



# Agenda

## Council Meeting

Tuesday, December 17, 2024  
Council Chambers  
Following Operations Committee

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

1. **Call to Order**
2. **Opening Prayer/Reflection**
3. **Disclosure of Pecuniary Interest & General Nature Thereof**
4. **Minutes**
  - i. Approve minutes from Council
    - a. Regular Meeting of Council – December 3, 2024
    - b. Special Meeting of Council – December 3, 2024
  - ii. Adopt minutes from Committees
    - a. Parks and Recreation Committee – October 15, 2024
    - b. Operations Committee – November 19
  - iii. Receive minutes from Local Boards
    - Ottawa Valley Waste Management Board – October 24, 2024
5. **Committee Reports**
  - a. Operations Committee – adopt by-law 2024-71 – Festival Hall Management Agreement
  - b. Operations Committee – adopt by-law 2024-72 – Repeal and Replacement of Municipal Accommodation Tax by-law
6. **By-laws**
  - a. 2024-65 Official Plan Amendment for 1127 Pembroke Street West
  - b. 2024-66 Zoning By-law Amendment for 1127 Pembroke Street West
  - c. 2024-67 Re-Zoning By-law Amendment for 362 Miller Street
  - d. 2024-68 Lapointe Transfer of Land to the City of Pembroke
  - e. 2024-69 Amendment to Fees and Services By-law
  - f. 2024-70 Alternative Voting and Tabulators By-Law
  - g. 2024-71 Festival Hall Management Agreement
  - h. 2024-72 Repeal and Replace Municipal Accommodation Tax By-Law

- 7. Motions**
- 8. Mayor's Report**
- 9. Notices of Motion**
- 10. Councillor Updates**
- 11. Closed Session**
- 12. Business Arising from the Closed Session**
- 13. Confirming By-law**
  - Confirming By-law 30-2024
- 14. Adjournment**

# City of Pembroke Council Meeting

Council Chambers  
Pembroke, Ontario  
December 3, 2024  
8:39 p.m.

## 1. Call to Order

### Present:

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

### Regrets:

Councillor Purcell

### Also Present:

David Unrau, Chief Administrative Officer  
Victoria Charbonneau, Municipal Clerk

Mayor Gervais called the regular meeting of Council to order at 8:39 p.m.

## 2. Opening Prayer/Reflection

## 3. Disclosure of Pecuniary Interest & General Nature Thereof

There were no disclosures of pecuniary interest declared.

## 4. Minutes

### i. Approve minutes from Council

#### a. Regular Meeting of Council – November 19, 2024

#### Motion:

Moved by Councillor Plummer

Seconded by Councillor Jacyno

That the minutes of the Regular Meeting of Council of November 19, 2024, be approved as circulated.

#### Carried

### ii. Adopt minutes from Committees

#### a. Planning and Development Committee Meeting – November 5, 2024

#### Motion:

Moved by Councillor Jacyno

Seconded by Councillor Plummer

That the minutes of the Planning and Development Committee meeting held on November 5, 2024, be adopted as circulated.

#### Carried

#### b. Finance and Administration Committee Meeting – November 5, 2024

**Motion:**

Moved by Deputy Mayor Abdallah

Seconded by Councillor Plummer

That the minutes of the Finance and Administration Committee meeting held on November 5, 2024, be adopted as circulated.

**Carried**

## c. Striking Committee Meeting – November 5, 2024

**Motion:**

Moved by Councillor Plummer

Seconded by Councillor Lafreniere

That the minutes of the Striking Committee meeting held on November 5, 2024, be adopted as circulated.

**Carried**

## iii. Receive minutes from Local Boards

## a. Pembroke Public Library Board – October 17, 2024

**Motion:**

Moved by Deputy Mayor Abdallah

Seconded by Councillor Plummer

That the minutes from the Pembroke Public Library Board of October 17, 2024, be received as circulated.

**Carried****5. Staff and Committee Reports**

## a. Striking Committee – Membership Appointments to the Pembroke Public Library Board and the Ottawa Valley Waste Management Board Public Liaison Committee

## Motion

Moved by Deputy Mayor Abdallah

Seconded by Councillor Plummer

That Bethea Summers be appointed to the Pembroke Public Library Board until the end of the current term of Council ending November 14, 2026; and that Dan Callahan be appointed to the Ottawa Valley Waste Management Public Liaison Committee until the end of the current term of Council ending November 14, 2026.

Carried

**6. By-laws****7. Motions**

## a. Resolution 2024-037 2025 O.P.P. Billing Increases

The motion was not required. Shortly before the Council meeting staff received an update from the Province on the O.P.P Billing increases. The update included a number of issues outlined in the motion have been addressed by the province in a positive way, including a decrease in overall billing that will not result in as great of an impact on the City's budget.

## b. Resolution 2024-035 Making Illegal the Littering of Drug Paraphernalia on Private Property

**WHEREAS** residents of the City of Pembroke have experienced significant increases in drug crimes and drug-related crimes throughout the City of Pembroke, including increases in the frequency and severity of such crimes;

**AND WHEREAS** local businesses, and particularly those in the downtown core, have been directly impacted by the higher incidences of drug crimes and drug-related crimes that increase business losses and expenses and decrease foot traffic and the belief that certain parts of the City of Pembroke are safe and welcoming;

**AND WHEREAS** residents of, and private properties within, the City of Pembroke have had to endure ongoing harassment and nuisances caused by illegal and toxic drug users, drug trafficking and drug houses, including exposure to toxic drugs and drug paraphernalia;

**AND WHEREAS** increased law enforcement efforts are needed to focus on those individuals and criminal organizations that illegally traffic and sell controlled substances and profit off of their drug using victims;

**AND WHEREAS** all levels of government share in the responsibility to combat illegal and toxic drug use including the federal government's jurisdiction over criminal law and controlled substances, the provincial government's jurisdiction over health care and property regulation, and the municipal government's role in by-law enforcement and the provision of local services including policing and social services;

**AND WHEREAS** subsection 10(2) of the *Municipal Act, 2001*, provides broad jurisdiction to single-tier municipalities in matters relating to:

1. the economic, social and environmental well-being of the municipality,
2. the health, safety and well-being of persons, and
3. the protection of persons and property;

**AND WHEREAS** section 127 of the *Municipal Act, 2001*, provides that a local municipality may prohibit the depositing of refuse or debris on land without the consent of the owner or occupant of the land and may define "refuse" for the purpose of this section;

**AND WHEREAS** subsection 128(1) of the *Municipal Act, 2001*, provides that a local municipality may prohibit and regulate with respect to public nuisances, including matters that, in the opinion of council, are or could become or cause public nuisances;

**AND WHEREAS** one of the highest priorities of any municipality must be the safety and security of its residents;

**NOW THEREFORE IT IS MOVED** that the City of Pembroke, its elected officials and staff carry out the following actions on behalf of the municipality:

1. That the City of Pembroke specifically pass a new by-law, or amend an existing relevant by-law, that makes the littering, disposing or depositing of drugs, drug residue or drug

paraphernalia on private property without the consent of the property owner against the law;  
and

2. That a copy of this Motion be posted on the City of Pembroke's website.

**Carried**

Discussion on the proposed resolution included the following highlights:

- Meant to serve as an extension of the Safe Streets Act, but for private residences.
- The motion is to provide direction to staff to come back with report and By-Law and/or amendment(s) to existing By-Law to incorporate the principles outlined in the resolution

**8. Mayor's Report**

Mayor Gervais provided an update on the community functions he attended on behalf of Council including (but not limited to):

November 20

- Kiwanis Food and Toy Drive at the Pembroke Mall. Provided kudos to the community for coming together and show support for the very worthy cause.

November 22

- Attendance at the grand opening of the Christkrindle Market, with colleagues from the Federal and Provincial Government and Township of Laurentian Valley at the Germania Hall. The event was very well attended.
- Attendance at the Coldest Night of the Year event. It was noted that there are many individuals in need of help in our community and as a community Pembroke is doing its best to work through collaborative partnerships to address many challenging issues. In working with the County MESA program, the Renfrew County District Health

November 27

- Attendance at Harmony Hues Studio grand opening.

November 28

- Algonquin College Speaker Series talk, North of Nowhere, Song and Truth put on by Marie Wilson, one of the Truth and Reconciliation Commissioners.

November 30

- Attendance at the Santa Claus parade. The event saw record high float entries and was extremely well done. Congratulations was extended to City Staff, volunteers and participants.

A note was made that Mayor Gervais is happy with the advocacy regarding the increased O.P.P costs situation. A call was received from the MPP informing the Mayor that the government had looked at the situation again and was going to reissue a reduced account for policing. Thanks was extended to the MPP for always listening to municipalities and for meeting with the Mayor and CAO in person to hear their concerns.

