



**REGULAR MEETING OF COUNCIL
AGENDA
MONDAY JULY 13, 2026 AT 6:00 P.M.**

**DR. S. F. MONESTIME MUNICIPAL COUNCIL CHAMBERS
160 WATER STREET, MATTAWA ON**

**Zoom Meeting Access: 1-647-374-4685
Meeting ID Code: 822 2157 4516
Passcode: 231942**

- 1. Meeting Called to Order**
- 2. Announce Electronic Participants**
- 3. Adoption of Agenda**
 - 3.1 To Adopt the agenda as presented or amended
- 4. Disclosures of a Conflict of Interest**
- 5. Presentations and Delegations**
- 6. Adoption of Minutes**
 - 6.1 Committee of the Whole of June 15, 2026
 - 6.2 Regular Meeting of June 22, 2026
 - 6.3 To adopt the minutes as presented or amended
- 7. Notice of Motions**
 - 7.1 Support for Adults with Developmental Disabilities
 - 7.2 Support to Reinstate Requirements for Compliance with FIPPA
- 8. Correspondence**
 - 8.1 Ministry of Municipal Affairs and Housing – Changes to the Strong Mayor framework
 - 8.2 Town of Plympton-Wyoming – Canada-Ontario Development Charge Reduction Program (DCRP)
 - 8.3 Town of Caledon – Provincial Support, Funding and Coordinated Plans to Combat Tick Borne Diseases
 - 8.4 Mattawa Child Care Centre – Request for Arena Fees Waived
 - 8.5 North Bay Parry Sound District Health Unit – Employee/Labour Relations Committee, Finance and Property Committee

- 8.6 Peterborough Country – Request for Provincial Action on the Accuracy of Municipal Voters Lists
- 8.7 North Bay Parry Sound District Health Unit – Healthy Smiles Ontario Fee Schedule and Access to Dental Care
- 8.8 FONOM – Public Consultation on the Future of Billy Bishop Toronto City Airport
- 8.9 North Bay Parry Sound District Health Unit – Health Impact of Bring Your Own Alcohol at Outdoor Public Event
- 8.10 City of Burlington – Information on the new Development Charge Reduction Program
- 8.11 Town of Whitby – Ontario Land Tribunal & Enhancing Deference to Municipal Planning Decisions
- 8.12 Municipality of Wawa – Emergency room wait times

9. Information Reports – Motions

- 9.1 Second Quarter Results – Report # 26-30R
Report from Paul Laperriere, CAO/Treasurer
- 9.2 Engineering Service Agreement – Report # 26-31R
Report from Paul Laperriere, CAO/Treasurer
- 9.3 Severe Windstorm – Report # 26-32R
Report from Paul Laperriere, CAO/Treasurer
- 9.4 Restricted “Lame Duck” Period – Report # 26-33R
Report from Amy Leclerc, Municipal Clerk & Sabrina Poullas, Deputy Clerk

10. By-Laws

11. Old Business

- 11.1 Library Proposal

12. New Business

- 12.1 Councillor Ross - Updates on the Berm, Fence at Timmins Park, Roadway at Pump Station at Fourth & Bissett Street and 598 McConnell Street building.

13. Questions from Public Pertaining to Agenda

14. In Camera (Closed) Session

15. Return to Regular Session

16. Motions Resulting from Closed Session

17. Adjournment

- 17.1 Adjournment of the meeting

DATE: MONDAY JULY 13, 2026

3.1

THE CORPORATION TOWN OF MATTAWA

MOVED BY COUNCILLOR _____

SECONDED BY COUNCILLOR _____

BE IT RESOLVED THAT this meeting agenda dated Monday July 13, 2026 be adopted.

THE CORPORATION OF THE TOWN OF MATTAWA

The minutes of the Committee of the Whole Meeting held Monday June 15, 2026, at 6:00 p.m. in the Dr. S.F. Monestime Council Chambers.

Council Present: Mayor Raymond A. Bélanger
 Councillor Mathew Gardiner
 Councillor Fern Levesque
 Councillor Loren Mick
 Councillor Laura Ross
 Councillor Garry Thibert
 Councillor Spencer Bigelow (Virtual)

Staff Present: Sabrina Poullas, Deputy Clerk
 Dexture Sarrazin, Director of Community Services

*When a recorded vote is requested and the minutes indicate the recorded vote was "Unanimous" it means all Councillors present and noted above voted in favour unless otherwise indicated.

1. Meeting Called to Order

2. Announce Electronic Participants

3. Adoption of Agenda

3.1 To Adopt the agenda as presented or amended

Resolution Number 26-144

Moved by Councillor Laura Ross

Seconded by Councillor Fern Levesque

BE IT RESOLVED THAT this meeting agenda dated Monday June 15, 2026 be adopted.

CARRIED - Members for: 5, Member against: 1

4. Disclosures of a Conflict of Interest

5. Presentations and Delegations

6. Notice of Motions

7. Information Reports – Motions

7.1 Community Services & Municipal Asset Review – Report # 26-27R

Report from Councillor Loren Mick

Resolution Number 26-145

Moved by Councillor Loren Mick

Seconded by Councillor Mathew Gardiner

BE IT RESOLVED THAT Council for the Town of Mattawa receives report # 26-27R titled Community Services and Municipal Asset Review.

CARRIED – Recorded vote and the vote was as follows:

For: Councillors Gardiner, Levesque, Mick, Ross, Thibert, Bigelow

Against: Mayor Bélanger

Resolution Number 26-146 (a)

Moved by Councillor Loren Mick
Seconded by Councillor Laura Ross

BE IT RESOLVED THAT the Committee of the Whole recommend that Council direct staff to develop a Community Hub Strategy for the Town of Mattawa, including opportunities to strengthen coordination between library, museum, tourism, recreation, community support, and municipal services through the strategic use of existing assets and partnerships, and report back with recommendations as amended.

Resolution Number 26-147 (b)

Moved by Councillor Mathew Gardiner
Seconded by Councillor Garry Thibert

BE IT RESOLVED THAT the Committee of the Whole recommend that Council direct staff to develop a Strategy for the Town of Mattawa, including opportunities to strengthen coordination between library, museum, tourism, recreation, community support, and municipal services through the strategic use of existing assets and partnerships, and report back with recommendations.

CARRIED – Recorded vote and the vote was as follows:

For: Councillors Gardiner, Mick, Ross, Thibert, Bigelow

Against: Mayor Bélanger, Councillor Levesque

8. **In Camera (Closed) Session**
9. **Return to Regular Session**
10. **Motions Resulting from Closed Session**
11. **Adjournment**
- 11.1 Adjournment of the meeting

Resolution Number 26-148

Moved by Councillor Mathew Gardiner
Seconded by Councillor Loren Mick

BE IT RESOLVED THAT this meeting adjourn at 7:22 p.m.

CARRIED – unanimous

Mayor

Clerk

THE CORPORATION OF THE TOWN OF MATTAWA

The minutes of the Regular Meeting held Monday June 22, 2026 at 6:00 p.m. in the Dr. S.F. Monestime Council Chambers.

Council Present: Mayor Raymond A. Bélanger
 Councillor Mathew Gardiner
 Councillor Fern Levesque
 Councillor Loren Mick (Virtual)
 Councillor Laura Ross
 Councillor Garry Thibert
 Councillor Spencer Bigelow (Virtual)

Staff Present: Amy Leclerc, Municipal Clerk
 Sabrina Poullas, Deputy Clerk
 Paul Laperriere, CAO/Treasurer
 Dexture Sarrazin, Director of Community Services

*When a recorded vote is requested and the minutes indicate the recorded vote was "Unanimous" it means all Councillors present and noted above voted in favour unless otherwise indicated.

1. Meeting Called to Order

2. Announce Electronic Participants

3. Adoption of Agenda

3.1 To Adopt the agenda as presented or amended

Resolution Number 26-149

Moved by Councillor Fern Levesque

Seconded by Councillor Mathew Gardiner

BE IT RESOLVED THAT this meeting agenda dated Monday June 22, 2026 be adopted.

CARRIED – unanimous

4. Disclosures of a Conflict of Interest

- Councillor Mathew Gardiner on item # 8.1

5. Presentations and Delegations

6. Adoption of Minutes

6.1 Regular Meeting of June 8, 2026

6.2 To adopt the minutes as presented or amended

Resolution Number 26-150

Moved by Councillor Laura Ross

Seconded by Councillor Garry Thibert

BE IT RESOLVED THAT Council adopt the minutes of the regular meeting of June 8, 2026 as circulated.

CARRIED – unanimous

7. Notice of Motions

8. Correspondence

Councillor Gardiner declared a conflict on item # 8.1 and removed himself from Council Chambers.

8.1 Mattawa Rockets – Request for Arena Fees Waived

Resolution Number 26-151

Moved by Councillor Fern Levesque

Seconded by Councillor Spencer Bigelow

BE IT RESOLVED THAT Council waive the hall rental fees at the Mike Rodden Arena for the Mattawa Rockets RV Trailer camping being held July 24 to 26, 2026 and the Mattawa Minor Hockey Ball Tournament being held July 31 to August 3, 2026.

CARRIED – Recorded vote and the vote was as follows:

For: Mayor Bélanger, Councillors Levesque, Mick, Ross, Bigelow

Against: Councillor Thibert

Councillor Gardiner returned to Council Chambers.

8.2 Royal Canadian Legion Branch 254 – Request for Arena Fees Waived

Resolution Number 26-152

Moved by Councillor Fern Levesque

Seconded by Councillor Laura Ross

BE IT RESOLVED THAT Council waive the hall rental fees at the Mike Rodden Arena for the Royal Canadian Legion Branch 254 for the Monster Bingo taken place on Sunday July 26, 2026.

CARRIED – Recorded vote and the vote was as follows:

For: Mayor Bélanger, Councillors Gardiner, Levesque, Mick, Ross, Bigelow

Against: Councillor Thibert

8.3 Luce Zeus – Letter to Mayor and Council

8.4 Corporation of the Municipality of South Huron – Heritage Helping Housing Building Grant

8.5 Patrick Cookney – Wave to noise by-law

Resolution Number 26-153

Moved by Councillor Fern Levesque

Seconded by Councillor Laura Ross

BE IT RESOLVED that the Council of the Town of Mattawa approves a temporary waiver of Noise By-law #93-39, section 3 table 3.1 item #4 and #11 for the property located at 562 Ottawa Street on Saturday, August 22, 2026, from 4:00 PM to 1:00 AM the following morning, subject to any conditions deemed necessary by By-law Enforcement.

CARRIED – Recorded vote and the vote was as follows:

For: Mayor Bélanger, Councillors Gardiner, Levesque, Ross, Bigelow

Against: Councillor Mick

- 8.6 Richmond Hill – Integrated Living and Participation Model for Adults with Development Disabilities
- 8.7 Prince Edward County Ontario – Freedom of Information and Protection of Privacy Act
- 8.8 City of Greater Sudbury – Special Economic Zone
- 8.9 Ontario Provincial Conservation Agency – Appoint two members Transition Committees
- 8.10 Village of Merrickville Wolford – OPP Detachment Board Traffic Calming and Speeding Mitigation Techniques
- 8.11 Corporation of the Municipality of Calvin – Employment Insurance Program.
- 8.12 Cassellholme – Regular Board Meeting Minutes
- 8.13 Township of Brudenell, Lyndoch and Raglan – Opposition to ALTO High-Speed Rail Project
- 8.14 The Corporation of The Municipality of St-Charles – Northeastern Manitoulin & The Islands chip and tar surface treatment
- 8.15 Corporation of the Municipality of Calvin – Northern Ontario Policing Grant
- 8.16 Northeastern Manitoulin & The Islands – Provincial Health Care Spending
- 8.17 Corporation of the Municipality of Calvin – CVA-Based Apportionment for Shared Municipal and Provincial Mandates Services

9. Information Reports – Motions

- 9.1 Physician Recruitment Committee Report – Report # 26-28R
Report from Mayor Raymond A. Bélanger

Resolution Number 26-154

Moved by Councillor Fern Levesque
Seconded by Councillor Garry Thibert

BE IT RESOLVED THAT Council of the Town of Mattawa receives report # 26-28R titled Physician Recruitment Committee Report.

CARRIED – unanimous

- 9.2 Town Hall Information Report – Report # 26-29R
Report from Paul Laperriere CAO/Treasurer

Resolution Number 26-155

Moved by Councillor Garry Thibert
Seconded by Councillor Mathew Gardiner

BE IT RESOLVED THAT Council of the Town of Mattawa receives report # 26-29R titled Town Hall Information Report.

CARRIED – unanimous

Councillor Ross Left Council Chambers at 7:23 p.m. and returned at 7:25 p.m.

10. By-Laws

- 10.1 By-Law 26-15 – Borrowing By-law

BEING a by-law to enter into an agreement with Caisse Alliance for borrowing of funds if required.

Resolution Number 26-156

Moved by Councillor Fern Levesque

Seconded by Councillor Laura Ross

BE IT RESOLVED THAT Council of the Corporation of the Town of Mattawa adopt By-Law 26-15 being a by-law to enter into an agreement with Caisse Alliance for borrowing of funds if required.

CARRIED – Recorded vote and the vote was unanimous

11. Old Business

11.1 Library Proposal

12. New Business

13. Questions from Public Pertaining to Agenda

14. In Camera (Closed) Session

14.1 Adoption of Previous Closed Meeting Minutes

14.2 Personnel Matters

In accordance with the Municipal Act, 2001 Section 239 (2)(b)

b) personal matters about an identifiable individual, including municipal or local board employees

Resolution Number 26-157

Moved by Councillor Laura Ross

Seconded by Councillor Fern Levesque

BE IT RESOLVED THAT Council proceed In Camera (Closed) session pursuant to section 239(2) of the Municipal Act, 2001, as amended at 7:40 p.m. in order to address the following:

- Item #14.2 Personnel Matters under personal matters about an identifiable individual, including municipal or local board employees;

CARRIED – unanimous

15. Return to Regular Session

15.1 That the Council Return to Regular Session

Resolution Number 26-158

Moved by Councillor Fern Levesque

Seconded by Councillor Laura Ross

BE IT RESOLVED THAT the regular meeting reconvene at 8:17 p.m.

CARRIED – unanimous

16. Motions Resulting from Closed Session

17. Adjournment

17.1 Adjournment of the meeting

Resolution Number 26-159

Moved by Councillor Mathew Gardiner
Seconded by Councillor Garry Thibert

BE IT RESOLVED THAT this regular meeting adjourn at 8:18 p.m.

CARRIED – unanimous

Mayor

Clerk

DATE: MONDAY JULY 13, 2026

6.3

THE CORPORATION TOWN OF MATTAWA

MOVED BY COUNCILLOR _____

SECONDED BY COUNCILLOR _____

BE IT RESOLVED THAT Council adopt the minutes of the committee of the whole meeting of June 15, 2026 and the regular meeting of June 22, 2026 as circulated.

DATE: MONDAY JULY 13, 2026

7.1

THE CORPORATION TOWN OF MATTAWA

MOVED BY COUNCILLOR _____

SECONDED BY COUNCILLOR _____

WHEREAS individuals with autism and other developmental disabilities often experience a significant reduction in structured supports and programming upon reaching adulthood, particularly after the age of 21;

AND WHEREAS many of these individuals remain reliant on aging parents or caregivers, creating growing concern among families regarding long-term housing, care and quality of life;

AND WHEREAS the Province of Ontario has, over time, transitioned away from large institutional models of care toward more community-based and inclusive approaches for individuals with developmental disabilities;

AND WHEREAS while these changes have improved opportunities for inclusion and independence, the current system of supports is often delivered across multiple programs and providers and may not fully address the long-term need for integrated living environments that combine housing, supports and meaningful daily participation;

AND WHEREAS there is an increasing need for innovative, sustainable, and inclusive models of care that support independence, dignity and community integration for adults with developmental disabilities;

AND WHEREAS opportunities may exist to explore models that provide safe and supportive living environments for adults with developmental disabilities while also offering structured, voluntary and supported participation in day-to-day activities that foster a sense of purpose, skilled development and social connection;

AND WHEREAS such models, if thoughtfully designed, could complement existing care environments and contribute positively to the overall well-being of both participants and residents.

THEREFORE BE IT RESOLVED THAT the Council of the Town of Mattawa request that the Province of Ontario consider exploring innovative models of housing and support for adults with developmental disabilities, including the potential for an “Integrated Living and Participation Model”.

AND FURTHER THAT such consideration includes opportunities for co-location or partnership with existing services, including long-term care and community housing, where appropriate.

AND FURTHER THAT a copy of this resolution be forwarded to the Premier of Ontario; Minister of Long-Term Care; Pauline Rochefort, MP of Nipissing-Timiskaming, Vic Fedeli, MPP of Nipissing; Association of Municipalities of Ontario; FONOM; and all Ontario Municipalities.

DATE: MONDAY JULY 13, 2026

7.2

THE CORPORATION TOWN OF MATTAWA

MOVED BY COUNCILLOR _____

SECONDED BY COUNCILLOR _____

BE IT RESOLVED THAT the Council of the Town of Mattawa supports Prince Edward County's resolution regarding reinstating the requirements for compliance with the Freedom of Information and Protection of Privacy Act.

AND FURTHER THAT the Government of Ontario implement recommendations of the Information and Privacy Commissioner of Ontario to increase and ensure proper security, record keeping and democratic accountability.

AND FURTHER THAT a copy of this resolution by forwarded to the Premier of Ontario; Minister of Finance; Minister of Municipal Affairs and Housing; Pauline Rochefort, MP of Nipissing-Timiskaming, Vic Fedeli, MPP of Nipissing; Association of Municipalities of Ontario; FONOM; and all Ontario Municipalities.

May 18, 2026

Please be advised that during the regular Council meeting of May 12, 2026 the following resolution regarding reinstating the requirements for compliance with the Freedom of Information and Protection of Privacy Act was carried.

RESOLUTION NO. 2026-208

DATE: May 12, 2026

MOVED BY: Councillor MacNaughton

SECONDED BY: Councillor Branderhorst

WHEREAS all residents of Ontario have the right to fair, open and democratic government; and,

WHEREAS all elected representatives, municipal and provincial alike, in Ontario have a duty to faithfully execute the powers and trust placed in them and willingly swear an oath to this effect and are subject to fair public scrutiny; and,

WHEREAS the Freedom of Information and Protection of Privacy Act (FIPPA) and the Municipal Freedom of Information and Protection of Privacy Act (MFIPPA) are essential tools to protect Ontarians against privacy breaches, and abuses of power; and,

WHEREAS the Province of Ontario enacted Bill 97, the Plan to Protect Ontario Act (Budget Measures), 2026, which received Royal Assent on April 24, 2026, and introduced significant amendments to both FIPPA and MFIPPA to alter statutory timelines and privacy governance frameworks;

WHEREAS the amendments introduced via Bill 97 have created a jurisdictional imbalance by excluding records held by provincial Ministers, their offices, and staff from the application of FIPPA, while maintaining the statutory responsibilities and administrative burdens for municipal elected officials and staff under MFIPPA, thereby establishing higher standards for transparency and personal record accountability for municipal governments;

WHEREAS excluding members of the highest offices and their staff from reasonable public access requests and records retention creates security concerns, reinforces the appearance of self-dealing and is contrary to the public interest,

THEREFORE BE IT RESOLVED THAT Prince Edward County Council call on the Province to reinstate requirements for compliance with FIPPA to ensure that the Premier, Ministers, and their staff are subject to proper and fair public scrutiny like all other elected representatives in Ontario; and

THAT the Government of Ontario implement recommendations of the Information and Privacy Commissioner of Ontario to increase and ensure proper security, record keeping and democratic accountability; and

THAT this resolution be circulated to Premier Doug Ford, Minister of Finance Bethlenfalvy, Bay of Quinte MPP Tyler Allsopp, the Association of Municipalities of Ontario (AMO), the Federation of Canadian Municipalities (FCM) and the 444 municipalities of Ontario.

CARRIED

Yours truly,



Catalina Blumenberg, **CLERK**

cc: Mayor Steve Ferguson, Councillor MacNaughton, Councillor Branderhorst



**Ministry of
Municipal Affairs
and Housing**

Office of the Minister

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

**Ministère des
Affaires municipales
et du Logement**

Bureau du ministre

777, rue Bay, 17^e étage
Toronto ON M7A 2J3
Tél. 416 585-7000



234-2025-1873

June 23, 2026

Dear Head of Council:

I am writing to inform you of recent changes to the strong mayor framework, which apply to your municipality.

These changes were made through regulatory amendments to O. Reg. 530/22, under the *Municipal Act, 2001*, and are intended to strengthen accountability for decision-making during a municipal election year by ensuring that certain rules which currently apply in non-strong mayor municipalities similarly apply to strong mayor municipalities.

Specifically, heads of council in strong mayor municipalities are subject to the following rules which came into force on June 22, 2026:

- **Election year budget rules:** Outgoing heads of council are limited from proposing the municipal budget for the year immediately following a regular municipal election, aligning strong mayor municipalities with existing municipal budget rules.
- **Restricted acts rules:** Heads of council are restricted from appointing or removing the chief administrative officer and other municipal division heads, changing the organizational structure of the municipality, or, if not already authorized in the municipality's budget, exercising their by-law power to dispose of property valued over \$50,000 or authorize expenditures or liabilities over \$50,000. These restrictions would apply if it can be determined that either three-quarters of the outgoing members of council will not be members of the new council, or the outgoing head of council will not be the new head of council.

As head of council, you may wish to ensure that any relevant delegations you wish to establish are in place in advance of nomination day on August 21, 2026. The regulation provides that delegable strong mayor powers that may later become restricted can continue to be exercised where they were delegated to the CAO and or council prior to nomination day.

For more information on strong mayor powers and duties please see:

- Regulations made under the Municipal Act, 2001 that relate to strong mayor powers and duties: [O. Reg. 530/22](#); [O. Reg 580/22](#)
- Part VI.1 of the Municipal Act, 2001 – [Special Powers and Duties of the Head of Council](#)
- The Strong Mayor chapter of the [Ontario Municipal Councillor's Guide](#)

If you have any questions about the strong mayor framework, your staff may wish to contact your local [Municipal Services Office](#) within the Ministry of Municipal Affairs and Housing.

Please accept my best wishes.

Sincerely,

A handwritten signature in blue ink that reads "Robert J. Flack". The signature is written in a cursive style with a long horizontal stroke at the end.

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

- c. Robert Dodd, Chief of Staff
- Martha Greenberg, Deputy Minister
- Laurie Miller, Assistant Deputy Minister, Local Government Division
- Sean Fraser, Assistant Deputy Minister, Municipal and Housing Operations Division
- Municipal Clerk and Chief Administrative Officer

June 15, 2026

Hon. Robert J. Flack
Minister of Municipal Affairs and Housing
777 Bay Street, 17th Floor
Toronto, ON M7A 2J3

Dear Minister Flack,

Re: Canada-Ontario Development Charge Reduction Program (DCRP)

On behalf of Council for the Town of Plympton-Wyoming, I am writing to acknowledge the Province of Ontario's Canada-Ontario Development Charge Reduction Program (DCRP) and its intent to support housing development and critical infrastructure investment across municipalities.

Council appreciates the Province's efforts to address housing supply challenges by incentivizing development and providing access to infrastructure funding. The objectives of increasing housing availability and supporting growth-related infrastructure are important priorities that align with the Town's long-term planning goals.

However, Council wishes to express concern that the current structure of the DCRP presents significant challenges for small, rural, and northern municipalities such as the Town of Plympton-Wyoming. Municipalities are required to commit to substantial development charge reductions while also preparing competitive applications for large, shovel-ready projects within a limited timeframe.

The program's compressed application intake period provides limited opportunity for municipalities with constrained staffing and financial capacity to properly evaluate participation, identify eligible projects, and assemble a competitive submission.

Additionally, the requirement to prioritize large-scale infrastructure projects that clearly enable housing development, coupled with the expectation of upfront municipal financial contributions, places smaller municipalities at a disadvantage. Many rural communities do not have the same breadth of shovel-ready growth-enabling projects readily available, nor the internal resources required to mobilize applications within such tight timelines.

Council is concerned that, without adjustments, the current program design may limit participation from smaller municipalities and result in an inequitable distribution of funding, favouring larger urban centres with greater administrative capacity and project readiness.



In light of these concerns, Council respectfully requests that the Province of Ontario consider establishing a dedicated program stream for small, rural, and northern municipalities. Such a stream should include:

- More flexible and extended application timelines;
- Scaled project requirements that reflect community size and capacity; and
- Adjusted eligibility criteria that recognize the unique infrastructure funding models and operational realities of rural municipalities.

These modifications would help ensure that all municipalities, regardless of size, have a fair opportunity to participate in the program and contribute to the Province's shared objective of increasing housing supply.

The Town of Plympton-Wyoming remains committed to working collaboratively with the Province to support sustainable growth and infrastructure investment in our community.

A copy of this correspondence has been shared with our local Members of Provincial Parliament and Federal Parliament, as well as neighbouring municipalities, to encourage broader support for these requested program enhancements.

Thank you for your consideration.

Yours sincerely,

Adam Sobanski
Chief Administrative Officer
Town of Plympton-Wyoming



Annette Groves
Mayor

July 2, 2026

Sent via E-Mail: sylvia.jones@pc.ola.org

Honourable Sylvia Jones, Deputy Premier
Constituency Office
Suite A, 3rd Floor
180 Broadway Ave.
Orangeville, ON L9W 1K3

Dear Deputy Premier Jones,

RE: Motion for Provincial Support, Funding and Coordinated Plans to Combat Tick Borne Diseases

I am writing to advise that at the Town Council meeting held on June 23, 2026, Council adopted a motion regarding requesting support to combat tick borne diseases.

The resolution reads as follows:

Whereas the prevalence of ticks, including those known to carry Lyme disease, and other Vector borne diseases have increased across Ontario;

Whereas Lyme disease diagnoses have increased by 27% in 2024 to 2369 (Public Health Agency of Canada, PHAC);

Whereas residents across Caledon have registered growing concerns about public health risks associated with tick exposure in parks, trails and residential areas;

Whereas municipalities have limited jurisdiction and resources to effectively manage tick populations on a broad ecological scale;

Whereas the Government of Ontario is responsible for public health policy, environmental management and vector-borne disease prevention and detection;

Therefore, be it resolved that:

Caledon Town Council formally requests that the Government of Ontario investigate and implement measures to reduce burgeoning tick populations and to mitigate their associated public health risks; and

THE CORPORATION OF THE TOWN OF CALEDON

6311 Old Church Road, Caledon East, Caledon, ON, Canada L7C 1J6
T. 905.584.2272 | 1.888.225.3366 | F. 905.584.1444 | www.caledon.ca | annette.groves@caledon.ca

That such measures may include safe and effective tick control methods, public education campaigns and coordinated regional strategies; and

That the Province consider increased funding and support for local public health units to address tick-borne disease prevention; and

That a copy of this motion be sent to Minister of Health, Sylvia Jones, Chief Medical Officer of Health, Kiernan Moore, Minister of the Environment, Conservation and Parks, Todd McCarthy, Peel Public Health, the Toronto and Region Conservation Authority (TRCA), the Credit Valley Conservation (CVC), the Association of Municipalities of Ontario (AMO) and all 444 municipalities across Ontario.

For more information regarding this request, please contact the undersigned by email to mayor@caledon.ca or by phone at 905.584.2272 ext. 4155.

Thank you for your attention to this matter.

Sincerely,



Mayor Annette Groves

CC:

Chief Medical Officer of Health Kieran.Moore@ontario.ca

Minister of the Environment, Conservation and Parks minister.mecp@ontario.ca

Peel Public Health info@peelregion.ca

Toronto and Region Conservation Authority (TRCA) info@trca.ca

Credit Valley Conservation (CVC) foundation@cvc.ca

Association of Municipalities of Ontario (AMO) resolutions@amo.on.ca

444 municipalities across Ontario

THE CORPORATION OF THE TOWN OF CALEDON

6311 Old Church Road, Caledon East, Caledon, ON, Canada L7C 1J6
T. 905.584.2272 | 1.888.225.3366 | F. 905.584.1444 | www.caledon.ca | annette.groves@caledon.ca



8.4

Mattawa Child Care Centre

800 John St
P.O. Box 130
Mattawa, ON P0H 1V0
705-744-0957 / 705-744-5366
info@mattawachildcare.ca

Mayor and Council
Town of Mattawa
160 Water St, P.O Box 390
Mattawa, ON
P0H 1V0

Dear Mayor Belanger and Council

I hope you are all well.

I am writing to you in my capacity as the Executive Director of the Mattawa Child Care Centre. We are a charitable, not-for-profit organization that has proudly served families in the Mattawa area for the past 40 years.

On August 1st and 2nd, 2026, we have planned and booked the top level of the Mike Rodden Arena to host a Pancake Breakfast Fundraiser. We have already made arrangements with Sheri Wabie, with whom we have collaborated successfully in the past.

We are kindly requesting that the Town consider waiving the rental fees for this event. As a charitable organization, fundraising plays a vital role in supporting our programs and enhancing the services we provide to children and families in our community. Your support in waiving these fees would make a meaningful difference in the success of this initiative.

Thank you very much for your consideration. Please let me know if you require any additional information.

