



Agenda

Council Meeting

Tuesday, March 18, 2025

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 – March 4, 2025
 - ii. Adopt minutes from Committees
 - a. Operations Committee – February 18, 2025
 - iii. Receive minutes from Local Boards
5. **Delegations and Presentations**
6. **Business Arising from Delegations and Presentations**
7. **Staff and Committee Reports**
 - a. Operations Committee – Crandall Street Pumping Station Contract Tender Award No. 21-2045D
 - b. 2024 Remuneration Report for Elected and Appointed Representatives – Treasurer/Deputy Clerk Lochtie
8. **Proclamations**
9. **By-laws**
 - a. By-law 2025-29 A by-law to adopt a Municipal Accommodation Tax (MAT) revenue allocation policy
 - b. By-law 2025-30 A by-law to authorize the entering into a Municipal Forest Fire Agreement with Aviation, Forest Fire and Emergency Services a division of the MNR

- c. By-law 2025-31 A by-law to provide for the participation in the Renfrew County Mutual Aid Plan
- d. By-law 2025-32 A by-law to authorize the sale of municipally owned property 124 Woodcrest Drive (McCool Business Park) to Storage Suites Developments Inc.
- e. By-law 2025-33 A by-law to adopt a Tangible Capital Asset Policy
- f. By-law 2025-34 A by-law to enter into a Riverside Park repair reserve fund agreement with the Pembroke and Area Fiddling Association
- g. By-law 2025-35 A by-law to authorize entering into a Transit Service Agreement

10. Motions

- a. Resolution 25-03-28 Ottawa River Power Corporation – Request for Municipal Support Resolution for ORPC's SREPs Grant Application

11. Correspondence

12. Mayor's Report

13. Notices of Motion

14. Councillor Updates

15. Closed Session

16. Business Arising from Closed Session

- Disclosure of any Pecuniary Interest Declared
- Statement Resulting from Closed Session

17. Confirming By-law

- Confirming By-law 2025-36

18. Adjournment

Draft City of Pembroke Council Meeting

Council Chambers
Pembroke, Ontario
March 4, 2025
8:32 p.m.

1. Call to Order

Present:

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

Regrets:

Also Present:

David Unrau, Chief Administrative Officer
Victoria Charbonneau, Municipal Clerk

Mayor Gervais called the regular meeting of Council to order at 8:32 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 – February 18, 2025

Resolution: 25-03-01

Moved by Councillor Plummer

Seconded by Councillor Kuehl

That the minutes of the Regular Meeting of Council of February 18, 2025, be approved as circulated.

Carried

b. Special Meeting of Council – February 25, 2025

Resolution: 25-03-02

Moved by Councillor Kuehl

Seconded by Councillor Plummer

That the minutes of the Special Meeting of Council of February 25, 2025, be approved as circulated.

Carried

ii. Adopt minutes from Committees

a. Finance and Administration Committee Meeting – January 7, 2025

Resolution: 25-03-03

Moved by Councillor Lafreniere

Seconded by Councillor Kuehl

That the minutes of the Finance and Administration Committee meeting held on January 7, 2025 be adopted as circulated.

Carried

b. Finance and Administration Committee Budget Meetings – December 10 and 11, January 6, 14, and 27, 2025

Resolution: 25-03-04

Moved by Deputy Mayor Abdallah

Seconded by councillor Lafreniere

That the minutes of the Finance and Administration Committee Budget meetings held on December 10 and 11, 2024, January 6, 14, and 27, 2025 be adopted as circulated.

Carried

c. Striking Committee Meeting – January 7, 2025

Resolution: 25-03-05

Moved by Councillor Jacyno

Seconded by Councillor Kuehl

That the minutes of the Striking Committee meeting held on January 7, 2025 be adopted as circulated.

Carried

iii. Receive minutes from Local Boards

Resolution: 25-03-06

• Pembroke Public Library Board – January 16, 2025

Moved by Councillor Plummer

Seconded by Councillor Jacyno

That the minutes of the Pembroke Public Library Board of January 16, 2025 be received as circulated.

Carried

5. Delegations and Presentations

a. Councillor Lafreniere

- A grade 5/6 class from Cathedral Elementary school recently visited City Hall and the students had engaging conversations with the Mayor and herself. The students also presented poems that wrote about Pembroke.

- Councillor Lafreniere will be featuring the poems from the students at each Council meeting to display the community pride and talents of Pembroke youth. Readings of the poems can be viewed on the meeting recordings on the City's YouTube page.

6. Business Arising from Delegations and Presentations**7. Staff and Committee Reports**

- a. Striking Committee - Appointment to the Accessibility Advisory Committee

Resolution 25-03-07

Moved by Councillor Jacyno

Seconded by Councillor Plummer

That David Sloan be appointed to the City of Pembroke Accessibility Advisory Committee.

Carried

- b. Striking Committee – Establishment of Anniversary Committee

Resolution 25-03-08

Moved by Councillor Kuehl

Seconded by Councillor Lafreniere

That the City Council approve the establishment of a City of Pembroke Anniversary Committee; and

Furthermore, that staff be directed to advertise the positions for community volunteers and bring back a report to Striking Committee for review at a future meeting.

Carried

8. Proclamations

- a. Amyloidosis Awareness Month – March 2025

Mayor Gervais proclaimed March 2025 Amyloidosis Awareness Month in the City of Pembroke.

- b. International Women's Day – March 8, 2025

Mayor Gervais proclaimed March 8, 2025 International Women's Day in the City of Pembroke.

9. By-laws

- a. 2025-24 User Fees and Charges

Resolution: 25-03-09

Moved by Deputy Mayor Abdallah

Seconded by Councillor Plummer

That By-law 2025-24, 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, 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

- b. 2025-25 Transfer Payment Agreement - ZEVIP

Resolution: 25-03-10

Moved by Deputy Mayor Abdallah

Seconded by Councillor Plummer

That By-law 2025-25, being a by-law to authorize the entering into of a Contribution Agreement for the Zero Emission Vehicle Infrastructure Program (ZEVIP) between His Majesty the King in right of Canada and the Corporation City of Pembroke, 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

c. 2025-26 Emergency Management Program and Emergency Plan

Resolution: 25-03-11

Moved by Councillor Plummer

Seconded by Councillor Jacyno

That By-law 2025-26, being a by-law to authorize and adopt the City of Pembroke's Emergency Management Program and Emergency Plan , 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

d. 2025-27 Adopt A Community Recreation Grant Policy

Resolution: 25-03-12

Moved by Councillor Lafreniere

Seconded by Councillor Kuehl

That By-law 2025-26, being a by-law to adopt a Community Recreation Grant Policy for The Corporation of the City of Pembroke, 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

10. Motions

a. Community Improvement Plan Application for A-1085 Pembroke Street West

Resolution: 25-03-13

Moved by Councillor Jacyno

Seconded by

Be It Resolved That the Corporation of the City of Pembroke approves the application from Michelle Van Dromme, tenant of A-1085 Pembroke St. W., for the Community Improvement Plan Façade Improvement Grant.

The applicant must comply with grant guidelines of the Façade Improvement Grant and will have 18 months to complete all work and submit receipts in order to receive the grant. The grant total awarded to this applicant is \$1,185.

Carried

11. Correspondence

Resolution 25-03-14

a. Horace Street Petition

Moved by Councillor Kuehl

Seconded by Deputy Mayor Abdallah

That the Pembroke broke City of Council receive the Horace Street Petition; and

That the City Of Pembroke Council refer the concerns highlighted in the Horace Street Petition to the Director of Operations with direction to report back on the matter a future Operations Committee meeting.

Carried

12. Mayor's Report

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

- February 20 – attendance at the grand re-opening of Pembroke McDonalds
- February 22- attendance at the Pembroke Legion awards ceremony
- February 22 – attendance at the Coldest Night of the Year Walk
- March 1- attendance at the Seniors Active Living Fair held by the Pembroke 50 plus Active Living Centre.
- March 3 – attendance at the Renfrew-Nipissing-Pembroke King Charles III Coronation Medal Presentation Ceremony

13. Notices of Motion

14. Councillor Updates

Councillor Lafreniere

- Noted that the Pembroke Civic and Youth Awards Committee met March 3 and that applications will be opened for nomination papers will be available in the near future.

Councillor Jacyno

- Condolences for the passing of Terry Houghton. Councillor Jacyno provided an overview of Terry's contributions to the Marine Corps along with the Pembroke community.

Deputy Mayor Abdallah

- Acknowledgement of Gerald Tracey and the Eganville Leader as they announce the end of publications from the media source. The paper served the community for 123 years.
- On Demand Transit Service has published a website project/service www.ORTC.ca
- The Farmer's Market will have the Community Garden back to sell rain barrels for the 4th year

Councillor Kuhel

- Attendance at the OPP and Fellowes hockey game – it was a close game going into over time and a shoot out to see the student team win in the end. Great job done by all.
- Festival Hall Update for a number of events up and coming at the cultural centre. Anyone interested in learning more can visit their new website www.festivalhall.ca

15. Closed Session

16. Business Arising from Closed Session

17. Confirming By-law

- Confirming By-law 2025-28

Resolution: 25-03-15

Moved by Councillor Lafreniere

Seconded by Councillor Kuehl

That By-law 2022-28 to confirm the proceedings of the Regular Meeting of Council of March 4, 2025, 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

18. Adjournment

Resolution: 25-03-16

Moved by Deputy Mayor Abdallah

Seconded by Councillor Plummer

That the March 4, 2025, regular meeting of Council adjourn at 9:05 p.m.

Carried

Ron Gervais
Mayor

Victoria Charbonneau
Municipal Clerk

Operations Committee Meeting Draft Minutes

Council Chambers
Pembroke, Ontario
February 18, 2025
8:00 p.m.

1. Call to Order

Present:

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

Also Present:

David Unrau, Chief Administrative Officer/Deputy Clerk
Victoria Charbonneau, Municipal Clerk
Angela Lochtie, Treasurer/Deputy Clerk
Marsha Hawthorne, Deputy Treasurer
Brian Lewis, Director of Operations
Colleen Sauriol, Director of Planning, Building and By-Law

2. Disclosure of Pecuniary Interest and General Nature Thereof

There were no disclosures of pecuniary interests declared.

3. Approval/Amendment of Meeting Agenda

Resolution OPS 25-02-01

Moved by Deputy Mayor Abdallah

Seconded by Mayor Gervais

That the agenda of the Operations Committee meeting of February 18, 2025, be approved as circulated.

Carried

4. Approval of Minutes

a. Operations Committee – January 21, 2025

Resolution OPS 25-02-02

Moved by Councillor Jacyno

Seconded by Councillor Purcell

That the minutes of the Operations Committee meeting of January 21, 2025, be approved as circulated.

Carried

5. Business Arising from Minutes

There was no business arising from the minutes.

6. New Business

a. Budget 2025

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

- High level points from the property taxation budget including \$42 million operating budget, \$22.4 million capital projects, \$27.4 million tax levy (funding raised through property taxes), 8.98% levy increase (after growth), 8.92% tax increase.
- There are programs available for low-income homeowners through the province of Ontario (Ontario Energy and Property Tax Credit OEPTC and Ontario Senior Homeowners' Property Tax Grant OSHPTG), it was noted that the treasury department can be contacted for assistance.
- It was clarified that the County of Renfrew levy is applied to lower tier municipalities, but not the City of Pembroke (as the city is a single tier municipality)
- The rates published by the city are final. Lower tier municipalities will have their tax rate plus the County levy.

b. Temporary Amendment to Procurement By-law

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

- The city has had proactive conversations with the County on this matter.
- City staff has done some pre-work with large vendors, without many available answers. Conversations are continuing to try and access the implications if the tariffs do pass.
- Municipalities make up for a significant portion of procurement dollars in the economy and our collective actions can make impacts on the Canadian economy.

c. 2024 Pollution Control Centre Annual Compliance Reports

Director Lewis presented the information report.

d. Pembroke Drinking Water System 2024 Annual Water Reports

Mr. Lewis presented the information report. A discussion was held, and the following points were raised:

- There was a noted 100% compliance for 2025-2025 for inspection period.
- Copy of annual report is available for inspection at City Hall, website and at City Hall.

e. Blue Box Transition and Promotion and Education Plan

Mr. Lewis presented the information report. A discussion was held, and the following points were raised:

- Report and recommendation will be brought in the future to committee when the surplus is determined.

f. L'Equinoxe Public Elementary and Secondary School – Isabella Street Works

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

- Questions around visibility by the proposed new parent drop off
- Busses parked on Murray Street – through discussion with School board and transportation company, vehicles are not to be parked there. This point has been noted and will be brought forward in future discussions with other parties.

- Festival Hall area gets very congested at school drop off and pick up times and should be considered in the overall plan.
- It was relayed by staff that once the design is finalized these will be considered/assessed.
- It was asked if bus staging been considered (timing for busses etc.)
- It was responded that staff have been working on these matters for approximately 3 years and continue to work with school board as much as possible to address. Once the design is done further steps will be taken to ensure and increase safety and efficiency as much as possible for students and staff of the school

Resolution OPS 25-02-03

Moved by Deputy Mayor Abdallah

Seconded by Mayor Gervais

That the Operations Committee approve the concept in principle of a bus layby on Isabella Street and parent drop off on Christie Street for the L'Equinoxe School, as presented.

Carried

g. Bishop Smith Catholic High School – Entrance off Horace Street

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

- Importance of safety aspects of a second entrance to the site were discussed (having more than one entry/exit point to the school site).
- There is currently only one way into the site, which is a big safety concern. This issue needs to be addressed and is the largest issue at hand in this matter.
- Questions around the impact on the street infrastructure, and the turning degrees of large vehicles (e.g. busses).
- Staff response included that the area intersections are standard size, and that Consultants will need to ensure bus turning requirements are met.
- Infrastructure – road is built to City standards and can withstand flow of traffic including large vehicles.
- Comments regarding the student pedestrian traffic that cuts through Horace Street with no sidewalks. Does the design plan account for the inclusion of sidewalks?
- Response included those provisions for sidewalk on Horace Street will be taken to the school board and consultant for consideration.
- Have the residents of Horace Street area been consulted in this matter; will they be consulted?
- Will the city need to be put up signage for the bus entrance and exit?
- It was responded that the city will maintain the city road allowance on the first part of the extension. The second section will be considered a private road, and the property owner (school board) will be required to pay for signage on city owned portion and the signage on property past open road allowance. It was stated that a bus only sign be posted and then private road notification signage be posted all at the cost of the school board.
- There was clarification around the motion stated indicating that the motion before committee is only to approve the concept of the design. Further discussions will ensure land costs/sale can be discussed at a later date.
- A traffic management plan impact study is required to address the impact of traffic heading south on Eganville road.

Resolution OPS 25-02-04

Moved by Mayor Gervais

Seconded by Councillor Purcell

That the Operations Committee approve the concept in principle, for the sale of non-viable lands and the construction of a bus entrance off the end of Horace Street for Bishop Smith Catholic High School, as presented.

Carried

h. 1036 Pembroke Street East – Septage Dumping

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

- What costs are built into the septage fee service?
- Response included that the city charges a significant cost as this service is hard on infrastructure and the charge reflects costs associated with overall maintenance on city infrastructure to provide this service.
- In the instance outlined in the report, the substance being pumped is not considered septage and therefore the septage rate is not determined to be reasonable.
- What the city will be covering to provide the service outlined in the report is the electricity required due to the volume from the pumping action. This cost for electricity is anticipated to be nominal.
- Is the \$4,850 a reasonable recovery of cost for the service and is manpower required /labour built into the service fee. Staff response confirmed the recovery rate proposed is reasonable and manpower/labour is considered covered in the service fee charged.

Resolution OPS 25-02-05

Moved by Deputy Mayor Abdallah

Seconded by Councillor Lafreniere

That the Operations Committee endorse and recommend to Council option # 2 as outlined in the report to committee:

Charge only the established rate for sewer to a commercial establishment but allow for the owner to dispose of septage at the city facility with no septage receiving rates being charged. Furthermore, that the property owner be responsible for all costs associated with the hauling of the septage.

Carried

i. Tree Disposal Facility Update

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

- Without expanding the use of life for the current proposed site is estimated at approximately 20 years
- It was stated that the Forced Road property appears to be better suited for development opposed to be tree disposal facility.
- Staff responded that the parcel may not be feasible for development outside of industrial use. There may be some components to the land (from previous use of site due to the Shook Mills) that could pose some challenges for development, resulting in the current site to be zoned industrial.
- It was confirmed \$110,000 would be lost dollars (money the city has expended on the Forced Road site (installation of monitoring wells and the Hydrogeological Assessment, along with a Stage 1 Archaeological Assessment) plus the cost of new land costs if City decides to go with a different property.
- Consultants did a tabletop exercise for a tree disposal facility on a vacant property that recently became available. The site ticked all initial boxes for criteria of use for a tree disposal facility.

- Water/sewer is not available to the Forced Road property to allow for residential development.

Resolution OPS 25-02-06

Moved by Deputy Mayor Abdallah

Seconded by Councillor Jacyno

That the City of Pembroke Operations Committee endorse and recommend to Council option A.1:

Continue with the establishment of a Tree Disposal Facility at the Forced Road location.

Councillor Kuehl called for a recorded vote.

Yea: Mayor Gervais, Deputy Mayor Abdallah, Councillors, Jacyno, Lafreniere, Plummer, Purcell

Nea: Councillor: Kuehl

Carried 6:1

Extend the Hour - 9:52 p.m.

Resolution OPS 25-02-07

Moved By Mayor Gervais

Seconded by Deputy Mayor Abdallah

That the hour be extended to consider business after 10:00 p.m., as per Section 7.2.6 of the Procedural By-law.

Carried

7. Adjournment

Resolution OPS 25-02-08

Moved by Mayor Gervais

Seconded by Deputy Mayor Abdallah

That the Operations Committee meeting of February 18, 2025, adjourn at 9:56 p.m.

Carried



Tuesday, March 18, 2025

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

Moved by:

Seconded by:

That Tender Contract No. 21-2045D for Crandall Street Pumping Station Upgrade, be awarded to Black and McDonald Limited in the amount of \$789,675.00 plus HST; and

That additional expenditures in the amount of \$50,000.00 be approved for a contingency allowance; and

That the budget shortfall be funded from surplus funds in the Highway 148 Reconstruction project.

The total value of the recommendations equal \$839,675.00 plus applicable HST.

Carried

Mayor



CITY OF PEMBROKE

1 Pembroke Street
East
Pembroke, Ontario
K8A 3J5
Tel. 613-735-6821

**Chief Administrative
Officer & Human
Resources**

Extension 1330
Fax: 613-735-3660

Finance

Extension 1320
Fax: 613-735-3660

Fire

Extension 1201
Fax: 613-732-7673

OPP Administration
613-732-3332

**Economic
Development
Culture, & Tourism**

Extension 1303
Fax: 613-735-3660

Operations

Extension 1409
Fax: 613-732-1421

**Planning, Building &
By-Law
Enforcement**

Extension 1304
Fax: 613-735-3660

Purchasing

Extension 1409
Fax: 613-732-1421

Parks & Recreation

Extension 1501
Fax: 613-635-7709

general email:

pembroke@pembroke.

Council Report

To: Mayor Ron Gervais
Members of Council

From: Angela Lochtie
Treasurer/Deputy-Clerk

Date: March 18, 2025

**Re: 2024 Remuneration Report for Elected and Appointed
Representatives**

Attached you will find the 2024 Statement of Remuneration for Council and local board members.

This information has been prepared in accordance with Section 284 of Ontario's *Municipal Act, 2001*, and includes Council honorarium paid as provided for in City of Pembroke By-Law 2019-02.

The statement also includes all other expenses reimbursed directly to members of Council and local boards for out of pocket expenses incurred in respect of his/her capacity as a member as per City of Pembroke By-Law 2024-38.

As prescribed in the *Act*, this information is being provided to Council on or before the 31st day of March, 2025.

