



Agenda

Council Meeting

Tuesday, September 3, 2024
Council Chambers

Following Finance and Administration Committee

(This meeting is live streamed on the [City's YouTube page](#) or it can be viewed on YourTV Community Channel 12)

1. **Call to Order**
2. **Opening Prayer/Reflection**
3. **Disclosure of Pecuniary Interest & General Nature Thereof**
4. **Minutes**
 - i. Approve minutes from Council
 - a. Regular Meeting of Council – August 13, 2024
 - ii. Adopt minutes from Committees
 - a. Combined Committee Meeting – August 13, 2024
5. **By-laws**
 - a. 2024-52 Official Plan Amendment #23
 - b. 2024-53 Parking By-law Amendment
 - c. 2024-54 Canada Community Building Fund Agreement
6. **Motions**
 - a. Resolution 2024-021 Physician Shortage in Ontario
 - b. Resolution 2024-022 Zero Emission Vehicle Infrastructure Program
7. **Mayor's Report**
8. **Notices of Motion**
9. **Councillor Updates**
10. **Closed Session**
 - That City of Pembroke Council convene in Closed Session with authorized staff remaining in the room, pursuant to the following section of the Municipal Act, 2001:
 1. Section 239(2)(c) a proposed or pending acquisition or disposition of land by the municipality or local board.

More specifically as it relates to:

- Sale of Land to Town of Petawawa through the Pembroke and Area Airport Commission

12. Business Arising from Closed Session

13. Confirming By-law

- Confirming By-law 20-2024

14. Adjournment

City of Pembroke Council Meeting

Council Chambers
Pembroke, Ontario
August 13, 2024
9:44 p.m.

1. Call to Order

Present:

Mayor Gervais, Chair
Deputy Mayor Abdallah
Councillor Kuehl
Councillor Jacyno
Councillor Lafreniere
Councillor Plummer
Councillor Purcell

Also Present:

Angela Lochtie Treasurer/Deputy Clerk
Victoria Charbonneau, Municipal Clerk

Mayor Gervais called the regular meeting of Council to order at 9:44 p.m.

2. Opening Prayer/Reflection

3. Disclosure of Pecuniary Interest & General Nature Thereof

4. Minutes

- i. Approve minutes from Council
 - a. Regular Meeting of Council – July 16, 2024

Motion:

Moved by Councillor Lafreniere

Seconded by Deputy Mayor Adadallah

That the minutes of the Regular Meeting of Council of July 16, 2024, be approved as circulated.

Carried

- ii. Adopt minutes from Committees
 - a. Combined Committee Meeting – July 16, 2024

Motion:

Moved by Councillor Purcell

Seconded by Councillor Plummer

That the minutes of the Combined Committee meeting held on July 16, 2024, be adopted as circulated.

Carried

- b. Striking Committee Meeting – July 16, 2024

Motion:

Moved by Councillor Kuehl

Seconded by Councillor Plummer

That the minutes of the Striking Committee meeting held on July 16, 2024, be adopted as circulated.

Carried

5. Committee Reports

- a. Striking Committee – Appoint Members to the Pembroke Economic Development Advisory Committee

Motion:

Moved by Councillor Jacyno

Seconded by Councillor Plummer

That City of Pembroke Council remove the recommended individual from the Pembroke Economic Advisory Committee;

Furthermore, that staff be directed to advertise up to two vacancies be appointed to the Pembroke Economic Development Advisory Committee for the current term of Council ending November 14, 2026;

Carried

- b. Striking Committee – Appoint Members to the Pembroke Transit

Motion:

Moved by Councillor Purcell

Seconded by Councillor Lafreniere

That the City of Pembroke Council appoint Ankit Vyas, Stephen Boldt, Chad Leduc-Smith, Sean Turner and Ted Moryto [under the general public category] and;

Mayor Gervias, Deputy Mayor Abdallah and Councillor Jacyno [under the Council category] to the Pembroke Transit Steering Committee.

Carried

- c. Combined Committee – That Tender Contract No. 23654-1 for Isabella Street catchment

Motion:

Moved by Councillor Plummer

Seconded by Deputy Mayor Abdallah

That That the City of Pembroke Combined Committee approve award for the Isabella Street Catchment Area #1 (Moffat Street between Pembroke Street West and Renfrew Street) Contract No. 23654-1 to Bonnechere Excavating Inc. for a contract value of \$1,814,124.08 plus applicable HST. and;

Furthermore, that the Combined Committee approve additional expenditures in the amount of \$75,000 for a contingency allowance and;

Furthermore, that the budget shortfall of \$506,162.87 be funded from re-allocated and surplus funds from the following projects (and their associated amounts of surplus funds);

Carmody Street Watermain (Surplus \$100,000)

Water Distribution: Pressure Zones (Reallocation \$150,000)

Crandall St. LS Reallocation (\$55,000)

Bell Street Reconstruction Surplus (\$215,000)

For a total value of \$1,889,124.08 plus applicable HST.

Carried

6. By-laws

a. 2024-50 Pembroke Lumber Kings Lease Renewal

Motion:

Moved by Councillor Lafreniere

Seconded by Councillor Kuehl

That By-law 2024-50, being a by-law to authorize the entering into of an agreement with the Pembroke Junior "A" Lumber Kings Hockey Club Inc., be adopted and passed;

And Further That said By-law be signed by the Mayor and Clerk and sealed with the seal of the Corporation.

Carried

b. 2024-51 Encroachment Agreement Delegation

Motion:

Moved by Councillor Jacyno

Seconded by Deputy Mayor Abdallah

That By-law 2024-51, a by-law to delegate encroachment agreement approvals to the Chief Administrative Officer, be adopted and passed;

And Further That said by-law be signed by the Mayor and Clerk and sealed with the seal of the Corporation.

Carried

7. Motions

a. Resolution 2024-020 2023 Reserve and Reserve Transfers

Moved by Deputy Mayor Abdallah

Seconded by Councillor Jacyno

That the Corporation of the City of Pembroke deems it expedient to transfer the following amounts to or from Reserves of Reserve Funds for the 2023 fiscal year:

- Transfer \$292,678.26 from Equipment and Vehicles Reserve to finance capital equipment purchases; and
- Transfer \$23,886.84 from the Heritage Mural Reserve Fund to finance 2023 deficit as approved by local board; and
- Transfer \$22,582.68 from the PBIA Reserve to cover 2023 deficit as approved by local board; and
- Transfer \$15,000.00 from the Physician Recruitment Reserve to support future physicians; and
- Transfer \$15,869.65 to the Disability Reserve Fund for Fire Fighters 2024 sick leave liability; and
- Transfer \$386,318.01 from the General Capital Reserve to finance capital projects; and
- Transfer \$425,622.34 to the General Capital Reserve for 2022 accumulated surplus; and
- Transfer \$150,000.00 from the General Capital Reserve to the General Fund for the Transit Project, and
- Transfer Transit 2023 general fund surplus of \$149,709.98 to the transit reserve; and
- Transfer \$15,000.00 to the Parking Lot Reserve per the 2023 budget; and
- Transfer Federal Funding in the amount of \$918,823.85 to the Federal Gas Tax Reserve; and
- Transfer \$91,990.23 to the Library Capital Reserve for the 2023 surplus; and
- Transfer \$39,888.69 Bequest revenue to Library Bequest Reserve; and

- Transfer \$7,000.00 from 2023 Library budget to the Library Capital Fund to finance future building improvements; and
- Transfer \$2,000.00 budgeted sick leave contingency to Library Contingency Reserve; and
- Transfer \$3,100.00 budgeted legal contingency to Library Contingency Reserve; and
- Transfer \$5,318.83 from Library Multicultural Festival Reserve to cover the 2023 event deficit; and
- Transfer Provincial Funding in the amount of \$118,783.25 to Dedicated Gas Tax Reserve; and
- Transfer \$116,000.00 from Dedicated Gas Tax Reserve to Pembroke & Area Handi-Bus; and
- Transfer \$15,000.00 to Election Reserve; and
- Transfer \$2,420.00 from the Animal Control Reserve for Spay/Neuter clinic as previously approved by Council; and
- Transfer \$1,700,212.92 from Federal Gas Tax Reserve Fund to finance capital; and
- Transfer \$92,086.43 to Water Meter Reserve for 2023 surplus; and
- Transfer \$217,500.00 to Water Tower Reserve as per 2023 budget; and
- Transfer 2023 Waste Management surplus in the amount of \$177,227.96 to the Waste Management Reserve; and
- Transfer \$83,797.84 from Water Filtration Plant Reserve for 2023 Water deficit; and
- Transfer \$200,000 to Water Filtration Plant Reserve to finance future capital; and
- Transfer \$149,248.29 to the Working Fund Reserves for projects carrying forward to 2024 to be reversed in 2024; and
- Transfer \$219,771.24 from the Working Fund Reserves for the 2022 projects carried forward to 2023; and
- Transfer \$13,500.00 from the capital fund to the OPP Station Reserves Fund as per 2023 budget; and
- Transfer 2023 Sewer Fund surplus in the amount of \$155,081.97 to Sanitary Sewer Capital Reserve; and
- Transfer \$100,000.00 to Pollution Control Plant Reserve as per 2023 budget; and
- Transfer \$95,000.00 from Pollution Control Capital Reserve to finance capital; and
- Transfer \$346,004.00 to Equipment Vehicles Reserve as per 2023 budget; and
- Transfer \$200,000.00 to Fire Equipment Reserve as per 2023 budget; and
- Transfer \$55,000.00 from Fire Equipment Reserve to finance fire equipment and capital purchases; and
- Transfer \$29,160.00 to Animal Control Reserve as per the SPCA agreement; and
- Transfer \$90,000.00 from the Modernization Funding Grant to finance Capital projects; and
- Transfer \$3,332.09 from Community Improvement Plan Reserve for 2023 deficit; and
- Transfer \$2,450.00 to Parks Development Reserve revenues received from capital projects; and
- Transfer \$107,865.60 from the COVID Safe Restart Reserve Fund to finance capital projects; and
- Transfer \$26,000.00 from Parking Reserve to finance capital; and
- Transfer \$213,839.68 from Pollution Control Reserve to fund equipment purchases; and
- Transfer \$110,539.53 from Pollution Control Reserve for 2023 storm sewer expenditures, and
- Transfer \$127,788.48 from Water/Wastewater Fleet Equipment Reserve to fund equipment purchases; and

