;

MOVED BY R. ANDERSON  
SECONDED BY D. FOSTER  
RESOLUTION NO. 2013-10-08

RESOLVED THAT Council does hereby adopt the Development Committee Report dated May 22, 2013, as circulated, and approves all actions contained therein.

CARRIED

e) 2012 Audited Consolidated Financial Report

MOVED BY D. FOSTER  
SECONDED BY M. BERCOWITCH  
RESOLUTION NO. 2013-10-09


CARRIED

f) Accounts – April 1-30, 2013

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

MOVED BY S. WELLS  
SECONDED BY N. BIFOLCHI  
RESOLUTION NO. 2013-10-10

RESOLVED THAT Council does hereby confirm the Accounts for April 1-30, 2013 in the amount of $2,344,958.97.

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 Amend By-Law No. 2007-38, being a By-Law to License, Regulate and Govern Businesses carried on within the Municipality

Councillor Anderson expressed concerns with this By-Law amendment. He did not believe staff was specialists in this area or that they had the expertise to deal with this. It is such a short summer season and an appeal can take up to five (5) weeks. A person would be out of business for a good part of the summer. He felt it was very open-ended and subjective to one person’s decision about which business license to revoke. Councillor Anderson felt the statement “to have control over employees” would be very hard to control. In referring to an incident that occurred with private business and lack of payment to staff, Councillor Anderson noted that Council has had no proof of any records or laws that were broken.

Mayor Patterson advised that he will support the By-Law as it will only affect those who are not operating within the By-Law and the amendment brings us into conformity with the Municipal Act.

Councillor Watson advised that he will not support the By-Law as he believes the Business Licensing By-Law already has lots of “teeth” to deal with issues. He felt this By-Law gave too much power to few people.

Deputy Mayor Foster stated the impact will be negligible and will only have an impact on those who do not abide by the rules. By-Laws have to have “teeth” and some way of enforcement to impact those who choose not to follow the rules. He believes this is a necessary change and won’t have any impact on most businesses. He believed that if a business is here to provide seasonal or year round business, this will only raise the bar. It was then;

MOVED BY M. BERCOVITCH  
SECONDED BY S. WELLS  

RESOLUTION NO. 2013-10-11  

RESOLVED THAT a By-Law to Amend By-Law No. 2007-38, being a By-Law to License, Regulate and Govern Businesses carried on within the Municipality be received and be deemed to have been read a first, second and third time, passed and numbered No. 2013-43.

CARRIED
b) A By-Law to Amend By-Law No. 2005-17, being a By-Law to Establish Rates and Regulations for the Parking of Vehicles within the Town of Wasaga Beach (24th Street Lot)

Councillor Bercovitch noted that he was pleased this By-Law was being presented as it will make it easier for residents to access our beautiful beaches. It was then;

MOVED BY G. WATSON
SECONDED BY M. BERCOVITCH

RESOLUTION NO. 2013-10-12

RESOLVED THAT a By-Law to Amend By-Law No. 2005-17, being a By-Law to Establish Rates and Regulations for the Parking of Vehicles within the Town of Wasaga Beach, be received and be deemed to have been read a first, second and third time, passed and numbered No. 2013-44.

CARRIED


c) A By-Law to Amend By-Law No. 96-10, being a By-Law to Prohibit or Regulate Signs and Other Advertising Devices and the Posting of Notices within the Town of Wasaga Beach

MOVED BY S. WELS
SECONDED BY D. FOSTER

RESOLUTION NO. 2013-10-13

RESOLVED THAT a By-Law to Amend By-Law No. 96-10, being a By-Law to Prohibit or Regulate Signs and Other Advertising Devices and the Posting of Notices within the Town of Wasaga Beach, be received and be deemed to have been read a first, second and third time, passed and numbered No. 2013-45.

CARRIED


d) A By-Law to Amend By-Law No. 2013-25, being a By-Law to Establish a Wage Grid for Non-Union Employees

MOVED BY M. BERCOVITCH
SECONDED BY G. WATSON

RESOLUTION NO. 2013-10-14

RESOLVED THAT a By-Law to Amend By-Law No. 2013-25, being a By-Law to Establish a Wage Grid for Non-Union Employees, be received and be deemed to have been read a first, second and third time, passed and numbered No. 2013-46.

CARRIED
e) A By-Law to Amend Town of Wasaga Beach Comprehensive Zoning By-Law No. 2003-60, as Amended (Valeriani – 103b 32nd St. S.)

MOVED BY N. BIFOLCHI
SECONDED BY R. ANDERSON

RESOLUTION NO. 2013-10-15

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. 2013-47.

CARRIED

f) A By-Law to Amend Town of Wasaga Beach Comprehensive Zoning By-Law No. 2003-60, As Amended (45th and Puccini Dr.)

MOVED BY G. WATSON
SECONDED BY S. WELLS

RESOLUTION NO. 2013-10-16

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. 2013-48.

CARRIED

g) A By-Law to Amend Town of Wasaga Beach Comprehensive Zoning By-Law No. 2003-60, as Amended (Villas of Upper Wasaga, Phase 1, south of Wasaga Sands Dr. and east of County Rd. 7)

MOVED BY R. ANDERSON
SECONDED BY N. BIFOLCHI

RESOLUTION NO. 2013-10-17

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. 2013-49.

CARRIED
h) A By-Law to Deem Part of Plan 758, Town of Wasaga Beach, Not To Be a Registered Plan of Subdivision (Masson, Lot 20, Plan 758, Knox Rd. E.)

MOVED BY M. BERCOVITCH
SECONDED BY D. FOSTER  
RESOLUTION NO. 2013-10-18

RESOLVED THAT a By-Law to Deem Part of Plan 758, Town of Wasaga Beach, Not To Be a Registered Plan of Subdivision, be received and be deemed to have been read a first, second and third time, passed and numbered No. 2013-50.

CARRIED

i) A By-Law to Adopt Official Plan Amendment No. 32 to the Official Plan of the Town of Wasaga Beach

MOVED BY R. ANDERSON
SECONDED BY S. WELLS  
RESOLUTION NO. 2013-10-19

RESOLVED THAT a By-Law to Adopt Official Plan Amendment No. 32 to the Official Plan of the Town of Wasaga Beach, be received and be deemed to have been read a first, second and third time, passed and numbered No. 2013-51.

CARRIED

j) Confirmatory By-Law

MOVED BY G. WATSON
SECONDED BY N. BIFOLCHI  
RESOLUTION NO. 2013-10-20

RESOLVED THAT a By-Law to Confirm the Proceedings of the Council of the Corporation of the Town of Wasaga Beach at its Special Meeting held Thursday, May 16, 2013 and its Regular Meeting held Tuesday, May 28, 2013, be received and be deemed to have been read a first, second and third time, passed and numbered No. 2013-52.

CARRIED
11. MAYOR AND COUNCILLORS REPORTS

Councillor Bercovitch attended the 25th Anniversary of Travel Time; ribbon cutting at WuWu’s Cabins; public information meeting on a proposed additional bridge over the Nottawasaga River; Accessibility Advisory Committee meeting; Housing Strategy Implementation meeting; United Church fundraiser; Georgian Triangle Walk for Hospice; A workshop regarding the Design of Public Spaces to kick off National Accessibility Week with the Town Clerk and noted that Church buildings will not be forced to retrofit for accessibility.

Councillor Anderson attended a couple of General & Marine Hospital meetings.

Councillor Wells acknowledged the birth of his new granddaughter; attended the 25th anniversary of Travel Time; opening of Wuwu’s Cabins; Nottawasaga Bridge meeting noting there are concerns with location and this is a long term planning endeavor, not something for the near future. Councillor Wells attended a Source Water Implementation Strategy meeting; Adopt a Road; memorial service for the Mother of Barb Wolf and 50th Anniversary celebrations for Paul and Marianne Groby.

Deputy Mayor Foster spoke to the passing of his Mother last week and thanked the Mayor and Councillor Watson for attending the funeral noting their attendance was appreciated by the family. Deputy Mayor Foster attended the Hike for Hospice; Housing Strategy meeting and County Council.

Councillor Bifolchi attended an NVCA Strategic Planning meeting; WuWu’s Cabins ribbon cutting and the Housing Strategy meeting.

Councillor Watson attended the Housing Strategy for Affordable Housing meeting; ribbon cutting for WuWu’s Cabins; Hike for Hospice and Purina Dog Guides walk; ReMax yard sale for the Cure; landfill site meeting and a proposed new bridge meeting hosted by Ainley’s.

Mayor Patterson attended a Chamber of Commerce meeting; 25th Anniversary of Travel Time; installation of the 500th Defibrillator in a school in Bradford; met with Mayors Lehman and Orzi; attended Port McNichol Port of Rama Festival; WuWu’s Cabins ribbon cutting; ribbon cutting for the War of 1812 Travelling Exhibit; funeral services for Deputy Mayor Foster’s Mother; Breakfast at the Centre for Business in Collingwood; County Strategic Planning meeting; Chaired a Housing Strategy Meeting; met with Minister Kent on water levels and Minister Baird; attended the Save a Life CPR Day; Purina Dog Guide walk and the Walk for Hospice.
12. CALLING OF COMMITTEE MEETING

Public Works                     June 6\textsuperscript{th} at 8:30 a.m.
Development Committee          June 12\textsuperscript{th} at 1:30 p.m.
Community Services             June 18\textsuperscript{th} at 8:30 a.m.
General Government             June 13\textsuperscript{th} at 2:30 p.m.

COWOC – Call of the Chair

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

Mayor Patterson adjourned the meeting at 8:10 p.m.

The Minutes of this meeting were approved by Council the 11\textsuperscript{th} day of June 2013.

\[\text{Cal Patterson, Mayor}\]

\[\text{Twyla Nicholson, Clerk}\]
May – June, 2013
Presentation to Municipalities
Highway 26 Transportation Study
Study Objectives

Collect traffic data to provide a thorough understanding of travel patterns in the study area.

Develop a process to forecast future demands for transportation improvements.

Identify transportation deficiencies and opportunities for improvements.

Work with municipalities to develop a short and longer term strategy for transportation improvements.

4 meetings held with technical staff of Municipalities / Counties.

- take into account commuter, recreational, and goods movement demands.

Recommend an implementation strategy and identify a study area for future EA studies.

