



Agenda

Planning and Development Committee

Chair: Councillor Jacyno
Tuesday, December 3, 2024
Council Chambers
Following Public Meeting

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

1. **Call to Order**
2. **Disclosure of Pecuniary Interest & General Nature Thereof**
3. **Approval/Amendment of Meeting Agenda**
4. **Approval of Minutes**
 - Planning and Development Committee – November 5, 2024
5. **Business Arising from Minutes**
6. **New Business**
 - a. Request for Proposal No. P-24-06 Management Services at Festival Hall – E. McKeown
 - b. CIP Request for 205-219 Pembroke Street West – H. Sutherland
 - c. Transfer of Land from 1811435 Ontario Inc. to the City of Pembroke – C. Sauriol
 - d. Amendment to the Fees and Services By-law to Include Vacant Building Registry – C. Sauriol
7. **Adjournment**

Draft Planning & Development Committee Meeting

Council Chambers
Pembroke, Ontario
November 5, 2024
6:25 p.m.

1. Call to Order

Present:

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

Regrets:

Also, Present:

David Unrau, Chief Administrative Officer
Victoria Charbonneau, Municipal Clerk
Colleen Sauriol, Director of Planning, Building and By-law Enforcement

Councillor Jacyno called the meeting to order at 6:25 p.m.

2. Disclosure of Pecuniary Interest and General Nature Thereof

There were no disclosures of pecuniary interests declared.

3. Approval/Amendment of Meeting Agenda

Motion:

Moved by Deputy Mayor Abdallah
Seconded by Councillor Kuehl
That the agenda of the Planning & Development Committee meeting of November 5, 2024, be approved as circulated.

Carried

4. Approval of Minutes

Motion:

Moved by Councillor Kuehl
Seconded by Councillor Purcell
That the minutes of the October 1, 2024, meeting of the Planning and Development Committee be approved as circulated.

Carried

5. Business Arising from Minutes

6. Presentations/Delegations

a. Pembroke 50+ Senior Active Living Centre

As presented by Connie Ball, President and Paula Selkirk, Secretary

President Ball and Secretary Selkirk provided an overview of the presentation. A discussion was held, and the following points were raised:

- The significance of the learning opportunities the Centre provides is exceptional and should be commended.
- Potential opportunities for collaborative partnerships was discussed for multifaceted programming within the City.

7. New Business

a. Report to Prohibit and Regulate Fortification

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

- Questions arose regarding if there have been issues regarding property fortification in the City of Pembroke
- Questions regarding potential contravention/impediment to the CAMSAFE program (potential language regarding where cameras can be pointed and not pointed could be further clarified for user clarity)
- Questions were raised about the need for an exemption process.

Direction: That staff clarify wording on the by-law presented to articulate/define what excessive fortification is and acceptable usage of private residence cameras and bring back to Committee for review.

Motion:

Moved by Deputy Mayor Abdallah

Seconded by Councillor Purcell

That the Planning and Development Committee direct staff to prepare by-law regarding the Fortification of Land, as presented.

Tabled

b. Proposed Vacant Building Registry By-law

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

- Questions regarding the use of an additional tax on vacant homes to promote development. Direction was provided to have the Treasurer to provide a report to the Committee at a future meeting.
- Process for residents to declare their properties as occupied, along with a recommended approach for how the City would handle cases where residents do not respond regarding properties that are not vacant (but could potentially be marked as vacant), to prevent inappropriate tax increases and save administrative time.
- Questions were raised about the definitions of vacant homes versus vacant commercial buildings and whether staff could look into the possibility of a vacant commercial building tax.

- Question surrounding the 30-day vacancy limit and if it pertains to an apartment single unit. The response included that a single apartment unit is not applicable to the 30 day threshold, however an entire apartment building would qualify.
- Discussion around staff time required to implement the by-law and if it would be recouped by the proposed tax

Direction: That the Planning and Development Committee direct staff to prepare a Vacant Building Registry By-law.

Carried

c. Parking Concerns on Bronx Street Between Reynolds Street and George Street
 Director Sauriol presented the report. A discussion was held, and the following points were raised:

- Noted overflow in these areas and that it is an issue
- It was also noted that there are many similar issues in areas throughout the City
- Lack of street access on streets narrowed by parking can pose serious concerns to Fire Department vehicle access, and potentially pose a threat to public safety

Motion:

Moved by Deputy Mayor Abdallah

Seconded by Councillor Kuehl

That the Planning and Development Committee approve a total “no parking” zone which means no parking at any time on the north side of Bronx Street Between Reynolds Street and George Street.

Carried

d. Parking Concerns on William Street Adjacent to 272 Pembroke Street East
 Director Sauriol presented the report. A discussion was held and the following points were raised:

- Question regarding if there was a By-law that addresses partially blocking driveway
- It was requested that staff bring back any statistics on file that would provide the number of tickets after 4:00 p.m. for parking infractions from the Operations Department.

Motion:

Moved by Deputy Mayor Abdallah

Seconded by Mayor Gervais

That the Planning and Development Committee approve the removal of one parking space and extend the “no parking” zone to the south side of the existing first driveway off of William Street, as presented.

Carried

e. Request to Lease Parking Lot at Corner of Lake Street and College Way
 Ms. Sauriol presented the report. A discussion was held and the following points were raised:

- Costs for maintenance for the lot are not done by the City
- Importance of considering asset management factors in agreements with City owned leased property

Motion:

Moved by Councillor Kuehl

Seconded by Deputy Mayor Abdallah

That the Planning and Development Committee approve the entering into a parking agreement for a one-year period regarding the parking lot at the corner of Lake Street and College Way.

Carried

f. Parking Concerns on Eganville Road at Willard Street

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

- Concerns with addressing all intersections that are similar in nature
- Questions regarding if these types of matters can be dealt with through delegated authority

Direction:

1. Staff directed to investigate if delegated authority for parking matters can be implemented
2. Have the roads patroller provide an update/report on key performance indicators (KPIs) including safety issues identified, and those that need to be addressed.

Motion:

Moved by Deputy Mayor Abdallah

Seconded by Mayor Gervais

That the Planning and Development Committee approve the removal of the one parking space along the east side of Eganville Road, as presented.

Carried

8. Adjournment

Motion:

Moved by Councillor Kuehl

Seconded by Councillor Plummer

That the Planning & Development Committee meeting of November 5, 2024, adjourn at 7:58 p.m.