Warm regards,

Gayle Widdop

Gayle Widdop Executive Director Mattawa Child Care Centre



Agendas - Board of Health, June 24, 2026

1 message

Ashley Lecappelain <ashley.lecappelain@healthunit.ca>

Wed, Jun 17, 2026 at 1:30 PM

To: Armour <clerk@armourtownship.ca>, Bonfield <cao.clerk@bonfieldtownship.com>, Burk's Falls <clerk@burksfalls.ca>, Callander <cpigeau@callander.ca>, Calvin <cao@calvintownship.ca>, Carling <clerksoffice@carling.ca>, Chisholm <l.marshall@chisholm.ca>, East Ferris <kari.hanselman@eastferris.ca>, Joly <office@townshipofjoly.com>, Kearney <nicole.gourlay@townofkearney.ca>, Machar <aloneymachar@vianet.ca>, Magnetawan <clerk@magnetawan.com>, Mattawa <clerk@mattawa.ca>, Mattawan <admin@mattawan.ca>, McDougall <lwest@mcdougall.ca>, McKellar <clerk@mckellar.ca>, McMurrich-Monteith <clerk@mcmurrichmonteith.com>, Nipissing <admin@nipissingtownship.com>, North Bay <Karen.McIsaac@cityofnorthbay.ca>, Papineau Cameron <clerk@papineaucameron.ca>, Parry Sound <rjohnson@parrysound.ca>, Perry <beth.morton@townshipofperry.ca>, Powassan <brobinson@powassan.net>, Ryerson <clerk@ryersontownship.ca>, Seguin <cjeffery@seguin.ca>, South River <clerk@southriver.ca>, Strong <clerk@strongtownship.com>, Sundridge <naustin@sundridge.ca>, The Archipelago <mmartin@thearchipelago.ca>, West Nipissing <mducharme@westnipissing.ca>, Whitestone <nigel.black@whitestone.ca>

Hello,

I wanted to share that the North Bay Parry Sound District Health Unit's upcoming Personnel Policy, Employee/Labour Relations Committee, Finance and Property Committee, and Board of Health meeting will take place on Wednesday, June 24, 2026.

Please find the meeting agendas attached for your reference.

As a reminder, all meetings are live streamed on the [North Bay Parry Sound District Health Unit's YouTube channel](#). You are welcome to subscribe to receive notifications of future live streams and posted content.

Thank you, and please don't hesitate to reach out if you have any questions.

Warmly,

Ashley Lecappelain | Executive Assistant | Office of the Medical Officer of Health/Executive Officer |
Pronouns: She/Her

North Bay Parry Sound District Health Unit | 345 [Oak Street West](#) | [North Bay, Ontario P1B 2T2](#) |
[Canada](#)

705-474-1400 ext. 5272 | 1-800-563-2808


ashley.lecappelain@healthunit.ca | myhealthunit.ca

[Facebook](#) | [Instagram](#) | [LinkedIn](#) | [YouTube](#)


My place of work is on the lands of the Anishinaabe people; the traditional territory of Nipissing First Nation; and land that is covered by the Robinson Huron Treaty of 1850.

This message, including any attachments, is privileged and intended only for the person(s) named above. This material may contain confidential or personal information subject to the provisions of the Municipal Freedom of Information & Protection of Privacy Act. Any other distribution, copying or disclosure is strictly prohibited. If you are not the intended recipient or have received this message in error, please notify me immediately by telephone, fax or e-mail and permanently delete the original transmission, including any attachments, without making a copy. Thank you (v2)

3 attachments

 **BOH 2026 06 24 Agenda.pdf**
525K

 **FP 2026 06 24 Agenda.pdf**
608K

 **PPLER 2026 06 24 Agenda.pdf**
611K

**BOARD OF HEALTH
NORTH BAY PARRY SOUND DISTRICT HEALTH UNIT**

Nipissing District:

Central Appointees

Karen Cook
Sara Inch (Vice-Chairperson)
Jamie Lowery
Alex Scott
Dave Wolfe
Rick Champagne (Chairperson)
Jamie Restoule

Eastern Appointee

Western Appointee

Parry Sound District:

Northeastern Appointee

Southeastern Appointee

Western Appointee

Blair Flowers
Marianne Stickland
Jamie McGarvey

Public Appointees:

Tim Sheppard

Medical Officer of Health/Executive Officer

Dr. Carol Zimbalatti

Also Attending by Invitation

Executive Director, Organizational Effectiveness
Executive Director, Clinical Services/Chief Nursing Officer
Executive Director, Corporate Services/Privacy Officer
Executive Assistant, Director's Office

Chris Bowes
Shannon Mantha
Paul Massicotte
Christine Neily

Recorder

Executive Assistant, Office of the Medical Officer of Health

Ashley Lecappelain

A regular meeting of the **Board of Health** for the **North Bay Parry Sound District Health Unit** will be held both in person and virtually for Board of Health members, and will be live streamed for the public from the Georgian Room at 90 Bowes St., Parry Sound, Ontario on:

Date: Wednesday, June 24, 2026

Time: 5:40 p.m. to 7:00 p.m.

A G E N D A

1.0 CALL TO ORDER

2.0 APPROVAL OF THE AGENDA

➤ *Notice of Motion*

3.0 CONFLICT OF INTEREST DECLARATION

4.0 APPROVAL OF THE PREVIOUS MINUTES

4.1 Board of Health Minutes – April 22, 2026

➤ *Notice of Motion*

5.0 DATE OF NEXT MEETING

Date: Sept 23, 2026

Time: to be determined

Place: Nipissing Room, North Bay Office

6.0 BUSINESS ARISING

7.0 REPORT OF MEDICAL OFFICER OF HEALTH

8.0 BOARD COMMITTEE REPORTS

9.0 CORRESPONDENCE

10.0 NEW BUSINESS

10.1 Whistleblower Directive

10.2 Formal Complaints Process – Presentation

➤ *Terry Smith, Manager, Quality, Practice, and Relations*

10.3 Board of Health Bylaws – Revisions

➤ *Notice of Motion*

10.4 Board of Health Self-Evaluation – Report

10.5 Association of Local Health Agencies (alPHA) 2026 Annual General Meeting and Conference – Report from Attendees

10.6 Healthy Smiles Ontario Fee Schedule and Access to Dental Care for Children and Youth

➤ *Notice of Motion*

10.7 Health Impacts of “Bring your own” alcohol at Outdoor Public Events

➤ *Notice of Motion*

10.8 Responses to the Blastomycosis Inquest Jury Recommendations

➤ *Notice of Motion*

11.0 IN CAMERA

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📍 345 Oak Street West,
North Bay, ON P1B 2T2

☎ 1-800-563-2808
705-474-1400

📠 705-474-8252

📍 90 Bowes Street, Suite 201,
Parry Sound, ON P2A 2L7

☎ 1-800-563-2808
705-746-5801

📠 705-746-2711

12.0 ADJOURNMENT

If you are not able to attend the meeting, please notify Ashley Lecappelain at 705-474-1400, extension 5272.

Thank you.

Approved by,

Carol Zimbalatti, M.D., CCFP, MPH
Medical Officer of Health/Executive Officer

**BOARD OF HEALTH
FINANCE AND PROPERTY COMMITTEE
NORTH BAY PARRY SOUND DISTRICT HEALTH UNIT**

Nipissing District:

Central Appointees

Karen Cook (Vice-Chairperson)

Sara Inch (Chairperson)

Jamie Lowery

Alex Scott

Dave Wolfe

Eastern Appointee

Rick Champagne

Western Appointee

Jamie Restoule

Parry Sound District:

Northeastern Appointee

Blair Flowers

Southeastern Appointee

Marianne Stickland

Western Appointee

Jamie McGarvey

Public Appointees:

Tim Sheppard

Medical Officer of Health/Executive Officer

Dr. Carol Zimbalatti

Also Attending by Invitation

Executive Director, Corporate Services/Privacy Officer

Paul Massicotte

Executive Assistant, Director's Office

Christine Neily

Recorder

Executive Assistant, Office of the Medical Officer of Health

Ashley Lecappelain

A meeting of the **Finance and Property Committee** of the **Board of Health** for the **North Bay Parry Sound District Health Unit** will be held both in person and virtually, and will be live streamed for the public, from the Georgian Room at 80 Bowes St., Parry Sound, Ontario on:

Date: Wednesday, June 24, 2026

Time: 5:20 p.m. to 5:40 p.m.

AGENDA

1.0 CALL TO ORDER

2.0 LAND ACKNOWLEDGEMENT

- Tim Sheppard, Board of Health Member

3.0 APPROVAL OF THE AGENDA

- *Notice of Motion*

4.0 CONFLICT OF INTEREST DECLARATION

5.0 APPROVAL OF PREVIOUS MINUTES

- 5.1 Finance and Property Committee Minutes – April 22, 2026
➤ *Notice of Motion*

6.0 DATE OF NEXT MEETING

Date: September 23, 2026

Time: To be Determined

Location: Nipissing Room, North Bay Office

7.0 BUSINESS ARISING

8.0 NEW BUSINESS

- 8.1 First Quarter Financial Statements
- 8.2 First Quarter Medical Officer of Health Expenses
- 8.3 First Quarter Board of Health Expenses
- 8.4 Insurance Program Annual Report
- 8.5 Risk Management Assessment Report

9.0 IN CAMERA

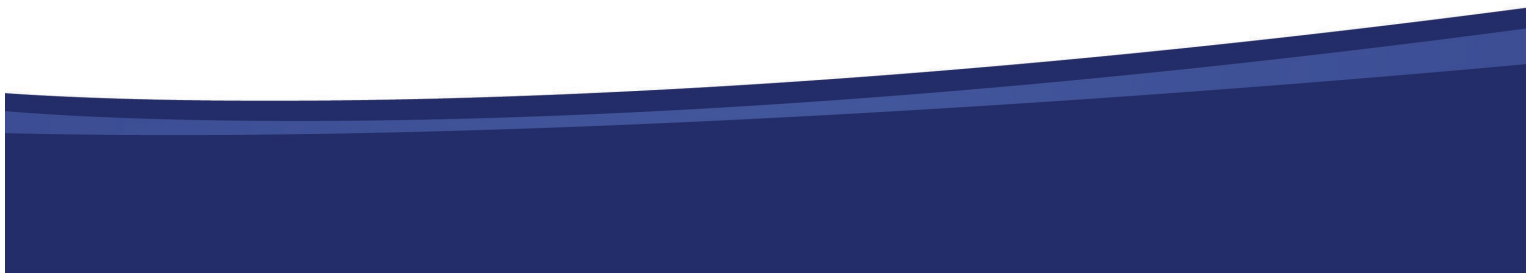
10.0 ADJOURNMENT

If you are not able to attend the meeting, please notify Ashley Lecappelain at 705-474-1400, extension 5272.

Thank you.

Approved by,

Carol Zimbalatti, M.D., CCFP, MPH
Medical Officer of Health/Executive Officer



**BOARD OF HEALTH
PERSONNEL POLICY, LABOUR/EMPLOYEE RELATIONS COMMITTEE
NORTH BAY PARRY SOUND DISTRICT HEALTH UNIT**

Nipissing District:

Central Appointees

Karen Cook
Sara Inch
Jamie Lowery
Alex Scott
Dave Wolfe

Eastern Appointee
Western Appointee

Rick Champagne
Jamie Restoule

Parry Sound District:

Northeastern Appointee
Southeastern Appointee
Western Appointee

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Marianne Stickland
Jamie McGarvey

Public Appointees:

Tim Sheppard

Medical Officer of Health/Executive Officer

Dr. Carol Zimbalatti

Also Attending by Invitation

Executive Director, Corporate Services/Privacy Officer
Executive Assistant, Director's Office

Paul Massicotte
Christine Neily

Recorder

Executive Assistant, Office of the Medical Officer of Health

Ashley Lecappelain

A meeting of the **Personnel Policy, Labour/Employee Relations Committee** of the **Board of Health** for the **North Bay Parry Sound District Health Unit** will be held both in person and virtually, and will be live streamed for the public, from the Georgian Room at 80 Bowes St., Parry Sound, Ontario on:

Date: Wednesday, June 24, 2026

Time: 5:00 p.m. to 5:20 p.m.

AGENDA

1.0 CALL TO ORDER

2.0 ELECTIONS

2.1 Election of Chairperson
➤ *Notice of Motion*

2.2 Election of Vice-Chairperson
➤ *Notice of Motion*

3.0 APPROVAL OF THE AGENDA

➤ *Notice of Motion*

4.0 CONFLICT OF INTEREST DECLARATION

5.0 APPROVAL OF PREVIOUS MINUTES

5.1 Personnel Policy, Labour/Employee Relations Committee Minutes – November 26, 2025

➤ *Notice of Motion*

5.2 Personnel Policy, Labour/Employee Relations Committee In-Camera Minutes – November 26, 2025

➤ *Notice of Motion*

6.0 DATE OF NEXT MEETING

Date: September 23, 2026

Time: To be Determined

Location: Nipissing Room, North Bay Office

7.0 BUSINESS ARISING

8.0 NEW BUSINESS

8.1 Equal Wage Employer – Report

9.0 IN CAMERA

9.1 Appoint Secretary Pro Tem

➤ *Notice of Motion – Appoint a Secretary Pro Tem*

9.2 Move in-Camera

➤ *Notice of Motion – Move In Camera*

9.3 Personal matters about an identifiable individual.

9.4 Re-Appoint Recording Secretary

➤ *Notice of Motion – Re-Appoint Recording Secretary*

9.5 Rise and Report

➤ *Notice of Motion – Rise and Report*

10.0 ADJOURNMENT

If you are not able to attend the meeting, please notify Ashley Lecappelain at 705-474-1400, extension 5272.

Thank you.

Approved by,

Carol Zimbalatti, M.D., CCFP, MPH
Medical Officer of Health/Executive Officer

June 25, 2026

Re: Request for Provincial Action on the Accuracy of Municipal Voters Lists

Please be advised that at its regular County Council meeting held Wednesday, June 24, 2026, the Council of the County of Peterborough passed the following Resolution:

Resolution No. 129-2026

Moved by Councillor Carolyn Amyotte

Seconded by Councillor Carol Armstrong

Whereas the Province of Ontario shifted responsibility of the municipal election voters list from MPAC to Elections Ontario by amending the Municipal Elections Act, 1996, through the Helping Tenants and Small Businesses Act, 2020, effective after the 2022 municipal election; and

Whereas many of the eight lower-tier Township elector lists presented by Elections Ontario have discrepancies in voter counts from the 2022 municipal election, specifically in the number of eligible non-resident property owners which are significantly lower than the 2022 numbers; and

Whereas Elections Ontario has acknowledged the discrepancies and is planning to address them;

Now therefore be it resolved that the Corporation of the County of Peterborough urges the Province of Ontario to immediately encourage prioritization of the review of data specifically related to non-resident property owners to ensure voter lists are as accurate as possible prior to August 14, 2026; and

That this resolution be forwarded to the Premier, the Minister of Municipal Affairs and Housing, the local MPPs, AMO, ROMA, AMCTO, EOWC, FOCA, all Ontario municipalities and the eight lower-tier Township Clerks for support.

Sincerely,



Kari Stevenson

Director of Legislative Services/Clerk

June 25, 2026

SENT ELECTRONICALLY

The Honourable Sylvia Jones
Minister of Health/Deputy Premier
777 Bay Street, College Park, 5th Floor
Toronto, ON M7A 2J3
sylvia.jones@ontario.ca

Dear Honourable Minister Jones,

Re: Endorsement of Public Health Sudbury & Districts Advocacy re: Healthy Smiles Ontario Fee Schedule and Access to Dental Care

The North Bay Parry Sound District Health Unit (Health Unit) is writing to share a motion passed by its Board of Health at its meeting on June 24, 2026, endorsing the resolution of Public Health Sudbury & Districts regarding the Healthy Smiles Ontario (HSO) Schedule of Dental Services and Fees.

The Board of Health continues to observe significant barriers to oral health care access for children and youth within the Nipissing and Parry Sound districts. Limited provider participation in the Healthy Smiles Ontario program remains a key challenge, impacting timely access to preventive and treatment services for eligible children and youth.

Access to timely dental care is essential to supporting healthy growth and development. Untreated dental disease in children can lead to pain, infection, difficulty eating and sleeping, and can contribute to avoidable emergency department visits and hospital-based dental surgery.

As outlined in the resolution from Public Health Sudbury & Districts, reimbursement rates under the current Healthy Smiles Ontario Schedule of Dental Services and Fees remain substantially below the Ontario Dental Association Suggested Fee Guide for General Practitioners. This discrepancy continues to contribute to reduced provider participation and inequitable access to care across Ontario.

At its meeting on June 24, 2026, the Board of Health for the North Bay Parry Sound District Health Unit carried the following resolution #BOH/06/04:

Whereas, Public Health Sudbury & Districts has passed a Board of Health resolution calling on the Ministry of Health to increase reimbursement rates under the Healthy Smiles Ontario program to improve provider participation and access to dental care for children and youth; and

Whereas, the North Bay Parry Sound District Health Unit continues to observe similar barriers in Nipissing and Parry Sound districts, including limited provider participation and resulting challenges in accessing timely dental care for eligible children; and

Whereas, untreated dental disease in children can have significant health and developmental impacts and may lead to avoidable use of hospital-based dental services;

To: Honourable Minister Jones

Page: 2/2

Date: June 25, 2026

Therefore Be It Resolved That, the Board of Health for the North Bay Parry Sound District Health Unit endorse the resolution of Public Health Sudbury & Districts calling on the Ministry of Health to increase reimbursement rates under the Healthy Smiles Ontario Schedule of Dental Services and Fees to align with the Ontario Dental Association Suggested Fee Guide for General Practitioners; and

Furthermore Be It Resolved That, this resolution be circulated to the Honourable Sylvia Jones, Minister of Health, the Chief Medical Officer of Health for Ontario, the Association of Local Public Health Agencies (ALPHA); the Ontario Dental Association; Health Unit Member Municipalities, and all Ontario Boards of Health.

The Board of Health for the North Bay Parry Sound District Health Unit respectfully urges the Ministry of Health to consider the actions outlined in the resolution in support of improving access to publicly funded oral health services for children and youth across Ontario.

Thank you for your continued leadership and commitment to improving oral health outcomes for Ontarians.

Sincerely,



[Rick Champagne \(Jun 25, 2026 14:31:59 EDT\)](#)

Rick Champagne
Chairperson, Board of Health



Dr. Carol Zimbalatti, CCFP, MPH
Medical Officer of Health/Executive Officer

/al

Copy to:

Dr. Kieran Moore, Chief Medical Officer of Health
Ontario Boards of Health
Association of Local Public Health Agencies (ALPHA)
Health Unit Member Municipalities



FONOM Submission – Public Consultation on the Future of Billy Bishop Toronto City Airport

1 message

FONOM Office/ Bureau de FONOM <fonom.info@gmail.com>
Bcc: clerk@mattawa.ca

Fri, Jun 26, 2026 at 10:44 AM

Dear FONOM Members,

I am pleased to share the attached submission from FONOM as part of the federal Public Consultation on the Future of Billy Bishop Toronto City Airport.

Billy Bishop Airport is an important transportation link for Northern Ontario, providing residents with convenient access to specialized health care, business opportunities, government services, education, and tourism in Toronto's downtown core.

In our submission, FONOM supports the responsible modernization of the airport while emphasizing the importance of maintaining strong connections between Northern Ontario and the Greater Toronto Area. We also requested confirmation that air ambulance services transporting patients from Northern Ontario will continue to retain uninterrupted landing privileges at Billy Bishop, recognizing the critical role these flights play in ensuring timely access to specialized medical care.

Advocating for reliable transportation infrastructure—whether by highway, rail, or air—remains one of FONOM's highest priorities. We will continue working with all levels of government to ensure Northern Ontario's interests are reflected in decisions that affect our communities.

Thank you for your continued support.

Sincerely, mac

Talk soon, Mac.

Mac Bain
Executive Director
The Federation of Northern Ontario Municipalities
[665 Oak Street East, Unit 306](#)
[North Bay, ON, P1B 9E5](#)
705-498-9510

June 26, 2026

Re: Public Consultation on the Future of Billy Bishop Toronto City Airport

To Whom It May Concern:

The Federation of Northern Ontario Municipalities (FONOM) is pleased to support the federal and provincial initiatives aimed at modernizing and strengthening the future of Billy Bishop Toronto City Airport.

FONOM represents more than 110 municipalities, covering nearly 65 percent of Ontario's landmass. Reliable transportation links are essential to the economic vitality, health care access, tourism growth, and business development of Northern Ontario communities. Billy Bishop Airport plays an important role in connecting Northern Ontario residents, businesses, and visitors to the Greater Toronto and Hamilton Area (GTHA) and beyond.

For many residents of Northern Ontario, Billy Bishop Airport provides efficient access to specialized health care services, government meetings, educational opportunities, and business activities located in Toronto's downtown core. The airport also serves as a valuable gateway for tourists and investors travelling to Northern Ontario, helping support local economies across the region.

FONOM has previously supported investments that enhanced the airport's capacity and long-term viability, including the runway extension. We continue to recognize the importance of maintaining and expanding transportation infrastructure that strengthens connections between Northern Ontario and the province's economic heart.

As governments consider the future of Billy Bishop Airport, FONOM supports initiatives that improve passenger choice, strengthen regional and national connectivity, modernize airport operations, and create opportunities for economic growth. Increased air service and improved accessibility will benefit not only Toronto and Southern Ontario but also communities across Northern Ontario that depend on efficient transportation links.

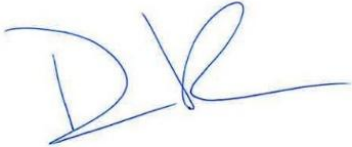
In addition, FONOM respectfully requests confirmation that air ambulance services transporting patients from Northern Ontario will continue to have uninterrupted landing privileges at Billy Bishop Toronto City Airport. For many patients requiring urgent access to specialized medical care in downtown Toronto, Billy Bishop provides the most direct and efficient point of arrival. Preserving this access is essential to ensuring timely medical treatment and maintaining equitable health care services for Northern Ontarians.

We believe Billy Bishop Airport will continue to serve as a strategic transportation asset that supports health care access, emergency medical transportation, business development, tourism, and economic growth throughout Ontario.

Thank you for the opportunity to provide input on this important initiative. We appreciate your

consideration of these comments and look forward to your confirmation regarding the continued access of Northern Ontario air ambulance services to Billy Bishop Airport.

Sincerely,

A handwritten signature in blue ink, appearing to read 'D. Plourde', with a long horizontal stroke extending to the right.

Dave Plourde
President
Federation of Northern Ontario Municipalities (FONOM)

June 25, 2026

SENT ELECTRONICALLY

Dear Member Municipalities,

Re: Health Impacts of “Bring-Your-Own” Alcohol at Outdoor Public Events in the Nipissing-Parry Sound Districts

On behalf of the Board of Health for the North Bay Parry Sound District Health Unit (NBPSDHU), we are writing to share a resolution #BOH/06/05, passed at its meeting on June 24, 2026, regarding the public health impacts of permitting “bring-your-own” (BYO) alcohol at outdoor public events.

The Board of Health calls upon municipalities within the Nipissing-Parry Sound Districts region to promote community safety and well-being by not permitting BYO alcohol permits. Municipalities are not required to designate any events as eligible for BYO alcohol under the provincial framework.

In March 2026, the [Government of Ontario](#) announced that municipalities may permit BYO alcoholic beverages at qualifying outdoor public events, subject to the passage of a municipal by-law and designation as a cultural or community event. In response, Board of Health is providing the attached **Appendix A**, which outlines key public health considerations related to health, equity, economics, community safety, and municipal liability, as well as evidence-based strategies to reduce alcohol-related harms.

At its meeting on June 24, 2026, the Board of Health for the North Bay Parry Sound District Health Unit passed resolution #BOH/06/05.

Whereas, the Ontario Public Health Standards require public health units to address substance use and prevent injury through evidence-based health promotion approaches; and

Whereas, alcohol is a leading risk factor for injury, chronic disease, disability, and premature death, and contributes to significant healthcare and societal costs; and

Whereas, increased availability and visibility of alcohol is associated with increased consumption, normalization of use, and higher rates of alcohol-related harm, particularly among youth and vulnerable populations; and

Whereas, alcohol-related harms in the Nipissing-Parry Sound Districts exceed provincial averages and place significant pressure on healthcare systems, emergency services, and municipal resources; and

Whereas, municipalities play a key role in shaping local alcohol environments through bylaws and policies and can implement evidence-informed strategies to reduce alcohol-related harms; and

Whereas, permitting BYO alcohol events may increase municipal liability, enforcement demands, and risks to community safety without strong controls and adequate capacity;

Therefore Be It Resolved That, the Board of Health for the North Bay Parry Sound District Health Unit recommend that municipalities within the district not permit Bring-Your-Own alcohol events as part of their municipal alcohol policies.

Be It Further Resolved That, the Board of Health for the North Bay Parry Sound District Health Unit encourage municipalities to adopt, strengthen, or maintain evidence-informed Municipal Alcohol Policies that limit alcohol availability and prioritize health, safety, and community well-being.

Be It Further Resolved That, the Board of Health for the North Bay Parry Sound District Health Unit support continued collaboration with municipal partners by providing public health expertise, local data, and guidance on alcohol-related harms and policy development.

Be It Further Resolved That, where a municipality elects to allow Bring-Your-Own alcohol event permits, the Board of Health for the North Bay Parry Sound District Health Unit asks that approvals be evaluated on a case-by-case basis, and consider the following safeguards:

- i. Exclude family-focused or youth-focused events where children and youth may be present;
- ii. Restrict locations primarily frequented by children and youth including playgrounds, sports fields, splash pads, skateboard and BMX parks, libraries, and schools, as well as locations that present inherent safety risks, including outdoor pools, natural or outdoor ice rinks, and other bodies of water.
- iii. Exclude events where alcohol use would reasonably increase nuisance, risk, or inequity.

Be It Further Resolved That, copies of this resolution be forwarded to Member Municipalities, Ontario Boards of Health, Victor Fedeli, MPP, Nipissing, Graydon Smith, MPP, Parry Sound-Muskoka, John Vanthof, MPP, Timiskaming-Cochrane, the Honourable Doug Ford, Premier of Ontario, North Bay Police Service, Ontario Provincial Police Detachments of North Bay, West Parry Sound, and Almaguin Highlands, Canadian Mental Health Association North Bay & Area, Canadian Mental Health Association Muskoka-Parry Sound, North Bay Regional Health Centre, West Nipissing General Hospital, Mattawa General Hospital, West Parry Sound Community Health Centre, Hands The Family Help Network, Children’s Aid Society Nipissing and Parry Sound.

Evidence-informed municipal alcohol policies are an effective and cost-efficient way to reduce alcohol-related harms. Municipalities play a critical role in shaping local alcohol environments and can support healthier communities through proactive, balanced approaches that consider health, safety, and economic factors.

NBPSDHU is committed to supporting municipal partners in this work. Staff are available to provide guidance, assist with the development or enhancement of Municipal Alcohol Policies and by-laws, and provide public health expertise related to alcohol-related harms and policy development.



We appreciate your ongoing commitment to community safety and well-being and look forward to continued collaboration.

For further information, please contact Louise Gagne, Executive Director, Community Services at louise.gagne@healthunit.ca or Sandee Guindon, Manager, Community Health at sandee.guindon@healthunit.ca.

Sincerely,



[Rick Champagne \(Jun 25, 2026 14:33:08 EDT\)](#)

Rick Champagne
Chairperson, Board of Health



Dr. Carol Zimbalatti, CCFP, MPH
Medical Officer of Health/Executive Officer

Encl. (1)

Copy to:

Ontario Boards of Health

Victor Fedeli, MPP, Nipissing

Graydon Smith, MPP, Parry Sound-Muskoka

John Vanthof, MPP, Timiskaming-Cochrane

Honourable Doug Ford, Premier of Ontario

North Bay Police Service

Ontario Provincial Police Detachments – North Bay, West Parry Sound, and Almaguin Highlands

Canadian Mental Health Association North Bay & Area

Canadian Mental Health Association Muskoka-Parry Sound

North Bay Regional Health Centre

West Nipissing General Hospital

Mattawa General Hospital

West Parry Sound Community Health Centre

Hands The Family Help Network

Children’s Aid Society Nipissing and Parry Sound

Appendix A.

Key Findings

- Alcohol use is responsible for approximately 806 emergency department visits and 360 hospitalizations annually in Nipissing-Parry Sound Districts. ^{26,27,28}
- Alcohol harms affect all neighbourhoods, but have a greater impact on people living in neighbourhoods with the greatest economic and social disadvantage. ²
- In 2025, Nipissing-Parry Sound Districts had 130 retail alcohol outlets. ^{3,25} This equals a density of 11.2 retailers for every 10,000 residents aged 15 years and older. ^{4,25} This is more than 4 times higher than the provincial off-premise alcohol retail outlet density of 2.5 for every 10,000 residents aged 15 years and older. ^{4,25}
- Reducing alcohol-related harms can also help alleviate pressures on municipal services, including policing, paramedic services, by-law enforcement, parks operations, and risk management. Although most alcohol-related revenue flows to the province, many of the resulting social and financial costs are borne at the local level. ^{6,8,9}

About This Work

This resource provides municipalities with current, locally relevant information on alcohol-related harms and alcohol availability within the Nipissing-Parry Sound Districts. Its purpose is to inform and support municipal decision-making regarding Ontario's permitting of "bring-your-own" (BYO) alcoholic beverages at outdoor public events.