May, 2010

June, 2011

December, 2011

April, 2013
Travel Survey Program

Summer Survey

- 17% Sample
  - Sample represents 5,500 to 8,200 skiers (12 days (Feb 2009))
  - 1040 surveys completed over 3 weekends
  - (Craighall Ski Club & Blue Mountains Resort)
  - Face to face interviews at two local resorts

Winter Survey

- 17,000 Sunday surveys
- Approximately 20,000 weekday stations (weekday / weekend)
- Roadside interview at J3 survey

Georgian Triangle Area
HIGHWAY 26 TRANSPORTATION STUDY
Summer Travel Survey Key Findings
- Development of Transportation Model for Study Area
  - Approximately 5,300 new units by 2031
  - Not included in provincial Growth forecasts
- Growth in Seasonal Residents
  - By 2031
  - 40,800 new residents, and 5,750 new jobs are forecast for the primary study area
  - Amendment to the Provincial Growth Plan
- 2031 Population and Employment Growth Forecasts
  - 38% increase in trip-making by 2031
  - Review of current market and forecasts of future Growth
- Tourism Forecasts

Forecasting Future Growth in Travel Demand
Downtown area congested

- Every intersection in Collingwood
- Average travel time increases by 50%

Network Deficiencies - 2031 Summer PM Peak

Georgian Triangle Area

Highway 26 Transportation Study
Tourism

Increased congestion through local communities may negatively impact business and

- PM peaks period average speeds on Highway 26 (50 km in length) expected to drop from 60 km/h today to
  provincial and local trip making

forecast to increase travel times by 50% by 2031. Impacting both long distance

Congestion on Highway 26 through downtown St. Mary's, Collingwood, and Thornbury is

- PM peak hour delays increasing from 110 veh-hrs to 1,300 veh-hrs under base conditions.
  - Road network delay in the study area is also expected to increase
  - Weekday peak periods

By 2031, many sections of Highway 26 will be approaching capacity during summer

110-190% in Simcoe, and by 50% in Grey

Future growth to 2031 is expected to increase travel demands using Highway 26 by

- There are limited inter-regional transit services in the study area
- Limited alternative routes (particularly between Grey County and Simcoe County)

Highway 26 currently serves a mixture of local, regional, and long-distance trips as there

Problems / Opportunities
A Building Block Approach to Developing Alternatives
Additional improvements will still be required.

- Vehicle hours of delay in the study area reduces by 5%
- Vehicle-km travelled in the study area reduces by 2%

Group 2 Recommendations

- Active Transportation Infrastructure
  - Town of the Blue Mountains: Collingwood to SevernVASaga’s Beach, Strathy and the
    expansion of local and regional transit services.
  - Improve local/regional transit services
    Study area and Barrie and/or the greater Toronto area
    to provide new inter-regional bus services between the
    New Inter-Regional Transit Service

Group 1 Recommendations

- Optimizing existing roadways
  - Improving local intersections and implementing access
  - Metro Transit Management: TDM
    - Working from home
    - Peak spreading and an increase in
    - Encourage the use of active transportation modes (for
    - Carpooling

Caledon Triangular Area
HIGHWAY 26 TRANSPORTATION STUDY
Group 3 Alternatives
## Evaluation Summary

|----------|--------------------------------|------|------|------|------|------|------|

*Note: The table represents a comparison of seven different alternatives (Alt.) for the Highway 26 Transportation Study, assessing their impact across various categories (Category) including Environment, Social, Economic, Cultural, Engineering, and a summary category.*
Avoids the highest number of heritage resources
Has the potential to displace the lowest number of residential dwellings and businesses
Avoids the Neqma Escarpment Plan area
Opportunity to avoid natural features through route planning and design
distance/local traffic in response to incidents or winter closures
Provides best transportation system reliability and redundancy around urban areas for long
accoordanace with provincial highway standards
Ability to provide/entances along the new bypass routes and construct the new routes in
southern boundary and reduce the need to improve local roadways
Consistent with the Town of Collingwood’s desire to direct through-traffic beyond its
provides the most efficient movement of local and long distance traffic

Recommended Alternative based on the following:
Based on the results of the evaluation, Alternative 4-1A / 4-1B was selected as the

Recommended Alternative
Recommending Improvement Program

Georgian Triangle Area

Highway 26 Transportation Study
<table>
<thead>
<tr>
<th>Class EA</th>
<th>Provincal/Class EA</th>
<th>Study Area</th>
<th>Opportunity</th>
<th>Transportation Priorities</th>
<th>Project Benefits</th>
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<tr>
<td>MTO</td>
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**Future Studies**

- Protect opportunities for new corridors(s) through review of planning applications
- Initiate future studies as funding becomes available
- Prioritization of recommendations across the entire Simcoe Area
- Refer findings to Simcoe Area Multi-Modal Transportation Strategy

**Next Steps**
I hereby request the Clerk’s department to make a deputation before Council to read this letter on our behalf.

As a residential Tax payer and land owner, we are totally opposed to this proposed by-law amendment. It is of a great surprise to us, that the town of Wasaga Beach and Council of the Corporation of the Town of Wasaga Beach would ever consider to suggest such an amendment; to remove the Holding “H” from the floodplain lands over such an extensive area.

The floodland along the Nottowasaga River at Knox Road area form great ponds in the spring. Existing homes in this area have to pump the Flood water back into the river over 6 month each year. There is such a property with a house across from us. We find the noise of the running water from the pipe into the river 24 hours a day very disturbing. We cannot imagine, to have to listen to more running pipes. The ponds are feeding and breeding grounds for ducks and geese.

We settled here, because of the beautiful nature and now you are taking it away from us, a piece at a time, which will add to quite a large area. We are very disturbed over this proposal.

Margot Jordan

Yvonne Fletcher
May 29, 2013

CC: Mr. Wayne R. Wilson, Chief Administrative Officer
    Nottawasaga Valley Conservation Authority

Town of Wasaga Beach
Clerk's Department
Council of the Corporation of the Town of Wasaga Beach
30 Lewis Street,
Wasaga Beach, Ontario L9Z 1A1

I hereby request the Clerk's Department to make a deputation before Council to read this letter on my behalf.

RE: Proposed Zoning By-law Amendment (Town File No. Z-24/12) Jun 11, 2013, 7PM
Council Chambers, Town of Wasaga Beach Municipal Office.

As a Wasaga Beach Land Owner and Tax Payer, I am totally opposed to this proposed By-law Amendment. It is of a great surprise to me, that the Town of Wasaga Beach and Council of the Corporation of the Town of Wasaga Beach would even consider to suggest such an Amendment; to remove the Holding (H) symbol from the floodplain lands over such an extensive area, (R1FH), (R1-1FH), (R1-6FH), (R1-14FH), (CDFH), (CTFH) (CT-3FH), (CT-8FH), (CAFH), (OSFH).
Destroying these floodplain lands will in time with certainty create a desert environment throughout the entire community, it is the floodplain lands that attract the rain.
Sand areas do not attract rain, they attract snow via the lake effect, at below freezing temperatures.

It would serve the public interest far better to establish a fund to protect these irreplaceable floodplain lands along the Nottawasaga River, to preserve them for future generations and continue to attract Tourism to the area. Here exists the rare combination of two different worlds; Sand Shores ~ Sand Dunes and Floodplain Lands teaming with lush green vegetation and trees with the song of birds at day break and the song of frogs at night in spring time.

I hereby request written notice from the Town of Wasaga Beach and Mr. Nathan Wukasch, Town Planner or the Clerk's Department of any decision made by Council of the Corporation of the Town of Wasaga Beach, in regard to this Proposed Zoning By-law Amendment (Town File No. Z-24/12). If no decision is made on/by June 11, 2013, I hereby request written notice of the future Council Meeting regarding this proposed By-law Amendment.

Sincerely,

[Signature]
Ingrid Franklin

Page 1 of 2
May 31st 2013

Town of Wasaga Beach  
Clerk's Department  
30 Lewis Street,  
Wasaga Beach, Ontario L9Z 1A1

I hereby request the Clerk's Department to make a deputation before Council to read this letter on my behalf.  
RE: Proposed Zoning By Law Amendment (Town File No: Z-24/12) Jun 11, 2013, 7PM  
Council Chambers, Town of Wasaga Beach Municipal Office.

I am writing this letter to state that I am opposed to the above stated proposed By Law amendment, as a tax payer and property owner. I am shocked that the Town of Wasaga Beach and Council of the Corporation of the Town of Wasaga Beach is tabling this proposed By-Law amendment to remove the Holding “H” from the floodplain lands over such a large area.

The floodplain lands along the Nottawaga River are an important asset to the Town of Wasaga.

I request written notice from the Town of Wasaga Beach and Mr. Nathan Wukasch, Town Planner or the Clerk's Department of any decision made by the Council of the Corporation of the Town of Wasaga Beach, in regard of this Proposed Zoning By Law Amendment (Town File No: Z-24/12). If no decision is made on June 11th 2013, I request written notice of the future Council Meeting in regard to this proposed By Law amendment.

With best wishes to the environment, awaiting a timely & favourable reply

Irmgard Sprathoff

Irmgard Sprathoff  
59 woodland Dr.  
Wasaga Beach, ON L9Z 2V5
June 3, 2013

Town of Wasaga Beach

Clerk’s Department

Council of the Corporation of the Town of Wasaga Beach

30 Lewis St.

Wasaga Beach, Onat. L9Z 1A1

CC: Mr. Wayne R. Wilson, Chief Administrative Officer, Nottawasaga Valley Conservation Authority.

I hereby request the Clerk’s Department to make a deputation before Council to read this letter on my behalf. RE: Proposed Zoning By-law Amendment (Town File No. Z-24/12 June 11, 2013, 7pm Council Chambers, Town of Wasaga Beach Municipal Office.

As a Wasaga Beach land Owner and Tax Payer, I am totally opposed to this proposed By-law Amendment. It is an overwhelming surprise to me that the Town Councilors of Wasaga Beach would propose such a thing as to remove the Holding (H) symbol from the floodplain lands over such a large area. Destroying these floodplain lands will in time create a desert like environment throughout the area where it is the flood plains that attract the rain and make our community flourish like no other community. Our breath taking forest’s along the river and spectacular sand doon’s off Woodland and Oxbow are truly a long accomplishment of the past that MUST BE PRESERVED. The swallows nest at the doons every year while I watch the wildlife flourish across the river from Woodland Dr. at the bottom of Oxbow which every year become more in abundance. I URGE YOU ALL TO RE-CONSIDER THE OUTCOME OF SUCH AN AMENDMENT AND PRESERVE THE FLOOD PLAINS THAT KEEP OUR AREA FLOURISHING AND CONSIDER THE FUTURE FOR ALL CONCERNED.

I would like to hereby request written notice from the town of Wasaga Beach and Mr. Nathan Wukasch, Town Planner or the Clerk’s Department of my decision made by council of the Corporation of the Town of Wasaga Beach, in regard to this Proposed Zoning By-law Amendment (Town file no. Z-24/12).

I hereby request written notice of the future Council Meetings regarding this proposed By-law Amendment.

Sincerely,

Victor J. Miller
June 3, 2013

Nottawasaga Valley Conservation Authority

Mr. Wayne R. Wilson, CHief Administrative Officer

John Hix Conservation Administration Centre

8195 8th Line

Utopia, Ontario L0M 1T0

Dear Mr. Wayne R. Wilson, I am enclosing a copy of my letter to the Town of Wasaga Beach (OPPOsing) the notice of intention to Remove Holding (H) provision on the FLOODPLAIN LANDS ALONG THE NOTTAWASAGA RIVER and the (DEVASTING EFFECT THIS WOULD HAVE IN THE FUTURE).

I sincerely hope you will prevent the passing of the proposed By-law Amendment (Town File No. Z-24/12) AND REVOKE IT.