Carried



Committee Report

To: Councillor Ed Jacyno
Planning and Development Committee

From: Elijah McKeown
Tourism & Digital Media Officer

Date: 2024-12-03

Subject: **Request for Proposal No. P-24-06 Management Services at Festival Hall**

Recommendation:

That the City of Pembroke Planning and Development Committee recommend that Council enter into an agreement between the Consortium of the Municipal Councils of the City of Pembroke, the Township of Laurentian Valley and the Town of Petawawa (The "Consortium") and Kitchissippi Productions to provide management services for the operation of Festival Hall @ L'Équinoxe.

CAO Review:

The report has been reviewed and I concur with the information and recommendation.

David Unrau, Chief Administrative Officer

Financial Comment:

The implementation costs outlined have been included in the 2025 operating budget. The cost methodology remains unchanged from the previous Festival Hall management agreement. The anticipated costs in 2025 are estimated at \$52,773.02 (2024, \$51,839.90), to be divided between the three Consortium municipalities. A final figure will only be available at the end of December when the November 2024 CPI data is published by Statistics Canada.

Background:

Following the retirement of Eventure Entertainment's Rick Wharton in September 2024, staff began to review resources to contract a new provider of management services. The Request for Proposal (RFP) was launched by the City on October 10, 2024, and closed on October 31, 2024, with two proponents submitting.



Festival Hall is overseen and funded by the Consortium made up of three municipalities, the City of Pembroke, the Town of Petawawa, and the Township of Laurentian Valley.

The proposals were reviewed and evaluated by a panel of three consisting of staff from each Consortium municipality:

- Sean Crozier, Treasurer/Deputy CAO Township of Laurentian Valley
- Jodie Gervais, Coordinator of Human Resources, Town of Petawawa
- Elijah McKeown, Tourism and Digital Media Officer, City of Pembroke

All scoring was done individually by the panel members and the compilation of scoring to recommend a proponent was monitored by Marsha Hawthorne, Purchasing Manager/Deputy Treasurer, City of Pembroke.

Proposals were reviewed and evaluated in accordance with the following pre-determined criteria:

- Experience and References – 40%
- Understanding of Requirements – 10%
- Operational Plan – 20%
- Cost – 30%

Discussion:

Based on the review, the evaluation committee determined the proposal from Kitchissippi Productions offers the best value and operational plan for this project. Upon review and discussion of a staff report on November 22, 2024, the Festival Hall Committee moved to award the contract to Kitchissippi Productions Inc., noting the report indicated Kitchissippi Productions' clear vision for a modern, vibrant theatre and community arts hub.

Alternatives Considered:

One other proposal was received. The other proposal came at the same cost as the selected proponent but received a lower evaluation score.

Strategic Plan Impact:

Aligns with Vision: Excellent partnerships developed and maintained with other municipalities and organizations and Underlying Principle: Develop and maintain critical partnerships.

Attachments:

Festival Hall @ L'Équinoxe Contract for Management Services

Respectfully submitted,



Elijah McKeown
Tourism & Digital Media Officer

David Unrau
Chief Administrative Officer

The Corporation of the City of Pembroke

By-law Number 2024-xx

A by-law to authorize the entering into of an agreement between the Consortium of the Municipal Councils of the City of Pembroke, the Township of Laurentian Valley and the Town of Petawawa (The "Consortium") and Kitchissippi Productions to provide management services for the operation of Festival Hall @ L'Équinoxe

Whereas the Municipal Council of the Corporation of the City of Pembroke deems it advisable to enter into an agreement between the Consortium and Kitchissippi Productions to provide management services for the operation of Festival Hall @ L'Équinoxe;

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

1. That the Mayor and Chief Administrative Officer by, and they are hereby authorized to execute an agreement between the Consortium and Kitchissippi Productions, a copy of which agreement is attached hereto and marked as Schedule "A" to this by-law and to affix thereto the Corporate Seal.
2. This By-law shall come into force and take effect upon the date of the final passing thereof.

**Passed and Enacted
This xx Day of xx 2024**

Ron Gervais
Mayor

Victoria Charbonneau
Clerk

This Independent Contract for Services made this day of , 2024.

Between:

The Corporations of the City of Pembroke, Township of Laurentian Valley and Town of Petawawa,

Hereinafter called the “Consortium”

of the First Part

And

Kitchissippi Productions Inc.

Hereinafter called “Kitchissippi Productions”

of the Second Part

Whereas the Corporation of the City of Pembroke, the Township of Laurentian Valley and the Town of Petawawa are members of the Consortium that operate and manage and oversee the operation of Festival Hall @ L'Équinoxe, an arts facility located in the City of Pembroke;

And Whereas Festival Hall @ L'Équinoxe is located on property owned by Conseil des écoles publiques de l'Est de l'Ontario (CEPEO) and known municipally as 401 Isabella Street, Pembroke, Ontario;

And Whereas the Consortium wishes to enter into an independent contract with Kitchissippi Productions for the purposes of management of Festival Hall @ L'Équinoxe and carrying out specific duties for the Consortium;

And Whereas the parties hereto have agreed to the terms and conditions related to the duties of Kitchissippi Productions and the remuneration therefor whereby Kitchissippi Productions will manage Festival Hall @ L'Équinoxe and carry out the duties for the Consortium;

And Whereas Kitchissippi Productions was awarded this Agreement pursuant to Request for Proposal No. P-24-06 Management Services for Festival Hall @ L'Equinoxe (the “RFP”);

Now Therefore in consideration of the mutual covenants and agreements contained herein and other valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the parties hereby agree as follows:

1. Term of Contract

- a) Subject to the provisions of this agreement, the term of this agreement shall be for the period commencing upon signing and approval by all three municipal councils and terminating automatically and without need for further notice on the 31st day of December, 2027, unless otherwise terminated in accordance with the provisions of this agreement.
- b) The agreement may be extended by mutual consent of the parties for one (1) additional year, on the same terms and conditions as the original agreement upon receipt of notice of Kitchissippi Productions, and upon it being accepted by the Consortium, of the intention to continue the relationship within at least 180 days prior to the expiration of the agreement and any subsequent extension thereto.
- c) Either party may terminate this agreement or any extensions, upon providing the other party one hundred and twenty (120) days written notice.

