



Agenda

Operations Committee

Chair: Councillor Plummer
Tuesday, December 17, 2024
Council Chambers
6:00 p.m.

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

1. **Call to Order**
2. **Disclosure of Pecuniary Interest & General Nature Thereof**
3. **Approval/Amendment of Meeting Agenda**
4. **Approval of Minutes**
 - Operations Committee – November 19, 2024
5. **Business Arising from Minutes**
6. **Presentations/Delegations**
7. **New Business**
 - a. 2025 Council and Committee Meeting Schedule – Clerk Charbonneau
 - b. Agreement with Pembroke and Area Fiddling Association – Treasurer/Deputy Clerk Lochtie
 - c. Festival Hall Management Agreement – CAO Unrau
 - d. Municipal Accommodation Tax By-Law Update- CAO Unrau
8. **Adjournment**

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



Committee Report

To: Councillor Andrew Plummer
Operations Committee

From: Victoria Charbonneau
Municipal Clerk

Date: 2024-12-17

Subject : **2025 Council and Committee Meeting Schedule**

Recommendation:

That the Operations Committee approve the 2025 Council and Committee meeting schedule as presented.

CAO Review :

I concur with the information presented in this report.

David Unrau, P.Eng., PMP

Financial Comment:

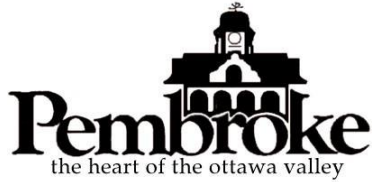
There are no financial implications associated with the council and committee meeting schedule. Committee and Council are supported by existing resources within the Mayor and Council operating budget. Honorariums paid to a committee meeting chair are stipulated in the Council Remuneration and Expense by-law and accounted for annually in the operating budget.

Angela Loctie, CPA, PFA
Treasurer/Deputy Clerk

Background:

In accordance with Section 238(1) of the Municipal Act, 2001, S.O. 2001, c. 25, every municipality and local board shall pass a procedural by-law for governing the calling, place and proceedings of meetings.

Governance of all City council and committee meetings are outlined within the City's Procedural By-Law 2020-61, in accordance with Section 6.



City of Pembroke currently holds regular Standing Committee and Council meetings on the first and third Tuesday each month (with Council meetings following the Standing Committee meetings that begin at 6:00 p.m.). As per section 6.2.2 of the Procedural by-law, during the months of July and August there is one regular meeting of Council in each month (also referred to as Combined Committee).

Discussion:

The 2025 Council and Committee Meeting schedule has been attached as Appendix “A” for reference, and in accordance with the City’s Procedural By-law, the 1st and 3rd Tuesday of every month has been identified.

The schedule currently presented does not account for any special council and committee meetings that may arise as needed in addition to meetings required for as part of the 2025 budget process. Any additional meetings will be scheduled as required and in accordance with the City’s Procedural By-Law.

Alternatives Considered:

In order to change the regular council and committee meetings dates and times there would need to be an amendment to the procedural by-law.

Strategic Plan Impact:

Attachments:

2025 Council and Committee Schedule – Appendix A

Respectfully submitted,

Victoria Charbonneau
Municipal Clerk



2025 Standing Committees and Council Meeting Schedule

Planning & Development Committee	Finance & Administration Committee	Parks & Recreation Committee	Operations Committee	Council Meeting
6:00 p.m.	Following Planning & Development Committee	6:00 p.m.	Following Parks & Recreation Committee	Following Standing Committees
January 7	January 7	January 21	January 21	January 7 & 21
February 4	February 4	February 18	February 18	February 4 & 18
March 4	March 4	March 18	March 18	March 4 & 18
April 1	April 1	April 15	April 15	April 1 & 15
May 6	May 6	May 20	May 20	May 6 & 20
June 3	June 3	June 17	June 17	June 3 & 17
July 15	July 15	July 15	July 15	July 15
August 12	August 12	August 12	August 12	August 12
September 2	September 2	September 16	September 16	September 2 & 16
October 7	October 7	October 21	October 21	October 7 & 21
November 4	November 4	November 18	November 18	November 4 & 18
December 2	December 2	December 16	December 16	December 2 & 16

Note:

1. All meetings are held in Council Chambers on the Second Floor of City Hall (1 Pembroke Street East) at 6:00 p.m. unless otherwise noted.
2. Meeting schedule is subject to change.
3. Special or additional meetings may be called depending on operational requirements.
4. Meetings are typically covered by YourTV and aired on YouTube.
5. Members of the public and media are welcome to attend these meetings.