The North Bay Parry Sound District Health Unit (NBPSDHU) has a long-standing partnership with local municipalities, offering health data and policy expertise to support the development, implementation, and evaluation of effective municipal alcohol policies.

Alcohol availability, consumption, and related harms have direct impacts on a range of municipal services, including policing, paramedic services, by-law enforcement, fire services, and parks and recreation.

Municipalities also bear significant financial and operational burdens associated with alcohol-related injuries, disturbances, and property damage. A clear understanding of the local alcohol environment enables municipalities to make informed decisions that protect public safety, promote community well-being, and manage municipal resources effectively.

Background

Alcohol is the most commonly used substance in Ontario and places a greater burden on the healthcare system and other social services than all other substances, including commercial tobacco and opioids. Alcohol-related harm represents a significant public health concern, as a substantial portion of the population consumes alcohol at levels that exceed low-risk guidelines, increasing the likelihood of chronic disease, injury, and premature death. These harms are not experienced equally; certain demographic and socioeconomic groups face disproportionately higher impacts.

In recent years, alcohol regulations in Ontario have been progressively relaxed. These changes have expanded retail access and permitted municipalities to allow personal alcohol consumption in public spaces, such as parks. As a result, the overall environment has become more conducive to alcohol use, increasing both demand and the potential for related harms.

Evidence consistently demonstrates that greater availability of alcohol leads to increased consumption and, in turn, higher rates of alcohol-related harm. Drinking in public spaces also contributes to the normalization of alcohol use. Increased visibility can influence social norms and raise the likelihood that children and youth will begin using alcohol. Alcohol use during adolescence can interfere with critical brain development, particularly in areas responsible for memory, decision-making, and impulse control. Delaying the initiation of alcohol use is one of the most effective ways to support healthy brain development, with the greatest risks observed among youth under the age of 15.

Alcohol use also has significant economic impacts at both the provincial and municipal levels. In Ontario, alcohol generated \$5.2 billion in net revenue in 2020; however, the total economic cost – including health care, lost productivity, criminal justice, and other direct expenses – reached \$7.1 billion, resulting in a net deficit of \$1.9 billion.

At the municipal level, alcohol use is associated with increased service demands, higher operational costs, and greater liability risks on municipal properties. It can also place added pressure on insurance coverage and premiums. These financial and operational impacts may increase further if municipal alcohol policies become less restrictive.

What We Know

People in Nipissing-Parry Sound Districts experience substantial harms related to alcohol use

- Each year in the Nipissing-Parry Sound Districts, alcohol use is responsible for approximately 806 emergency department visits, and 360 hospitalizations.^{26,27,28}
- Between 2021 and 2024, crude rates of alcohol-impaired driving charges among adults aged 18 and over were substantially higher in several local areas compared to Ontario



overall. Rates were approximately 2.6 times higher in Parry Sound, 6.2 times higher in rural North Bay, and 3.3 times higher in rural Parry Sound on average per 100,000 population.³¹

- Alcohol consumption causes approximately 4,330 deaths, 22,009 hospitalizations and 194,692 emergency department visits in Ontario.²⁹
- Rates of alcohol-related hospitalizations, and emergency department visits in the Nipissing-Parry Sound Districts are significantly higher than provincial averages.¹
- Harms related to alcohol use are not evenly distributed. Men experience a higher burden of alcohol-related injury, illness, and death compared to women.¹

Alcohol related harms in Nipissing-Parry Sound Districts have greater impact on those living in lower resources areas.

- Rates of alcohol-related deaths, hospitalizations, and emergency department visits are approximately twice as high among individuals living in neighbourhoods with the greatest levels of economic and social disadvantage compared to those in the least disadvantaged areas.^{1,2}
- A large proportion of second-hand harms from alcohol occur in public places because there are typically a higher number of people around who have been drinking.¹⁴
- Drinking outdoors is associated with increased harms from other peoples' drinking, such as verbal abuse, serious arguments or physical harms, particularly for women, young people and other vulnerable groups.¹⁴
- People with lower socioeconomic status (SES) also experience higher levels of alcohol-related harms, including second-hand harms, even though they are less likely to drink and consume less alcohol overall.¹⁴

Alcohol availability and use in Nipissing-Parry Sound District

- As of December 2025, there were 130 retailers in the Nipissing-Parry Sound Districts licensed to sell alcoholic beverages. More than three-quarters of these outlets are grocery and convenience stores.^{3,25} This represents a density of 11.2 retailers per 10,000 residents aged 15 years and older—approximately four times higher than the recommended best-practice density.^{4,25}
- Alcohol use is also widespread in the region. More than 79% of adults in the Nipissing-Parry Sound Districts reported consuming alcohol in the past year, a rate statistically higher than the provincial average of 73%.³⁰
- In addition, approximately one in three adults consumes more than two drinks per week, exceeding recommended low-risk drinking guidelines and increasing the likelihood of alcohol-related harms.^{5,10,30}
- Between 2023 and 2024, 20% of individuals aged 19 and older in the Nipissing-Parry Sound Districts self-reported as high-risk drinkers, defined as consuming seven or more drinks per week. This rate is significantly higher than the provincial average of 13.8%.³⁰

What's Next

The most effective and cost-efficient approaches to reducing alcohol-related harms are policies that limit alcohol availability and exposure.^{6,7} Local alcohol policies that maintain these limits can influence community-wide drinking patterns, reduce associated harms, and help protect municipalities from rising costs and liability risks. Municipalities must balance economic development with health and safety considerations, enforcement

capacity and community expectations.. As such, they play a critical role in determining local strategies that reflect the unique needs and priorities of their communities, including addressing local alcohol-related harms.

Municipal actions that reduce alcohol-related harms include:

- Maintaining alcohol-free spaces such as parks, beaches, trails, recreation areas, and community events⁶
- Applying risk-based permitting approaches for alcohol sales at events^{4,7}
- Establishing clear and consistent municipal alcohol bylaws and policies^{4,7,9}
- Setting limits on when and where alcohol is permitted at community events^{4,7}
- Supporting enforcement in public spaces^{4,7,9}

Municipal staff and elected officials are encouraged to contact the North Bay Parry Sound District Health Unit for support in reviewing alcohol policies and to discuss decisions related to Ontario’s permitting of “bring-your-own” alcoholic beverages at outdoor public events.

Reproduced with permission of Simcoe Muskoka District Health Unit



“Bring-Your-Own” Alcohol at Outdoor Public Events

As municipalities move forward in the decision-making process in regard to Bring-Your-Own alcohol announcement, the following information outlines health and safety considerations before permitting these events in your community.

Sections include guidance for the following decision-points for municipalities:

- Before allowing the BYO permit process in your municipality.
- If/when developing criteria for BYO permits.
- If/when administering and implementing BYO permits.

Please note that the guidance provided is not intended to be a substitute for professional legal and liability advice.

Considerations Before Allowing the BYO Permit Process in Your Municipality

Allowing BYO alcohol at public events may increase municipal liability unless strong governance, safety controls, enforcement and insurance requirements are in place. ⁽¹⁶⁾

Considerations:

- Obtain legal and insurance advice. ^(14,16)
- Carefully assess local readiness, including consulting with local alcohol/drug strategies, emergency services, enforcement and community safety and well-being partnerships. ⁽¹⁶⁾
- Review and align existing internal processes, event permit frameworks, and Municipal Alcohol Policies (MAPs). ⁽¹⁶⁾
- Assess whether existing staffing, enforcement capacity and cost recovery mechanisms are adequate to support BYO events (e.g., paid duty or dedicated security requirements). ⁽¹⁶⁾
- Develop a monitoring and evaluation plan using multiple data sources, and ongoing public input. ⁽¹⁴⁾
- Clarify the requirements and responsibilities of permit holders within new/revised bylaws (e.g., Smart Serve trained persons onsite at all times). ^(16,17)
- Review the [Alcohol Gaming Commission of Ontario \(AGCO\) Guidelines](#). ⁽¹⁷⁾

Considerations for Developing Criteria for BYO Permits

<p>Define community and cultural events for BYO permits intentionally.</p>	<p>Municipal definitions should:</p> <ul style="list-style-type: none"> • Ensure definitions align with community safety and well-being goals. • Exclude family-focused events where children and youth may be present, and at locations primarily frequented by children (e.g. playgrounds, sports fields, splash pads, libraries, and schools). ^(14,16,18) • Include only locations with demonstrated relative safety and suitability for alcohol consumption (see below).
<p>Set criteria for BYO permits that meet municipal requirements to support health, safety, and wellbeing.</p>	<p>BYO permits should be evaluated on a case-by-case basis, rather than through blanket approvals and should avoid creating cultural or safety barriers for non-drinkers. ⁽¹⁶⁾</p> <p>Criteria:</p> <ul style="list-style-type: none"> • Restrict locations such as: <ul style="list-style-type: none"> ○ Child-related environments: playgrounds, wading pools, splash pads, or skateboard and BMX parks, etc. ^(14,16,18) ○ Inherently unsafe environments: outdoor pools, natural or outdoor ice rinks, other bodies of water, etc. ^(14,18) ○ In conjunction with higher risk activities. ⁽¹⁴⁾ ○ Exclude events where alcohol use would reasonably increase nuisance, risk, or inequity. ^(14,16,19) ○ Restrict hours for when the event can take place. ^(13,14,19) ○ Require locations to have access to drinking water, washrooms, garbage, recycling, and public transportation, if available. ^(14,18)

This document was created in collaboration with public health units from the Ontario Municipal Alcohol Policy Working Group.



Considerations for Administering and Implementing BYO Permits

<p>Apply a risk reduction approach.</p>	<p>Consider incorporating the following risk reduction strategies:</p> <ul style="list-style-type: none">• Restrict where alcohol can be consumed within the permit. Designate separate areas where alcohol can be consumed and maintain substantial alcohol-free areas with a physical barrier and signage. Ensure equal enjoyment of the event by all members, drinking and non-drinking. ^(16,17)• Only allow 19+ years in designated drinking areas. ⁽¹⁷⁾• Prohibit glass alcohol bottles to prevent injury from broken containers. ^(14,17)• Require food and non-alcoholic beverages to be available for purchase. ^(12,20,21)• Require personal consumption limits consistent with Ontario regulations intended to prevent intoxication and over-service at events. ^(12,16,20,21,22,23)• Enforce a zero-tolerance standard for disorderly conduct, public intoxication, and underage drinking. ^(16,21)• Establish an emergency response plan, including procedures for intoxication, injury, and crowd management.
<p>Conduct comprehensive monitoring and evaluation.</p>	<p>Monitor and evaluate community harms and costs (e.g., public safety/security, liability, trash collection, signage, and/or employee time). ⁽¹⁴⁾</p> <p>Consider post-event reports and compliance reviews to:</p> <ul style="list-style-type: none">• Address complaints and incidents. ⁽¹⁶⁾• Assess enforcement effectiveness. ⁽¹⁶⁾• Inform future event approvals and policy adjustments. ⁽¹⁶⁾

Signage and public education.

At a minimum, a [Sandy's Law poster](#) should be posted at the event. (14) Consider the following as well:

- Public education measures that inform the public when permits are required for events involving BYO alcohol.
- Signage on not driving impaired with local taxi or public transit information.
- [Canadian Centre for Substance use and Addiction's Poster](#).

We encouraged municipal staff to reach out to the North Bay Parry Sound District Health Unit to explore next steps and receive support in relation to bring-your-own alcohol event applications and to create or update their Municipal Alcohol Policies (MAPs).

This document was created in collaboration with public health units from the Ontario Municipal Alcohol Policy Working Group.



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June 16, 2026

SUBJECT: Information on the new Development Charge Reduction Program (FIN-06-26)

Please be advised that at its Special Council meeting held Monday, June 15, 2026, the Council of the City of Burlington approved the following resolution:

Whereas on March 30, 2026, the federal and provincial government signed the Canada-Ontario Partnership to Build agreement to support the shared goals of building more homes faster, making housing more affordable and accelerating key infrastructure projects to protect jobs and help communities grow, and the agreement included \$8.8 billion in federal and provincial funding over 10 years to support housing-enabling infrastructure investments for municipalities; and

Whereas on June 1, 2026, the Province released information on the Development Charge Reduction Program, including details on the application process, eligibility and assessment criteria and funding requirements; and

Whereas municipalities had limited opportunity to provide input on the program design prior to its release, despite the commitment of up to \$8.8 billion for housing enabling infrastructure representing a significant investment in municipal infrastructure and housing priorities; and

Whereas eligible projects must primarily enable the construction of new housing units, accelerate the delivery and implementation of shovel-ready infrastructure projects in the municipality's DC background study and capital plan, begin construction by July 31, 2030, and be complete by October 31, 2035; and

Whereas applications will also be assessed based on the percentage of committed DC rate reduction, the number of housing units projected to be built as a result of the proposed DC relief, and the municipality's financial contribution, with at least 10 per cent of eligible project costs to be funded by the municipality; and

Whereas the City supports the objectives of the Canada-Ontario Partnership to Build and recognizes the importance of senior government investment in housing-enabling infrastructure; and

Whereas the City has already taken significant Council-approved actions to reduce its DC rates, which are among the lowest in Halton Region and low compared to other GTHA municipalities, and has also used other municipal and planning tools, including the City of Burlington Housing Community Improvement Plan, to support housing supply, affordability and complete communities; and

Whereas the current DCRP design, including the requirement for an across-the-board 30 per cent to 50 per cent residential DC reduction, the minimum municipal contribution requirement, the March 30, 2026 measurement date and the absence of a mechanism to cap municipal exposure, presents significant municipal financial exposure; and

Whereas in addition to the risk that the program could result in a subsidy from City taxes, there does not appear to be consideration given to early and creative actions already enacted by municipalities to support the creation of new housing while also meeting specific housing targets and goals to deliver complete communities; and

Whereas a number of Council-approved actions have been implemented that support the creation of housing and do not impact the tax base, including:

- Staff-driven initiative to reduce the proposed DC rates to mitigate the proposed increase in the DC Background Study that has been in effect since June 2024, resulting in residential DC rates being reduced by 28 per cent and non-residential DC rates being reduced by 32 per cent;
- Development of the City's first Affordable Rental Housing Community Improvement Plan, including 10 programs in 2025;
- Amendments to the Affordable Rental Housing Community Improvement Plan in May 2026 to broaden the scope of the CIP and develop a suite of new temporary programs in the now named City of Burlington Housing Community Improvement Plan, approved in May 2026 and currently within the appeal period, including DC grant programs to incentivize purpose-built rental units and ownership units with criteria related to built form, bedroom numbers and unit size, including within midrise and tall buildings, as well as other temporary programs including a Missing Middle Municipal Fee Waiver, Tax Increment Equivalent Grants and Accessible Design Grant;
- Modernized Official Plan policies and associated Residential Zoning By-law to support the creation of new residential units;
- Completion of all Housing Accelerator Fund Action Plan items; and

Whereas in considering the DCRP, staff also note that Council recently reviewed options to support housing through development-related financial incentives, and through that work, broad DC reductions were identified as presenting financial and implementation risks, including reduced flexibility in future DC by-law updates, limitations in targeting specific housing policy objectives and pressure on tax-supported funding sources; and

Whereas Council ultimately approved amendments to the City's housing-related Community Improvement Plan as a more targeted, temporary and controlled approach to supporting housing while protecting existing taxpayers;

Therefore, be it resolved that staff submit a list of projects and apply to the Development Charge Reduction Program on the basis that, through the application, the City requests to receive credit for:

1. The significant development charge reductions for new residential units, being 28 per cent, already made and in effect; and
2. The development charge exemptions available for a broad range of housing through the amended Community Improvement Plan; and
3. The City's 10 per cent portion being eliminated or funded from non-tax-supported sources, including Housing Accelerator Fund funding and development charges;

Therefore, be it further resolved that the CAO provide an accompanying letter to the City of Burlington's application under the DCRP detailing these considerations and requesting that the Ministry of Municipal Affairs and Housing and Housing, Infrastructure and Communities Canada evaluate program applications with fair consideration for previous municipal actions to reduce DCs and provide flexibility in working with municipalities to ensure successful program implementation;

Therefore, be it further resolved that a copy of this motion be shared with the Premier, the Minister of Municipal Affairs and Housing, the Minister of Finance, Halton Regional Council, all Ontario municipalities, the Association of Municipalities of Ontario and the Federation of Canadian Municipalities.

Sincerely,



Mike de Rond
City Clerk, Director of Legislative Services

June 25, 2026

Via Email

The Honourable Doug Ford
Premier of Ontario
premier@ontario.ca

Re: Review of the Ontario Land Tribunal and Enhancing Deference to Municipal Planning Decisions

Please be advised that at its meeting held on June 22, 2026, the Council of the Town of Whitby adopted the following as Resolution # 166-26:

Whereas local councils are elected by residents to make planning decisions that reflect the needs and priorities of their communities;

Whereas municipalities rely on extensive public consultation, professional planning advice, engineering studies, and technical reports when making land-use decisions;

Whereas the Ontario Land Tribunal (OLT) has the authority to overturn municipal planning decisions, often requiring municipalities to spend significant taxpayer dollars defending decisions that have already undergone a thorough local review process;

Whereas lengthy and costly appeals can delay housing projects, consume municipal resources, and reduce the ability of municipalities to focus on delivering services to residents; and,

Whereas local governments should have greater certainty and authority when decisions are consistent with approved Official Plans, provincial policies, and sound planning principles.

Now Therefore be it Resolved:

1. That the Government of Ontario be requested to review the role and mandate of the Ontario Land Tribunal to ensure greater respect for municipal planning decisions that are supported by evidence, public consultation, and approved planning policies;

2. That the Province consider amendments to the Planning Act and Ontario Land Tribunal Act to provide stronger deference to municipal decisions that align with provincial planning frameworks and Official Plans;
3. That the Province improve transparency and accountability within the Ontario Land Tribunal by requiring clear and detailed reasoning when municipal decisions are overturned;
4. That the Province explore measures to reduce the financial burden on municipalities defending planning decisions before the OLT, helping to protect taxpayer dollars and improve the efficiency of the planning process; and,
5. That Staff be directed to circulate this resolution to the Premier of Ontario, the Minister of Municipal Affairs and Housing, Local Members of Provincial Parliament, the Association of Municipalities of Ontario (AMO), and all Ontario municipalities for consideration and support.

Should you require further information, please do not hesitate to contact the Office of the Town Clerk at 905-430-4300.



Kathryn Douglas
Supervisor, Legislative Services
clerk@whitby.ca

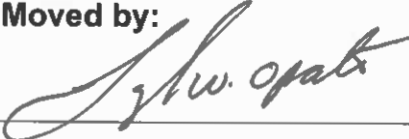

Copy: C. Harris, Director of Legislative Services/Town Clerk - clerk@whitby.ca

The Honourable Rob Flack, Minister of Municipal Affairs and Housing - minister.mah@ontario.ca
Peter Bethlenfalvy, MPP, Pickering-Uxbridge - peter.bethlenfalvy@pc.ola.org
Lorne Coe, MPP, Whitby - lorne.coe@pc.ola.org
Jennifer K. French, MPP, Oshawa - jfrench-co@ndp.on.ca
Todd J. McCarthy, MPP, Durham - todd.mccarthy@pc.ola.org
Rob Cerjanec, MPP, Ajax - rcerjanec.mpp.co@liberal.ola.org
Laurie Scott, MPP, Haliburton-Kawartha Lakes-Brock - laurie.scott@pc.ola.org
Robin Jones, President, Association of Municipalities of Ontario - amopresident@amo.on.ca
All Ontario Municipalities



RESOLUTION

Tuesday, June 16, 2026

Resolution # RC26131	Meeting Order: 5
Moved by: 	Seconded by: 

WHEREAS growing pressures across Ontario's healthcare system are increasing patient volumes in emergency rooms (ERs), requiring more complex care and contributing to longer patient wait times for residents across the Province of Ontario; and

WHEREAS Health Quality Ontario data from October 2025 reports that patients requiring admission to hospital waited an average of 19 to 20 hours, while high-urgency patients waited close to five hours on average to be assessed by a physician; and

WHEREAS the Auditor General of Ontario reported in December 2023 that significant hospital staffing shortages were reducing access to timely emergency care; and

WHEREAS the Financial Accountability Office of Ontario reported in March 2023 that emergency room wait times were increasing significantly, with the longest wait times recorded in more than fifteen years, and that provincial funding was projected to be \$21.3 billion short of maintaining current health programs through 2028; and

WHEREAS the Ontario Hospital Association has reported that Ontario has had the lowest per capita hospital expenditure in Canada since 2018 and that approximately 4,200 Alternate Level of Care (ALC) patients remain in acute care beds, contributing to emergency room overcrowding and delays; and

WHEREAS emergency room overcrowding and prolonged wait times have been linked to adverse patient outcomes and place additional strain on Ontario's healthcare system, including municipal paramedic services experiencing excessive ambulance offload delays; and

WHEREAS the Provincial Government has taken important steps to improve healthcare in Ontario; however, additional funding, staffing resources, and capacity enhancements remain critical to ensuring timely access to emergency medical care; and



The Corporation of the Municipality of Wawa

REGULAR COUNCIL MEETING

RESOLUTION

WHEREAS concerns regarding emergency room staffing shortages, temporary closures, and failure to consistently meet national standards such as the Canadian Triage and Acuity Scale (CTAS) continue to be raised by healthcare professionals, municipalities, and residents across Ontario; and

WHEREAS the tragic death of sixteen-year-old Finlay van der Werken on February 9, 2024, following an extended wait in an emergency department, has highlighted the urgent need for enhanced protections and standards for pediatric emergency care;

NOW THEREFORE BE IT RESOLVED THAT the Council of the Municipality of Wawa supports the resolution of the Western Ontario Wardens' Caucus and calls upon the Ontario Ministry of Health to take immediate action to reduce emergency room wait times through enhanced triage protocols, increased hospital funding, and additional healthcare staffing resources to strengthen emergency readiness across Ontario; and

BE IT FURTHER RESOLVED THAT the Council of the Municipality of Wawa supports the introduction of "Finlay's Law" to ensure that no child in Ontario is left without timely emergency medical care, including measures to:

1. Establish maximum emergency room wait time standards for patients under the age of 18;
2. Mandate safe pediatric nurse-to-patient and physician-to-patient staffing ratios in emergency settings;
3. Establish independent oversight to audit hospital performance, investigate pediatric emergency room deaths, and enforce compliance with provincial standards;
4. Require timely and independent inquiries by the Chief Coroner of Ontario into pediatric deaths occurring in emergency room waiting areas; and
5. Provide funding for enhanced pediatric emergency readiness, including staffing, training, equipment, and infrastructure improvements;



The Corporation of the Municipality of Wawa

REGULAR COUNCIL MEETING

RESOLUTION

AND BE IT FURTHER RESOLVED THAT the Council of the Municipality of Wawa calls upon the Federal Minister of Health to utilize the Canada Health Transfer framework to ensure compliance with the principles of the Canada Health Act by monitoring adherence to national emergency care standards, including the Canadian Triage and Acuity Scale (CTAS), and supporting the establishment and implementation of national sepsis care standards; and

BE IT FURTHER RESOLVED THAT copies of this resolution be forwarded to The Honourable Doug Ford, Premier of Ontario, The Honourable Sylvia Jones, Ontario Minister of Health, The Honourable Marjorie Michel, Federal Minister of Health, The Ontario Medical Association (OMA), The Ontario Hospital Association (OHA), The Association of Municipalities of Ontario (AMO), The Western Ontario Wardens' Caucus (WOWC); and the Algoma District Municipal Association (ADMA).

RESOLUTION RESULT		RECORDED VOTE		
<input checked="" type="checkbox"/>	CARRIED	MAYOR AND COUNCIL	YES	NO
<input type="checkbox"/>	DEFEATED	Mitch Hatfield		
<input type="checkbox"/>	TABLED	Cathy Cannon		
<input type="checkbox"/>	RECORDED VOTE (SEE RIGHT)	Melanie Pilon		
<input type="checkbox"/>	PECUNIARY INTEREST DECLARED	Jim Hoffmann		
<input type="checkbox"/>	WITHDRAWN	Joseph Opato		

Disclosure of Pecuniary Interest and the general nature thereof.

Disclosed the pecuniary interest and general name thereof and abstained from the discussion, vote and influence.

Clerk: _____

MAYOR - MELANIE PILON	CLERK - MAURY O'NEILL



INFORMATION REPORT

PREPARED FOR: MAYOR BÉLANGER AND MEMBERS OF COUNCIL

PREPARED BY: PAUL LAPERRIERE, CAO/TREASURER

TITLE: 2nd QUARTER RESULTS – JUNE 30, 2026

DATE: MONDAY JULY 13, 2026

REPORT NO: 26-30R

BACKGROUND

Summary of actual revenues and expenditures for the period January 1, 2026 to June 30, 2026.

ANALYSIS AND DISCUSSION:

We are now halfway through the 2026 taxation year. Appendix A – 2nd Quarter Summary Results, provides an overview of the first 6 months while Appendix B – 2nd Quarter Detailed Results, provides account revenue, expenses and variances by major department.

FINANCIAL CONSIDERATIONS

See Appendix A and B.

RELEVANT POLICY/LEGISLATION:

ATTACHMENTS:

Appendix A – 2nd Quarter Summary Results

Appendix B – 2nd Quarter Detailed Results

RECOMMENDATION:

It is recommended that Council receives and accepts this report.

Proposed Motion

BE IT RESOLVED THAT Council of the Corporation of the Town of Mattawa receives Report # 26-30R titled 2nd Quarter Results – June 30, 2026.