- Transfer \$147,365.00 to Water/Wastewater Fleet Equipment Reserve as per the 2023 budget, and
- Transfer \$226,429.00 from Water Plant Reserve to finance capital; and
- Transfer \$390,179.00 from the Operating Contingency to the Aquatic Centre Reserve; and
- Transfer \$250,000.00 to the Aquatic Centre Reserve for 2022 accumulated surplus; and
- Transfer \$255,000.00 to the Aquatic Centre Reserve as per 2023 budget; and
- Transfer \$193,524.55 from the Aquatic Centre Reserve to finance capital projects; and
- Transfer \$33,000.00 from the Library Contingency Reserve for 2023 projects as approved by local board; and
- Transfer \$71,145.35 Development Charges revenue collected in 2023 to Development Charges Reserve Fund; and
- Transfer \$76,583.00 to Recreation Building Reserve as per the 2023 budget; and
- Transfer \$50,000.00 to Recreation Building Reserve for 2023 accumulated surplus; and
- Transfer \$150,000.00 to Transit Reserve for 2022 accumulated surplus; and
- Transfer \$250,000.00 to Emergency & Disaster Reserve for 2022 accumulated surplus; and
- Transfer \$102,800.00 from the Development Charges Reserve Fund to finance capital projects.

Carried

8. Mayor's Report

Mayor Gervais provided an update on the community functions he attended on behalf of Council.

- Mayor Gervais provided additional information on the Golden Helmets precision motorcycle team and encouraged the public to attend the prestigious event (as there are only two events performed in Ontario in 2024)
- The update included participation/attendance at: the July Police Services Board meeting; Bob's Music 25th anniversary (with Councillor Kuehl); Multiculturalism 9th annual event; 100th anniversary Pembroke Horticultural Society; Renfrew County District Health Unit Mayor meeting; Pembroke Grind AGM; OPP Commissioner visit to Pembroke, Cops and Kids Fishing Derby; Buskerfest.
- Congratulations to Joanna Ells and team along with the PBIA for a successful Buskerfest event. Additionally, well wishes were extended to Jolan Wong, who considers Pembroke home, as she heads off to Paris for the paralympics.

9. Notices of Motion

There were no notices of motion.

10. Councillor Updates

Deputy Mayor Abdallah

- Iterated a congratulations to Joanna Ells in particlattr along with the PBIA a great day had by all
- Spoke to all of the large events, and how well planned and attended they are, and what a community enhancing element this is for our community.

Councillor Kuehl

- Echoed the sentiments of Deputy Mayor Abdallah regarding successful community enriching events

Councillor Purcell

- Highlighted the 60th anniversary of the Renfrew County District Health Unit and the positive longevity in the community

11. Closed Session 9:10 p.m.

Motion:

Moved by Councillor Purcell

Seconded by Councillor Lafreniere

That this meeting become a closed meeting to discuss a pending acquisition or disposition of land by the municipality or local board, as per Section 239(2)(c) regarding an offer to purchase land in the McCool Business Park; and potential acquisition of land (former CN lands/B Trail)

Carried

12. Business Arising from Closed Session 10:00 p.m.

Mayor Gervais indicated that a closed session was held earlier. There were no pecuniary interests declared and staff was given direction.

13. Confirming By-law

- Confirming By-law 19-2024

Motion:

Moved by councillor Kuehl

Seconded by Councillor Purcell

That By-law 19-2024 to confirm the proceedings of the Regular Meeting of Council of August 13, 2024, be adopted and passed; and

Further That the said By-law be signed by the Mayor and Clerk and sealed with the seal of the Corporation.

Carried

14. Adjournment

Motion:

Moved by abdallah

Seconded by plumber

That the August 13, 2024, regular meeting of Council adjourn at 10:00 p.m.

Carried

Ron Gervais

Mayor

Victoria Charbonneau

Municipal Clerk

Combined Committee Meeting

Council Chambers
Pembroke, Ontario
August 13, 2024

1. Land Acknowledgement

2. Call to Order

Councillor Jacyno called the meeting to order at 6:02 p.m.

Present:

Mayor Gervais
Deputy Mayor Abdallah
Councillor Jacyno
Councillor Kuehl
Councillor Lafreniere
Councillor Plummer
Councillor Purcell

Also, Present:

Jordan Durocher, Director of Parks and Recreation
Colleen Sauriol, Director of Planning, Building and By-law Enforcement
Angela Lochtie, Treasurer/Deputy Clerk
Brian Lewis, Director of Operations
Victoria Charbonneau, Municipal Clerk

3. Disclosure of Pecuniary Interest and General Nature Thereof

There were no disclosures of pecuniary interest.

4. Approval/Amendment of Meeting Agenda

5. Approval of Minutes

a. Combined Committee – July 16, 2024

Motion:

Moved by Councillor Purcell

Seconded by Councillor Lafreniere

That the minutes of the July 16, 2024, Combined Committee meeting be approved as circulated.

Carried

b. Striking Committee Meeting – July 16, 2024

Motion:

Moved by Deputy Mayor Abdallah

Seconded by Councillor Lafreniere

That the minutes of the July 16, 2024, Striking Committee meeting be approved as circulated.

Carried

6. Business Arising from Minutes

There was no business arising from the minutes.

7. Delegations

a. Renfrew County Ribfest – Municipal Significance

Mr. Dennis Nephin was in attendance to present a request to Committee to provide an overview of the upcoming Ribfest to the City of Pembroke.

8. New Business

a. Renfrew County Ribfest – Municipal Significance

Director Durocher presented the report. A discussion was held and the following points were raised:

- Recreation staff have met with event organizers and the event logistics appear to be well in order and there are no major concerns
- Event organizer stated that the event is community minded and aims to be an economic driver. Logistical supports required to run the event are always sourced locally first (hotel rooms, fencing, supplies etc.) to benefit the community in which the event runs.

Motion:

Moved by Councillor Kuehl

Seconded by Deputy Mayor Abdallah

That the Combined Committee designate the Pembroke Ribfest event as municipally significant.

Carried

b. Pembroke Lumber Kings Agreement

Director Durocher presented the report. A discussion was held and the following points were raised:

- The Parks and Recreation Department was commended for the work on this partnership from Council.
- The agreement appears to suit the current needs of both parties and is required to continue the partnership.

Motion:

Moved by Councillor Purcell

Seconded by Councillor Lafreniere

That the Combined Committee of Council approve a by-law to authorize the execution of a one-year rental agreement with the Pembroke Lumber Kings Junior A team.

Carried

c. Bill 185: Cutting Red Tape to Build More Homes Act – Changes Made to Ontario Planning Act

Director Sauriol presented the report. A discussion was held and the following points were raised:

- It was asked of staff if there were additional tools to spur development of undeveloped lands.

- Response from staff outlined that due to a lack of development in certain subdivisions section 50 of the Planning Act permits the de-registration of subdivisions that have been registered over 8 years.

Direction: That staff bring a report to Council with an inventory of vacant subdivision lands in the City of Pembroke and associated details including how long they have been undeveloped for information.

Motion:

Moved by Mayor Gervais

Seconded by Deputy Mayor Abdallah

That the City of Pembroke Combined Committee provide direction to staff to begin the process to amend the City of Pembroke Official Plan to remove the mandatory pre-consultation requirement.

Carried

d. Amendment to Parking By-law – Patterson Parking Lot

Director Sauriol presented the report. Discussion was held and the following points were raised:

- Report provides for a simple amendment to the parking by-law

Motion:

Moved by Councillor Kuehl

Seconded by Councillor Lafreniere

That the City of Pembroke Combined Committee approve an amendment to Parking By-law 2024-24 to permit overnight parking in the Patterson Parking lot.

Carried

Mayor Gervais left the room at 6:38 p.m. returning at 6:40 p.m.

e. Draft Reserve and Reserve Fund Policy

Treasurer/Deputy Clerk Lochtie presented the report. A discussion was held and the following points were raised:

- The report outlines several items that staff is seeking Council's feedback on within the upcoming weeks. Staff will bring a report to a Committee meeting in October 2024.
- The importance of reserves was highlighted by Treasurer/Deputy Clerk Lochtie, including a number legislative/contractual requirements, long-term infrastructure replacement, City cash flow to fund operations, and creating of contingency funds for large capital projects where bids received from external sources exceed the available budget.