**9. Notices of Motion**

**10. Councillor Updates**

Deputy Mayor Abdallah

- Festival Hall updates and new incoming new management
- Santa Clause Parade was a great success and thank you to the community for a fantastic parade
- Calvin United Church Choir, well attended event and thank you

Councillor Kuehl

- November 24, Knights of Columbus Craft Show, well attended and run event
- Germania Hall Christmas Market, very full and successful event
- Santa Claus parade attendance, kudos to organizers, participants and attendees
- Festival Hall Update – a listed event updates
- Deck the Halls Christmas lights competition with neighbouring municipalities, more information can be found on the City of Pembroke website.
- Announcement of new management of Festival Hall, looking forward to seeing all of the innovative elements within the proposal come to life as time unfolds

Councillor Plummer

- Christmas Marlet at the Germania Hall, the event was well attended and very successful
- Christmas Parade well attended and floats were very original with 96 floats breaking a City record for number of floats in one year

**11. Closed Session**

**12. Business Arising from Closed Session**

**13. Confirming By-law**

- Confirming By-law 29-2024

**Motion:**

Moved by Councillor Lafreniere

Seconded by Councillor Kuehl

That By-law 29-2024 to confirm the proceedings of the Regular Meeting of Council of December 3, 2024, be adopted and passed; and

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

**Carried**

**14. Adjournment**

**Motion:**

Moved by Councillor Kuehl

Seconded by Deputy Mayor Abdallah

That the December 3, 2024, regular meeting of Council adjourn at 9:06 p.m.

**Carried**

Ron Gervais  
Mayor

Victoria Charbonneau  
Municipal Clerk



# City of Pembroke Special Council Meeting

Council Chambers  
Pembroke, Ontario  
December 3, 2024  
5:00 p.m.

## 1. Land Acknowledgement

## 2. Call to Order

### Present:

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

### Regrets:

Councillor Purcell

### Also Present:

David Unrau, Chief Administrative Officer/Deputy Clerk  
Victoria Charbonneau, Municipal Clerk

Mayor Gervais called the regular meeting of Council to order at 5:04 p.m.

## 3. Opening Prayer or Reflection

## 4. Disclosure of Pecuniary Interest & General Nature Thereof

There were no disclosures of pecuniary interest declared.

## 5. Closed Session 5:04 p.m.

### Motion:

Moved by Councillor Plummer  
Seconded by Councillor Jacyno

- a. Litigation or potential litigation, including matters before administrative tribunals, affecting the municipality or board as per Section 239(2)(e) of the Municipal Act, related to 273 Victoria Street

### Carried

## 6. Business Arising from Closed Session 5:37 p.m.

Mayor Gervais indicated that a Council in Caucus meeting was held. Staff was given direction. There were no pecuniary interests declared.

## 7. Confirming By-law

- Confirming By-law 28-2024

### Motion:

Moved by Councillor Jacyno  
Seconded by Councillor Plummer

That By-law 28-2024 to confirm the proceedings of the Special Meeting of Council of December 3, 2024, be adopted and passed; and  
Further That the said By-law be signed by the Mayor and Clerk and sealed with the seal of the Corporation.

**Carried**

**8. Adjournment**

**Motion:**

Moved by Deputy Mayor Abdallah

Seconded by Councillor Kuehl

That the December 3, 2024, Special Meeting of Council adjourn at 5:38 p.m.

**Carried**

Ron Gervais  
Mayor

Victoria Charbonneau  
Municipal Clerk

# Draft Parks and Recreation Committee Meeting Minutes

Council Chambers  
Pembroke, Ontario  
October 15, 2024  
6:05 p.m.

Note: Due to technical difficulties, the meeting was recorded only. The livestream connection for the YouTube platform was unavailable from approximately 6:05 p.m. – 6:20 p.m. At 6:20 p.m. the livestreaming capability was restored.

## 1. Land Acknowledgement

## 2. Call to Order

### Present:

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

### Also Present:

David Unrau, Chief Administrative Officer  
Victoria Charbonneau, Municipal Clerk  
Jordan Durocher, Director of Parks and Recreation

The Chair called the meeting to order at 6:05 p.m.

## 3. Disclosure of Pecuniary Interest and General Nature Thereof

There were no declarations of pecuniary interests disclosed.

## 4. Approval/Amendment of Meeting Agenda

### Motion:

Moved by Deputy Mayor Abdallah  
Seconded by Councillor Plummer  
That the agenda of the Parks & Recreation Committee meeting of October 15, 2024, be approved as amended.

### Carried

## 5. Approval of Minutes

- Parks & Recreation Committee – September 17, 2024

### Motion:

Moved by Councillor Purcell  
Seconded by Councillor Plummer  
That the minutes of the Parks & Recreation Committee meeting of September 17, 2024, be approved.

**Carried****6. Business Arising from Minutes**

There was no business arising from the minutes.

**7. Presentations/Delegations****a. Pembroke Pickleball Presentation Introduction**

Mr. Durocher introduced Sandra Keon and Donna Stokell, members of the Pembroke Pickleball Club were in attendance to make a presentation to Committee regarding the Pembroke Pickleball Club.

**8. New Business****a. Integrity Commissioner Contract Extension**

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

- The absence of an annual report from the Integrity Commissioner and some potential conflicting information within the current Code were noted
- Additional comments regarding the process for Code of Conduct complaints and need for consistency across the province were made
- Clarification was made regarding timeline of a new code of conduct by the CAO. Should committee direct staff to enter into the bid process to obtain Integrity Commissioner services, a code of conduct would be drafted under the Integrity Commissioner for Council approval.

**Motion:**

Moved by Councillor Purcell

Seconded by Deputy Mayor Abdallah

That the Committee recommend Council to direct staff to go out for competitive bid for Integrity Commissioner Services

Furthermore, that Council direct staff to work with newly appointed Integrity Commissioner to draft a revised Code of Conduct that focuses on matters provided under the Municipal Act, egregious behaviours on parts of Council and Committee while respecting the taxpayer and to prevent the use of code of conduct to be used as a political weapon.

Councillor Jacyno called for a recorded vote.

Yea: Deputy Mayor Abdallah, Councillors, Kuehl, Plummer, Purcell

Nea: Councillors: Jacyno, Lafreniere, Mayor Gervais

**Carried 4:3**

**9. Adjournment****Motion:**

Moved by Deputy Mayor Abdallah

Seconded by Councillor Purcell

That the October 15, 2024, meeting of the Parks & Recreation Committee adjourn at 6:55 p.m.

**Carried**

# Draft Operations Committee Meeting

Council Chambers  
Pembroke, Ontario  
November 19, 2024  
6:00 p.m.

## 1. Call to Order

### Present:

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

### Regrets:

### Also Present:

David Unrau, Chief Administrative Officer/Deputy Clerk  
Victoria Charbonneau, Municipal Clerk  
Marielle McLaughlin, Manager of Operations  
Brian Lewis, Director of Operations

## 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 Purcell

That the agenda of the Operations Committee meeting of November 19, 2024, be approved as circulated.

### Carried

## 4. Approval of Minutes

### Motion:

Moved by Councillor Kuehl  
Seconded by Deputy Mayor Abdallah

That the agenda of the Operations Committee meeting of September 17, 2024, be approved as circulated.

### Carried

## 5. Business Arising from Minutes

There was no business arising from minutes.

**6. Presentations/Delegations****a. Partners for Climate Protection – Milestone 2 Presentation**

Ms. McLaughlin introduced Arpa Barua and Linda Lattner from WSP, the consultants that completed Milestones 1 and 2, who were in attendance to provide Committee with a presentation on the City's emission reduction measures. The following points were raised:

- Questions regarding the targets on page 11 of the reports and why they appear to be not as strong (behind) as comparators. Arpa responded saying that the targets from the comparable cities started the program earlier in the program than the City of Pembroke.
- Questions about the comparable cities (e.g. Midland ). Answer included that the City of Midland is more community focused than corporate focused. The Pembroke plan is more focused on reducing corporate emissions.
- Importance on collaboration with community stakeholders and including them in action plan.

**7. New Business****a. Bulk Water and Septage Receiving Depot – Tender No. 23-1067A**

Mr. Lewis presented the report. The following points from the report were highlighted:

- Concerns regarding drawing from the water/wastewater reserves and how to keep reserve balances healthy were expressed.
- It was stated that the process for septage on the lift station is hard on the processing equipment. Should the current process continue without a septage receiving depot, there is anticipated repairs on the equipment that will be required within 3-5 years at an approximate cost of \$500,000.
- Questions regarding residual costs extenuating from the project (pressure on water treatment system and extra staff hired to operate the facility). Answers included that the facility will be unmanned, and users are provided with a fob access to utilize. Additionally, it was highlighted that the City is currently offering the services of bulk water sales and septage receiving. This project will be an upgrade to the infrastructure, increase capacities and generate more revenue.