2. Representation and Duties

- a) Kitchissippi Productions represents and warrants to the Consortium that it has the required skills and expertise and experience to perform the duties and carry out the responsibilities as required and set out in this Agreement. In carrying out these duties and responsibilities, Kitchissippi Productions shall comply with instructions that may be given to it by the Consortium.
- b) Kitchissippi Productions undertakes that it shall be responsible for the following:
 - i. Managing and growing Festival Hall @ L'Équinoxe;
 - ii. Securing funds through grants for the continuation of Festival Hall @ L'Équinoxe and its programs;
 - iii. Securing funds through grants for the maintenance and improvement of Festival Hall @ L'Équinoxe;
 - iv. Managing bookings for Festival Hall @ L'Équinoxe;
 - v. Promoting Festival Hall @ L'Équinoxe and obtaining shows and events for the facility;
 - vi. Maintaining a necessary workforce, through paid staff, subcontractors, and/or volunteers, to the satisfaction of the Consortium and renters;
 - vii. Organizing and managing the operation of the concession booth located in Festival Hall @ L'Équinoxe;
 - viii. Updating, managing, and gathering information for Festival Hall @ L'Équinoxe events on its website, social media accounts, and other relevant

marketing and events platforms;

- ix. Designing and launching a new website for Festival Hall @ L'Équinoxe;
- x. Informing the principal of École élémentaire et secondaire publique L'Équinoxe of Festival Hall @ L'Équinoxe activities monthly and conferring with the principal regarding School use of Festival Hall @ L'Équinoxe as well as Festival Hall @ L'Équinoxe use of school premises;
- xi. Maintaining Festival Hall @ L'Équinoxe in a safe condition and reporting major problems to the Consortium and the principal of École élémentaire et secondaire publique L'Équinoxe;
- xii. Arranging for and payment of cleaning and general maintenance and repair costs within Festival Hall @ L'Équinoxe itself, designated classrooms (to be used as dressing rooms and storage facilities), and the booking office, including preparing and administering relevant contracts. Cleaning, maintenance, and repair shall be performed using the same standard as it is performed by the owners of the building;
- xiii. All costs for telephone and internet;
- xiv. Preparing an emergency evacuation plan to the satisfaction of the Pembroke Fire Department, to be updated annually, and to train staff, volunteers, and contractors in the implementation of such a plan;
- xv. Taking any other actions required to ensure the effective, safe, and efficient operation of Festival Hall @ L'Équinoxe;
- xvi. Providing reports to and meeting with the Consortium regarding the operation of Festival Hall @ L'Équinoxe at least monthly and at other times on an as required basis as per the direction of the Consortium.

3. Conditions of Contract

- a) Kitchissippi Productions shall be an independent contractor not employed by the Consortium and report to the Consortium as required with respect to any issues related to his duties as referred to in Section 2 hereof.
- b) Kitchissippi Productions is not to dispose of any assets belonging to Festival Hall @ L'Équinoxe without prior approval by the Consortium.
- c) Kitchissippi Productions will not have any authority to bind the Consortium or any of its member Corporations without prior written approval of the Consortium or of its member Corporations, as the case may be.
- d) Kitchissippi Productions shall provide administrative access to the Festival Hall @ L'Équinoxe social media platforms to a Consortium staff member to ensure continuity of platforms and shall turn over all social media platforms, passwords,

and administrative rights at the conclusion of the term.

- e) Upon conclusion of the term, Kitchissippi Productions shall transfer the Festival Hall @ L'Équinoxe website assets and any associated domain names to the Consortium.
- f) The terms and conditions imposed on Kitchissippi Productions under the RFP are incorporated herein, including specifically sections 12,14,17,18 and 19 of the RFP. To the extent there are inconsistencies between this Agreement and the RFP, or greater obligations imposed by the RFP, the terms and conditions of the RFP shall govern.

4. Kitchissippi Productions' Personnel

- a) Kitchissippi Productions shall employ such personnel as required to carry out duties as indicated herein and all such employees shall be its sole responsibility;
- b) Kitchissippi Productions is solely responsible for all aspects of employment and labour relations in connection with its workforce. Kitchissippi Productions is the employer of its workforce and such employees are not employees or agents of the Consortium, nor of its member Corporations. All such employees shall be under the direct management and sole supervision of Kitchissippi Productions.
- c) Kitchissippi Productions shall ensure it obtains, prior to the commencement of the Work, a Criminal Record Check, with a Vulnerable Sector Screening, for each employee to be assigned to the Contract, including all replacement employees, sub-contractors, and volunteers. The Checks must also cover offences under the Criminal Code, the Narcotics Control Act, and any other offences which would be revealed by a search of the automated Criminal Records Retrieval System maintained by the RCMP ("Criminal Record Check"). The documentation may be obtained from a local police department and all costs associated with the Criminal Record Checks are the responsibility of Kitchissippi Productions. The Consortium reserves the right to view/request copies of the Criminal Record Checks to ensure compliance of this requirement. The Consortium reserves the right to cancel the Contract or request that an individual employee or sub-contractor be removed from Kitchissippi Productions' work roster at Festival Hall @ L'Équinoxe, if, in the sole opinion of the Consortium, the results of any background checks are found to be unacceptable.
- d) Kitchissippi Productions shall at the time of entering into any contract with the Consortium, furnish to the City's Purchasing Manager/Deputy Treasurer a satisfactory clearance from W.S.I.B. stating that all assessment or compensation payable to the W.S.I.B. has been paid. Kitchissippi Productions further agrees to maintain that good standing throughout the contract period.

Kitchissippi Productions shall ensure that all contracted employees, third-party employees, agents, and others that provide goods, services, or facilities pursuant to this Contract, have received training as per the Integrated Accessibility Standards Regulation on the Customer Service Standard, the Integrated Accessibility Standards, and on the Human Rights Codes as they pertain to

persons with disabilities

The Consortium reserves the right to demand the removal of any of Kitchissippi Productions' employees, contracted staff, or volunteers engaged in the contract if, in the Consortium's opinion, their conduct has been of an unacceptable nature.

- e) No members of Kitchissippi Productions' paid personnel shall be elected officials or staff members of any Consortium municipality.

5. Technical Equipment

- a) Kitchissippi Productions shall pay the Consortium a \$300 monthly fee for the use of Festival Hall @ L'Équinoxe's technical equipment. This charge shall be paid in the quarterly remittances of theatre revenues.
- b) Kitchissippi Productions shall solely be responsible for renting, purchasing, or installing necessary equipment for professional productions to the satisfaction of the Consortium.