TOWN OF MATTAWA
Summary of 2nd Quarter Results
30-Jun-26

	REVENUE			EXPENSES			SURPLUS (DEFICIT)		
	Actual	Budget	Variance	Actual	Budget	Variance	Actual	Budget	Variance
General Gov't									
Taxes	1,231,121	1,233,807	(2,685)	535,858	563,113	27,255	695,263	670,694	24,569
Grants - operations	1,132,457	1,064,253	68,204	-	-	-	1,132,457	1,064,253	68,204
Grants - capital projects	562,069	490,259	71,810	520,755	449,454	(71,301)	41,314	40,805	509
Finance & Other	138,318	132,984	5,335	-	-	-	138,318	132,984	5,335
	3,063,965	2,921,302	142,663	1,056,613	1,012,567	(44,046)	2,007,352	1,908,735	98,617
Protection									
Fire	73,351	68,125	5,226	253,639	254,744	1,105	(180,288)	(186,619)	6,331
Police	-	-	-	322,794	322,794	-	(322,794)	(322,794)	-
Building & Bylaw	18,746	12,438	6,308	69,625	70,570	945	(50,879)	(58,132)	7,253
Conservation Authority	-	-	-	9,417	9,475	58	(9,417)	(9,475)	58
	92,096	80,563	11,534	655,474	657,583	2,108	(563,378)	(577,020)	13,642
Public Works	-	-	-	522,567	520,295	(2,272)	(522,567)	(520,295)	(2,272)
Environmental Services									
Garbage/landfill/recycling	82,126	100,150	(18,024)	344,527	345,386	858	(262,401)	(245,236)	(17,166)
Water & sewer	576,245	576,920	(675)	484,978	503,870	18,892	91,267	73,050	18,217
	658,371	677,070	(18,699)	829,505	849,256	19,750	(171,135)	(172,186)	1,051
Recreation & Culture									
Arena/Main St/Museum/Marina	57,999	57,939	60	340,064	360,981	20,917	(282,065)	(303,042)	20,977
Information Centre	43,601	43,601	-	58,642	59,300	658	(15,041)	(15,699)	658
RVS	-	-	-	78,281	88,233	9,951	(78,281)	(88,233)	9,951
Fitness Ctr & Curling Club	34,815	36,400	(1,585)	14,569	11,709	(2,860)	20,246	24,691	(4,445)
	136,415	137,940	(1,525)	491,556	520,223	28,666	(355,141)	(382,283)	27,141
Health Services	-	-	-	218,211	219,466	1,255	(218,211)	(219,466)	1,255
TOTAL	3,950,847	3,816,874	133,973	3,773,927	3,779,388	5,461	176,920	37,486	139,435

Town of Mattawa

Detailed Income Statement

June 30, 2026

	Actual YTD	Budget YTD	Variance
REVENUE			
FINANCIAL			
Reserves Taken Into Revenues	5,000	5,000	-
Regular Bank Interest	2,286	2,500	(214)
Council Chamber Usage Fees	2,875	2,750	125
Misc Revenue (Office)	2,907	3,669	(762)
Town Charge for NSF Cheques	250	-	250
Bell Tower Property Lease	6,475	8,315	(1,840)
Total Financial	19,793	22,234	(2,440)
GRANTS			
Hospital Grant	713	713	-
Ontario Municipal Partnership Fund (OMPF)	770,100	770,100	-
Federal Gas Tax Revenue	61,603	61,603	-
OCIF/OMAFRA Formula	75,635	75,634	1
MDRA Flood Claim(MMAH)	54,080	-	54,080
Municipal Tax Mitigation Payment	136,406	68,203	68,203
ICIP Dorion Road Provincial Funding	18,304	18,304	(0)
ICIP Dorion Road Federal Funding	32,980	32,980	(0)
NOHFC - Curling Club & Fitness Centre	79,212	79,212	0
MTO Connecting Link Funding	210,248	210,248	(0)
Voyageur Days Grant Funding	-	-	-
MTO - Connecting Link - Bridge	34,786	34,786	0
HSWS - New Reservoir	132,460	114,729	17,731
MTO Pothole Program	38,000	38,000	-
Fisheries & Oceans Funding	50,000	50,000	-
Other Revenue/Grants	-	-	-
Total Grants	1,694,525	1,554,512	140,014
TAX & PAYMENTS IN LIEU			
Regular Levy (Mun Only)	1,214,427	1,217,113	(2,685)
Canada Post(PIL)	4,148	4,148	-
Ontario Hydro(PIL)	1,254	1,254	-
L.C.B.O.(PIL)	5,375	5,375	-
Power Dam Special Payment	5,917	5,917	-
Total Tax and P-I-L	1,231,121	1,233,807	(2,685)
GENERAL GOVERNMENT REV			
Food Recyclers	1,451	-	1,451
On Taxes(Interest)	111,195	100,000	11,195
Photocopies	52	-	52
MFIPPA Requests	87	-	87
Tax Certificates	1,240	750	490
Land/Property Tax Sales	4,500	10,000	(5,500)
Total General Gov't	118,525	110,750	7,775

Town of Mattawa

Detailed Income Statement

June 30, 2026

	Actual YTD	Budget YTD	Variance
PROTECTIVE SERVICES			
Fire			
Fire Department Revenue(Highway Calls)	37,487	32,500	4,987
Commercial/Residential Inspections	-	1,125	(1,125)
Fire Permit Fees	4,957	4,500	457
Donation Revenues	500	-	500
Corporate Funding - Otther Assistance	20,407	20,000	407
Fire Association	10,000	10,000	-
By-Law			
Lottery Licence - Bingo	-	1,000	(1,000)
Lottery Licence - Raffle	1,065	600	465
Refreshment Vehicle Lic.	1,300	600	700
Hawkers & Peddlers Lic.	-	13	(13)
Taxi Licences	920	375	545
Parking Infractions	60	-	60
By-Law Infractions	-	250	(250)
Prov Offences Net Rev	7,026	3,000	4,026
Dog Tags	799	500	299
Property Clean-up Fees	-	750	(750)
Building			
Building Permit Fees	6,327	4,250	2,077
Demolition Permit Fees	-	50	(50)
FedEx	-	50	(50)
Protection, Inspection & Control			
Total Protection Services	90,847	79,563	11,285
PUBLIC WORKS			
Scrap Metal Revenue	2,647	4,750	(2,103)
Commercial Open Charge Fees	3,570	2,000	1,570
Landfill Contract Administration	-	-	-
Proceeds of Disposal of Assets	180	-	180
Total Public Works	6,397	6,750	(353)
ENVIRONMENTAL SERVICES			
Landfill			
Landfill Shared Services Revenue	45,900	45,900	-
Landfill Tipping Fees (Rev)	29,600	45,000	(15,400)
Recycling			
Electronic Depot Revenue	229	750	(521)
Recycling Depot Revenue	-	1,750	(1,750)
Water			
On Water & Sewages(Interest)	4,282	4,500	(218)
Billings - Flat Rate	281,476	281,185	292
Billings - Metered	47,119	46,333	786
Billings - Frontage	542	536	6
Billings - Swimming Pools	959	2,000	(1,041)

Town of Mattawa

Detailed Income Statement

June 30, 2026

	Actual YTD	Budget YTD	Variance
Billings - Sewer Surcharge	239,969	240,117	(148)
Open/Close Water	1,275	2,000	(725)
Service Line Warranty Revenue	624	250	374
Waterfront	-	-	-
Launching Fees (Daily)	-	650	(650)
Slip Rentals (Docking)	17,884	18,160	(276)
Launching Fees (Seasonal)	80	200	(120)
Total Environmental Services	669,937	689,330	(19,392)
CEMETERY			
Cemetery	2,070	2,000	70
PARKS & REC			
Hall Rentals	3,733	5,000	(1,267)
Ice Rentals	32,147	18,000	14,147
Floor Rentals	157	150	7
Other Misc. Revenue(Particpation Grant)	100	-	100
Insurance for Recreation Rentals	121	-	121
Public Skating	382	-	382
Advertising Revenue	-	739	(739)
Mattawa Sports & Fitness Revenue	3,450	3,900	(450)
Ballfield Rental	-	200	(200)
User Agreements	-	9,144	(9,144)
Fitness Centre Membership Revenue	16,365	17,500	(1,135)
Health Card Revenues - Service Ontario	0	-	0
MTO Revenues	43,601	43,601	(0)
Summer Student- Rec Federal	-	3,696	(3,696)
Summer Student - Rec Prov	-	-	-
Youth Program Revenues and Registrations	1,325	-	1,325
Voyageur Days Wristband Sales	-	-	-
Voyageur Days Bar Sales	-	-	-
Voyageur Days Vendors Permits	-	-	-
Voyageur Days Merchandise Sales	-	-	-
Voyageur Days Sponsorship	-	-	-
V-Days Camping	-	-	-
Total Parks & Rec:	101,381	101,930	(549)
PLANNING AND DEVELOPMENT			
Committee Of Adjustment Fees	1,300	500	800
Rezoning Fees	(351)	500	(851)
Compliance Letters	300	-	300
Total Planning & Development	1,249	1,000	249
Construction financing	-	-	-
TOTAL REVENUE	3,935,847	3,801,874	133,973

Town of Mattawa
Detailed Income Statement
 June 30, 2026

	Actual YTD	Budget YTD	Variance
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EXPENDITURES

GENERAL GOVERNMENT

Council Renumeration	42,714	44,039	1,325
Mayor - Raymond A. Belanger	8,273	7,500	(773)
Counc. - Loren Mick	-	250	250
Counc. - Laura Ross	1,662	750	(912)
Counc. - Garry Thibert	88	88	(0)
Counc. - Fern Levesque	207	-	(207)
Counc. - Lorne Mick	-	1,000	1,000
Deputy Mayor - M. Gardiner	-	88	88
Counc - S. Bigelow	-	1,000	1,000
Special Donations	2,000	500	(1,500)
Credit/Debit Transaction Fees	5,322	6,300	978
Bank Service Charges	3,049	4,000	951
Month-End Transit Clearing Acct	-	-	-
Taxes Written Off	-	-	-
Property Assessment	14,537	14,537	(0)
Tax Rebates	-	-	-
Full Time - Office	196,551	198,758	2,206
Staff Events	-	-	-
U.I.C.(F.T.)	4,000	5,112	1,112
C.P.P.(F.T.)	9,103	10,889	1,786
Omers	17,492	18,031	539
Ontario Health Tax	4,435	4,817	381
WSIB	7,340	7,629	288
Employee Health Benefits	33,398	33,982	584
Clothing	-	1,246	1,246
Capital Purchases (G.G.)	(0)	-	0
Townhall Renovations	5,145	5,000	(145)
IT Contracted Services	3,692	5,000	1,308
Hardware/Software Supplies	1,190	5,000	3,810
Financial Software Annual License	9,219	10,000	781
Software Upgrading	283	250	(33)
Program/Computer Repairs	576	-	(576)
Website Expenses	5,833	5,000	(833)
Town App	-	950	950
Telephone General	6,223	8,600	2,377
Postage	2,138	2,075	(63)
Photocopier Costs	1,659	5,175	3,516
Equipment/Furniture	1,382	500	(882)
Internet	4,716	5,250	534
Insurance	69,410	72,500	3,090

Town of Mattawa
Detailed Income Statement
June 30, 2026

	Actual YTD	Budget YTD	Variance
Advertising & Subscriptions	5,942	10,000	4,058
Office Supplies	4,826	6,000	1,174
Interest on Line of Credit	7,376	6,500	(876)
Auditor's Fees	13,280	20,000	6,720
Legal Fees	8,679	5,000	(3,679)
Human Resources Consultants	8,756	5,000	(3,756)
Integrity Commissioner Investigations	122	-	(122)
Meeting Expenses	447	1,250	803
Health & Safety	-	1,250	1,250
Conferences/Training Expenses	2,248	2,125	(123)
Travel	373	750	377
Registration Fees	2,571	1,500	(1,071)
Building Maintenance	6,072	5,250	(822)
Heat	5,366	1,900	(3,466)
Hydro	1,876	1,950	75
Janitors Supplies	440	300	(140)
Office Cleaning	2,450	3,150	700
Elections	144	-	(144)
Association Dues	3,234	4,000	766
Public Receptions	-	125	125
Capital Asset Management Expenses	-	-	-
Cemetery	36	500	464
Misc Expenses	(16)	750	766
Flood Emergency(Capital Costs)	72,106	-	(72,106)
Total General Gov't	607,964	563,113	(44,851)

PROTECTION OF SERVICE

Fire

Books & Material	-	250	250
Fire Truck(Reserve)	-	2,328	2,328
Salary Chief	45,317	45,317	0
Salary Deputy	6,000	6,000	-
Volunteer Firefighters	44,116	46,000	1,884
U.I.C.	1,468	1,590	121
C.P.P.	2,888	3,386	498
Omers	1,709	447	(1,262)
Ontario Health Tax	1,258	1,498	240
Worker'S Comp	477	2,372	1,895
Employee Health Benefits	7,617	10,567	2,950
Clothing Allowance	254	4,048	3,794
Yearly Medical/Hep B	120	250	130
\D\ License	-	1,250	1,250
Capital Expenditures	54,067	52,957	(1,110)
Repairs To Building	8,051	750	(7,301)
Fire Truck	1,719	250	(1,469)

Town of Mattawa
Detailed Income Statement
June 30, 2026

	Actual YTD	Budget YTD	Variance
IT Services	766	675	(91)
Telephone	1,081	950	(131)
Fire Hall Internet	1,056	1,500	444
Insurance	3,642	3,250	(392)
Advertising & Subscriptions	934	163	(772)
Supplies	1,249	1,250	1
Fire Scene Costs	63	-	(63)
Health & Safety	-	200	200
Training Costs(Chief & Deputy)	-	875	875
CPR/First Aid Training	-	600	600
Training Costs (Firefighters)	985	2,500	1,515
Fire Dept - Training Grounds	-	1,250	1,250
Mileage	1,846	-	(1,846)
Food/Lodging	2,987	250	(2,737)
Material	204	-	(204)
Fire Hall Maintenance	2,512	2,500	(12)
Heat	3,029	2,500	(529)
Hydro	5,031	2,450	(2,581)
Supplies for Fire Hall	495	250	(245)
Equip Maint	1,784	1,250	(534)
Equip Supplies	2,951	2,500	(451)
S.C.B.A. Breathable Air	17,211	17,043	(168)
S.C.B.A. Apparatus	336	-	(336)
Bell Tower Lease Payment	-	420	420
911 Dispatch Service Fees	3,185	1,750	(1,435)
Bunker Gear Repairs/Maint	685	1,250	565
Equip Chief & Firefighters	4,057	8,000	3,943
Paging System Maint	-	2,300	2,300
Radio License Renewal	1,762	210	(1,552)
Repairs & Maint(2015 Rescue Van)	4,562	2,500	(2,062)
Gas & Oil (2015 Rescue Van)	675	675	0
Repairs & Maint (2016 HME Silverfox)	1,503	2,500	997
Gas & Oil (2016 HME Silverfox)	1,189	1,550	361
Repairs & Maint (2004 Freightliner)	1,373	1,550	177
Gas & Oil (2004 Freightliner)	175	500	325
Fire Utilitis Spec F350 Repairs & Maint	6,726	5,000	(1,726)
Fire Utilities Spec F350 Gas & Oil	296	-	(296)
Gas & Oil	-	100	100
Repairs and Maint (FD 2004 Econoline)	259	-	(259)
Diesel and Oil - E350	-	1,075	1,075
Financing - F150 - Fire Chief	1,013	1,200	187
Maintenance-Fire Chief Truck	474	350	(124)
Gas & Oil - Fire Chief Truck	2,483	2,600	117
Total Fire:	253,639	254,744	1,105

Town of Mattawa
Detailed Income Statement
 June 30, 2026

	Actual YTD	Budget YTD	Variance
Building & By-Law			
Deputy CBO Contracted Services	750	1,000	250
Postage	6	-	(6)
Advertising	190	-	(190)
Office Supplies	-	50	50
Association Dues	644	325	(319)
U.I.C.	935	1,018	83
C.P.P.	2,121	2,169	47
Omers	3,570	3,591	21
Ontario Health Tax	889	959	70
Worker'S Comp	1,357	1,519	162
Travel(Food & Lodging)(By-llaw)	-	50	50
Computer Hardware Expenses	-	75	75
Clothing	-	248	248
Repairs & Maint - Ford Escape	56	500	444
Gas & Oil - Ford Escape	390	300	(90)
Police Services Board	4,500	3,400	(1,100)
Enforcement Officer	40,678	40,679	0
School Guard Wages	7,000	7,000	-
Employee Health Benefits	6,130	6,768	638
Cell Phone	149	200	51
Postage	-	63	63
Advertising	78	40	(38)
Conferences/Training Expenses	-	250	250
Association Fees	182	90	(92)
Emergency Management Costs	-	28	28
Contracted Services - Property Clean Up	-	250	250
Total Building & By-Law:	69,625	70,570	945
Conservation Authority			
Requisition(Conservation Authority)	9,417	9,475	58
Policing			
OPP Group of Four Contract	322,794	322,794	-
Total Protection Services:	655,474	657,583	2,108
PUBLIC WORKS			
Public Works Staff	201,776	203,632	1,856
Public Works Supervisor	22,462	30,450	7,988
Employee Health Benefits	41,039	42,712	1,673
Clothing Allowance	4,022	3,133	(889)
Capital Purchases	748	17,500	16,752
Computer Supplies	-	50	50
IT Services/Hardware & Software	1,404	250	(1,154)
Telephone	883	750	(133)
Internet	382	364	(18)
Office Supplies	462	850	388

Town of Mattawa
Detailed Income Statement
June 30, 2026

	Actual YTD	Budget YTD	Variance
Health & Safety	8,556	500	(8,056)
Roads Courses And Training	1,778	750	(1,028)
Heat	4,957	2,100	(2,857)
Hydro	2,868	2,250	(618)
Garage Supplies	8,943	2,750	(6,193)
Garage Maintenance & Materials	7,246	3,500	(3,746)
Heating Equipment Rental Fees	1,158	900	(258)
Small Equipment Repairs & Maint	257	250	(7)
Small Equipment Gas & Oil	38	50	12
Small Equipment Maintenance	-	350	350
Supplies for Equipment	-	250	250
Dyed Diesel	11,127	10,000	(1,127)
Clear Diesel	8,989	7,500	(1,489)
Radio License Renewal	-	288	288
Radio System Repairs & Maint	-	450	450
Association Fees	75	375	300
U.I.C.	6,006	6,425	419
C.P.P.	12,970	13,687	716
Omers	21,909	22,664	755
Ontario Health Tax	5,441	6,054	613
Worker'S Comp	8,499	9,589	1,089
Water Dist Cert (MM-Payroll)	-	75	75
Director of Community Services	22,658	22,659	0
Financing charge - F150	903	1,175	272
Travel/Meals/Recognition	(7)	250	257
Total PW Admin:	407,548	414,530	6,982
Machinery			
Repairs & Maint (Volvo Loader) LD-01	160	-	(160)
Repairs & Maint(Grader) GR-01	5,355	5,000	(355)
Repairs & Maint(Backhoe) BH-01	4,094	1,250	(2,844)
Repairs & Maint:MT5 Trackless MT-01	2,633	1,500	(1,133)
Repairs & Maint (Packer)	3,654	150	(3,504)
Repairs & Maint (Steam Jenny)	-	750	750
Repairs & Maint(Sweeper) SW-01	13,442	6,000	(7,442)
Repairs & Maint(17 Freightliner) T-05	12,768	3,000	(9,768)
Repairs & Maint(01 Freightliner) T-01	5,679	4,250	(1,429)
Repairs & Maint (2012 Ford F150) Unit #	300	900	600
Gas & Oil (2012 Ford F150) Unit #T-08	2,849	900	(1,949)
Repairs and Maint(2019 F-150 T-03)	3,183	750	(2,433)
Gas and Oil(2019 F150 T-03)	727	750	23
Repairs & Maint(2019 F150 T-04)	10,473	750	(9,723)
Gas & Oil(2019 F150 T-04)	2,577	1,750	(827)
Gas & Oil (Mt5 Trackless)	-	375	375
2023 OILC Debenture Financing - Loader	1,873	2,166	292

Town of Mattawa
Detailed Income Statement
 June 30, 2026

	Actual YTD	Budget YTD	Variance
2024 Debenture Financing - Grader	5,322	5,781	459
Repairs & Mtnce - CAT Loader	752	1,250	498
Total Machinery:	75,842	37,272	(38,570)
Roads			
Repairs Material	1,323	2,500	1,177
Culvert Material	-	1,750	1,750
Patch Material	7,987	5,000	(2,987)
Resurfacing Material	-	13,250	13,250
Shoulder Maint Material	-	1,000	1,000
Curbs & Gutters Material	-	2,250	2,250
Signs & Safety Material	1,377	750	(627)
Sanding & Salting Material	15,083	15,000	(83)
Contracted Services(Snow Removal)	60	-	(60)
OILC Financing - HWy 17 Debenture	3,186	1,994	(1,192)
Total Roads:	29,015	43,494	14,479
Street Lighting			
Street Lighting - Hydro	7,094	12,500	5,406
Street Lighting - Parts	3,069	-	(3,069)
Total Street Lighting:	10,163	25,000	14,837
Total TRANSPORTATION SERVICES:	522,567	520,295	(2,272)
ENVIRONMENTAL SERVICE			
Sewer			
Lagoon Property Pils	-	2,750	2,750
Capital(Sewers Electrical)	-	-	-
Sewage Lift Station Capital	225,424	200,000	(25,424)
Repairs & Maint	667	-	(667)
Hydro	21,318	25,750	4,432
Bell Line	399	375	(24)
Contracted Services	-	500	500
Hydro For Pumping Stations	9,022	7,500	(1,522)
Contracted Services	-	1,750	1,750
Waste Water Empl Certs (Payroll)	-	250	250
Total Sewer:	256,830	238,875	(17,955)
Recycle & Garbage			
Garbage Collection Per Contract	84,130	84,130	(1)
Hazardous Waste Disposal(North Bay)	4,645	2,150	(2,495)
Recycling Collection Per Contract	4,250	-	(4,250)
Contracted Services - Processing	636	10,000	9,364
Total Recycle & Garbage:	93,661	96,280	2,618
Landfill Operations			
To landfill reserver (tipping fees)	22,500	22,500	-
Insurance	6,311	3,250	(3,061)
Advertising	(5,100)	-	5,100

Town of Mattawa

Detailed Income Statement

June 30, 2026

	Actual YTD	Budget YTD	Variance
Legal Fees(Landfill)	8,081	5,500	(2,581)
Engineering (Landfill)	15,000	12,500	(2,500)
Testing (Landfill)	19,000	18,500	(500)
Landfill Maintenance Contract	103,406	104,406	1,000
Materials for Landfill	12,692	12,500	(192)
Contracted Services(Landfill)	18,077	17,500	(577)
Landfill Buffer Taxes	900	900	-
Covering(Sand)	50,000	50,000	-
Landfill Bin Rental	-	1,500	1,500
Office Supplies (landfill)	-	50	50
Total Landfill Operations:	250,866	249,106	(1,760)
Water Operations			
Contracted Services(OCWA)	156,660	156,660	(0)
Capital Purchases(Water)	25,000	25,000	(0)
Telephone	643	750	107
After Hours Emergency Number Fees	-	500	500
Office Supplies & Postage	128	100	(28)
Courses And Training	758	-	(758)
Bell Line(Telephone)	-	35	35
Repairs & Maint	256	250	(6)
Materials(Water)	-	3,750	3,750
Contract Services (Water Digs)	4,587	15,000	10,413
Material	-	1,000	1,000
Contracted Services	-	5,000	5,000
Reservoir Hydro	691	750	59
Hydrants(Material)	-	3,750	3,750
Hydro For Water Pumps	33,523	43,500	9,977
Water Station Internet Charges	361	1,025	664
Contracted Services(Waterworks Ops)	543	-	(543)
Roof Repairs/Maintenance	163	-	(163)
Water Dist Empl Certs (Payroll)	1,000	1,675	675
CPR Lease Payment for Water Lines	2,972	1,350	(1,622)
Reservoir Engineering	-	-	-
Contracted Services	-	2,250	2,250
Hydro(Shore Power)	608	800	192
Gen Supplies	113	600	487
Gen Maint	140	1,250	1,110
Slips (Docks)	-	5,000	5,000
Material(Docks)	582	12,500	11,918
Pump Out (Sewage)		875	875
Total Water Operations:	228,729	283,370	54,641
Total Environmental Services	830,087	867,631	37,543

RECREATION & CULTURAL SERVICES
Info Centre

Town of Mattawa

Detailed Income Statement

June 30, 2026

	Actual YTD	Budget YTD	Variance
Full Time	37,128	33,987	(3,141)
Employee Health Benefits	6,631	9,022	2,391
IT Services/Hardware & Software	1,108	175	(933)
Telephone	-	150	150
Internet Costs	424	413	(11)
Advertising & Subscriptions	517	125	(392)
Office Supplies	1,438	100	(1,338)
Building Maintenance	3,518	1,500	(2,018)
Heat	961	700	(261)
Hydro	1,325	1,650	325
Janitorial Supplies	-	225	225
Grounds Maintenance	-	250	250
Statues - Repairs & Maintenance	-	250	250
Part Time	-	5,421	5,421
E.I.	847	1,357	510
C.P.P.	2,083	2,891	808
Benefit allocation	-	(7,338)	(7,338)
Omers	2,022	4,787	2,765
E.H.T.	727	1,279	552
Worker'S Comp	(126)	2,026	2,152
Office Expenses\Health Card	41	-	(41)
Clothing	-	331	331
Total Info Centre:	58,642	59,300	658
Parks			
Hydro(Splashpad/Timmins Park)	127	250	123
Splashpad/Timmins Park Maint	-	375	375
Total Parks:	127	625	498
Arena			
Youth Program & Canada Day	7,237	6,000	(1,237)
Financing charge - GMC Sierra	228	221	(7)
Recreation Staff	101,763	105,373	3,610
Student Wages	2,611	2,068	(543)
Recreation Supervisor	31,989	31,989	(0)
Director of Community Services	22,658	22,659	0
Employee Health Benefits	25,614	25,986	372
Summer students	-	-	-
Benefit allocation	-	-	-
Clothing Allowance	1,280	953	(327)
Mike Rodden Arena Capital	6,789	-	(6,789)
IT Services/Hardware & Software	166	4,650	4,484
Telephone	407	250	(157)
Internet Costs	797	950	153
Advertising & Subscriptions	-	250	250
Office Supplies	1,106	1,000	(106)

Town of Mattawa

Detailed Income Statement

June 30, 2026

	Actual YTD	Budget YTD	Variance
Health & Safety	-	600	600
Membership Fees	-	750	750
Ice Resurfacer Maint	1,237	3,500	2,263
Ice Plant Maint	8,410	5,000	(3,410)
Arena Maintenance	19,624	17,500	(2,124)
Heat	15,556	8,125	(7,431)
Hydro	27,549	26,500	(1,049)
Janitor'S Supplies	1,394	1,325	(69)
General Supplies	928	2,000	1,072
Fire Alarm Monitoring/Elevator	972	1,250	278
Equip Maintenance	-	500	500
Repairs & Maint 2022 GMC Sierra	409	1,250	841
Gas & Oil 2022 GMC Sierra	718	1,850	1,132
Association Fees	142	50	(92)
Recreation Expenses(Memorial Benches)	(837)	750	1,587
Hydro	130	250	120
Ballfield Maintenance	31	500	469
Main St & Green Area Maintenance	18,638	16,000	(2,638)
Hot Water Tank Rental (Museum)	57	400	343
Hydro (Museum)	3,421	3,500	79
Maintenance(Museum)	473	375	(98)
Tourism Promotion	-	1,550	1,550
U.I.C.	2,995	3,909	913
C.P.P.	7,717	8,327	609
Benefit allocation	1,000	1,819	819
Omers	11,879	13,788	1,909
Ontario Health Tax	3,069	3,684	614
Worker'S Comp	3,567	5,834	2,267
Printer/Hardware/Software Maint	326	-	(326)
Insurance	-	250	250
Materials/Supplies/Rep MaintFood Bank)	-	250	250
Fitness class registration	-	(1,400)	(1,400)
Youth Minor Ball Exp	-	1,250	1,250
Youth Minor Ball Hockey Expenses	-	300	300
Inservice Courses/Workshops	-	(379)	(379)
Travel/Meals/Recognition	632	-	(632)
Total Arena:	332,684	333,503	819
Curling Club			
Capital Purchases for Fitness Centre	105,616	105,616	(0)
Maintenance	1,723	750	(973)
Heat/Heating Equipment	3,715	3,250	(465)
Hydro	8,509	7,000	(1,509)
General Expenses	-	250	250
Telephone	254	375	121

Town of Mattawa
Detailed Income Statement
June 30, 2026

	Actual YTD	Budget YTD	Variance
Internet	367	313	(54)
Lease	(15,000)	(15,000)	-
Total Curling Club:	105,185	102,554	(2,631)
Cultural			
Library			
Total Cultural:	-	-	-
Total RECREATION & CULTURAL SERVICES:	496,637	495,981	(656)
PLANNING & DEVELOPMENT			
Planning & Zoning	-	1,250	1,250
LTC Home Property Purchase	10,000	10,000	-
LTC Home Construction	17,333	21,000	3,667
RSV Building Maintenance	-	2,500	2,500
RSV Building Insurance	12,929	13,000	71
RSV Legal Fees	-	1,958	1,958
Blue Sky Corp/CGIS	6,672	7,000	328
Project Management Fees - Dorion Road	-	-	-
Contracted Services	-	-	-
Capital Expenditures - Dorion	54,966	54,966	0
Tourist Promotion	-	250	250
Project Management Fee - Brook St	157,163	157,163	0
Project Management - Muniiciapl Landbank	24,289	25,000	711
Project Management Fee - CP Trestle	716	-	(716)
Project Management - Main St Con Link	42,808	42,808	(0)
Project Management-MB Bridge - Con Link	38,651	38,651	(0)
Official Plan Consulting Fees	24,439	25,000	561
Construction financing	-	-	-
Seniors Housing Debt Repayments	38,019	39,775	1,755
Total Planning & Development	427,986	440,321	12,335
SOCIAL SERVICES			
Mattawa Hospital Recruitment Contributio	13,770	13,770	0
Health Unit Levy	35,657	36,000	343
DNSSAB Levy	129,906	130,817	911
Casselholme Levy	34,278	34,279	0
Golden Age Requisition	4,600	4,600	-
Total Social Services	218,211	219,466	1,255
TOTAL EXPENDITURES	3,758,927	3,764,388	5,461
SURPLUS	176,920	37,486	139,435



INFORMATION REPORT

PREPARED FOR: MAYOR BÉLANGER AND MEMBERS OF COUNCIL
PREPARED BY: PAUL LAPERRIERE, CAO/TREASURER
TITLE: ENGINEERING SERVICES AGREEMENT
DATE: MONDAY, JULY 13, 2026
REPORT NO: 26-31R

BACKGROUND

Attached are two (2) Engineering Services Agreements for Council's approval.

ANALYSIS AND DISCUSSION:

The two (2) approved capital projects, Main Street Rehabilitation and the new Water Reservoir, state that it is the Town's responsibility to ensure that all engineer work that is undertaken is in accordance with industry standards.

As such, our engineers and planners of record, Jp2g, have provided Engineering Services requirements.

FINANCIAL CONSIDERATIONS

RELEVANT POLICY/LEGISLATION:

ATTACHMENTS:

Appendix A – Engineering Services Agreement – Main Street
Appendix B - Engineering Services Agreement – New Reservoir

RECOMMENDATION:

It is recommended that Council receives and accepts this report and further that Council directs the Mayor and CAO/Treasurer to execute the Engineering Services Agreement with Jp2g for both Main Street and the New Reservoir.

Proposed Motion # 1

BE IT RESOLVED THAT Council of the Corporation of the Town of Mattawa receives Report # 26-31R titled Engineering Services Agreement.

Proposed Motion # 2

BE IT RESOLVED THAT Council authorize the Mayor and CAO/Treasurer to sign and execute the Engineering Services Agreement with Jp2g Consultants Inc. for the Main Street Rehabilitation project and new water reservoir.