**Direction:** That staff prepare a report for 2024 on estimates and overages for capital projects

**Motion:**

Moved by Mayor Gervais

Seconded by Deputy Mayor Abdallah

That the City of Pembroke Operations Committee approve the award of Bulk Water and Septage Receiving Station Tender No. 23-1067A to 902474 Ontario Limited O/A Do-All Construction Ltd. for \$1,291,396.00 plus HST, (as the lowest responsive bidder);

And that, additional expenditures of \$50,000.00 for contingency be approved, bringing the total project cost to \$1,341,396.00 plus HST;

Furthermore, that the budget shortfall of \$443,170.62 be funded through the 2025 Capital Budget.

**Carried**

a. 2023 DWQMS Management Review Report

Mr. Lewis presented the report.

**Motion:**

Moved by Councillor Jacyno

Seconded by Deputy Mayor Abdallah

That the City of Pembroke Operations Committee accept the DWQMS Management Review Report for 2023; and

Furthermore, that the Mayor and Chair of the Operations Committee sign and approve as indicated.

**Carried**

b. **Adjournment**

**Motion:**

Moved by Deputy Mayor Abdallah

Seconded by Councillor Kuehl

That the Operations Committee meeting of November 19, 2024, adjourn at 6:56 p.m.

**Carried**



## Ottawa Valley Waste Management Board Minutes October 24, 2024

A meeting of the above Board was held at 4:30 p.m. on the above date, with the following persons in attendance:

### **Ottawa Valley Waste Management Board:**

Steve Bennett, Chairperson, Township of Laurentian Valley  
Andrew Plummer, Vice-Chairperson, City of Pembroke  
Murray Rutz, Member, Town of Petawawa

### **Ottawa Valley Waste Recovery Centre:**

Laurie Benjamin, General Manager  
Elizabeth Graham, Communications and Special Waste Supervisor  
Ron McMillan, Operations Supervisor

### **Regrets:**

James Brose, Member, Township of North Algona Wilberforce

Chairperson Steve Bennett, called the meeting to order at 4:35 p.m.

### **Quorum**

The attendance of at least two-thirds of the members of the Board representing the parties hereto shall constitute a quorum at the Board meeting. A quorum is in attendance for today's meeting.

### **Votes**

For today's meeting the total number of votes is 11, all matters coming before the Board for approval or consideration shall be decided by a majority vote of greater than 50% of the total votes taken regarding any matter before the Board for decision where such majority vote represents a majority vote of greater than 50% of the parties voting.

### **1. Approval of October 24, 2024 Meeting Agenda**

**Moved by:** Andrew Plummer

**Seconded by:** Murray Rutz

That the October 24, 2024 agenda be approved as presented.

**Carried**

### **2. Declaration of Pecuniary Interest**

None.

### **3. Approval of April 25, 2024 Meeting Minutes**

**Moved by:** Murray Rutz

**Seconded by:** Andrew Plummer

That the Minutes of April 25, 2024 meeting be adopted as presented.



Carried

**4. Quarterly Tonnage Reports**

This report was presented for information purposes only.

**5. Quarterly Financial Reports (Report 24-A-11)**

This report was presented for information purposes only.

**6. Resolutions**

**a. Fuel RFP**

A resolution was passed:

**Resolution**

**That:**

The Board authorize the fuel RFP award to the low acceptable bidder, W.O. Stinson for the supply and delivery of Regular Gas, Clear and Coloured Diesel for a three-year period commencing September 1, 2024 for the following amounts:

Regular Gas - W.O. Stinson: -\$0.051- Petro Canada Ottawa Rack

Clear Diesel - W.O. Stinson: -\$0.051 - Petro Canada Ottawa Rack

Coloured Diesel – W.O. Stinson: -\$0.051 - Petro Canada Ottawa Rack

**Moved by:** Murray Rutz

**Seconded by:** James Brose

**Carried**

**b. Leachate Treatment Repairs**

A resolution was passed:

**Resolution**

**That:**

The Board approve the leachate treatment system repairs to cell 1 which include:

- Labour and supplies provided by Aqua Tech Systems in the amount of \$46,000.
- 600 cubic yards of pea stone at a cost of approximately \$35,000 (per cubic yard price from original April 2024 pea stone RFP held).

**Moved by:** Murray Rutz

**Seconded by:** James Brose

**Carried**

**7. Corporate Policy L-06, Accounts Receivable**

A resolution was passed:

**Resolution**

**That:**

The Board approve Corporate Policy L-06 Accounts Receivable.

**Moved by:** Murray Rutz

**Seconded by:** Andrew Plummer

**Carried**

**8. Blue Box Transition**

**8a. Emterra (Verbal)**

Staff provided an update on blue box transition and the Emterra lease at OVWRC.

**8b. Depot (OVWRC Public Drop-off) Collection (Verbal)**

A resolution was passed:

**Resolution**

**That:**

The Board authorize staff to enter into a Depot Collections agreement and a Promotion & Education agreement with Circular Materials for the period of March 28, 2025 until December 31, 2025 for the operation of the Public Drop Off recycling bins, pending approval from the insurance company.

**Moved by:** Andrew Plummer

**Seconded by:** Murray Rutz

**Carried**

**8c. Promotion & Education – Agreement with CMO (Report 24-A-13)**

A resolution was passed:

**Resolution**

**That:**

The Board authorize staff to enter into a Promotion & Education agreement with Circular Materials for the period of March 28, 2025 until December 31, 2025 for the recycling portion of the curbside collection calendar and the Centre's on-line search tool.

**Moved by:** Andrew Plummer

**Seconded by:** Murray Rutz

**Carried**

**9. Household Hazardous Waste (Report 24-A-13)**

This report was provided for information purposes only.

**10. Landfill Expansion & Leachate Treatment System Update (Verbal)**

**a. Landfill Operations Update**

Staff provided an update on current landfill operations.

**b. Leachate Treatment Repairs**

Staff provided an update on the recently completed leachate treatment system repairs.

**c. Irrigation System**

Staff provided an update on the irrigation system used on the poplar trees.

**d. Landfill Contingency Plan**

Staff provided an update on the landfill contingency plan.

**11. Information Items**

a. Joint Municipal Group Media Release, Large Item Collection, May 13, 2024

b. PLC Meeting Minutes, July 4, 2024 – It was noted that William Halkett has stepped down from the Public Liaison Committee. City of Pembroke will form a Striking Committee to appoint a new member.

c. MOECP Annual Inspection Report, August 24, 2024

d. Joint Municipal Group Media Release, Large Item Collection, August 26, 2024

e. PLC Meeting Minutes, September 26, 2024

**12. Next Meeting**

November 28, 2024 at 4:00 p.m.

**13. Closed Session**

A resolution was passed:

**Resolution**

**That:**

The Board go into Closed Session to discuss:

- a. Personnel Matters Regarding an Identifiable Individual

**Moved by:** Murray Rutz

**Seconded by:** Andrew Plummer

**Carried**

**Return to Open Session**

A resolution was passed:

**Resolution**

**That:**

The Board come out of Closed Session.

**Moved by:** Andrew Plummer

**Seconded by:** Murray Rutz

**Carried**

**Motion to Conclude**

**Moved by:** Andrew Plummer

**Seconded by:** Murray Rutz

**Carried**

Meeting concluded at 6:00 p.m.

Minutes Prepared By: Elizabeth Graham

Distribution: All Present  
CAO's/Treasurers  
Welch & Company



Tuesday, December 17, 2024

Your Operations Committee of Council begs to report and recommend, from its meeting held this evening as follows:

Moved by:

Seconded by:

**That** By-law 2024-71 being 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, be adopted.

**Carried**

Mayor



Tuesday, December 17, 2024

Your Operations Committee of Council begs to report and recommend, from its meeting held this evening as follows:

Moved by:

Seconded by:

**That** By-law 2024-72 being a by-law to repeal and replace by-law 2024-29, the establishment of a Municipal Accommodation Tax in the City of Pembroke , be adopted.

**Carried**

Mayor

**The Corporation of the City of Pembroke**

**By-law Number 2024-65**

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

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

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

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

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

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

**Passed and enacted this 17<sup>th</sup> day of December, 2024**

Ron Gervais  
Mayor

Victoria Charbonneau  
Clerk

## **Schedule “A” to By-law 2024-65**

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

#### **Amendment Number Twenty-Four**

##### **I. Title and Components**

When approved by the Corporation of the City of Pembroke this Amendment shall be known as Amendment Number Twenty-Four to the Official Plan, 2016, of the City of Pembroke Planning Area. This Amendment consists of the text and Figure I and Figure II attached.

##### **II. Purpose**

This amendment re-designates land municipally known as known as 1127 Pembroke Street West in the City of Pembroke from “Residential” and “Flood Fringe Residential” and “Hazard” designations to “Highway Commercial” and “Flood Fringe Highway Commercial” and “Hazard” designations.

##### **III. Location**

The property which is the subject of this amendment is comprised of PEMBROKE CON 1 PT LOT 19 PLAN 194 PT LOT 24 PT KING ST; RP49R5914 PART 2 AND 3 PT PART 1 and is municipally known as 1127 Pembroke Street West. This lot is subject to the official plan amendment, shown on mapping attached hereto as Figure I, and a zoning by-law amendment, shown on mapping attached hereto as Figure II.