6. Compensation and Revenue Sharing

- a) In consideration of Kitchissippi Productions' undertaking and the performance of the obligations contained herein, Kitchissippi Productions shall be entitled to the following:
 - i. Under City of Pembroke By-law 2023-30 and any amended by-law thereafter, the total sum shall be \$50,330 annually. This annual sum shall be subject to a yearly price increase based on the lower of the Consumer Price Index, monthly, not seasonally adjusted, Ontario, all items (November to November comparison) as determined by Statistics Canada or 3% per annum. The annual cost of this compensation shall be shared amongst the Consortium members on the basis of the per capita assessment completed by Municipal Property Assessment Corporation (MPAC) on an annual basis as of January 1 of each year;
 - ii. All monies generated from Festival Hall @ L'Équinoxe, including rental revenue and show profits, concession revenue, and revenue from other programs, less any donations to Festival Hall @ L'Équinoxe and portion of revenues to be shared with the Consortium;
 - iii. Grant funds raised through grant applications made through the Consortium, which are received by a municipality, which will make them available to Kitchissippi Productions, subject to the terms and conditions of any such grants or intended purpose of sponsorship funds;
 - iv. Payment for work performed under this Contract shall be made to Kitchissippi Productions on or before the 15th of each month, in the amount of one-twelfth of the annual fixed cost amount;
 - v. Kitchissippi Productions shall be compensated for all work from January 1,

2025 until the conclusion of the term.

- b) In the interest of sustaining Festival Hall @ L'Équinoxe, Kitchissippi Productions shall share revenues with the Consortium. Kitchissippi Productions shall provide the following to the Consortium on a quarterly basis with an information report:
 - i. \$1.25 per ticket sold;
 - ii. 15% of all canteen revenues;
 - iii. \$150 per non-ticketed hall rental;
 - iv. \$100 per lobby-only rental;
 - v. \$50 per internal photographer or videographer contract add-on;
 - vi. \$100% of all donations, minus applicable credit card processing fees.
- c) Deadlines for remittance of shared revenues shall be April 30 for 1st quarter revenues, July 31 for second quarter revenues, October 31 for third quarter revenues, and January 31 for fourth quarter revenues. When a due date falls on a Saturday, Sunday, or public holiday recognized by the Canada Revenue Agency, the payment is considered on time if received on the next business day. If Kitchissippi Productions fails to meet the deadline to provide shared revenues to the Consortium or is found to have made, participated in, assented to, or contributed to the making of false or misleading information or reports, they will be deemed in default of the Contract.

7. Remittance

- a) Kitchissippi Productions shall bear all expenses in connection with the provisions of its services under this Agreement including (without limiting the generality of the foregoing) income and other taxes, Worker's Compensation, Canada Pension Plan, Unemployment Insurance premiums, remittances and costs and the procurement and costs of any other benefits. Kitchissippi Productions acknowledges that in all respects it is an independent contractor and is liable to make all remittances to any government agencies that are referred to herein or otherwise required by law.
- b) Kitchissippi Productions hereby covenants and agrees to fully indemnify the Consortium and the CEPEO and save it harmless from and against all claims, demands, losses, costs, damages, suits, or proceedings whatsoever which may be brought against or made upon the Consortium and CEPEO and against all loss, liability, judgments, claims, suits, demands or expenses which the Consortium and CEPEO may sustain, suffer or be put to resulting from or arising out of the Kitchissippi Productions' failure to exercise reasonable care, skill or diligence or omissions in the performance or rendering of any work or service required hereunder to be performed or rendered by Kitchissippi Productions, its agents, officials and employees. Kitchissippi Productions agrees that the

foregoing indemnity shall survive the termination of this agreement. Such liabilities and claims shall include, without limiting the generality of the foregoing, federal or provincial income taxes, federal or provincial pension plan contributions, unemployment insurance premiums, Worker's Compensation premiums, and contributions under any federal or provincial social insurance or income security programs.

8. Insurance

- a) Kitchissippi Productions shall, during the term of the contract, obtain, maintain, pay, and provide evidence of insurance coverage, taken out with insurance companies licensed to transact business in the Province of Ontario and acceptable to the Consortium:
 - i. Commercial General Liability (CGL) Insurance must have limits of not less than \$5,000,000.00 inclusive per occurrence for bodily and personal injury, death, and damage to property including loss of use. The CGL insurance will include Cross Liability and Severability of Interest Clauses, Products and Completed Operations coverage (twelve (12) months), and Standard Non-Owned Automobile liability endorsement. Such insurance coverage shall be in the name of Kitchissippi Productions and each member municipality within the Consortium and the CEPEO as additional insureds for Festival Hall @ L'Équinoxe and the CEPEO property but only with respect to the operations conducted by Kitchissippi Productions on behalf of the named insured.
 - ii. Automobile Liability Insurance in respect of licensed vehicles must have limits of not less than \$2,000,000.00 inclusive per occurrence for bodily injury, death, and damage to property. Coverage shall be in the form of a standard owner's form automobile policy providing third-party liability and accident benefits insurance and covering licensed vehicles owned and/or leased or operated by or on behalf of Kitchissippi Productions.
- b) The Consortium will accept in place of the above-mentioned insurance coverages, a combination of primary liability limits and umbrella insurance or excess liability limits which meet the CGL and/or Automobile Liability coverage limits noted above.
- c) Such coverage must in all respects be satisfactory to the Consortium and shall be maintained continuously by Kitchissippi Productions from either the commencement of the services or the signing of the Contract, whichever is earliest.
- d) The above insurance policies shall contain an endorsement to provide the Named Insured and Additional Insured with not less than thirty (30) days' written notice in advance of cancellation, or any change or amendment restricting coverage.
- e) Proof of the above insurance shall be provided to the City's Purchasing

Manager/Deputy Treasurer prior to commencement of the work and on each and every anniversary date of the policy during the life of contract with the Consortium.

9. General Accounting

- a) All funds generated shall be held in Kitchissippi Productions' own account;
- b) Kitchissippi Productions shall be responsible for providing and paying for a debit/credit machine and any related services and fees;
- c) Payroll, WSIB, government remittances, etc., shall be the responsibility of Kitchissippi Productions;
- d) Furthermore, Kitchissippi Productions shall be responsible for collecting, reporting and submitting all HST and other taxes as may be payable/receivable for Festival Hall @ L'Équinoxe operations;
- e) Kitchissippi Productions shall keep books of account, records, and documents sufficient to provide the Consortium, or its agent, with the necessary particulars of Festival Hall @ L'Équinoxe revenues collected for a period of no less than 7 years; and
- f) The Consortium, or its agent, may inspect and audit all books, documents, transactions, and accounts of Kitchissippi Productions relating to the management and operation of Festival Hall @ L'Équinoxe and require Kitchissippi Productions to produce copies of any documents or records required for the purposes of administering and enforcing this Contract.