Please contact the Clerk's Department at 613-735-6821 for meeting information.



Committee Report

To: Councillor Andrew Plummer
Operations Committee

From: Angela Lochtie, Treasurer/Deputy Clerk
Treasury Department

Date: 2024-12-17

Subject : **Agreement with Pembroke and Area Fiddling Association**

Recommendation:

That the Operations Committee approve the reduction of the Pembroke and Area Fiddling Association damage deposit from \$20,000 to an interest-bearing \$5,000 deposit and present an amended agreement to Council for passing at an upcoming meeting.

CAO Review :

I concur with the recommendations in the report.

David Unrau, P.Eng., PMP

Financial Comment:

The current agreement does not indicate the deposit to be interest bearing. The ability to earn interest must be specified in the agreement to be eligible. The City does currently retain some interest-bearing deposits on file related to development which earn interest at the City's rate of interest received, calculated annually on December 31.

Angela Lochtie
Treasurer/Deputy Clerk

Background:

The Treasurer for the Pembroke and Area Fiddling Association has reached out to the City regarding the status of their deposit and the interest status. A copy of the current agreement passed under City By-Law 2009-48 is attached for information.



Discussion:

As the scope of this event has decreased post-COVID, the Director of Parks and Recreation has recommended that this deposit be decreased to \$5,000 and the remaining \$15,000 returned to the Association.

Amended wording could be added to allow the remaining \$5,000 damage deposit to earn interest while deposited with the City moving forward given that historically, this deposit has not been required.

Alternatives Considered:

Maintaining the current agreement.

Strategic Plan Impact:

Our strategic plan supports the maintenance of strong relationships with City partners and user groups.

Attachments:

By-Law 2009-48

Respectfully submitted,

Angela Lochtie, Treasurer/Deputy Clerk
Treasury Department

THE CORPORATION OF THE CITY OF PEMBROKE

BY-LAW NUMBER 2009 – 48

A BY-LAW TO AUTHORIZE THE ENTERING INTO OF A
RIVERSIDE PARK REPAIR RESERVE FUND AGREEMENT BETWEEN
THE PEMBROKE AND AREA FIDDLEING ASSOCIATION AND
THE CORPORATION OF THE CITY OF PEMBROKE

WHEREAS the Council of the Corporation of the City of Pembroke desires to enter into a Riverside Park Repair Reserve Fund Agreement with the Pembroke and Area Fiddling Association;


NOW THEREFORE THE MUNICIPAL COUNCIL OF THE CORPORATION OF THE CITY OF PEMBROKE ENACTS AS FOLLOWS:

1. THAT the Mayor and Chief Administrative Officer be, and they are, hereby authorized to execute the Riverside Park Repair Reserve Fund Agreement between the Pembroke and Area Fiddling Association Inc. and the Corporation of the City of Pembroke, a copy of which is attached 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.

READ A FIRST AND SECOND TIME THIS 1st DAY OF SEPTEMBER, 2009.



Chief Administrative Officer/Clerk

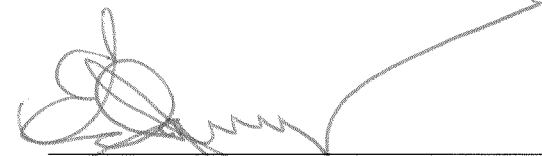


Mayor

READ A THIRD TIME AND PASSED THIS 1st DAY OF SEPTEMBER, 2009.