##### **IV. Basis of the Amendment**

The official plan amendment changes the designation of the land municipally known as 1127 Pembroke Street West and legally described as PEMBROKE CON 1 PT LOT 19 PLAN 194 PT LOT 24 PT KING ST; RP49R5914 PART 2 AND 3 PT PART 1 from “Residential” and “Flood Fringe Residential” and “Hazard” designations to “Highway Commercial” and “Flood Fringe Highway Commercial” and “Hazard” designations. The corresponding zoning by-law amendment changes the zoning of the above noted lands from a “Residential Type 4-12 – R4-12” and “Residential Type 4-12-flood fringe – R4-12-ff” and “Flood Plain - FP” zones to “Highway Commercial-28 – C2-28” and “Highway Commercial-28-flood fringe – C2-28-ff” and “Flood Plain - FP” zones. The purpose of the re-designation and rezoning is to allow for the redevelopment of the existing vacant building, previously used as a convent, into a hotel.

1127 Pembroke Street West was designated “Residential” and “Flood Fringe Residential” by the Official Plan, 2016. According to Section 4.2.1 of said plan, “The residential classification of land means the predominant use of the land in the areas so designated shall be for all types of residential dwellings. In addition, other uses that support the proper functioning of a residential area, such as schools, places of worship, parks, senior citizens’ housing, local commercial uses, home-based businesses, bed and breakfast uses...shall also be permitted provided that the location and site design of each is compatible with the residential amenities of the area.” As the proposed use of “Hotel” and the proposed “C2” zoning are not residential, nor residential-supporting, nor local commercial, nor bed and breakfast, an official plan amendment is required. Flood fringe requirements apply to the portion of the property designated “Flood Fringe Residential”, but the current building is not within this portion of land. A further portion of the property immediately abutting the Ottawa River is designated “Hazard Land”, however, this portion of the property is not subject of the application and will remain designated “Hazard Land”.

The “Highway Commercial” and “Flood Fringe Highway Commercial” designations support the proposed “C2-28” zoning and use of “Hotel”. Regarding the definition of the designation, Section 4.5.1 of the official plan states that, “The Highway Commercial classification of land means that the predominant use of land in the

area so designated shall be for retail and business establishments that are typically dependant on high volumes of traffic, or that are heavily transportation oriented.” This definition exactly fits the proposed use of “Hotel”, hotels being business establishments that depend on high volumes of traffic and are heavily transportation oriented, and 1127 Pembroke Street West being located on the City’s only arterial road, which has high traffic counts, also directly fits this definition.

Regarding location, Section 4.5.2(2) of the official plan states that, “New highway commercial uses shall be located on an arterial or collector road.” As the property is located on Pembroke Street West, designated as an “Arterial Road” by Schedule “B” of the official plan, this direction is absolutely met. This location for the proposed hotel will provide for excellent vehicular movement within the City, both eastwards and westwards via the arterial of Pembroke Street, as well as to all other areas of the City via Pembroke Street’s connections to “Collector Road(s)”.

Regarding municipal services, Section 4.5.2(7) of the official plan requires that “All development shall be adequately serviced with municipal water and sewer services, waste disposal, and utilities as a condition of development subject to prior verification that there is adequate capacity.” Full water, sanitary and storm sewer servicing exist to the property, and through both the site plan approval process (S-3/2022) and the building permit process (2021-064), verification of adequate servicing capacity has been completed with the Operations Department.

Section 4.5.2(8) continues that “Site plan control shall apply to all development within the Highway Commercial area.” The site plan control process has already been executed for the property with the current owners (S-3/2022), and should the proposed change of use proceed, amendment to the existing site plan agreement would be required.

Based on the above information, the proposed development of a hotel meets the intent of the Official Plan as the property is re-designated to “Highway Commercial” and “Flood Fringe Highway Commercial”.

## **V. OFFICIAL PLAN, 2016-03, SECTION 4: 4.5 HIGHWAY COMMERCIAL**

### **4.5 Highway Commercial (HC)**

The Highway Commercial area will continue to evolve as an automobile-oriented commercial district that also provides valuable services to the tourist industry. Generally, such uses require larger land areas and, as major traffic generators, depend on exposure to and location on high volume arterial and collector roads.

#### **4.5.1 Definition**

The Highway Commercial classification of land means that the predominant use of land in the area so designated shall be for retail and business establishments that are typically dependent on high volumes of traffic, or that are heavily transportation oriented.

#### **4.5.2 Policies**

##### **1. Permitted Uses**

The scope of permitted uses shall include restaurants and fast-food outlets, recreational and motor vehicle sales, repair and service establishments, building and gardening supply outlets, lodging facilities, warehousing and distribution centres, stand alone large retail outlets that require large land areas and are impractical to locate in the downtown, business services and offices, and places of entertainment and assembly.

##### **2. Location**

New Highway Commercial uses shall be located on an arterial or collector road.

##### **3. Off-Street Loading and Access**

Adequate **off-street parking** and **loading** shall be provided and the access points to such parking and loading shall be limited in number and designed in a manner that will minimize the danger to vehicular and



pedestrian traffic. Council may require a traffic study or evaluation to determine the needs and/or standards for entrances, turning lanes, vehicle stacking, signalization, on-site directional movements, parking etc. Council's intent is to limit or reduce the number of entrances/exits onto public roads and may require the use of shared entrances, where appropriate. Entrances and exits shall be appropriately marked (pavement markings and/or signs) to identify their purpose. Traffic engineering should include the integration of on-site traffic movements and the configuration, type and width of streets and sidewalks.

Parking requirements shall include provision for **handicapped parking** in close proximity to building entrances in locations that are protected, where possible, from adverse climatic elements. Where possible, parking areas shall be sited on a property such that large expanses fronting on public streets are avoided. The visual appearance of parking areas and structures shall be enhanced through the use of a diversity of plant forms, landscaping methods or other architectural elements. Parking areas adjacent to residential areas shall be screened through the use of fencing and/or vegetation. All parking and loading areas shall be well

illuminated to increase the safe and secure use of these areas. Parking and loading areas shall be designed to incorporate proper drainage and stormwater management controls and shall be suitably screened or directed away from areas facing a provincial highway.

#### **4. Utilities and Signs**

Lighting poles, utility structures, signs and advertising shall be in keeping with good design and highway safety practices.

#### **5. Buffering**

Provision shall be made for adequate buffering as defined in **Section 3.2 - Buffering** of this Plan between the Highway Commercial uses and any adjacent residential areas.

#### **6. Outdoor Storage and Display**

Outdoor storage areas (equipment, garbage) shall be screened or fenced from adjacent uses and the street. Permanent display areas shall not be located in designated parking areas. Temporary or seasonal displays shall be permitted where they do not conflict with traffic flows or the safety of pedestrians. Storage adjacent to or that may be viewed from a provincial highway shall be suitably screened or buffered from the highway.

#### **7. Municipal Services**

All development shall be adequately serviced with municipal water and sewer services, waste disposal and utilities as a condition of development subject to prior verification that there is adequate capacity.

#### **8. Site Plan Control**

Site plan control shall apply to all development within the **Highway Commercial** area (see **Section 7.11- Site Plan Control**).

#### **9. Zoning**

Provisions shall be made in the implementing zoning by-law to classify types of land use and to set out the zone requirements for development (e.g. lot size, frontage, setbacks, height, parking, loading, signs, landscaping, etc.).

#### **10. Market Analysis and Feasibility Study**

A proposed large format retail use, either new or the expansion of, which exceeds 2,000 m<sup>2</sup> (21,528.5 ft.<sup>2</sup>) of gross leasable floor area will be supported by a market analysis and/or feasibility study to substantiate the need and location for such a use. The need for such a study will be determined by the Manager of Planning and Waterfront. (See also **Section 6.7 – Removal of Employment Lands.**)

#### **11. Ministry of Transportation Permit Control Area**

In addition to all the applicable municipal requirements, all proposed development located adjacent to or in the vicinity of a provincial highway within the Ministry of Transportation's (MTO) permit control area under the Public Transportation and Highway Improvement Act will be subject to MTO approval. Early consultation with MTO is encouraged to ensure the integration of municipal planning initiatives with provincial transportation planning. Any new areas in the municipality identified for future development that are located adjacent to or in the vicinity of a provincial highway or interchange/intersection within the MTO permit control area will be subject to MTO's policies, standards and requirements. Direct access will be discouraged and often prohibited.

## **VI. DETAILS OF AMENDMENT**

Schedule 'A' of the Official Plan, 2016 of the City of Pembroke Planning Area is amended by re-designating PEMBROKE CON 1 PT LOT 19 PLAN 194 PT LOT 24 PT KING ST; RP49R5914 PART 2 AND 3 PT PART 1 and municipally known as 1127 Pembroke Street West in the City of Pembroke to "Highway Commercial" and "Flood Fringe Highway Commercial" and "Hazard" in place and instead of "Residential" and "Flood Fringe Residential" and "Hazard". The present designation of the subject lands is shown on Figure I, attached hereto.