10. Consortium Responsibilities

The Consortium shall support Kitchissippi Productions in performing its obligations by providing the following:

- a) Through and subject to the terms of the agreement with the Consortium and the CEPEO:
 - i. granting access to Festival Hall @ L'Équinoxe and all ancillary areas used in connection with Festival Hall @ L'Équinoxe including Festival Hall @ L'Équinoxe itself, classrooms for use as dressing rooms and storage areas, booking office, adjoining hallways, stairwells, emergency exits and elevator, as well as, all common areas available to the other uses including corridors, halls and parking lot to allow full access to Festival Hall @ L'Équinoxe, and
 - ii. ensuring the provision of and assuming all costs associated with public utilities, including heat, hydro, water and other such services.

11. Current Funds Held

Monies currently held by the Consortium in the “Festival Hall @ L’Équinoxe Account” as at December 31, 2024 shall be retained by the Consortium.

12. Severability

In the event that any provision or part of this Agreement shall be deemed void or invalid by a court of competent jurisdiction, the remaining provisions, or parts of it, shall be and remain in full force and effect.

13. Modification of Agreement

Any modification to this Agreement must be in writing, signed by the Consortium and Kitchissippi Productions or it shall have no effect and shall be void.

14. Dispute

- a) Any dispute or claim arising between the Consortium and Kitchissippi Productions as to their respective rights and obligations under the contract, either party may give the other written notice of such dispute or claim. If the dispute or claim cannot be resolved through negotiation to the satisfaction of both parties, then the Consortium and Kitchissippi Productions shall have the right at any time to submit the particular matter to arbitration in accordance with the Arbitrations Act, 1991, S.O. 1991 (Ontario). The third-party arbitrator shall be agreeable to both parties and any arbitration award rendered as a result of such arbitration shall be final and binding upon the Consortium and Kitchissippi Productions.
- b) All costs associated with the arbitration shall be shared equally by the Consortium and Kitchissippi Productions

15. Copyright

- a) Kitchissippi Productions expressly warrants that the goods and/or work to be furnished and the productions thereof will not infringe any patent, copyright or industrial design and that Kitchissippi Productions, at its own expense, defend any suit that may arise in respect hereto and hold harmless and indemnify the Consortium and CEPEO against all claims, demands, costs, charges and expenses arising from or incurred by any such infringement.

16. Default

- a) Upon any default of Kitchissippi Productions, the Consortium may notify Kitchissippi Productions in writing that it is in default of its contractual obligations and instruct it to correct the default within seven (7) days immediately after receipt of such notice. If Kitchissippi Productions fails to correct the default to the

satisfaction of the Consortium within seven (7) days, the Consortium may terminate the contact without obligation or financial consideration.

- b) Upon termination for default, payment will be withheld at the discretion of the Consortium. Kitchissippi Productions will be paid for work satisfactorily performed prior to termination, less any excess costs incurred by the Consortium in re-procuring and completing the work.

17. Bankruptcy and Cancellation

- a) If Kitchissippi Productions becomes bankrupt or commits any act of insolvency or attempts to assign or otherwise dispose of this contract, or any part thereof, except as herein provided or should the work under this contract or any portion thereof be abandoned by Kitchissippi Productions, the Consortium may terminate the contract.

18. Assignment of Contract

This agreement and any extensions shall not be assigned, sub-contracted or let out in whole or in part without prior written consent of the Consortium.

19. Notices

- a) Any notice required or permitted to be given shall be sufficiently given if delivered to Kitchissippi Productions personally or if mailed by registered mail to Kitchissippi Productions' address last known to the Consortium.
- b) Any notice required or permitted to be given to the Consortium shall be sufficiently given if delivered to the office of the City of Pembroke on behalf of the Consortium, or if mailed by registered mail to the Consortium at 1 Pembroke Street East, Pembroke, Ontario, K8A 3J5, or if delivered via facsimile at 613-735-3660, or if emailed to the Consortium.
- c) Any notice given by registered mail shall be deemed to have been given five (5) days after mailing.

20. Headings

The headings utilized in this agreement are for convenience only and are not to be construed in any way as additions or limitations of the covenants and agreements contained in this Agreement.

21. Governing Law

This agreement shall be governed by and construed in accordance with the laws of the Province of Ontario.

In Witness Whereof the parties hereto have set their hands and seals on the date and year first above written.

Signed, Sealed, and Delivered

in the presence of

The Corporation of the City of Pembroke

Per: _____
Ron Gervais, Mayor

Per: _____
David Unrau, CAO
We have the authority to bind the Corporation.

The Corporation of the Township of Laurentian Valley

Per: _____
Steve Bennett, Mayor

Per: _____
Dean Sauriol, CAO
We have the authority to bind the Corporation.

The Corporation of the Town of Petawawa

Per: _____
Gary Serviss, Mayor

Per: _____
Scott Randolph, CAO
We have the authority to bind the Corporation.

Kitchissippi Productions Inc.

Per: _____
Dorian Pearce, Owner/Creative Director
I have the authority to bind the Corporation.



Committee Report

To: Councillor Ed Jacyno, Chair
Planning and Development Committee

From: Heather Sutherland
Economic Development & Communications Officer

Date: 2024-12-03

Re: **CIP Request for 205-219 Pembroke Street West**

Recommendation:

The Community Improvement Panel recommends that \$13,519.82 is granted to Matt Bimm, owner of 205-219 Pembroke St. W., for the Community Improvement Plan Downtown Heritage Façade Improvement Grant.

CAO Review:

The report has been reviewed and I concur with the information and recommendation.

David Unrau, Chief Administrative Officer

Financial Comment:

According to the application's low quotes, \$14,719.82 plus HST was spent on the façade improvements at entrance 1 at 205-219 Pembroke St. W. \$8,519.82 plus HST was spent on entrances 2 and 3 each. Based on the Downtown Heritage Façade Improvement Grant guidelines, 50% of the work can be reimbursed up to a maximum of \$5,000 per entrance. Therefore, this applicant is eligible for \$5,000 for entrance 1, and \$4,259.91 for entrances 2 and 3 each under the Downtown Heritage Façade Improvement Grant.

In total, this applicant is eligible for \$13,519.82 under the Community Improvement Plan.

This expenditure is covered within the 2024 Community Improvement Plan budget. There is currently \$47,707.94 remaining in the budget.