Respectfully submitted,

Angela Lochtie
Treasurer/Deputy-Clerk

cc: D. Unrau, CAO

The Corporation of the City of Pembroke

2024 Remuneration Report

Elected Officials

Mayor Ron Gervais

Type of Remuneration	Remuneration Amount
Honorarium	48,712.80
Administration Allowance	2,080.00
Committee Chair Allowance	0.00
Council Committee Vice Honor	750.00
Pembroke Police Service Board	2,500.00
Pembroke Public Library Board	200.00
City/County Liaison Committee	296.00
Conferences/Meetings	1,226.35
Total	55,765.15

Deputy-Mayor Abdallah

Type of Remuneration	Remuneration Amount
Honorarium	26,863.52
Administration Allowance	2,200.00
Committee Chair Allowance	1,500.00
Council Committee Vice Honor	0.00
Ottawa River Energy Solutions	750.00
Pembroke Public Library Board	500.00
City/County Liaison Committee	148.00
Conference/Meetings	2,000.00
Total	33,961.52

Councillor Ed Jacyno

Type of Remuneration	Remuneration Amount
Honorarium	23,781.54
Administration Allowance	1,700.00
Committee Chair Allowance	1,500.00
Council Committee Vice Honor	750.00
Ottawa River Power Corp.	6,503.60
Renfrew County Community Services Committee	210.00
Planning Advisory & Adjustment Committee	351.50
City/County Liaison Committee	296.00
Conferences/Meetings	850.68
Total	35,943.32

Councillor Ian Kuehl

Type of Remuneration	Remuneration Amount
Honorarium	23,781.54
Administration Allowance	1,700.00

Type of Remuneration	Remuneration Amount
Committee Chair Allowance	0.00
Council Committee Vice Honor	750.00
Planning Advisory & Adjustment Committee	632.70
Conferences/Meetings	0.00
Total	26,864.24

Councillor Pat Lafreniere

Type of Remuneration	Remuneration Amount
Honorarium	23,781.54
Administration Allowance	1,700.00
Committee Chair Allowance	1,500.00
Council Committee Vice Honor	0.00
Pembroke Police Service Board	2,000.00
Renfrew County Health Committee	350.00
City/County Liaison Committee	296.00
Conference/Meetings	0.00
Total	29,627.54

Councillor Andrew Plummer

Type of Remuneration	Remuneration Amount
Honorarium	23,781.54
Administration Allowance	1,700.00
Committee Chair Allowance	1,500.00
Council Committee Vice Honor	0.00
Ottawa Valley Waste Management Board	1,800.00
Ottawa River Power Corp.	8,861.60
Pembroke and Area Airport Commission	210.00
Conference/Meetings	0.00
Total	37,853.14

Councillor Troy Purcell

Type of Remuneration	Remuneration Amount
Honorarium	23,781.54
Administration Allowance	1,700.00
Committee Chair Allowance	0.00
Council Committee Vice Honor	750.00
Conferences/Meetings	0.00
Community Services Committee per diem	280.00
Pembroke Public Library Board	300.00
Renfrew County and District Health Unit	3,325.00
Conferences/Meetings	2,000.00
Total	32,136.54

Total Remuneration for Elected Officials: 252,151.45

Appointed Representatives

Pembroke Police Services Board

Name of Individual	Remuneration Amount
Dezai Bair-Patel – Honorarium	1,296.46
Michael St. Jean - Honorarium	2,000.00
Michael St. Jean – Conference/Mileage	718.05
Christine Reavie - Honorarium	2,000.00
Total	6,014.51

Pembroke and Area Airport Commission

Name of Individual	Remuneration Amount
Michael St. Jean	175.00
Total	175.00

Pembroke Public Library Board

Name of Individual	Remuneration Amount
Renelle Charron	500.00
Bill Halkett	100.00
Justin Jeffery	500.00
Total	1,100.00

Planning Advisory & Adjustment Committee (PAAC)

Name of Individual	Remuneration Amount
Romeo Levasseur	232.75
Marie-Josée Levesque	266.00
Marcel Mantha	266.00
Gary Severin	399.25
Total	1,164.00

Ottawa Valley Waste Management Board

Name of Individual	Remuneration Amount
William Halkett (Public Liaison Committee)	75.00
Total	75.00

Total Remuneration for Appointed Representatives: 8,528.51

Grant Total: 260,679.96

The Corporation of the City of Pembroke

By-law Number 2025-29

A By-law to adopt a Municipal Accommodation Tax (MAT) Revenue Allocation Policy for The Corporation of the City of Pembroke

Whereas the *Municipal Act*, S.O. 2001, Chapter 25, Section 224, provides the authority for municipalities to develop and evaluate the policies and programs for the municipality and to ensure that administrative practices and procedures are in place to implement the decisions of Council; and

Whereas the City of Pembroke is committed to supporting tourism development, economic growth, and community engagement in alignment with the City's strategic priorities;

And Whereas the Finance and Administration Committee of the Corporation of the City of Pembroke did, on March 4, 2025, endorse the policy;

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

1. That the Corporation of the City of Pembroke adopts the attached policy hereto and forming a part hereof as Schedule "A".
2. That this by-law shall come into force and take effect on the date of passing.

Passed and Enacted this 18th Day of March, 2025.

Ron Gervais
Mayor

Victoria Charbonneau
Clerk



Corporate Policy

Policy: Municipal Accommodation Tax (MAT) Revenue Allocation

Main Contact: Tourism and Digital Media Officer

Last Revision: March 2025

Policy Statement

The City of Pembroke is dedicated to advancing tourism, economic growth, and community engagement in line with Council's strategic priorities. This Municipal Accommodation Tax (MAT) Revenue Allocation Policy ensures the transparent and effective distribution of MAT funds to support tourism development, local culture, and economic activity.

Input from the Pembroke Tourism and Culture Advisory Committee (PTCAC) and key stakeholders has been considered to guide equitable funding decisions that reflect the needs of both the tourism sector and the broader community.

1. Purpose

The purpose of this report is to outline the allocation of the municipal portion of the Municipal Accommodation Tax (MAT) revenue, ensuring alignment with Council's strategic priorities for tourism development, economic growth, and community engagement. The recommendations herein reflect input from the Pembroke Tourism and Culture Advisory Committee (PTCAC) and key stakeholders.

2. Background

As per By-law 2024-72, the MAT was implemented on January 1, 2025, applying a 4% tax on transient accommodations of less than 30 days within the City. 50% of net MAT revenue is allocated to the Ottawa Valley Tourist Association (OVTA) under the City-OVTA Agreement (2025-2027), with the remaining 50% retained by the City.

3. Guiding Principles

The allocation of MAT revenues will adhere to the following principles:

- **Transparency and Accountability:** The City will ensure that MAT funds are allocated and reported in a clear and responsible manner.

- **Economic and Tourism Development:** Investments must align with the City's strategic priorities to enhance the local economy and visitor experience.
- **Flexibility and Long-Term Planning:** Funds may be spent annually or banked for major tourism-related projects.
- **Stakeholder Engagement:** Input from local tourism operators, businesses, and residents will be considered when allocating MAT funds.
- **Balanced Investment:** MAT funds shall be allocated strategically across multiple priority areas to ensure a well-rounded approach to tourism development, preventing disproportionate investment in a single area while addressing diverse needs and opportunities.

4. Eligible Uses of MAT Revenues

The municipal portion of MAT revenues shall be allocated to initiatives that directly or indirectly support tourism, including:

4.1 Tourism Marketing and Events

- Destination marketing campaigns.
- Support for key tourism events.
- Promotional initiatives to attract visitors.

4.2 Tourism Infrastructure and Public Spaces

- Wayfinding signage and visitor information resources.
- Beautification projects that enhance the visitor experience.
- Improvements to public spaces that attract tourists.

4.3 Recreation Programs and Facilities Impacting Visitors

- Investments in recreational and cultural infrastructure and facilities that benefit both tourists and residents.
- Enhancements to parks, trails, and waterfront areas.

4.4 Staffing and Support for Tourism Initiatives

- Hiring of staff or consultants to manage or coordinate tourism-related projects.
- Administrative support for tourism initiatives.

4.5 Support for Local Tourism Operators

- Grant programs for tourism-related businesses and organizations.
- Collaborative funding for new tourism initiatives.

5. Reserve Fund and Banking of MAT Revenues

- Unspent municipal MAT funds will be placed in a MAT Reserve Fund to be allocated for future large-scale tourism projects.
- The City may choose to bank a portion of annual MAT revenues to ensure sustainable funding for long-term initiatives.

6. Reporting and Transparency

- The City shall prepare an Annual MAT Report detailing:
 - Total MAT revenues collected.
 - Allocation of MAT funds by category.
 - Outcomes and impacts of funded projects.

5. Conclusion

The allocation of the municipal portion of MAT funds will follow a structured approach to ensure maximum impact on tourism development in Pembroke. This policy ensures that the funds collected through the MAT are used to directly benefit and enhance the local tourism industry, in alignment with the expectations of stakeholders and best practices in municipal governance.

The initial review of funds will take place in time for 2026 Budget deliberations.

Through transparent reporting, responsible financial management, and a commitment to reinvesting in tourism and visitor-focused initiatives, this policy will help support a thriving and sustainable tourism economy in Pembroke for years to come.

Authority

This policy is established pursuant to Section 224 of the *Municipal Act, 2001* which allows a municipality to develop and evaluate the policies and programs for the municipality and to ensure that administrative practices and procedures are in place to implement the decisions of Council.

Monitoring

Updates to this policy will be made as necessary by the Tourism and Digital Media Officer and presented to City Council for approval.

Change History

Policy: Municipal Accommodation Tax (MAT) Revenue Allocation

Effective Date	Significant Changes	By-Law #
March 18, 2025	Establishment of Policy	2025-29

The Corporation of the City of Pembroke

By-law Number 2025-30

A By-law to authorize the entering into a Municipal Forest Fire Agreement between the City of Pembroke and Aviation, Forest Fires and Emergency Services (AFFES) a division of the Ministry of Natural Resources (MNR)

Whereas pursuant to 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 the *Municipal Act*, S.O. 2001, c. 25, as amended, provides that a single-tier municipality may pass by-laws respecting the economic, social and environmental well-being of the municipality; and

Whereas the Municipal Council of the Corporation of the City of Pembroke desires to enter into a Municipal Forest Fire Agreement with AFFES for the provision of forest fire management services.

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

1. That the Mayor and Chief Administrative Officer are hereby authorized to execute the Municipal Forest Fire Management Agreement between the City of Pembroke and Aviation, Forest Fires and Emergency Services; a copy of which is attached and marked as Schedule "A" to this by-law.
2. This by-law shall come into force and take effect upon the date of the final passing thereof.

Passed and enacted this 18th Day of March 2025.

Ron Gervais
Mayor

Victoria Charbonneau
Clerk

This Municipal Forest Fire Management Agreement (hereinafter referred to as "Agreement")
made in duplicate this day of , 20 .

BETWEEN:

His Majesty the King in right of Ontario as represented by the Minister of
Natural Resources (hereinafter referred to as the "Ministry" or "MNR")

AND

The Corporation of **The City of Pembroke**
(hereinafter referred to as the "Municipality")

WHEREAS the Municipality, being located in a fire region, is responsible to extinguish at its
expense Fires (defined below) within its limits pursuant to Section 21(1) of the *Forest Fires
Prevention Act*, R.S.O. 1990, c. F-24, and its regulations (hereinafter referred to as "FFPA"), as
amended or replaced from time to time; and

WHEREAS the parties wish to enter into this Agreement pursuant to Section 19 of the FFPA
with respect to the prevention, control and extinguishment of Fires within the limits of the
Municipality and the Unincorporated Territory (defined below), if applicable;

THEREFORE in consideration of the mutual promises and agreements set out below and other
good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged,
the parties agree as follows:

DEFINITIONS

1. In this Agreement the following terms have the following meanings:
 - a) "Apparatus" means a Fire service vehicle that carries firefighting personnel and/or
equipment, including without limitation pumpers, tankers and boats, and a Fire response
vehicle that carries portable firefighting equipment to suppress Fires;
 - b) "Border Fire" means a Fire that straddles any part of a boundary between the Crown
Protection Area and the Municipal Protection Area;

- c) “Comprehensive Protection Charge” and “CPC” mean either the annual rate for each hectare of Patented Land within the Crown Protection Area payable by the Municipality to the Ministry or the annual rate for each hectare of unalienated Crown land owned by the Crown in right of Ontario within the Municipal Protection Area payable by the Ministry to the Municipality (set out in Appendix “A” attached hereto and forming part hereof which will be annually adjusted prior to the start of the Fire Season annually to reflect the annual rate per hectare as set out in Appendix “C”), is charged with respect to land protected by one party for the other party and comprises all costs for prevention, management, and suppression of Fires;
- d) “Consumer Price Index” and “CPI” mean the index published by Statistics Canada for September of one year to August of the next year for the Province of Ontario in the All - Items category as defined by Statistics Canada;
- e) “Crown Protection Area” and “CPA” mean the area(s) within the limits of the Municipality designated in Appendix “B” attached hereto and forming part hereof which the Ministry has prime responsibility, as between the parties, for responding to Incidents and suppressing Fires subject to the terms and conditions of this Agreement;
- f) “Fire” means any type of outdoor fire, including without limitation a campfire, grass, brush or forest fire, a fire in a charcoal barbecue, an outside wood burning furnace or a stove;
- g) “Fire Season” means the period from April 1 to October 31 in each year (as set out in Section 10 of the FFPA);
- h) “Incident” means a report of smoke or Fire to either party which is required to be investigated by the applicable party to determine if a Fire is occurring or an infraction of the FFPA or a municipal bylaw may be occurring;
- i) “Municipal Protection Area” and “MPA” mean the area(s) within the limits of the Municipality designated in Appendix “B” and any area(s) within an area of Unincorporated Territory deemed to be included in the MPA with the written agreement of the parties pursuant to paragraph 4 b) which the Municipality has prime responsibility, as between the parties, for responding to Incidents and suppressing Fires subject to the terms and conditions of this Agreement;
- j) “Officer” means an officer as defined in or those persons deemed to be officers for the purposes of the FFPA;
- k) “Patented Land” means all privately owned land and patented land acquired and owned by the Crown in right of Ontario; and
- l) “Unincorporated Territory” means an area(s) which may be represented by a local services board where Fire protection services may be provided by the adjacent Municipality under the terms within their Municipal agreement. This area will be deemed to be included as part of the MPA area with the written agreement of the parties pursuant to paragraph 4 b).

FIRE PREVENTION AND COMPLIANCE

2. a) The Municipality at its expense shall:
 - i) when implementing a Fire prevention plan for all areas of the Municipality, design a Fire prevention/education program based on the principles of the Ministry's FireSmart program;
 - ii) control open air burning in a coordinated fashion in the Municipality through bylaws or a municipal Fire permit system consistent with the FFPA and applicable Ministry of Environment guidelines, as may be amended or replaced from time to time; and
 - iii) be responsible for the management and enforcement of any municipal Fire permit system enacted by it under authority of a bylaw.
- b) The Ministry at its expense shall be responsible for Fire prevention activities for areas of Unincorporated Territory when included under the terms of this agreement.

ANNUAL FIRE SUMMARY

3. Each party shall provide a written summary of all Fires (Appendix "G") which it actioned under the Agreement during the most recent Fire Season to the other party on or before November 30th of each year that this Agreement is in effect.

CHANGES TO CROWN PROTECTION AREA AND MUNICIPAL PROTECTION AREA

4. a) The CPA and MPA may be amended at any time upon terms satisfactory to both parties from November 1 to March 31 of any year during the Agreement with Appendix "A and B" being revised to reflect such changes agreed upon by the parties. All proposed changes must be implemented before April 1. However, when any of the following occur within the limits of the Municipality, the parties shall review as soon as possible the affected land area to determine which designation (CPA or MPA) applies to the area in question:
 - Annexation of land area;
 - Adjustment of the Municipality's boundaries; or
 - Large areas of recent storm/insect damage.

Implementation of the applicable designation to the area in question shall occur as soon as possible so that Incident response and Fire suppression services are provided.

- b) An area(s) of Unincorporated Territory may be deemed to be included in the MPA with Appendix "A" and Appendix "B" being revised to reflect such changes agreed upon by the parties. In such circumstances, the Municipality shall pass such by-laws as may be required to allow its Fire Department to leave the Municipality to respond to Incidents and to suppress Fires in the Unincorporated Territory.

TRAINING REQUIREMENTS

5. a) The Municipality agrees that the following Ministry Fire training programs will be taught to all staff within the Municipality's Fire Department assigned to Fire operations:
- Wildland Firefighter Training for Fire Agencies (SP103); and
 - Air Attack Safety Training Module for Municipal Fire Operations.
- b) Following execution of the Agreement by both parties, the Ministry shall provide the Municipality free of charge the instructor training kit for each course listed in paragraph 5 a). The kits are designed to be utilized by local Fire Department training programs. The Ministry will provide technical advice if required to assist Municipality instructors to understand the training material as presented in the kits.
- c) The Municipality shall ensure that all Municipality staff responsible to respond to Incidents and suppress Fires are trained by the programs described in paragraph 5 a) and shall create training records and keep them up to date.

INCIDENTAL RESPONSE AND SUPPRESSION ACTIONS

6. a) In consideration of the applicable CPC to be paid by the Municipality under paragraph 10 a) for a Fire Season, the Ministry at its expense shall respond to Incidents and suppress Fires within the Crown Protection Area. However, where on the request of the Ministry, the Municipality responds to an Incident or suppresses a Fire in the CPA, the Ministry shall pay the Municipality in accordance with paragraph 11 b) for providing such assistance according to the applicable suppression rate(s) and fee(s) set out in Appendix "C" attached to and forming part of this Agreement.
- b) In consideration of the applicable CPC to be paid by the Ministry under paragraph 10 a) for a Fire Season, the Municipality at its expense shall respond to Incidents and suppress Fires within the Municipal Protection Area. However, where on the request of the Municipality, the Ministry responds to an Incident or suppresses a Fire in the MPA, the Municipality shall pay the Ministry in accordance with paragraph 11 b) for providing such assistance according to the applicable suppression rate(s) and fee(s) set out in Appendix "C".

At the request of the Municipality, the Ministry may assist in the investigation of any Fires which are of a contentious nature and undertake prosecutions for contravention of the FPPA.

- c) Regardless of responsibilities set out in paragraphs 6 a) and b) to the contrary, each party following receipt of an Incident within the limits of the Municipality shall immediately notify the other party of the Incident. The party with primary responsibility to do so shall investigate and determine if a Fire is occurring and if so, suppress the Fire and determine if an infraction of the FPPA or a municipal bylaw may be occurring.

- d) The Municipality shall ensure that its Fire resources when responding to an Incident or suppressing a Fire shall monitor the Fire Marshal High Band radio frequency of 154.070 in the event that Ministry aircraft arrive to support the Fire suppression operations.
- e) Regardless of responsibilities set out in paragraphs 6 a) and b) to the contrary, the party which first arrives on the scene of a Fire shall begin suppression of the Fire whether in the CPA or MPA. Compensation according to the applicable suppression rate(s) and fee(s) set out in Appendix "C" associated with such action will not be paid to that party if the other party is responsible for suppressing Fires in the area in question unless and until the latter is notified of the Fire and approves continued action by that party.
- f) The Ministry shall exercise its powers under section 21.(1) of the FFPA and assume control of Fire suppression activities when it is determined in the opinion of an Officer that present suppression activities by the Municipality have the potential to result in one or more of the following conditions:
 - Loss of life;
 - Significant loss of private property; or
 - Significant loss of public property.
- g) Where the Ministry assumes control of Fire suppression activities under paragraph 6 f), the Municipality shall pay the Ministry in accordance with paragraph 11 b) for such activities according to the applicable rate(s) and fee(s) set out in Appendix "C".
- h) Where the Ministry and Municipality work together to suppress a Fire, both parties will follow the procedures set out in the Inter-Agency Fire Response Operating Guidelines, a copy of which is contained in Appendix "D" attached hereto and forming part hereof, as may be amended or replaced from time to time.

BORDER FIRES

- 7. a) Where the Municipality and the Ministry, separately or together, suppress a Border Fire, each party shall pay its applicable percentage of the total suppression cost incurred by both parties calculated according to the applicable rate(s) and fee(s) set out in Appendix "C" in doing so as follows: for the Municipality, the percentage of area burned that is contained within the MPA and for the Ministry, the percentage of area burned that is contained within the CPA.
- b) Where the amount payable by a party under paragraph 7 a) exceeds the amount payable to that party for suppressing the Border Fire, that party shall pay the other party the excess amount in accordance with paragraph 11 b).

