



# Agenda

## Finance & Administration Committee

Chair: Deputy Mayor Abdallah  
Tuesday, September 3, 2024  
Council Chambers  
6:00 p.m.

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

1. **Land Acknowledgement**
2. **Call to Order**
3. **Disclosure of Pecuniary Interest & General Nature Thereof**
4. **Approval/Amendment of Meeting Agenda**
5. **Approval of Minutes**
  - Combined Committee – August 13, 2024
6. **Business Arising from Minutes**
7. **Presentations/Delegations**
  - a. Laurentian Valley Grains – Potential Donation of Land for Sportsplex  
As presented by Darcy and Lyndsay Smith, Co-owners of Laurentian Valley Grains
8. **New Business**
  - a. Sportsplex Facility Joint Committee – D. Unrau
  - b. PFD Monthly Report August 2024 – Chief Selle
  - c. Update on Recreational Burning By-law 2023-63 – Chief Selle
  - d. Municipal Canada Community Building Fund (CCBF) Funding Agreement – A. Lochtie
  - e. Asset Retirement Obligation Policy – A. Lochtie
  - f. Zero Emissions Vehicle Infrastructure Program (ZEVIP) Funding Application – A. Lochtie
9. **Adjournment**

# Draft 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**



# Committee Report

**To:** Deputy Mayor Brian Abdallah  
Finance and Administration Committee

**From:** Victoria Charbonneau  
Municipal Clerk

**Date:** 2024-09-03

**Re:** Laurentian Valley Grains & Smith's Storage –Proposed Donation of Land for Sportsplex.

**Recommendation:**

This presentation is provided for information purposes.

**Background:**

Laurentian Valley Grains sent correspondence (attachment #1) to the City of Pembroke in late June 2024 to propose a donation of land (5-10 acres) located by Home Depot for the purpose of constructing a new multi-use sports complex.

The property is located in the Township of Laurentian Valley, however, with the inception of the Sportsplex Joint Committee (staff report on the committee to follow) the proposed donation is timely. Laurentian Valley Grains attended a Township of Laurentian Valley special council meeting July 21, 2024 by way of a delegation to discuss the proposed donation of land, and received positive feedback.

**Financial Implications:**

None at this time.

**Strategic Plan Impact:**

This item supports the City's mission to support a welcoming, vibrant community which offers services and amenities that enhance sustainable and healthy lifestyles, and the vision statements of developing and maintaining partnerships and infrastructure and facility renewal

**Attachments:**

Attachment #1 – Correspondence from Laurentian Valley Grains and Smith's Storage received June 26, 2024





Respectfully submitted,

Victoria Charbonneau  
Municipal Clerk

David Unrau  
Chief Administrative Officer



RECEIVED  
June 26/24

Laurentian Valley Grains & Smith's Storage  
2651B Greenwood Road  
Pembroke ON  
K8A 6W2

June 20, 2024

Mayor Ron Gervais  
City of Pembroke  
1 Pembroke Street East  
Pembroke ON  
K8A 3J5

Dear Mayor Gervais,

We hope this letter finds you well. We are writing on behalf of Laurentian Valley Grains and Smith's Storage to formally propose a donation that we believe will greatly benefit the communities of Pembroke and Laurentian Valley.

On behalf of our collective companies, we would like to donate between 5 to 10 acres of our development land near Home Depot for the purpose of constructing a new multi-use sports complex. This facility would serve as an upgrade to the current aging sports facilities and cater to the diverse recreational needs of the local community. See attached proposed plans for reference.

The Smith family has a long-standing connection with both the public and business sectors of Laurentian Valley and Pembroke. Several generations of our family have actively participated in various sports within the community. We understand firsthand the positive impact that well-maintained sports facilities can have on community health, unity, and pride.

We would be honored to present our donation offer and the proposed blueprints for the multi-use sports complex to the councils of Laurentian Valley and Pembroke during an upcoming council meeting. We believe that this initiative aligns with the councils' goals of enhancing community infrastructure and promoting active lifestyles among residents.

Please let us know a convenient time and date for us to attend a council meeting to discuss this matter further. We are eager to work collaboratively with both councils to make this vision a reality for the benefit of current and future generations.

Thank you for considering our proposal. We look forward to your favorable response.

Yours sincerely,

Darcy & Lyndsay Smith and Family  
Laurentian Valley Grains & Smith's Storage  
lvgrains@gmail.com



PROPOSED INDOOR SPORTS COMPLEX, WITH  
TWO-PAD ARENA COMPLEX, INDOOR  
SWIMMING POOL AND INDOOR SOCCER FIELD

SWM  
POND  
(5.2%)

40 ROBINSON LANE

ROBINSON LANE

PROPOSED EXTENSION TO ROBINSON  
LANE

499 PARKING SPACES  
(5.5m x 2.7m)

MULTI-SPORT  
COMPLEX LANDS  
(10 ac.)



1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES AND AUTHORITIES.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES AND AUTHORITIES.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES AND AUTHORITIES.

NOT FOR  
CONSTRUCTION

Attachment #1

| NO. | DATE | BY | DESCRIPTION |
|-----|------|----|-------------|
|     |      |    |             |
|     |      |    |             |
|     |      |    |             |

LAURENTIAN VALLEY GRAINS  
SPORTS COMPLEX

CONCEPT PLAN

**Jp2g Consultants Inc.**  
ENGINEERS - PLANNERS - PROJECT MANAGERS

|                     |
|---------------------|
| CLIENT No.: 20-1062 |
| DRAWN: PL           |
| DESIGNED: PL        |
| APPROVED: AH        |
| APPROVAL: 20-1062   |

SCALE: 1:500  
DATE: 2018

CP-1



# Committee Report

**To:** Deputy Mayor Brian Abdallah  
Finance and Administration Committee

**From:** David Unrau  
Chief Administrative Officer

**Date:** 2024-09-03

**Re:** **Sportsplex Facility Joint Committee**

## **Recommendation:**

Committee direction is requested regarding the membership of the Sportsplex Facility Joint Committee.