CLIENT/ENGINEER AGREEMENT FOR *PROFESSIONAL CONSULTING SERVICES*

2024
(VERSION 4.0)

**Association of Consulting Engineering Companies (Ontario)
in partnership with the Municipal Engineers Association**

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AGREEMENT

Dated the 27 day of April, 2026

BETWEEN

The Corporation of the Town of Mattawa

(hereinafter the "Client")

AND

Jp2g Consultants Inc. Engineers - Planners - Project Managers

(hereinafter the "Engineer")

WHEREAS the Client intends to: *(describe Project below)*

Reconstruct Main Street from Highway 17 Roundabout to Mauril Belanger Bridge

(hereinafter the "Project")

AND WHEREAS the Client has requested the Engineer to furnish professional Services in connection with the Project, and the Engineer desires to perform such Services.

NOW THEREFORE, in consideration of the covenants contained herein, the Client and the Engineer mutually agree as follows:

Jp2g Consultants Inc. will provide Project Management and Construction Administration services during construction including:

- Site Review
- Coordination of Excess Soil Materials Management
- Convening Construction Meetings
- Liaison with Contractor
- Preparation and Issuance of Work Orders and Payment Certificates

Fees will be \$533,925 representing 12% of Total Project Cost \$4,355,487. MTO contribution under the Connecting Link Program is \$3,177,000

Page 1 of 30

DEFINITIONS

For the purpose of this Agreement, the following definitions shall apply:

Agreement

The Agreement means this written agreement between, and as executed by, the Client and the Engineer.

Additional Services

Additional Services are services that are not included or contemplated as part of the Services to be provided under this Agreement at the time of its execution and which may be added to the Services upon the written agreement of the Client and the Engineer.

Arbitration Act

Arbitration Act means the *Arbitration Act, 1991*, S.O. 1991, C. 17, and the regulations made thereunder, as may be amended.

Budget of the Work

The Budget of the Work is the maximum amount the Client is prepared to spend on the Work, including contingency allowances, if any.

Business Day

Business Day means any day other than a Saturday, Sunday, a statutory holiday, a statutory vacation day that is observed by the construction industry in the area of the Site, a statutory holiday observed by municipalities in the Province of Ontario, a statutory holiday in the area of the Site, or a statutory holiday in the Province of Ontario.

Change

Change has the meaning given to it in Subsection 1.3.1 of this Agreement.

Claims

Claims has the meaning given to it in Subsection 1.12.1 of this Agreement.

Client

Client means the person identified as such in the Recitals hereof.

Consequential Damages

Consequential Damages means (i) any consequential, indirect, exemplary, or special damages, and (ii) damages of any kind, however caused or characterized, for loss of actual or anticipated revenue or

profits, standby time, interest expenses, overhead, business interruption, loss of reputation, loss of use, loss of business opportunity, increased capital or operating costs, or increased financing costs.

Construction Act

Construction Act means the *Construction Act*, RSO 1990, c C.30, and the regulations made thereunder, as may be amended.

Construction Contract

Construction Contract means any contract or written agreement between the Client and a Contractor for performance of all or part of the Work.

Construction Documents

Construction Documents means all documents related to performance of the Work issued by or through the Engineer or Client and which shall be incorporated by the Client into the Construction Contract. The Construction Documents include all variations and modifications thereto as issued by or approved by the Engineer.

Contract Documents

Contract Documents are those documents identified in Subsection 1.1.1 of this Agreement, as may be amended by the parties in writing from time to time.

Contractor

A Contractor is a person or entity that has contracted with the Client under a Construction Contract to perform all or part of the Work.

Cost of the Work:

Cost of the Work means the total actual cost incurred by the Client, including the actual cost of all materials, equipment, labour and contractors' overhead and profit and any applicable fees, tariffs or levies, for completion of the Work for which the Engineer prepares Deliverables under this Agreement. The Cost of the Work shall not include any fees and disbursements due to the Engineer under this Agreement, the Client's engineering and office expenses, or the cost of land. Where applicable, the following shall apply when determining the Cost of the Work:

- (i) Wherever the Client furnishes labour or other service which is incorporated in the Work, the current price of labour or other service when the Work was executed shall be used to compute the Cost of the Work.
- (ii) Whenever used materials or equipment is furnished by or on behalf of the Client, the fair market value of such materials or equipment, as though it was purchased new, shall be used to compute the Cost of the Work, subject to approval by the Client.

- (iii) In computing the Cost of the Work, no deductions shall be made on account of any penalties or damages claimed by the Client from any contractor or on account of any other sum withheld from any contractor.

For certainty, Cost of the Work excludes Value Added Taxes.

Deliverables

Deliverables are the designs, drawings, plans, models, specifications, studies, reports, photographs, sketches, graphic representations, materials, software, concepts, products, processes, surveys, calculations and other data, information and deliverables, in any form (including in hard copy or electronic form), prepared by or on behalf of the Engineer as part of the Services.

Engineer

Engineer means the person identified as such in the Recitals hereof.

Engineer's IP

Engineer's IP means all patents, trademarks, copyrights, industrial or other intellectual property rights arising or resulting from performance of the Services, including those which are developed, patentable, capable of trademark, first reduced to practice or otherwise produced by or resulting from the Services rendered by the Engineer. For certainty, Engineer's IP includes any and all intellectual property rights in the Deliverables.

Engineer's Staff

Engineer's Staff has the meaning given to it in Subsection 1.5.1 of this Agreement.

Force Majeure

Force Majeure means an event which causes a party to be delayed in performing, or unable to perform, its obligations under this Agreement in whole or in part, and which meets all of the following criteria: (a) the event and its effects are beyond such party's reasonable control; (b) such party could not reasonably have prevented, overcome or removed the event and its effects by commercially reasonable efforts and due diligence; and (c) the event and its effects do not result from such party's impecuniosity or negligence. For certainty, the following events shall constitute events of Force Majeure:

- (i) fire, unusual delay by common carriers or unavoidable casualties;
- (ii) act of God, war, civil commotion, rebellion, terrorism, revolution, insurrection, military or usurped power, hostilities (whether war be declared or not), invasion, or acts of foreign enemies;
- (iii) labour dispute, strike, lockout or picketing;
- (iv) action or inaction by a government authority;

- (v) abnormally adverse weather conditions; and
- (vi) pandemics, epidemics or other public health emergencies (including those resulting from diseases, influenzas, coronaviruses and other viruses) and related governmental actions (including quarantines, business closures and travel restrictions relating to public health emergencies).

OHSA

OHSA means the *Occupational Health and Safety Act*, RSO 1990, c. O.1, and the regulations made thereunder, as may be amended.

Other Municipality

Other Municipality means a municipality as defined under the *Municipal Act, 2001*, SO 2001, c. 25, as may be amended, that is located within the Province of Ontario and that is not the Client.

Professional Engineers Act

Professional Engineers Act means the *Professional Engineers Act*, RSO 1990, c P.28, and the regulations made thereunder, as may be amended.

Project

The Project is the total endeavour contemplated under this Agreement as identified in the Recitals hereof and of which the Services and the Work may be the whole or a part.

Recitals

The Recitals include all information set out on the first page of this Agreement.

Schedule

The Schedule means the schedule for performance of the Services set out in Subsection 1.10.1.

Services

The Services are those services to be provided by the Engineer as set out in Article 2 of this Agreement.

Shop Drawings

Shop Drawings means the drawings, diagrams, illustrations, schedules, performance charts, brochures, and other data that are to be provided by the Contractor or by others to illustrate details of portions of the Work.

Site

The Site is the site or location of the Work as identified in the Contract Documents and includes the actual work site and other locations where the checking of materials, equipment and workmanship is carried out.

Subconsultant

A Subconsultant is any person or entity that has entered into a contract or written agreement with the Engineer for performance of all or part of the Services.

Sublicense

Sublicense has the meaning given to it in Subsection 1.7.3.3 of this Agreement.

Sublicensee

Sublicensee has the meaning given to it in Subsection 1.7.3.3 of this Agreement.

Standard of Care

The Standard of Care means the degree of care, skill and diligence normally provided by a reasonable and prudent engineer providing comparable services for projects of a similar nature at the same time and in the same or similar locale as the Project, including as required by the Professional Engineers Act.

Value Added Taxes

Value Added Taxes means those taxes as shall be levied upon costs, fees and expenses, including the Engineer's compensation, by the federal or any provincial or territorial government and is computed as a percentage of such compensation, costs, fees and expenses and includes the Goods and Services Tax, the Quebec Sales Tax, the Harmonized Sales Tax, and any similar tax, the collection and payment of which are imposed by tax legislation.

Work

The Work is the total construction and related services required by the Construction Contract, but does not include the Services or the services of other consultants engaged by the Client for the Project.

ARTICLE 1 – GENERAL CONDITIONS

1.1 The Agreement

- 1.1.1 The Agreement is made up of the following terms, conditions, schedules and other documents, which form part of and are incorporated into the Agreement and which, in the event of conflict, shall have the following order of priority, from highest to lowest:

1. Supplementary Conditions, if any;
2. Recitals;
3. Definitions;
4. Article 1 – General Conditions;
5. Article 2 – Services To Be Provided;
6. Article 3 – Fees And Disbursements;

The following additional attachments, if any:

- 7.

1.2 The Services

- 1.2.1 The Client hereby retains the Engineer for performance of the Services in connection with the Project, and the Engineer agrees to provide such Services in accordance with the Standard of Care and the Contract Documents, and for the compensation as set out in Article 3 to this Agreement.
- 1.2.2 The Engineer represents that it is a person or entity licensed to practice in the Province of Ontario and, as such, the Client acknowledges that the Engineer has obligations under law and pursuant to the Engineer's professional status, which include requirements to exercise judgement and ensure public safety.
- 1.2.3 The Engineer shall not be responsible for:
- .1 performance of the Construction Contract or for any Contractor or other person's failure to carry out the Work in accordance with the Construction Contract;
 - .2 performance of the Work or of any other services by any Contractor, other consultant of the Client, or other person outside the Engineer's control;

- .3 control of the means, methods, techniques, schedules, sequences or procedures of construction for the Work or Project; or
 - .4 commissioning or startup of equipment for the Work or Project;
- 1.2.4 Where the Services include administration of a Construction Contract by the Engineer each of the following shall apply:
- .1 The Engineer shall have authority to act on behalf of the Client, but only to the extent set out in the Contract Documents. Such authority may only be modified by written consent of the Engineer and Client.
 - .2 The Engineer shall have authority to:
 - (i) reject Work that is not in conformity with the Construction Contract;
 - (ii) require special inspection or testing of Work, whether or not such Work has been fabricated, installed or completed; and
 - (iii) order minor adjustments in the Work that are consistent with the intent of the Construction Contract provided such adjustments do not involve an adjustment to the Client's costs under the Construction Contract or to the schedule requirements of the Construction Contract.
 - .3 The Engineer shall be included on all relevant communications, written and otherwise, between the Client and any Contractor and between the Client and any other consultants engaged on the Project.
 - .4 Notwithstanding express or implied acceptance by the Engineer of the Work or services performed by a Contractor or other consultant engaged by the Client, such persons shall remain responsible to the Client for the proper performance of the Work or their services, as applicable.
 - .5 The Engineer's review of Shop Drawings shall be restricted to checking general conformance with information given and the design concept expressed in the Construction Documents, and shall not be relied on for determining the feasibility or constructability of the Work detailed within the Shop Drawings or the accuracy or completeness of instructions for installation.
- 1.2.5 Where the Services include issuance by the Engineer of any certificate for payment under a Construction Contract, such issuance shall constitute a representation by the Engineer that, based on visits to the Site at intervals appropriate to the progress of the Work as determined by the Engineer in its professional judgment and on review of the Contractor's schedule of values and application for payment:
- .1 the Work has progressed to the value indicated;

- .2 to the best of the Engineer's knowledge, information and belief, the Work observed is in general conformity with the Construction Contract; and
- .3 the Contractor is entitled to payment in the amount certified.

For certainty, issuance of a certificate of payment shall not be a representation that the Engineer has investigated or examined the Contractor's use of the funds paid by the Client or that the Contractor has complied with its legal obligations.

- 1.2.6 The parties shall each advise the other in writing of their requirements in connection with the Project, which shall include for the Client, advising the Engineer of the Budget of the Work and any scheduling or time constraints, and for the Engineer, advising of all information, documents and data required for performance of the Services.
- 1.2.7 The Engineer shall not be liable for any changes to the Services resulting from undisclosed, undiscovered, or unknown conditions at the Site, including those resultant from the discovery of hazardous or toxic substances at the Site. Should the Engineer observe or discover any condition at the Site that materially differs from the Contract Documents, it shall promptly notify the Client in writing of such observation or discovery and the nature of the changes to the Services that may be required, and shall not proceed with the change until approved by the Client.

1.3 Changes and Additional Services

- 1.3.1 The parties acknowledge that, from time to time, circumstances may dictate a need to delete, extend, increase, vary or otherwise alter the Services as originally contemplated in this Agreement (a "Change"). Where a party identifies such need for Additional Services, that party shall, within seven (7) calendar days after becoming aware of the Change, notify the other party setting out the facts and circumstances giving rise to the Change. Where the parties agree that Additional Services are required, the parties shall record their agreement in writing and such Additional Services shall be performed on a "time" basis as set out in Subsection 3.1.5, or as otherwise agreed by the parties in writing.
- 1.3.2 Where the Client does not agree there has been a Change or that Additional Services are warranted, or where the Client requires the Engineer to proceed with Additional Services before agreement can be reached regarding any resultant adjustments to the Schedule or the Engineer's compensation under this Agreement, the Client may issue a written direction to the Engineer requiring the Engineer to proceed with such Additional Services. Within five (5) Business Days of receipt of such direction, the Engineer shall provide the Client with written notice of any anticipated impacts to the Engineer's remuneration or the Schedule, including estimates of such impacts.
- 1.3.3 The parties shall resolve any dispute in respect of a Change in accordance with Section 1.14, and shall otherwise continue to perform all Services and obligations which are not subject to dispute.
- 1.3.4 Where the Engineer reasonably considers emergency services to be necessary in order to meet its professional obligations, the Engineer shall promptly notify the Client and shall

undertake such services as Additional Services and the costs for such services shall be recoverable by the Engineer in accordance with this Section 1.3.

- 1.3.5 If the Engineer intends to make a claim for an increase to its compensation under this Agreement, or if the Client intends to make a claim against the Engineer for a credit or reduction to the Engineer's compensation under this Agreement, the party that intends to make such a claim shall give written notice to the other party of its intent to claim within ten (10) Business Days of becoming aware of the event or series of events giving rise to the claim. The written notice to be given pursuant to this Subsection 1.3.5 shall include all details and supporting documentation regarding the claim available at such time and the claiming party shall thereafter submit all such details and supporting documentation to the other party within five (5) Business Days of such details and supporting documentation becoming known or available, as applicable. Where the party making a claim fails to provide notice or details and supporting documentation within the time stipulated in this Subsection 1.3.5 and such failure prevents the Client or Engineer from mitigating or minimizing Claims resultant from the event or series of events giving rise to such claim or otherwise causes the other party loss or damage, then the party making the claim shall be barred from bringing the subject claim.
- 1.3.6 For certainty, in no event shall the Engineer be obligated to perform Additional Services unless it has first received written direction to do so from the Client.

1.4 Client Obligations

- 1.4.1 The Client acknowledges that it shall promptly fulfill its obligations as set out under this Agreement in order to allow the Engineer's efficient performance of its Services in accordance with the Schedule.
- 1.4.2 The Client acknowledges that, in order to avoid any delay, it shall promptly examine and respond to requests for information or decisions submitted by the Engineer.
- 1.4.3 The Client further agrees that it shall include the Engineer in any value analysis and preparation of the estimates of the Cost of the Work.
- 1.4.4 Unless otherwise set out in the Contract Documents, it shall be the responsibility of the Client to obtain and pay the costs of all required consents, approvals, licenses, and permits from authorities having jurisdiction.
- 1.4.5 Additional obligations of the Client, if any, are set out in Article 2.

1.5 Staff and Subconsultants

- 1.5.1 Prior to commencement of the Services, the Engineer shall provide the Client with a list of its staff to be employed on the Project, including the Engineer's principals and executives (the "Engineer's Staff"). The Engineer shall employ only competent personnel who will be under the supervision of a senior member of the Engineer's Staff. The Engineer shall give the Client written notice of any changes to the Engineer's Staff and the Client and the Engineer shall work cooperatively to address any issues associated with changes to the Engineer's Staff.

1.5.2 The Engineer may engage Sub-Consultants for specialized services provide that prior approval is obtained, in writing, from the Client and may add a mark-up of _____% of the cost of such Services to cover office administration costs when claiming reimbursement from the Client.

1.5.3 To the extent expressly specified as part of the Services, the Engineer shall coordinate the activities of other consultants engaged by the Client in respect of the Project.

1.6 Contract Documents

1.6.1 Subject to Section 1.7, Project drawings and documents, or copies thereof, shall be shared between the parties as needed at no cost.

1.6.2 The Client agrees to provide the following to the Engineer, and will ensure that it notifies the Engineer of any changes in information as available and relevant in respect of the Services and the Work:

.1 a copy of the Contract Documents;

.2 information required for cost estimating, if applicable, as determined at the Client's discretion;

.3 the Budget of the Work; and

.4 all background documents available to the Client that are required by the Engineer for the execution of the Services and the Work.

1.6.3 The Engineer shall be entitled to rely upon the accuracy and completeness of records, information, reports, recommendations, surveys, data and specifications provided by the Client. Notwithstanding the foregoing, the Engineer confirms that it has reviewed the Contract Documents and, to the best of its knowledge, information and belief, has found no errors, omissions, inconsistencies or discrepancies. If the Engineer finds errors, omissions, inconsistencies or discrepancies in the Contract Documents or has any doubt as to the meaning or intent of any part thereof, the Engineer shall at once notify the Client in writing. The Client agrees that it shall promptly inform the Engineer by written notice if it becomes aware of any nonconformity with the requirements of the Construction Documents. Nothing in this Subsection 1.6.3 shall relieve the Engineer of responsibility for the Engineer's own errors and omissions.

1.7 Deliverables, Intellectual Property, Licensing

1.7.1 The Client shall give due consideration to all Deliverables submitted by the Engineer, and shall make any decisions which they are required to make in connection therewith within a reasonable time so as not to delay performance of the Services as required by this Agreement. The Client shall promptly notify the Engineer in writing in the event that the Client discovers any error, omission or inconsistency in the Deliverables.

1.7.2 The Engineer shall retain ownership of the Engineer's IP. The Deliverables shall be and remain the property of the Engineer. The parties acknowledge and agree that the Engineer shall retain original copies of the Deliverables and any parts of the Construction Documents created by the Engineer, which the Client has not specifically commissioned and paid for. The Client is entitled to keep a copy of the Deliverables for its records, and may only use the Deliverables and any such copies in accordance with the license rights granted under this Agreement.

1.7.3 Except in the event of termination of this Agreement by the Engineer pursuant to Subsection 1.11.3 and provided that the Client has paid all compensation due and owing to the Engineer under this Agreement, the Client shall have a permanent, non-exclusive and royalty-free license to:

.1 Use and reproduce the Deliverables and any Engineer's IP therein in connection with the Work and Project, including for the purposes of constructing, using, occupying, maintaining, repairing, renovating, altering, and/or adding to the Work and the Project.

~~.2 Use and reproduce the Deliverables and any Engineer's IP therein in connection with other works and projects of the Client that are similar to the Work and Project, as determined by the Client, acting reasonably, including for the purposes of constructing, using, occupying, maintaining, repairing, renovating, altering, and/or adding to other works or projects of the Client.~~

~~.3 Grant sublicenses (each, a "Sublicensee") to Other Municipalities (each, a "Sublicensee") for use and reproduction of the Deliverables and any Engineer's IP therein in connection with works and projects of Other Municipalities that are similar to the Work and Project, as determined by the Client, acting reasonably, including for the purposes of constructing, using, occupying, maintaining, repairing, renovating, altering, and/or adding to such works or projects of Other Municipalities. Each Sublicensee shall be subject to an agreement on terms and conditions consistent with the terms of and conditions of the license granted under Subsection 1.7.3.1 and is no more permissive than such license. For clarity, no Sublicensee shall include the right to grant further sublicense under the Deliverables or any Engineer's IP therein. The Client shall be responsible for ensuring that each Sublicensee complies with the terms and conditions of any sublicense agreement to which the Sublicensee is a party. Any act or omission of a Sublicensee which would be a breach of this Agreement if performed by the Client shall be deemed to be a breach by the Client.~~

1.7.4 Any and all license rights granted under Subsection 1.7.3 are subject to the following conditions which are expressly acknowledged and agreed to by the Client:

.1 No license granted is exclusive with respect to the Engineer's IP and nothing in this Agreement shall be deemed to derogate from the Engineer's ownership and full right to use the Engineer's IP for any other site, work or project.

.2 Any alteration, modification or amendment to the Deliverables that is not performed by the Engineer (whether for the Work, the Project or any other work or project) shall be at

the Client's sole risk and the Client will not hold out that any such changes to the Deliverables were approved, reviewed or otherwise accepted by the Engineer.

- .3 The Engineer shall bear no liability in respect of any use of the Deliverables and any Engineer's IP therein for any location other than the Site or for any work or project other than the Work or the Project for which the Deliverables were intended and the Client shall indemnify the Engineer from and against any and all Claims in any way arising out of or related to: (i) alteration, modification or amendment to the Deliverables by the Client, any Other Municipality, the Client's and any Other Municipality's other consultants, contractors, subcontractors, suppliers, agents, employees or tenants, or any other person for whom the Client or Other Municipality (as applicable) is responsible at law; (ii) use of the Deliverables and any Engineer's IP therein in connection with any other work or project of the Client except the extent, if any, the Engineer performed services for such other work or project of the Client; and/or (iii) use of the Deliverables and any Engineer's IP therein by any Other Municipality for any other work or project of such Other Municipality, except to the extent, if any, the Engineer performed services for such other work or project of the Other Municipality. For certainty, the Client's liability for Claims under this Subsection 1.7.4.3 shall include the obligation to reimburse the Engineer for all legal fees (including costs of defense) reasonably incurred by the Client as a direct result of such Claims on a full indemnity basis.
 - .4 The Client shall give the Engineer written notice of any Sublicense granted pursuant to Section 1.7.3.3 identifying the person to whom such Sublicense was granted and the intended use of such Sublicense within 30 calendar days of such Sublicense having been granted. For certainty, the right to grant Sublicenses pursuant to Section 1.7.3.3 is exclusive to the Client and does not include the right of any sublicensee to grant further sublicenses or sub-sublicenses to any Other Municipalities or other persons.
- 1.7.5 The Engineer represents and warrants that its Deliverables do not infringe the patent, copyright, trademark or other intellectual property rights of another person. The Engineer shall indemnify the Client in the event of any Claims suffered by the Client resultant from the Engineer's breach of this Subsection 1.7.5.
- 1.8 Confidential Information**
- 1.8.1 Neither party shall divulge any specific information identified as confidential, communicated to or acquired by them, or disclosed by the other party in the course of carrying out their obligations under this Agreement. These obligations of confidentiality shall not apply to information which is in the public domain, which is provided to the receiving party by a third party without obligation of confidentiality, which is independently developed by a party without access to the other party's information, or which is required to be disclosed by law or court order. No such received, confidential information shall be used by one party on any other project without the prior written approval of the other party.
 - 1.8.2 Each party agrees to obtain the consent in writing of the other before publishing or issuing any confidential information regarding the Project.

1.9 Inspection, Records and Audit

1.9.1 The Client, or persons authorized by the Client, shall have the right, upon reasonable notice and at all reasonable times during business hours, to inspect or otherwise review, at the offices of the Client, any and all documents and records in relation to the Services performed, or being performed, under the Project and at the Site.

1.9.2 Where Services are to be performed on a time and materials basis:

- .1 the Engineer shall keep a detailed record of the hours worked by staff employed for performance of the Services in order to provide data for the calculation of fees; and
- .2 the Client may inspect the Engineer's applicable timesheets and records of expenses and disbursements at all reasonable times during business hours.

1.9.3 The Engineer, when requested by the Client, shall provide copies of receipts with respect to any disbursement for which the Engineer claims payment under this Agreement.

1.9.4 For seven (7) years after the expiry date or any date of termination of the Agreement, the Engineer shall maintain all necessary records to substantiate (i) all charges and payments under the Agreement and (ii) that all Deliverables were provided in accordance with the Agreement.

1.10 Time for Performance and Delays

1.10.1 Unless agreed otherwise by the parties in writing, the Engineer shall:

- .1 commence the Services by April 1, 2026, and
- .2 complete the Services upon the later of (i) or (ii) year(s), month(s), 4 week(s) after completion or abandonment of the Work.

1.10.2 The Engineer shall perform the Services expeditiously and in such sequence as the Client may reasonably require to ensure efficient and orderly progress of the Project and the Work and in accordance with the Schedule or any other schedule for such performance of the Services as agreed to by the parties in writing.

1.10.3 In the event that the start of the Project is delayed for sixty (60) calendar days or more in a manner that materially affects the ability to deliver the Services for reasons beyond the control of the Engineer, the Engineer shall have the right to renegotiate the Agreement before the commencement of the Project.

1.10.4 Except with respect to payment obligations already in process, neither party shall be liable for any delay or failure in performance of their respective obligations under this Agreement to the extent caused by or resultant from an event of Force Majeure.

1.10.5 Upon the occurrence of a Force Majeure event, the impacted party shall notify the other in writing with reasonable promptness and, in any event, no later than seven (7) calendar days after becoming aware of the Force Majeure event, explaining the facts and circumstances and the Client and Engineer shall then cooperate to establish a mutually acceptable revision to the timing for performance of the subject obligation, including to the Schedule, as necessary and applicable.

1.11 Suspension or Termination

1.11.1 The Client may, at any time upon fourteen (14) calendar days' written notice, suspend the Services or any portion thereof at any stage of the Project. Upon receipt of such written notice, the Engineer shall perform no further Services other than those reasonably necessary to safely close out their Services, and otherwise suspend all operations in respect of its Services or such part of the Services which may be identified as suspended. In such an event, and except to the extent that the suspension was required as a result of the Engineer's negligence or breach of this Agreement, the Engineer shall be entitled to payment for the direct costs reasonably incurred by the Engineer as a direct result of such suspension, and the Schedule shall be extended for such reasonable time as the Client and Engineer may together decide. In no event shall such costs include Consequential Damages. The Engineer will make every effort to mitigate costs, expenses and impacts to the Client resultant from suspension.

1.11.2 If the period of suspension is ninety (90) calendar days or less, upon notification by the Client, the Engineer will resume the performance of the Services as soon as practicable and in any event within seven (7) calendar days in accordance with the terms of the Agreement. If the period of suspension exceeds ninety (90) calendar days, no Services will be resumed or be completed in accordance with the terms of the Agreement prior to the parties having agreed upon the resumption and its terms and conditions, unless the suspension was required as a result of the Engineer's negligence or breach of this Agreement in which case the Engineer's agreement is not required. Failing agreement on the resumption and its terms and conditions, the notice of suspension will be deemed to be a notice of termination and Subsection 1.11.5.2 shall apply.

1.11.3 Without limiting the rights and obligations in Subsection 1.11.2, where an event of Force Majeure resulting in suspension of the Services continues for a period of ninety (90) calendar days or more, the Engineer shall not resume the Services until the parties have agreed upon the terms and conditions for their resumption. The parties shall work cooperatively to endeavour to reach an agreement. Failing such agreement, either party may elect to terminate the Agreement upon provision of ten (10) Business Days' written notice to the other.

1.11.4 Either party may terminate this Agreement:

- .1 upon seven (7) calendar days' written notice to the other party and without further liability in the event the other party is in material breach of this Agreement and fails to remedy such breach within seven (7) calendar days of receiving written notice of the breach, provided that the breach was not caused or contributed to by the party seeking to terminate this Agreement; or

- .2 immediately upon notice if the other party becomes insolvent or files for or is put in bankruptcy or makes a general assignment in favour of its creditors, or if all or any part of its property is put under receivership.
- .3 Upon such termination by either party, unless due to negligence, the Client shall pay the Engineer for all Services performed to the date of termination.

Where such termination is by the Engineer, the Client shall also reimburse the Engineer for the direct costs reasonably incurred by the Engineer as a direct result of such termination, but not to include Consequential Damages.

1.11.5 In addition to the foregoing, the Client may terminate this Agreement as follows:

- .1 upon notice, if the Project is lawfully interrupted for more than ten (10) calendar days pursuant to an ordinance originating with a court or public authority having jurisdiction, in which case the Client agrees to pay the Engineer for the Services duly performed up to the date of termination; or
- .2 for convenience by giving the Engineer fourteen (14) calendar days' prior written notice of its intention to terminate, in which case the Client agrees to pay the Engineer for the Services duly performed up to the date of termination and to reimburse the Engineer for the direct costs reasonably incurred by the Engineer as a direct result of such termination, but not to include Consequential Damages; or
- .3 immediately upon notice of the death of the Engineer if the Engineer is an individual and deceases before their Services have been completed, in which case the Client shall pay for the Services duly performed up to rendered and disbursements incurred by the Engineer to the date of such termination.

1.11.6 All representations, indemnities, obligations of confidentiality and other obligations under this Agreement that by their nature are intended to survive termination shall so survive termination or expiration of this Agreement.