## **VII. IMPLEMENTATION**

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

## **VIII. INTERPRETATION**

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

# Figure I to By-law 2024-65

Land to be re-designated from "Residential" and "Flood Fringe Residential" and "Hazard" to "Highway Commercial" and "Flood Fringe Highway Commercial" and "Hazard"

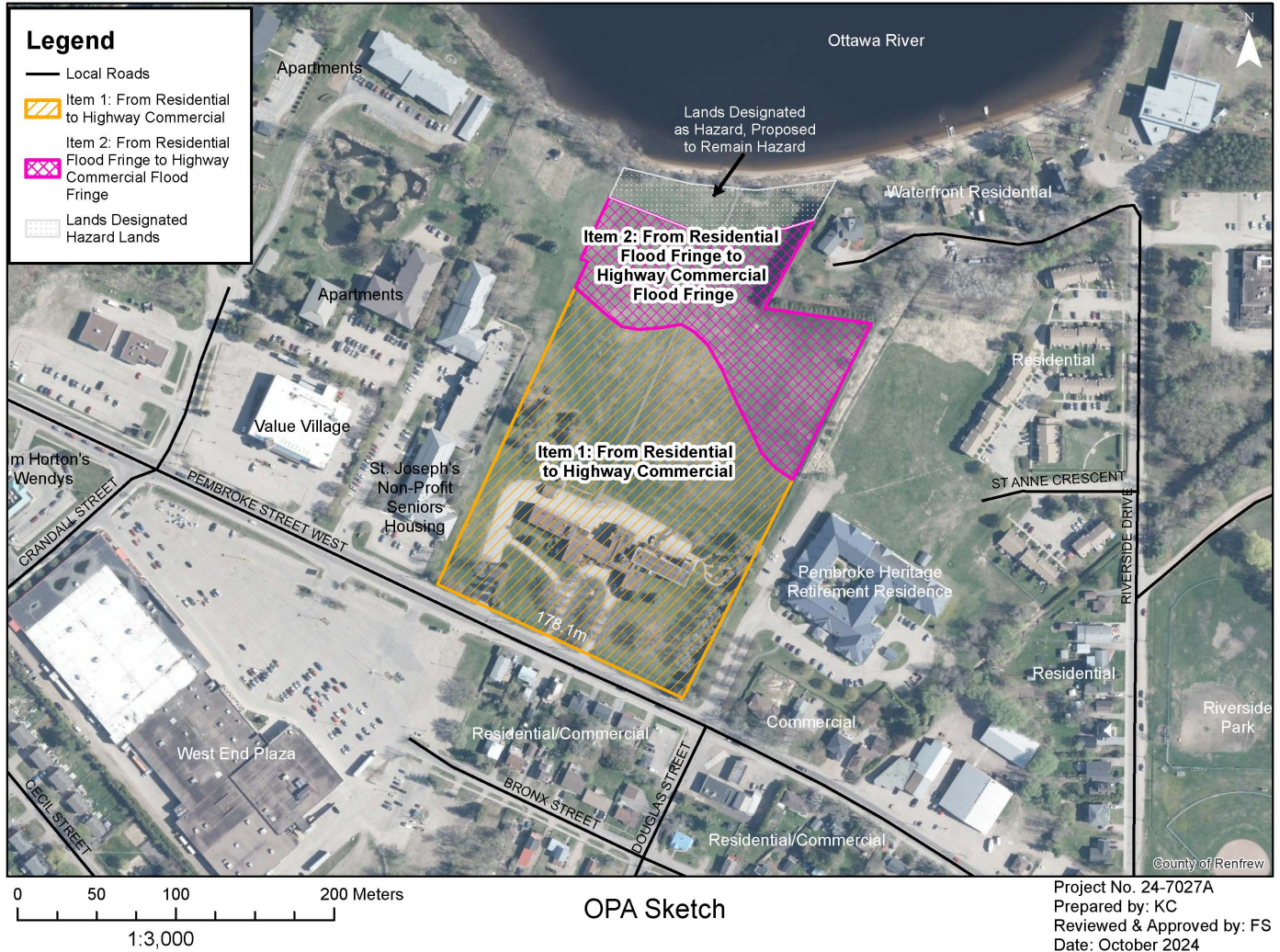


City of Pembroke

## Official Plan Schedule "A"

Land Use Plan

Latest Revision: June 2015



# Figure II to By-law 2024-66

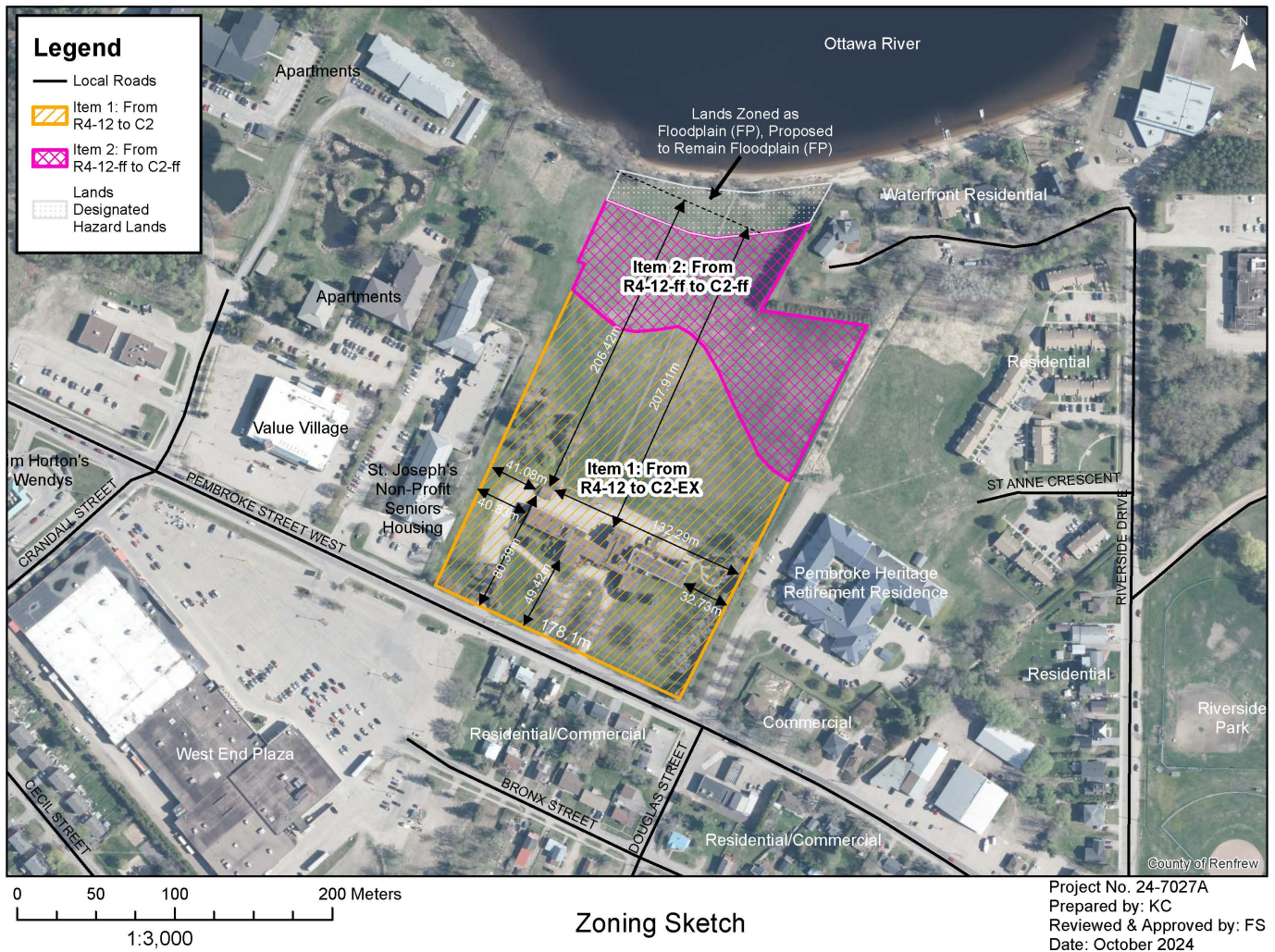


Property to be rezoned from  
 "R4-12" & "R4-12-ff" & "FP" to  
 "C2-28" & "C2-28-ff" & "FP"

**CITY OF PEMBROKE**

**ZONING BY-LAW  
 SCHEDULE B**

Final Zoning By-law January 2020



## The Corporation of the City of Pembroke

### By-law Number 2024-66

**A by-law to amend By-law 2020-05 of the Corporation of the City of Pembroke, being a by-law to regulate the use of lands and the character, location and use of buildings and structures in the City of Pembroke.**

**Whereas** Section 34 of The Planning Act R.S.O., 1990 provides that by-laws may be passed by Municipal Council for restricting the use of lands and the erection or use of buildings except as provided for in such by-laws; and