Background:

On November 21, 2024, a Community Improvement Panel meeting was held where three of the four members were present. One application was reviewed from Matt Bimm, owner of 205-219 Pembroke St. W. The application was for the Downtown Heritage Façade Improvement Grant and Accessibility Grant. The applicant repaired the exterior brick as required, painted the exterior, and removed and replaced the soffit and fascia. He also installed new windows, and created a new front entrance for the unit at 205 Pembroke St. W.

The Downtown Heritage Façade Improvement Grant applies to properties within the Pembroke Business Improvement Area boundaries. It is intended for the improvement to front or exterior facades that front onto a public street for commercial, mixed-use or industrial properties. This grant is intended to encourage aesthetic improvements to buildings and properties and support continued maintenance and upkeep of the building stock with a heritage design element.

The Accessibility Grant is intended to improve the accessibility to existing buildings in accordance with the Accessibility for Ontarians with Disabilities Act. Eligible costs include the installation of new automatic doors, wheelchair access ramps, widening of doorways and/or levelling and repairing a pathway. Though the applicant did create a new entrance at the 205 Pembroke St. W. address, this application did not meet any requirements of the Accessibility Grant and was not considered for that program.

According to the Community Improvement Plan requirements, the subject property shall not be in arrears of any municipal taxes, area rates, or other charges, nor have any outstanding work orders from the Fire Department or Building Department. The Fire and Building departments reported no outstanding work orders, and the Treasury Department reported no arrears.

The Community Improvement Plan requirements also stipulate an application for a grant must be submitted to the City prior to the commencement of any works to which the grant applies and prior to an application for a building permit. The work for this application was completed during the summer of 2024 and the application was received in October 2024.

Discussion:

At the panel meeting, prior to the presentation of the application report, the panel discussed if the application should be reviewed as it does not meet all the general requirements of the Community Improvement Plan program.

The members present agreed unanimously it should be considered due to the fact:

1. The panel hasn't received an application since early January of this year.



2. The budget for the program for 2024 still has more than \$47,000 remaining.
3. It is a local investor.
4. The improvements to these properties will benefit the City through increased value and assessment based on the improvements.

The panel further noted as this work has already been completed and it was going to consider the application, that it would consider reviewing applications within six months of the quotes for work if the project was complete.

The panel voted unanimously to recommend the application for approval as it met all the program's requirements outside of the timing. It also noted it liked how all the quotes were provided by local contractors.

Strategic Plan Impact:

The application satisfies the continuation of current economic development and growth programs.

Attachments:

1. Before and after photos of the work completed.

Respectfully submitted,

Heather Sutherland
Economic Development & Communications Officer

Dave Unrau
Chief Administrative Officer/Clerk









Committee Report

To: Councillor Ed Jacyno
Planning and Development Committee

From: Colleen Sauriol, Director
Planning, Building & By-law Enforcement Department

Date: 2024-12-03

Subject: **Transfer of Land from 1811435 Ontario Inc. to the City of Pembroke**

Recommendation:

Staff recommends the transfer of a piece of land from 1811435 Ontario Inc. to the City of Pembroke for the purposes of establishing a standard roadway width from the TMM Subdivision to Bell Street.

CAO Review:

I concur with the report and recommendations.

David Unrau, Chief Administrative Officer

Financial Comment:

There will only be legal costs required for the transfer of the land to the City's ownership. There will be no costs to purchase the property.

Background:

The Township of Laurentian Valley has been approached by a developer to establish a subdivision behind Walmart and Canadian Tire. Phase 1 of the proposed plan of subdivision would create 156 residential units consisting of 55 single detached lots, 34 semi-detached units, 34 townhouse units and 33 townhouse condominium units that will front on new municipal roads that will connect with Bell Street and Angus Campbell Drive. Two blocks, one for parkland and the other for a parkette are proposed, as well as a stormwater management block. A key map illustrating the location of Phase 1 of the subdivision is attached.



Discussion:

City staff have been in discussions with the staff of the Township of Laurentian Valley regarding this proposed phase of the subdivision. One of the main City concerns is regarding access to the subdivision. The original plan called for access for Phase 1 from Angus Campbell Drive, Bell Street and Matheson Drive. Access to subsequent phases will be from Robinson Road.

After reviewing the City's concern about access from Matheson Drive, the developers decided that Matheson Drive would not be opened to permit vehicular access into the subdivision and that it become a pedestrian/cyclist connection only.

The second means of access to and from the subdivision will be via Bell Street. This intersection had to be redesigned to also include traffic from the proposed Lapointe Subdivision which is located within the City of Pembroke's boundaries. As part of this redesign, a small triangular piece of land owned by 1811435 Ontario Inc. (James Lapointe) is required to be transferred to the City to ensure the proposed roadway meets the standard width requirements (roadway alignment sketch attached). The triangular parcel that is part of the Lapointe subdivision is to be transferred to the City and this transfer is a condition of draft approval for this subdivision (attached Reference Plan 49R-20780). This parcel is required to permit the alignment of Street K in the TMM Subdivision to access Bell Street. The draft plan has been revised to formalize the future connection from the Lapointe Subdivision to Street K on the TMM lands as per discussions between TMM and Lapointe. This triangular piece of land would become part of a roadway agreement between the City and the Township. According to the Director of Operations, it is beneficial for this piece to be transferred to the City then the City can enter into roadway agreement with the Township of Laurentian Valley regarding future development and maintenance issues of this road.

Alternatives Considered:

The developer's consultants reviewed various options to gain access to Bell Street. The most viable and economical option was to connect the Lapointe Subdivision to Street K on the TMM lands to access Bell Street. This way the existing hydro poles located on the east side of Mr. Lapointe's property would not have to be relocated.

Strategic Plan Impact:

This issue meets the intent of the Strategic Plan's Vision to develop and maintain excellent partnerships with other municipalities in this case the Township of Laurentian Valley. City staff have been meeting with Township staff and they are aware and in favour of this recommendation to transfer this land for roadway purposes.