Chief Administrative Officer/Clerk



Mayor

SCHEDULE "A" TO BY-LAW 2009 – 48

THIS AGREEMENT FOR RIVERSIDE PARK REPAIR RESERVE FUND
made this 1st day of September, 2009.

BETWEEN:

THE PEMBROKE AND AREA FIDDLING ASSOCIATION INC.
(hereinafter referred to as "Fiddling Association")

OF THE FIRST PART

-AND-

THE CORPORATION OF THE CITY OF PEMBROKE
(hereinafter referred to as "City")

OF THE SECOND PART

WHEREAS a reserve fund has been established by the Fiddling Association to provide funds to the City to complete any repair work required at Riverside Park as a result of damage caused in conjunction with the annual Fiddling and Step Dancing event;

AND WHEREAS in consideration of a previous verbal agreement to establish a Riverside Park Repair Reserve Fund, the Pembroke and Area Fiddling Association Inc. and the Corporation of the City of Pembroke undertake to agree as follows:

- (1) The Fiddling Association shall make an annual contribution of \$6,000 to the City. This amount shall be placed in the dedicated Riverside Park Repair Reserve Fund.
- (2) The annual contribution shall be for a five year term, 2008 to 2012. The first contribution was received on December 29, 2008 with each additional contribution expected to be received by the City by October 1st of each remaining year of the term.
- (3) The reserve fund shall not exceed \$30,000. If the \$30,000 cap is achieved no further contributions will be required to be made by the Fiddling Association until required repairs reduce the reserve to below \$30,000, at which time contributions will resume until the reserve once again reaches \$30,000.
- (4) The City shall provide the Fiddling Association with information pertaining to where repairs are made, the type of repairs completed, and the costs relative to those repairs. This information shall be provided to the Fiddling Association on an annual basis prior to December 31st of each year of the term.
- (5) Funds from the Riverside Park Repair Reserve Fund shall only be used for repair work required at Riverside Park as a result of damage caused in conjunction with the annual Fiddling and Step Dancing event.

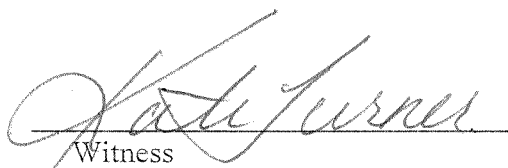
- (6) This agreement expires on December 31, 2012. The Fiddling Association shall notify the City in writing at least three months in advance of the date of termination as to whether the Fiddling Association wishes to enter into another five year term or not.
 - (i) If another term is not entered into, the remaining funds in the Riverside Park Repair Reserve Fund shall be used for repair work required at Riverside Park as a result of damage caused in conjunction with the annual Fiddling and Step Dancing event until the funds are depleted. The City shall still provide the Fiddling Association with information pertaining to where repairs are made, the type of repairs completed, and the costs relative to those repairs on an annual basis.

IN WITNESS WHEREOF the parties set their hands the day, month and year first written above.

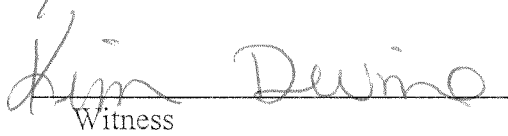
SIGNED, SEALED AND DELIVERED

In the presence of

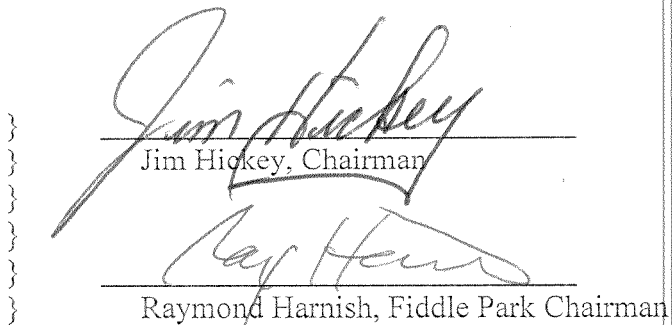
THE PEMBROKE AND AREA FIDDLING ASSOCIATION INC.