DISPUTES

8. In the event a response to a Fire under the Agreement results in a dispute between the parties or where the Ministry assumes control of Fire suppression activities under paragraph 6 f), either party may request the other party to conduct with it a joint review of the management of the Fire, where the dispute, including cost sharing, may be resolved. The review panel will consist of an equal number of members representing each party.

CONCURRENT CALLS

9. When a party is taking action to suppress a Fire and a higher priority emergency occurs that requires that party to leave the Fire, the parties agree that, unless the Fire is threatening human life, the new emergency takes precedence over the Fire.

Prior to leaving the Fire, the party which first took action to suppress the Fire shall notify and make arrangements for the other party to suppress the Fire and where possible, have one of its staff remain at the scene of the Fire to provide a briefing on the Fire to the other party taking over suppression of the Fire.

PAYMENTS

10. a) The applicable CPC's payable by the parties are set out in Appendix "A" and the CPC rates are outlined in Appendix "C". The Ministry shall provide the Municipality at the time of renewal an updated copy of Appendix "A" indicating the applicable CPC fees for the Agreement term. Where discussions are ongoing to make modifications to the existing MPA or CPA fire management zones, the applicable changes to the CPC fee will be processed once the final MPA/CPA zone modifications are completed.
- b) The Ministry will provide notification to the municipality prior to February 28 each year of the agreement, changes to the CPC rate to be used in Appendix "A" for CPC calculations.
- c) Each party shall pay the other party within thirty (30) days of receipt of an invoice from the other party for the applicable CPC for each hectare of Patented Land within the CPA or each hectare of unalienated Crown land owned by the Crown in right of Ontario within the MPA, as applicable, for the forthcoming Fire Season.
- d) The Fire suppression rates and fees for ground and aerial Fire suppression services payable by the parties for the first year of the initial term of the Agreement are set out in Appendix "C". Such rates and fees payable for each subsequent year that the Agreement exists shall be such rates and fees payable in the previous year increased prior to the start of the Fire Season by the Ministry by the percentage change in the most current CPI (as compared to the previous year's CPI). The Ministry shall provide the Municipality an

updated version Appendix "C" to reflect any changes in such rates and fees by March 31 of each year.

Each party shall pay the other party any suppression rates and fees in accordance with paragraph 11 b).

- e) If applicable, the Ministry shall also pay to the Municipality, CPC fees as set out in Appendix "A" for all land, whether private or Crown land, in an Unincorporated Territory area deemed to be included in the MPA according to the terms of this agreement pursuant to sub paragraph 4 b).
11. a) To qualify for payment according to the applicable rate(s) and fee(s) in Appendix "C" for services provided under the Agreement, a party must provide the other party with a completed Municipal Fire Information and Cost Report (Form 210), a copy of which is attached hereto as Appendix "E" and forms part hereof, within 30 days of the end of the suppression activity on each Fire actioned.
- b) Amounts payable by the Municipality to the Ministry based on applicable rates and fees in Appendix "C" will be offset against amounts payable by the Ministry to the Municipality based on applicable rates and fees in Appendix "C" for each Fire Season. Any balance owing to either party on November 30 of each year that this Agreement is in effect will be an amount due to that party as of that date and shall be payable within thirty (30) days of receipt of an invoice from that party.

INDEMNITY

- 12.a) The municipality or Crown is responsible for its own insurance and shall carry all the necessary and appropriate insurance that a prudent person in the business of the municipality or crown would maintain, including but not limited to commercial general liability insurance.
- b) The municipality is not covered by the Province of Ontario's insurance program and no protection will be afforded to the municipality by the Government of Ontario for any claim that may arise out of the Agreement.
- c) The Crown is not covered by the municipalities' insurance program and no protection will be afforded to the crown by the municipality for any claim that may arise out of the Agreement.
- d) Regardless of any other provisions of this Agreement to the contrary, neither party shall be liable for any consequential, indirect, incidental, special or punitive damages, including without limitation lost revenues, savings or profit, suffered by the other party or any third party with respect to any Claims arising out of or otherwise in connection with the Agreement even if the party in question has been advised of the possibility thereof.

- e) Fire fighters employed by or volunteering for a party are deemed to be employees of that party for the purposes of benefits under the Workplace Safety and Insurance Act whether working on Crown land or private land in the CPA, the MPA or the Unincorporated Territory.
- f) Each party shall be responsible for all damage to or loss of any Apparatus or other equipment which it supplies for use in suppressing Fires under this Agreement. The Fire suppression rates described in Appendix "C" include recovery of costs for normal wear and tear on Apparatus and such other equipment as well as the cost of repair of periodic breakage or accidental damage.

TERM AND TERMINATION; RENEWALS

- 13.a) This Agreement shall commence April 1, 2025 and must be reviewed every 5 year(s), unless terminated by either party in accordance with paragraph 13 b).
- b) Each party may terminate the Agreement:
 - (i) immediately upon written notice to the other party without liability if the other party commits or permits a breach of any of its obligations under this Agreement and fails to remedy such breach within thirty (30) days of receipt of written notice from the party not in breach demanding such breach be remedied; or
 - (ii) upon thirty (30) days prior written notice without liability for its convenience during the months of October to March prior to the next Fire Season.
- c) An Agreement review must be completed within sixty (60) days prior to April 1 of the renewal year, using the Agreement Review Checklist, Appendix "F", unless either party has provided written notice to the other party at least sixty (60) days prior to April 1 or earlier, of the scheduled review year under paragraph 13 a) that it wants to terminate the Agreement.

GENERAL PROVISIONS

- 14.a) This Agreement represents the entire agreement between the parties regarding Fire prevention, control and extinguishment and supersedes any prior understanding or agreement, collateral, oral or otherwise, with respect to such subject matter existing between the parties at the date this Agreement comes into effect.

This Agreement consists of the terms and conditions in the main body of this Agreement and its Appendices and any amendments executed in accordance with the terms of this Agreement.

In the event of any conflict or inconsistency between provisions of any of the documents
Municipal Forest Fire Management Agreement

revised September 11, 2024

which form part of this Agreement, the provision in the first mentioned document below shall govern:

- (i) any amendment to this Agreement;
 - (ii) terms and conditions in the main body of this Agreement; and
 - (iii) Appendices to this Agreement.
- b) Except as otherwise provided in paragraphs 10 a) and 10 d) with respect to changes to rates and fees, any change to this Agreement shall be by written amendment signed by the parties.
- c) Notwithstanding anything else in this Agreement to the contrary, any express or implied reference to the Ministry providing an indemnity or any other form of indebtedness or contingent liability that would directly or indirectly increase the indebtedness or contingent liabilities of Ontario, whether at the time of execution of this Agreement or at any time during the term of this Agreement, shall be void and of no legal effect.
- d) Any failure by a party to insist in one or more instances upon strict performance by the other party of any of the terms or conditions of this Agreement shall not be construed as a waiver by the first party of its right to require strict performance of any such terms or conditions and the obligations of the other party with respect to such performance shall continue in full force and effect.
- e) Neither party shall have any power or authority to bind the other party or to assume or create any obligation or responsibility, express or implied, on the other party's behalf. Neither party shall hold itself out as an agent, partner or employee of the other party.
- f) Nothing in this Agreement shall have the effect of creating an employment, partnership or agency relationship between the parties or constitute an appointment under the *Public Service of Ontario Act, 2006*, S.O. 2006, c.35, as amended or replaced from time to time.

- g) In this Agreement, words in the singular include the plural and vice-versa and words in one gender include all genders. The headings in this Agreement are for convenience of reference only and in no manner modify, interpret or construe this Agreement.

SURVIVING PROVISIONS

15. Paragraphs 10 a), 10 d) (second paragraph only), 11 a), 11 b), 12 a), 12 b), 12 c), 12 d) 12 f), 14 and this paragraph of the Agreement shall survive its termination or expiry and continue to bind the parties.

IN WITNESS WHEREOF this Agreement has been executed by the parties by their duly authorized representatives.

His Majesty the King in right of Ontario as
represented by the Minister of Natural
Resources

Date: _____

By: _____

Director, Aviation, Forest Fires and Emergency
Services
Provincial Services Division
Name
(Pursuant to delegated authority)

The Corporation of **The City of Pembroke**

Date: _____

By: _____

Position: MAYOR
Name: RON GERVAS

By:
Position: CAO
Name: DAVID UNRAU

APPENDIX A - Application of Comprehensive Protection Charges to Land Types

By-Law 2025-30 Schedule A

Municipality

Pembroke

Agreement Review Period

Year: 2025 To 2030

Per Hectare CPC Rate

\$1.56

CPC Year: 2025 CPI Increase 1.90%

LAND CLASS	TAXATION/REVENUE SITUATION	Municipal Protection Area				Crown Protection Area				Total
Comprehensive		CROWN PAYS				MUNICIPALITY PAYS				Hectares
Protection Charge		Hectares	Rate	Factor	Cost	Hectares	Rate	Factor	Cost	By Type
Unalienated Crown Land	Crown does not pay Municipal Taxes	1	\$1.56	100%	1.76	0	\$1.56		-	1
Provincial Parks/Conservation Reserve	Crown pays grants to Municipalities	0	\$1.56	100%	-		\$1.56		-	0
Patented Land (Residential/farm, Farmlands, Multi-Residential, Commercial, Industrial) ----- Federal Lands	Municipal Taxpayers based on Assessment; Patented Crown Land where Crown gives grants in lieu of taxes ----- Federal Gov't pays Grants in lieu of taxes to Municipality	1,419	\$1.56		-	0	\$1.56	100%	-	1,419
Private Land (Managed Forests)	Municipal Taxpayers Tax Rate restricted because of public interest in this land		\$1.56		-		\$1.56	50%	-	0
Patent Mining Lands (Crown has Full Timber Rights) <u>Patented after March 26, 1918</u>	Unit Class of M.L. (Mining lands) with a Tax Rate of C. (Commercial) ----- Owner pays some taxes to municipality but has no interest above ground		\$1.56	100%	-		\$1.56		-	0
Federal Lands and Indian Reserves	Federal Government pays Ontario for Fire Protection under INAC or other agreement		\$1.56	100%	-		\$1.56		-	0
Conservation Lands (Lands Assessed by Conservation Lands)	C.A. no pays taxes to Municipality (M.N.R.F. gives Grant for significant conservation Lands)		\$1.56		-		\$1.56		-	0
Unorganized Territory	Crown Land and Private Land where taxpayer pays Public Land Tax to Province		\$1.56	100%	-		\$1.56		-	0
TOTALS		1,421			1.76	0			\$ -	1,421

NOT AN INVOICE

Crown Owes the Municipality	\$1.76	Municipality Owes the Crown	\$0.00
-----------------------------	--------	-----------------------------	--------

CPC payment invoices must be sent in after April 1 of the current fire year

Appendix “B”

Municipality Map

(illustrating the Crown Protection Area and Municipal Protection Area)

[NTD, client to insert]



City of Pembroke

Fire Management Agreement Map
Haliburton Fire Management
Headquarters



Date: Wednesday, January 15, 2025

Municipal Agreement Area

Fire Management Agreement Area

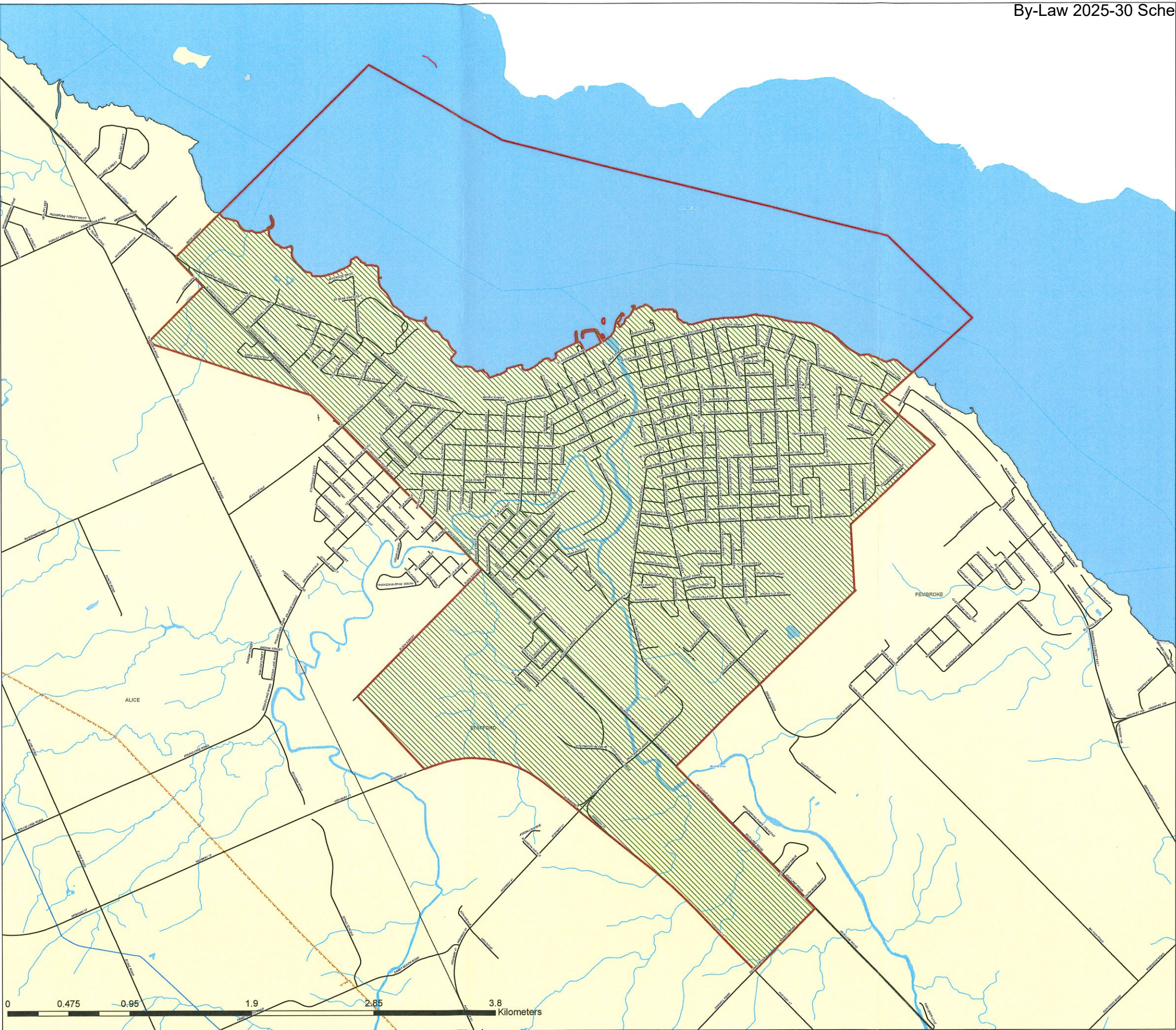
Protection Type

- Crown Protection Area
- Federal Protection Area
- Municipal Protection Area
- Northern Fire Protection Area
- Community Protection Zone
- No Agreement
- City of Pembroke_20250115
- Municipal Boundary
- Road
- Cities
- Communities
- Hydro Line
- Natural Gas Pipeline
- Operational
- Townships
- Ohn Watercourse
- Ohn Waterbody
- Prov Park Regulated
- Indian Reserve
- Conservation Reserve
- Federal Land Other
- Patent Land
- CI Patent Land
- CL Non Freehold Disposition
- Crown Game Preserve
- Crown

** These area totals are preliminary and may not represent the official area calculations.

Notes / Notes

Data Source: Geospatial Ontario
Ministry of Natural Resources Administrative District files, data collected from land, historical files, information provided by interested parties, reports prepared by population and data provided by other Ministries.
North American Datum 1983, UTM 17
This map is illustrative only. Do not rely on it as being a precise indicator of routes, locations of features, nor as a guide to navigation.
This map may contain cartographic errors or omissions.
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Information disponible en français



Appendix C

Municipal Fire Agreement Rates to / from Municipalities

[NTD. client to insert]

Appendix C

Municipal Forest Fire Agreement Rates to / from Municipalities
Valid for 2025

	Assistance Under Agreement
<p>Comprehensive Protection Charges (CPC)</p> <p>The new CPC rate system started April 1, 2013</p> <p>CPI rates are capped to a maximum increase of 4%</p> <p>CPC Invoices must be sent in <u>after April 1</u> for the current fire year</p>	<p>CPC rates adjustments are applied April 1 of each year.</p> <p>CPC rates increase Sept 2023 – Sept 2024 = 1.9%</p> <p>2025 CPC fee = 1.56</p>
<p>Ground Suppression Services</p> <p>Personnel Units Apparatus Units</p> <p>Personnel and Apparatus Units are annually adjusted by the Consumer Price Index for Ontario (All Products) from the period of September to September. Rates will be updated by Feb. 28 each year.</p>	<ul style="list-style-type: none"> • Flat Rate/False Alarm • \$930.59 per fire or • \$272.23 per half hour (30 min) for each unit; • Personnel Unit = max. 8 staff plus suppression gear • Apparatus Unit = Fire service vehicle with <u>maximum</u> 1 Fire Crew (4-6 people), includes suppression gear. Must assign staff to vehicle first before forming personnel units. <p><u>Personnel must be affixed to an Apparatus Unit</u> prior to forming personnel units.</p> <p><u>NO</u> charges for helicopter if only used to deliver, pickup or service crews. Helicopter is not an apparatus.</p> <p>Apparatus” means a Fire service vehicle that carries firefighting personnel and/or equipment (includes pumpers, tankers, boats, Fire response vehicles that are designed to carry portable/firefighting equipment).</p>

<p>Air tankers and Birddog</p> <p>CL215/415 and Twin Otters</p> <p>Air tanker fees are set annually by the MNRF.</p> <p>Air tanker support charges are only for time over the fire.</p>	<p>2025 Rates</p> <p>CL415 Dispatch Fee = \$3,431.50 Hourly rate = \$6,863.00</p> <p>Twin Otter Dispatch Fee = \$908.85 Hourly rate = \$1,817.70</p> <p>Birddog Hourly rate = \$2,635.22</p>
<p>Helicopter</p> <p>Helicopter rates are set annually by the MNRF Aviation Services.</p> <p>No charge if used just to transport MNRF crews to fire</p> <p>Municipalities that rent aircraft for fire operations must submit rental invoices</p>	<p>2025 Helicopters Rates</p> <p>Light \$As per invoice Intermediate \$1,914.23per hour, Medium \$2,701.44per hour, Heavy (calculated at time of hire) (flying calculated as "time over fire" only)</p> <p>Aircraft rental fees by the Municipality must be supported by the aircraft invoice.</p>
<p>Section C: Other Expenses Approved in the Suppression Plan</p> <p>All costs must be supported by actual invoices, or fire cost forms by either agency</p> <p>Other Agencies Form 210 Total can be included here on joint operations.</p>	<p>As per approved response plan for a specific fire; the following expenses can be considered;</p> <ul style="list-style-type: none"> • Heavy equipment • Base camp operations and infrastructure support, accommodations • Incident Command Trailers • Support equipment; boats, ATV's, trailers that fall outside normal fire apparatus <p>Form 210 Part 2</p>

Appendix “D”

Inter-Agency Fire Response Operating Guidelines

[NTD. client to insert]



INTER-AGENCY FIRE RESPONSE OPERATING GUIDELINES

FORWARD

This directive will be applied when the Ministry of Natural Resources and Forestry (MNRF) fire fighters or aircraft and fire departments both respond to the same forest fire. The purpose of this directive is to ensure safe and effective cooperation between fire response agencies.

DEFINITIONS

Incident Commander: the person in charge at the scene of the incident. This person is assigned by the agency responsible for the fire.

Agency Representative: the lead person for MNRF (i.e., Fire Ranger Crew Leader, Fire Operations Technician, Fire Management Technician, Fire Operations Supervisor) and the lead person for the Fire Department (usually the Fire Chief, Deputy Fire Chief or Fire Officer). One of the Agency Representatives is usually the Incident Commander responsible for the fire and the other is the lead representative for the agency supporting the fire response.

RESPONSIBILITY FOR FIRES

Municipalities:

Inside the fire region where no municipal agreement with the MNRF is in place, municipalities are responsible at their expense to extinguish grass, brush or forest fires within their municipal boundaries under Section 21 (1) of the Forest Fires Prevention Act (FFPA).

- Where a fire starts on Crown land within a municipal jurisdiction, the MNRF will reimburse the municipality for its suppression costs.