## **Background:**

The following motion was passed at the Parks & Recreation Committee on 2024 June 18th:

1. That a Sportsplex Steering Committee (the “Committee”) be established consisting of three (3) City of Pembroke Council members. Additionally, invitations are to be sent to the Township of Laurentian Valley and the Township of Whitewater Region with request to appoint a Council representative to sit on the Committee.
2. That an invitation be sent to various sports groups and interested parties, including the Friends of the Regional Pool Committee to appoint a representative to participate in deliberations of the Sportsplex Steering Committee with non-voting permanent observer status. The City of Pembroke CAO will appoint one or more staff members to support the work of the Committee.
3. That the Committee shall develop a terms of reference for a sportsplex project with a P3 model. The Committee shall assess financing options, including from other municipalities, sponsors, fundraising efforts, donors, multi-level government agencies and other relevant sources. The Committee shall make recommendations on next steps with the goal of issuing an RFP for a new Sportsplex, including considering the hiring of an owner’s engineer to assist in the design proposal, project management and RFP process among such other duties as an owner’s engineer shall be assigned to assist Committee and Council.
4. That the Committee, in coordination with any hired professionals, will actively seek public input to define the scope of the project. Town Hall sessions will be held in the City of Pembroke, the Township of Laurentian Valley and Township of Whitewater



Region (if desired by each municipality's respective Council) in virtual and/or in person settings to gather and compile community feedback.

5. The Committee and/or hired professionals shall present final reports to all Councils prior to December 1, 2024.

Staff have reached out to Town of Petawawa, Township of Laurentian Valley and Township of Whitewater to determine their involvement on the committee and respective members.

The Town of Petawawa is awaiting their completion of their Recreation Master Plan before providing a formal response or participating on the committee. Their Recreation Master Plan is scheduled to be completed this fall.

The Township of Laurentian Valley sent a letter dated August 1<sup>st</sup> (see attached) in response to our request. In discussing the request further with the CAO, the committee is viewed as an exploration of options and funding and the first duty of the committee will be to set a Terms of Reference and budget to be brought back to both municipalities. The initial committee duties are seen as mutually beneficial to both municipalities and as such they are requesting equal representation.

The Township of Whitewater will be meeting in September to discuss the request.

**Financial Implications:**

All members of the Sportsplex Facility Joint Committee and Library Board will serve for no remuneration.

Respectfully submitted,

David Unrau  
Chief Administrative Officer



August 1, 2024

Mr. Unrau, CAO  
City of Pembroke  
1 Pembroke Street East  
Pembroke, ON  
K8A 3J5

Dear Dave,

**Re: Sportplex Facility Joint Committee**

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The Township of Laurentian Valley is in receipt of your email dated July 12, 2024 whereby you have requested the township's support as partner to sit on the Sportsplex Facility Joint Committee.

At a recent Township of Laurentian Valley Special Council meeting council discussed the city's request and have concurred that the newly formed committee to provide recreational services would greatly benefit residents of the City and the Township along with surrounding community members.

Subsequently, Council has agreed to participate on the committee at this time. As this project is early in its development, Laurentian Valley is committed to move forward with the exploration of all options possible. Thought is that one of the first things that needs to be done by this committee would be the creation of a terms of reference that would provide all involved a road map of duties and deliverables of the committee.

Laurentian Valley is requesting to have 3 committee members in order that we have equal representation throughout at least this initial process.

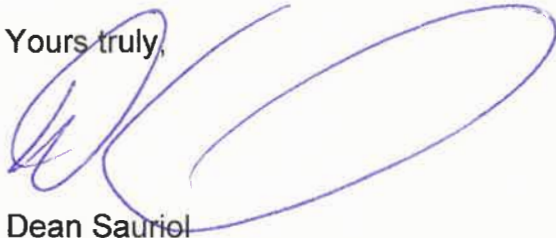
Seeing that our budgets are set for 2024 we are suggesting we develop terms of reference and based on that we can determine what funds maybe needed for 2024 and either come back to council for specific fund allocation or place them in the 2025 budget deliberation.

613-735-6291  
F: 613-735-5820

Laurentian Valley  
460 Witt Road  
Pembroke, ON  
K8A 6W5

We thank you for the opportunity to be part of this important project and we support the City's efforts in the creation of the Sportsplex Facility Joint Committee.

Yours truly,

A handwritten signature in blue ink, consisting of a large, stylized 'D' followed by a large, horizontal oval shape.

Dean Sauriol  
Chief Administrative Officer/Clerk



# PEMBROKE FIRE DEPARTMENT

200 International Drive Pembroke, Ontario K8A 6W5

Telephone: (613) 735-6821 ext. 1201 • Fax: (613) 732-7673 • [www.pembroke.ca](http://www.pembroke.ca)

*“Protection, Prevention and Education for over 160 years”*

## **August 2024 Monthly Report (July 26, 2024 – August 27, 2024)**

### **Prevention and Public Education Activities**

In August, we continued working through the platoon’s inspection portfolios along with the Smoke Alarm Program. As stated in the July report, focus moving into the fall and winter will be smaller residential apartment buildings. We have also begun inspecting the schools within the City as the new school year fast approaches. Preparations have also begun for Fiddle Park week.

Our Smoke Alarm Program continues to focus on Mackay St.

August was busy month for us regarding Public Education. We attended the Music For A Cause event in late July, and collaborated with the Pembroke Public Library in early August for our first Fire Trucks and Freezies event.

We attended Community Living’s Summer BBQ and provided an information booth along with fire extinguisher training to all staff. And finally, we attended a St. Joseph’s Housing event, providing an information booth and treats for the kids. Two other events were cancelled due to emergency calls.

Staff assessed fire drills at 3 & 5 Crandall St.

Public safety messaging on Pembroke’s Pure Country focused on safety on the water and the importance of putting your phone away when driving.

On our social media channels, we celebrated the Firefighters of the Month for July and shared information on wildfire prevention as the Daily Wildfire Hazards Reports indicated a growing risk in August. We continued to share information from the Renfrew County Health Unit that may impact our community, such as Overdose Alerts and environmental warnings.