Direction: Committee directs staff to bring back a report and policy on the draft reserve and Reserve Fund Policy for review and approval based on feedback received from Council members.

f. Unaudited 2023 Financial Results

Treasurer/Deputy Clerk Lochtie presented the report. A discussion was held and the following points were raised:

- The Emergency and Disaster Recovery Reserve will take several more years of contributions to achieve the target balance of 3% of the City's own purpose taxation, as per direction received in 2023 when the reserve was created.

Motion:

Moved by Councillor Purcell

Seconded by Councillor Kuehl

That the City of Pembroke Combined Committee amend the motion to increase the transfer to the Recreation Building Reserve for 2023 accumulated surplus from \$50,000 to \$100,000.

Furthermore, that the estimated transfer to the General Capital Reserve accumulated surplus for 2022 be decreased by \$50,000 to \$375,622.34 accommodate the increase reserve funds transferred to the Recreation Building Reserve.

Carried**Motion:**

Moved by Deputy Mayor Abdallah

Seconded by Councillor Kuehl

That the City of Pembroke Combined Committee approve the transfer of the projected 2023 accumulated surplus in the general fund as follows:

- \$250,000 transferred to the Aquatic Centre Reserve;
- \$200,000 to the Emergency and Disaster Recovery Reserve;
- \$100,000 to the Parks and Recreation Building Reserve;
- \$150,000 to the Transit Reserve.

Furthermore, that the balance of any 2023 surplus funds be transferred to the General Capital Reserve.

Carried

g. All-Terrain Vehicle By-law 2023-43 Amendment

Director Lewis presented the report. A discussion was held and the following points were raised:

- Notification of residents is paramount. Staff was asked if residents of proposed routes were notified. Staff confirmed that residents in the vicinity will be notified.
- Delegation of authority for re-routing was discussed as Operations staff have the expertise.
- It was noted that staff would provide timely communications via social media regarding the changes.

Direction: That a provision of delegated authority be included in the amending All-Terrain Vehicle By-law to be approved by Council in September 2024.

Additionally, as delegation of authority will be provided to staff for amendments to the prescribed route of travel moving forward, a brief report be provided to committee as an information item to ensure Council is apprised of operational activities on all-terrain vehicle by-law amendment subject matter and can appropriately respond/refer inquiries that may be received.

Motion:

Moved by Deputy Mayor Abdallah

Seconded by Councillor Kuehl

That the Combined Committee approve Option #3 as presented in the Schedule 'A' revision of the prescribed route of travel in the City.

Carried

h. Isabella Street Catchment Area #1 – Tender Contract No. 23654-1

Director Lewis presented the report. A discussion was held and the following points were raised:

- Included in this project is the hydro required for the upgrade to Shamrock Park (which includes only surface works). City staff are working with the PBI to ensure the project is successful.
- Strategies on project design and budgeting time lines was overviewed and how staff calculate project budgets and how procurement projects are reported on to Council when they are on/under budget

Motion:

Moved by Councillor Plummer

Seconded by Deputy Mayor Abdallah

That That the City of Pembroke Combined Committee approve award for the Isabella Street Catchment Area #1 (Moffat Street between Pembroke Street West and Renfrew Street) Contract No. 23654-1 to Bonnechere Excavating Inc. for a contract value of \$1,814,124.08 plus applicable HST. and;

Furthermore, that the Combined Committee approve additional expenditures in the amount of \$75,000 for a contingency allowance and;

Furthermore, that the budget shortfall of \$506,162.87 be funded from re-allocated and surplus funds from the following projects (and their associated amounts of surplus/reallocated funds);

Carmody Street Watermain (Surplus \$100,000)

Water Distribution: Pressure Zones (Reallocation \$150,000)

Crandall St. LS Reallocation (\$55,000)

Bell Street Reconstruction Surplus (\$215,000)

For a total value of \$1,889,124.08 plus applicable HST.

Carried

i. Golden Helmets Road Closure – September 21, 2024

Clerk Charbonneau presented the report. A discussion was held and the following points were raised:

- An overview of the Golden Helmet group was provided from the Mayor. Pembroke is one of only two locations the group will be performing at in 2024.
- The event is likely to draw a lot of people to the downtown corridor.

Motion:

Moved by Mayor Gervais

Seconded by Deputy Mayor Abdallah

That the City of Pembroke Combined Committee approve a road closure from Victoria Street to Agnes Street on September 21, 2024 from 1:00 p.m. – 4:00 p.m.

Furthermore, that Pembroke City Council permit exclusive use of the PMC overflow parking lot to the Golden Helmets for the purposes of staging and practicing for the public performance on September 21, 2024 from 12:00 p.m. – 2:00 p.m.

Carried

9. Adjournment

Motion:

Moved by Councillor Kuehl

Seconded by Deputy Mayor Abdallah

That the Combined Committee meeting of August 13, 2024, adjourn at 7:40 p.m.

Carried

The Corporation of the City of Pembroke

By-law Number 2024-52

A By-law to authorize the adoption of Amendment Number Twenty-Three to the Official Plan, 2016, of the City of Pembroke Planning Area.

Whereas Section 17 of the *Planning Act* R.S.O., 1990 provides that a Municipal Council may adopt an Official Plan; and

Whereas the Council of the Corporation of the City of Pembroke did, under By-law 2016-03, adopt the Official Plan, 2016 as the Official Plan of the City of Pembroke Planning Area; and

Whereas the Council of the Corporation of the City of Pembroke deems it expedient to amend said Official Plan, 2016;

Now Therefore the Municipal Council of the Corporation of the City of Pembroke enacts as follows:

1. That Amendment Number Twenty-three of the Official Plan, 2016 of the City of Pembroke Planning Area, and the explanatory text be, and the same is hereby adopted and is attached as Schedule "A" to this by-law.
2. This By-law shall come into force and take effect upon the date of the final passing thereof.

Passed and enacted this 3rd day of September, 2024

Ron Gervais
Mayor

Victoria Charbonneau
Clerk

Schedule “A” to By-law 2024-52

Official Plan, 2016-03 of the City of Pembroke Planning Area

Amendment Number Twenty-three

I. Title and Components

When approved by the Corporation of the City of Pembroke this Amendment shall be known as Amendment Number Twenty-three to the Official Plan, 2016, of the City of Pembroke Planning Area.

II. Purpose

This amendment amends, replaces and adds policy to the City of Pembroke’s Official Plan.

III. Location

This is a housekeeping amendment to the Official Plan that would pertain to all properties in the City of Pembroke. The amendments will ensure compliance with the Planning Act and Cutting Red Tape to Build More Homes Act.

IV. Basis of the Amendment

The Province of Ontario introduced Bill 185: Cutting Red Tape to Build More Homes Act on April 10, 2024, with the following objective to reduce red tape which is a significant barrier to productivity, economic development, as well as domestic and international growth. This Bill received Royal Assent on June 6, 2024. To implement these initiatives, Bill 185 introduced the following changes to the Planning Act:

- Pre-application Consultation Requirements

Municipalities will no longer be permitted to require mandatory pre-application consultation meetings with developers and applicants. Instead, these meetings would be done on a voluntary basis. This applies to all planning applications such as Zoning By-law amendments, Site Plan agreements, plan of subdivision applications, etc. However, the requirements and studies for a complete application have not changed. The re-enacted subsection does not include the authority for a council or planning board to pass a by-law requiring consultation. This change means the City will have to amend its Official Plan to remove the requirement for mandatory pre-consultation meetings.

The City’s Official Plan includes a section on Complete Applications. The Planning Department is proposing to amend this section of the Official Plan to ensure that mandatory pre-consultation requirement is removed. City staff will continue to encourage developers to pre-consult prior to submitting a planning application.

According to the Planning Act, Section 19.3 if an official plan sets out alternative measures for informing and obtaining the view of the public in respect of the amendment then the public meeting and public notification requirements are not required. The City’s Official Plan, 2016 Section 7.18(7) states public notification and public meetings in connection with the City’s Official Plan amendment is not required since such amendment relates to matters that will not affect the policies and intent of the Official Plan in any material way. The Official Plan goes on to state that deleting obsolete provisions, which is the purpose of this amendment, does not require public notice or public meetings.

The proposed Official Plan amendment would include the following:

- Amend Section 7.24 Definition of Complete Application to remove the requirement for mandatory pre-consultation meetings prior to planning application submissions;

V. Details of Amendment

Section 7.24 Complete Applications shall be repealed in its entirety and replaced with the following:

7.24 Complete Applications

Prior to filing a planning application (which includes Zoning By-law amendment, Official Plan amendment, Zoning/Official Plan amendment, Minor Variance, Consent, Site Plan Approval, Plan of Subdivision/Condominium, Redline Revisions, Part Lot Control applications) applicants will be encouraged to meet with City staff to determine the requirements for the submission of applications, which may include studies, information, fees, peer reviews, agency and public consultation, all at the discretion of the City. The type and scope of information will depend on the circumstances of the application and will be determined on a case-by-case basis. The City will not consider an application complete or may refuse an application where studies or other information required by this plan or the Planning Act are not submitted as part of the application. Studies or information may include but are not limited to the items listed below.