 Witness



 Witness



 Jim Hickey, Chairman




 Raymond Harnish, Fiddle Park Chairman

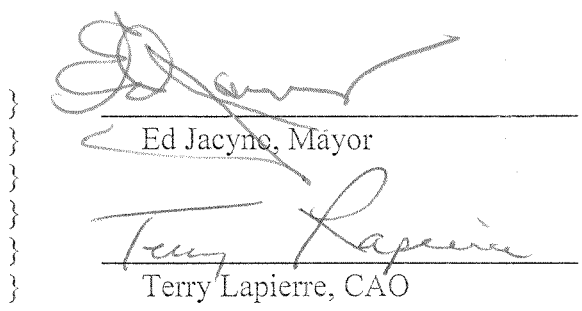
THE CORPORATION OF THE CITY OF PEMBROKE



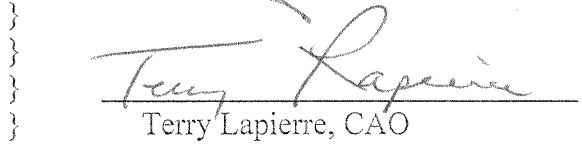
 Witness



 Witness



 Ed Jacyno, Mayor



 Terry Lapierre, CAO



Committee Report

To: Councillor Andrew Plummer
Operations Committee

From: Elijah McKeown
Tourism & Digital Media Officer

Date: 2024-12-17

Subject: Festival Hall Management Agreement

Recommendation:

That the Operations Committee recommend Council authorize the Mayor and Chief Administrative Officer to execute the agreement between the Consortium of the Municipal Councils of the City of Pembroke, the Township of Laurentian Valley, and the Town of Petawawa and Kitchissippi Productions Inc. for management services of Festival Hall @ L'Équinoxe and pass the corresponding by-law to formalize the agreement.

CAO Review:

I have reviewed the report and concur with the information.

David Unrau, P.Eng., PMP

Financial Comment:

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

Angela Lochtie
Treasurer/Deputy Clerk



Background:

Following the retirement of the previous service provider, the Consortium issued Request for Proposal (RFP) No. P-24-06 to identify a new operator for Festival Hall @ L'Équinoxe. The RFP process concluded with the selection of Kitchissippi Productions Inc., whose proposal demonstrated the best value and operational plan, emphasizing a modern, vibrant theatre and arts hub for the community.

Discussion:

The agreement between the Consortium and Kitchissippi Productions was approved by the Planning and Development Committee at its December 3, 2024 meeting. This report serves to formalize the approval by recommending the passage of the corresponding by-law authorizing the Mayor and CAO to execute the agreement.

The agreement outlines responsibilities for Kitchissippi Productions, including facility management, event programming, promotion, and securing grants, as well as the financial structure for compensation and revenue-sharing. It spans from January 1, 2025, to December 31, 2027, with an option for a one-year extension.

Alternatives Considered:

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

Strategic Plan Impact:

This recommendation supports the strategic priorities of "Excellent partnerships with other municipalities and organizations" and "Economic Development and Growth." By formalizing the agreement with Kitchissippi Productions, the Consortium ensures Festival Hall remains a key cultural and economic asset in the region.

Attachments:

By-law to Authorize the Entering of an Agreement between the Consortium and Kitchissippi Productions to Provide Management Services for the Operation of Festival Hall @ L'Équinoxe

Respectfully submitted,

Elijah McKeown
Tourism & Digital Media Officer

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**

Ron Gervais
Mayor

Victoria Charbonneau
Clerk

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

Between:

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

Hereinafter called the “Consortium”

of the First Part

And

Kitchissippi Productions Inc.

Hereinafter called “Kitchissippi Productions”

of the Second Part

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

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

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

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

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

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

1. Term of Contract

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

2. Representation and Duties

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

marketing and events platforms;

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

3. Conditions of Contract

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

and administrative rights at the conclusion of the term.