On our Facebook page, we reached 24,248 users, engaged with 4,636 users, and acquired 22 new followers. We currently have 1,011 followers on our Facebook page.

### **Employee Recognition Program**

To acknowledge the hard work, dedication, and professionalism of our staff, “Firefighter of the Month” for this month goes to Firefighter Justin White. Justin has filled a valuable role at the PFD with diligence. His positive and professional attitude has been greatly appreciated.

The Volunteer of the Month goes to Matthew Smith. Matthew responded effectively when called upon this month, providing key support during the residential structure fire on Riverside Dr. Congrats to Justin and Matthew.





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## **Courses and Seminars**

There were no courses or seminars attended during August.

## **Vulnerable Occupancy Inspections and Drills**

Vulnerable Occupancy Fire Drills and Inspections were conducted at the Carefor Complex and at Carefor Mackay.

Staff attended and reviewed a full evacuation of Heritage Manor. This is not part of the Vulnerable Occupancy requirements through the FPPA but is a requirement as part of the Retirement Homes Act.

## **Emergency Management**

Thank you goes out to the staff for taking care of the water stations that were set up during the heat warning at the beginning of the month. Four (4) cases of water were utilized over the three (3) days.

## **EOC/Training Room**

The EOC/training room hosted in-house training sessions and Departmental meetings. We also conducted interviews for volunteer firefighters. We are hoping to reach our full complement of 20 volunteer firefighters through this hiring process.

The Steering Committee for the Renfrew County & District Drug Strategy held a meeting in the EOC in August.

## **Equipment & Operations**

Annual pump testing/certifications and ladder testing/certifications, including the Aerial, have been completed for 2024 with all trucks and ladders passing.

Quotation Q-24-5 was released this month for the purchase of Structural Firefighting Gear. This is the first time the Department has purchased firefighting gear in this manner. This purchased is an approved Capital purchase for 2024. The closing date is set for September 5, 2024

## **Pembroke Professional Firefighters Association (Lo. 488)**

In late July, the Association sponsored a Men's Night at the Pembroke Golf Club as well as contributing to the City's Nine & Dine golfing event.

In August, the Association sponsored the Busker Festival and donated to the GoFundMe page for the young man who was seriously injured in an accident earlier in the month.



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## Career Firefighter Training

This month’s training focused on:

- **Suppression:** Fire Suppression Techniques; Fire Dynamics; Hydrant & Pumper Operations; Water Supply; Basement Fires; Residential Fires; Electrical Vehicle Fires; Ventilation; Fireground Decontamination; Ground Ladders; Personal Protective Equipment; Aerial Operations; Forcible Entry; Propane Emergencies.
- **Rescue:** Search and Rescue; Thermal Imager Operations; Firefighter Survival Techniques; Vehicle Extrication; Extrication Operations and Electric & Alternative Fuel Vehicles.
- **SCBA:** Donning and Doffing and Practical Exercises; Compressor/Cascade Operations.
- **Driver:** Emergency Driving and Response; Response Pre-planning.
- **Prevention:** Ontario Fire Code & Inspection Orders; Building Construction; Commercial Cooking NFPA 96;
- **Administration:** Policies, SOPs and Procedures; Fire Safety Plans; Cancer Prevention Strategies; Health & Safety; Residential Fire Alarm Systems and Smoke Alarm Programs.

Volunteer training for this month:

- Hydrants and Water Supply
- Forcible Entry
- Fire Suppression Operations
- Pre-planning tour of Fiddle Park

## Recreational Open-Air Burning

| Year/Month    | Number of new permits | Number of Inspections | Renewals | Dollars collected | Total Number of Permits to date | Total dollars collected |
|---------------|-----------------------|-----------------------|----------|-------------------|---------------------------------|-------------------------|
| 2023          | 68                    | 68                    | 24       | \$8,000           | 92                              | \$8,000                 |
| January 2024  | 0                     | 1                     | 0        | 0                 | 0                               | 0                       |
| February 2024 | 5                     | 4                     | 0        | \$500             | 5                               | \$500                   |
| March 2024    | 9                     | 14                    | 2        | \$1000            | 16                              | \$1500                  |
| April 2024    | 20                    | 21                    | 2        | \$2,100           | 38                              | \$3,600                 |
| May 2024      | 31                    | 33                    | 4        | \$3,300           | 73                              | \$6,900                 |
| June 2024     | 23                    | 28                    | 4        | \$2,500           | 100                             | \$9,400                 |
| July 2024     | 13                    | 13                    | 1        | \$1,350           | 114                             | \$10,750                |
| August 2024   | 11                    | 7                     | 4        | \$1300            | 129                             | \$12,050                |



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## Smoke Alarm Program

| Year/Month    | Number of Inspections | Number Tested | Alarms Missing | Alarms not Working | Batteries Replaced | Alarms Installed |
|---------------|-----------------------|---------------|----------------|--------------------|--------------------|------------------|
| 2023          | 84                    | 178           | 4              | 9                  | 2                  | 9                |
| January 2024  | 21                    | 44            | 0              | 2                  | 3                  | 8                |
| February 2024 | 3                     | 8             | 0              | 0                  | 0                  | 0                |
| March 2024    | 13                    | 34            | 1              | 1                  | 1                  | 3                |
| April 2024    | 12                    | 30            | 2              | 3                  | 0                  | 6                |
| May 2024      | 19                    | 43            | 4              | 4                  | 2                  | 9                |
| June 2024     | 17                    | 75            | 1              | 2                  | 0                  | 5                |
| July 2024     | 19                    | 46            | 4              | 1                  | 0                  | 6                |
| August 2024   | 16                    | 33            | 2              | 8                  | 3                  | 12               |

## Inspections & Consultations

| Type of Inspection or Consultation                                    | # Completed |
|---|-------------|
| Assembly  | 31          |
| Health Care and Long-Term Care Facility                               | 39          |
| Residential   | 64          |
| Mercantile and/or Business  | 8           |
| Industrial  | 8           |
| Hotel or Motel  | 4           |
| Recreational Burn Permit Site Inspections                             | 7           |
| Total number of inspections or consultations completed this month     | 161         |
| Total number of violations found since the last report                | 26          |
| Total number of outstanding violations repaired since the last report | 20          |
| Total number of Fire Safety Plans reviewed and/or approved            | 10          |