1.12 Indemnification

1.12.1 The Engineer shall indemnify the Client, including its respective parent, subsidiaries, affiliates, officers, directors, employees, agents, successors and assigns from and against any claims, liabilities, demands, losses, settlements, costs, expenses, penalties, damages, actions, suits, or proceedings ("**Claims**") arising from or caused by the Engineer's negligent acts, errors or omissions or breach of this Agreement or non-performance of its obligations under this Agreement. For certainty, the Engineer's liability for Claims under this Subsection 1.12.1 shall include the obligation to reimburse the Client for all legal fees (including costs of defense) reasonably incurred by the Client as a direct result of such Claims on a full indemnity basis.

1.12.2 Each party shall indemnify the other, including its respective parent, subsidiaries, affiliates, officers, directors, employees, agents, successors and assigns from and against any Claims by third parties that arise out of or are attributable to this Agreement or the Services, including Claims attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of

tangible property, to the extent that such Claims are attributable to or caused by the negligence or willful misconduct of the indemnifying party or anyone for whose acts the indemnifying party is responsible in law.

1.12.3 In no event shall either the Client or the Engineer be liable to the other, or their respective directors, officers or employees, for Consequential Damages arising out of or related to this Agreement, the Project, the Work or the Services.

1.12.4 The parties' liability for any and all Claims whatsoever, including, without limitation, in tort, contract, strict liability, indemnity or otherwise, arising out of, or in connection with this Agreement shall be limited as follows:

- .1 in respect to Claims suffered by the Client or Engineer, as the case may be, for which insurance is to be provided pursuant to Section 1.13, to the amount of such insurance that is required to be held for one claim or occurrence pursuant to Section 1.13.
- .2 in respect to Claims suffered by the Client or Engineer, as the case may be, for which insurance is not required to be provided pursuant to Section 1.13, to the total compensation to be paid to the Engineer pursuant to this Agreement.
- .3 in respect to Claims by third parties for direct loss resulting from bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, the obligation to indemnify is without limit. In respect to all other claims for indemnity as a result of Claims advanced by third parties, the limits set forth in Subsections 1.12.4.1 and 1.12.4.2 above shall apply.

1.12.5 To the fullest extent permitted by law, no shareholder, officer, director, partner, principal or employee of the Client or Engineer shall have personal liability under any provision of this Agreement or for any matter in connection with the Services provided.

1.13 Insurance

1.13.1 The Engineer shall provide and maintain at its sole expense the insurance coverage stipulated in this Agreement. Insurance is to be carried through locally licensed insurers with a minimum A Best rating or as otherwise acceptable to the Client. Certificates of insurance showing the following coverages shall be provided by Engineer upon request:

- .1 **Commercial General Liability Insurance:** Commercial General Liability Insurance shall be carried in the amount of \$ 5,000,000.00 per occurrence and \$ in the aggregate providing coverage for Bodily Injury, Property Damage, Products and Completed Operations Liability, Contractual Liability, and Severability of Interests. The Engineer shall include the Client as an "Additional Insured" and provide a waiver of subrogation in their favour.
- .2 **Automobile Insurance:** If used in the performance of the Engineer's Services, Automobile Liability Insurance, including bodily injury and property damage, in the amount of \$ 5,000,000.00 including any owned, leased, hired and non-owned automobiles.

- .3 **Professional Liability Insurance:** Professional Liability Insurance shall be carried in the amount of \$ 5,000,000.00 per claim and \$ in the aggregate. Insurance must be carried for a minimum of three years after Project completion, and, if applicable, shall have no exclusion for pollution, mold or asbestos coverage.
- .4 **Cyber Liability Insurance:** If there is exposure of the Engineer to confidential or personal data, Cyber Liability Insurance, with limits of at least \$ 2,000,000.00 per claim and \$ in the aggregate, to be maintained for the duration of this Agreement. Cyber liability is to respond to privacy and network security liability claims including:
- (i) Liability arising from theft, dissemination, and/or use of confidential information regardless of how the information is stored or transmitted.
 - (ii) Liability arising from (i) the unauthorized access to, use of, or tampering with computer systems, including hacker attacks; or (ii) the inability of an authorized third party to gain access to supplier systems, including denial of service, unless caused by a mechanical or electrical failure.
 - (iii) Liability arising from the introduction of a computer virus into, or otherwise causing damage to, a customer's or their person's computer, computer system, network, or similar computer-related property and the data, software, and programs thereon.
 - (iv) Crisis-management expenses (i.e., notification, public relations, reputation damage, forensics, etc.) for a data breach.
- .5 **Worker's Compensation:** The Engineer shall provide evidence of compliance with workers' compensation legislation at the Site.

1.13.2 **Additional Coverage:** If the Client requests to have the amount of coverage increased from that detailed in the Contract Documents or requests other special insurance for this Project, then the Engineer shall endeavour forthwith to obtain such additional or special insurance at the Client's expense as a disbursement.

1.13.3 It is understood and agreed that the coverage provided by the foregoing policies will not be materially changed or cancelled by the Engineer until thirty (30) calendar days' written notice to the Client of such material change or cancellation has been delivered.

1.13.4 The Client shall ensure that, where applicable, its other consultants have adequate insurance in respect of the services they will provide for the Project, including with respect to professional liability insurance.

1.13.5 For the purpose of meeting the limit of insurance required in Subparagraphs 1.13.1.1 and 1.13.1.2, the Engineer may use a combination of Commercial General Liability/Automobile Liability supported by Umbrella Liability or Excess Liability to meet the required limits of insurance.

1.14 Dispute Resolution

1.14.1 Subject to the Construction Act and all applicable laws, the parties agree that all disputes in respect of this Agreement or the Services shall be addressed as set out in this Section 1.14. Notwithstanding any dispute, it shall be the responsibility of each party to continue to perform its obligations under this Agreement pending resolution of such disputes.

1.14.2 Negotiation.

- .1** In the event a matter of difference arises between the Engineer and the Client in relation to the Agreement, the grieved party shall send a written notice of dispute to the other party which contains the particulars of the matter in dispute and the relevant provisions of the Contract Documents. The responding party shall provide a written response to the grieved party within ten (10) Business Days after receipt of the notice of dispute setting out particulars of this response and any relevant provisions of the Contract Documents.
- .2** The Engineer and the Client shall make all reasonable efforts to resolve their dispute by amicable negotiations and agree to provide, without prejudice, frank, candid and timely disclosure of any and all relevant facts, information, and documents to facilitate these negotiations.
- .3** In the event of failure by the Engineer and the Client to reach agreement within ten (10) Business Days of receipt of the responding party's reply, or if either party concludes that further negotiation is unlikely to result in agreement, the matter shall be referred to mediation as provided in Subsection 1.14.3 herein unless either party elects to terminate the negotiations and forego mediated negotiations by giving written notice to the other party within such ten (10) Business Days of receipt of the responding party's reply.

1.14.3 Mediation.

- .1** Where neither party has given written notice foregoing mediated negotiations pursuant to Subsection 1.14.2.3, this Subsection 1.14.3 shall apply.
- .2** The Engineer and the Client shall jointly select an impartial mediator who shall be, preferably, properly qualified in the area of work as contemplated by this Agreement. In the event that the parties, acting reasonably, cannot agree on a mediator, the candidates selected by the parties shall, acting reasonably, choose a third party to act as the Mediator.
- .3** The Mediator shall meet with the parties within ten (10) Business Days after the selection of the Mediator, or as soon thereafter as is practicable, to attempt to mediate and resolve the dispute. The Engineer and the Client shall observe such reasonable procedures for conducting the mediation as the Mediator may reasonably request.
- .4** If no agreement is reached upon mediation, or if either party concludes that further mediation is unlikely to result in agreement, then either the Engineer or the Client may

request the Mediator to recommend (and only recommend) a basis, or bases, for resolution of the dispute. The Mediator shall, after consideration of the parties' positions and written submissions (if so requested), issue a written recommendation in this regard. Any recommended basis for resolution shall have absolutely no binding effect upon either party unless both parties agree to accept it and shall be without prejudice to the parties' positions in any further proceeding.

- .5 If no agreement is reached the mediator will terminate the mediated negotiations by giving written notice to the Client and Engineer.
- .6 All meetings and proceedings shall be held in the municipality of the Client or a reasonable alternate at a time and location as determined by the parties.
- .7 The costs and expenses of the Mediator shall be shared equally by the Engineer and the Client.

1.14.4 Arbitration.

- .1 By giving written notice to the other party within ten (10) Business Days after the date of termination of the negotiations pursuant to either Subsection 1.14.2.3 or 1.14.3.5, either party may refer such matter as is arbitrable to arbitration as provided in this Subsection 1.14.4.
- .2 Where neither party has given written notice pursuant to Subsection 1.14.4.1, on expiration of the ten (10) Business Days the arbitration agreement under this Subsection 1.14.4 is non-binding on the parties and the parties may refer the unresolved dispute to the courts or to any other form of dispute resolution, including arbitration, which they have agreed to use.
- .3 In the event that the parties are unable to settle any dispute between them which is under mediation, either party may refer such matter to arbitration as provided herein:
 - (i) The Client and the Engineer shall select an arbitrator within ten (10) Business Days of the submission of a dispute to arbitration under this Subsection 1.14.4, which arbitrator shall be neutral and independent of the parties. If the parties are unable to agree on an arbitrator, either party shall be at liberty to seek an appointment of an arbitrator upon application under the Arbitration Act.
 - (ii) The arbitration shall be conducted in accordance with the provisions of the Arbitration Act, unless the parties otherwise agree. If the issue in dispute is particularly time sensitive, the parties shall, in good faith, take such reasonable steps as may be required to expedite the arbitration process. In any event, all disputes shall be submitted to the arbitrator within thirty (30) calendar days of the selection of the arbitrator. All arbitration meetings and proceedings shall be held in the municipality of the Client or a reasonable alternate, at a time and location determined by the parties, but in any event no later than thirty (30) calendar days following the submission of the dispute to the arbitrator.

- (iii) In addition to the examination of the parties by each other, the arbitration panel may examine, in the ordinary course, the parties or either of them and the witnesses in the matter referred to the arbitration panel, and the parties and witnesses, if examined, shall be examined on oath or affirmation.
- (iv) The arbitration panel shall, after full consideration of the issues in dispute, the relevant facts and applicable law, render a decision within thirty (30) calendar days after argument of the issue to the arbitrator, which decision shall be final and binding on the parties and not subject to appeal or challenge, except such limited relief provided under subsection 45(1) (appeal on a question of law, with leave) or section 46 (setting aside award) of the *Arbitration Act*.
- (v) Each party shall bear its own costs and expenses incurred in the arbitration, and the parties shall share equally in the costs and expenses of the arbitrator.
- (vi) Any award of the arbitration panel may, at the instance of either of the parties to this Agreement and without notice to the other of them, be made an Order of the Superior Court of Ontario, pursuant to the *Arbitration Act* and the *Courts of Justice Act*, RSO 1990, c C.43.

1.14.5 Nothing in this Agreement shall prevent the right of either the Engineer or the Client to refer to adjudication any dispute which may be adjudicated under the Construction Act. Any such adjudication shall be governed by the provisions of Part II.1 CONSTRUCTION DISPUTE INTERIM ADJUDICATION of the Construction Act.

1.15 Miscellaneous

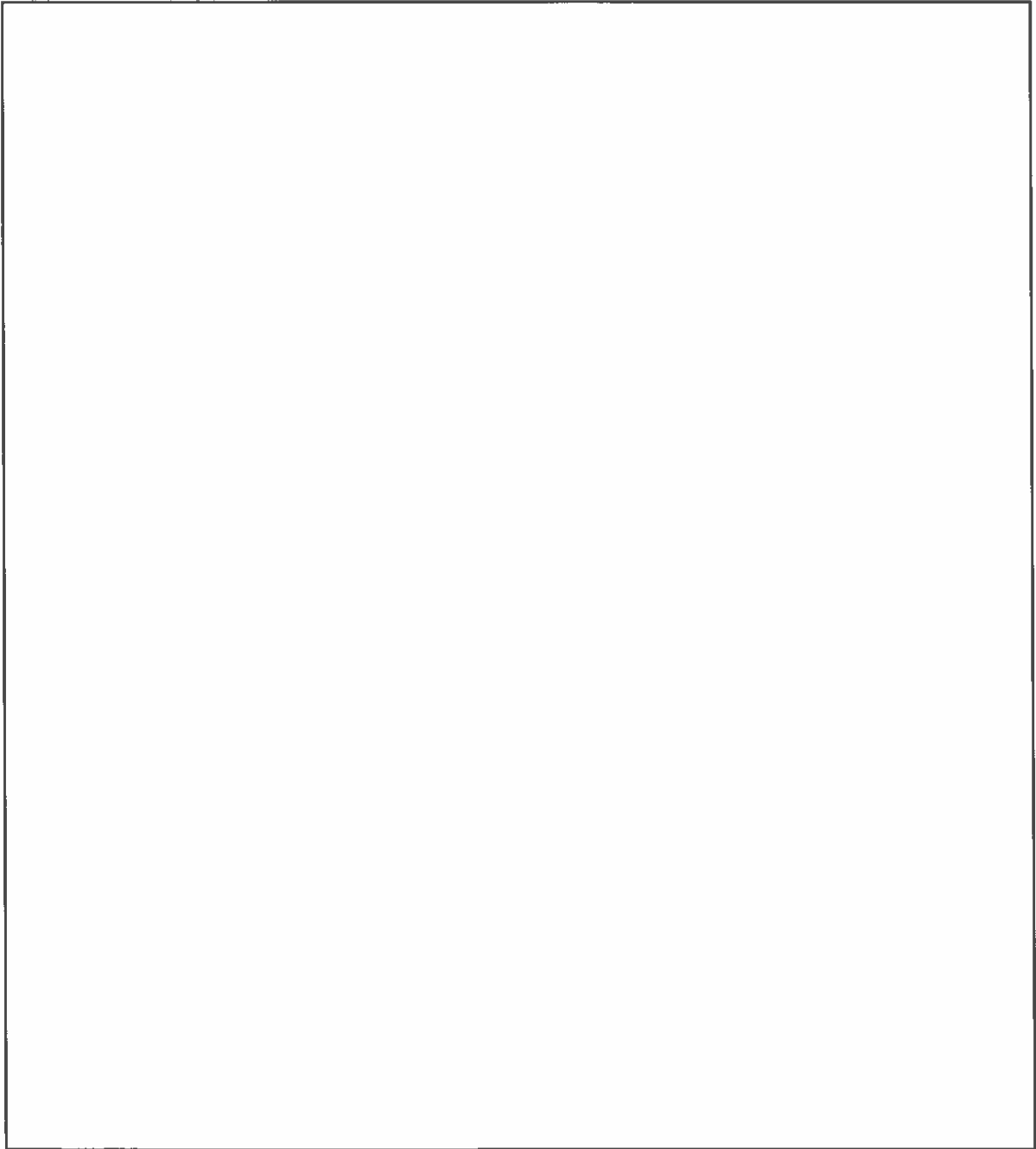
1.15.1 Unless previously agreed to by the Client or in accordance with the Client's purchasing policies, the Engineer or any person, firm or corporation affiliated with or subsidiary to the Engineer shall not tender for the construction of the Project or have an interest either directly or indirectly in any of the parties bidding on the construction of the Project.

1.15.2 Neither party may assign this Agreement or any portion thereof without the prior consent in writing of the other party which consent shall not be unreasonably withheld.

1.15.3 This Agreement supersedes all previous agreements, arrangements or understandings between the parties whether written or oral in connection with or incidental to the Project.

1.15.4 Unless otherwise provided in this Agreement, where the Services are subject to the approval or review of an authority, department of government, or agency other than the Client, such applications for approval or review shall be the responsibility of the Engineer, but shall be submitted through the offices of the Client and, unless authorized by the Client in writing, such applications for approval or review shall not be obtained by direct contact by the Engineer with such other authority, department of government or agency. Costs for all application fees shall be borne by the Client unless otherwise set out in the Contract Documents. The foregoing in no way limits the Engineer's responsibility to identify, understand and coordinate any and all approvals and permits required for the Project unless otherwise specified in the RFP or agreed to by the Client.

1.15.5 Any additional requirements regarding insurance, permits, approvals, etc. to be listed here. If there are no additional conditions, then this Subsection 1.15.5 is to be left blank.



[Remainder of page left intentionally blank. Article 2 follows.]

ARTICLE 2 – SERVICES TO BE PROVIDED

2.1 Engineer's Services

Services to be provided by Engineer in addition to its obligations set out in Article 1:

Site Review
Coordination of Materials Management
Convening Construction Meetings
Liaison with Contractor
Preparation and Issuance of Work Orders and Payment Certificates

2.2 Exclusions from the Engineer's Services

The following are expressly excluded from the Services:

Costs related to Aboriginal Consultation requirements subsequent to Notice of Project Commencement - Construction

Fees related to the design and construction administration of the Bangs Street retaining wall.

2.3 Responsibilities of the Client

Responsibilities of the Client in addition to those set out in Article 1:

Advertising in Mattawa Recorder
Posting on Town of Mattawa Website
Liaison with Property Owners/Operators
Forward correspondence as requested by Engineer

[Remainder of page left intentionally blank. Article 3 follows.]

ARTICLE 3– FEES AND DISBURSEMENTS

3.1 Basis of Payment for this Agreement

3.1.1 The Client will compensate the Engineer in accordance with the fees and charges for Services as set out in this Article 3. The parties have together determined that the following shall be the basis for such compensation (each as described in greater detail below):

- Percentage of Cost Basis
- Time Basis
- Upset Cost Limit Basis
- Lump Sum Basis

3.1.2 For certainty, all fees, irrespective of their basis, shall be in Canadian funds and exclusive of Value Added Taxes, which Value Added Taxes are to be added to each invoice. All payments shall be subject to the requirements of the Construction Act.

3.1.3 **Expenses.** Where compensation is on a “percentage cost”, “time” or “upset cost limit” basis, the Engineer shall, in addition to such compensation, be reimbursed for the actual cost plus an administrative charge of 5.00 %, for all reasonable expenses and disbursements properly incurred by the Engineer in connection with the Project including but not limited to: vehicle use charges, traveling and living expenses, long distance telephone charges, report production costs, photography, special delivery charges, supplies and equipment, field equipment costs, laboratory costs. Computer and office charges are considered part of overhead and shall not be invoiced as disbursements. For certainty, where compensation is on a “lump sum” basis, such compensation shall be deemed to include all such expenses and disbursements.

3.1.4 **Percentage of Cost Basis:** Where compensation is to be paid on a “Percentage of Cost Basis”, the Client shall pay the Engineer fees calculated as a percentage of the Cost of the Work as follows:

TYPE OF SERVICE	% OF COST OF THE WORK	
Project Management	\$150,000	3.4%
Construction Administration	\$383,925	8.8%
	Total Project Cost	\$4,355,487

1 Where compensation is to be paid on a “Percentage of Cost Basis”, payment shall be made as follows:

- (i) **Monthly Payment** – The Engineer shall submit an invoice to the Client for that part of the design of the Project completed in the immediately preceding month, calculated upon the basis of the Engineer’s estimate of the cost of that part of

the Project, and, if the Client agrees with such estimate and that such part has been completed, the Engineer will be paid the amount of the fee so invoiced. Any dispute in respect of the estimate shall be determined in accordance with Section 1.14 hereof.

- (ii) **On Award of Construction Contract** – Following the award of the Construction Contract, the Engineer shall recalculate their fee on the basis of the tender quantities and prices on which the Construction Contract was awarded, plus the estimated cost of materials and other services supplied by the Client. Upon such recalculation, the amount paid to the Engineer shall be adjusted to equal the full amount of the recalculated fee including the repayment by the Engineer of any overpayment made to the Engineer. Any dispute in respect of the updated estimate shall be determined in accordance with Section 1.14 hereof.
- (iii) **Delay of Award of Construction Contract** – In the event the Construction Contract is not awarded within 4 months of the acceptance of the Engineer's design by the Client, the final fee for design shall be determined as in Subsection 3.1.4.1(i) above, and Subsection 3.1.4.1(ii) shall not apply. Further services for the Project beyond the months will be undertaken on a "time" basis as set out below.
- (iv) **On Completion of the Work** – Following completion of the Work as defined in the Construction Act, the Engineer shall recalculate their fee on the basis of the Cost of the Work and upon such recalculation the amount paid to the Engineer shall be adjusted to equal the full amount of the recalculated fee including the repayment by the Engineer of any overpayment to the Engineer. Any dispute in respect of the calculation of fees shall be determined in accordance with Section 1.14 hereof.

3.1.5 Time Basis: Where compensation is to be paid on a "Time Basis":

- .1 The Client shall pay the Engineer a fee, calculated on a time basis, for performance of the Services. Fees on a time basis for all staff shall be at hourly rates based on job classifications as agreed to by the parties in writing.
- .2 If the Project is greater than one (1) year in duration, the Engineer may from time to time seek approval from the Client to adjust hourly rates and such approval shall not be unreasonably withheld.
- .3 All time expended on the Services, whether in the Engineer's office, at the Site, or elsewhere, excluding including travel time (eligibility of travel time shall be determined by the Client as outlined in the Terms of Reference), shall be chargeable.
- .4 When requested by the Client, the Engineer shall provide, for approval by the Client:
 - (i) An estimate of the total fees to be paid for the Services;

- (ii) A payment schedule showing an estimate of the portion of the Services to be completed in each month and an estimate of the portion of the fee which will be payable for each such month consistent with the Schedule; and
 - (iii) A list of Engineer's Staff showing the number, classifications and hourly rates for Engineer's Staff for which the Engineer will seek payment on a time basis. The Engineer shall relate such information to the particular type of work that such staff are to perform while employed on the Project. Such list shall designate the member of the Engineer's Staff who is to be the liaison person between the Engineer and the Client.
- .5 The Engineer will require prior written approval from the Client for any of the following changes:
- (i) Any increase in the estimated fees beyond those approved under Subsection 3.1.5.4(i);
 - (ii) Any change in the schedule which results in a longer period than provided in Subsection 3.1.5.4(ii); and/or
 - (iii) Any change in the number, classification and hourly rate ranges of the Engineer's Staff provided under Subsection 3.1.5.4(iii).
- .6 The Engineer shall submit an invoice to the Client for all Services performed and reimbursable expenses incurred, if any, in the immediately preceding month.
- 3.1.6 **Upset Cost Limit Basis:** Where compensation is to be paid on an "Upset Cost Limit Basis":
- .1 The Engineer shall be paid a fee, calculated on a "Time Basis", for the Services in accordance with Subsection 3.1.5.
 - .2 The parties further agree that, notwithstanding Subsections 3.1.3 and 3.1.6.1, the total fees and disbursements to be paid by the Client to the Engineer for the Services shall not exceed the total upset amount of \$ N/A plus Value Added Taxes.
 - .3 Notwithstanding Subsections 3.1.6.1 and 3.1.6.2, the Client, at its sole discretion, may limit the fees and disbursements paid by the Client to the percentage equivalent of Project completion in the opinion of the Client.
- 3.1.7 **Lump Sum Basis:** Where compensation is to be paid on a "Lump Sum Basis":
- .1 Fees for the Services will be the fixed fee of \$ N/A, which fee is inclusive of all labour, disbursements, reimbursable expenses, overhead and profit.
 - .2 Progress invoices will be issued monthly for an amount based on the percentage of Services completed, except that where the parties have agreed to payment of the lump sum on the basis of milestones, progress invoices shall be issued following achievement of each milestone for the amount of the agreed-to milestone payment.

- .3 If the Project is abandoned or delayed for any reason beyond the Engineer's control, the Client shall pay a fee for Services rendered to that date, plus the termination expenses reasonably incurred by the Engineer in winding down the Project.

3.2 Invoicing and Payment

3.2.1 All invoices submitted by the Engineer to the Client under this Agreement shall contain the following information (together with any other information required by the Construction Act):

- .1 The Engineer's name and address;
- .2 The date of the invoice and the period during which invoiced Services were supplied;
- .3 Information identifying the Agreement under which Services were supplied;
- .4 A description of the Services supplied;
- .5 The amount payable for the Services supplied, and a statement that payment is due upon receipt;
- .6 The name, title, telephone number and mailing address of the person to whom payment is to be sent;
- .7 If requested by the Client, a written report showing the portion of the Services completed in the preceding month; and
- .8 The following additional information (if any):

3.2.2 If the Client intends to dispute any invoice delivered by the Engineer, in whole or in part, the Client shall, within fourteen (14) calendar days of receiving the invoice, deliver to the Engineer a notice of non-payment as prescribed by the Construction Act. Any undisputed portion of any invoice shall remain payable upon receipt in accordance with the terms of payment set out in Subsection 3.2.3.

3.2.3 Invoices will be due as presented and payable by the Client upon receipt, and in any event no later than twenty-eight (28) calendar days after receiving the proper invoice detailed in Subsection 3.2.1.

3.2.4 Interest on overdue accounts will be charged at the rate of 18.00 % per annum.

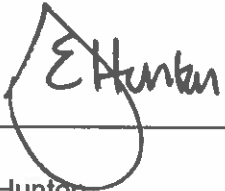
Remainder of page left intentionally blank. Signature page follows.

This Agreement is entered into by the parties on the date first set out above as evidenced by its execution as follows:

ENGINEER: Jp2g Consultants Inc. Engineers - Planners - Project Managers

The signatory shall have the authority to bind the Engineer for the purposes of this Agreement.

This 16 day of April 2026

Signature		Signature	
Name	J. E. Hunton	Name	
Title	Senior Vice President	Title	

CLIENT: Town of Mattawa

The signatory shall have the authority to bind the municipality or its agency for the purposes of this Agreement.

This 27 day of April 2026

Signature		Signature	
Name	Paul Laperriere, CPA, CA	Name	
Title	CAO/Treasurer	Title	



CLIENT/ENGINEER AGREEMENT FOR *PROFESSIONAL CONSULTING SERVICES*

2024
(VERSION 4.0)

Association of Consulting Engineering Companies (Ontario)
in partnership with the Municipal Engineers Association

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AGREEMENT

Dated the 25th day of May, 2026

BETWEEN

The Corporation of the Town of Mattawa

(hereinafter the "Client")

AND

Jp2g Consultants Inc. Engineers - Planners - Project Managers

(hereinafter the "Engineer")

WHEREAS the Client intends to: *(describe Project below)*

Construct a New 500,000 Imperial Gallon Reservoir Facility and Related Water Works

(hereinafter the "Project")

AND WHEREAS the Client has requested the Engineer to furnish professional Services in connection with the Project, and the Engineer desires to perform such Services.

NOW THEREFORE, in consideration of the covenants contained herein, the Client and the Engineer mutually agree as follows:

Jp2g Consultants Inc. will provide Detailed Design, Project Management, Technical Support and Construction Administration in accordance with the approved Municipal Housing Infrastructure Program Health and Safety Water Stream Funding Application (HSWS) as follows:

➤ Environmental Assessment	\$ 150,000.00
➤ Engineering Design 12% of Construction Cost (\$3,686,040.00)	\$ 442,324.80
➤ Project Management 4% of Construction Cost (\$3,686,040.00)	\$ 147,441.60
➤ Water System Infrastructure Study Update	\$ 100,000.00
➤ Technical Support Studies (Geotechnical, Archaeological, Biophysical)	\$ 50,000.00
➤ Supply Well #3 Hydrogeology Study & Engineering Assessment	\$ 150,000.00

Estimated Construction Cost \$3,686,040.00

Total Eligible Project Cost \$4,725,806.40

Contingency Allowance 25% of Eligible Project Cost (\$4,725,806.40) \$1,181,451.60

Total Project Cost \$5,907,258.00

Province of Ontario Contribution \$4,312,298.34

Municipal Contribution \$1,594,959.66

Page 1 of 30

DEFINITIONS

For the purpose of this Agreement, the following definitions shall apply:

Agreement

The Agreement means this written agreement between, and as executed by, the Client and the Engineer.

Additional Services

Additional Services are services that are not included or contemplated as part of the Services to be provided under this Agreement at the time of its execution and which may be added to the Services upon the written agreement of the Client and the Engineer.

Arbitration Act

Arbitration Act means the *Arbitration Act, 1991*, S.O. 1991, C. 17, and the regulations made thereunder, as may be amended.

Budget of the Work

The Budget of the Work is the maximum amount the Client is prepared to spend on the Work, including contingency allowances, if any.

Business Day

Business Day means any day other than a Saturday, Sunday, a statutory holiday, a statutory vacation day that is observed by the construction industry in the area of the Site, a statutory holiday observed by municipalities in the Province of Ontario, a statutory holiday in the area of the Site, or a statutory holiday in the Province of Ontario.

Change

Change has the meaning given to it in Subsection 1.3.1 of this Agreement.

Claims

Claims has the meaning given to it in Subsection 1.12.1 of this Agreement.

Client

Client means the person identified as such in the Recitals hereof.

Consequential Damages

Consequential Damages means (i) any consequential, indirect, exemplary, or special damages, and (ii) damages of any kind, however caused or characterized, for loss of actual or anticipated revenue or

profits, standby time, interest expenses, overhead, business interruption, loss of reputation, loss of use, loss of business opportunity, increased capital or operating costs, or increased financing costs.

