



**THE CORPORATION OF THE
TOWN OF MATTAWA**

AGENDA

**REGULAR MEETING OF COUNCIL
MONDAY, SEPTEMBER 25TH, 2023
7:00 P.M.**

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

**TELECONFERENCE # 1-647-374-4685
MEETING ID CODE: 846 3792 1733
PASSCODE: 409429**

**TOWN OF MATTAWA REGULAR MEETING AGENDA
MONDAY, SEPTEMBER 25TH, 2023 @ 7:00 P.M.
DR. S. F. MONESTIME MUNICIPAL COUNCIL CHAMBERS
TELECONFERENCE # 1-647-374-4685
MEETING ID CODE: 846 3792 1733 PASSCODE: 409429**

- 1. Call to Order**
- 2. Disclosure of Pecuniary Interest and Nature Thereof**
- 3. Petitions & Delegations**
- 4. Correspondence**
 - 4.1 Fern Levesque – Re: Resignation Letter as of October 1st, 2023
 - 4.2 FONOM – Re: Support Resolution for Northern School of Medicine
 - 4.3 Citizenship & Immigration Canada – Re: Appreciation Letter of Support for RNIP
 - 4.4 ROMA – Re: August Board Meeting Highlights
 - 4.5 MMAH – Re: Housing Affordability Task Force’s Recommendations
 - 4.6 Office of the Fire Marshal – Re: Interpretation of s.6(3) of the Fire Protection & Prevention Act
- 5. Questions/Comments (public & Council) about the Content of the Agenda**
- 6. Municipal Report Number 898**
 - **Minutes of Previous Meeting (s)**
 - **Presentation of By-laws/Resolutions**
 - **Adoption of Report**
- 7. Committee Reports**
 - 7.1 Amy Leclerc, Municipal Clerk/Revenue Services Clerk – Re : Draft Rules and Procedures For Conducting a Meeting & Code Of Conduct– Report # 2023-91R
- 8. Questions Period**
- 9. New/Old Business**
- 10. 2/3 (Special Resolutions – not previously circulated)**
- 11. In Camera (Closed)**
 - 11.1 CUPE Negotiations Update
- 12. Return to Regular Session**
- 13. Adjournment**

Members of Council,

Attached please find Municipal Report Number 898 for consideration by Council.

Respectfully submitted

**Amy Leclerc
Clerk**

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THE CORPORATION TOWN OF MATTAWA

MOVED BY: COUNCILLOR _____

SECONDED BY: COUNCILLOR _____

BE IT RESOLVED THAT the minutes of the Regular Meeting of Monday, September 11th, 2023 be adopted as circulated.

THE CORPORATION OF THE TOWN OF MATTAWA

The minutes of the Regular Meeting of Council held Monday, September 11th, 2023 at 7:00 p.m. in the Dr. S.F. Monestime Council Chambers.

Council Present: Mayor Raymond A. Bélanger
Deputy Mayor Mathew Gardiner
Councillor Dexture Sarrazin
Councillor Fern Levesque
Councillor Loren Mick
Councillor Laura Ross
Councillor Garry Thibert (via teleconference)

Staff Present: Paul Laperriere, Interim CAO/Treasurer
Amy Leclerc, Municipal Clerk/Revenue Services Clerk
Brittany Belanger, Executive Assistant

*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 by Mayor Bélanger at 7:00 p.m.

Resolution Number 23-203

Moved by Councillor Laura Ross

Seconded by Councillor Dexture Sarrazin

BE IT RESOLVED THAT Council of the Corporation of the Town of Mattawa temporarily suspend the rules of the procedural by-law for the Regular Meeting of Monday, September 11th, 2023.

CARRIED – unanimous

2. Disclosures of Pecuniary Interest and Nature Thereof
3. Petitions & Delegations

*Councillor Loren Mick arrived for the meeting at 7:02 p.m.

4. Correspondence
5. Questions/Comments about the Content of the Agenda
6. Municipal Report Number 897

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Moved by Councillor Fern Levesque

Seconded by Deputy Mayor Mathew Gardiner

BE IT RESOLVED THAT the minutes of the Regular Meeting of Monday, August 28th, 2023 be adopted as circulated.