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## Incidents

| Type of Incident                | # attended |
|---------------------------------|------------|
| Fires/Explosions                | 4          |
| Over Pressure Rupture/Explosion | 0          |
| Pre-Fire Conditions/ No Fire    | 5          |
| Open- Air Burning               | 0          |
| False Fire Calls                | 8          |
| Public Hazards                  | 7          |
| Carbon Monoxide                 | 1          |
| Rescue                          | 7          |
| Medical                         | 2          |
| Other Responses                 | 5          |
| <b>Total Responses</b>          | <b>39</b>  |
| Estimated Dollar Loss           | \$120,500  |



# PEMBROKE FIRE DEPARTMENT

200 International Drive Pembroke, Ontario K8A 6W5

Telephone: (613) 735-6821 ext. 1201 • Fax: (613) 732-7673 • www.pembroke.ca

*“Protection, Prevention and Education for over 160 years”*

## False Alarms

| Year/Month    | Letter of Warning | Fine Issued | Fines Paid | Fines Cancelled | Fines Outstanding |
|---------------|-------------------|-------------|------------|-----------------|-------------------|
| 2018          | 42                | 20          | 16         | 0               | 4                 |
| 2019          | 23                | 9           | 12         | 0               | 1                 |
| 2020          | 21                | 6           | 5          | 0               | 2                 |
| 2021          | 29                | 8           | 8          | 2               | 0                 |
| 2022          | 16                | 12          | 8          | 0               | 4                 |
| 2023          | 20                | 6           | 5          | 0               | 1                 |
| January 2024  | 4                 | 0           | 0          | 0               | 1                 |
| February 2024 | 5                 | 0           | 0          | 0               | 1                 |
| March 2024    | 2                 | 0           | 0          | 0               | 1                 |
| April 2024    | 3                 | 0           | 0          | 0               | 1                 |
| May 2024      | 0                 | 0           | 0          | 0               | 1                 |
| June 2024     | 2                 | 1           | 0          | 0               | 2                 |
| July 2024     | 4                 | 1           | 0          | 0               | 3                 |
| August 2024   | 2                 | 0           | 1          | 0               | 2                 |

Respectfully yours,

Scott Selle,  
Fire Chief



# Committee Report

**To:** Deputy Mayor Brian Abdallah  
Finance and Administration Committee

**From:** Scott Selle, Fire Chief  
Pembroke Fire Department

**Date:** 2024-09-03

**Re:** **Update on Recreational Burning By-law 2023-63**

## **Recommendation:**

Direction is required from Committee on continuing forward with the intent of By-law 2023-63.

## **Background:**

On September 5, 2023, By-law 2023-63, a by-law to regulate “Recreational Open-Air Burning” and precautions to be taken by owner in the City of Pembroke was passed.

The City of Pembroke has had a By-law in place to regulate recreational burning since 2004. There was little change to the By-law over the years, only allowing those within a very defined geographical space along the City’s rivers, the opportunity to apply for a recreational burn permit. It was recognized that the by-law required updating.

Review and research began in 2019 when the By-law was first revisited. At that time, although community engagement reflected a small majority of respondents wishing to allow expanded opportunities to purchase burn permits, it was decided the best approach was to provide two public pits at Riverside Park. After unknown delays, the public pits were completed mid-summer of 2022. Since that time, there have been no reservations of the pits by the public, however, the City has utilized them on several occasions proving their worth for the minimal investment to construct.

Throughout the summer of 2023, Council was presented with options to consider as they wished to revisit the By-law updated in 2019. On September 5, 2023, Council passed By-law 2023-63. This By-law has allowed more residents the opportunity to partake in recreational backyard fires, removing the geographical restrictions of previous ones. The new by-law clearly defined all terms referenced within, laid out administration and enforcement roles and responsibilities, and defined the Fire Department’s right of entry. Regulations that each permit holder are bound to follow are explained, along with the provisions for cooking appliances, gas fired appliances, the approved fuels to be burned,



and exemptions that may be applied for. The issuance of permits, inspection and approval process, fees, fire bans and withdrawal of permits are all outlined. Lastly, the powers of the City and the Fire Department are clearly defined when it comes to extinguishment of fires, cost recovery provision, and offences, penalties and the fine structure.

The Pembroke Fire Department developed an information package to better explain the by-law to residents, allowing them to prepare prior to the inspection from the fire department. This process has worked extremely well.

Since it's passing, the Fire Department has conducted 189 inspections, has approved 180 new permits, and has recovered \$18,000 in administration costs for these new permit costs. We have also renewed 41 existing permits and recovered \$2050 for administration of these renewals.

There have been four complaints received regarding properties with approved permits. All of these have been investigated and the complaints were not substantiated. Some of these complaints, upon investigation, showed the properties had valid permits. It is vital for residents to report valid complaints to the fire department immediately upon witnessing what they deem as a violation of the by-law.

The Fire Department has seen a drop in the calls for unauthorized burning in terms of recreational back yard fires, however, we have seen an increase in the overall number of calls for unauthorized burning.

- 2020: 16 Unauthorized Burning Calls
- 2021: 23 Unauthorized Burning Calls
- 2022: 10 Unauthorized Burning Calls
- 2023 (to September 5): 18 Unauthorized Burning Calls
- September 5, 2023, to August 25, 2024: 26 Unauthorized Burning Calls

Calls received since the inception of the by-law:

- 7 Unauthorized Burning, recreational back yard fires. (letters of warning issued, one permit was purchased the next day with inspection)
- 2 Unauthorized Burning calls where there was a valid permit
- 2 Unauthorized Burning calls which were deemed to be false reports
- 1 Unauthorized Burning call for burning outside prescribed times (letter of warning issued)
- 10 Unauthorized Burning calls in various wooded locations around the city (7 Algonquin Trail, 1 Southern end of Pansy Patch, 2 other open areas)
- 3 Unauthorized Burning calls which upon response were deemed to be in Laurentian Valley
- 1 Unauthorized Burning call for using unapproved fire appliance

Direction is required from Committee as to whether they would like to continue with the current By-law or research different options for recreational burning in the City of Pembroke.