Sincerely,

Victor J. Miller

31 Woodland Drive, Wasaga Beach, Ont. L9Z 2V5 705-429-2820
The Town of Wasaga Beach will be constructing sanitary sewers and water mains in the Knox Road East area in the near future. The construction limits are shown on the plan below.

The work will include the following:

- Sanitary sewers, water mains and full width road reconstruction on Knox Road East, Rapid Street, Schooner Drive and Stroud Crescent
- Sanitary sewer and partial road reconstruction on Sunndale Road from Springdale Avenue to Knox Road East
- Sewage pump station and paved parking area at the east end of Knox Road East
- Watermain and sewage forcemain from the east end of Knox Road East to the Water Pollution Control Plant on Woodland Drive, including crossings under the Nottawasaga River.

The Contractor is John Bravakis Enterprises of Barrie, Ontario. It is anticipated that construction will commence early June 2013 and will be completed by July 2014.
As you may expect, there will be some disruption to traffic during the construction, however every effort will be made to keep this to a minimum.

If you have any specific questions or concerns during construction, please contact the following:

Consulting Engineer

Dave Ellis, P. Eng.
Project Manager
Ainley & Associates Limited
280 Pretty River Parkway
Collingwood, ON
L9Y 4J5

Phone: (705) 445-3451
Fax: (705) 445-0968
Email: ellis@ainleygroup.com

Town of Wasaga Beach

Gerald Reu, C.E.T.
Project Coordinator
Town of Wasaga Beach
30 Lewis Street
Wasaga Beach, ON
L9Z 1A1

Phone: (705) 429-2540 Ext. 2342
Fax: (705) 429-8226
Email: g.reu@wasagabeach.com

Thank you for your anticipated cooperation.

May 15, 2013

Via: Mail

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

Dear Mr. Vadeboncoeur:

Re: Notice of Study Commencement
McMahan Water System
Class Environmental Assessment Study
File No.: 300032531

The Township of Tiny ("Township") has initiated a Municipal Class Environmental Assessment (EA) to consider a long term water supply and servicing solution for the McMahan Subdivision. The water supply system which currently services 21 residences in this subdivision was recently assumed by the Township of Tiny. The McMahan system is currently supplied by a temporary connection to the municipally owned and operated Bluewater Beach Water Supply.

Alternative solutions include: 1) Do Nothing, 2) Upgrade the McMahan System to the level of an independent municipal water supply system, 3) Upgrade the McMahan System, provide a permanent connection to the Bluewater Beach Water System and upgrade the Bluewater System as necessary to supply the McMahan System and 4) Decommission the existing water supply system serving the McMahan Subdivision and develop individual private wells. The study will evaluate the alternatives with consideration for the natural, cultural, technical and economic environment. The approximate extent of the Study Area for this project is shown on the Map provided in the attached Notice of Commencement.

The study is being carried out in accordance with the planning and design process for Schedule 'B' projects as outlined in the Municipal Class Environmental Assessment (October 2000, as amended in 2007 & 2011). A key component of the study will be consultation with stakeholders (public and agencies).
Notice of Study Commencement
McMahan Water System
Class Environmental Assessment Study

The Study
The Township of Tiny has initiated a Municipal Class Environmental Assessment (EA) to consider a long term water supply and servicing solution for the McMahan Subdivision. The water supply system which currently services 21 residences in this subdivision was recently assumed by the Township of Tiny. The McMahan system is currently supplied by a temporary connection to the municipally owned and operated Bluewater Beach Water Supply.

Alternative solutions include: 1) Do Nothing, 2) Upgrade the McMahan System to the level of an independent municipal water supply system, 3) Upgrade the McMahan System, provide a permanent connection to the Bluewater Beach Water System and upgrade the Bluewater System as necessary to supply the McMahan System and 4) Decommission the existing water supply system serving the McMahan Subdivision and develop individual private wells.

The Process
The study is being planned as a Municipal Class Environmental Assessment under Schedule ‘B’ Municipal Water Project as described in the Municipal Engineers Association (“MEA”) Guide for Municipal Class EAs (2000, as amended in 2007 & 2011).

Public & Agency Input Invited
Public input and comments are invited for incorporation into the planning and design of this project, and will be received until June 17, 2013. Additional opportunity for comment will be provided during a Public Information Centre (PIC) planned for later stages of the EA. Future notification of the details of the PIC date and location will be provided. Subject to comments received and the receipt of necessary approvals, the Township intends to proceed with the planning, design and construction of this project.

To provide comments, request additional information concerning this project, or to be added to the mailing list to receive future information and notices for the project, please visit the Township’s website at tiny.ca/PUBLICNOTICES/index or contact either of the following Project Team members:

Henk Blom, C.E.T.
Manager of Public Works
Township of Tiny
130 Balm Beach Road West
Perkinsfield, Ontario L0L 2J0
(705) 526-4204
hblom@tiny.ca

Jeff Langlois, P.Eng.
Project Engineer
R.J. Burnside & Associates Limited
3 Ronell Crescent
Collingwood, Ontario L9Y 4J6
(705) 446-0518
jeff.langlois@rjburnside.com

Project and notice information will be made accessible upon request in accordance with the Accessibility Standard for Information and Communication under the Accessibility for Ontarians with Disabilities Act, 2005. Information will be collected in accordance with the Freedom of Information and Protection of Privacy Act. With the exception of personal information, all comments will become part of the public record.

This Notice first issued on May 16, 2013.
OFAH FILE: 422FFE
June 3, 2013

Town of Wasaga Beach
30 Lewis Street
Wasaga Beach, ON L9Z 1A1

Dear: Mayor and Council

SUBJECT: Ontario Family Fishing Events celebrates 20 years of licence-free fishing this summer July 6-14, 2013

Ontario Family Fishing Events (OFFE) is a wonderful initiative that invites new anglers out onto the waters to cast a line. This year marks 20 years of licence-free fishing for the summer events.

Each year, the Ontario Government designates two periods throughout the year as license-free, one in February and one in July. During all other time periods, Canadian residents between the ages of 18 and 64 years must purchase an OUTDOORS card and a fishing license to legally fish in Ontario. This year, the summer licence-free days are scheduled for July 6-14, 2013. During these nine days many fish festivals, clinics, or conservation and educational activities may be held in your area.

Please help raise awareness for these licence-free days by adding July 6-14, 2013 to any summer events calendar in which you participate. In addition, please consider “declaring” these dates as Ontario Family Fishing Events.

If you require any further information please contact us at offe@ofah.org or (705) 748-6324 ext. 254, or visit www.ontariofamilyfishing.com.

Yours in Conservation,

Rachel Pearson
Conservation Outreach Programs Coordinator

Like us on Facebook and follow us on Twitter! (onfishfish)
This is also a great tool to use for promoting your event.
COMMITTEE CHAIR REPORT

TO: Council

FROM: Deputy Mayor Foster, Chair
Public Works Committee

SUBJECT: Actions from the June 6, 2013 Public Works Committee Meeting

DATE: June 11, 2013

RECOMMENDATION

That Council adopt the Public Works Committee Report dated June 6th, as circulated, and approve all the actions contained therein.

BACKGROUND

Listed below are the actions resulting from the Public Works Committee meeting held on June 6, 2013. They are before Council for consideration.

ACTIONS

RecPlex Wall Enhancement Project
Tender Recommendation. Resolution No. 2013-05-01

RESOLVED THAT the Public Works Committee does hereby recommend to Council that it award the RecPlex Wall Enhancement Project to Fuhre Construction, in the amount of $42,860.90, taxes included.

CARRIED

Engineer’s Report Resolution No. 2013-05-02

RESOLVED THAT the Public Works Committee does hereby receive the May 28, 2013 Engineer’s Status Report on Capital Works Projects, as information.

CARRIED
Municipal Infrastructure Investment Initiative (MIII-CP) for Schoonertown Bridge

RESOLVED THAT the Public Works Committee does hereby receive the correspondence from the Ministry of Agriculture and Food with respect to the Municipal Infrastructure Investment Initiative (MIII) – Capital Program for the Schoonertown Bridge, for information.

CARRIED

West Nile Virus Program Planning - 2013

RESOLVED THAT the Public Works Committee does hereby receive the correspondence from the Simcoe Muskoka District Health Unit (SMDHU) dated May 21, 2013 pertaining to West Nile Virus Program Planning for 2013, for information.

CARRIED

County of Simcoe Transportation Master Plan Update

RESOLVED THAT the Public Works Committee does hereby receive the correspondence from the County of Simcoe with respect to the County of Simcoe Transportation Master Plan Update, for information.

CARRIED

Township of Tiny Notice of Public Information Centre #4 Septage Management Class EA Study

RESOLVED THAT the Public Works Committee does hereby receive the Township of Tiny Notice of Public Information Centre #4 Septage Management Class Environmental Assessment Study, for information.

CARRIED
Township of Springwater Class EA Phases 3 & 4 Midhurst Water, Wastewater and Transportation

Resolution No. 2013-05-07

RESOLVED THAT the Public Works Committee does hereby receive the Township of Springwater Class Environmental Assessment, “Notice of Study Commencement”, for information.

CARRIED

Patti Kennedy, C.E.T.-Risk Management Inspector (RMI)/Alternate Risk Management Official (RMO)

Resolution No. 2013-05-08

RESOLVED THAT the Public Works Committee does hereby recommend to Council that the Designation of Risk Management Inspector and Alternate Risk Management Official report be received for information;

AND FURTHER THAT Council appoints Ms. Patti Kennedy, C.E.T., Engineering Technologist, as the Town of Wasaga Beach Risk Management Inspector and the Alternate Risk Management Official.

CARRIED

Declaring Lands Surplus (RP 1700; Lot 48 Joanne Crescent)

Resolution No. 2013-05-09

RESOLVED THAT the Public Works Committee does hereby recommend to Council that it declare the Town-owned lands legally known as Lot 48; Registered Compiled Plan 1700 as surplus to the Municipality’s needs;

AND FURTHER THAT the Public Works Committee recommends to Council that the Mayor and Clerk be authorized to execute all necessary agreements associated with same.

CARRIED
Nottawasaga River Dredging Update

RESOLVED THAT the Public Works Committee does hereby receive the Staff Report from the Director of Public Works regarding the Nottawasaga River Dredging Update for discussion and direction.

CARRIED

2013 Line Painting & Pavement Marking Contract Quantity Adjustment

RESOLVED THAT the Public Works Committee does hereby authorize the Director of Public Works to increase the line painting and pavement marking quantities within Contract No. PW2013-08 to an upset limit increase of $15,000 (including HST);

AND FURTHER THAT the costs associated with the increased quantities be drawn from the surplus budget from the Zone Painting Account No. 01-350-1021-04201.

CARRIED

New (Replacement) Crew Cab Stake Truck County RFP2013-014

RESOLVED THAT the Public Works Committee does hereby recommend to Council that RFP 2013-014 for the supply and delivery of a new crew cab stake truck be awarded to Hanna Motors, in accordance with the competitive bid process undertaken in conjunction with the County of Simcoe, in the amount of $63,571.54 (including HST).