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

4. Kitchissippi Productions' Personnel

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

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

persons with disabilities

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

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

5. Technical Equipment

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

6. Compensation and Revenue Sharing

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

2025 until the conclusion of the term.

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

7. Remittance

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

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

8. Insurance

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

- e) Proof of the above insurance shall be provided to the City's Purchasing Manager/Deputy Treasurer prior to commencement of the work and on each and every anniversary date of the policy during the life of contract with the Consortium.

9. General Accounting

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

10. Consortium Responsibilities

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

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

11. Current Funds Held

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

12. Severability

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

13. Modification of Agreement

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

14. Dispute

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

15. Copyright

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

16. Default

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

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

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

17. Bankruptcy and Cancellation

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

18. Assignment of Contract

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

19. Notices

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

20. Headings

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

21. Governing Law

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

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

Signed, Sealed, and Delivered

in the presence of

The Corporation of the City of Pembroke

Per: _____
Ron Gervais, Mayor

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

The Corporation of the Township of Laurentian Valley

Per: _____
Steve Bennett, Mayor

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

The Corporation of the Town of Petawawa

Per: _____
Gary Serviss, Mayor

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

Kitchissippi Productions Inc.

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



Committee Report

To: Councillor Andrew Plummer
Operations Committee

From: Elijah McKeown
Tourism & Digital Media Officer

Date: 2024-12-17

Subject: **Municipal Accommodation Tax By-law Update**

Recommendation:

That the Operations Committee recommend to Council the approval of by-law 2024-72 being a by-law to amend by-law 2024-29 (establishment of a Municipal Accommodation Tax in the City of Pembroke).

CAO Review:

I have reviewed the report and concur with the information.

David Unrau, P.Eng., PMP

Financial Comment:

This amendment will not impact revenues or expenses.

Angela Lochtie
Treasurer/Deputy Clerk

Background:

The Municipal Accommodation Tax (MAT) was implemented in Pembroke under By-law 2024-29 to collect a 4% tax on accommodations within the municipality. The revenue generated supports local tourism and economic development initiatives. 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.



ORHMA has extensive experience managing MAT revenues in other municipalities across Ontario. Based on their operational expertise and best practices, ORHMA has requested that the collection and remittance of MAT revenues be conducted on a monthly basis instead of the current quarterly schedule. They have indicated that monthly reporting allows for more efficient financial administration, improved cash flow management, and streamlined processes for both accommodation providers and the City.

Discussion:

Staff has reviewed ORHMA's request and agrees with their assessment. Amending the collection schedule to monthly is not anticipated to create additional administrative burden for accommodation providers. Instead, it aligns Pembroke with standard practices in other municipalities and enhances financial oversight for MAT revenues.

No other changes to By-law 2024-29 have been proposed. The amendment solely reflects the change in the frequency of MAT collection and remittance. This adjustment is expected to result in more timely and predictable revenue flows, facilitating better fiscal planning for tourism initiatives.

Alternatives Considered:

Retaining the current quarterly schedule was considered. However, this approach does not align with the ORHMA request, which is based on their extensive experience with MAT administration across Ontario. Quarterly remittances could delay cash flow to the City, impacting the timely funding of tourism initiatives.

Strategic Plan Impact:

The recommended change to By-law 2024-29 aligns with the City of Pembroke's strategic goals of "Long-Term Financial Planning" and "Economic Development and Growth" as outlined in the 2023-2027 Strategic Plan. Monthly remittance of the MAT supports improved cash flow and financial predictability, enhancing the City's ability to develop additional revenue streams and maintain sustainable operations. These outcomes contribute to a thriving and vibrant community, as envisioned in the strategic plan.

Attachments:

Proposed Amended Municipal Accommodation Tax By-law (amendments from By-law 2024-29 are highlighted)

Respectfully submitted,

Elijah McKeown
Tourism & Digital Media Officer

The Corporation of the City of Pembroke

By-Law Number 2024-71

A by-law to amend 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.

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 17th Day of December, 2024

Ron Gervais
Mayor

Victoria Charbonneau
Clerk