CARRIED – unanimous

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Moved by Deputy Mayor Mathew Gardiner
Seconded by Councillor Laura Ross

BE IT RESOLVED THAT Council of the Town of Mattawa supports Resolution # 2023-72 from the Corporation of the City of Clarence-Rockland for the third party study of the Ottawa River and its tributaries and basins in order to provide the Ottawa River Planning Board with better tools to adapt the river to the influences of climate change and from the impact of development.

CARRIED – unanimous

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Moved by Councillor Loren Mick
Seconded by Councillor Dexture Sarrazin

BE IT RESOLVED THAT Council approves the form of draft by-law and franchise agreement attached hereto and authorizes the submission thereof to the Ontario Energy Board for approval pursuant to the provisions of Section 9 of the *Municipal Franchises Act*.

AND FURTHER THAT Council requests that the Ontario Energy Board make an Order declaring and directing that the assent of the municipal electors to the attached draft by-law and franchise agreement pertaining to the Corporation of the Town of Mattawa is not necessary pursuant to the provisions of Section 9(4) of the *Municipal Franchises Act*.

CARRIED – unanimous

Resolution Number 23-204

Moved by Deputy Mayor Mathew Gardiner
Seconded by Councillor Fern Levesque

BE RESOLVED THAT the Municipal Report Number 897 be adopted.

CARRIED – unanimous

7. Committee Reports

- 7.1 Paul Laperriere, Interim CAO/Treasurer – Re: Engineers & Planners of Record Agreement – Report # 2023-89R

Resolution Number 23-205

Moved by Deputy Mayor Mathew Gardiner
Seconded by Councillor Fern Levesque

BE IT RESOLVED THAT Council of the Town of Mattawa receives Report # 2023-89R titled Engineers & Planners of Record Agreement.

AND FURTHER THAT Council approves the agreement with Jp2g Consultants Inc and directs staff to bring forward the formal agreement by way of By-law to the next regular meeting of Council.

CARRIED – Recorded vote and the vote was unanimous

7.2 Mayor Raymond A. Bélanger – Re: AMO 2023 Conference – Report # 2023-90R

Resolution Number 23-206

Moved by Councillor Fern Levesque

Seconded by Councillor Dexture Sarrazin

BE IT RESOLVED THAT Council of the Corporation of the Town of Mattawa receives Report # 2023-90R titled AMO 2023 Conference.

CARRIED – unanimous

8. Questions from the Floor

9. New/Old Business

Councillor Fern Levesque inquired about the Rosemount Valley Suites to see if there has been any interest in the Expression of Interest. A request was made for a report to be brought forward to Council with an update.

Deputy Mayor Mathew Gardiner had been approached by members of the community to receive a letter of recognition for those who completed great accomplishments. An update regarding the Mattawa Museum donation request was provided, the Mattawa Museum Committee was not ready to present to the Corporate Services Committee with a report at this time, they will be invited back to have the opportunity to present.

Councillor Loren Mick updated Council that he was meeting with the new CEO of the John Dixon Public Library and will report back with an update.

Mayor Bélanger advised Council that the Tree Clearing Project has begun on Dorion Road.

Councillor Garry Thibert has been invited to the next Mattawa & Area Food Bank meeting and will provide an update to Council.

10. 2/3 (Special Resolutions – not previously circulated)

Resolution Number 23-207

Moved by Councillor Fern Levesque

Seconded by Councillor Loren Mick

WHEREAS the Town of Mattawa is located in Aboriginal territory, we will be observing the National Day of Truth and Reconciliation on Friday, September 29th. All municipal offices will be closed to observe this day.

BE IT RESOLVED THAT Council approves the closure of all municipal offices on Friday, September 29th, 2023 due to the National Day of Truth and Reconciliation falling on Saturday, September 30th, 2023 and directs staff to post a public notice on the municipal website, Mattawa App and Town of Mattawa social media sites.

CARRIED – Recorded vote and the vote was as follows:

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

Against: Mayor Bélanger and Councillor Sarrazin

11. In Camera (Closed) Session

11.1 CUPE Negotiations

11.2 Personnel Matters

11.3 Operational Review Update

Resolution Number 23-208

Moved by Councillor Laura Ross

Seconded by Councillor Loren Mick

BE IT RESOLVED That this Committee proceed in Camera at 8:07 p.m. in order to address a matter pertaining to:

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

d) labour relations or employee negotiations.