CARRIED
Ministry of Natural Resources Beachfront Garbage Collection

Resolution No. 2013-05-13

RESOLVED THAT the Public Works Committee does hereby receive the letter from Mr. John Fisher, Parks Superintendent, Wasaga Beach Provincial Park dated May 30\textsuperscript{th}, 2013 regarding waste management support;

AND FURTHER THAT the Public Works Committee does hereby authorize the Director of Public Works to provide a quotation for waste management services to Wasaga Beach Provincial Park for their consideration, including full cost recovery;

AND FURTHER THAT the Public Works Committee does hereby recommend to Council that it approve providing waste management support services to Ontario Parks for 2013, provided that all terms and conditions are agreed upon by the Director of Public Works.

CARRIED

Robinson Road Area-Interim Drainage Improvements

Resolution No. 2013-05-14

RESOLVED THAT the Public Works Committee does hereby recommend to Council that it approve the installation of two (2) storm water outlets to improve existing drainage conditions north of the future Robinson Road right-of-way adjacent to rear yards of the existing residential properties on Iris Drive and Crocus Drive;

AND FURTHER THAT staff be authorized to engage Georgain Paving Limited to complete the installation of the storm water outlets at 23 Iris Drive as a Change Order under Contract No. 107111;

AND FURTHER THAT staff be authorized to negotiate and establish a storm water drainage easement agreement along the private property at #23 Iris Drive.

CARRIED
Nottawasaga River Bridge Crossing EA
Summary of Public Meeting held May 22/13

RESOLVED THAT the Public Works Committee does hereby receive the Nottawasaga River Crossing Class EA Public Information Centre No. 1 Summary provided by the Ainley Group, dated May 29, 2013, for information.

CARRIED

Public Works Accounts – April 2013

RESOLVED THAT the April 2013 Accounts, as reviewed by the Public Works Committee, are hereby confirmed.

CARRIED

Wasaga Beach Transit Report
April 2013 and Monthly Ridership Statistics

RESOLVED THAT the Public Works Committee does hereby receive the Wasaga Beach Transit Report for April 2013, for information.

CARRIED

Wasaga Beach-Collingwood Link Ridership
April 2013 Statistics.

RESOLVED THAT the Public Works Committee does hereby receive the Wasaga Beach-Collingwood Link Ridership Statistics from April 2013, for information.

CARRIED

Respectively Submitted,

David Foster, Deputy Mayor
Chair, Public Works Committee
PUBLIC WORKS COMMITTEE

REPORT

Held Thursday, June 6, 2013 at 8:30 a.m.
In the Classroom, Town Hall

PRESENT:

C. Patterson  Mayor
D. Foster  Deputy Mayor/Chair
M. Bercovitch  Councillor
N. Bifolchi  Councillor/Co-Chair
G. Watson  Councillor
S. Wells  Councillor

G. Vadeboncoeur  Chief Administrative Officer/Deputy Clerk
K. Lalonde  Director of Public Works
M. Pincivero  Public Works Engineer
G. Reinders  Manager Parks & Facilities
S. Chapman  Recording Secretary

ABSENT:

1. CALL TO ORDER

Deputy Mayor Foster called the meeting to order at 8:30 a.m.

2. DISCLOSURE OF PECUNIARY INTEREST

Deputy Mayor Foster declared no disclosure of pecuniary interest. He advised Committee that if they have a disclosure of pecuniary interest during the meeting, they can come forward at that time.

3. DEPUTATIONS/PRESENTATIONS

4. UNFINISHED BUSINESS

5. **DEPARTMENT REPORTS**

**Public Works**

a) **RecPlex Wall Enhancement Project Tender Recommendation.**

Deputy Mayor Foster read the motion and then introduced Mr. Reinders, Manager Parks & Facilities to the table. Mr. Reinders then referred to his Staff Report, mentioning that the RecPlex Wall Enhancement Project is 50% funded through the Community Infrastructure Improvement Grant. It was then;

MOVED BY S. WELLS
SECONDED BY N. BIFOLCHI

RESOLUTION NO. 2013-05-01

RESOLVED THAT the Public Works Committee does hereby recommend to Council that it award the RecPlex Wall Enhancement Project to Fuhre Construction, in the amount of $42,860.90, taxes included.

CARRIED

b) **Mr. Pinciviero to provide Engineer’s Report on Capital Works Project Status Report.**

Mr. Pinciviero provided additional highlights with respect to the Project Status Report dated May 28th, 2013. He stated with the Shore Lane Drainage – 68th, 69th and 70th Streets North Project, Public Works staff will be using the vacuum truck to clean out the oil-grit separator, and he mentioned that although the contractor is responsible for this work, it will be used as a training exercise for our staff and this work will be charged back.

Mr. Pinciviero stated that with the Sturgeon Creek Bridge Rehabilitation (Contract 2) Project the work has been completed at the bridge.

He then spoke to the Knox Road East Servicing Project. He stated a pre-construction meeting was held and tree clearing has been initiated. He indicated a Notice of Construction has been circulated; however, a supplemental letter will be going out to the residents advising them about financing and servicing costs. Councillor Bercovitch thanked Staff for sending out letters with respect to this information. Councillor Bercovitch then questioned the information provided in the Project Status Report with respect to the sewage collection structure being installed at Knox Road and Sunnidale Road, under the Knox Road East project. Mr. Lalonde clarified that this is a standard structure to be installed as part of the Contract.
Mr. Pincivero then reviewed the River Road West Widening – Brillinger Drive to Powerline Road Project. He stated he recently received the costs for the signalization at Powerline Road and he will be bringing this forward at the next Public Works Committee meeting.

He then spoke to the Bay Colony Area Drainage Improvements Project. He stated he has spoken with the Representative of the Bay Colony Estates Rate Payers Association regarding the 100% design detail. After speaking with them, they have decided that they will be bringing this information forward and speaking to everyone individually. Councillor Wells stated it was his understanding that the Town would not be interested in installing the servicing without also installing the storm water system. Mayor Patterson agreed. Mr. Pincivero stated that was the discussion and the plan. Mr. Pincivero stated that the drainage improvements is a local improvement and if no one is interested in the drainage component, and he receives petition, then this is something that would have to be considered, as the residents would be responsible for full costs. Mr. Lalonde brought to Committee’s attention that reserves have been set aside to subsidize costs for the Bay Colony Area and we need to be mindful of how long the reserves are to be allocated to this project. Mr. Lalonde stated that staff will be bringing a Report back to Committee on this matter in the future, once further information is collected by the ratepayer’s executive. Committee concurred.

Mr. Pincivero informed Committee that letters have been sent out along with the Agreements for the awarding of the Request for Pre-qualification for Engineering Consulting Services for Municipal Infrastructure Projects for the five (5) year term. The RFP for General Support Services is to be issued in the coming weeks.

Mr. Pincivero then spoke to the Township of Clearview Sanitary Sewage Servicing Project. He noted that Clearview informally inquired whether the Town would consider accepting commercial sanitary sewage flows. But it is noted that the current Agreement indicates that Wasaga Beach will not accept any industrial sanitary sewage flows and the intended allocation is for residential flows only. Therefore, The Township of Clearview is to provide a detailed request in writing. Further discussion ensued with respect to this. Councillor Wells expressed that he is frustrated to see that the Township of Clearview wants to change the Agreement, as no plans were in place for commercial. Discussion then ensued as to what was considered commercial. The CAO stated it was more industrial facilities component that we were not interested in. Mayor Patterson then stated there has been no Agreement to proceed with this. Mr. Lalonde agreed this will have to come back to Public Works Committee for further discussion. Committee concurred.

Mr. Pincivero briefly outlined the Sunnidale Trails Secondary Plan Study Project. He stated the Sunnidale Water Tower is not a viable solution for housing the water boosting pumping station, due to structural reasons. He stated a meeting with Ainley Staff and Public Works staff is scheduled for tomorrow and this will be brought back to Public Works Committee as part of the Class EA process.
It was then;

MOVED BY M. BERCOVITCH
SECONDED BY S. WELLS  RESOLUTION NO. 2013-05-02

RESOLVED THAT the Public Works Committee does hereby receive the May 28, 2013 Engineer’s Status Report on Capital Works Projects, as information.

CARRIED

c) Municipal Infrastructure Investment Initiative – Capital Program (MIII-CP) for Schoonertown Bridge.

Mr. Lalonde spoke to the letter received from the Ministry of Agriculture and Food with respect to the Schoonertown Bridge application submitted under the Municipal Infrastructure Investment Initiative – Capital Program Funding. He stated there were three primary components that were part of the application, (financial, technical and Asset Management). He noted that Ms. Quinlan, Treasurer had the opportunity to contact them directly to inquire about the application submission. He mentioned they would only provide limited information related to the components. Discussion ensued. Deputy Mayor Foster indicated that there may be another opportunity coming available for funding in the near future. It was then;

MOVED BY N. BIFOLCHI
SECONDED BY M. BERCOVITCH  RESOLUTION NO. 2013-05-03

RESOLVED THAT the Public Works Committee does hereby receive the correspondence from the Ministry of Agriculture and Food with respect to the Municipal Infrastructure Investment Initiative (MIII) – Capital Program for the Schoonertown Bridge, for information.

CARRIED


Deputy Mayor Foster read the motion and Committee had no comments. It was then;

MOVED BY S. WELLS
SECONDED BY N. BIFOLCHI  RESOLUTION NO. 2013-05-04

RESOLVED THAT the Public Works Committee does hereby receive the correspondence from the Simcoe Muskoka District Health Unit (SMDHU) dated May 21, 2013 pertaining to West Nile Virus Program Planning for 2013, for information.

CARRIED
e) County of Simcoe Transportation Master Plan Update.

Deputy Mayor Foster read the motion. Mr. Lalonde informed Committee that Mr. Pincivero, Public Works Engineer is assigned the contact person for this and will keep Staff informed on any update information. It was then;

MOVED BY M. BERCOVITCH
SECONDED BY S. WELLS

RESOLUTION NO. 2013-05-05

RESOLVED THAT the Public Works Committee does hereby receive the correspondence from the County of Simcoe with respect to the County of Simcoe Transportation Master Plan Update, for information.

CARRIED

f) Township of Tiny Notice of Public Information Centre #4 Septage Management Class Environmental Assessment Study.

Deputy Mayor Foster read the motion and Committee had no comments. It was then;

MOVED BY N. BIFOLCHI
SECONDED BY M. BERCOVITCH

RESOLUTION NO. 2013-05-06

RESOLVED THAT the Public Works Committee does hereby receive the Township of Tiny Notice of Public Information Centre #4 Septage Management Class Environmental Assessment Study, for information.

CARRIED

g) Township of Springwater Class Environmental Assessment Phases 3 and 4 Midhurst Water, Wastewater and Transportation.

Deputy Mayor Foster read the motion and Committee had no comments. It was then;

MOVED BY S. WELLS
SECONDED BY N. BIFOLCHI

RESOLUTION NO. 2013-05-07

RESOLVED THAT the Public Works Committee does hereby receive the Township of Springwater Class Environmental Assessment, “Notice of Study Commencement”, for information.