Construction Act

Construction Act means the *Construction Act*, RSO 1990, c C.30, and the regulations made thereunder, as may be amended.

Construction Contract

Construction Contract means any contract or written agreement between the Client and a Contractor for performance of all or part of the Work.

Construction Documents

Construction Documents means all documents related to performance of the Work issued by or through the Engineer or Client and which shall be incorporated by the Client into the Construction Contract. The Construction Documents include all variations and modifications thereto as issued by or approved by the Engineer.

Contract Documents

Contract Documents are those documents identified in Subsection 1.1.1 of this Agreement, as may be amended by the parties in writing from time to time.

Contractor

A Contractor is a person or entity that has contracted with the Client under a Construction Contract to perform all or part of the Work.

Cost of the Work:

Cost of the Work means the total actual cost incurred by the Client, including the actual cost of all materials, equipment, labour and contractors' overhead and profit and any applicable fees, tariffs or levies, for completion of the Work for which the Engineer prepares Deliverables under this Agreement. The Cost of the Work shall not include any fees and disbursements due to the Engineer under this Agreement, the Client's engineering and office expenses, or the cost of land. Where applicable, the following shall apply when determining the Cost of the Work:

- (i) Wherever the Client furnishes labour or other service which is incorporated in the Work, the current price of labour or other service when the Work was executed shall be used to compute the Cost of the Work.
- (ii) Whenever used materials or equipment is furnished by or on behalf of the Client, the fair market value of such materials or equipment, as though it was purchased new, shall be used to compute the Cost of the Work, subject to approval by the Client.

- (iii) In computing the Cost of the Work, no deductions shall be made on account of any penalties or damages claimed by the Client from any contractor or on account of any other sum withheld from any contractor.

For certainty, Cost of the Work excludes Value Added Taxes.

Deliverables

Deliverables are the designs, drawings, plans, models, specifications, studies, reports, photographs, sketches, graphic representations, materials, software, concepts, products, processes, surveys, calculations and other data, information and deliverables, in any form (including in hard copy or electronic form), prepared by or on behalf of the Engineer as part of the Services.

Engineer

Engineer means the person identified as such in the Recitals hereof.

Engineer's IP

Engineer's IP means all patents, trademarks, copyrights, industrial or other intellectual property rights arising or resulting from performance of the Services, including those which are developed, patentable, capable of trademark, first reduced to practice or otherwise produced by or resulting from the Services rendered by the Engineer. For certainty, Engineer's IP includes any and all intellectual property rights in the Deliverables.

Engineer's Staff

Engineer's Staff has the meaning given to it in Subsection 1.5.1 of this Agreement.

Force Majeure

Force Majeure means an event which causes a party to be delayed in performing, or unable to perform, its obligations under this Agreement in whole or in part, and which meets all of the following criteria: (a) the event and its effects are beyond such party's reasonable control; (b) such party could not reasonably have prevented, overcome or removed the event and its effects by commercially reasonable efforts and due diligence; and (c) the event and its effects do not result from such party's impecuniosity or negligence. For certainty, the following events shall constitute events of Force Majeure:

- (i) fire, unusual delay by common carriers or unavoidable casualties;
- (ii) act of God, war, civil commotion, rebellion, terrorism, revolution, insurrection, military or usurped power, hostilities (whether war be declared or not), invasion, or acts of foreign enemies;
- (iii) labour dispute, strike, lockout or picketing;
- (iv) action or inaction by a government authority;

- (v) abnormally adverse weather conditions; and
- (vi) pandemics, epidemics or other public health emergencies (including those resulting from diseases, influenzas, coronaviruses and other viruses) and related governmental actions (including quarantines, business closures and travel restrictions relating to public health emergencies).

OHSA

OHSA means the *Occupational Health and Safety Act*, RSO 1990, c. 0.1, and the regulations made thereunder, as may be amended.

Other Municipality

Other Municipality means a municipality as defined under the *Municipal Act, 2001*, SO 2001, c. 25, as may be amended, that is located within the Province of Ontario and that is not the Client.

Professional Engineers Act

Professional Engineers Act means the *Professional Engineers Act*, RSO 1990, c P.28, and the regulations made thereunder, as may be amended.

Project

The Project is the total endeavour contemplated under this Agreement as identified in the Recitals hereof and of which the Services and the Work may be the whole or a part.

Recitals

The Recitals include all information set out on the first page of this Agreement.

Schedule

The Schedule means the schedule for performance of the Services set out in Subsection 1.10.1.

Services

The Services are those services to be provided by the Engineer as set out in Article 2 of this Agreement.

Shop Drawings

Shop Drawings means the drawings, diagrams, illustrations, schedules, performance charts, brochures, and other data that are to be provided by the Contractor or by others to illustrate details of portions of the Work.

Site

The Site is the site or location of the Work as identified in the Contract Documents and includes the actual work site and other locations where the checking of materials, equipment and workmanship is carried out.

Subconsultant

A Subconsultant is any person or entity that has entered into a contract or written agreement with the Engineer for performance of all or part of the Services.

Sublicense

Sublicense has the meaning given to it in Subsection 1.7.3.3 of this Agreement.

Sublicensee

Sublicensee has the meaning given to it in Subsection 1.7.3.3 of this Agreement.

Standard of Care

The Standard of Care means the degree of care, skill and diligence normally provided by a reasonable and prudent engineer providing comparable services for projects of a similar nature at the same time and in the same or similar locale as the Project, including as required by the Professional Engineers Act.

Value Added Taxes

Value Added Taxes means those taxes as shall be levied upon costs, fees and expenses, including the Engineer's compensation, by the federal or any provincial or territorial government and is computed as a percentage of such compensation, costs, fees and expenses and includes the Goods and Services Tax, the Quebec Sales Tax, the Harmonized Sales Tax, and any similar tax, the collection and payment of which are imposed by tax legislation.

Work

The Work is the total construction and related services required by the Construction Contract, but does not include the Services or the services of other consultants engaged by the Client for the Project.

ARTICLE 1 - GENERAL CONDITIONS

1.1 The Agreement

1.1.1 The Agreement is made up of the following terms, conditions, schedules and other documents, which form part of and are incorporated into the Agreement and which, in the event of conflict, shall have the following order of priority, from highest to lowest:

1. Supplementary Conditions, if any;
2. Recitals;
3. Definitions;
4. Article 1 - General Conditions;
5. Article 2 - Services To Be Provided;
6. Article 3 - Fees And Disbursements;

The following additional attachments, if any:

- 7.

1.2 The Services

1.2.1 The Client hereby retains the Engineer for performance of the Services in connection with the Project, and the Engineer agrees to provide such Services in accordance with the Standard of Care and the Contract Documents, and for the compensation as set out in Article 3 to this Agreement.

1.2.2 The Engineer represents that it is a person or entity licensed to practice in the Province of Ontario and, as such, the Client acknowledges that the Engineer has obligations under law and pursuant to the Engineer's professional status, which include requirements to exercise judgement and ensure public safety.

1.2.3 The Engineer shall not be responsible for:

- .1 performance of the Construction Contract or for any Contractor or other person's failure to carry out the Work in accordance with the Construction Contract;
- .2 performance of the Work or of any other services by any Contractor, other consultant of the Client, or other person outside the Engineer's control;

- .3 control of the means, methods, techniques, schedules, sequences or procedures of construction for the Work or Project; or
- .4 commissioning or startup of equipment for the Work or Project;

1.2.4 Where the Services include administration of a Construction Contract by the Engineer each of the following shall apply:

- .1 The Engineer shall have authority to act on behalf of the Client, but only to the extent set out in the Contract Documents. Such authority may only be modified by written consent of the Engineer and Client.
- .2 The Engineer shall have authority to:
 - (i) reject Work that is not in conformity with the Construction Contract;
 - (ii) require special inspection or testing of Work, whether or not such Work has been fabricated, installed or completed; and
 - (iii) order minor adjustments in the Work that are consistent with the intent of the Construction Contract provided such adjustments do not involve an adjustment to the Client's costs under the Construction Contract or to the schedule requirements of the Construction Contract.
- .3 The Engineer shall be included on all relevant communications, written and otherwise, between the Client and any Contractor and between the Client and any other consultants engaged on the Project.
- .4 Notwithstanding express or implied acceptance by the Engineer of the Work or services performed by a Contractor or other consultant engaged by the Client, such persons shall remain responsible to the Client for the proper performance of the Work or their services, as applicable.
- .5 The Engineer's review of Shop Drawings shall be restricted to checking general conformance with information given and the design concept expressed in the Construction Documents, and shall not be relied on for determining the feasibility or constructability of the Work detailed within the Shop Drawings or the accuracy or completeness of instructions for installation.

1.2.5 Where the Services include issuance by the Engineer of any certificate for payment under a Construction Contract, such issuance shall constitute a representation by the Engineer that, based on visits to the Site at intervals appropriate to the progress of the Work as determined by the Engineer in its professional judgment and on review of the Contractor's schedule of values and application for payment:

- .1 the Work has progressed to the value indicated;

- .2 to the best of the Engineer's knowledge, information and belief, the Work observed is in general conformity with the Construction Contract; and
- .3 the Contractor is entitled to payment in the amount certified.

For certainty, issuance of a certificate of payment shall not be a representation that the Engineer has investigated or examined the Contractor's use of the funds paid by the Client or that the Contractor has complied with its legal obligations.

- 1.2.6 The parties shall each advise the other in writing of their requirements in connection with the Project, which shall include for the Client, advising the Engineer of the Budget of the Work and any scheduling or time constraints, and for the Engineer, advising of all information, documents and data required for performance of the Services.
- 1.2.7 The Engineer shall not be liable for any changes to the Services resulting from undisclosed, undiscovered, or unknown conditions at the Site, including those resultant from the discovery of hazardous or toxic substances at the Site. Should the Engineer observe or discover any condition at the Site that materially differs from the Contract Documents, it shall promptly notify the Client in writing of such observation or discovery and the nature of the changes to the Services that may be required, and shall not proceed with the change until approved by the Client.

1.3 Changes and Additional Services

- 1.3.1 The parties acknowledge that, from time to time, circumstances may dictate a need to delete, extend, increase, vary or otherwise alter the Services as originally contemplated in this Agreement (a "**Change**"). Where a party identifies such need for Additional Services, that party shall, within seven (7) calendar days after becoming aware of the Change, notify the other party setting out the facts and circumstances giving rise to the Change. Where the parties agree that Additional Services are required, the parties shall record their agreement in writing and such Additional Services shall be performed on a "time" basis as set out in Subsection 3.1.5, or as otherwise agreed by the parties in writing.
- 1.3.2 Where the Client does not agree there has been a Change or that Additional Services are warranted, or where the Client requires the Engineer to proceed with Additional Services before agreement can be reached regarding any resultant adjustments to the Schedule or the Engineer's compensation under this Agreement, the Client may issue a written direction to the Engineer requiring the Engineer to proceed with such Additional Services. Within five (5) Business Days of receipt of such direction, the Engineer shall provide the Client with written notice of any anticipated impacts to the Engineer's remuneration or the Schedule, including estimates of such impacts.
- 1.3.3 The parties shall resolve any dispute in respect of a Change in accordance with Section 1.14, and shall otherwise continue to perform all Services and obligations which are not subject to dispute.
- 1.3.4 Where the Engineer reasonably considers emergency services to be necessary in order to meet its professional obligations, the Engineer shall promptly notify the Client and shall

undertake such services as Additional Services and the costs for such services shall be recoverable by the Engineer in accordance with this Section 1.3.

- 1.3.5 If the Engineer intends to make a claim for an increase to its compensation under this Agreement, or if the Client intends to make a claim against the Engineer for a credit or reduction to the Engineer's compensation under this Agreement, the party that intends to make such a claim shall give written notice to the other party of its intent to claim within ten (10) Business Days of becoming aware of the event or series of events giving rise to the claim. The written notice to be given pursuant to this Subsection 1.3.5 shall include all details and supporting documentation regarding the claim available at such time and the claiming party shall thereafter submit all such details and supporting documentation to the other party within five (5) Business Days of such details and supporting documentation becoming known or available, as applicable. Where the party making a claim fails to provide notice or details and supporting documentation within the time stipulated in this Subsection 1.3.5 and such failure prevents the Client or Engineer from mitigating or minimizing Claims resultant from the event or series of events giving rise to such claim or otherwise causes the other party loss or damage, then the party making the claim shall be barred from bringing the subject claim.
- 1.3.6 For certainty, in no event shall the Engineer be obligated to perform Additional Services unless it has first received written direction to do so from the Client.

1.4 Client Obligations

- 1.4.1 The Client acknowledges that it shall promptly fulfill its obligations as set out under this Agreement in order to allow the Engineer's efficient performance of its Services in accordance with the Schedule.
- 1.4.2 The Client acknowledges that, in order to avoid any delay, it shall promptly examine and respond to requests for information or decisions submitted by the Engineer.
- 1.4.3 The Client further agrees that it shall include the Engineer in any value analysis and preparation of the estimates of the Cost of the Work.
- 1.4.4 Unless otherwise set out in the Contract Documents, it shall be the responsibility of the Client to obtain and pay the costs of all required consents, approvals, licenses, and permits from authorities having jurisdiction.
- 1.4.5 Additional obligations of the Client, if any, are set out in Article 2.

1.5 Staff and Subconsultants

- 1.5.1 Prior to commencement of the Services, the Engineer shall provide the Client with a list of its staff to be employed on the Project, including the Engineer's principals and executives (the "**Engineer's Staff**"). The Engineer shall employ only competent personnel who will be under the supervision of a senior member of the Engineer's Staff. The Engineer shall give the Client written notice of any changes to the Engineer's Staff and the Client and the Engineer shall work cooperatively to address any issues associated with changes to the Engineer's Staff.

1.5.2 The Engineer may engage Sub-Consultants for specialized services provide that prior approval is obtained, in writing, from the Client and may add a mark-up of _____% of the cost of such Services to cover office administration costs when claiming reimbursement from the Client.

1.5.3 To the extent expressly specified as part of the Services, the Engineer shall coordinate the activities of other consultants engaged by the Client in respect of the Project.

1.6 Contract Documents

1.6.1 Subject to Section 1.7, Project drawings and documents, or copies thereof, shall be shared between the parties as needed at no cost.

1.6.2 The Client agrees to provide the following to the Engineer, and will ensure that it notifies the Engineer of any changes in information as available and relevant in respect of the Services and the Work:

.1 a copy of the Contract Documents;

.2 information required for cost estimating, if applicable, as determined at the Client's discretion;

.3 the Budget of the Work; and

.4 all background documents available to the Client that are required by the Engineer for the execution of the Services and the Work.

1.6.3 The Engineer shall be entitled to rely upon the accuracy and completeness of records, information, reports, recommendations, surveys, data and specifications provided by the Client. Notwithstanding the foregoing, the Engineer confirms that it has reviewed the Contract Documents and, to the best of its knowledge, information and belief, has found no errors, omissions, inconsistencies or discrepancies. If the Engineer finds errors, omissions, inconsistencies or discrepancies in the Contract Documents or has any doubt as to the meaning or intent of any part thereof, the Engineer shall at once notify the Client in writing. The Client agrees that it shall promptly inform the Engineer by written notice if it becomes aware of any nonconformity with the requirements of the Construction Documents. Nothing in this Subsection 1.6.3 shall relieve the Engineer of responsibility for the Engineer's own errors and omissions.

1.7 Deliverables, Intellectual Property, Licensing

1.7.1 The Client shall give due consideration to all Deliverables submitted by the Engineer, and shall make any decisions which they are required to make in connection therewith within a reasonable time so as not to delay performance of the Services as required by this Agreement. The Client shall promptly notify the Engineer in writing in the event that the Client discovers any error, omission or inconsistency in the Deliverables.

- 1.7.2 The Engineer shall retain ownership of the Engineer's IP. The Deliverables shall be and remain the property of the Engineer. The parties acknowledge and agree that the Engineer shall retain original copies of the Deliverables and any parts of the Construction Documents created by the Engineer, which the Client has not specifically commissioned and paid for. The Client is entitled to keep a copy of the Deliverables for its records, and may only use the Deliverables and any such copies in accordance with the license rights granted under this Agreement.
- 1.7.3 Except in the event of termination of this Agreement by the Engineer pursuant to Subsection 1.11.3 and provided that the Client has paid all compensation due and owing to the Engineer under this Agreement, the Client shall have a permanent, non-exclusive and royalty-free license to:
- .1 Use and reproduce the Deliverables and any Engineer's IP therein in connection with the Work and Project, including for the purposes of constructing, using, occupying, maintaining, repairing, renovating, altering, and/or adding to the Work and the Project.
 - ~~.2 Use and reproduce the Deliverables and any Engineer's IP therein in connection with other works and projects of the Client that are similar to the Work and Project, as determined by the Client, acting reasonably, including for the purpose of constructing, using, occupying, maintaining, repairing, renovating, altering and/or adding to other works or projects of the Client.~~
 - ~~.3 Grant sublicense (each, a "**Sublicensee**") to Other Municipalities (each, a "**Sublicensee**") for use and reproduction of the Deliverables and any Engineer's IP therein in connection with works and projects of Other Municipalities that are similar to the Work and Project, as determined by the Client, acting reasonably, including for the purposes of constructing, using, occupying, maintaining, repairing, renovating, altering, and/or adding to such works or projects of Other Municipalities. Each Sublicensee shall be subject to an agreement on terms and conditions consistent with the terms of and conditions of the license granted under Section 1.7.3.1 and is no more permissive than such licence. For clarity, no Sublicensee shall include the right to grant further sublicense under the Deliverables or any Engineer's IP therein. The Client shall be responsible for ensuring that each Sublicensee is a party. Any act or commission of a Sublicensee which would be a breach of this Agreement if performed by the Client shall be deemed to be a breach by the Client.~~
- 1.7.4 Any and all license rights granted under Subsection 1.7.3 are subject to the following conditions which are expressly acknowledged and agreed to by the Client:
- .1 No license granted is exclusive with respect to the Engineer's IP and nothing in this Agreement shall be deemed to derogate from the Engineer's ownership and full right to use the Engineer's IP for any other site, work or project.
 - .2 Any alteration, modification or amendment to the Deliverables that is not performed by the Engineer (whether for the Work, the Project or any other work or project) shall be at

the Client's sole risk and the Client will not hold out that any such changes to the Deliverables were approved, reviewed or otherwise accepted by the Engineer.

- .3 The Engineer shall bear no liability in respect of any use of the Deliverables and any Engineer's IP therein for any location other than the Site or for any work or project other than the Work or the Project for which the Deliverables were intended and the Client shall indemnify the Engineer from and against any and all Claims in any way arising out of or related to: (i) alteration, modification or amendment to the Deliverables by the Client, any Other Municipality, the Client's and any Other Municipality's other consultants, contractors, subcontractors, suppliers, agents, employees or tenants, or any other person for whom the Client or Other Municipality (as applicable) is responsible at law; (ii) use of the Deliverables and any Engineer's IP therein in connection with any other work or project of the Client except the extent, if any, the Engineer performed services for such other work or project of the Client; and/or (iii) use of the Deliverables and any Engineer's IP therein by any Other Municipality for any other work or project of such Other Municipality, except to the extent, if any, the Engineer performed services for such other work or project of the Other Municipality. For certainty, the Client's liability for Claims under this Subsection 1.7.4.3 shall include the obligation to reimburse the Engineer for all legal fees (including costs of defense) reasonably incurred by the Client as a direct result of such Claims on a full indemnity basis.
- .4 The Client shall give the Engineer written notice of any Sublicense granted pursuant to Section 1.7.3.3 identifying the person to whom such Sublicense was granted and the intended use of such Sublicense within 30 calendar days of such Sublicense having been granted. For certainty, the right to grant Sublicenses pursuant to Section 1.7.3.3 is exclusive to the Client and does not include the right of any sublicensee to grant further sublicenses or sub-sublicenses to any Other Municipalities or other persons.

1.7.5 The Engineer represents and warrants that its Deliverables do not infringe the patent, copyright, trademark or other intellectual property rights of another person. The Engineer shall indemnify the Client in the event of any Claims suffered by the Client resultant from the Engineer's breach of this Subsection 1.7.5.

1.8 Confidential Information

1.8.1 Neither party shall divulge any specific information identified as confidential, communicated to or acquired by them, or disclosed by the other party in the course of carrying out their obligations under this Agreement. These obligations of confidentiality shall not apply to information which is in the public domain, which is provided to the receiving party by a third party without obligation of confidentiality, which is independently developed by a party without access to the other party's information, or which is required to be disclosed by law or court order. No such received, confidential information shall be used by one party on any other project without the prior written approval of the other party.

1.8.2 Each party agrees to obtain the consent in writing of the other before publishing or issuing any confidential information regarding the Project.

1.9 Inspection, Records and Audit

- 1.9.1 The Client, or persons authorized by the Client, shall have the right, upon reasonable notice and at all reasonable times during business hours, to inspect or otherwise review, at the offices of the Client, any and all documents and records in relation to the Services performed, or being performed, under the Project and at the Site.
- 1.9.2 Where Services are to be performed on a time and materials basis:
- .1 the Engineer shall keep a detailed record of the hours worked by staff employed for performance of the Services in order to provide data for the calculation of fees; and
 - .2 the Client may inspect the Engineer's applicable timesheets and records of expenses and disbursements at all reasonable times during business hours.
- 1.9.3 The Engineer, when requested by the Client, shall provide copies of receipts with respect to any disbursement for which the Engineer claims payment under this Agreement.
- 1.9.4 For seven (7) years after the expiry date or any date of termination of the Agreement, the Engineer shall maintain all necessary records to substantiate (i) all charges and payments under the Agreement and (ii) that all Deliverables were provided in accordance with the Agreement.

1.10 Time for Performance and Delays

- 1.10.1 Unless agreed otherwise by the parties in writing, the Engineer shall:
- .1 commence the Services by April 1, 2024, and
 - .2 complete the Services upon the later of (i) December 31, 2028 or (ii) year(s), month(s), 4 week(s) after completion or abandonment of the Work.
- 1.10.2 The Engineer shall perform the Services expeditiously and in such sequence as the Client may reasonably require to ensure efficient and orderly progress of the Project and the Work and in accordance with the Schedule or any other schedule for such performance of the Services as agreed to by the parties in writing.
- 1.10.3 In the event that the start of the Project is delayed for sixty (60) calendar days or more in a manner that materially affects the ability to deliver the Services for reasons beyond the control of the Engineer, the Engineer shall have the right to renegotiate the Agreement before the commencement of the Project.
- 1.10.4 Except with respect to payment obligations already in process, neither party shall be liable for any delay or failure in performance of their respective obligations under this Agreement to the extent caused by or resultant from an event of Force Majeure.

1.10.5 Upon the occurrence of a Force Majeure event, the impacted party shall notify the other in writing with reasonable promptness and, in any event, no later than seven (7) calendar days after becoming aware of the Force Majeure event, explaining the facts and circumstances and the Client and Engineer shall then cooperate to establish a mutually acceptable revision to the timing for performance of the subject obligation, including to the Schedule, as necessary and applicable.

1.11 Suspension or Termination

1.11.1 The Client may, at any time upon fourteen (14) calendar days' written notice, suspend the Services or any portion thereof at any stage of the Project. Upon receipt of such written notice, the Engineer shall perform no further Services other than those reasonably necessary to safely close out their Services, and otherwise suspend all operations in respect of its Services or such part of the Services which may be identified as suspended. In such an event, and except to the extent that the suspension was required as a result of the Engineer's negligence or breach of this Agreement, the Engineer shall be entitled to payment for the direct costs reasonably incurred by the Engineer as a direct result of such suspension, and the Schedule shall be extended for such reasonable time as the Client and Engineer may together decide. In no event shall such costs include Consequential Damages. The Engineer will make every effort to mitigate costs, expenses and impacts to the Client resultant from suspension.

1.11.2 If the period of suspension is ninety (90) calendar days or less, upon notification by the Client, the Engineer will resume the performance of the Services as soon as practicable and in any event within seven (7) calendar days in accordance with the terms of the Agreement. If the period of suspension exceeds ninety (90) calendar days, no Services will be resumed or be completed in accordance with the terms of the Agreement prior to the parties having agreed upon the resumption and its terms and conditions, unless the suspension was required as a result of the Engineer's negligence or breach of this Agreement in which case the Engineer's agreement is not required. Failing agreement on the resumption and its terms and conditions, the notice of suspension will be deemed to be a notice of termination and Subsection 1.11.5.2 shall apply.

1.11.3 Without limiting the rights and obligations in Subsection 1.11.2, where an event of Force Majeure resulting in suspension of the Services continues for a period of ninety (90) calendar days or more, the Engineer shall not resume the Services until the parties have agreed upon the terms and conditions for their resumption. The parties shall work cooperatively to endeavour to reach an agreement. Failing such agreement, either party may elect to terminate the Agreement upon provision of ten (10) Business Days' written notice to the other.

1.11.4 Either party may terminate this Agreement:

- .1 upon seven (7) calendar days' written notice to the other party and without further liability in the event the other party is in material breach of this Agreement and fails to remedy such breach within seven (7) calendar days of receiving written notice of the breach, provided that the breach was not caused or contributed to by the party seeking to terminate this Agreement; or

- .2 immediately upon notice if the other party becomes insolvent or files for or is put in bankruptcy or makes a general assignment in favour of its creditors, or if all or any part of its property is put under receivership.
- .3 Upon such termination by either party, unless due to negligence, the Client shall pay the Engineer for all Services performed to the date of termination.

Where such termination is by the Engineer, the Client shall also reimburse the Engineer for the direct costs reasonably incurred by the Engineer as a direct result of such termination, but not to include Consequential Damages.

1.11.5 In addition to the foregoing, the Client may terminate this Agreement as follows:

- .1 upon notice, if the Project is lawfully interrupted for more than ten (10) calendar days pursuant to an ordinance originating with a court or public authority having jurisdiction, in which case the Client agrees to pay the Engineer for the Services duly performed up to the date of termination; or
- .2 for convenience by giving the Engineer fourteen (14) calendar days' prior written notice of its intention to terminate, in which case the Client agrees to pay the Engineer for the Services duly performed up to the date of termination and to reimburse the Engineer for the direct costs reasonably incurred by the Engineer as a direct result of such termination, but not to include Consequential Damages; or
- .3 immediately upon notice of the death of the Engineer if the Engineer is an individual and deceases before their Services have been completed, in which case the Client shall pay for the Services duly performed up to rendered and disbursements incurred by the Engineer to the date of such termination.

1.11.6 All representations, indemnities, obligations of confidentiality and other obligations under this Agreement that by their nature are intended to survive termination shall so survive termination or expiration of this Agreement.

1.12 Indemnification

- 1.12.1 The Engineer shall indemnify the Client, including its respective parent, subsidiaries, affiliates, officers, directors, employees, agents, successors and assigns from and against any claims, liabilities, demands, losses, settlements, costs, expenses, penalties, damages, actions, suits, or proceedings ("**Claims**") arising from or caused by the Engineer's negligent acts, errors or omissions or breach of this Agreement or non-performance of its obligations under this Agreement. For certainty, the Engineer's liability for Claims under this Subsection 1.12.1 shall include the obligation to reimburse the Client for all legal fees (including costs of defense) reasonably incurred by the Client as a direct result of such Claims on a full indemnity basis.
- 1.12.2 Each party shall indemnify the other, including its respective parent, subsidiaries, affiliates, officers, directors, employees, agents, successors and assigns from and against any Claims by third parties that arise out of or are attributable to this Agreement or the Services, including Claims attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of

tangible property, to the extent that such Claims are attributable to or caused by the negligence or willful misconduct of the indemnifying party or anyone for whose acts the indemnifying party is responsible in law.

1.12.3 In no event shall either the Client or the Engineer be liable to the other, or their respective directors, officers or employees, for Consequential Damages arising out of or related to this Agreement, the Project, the Work or the Services.

1.12.4 The parties' liability for any and all Claims whatsoever, including, without limitation, in tort, contract, strict liability, indemnity or otherwise, arising out of, or in connection with this Agreement shall be limited as follows:

- .1 in respect to Claims suffered by the Client or Engineer, as the case may be, for which insurance is to be provided pursuant to Section 1.13, to the amount of such insurance that is required to be held for one claim or occurrence pursuant to Section 1.13.
- .2 in respect to Claims suffered by the Client or Engineer, as the case may be, for which insurance is not required to be provided pursuant to Section 1.13, to the total compensation to be paid to the Engineer pursuant to this Agreement.
- .3 in respect to Claims by third parties for direct loss resulting from bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, the obligation to indemnify is without limit. In respect to all other claims for indemnity as a result of Claims advanced by third parties, the limits set forth in Subsections 1.12.4.1 and 1.12.4.2 above shall apply.

1.12.5 To the fullest extent permitted by law, no shareholder, officer, director, partner, principal or employee of the Client or Engineer shall have personal liability under any provision of this Agreement or for any matter in connection with the Services provided.