If Committee wishes to move forward with the current By-law, staff will bring forward an updated Bylaw later this year. The goal of the update will be to address some of the deficiencies we have noted through year one of the By-law.

As a refresher to Committee, these are the concerns that were brought forward from the community in 2023:

Aside from the smell, noise and safety, the main issues to consider would be:

- 1) The relationship between burning carbon-based products (wood) and the effects the production of smoke, carbon dioxide and other pollutants has on the environment and air quality. The dangers of smoke and the links to both short- and long-term health effects are not new. These health effects were at the fore front of news last summer with the large amount of forest fires burning across the country.
- 2) Questions and concerns have been raised about the conflicts of increased back yard fires and the City's Climate Action Plan. Is this the right time to increase the City's carbon footprint?

### **Financial Implications:**

Including renewals, By-law 2023-63 has generated \$20,050, with \$18,000 specifically from new permits. As we enter year two of the By-law, renewals will be the focus, cutting the dollar figures in half. Renewals also reduce the burden on the Fire Department as inspections would not be required. If changes have been made to the approved area, an inspection will be required, and full costs may be applied.

### **Strategic Plan Impact:**

This By-law and report reflect the Mission and Vision of the City as outlined in the current Strategic Plan.

### **Attachments:**

Respectfully submitted,

Scott Selle, Fire Chief  
Pembroke Fire Department

David Unrau  
Chief Administrative Officer





# Committee Report

**To:** Deputy Mayor Brian Abdallah  
Finance and Administration Committee

**From:** Angela Lochtie, Treasurer/Deputy Clerk  
Treasury Department

**Date:** 2024-09-03

**Re:** **Municipal Canada Community Building Fund (CCBF) Funding Agreement**

## **Recommendation:**

This report is presented for information with a by-law coming forward for passing as part of the Council Agenda.

## **Background:**

The Canada Community Building Fund (CCBF), formerly know as the Federal Gas Tax program, provides the City of Pembroke with predictable, formula-based funding for eligible capital projects. Administered by the Association of Municipalities of Ontario (AMO), the scheduled funding allocations for the City of Pembroke for the years 2024 to 2028 under this program are as follows:

| <b>Year</b> | <b>CCBF Funding Allocation</b> |
|-------------|--------------------------------|
| 2024        | 903,211.79                     |
| 2025        | 940,845.61                     |
| 2026        | 940,845.61                     |
| 2027        | 978,479.44                     |
| 2028        | 978,479.44                     |

The funding agreement for this program is due for renewal and is presented in a by-law for passing later this evening.



**Financial Implications:**

This program will provide annual funding for eligible capital projects as described in the funding agreement.

**Strategic Plan Impact:**

This funding links to infrastructure renewal.

**Attachments:**

Agreement.

Respectfully submitted,

Angela Lochtie, Treasurer/Deputy Clerk  
Treasury Department

David Unrau  
Chief Administrative Officer

# **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 30<sup>th</sup> 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](http://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](http://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.



# Committee Report

**To:** Deputy Mayor Brian Abdallah  
Finance and Administration Committee

**From:** Angela Lochtie, Treasurer/Deputy Clerk  
Treasury Department

**Date:** 2024-09-03

**Re:** **Asset Retirement Obligation Policy**

## **Recommendation:**

That the Combined Committee recommend approval of the City of Pembroke's Asset Retirement Obligation Policy in compliance with Public Sector Accounting Board section 3280: Asset Retirement Obligations.

## **Background:**

PS 3280 requires every municipality to prepare an asset retirement obligation policy (AROP). The standard must be applied by all public sector entities who prepare their financial statements under PSAB, including all Canadian municipalities. The new standard defines asset retirement obligations as "a legal obligation associated with the retirement of a tangible capital asset".

Before the introduction of PS 3280, there was no specific guidance on how to report, recognize, and measure the legal obligations associated with the retirement of long-lived tangible capital assets for public sector entities. Municipalities have generally not reflected the retirement obligations in their financial statements, as there was no formal standard requiring it. Instead, municipalities only recognized environmental obligations within the scope of PS 3260 which addresses liability for contaminated sites, and PS 3270 which addresses solid waste closure and post-closure liability.

Common asset retirement obligations now under the scope of PS 3280 have not previously been recognized by municipalities, such as obligations to retire buildings with asbestos or underground fuel storage tanks. As a result, the implementation of this standard will require municipalities to recognize obligations which were previously out of scope of the accounting standards.



**Financial Implications:**

The 2023 Audited Financial Statements will include a new unfunded liability for its asset retirement obligations. This will include the cost to remediate asbestos from any city buildings and the cost to remove underground fuel storage tanks. These costs are currently being assessed.

**Strategic Plan Impact:**

This policy relates to infrastructure and facility renewal and long-term financial planning.

**Attachments:**

Asset Retirement Obligation Policy (September 2024)

Respectfully submitted,

Angela Lochtie, Treasurer/Deputy Clerk  
Treasury Department

David Unrau  
Chief Administrative Officer

|                      |                                     |                      |
|----------------------|-------------------------------------|----------------------|
| Coverage: Corporate  | Corporation of the City of Pembroke |                      |
| Revision #:          | Asset Retirement Obligation Policy  |                      |
| Date: September 2024 | Policy: T2024-01                    | Department: Treasury |

## Policy Statement

The City of Pembroke shall apply public sector accounting standards 3280 to recognize asset retirement obligations.

### 1 Purpose

The purpose of this policy is to identify the accounting standards on how to account for and report a liability for asset retirement obligations and ensure compliance with Public Sector Accounting Standard 3280 – Asset Retirement Obligations. This policy defines which activities would be included in a liability retirement of a tangible capital asset. It establishes when to recognize and how to measure a liability for an asset retirement obligation and provides the related financial statement presentation and disclosure requirements.