CARRIED
j) Nottawasaga River Dredging Update.

Mr. Lalonde updated Committee on the Nottawasaga River Dredging following the meeting held with municipal staff and the Ministry of Natural Resources (MNR) on April 23rd, 2013. He stated as the mouth of the Nottawasaga River falls within the Provincial Park Boundary, authorization of the proposed dredging will be subject to the Class Environmental Assessment for Provincial Parks and Conservation Reserves. He pointed out that necessary steps and pre-requisite Class Environmental Assessment is necessary to be undertaken in advance of (MNR) authorizing to proceed with the proposed dredging project. He then spoke to the Screening Process, which is the method utilized in identifying potential negative and positive environmental effects associated with the proposed project, all aspects (social, economic, and environmental). He stated the screening process enables the project to be assigned to one of four categories A, B, C or D. Mr. Lalonde then spoke to the proposed timing for dredging and the species-at-risk (Lake Sturgeon and Piping Plover), and the impact on the (MNR)’s assignment of the Category. He then provided Committee with examples; if dredging is being proposed within the migratory and/or feeding times of the Lake Sturgeon or nesting and/or activity of the Piping Plover, the net negative impact could dramatically increase and result in a Category C or possibly D. If the dredging is proposed within a window whereby the Lake Sturgeon is no longer migrating and the Plover is no longer nesting and have migrated, a Category B may be suffice.

Mr. Lalonde pointed out that in 2010 when the dredging was done, he was not required to go through the Environmental Class process, but they did engage in public notice through the newspaper and through the River Resources Committee in notifying the Public. He stated now there is new information with the presence of the species-at-risk. He stated if Committee wishes to follow through with proceeding with the Environmental Assessment, it is good for ten years. He noted the challenge with the Environmental Assessment is the limits and the scope of the dredging and how it is defined. Mr. Lalonde stated the process is very formal. Discussion then ensued as to the timeframe of ten years and if this could be extended if necessary. Mr. Lalonde stated if necessary, at year nine a request could be made to extend the (EA); however, the screening process would be reassessed by the Province once again.

Mayor Patterson then spoke to a recent article he had seen with respect to the Species at Risk Act. Mr. Lalonde stated he was not familiar with any recent changes to the legislation. He stated there are both Federal and Provincial Acts related to endangered species.

Councillor Wells then inquired about the Snake Island area and if this area is within the (MNR) jurisdiction for dredging? Mr. Lalonde stated the river bottom is MNR jurisdiction; however, he will have to look into whether this area is part of the Ontario Parks jurisdiction.
h) **Patti Kennedy, C.E.T. – Risk Management Inspector (RMI)/Alternate Risk Management Official (RMO).**

Deputy Mayor Foster read the motion and Committee had no comments. It was then;

MOVED BY M. BERCOVITCH
SECONDED BY S. WELLS

RESOLUTION NO. 2013-05-08

RESOLVED THAT the Public Works Committee does hereby recommend to Council that the Designation of Risk Management Inspector and Alternate Risk Management Official report be received for information;

AND FURTHER THAT Council appoints Ms. Patti Kennedy, C.E.T., Engineering Technologist, as the Town of Wasaga Beach Risk Management Inspector and the Alternate Risk Management Official.

CARRIED

i) **Declaring Lands Surplus (RP 1700; Lot 48 Joanne Crescent) To Facilitate Property Acquisition re: Future Trillium Creek Berm Construction.**

Deputy Mayor Foster read the motion. Mr. Lalonde advised Committee that at the November 18, 2012 Public Works Committee meeting, a Closed Session was held and there should have been a resolution that came out of the Closed Session with respect to declaring lands surplus to facilitate property acquisition for the future Trillium Creek Berm Construction. Therefore, after speaking with the Clerk’s Department, the following motion was prepared in following Council’s Policy and Procedures for the land sale/transfer and in allowing further negotiations. It was then;

MOVED BY N. BIFOLCHI
SECONDED BY S. WELLS

RESOLUTION NO. 2013-05-09

RESOLVED THAT the Public Works Committee does hereby recommend to Council that it declare the Town-owned lands legally known as Lot 48; Registered Compiled Plan 1700 as surplus to the Municipality’s needs;

AND FURTHER THAT the Public Works Committee recommends to Council that the Mayor and Clerk be authorized to execute all necessary agreements associated with same.

CARRIED
The CAO then inquired if the Town has the flexibility to create and carve out a new channel as part of this Environmental Assessment? Mr. Lalonde suggested an independent (EA) would be the best approach for that and not to tie it to the same (EA) for dredging. Mayor Patterson suggested considering old studies and seriously looking at options and our approach in doing something permanent. Mr. Lalonde noted that further studies will be presented as part of future budget deliberations, including consideration to engage a coastal engineer to evaluate and assess a long term solution. He then asked Committee if they were in agreement to engage a Consultant to facilitate the Class EA regarding the dredging, recognizing the 10 year duration of the approval? Committee agreed. Mr. Lalonde advised Committee that he has surplus budget in his operating bridge and culvert budget to engage a Consultant. A request for proposal would be issued to the pre-qualified list of consultants. Mayor Patterson recommended that the Snake Island area be looked into as well. Committee agreed. It was then;

MOVED BY M. BERCOVITCH
SECONDED BY N. BIFOLCHI

RESOLUTION NO. 2013-05-10

RESOLVED THAT the Public Works Committee does hereby receive the Staff Report from the Director of Public Works regarding the Nottawasaga River Dredging Update, for discussion and direction.

CARRIED

k) 2013 Line Painting & Pavement Marking Contract Quantity Adjustment.

Deputy Mayor Foster read the motion and Committee had no comments. It was then;

MOVED BY N. BIFOLCHI
SECONDED BY S. WELLS

RESOLUTION NO. 2013-05-11

RESOLVED THAT the Public Works Committee does hereby authorize the Director of Public Works to increase the line painting and pavement marking quantities within Contract No. PW2013-08 to an upset limit increase of $15,000 (including HST);

AND FURTHER THAT the costs associated with the increased quantities be drawn from the surplus budget from the Zone Painting Account No. 01-350-1021-04201.

CARRIED

Councillor Wells then spoke to the intersection of Knox Road West and 45th Street South. He stated on several occasions he has witnessed vehicles turning left off of 45th Street South onto Knox Road West, turning into the westbound left turning lane. He suggested a dotted line be placed showing the travelling area, creating a wider sweep.
Councillor Bercovitch further inquired whether the left turn lane on Knox Road West could be moved back one car length from the intersection? Mr. Lalonde stated he will have a look at this area to confirm turning movements; however, this is primarily due to driver error.

1) New (Replacement) Crew Cab Stake Truck – County RFP2013-014.

Deputy Mayor Foster read the motion. Mayor Patterson inquired as to the year of the existing Unit #95 vehicle? Mr. Lalonde stated it is a 2003 vehicle. It was then;

MOVED BY S. WELLS
SECONDED BY N. BIFOLCHI

RESOLUTION NO. 2013-05-12

RESOLVED THAT the Public Works Committee does hereby recommend to Council that RFP 2013-014 for the supply and delivery of a new crew cab stake truck be awarded to Hanna Motors, in accordance with the competitive bid process undertaken in conjunction with the County of Simcoe, in the amount of $63,571.54 (including HST).

CARRIED

m) Ministry of Natural Resources Beachfront Garbage Collection.

Deputy Mayor Foster read the motion. Mr. Lalonde advised Committee that this request is consistent with the last two years. He recommended we continue working with the Ministry of Natural Resources in this interim partnership for 2013. It was then;

MOVED BY S. WELLS
SECONDED BY N. BIFOLCHI

RESOLUTION NO. 2013-05-13

RESOLVED THAT the Public Works Committee does hereby receive the letter from Mr. John Fisher, Parks Superintendent, Wasaga Beach Provincial Park dated May 30th, 2013 regarding waste management support;

AND FURTHER THAT the Public Works Committee does hereby authorize the Director of Public Works to provide a quotation for waste management services to Wasaga Beach Provincial Park for their consideration, including full cost recovery;

AND FURTHER THAT the Public Works Committee does hereby recommend to Council that it approve providing waste management support services to Ontario Parks for 2013, provided that all terms and conditions are agreed upon by the Director of Public Works.

CARRIED
n) **Robinson Road Area – Interim Drainage Improvements.**

Mr. Pincivero spoke to the Robinson Road Area drainage improvements. He pointed out that the full storm drainage for this area is not to be completed until full build out of the future subdivision is completed. He stated the recommendation is to improve the existing drainage conditions for the low lying area along the rear lot line of house #23 Iris Drive, east of Violet Street, and the adjacent neighbouring properties. Mr. Pincivero then apologized to Committee that after preparing his Staff Report and the Public Works Agenda being sent out, he had spoken with the Public Works Superintendent and found that the Public Works Staff could install the one (1) storm water outlet on the Town owned property, which will reduce the cost. He stated we will ask Georgian Paving Limited for a quote to install the storm water outlet at 23 Iris Drive, which is on private lands, provided the easement can be negotiated. It was then;

MOVED BY N. BIFOLCHI  
SECONDED BY M. BERCOVITCH  
RESOLUTION NO. 2013-05-14

RESOLVED THAT the Public Works Committee does hereby recommend to Council that it approve the installation of two (2) storm water outlets to improve existing drainage conditions north of the future Robinson Road right-of-way adjacent to rear yards of the existing residential properties on Iris Drive and Crocus Drive;

AND FURTHER THAT staff be authorized to engage Georgian Paving Limited to complete the installation of the storm water outlets at 23 Iris Drive as a Change Order under Contract No. 107111;

AND FURTHER THAT staff be authorized to negotiate and establish a storm water drainage easement agreement along the private property at #23 Iris Drive.

CARRIED

o) **Nottawasaga River Bridge Crossing EA – Summary of Public Meeting held May 22, 2013.**

Deputy Mayor Foster read the motion and Committee had no comments. It was then;

MOVED BY S. WELLS  
SECONDED BY N. BIFOLCHI  
RESOLUTION NO. 2013-05-15

RESOLVED THAT the Public Works Committee does hereby receive the Nottawasaga River Crossing Class EA Public Information Centre No. 1 Summary provided by the Ainley Group, dated May 29, 2013, for information.

CARRIED
p) **Public Works Accounts – April 2013.**

Deputy Mayor Foster read the motion and Committee had no comments. It was then:

MOVED BY M. BERCOVITCH  
SECONDED BY S. WELLS  
RESOLUTION NO. 2013-05-16

RESOLVED THAT the April 2013 Accounts, as reviewed by the Public Works Committee, are hereby confirmed.

CARRIED

6. **OTHER AGENCY REPORTS**

Transit

a) **Wasaga Beach Transit Report – April 2013 and Monthly Ridership Statistics.**

Deputy Mayor Foster inquired about the number of transit passes and the statistics on the number of monthly passes that have been issued? He stated it would be interesting to know how many people are taking advantage of the passes. The CAO then outlined that for the month of May, (26) adult passes, (5) senior passes and (7) link passes were issued. He further mentioned that 485 universal passes were issued in the first five months of the year.