**Whereas** the Council of the Corporation of the City of Pembroke did, on the twenty-first day of January, 2020, pass By-law 2020-05 to provide for the use of lands and the character, location and use of buildings and the said By-law has, from time to time, been amended; and

**Whereas** it is deemed expedient to further amend the said By-law;

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

1. That By-law 2020-05 of the Corporation of the City of Pembroke be amended by the addition to Section 10.4 thereof the following:  
Section 10.4(28) Highway Commercial-28 – C2-28 & Highway Commercial-28-flood fringe – C2-28-ff & Flood Plain - FP  
Notwithstanding any provisions of this By-law to the contrary, the property which is located in the C2-28 & C2-28-ff & FP zones, municipally known as **1127 Pembroke Street West** and more particularly described as PEMBROKE CON 1 PT LOT 19 PLAN 194 PT LOT 24 PT KING ST; RP49R5914 PART 2 AND 3 PT PART 1 may be developed in accordance with the following provisions:
  - i) Permitted uses: Section 10.1 – “Highway Commercial – C2” permitted uses shall apply.
  - ii) Zone provisions shall be in accordance with Section 10.2, excepting the following:
    - h. Maximum Building Height – 12.8m
2. That Schedule ‘A’ to By-law 2020-05 of the Corporation of the City of Pembroke be amended to show the property described as PEMBROKE CON 1 PT LOT 19 PLAN 194 PT LOT 24 PT KING ST; RP49R5914 PART 2 AND 3 PT PART 1 as “Highway Commercial-28 – C2-28” and “Highway Commercial-28-flood fringe – C2-28-ff” and “Flood Plain – FP” zones in place and instead of “Residential Type 4-12 – R4-12” and “Residential Type 4-12-flood fringe – R4-12-ff” and “Flood Plain – FP” zones. The property which is rezoned is shown as the lined area on Schedule ‘A’ attached hereto.
3. This By-law shall be circulated in the manner provided for by the regulations enacted pursuant to Section 34(18) and (19) of The Planning Act R.S.O., 1990. In the event that no objection is filed within 20 days of the date of giving written notice, this By-law shall come into force and take effect. In the event that any objection to the approval of this By-law is filed within the required time period, this By-law shall be submitted to the Ontario Land Tribunal (OLT) for approval and shall come into force and take effect only upon the approval of OLT, as evidenced by the issuance of its formal order in that respect.

Passed and enacted this 17<sup>th</sup> day of December, 2024.

Ron Gervais  
Mayor

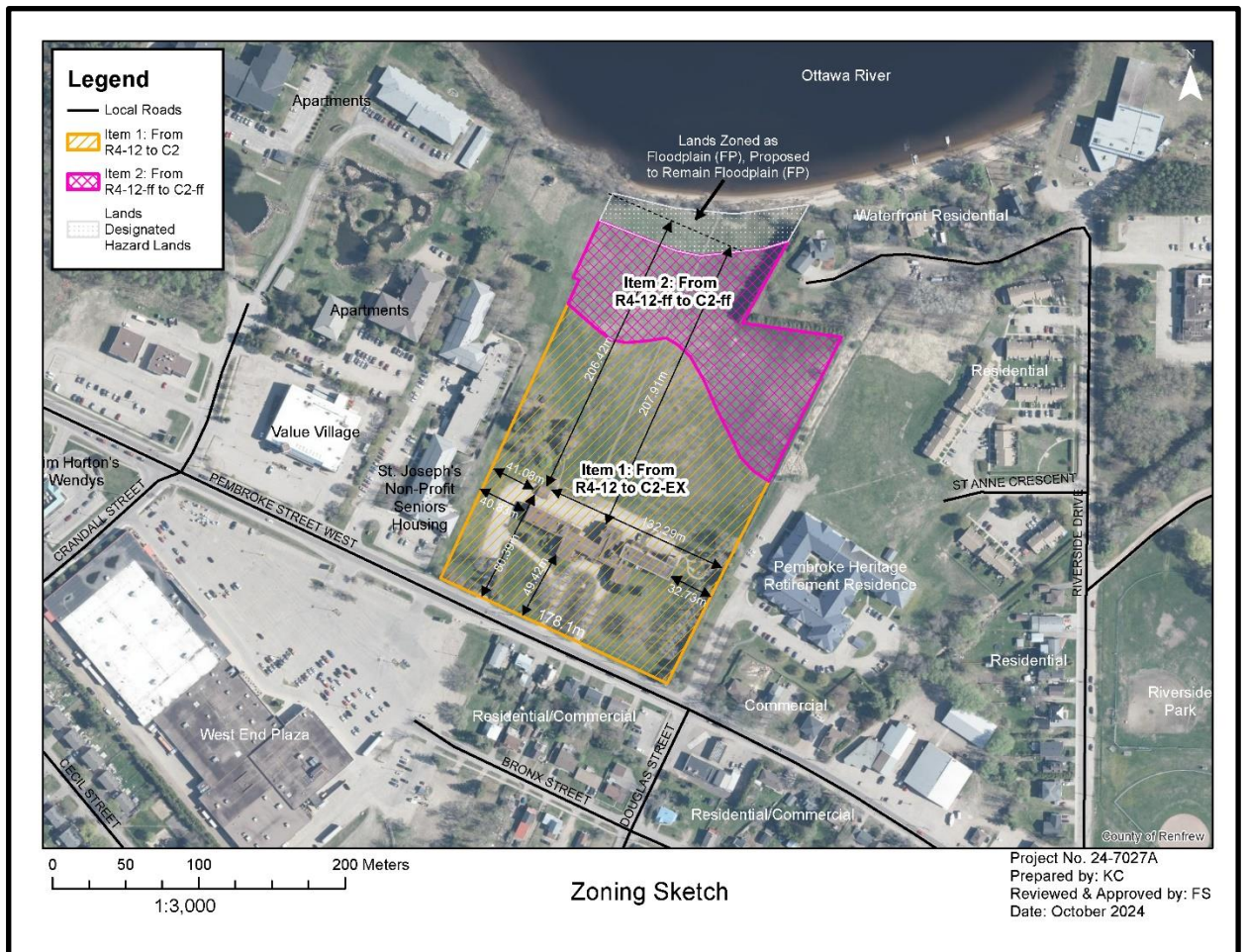
Victoria Charbonneau  
Clerk

This is Schedule 'A' to By-law 2024-66 of the Corporation of the City of Pembroke, passed this 17<sup>th</sup> day of December, 2024.

Mayor

Clerk

Subject Property to be rezoned from "Residential Type 4-12 – R4-12" and "Residential Type 4-12-flood fringe – R4-12-ff" and "Flood Plain – FP" zones to "Highway Commercial-28 – C2-28" and "Highway Commercial-28-flood fringe – C2-28-ff" and "Flood Plain – FP" zones



## The Corporation of the City of Pembroke

### By-law Number 2024-67

**A by-law to amend By-law 2020-05 of the Corporation of the City of Pembroke, being a by-law to regulate the use of lands and the character, location and use of buildings and structures in the City of Pembroke.**

**Whereas** Section 34 of The Planning Act R.S.O., 1990 provides that by-laws may be passed by Municipal Council for restricting the use of lands and the erection or use of buildings except as provided for in such by-laws; and

**Whereas** the Council of the Corporation of the City of Pembroke did, on the twenty-first day of January, 2020, pass By-law 2020-05 to provide for the use of lands and the character, location and use of buildings and the said By-law has, from time to time, been amended; and

**Whereas** it is deemed expedient to further amend the said By-law;

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

1. That By-law 2020-05 of the Corporation of the City of Pembroke be amended by the addition to Section 9.4 thereof the following:

Section 9.4(1) Local Commercial-1 – C1-1

Notwithstanding any provisions of this By-law to the contrary, the property which is located in the C1-1 zone, municipally known as **362 Miller Street** and more particularly described as PLAN 30 BLK 13 LOT 3 PT LOT 2 may be developed in accordance with the following provisions:

- i) Permitted uses: Dwelling units above ground floor non-residential uses  
Office  
Single Detached Dwelling
- ii) Zone provisions shall be in accordance with Section 9.2, excepting the following:
  - c. Minimum Front Yard Setback – 13ft
- iii) Parking Regulations shall be in accordance with Section 3.29, excepting the following:

2. Minimum Number of Parking Spaces Required - 3

2. That Schedule 'A' to By-law 2020-05 of the Corporation of the City of Pembroke be amended to show the property described as PLAN 30 BLK 13 LOT 3 PT LOT 2 as "Local Commercial-1 – C1-1" zone in place and instead of a "Residential Type 2 – R2" zone. The property which is rezoned is shown as the lined area on Schedule 'A' attached hereto.
3. This By-law shall be circulated in the manner provided for by the regulations enacted pursuant to Section 34(18) and (19) of The Planning Act R.S.O., 1990. In the event that no objection is filed within 20 days of the date of giving written notice, this By-law shall come into force and take effect. In the event that any objection to the approval of this By-law is filed within the required time period, this By-law shall be submitted to the Ontario Land Tribunal (OLT) for approval and shall come into force and take effect only upon the approval of OLT, as evidenced by the issuance of its formal order in that respect.