### 2 Scope

This policy applies to all departments, branches, boards and agencies falling within the reporting entity of the City of Pembroke that possess asset retirement obligations including:

- Assets with legal title held be the City
- Assets controlled by the Municipality
- Assets that have not been capitalized or recorded as a tangible capital asset for financial statement purposes

### 3 Legislative Authority

Municipal Act, 2001, Subsections 294 (1), A municipality shall, for each fiscal year, prepare annual financial statements for the municipality in accordance with generally accepted accounting principles for local governments as recommended, from time to time, by the Public Sector Accounting Board of the Chartered Professional Accountants of Canada. 2006, c. 32, Sched. A, s. 123; 2017, c. 10, Sched. 1, s. 38.

### 4 Definitions

**4.1 Accretion expense** is the increase in the carrying amount of a liability for asset retirement obligations due to the passage of time

**4.2 Asset retirement activities** include all activities related to an asset retirement obligation. These may include, but are not limited to:

- a) decommissioning or dismantling a tangible capital asset that was acquires, constructed or developed;
- b) remediation of contamination of a tangible capital asset created by its normal use;
- c) post-retirement activities such as monitoring; and

d) constructing other tangible capital assets to perform post-retirement activities.

**4.3 Asset retirement cost** is the estimated amount required to retire a tangible capital asset

**4.4 Asset retirement obligation** is a legal obligation associated with the retirement of a tangible capital asset

**4.5 Legal obligation** establishes a clear duty or responsibility to another party that justifies recognition of a liability

**4.6 Productive use** means the tangible capital asset is held for use in the production or supply of goods and services, for rental to others, for administrative purposes or for the development, construction, maintenance or repair of other tangible capital assets

**4.7 Retirement of a tangible capital asset** is the permanent removal of a tangible capital asset from service. This term encompasses sale, abandonment or disposal in some other manner but not its temporary idling.

## 5 Policy

**5.1** Existing laws and regulations require public sector entities to take specific actions to retire certain tangible capital assets at the end of their useful lives. This includes activities such as removal of asbestos and retirement landfills. Other obligations to retire tangible capital assets may arise from contracts or court judgments, or lease arrangements.

**5.2** The legal obligation, including obligations created by promises made without formal consideration, associated with retirement of tangible capital assets controlled by the City, will be recognized in accordance with PS 3280 which the City will be adopting starting January 1, 2023.

**5.3** Asset retirement obligations result from acquisition, construction, development, or normal use of the asset. These obligations are predictable, likely to occur and unavoidable. Asset retirement obligations are separate and distinct from contaminated site liabilities. The liability for contaminated sites is normally resulting from unexpected contamination exceeding the environmental standards. Asset retirement obligations are not necessarily associated with contamination.

## 6 Policy Requirements

### 6.1 Recognition

A liability will be recognized when, as at the financial reporting date:

- a) there is a legal obligation to incur retirement costs in relation to a tangible capital asset;
- b) the past transaction or event giving rise to the liability has occurred;
- c) it is expected that future economic benefits will be given up; and
- d) a reasonable estimate of the amount can be made

A liability will not be recognized when:

- a) there is no legal obligation
- b) costs are related to acquiring, constructing or developing the related tangible capital asset, its replacement and maintenance, which are covered in PS 3150
- c) costs are related to remediation of contaminated sites, which are covered in PS 3260

- d) costs are related to activities necessary to prepare a tangible capital asset for an alternative use

A liability for an asset retirement obligation cannot be recognized unless all of the criteria above are satisfied. The estimate of the liability will be based on requirements in existing agreements, contracts, legislation, or legally enforceable obligations, and technology expected to be used in asset retirement activities.

The estimate of liability will include costs directly attributable to asset retirement activities. Costs will include post-retirement operation, maintenance, and monitoring that are an integral part of the retirement of the tangible capital asset.

Directly attributable costs will include, but are not limited to, payroll and benefits, equipment and facilities, materials, legal and other professional fees, and overhead costs directly attributed to the asset retirement activity. Upon initial recognition of a liability for an asset retirement obligation, the City will recognize an asset retirement cost by increasing the carrying amount of the related tangible capital asset (or a component thereof) by the same amount as the liability. Where the obligation related to an asset which is no longer in service, and not providing economic benefit, or to an item not recorded by the City as an asset, the obligation is expensed upon recognition. The capitalization thresholds applicable to the different asset categories will also be applied to the asset retirement obligations to be recognized within each of those asset categories.

## **6.2 Recoveries**

A recovery related to asset retirement obligation should be recognized when:

- a) the recovery can be appropriately measured;
- b) a reasonable estimate of the amount can be made; and
- c) it is expected that future economic benefits will be obtained.

A recovery should not be netted against the liability. For fully amortized retirement costs, recoveries are recognized in revenue. For retirement costs not fully amortized, recoveries are recorded in deferred revenue and amortized to external recoveries over the remaining amortization period.

## **6.3 Subsequent Measurement**

The asset retirement costs will be allocated to accretion expense in a rational and systemic manner (straight-line method) over the useful life of the tangible capital asset or a component of the asset. On an annual basis, the existing asset retirement obligations will be assessed for any changes in expected cost, term to retirement, or any other changes that may impact the estimated obligation. In addition, any new obligations identified will also be assessed.

## **6.4 Presentation and Disclosure**

The liability for asset retirement obligations will be disclosed in the City's Annual Consolidated Financial Statements, in accordance with PS 3280.

## **6.5 Transitional Provision**

The year of adoption will January 1, 2023. In the year of adoption, the City will adopt a prospective application, and apply section PS 3280 to current and subsequent periods.

A summary of the impact is as follows:

- impact on comparative figures – not restated

- date liability measured – measured as of the date the legal obligation was incurred
- date of discount rate and assumptions used – as of the date the legal obligation was incurred
- impact on 2022 figures – no impact/no restatement
- impact on 2023 figures – asset retirement liability and related asset retirement costs initially recognized

The prospective transition will be applied consistently to all the City's asset retirement obligations.