When a municipality has a municipal fire agreement with the MNRF, the response areas will be broken down into Municipal Protection Areas (MPA) and a Crown Protection Areas (CPA).

- Municipal Fire Departments are responsible for fires within the MPA
- MNRF is responsible for fires within the CPA

Unincorporated Territories:

Fire suppression services for wildland fires in Unincorporated Territories located within the Fire Region is the responsibility of the MNRF. The MNRF may enter into fire suppression agreements with Fire Departments located within these

areas. Areas of response are identified on the agreement map where the local Fire Department will provide a first response to wildland fires within these communities.

Fires that occur within the Fire Department area of response may be turned over to the MNRF at any time.

First Nations Communities:

The MNRF is contracted by Indigenous Affaires and Northern Development under the DIAND agreement to provide fire suppression services on First Nation Lands located in the Fire Region of Ontario.

When a community has a fire department service and wishes to enter into a fire suppression agreement with the MNRF Community Protection Zones (CPZ) are established. The community agrees to provide a first response to any wildland fires that occur within the CPZ. The community can request any time that the MNRF take over or assist with wildland fire suppression operations as required for fires that occur within the CPZ.

Terms for Turnover to MNRF:

Fire departments, while still responsible for extinguishing fires within their agreement areas, may turn over the suppression of a fire to the MNRF, or other suppression organization, under the following circumstances:

1. The Fire Department determines the fire has grown in size and/or complexity beyond their capabilities;
2. A structural fire situation or higher community emergency has developed that requires all the community resources;
3. Under rare circumstances where the MNRF determines that the actions taken by a Fire Department are inadequate, the MNRF may exercise its powers under Section 21 (1) of the FFPA, and assume suppression operations of the fire until such a time that fire suppression operations may be returned to the community.

Within the fire suppression agreement the terms and conditions identify costing processes when one agency supports the other in fire suppression efforts.

AUTHORITY OVER RESOURCES

- A Fire Department will continue to direct its resources and retain all authority for the co-ordination of police, ambulance and other agency

involvement;

- MNRF will retain authority for air attack and all MNRF personnel;
- Where heavy equipment is required in a municipality, the municipality will use its authority to procure and direct it during a joint fire response.
- Where heavy equipment is required in Unincorporated Territories or First Nation Communities, the MNRF will be responsible for their operation.

INITIAL ARRIVAL AT A FIRE

Irrespective of responsibility, the first organization arriving at a fire scene will commence fire suppression and is in charge of the fire until the appropriate lead agency arrives and assumes the command function. When an MNRF Agency Representative arrives at a fire that appears to be the responsibility of a Community:

1. The MNRF Agency Representative will immediately seek out the person in charge on behalf of the Fire Department (usually the Fire Chief or Deputy Fire Chief). If the MNRF is first to the fire site, the MNRF Agency Representative will focus on suppression operations until a Fire Department official arrives.
2. The MNRF official will identify himself/herself as the Agency Representative for the MNRF and will ask if the Fire Department requires continued assistance from the MNRF.
3. If the Agency Representative says they do not require MNRF assistance, the MNRF Agency Representative will document the conversation (including the name of the Agency Representative who has authorized this), and contact the Sector Response Officer (SRO). If the SRO and MNRF Agency Representative agree that the Fire Department can control the fire, MNRF resources can return to base. If the MNRF Agency Representative, through personal observation of the fire, fire behaviour, and values at risk, believes that the situation is beyond the capability of the Fire Department resources at the scene, he/she will discuss further support with the SRO.
4. If the Fire Department Agency Representative says that they require MNRF assistance, the MNRF Agency Representative will document the conversation (including the name of the representative who has authorized this) and update the SRO.
5. The MNRF Agency Representative will update the local SRO with all information discussed in the field. The SRO will document this information in the SRO log book as a permanent record.
6. To avoid confusion, the MNRF Agency Representative will document the location of the fire using a GPS device. This is very important if the fire is located near protection zone boundaries identified within the agreement.

All communication with the Fire Department Agency Representative will be through

the MNRF Agency Representative. The SRO will be contacted immediately if there is uncertainty about the responsibility for the fire, the status of the fire, or whether there are agreements in place.

INCIDENT COMMAND

The representative of the agency responsible for the fire will be the Incident Commander unless the other Agency takes responsibility for the fire, as described above. Each agency will retain authority over its own resources, as described above.

Agency Representatives for both the MNRF and Fire Departments will wear a vest or other visible and clear identification indicating that they are in charge on behalf of their agency.

The style of joint operations will be at one of two levels, depending on fire conditions:

Table 1: Factors used to determine Level of Operation

	Level 1 Operations	Level 2 Operations
Fire Behaviour Fire Complexity Risk to Values	Fire Intensity Class 1 or 2 1 to 2 crews Low to Moderate	Fire Intensity Class 3 or higher 3 or more crews High to Extreme
MNRF resource commitment	1 or 2 crews Air Attack uncommon	3 or more crews Air Attack common
Incident Commander	MNRF Incident Commander level IV or V Fire Captain or Lieutenant	MNRF Incident Commander level I, II or III Fire Chief or Deputy Chief
Operations	Agency Reps meet, discuss situation, and agree on suppression plan. Both agencies' reps will work with their respective resources and can work apart from one another.	Set up a Command Post. Agency Reps remain together to ensure communication between Agencies and to coordinate suppression actions.

Communication	Contact between Agency Reps as required. MNRF Rep should provide MNRF radio to Fire Department Rep. If no radio, Agency Reps will meet at regular times to discuss operations and adjust suppression operations.	Agency Reps remain together and communicate to fire fighters using respective communication systems. MNRF will provide MNRF radio to Agency Rep to maintain communication link if Reps must be apart for a period of time.
----------------------	--	--

Every effort should be made to provide radio contact between Agency Representatives. All MNRF Radios will be retrieved when the MNRF operation leaves.

AIR OPERATIONS

Water bombing in conjunction with ground attack can present a hazard to ground crews. This hazard can be minimized with diligent air/ground co-ordination.

When a community hires aircraft for fire suppression operations, and MNRF water bombers are working on the fire, the MNRF Air Attack Officer will control airspace and all aircraft activities. Only aircraft with direct radio communication with the Air Attack Officer can operate on the fire. Where the community has hired aircraft that are under the direction of a Community Incident Commander and no MNRF aircraft are involved in fire suppression, the MNRF Agency Representative should work closely with the Incident Commander to maximize the efficiency and safety of any aircraft operations on the fire.

AIR ATTACK

If an MNRF Agency Representative is on the ground, air attack will communicate directly with the MNRF Agency Representative using the assigned MNRF radio frequency. This would include identifying any aircraft hired by the community.

If air attack arrives before MNRF personnel are on site, air attack will make contact with the Community Incident Commander prior to commencing bombing operations. All initial air-to-ground communications with the Community Incident Commander will be done on the VHF/FM frequency 154.070 MHZ (Provincial Office of the Fire Marshal frequency).

When the MNRF is not at a fire, requests for air attack may be made by a Community Incident Commander directly to the appropriate MNRF Sector Response Officer (SRO). This request is then relayed by the SRO to the MNRF Regional Duty Officer. If air attack is approved, the SRO will then notify the Community Incident Commander and advise them to immediately monitor 154.070 MHZ at the fire. The SRO will also advise the Community Incident Commander of the type, number of aircraft, the Bird Dog number

and the Air Attack Officer's name, being dispatched to the incident along with an estimated time of arrival.

Lone Wolf Operations

Because of the general complexity of interagency fire responses, every effort will be made to have an Air Attack Officer on-site. When this is not possible, lone wolf operations (where the bombing operation is not under the control of an Air Attack Officer) will be permitted when air/ground communications can be established between the pilot and the Incident Commander or MNRF Agency Representative. Bombing operations can only occur once the pilot is assured that it is safe to do so. As Community Incident Commanders may be unfamiliar with air attack and fire fighters may be less visible than Fire Rangers, extreme caution must be used on lone wolf operations. Guidelines for these operations are included in the MNRF Air Attack Manual.

Table 2: General direction for air attack operations on interagency fires

The Air Attack Officer (AAO) and agency representatives share the responsibility for the safety of ground crews. The AAO is responsible for determining the presence of ground crews before commencing air attack.

The AAO must be aware of each ground crew's exact location.

The drop zone includes a safety area of 120 by 350 meters around the target that must be clear of all personnel. Air/ground communications must be maintained between the birddog aircraft or AAO and the ground crew(s). Unless otherwise directed, this communication link will be through the MNRF Agency Representative, if present, or the Community Incident Commander. Birddog aircraft, CL-415's and Twin Otters are equipped with high band (VHF/FM) radios. High band radios are required for air/ground communications (154.070 MHZ) with the Community Incident Commander when MNRF ground personnel are not at the fire. All Out of Province (OOP) water bombers are accompanied by a birddog aircraft. During their operational briefing, OOP birddogs are advised of the importance of Interagency Operating Procedures and the OFM radio frequency.

Air attack will be discontinued if the safety of ground crews might be jeopardized. Any near miss, or direct hit of ground personnel by a drop, is an "incident" and must be reported immediately to the MNRF Agency Representative who will take prompt, corrective, action; as well as informing the local SRO. The local SRO will inform the Regional Duty Officer. An Incident Report must be completed.

TRAINING

SP-103 "Municipal Fire Department Forest Fire Training" is recommended for community fire fighters that engage in fighting grass, brush, or forest fires.

SP-230 "Wildland Fire Strategies and Tactics Workshop for Municipalities" provides training suitable for Municipal Incident Commanders.

Appendix “E”

Municipal Fire Information and Cost Report (Form 210)

[NTD. client to insert]

Fire Information Report for Municipalities 2025
(This section completed by Municipality only)

Issued to	_____		Date:	_____
				yyyy-mm-dd
Address	_____			

Fire Numbers:	Municipal #	_____	MNR #	_____
Fire Reported to Municipality	Date:	_____	Time:	_____
		yyyy-mm-dd		hh:mm
Fire Reported to MNR	Date:	_____	Time:	_____
		yyyy-mm-dd		hh:mm
Zone	Basemap	_____	Block	_____ or
Lot	Concession	_____	Surveyed Township	_____
Initial Response Group	_____		Fire Cause	_____
Assistance Requested by	_____		To	_____
Fuel Type	_____		MPA/CPA/Border Fire	_____
Hectares Burned	Crown land	_____	Private land	_____
Source of ignition	_____		Responsible Group	_____
Fire Start:	Date:	_____	Time:	_____
		yyyy-mm-dd		hh:mm
Initial Fire Size (ha):	_____		Final Fire Size (ha):	_____
Fire Out:	Date:	_____	Time:	_____
		yyyy-mm-dd		hh:mm
Incident Commander	_____		Phone Number	_____

Municipal Fire Information Description Codes Page 4

Municipal Fire Agreement Cost Report Form 210

Part I

Fire Number (MNR/Municipal):		Start Date	yyyy-mm-dd	Out Date	yyyy-mm-dd
Fire Cause		Municipality			
Zn-Basemap-Block or lot and conc		MPA/CPA or Border Fire		Final Size (ha)	
Enter Ha only if Border Fire	CPA (Ha)			MPA (Ha)	
Assistance Requested by		To			

A. Personnel / Apparatus

(i.) Flat Rate for Response/False Alarm (min. amount paid out for a response)	\$930.59			
(ii.) Half hour per number of apparatus input max. number of units on fire at one time	# apparatus units		x \$272.23	=
Half hour on fire per units of 8 or less people input max. number of units on fire at one time	# personnel units		x \$272.23	=
People must be assigned to apparatus prior to forming personnel units (4staff/apparatus)	Sub-total must be >\$913.24	Sub-total		
Reimbursement claimed (greater of i or ii)		Total		

B. Aircraft

Air fees only for time over fire. No helitak fee for delivery, pick up or servicing of fire crews

CL215 / 415	Dispatch Fee	\$3,431.50	x # of Aircraft		=	
	Flying Rate	\$6,863.00	x Total Hours		=	
Twin Otter	Dispatch Fee	\$908.85	x # of Aircraft		=	
	Flying Rate	\$1,817.70	x Total Hours		=	
Birddog	Flying Rate	\$2,635.22	x Total Hours		=	
Helicopters	# of Light		x Total Hours		=	
	# of Intermediate		x Total Hours		=	
	# of Medium		x Total Hours		=	
	# of Heavy		x Total Hours		=	

See Appendix C in municipal agreement for detailed aircraft information or Refer to Guidelines for Fire Information and Costing in Municipalities

Total Aircraft Costs

C. Other Expenditures Approved in Suppression Plan (Appendix C descriptions)
(Attach description of expenses and invoices)

Total Other Expenditures	
Municipalities process invoice using total of A,B and C	Grand Total (A+ B + C)
(For joint Fire Operations Enter MNR + Municipal Costs Non-border fire only)	MNR Municipal

Part II MNR Only**Municipal Fire Agreement Cost Report Form 210****Border Fires (areas between MPA/CPA) must be completed electronically by MNR**

Border fire costs are calculated automatically if CPA/MPA ha are entered in Part I
 MNR/Municipal fire cost data must be input using Agency's Grand Total (A+B+C) Costs Part 1.

MNR USE ONLY					
Municipal Agreement Fire Information and Cost Report Form 210					Part II
Calculation of Border Fire Costs					
Agency Responsible	Hectares Burned	% of Area Burned	Agency's Total Costs	Costs Agency Responsible For	Agency to be billed for
Ministry C.P.A.	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Municipality M.P.A.	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
TOTALS	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	
				Amount Re-imbursed to Municipality	<input type="text"/>
				Amount to be Invoiced to Municipality	<input type="text"/>

Part III MNR Only**Municipal Fire Agreement Cost Report Form 210****Contents of Form**

Prepared by:	(Print)	(Sign)	(Date)
Certified True and Correct by:	(Print)	(Sign)	(Date)

Recommendations Re: Collection Costs

Ministry to Assume Total Cost	<input type="checkbox"/>	
Rationale attached when required	<input type="checkbox"/>	
Issue Invoice to Responsible Party	<input type="checkbox"/>	To: <input type="text"/>
Include Address in Comments Section	<input type="checkbox"/>	
Refer to Court	<input type="checkbox"/>	

Municipal Costing Options (Processed at the end of fire season using end of year reconciliation process)

No re-imbursment or invoicing required	<input type="checkbox"/>	
Municipality Owed	<input type="checkbox"/>	Amount: <input type="text"/>
Ministry Owed	<input type="checkbox"/>	Amount: <input type="text"/>

Signature Block

Recommended by:	(Print)	(Sign)	(Date)
Reviewed by: (Prov. Coordinator)	(Print)	(Sign)	(Date)
Approver:	(Print)	(Sign)	(Date)

Comments

--



Municipal Fire Information Descriptions**Fire Cause - use the following:**

LTG	Lightning	REC	Recreation
RES	Resident	MIS	Miscellaneous
RWY	Railway	IDF	Industrial Forest
IDO	Industrial Other	INC	Incendiary
UNK	Unknown		

Fuel Type at Point of Attack - use the following

GRA	Grass	SLA	Slash
SHW	Shrubs, Hardwood Bush	CON	Conifer
IKC	Insect Killed Conifer	MIX	Mixed Wood
HWD	Hardwood	BLO	Blowdown
PLA	Plantation	OTH	Other

Source of Ignition - use the following

LTG	Lightning	SMM	Smoking Materials
CAM	Campfire	GRA	Grass Burn
INC	Incinerator	RUB	Rubbish Burning
MAT	Matches	BRU	Brush Burn
GAR	Garbage Dump Burn	STR	Structural Fires
LOC	Locomotive	SFC	Sparks from Chimney
POW	Power Line Short	SAW	Powersaw
FIR	Fireworks	OME	Operating Mechanical Equipment
VEH	Vehicle Exhaust System	SPA	Spark from Burner
EQU	Equipment Fires	DLC	Dumped Live Coals or Ashes
MIS	Miscellaneous	UNK	Unknown
SPB	Slash Pile Burning		

Responsible Group - use the following

LTG	Lightning	CAM	Camper
HUN	Hunter	CAN	Canoeist
HIK	Hiker	BER	Berry Picker
CHI	Children	RER	Res Rural
REU	Resident Urban	COT	Private Cottager
TRA	Trapper	CAR	Car Passenger
MIE	Mining Industry Employee	CRO	Commercial Resort Owner
POE	Power Industry Employee	PRO	Prospector
ANG	Angler	RTC	RR Train Crew
MIS	Miscellaneous	UNK	Unknown

Appendix “F”

Agreement Review Checklist

[NTD. client to insert]

Appendix F
Agreement Review Checklist
(To be completed by MNR)

Name of Community City of Pembroke

Fire Management Area: Haliburton FMA

Date Reviewed: December 2024

MNR Person Completing Review: Zack Watkins

Note: ** Next to a question indicates that a 'Yes' answer is required to ensure compliance with the Agreement standards. If the answer is 'No' please contact your Regional Fire Advisor.

Does the community prefer to proceed with the paper hard copy signature process, or would they prefer to proceed with electronic signatures?

- ☐ Electronic Signatures
☒ Hard Copy Signatures

1. Community Evaluation:

Infrastructure Development:

Has any new infrastructure been developed that extends into a CPA zone? N/A

Has there been any new cottage subdivision areas developed? N/A

Road Network Expansion:

Have any new roads been constructed allowing access for community resources into CPA area? N/A

CPA/MPA:

Will there be changes to the current agreement CPA/MPA land classifications (Appendix A)? If yes, provide an explanation for the changes.
(Note: If there are changes, a new agreement is required)

No

All areas within City of Pembroke will be classified as MPA

****Has there been a general review of all CPA/MPA zones?** Yes

Is there an opportunity to reduce the amount of land managed by the MNR? N/A

After reviewing municipal fire activity, are there areas where municipal resources are frequently responding to fires in a CPA zone that should be considered to be included in an MPA management zone? No

2. Risk Analysis:

Forest Fuels:

Has any storm or insect damage occurred within an MPA/CPA area that should be reviewed to determine if a boundary change is required? No

Has a storm or insect damaged area hazard been mitigated that can now be re-established as an MPA/CPA area? No

Through the FireSmart program is there an area of CPA that can now be established as an MPA area? N/A

3. Fire Suppression Resources:

Staffing:

Have there been any changes to the staffing levels of the community fire agency that may affect changes to the existing MPA/CPA zones? No

Operations:

During the peak burning period can the community fire agency provide a timely and adequate fire response in all areas of the MPA? Yes

Equipment:

Have there been any wildland fire equipment upgrades since the last assessment that will enable the community to modify existing MPA/CPA zones No

Training Program:

****Does the fire department train with the SP103, Air attack module package?** N/A

Introducing package and training in 2025.

Has the fire department received SP230 training? No

We have 2 members who received 300 training, 4 who received 200 training, and another 4 who received 100 training through the Ministry.

Resource locations:

Has the community expanded their area of coverage, by building additional fire equipment locations that will allow fires responses into a CPA area now? N/A

Municipal Assistance:

Is there an opportunity for the community to enter into an agreement with adjacent municipalities to provide protection services in a CPA/MPA area? Yes

Fire Department Radio System:

****Does the fire department radio system allow for the fire staff to use the Fire Marshal frequency 154.070 to communicate with our Air Tankers?** Yes

4. Fire Education (Mitigation and Prevention):

FireSmart:

Does the community have an existing wildland fire prevention or mitigation plan? If yes indicate plan type in comments.

No

Working towards a basic FireSmart program in 2025

Does the community have a Community Wildland Fire Protection Plan?

No

Enforcement:

****Has the community implemented controls through by-laws or a fire permit system to regulate burning that is consistent with the Forest Fires Prevention Act?**

(If no, how is open air burning being regulated?)

Yes

Has the community considered regulating spring burning to reduce human caused fires by banning residential burning until green up?

Yes

****Does the community have the ability to manage and enforce the fire permit system and/or open air burning by-law? (If not, how are they enforced?)**

Yes

Media:

Has the community developed a media program to promote wildland fire prevention and/or mitigation initiatives? E.g., advertising during high to extreme hazard.

Yes

Has the community developed their own wildland fire prevention signs or handout items to address common ignition causes?

No

Coming in 2025

Does the community conduct school wildland fire prevention and/or mitigation programs?

No

ONLY Sign if current agreement is to be extended. If there is a new agreement, then there is no requirement to sign this document.