- Affordable housing market evaluation, anticipated sale price of residential units
- Air Emissions Study
- Aggregate Impact Study
- Archaeological assessment, heritage impact assessment, heritage conservation plan
- Architectural drawings (Elevations/Design Details)
- Blasting Impact Study
- Concept Plan
- Drainage and/or stormwater management report for any development
- Environmental/Biological Study
- Environmental Impact Study (EIS)
- Environmental Site Assessment (Phase I and II and Record of Site Condition)
- Employment area conversion study/comprehensive review
- Erosion and Sediment Control Plan
- Flood plain elevations/Flood proofing plans and designs/Elevation Survey
- Geotechnical/land stability studies
- Karst Review
- Landscaping Plan
- Land use compatibility study, emissions study (industrial/commercial/institutional)
- Lot Grading and Drainage
- Market Impact Study
- Minimum Distance Separation (MDS) Calculations
- Noise Impact Study
- OLS Survey
- Planning Rationale Report

- Photometric/Lighting Plan
- Public Consultation Strategy
- Retail Market Analysis and/or Feasibility Study
- Septic Report
- Servicing Study/Servicing Options Report
- Stormwater Management Plan
- Sun/Shade Analysis
- Traffic Impact Analysis
- Tree Planting Plan
- Tree Preservation Plan/Study
- Urban Design Study
- Vibration Study
- Visual Impact Assessment
- Other agency approvals where applicable (ie. MTO permits)

Meeting the requirements for a complete application does not limit the municipality's authority to seek a peer review of any study submitted or to request clarification or additional studies or information needed to make a decision for the purposes of the Planning Act. These studies may be in addition to other requirements set out in the respective Ontario Regulations for each type of application.

VI. Implementation

This Amendment shall be implemented in accordance with the policies of the Official Plan.

VII. Interpretation

This amendment shall be interpreted in accordance with the policies of the Official Plan.

The Corporation of the City of Pembroke

By-law Number 2024-53

A By-law to amend By-law 2024-24, as amended, being a by-law to regulate and control the parking of vehicles in the City of Pembroke

Whereas the Municipal Act, 2001, S.O. 2001, c.25, states that a single-tier municipality may pass by-laws respecting highways, including parking and traffic on highways; and

Whereas the Council of the Corporation of the City of Pembroke deems it expedient to amend By-law 2024-24, being a by-law to regulate and control the parking of vehicles.

Now Therefore, the Municipal Council of the Corporation of the City of Pembroke enacts as follows:

1. That Schedule "W" – Overnight Parking of Vehicles and/or Recreational Vehicles/Trailers Prohibited of By-law 2024-24 be amended by deleting therefrom the following:
 - Patterson Parking Lot
2. Every person who contravenes any section of this by-law is guilty of an offence and on conviction is liable to a fine as provided for in the Provincial Offences Act, as amended.
3. This By-law shall come into force and take effect upon the final passing thereof.

Passed and enacted this 3rd day of September, 2024.

Ron Gervais
Mayor

Victoria Charbonneau
Clerk

The Corporation of the City of Pembroke

By-law Number 2024-54

A By-law to authorize the entering into of a Municipal Funding Agreement between the Association of Municipalities of Ontario and the Corporation of the City of Pembroke to receive funding under the Canada Community Building Fund

WHEREAS the Government of Canada, the Government of Ontario, the Association of Municipalities of Ontario (AMO), and the City of Toronto are signatories to the Administrative Agreement on the Canada Community-Building Fund effective April 1, 2024 (the “Administrative Agreement”), which governs the transfer and use of the Canada Community-Building Fund (“CCBF”) in Ontario;

AND WHEREAS AMO is responsible for the administration of CCBF funding made available to all Municipalities in Ontario – except the City of Toronto – under the Administrative Agreement, and will therefore undertake (and require the Recipient to undertake) certain activities as set out in this Agreement;

AND WHEREAS the Council of the Corporation of the City of Pembroke desires to enter into a Municipal Funding Agreement on the CCBF with AMO to access this funding;

Now Therefore the Municipal Council of the Corporation of the City of Pembroke enacts as follows:

1. That the Mayor and Chief Administrative Officer be, and they are, hereby authorized to execute the Municipal Funding Agreement attached and marked as Schedule "A" to this by-law.
2. This by-law shall come into force and take effect upon the date of the final passing thereof.

Passed and Enacted this 3rd Day of September, 2024.

Ron Gervais
Mayor

Victoria Charbonneau
Clerk

MUNICIPAL FUNDING AGREEMENT ON THE CANADA COMMUNITY-BUILDING FUND

BETWEEN:

THE ASSOCIATION OF MUNICIPALITIES OF ONTARIO

(referred to herein as "**AMO**")

AND:

THE CITY OF PEMBROKE

(a municipal corporation pursuant to the *Municipal Act, 2001*, referred to herein as the "**Recipient**")

WHEREAS the Government of Canada, the Government of Ontario, AMO, and the City of Toronto are signatories to the Administrative Agreement on the Canada Community-Building Fund effective April 1, 2024 (the "**Administrative Agreement**"), which governs the transfer and use of the Canada Community-Building Fund ("**CCBF**") in Ontario;

AND WHEREAS AMO is responsible for the administration of CCBF funding made available to all Municipalities in Ontario – except the City of Toronto – under the Administrative Agreement, and will therefore undertake (and require the Recipient to undertake) certain activities as set out in this Agreement;

AND WHEREAS the Recipient wishes to enter into this Agreement to access CCBF funding;

NOW THEREFORE the Parties agree as follows:

1. DEFINITIONS AND INTERPRETATIONS

1.1 **Definitions.** For the purposes of this Agreement, the following terms shall have the meanings ascribed to them below:

“Annual Report” means the duly completed report to be prepared and delivered to AMO as described in Section 6.1.

“Asset Management” is a principle/practice that includes planning processes, approaches, plans, or related documents that support an integrated lifecycle approach to the effective stewardship of infrastructure assets to maximize benefits and effectively manage risk.

“Canada” means the Government of Canada, as represented by the Minister of Housing, Infrastructure and Communities.

“Canada Community-Building Fund” or “CCBF” means the program established under section 161 of the *Keeping Canada’s Economy and Jobs Growing Act*, S.C. 2011, c. 24 as amended by section 233 of the *Economic Action Plan 2013 Act, No. 1*, S.C. 2013, c. 33, as the Gas Tax Fund and renamed the Canada Community-Building Fund in section 199 of *Budget Implementation Act, 2021, No. 1*.

“Contract” means an agreement between the Recipient and a Third Party whereby the latter agrees to supply a product or service to an Eligible Project in return for financial consideration.

“Eligible Expenditure” means an expenditure described as eligible in Schedule B or deemed eligible by Canada in accordance with Section 4.2.

“Eligible Investment Category” means an investment category listed in Schedule A or deemed eligible by Canada in accordance with Section 3.2.

“Eligible Project” means a project that fits within an Eligible Investment Category.

“Event of Default” has the meaning given to it in Section 13.1 of this Agreement.

“Funds” mean the funds made available to the Recipient through the CCBF or any other source of funding as determined by Canada. Funds are made available pursuant to this Agreement and includes any interest earned on the said Funds. Funds transferred to another Municipality in accordance with Section 5.3 of this Agreement are to be treated as Funds by the Municipality to which the Funds are transferred; and Funds transferred to a non-municipal entity in accordance with Section 5.4 of this Agreement shall remain as Funds under this Agreement for all purposes and the Recipient shall continue to be bound by all provisions of this Agreement with respect to such transferred Funds.

“Housing Needs Assessment” or **“HNA”** means a report informed by data and research describing the current and future housing needs of a Municipality or community according to guidance provided by Canada.

“Ineligible Expenditures” means those expenditures described as ineligible in Schedule C or deemed ineligible by Canada in accordance with Section 4.2.

“Infrastructure” means tangible capital assets that are primarily for public use or benefit in Ontario – whether municipal or regional, and whether publicly or privately owned.

“Lower-Tier Municipality” means a Municipality that forms part of an Upper-Tier Municipality for municipal purposes, as defined under the *Municipal Act, 2001*, S.O. 2001, c. 25.

“Municipal Fiscal Year” means the period beginning January 1st of a year and ending December 31st of the same year.

“Municipality” and **“Municipalities”** means every municipality as defined under the *Municipal Act, 2001*, S.O. 2001, c. 25.

“Non-Municipal Transfer By-law” means a by-law passed by Council of the Recipient pursuant to Section 5.4 of this Agreement.

“Parties” means AMO and the Recipient.

“Prior Agreement” means the municipal funding agreement for the transfer of federal gas tax funds entered into by AMO and the Recipient, effective April 2014 and with an expiry date of March 31, 2024.

“Single-Tier Municipality” means a Municipality, other than an Upper-Tier Municipality, that does not form part of an Upper-Tier Municipality for municipal purposes, as defined under the *Municipal Act, 2001*, S.O. 2001 c. 25.

“Third Party” means any person or legal entity, other than the Parties to this Agreement, who participates in the implementation of an Eligible Project by means of a Contract.

“Transfer By-law” means a by-law passed by Council of the Recipient pursuant to Section 5.3 of this Agreement.

“Unspent Funds” means the amount reported as unspent by the Recipient as of December 31, 2023 in the Recipient’s 2023 Annual Report (as defined under the Prior Agreement).

“Upper-Tier Municipality” means a Municipality of which two or more Lower-Tier Municipalities form part for municipal purposes, as defined under the *Municipal Act, 2001*, S.O. 2001 c. 25.

1.2 Interpretations

- a) **“Agreement”** refers to this agreement as a whole, including the cover and execution pages and all of the schedules hereto, and all amendments made hereto in accordance with the provisions hereof.
- b) The words **“herein”**, **“hereof”** and **“hereunder”** and other words of similar import refer to this Agreement as a whole and not any particular schedule, article, section, paragraph or other subdivision of this Agreement.
- c) The term **“including”** or **“includes”** means including or includes (as applicable) without limitation or restriction.
- d) Any reference to a federal or provincial statute is to such statute and to the regulations made pursuant to such statute as such statute and regulations may at any time be amended or modified and in effect and to any statute or regulations that may be passed that have the effect of supplementing or superseding such statute or regulations.