CARRIED – unanimous

*Councillor Garry Thibert left the In Camera (Closed) Session and meeting at 8:10 p.m.

12. Return to Regular Session

Resolution Number 23-209

Moved by Councillor Laura Ross

Seconded by Councillor Fern Levesque

BE IT RESOLVED THAT the Regular Meeting of Council reconvene at 9:32 p.m.

CARRIED – unanimous

13. Adjournment

The Regular Meeting of Council Monday, September 11th, 2023 adjourned at 9:33 p.m.

Mayor

Clerk

THE CORPORATION TOWN OF MATTAWA

MOVED BY: COUNCILLOR _____

SECONDED BY: COUNCILLOR _____

BE IT RESOLVED THAT Council of the Town of Mattawa approve By-law No. 23-26 which will authorize the signing of the Engineers and Planners of Record Services Agreement with Jp2g Consultants Inc. for a three year term from April 1, 2023 to December 31, 2025

**THE CORPORATION OF THE TOWN OF MATTAWA
BY-LAW NUMBER 23-26**

BEING a by-law authorizing the signing of an agreement with Jp2g Consultants Inc. to provide Engineering Support on municipal infrastructure related matters and Planning Support on land use planning matters.

WHEREAS Subsection 8 of the Ontario Municipal Act 2001, S. O. 2001, c. 25 empowers and authorizes a municipality to enter into an agreement to enable them to govern their affairs as they consider appropriate.

AND WHEREAS the firm, Jp2g Consultants Inc. has agreed to provide such support services on a "call up" basis in accordance with the provisions in the attached Standing Offer Agreement (SOA), attached as per Appendix "A" to this By-law.

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

1. **THAT** The Mayor and Clerk are hereby authorized to execute the aforesaid Agreement on behalf of the Council of the Corporation of the Town of Mattawa, in accordance with the terms and conditions referred to in this agreement attached to this By-law and known as Appendix "A".
2. **THAT** this Agreement shall be effective and shall remain in effect and force in accordance with the terms of the agreement subject to any amendments thereto or the termination of the said agreement.

READ A FIRST and SECOND time this 25th day of September, 2023.

READ A THIRD TIME and FINALLY PASSED this 25th day of September, 2023.

Mayor

Clerk

**STANDING OFFER AGREEMENT (SOA)
FOR CONSULTING ENGINEERING AND PLANNING SERVICES
APRIL 1, 2023 TO DECEMBER 31, 2025**



**CLIENT/CONSULTANT AGREEMENT
FOR MUNICIPAL WORKS
SHORT FORM (2011)**

MEMORANDUM OF AGREEMENT BETWEEN

THE CORPORATION OF THE Town of Mattawa (Client)

And

Jp2g Consultants Inc., Engineers · Planners · Project Managers (Consultant)

Dated September, 2023

WHEREAS the Town of Mattawa hereinafter referred to as the Client requires Engineering Support from time to time on municipal infrastructure related matters and Planning Support on land use planning matters and whereas the Client intends to commission these services on a Standing Offer Agreement (SOA) basis, the parties hereto agree as follows

1. The primary services required shall be municipal engineering support and land use planning support to be provided on a "call up" basis in accordance with the provisions of this Standing Offer Agreement (SOA).
2. The main point of contact for implementation of this Standing Offer Agreement will be

Town of Mattawa
160 Water Street
P.O. Box 390
Mattawa, Ontario P0H 1V0
Paul Laperriere
Interim CAO/Treasurer
Telephone: (705) 744-5611
e-mail: cao@mattawa.ca

Jp2g Consultants Inc.
Engineers · Planners · Project Managers
12 International Drive
Pembroke, Ontario K8A 6W5
J. E. Hunton, MCIP, RPP
Senior Vice President
Telephone: (613) 735-2507, Ext. 122
e-mail: jhunton@jp2g.com

3. Engineering and/or Land Use Planning Services will be commissioned on a “call up” basis initiated by and at the sole discretion of the Town of Mattawa wherein the Consultant will provide a response in writing outlining scope of work, proposed methodology/schedule and budget based on staffing rates provided in Clause 9 and Schedule A hereto.

The response to the “call up” shall be approved in writing by the Client before any work is initiated.