Councillor Bercovitch then inquired about the Stayner connection announcement and how this transit route will be planned? The CAO explained to Committee that Georgian Coach Lines has met with Clearview Township regarding the transit link between Stayner and the Georgian Bay Medical Clinic and it is up to Clearview Township to initiate the start up at this point. He mentioned we are willing to work with them on this. Mayor Patterson then spoke to a recent request that came through the County of Simcoe from Springwater Township regarding the feasibility of having a connecting link between Wasaga Beach and Elmvale. Councillor Bercovitch inquired if any businesses are being approached to help with the cost sharing? The CAO stated he does not believe any businesses have been contacted as of yet, but the Georgin Bay Medical Clinic was contacted.

Councillor Wells then inquired if there was any thought given on providing transit service similar to the same type of service we are offering Park Place, for down on the Oxbow Park Drive Loop? The CAO stated he has had a resident contact him on a couple of occasions expressing interest in having the Transit Bus down in this area. He stated he has asked Mr. Doug Harrison from Georgian Coach Lines to look into the cost for this extension to Route 2. He noted there would be an impact on the current service in providing this request.
He further stated that he had mentioned to the individual to seek others in the area, and consider a petition to bring forward to Staff. But this individual did not agree with this approach. Therefore, the CAO stated from a procedural standpoint, he will bring this back to Public Works Committee, for further discussion and decision, once costs have been provided. It was then;

MOVED BY N. BIFOLCHI
SECONDED BY S. WELLS
RESOLUTION NO. 2013-05-17

RESOLVED THAT the Public Works Committee does hereby receive the Wasaga Beach Transit Report for April 2013, for information.

CARRIED

b)  Wasaga Beach-Collingwood Link Ridership-April 2013 Statistics.

Deputy Mayor Foster read the motion and Committee had no comments. It was then;

MOVED BY M. BERCOVITCH
SECONDED BY S. WELLS
RESOLUTION NO. 2013-05-18

RESOLVED THAT the Public Works Committee does hereby receive the Wasaga Beach - Collingwood Link Ridership Statistics from April 2013, for information.

CARRIED

The CAO advised Committee that the New Link Bus is in and is getting decaled. An Official launch is scheduled for the next week or so.

Mr. Lalonde informed Committee that there is an obstruction under the Main Street Bridge and it appears to be the eminence from the old bridge pier and wooden crib. He noted a crew that was in previously videotaping, is now working on having this obstruction removed.

Mr. Lalonde then spoke to a Public Meeting that is scheduled for June 22, 2013 from 10:00 a.m. to 12:00 p.m., at the RecPlex, Oakview Room regarding the Robinson Road/Mapleside Drive Area Servicing.

Mr. Lalonde further advised Committee that the Highway 26 Assessment Report Consultation Plan for the next phase of transportation improvements is scheduled and Mr. Pincivero will be attending the meeting. He noted that a presentation will also be coming to Council outlining the number of variations they are considering.

Mr. Lalonde congratulated Mr. Pincivero on his recent promotion as Manager of Engineering Services. Committee also congratulated Mr. Pincivero.
Councillor Bifulchi thanked Staff for arranging the Robinson Road/Mapleside Drive Area Servicing meeting. Mr. Lalonde noted that approximately thirty (30) responses have been received to date, which approximately 15% have interest in proceeding. He stated following the Public Meeting, a follow-up report will come back to Public Works Committee.

7. **DATE OF NEXT MEETING**

Thursday, July 25\textsuperscript{th}, 2013 at 8:30 a.m. in the Classroom at the Town Hall.

8. **ADJOURNMENT**

Deputy Mayor Foster adjourned the meeting at 9:37 a.m.
THE CORPORATION OF THE
TOWN OF WASAGA BEACH

BY-LAW NO. 2013-___

A BY-LAW TO APPOINT AN ALTERNATE RISK MANAGEMENT OFFICIAL
AND RISK MANAGEMENT INSPECTOR FOR THE PURPOSE
OF THE CLEAN WATER ACT, 2006,
FOR THE TOWN OF WASAGA BEACH

WHEREAS pursuant to The Municipal Act, 2001, S.O. 2001, c.25, as amended, the Council of a
Municipality has the capacity, rights, powers and privileges of a natural person for the purpose of
exercising its authority under this or any other Act, to enable them to govern their affairs as they
consider appropriate and to enhance their ability to respond to municipal issues; and shall be
exercised by by-law;

AND WHEREAS pursuant to subsection 47(1)(b) of the Clean Water Act, 2006 (the "Act"),
provides that the council of a lower-tier municipality that has authority to pass by-laws
respecting water production, treatment and storage under the Municipal Act, 2001 is responsible
for the enforcement of this Part in the municipality;

AND WHEREAS pursuant to subsection 47(6) of the Act provides that a municipality that is
responsible for the enforcement of Part IV of the Act shall appoint a risk management official
and such risk management inspectors as are necessary for that purpose;

AND WHEREAS the Council of the Corporation of the Town of Wasaga Beach considers it
necessary and desirable to appoint an alternate Risk Management Official and Risk Management
Inspector for the purpose of the Clean Water Act, 2006;

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

1. THAT Patti Kennedy is appointed a Risk Management Inspector and Alternate Risk
Management Official under subsection 47(6) of the Act.

2. 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 11th DAY OF
JUNE, 2013.

________________________________________
Cal Patterson, Mayor

________________________________________
Twyla Nicholson, Clerk
Explanatory Note

To

By-Law No. 2013-_______

(Green Hill Homes Ltd. – Shady Lane)

The purpose of this By-Law is to remove the holding provision from the Residential Type Three Eighteenth Exception Holding (R3H-8) Zone for the Green Hill Home Lands at Mosley and 15th Street.

The effect of the By-Law would be to permit the construction of 14 townhouse units in 3 residential townhouse buildings.

This By-Law is properly before Council for consideration.
THE CORPORATION OF THE
TOWN OF WASAGA BEACH

BY-LAW NO. 2013 -

A BY-LAW TO AMEND TOWN OF WASAGA BEACH
COMPREHENSIVE ZONING BY-LAW NO. 2003-60, AS AMENDED

(Green Hill Homes Limited – Shady Lane)

WHEREAS pursuant to Section 34 of the Planning Act, R.S.O., 1990, c.P.13, as amended, the Council of the Town of Wasaga Beach has passed a Comprehensive Zoning By-Law No. 2003-60 for the Town of Wasaga Beach;

AND WHEREAS an application to amend By-Law No. 2003-60 has been received with respect to Concession 16, Lot 7, Park Lot E of Registered Plan 713 (former Township of Sunnidale), Town of Wasaga Beach, County of Simcoe;

AND WHEREAS Council deems it advisable and expedient to amend Zoning By-Law No. 2003-60;

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

1. THAT Zoning By-Law No. 2003-60 is amended as follows:

   a. That Schedule “I” to By-law 2003-60 as amended is hereby further amended by lifting the holding (H) symbol from the Residential Type Three Eight Exception Holding (R3-8H) Zone for the area shown on Schedule “A” attached hereto and forming part of this By-Law.

2. THAT all other respective provisions of Zoning By-Law 2003-60, as amended, shall apply.

3. THAT this By-Law shall come into force as provided in the Planning Act, R.S.O., 1990 c.P.13, as amended and take effect from the date of its final passing.


______________________________
Cal Patterson, Mayor

______________________________
Twyla Nicholson, Clerk
Town of Wasaga Beach
Schedule 'A'

Area to be rezoned from R3-8H to R3-8

This is Schedule 'A' to By-Law
Passed the ___ day of ___ 2013.

Signatures of Signing Officers

Mayor

Clerk
Explanatory Note

To

By-Law No. 2013 -
(Lands within the Floodplain of the Nottawasaga River)

The purpose of this By-Law is to remove the Holding ‘H’ Symbol from all of the lands within the floodplain of the Nottawasaga River.

In order to obtain a building permit on floodplain lands, a landowner who wishes to improve their property with a dwelling, an addition to an existing dwelling, or a detached accessory building must first apply to the Town to remove the Holding ‘H’ symbol. The effect of the By-Law would be to reduce the time and cost for a landowner by removing the Holding ‘H’ symbol on their behalf. A landowner would still need a permit from the Nottawasaga Valley Conservation Authority for any proposed development within the floodplain.

This By-Law is properly before Council for consideration.
THE CORPORATION OF THE TOWN OF WASAGA BEACH

BY-LAW NO. 2013-___

A BY-LAW TO AMEND TOWN OF WASAGA BEACH COMPREHENSIVE ZONING BY-LAW NO. 2003-60, AS AMENDED

WHEREAS pursuant to Section 34 of the Planning Act, R.S.O., 1990, the Council of the Town of Wasaga Beach has passed a comprehensive Zoning By-Law No. 2003-60 for the Town of Wasaga Beach;

AND WHEREAS the Town of Wasaga Beach has initiated the amendment to By-Law No. 2003-60 for lands along the Nottawasaga River that are within the floodplain;

AND WHEREAS Council deems it advisable and expedient to amend Zoning By-Law No. 2003-60 by removing the Holding ‘H’ Symbol from the lands along the Nottawasaga River that are within the floodplain;

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

1.0 THAT Zoning By-Law No. 2003-60 is amended by changing the Zoning on lands identified on Schedules “A”, “B”, “C”, and “D” attached hereto and forming part of this By-Law.

2.0 THAT all other respective provisions of Zoning By-Law 2003-60, as amended, shall apply.
3.0 THAT this By-law shall come into force and effect in accordance with the provisions of the *Planning Act*, R.S.O., 1990 c.P.13.


______________________________
Cal Patterson, Mayor

______________________________
Twyla Nicholson, Clerk
THE CORPORATION OF THE
TOWN OF WASAGA BEACH

BY-LAW NO. 2013-___

A BY-LAW TO AUTHORIZE THE MAYOR AND THE CLERK
TO EXECUTE AGREEMENTS AND DOCUMENTS
REGARDING THE SALE OF LAND

WHEREAS Section 9 of the Municipal Act, 2001, as amended, grants
municipalities the capacity, rights, powers and privileges of a natural a 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 Agreements and Documents regarding
the sale of property to Habitat for Humanity South Georgian Bay, for lands
known as, Part of Cedar Grove Drive, Plan 961 designated as Part 1 Plan 51R-
38831, Town of Wasaga Beach;

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
   Agreements and Documents regarding the sale of lands to Habitat for
   Humanity South Georgian Bay, for lands known as, Part of Cedar Grove
   Drive, Plan 961 designated as Part 1 Plan 51R-38831, Town of Wasaga
   Beach, County of Simcoe, as shown on the attached Schedule “A” that
   forms part of this By-Law.

2. THAT the Agreements and Documents are 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 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.


______________________________
Cal Patterson, Mayor

______________________________
Twyla Nicholson, Clerk
Agreement of Purchase and Sale

This Agreement of Purchase and Sale dated this ____________ day of ____________, 20___.