Passed and enacted this 17<sup>th</sup> day of December, 2024.

Ron Gervais  
Mayor

Victoria Charbonneau  
Clerk

This is Schedule 'A' to By-law 2024-67 of the Corporation of the City of  
Pembroke, passed this 17<sup>th</sup> day of December, 2024.

Mayor

Clerk

Subject Property to be rezoned from a "Residential Type 2 – R2" zone to a  
"Local Commercial-1 – C1-1" Zone



**The Corporation of the City of Pembroke**

**By-law Number 2024-68**

**A By-law authorizing the execution of the necessary documents to transfer ownership of land from 1811435 Ontario Inc. to the Corporation of the City of Pembroke**

**Whereas** pursuant to Section 8 of the *Municipal Act*, S.O. 2001, c.25, as amended, provides the powers of a municipality under this or any other Act shall be interpreted broadly so as to confer broad authority on the municipality to enable the municipality to govern its affairs as it considers appropriate and to enhance the municipality's ability to respond to municipal issues; and

**Whereas** Section 10(2) of the *Municipal Act*, S.O. 2001, c.25, as amended, states that a single-tier municipality may pass by-laws which includes economic, social and environmental well-being of the municipality; and

Whereas Section 11(3)(1) of the *Municipal Act*, S.O. 2001, c. 25, as amended, states that a municipality may pass by-laws respecting highways, including parking and traffic on highways; and

**Whereas** the Corporation of the City of Pembroke wishes to enter into an Agreement to transfer ownership of the lands legally described as Part Lot 26, Concession 2, being Part 1 on 49R-20780; subject to an easement per Instrument Number R142453; City of Pembroke from 1811435 Ontario Inc to the Corporation of the City of Pembroke;

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

1. That the Deputy-Mayor and Chief Administrative Officer be, and they are, hereby authorized to execute, on behalf of the Corporation, the necessary documents to transfer ownership of the lands legally described as Part Lot 26, Concession 2, being Part 1 on 49R-20780; subject to an easement per Instrument Number R142453; City of Pembroke, from 1811435 Ontario Inc. to the City of Pembroke for the purchase price of \$0.00 dollars.
2. This by-law shall come into force and take effect upon the date of the final passing thereof.

Passed and enacted this 17<sup>th</sup> Day of December, 2024

Brian Abdallah  
Deputy-Mayor

Victoria Charbonneau  
Clerk

**The Corporation of the City of Pembroke**

**By-law Number 2024-69**

**A By-law to amend By-law 2023-44, as amended, being a by-law to establish fees and charges on persons for payment of municipal services, activities and use of municipal property for the City of Pembroke**

**Whereas** Section 391(1) of the Municipal Act, S.O. 2001, c.25, as amended, authorizes a municipality to impose fees or charges on persons for services or activities provided or done by on behalf of any other municipality or any local boards; and for the use of its property under its control; and

**Whereas** Section 391(3) of the Municipal Act, S.O. 2001, c.25, as amended, authorizes a municipality to impose fees or charges on persons for costs incurred by the municipality related to administration, enforcement and the establishment, acquisition, and replacement of capital assets;

**Whereas** the Council of the Corporation of the City of Pembroke did on June 6, 2023, enact By-law 2023-44 being a by-law to establish fees and charges on persons for payment of municipal services, activities and the use of municipal property for the City of Pembroke; and

**Whereas** the Council of the Corporation of the City of Pembroke deems it expedient to amend Schedule "B" to By-law 2023-44 – Planning & Building Department Fees;

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

1. That Schedule "B" – Planning & Building Department Fees to By-law 2023-44 be deleted in its entirety and replaced with the attached Schedule "B".
2. This By-law shall come into force and take effect upon the date of the final passing thereof.

**Passed and enacted this 17<sup>th</sup> Day of December, 2024.**

Ron Gervais  
Mayor

Victoria Charbonneau  
Clerk

## Schedule "B" to By-law 2024-69 – Planning & Building Department Fees

### Sign Permit Fees

Portable Sign Permit	Fee
Minimum Sign Permit Fee Plus one of the following	\$ 50.00
• 6 months	\$ 55.00
• 12 months	\$ 110.00
Regular Sign Permit	\$ 10.00 for each \$1,000.00 of construction value or part thereof plus \$ 50.00 Administrative Fee.

### Planning Department Fees

Miscellaneous Service	Fee
Zoning By-law Amendment	\$ 1,000.00 plus HST
Official Plan Amendment	\$ 1,200.00 plus HST
Official Plan and Zoning By-law Amendment	\$ 1,500.00 plus HST
Zoning, Motor Vehicle Compliance and Environmental Inquiries	\$ 100.00 plus HST
Minor Variance	\$ 700.00 plus HST
Consent to Sever Application	\$ 800.00 plus HST
Site Plan Agreement	\$ 1,000.00 plus HST
Zoning By-law Text	\$ 25.00 plus HST
Plan of Subdivision/Condo	\$ 2,000.00 plus HST
Subdivision Agreements	\$ 400.00 plus HST
Encroachment Agreements	\$ 450.00 plus HST
Part Lot Control	\$ 500.00 plus HST
Replacement of Lost Parking Permit	\$10.00 plus HST
Redline Changes to Plan of Subdivision	\$ 800.00 plus HST
Vacant Building Initial Registration	\$350.00 plus HST
Vacant Building Annual Renewal Registration	\$800.00 plus HST

**Deputy The Corporation of the City of Pembroke**

**By-law Number 2024-70**

**A By-law to authorize the use of internet voting, paper ballots and vote tabulators for the 2026 Municipal Election**

**Whereas** Section 42 of the *Municipal Elections Act*, 1996, provides that a council of a local municipality may pass by-laws authorizing the use of optical vote tabulators for the purpose of counting votes at Municipal Elections, and

**Whereas** Section 42 of the *Municipal Elections Act*, 1996, provides that the Council may, by by-law, authorize the use of an alternate voting method that does not require electors to attend at a voting place to vote, and

**Whereas** Section 42 (5) of the *Municipal Elections Act*, 1996, provides that when a by-law authorizing the use of alternative voting method is in effect, that section 43 (advance votes) and Section 44 (voting proxies) shall apply only if the by-law so specifies; and

**Whereas** the Municipal Council of the Corporation of the City of Pembroke desires to pass such a by-law.

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

1. That Council does hereby authorize the use of paper ballots with optical scanning vote tabulators and the use of Internet voting as an alternative voting method for the 2026 Municipal Election.
2. That in accordance with the *Municipal Elections Act*, 1996, and due to the authorization of an alternative voting method, that Section 44 (voting proxies) shall not be applicable for the 2026 Municipal Election.
3. That in accordance with the *Municipal Elections Act*, 1996, that Section 43 (advance votes) is applicable in the 2026 Municipal Election in the City of Pembroke.
4. That the Clerk shall establish appropriate procedures for voting by internet and vote counting equipment for the 2026 Municipal Election.
5. That the Clerk is hereby authorized and directed to secure an agreement with an appropriate service provider for the provision of internet voting services and optical scanning vote tabulator services to implement the 2026 Municipal Election.
6. That By-law 2021-56 and any by-law inconsistent with the provisions contained in this by-law are hereby repealed.
7. This by-law shall come into force and take effect upon the date of the final passing thereof.

**Passed and Enacted**

**This 17<sup>th</sup> Day of December 2024**

Ron Gervais  
Mayor

Victoria Charbonneau  
Clerk

**The Corporation of the City of Pembroke**

**By-law Number 2024-71**

**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 17th Day of  
December, 2024**

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Ron Gervais  
Mayor

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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 (excluding associated activities such as rehearsals, load-ins, or load-outs);
  - 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 1<sup>st</sup> 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.