4. The Client hereby retains the services of the Consultant in connection with Town of Mattawa municipal infrastructure matters and/or land use planning matters on an as required “call up” basis for the period April 1, 2023 to December 31, 2025 and the Consultant hereby agrees to provide the services set out in Section 5 below.

5. The services (“Services”) to be provided by the Consultant on a “call up” basis shall consist of the following:

- Assistance for Infrastructure Funding Applications and/or Presentations to Funding Agencies
- Engineering Analysis of existing or proposed Municipal Infrastructure
- Analysis and Recommendations pertaining to municipal operational matters
- Technical Support for review of development projects including site plan application review
- Development Application peer review
- Civil, Mechanical, Electrical, Structural Engineering Analysis and Design
- Construction Administration/Site Review
- Project Management
- Preparation and/or Review of Official Plan Amendments
- Preparation and/or Review of Zoning By-law Amendments
- Planning Review and Report on Site Plan Applications, Severance Applications, Plan of Subdivision Applications
- Preparation or Review of Planning Reports as required/requested

6. The Client shall pay the Consultant based on monthly invoices.

7. The Client may terminate all or any part of the above noted work program by giving the Consultant notice in writing to that effect. In the event of termination or partial termination the Consultant shall be paid for work performed in accordance with the approved call ups to the point of termination.

8. In order to provide data for the calculation of fees on a monthly invoice basis, the Consultant shall keep a detailed record of the hours worked by staff employed for each call up. The Client may inspect timesheets and record of expenses and disbursements of the Consultant during regular office hours with respect to any item which the Client is required to pay on a time scale or disbursement basis as a result of this Agreement. The Consultant, when requested by the Client, shall provide copies of receipts with respect to any disbursement for which the Consultant claims payment under this Agreement.

When a call up is requested by the Client, the Consultant shall provide, in addition to the requirements of Clause 3, the following information for approval by the Client:

- (a) An estimate of the total fees to be paid for the Services which will include normal disbursements, subconsultants as noted on an approved Work Program or Work Breakdown Structure and HST.
- (b) A Staff list showing the number, classifications and hourly rate rates for staff including Principals and Executives on each project call up for which the Consultant will seek payment on a time basis to budget limits as per 5 (a) above. Such list shall designate the member of the Consultant's staff who is to be the point of contact between the

Consultant and the Client for a particular call up. The Client will likewise indicate the Town's point of contact on a project specific basis. See Schedule A hereto for Jp2g Consultants Inc. staff list and 2023 rate schedule.

Monthly invoices shall include fees calculated on a time basis, subconsultant fees, reimbursable expenses and HST.

9. Jp2g staff rate ranges for the purposes of this Standing Offer Agreement July 1, 2023 to July 1, 2024 shall be as follows:

Principals/Executives/Directors	\$240 - \$265 per hour
Senior Project Manager	\$225 per hour
Senior Engineer	\$150 - \$195 per hour
Junior Engineer	\$100 - \$135 per hour
Engineers in Training/Engineering Technicians	\$100 - \$110 per hour
CAD Drafting	\$90 per hour
Clerical Support	\$65 - \$85 per hour
Site Supervisors	\$75 to \$120 per hour
Survey Crew	\$1,750 per day

The July 2023 Staff List and Rate Table for Jp2g Consultants Inc. is attached as Schedule A hereto.

Hourly rates will be adjusted in accordance with the Consumer Price Index for Ontario on June 30, 2024 and June 30, 2025.

10. Reimbursable Expenses: In addition to the fee, the Consultant shall be reimbursed at cost plus an administrative charge of 5%, for all expenses properly incurred in connection with the Project, including but not limited to:

vehicle use charges, travelling and living expenses, long distance telephone charges, facsimile transmission charges, printing and reproductions, progress photography, advertising for tenders, special delivery and express charges, chemical and physical tests.