As per the conditions listed within the current municipal forest fire management agreement under TERM AND TERMINATION; RENEWALS;

This Agreement has been reviewed will continue to be in effect from April 1, 2025 and must be reviewed every 5 year(s), unless terminated by either party in accordance with conditions listed in section 13.

Official Signatures:

Fire Management Supervisor: Robert Hurley _____

Municipal Representative: _____

Where hard copy signatures are used: The agreement review checklist should be made in duplicate and one copy given to the local municipality to be attached to their current agreement file. The other copy is to be mailed to the Regional Fire Advisor. The Regional Fire Advisor will forward the signed checklist to Sault Ste. Marie to be attached to the Director's copy of the legal agreement. Once signed all scanned records will be available digitally.

Where electronic signatures are used: All scanned records will be available digitally. The agreement review checklist once signed must be sent to the local municipality to be attached to their current agreement file. It must then also be sent via email to the Regional Fire Advisor. The Regional Fire Advisor will forward the signed checklist to Sault Ste. Marie for filing and record keeping. Once signed all scanned records will be available digitally.

Appendix “G”

Annual Fire Summary

[NTD. client to insert]

Appendix G

Name of Municipality
Municipal Fire Summary

[illegible]

Fire Department Assessment Sheet ²⁰²⁵ By Law 2025-30 Schedule A

Name of Community: City of Pembroke

Date Completed: Dec 17, 2024

Completed By: S. Selle

Fire Department/Agency Information:	Fire Stn 1 (Insert Stn I.D)	Fire Stn 2 (Insert Stn I.D)	Fire Stn 3 (Insert Stn I.D)
Station/Department Name:	4764		
Wildland Fire Calls: 2024	0		
10 Year Average Wildland Fire Calls:	0		
Personnel:			
Municipal/Fire Agency Chief	1		
District Chiefs			
Training Officer			
Captains	4		
Lieutenants			
Fire Fighters	12		
Volunteer FFs	20		
Wildland Fire Training:	SP103:	SP103:	SP103:
	Air Attack:	Air Attack:	Air Attack:
	SP230:	SP230:	SP230:
Personnel Availability			
Weekdays 11 to 18:00 hrs	4		
Weekend Availability	4		
Overnight Availability	4		
Dispatch Time to Respond to Wildland fire Call (Estimate)	4:30		
Fire Hall Monitor MNR Indices:	Daily		
Apparatus			
Specialized Fire Vehicle			
Engines/Pumpers	3	Insert Type	Insert Type
Water Tenders/Tankers	0	Types and Gallons	Types and Gallons
Off Road 4x4, or light transport vehicle	0		
ATV	0		
Fire Boat	0		
Trailers. IC Command Post	1		
Other:			
Fire Line Equipment			
Forestry Hose – (feet)			
Portable Fire Pumps	1		
Port-a-Tank	1		
Shovels	12		
Pulaski			
Rakes	12		
Backpack Water Can	4		
Chainsaws	2		
Heavy Equipment Rental Available	yes		
Other:			

The Corporation of the City of Pembroke

By-law Number 2025-31

A by-law to provide for the participation of the City of Pembroke Fire Department in the Renfrew County Mutual Aid Plan

Whereas the *Municipal Act, 2001*, S.O. 2001, c.25, as amended (the “*Municipal Act, 2001*”) authorizes the councils of the local municipalities to provide any service or thing that the municipality considers necessary or desirable for the public;

Whereas the *Fire Protection and Prevention Act, 1997* authorizes the development of a mutual aid plan;

And Whereas the Ontario Fire Marshal’s office recommends all municipalities adopt a by-law authorizing the fire department to participate in their area’s mutual aid plan;

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

1. That the City of Pembroke Council endorse participation in the Renfrew County Mutual Aid Plan; a copy of which is attached and marked as Schedule “A” to this by-law.
2. That the City of Pembroke Fire Department be authorized to leave the limits of the municipality or fire area, at the discretion of the Fire Chief or his/her designate and under the direction of the Fire Co-ordinator, to respond to calls for assistance from other Participants and/or Non-Municipal Participants authorized to participate in the Province of Ontario Mutual Aid Plan, the Mutual Aid Plan for the fire services of Renfrew County or any other Regional, District or County Mutual Aid Plan on a reciprocal basis.
3. In case the provisions of this by-law conflict with the provisions of any other fire protection agreements, the provisions of this by-law shall prevail.
4. That this by-law shall come into force and take effect upon the date of the final passing thereof and is to be reviewed every five (5) years.
5. That by-law 2020-72 and any other by-law inconsistent with the provisions contained in this by-law are hereby repealed.

**Passed and Enacted
This 18th Day of March 2025**

Ron Gervais
Mayor

Victoria Charbonneau
Clerk



Office of the Fire Marshal

Mutual Aid Plan

for the

Fire Services within Renfrew County

Fire Co-ordinator Chief Scott Selle

Pembroke Fire Department

Alternate Co-ordinators

Chief Craig Proulx Petawawa Fire Department

Chief Allan Cole Horton Fire Department

Issue Date: January 2023

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FOREWARD

Mutual Aid is most frequently described as providing assistance between groups of people or organizations. The concept of neighbours helping neighbours or others in need is not a new concept and has been practiced for centuries. In Ontario, fire departments have participated in organized assistance through a formalized *Mutual Aid Plan* since the 1950's.

The Province of Ontario *Mutual Aid Plan* herein after referred to as "*MAP*", has many times demonstrated its value to communities. Large fires, hazardous material incidents, as well as wind and ice storms, are some examples of where emergency events have had the effect of overwhelming resources of *fire departments*, and where mutual aid was called upon to assist in mitigating the incident.

The fire services in Ontario are leaders in the provision of mutual aid. The *MAP* has had a historical impact and its principles are enshrined in the daily activities and the emergency response approach of firefighters. As well, many other provincial emergency plans have components which are directly tied to the *MAP*.

Ontario is the most populous province in Canada, with diverse demographics and various physical geographies. While instructed by the Office of the Fire Marshal, *fire co-ordinators* from across the province have assisted, and continue to assist, in the development and revision of the *MAP*. These individuals represent fire service responders ranging from single- to multi-station fire departments. Large or small, all fire departments in Ontario have a significant role in the operational processes of the *MAP*. The success of the *MAP* relies directly on their collaborative contributions and involvement.

The 2018 version of the Province of Ontario *Mutual Aid Plan* saw a significant revision, resulting in a dynamic program that continues to serve the residents of Ontario. The 2022 version is intended to improve upon these significant revisions to ensure an effective and efficient program is in place that reflects the current needs of the fire service as they serve the residents of Ontario.

Note: Mutual Aid Associations, which do not directly relate to the duties of *fire departments* may be in place in various Counties, Regions, and Districts. It is to be clearly understood that they do not have any connection relating to the operation of municipal fire departments that are *participants* in the *MAP*.

THE PRINCIPLES OF OPERATION OF THE MAP IN ONTARIO

The Mutual Aid Plan for the Fire Services within Renfrew County has the following principles of operation to ensure a dynamic program is in place:

1. To promote, and ensure adequate and co-ordinated efforts to minimize loss of human life and property, as well as damage to the environment, through the efficient utilization of fire department and provincial resources in the event of a *mutual aid activation* during times of natural or human-made emergencies.
2. To provide the organizational framework necessary to effectively manage *mutual aid* resources within an incident management system.
3. To provide authority and general direction to *fire co-ordinators* for the co-ordination of the *MAP* and associated *fire protection services* activated within the County of Renfrew, as well as with neighbouring Counties, Districts or Regions, inter-provincially and/or internationally, as requested by the Fire Marshal or designate.
4. To provide advice and guidance for the activation of *mutual aid* assistance.
5. To ensure all *participants* and *non-municipal participants* adhere to their prescribed roles and responsibilities with respect to *mutual aid*.
6. To provide roles and responsibilities for *fire co-ordinators* appointed by the Fire Marshal or designate, as well as OFM staff.
7. To provide other emergency management agencies with an understanding of the *fire co-ordinator's* role within the *MAP*.

AUTHORITY

Fire department personnel appointed by the Fire Marshal as *fire co-ordinators* shall fulfill the duties and responsibilities as instructed by the Fire Marshal (*Fire Protection and Prevention Act 1997, Section 7*).

Fire co-ordinators

7. (1) The Fire Marshal may appoint fire co-ordinators for such areas as may be designated in the appointment. 1997, c. 4, s. 7 (1).

Duties

- (2) A fire co-ordinator shall, subject to the instructions of the Fire Marshal,
- (a) establish and maintain a mutual aid plan under which the fire departments that serve the designated area agree to assist each other in the event of an emergency; and
 - (b) perform such other duties as may be assigned by the Fire Marshal. 1997, c. 4, s. 7 (2); 2002, c. 18, Sched. N, s. 1

MINIMUM CONDITIONS FOR PARTICIPATION IN MAPs

1.0 Resources and Training

- 1.1 *A participant and non-municipal participant* must have sufficient resources to meet the approved level of service within their own jurisdiction. **Reference Appendix B and C for Municipal and Non-Municipal Participants.**
- 1.2 *Fire Chiefs and non-municipal participants* shall notify the *fire co-ordinator* of all significant changes, as they occur, regarding stations, personnel, apparatus, and/or equipment and/or their ability to meet the minimum conditions for participation.
- 1.3 *MAP* assistance is to be provided to *participants* and *non-municipal participants* as requested and without costs involved.
- 1.4 The training level of *participants* should be maintained in accordance with the approved level of service as declared annually in the Municipal Profiles submitted to the OFM (see **Appendix B and C**, and the applicable legislated standard, NFPA standard and/or equivalent as a minimum).

2.0 Command and Communications

- 2.1 The *home fire department* shall maintain responsibility for the overall command of a mutual aid activation throughout the incident; with the exception that the command function, by mutual agreement, may be temporarily assigned to a qualified responding *participant*.
- 2.2 *Participants* in the *MAP* shall adopt and implement the provincial Incident Management System and implement an *Incident Command System* that is fully inter-operable with other *participants* in the *MAP*.
- 2.3 Radio communication procedures shall be established to ensure seamless communication between *participants* during *MAP* activations.

3.0 Response and Documentation

- 3.1 A request for assistance by a *participant* in the *MAP* takes priority over any other non-emergency response excepted as noted in 3.2.
- 3.2 Despite 3.1, the *fire chief*, or designate, may refuse to supply a requested response to an occurrence if such response personnel, apparatus or equipment are required to provide emergency responses in the local *municipality*. Similarly, the fire chief, or designate, may order the return of such apparatus, equipment or personnel that is responding to, or is operational at, the scene of a *MAP* activation if it is required to provide emergency responses in the local *municipality*. In such cases the *fire chief* must notify the *fire co-ordinator* or designate overseeing the event of his/her actions.
- 3.3 A by-law / alternative authorization must be passed by *council* authorizing its *fire department's* participation in the *MAP*. A by-law / alternative authorization is also required after a significant revision or change to the *MAP*, or as requested by the OFM (See **Appendix J** for a sample by-law authorizing participation in the *mutual aid plan*).

Note: Despite 3.3, NFPP fire departments must be authorized by the Fire Marshal or designate to participate in the *MAP* (Reference **Appendix V**).

- 3.4 The providing and receiving *participant*, *non-municipal participant*, and *fire co-ordinator* must agree to the *help call*, *backfill*, and *stand-by* assignments.
- 3.5 The *fire co-ordinator* and the participating *fire departments* must agree to the resources that will form part of the *MAP*. It shall be recognized that the Mutual Aid Plan for the Fire Services Within Renfrew County will be a reciprocal service agreement.

Note: For example, this does not mean a municipality with an aerial ladder truck is obligated to make it available to a municipality. Municipalities may enter into fire protection service agreements for apparatus, equipment, staffing, or other services.

- 3.6 All *participants* shall comply with all applicable laws.
- 3.7 Fire Chiefs shall submit copies of all automatic aid and fire protection agreements pertaining to emergency response that their municipality, or governing body, has entered into. These agreements shall be forwarded to the fire co-ordinator.
- 3.8 Participants and non-municipal participants that provide fire protection services under a fire protection services agreement to a municipality, territory without municipal organization, First Nations community or other organization that do not have a fire department can activate mutual aid.

Note: The *municipality, territory without municipal organization, First Nations community*, or other organization that does not have a *fire department* and is receiving emergency response services must ensure that sufficient fire protection service agreements for emergency response resources are in place to handle their own approved level of emergency response service needs.

- 3.8 *Non-municipal participants* that do not have an establishing and regulating by-law/agreement will be required to provide to the OFM a modified municipal profile-type document confirming an ability to meet the minimum requirements for participation in the *MAP*. **Reference Appendix V for Non-Municipal Participant Agreement.**

Note: There should be no boundaries within the *MAP* when considering mutual aid assistance. As an example: *help call, backfill* or *stand-by* may be from any neighbouring Counties, Districts or Regions, inter-provincially and/or internationally. A *fire co-ordinator* can request resources from any other *participant* or *non-municipal participant* in the plan.

ROLES AND RESPONSIBILITIES

4.0 Office of the Fire Marshal

- 4.1 Develops and monitors the *MAP* and appendices in consultation with *fire co-ordinators*.
- 4.2 Reviews and updates the *MAP* and appendices every 4 years, or as needed.
- 4.3 Reviews submitted *MAP*'s and notifies the *participants / non-municipal participants* when their *MAP* has been accepted (Reference **Appendix T**).
- 4.4 Maintains a centralized inventory of the most current submitted *MAP* from each *County, District, and Region*.

- 4.5 Provides support through specialized resources and equipment (e.g. Emergency Preparedness and Response Unit (EPRU) activation), as available.
- 4.6 Appoints *fire co-ordinators* for such areas as may be designated in the appointment under the Fire Protection and Prevention Act, 1997, c.4, s.7(1).
- 4.7 Appoints the *fire chief* of a *fire department* established for an unincorporated area that is to participate in the *MAP*.
- 4.8 Authorizes *fire departments* serving unincorporated areas to participate in the *MAP* through an agreement signed by the Office of the Fire Marshal.
- 4.9 Monitors mutual aid activations and any known contraventions of the *MAP* and addresses these as required.
- 4.10 Maintains the *fire co-ordinators'* website and provides regular communications and updates to the *fire co-ordinators*.
- 4.11 Organizes and conducts the *fire co-ordinators* annual meeting and learning symposium and other such meetings as may be scheduled.
- 4.12 Monitors the operations and performance of the *MAP*.
- 4.13 As requested, such as during significant events or mutual aid activations, provides advice and assistance to the fire co-ordinators or fire departments dealing with the incident.
- 4.14 Provides advice and assistance to the *fire co-ordinator* or *participants* or non-municipal *participants* as it pertains to the Province of Ontario Mutual Aid Plan, including any roles and responsibilities of the *fire co-ordinator*, *participants*, or *non-municipal participants*.
- 4.15 Attends mutual aid meetings, dependant on availability, as requested by the *fire co-ordinator*.
- 4.16 Provides training sessions for the *fire co-ordinators* / alternates.
- 4.17 Co-ordinates meetings of the *Mutual Aid Advisory Committee* with the Fire Marshal on a semi-annual basis or as needed.
- 4.18 May choose to co-ordinate mutual aid activations involving two or more county/region/district *MAP's*.

- 4.19 The Office of the Fire Marshal may deliver to the *participant* or *non-municipal participant* a written notice (copying the *fire co-ordinator*) directing them to have the identified deficiencies corrected. Failure to maintain the established criteria to the satisfaction of the OFM may result in removal from the program. See Appendix L for process flow chart.
- 4.20 Maintains confidentiality of the information collected and uses only for the intended purpose of administering MAP.

5.0 Fire Co-ordinator

Fire department personnel appointed as fire co-ordinators by the Fire Marshal or designate shall fulfill the duties and responsibilities as instructed by the Fire Marshal, or designate (*Fire Protection and Prevention Act, 1997, Section 7*).

Roles and responsibilities of the *fire co-ordinator* and, in the absence of the *fire co-ordinator*, the *alternate fire co-ordinator*, for the purposes of the MAP for the Fire Services with Renfrew County include:

- 5.1 In co-operation with the *participants* and *non-municipal participants*, develop, review, and maintain an up-to-date MAP, under the instructions of the Fire Marshal or designate.
- 5.2 Submit the MAP to the Office of the Fire Marshal for review and acceptance.
- 5.3 Review the MAP annually, or more often if required, with the *participants*, *non-municipal participants* and OFM staff, and submit updates by April 1st of every year to OFMEM.MAP@ontario.ca
- 5.4 Coordinate/monitor activations of the MAP.
- 5.5 Evaluate and process requests and recommend to the Provincial Emergency Operations Centre (PEOC) the deployment of provincial and regional assets and/or resources as per the notification process for requesting provincial resources.
- 5.6 Provide advice and assistance to the Fire Marshal or designate upon request.
- 5.7 Provide assistance and guidance to *participants* and *non-municipal participants* during *mutual aid* activations.

- 5.8 In the case of *significant events*, the *fire co-ordinator* will notify the *PEOC* at their first opportunity in order to provide a verbal synopsis of the event and determine whether the Office of the Fire Marshal involvement is required. The *fire co-ordinator* will also be required to forward an email to OFMEM.MAP@Ontario.ca within 2 business days providing a written synopsis of the significant event (**Reference Appendix O**).
- 5.9 Attend the *Fire Co-ordinators Annual Meeting and Learning Symposium*, and other meetings as may be required from time to time by the Office of the Fire Marshal.
- 5.10 Submit expense reports to the Office of the Fire Marshal, Operations Manager responsible for the *MAP*, for approval twice yearly, and more frequently if required, prior to March 1st of each year (see **Appendix R** for expense account guidelines).
- 5.11 Provide advice and assistance to promote the effective and efficient implementation of the *MAP*.
- 5.12 Maintain confidentiality of the information collected and use only for the intended purpose of administering the *MAP*.
- 5.13 Other duties as may be assigned by the Fire Marshal or designate in relation to the support of *mutual aid* activations.
- 5.14 The *fire co-ordinator* shall notify the OFM when a *participant* or *non-municipal participant* fails to maintain the established criteria for participation in the *MAP*.

Roles and responsibilities of the *fire co-ordinator* for the purposes of the *mutual aid plan* do not include:

In a *territory without municipal organization* where there are no agreements made pursuant to the *Fire Protection and Prevention Act, 1997* to provide *fire protection services*, there is ordinarily no role for the *fire co-ordinator* to play.

The role of the *fire co-ordinator* is to co-ordinate the *MAP* and to perform related duties. The *MAP* is developed between *fire departments* and *non-municipal participants*. *Fire departments* exist only in municipalities, or pursuant to an agreement in a *territory without municipal organization*.

6.0 Zone Fire Co-ordinator(s)

Zone Fire Co-ordinators are appointed to act on behalf of the *fire co-ordinator* in a defined geographic area of the *MAP*. Responsibilities include:

- 6.1 Co-ordinate/monitor zone *mutual aid* activations.
- 6.2 Ensure district plan revisions received from *fire co-ordinator* are copied and distributed to zone *fire chiefs* for updating their fire department plan.
- 6.3 Co-ordinate regular zone meetings each year.
- 6.4 Attend County/District/Region *MAP* meetings to provide zone activation updates and share zone initiatives being implemented.
- 6.5 Provide advice and assistance to promote the effective and efficient implementation of the *MAP*.
- 6.6 Attend the annual fire co-ordinators' conferences, zone meetings and such other meetings as may be convened from time to time by the Office of the Fire Marshal.
- 6.7 Maintain confidentiality of the information collected and use only for the intended purpose of administering *MAP*.

7.0 Participants

Participants in the *MAP for the Fire Services within Renfrew County* are responsible to ensure there is a by-law, agreement or alternative *acceptable* authorization to:

- 7.1 Establish and regulate their *fire department*.
- 7.2 Appoint the *fire chief* of the *fire department*, and,
- 7.3 Authorize participation in the *MAP*.
- 7.4 Meet minimum conditions for participation.
- 7.5 Attend meetings as called by the *fire co-ordinator* or Office of the Fire Marshal.
- 7.6 Notify the *fire co-ordinator* of issues which preclude meeting the minimum conditions for participation in the *MAP*.
- 7.7 Maintain confidentiality of the information collected and use only for the intended purpose of administering *MAP*.