2. TERM OF THE AGREEMENT

- 2.1 **Term.** Subject to any extension or termination of this Agreement or the survival of any of the provisions of this Agreement pursuant to the provisions contained herein, this Agreement shall come into effect as of April 1, 2024 up to and including March 31, 2034.
- 2.2 **Review.** This Agreement will be reviewed by AMO by June 30, 2027.
- 2.3 **Amendment.** This Agreement may be amended at any time in writing as agreed to by AMO and the Recipient.
- 2.4 **Notice.** Any of the Parties may terminate this Agreement on two (2) years written notice.
- 2.5 **Prior Agreement.** The Parties agree that the Prior Agreement, including Section 15.5 thereof, is hereby terminated. Notwithstanding the termination of the Prior Agreement, including Section 15.5, the reporting and indemnity obligations of the Recipient thereunder with respect to expended Funds governed by the Prior Agreement as set forth in Sections 5, 7, 10.3, 10.4 and 10.5 of the Prior Agreement shall survive the said termination.

3. ELIGIBLE PROJECTS

- 3.1 **Eligible Projects.** Eligible Projects are those that fit within an Eligible Investment Category. Eligible Investment Categories are listed in Schedule A.
- 3.2 **Discretion of Canada.** The eligibility of any investment category not listed in Schedule A is solely at the discretion of Canada.
- 3.3 **Recipient Fully Responsible.** The Recipient is fully responsible for the completion of each Eligible Project in accordance with Schedule A and Schedule B.

4. ELIGIBLE EXPENDITURES

- 4.1 **Eligible Expenditures and Ineligible Expenditures.** Eligible Expenditures are described in Schedule B. Ineligible Expenditures are described in Schedule C.
- 4.2 **Discretion of Canada.** The eligibility of any item not listed in Schedule B or Schedule C to this Agreement is solely at the discretion of Canada.
- 4.3 **Reasonable Access.** The Recipient shall allow AMO and Canada reasonable and timely access to all documentation, records and accounts and those of their respective agents or Third Parties related to the receipt, deposit and use of Funds and Unspent Funds, and any interest earned thereon, and all other relevant information and documentation requested by AMO or Canada or their respective designated representatives for the purposes of audit, evaluation, and ensuring compliance with this Agreement.
- 4.4 **Retention of Receipts.** The Recipient will keep proper and accurate accounts and records of all Eligible Projects including invoices and receipts for Eligible Expenditures for at least six (6) years after the completion of the project.
- 4.5 **Contracts.** The Recipient will award and manage all Contracts in accordance with its relevant policies and procedures and, if applicable, in accordance with any domestic or international trade agreements, and all other applicable laws. The Recipient will ensure any of its Contracts for the supply of services or materials to implement its responsibilities under this Agreement will be awarded in a way that is transparent, competitive, consistent with value for money principles and pursuant to its adopted procurement policy.

5. FUNDS

- 5.1 **Use of Funds.** The Recipient acknowledges and agrees the Funds are intended for and shall be used only for Eligible Expenditures in respect of Eligible Projects.

- 5.2 **Unspent Funds.** Any Unspent Funds, and any interest earned thereon, will be subject to the terms and conditions of this Agreement, and will no longer be governed by the terms and conditions of the Prior Agreement.
- 5.3 **Transfer of Funds to a Municipality.** Where a Recipient decides to allocate and transfer Funds to another Municipality (the “Transferee Municipality”):
- a) The allocation and transfer shall be authorized by a Transfer By-law. The Transfer By-law shall be passed by the Recipient’s council and submitted to AMO as soon thereafter as practicable. The Transfer By-law shall identify the Transferee Municipality and the amount of Funds the Transferee Municipality is to receive for the Municipal Fiscal Year(s) specified in the Transfer By-law.
 - b) The Recipient is still required to submit an Annual Report in accordance with Section 6.1 hereof with respect to the Funds transferred.
 - c) No transfer of Funds pursuant to this Section 5.3 shall be effected unless and until the Transferee Municipality has either (i) entered into an agreement with AMO on substantially the same terms as this Agreement, or (ii) has executed and delivered to AMO a written undertaking to assume all of the Recipient’s obligations under this Agreement with respect to the Funds transferred, such as undertaking in a form satisfactory to AMO.
- 5.4 **Transfer of Funds to a Non-Municipal Entity.** Where a Recipient decides to support an Eligible Project undertaken by a non-municipal entity (whether a for profit, non-governmental, or not-for profit organization):
- a) The provision of such support shall be authorized by a Transfer By-law (a “Non-Municipal Transfer By-law”). The Non-Municipal Transfer By-law shall be passed by the Recipient’s council and submitted to AMO as soon as practicable thereafter. The Non-Municipal Transfer By-law shall identify the non-municipal entity, and the amount of Funds the non-municipal entity is to receive for that Eligible Project.
 - b) The Recipient shall continue to be bound by all the provisions of this Agreement notwithstanding any such transfer.
 - c) No transfer of Funds pursuant to this Section 5.4 shall be effected unless and until the non-municipal entity receiving the Funds has executed and delivered to AMO a written undertaking to assume all of the Recipient’s obligations under this Agreement with respect to the Funds transferred, in a form exclusively satisfactory to AMO.
- 5.5 **Payout of Funds.** Subject to Sections 5.14 and 5.15, AMO will transfer Funds twice yearly, on or before the dates agreed upon by Canada and AMO.

- 5.6 **Deposit of Funds.** The Recipient will deposit the Funds in:
- a) An interest-bearing bank account; or
 - b) An investment permitted under:
 - i. The Recipient's investment policy; and
 - ii. Provincial legislation and regulation.
- 5.7 **Interest Earnings and Investment Gains.** Interest earnings and investment gains will be:
- Proportionately allocated to the CCBF when applicable; and
 - Applied to Eligible Expenditures for Eligible Projects.
- 5.8 **Funds Advanced.** Funds shall be spent (in accordance with Sections 3 and 4) or transferred (in accordance with Sections 5.3 or 5.4) within five (5) years after the end of the year in which Funds were received. Unexpended Funds shall not be retained beyond such five (5) year period without the documented consent of AMO. AMO reserves the right to declare that unexpended Funds after five (5) years become a debt to Canada which the Recipient will reimburse forthwith on demand to AMO for transmission to Canada.
- 5.9 **Expenditure of Funds.** The Recipient shall expend all Funds by December 31, 2038.
- 5.10 **HST.** The use of Funds is based on the net amount of harmonized sales tax to be paid by the Recipient net of any applicable tax rebates.
- 5.11 **Limit on Canada's Financial Commitments.** The Recipient may use Funds to pay up to one hundred percent (100%) of Eligible Expenditures of an Eligible Project.
- 5.12 **Federal Funds.** The Recipient agrees that any Funds received will be treated as "federal funds" for the purpose of other federal infrastructure programs.
- 5.13 **Stacking.** If the Recipient is receiving federal funds under other federal infrastructure programs in respect of an Eligible Project to which the Recipient wishes to apply Funds, the maximum federal contribution limitation set out in any other federal infrastructure program agreement made in respect of that Eligible Project shall continue to apply.
- 5.14 **Withholding Payment.** AMO may, in its exclusive discretion, withhold Funds where the Recipient is in default of compliance with any provisions of this Agreement.
- 5.15 **Insufficient Funds Provided by Canada.** Notwithstanding the provisions of Section 2, if Canada does not provide sufficient funds to continue the Funds for any Municipal

Fiscal Year during which this Agreement is in effect, AMO may immediately terminate this Agreement on written notice to the Recipient.

6. REPORTING REQUIREMENTS

- 6.1 **Annual Report.** The Recipient shall submit a report to AMO by April 30th each year, or as otherwise notified by AMO. The report shall be submitted in an electronic format deemed acceptable by AMO and shall contain the information described in Schedule D.
- 6.2 **Project List.** The Recipient shall ensure that projects are reported in advance of construction. Information required is as noted in Section 2.3 of Schedule E.

7. ASSET MANAGEMENT

- 7.1 **Implementation of Asset Management.** The Recipient will develop and implement an Asset Management plan, culture, and methodology in accordance with legislation and regulation established by the Government of Ontario (e.g., O. Reg. 588/17).
- 7.2 **Asset Data.** The Recipient will continue to improve data describing the condition of, long-term cost of, levels of service provided by, and risks associated with infrastructure assets.

8. HOUSING NEEDS ASSESSMENT

- 8.1 **Requirement.** While an HNA is encouraged for all Municipalities, the Recipient must complete a HNA if it had a population of 30,000 or more on the 2021 Census of Canada and is a Single-Tier Municipality or a Lower-Tier Municipality.
- 8.2 **Content of the HNA.** The Recipient will prepare the HNA in accordance with the guidance provided from time to time by Canada.
- 8.3 **Use of HNA.** The Recipient is expected to prioritize projects that support the growth of the housing supply. The HNA is to be used by Municipalities to prioritize, where possible, Infrastructure or capacity building projects that support increased housing supply where it makes sense to do so.
- 8.4 **Publication of the HNA.** The Recipient will publish the HNA on its website.
- 8.5 **HNA reporting requirements.** The Recipient will send to AMO by March 31, 2025, unless otherwise agreed upon:
- a) A copy of any HNA it is required to complete in accordance with Section 8.1; and

- b) The URL to the published HNA on the Recipient's website.