BUYER, Habitat for Humanity South Georgian Bay (Full legal names of all Buyers), agrees to purchase from

SELLER, The Corporation of the Town of Wasaga Beach (Full legal names of all Sellers), the following

REAL PROPERTY:
Address: Part 1, Plan 51R38531, being part of Cedar Grove Drive, fronting on the side of: ____________ in the ____________ more or less by a depth of: ____________ more or less: ____________ legally described as: Part of Cedar Grove Drive, Plan 51R38531 designated as Part 1, Plan 51R38531, Town of Wasaga Beach, County of Simcoe, as shown on Schedule "A", (Legal description of land including easements not described elsewhere) (the "property").

PURCHASE PRICE:

Two Dollars ($2.00)

DEPOSIT: Buyer submits ____________ Dollars (CD$)

(Hereinafter Upon Acceptance as otherwise described in this Agreement)

by negotiable cheque payable to: ____________ "Deposit Holder" to be held in trust pending completion or other termination of this Agreement and to be credited toward the Purchase Price on completion. For the purposes of this Agreement, "Upon Acceptance" shall mean that the Buyer is required to deliver the deposit to the Deposit Holder within 24 hours of the acceptance of this Agreement. The parties to this Agreement hereby acknowledge that, unless otherwise provided for in this Agreement, the Deposit Holder shall place the deposit in trust in the Deposit Holder's non-interest bearing Real Estate Trust Account and no interest shall be earned, received or paid on the deposit.

Buyer agrees to pay the balance as more particularly set out in Schedule A attached.

SCHEDULE(S) A attached hereto form(s) part of this Agreement.

1. IRREVOCABILITY: This Offer shall be irrevocable by Buyer until 5:00 P.M. on the ____________ day of ____________, 20___, after which time, if not accepted, this Offer shall be null and void and the deposit shall be returned to the Buyer in full without interest.

2. COMPLETION DATE: This Agreement shall be completed by no later than 6:00 p.m. on the ____________ day of ____________, 20___ Upon completion, vacant possession of the property shall be given to the Buyer unless otherwise provided for in this Agreement.

3. NOTICES: The Seller hereby appoints the Listing Brokerage as agent for the Seller for the purpose of giving and receiving notices pursuant to this Agreement. Where a Brokerage (Buyer's Brokerage) has entered into a representation agreement with the Buyer, the Buyer hereby appoints the Buyer's Brokerage as agent for the purpose of giving and receiving notices pursuant to this Agreement. Where a Brokerage represents both the Seller and the Buyer (multiple representation), the Brokerage shall not be entitled or authorized to be agent for either the Buyer or the Seller for the purpose of giving and receiving notices. Any notice relating hereto or provided for herein shall be in writing. In addition to any provision contained herein and in any Schedule hereto, this offer, any counter-offer, notice of acceptance thereof or any notice to be given or received pursuant to this Agreement or any Schedule hereto shall be deemed given and received when delivered personally or hand delivered to the Address for Service provided in the Acknowledgement below, or where a facsimile number is provided herein, when transmitted electronically to that facsimile number.

FAX No. ____________ (For delivery of notices to Seller) FAX No. ____________ (For delivery of notices to Buyer)

INITIALS OF BUYER(S): ____________

INITIALS OF SELLER(S): ____________

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4. CHATTELs INCLUDED: ............................................................... N/A

5. FIXTURES EXCLUDED: ............................................................... N/A

6. RENTAL ITEMS: The following equipment is rented and not included in the Purchase Price. The Buyer agrees to assume the rental contract(s), if assumable: ............................................................... N/A

7. GST/HST: If the sale of the property (Real Property as described above) is subject to Goods and Services Tax (GST) or Harmonized Sales Tax (HST) then such tax shall be ...... in addition to ...... the Purchase Price. If the sale of the property is not subject to GST or HST, Seller agrees to certify on or before closing, that the sale of the property is not subject to GST or HST. Any HST on chattels, if applicable, is not included in the purchase price.

8. TITLE SEARCH: Buyer shall be allowed until 6:00 p.m. on the ............... day of ............... 20... to examine the title to the Property at Buyer's own expense and until the earlier of: (i) thirty days from the later of the Requisition Date or the date on which the conditions in this Agreement are fulfilled or otherwise waived or; (ii) five days prior to completion, to satisfy Buyer that there are no outstanding work orders or deficiency notices affecting the Property, and that its present use (VACANT LAND) may be lawfully continued and that the principal building may be insured against risk of fire. Seller hereby consents to the municipality or other governmental agencies releasing to Buyer details of all outstanding work orders and deficiency notices affecting the property, and Seller agrees to execute and deliver such further authorities in this regard as Buyer may reasonably require.

9. FUTURE USE: Seller and Buyer agree that there is no representation or warranty of any kind that the future intended use of the property by Buyer is or will be lawful except as may be specifically provided for in this Agreement.

10. TITLE: Provided that the title to the property is good and free from all registered restrictions, charges, liens, and encumbrances except as otherwise specifically provided in this Agreement and save and except for (a) any registered restrictions or covenants that run with the land providing that such are complied with; (b) any registered municipal agreements and registered agreements with publicly regulated utilities providing such have been complied with, or security has been posted to ensure compliance and completion, as evidenced by a letter from the relevant municipality or regulated utility; (c) any easements for the supply of domestic utility or telephone services to the property or adjacent properties; and (d) any easements for drainage, storm or sanitary sewers, public utility lines, telephone lines, cable television lines or other services which do not materially affect the use of the property. If within the specified times referred to in paragraph 8 any valid objection to title or to any outstanding work order or deficiency notice, or to the fact the said present use may not lawfully be continued, or that the principal building may not be insured against risk of fire is made in writing to Seller and which Seller is unable or unwilling to remove, remedy or satisfy or obtain insurance save and except against risk of fire (Title Insurance) in favour of the Buyer and any mortgagee, (with all related costs at the expense of the Seller), and which Buyer will not waive, this Agreement notwithstanding any Intermediate acts or negotiations in respect of such objections, shall be at an end and all monies paid shall be returned without interest or deduction and Seller, Listing Brokerage and Co-operating Brokerage shall not be liable for any costs or damages. Save as to any valid objection so made by such day and except for any objection going to the root of the title, Buyer shall be conclusively deemed to have accepted Seller's title to the property.

11. CLOSING ARRANGEMENTS: Where each the Seller and Buyer retain a lawyer to complete the Agreement of Purchase and Sale of the Property, and where the transaction will be completed by electronic registration pursuant to Part III of the Land Registration Reform Act, R.S.O. 1990, Chapter L4 and the Electronic Registration Act, S.O. 1991, Chapter 44, and any amendments thereto, the Seller and Buyer acknowledge and agree that the exchange of closing funds, non-registrable documents and other items (the "Requisite Deliveries") and the release thereof to the Seller and Buyer will (a) not occur at the same time as the registration of the transfer deed (and any other documents intended to be registered in connection with the completion of this transaction) and (b) be subject to conditions whereby the lawyer(s) receiving any of the Requisite Deliveries will be required to hold same in trust and not release same except in accordance with the terms of a document registration agreement between the said lawyers. The Seller and Buyer Irrevocably instruct the said lawyers to be bound by the document registration agreement which is recommended from time to time by the Law Society of Upper Canada. Unless otherwise agreed to by the lawyers, such exchange of the Requisite Deliveries will occur in the applicable Land Titles Office or such other location agreeable to both lawyers.

12. DOCUMENTS AND DISCHARGE: Buyer shall not call for the production of any title deed, abstract, survey or other evidence of title to the property except such as are in the possession or control of Seller. If requested by Buyer, Seller will deliver any sketch or survey of the property within Seller's control to Buyer as soon as possible and prior to the Requisition Date. If a discharge of any Charge/Mortgage held by a corporation incorporated pursuant to the Trust And Loan Companies Act

INITIALS OF BUYER(S): ............................................................... INITIALS OF SELLER(S): ...............................................................
(Canada), Chartered Bank, Trust Company, Credit Union, Caisse Populaire or Insurance Company and which is not to be assumed by Buyer on completion, is not available in registrable form on completion, Buyer agrees to accept Seller's lawyer's personal undertaking to obtain, out of the closing funds, a discharge in registrable form and to register same, or cause same to be registered, on title within a reasonable period of time after completion, provided that on or before completion Seller shall provide to Buyer a mortgage statement prepared by the mortgagee setting out the balance required to obtain the discharge, and, where a real-time electronic cleared funds transfer system is not being used, a direction executed by Seller directing payment to the mortgagees of the amount required to obtain the discharge out of the balance due on completion.

13. **INSPECTION:** Buyer acknowledges having had the opportunity to inspect the property and understands that upon acceptance of this Offer there shall be a binding agreement of purchase and sale between Buyer and Seller. The Buyer acknowledges having the opportunity to include a requirement for a property inspection report in this Agreement and agrees that except as may be specifically provided for in this Agreement, the Buyer will not be obtaining a property inspection or property inspection report regarding the property.

14. **INSURANCE:** All buildings on the property and all other things being purchased shall be and remain until completion at the risk of Seller. Pending completion, Seller shall hold all insurance policies, if any, and the proceeds thereof in trust for the parties as their interests may appear and in the event of substantial damage, Buyer may either terminate this Agreement and have all monies paid returned without interest or deduction or else take the proceeds of any Insurance and complete the purchase. No insurance shall be transferred on completion. If Seller is taking back a Charge/Mortgage, or Buyer is assuming a Charge/Mortgage, Buyer shall supply Seller with reasonable evidence of adequate insurance to protect Seller's or other mortgagee's interest on completion.

15. **PLANNING ACT:** This Agreement shall be effective to create an interest in the property only if Seller complies with the subdivision control provisions of the Planning Act by completion and Seller covenants to proceed diligently at his expense to obtain any necessary consent by completion.

16. **DOCUMENT PREPARATION:** The Transfer/Deed shall, save for the Land Transfer Tax Affidavit, be prepared in registrable form at the expense of Seller, and any Charge/Mortgage to be given back by the Buyer to Seller at the expense of the Buyer. If requested by Buyer, Seller covenants that the Transfer/Deed to be delivered on completion shall contain the statements contemplated by Section 50(22) of the Planning Act, R.S.O.1990.

17. **RESIDENCY:** Buyer shall be credited towards the Purchase Price with the amount, if any, necessary for Buyer to pay to the Minister of National Revenue to satisfy Buyer's liability in respect of tax payable by Seller under the non-residency provisions of the Income Tax Act by reason of this sale. Buyer shall not claim such credit if Seller delivers on completion the prescribed certificate or a statutory declaration that Seller is not then a non-resident of Canada.

18. **ADJUSTMENTS:** Any rents, mortgage interest, realty taxes including local improvement rates and unmetered public or private utility charges and unmetered cost of fuel, as applicable, shall be apportioned and allowed to the day of completion, the day of completion itself to be apportioned to Buyer.

19. **PROPERTY ASSESSMENT:** The Buyer and Seller hereby acknowledge that the Province of Ontario has implemented current value assessment and properties may be re-assessed on an annual basis. The Buyer and Seller agree that no claim will be made against the Buyer or Seller, or any Brokerage or Salesperson, for any changes in property tax as a result of re-assessment of the property, save and except any property taxes that accrued prior to the completion of this transaction.