**The Corporation of the City of Pembroke**

**By-Law Number 2024-72**

**A by-law to repeal and replace by-law 2024-29, being a by-law to establish a Municipal Accommodation Tax in the City of Pembroke**

**Whereas**, Section 400.1 (1) of *the Municipal Act, 2001, as amended*, enables a municipality to pass by-laws imposing a tax in respect of the purchase of transient accommodation within the municipality; and

**Whereas** Section 400.1 (2) of the Municipal Act and O. Reg. 435/17 Transient Accommodation Tax provides the by-law must state the subject of the tax to be imposed, state the tax rate or the amount of tax payable, and state the manner in which the tax is to be collected; and

**Whereas** at its April 2, 2024 meeting, the Planning and Development Committee directed the establishment of a Municipal Accommodation Tax (MAT) to be imposed on stays of less than 30 days in the City of Pembroke; and

**Whereas** at its May 7, 2024 meeting, the Planning and Development Committee passed Municipal By-law 2024-29 – A By-law to establish a Municipal Accommodation Tax in the City of Pembroke; and

**Whereas** The Ontario Restaurant, Hotel, and Motel Association (ORHMA) has been engaged as the third-party administrator to collect and remit MAT revenues on behalf of the City.; and

**Whereas** ORHMA has extensive experience managing MAT revenues in municipalities across Ontario and based on best practices, ORHMA has indicated that collection and remittance of MAT revenues be conducted on a monthly basis for efficient financial administration, improved cash flow management, and streamlined processes for accommodation providers and the City;

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

Definitions

For the purpose of this By-law:

**Accommodation** means the use or possession or the right to the use or possession, for dwelling, lodging, or sleeping purposes in a room or suite of rooms containing one or more beds or cots, whether in a hotel, motel, motor hotel, lodge, inn, resort, bed and breakfast, or other establishment providing lodging, in all or part of a dwelling unit;

**City** means the geographic area of the Corporation of the City of Pembroke;

**Chief Administrative Officer** means the person appointed by Council as the Chief Administrative Officer for the City and includes their authorized designate;

**Council** means the Council of the Corporation of the City of Pembroke;

**MAT Remittance Report** means the form established by the Treasurer for reporting Municipal Accommodation Tax collected and to be paid to the City for a reporting period, in accordance with Sections 2 and 3 of this By-law;

**Municipal Accommodation Tax** (hereinafter referred to as MAT) means the tax imposed under this By-law;

**Person** includes an individual, sole proprietorship, a partnership, an unincorporated association, a trust, and a corporation;

**Provider of transient accommodation** means a person that sells, offers for sale, or otherwise provides accommodation, and includes agents, hosts or others who sell, offer for sale by any means, including through an online platform or otherwise provide accommodation;

**Purchaser** means a person who, for a purchase price, uses, possesses, or has the right to the use or possession of any accommodation;

**Purchase price** means the price for which accommodation is purchased, including the price paid, and/or other consideration accepted by the provider in return for the accommodation provided.

**Short-term rental** means a temporary accommodation in all or part of a dwelling that is provided in exchange for payment, including but not limited to properties rented through online platforms (Airbnb/Vrbo);

**Tourism Officer** means the person appointed by Council as the Tourism Officer for the City and includes their authorized designate; and

**Treasurer** means the person appointed by Council as the Treasurer for the City and includes their authorized designate.

1. Application of Tax

- a. A provider of transient accommodation shall charge the MAT, plus applicable taxes, to every purchaser at the time of purchase.
- b. A purchaser shall, at the time of purchasing accommodation, pay a MAT in the amount of four percent (4%) of the purchase price of the accommodation provided for a continuous period of less than 30 nights provided in a hotel, motel, inn, bed and breakfast, short-term rental, campground, or any place in which accommodation is provided.
- c. The MAT shall only be imposed on the room rate and not be applied to any other charges or ancillary fees of the accommodation.

2. Tax Collected by Service Provider

- a. A provider of transient accommodation shall include on every invoice or receipt for the purchase of transient accommodation a separate item for the amount of tax on transient accommodation imposed on the purchase, and the item shall be identified as "Municipal Accommodation Tax".
- b. Providers of transient accommodation shall collect the MAT from the purchaser at the time the accommodation is purchased and shall remit the MAT Remittance Form to the municipality within the time prescribed in any MAT notice and shall include statements in the form required by the municipality detailing the number of rooms sold, purchase price, and levy collected in the applicable timeframe.
- c. MAT collected by providers shall be remitted to the City on a monthly basis. MAT remittance is due one month following the end of the previous month. Deadlines for remittance shall be January 31, February 28, March 31, April 30, May 30, June 30, July 31, August 31, September 30, October 31, November 30, and December 31. 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.

- d. The Treasurer in conjunction with the Tourism Officer shall establish notices, forms, and remittance statements, past due notices, and monitor collection for the service providers.
- e. The Harmonized Sales Tax (HST) is to be applied to the all-in accommodation price, including the MAT. The provider is responsible for remitting the HST applied in their regular tax returns, only the MAT is to be remitted to the City.
- f. The provider shall give the City notice of any changes of ownership of the accommodation. Any amounts owing shall be paid to the City prior to the change in ownership. In the event the provider ceases operations, the provider is required to advise the City.

### 3. Administration

- a. The Chief Administrative Officer is provided authority to deem the most suitable methods of administration and collection required under this by-law. The Chief Administrative Officer is delegated authority to:
  - i. Establish and amend as necessary interpretation guidelines, protocols, procedures, forms, documents, agreements, and schedules needed to successfully implement and administer this by-law,
  - ii. Enter into agreements with another person or entity as agent for the City to provide for implementation and collection of the MAT,
  - iii. Enter into agreements with any eligible tourism entity designated to receive revenues from the MAT.

### 4. Offences and Penalties

- a. Every person is guilty of an offence under this by-law who:
  - i. Makes, participates in, assents to, or contributes in the making of false or misleading statements or entries in a report, statement, form, or other document prepared, submitted, or filed under or for the purposes of this by-law;
  - ii. Destroys, alters, hides, or otherwise disposes of any records in order to evade payment or remittance of the tax;
  - iii. Interferes with any audit or inspection conducted by the City or its agent;
  - iv. Willfully, in any manner, evades or attempts to evade:
    - 1. Paying tax;
    - 2. Remitting tax;
    - 3. Otherwise complying with his by-law;
  - v. Conspires with any person to commit an offense described in this by-law.
- b. Any provider who is guilty of an offence is liable as follows:
  - i. Upon a first conviction, a written notice informing of the violation and steps to avoid future convictions shall be issued;

- ii. Upon a second or subsequent conviction for the same offence, a fine of not less than \$500 and not more than \$100,000 shall be issued as provided in subsection 429(3) of the Act;
      - iii. A person who is convicted of a subsequent offence under this by-law is liable for each day that the offence continues. A fine of not less than \$500 and not more than \$10,000 shall be imposed and the total of all daily fines for the offence is not limited to \$100,000, as provided in subsection 429(3) of the Act.
    - c. When a person has been convicted of an offence under this by-law, the Superior Court of Justice or any court of competent jurisdiction thereafter may, in addition to any penalty imposed, issue an order:
      - i. Prohibiting the continuation or repetition of the offence by the person convicted;
      - ii. Requiring the person convicted to correct the contravention in the manner and within the period the court considers appropriate.
5. Interest and Liens
- a. Interest charged at 1.25% of the amount of the MAT due and unpaid shall be imposed as a penalty for the non-payment of taxes on the first day of default based on the full occupancy of the provider unless the actual amount of the MAT owing can be determined by the City. In that case, the interest rate of 1.25% of the actual amount of the MAT will be charged.
  - b. An interest charge of 1.25% each month of the amount of the MAT due and unpaid shall be imposed for the non-payment of taxes on the first day of each month and subsequent months following the first day of default.
  - c. The City, at its discretion, may automatically assess the MAT collected by the provider for the purpose of determining the amounts owing and the interest to be charged in the event the provider has not provided statements in accordance with section 2 of this by-law.
  - d. All MAT penalties that are past due shall be deemed to be in arrears, and may be added to the tax roll for any real property in the City of Pembroke registered in the name of the provider to be collected in like manner as property taxes and shall constitute a lien upon the lands, but such lien shall not be a property lien for the purposes of subsections 1(2.1), (2.2), and (3) of the Act and such lien will not have a higher priority than it would otherwise have in law in relation to other claims, liens, or encumbrances.
6. Audit and Inspections
- a. The provider shall keep books of account, records, and documents sufficient to provide the City, or its agent, with the necessary particulars of sales of accommodations, amount of MAT collected, and remittance.
  - b. The City, or its agent, may inspect and audit all books, documents, transactions, and accounts of the providers and require the providers to produce copies of any documents or records required for the purposes of administering and enforcing this by-law as required.
7. General
- a. The MAT shall come into effect on January 1, 2025 and be applied to each accommodation purchase beginning on this date.

**Passed and enacted this 17<sup>th</sup> Day of December, 2024**

Ron Gervais  
Mayor

Victoria Charbonneau  
Clerk

**The Corporation of the City of Pembroke**

**Confirming By-law Number 30-2024**

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

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

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

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

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

1. That all actions of the Council of the City of Pembroke at its meeting of December 17<sup>th</sup>, 2024, in respect of each report, motion, resolution or other action, passed and/or taken by the Council at its meeting, is hereby adopted, ratified, and confirmed as if all such proceedings were expressly embodied in this by-law; and
2. That the Mayor and appropriate officials of the City of Pembroke are hereby authorized and directed to do all things necessary to give effect to the said action and to obtain approvals where required, and to execute all documents necessary in that regard, and the Clerk is hereby authorized and directed to affix the Corporate Seal of the City of Pembroke to all such documents.
3. That this By-law shall come into force and take effect upon the passing thereof.

**Passed and Enacted This 17<sup>th</sup> Day of December 2024**

Ron Gervais  
Mayor

Victoria Charbonneau  
Municipal Clerk