8.0 Non-Municipal Participants

Non-Municipal Participants in the *MAP for the Fire Services within Renfrew County* are responsible for, in addition to meeting the minimum conditions for *participants*:

- 8.1 Provide and maintain a list of services.
- 8.2 Obtain authorization to participate in the *MAP* from the participating *fire chiefs* and the Office of the Fire Marshal.
- 8.3 Authority having jurisdiction must provide document authorizing participation in the *MAP*.
- 8.4 Submitting any information (i.e. asset lists, contact information) that is required in the administration of the *MAP* or as deemed necessary by the *fire co-ordinator*.
- 8.5 Ensuring that all minimum requirements for participation in the *MAP* are met or that there are acceptable equivalencies in place.

9.0 Participating Fire Departments

- 9.1 Ensure members of the *fire department* are aware of the intent and operational components of the *MAP*.
- 9.2 Notify the *fire co-ordinator* of all significant changes as they occur, regarding levels of service or modification to their establishing and regulating by-law/alternative authorization and agreements.
- 9.3 Report mutual aid activations to the *fire co-ordinator* at the first opportunity.
- 9.4 Complete and submit all required documentation as prescribed by the *MAP*.
- 9.5 Attend or ensure there is representation at every meeting(s) as called by the *fire co-ordinator*/Office of the Fire Marshal.
- 9.6 Advise the *fire co-ordinator* of any municipal re-alignments/amalgamations or any change that will affect the *MAP*.
- 9.7 Provide a copy of the *MAP* to their municipal council and clerk.
- 9.8 Participate in the submission or updating of the *MAP*, to be completed by April 1st of every year.
- 9.9 Maintain confidentiality of the information collected and use only for the intended purpose of administering *MAP*.

APPOINTMENT AS A FIRE CO-ORDINATOR, ALTERNATE, OR ZONE

10.0 Criteria for Appointment as a Fire Co-ordinator, Alternate Fire Co-ordinator or Zone Fire Co-ordinator

To be appointed as a *fire co-ordinator*, *alternate fire co-ordinator* or *zone fire co-ordinator*, the following criteria shall be met:

- 10.1 Appointees must be a *fire chief*, deputy fire chief or senior officer with the necessary training and experience (see 10.2, 10.3) and be willing to take any additional training required by the Fire Marshal to fulfill the duties of *fire co-ordinator*, *alternate fire co-ordinator*, and/or *zone fire co-ordinator* (see 10.4).
- 10.2 Necessary training includes:
 - (a) Incident Command System Training, and
 - (b) Incident Management System Training
- 10.3 Necessary experience includes:
 - (a) Previous participation in local County, Region, or District *MAP* meetings, and
 - (b) A minimum of one year experience as a *fire chief* as defined in the *Fire Protection and Prevention Act, 1997, Section 1*, or
 - (c) A minimum of two years as a deputy fire chief or other senior officer role.
- 10.4 Additional training includes:
 - (a) Successful completion of the Office of the Fire Marshal's Fire Co-ordinator Online Training upon appointment as a *fire co-ordinator*, *alternate fire co-ordinator* or *zone fire co-ordinator*, and
 - (b) Any other training deemed necessary by the Fire Marshal, or delegate

Note: The Fire Marshal or delegate reserves the right to appoint less qualified candidates, given the candidate agrees to participate in training identified by the Fire Marshal, or delegate.
- 10.5 Willingness to fulfill the role of *fire co-ordinator*, *alternate fire co-ordinator*, or *zone fire co-ordinator*.
- 10.6 Letter of Support from the municipality, or other employer, that the Fire Marshal, or designate, may request an *alternate fire co-ordinator* or *zone fire co-ordinator* temporarily fill the role of *fire co-ordinator*, if required.
- 10.7 Have the technical ability to communicate with *participants* and *non-municipal participants* within the County, District or Region and between other Counties, Districts and/or Regions (i.e., radio communications).

- 10.8 Have excellent verbal and written communication skills to communicate with *participants* and *non-municipal participants* within the neighbouring Counties, Districts or Regions, inter-provincially and/or internationally for the purposes of coordinating *MAP* meetings, amending *MAP* documents, or any other *MAP* related task.
- 10.9 Understand the requirements and implementation of the *MAP*.
- 10.10 Advise *participants* or *non-municipal participants* in the *MAP* where the OFM or *fire co-ordinator* are made aware of an impending or actual vacancy of a *fire co-ordinator* or *alternate fire co-ordinator* or *zone fire co-ordinator* to be given the opportunity to provide input into the new nomination of a *fire co-ordinator*, *alternate fire co-ordinator* or *zone fire co-ordinator*.

Note: The Fire Marshal or delegate reserves the right to revoke any of the above-mentioned appointments.

11.0 Appointment Process for Fire Co-ordinators, Alternate Fire Co-ordinators, and Zone Fire Co-ordinators

- 11.1 For a pending vacancy with an appointed incumbent, the incumbent *fire co-ordinator* shall provide a minimum 7 days' notice to their assigned Fire Protection Adviser of a pending resignation or vacating of an appointed position in their County, Region or District *MAP*. In the absence of an assigned Fire Protection Adviser, the *fire co-ordinator* shall notify the assigned *MAP* Operations Manager through OFMEM.MAP@ontario.ca.
- 11.2 For a vacating *fire co-ordinator* position, the appointed *fire co-ordinator* shall canvas existing appointed *MAP alternate/zone fire co-ordinators* to identify potential candidates. For a vacating *alternate fire co-ordinator/zone fire co-ordinator* position, or where an existing *alternate/zone fire co-ordinator* has not expressed interest in advancing to the *fire co-ordinator* position, the *fire co-ordinator* will canvas *MAP participants* to identify interested/potential candidates
- 11.3 The selection criteria outlined in Section 10 of the Province of Ontario Mutual Aid Plan will be used to identify a potential candidate. Once a candidate is identified, the *fire co-ordinator* shall solicit support for advancing a candidate's nomination to the OFM from the *participants* of the County, Region, or District *MAP*.
- 11.4 The *fire co-ordinator* shall then complete and submit **Appendix P: Request for Fire Co-ordinator** to their assigned Fire Protection Adviser, or to the *MAP* Operations Manager, along with the required supporting documentation for appointment: Letter of Municipal/Authority Support, JPEG Photo and Confirmation of Support from the County, Region, or District *MAP Participants*.

- 11.5 The assigned Fire Protection Adviser shall provide advice and assistance as requested to the *fire co-ordinator*, supporting the candidate identification and selection process in accordance with the identified selection criteria in the Province of Ontario Mutual Aid Plan.
- 11.6 Where there is a vacant *fire co-ordinator* position, the assigned Fire Protection Adviser shall canvas existing appointed County, Region, District *Alternate / Zone Fire Co-ordinators* to identify potential candidates using the selection criteria outlined in Section 10 of the Province of Ontario Mutual Aid Plan. In the event of a null response, the assigned Fire Protection Adviser shall solicit interest from other *participants* from within the County, Region, or District *MAP*. The selected candidate will then follow the process outlined in 11.4 for completing and submitting **Appendix P: Request for Fire Co-ordinator**.
- 11.7 Upon appointment from the Fire Marshal, or designate, the new *fire co-ordinator, alternate or zone fire co-ordinator* will receive an appointment package containing a badge, wallet, photo ID, letter of appointment and certificate of appointment from the Office of the Fire Marshal. The newly appointed *fire co-ordinator, alternate or zone fire co-ordinator* will receive access to the SharePoint website and shall complete the Office of the Fire Marshal Fire Co-ordinator Training.

MUTUAL AID PLAN COMPONENTS

MAP participants shall adopt all mandatory appendices and any applicable optional appendices, based on their local needs and circumstances. The appendices are intended to provide *participants* with the ability to attach additional information to the *MAP* base document that they feel will assist local *participants* and *non-municipal participants* in the application and use of the *MAP*.

The following appendices are components of the *MAP* and should be reviewed on an annual basis by April 1st of every year: Mandatory appendices are identified with a **

Appendix A - Running Card Assignments**

Appendix B & C – Emergency Contact Information and Mutual Aid Asset Report**

Appendix B & C – For Non-Municipal Participants**

Appendix D - Additional Local Minimum Requirements

Appendix E - Interoperability Border Crossing Coupling Locations and Quantities

Appendix G - Optional Conditions for Participation in Programs 3.0 County, District or Region Hazardous Materials Response Support

Appendix H - Optional Conditions for Participation in Programs *4.0 County, District or Region Extrication Response Support*

Appendix I - Optional Conditions for Participation in Programs *5.0 County, District or Region Specialized Rescue Support*

Appendix J - Sample By-Law Authorizing Participation in the Mutual Aid Plan**

Appendix L - Process for Addressing known Contraventions of the Minimum Conditions for Participation in the Mutual Aid Plan

Appendix O - Significant Event Report Form (Mandatory Post-Significant Event)

Appendix P - Request for Fire Co-ordinator

Appendix Q - Request for Temporary Appointment

Appendix R - Expense Account Guidelines

Appendix T - Plan Acceptance Form**

Appendix U - List of Agreements**

Appendix V - Non-Municipal Participant Agreement**

Appendix W – Mutual Aid Activation Report (Mandatory Post-Activation)

ACTIVATION OF THE MAP

12.0 Requesting Fire Department

All requests for help will be communicated through the dispatch services of the requesting department. Following dispatching of help, Renfrew CACC dispatch will inform the *fire* coordinator, *alternate or zone fire co-ordinator*, of the request for help and any pertinent information in regard to the request. The incident commander will request help in the following manner;

12.1 Identify who you are.

12.2 Briefly describe the nature of the incident/emergency.

12.3 Describe what is needed (equipment, staffing, apparatus, etc.).

12.4 Provide the status of the mutual aid response (who's been called already, automatic aid activations that have been initiated).

- 12.5 Give the location of the incident (coordinates, address and landmarks).
- 12.6 Give information on what is the best route and approach to the site.
- 12.7 Provide details on command and its designation. Advise who, and on what radio frequency or talk group, to contact for assignment and/or staging location. If common radio frequencies or talk groups are not available, direct the responding mutual aid companies to a specific location and advise them whom to contact on arrival.

13.0 First and/or Subsequent Help Call

- 13.1 Evaluate your ability to respond considering local capacity.
- 13.2 If prepared to do so, dispatch resources to respond to the incident.
- 13.3 The dispatch centre or first called fire department shall notify the fire coordinator of the incident/emergency and any other relevant information (such as cross-border activations, nature, size and extent of the incident) forthwith. Following any Mutual Aid response the requesting fire department will complete a Mutual Aid Activation Form (Appendix W) and/or a Significant Event Report Form (Appendix O) and e-mail to the fire co-ordinator as soon as possible following the incident.

Note: All subsequently responding participants and non-municipal participants shall notify the fire co-ordinator, through the dispatch center, of their response and any other relevant information as needed or as requested.

14.0 Fire Co-ordinator

- 14.1 Arrange for the backfill or standby for home and assisting fire departments as per **Appendix A: Running Card Assignments.**
- 14.2 Be notified of all mutual aid activations and additional assistance as required. There should be no boundaries within the Province when considering mutual aid assistance. As an example, help call, backfill, or stand-by may be from Counties, Districts or Regions, inter-provincially and/or internationally. A fire co-ordinator can request resources from any *participant* or *non-municipal participant* in the MAP.
- 14.3 Notify the Provincial Emergency Operations Centre of all significant events (Reference **Appendix O: Significant Event Form**).
- 14.4 Provide field guide to the dispatch centre and update as needed.

15.0 Termination of the Incident

- 15.1 The incident commander will determine when assisting resources are no longer required.

- 15.2 The incident commander will release resources as soon as possible.
- 15.3 Assisting *fire department(s) and non-municipal participants* will notify the *fire co-ordinator* when they are back in service in their local community. This notification can be done through dispatch services.

PROVINCIAL CBRNE AND USAR RESOURCES

The Province operates a system which provides response support for chemical, biological, radiological, nuclear, and/or explosive (CBRNE) incidents, and urban search and rescue (USAR) incidents, to local communities. The system operates under the following conditions:

- Initial response to CBRNE and USAR emergencies are a local responsibility. More advanced support may be available locally through the *MAP* or a contracted service provider, which includes contracted support from another *municipality* through a *fire protection services agreement* or an *automatic aid agreement* and contracted support from a commercial provider.
- It is intended that CBRNE teams and the USAR team, strategically located in designated cities, and operating under a memorandum of understanding with the Province of Ontario, is available to support local responders.
- The expectations and capabilities of responding CBRNE Teams shall be based on the National Fire Protection Association Standard 1072: Professional Competence of Responders to Hazardous Materials Incidents. That standard provides for the following response levels:
 - Level 1: **Awareness** of what constitutes a hazardous materials incident
 - Level 2: **Operations or mission specific** has the capacity to carry out limited response activities
 - Level 3: **Technician** has the capacity to mitigate hazardous materials incidents
- The expectations and capabilities of the responding USAR team shall be based on the National Fire Protection Association Standard 1670: Operations and Training for Technical Rescue Incidents. That standard provides for the following response levels:
 - Level 1: **Awareness** of what constitutes a technical rescue incident
 - Level 2: **Operations** has the capacity to carry out limited response activities
 - Level 3: **Technician** has the capacity to mitigate technical rescue incidents

Activation of CBRNE and USAR Resources

Refer to *Communique 2020-01: Provincial Resources for Urban Search and Rescue, Chemical, Biological, Radiological, Nuclear and Explosive, and Hazardous Materials Incidents* for information on how to activate provincial resources.

Step1: Requesting fire department contacts the fire co-ordinator.

Step 2: Fire co-ordinator assesses the situation and contacts the PEOC as necessary.

Step 3: OFM staff will contact the incident commander directly, keeping the fire co-ordinator informed. If the incident meets the response criteria OFM staff will deploy the appropriate resources.

PROTECTION FROM PERSONAL LIABILITY AND INDEMNIFICATION

Fire co-ordinators are protected from personal liability and indemnification pursuant to Sections 74. (1), (2) and 75. (1) of the *Fire Protection and Prevention Act, 1997*.

RISK EXPOSURE OF NON-MUNICIPAL PARTICIPANTS

Non-municipal Participants are encouraged to review all of the conditions for participation, their authorization (internal Policy/Band Council/Federal law/State law, etc.), insurance coverage and seek legal counsel on the level of risk exposure related to participation in this plan. While the authorization to participate is obtained from the participants and the Office of the Fire Marshal, the choice to participate lies with the individual organization.

CONTACTING THE OFFICE OF THE FIRE MARSHAL

Submitting Documentation

The *Operations Manager* assigned to the *MAP* is responsible for reviewing and approving all County, Region or District *MAP* submissions, appointment requests, and expense claims. Unless otherwise specified through the Province of Ontario Mutual Aid Plan, the *fire co-ordinator* will forward:

- Current copies of local County, Region, or District *MAPs*
- Updates to *MAP* resources, contact lists, etc.,
- Significant Event Reports (Appendix O) and Mutual Aid Activation Reports (Appendix W), and/or
- Any other *MAP* document or correspondence that has not been specified throughout the Province of Ontario Mutual Aid Plan

To the *MAP* e-mail for review: OFMEM.MAP@ontario.ca.

Note: Original copies of expense claims must be mailed to the following address for review and approval (faxed or electronic copies are not *acceptable* for approved government procedures).

Office of the Fire Marshal
2284 Nursery Road
Midhurst, ON
L9X 1N8

Questions

In those instances when a *fire co-ordinator*, *alternate fire co-ordinator* or *zone fire co-ordinator* has a question about the expected roles and responsibilities, he/she will utilize their assigned Fire Protection Adviser as their first point of contact. In the event there is no assigned Fire Protection Adviser, or the assigned FPA is absent, the *fire co-ordinator* may contact the *Operations Manager* through OFMEM.MAP@ontario.ca or through the Advice and Assistance phone line: **1-844-638-9560**.

During non-business hours, contact may be arranged through the *Provincial Emergency Operations Centre* by calling **1-866-314-0472** and asking to be put in contact with the on-call manager for Field and Advisory Services, who will address the concern directly and/or place you in contact with the appropriate *Operations Manager*.

Any issues encountered while trying to access provincial resources should be brought to the attention of the *Operations Manager*.

Proposals to change provincial *MAP* can be forwarded to the OFM through OFMEM.MAP@ontario.ca.

Contact Information

OFMEM – General Inquiries

OFMEM

1-647-329-1100
1-800-565-1842
askofmem@ontario.ca

Field and Advisory Services Toll Free Number

1-844-638-9560
OFMEM-FAS-AA@ontario.ca

Public Safety Education

1-647-329-1100
ofm.pubed@ontario.ca

Technical Services

1-647-329-1100
firesafetystandards@ontario.ca

Ontario Fire College

1-705-687-2294
askofc@ontario.ca

Academic Standards and Evaluation

1-647-329-1100
OFMtestingandcertification@ontario.ca

Emergency Management

1-866-314-0472
askofmem@ontario.ca

Administration and Business Services

1-647-329-1100
askofmem@ontario.ca

Provincial Emergency Operations

1-416-314-0472
1-800-461-2281 (toll free)

After Hours PEOC:

1-800-461-2281
PEOCDO01@ontario.ca

GLOSSARY

In this document,

Acceptable* - means acceptable to the *fire co-ordinator* and participating *fire chiefs* in consultation with the Office of the Fire Marshal.

Alternate Fire Co-ordinator* - means the person appointed by the Fire Marshal, or designate, under the authority of the *Fire Protection and Prevention Act, 1997* to act in the absence of the *fire co-ordinator* and may also co-ordinate a geographic portion of a County, Region, or District under the direction of the *fire co-ordinator*.

Automatic Aid agreements¹ - For the purposes of the Fire Protection and Prevention Act, 1997 an *automatic aid agreement* means any agreement under which

(a) a *municipality* agrees to ensure the provision of an initial response to fires, rescues and emergencies that may occur in a part of another *municipality* where a *fire department* in the *municipality* is capable of responding more quickly than any *fire department* situated in the other *municipality*; or

(b) a *municipality* agrees to ensure the provision of a supplemental response to fires, rescues and emergencies that may occur in a part of another municipality where a fire department situated in the municipality is capable of providing the quickest supplemental response to fires, rescues and emergencies occurring in the part of the other municipality. 1997, c. 4, s. 1 (4).

A *mutual aid plan* established under section 7 does not constitute an *automatic aid agreement* for the purposes of subsection (4). 1997, c. 4, s. 1 (5).

Backfill* – means when a participant in the *MAP* is deployed into a station to assist by providing coverage while the receiving participant's resources are committed to an emergency. The participants that are providing the backfill may be required to assist at that emergency or respond to other alarms.

Council*- means the *council* of a *municipality* participating in the *MAP*.

Fire Chief²– means a *fire chief* appointed under subsection 6 (1), (2) or (4) of the *Fire Protection and Prevention Act, 1997*; (“chef des pompiers”)

Fire Co-ordinator* - means the person appointed by the Fire Marshal, or designate under the authority of the *Fire Protection and Prevention Act, 1997* to establish and maintain the *mutual aid plan*, and perform other duties as may be assigned by the Fire Marshal or designate.

*Mutual Aid Re-Write Committee

¹ Fire Protection and Prevention Act, 1997, c. 4, s. 1 (4), (5).

² Fire Protection and Prevention Act, 1997

Fire Department³ - means a group of firefighters authorized to provide *fire protection services* by a *municipality*, group of municipalities or by an agreement made under Section 3 of the *Fire Protection and Prevention Act, 1997*.

Note: For the purposes of the *MAP*, includes *non-municipal participants*.

Fire Protection Services⁴ - includes,

- (a) fire suppression, fire prevention and fire safety education,
- (b) mitigation and prevention of the risk created by the presence of unsafe levels of carbon monoxide and safety education related to the presence of those levels,
- (c) rescue and emergency services,
- (d) communication in respect of anything described in clauses (a) to (c),
- (e) training of persons involved in providing anything described in clauses (a) to (d), and
- (f) the delivery of any service described in clauses (a) to (e);

First Nation Community⁵ - means a community that is part of, or that is a reserve, as that term is defined in the *Indian Act* (Canada).

Help Call* - means the *participant or non-municipal participant* that is called to assist another *participant or non-municipal participant* in the event of a *MAP* activation.

Home Fire Chief* - means the *fire chief* of the *municipality*, non-municipal community or area experiencing a *major emergency/significant event*.

Home Fire Department* - means the *fire department* of the *municipality*, non-municipal community or area experiencing a *major emergency/significant event*.