9. COMMUNICATIONS REQUIREMENTS

- 9.1 The Recipient will comply with all communication requirements outlined in Schedule E.

10. RECORDS AND AUDIT

- 10.1 **Accounting Principles.** All accounting terms not otherwise defined herein have the meanings assigned to them; all calculations will be made and all financial data to be submitted will be prepared in accordance with generally accepted accounting principles ("GAAP") in effect in Ontario. GAAP will include, without limitation, those principles approved or recommended for local governments from time to time by the Public Sector Accounting Board or the Chartered Professional Accountants of Canada or any successor institute, applied on a consistent basis.
- 10.2 **Separate Records.** The Recipient shall maintain separate records and documentation for the Funds and keep all records including invoices, statements, receipts, and vouchers in respect of Funds expended on Eligible Projects in accordance with the Recipient's municipal records retention by-law. Upon reasonable notice by AMO or Canada, the Recipient shall submit all records and documentation relating to the Funds for inspection or audit.
- 10.3 **External Auditor.** AMO or Canada may request, upon written notice to Recipient, an audit of Eligible Project(s) or Annual Report(s). AMO shall retain an external auditor to carry out an audit and ensure that any auditor who conducts an audit pursuant to this Agreement or otherwise, provides a copy of the audit report to the Recipient.

11. INSURANCE AND INDEMNITY

- 11.1 **Insurance.** The Recipient shall put in effect and maintain in full force and effect or cause to be put into effect and maintained for the term of this Agreement all the necessary insurance with respect to each Eligible Project, including any Eligible Projects with respect to which the Recipient has transferred Funds pursuant to Section 5 of this Agreement, that would be considered appropriate for a prudent Municipality undertaking similar Eligible Projects, including, where appropriate and without limitation, property, construction, and liability insurance, which insurance coverage shall identify Canada and AMO as additional insureds for the purposes of the Eligible Projects.
- 11.2 **Certificates of Insurance.** Throughout the term of this Agreement, the Recipient shall have a valid certificate of insurance that confirms compliance with the requirements

of Section 11.1. The Recipient shall produce such certificate of insurance on request, including as part of any AMO or Canada audit.

11.3 **AMO Not Liable.** In no event shall Canada or AMO be liable for:

- Any bodily injury, death or property damages to the Recipient, its employees, agents, or consultants or for any claim, demand or action by any Third Party against the Recipient, its employees, agents, or consultants, arising out of or in any way related to this Agreement; or
- Any incidental, indirect, special, or consequential damages, or any loss of use, revenue or profit to the Recipient, its employees, agents, or consultants arising out of any or in any way related to this Agreement.

11.4 **Recipient to Compensate Canada.** The Recipient will ensure that it will not, at any time, hold the Government of Canada, its officers, servants, employees or agents responsible for any claims or losses of any kind that the Recipient, Third Parties or any other person or entity may suffer in relation to any matter related to the Funds or an Eligible Project and that the Recipient will, at all times, compensate Canada, its officers, servants, employees and agents for any claims or losses of any kind that any of them may suffer in relation to any matter related to CCBF funding or an Eligible Project.

11.5 **Recipient to Indemnify AMO.** The Recipient hereby agrees to indemnify and hold harmless AMO, its officers, servants, employees or agents (each of which is called an “**Indemnitee**”), from and against all claims, losses, damages, liabilities and related expenses including the fees, charges and disbursements of any counsel for any Indemnitee incurred by any Indemnitee or asserted against any Indemnitee by whomsoever brought or prosecuted in any manner based upon, or occasioned by, any injury to persons, damage to or loss or destruction of property, economic loss or infringement of rights caused by or arising directly or indirectly from:

- The Funds;
- The Recipient’s Eligible Projects, including the design, construction, operation, maintenance, and repair of any part or all of the Eligible Projects;
- The performance of this Agreement or the breach of any term or condition of this Agreement by the Recipient, its officers, servants, employees, and agents, or by a Third Party, its officers, servants, employees, or agents; and
- Any omission or other wilful or negligent act of the Recipient or Third Party and their respective officers, servants, employees, or agents.

12. TRANSFER AND OPERATION OF MUNICIPAL INFRASTRUCTURE

- 12.1 **Reinvestment.** The Recipient will invest into Eligible Projects, any revenue that is generated from the sale, lease, encumbrance, or other disposal of an asset resulting from an Eligible Project where such disposal takes place within five (5) years of the date of completion of the Eligible Project.
- 12.2 **Notice.** The Recipient shall notify AMO in writing 120 days in advance and at any time during the five (5) years following the date of completion of an Eligible Project if it is sold, leased, encumbered, or otherwise disposed of.
- 12.3 **Public Use.** The Recipient will ensure that Infrastructure resulting from any Eligible Project that is not sold, leased, encumbered, or otherwise disposed of, remains primarily for public use or benefit.

13. DEFAULT AND TERMINATION

- 13.1 **Event of Default.** AMO may declare in writing that an Event of Default has occurred when the Recipient has not complied with any condition, undertaking or term in this Agreement. AMO will not declare in writing that an Event of Default has occurred unless it has first consulted with the Recipient. For the purposes of this Agreement, each of the following events shall constitute an “Event of Default”:
- Failure by the Recipient to deliver in a timely manner an Annual Report or respond to questionnaires or reports as required;
 - Delivery of an Annual Report that discloses non-compliance with any condition, undertaking or material term in this Agreement;
 - Failure by the Recipient to co-operate in an external audit undertaken by Canada, AMO or their agents;
 - Delivery of an external audit report that discloses non-compliance with any condition, undertaking or term in this Agreement; and
 - Failure by the Recipient to expend Funds in accordance with the terms of this Agreement, including Section 5.8.
- 13.2 **Waiver.** AMO may withdraw its notice of an Event of Default if the Recipient, within thirty (30) calendar days of receipt of the notice, either corrects the default or demonstrates, to the satisfaction of AMO in its sole discretion that it has taken such steps as are necessary to correct the default.
- 13.3 **Remedies on Default.** If AMO declares that an Event of Default has occurred under Section 13.1, after thirty (30) calendar days from the Recipient’s receipt of the notice

of an Event of Default, it may immediately terminate this Agreement or suspend its obligation to pay the Funds. If AMO suspends payment, it may pay suspended Funds if AMO is satisfied that the default has been cured.

- 13.4 **Repayment of Funds.** If AMO declares that an Event of Default has not been cured to its exclusive satisfaction, AMO reserves the right to declare that prior payments of Funds become a debt to Canada which the Recipient will reimburse forthwith on demand to AMO for transmission to Canada.

14. CONFLICT OF INTEREST

- 14.1 **No Conflict of Interest.** The Recipient will ensure that no current member of the AMO Board of Directors and no current or former public servant or office holder to whom any post-employment, ethics and conflict of interest legislation, guidelines, codes or policies of Canada applies will derive direct benefit from the Funds, the Unspent Funds, and any interest earned thereon, unless the provision of receipt of such benefits is in compliance with such legislation, guidelines, policies or codes.

15. NOTICE

- 15.1 **Notice.** Any notice, information or document provided for under this Agreement will be effectively given if in writing and if delivered by hand, or overnight courier, mailed, postage or other charges prepaid, or sent by email to the addresses in Section 15.3. Any notice that is sent by hand or overnight courier service shall be deemed to have been given when received; any notice mailed shall be deemed to have been received on the eighth (8) calendar day following the day on which it was mailed; any notice sent by email shall be deemed to have been received on the sender's receipt of an acknowledgment from the intended recipient (such as by the "return receipt requested" function, as available, return email or other written acknowledgment), provided that in the case of a notice sent by email, if it is not given on a business day before 4:30 p.m. Eastern Standard Time, it shall be deemed to have been given at 8:30 a.m. on the next business day for the recipient.
- 15.2 **Representatives.** The individuals identified in Section 15.3 of this Agreement, in the first instance, act as AMO's or the Recipient's, as the case may be, representative for the purpose of implementing this Agreement.
- 15.3 **Addresses for Notice.** Further to Section 15.1 of this Agreement, notice can be given at the following addresses:

- If to AMO:

Executive Director
Canada Community-Building Fund Agreement
Association of Municipalities of Ontario
155 University Avenue, Suite 800
Toronto, ON M5H 3B7

Telephone: 416-971-9856
Email: ccbf@amo.on.ca

- If to the Recipient:

Treasurer
The City of Pembroke
1 Pembroke St. East
Pembroke, ON K8A 3J5

16. MISCELLANEOUS

- 16.1 **Counterpart Signature.** This Agreement may be signed (including by electronic signature) and delivered (including by facsimile transmission, by email in PDF or similar format or using an online contracting service designated by AMO) in counterparts, and each signed and delivered counterpart will be deemed an original and both counterparts will together constitute one and the same document.
- 16.2 **Severability.** If for any reason a provision of this Agreement that is not a fundamental term is found to be or becomes invalid or unenforceable, in whole or in part, it will be deemed to be severable and will be deleted from this Agreement, but all the other terms and conditions of this Agreement will continue to be valid and enforceable.
- 16.3 **Waiver.** AMO may waive any right in this Agreement only in writing, and any tolerance or indulgence demonstrated by AMO will not constitute waiver of rights in this Agreement. Unless a waiver is executed in writing, AMO will be entitled to seek any remedy that it may have under this Agreement or under the law.
- 16.4 **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable in Ontario.
- 16.5 **Survival.** The Recipient agrees that the following sections and provisions of this Agreement shall extend for seven (7) years beyond the expiration or termination of this Agreement: Sections 4, 5.8, 5.9, 6.1, 11.4, 11.5, 12, 13.4 and 16.8.
- 16.6 **AMO, Canada and Recipient Independent.** The Recipient will ensure its actions do not establish or will not be deemed to establish a partnership, joint venture, principal-

agent relationship, or employer-employee relationship in any way or for any purpose whatsoever between Canada and the Recipient, between AMO and the Recipient, between Canada and a Third Party or between AMO and a Third Party.