11. The Consultant shall submit an invoice to the Client for all Services completed in the immediately preceding month. Unless otherwise set out in the letter of engagement, payment shall be due 30 days following date of invoice.
12. The Consultant may engage others as sub-consultants for specialized services provided that prior approval is obtained, in writing, from the Client and may add a mark-up of not more than 5% of the cost of such services to cover office administration costs when claiming reimbursement from the Client plus the cost of the additional insurance incurred by the Consultant for the specialized services.
13. The Client will accept the insurance coverage amount specified in this clause section (a) as the aggregate limit of liability of the Consultant and its employees for the Client's damages.
 - (a) Comprehensive General Liability and Automobile Insurance
The Insurance Coverage shall be \$2,000,000 per occurrence and in the aggregate for general liability and \$2,000,000 for automobile insurance. When requested, the Consultant shall provide the Client with proof of Comprehensive General Liability and Automobile Insurance (Inclusive Limits) for both owned and non-owned vehicles.
 - (b) Professional Liability Insurance
The Insurance Coverage shall be in the amount of \$2,000,000 per claim and in the aggregate. When requested, the Consultant shall

provide to the Client proof of Professional Liability Insurance carried by the Consultant, and in accordance with the Professional Engineers Act (RSO 1990, Chapter P. 28) and regulations therein.

14. Unless otherwise provided in this Agreement, where the work of the Consultant is 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 Consultant, 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 Consultant with such other authority, department of government or agency. Costs for all application fees shall be borne by the Client unless otherwise provided for by the consultant.
15. The Consultant shall indemnify and save harmless the Client from and against all claims, actions, losses, expenses, costs or damages of every nature and kind whatsoever which the Client, his employees, officers or agents may suffer, to the extent the Consultant is legally liable as a result of the negligent acts of the Consultant, his employees, officers or agents in the performance of this Agreement.

The signatories shall have the authority to bind their corporation, company or firm, as the case may be, for purposes of this agreement

Client

Consultant

Raymond A. Bélanger, Mayor

J. M. Janota, M. Sc., P. Eng., President

Amy Leclerc, Clerk

J. E. Hunton, MCIP, RPP, Sr. Vice President

Dated _____

Dated _____

**SCHEDULE A
Jp2g CONSULTANTS INC.
STAFF LIST & RATE TABLE
JULY 2023**

SCHEDULE A
Jp2g CONSULTANTS INC.
ENGINEERS · PLANNERS · PROJECT MANAGERS
STAFF LIST/RATE TABLE
2023/2024

Employee Type	Employee	2023 Rate Table
President	J. M. Janota, M. Sc., P. Eng.	\$265
Principal, CEO	N. Caldwell, P. Eng., PMP	\$265
Senior Vice President	J. E. Hunton, MCIP, RPP	\$265
Principal, Vice President	S. Webster, P. Eng.	\$265
Director – Planning	B. Whitehead, MA, MCIP, RPP	\$240
Senior Engineer II	D. Nguyen, P. Eng.	\$240
Director – Environmental	K. Mooder, MCIP, RPP	\$225
Senior Electrical Engineer	R. Kong, P. Eng., PMP	\$225
Senior Project Engineer	M. Fadock, M.A.Sc., EIT	\$195
Senior Stormwater Engineer	S. Arends, P. Eng.	\$195
Senior Hydrogeologist	A. Buzza, P. Geo.	\$180
Project Civil Engineer	K. Nagora, P. Eng.	\$180
Senior Structural Engineer	I. Johnson, P. Eng.	\$180
Senior Project Manager	E. Schulz	\$180
Senior Planner	F. Symons	\$175
Senior Planner	A. Hommik	\$155
Project Engineer II	A. MacDonald, P. Eng.	\$155
Senior Engineer I	R. Sapinski, P. Eng.	\$155
Senior Engineer I	P. Raglin, P. Eng.	\$140
Senior Technologist	L. Aubertin, C. Tech.	\$145
Quality Assurance Manager	L. Nowak	\$145
Biologist	B. Kenny	\$125
Project Engineer	D. Seymour, P. Eng.	\$135
IT Manager	T. Bimm	\$125
Site Contract Admin.	S. Davidson	\$120
Senior Technician (Survey)	P. Larochelle	\$120
Intermediate Technician	J. Schulz	\$120
Executive Assistant	L. Resmer	\$115
Senior Technician	V. Koss	\$110
Site Contract Admin.	K. Dickson	\$110
Junior Planner	K. Curry	\$95
Junior Technician	G. Diamond	\$90
Technical Support (Clerical)	J. Graham	\$85
Site Contract Administrator	J. Novack	\$75