Incident Command System (ICS)⁶ – means the first and primary organizational component of the IMS, which is responsible for managing all responses to an incident and to which all other functions report, and which may consist of a single person or a team.

Incident Management System (IMS)⁷ – means a standardized approach to emergency management, encompassing personnel, facilities, equipment, procedures, and communications operating within a common organizational structure. The IMS is predicated on the understanding that in any and every incident there are certain management functions that must be carried out, regardless of the number of persons who are available or involved in the emergency response.

³ Fire Protection and Prevention Act, 1997

*Mutual Aid Re-Write Committee

⁴ Fire Protection and Prevention Act, 1997

⁵ OFMEM Legal Department

⁶ IMS-100 Introduction to the Incident Management System (IMS) for Ontario, December 2008

⁷ Emergency Management Ontario: Glossary of Terms

Major Emergency* – means a situation that, in the opinion of the fire chief, constitutes a danger of major proportions to life, property and/or the environment.

Municipality⁸ – means a single-tier or lower-tier municipality.

Mutual Aid* – means a program:

- to provide / receive assistance in the case of a *major emergency/significant event* in a *municipality*, non-municipal community or area; and
- to provide a mechanism that can be used to activate responses to incidents that exceed the capability of the *participant* or *non-municipal participant*

Mutual Aid Advisory Committee* – means a committee that is made up of Fire Co-ordinators from across Ontario and OFM staff.

Mutual Aid Plan (MAP)* - Means the Province of Ontario Mutual Aid Plan, which incorporates the County, Regional and District mutual aid plans developed under the authority of the *FPPA, 1997*, and under the direction of the Fire Marshal, facilitate the provision of associated *fire protection services* to the residents of County, Regional and District under the a coordinated and cooperative provincial plan.

Non-Municipal Participant* – means a fire brigade or fire service that is not within an organized *municipality*, such as an industrial fire brigade or a fire service within a federal jurisdiction (e.g. First Nations), or outside the province of Ontario or in a *territory without municipal organization*, other than the Northern Fire Protection Program, that is accepted into the plan by the participating fire chiefs and by the Fire Marshal.

Operations Manager* – means the person appointed by the Fire Marshal to manage OFM resources within the Field and Advisory Services Section under the direction of the Fire Marshal.

Participant* - means a *municipality*, approved by the Fire Marshal, or designate, which operates or manages a *fire department* that meets and maintains the requirements for participation in the *MAP*.

PEOC – means the Provincial Emergency Operations Centre.

Running Assignment*- means the agreed-upon arrangements to be used as a guideline by the *Fire Co-ordinator* when sending resources to assist other *participants* or *non-municipal participants* who are requesting help.

Significant Event* – means a *mutual aid* activation where the *home fire department* requests the assistance of two or more *fire departments* for an emergency.

⁸ Municipal Act, 2017

*Mutual Aid Re-Write Committee

Stand-by* – means when a *participant or non-municipal participant* is put on notice that they will be the first response to incoming emergency calls for help within another participant's jurisdiction while their resources are committed to an emergency. The department on standby provides coverage without physically moving resources until requested.

Territory without municipal organization* - means a geographic area without *municipal* organization.

Zone Fire Co-ordinator*- means the person appointed by the Fire Marshal, or designate, under the authority of the *FPPA, 1997*, to co-ordinate a geographic portion of the *mutual aid plan* under the direction of the *fire co-ordinator*.

The Corporation of the City of Pembroke

By-law Number 2025-32

A By-law to authorize the sale of municipally-owned property known municipally as 124 Woodcrest Drive

Whereas, Section 270(1) of the *Municipal Act, 2001*, S.O. 2001, c. 25, as amended, requires that municipality shall adopt and maintain a policy with respect to the sale and other disposition of land; and

Whereas, the Council of the Corporation of the City of Pembroke has, through passage of By-Law No. 2023-36, established procedures with respect to the sale and disposition of land; and

Whereas, the Council of the Corporation of the City of Pembroke provided direction to staff in closed session at its Regular meeting of Council on August 18, 2024 to negotiate an Agreement of Purchase and Sale with Storage Suites Developments Inc. with respect to lands located in the McCool Business Park and municipally known as 124 Woodcrest Drive.

And Whereas negotiations have resulted in receipt of an acceptable the Agreement of Purchase and Sale.

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

1. That the Mayor and Chief Administrative Officer are hereby authorized to execute any documents necessary for the transfer of the property known municipally as 124 Woodcrest Drive, Pembroke and legally described as Pembroke Concession 1; Part Gore Lot A; designated as Parts 1 and 2 on 49R-20885 and subject to an easement over Part 2 on 49R-20885; City of Pembroke to Storage Suites Inc. and authorize by this by-law to be sold.
2. That the Agreement of Purchase and Sale with Storage Suites Inc. shall be attached hereto as Appendix “A” and form part of this by-law as if fully recited herein.
3. This by-law shall come into force and take effect upon the date of the final passing thereof.

Passed and enacted this 18th Day of March, 2025

Ron Gervais
Mayor

Victoria Charbonneau
Clerk

Appendix “A” to By-law 2025-32

This agreement made this 18 day of March, 2025.

Between: **The Corporation of the City of Pembroke**
hereinafter referred to as the “City”

of the First Part;

and: **Storage Suites Developments Inc.**
hereinafter referred to as the “Purchaser”

of the Second Part;

Witnesseth that:

Whereas the City is the legal owner of the lands referred to as Pembroke Concession 1; Part Gore Lot A; designated as Parts 1 and 2 on 49R-20885 and subject to an easement over Part 2 on 49R-20885; City of Pembroke;

And Whereas the City has entered into an agreement of purchase and sale with the Purchaser for Pembroke Concession 1; Part Gore Lot A; designated as Parts 1 and 2 on 49R-20885 and subject to an easement over Part 2 on 49R-20885; City of Pembroke;

Now Therefore in Consideration of the premises and the mutual covenants of the Parties, the Parties hereto covenant and agree to the following:

1. The Purchaser agrees to the following:

- i) That as a condition of the sale, the Corporation of the City of Pembroke and the Purchaser enter into an agreement and the Corporation of the City of Pembroke has the right to re-purchase the Property should a building permit not be issued, a site plan agreement not be in place. and construction of a building not be commenced by April 1, 2027 for the amount of the Purchase Price provided for in this Agreement less any legal fees and applicable taxes incurred by the City of Pembroke. To effect the re-purchase the City of Pembroke will provide notice of their intention to re-purchase the Property on or after April 2, 2027 and close the transaction within 60 days thereafter.
- ii) That the City is authorized to complete and register any necessary documents to give effect to this agreement and the re-purchase provision.
- iii) Payment to the City the sum of \$27,456 plus HST for the purchase 124 Woodcrest Drive.

2. The purchaser is responsible for all survey costs and legal fees including all the City’s legal fees incurred by the City in regard to this property.

This agreement shall endure to the benefit of, and be binding upon, the parties hereto and their executors and assigns.

In witness whereof the parties hereto have hereunto affixed their hands and seals.

The Corporation of the City of Pembroke

Ron Gervais
Mayor

David Unrau
Chief Administrative Officer

Purchaser

Brittany Clelland
Storage Suites Developments Inc.
I have the authority to bind the corporation.
PS Box 263
King City, ON
L7B 1A5

The Corporation of the City of Pembroke

By-law Number 2025-33

A By-law for the Corporation of the City of Pembroke to adopt a Tangible Capital Asset Policy.

Whereas the *Municipal Act, S.O. 2001, c. 25*, as amended, imposes upon municipalities the obligation to adopt policies with respect to the procurement of goods and services;

And Whereas the *Municipal Act, S.O. 2001, c. 25*, requires municipalities to prepare annual financial statements in accordance with generally accepted accounting principles for local government as recommended by the Public Sector Accounting Board (PSAB);

And Whereas PSAB accounting standards requires users to present standardized information about the complete stock of their tangible capital assets and amortization in the summary financial statements to demonstrate stewardship and the cost of using those assets to deliver programs and provide services.

And Whereas *O.Reg. 588/17 Asset Management Planning for Municipal Infrastructure* requires municipalities to link the Asset Management Plan with Tangible Capital Asset Policy to ensure alignment between these two policies;

And Whereas the Tangible Capital Asset Policy requires some flexibility to ensure continued alignment with future Asset Management Plans;

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

1. That the Tangible Capital Asset Policy, as set out in the attached document and marked as Schedule “A” to this by-law, be, are they are, hereby adopted as the Tangible Capital Policy of the Corporation of the City of Pembroke.
2. That any other by-law inconsistent with the provisions contained in this by-law are hereby repealed as of the effective date of this by-law.
3. This by-law shall come into force and take effect on January 1, 2024.

Passed and Enacted this 18th Day of March, 2025.

Ron Gervais
Mayor

Victoria Charbonneau
Clerk



Corporate Policy

Policy:	Tangible Capital Asset Policy
Main Contact:	Financial Planning Analyst
Last Revision:	March 2025

Policy Statement

Tangible Capital Assets are the single largest investment made by the City and need to be handled in accordance with Public Sector Accounting Board Section 3150 on the annual Financial Statements. This policy will outline the treatment of Tangible Capital Assets by the Treasury Department and City staff.

Purpose

The purpose of this policy is to establish the guidelines around the treatment of Tangible Capital Assets as it relates to PSAB 3150 and the City's Financial Statements.

- Outline the accounting treatment of Tangible Capital Assets to assist users of the City's Financial Statements as it pertains to the investment made in property, buildings, and equipment.
- Criteria as to the recognition of a Tangible Capital Asset, the carrying amount, annual Amortization, and any impairment losses as per PSAB 3150.
- As per the Canadian Institute of Chartered Accountants section 1508, establish criteria for accounting estimates when measurement uncertainty exists.
- Establish roles and responsibilities for City staff.
- Ensure consistent and transparent treatment of all Tangible Capital Assets.

Application

This policy applies to all City staff.

Definitions

Accumulated Amortization – represents the total to date of the annual amortization expense relating to the Tangible Capital Asset since it was placed in use.

Acquisition Cost – the amount of consideration given up to: acquire, construct, develop or better a Tangible Capital Asset.

Amortization – process of annually expensing the cost of the Tangible Capital Asset, less any Residual Value, over the Tangible Capital Asset's Estimated Useful Life.

Betterment – costs incurred to enhance the service potential of a Tangible Capital Asset. One of the following criteria must exist in order to capitalize these costs:

- Significant reduction in operating cost
- Estimated Useful Life is extended
- Quality of the output is improved

Disposals – refers to the removal of a capital asset from service as a result of sale, destruction, loss or abandonment. The asset is removed from the inventory.

Estimated Useful Life – estimate of the period over which a Tangible Capital Asset is expected to be used. This can be in years or units (hours or kilometers). This period is the amount of time or units that the Tangible Capital Asset will be amortized over.

Fair Market Value – amount of consideration given for a Tangible Capital Asset between two unrelated parties in an arms-length transition where all parties are knowledgeable and willing.

Gain on Disposal – the amount of proceeds that exceed the Net Book Value of the Tangible Capital Asset when the Tangible Capital Asset is disposed of. Gains will be allocated to the department that was responsible for the Tangible Capital Asset and transferred to the appropriate reserve (fund). This is a cash transaction.

Generally Accepted Accounting Principles – generally referred to as GAAP. This is a combination of authoritative standards and the commonly accepted ways of recording and reporting accounting information.

Loss on Disposal – the amount that the Net Book Value exceeds the proceeds realized when the Tangible Capital Asset is disposed. The loss will be allocated to the department that was responsible for the Tangible Capital Asset. This is a non-cash transaction.

Net Book Value – difference between the Tangible Capital Asset Acquisition Cost and the Accumulated Amortization.

Public Sector Accounting Board – generally referred to as PSAB, this board was created to serve the public interest by establishing accounting standards for the public sector in addition to providing guidance for financial and other performance information.

Repairs and Maintenance – costs incurred to keep the Tangible Capital Asset in working condition. These costs are expensed annually and shown on the City’s Statement of Operations.

Residual Value – the estimated net realizable value of a Tangible Capital Asset at the end of the Tangible Capital Asset’s useful life. The City generally assumes a Residual Value of \$0.

Tangible Capital Asset – non-financial assets having physical substance that include all of the following criteria:

- Are held for use in the production or supply of goods and services, for rental to others, for administrative purposes or for the development, constructions, maintenance or repair of other tangible capital assets;
- Have useful economic lives extending beyond an accounting period;
- Are to be used on a continuing basis; and
- Are not for sale in the ordinary course of operation

Procedures

Tangible Capital Assets PSAB 3150

This accounting standard outlines that all Tangible Capital Assets be held at historical cost and shown on the City’s Statement of Financial Position. In addition, the City has a Tangible Capital Asset Note to the Financial Statement, which includes the following information:

- The Tangible Capital Assets recorded at cost
- The Net Book Value of all Tangible Capital Assets
- The Accumulated Amortization
- The annual Amortization that is expensed on the Statement of Operations
- The Disposals that occurred in the given year

This note allows the reader of the Financial Statements the ability to see what changed during the year in the Tangible Capital Assets owned by the City.

Tangible Capital Asset Classification

For the purpose of reporting, Tangible Capital Assets need to be classified. Tangible Capital Assets will be classified in the following groups for the Financial Statements:

- Land
- Land Improvements
- Buildings

- Machinery/Equipment
- Vehicles
- Linear Assets

In addition, each Tangible Capital Asset will be assigned to the department to which is responsible for the Tangible Capital Asset. This will allow annual amortization to be expensed to the correct department as well as it ties the Tangible Capital Assets in the annual Financial Information Return.

Segments

Linear Tangible Capital Assets (roads, water, wastewater and stormwater pipes) will be broken down into logical segments as determined by the department responsible for the Tangible Capital Asset.

Capitalization Threshold

The threshold represents the minimum cost that an individual (or pooled) Tangible Capital Asset must have before being capitalized and shown on the Statement of Financial Position. The Treasurer has authority to capitalize any other asset that is deemed necessary. The Treasurer shall have authority to update the dollar value thresholds from year to year as required to keep up with inflation and other factors. Refer to **Appendix A** for thresholds by classification.

Pooled Tangible Capital Assets

Similar assets that have a unit value below the capitalization threshold (on their own) but have a material value as a group. Such assets shall be ‘pooled’ as a single asset with one combined value. Although recorded in the asset module as a single asset, each unit of the pool may be recorded in an asset sub-ledger for monitoring and control of their use and maintenance. If this is the case, the Tangible Capital Assets will be capitalized as a pooled Tangible Capital Asset and recorded; amortized over the useful life; and assumed to be disposed of at the end of estimated useful life. Refer to **Appendix B** for pooled assets.

Recording and Valuing Tangible Capital Assets

When recording Tangible Capital Assets, the City has two approaches that are both accepted under GAAP, Whole Tangible Capital Asset and component.

Whole Tangible Capital Asset – this approach would see the entire Tangible Capital Assets and all components recorded and amortized as one Tangible Capital Asset. An example would be a snow plow truck.

Component Approach – under this approach, major components of a Tangible Capital Asset are recorded and amortized as separate pieces. An example of this would be a building that would be recorded as structure, roof, electrical, plumbing, and HVAC.

The Component approach is more appropriate for large scale Tangible Capital Assets that can easily be broken down into smaller Tangible Capital Assets, which can have different values and estimated useful lives.

Additional factors to consider when choosing an approach:

- Significance of the amounts
- Quantity of individual Tangible Capital Assets
- Availability/reliability of the information with respect to the specific components
- Information needs to make future decisions

Recording a Tangible Capital Asset

A Tangible Capital Asset should be recorded and recognized on the Financial Statements when both of the following criteria exist:

- It is probable that a future benefit to the City will be obtained from the Tangible Capital Asset
- There is a reliable/appropriate base of measurement

The acquisition date of the Tangible Capital Asset is the earlier of:

- The date that the legal ownership of the Tangible Capital Asset is transferred to the City
- The date that the construction of the Tangible Capital Asset is completed and ready for use

Determining when a Tangible Capital Asset is complete and ready for use requires situation specific considerations. These considerations will be made with the responsible department in conjunction with the Treasury Department.

Valuing Tangible Capital Assets

Tangible Capital Assets are considered non-financial Tangible Capital Assets and are included on the Statement of Financial Position. In accordance with GAAP, the historical cost of the Tangible Capital Asset must be used when capitalizing the expenditures.

Costs can include:

- Purchase price of the Tangible Capital Asset
- Direct construction costs including labour (external) and materials

- Installation costs
- Design and engineering fees
- Legal and surveying fees
- Site preparation
- Freight and duty costs
- Insurance costs related to the transportation of the Tangible Capital Asset

For projects that result in multiple Tangible Capital Assets, for example a building, the general costs will be distributed based on the percentage of the individual Tangible Capital Assets.

City staffing costs (salaries and benefits) can be allocated to the capital project, however the staff member's time must be clearly attributable to the project and not include hours working on other items. Whether staffing costs can be capitalized is at the sole discretion of the Treasurer.

Interest costs related to the financing of a Tangible Capital Asset will not be capitalized, rather expensed through the annual Statement of Operations.

Betterment versus Maintenance

Costs of Betterment are considered to be part of the Tangible Capital Asset and therefore capitalized whereas maintenance costs are expensed annually on the Statement of Operations. Major Betterments should be included in the annual Capital Budgets whereas repairs and maintenance should be included in the annual Operating Budgets of the respective department.

To be considered a Betterment, the cost must be equal to or greater than 20% of the historical cost for both individual and pooled Tangible Capital Assets. In addition to criterion, one of the following must also exist:

- The Estimated Useful Life is extended by 25%
- The costs result in an increased capacity of at least 25%
- The efficiency of the Tangible Capital Asset is increased by 15%
- The operational costs decreased by 15%

When a cost cannot be differentiated between a Betterment and maintenance, the cost will be considered an expense and shown on the annual Statement of Operations.

Capital Leases

The City may enter into an agreement with a third party to lease a Tangible Capital Asset. The lease is deemed a capital lease and will be treated as all other Tangible Capital Assets,

if the City receives substantially all the benefits and risks associated with the Tangible Capital Asset. At least one of the following criteria must exist for a lease to be capitalized:

- There is a reasonable chance that the City will assume ownership of the Tangible Capital Asset at the end of the lease.
- The lease term is for more than 75% of the Estimated Useful Life of the Tangible Capital Asset.
- The present value of the minimum lease payments is equal to 90% or more of the Fair Market Value of the Tangible Capital Asset at the inception of the lease.

If the thresholds are met, then a Tangible Capital Asset will be recorded with an offsetting capital lease liability for the present value of the minimum lease payment.

Contributed or Donated Tangible Capital Assets

The City can have Tangible Capital Assets either donated or contributed for the delivery of the services provided by the City. A donated Tangible Capital Asset could be a piece of land given for the purposes of a park and a contributed Tangible Capital Asset could be linear works received during the assumption of a subdivision.

These Tangible Capital Assets need to be capitalized at the Fair Market Value on the date of contribution and included on the Statement of Financial Position.

For donated Tangible Capital Assets, the department receiving the Tangible Capital Asset should obtain an independent valuation from a third-party, such as an appraisal or engineering professional opinion. This third party valuation will be the Fair Market Value assigned to the donated Tangible Capital Asset.

For contributed Tangible Capital Assets, the department receiving the Tangible Capital Assets will obtain the Fair Market Value of the Tangible Capital Assets through the development contract or agreement.

If a Fair Market Value cannot be determined by the process outlined above, then a nominal value will be used and a note to disclose this information will be included with the Statement of Financial Position.

Amortization

Amortization reflects the annual cost to the City of the Tangible Capital Assets. As the Tangible Capital Asset is consumed (through the Estimated Useful Life) a portion is allocated as an operating expense through amortization.

The cost, less residual value, of the Tangible Capital Assets are amortized on a straight-line basis over their Estimated Useful Life. Annual amortization is prorated by month in the year of acquisition and in the year of disposal.

Land is the only category of Tangible Capital Assets that will not be amortized.

As per section PSAB 3150.29, the amortization method of Estimated Useful Life of a Tangible Capital Asset should be adjusted if one of the following events occurs:

- A change in how the Tangible Capital Asset is used
- Removal of the Tangible Capital Asset out of service for an extended period of time (one year)
- Physical damage to the Tangible Capital Asset
- Significant technological advancements
- Change in the demand of the service (that the Tangible Capital Asset provides)
- Change in legislation that affecting the period of time over which a Tangible Capital Asset can be used.