- 16.7 **No Authority to Represent.** The Recipient will ensure that it does not represent itself, including in any agreement with a Third Party, as a partner, employee, or agent of Canada or AMO.
- 16.8 **Debts Due to AMO.** Any amount owed under this Agreement will constitute a debt due to AMO, which the Recipient will reimburse forthwith, on demand, to AMO.
- 16.9 **Priority.** In the event of a conflict, the part of this Agreement that precedes the signature of the Parties will take precedence over the Schedules.
- 16.10 **Complementarity.** The Recipient is to use the CCBF to complement, without replacing or displacing, other sources of funding for municipal infrastructure.
- 16.11 **Equity.** The Recipient is to consider Gender Based Analysis Plus (“**GBA+**”) lenses when undertaking a project.

17. SCHEDULES

- 17.1 This Agreement, including:

Schedule A	Eligible Investment Categories
Schedule B	Eligible Expenditures
Schedule C	Ineligible Expenditures
Schedule D	The Annual Report
Schedule E	Communications Requirements

constitute the entire agreement between the Parties with respect to the subject matter contained in this Agreement and supersedes all prior oral or written representations and agreements.

18. SIGNATURES

IN WITNESS WHEREOF, AMO and the Recipient have respectively executed, and delivered this Agreement, effective April 1, 2024.

THE CITY OF PEMBROKE

By: _____

Name:	_____	Date	_____
Title:	_____		

_____	_____	_____	_____
Name:		Date	
Title:			

THE ASSOCIATION OF MUNICIPALITIES OF ONTARIO

By: _____

Name:	_____	Date	_____
Title: Executive Director			

_____	_____	_____	_____
Witness:		Date	
Title:			

SCHEDULE A: ELIGIBLE INVESTMENT CATEGORIES

1. **Broadband connectivity** – investments in the construction, material enhancement, or renewal of infrastructure that provides internet access to residents, businesses, and/or institutions in Canadian communities.
2. **Brownfield redevelopment** – investments in the remediation or decontamination of a brownfield site within municipal boundaries – provided that the site is being redeveloped to construct a public park for municipal use, publicly owned social housing, or Infrastructure eligible under another investment category listed in this schedule.
3. **Capacity-building** – investments that strengthen the Recipient's ability to develop long-term planning practices as described in Schedule B, item 2.
4. **Community energy systems** – investments in the construction, material enhancement, or renewal of infrastructure that generates energy or increases energy efficiency.
5. **Cultural infrastructure** – investments in the construction, material enhancement, or renewal of infrastructure that supports the arts, humanities, or heritage.
6. **Drinking water** – investments in the construction, material enhancement, or renewal of infrastructure that supports drinking water conservation, collection, treatment, and distribution systems.
7. **Fire halls** – investments in the construction, material enhancement, or renewal of fire halls and fire station infrastructure.
8. **Local roads and bridges** – investments in the construction, material enhancement, or renewal of roads, bridges, tunnels, highways, and active transportation infrastructure.
9. **Public transit** – investments in the construction, material enhancement, or renewal of infrastructure that supports a shared passenger transport system that is available for public use.
10. **Recreational infrastructure** – investments in the construction, material enhancement, or renewal of recreational facilities or networks.
11. **Regional and local airports** – investments in the construction, material enhancement, or renewal of airport-related infrastructure (excluding infrastructure in the National Airports System).
12. **Resilience** – investments in the construction, material enhancement, or renewal of built and natural infrastructure assets and systems that protect and strengthen the resilience

of communities and withstand and sustain service in the face of climate change, natural disasters, and extreme weather events.

13. **Short-line rail** – investments in the construction, material enhancement, or renewal of railway-related infrastructure for carriage of passengers or freight.
14. **Short-sea shipping** – investments in the construction, material enhancement, or renewal of infrastructure related to the movement of cargo and passengers around the coast and on inland waterways, without directly crossing an ocean.
15. **Solid waste** – investments in the construction, material enhancement, or renewal of infrastructure that supports solid waste management systems (including the collection, diversion, and disposal of recyclables, compostable materials, and garbage).
16. **Sport infrastructure** – investments in the construction, material enhancement, or renewal of amateur sport infrastructure (facilities housing professional or semi-professional sports teams are ineligible).
17. **Tourism infrastructure** – investments in the construction, material enhancement, or renewal of infrastructure that attracts travelers for recreation, leisure, business, or other purposes.
18. **Wastewater** – investments in the construction, material enhancement, or renewal of infrastructure that supports wastewater and storm water collection, treatment, and management systems.

Note: Investments in health infrastructure (e.g., hospitals, long-term care facilities, convalescent centres, and senior centres) are not eligible.

SCHEDULE B: ELIGIBLE EXPENDITURES

Eligible Expenditures will be limited to the following:

1. **Infrastructure investments** – expenditures associated with acquiring, planning, designing, constructing, or renovating a tangible capital asset and any related debt financing charges specifically identified with that asset.
2. **Capacity-building costs** – for projects eligible under the capacity-building category only, expenditures associated with the development and implementation of:
 - Capital investment plans, integrated community sustainability plans, integrated regional plans, housing needs assessments, or asset management plans;
 - Studies, strategies, systems, software, third-party assessments, plans, or training related to asset management;
 - Studies, strategies, systems, or plans related to housing or land use;
 - Studies, strategies, or plans related to the long-term management of infrastructure; and
 - Other initiatives that strengthen the Recipient's ability to improve local and regional planning.
3. **Joint communications and signage costs** – expenditures directly associated with joint federal communication activities and with federal project signage.
4. **Employee costs** – the costs of the Recipient's employees for projects eligible under the capacity-building category only – provided that the costs, on an annual basis, do not exceed the lesser of:
 - 40% of the Recipient's annual allocation (i.e., the amount of CCBF funding made available to the Recipient by AMO under Section 5.5 of this Agreement); or
 - \$80,000.

SCHEDULE C: INELIGIBLE EXPENDITURES

The following are deemed Ineligible Expenditures:

1. **Costs incurred before the Fund was established** – project expenditures incurred before April 1, 2005.
2. **Costs incurred before categories were eligible** – project expenditures incurred:
 - Before April 1, 2014 – under the broadband connectivity, brownfield redevelopment, cultural infrastructure, disaster mitigation (now resilience), recreational infrastructure, regional and local airports, short-line rail, short-sea shipping, sport infrastructure, and tourism infrastructure categories; and.
 - Before April 1, 2021 – under the fire halls category.
3. **Internal costs** – the Recipient's overhead costs (including salaries and other employment benefits), operating or administrative costs (related to planning, engineering, architecture, supervision, management, and other activities normally carried out by the Recipient's staff), and equipment leasing costs – except in accordance with Eligible Expenditures described in Schedule B.
4. **Rebated costs** – taxes for which the Recipient is eligible for a tax rebate and all other costs eligible for rebates.
5. **Land costs** – the purchase of land or any interest therein and related costs.
6. **Legal fees.**
7. **Routine repair or maintenance costs** – costs that do not result in the construction, material enhancement, or renewal of a tangible capital asset.
8. **Investments in health infrastructure** – costs associated with health infrastructure or assets (e.g., hospitals, long-term care facilities, convalescent centres, and senior centres).
9. **Investments in professional or semi-professional sports facilities** – costs associated with facilities used by professional or semi-professional sports teams.

SCHEDULE D: ANNUAL REPORT

The Annual Report may include – but is not necessarily limited to – the following information pertaining to the previous fiscal year:

1. **Financial information** – and particularly:
 - Interest earnings and investment gains – in accordance with Section 5.7;
 - Proceeds from the disposal of assets – in accordance with Section 12.1;
 - Outgoing transfers – in accordance with Sections 5.3 and 5.4;
 - Incoming transfers – in accordance with Section 5.3; and
 - Amounts paid – in aggregate for Eligible Expenditures on each Eligible Project.
2. **Project information** – describing each Eligible Project that started, ended, or was ongoing in the reporting year.
3. **Results** – and particularly:
 - Expected outputs and outcomes for each ongoing Eligible Project;
 - Outputs generated and outcomes achieved for each Eligible Project that ended construction in the reporting year; and
 - Housing outcomes resulting from each Eligible Project that ended construction in the reporting year, and specifically:
 - i. The number of housing units enabled, supported, or preserved; and
 - ii. The number of affordable housing units enabled, supported, or preserved.
4. **Other information** – such as:
 - Progress made in the development and implementation of asset management plans and systems; and
 - The impact of the CCBF on housing pressures tied to infrastructure gaps, the housing supply, and housing affordability.