## **6.6 Roles and Responsibilities of Departments**

All departments are required to:

- a) communicate with the Treasurer on retirement obligations, and any changes in asset condition or retirement timelines; and
- b) assist in the preparation of cost estimates for retirement obligations; and
- c) inform the Treasurer of any legal or contractual obligations at inception of any such obligation

The Treasurer is to implement the asset retirement obligation policy in accordance with the legal obligation of the Federal and Provincial Legislation.

The Treasurer is responsible for the development of and adherence to policies for the accounting and reporting of asset retirement obligations in accordance with Public Sector Accounting Board section 3280. This includes responsibility for:

- a) reporting asset retirement obligations in the financial statements of the City and other statutory financial documents;
- b) monitoring the application of this Policy;
- c) managing processes within accounting systems; and
- d) investigating issues and working with asset owners to resolve issues

## **6.7 Decision Tree & Sample Accounting Treatment**

Scope of applicability is attached to this Policy as Appendix A.

An example of how the Asset Retirement Obligation Policy would be applied is in Appendix B.

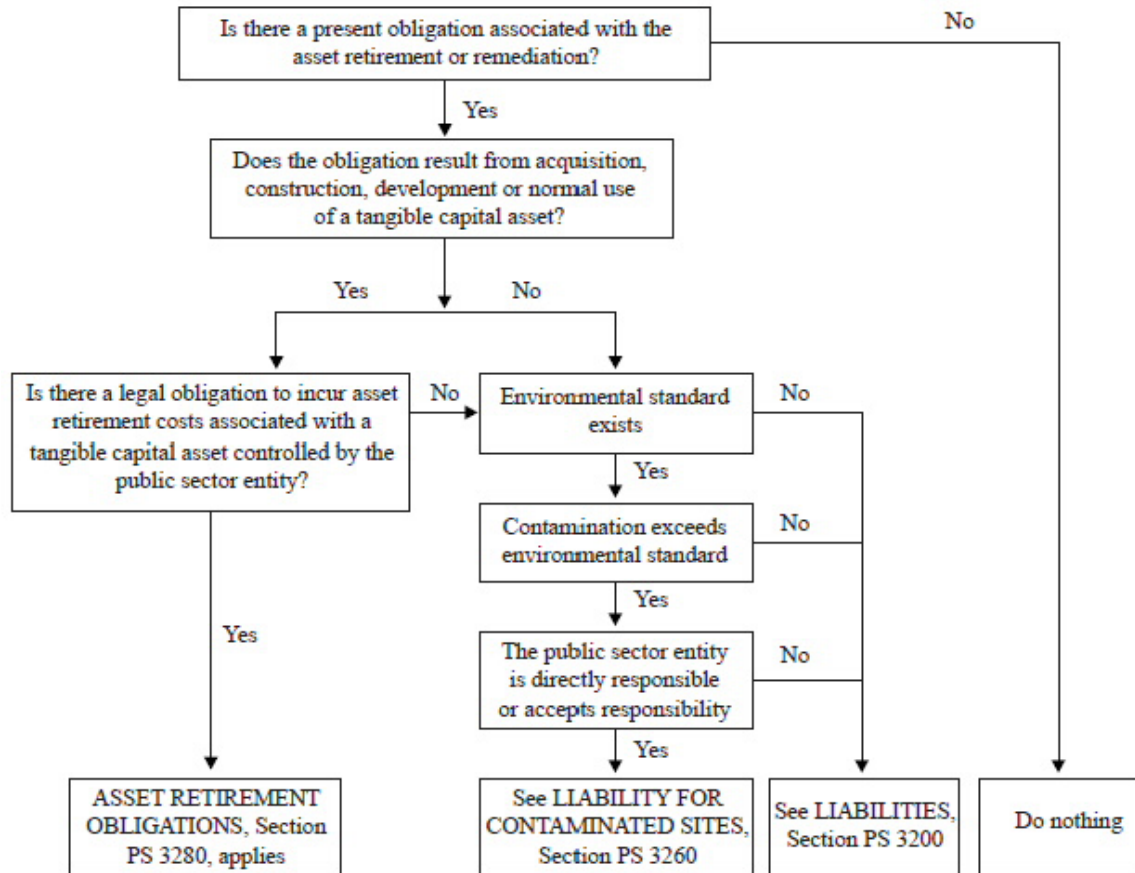
## **7 Policy Review**

This policy will be reviewed every five years, or upon direction of Council, or if staff identify an issue requiring addressing.



# Appendix A

## Decision Tree



Source: CICA Handbook: PSAB 3280

## Appendix B

### Illustrative Example

#### Example 1 — Purchase of a building containing asbestos

A public sector entity purchases a building containing asbestos for \$6 million on April 1, 2X21.

Significant assumptions in the example are as follows:

- a) The remaining useful life of the building is 10 years.
- b) The entity plans to demolish the building at the end of its useful life and the relevant legislation requires that asbestos be removed in a prescribed manner.
- c) The estimated cost of this removal in 2X31 is \$1 million.
- d) The appropriate discount rate to compute the present value is three percent.
- e) The public sector entity amortizes the building over its useful life using a straight-line method.
- f) As at March 31, 2X26, the entity revised the estimated cost of removal to \$1.2 million and the discount rate to four percent.

The journal entries and calculations below deal only with the asset retirement costs (i.e., exclude capitalization and amortization of the underlying tangible capital asset).

#### Initial Measurement of the ARO Liability

Present value of the ARO liability at April 1, 2X21 \$744,094

Subsequent Measurement of the ARO Liability Reflecting Changes  
in the Estimated Cash Flows and the Discount Rate

Present value of the ARO liability at March 31, 2X26 – before  
revision \$862,609

Present value of the ARO liability at March 31, 2X26 – after  
revision \$986,313