Attachments:

Key Map which illustrates Phase 1 of the TMM Subdivision



Roadway Alignment Sketch

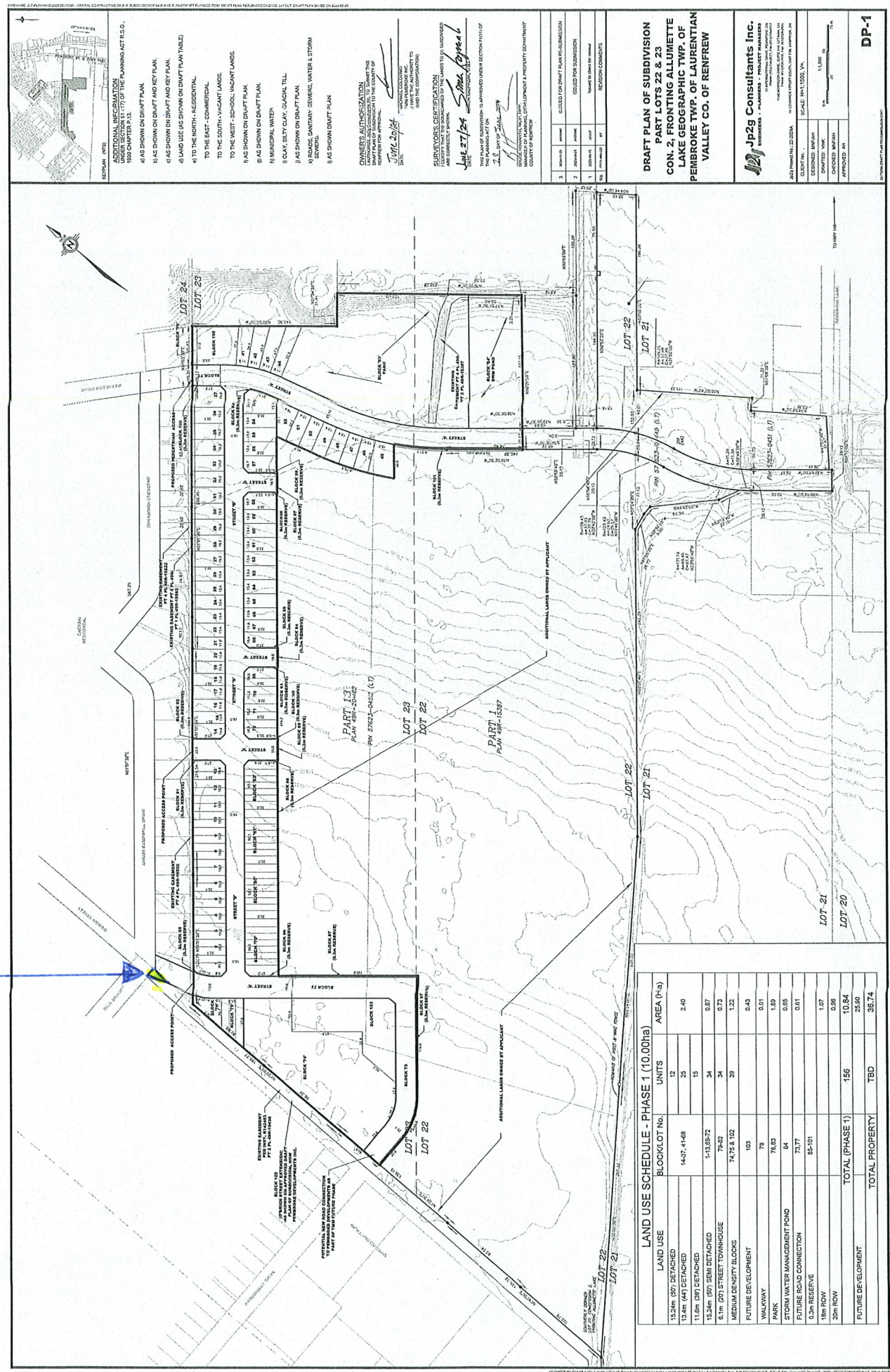
Reference Plan 49R-20780 which illustrates the triangular piece of land

Respectfully submitted,

Colleen Sauriol, Director
Planning, Building & By-law Enforcement Department

David Unrau
Chief Administrative Officer

Location of Triangular Piece of Land to be Transferred to the City of Pembroke



LAND USE SCHEDULE - PHASE 1 (10.00ha)

LAND USE	BLOCK/LOT No.	UNITS	AREA (H-a)
13.54m (60) DETACHED	14-27, 44-48	35	2.40
13.41m (40) DETACHED		15	0.87
11.6m (20) DETACHED	1-13, 69-72	34	0.73
13.54m (60) SEMI DETACHED	79-82	39	1.22
6.1m (20) STREET TOWNHOUSE	74, 75 & 102	0.43	0.01
MEDIUM DENSITY BLOCKS	103	0.43	0.01
FUTURE DEVELOPMENT	78	0.01	0.00
WALKWAY	76, 83	1.89	0.05
PARK	84	0.05	0.01
STORM WATER MANAGEMENT POND	73, 77	0.01	0.07
FUTURE ROAD CONNECTION	85-101	1.07	0.00
0.5m RESERVE		0.00	0.00
16m ROW		155	10.84
20m ROW		25.69	25.69
FUTURE DEVELOPMENT	TOTAL (PHASE 1)	155	10.84
	TOTAL PROPERTY	TBD	36.74

DRAFT PLAN OF SUBDIVISION
PART LOTS 22 & 23
CON. 2, FRONTING ALLUMETTE
LAKE GEOGRAPHIC TWP. OF
PEMBROKE TWP. OF LAURENTIAN
VALLEY CO. OF RENFREW