1.13 Insurance

1.13.1 The Engineer shall provide and maintain at its sole expense the insurance coverage stipulated in this Agreement. Insurance is to be carried through locally licensed insurers with a minimum A Best rating or as otherwise acceptable to the Client. Certificates of insurance showing the following coverages shall be provided by Engineer upon request:

- .1 **Commercial General Liability Insurance:** Commercial General Liability Insurance shall be carried in the amount of \$ 5,000,000.00 per occurrence and \$ in the aggregate providing coverage for Bodily Injury, Property Damage, Products and Completed Operations Liability, Contractual Liability, and Severability of Interests. The Engineer shall include the Client as an "Additional Insured" and provide a waiver of subrogation in their favour.
- .2 **Automobile Insurance:** If used in the performance of the Engineer's Services, Automobile Liability Insurance, including bodily injury and property damage, in the amount of \$ 5,000,000.00 including any owned, leased, hired and non-owned automobiles.

1.14 Dispute Resolution

1.14.1 Subject to the Construction Act and all applicable laws, the parties agree that all disputes in respect of this Agreement or the Services shall be addressed as set out in this Section 1.14. Notwithstanding any dispute, it shall be the responsibility of each party to continue to perform its obligations under this Agreement pending resolution of such disputes.

1.14.2 Negotiation.

- .1 In the event a matter of difference arises between the Engineer and the Client in relation to the Agreement, the grieved party shall send a written notice of dispute to the other party which contains the particulars of the matter in dispute and the relevant provisions of the Contract Documents. The responding party shall provide a written response to the grieved party within ten (10) Business Days after receipt of the notice of dispute setting out particulars of this response and any relevant provisions of the Contract Documents.
- .2 The Engineer and the Client shall make all reasonable efforts to resolve their dispute by amicable negotiations and agree to provide, without prejudice, frank, candid and timely disclosure of any and all relevant facts, information, and documents to facilitate these negotiations.
- .3 In the event of failure by the Engineer and the Client to reach agreement within ten (10) Business Days of receipt of the responding party's reply, or if either party concludes that further negotiation is unlikely to result in agreement, the matter shall be referred to mediation as provided in Subsection 1.14.3 herein unless either party elects to terminate the negotiations and forego mediated negotiations by giving written notice to the other party within such ten (10) Business Days of receipt of the responding party's reply.

1.14.3 Mediation.

- .1 Where neither party has given written notice foregoing mediated negotiations pursuant to Subsection 1.14.2.3, this Subsection 1.14.3 shall apply.
- .2 The Engineer and the Client shall jointly select an impartial mediator who shall be, preferably, properly qualified in the area of work as contemplated by this Agreement. In the event that the parties, acting reasonably, cannot agree on a mediator, the candidates selected by the parties shall, acting reasonably, choose a third party to act as the Mediator.
- .3 The Mediator shall meet with the parties within ten (10) Business Days after the selection of the Mediator, or as soon thereafter as is practicable, to attempt to mediate and resolve the dispute. The Engineer and the Client shall observe such reasonable procedures for conducting the mediation as the Mediator may reasonably request.
- .4 If no agreement is reached upon mediation, or if either party concludes that further mediation is unlikely to result in agreement, then either the Engineer or the Client may

request the Mediator to recommend (and only recommend) a basis, or bases, for resolution of the dispute. The Mediator shall, after consideration of the parties' positions and written submissions (if so requested), issue a written recommendation in this regard. Any recommended basis for resolution shall have absolutely no binding effect upon either party unless both parties agree to accept it and shall be without prejudice to the parties' positions in any further proceeding.

- .5 If no agreement is reached the mediator will terminate the mediated negotiations by giving written notice to the Client and Engineer.
- .6 All meetings and proceedings shall be held in the municipality of the Client or a reasonable alternate at a time and location as determined by the parties.
- .7 The costs and expenses of the Mediator shall be shared equally by the Engineer and the Client.

1.14.4 Arbitration.

- .1 By giving written notice to the other party within ten (10) Business Days after the date of termination of the negotiations pursuant to either Subsection 1.14.2.3 or 1.14.3.5, either party may refer such matter as is arbitrable to arbitration as provided in this Subsection 1.14.4.
- .2 Where neither party has given written notice pursuant to Subsection 1.14.4.1, on expiration of the ten (10) Business Days the arbitration agreement under this Subsection 1.14.4 is non-binding on the parties and the parties may refer the unresolved dispute to the courts or to any other form of dispute resolution, including arbitration, which they have agreed to use.
- .3 In the event that the parties are unable to settle any dispute between them which is under mediation, either party may refer such matter to arbitration as provided herein:
 - (i) The Client and the Engineer shall select an arbitrator within ten (10) Business Days of the submission of a dispute to arbitration under this Subsection 1.14.4, which arbitrator shall be neutral and independent of the parties. If the parties are unable to agree on an arbitrator, either party shall be at liberty to seek an appointment of an arbitrator upon application under the Arbitration Act.
 - (ii) The arbitration shall be conducted in accordance with the provisions of the Arbitration Act, unless the parties otherwise agree. If the issue in dispute is particularly time sensitive, the parties shall, in good faith, take such reasonable steps as may be required to expedite the arbitration process. In any event, all disputes shall be submitted to the arbitrator within thirty (30) calendar days of the selection of the arbitrator. All arbitration meetings and proceedings shall be held in the municipality of the Client or a reasonable alternate, at a time and location determined by the parties, but in any event no later than thirty (30) calendar days following the submission of the dispute to the arbitrator.

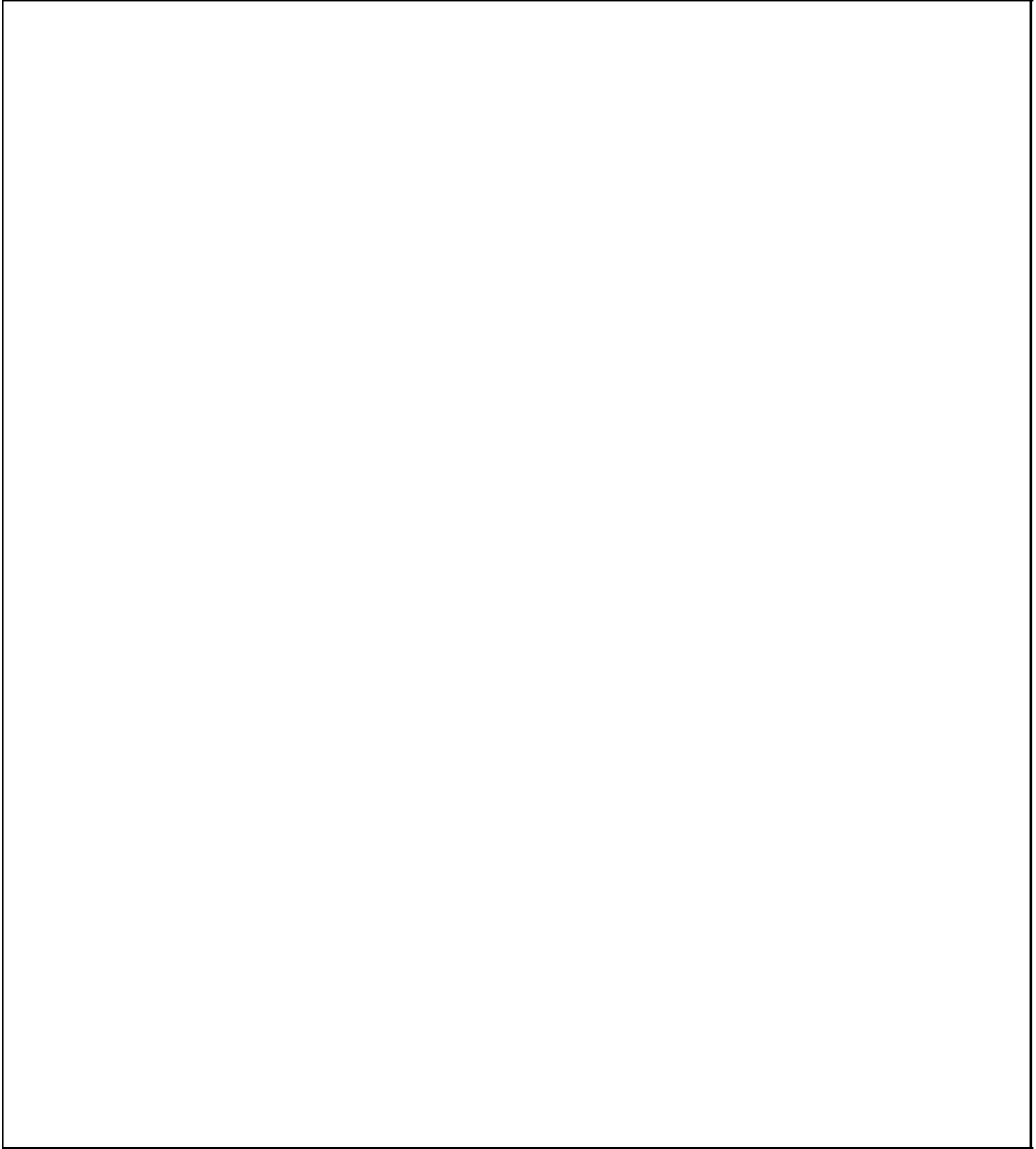
- (iii) In addition to the examination of the parties by each other, the arbitration panel may examine, in the ordinary course, the parties or either of them and the witnesses in the matter referred to the arbitration panel, and the parties and witnesses, if examined, shall be examined on oath or affirmation.
- (iv) The arbitration panel shall, after full consideration of the issues in dispute, the relevant facts and applicable law, render a decision within thirty (30) calendar days after argument of the issue to the arbitrator, which decision shall be final and binding on the parties and not subject to appeal or challenge, except such limited relief provided under subsection 45(1) (appeal on a question of law, with leave) or section 46 (setting aside award) of the *Arbitration Act*.
- (v) Each party shall bear its own costs and expenses incurred in the arbitration, and the parties shall share equally in the costs and expenses of the arbitrator.
- (vi) Any award of the arbitration panel may, at the instance of either of the parties to this Agreement and without notice to the other of them, be made an Order of the Superior Court of Ontario, pursuant to the *Arbitration Act* and the *Courts of Justice Act*, RSO 1990, c C.43.

1.14.5 Nothing in this Agreement shall prevent the right of either the Engineer or the Client to refer to adjudication any dispute which may be adjudicated under the Construction Act. Any such adjudication shall be governed by the provisions of Part 11.1 CONSTRUCTION DISPUTE INTERIM ADJUDICATION of the Construction Act.

1.15 Miscellaneous

- 1.15.1 Unless previously agreed to by the Client or in accordance with the Client's purchasing policies, the Engineer or any person, firm or corporation affiliated with or subsidiary to the Engineer shall not tender for the construction of the Project or have an interest either directly or indirectly in any of the parties bidding on the construction of the Project.
- 1.15.2 Neither party may assign this Agreement or any portion thereof without the prior consent in writing of the other party which consent shall not be unreasonably withheld.
- 1.15.3 This Agreement supersedes all previous agreements, arrangements or understandings between the parties whether written or oral in connection with or incidental to the Project.
- 1.15.4 Unless otherwise provided in this Agreement, where the Services are subject to the approval or review of an authority, department of government, or agency other than the Client, such applications for approval or review shall be the responsibility of the Engineer, but shall be submitted through the offices of the Client and, unless authorized by the Client in writing, such applications for approval or review shall not be obtained by direct contact by the Engineer with such other authority, department of government or agency. Costs for all application fees shall be borne by the Client unless otherwise set out in the Contract Documents. The foregoing in no way limits the Engineer's responsibility to identify, understand and coordinate any and all approvals and permits required for the Project unless otherwise specified in the RFP or agreed to by the Client.

1.15.5 Any additional requirements regarding insurance, permits, approvals, etc. to be listed here. If there are no additional conditions, then this Subsection 1.15.5 is to be left blank.



[Remainder of page left intentionally blank. Article 2 follows.]

ARTICLE 2 - SERVICES TO BE PROVIDED

2.1 Engineer's Services

Services to be provided by Engineer in addition to its obligations set out in Article 1:

1. Detailed Engineering Design
2. Project Management
3. Technical Support
4. Construction Administration (including liaison with approval agencies, suppliers, contractors)
5. Coordinate consultation with Public, Agencies and Aboriginals

2.2 Exclusions from the Engineer's Services

The following are expressly excluded from the Services:

Costs related to Aboriginal Consultation requirements subsequent to "Notice of Project Commencement"

2.3 Responsibilities of the Client

Responsibilities of the Client in addition to those set out in Article 1:

1. Lead negotiations with School Board re: Potential Implementing Supply Well #3
2. Coordinate with OCWA commissioning of Brook Street Watermain constructed in 2013
3. Implement decommissioning of original 1949 reservoir and 250 mm dia. feeder line
4. Provide backhoe and operator for test pits as requested by Project Engineer

[Remainder of page left intentionally blank. Article 3 follows.]

ARTICLE 3- FEES AND DISBURSEMENTS

3.1 Basis of Payment for this Agreement

3.1.1 The Client will compensate the Engineer in accordance with the fees and charges for Services as set out in this Article 3. The parties have together determined that the following shall be the basis for such compensation (each as described in greater detail below):

- Percentage of Cost Basis
- Time Basis
- Upset Cost Limit Basis
- Lump Sum Basis

3.1.2 For certainty, all fees, irrespective of their basis, shall be in Canadian funds and exclusive of Value Added Taxes, which Value Added Taxes are to be added to each invoice. All payments shall be subject to the requirements of the Construction Act.

3.1.3 **Expenses.** Where compensation is on a "percentage cost", "time" or "upset cost limit" basis, the Engineer shall, in addition to such compensation, be reimbursed for the actual cost plus an administrative charge of 5.00 %, for all reasonable expenses and disbursements properly incurred by the Engineer in connection with the Project including but not limited to: vehicle use charges, traveling and living expenses, long distance telephone charges, report production costs, photography, special delivery charges, supplies and equipment, field equipment costs, laboratory costs. Computer and office charges are considered part of overhead and shall not be invoiced as disbursements. For certainty, where compensation is on a "lump sum" basis, such compensation shall be deemed to include all such expenses and disbursements.

3.1.4 **Percentage of Cost Basis:** Where compensation is to be paid on a "Percentage of Cost Basis", the Client shall pay the Engineer fees calculated as a percentage of the Cost of the Work as follows:

TYPE OF SERVICE	% OF TOTAL PROJECT COST \$5,907,258	
Engineering Design & Construction Administration	\$442,324.80	7.5%
Project Management	\$147,441.60	2.5%
Environmental Assessment	\$150,000.00	2.5%
Technical Support, Geotechnical/Archaeological/ Biophysical	\$ 50,000.00	1.0%
Water Infrastructure Study Update	\$100,000.00	1.7%
Supply Well #3 Engineering Assessment	\$150,000.00	2.5%

.1 Where compensation is to be paid on a "Percentage of Cost Basis", payment shall be made as follows:

- (i) **Monthly Payment** - The Engineer shall submit an invoice to the Client for that part of the design of the Project completed in the immediately preceding month, calculated upon the basis of the Engineer's estimate of the cost of that part of

the Project, and, if the Client agrees with such estimate and that such part has been completed, the Engineer will be paid the amount of the fee so invoiced. Any dispute in respect of the estimate shall be determined in accordance with Section 1.14 hereof.

- (ii) **On Award of Construction Contract** - Following the award of the Construction Contract, the Engineer shall recalculate their fee on the basis of the tender quantities and prices on which the Construction Contract was awarded, plus the estimated cost of materials and other services supplied by the Client. Upon such recalculation, the amount paid to the Engineer shall be adjusted to equal the full amount of the recalculated fee including the repayment by the Engineer of any overpayment made to the Engineer. Any dispute in respect of the updated estimate shall be determined in accordance with Section 1.14 hereof.
- (iii) **Delay of Award of Construction Contract** - In the event the Construction Contract is not awarded within N/A months of the acceptance of the Engineer's design by the Client, the final fee for design shall be determined as in Subsection 3.1.4.1(i) above, and Subsection 3.1.4.1(ii) shall not apply. Further services for the Project beyond the N/A months will be undertaken on a "time" basis as set out below.
- (iv) **On Completion of the Work** - Following completion of the Work as defined in the Construction Act, the Engineer shall recalculate their fee on the basis of the Cost of the Work and upon such recalculation the amount paid to the Engineer shall be adjusted to equal the full amount of the recalculated fee including the repayment by the Engineer of any overpayment to the Engineer. Any dispute in respect of the calculation of fees shall be determined in accordance with Section 1.14 hereof.

3.1.5 Time Basis: Where compensation is to be paid on a "Time Basis":

- .1 The Client shall pay the Engineer a fee, calculated on a time basis, for performance of the Services. Fees on a time basis for all staff shall be at hourly rates based on job classifications as agreed to by the parties in writing.
- .2 If the Project is greater than one (1) year in duration, the Engineer may from time to time seek approval from the Client to adjust hourly rates and such approval shall not be unreasonably withheld.
- .3 All time expended on the Services, whether in the Engineer's office, at the Site, or elsewhere, excluding including travel time (eligibility of travel time shall be determined by the Client as outlined in the Terms of Reference), shall be chargeable.
- .4 When requested by the Client, the Engineer shall provide, for approval by the Client:
 - (i) An estimate of the total fees to be paid for the Services;

- (ii) A payment schedule showing an estimate of the portion of the Services to be completed in each month and an estimate of the portion of the fee which will be payable for each such month consistent with the Schedule; and
- (iii) A list of Engineer's Staff showing the number, classifications and hourly rates for Engineer's Staff for which the Engineer will seek payment on a time basis. The Engineer shall relate such information to the particular type of work that such staff are to perform while employed on the Project. Such list shall designate the member of the Engineer's Staff who is to be the liaison person between the Engineer and the Client.

.5 The Engineer will require prior written approval from the Client for any of the following changes:

- (i) Any increase in the estimated fees beyond those approved under Subsection 3.1.5.4(i);
- (ii) Any change in the schedule which results in a longer period than provided in Subsection 3.1.5.4(ii); and/or
- (iii) Any change in the number, classification and hourly rate ranges of the Engineer's Staff provided under Subsection 3.1.5.4(iii).

.6 The Engineer shall submit an invoice to the Client for all Services performed and reimbursable expenses incurred, if any, in the immediately preceding month.

3.1.6 **Upset Cost Limit Basis:** Where compensation is to be paid on an "Upset Cost Limit Basis":

- .1 The Engineer shall be paid a fee, calculated on a "Time Basis", for the Services in accordance with Subsection 3.1.5.
- .2 The parties further agree that, notwithstanding Subsections 3.1.3 and 3.1.6.1, the total fees and disbursements to be paid by the Client to the Engineer for the Services shall not exceed the total upset amount of \$ N/A plus Value Added Taxes.
- .3 Notwithstanding Subsections 3.1.6.1 and 3.1.6.2, the Client, at its sole discretion, may limit the fees and disbursements paid by the Client to the percentage equivalent of Project completion in the opinion of the Client.

3.1.7 **Lump Sum Basis:** Where compensation is to be paid on a "Lump Sum Basis":

- .1 Fees for the Services will be the fixed fee of \$ N/A , which fee is inclusive of all labour, disbursements, reimbursable expenses, overhead and profit.
- .2 Progress invoices will be issued monthly for an amount based on the percentage of Services completed, except that where the parties have agreed to payment of the lump sum on the basis of milestones, progress invoices shall be issued following achievement of each milestone for the amount of the agreed-to milestone payment.

- .3 If the Project is abandoned or delayed for any reason beyond the Engineer's control, the Client shall pay a fee for Services rendered to that date, plus the termination expenses reasonably incurred by the Engineer in winding down the Project.

3.2 Invoicing and Payment

3.2.1 All invoices submitted by the Engineer to the Client under this Agreement shall contain the following information (together with any other information required by the Construction Act):

- .1 The Engineer's name and address;
- .2 The date of the invoice and the period during which invoiced Services were supplied;
- .3 Information identifying the Agreement under which Services were supplied;
- .4 A description of the Services supplied;
- .5 The amount payable for the Services supplied, and a statement that payment is due upon receipt;
- .6 The name, title, telephone number and mailing address of the person to whom payment is to be sent;
- .7 If requested by the Client, a written report showing the portion of the Services completed in the preceding month; and
- .8 The following additional information (if any):

3.2.2 If the Client intends to dispute any invoice delivered by the Engineer, in whole or in part, the Client shall, within fourteen (14) calendar days of receiving the invoice, deliver to the Engineer a notice of non-payment as prescribed by the Construction Act. Any undisputed portion of any invoice shall remain payable upon receipt in accordance with the terms of payment set out in Subsection 3.2.3.

- 3.2.3 Invoices will be due as presented and payable by the Client upon receipt, and in any event no later than twenty-eight (28) calendar days after receiving the proper invoice detailed in Subsection 3.2.1.
- 3.2.4 Interest on overdue accounts will be charged at the rate of 18.00 % per annum.

Remainder of page left intentionally blank. Signature page follows.

This Agreement is entered into by the parties on the date first set out above as evidenced by its execution as follows:

ENGINEER: Jp2g Consultants Inc. Engineers - Planners - Project Managers

The signatory shall have the authority to bind the Engineer for the purposes of this Agreement.

This _____ day of _____ 20__

Signature		Signature	
Name	Neil S. Caldwell, P. Eng., PMP	Name	J. E. Hunton, BES, MCIP, RPP
Title	Chief Executive Officer	Title	Senior Vice President

CLIENT: Town of Mattawa

The signatory shall have the authority to bind the municipality or its agency for the purposes of this Agreement.

This _____ day of _____ 20__

Signature		Signature	
Name	Raymond Bélanger	Name	Paul Laperriere, CPA, CA
Title	Mayor	Title	CAO/Treasurer



INFORMATION REPORT

PREPARED FOR: MAYOR BÉLANGER AND MEMBERS OF COUNCIL
PREPARED BY: PAUL LAPERRIERE, CAO/TREASURER
TITLE: SEVERE WINDSTORM
DATE: MONDAY, JULY 13, 2026
REPORT NO: 26-32R

BACKGROUND

A severe windstorm hit the Mattawa area on June 30, 2026.

ANALYSIS AND DISCUSSION:

This is the second severe storm since May 18, 2026, causing widespread damage, prolonged power outages and Bell phone and cellular services to be down. The service interruptions carried through to July 2, 2026.

As a result, all Canada Day activities were cancelled/postponed.

Hard hit was Sid Turcotte Park, yet again. At Explorers' Point, two (2) large trees were knocked down, barely missing Big Joe. The 2 largest trees at Townhall were compromised. We will have an arborist assess the damage to confirm if they need to be taken down.

Public Works spent considerable time repairing the damage to the dock at Explorers' Point. The storm also washed out the new reservoir access road rendering it inaccessible by car or truck.

Similar to the last storm, trees were knocked down in and around town, albeit not as extensive. Public Works crew and the Mattawa Fire Department were on the scene Tuesday evening, June 30, and much of Canada Day to remove debris and fallen trees, making our area streets open to traffic. Papineau-Cameron was also hit hard with many downed trees.

FINANCIAL CONSIDERATIONS

Unknown at this time and will consist mostly of additional staff hours and over-time, especially on Canada Day.

RELEVANT POLICY/LEGISLATION:

ATTACHMENTS:

RECOMMENDATION:

It is recommended that Council receives and accepts this report.

Proposed Motion

BE IT RESOLVED THAT Council of the Corporation of the Town of Mattawa receives Report # 26-32R titled Severe Windstorm.



INFORMATION REPORT

PREPARED FOR: MAYOR BÉLANGER AND MEMBERS OF COUNCIL

PREPARED BY: AMY LECLERC, MUNICIPAL CLERK
SABRINA POULLAS, DEPUTY CLERK

TITLE: RESTRICTED “LAME DUCK” PERIOD

DATE: MONDAY JULY 13, 2026

REPORT NO: 26-33R

BACKGROUND

Section 275 of the *Municipal Act, 2001* protects incoming Councils by preventing an outgoing Council from making major structural or financial commitments during an election transition.

The Lame Duck status is determined mathematically based on whether three-quarters (75%) of the current Council members are guaranteed of returning. If a Council has 7 members, at least 6 members must be returning to avoid Lame Duck status.

ANALYSIS AND DISCUSSION:

RESTRICTED ACTS

If Council enters a Lame Duck period, Section 275(3) specifies that Council **shall not** take action on the following four matters:

- **Appointing or removing any officer** of the municipality (e.g., CBO, Clerk, Treasurer, Fire Chief).
- **Hiring or dismissing any employee** of the municipality (this typically applies only to positions requiring direct Council approval).
- **Disposing of any real or personal property** of the municipality with a value exceeding \$50,000 at the time of disposal.
- **Incurring any expenditure or liability** exceeding \$50,000.

Important Exception: The \$50,000 limit on expenditures and property disposal **does not apply** if the item or liability was explicitly approved in the municipality's 2026 capital or operating budgets *before* Nomination Day.

While regular, pre-budgeted operations continue normally during a Lame Duck period, unexpected or time-sensitive events (such as an emergency watermain break, critical IT infrastructure failure, or an urgent staffing vacancy) could cause major operational friction if Council is legally blocked from acting.

To mitigate this risk, Section 275(6) allows a municipality to delegate these restricted powers to a person or body *before* the restriction is triggered.

Staff recommend delegating these restricted operational powers to the Chief Administrative Officer (CAO), subject to the following strict conditions:

- The authority is only active if the Clerk officially determines and declares that Council is in a Lamé Duck state.
- Expenditures/liabilities must be strictly necessary for the immediate continuity of services, to address emergencies, or to prevent severe legal or financial damage to the municipality.
- The CAO will be required to submit a comprehensive information report to the incoming Council in Q1 2027 detailing any and all exercises of this delegated authority.

FINANCIAL CONSIDERATIONS

RELEVANT POLICY/LEGISLATION:

Municipal Act, 2001 and Municipal Elections Act, 1996

ATTACHMENTS:

Draft delegation by-law

RECOMMENDATION:

It is being recommended that Council approve the draft by-law and directs the Clerk to bring forward the by-law at the next regular meeting before the restricted period, if it applies to this Council.

Proposed Motion #1

BE IT RESOLVED THAT Council of the Corporation of the Town of Mattawa receives Report # 26-33R titled Restricted “Lame Duck” Period.

Proposed Motion

BE IT RESOLVED THAT Council approves the draft by-law and is in agreement to delegate the limited authority and operational powers to the CAO/Treasurer during the “lame duck” period of Council as per Section 275 (3) of the Municipal Act, S.O. 2001.

AND FURTHER directs the Clerk to bring forward the by-law for final approval at the next regular meeting of Council.

THE CORPORATION OF THE TOWN OF MATTAWA

BY-LAW NUMBER 26-XX

BEING a by-law to delegate authority to the Chief Administrative Officer (CAO) for Certain Acts during a Restricted “Lame Duck” Period.

WHEREAS, Section 275 of the Municipal Act S.O. 2001, c 25, as amended, restricts acts that a Council can take after Nomination Day (August 21, 2026 at 2:00 p.m.) and after Voting Day (October 26, 2026) if the Council is in a lame duck position.

AND WHEREAS Section 275 (3) of the Municipal Act S.O. 2001, c. 25 restricts Council from taking action on the following:

- The appointment or removal from office of any officer of the municipality;
- The hiring or dismissal of any employee of the municipality;
- The disposition of any real or personal property of the municipality which has a value exceeding \$50,000 at the time of disposal; and
- Making any expenditure or incurring any other liability which exceeds \$50,000.00

AND WHEREAS Section 275 (6) of the Municipal Act S.O. 2001, c. 25 states that nothing in this section prevents any person or body exercising authority of a municipality that is delegated to the person or body prior to nomination day for the election of the new council;

AND WHEREAS Council deems it expedient to delegate authority to the CAO to take action, where necessary, on certain acts during the “Lame Duck” period.

NOW THEREFORE the Council of the Town of Mattawa enacts as follows:

1. **THAT** the Council of the Corporation of the Town of Mattawa hereby delegates authority under Section 275 (3) of the Municipal Act S.O. 2001 between Nomination Day and commencement of the Council Terms as follows:
 - a) The CAO be delegated authority as the financial signing authority for Expenditures exceeding \$50,000.00.
 - b) That the CAO be delegated the authority to execute agreements of Purchase and Sale, pertaining to the disposition of any real or personal property of the municipality which has a value exceeding \$50,000.00 at the time of disposal for the acquisition of property.
 - c) The CAO be delegated the authority to hire or dismiss any employee of the municipality of the Town of Mattawa.
2. **THAT** the CAO will report to Council at the next meeting or as soon as practicable on any actions taken under the restrictions listed in Section 275 (3) of the Municipal Act S.O. 2001
3. **THAT** this By-Law shall come into force and effect only if the present Council is subject to the “Lame Duck” provisions in accordance with the Section 275 (3) of the Municipal Act and shall not extend beyond the commencement of the next Council Term.

READ A FIRST and SECOND TIME, this xx day of xxxxxxx, 2026.

READ THIRD TIME and FINALLY PASSED, this xx day of xxxxxxx, 2026.

Mayor

Clerk

DATE: MONDAY JULY 13, 2026

17.1

THE CORPORATION TOWN OF MATTAWA

MOVED BY COUNCILLOR _____

SECONDED BY COUNCILLOR _____

BE IT RESOLVED THAT this regular meeting adjourn at _____ p.m.