Present value of the incremental liability at March 31, 2X26 \$123,704

Interest Method of Allocation

| <u>Year</u> | <u>Liability<br/>balance April 1</u> | <u>Accretion</u> | <u>Change in<br/>estimate</u> | <u>Liability balance<br/>Mar. 31</u> |
|-------------|--------------------------------------|------------------|-------------------------------|--------------------------------------|
| 2X21-2X22   | \$ 744,094                           | \$ 22,323        | \$ —                          | \$ 766,417                           |
| 2X22-2X23   | 766,417                              | 22,992           | —                             | 789,409                              |
| 2X23-2X24   | 789,409                              | 23,683           | —                             | 813,092                              |
| 2X24-2X25   | 813,092                              | 24,392           | —                             | 837,484                              |
| 2X25-2X26   | 837,484                              | 25,125           | 123,704                       | 986,313                              |
| 2X26-2X27   | 986,313                              | 39,452           | —                             | 1,025,765                            |
| 2X27-2X28   | 1,025,765                            | 41,031           | —                             | 1,066,796                            |
| 2X28-2X29   | 1,066,796                            | 42,671           | —                             | 1,109,467                            |

|           |           |        |   |           |
|-----------|-----------|--------|---|-----------|
| 2X29-2X30 | 1,109,467 | 44,379 | — | 1,153,846 |
| 2X30-2X31 | 1,153,846 | 46,154 | — | 1,200,000 |

Schedule of Expenses

| <u>Year end</u> | <u>Accretion expense</u> | <u>Amortization expense</u> | <u>Total expense</u> |
|-----------------|--------------------------|-----------------------------|----------------------|
| 2X22            | \$22,323                 | \$74,409                    | \$ 96,732            |
| 2X23            | 22,992                   | 74,409                      | 97,401               |
| 2X24            | 23,683                   | 74,409                      | 98,092               |
| 2X25            | 24,392                   | 74,409                      | 98,801               |
| 2X26            | 25,125                   | 74,409                      | 99,534               |
| 2X27            | 39,452                   | 99,150                      | 138,602              |
| 2X28            | 41,031                   | 99,150                      | 140,181              |
| 2X29            | 42,671                   | 99,150                      | 141,821              |
| 2X30            | 44,379                   | 99,150                      | 143,529              |
| 2X31            | 46,154                   | 99,150                      | 145,304              |

Journal entries

April 1, 2X21:

|                            |         |         |
|----------------------------|---------|---------|
| Dr. Tangible capital asset | 744,094 |         |
| Cr. ARO liability          |         | 744,094 |

To record the initial ARO liability

March 31, 2X26:

|                            |         |         |
|----------------------------|---------|---------|
| Dr. Tangible capital asset | 123,704 |         |
| Cr. ARO liability          |         | 123,704 |

To record the subsequent change in ARO liability

March 31, 2X22-2X31:

|                              |              |              |
|------------------------------|--------------|--------------|
| Dr. Amortization expense     | Per schedule |              |
| Cr. Accumulated amortization |              | Per schedule |

To record amortization on the asset retirement cost

|                       |              |              |
|-----------------------|--------------|--------------|
| Dr. Accretion expense | Per schedule |              |
| Cr. ARO liability     |              | Per schedule |

To record accretion expense on the ARO liability

March 31, 2X31:

|   |           |           |
|---|-----------|-----------|
| Dr. ARO liability                         | 1,200,000 |           |
| Cr. Cash                                  |           | 1,200,000 |
| To record settlement of the ARO liability |           |           |



# Committee Report

**To:** Deputy Mayor Brian Abdallah  
Finance and Administration Committee

**From:** Angela Lochtie, Treasurer/Deputy Clerk  
Treasury Department

**Date:** 2024-09-03

**Re:** **Zero Emission Vehicle Infrastructure Program (ZEVIP) Funding Application**

## **Recommendation:**

This report is provided for information with a resolution coming forward as part of the September 3, 2024 Council agenda.

## **Background:**

In early August 2024, the Treasurer submitted a formal application to the Federation of Canadian Municipality's (FCM) Green Municipal Fund (GMF) for an on-demand Transit Pilot Project. If successful, this grant program could provide funding of up to 50% of eligible costs (municipalities with a population of 20,000 or under may qualify for up to 80% of eligible costs) to a maximum of \$500,000.

The FCM application was made to support the electrification of the transit project, delivering the service using electric vehicles. Included in this application was the cost to install two (2) x 54kW DC Fast Charge stations with an estimated cost including backup power, possible site work, and a 20% contingency totaling \$342,000. A rough cost for the two fast chargers alone before site work is \$175,000. Backup power could be considered a future enhancement to reduce initial project costs.

Capital costs are considered ineligible under the FCM grant, however, the federal government currently has another grant opportunity open for private charging infrastructure investments under the [Zero Emission Vehicle Infrastructure Program \(ZEVIP\)](#).

The ZEVIP program is open until September 19, 2024 and offers funding to successful applicants of up to 50% of total project costs, to a maximum of \$50,000 per charger.

The Treasurer has met with Justin Allen, President and CEO of ORPC to discuss project feasibility and possible install locations. In discussion with the City CAO, it has been determined that the back of the Lake and College parking lot would be the best location for



the fast chargers due to its proximity to required electrical infrastructure, central location, and its possible impact to existing operations. The City current has 10 permit spaces in this lot for the neighbouring apartment building which could still be accommodated. For the ZEVIP application, this would be linked to the PMC building as part of overflow parking. See Annex A.

Using this location, the City has requested more formal costing from ORPC/ORES to support the grant application.

Under the ZEVIP program, applicants must attest that they have secured at least 50% of their share of the Total Project Costs. The City's share of funding for the two chargers could be sourced from either the Transit Reserve or the General Capital Reserve. As a result, a resolution has been included in the Council agenda package to support the application.

**Financial Implications:**

If successful, this grant would reduce transit project start-up costs by up to \$100,000 with the City's share of costs coming from either the Transit Reserve or the General Capital Reserve. The actual source of reserve funds would be determined as part of the 2025 budget.

**Strategic Plan Impact:**

This grant application supports use of an environmental lens on City projects.

**Attachments:**

- Map of proposed charging location.
- Draft Resolution

Respectfully submitted,

Angela Lochtie, Treasurer/Deputy Clerk  
Treasury Department

David Unrau  
Chief Administrative Officer

# ANNEX A: TRANSIT FAST CHARGER LOCATION FOR ZEVIP GRANT APPLICATION



**Picture of parking lot location looking towards the corner of Lake and College.**

**Parking lot area is a gravel surface delineated by concrete blocks.**