SCHEDULE E: COMMUNICATIONS REQUIREMENTS

1. COMMUNICATIONS ACTIVITIES

- 1.1 **Scope.** The provisions of this Schedule apply to all communications activities related to any Funds and Eligible Projects.
- 1.2 **Definition.** Communications activities may include (but are not limited to) public or media events, news releases, reports, web articles, blogs, project signs, digital signs, publications, success stories and vignettes, photo compilations, videos, advertising campaigns, awareness campaigns, editorials, award programs, and multi-media products.

2. INFORMATION SHARING REQUIREMENTS

- 2.1 **Notification requirements.** The Recipient must report all active Eligible Projects to AMO in advance of construction each year. Reports must be submitted in an electronic format deemed acceptable by AMO.
- 2.2 **Active Eligible Projects.** Active Eligible Projects are those Eligible Projects that either begin in the current calendar year or are ongoing in the current calendar year.
- 2.3 **Information required.** The report must include, at a minimum, the name, category, description, expected outcomes, anticipated CCBF contribution, anticipated start date, and anticipated end date of each active Eligible Project.

3. PROJECT SIGNAGE REQUIREMENTS

- 3.1 **Installation requirements.** Unless otherwise approved by Canada, the Recipient must install a federal sign to recognize federal funding for each Eligible Project in accordance with design, content, and installation guidelines provided by Canada.
- 3.2 **Permanent signs, plaques, and markers.** Permanent signage, plaques, and markers recognizing municipal or provincial contributions to an Eligible Project must also recognize the federal contribution and must be approved by Canada.
- 3.3 **Responsibilities.** The Recipient is responsible for the production and installation of Eligible Project signage in accordance with Section 3 of this Schedule E, except as otherwise agreed upon.
- 3.4 **Reporting requirements.** The Recipient must inform AMO of signage installations in a manner determined by AMO.

4. DIGITAL COMMUNICATIONS REQUIREMENTS

- 4.1 **Social media.** AMO maintains accounts dedicated to the CCBF on several social media networks. The Recipient must @mention the relevant account when producing content that promotes or communicates progress on one or more Eligible Projects. AMO's CCBF-dedicated social media accounts are identified on www.buildingcommunities.ca.
- 4.2 **Websites and webpages.** Websites and webpages created to promote or communicate progress on one or more Eligible Projects must recognize federal funding using either:
- a) A digital sign; or
 - b) The Canada wordmark and the following wording (as applicable):
 - i. "This project is funded in part by the Government of Canada"; or
 - ii. "This project is funded by the Government of Canada".

The Canada wordmark or digital sign must link to www.infrastructure.gc.ca. Guidelines describing how this recognition is to appear and language requirements are posted at <http://www.infrastructure.gc.ca/pub/signage-panneaux/intro-eng.html>.

5. REQUIREMENTS FOR MEDIA EVENTS AND ANNOUNCEMENTS

- 5.1 **Definitions.** Media events and announcements include, but are not limited to, news conferences, public announcements, and the issuing of news releases to communicate the funding of Eligible Projects or achievement of key milestones (such as groundbreaking ceremonies, grand openings, and completions).
- 5.2 **Authority.** Canada, AMO, or the Recipient may request a media event or announcement.
- 5.3 **Notification requirements.** Media events and announcements must not proceed without the prior knowledge and agreement of AMO, Canada, and the Recipient.
- 5.4 **Notice.** The requester of a media event or announcement must provide at least fifteen (15) business days' notice to other parties of their intention to undertake such an event or announcement. If communications are proposed through a news release with no supporting event, Canada additionally requires five (5) business days with the draft news release to secure approvals and confirm the federal representative's quote.
- 5.5 **Date and location.** Media events and announcements must take place at a date and location that is mutually agreed to by the Recipient, AMO and Canada.

- 5.6 **Representatives.** The Recipient, AMO, and Canada will have the opportunity to participate in media events and announcements through a designated representative. Each Party will choose its own designated representative.
- 5.7 **Responsibilities.** AMO and the Recipient are responsible for coordinating all onsite logistics for media events and announcements unless otherwise agreed on.
- 5.8 **No unreasonable delay.** The Recipient must not unreasonably delay media events and announcements.
- 5.9 **Precedence.** The conduct of all joint media events, announcements, and supporting communications materials (e.g., news releases, media advisories) will follow the [Table of Precedence for Canada](#).
- 5.10 **Federal approval.** All joint communications material related to media events and announcements must be approved by Canada and recognize the funding of all contributors.
- 5.11 **Federal policies.** All joint communications material must reflect Canada's Policy on Official Languages and the Policy on Communications and Federal Identity.
- 5.12 **Equal visibility.** The Recipient, Canada, and AMO will have equal visibility in all communications activities.

6. PROGRAM COMMUNICATIONS

- 6.1 **Own communications activities.** The Recipient may include messaging in its own communications products and activities with regards to the use of Funds.
- 6.2 **Funding acknowledgements.** The Recipient must recognize the funding of all contributors when undertaking such activities.

7. OPERATIONAL COMMUNICATIONS

- 7.1 **Responsibilities.** The Recipient is solely responsible for operational communications with respect to the Eligible Projects, including but not limited to, calls for tender, construction, and public safety notices. Operational communications as described above are not subject to the federal official languages policy.
- 7.2 **Federal funding acknowledgement.** Operational communications should include, where appropriate, the following statement (as appropriate):
- a) "This project is funded in part by the Government of Canada"; or
 - b) "This project is funded by the Government of Canada".

- 7.3 **Notification requirements.** The Recipient must share information promptly with AMO should significant emerging media or stakeholder issues relating to an Eligible Project arise. AMO will advise the Recipient, when appropriate, about media inquiries received concerning an Eligible Project.

8. COMMUNICATING SUCCESS STORIES

- 8.1 **Participation requirements.** The Recipient must work with Canada and AMO when asked to collaborate on communications activities – including, but not limited to, Eligible Project success stories (including positive impacts on housing), Eligible Project vignettes, and Eligible Project start-to-finish features.

9. ADVERTISING CAMPAIGNS

- 9.1 **Responsibilities.** The Recipient may, at its own cost, organize an advertising or public information campaign related to the use of the Funds or Eligible Projects, provided that the campaign respects the provisions of this Agreement.
- 9.2 **Notice.** The Recipient must inform Canada and AMO of its intention to organize a campaign no less than twenty-one (21) working days prior to the launch of the campaign.



The Corporation of the City of Pembroke Pembroke, Ontario

Date: 2024-09-03

Resolution No: 2024-021

Moved by:

Seconded by:

Whereas the state of health care in Ontario is in crisis, with 2.5 million Ontarians without a family doctor, emergency room closures across the province, patients being de-rostered and 40% of family doctors considering retirement over the next five years; and

Whereas it has become increasingly challenging to attract and retain an adequate healthcare workforce throughout the health sector across Ontario; and

Whereas the Northern Ontario School of Medicine University says communities in northern Ontario are short more than 350 physicians, including more than 200 family doctors; and half of the physicians working in northern Ontario expected to retire in the next five years; and

Whereas Ontario municipal governments play an integral role in the health care system through responsibilities in public health, long-term care, and paramedicine; and

Whereas the percentage of family physicians practicing comprehensive family medicine has declined from 77 percent in 2008 to 65 percent in 2022; and

Whereas per capita health-care spending in Ontario is the lowest of all provinces in Canada; and

Whereas a robust workforce developed through a provincial, sector-wide health human resources strategy would significantly improve access to health services across the province.

Therefore, Be It Resolved that the Council of the City of Pembroke urge the Province of Ontario to recognize the physician shortage in the City of Pembroke and Ontario, to fund health care appropriately and ensure every Ontarian has access to physician care.

Carried

Mayor



**The Corporation of the City of Pembroke
Pembroke, Ontario**

Date: 2024-09-03

Resolution No: 2024-022

Moved by:

Seconded by:

Be It Resolved That the Corporation of the City of Pembroke hereby supports the City's application to the Zero Emission Vehicle Infrastructure Program (ZEVIP) for the installation of two (2) fast chargers with an output of 50 kW and above and attests that at least half (50%) of the funds to be covered by non-NRCan sources are available and have been secured through existing City reserves.

Carried

Mayor

The Corporation of the City of Pembroke

Confirming By-law Number 20-2024

Being a By-law to confirm the proceedings of the Regular Meeting of the Council of the City of Pembroke at the meeting held on the third day of September 2024

Whereas Section 5(1) of the *Municipal Act, 2001*, as amended, provides that the powers of a municipality shall be exercised by its council; and

Whereas Section 5(3) of the *Municipal Act*, as amended, provides that the powers of every Council are to be exercised by by-law; and

Whereas it is deemed expedient that the proceedings of the Council of the City of Pembroke at this meeting be confirmed and adopted by by-law.

Therefore, the Council of the City of Pembroke enacts as follows:

1. That all actions of the Council of the City of Pembroke at its meeting of September 3, 2024, in respect of each report, motion, resolution or other action, passed and/or taken by the Council at its meeting, is hereby adopted, ratified, and confirmed as if all such proceedings were expressly embodied in this by-law; and
2. That the Mayor and appropriate officials of the City of Pembroke are hereby authorized and directed to do all things necessary to give effect to the said action and to obtain approvals where required, and to execute all documents necessary in that regard, and the Clerk is hereby authorized and directed to affix the Corporate Seal of the City of Pembroke to all such documents.
3. That this By-law shall come into force and take effect upon the passing thereof.

Passed and Enacted This 3rd Day of September 2024

Ron Gervais
Mayor

Victoria Charbonneau
Municipal Clerk