20. **TIME LIMITS:** Time shall in all respects be of the essence hereof provided that the time for doing or completing any matter provided for herein may be extended or abridged by an agreement in writing signed by Seller and Buyer or by their respective lawyers who may be specifically authorized in that regard.

21. **TENDER:** Any tender of documents or money hereunder may be made upon Seller or Buyer or their respective lawyers on the day set for completion. Money may be tendered by bank draft or cheque certified by a Chartered Bank, Trust Company, Province of Ontario Savings Office, Credit Union or Caisse Populaire.

22. **FAMILY LAW ACT:** Seller warrants that spousal consent is not necessary to this transaction under the provisions of the Family Law Act, R.S.O.1990 unless Seller's spouse has executed the consent hereinafter provided.

23. **UFFI:** Seller represents and warrants to Buyer that during the time Seller has owned the property, Seller has not caused any building on the property to be insulated with insulation containing ureaformaldehyde, and that to the best of Seller's knowledge no building on the property contains or has ever contained insulation that contains ureaformaldehyde. This warranty shall survive and not merge on the completion of this transaction, and if the building is part of a multiple unit building, this warranty shall only apply to that part of the building which is the subject of this transaction.

24. **LEGAL, ACCOUNTING AND ENVIRONMENTAL ADVICE:** The parties acknowledge that any information provided by the brokerage is not legal, tax or environmental advice.

25. **CONSUMER REPORTS:** The Buyer is hereby notified that a consumer report containing credit and/or personal information may be referred to in connection with this transaction.

26. **AGREEMENT IN WRITING:** If there is a conflict or discrepancy between any provision added to this Agreement (including any Schedule attached hereto) and any provision in the standard pre-set portion hereof, the added provision shall supersede the standard pre-set provision to the extent of such conflict or discrepancy. This Agreement including any Schedule attached hereto, shall constitute the entire Agreement between Buyer and Seller. There is no representation, warranty, collateral agreement or condition, which affects this Agreement other than as expressed herein. For the purposes of this Agreement, Seller means vendor and Buyer means purchaser. This Agreement shall be read with all changes of gender or number required by the context.

27. **TIME AND DATE:** Any reference to a time and date in this Agreement shall mean the time and date where the property is located.

INITIALS OF BUYER(S): ______________________ INITIALS OF SELLER(S): ______________________
28. **SUCCESSORS AND ASSIGNS:** The heirs, executors, administrators, successors and assigns of the undersigned are bound by the terms herein.

**SIGNED, SEALED AND DELIVERED** in the presence of: IN WITNESS whereof I have hereunto set my hand and seal:

(Witness) [Signature] ___________________________ (Date) ______________

(Witness) [Signature] ___________________________ (Date) ______________

I, the Undersigned Seller, agree to the above Offer. I hereby irrevocably instruct my lawyer to pay directly to the Listing Brokerage the unpaid balance of the commission together with applicable Goods and Services Tax (and any other taxes as may hereafter be applicable), from the proceeds of the sale prior to any payment to the undersigned on completion, as advised by the Listing Brokerage to my lawyer.

**SPOUSAL CONSENT:** The Undersigned Spouse of the Seller hereby consents to the disposition evidenced herein pursuant to the provisions of the Family Law Act, R.S.O.1990, and hereby agrees with the Buyer that he/she will execute all necessary or incidental documents to give full force and effect to the sale evidenced herein.

(Witness) [Signature] ___________________________ (Date) ______________

(Witness) [Signature] ___________________________ (Date) ______________

**CONFIRMATION OF ACCEPTANCE:** Notwithstanding anything contained herein to the contrary, I confirm this Agreement with all changes both typed and written was finally accepted by all parties at this day of __________., 20________, (Signature of Seller or Buyer)

**INFORMATION ON BROKERAGE(S)**

<table>
<thead>
<tr>
<th>Listing Brokerage</th>
<th>Tel.No.(_______)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Co-op/Buyer Brokerage</td>
<td>Tel.No.(_______)</td>
</tr>
</tbody>
</table>

**ACKNOWLEDGEMENT**

I acknowledge receipt of my signed copy of this accepted Agreement of Purchase and Sale and I authorize the Agent to forward a copy to my lawyer.

(Seller) [Signature] ___________________________ (Date) ______________

(Buyer) [Signature] ___________________________ (Date) ______________

Address for Service: [Address]

Address for Service: [Address]

Seller's Lawyer: [Name]

Buyer's Lawyer: [Name]

(Date) ______________ (Date) ______________

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Schedule A
Agreement of Purchase and Sale

This Schedule is attached to and forms part of the Agreement of Purchase and Sale between:

BUYER, .................................................. Habitat for Humanity South Georgian Bay .................................................., and

SELLER, .................................................. The Corporation of the Town of Wasaga Beach ..................................................

for the purchase and sale of .................................................. Part 1, Plan 51R39831 .................................................. being part of Cedar Grove Drive ..................................................

........................................................................... dated the ............... 5th ............... day of ............... June ............... 20 ............... 13 ............... .

Buyer agrees to pay the balance as follows:
The Buyer shall pay the purchase price in cash on closing.

The Buyer warrants that it shall apply for a building permit and construct a single family dwelling on the property within a two year period of the closing of this transaction, failing which the Seller may demand a return conveyance of the property to it and the Buyer shall reconvey the property to the Seller within 30 days of such demand. The reconveyance by the Buyer shall be completed at the Buyer’s expense. The Buyer agrees to deliver an agreement to this effect to the Seller on closing.

The Buyer agrees that the property shall be subject to an easement in favour of Wasaga Distribution in the terms set out in Schedule “C” to this agreement.

This agreement is conditional until 11:00 p.m. on June 2013 upon the approval of this sale by the Council of the Town of Wasaga Beach.

INITIALS OF BUYER(S):  

INITIALS OF SELLER(S):  

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BASEMENT IN GROSS

1. Grant of Easement

(a) The Transferor does hereby grant, convey, and transfer unto the Transferee, its successors and assigns, the right, liberty, privilege, and easement in, over, along, upon, under and through the lands herein described to lay down, construct, operate, maintain, inspect, petrol, alter, remove, replace, reconstruct, or repair or use for maintenance and repair purposes required by the Transferee, including without limitation all such structures, utility lines and services, communication systems, equipment and appurtenances whether or not similar to that foregoing as may be necessary, useful or convenient in connection therewith or incidental thereto for the purposes of utility lines and services.

(b) The Transferee acknowledges and agrees that, notwithstanding the generality of the description of the lands and tract herein described, any underground or above ground services, structures, communications systems, equipment or appurtenances to be constructed, installed, replaced or reconstructed shall be in a location reviewed with and approved by the Transferor acting reasonably.

(c) The parties acknowledge and agree that the lands or tract herein described includes all of the lands of the Transferor and is not specific to the lands to be directly affected by this Easement. The Transferee undertakes and agrees, that in the event the Transferor acting reasonably, desires at any time to more specifically identify the affected lands, the Transferee will cooperate fully with the Transferor to surrender, release, discharge and remove from title this Easement and to replace it with an Easement against the specific lands intended to be affected by this Easement. The cost of so doing shall be shared by the Transferor and Transferee equally.

2. Right of Ingress and Egress

Together with the right of ingress and egress to, from, in and over the lands for itself, its servants, agents, contractors, subcontractors, with or without vehicles, machinery and equipment for all purposes, useful or convenient in connection with or incidental to the exercise and enjoyment of the right, privilege, and easement herein granted, conveyed and transferred as and from the date hereof and continuing in perpetuity or until the Transferee shall execute and deliver a surrender thereof.

3. Terms and Conditions

The aforesaid right, liberty, privilege and easement is herein granted, conveyed and transferred on the following terms, stipulations and conditions which are hereby mutually covenanted and agreed to by and between the Transferee and Transferor and such other parties as are designated herein.

(a) Right of Transferor

The Transferor shall have the right fully to use and enjoy the lands including without limitation:

(i) the right to construct such work or works as the Transferor may be obligated to construct pursuant to any agreement or undertaking given to the Transferee;
(ii) the right to repair existing drains and fences, except as may be necessary for any of the purposes hereby granted, conveyed and transferred to the Transferee; and
(iii) notwithstanding the foregoing, the Transferee upon request, shall consent to the Transferor repairing fences, existing drains, and re-routing waterways, landscaping the tract, surfacing or repairing lands, road, driveway, pathways and walks across, on and over the lands or any portion or portions thereof.
(b) **Transferor's Rights Not to be Interrupted**

The Transferor, performing and observing the covenants and conditions on its part to be observed and performed, shall and may peaceably hold and enjoy the right, liberty, privilege and easement herein granted, conveyed, and transferred without hindrance, molestation or interruption on the part of the Transferee or by any person claiming by, through, under or in trust for the Transferor.

(c) **Transferor's Title**

If it shall appear that at the date hereof the Transferor is not the sole owner of the lands, this Indenture shall nevertheless bind the Transferor to the full extent of its interest therein, and if it shall after acquire a greater or the entire interest, this Indenture shall likewise be extended to such after-acquired interests.

(d) **Additional Documents**

The Transferor will, if so requested by the Transferee, execute such further and other documents of title and assurances in respect of the Lands as may be requisite and such documents shall be prepared at the expense of the Transferee.

(e) **Condition of Easement Lands**

The Transferee covenants after the performance of any work on the Lands, to restore the surface of the lands as far as practicable to the same condition as it was prior to the commencement of any work performed by the Transferee.

(f) **Notices**

All Notices to be given hereunder may be given by registered letter addressed to:

**Transferor at:**
Transferee at: 30 Lewis Street, Wasaga Beach, Ontario L9Z 1A1

or such other address as the Transferor and Transferee may respectively from time to time designate in writing, and any such Notice shall be deemed to have been given and received by the addressee three (3) days after the mailing thereof, postage prepaid and registered.

4. **Covenants**

Running with the Land - The right, liberty, privilege and easement herein granted, conveyed and transferred, and the burden herein set forth, shall be of the same force and effect to all intents and purposes as a covenant running with the lands, and each and every part thereof.

5. **Successors and Assigns**

This Indenture, including all the covenants and conditions herein contained shall extend to, be binding upon and assure to the benefit of each of the parties hereto, all of the heirs, executors, administrators, successors-in-title, and assigns of the parties hereto respectively and wherever the singular or masculine is used in this Indenture, it shall be construed as if the plural or the feminine or the neuter, as the case may be, had been used, where the context of the Party or Parties hereto so require, and the rest of the sentence shall be construed as if the grammatical and terminological changes thereby rendered necessary had been made.
THE CORPORATION OF THE
TOWN OF WASAGA BEACH

BY-LAW NO. 2013-__

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, JUNE 11, 2013

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 comes into force and take effect upon the date of its final passing.

READ A FIRST, SECOND AND THIRD TIME AND FINALLY PASSED THIS 11TH DAY OF JUNE 2013.

______________________________
Cal Patterson, Mayor

______________________________
Twyla Nicholson, Clerk