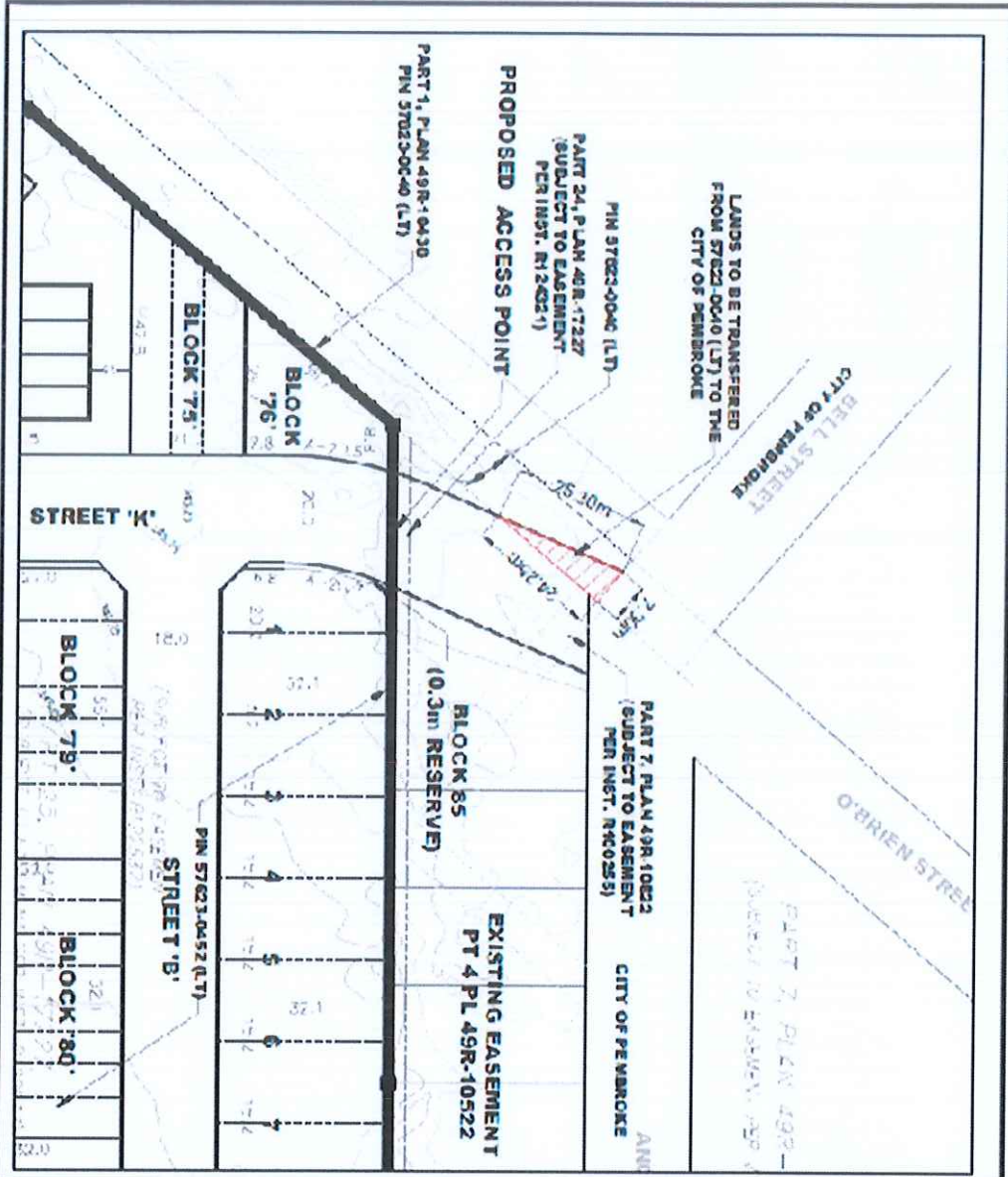
Jp2g Consultants Inc.
 ENGINEERS - PLANNERS - PROJECT MANAGERS

2425 PINEVIEW RD. SUITE 202
 WILLOWDALE, ONTARIO M2H 3K4
 TEL: (416) 491-1100
 FAX: (416) 491-1101
 WWW.JP2G.COM

CLIENT: THE CITY OF PEMBROKE
 PROJECT: DRAFT PLAN OF SUBDIVISION
 SCALE: 1:1,000 (L.D.)

DESIGNED: [Signature]
 CHECKED: [Signature]
 APPROVED: [Signature]

DP-1



TMM PEMBROKE INC.
SUBDIVISION

ROAD ACCESS CPT ONS BETWEEN TMM & PEMBROKE DEVELOPMENT LANDS

LAND TRANSFER



DATE: 14/11/2020

1. APPROVING AUTHORITY
2. REGISTERED SURVEYOR
3. PROFESSIONAL ENGINEER
4. PROFESSIONAL LANDSCAPE ARCHITECT

DESIGNED BY	DATE: 14/11/2020
DRAWN BY	
CHECKED BY	
APPROVED BY	



LT-1

SHEET: SIXTY-NINE (69) OF SEVENTY (70)



Committee Report

To: Councillor Ed Jacyno
Planning and Development Committee

From: Colleen Sauriol, Director
Planning, Building & By-law Enforcement Department

Date: 2024-12-03

Subject: **Amendment to the Fees and Services By-law to include Vacant Building Registry**

Recommendation:

For more effective monitoring and protection of all vacant-derelict buildings in the City, Council has approved By-law 2024-63 and now staff is recommending an amendment to the Fees and Services By-law to include a registration fee along with an annual fee if the building remains vacant.

A by-law amending the Fees and Service Charges By-law will be before Council at its meeting of December 17, 2024.

CAO Review:

I concur with the recommendations.

David Unrau, Chief Administrative Officer

Financial Comment:

If a building is identified has vacant for more than 30 days, the property owner will have to register the building with the City. The registration fee will be \$350 and if the building continues to be vacant after a year, an annual fee of \$800 will be charged to cover staff inspection costs. These fees must be added to the City's Fees and Service Charges By-law.

Background:

At the November 19, 2024 Council meeting, Council approved By-law 2024-63, being a by-law to regulate vacant buildings within the City of Pembroke. As part of the requirements for this by-law, the file was sent to the Ministry of the Attorney General for approval of the short-



form wording. Also the registration fee and annual fee for vacant buildings must also be approved by Council through the Fees and Services By-law.

Discussion:

The Vacant Building Registry By-law has put in place a comprehensive and consistent process for monitoring vacant buildings to protect them against continued deterioration. The Vacant Building Registry By-law also acts a means of discouraging building owners from allowing their buildings to remain vacant for extended periods of time. The intent is to contribute positively to neighbourhood renewal by discouraging vacant buildings to remain inactive for extended periods of time, and ensuring vacant buildings are brought to habitable standards prior to occupancy.

For more effective monitoring and protection of all vacant buildings in the City, the by-law includes the following requirements for any building which has been vacant for 30 days:

- Every owner of a vacant building shall be required to register their vacant building;
- Every owner shall pay a one-time \$350 administrative fee;
- Every owner shall pay an annual \$800 fee to cover the costs of staff time and resources, if the building remains vacant;
- Every owner shall provide updated contact information annually;
- The owner or a designate shall monitor the vacant buildings twice a month or more frequently as required by the City; and
- Every owner shall submit reports with respect to the condition of the vacant-derelict buildings as required by the City.

As part of the above requirements, the City's Fees and Services By-law must be amended to include the vacant building administrative fee of \$350 along with an annual fee of \$800 should the building remain vacant.

Alternatives Considered:

Not applicable

Strategic Plan Impact:

Promotes investments to attract, retain and grow the economy of the City.

Attachments:

None

Respectfully submitted,



Colleen Sauriol, Director
Planning, Building & By-law Enforcement Department

David Unrau
Chief Administrative Officer