Amortization is reviewed on an annual basis through the completion of the Financial Statements.

Estimated Useful Life

The estimated useful life (refer to **Appendix C**) is the shorter of either the physical, technological, commercial or legal life. Using professional judgement, staff have assigned an estimated useful life for the various Tangible Capital Assets that are owned and operated by the City. Although the physical life of the Tangible Capital Asset may differ, the intent is to try and make these two useful lives the same. Factors that go into setting the estimated useful life include:

- Experience with similar Tangible Capital Assets
- Third party knowledge of the Tangible Capital Assets
- Expected usage of the Tangible Capital Asset in conjunction with the maintenance program

The Treasurer shall have authority to update the Estimated Useful Life as required.

Impairment of a Tangible Capital Asset

When a Tangible Capital Asset is no longer able to provide the good and or service that it was purchased to perform, the Net Book Value of that Tangible Capital Asset needs to be reduced to reflect the new Fair Market Value of the Tangible Capital Asset to the City

Any impairments will be expensed to the responsible department and will be shown on the annual Statement of Operations.

Indications of an impairment include:

- A change in how the Tangible Capital Asset is used
- A change in the manner to which a Tangible Capital Asset is used
- Physical damage to the Tangible Capital Asset
- Significant technological advancements
- Change in the demand of the service (that the Tangible Capital Asset provides)
- A decision to halt construction before the Tangible Capital Asset is in a useable condition

Disposals

On disposal, the historical cost and accumulated amortization is removed from the Statement of Financial Position. As per PSAB 3150, the difference between the net proceeds on disposal and the Net Book Value of the Tangible Capital Asset is accounted for as either a revenue (Gain on Disposal) or expense (Loss on Disposal) through the Statement of Operations.

Disposals of a Tangible Capital Asset may occur by sale, trade-in, destruction, loss or abandonment.

Tangible Capital Assets under Construction (Work In Progress)

During construction or the ordering process of a Tangible Capital Asset the costs will be recorded to the Work In Progress inventory account. Once the Tangible Capital Asset is completed and ready to be transferred into use, the Tangible Capital Asset is then transferred to the correct Tangible Capital Asset classification.

Tangible Capital Assets included in the Work In Progress account are not amortized until they are considered in service. All costs included in Work In Progress must be written off if construction of the Tangible Capital Asset is terminated or deferred indefinitely, or have been in Work In Progress for five years, whichever is earlier.

Accountability

Council

- Accountable to the public for approving acquisition, control and disposal of tangible capital assets through the budget process

- Accountable to the public for approving policies, procedures, plans, and guidelines as they relate to the management and financing of tangible capital assets

Chief Administrative Officer

- Accountable for evaluating and prioritizing capital spending submissions against competing needs for all departments and within corporate priorities, management and financial planning as established by Council

Directors

- Accountable to ensure tangible capital asset management is developed in a manner reflective of departmental business plans and in compliance with policies and procedures
- Accountable to ensure tangible capital asset management is incorporated within approved departmental budgets
- Accountable for reporting capital budget variances to CAO, Treasurer, and Council
- Accountable, as part of the Senior Management Team, for evaluating and prioritizing capital spending submissions against competing needs for all departments and within corporate priorities, management and financial planning as established by Council

Treasurer

- Accountable for recommending policies and procedures involving the management of tangible capital assets and reporting to both Senior Management and Council
- Accountable for ensuring adherence to statutory and policy requirements governing the use of capital funds
- Accountable for making recommendations to the departments and Council on capital funding decisions
- Accountable for regularly updating the City's Asset Management Plan to meet provincial requirements and help provide long-term sustainability of services
- Accountable for reporting significant capital budget variances to Council in a consolidated format

Exclusions

There are no exclusions from this policy.

References and Related Policies

1. Public Sector Accounting Board 3150
2. Corporation of the City of Pembroke Procurement Policy and Procedures Manual
3. Public Sector Accounting Board 3280

Authority

This policy is established pursuant to the *Municipal Act, 2001 Section 294.1*:

A municipality shall, for each fiscal year, prepare annual financial statements for the municipality in accordance with generally accepted accounting principles for local governments as recommended, from time to time, by the Public Sector Accounting Board of the Chartered Professional Accountants of Canada.

The City is required to follow this policy to ensure compliance with PSAB 3150.

Monitoring

This policy will be reviewed once every term of Council.

Change History

Policy: Tangible Capital Asset Policy

Effective Date	Significant Changes	By-Law #
October 1, 2019	Policy established to comply with PSAB 3150	N/A
March 4, 2025	Updated policy and created Appendices	2025-33

Appendix A: Thresholds

Classification	Threshold
Land	All
Land improvements	\$25,000
Building	\$25,000
Building Improvements	\$15,000
Machinery & Equipment	\$10,000
Vehicles	\$10,000
Linear Assets	\$25,000
Pooled Assets	\$50,000

Any other asset that is deemed necessary to capitalize by the Treasurer of the City of Pembroke.

Appendix B: Pooled Assets

- Bunker Gear
- Centreline/Entrance Culverts
- Fire Hydrants
- Library Books
- Streetlights/Poles

Appendix C: Estimated Useful Life

Land Improvements	Estimated Useful Life (EUL) - years
Amphitheatre – Seating	25
Amphitheatre – Structure	15
Baseball Diamonds	30
Basketball/Tennis/Sports Court	15
Boardwalk – Wooden	10
Boat Ramp – Concrete	20
Break Wall	50
Campground Service Connections	20
Concrete Pads	30
Docking	20
Fencing	20
Flotation Tubes	25
Horse Shoe Pit	40
Outdoor Lighting	20
Parking Lot – Asphalt	15
Parking Lot – Concrete	30
Parking Lot – Gravel	25
Paved Path	20
Picnic Shelter/Gazebo/Pavilions	15
Playground Equipment	20
Retaining Wall	25
Skate Park	40
Soccer Pitch – Outdoor	20
Splash Pad – Chlorinator	15
Splash Pad – Filter	20
Splash Pad – Pump	20
Splash Pad – Concrete	20
Stonework/Patio Stone Area	25
Trail	25

Building/Building Improvements	Estimated Useful Life (EUL) - years
Access System	25
Commercial	50
Fibre Optics	30
Improvements – Elevator/Lift	25
Improvements – Flat Roof	25
Improvements – Man Lift	25
Improvements – Metal Roof	50
Improvements – Shingle Roof	20
Improvements – Exterior Metal Cladding	50
Improvements – Exterior Siding	15
Improvements – Exterior Structure/Foundation	50
Improvements – Interior Air Conditioner	15
Improvements – Interior Ceiling Finish	10
Improvements – Interior Chiller	25
Improvements – Interior Condenser	20
Improvements – Interior Dehumidifier	20
Improvements – Interior Electrical	20
Improvements – Interior Flooring	50
Improvements – Interior Gas Boiler	15
Improvements – Interior Hot Water System	25
Improvements – Interior HVAC	25
Improvements – Interior Plumbing	20
Improvements – Interior Rink boards	25
Improvements – Portable Structure (Shed)	25
Salt/Sand Domes	50

Machinery/Equipment	Estimated Useful Life (EUL) - years
Bleachers (pooled)	20
Brine Pump/Motor	30
Compressor	25
Fire – Breathing Air Equipment – Compressor	15
Fire – Breathing Air Equipment – Filler	25
Fire – Breathing Air Equipment – SCBA	10
Fire – Bunker Gear	10
Fire – Extrication Package	10
Fire – Hose Dryer	20
Fire – Thermal Camera	10
Fuel Pump	15
Fuel Tanks	25
Generator	20
LED Signs	15
Library Books (pooled)	7
Lift Station Pumps	12
Maintenance Equipment	15
Park Benches (pooled)	10
Score Clock	25

Vehicles	Estimated Useful Life (EUL) - years
Backhoe	10
Cars/SUV/Van	10
Compactor	12
Fire – Aerial	20
Fire – Boat	25
Fire – Boat Engine	10
Fire – Command Centre Trailer	15
Fire – Emergency Vehicle	15
Fire – Pumper	20
Front End Loader	12
Grader	15
Heavy Duty Trucks – Dump/Plow (2 ton)	10
Ice Resurfacer	10
Leased Vehicle	4
Light Duty Trucks – (1/2 ton, ¾ ton)	10
Medium Duty Trucks (1 ton)	10
Mower	10
Sidewalk Tractor	12
Sweeper	12
Trailer/Float	15
UTV	10

Linear Assets	Estimated Useful Life (EUL) - years
Bike Paths/Walkways – Asphalt	20
Bike Paths/Walkways – Concrete	30
Bike Paths/Walkways – Dirt	20
Bike Paths/Walkways – Gravel	15
Bike Paths/Walkways – Interlocking	30
Boulevard	15
Bridge – Deck	40
Bridge – Precast Concrete	40
Bridge – Prestressed Concrete	45
Bridge – Steel with Trusses	50
Bridge – Timber/Wood	45
Composite Rubber	7
Culverts – Centre-Line (Major Culvert)	30
Culverts – Entrance	20
Curbs and Gutters – Asphalt	15
Curbs and Gutters – Concrete	30
Ditches	15
Fire Hydrants	40
Guardrails	20
Outfall	75
Pedestrian Bridge – Concrete	30
Pedestrian Bridge – Steel	30
Pedestrian Bridge – Wood	25
Road Substructure	40
Road Substructure	45
Road Surface	18
Roads – Asphalt Double	15
Roads – Asphalt Single	12
Roads – Asphalt Triple	20
Roads – Concrete	30
Roads – Dirt	10
Roads – Gravel	15
Roads – Stone	50
Sanitary Sewer – Brick	90
Sanitary Sewer – Concrete	50
Sanitary Sewer – Metal	40
Sanitary Sewer – Polyethylene/PVC	99
Sewermain AC	80
Sewermain CONP	80
Sewermain PE	99
Sewermain PVC	99

Sewer mains V/T-Clay	75
Shoulders	10
Sidewalks – Asphalt	25
Sidewalks – Concrete	30
Storm Sewer – Clay	35
Storm Sewer – Concrete	40
Storm Sewer – Ditch/Trench	99
Storm Sewer – PVC/HDPE	99
Streetlight	25
Traffic Control	30
Water Infrastructure Mains/Service Connections	99
Water mains Cast Iron	75
Water mains Ductile Iron	80
Water mains High Pressure Concrete	75
Water mains PVC	99

The Corporation of the City of Pembroke

By-law Number 2025-34

A By-law to authorize the entering into of a Riverside Park Repair Reserve Fund Agreement between the Pembroke and Area Fiddling Association and the Corporation of the City of Pembroke

Whereas the Council of the Corporation of the City of Pembroke entered into a Riverside Park Repair Reserve Fund Agreement with the Pembroke and Area Fiddling Association in 2009 under By-Law 2009-48 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 held at this location by the Association; and

Whereas the scope of this event has changed over the past several years; and

Whereas the twenty-thousand dollar (\$20,000) damage deposit currently held by the City in the Riverside Park Repair Reserve Fund has not historically been required; and

Whereas the Pembroke and Area Fiddling Association has requested that the terms of this deposit arrangement be changed from non-interest bearing to interest-bearing; and

Whereas the City of Pembroke agrees that a five-thousand dollar (\$5,000) deposit held in reserve would be more appropriate and sufficient to cover any potential damage to City property arising from this annual event;

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. That by-law 2009-48 is hereby repealed.
3. That this by-law shall come into force and take effect upon the date of the final passing thereof.

Passed and enacted this 18th Day of March, 2025.

Ron Gervais
Mayor

Victoria Charbonneau
Clerk

The Corporation of the City of Pembroke

By-law Number 2025-35

A By-law to authorize the entering into a Transit Service Agreement between 2321190 Ontario Inc. o/a Mobility Transportation Specialists (MTS) and the Corporation City of Pembroke

Whereas pursuant to 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 the *Municipal Act*, S.O. 2001, c. 25, as amended, provides that a single-tier municipality may pass by-laws respecting the economic, social and environmental well-being of the municipality including passenger transportation systems;

And Whereas the Municipal Council of the Corporation of the City of Pembroke wishes to enter into a Transit Service Agreement with 2321190 Ontario Inc. o/a Mobility Transportation Specialists (MTS) for to provide a public transportation service for the benefit of the residents of the Municipality.

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 Transit Service Agreement between 2321190 Ontario Inc. o/a Mobility Transportation Specialists (MTS) and the Corporation of the City of Pembroke; a copy of which is attached and marked as Schedule "A" to this by-law.
2. This by-law shall come into force and take effect upon the date of the final passing thereof.

Passed and Enacted this 18th Day of March, 2025.

Ron Gervais
Mayor

Victoria Charbonneau
Clerk

Transit Service Agreement

Between

2321190 Ontario Inc. o/a Mobility Transportation Specialists (MTS)

An organization incorporated under the laws of the Province of Ontario hereinafter called the “Operator” of the first Part and their successors and assigns

And

The Corporation of the City of Pembroke

hereinafter called the “Municipality” of the Second Part

Whereas the Municipality and the Operator recognize the benefits of working together in good faith for the mutual benefit of the residents of the City of Pembroke;

And Whereas the Parties hereto wish to recognize their desire to work together to provide a public transportation service for the benefit of the residents of the Municipality;

Now Therefore the Parties hereby agree with each other as follows:

1. Definitions

In this Agreement, the following definitions shall apply:

“Agreement” shall mean this Agreement and the Schedules which shall be deemed to be covenants as specifically set out herein;

“Operator” shall mean “2321190 Ontario Inc. o/a Mobility Transportation Specialists (MTS)”;

“Municipality” shall mean the Corporation of the City of Pembroke and includes its successors and assigns and its officers, employees, agents, and contractors.

2. Entire Agreement

2.1. The contract with the successful Operator shall consist of:

2.1.1. This executed Transit Service Agreement

2.1.2. RFP No. P-24-08: Amended Scope of Work document dated February 25, 2025.

2.1.3. Addenda to the Request for Proposal issued on November 18, 2025 as **Addendum No. 1** and issued on November 25, 2024 as **Addendum No. 2**

2.1.4. Request for Proposal document, including its Instructions, Terms and Conditions, Terms of Reference, and Attachments and issued October 31, 2024 as: **Request for Proposal No. P-24-08--REQUEST FOR PROPOSALS for On-Demand, Turn-Key Transit Services--Pembroke, ON**

2.1.5. The Operator's proposal and pricing in the proposal submission issued as **MTS City of Pembroke Request for Proposal for On-Demand, Turn-Key Transit Services (RFP P-24-08) 5.0 Technical Submission (File 1)** and **MTS City of Pembroke Request for Proposal for On-Demand, Turn-Key Transit Services (RFP P-24-08) 5.6 Financial Submission (File 2)**

2.2. These documents and portions thereof take precedence in the order in which they are named above, notwithstanding the chronological order in which they are issued or executed.

3. Schedules

3.1. The following Schedules are attached hereto and form part of this Agreement. The service requirements in these schedules are not exhaustive and should be read in conjunction with the documents listed in Section 2.0 of this Agreement.

- Schedule "A" Minimum Level of Service for Transit
- Schedule "B" Days, Hours, and Frequency of Operation
- Schedule "C" Driver Standards
- Schedule "D" Vehicles, Maintenance and Safety Inspections
- Schedule "E" Cloud-Hosted Transit Services
- Schedule "F" Payment Schedule and Provisions

4. Term of Agreement

- 4.1. Subject to the terms of this Agreement, the Municipality grants the Operator the right to maintain and operate public transportation services as described herein for a term of three (3) years, commencing on the _____ day of _____, 2025.
- 4.2. The Agreement may be renewed by the Municipality for an additional four (4) years, on 90 days prior written notice subject to agreement of the Parties in writing.
- 4.3. If services continue after the termination date of this Agreement, the Agreement shall continue on a month-to-month basis on the same terms and conditions until a new Agreement is signed or until cancelled on ninety (90) days notice by either Party.

5. Operator Obligations

Under the terms of this agreement, the Operator shall:

- 5.1. The Operator shall be responsible for operating a public transit system in accordance with good industry standards, including the minimum specifications outlined in Schedule “A” within the days and hours of operation shown in Schedule “B”. This includes the provision of dedicated customer service as well as the scheduling and dispatching of drivers and vehicles.
- 5.2. The Operator shall be responsible for providing personnel with the necessary management, operations, maintenance, and other expertise, credentials, or other qualifications to deliver the service. The Operator shall be responsible for directing its working force to deliver all aspects of the service as described in this contract. The Operator shall be responsible for providing human resources administration, including hiring, supervising, evaluating, promoting, disciplining and terminating employees, and any collective bargaining if applicable.
- 5.3. The Operator shall be responsible for providing and maintaining all vehicles and related equipment according to the specifications that vehicles are provided, maintained and inspected in accordance with good industry standards, all legal and regulatory requirements and as per the specifications in Schedule “D”.
- 5.4. The Operator shall be responsible for paying all expenses related to operating the service (except as specifically excluded by the Contract). These expenses include but are not limited to: storing, maintaining, providing fuel or fuel alternatives and operating the vehicles; payment of salaries, wages, and fringe benefits to all staff; initial and refresher training of all staff; insurance, taxes, rents, and all obligations pursuant to the Workplace Safety and Insurance Act, 1997, S.O. 1997, c.16, Sched. A
- 5.5. The Operator shall be responsible for the collection of fare revenues, both in cash and electronically. The Operator shall be responsible for any shortages or theft. The Operator shall be responsible for maintaining detailed records of any fares collected and be responsible for delivering the detailed reports to the Municipality no later than the 10th day of each month for the previous month. All electronic forms of payment will be deposited directly into a designated Municipality-owned bank account. Collected cash will be deducted from the Operator’s monthly invoice. In future and at the Municipality’s sole discretion, all collected cash may be submitted directly to the Municipality whereby the Operator shall remit any revenues collected to the Municipality no later than the 15th of each month for the previous month.
- 5.6. The Operator shall operate sufficient vehicles and provide and maintain at its expense a modern and efficient transportation service to satisfy the minimum level of services for public transportation in accordance with the specifications outlined in Schedule “A,” as well as the days and hours of operation shown in Schedule “B”.

The Operator shall ensure drivers shall conform to the specifications in Schedule “C”; that vehicles are provided, maintained and inspected as per the specifications in Schedule “D”; and that any cloud-hosted services used by the Operator conform to the specifications in Schedule “E”. The Operator understands and agrees to the payment schedule and provisions as detailed in Schedule “F.”

5.7. The Operator is excused from its obligations under the Agreement during any period in which the Operator is prevented from providing service by fire, riot, or Act of God, through no fault of the Operator.

5.8. The Operator shall be responsible for ensuring continuous delivery of the goods and services in the event of a labour disruption by the Operator, the City of Pembroke’s staff, or third-party interruptions.

5.9. The Operator hereby represents and warrants that to the Municipality and acknowledges the Municipality relying on such representations and warranties that the Operator is in compliance with all laws and regulations of any public authority relating to the conduct of its business and it has all required approvals, permits, licenses, certificates and authorizations necessary to carry on its business and offer the services hereunder and there are not any proceedings what so ever, actual or pending, and including concerning the cancellation extension or otherwise relating to the said approvals, permits, licenses, certificates or authorizations. This provision shall also apply to any of the Operators, Employees, and Drivers.

5.10. The Operator shall assume all liability for salaries, wages, bonuses, retirement, payments withholdings, workers compensation, employment insurance, statutory deductions or other employee compensation or benefits and all related taxes and premiums. The Operator shall indemnify the Municipality in respect thereof.

5.11. The Operator shall be solely responsible for the safety and the performance of the services and for compliance with all of the rules, regulations and practices required under any applicable health and safety legislation, shall be responsible to ensure that it has acceptable health and safety policies in place and shall be responsible for initiating, maintaining, supervising all safety precautions and programs in connection with the delivery of the services. The Operator warrants and represents the Operator has the knowledge of all safety requirements for and sole control over the services and has the necessary safety and policies and procedures in place properly to protect all employees and customers in compliance with the rules, regulations, practices of any applicable health and safety regulation or authority or laws as well as its own policies. The Operator agrees that as between the Municipality and Operator that the Operator has agreed to assume all responsibility in respect thereof and to indemnify and save harm the

Municipality in respect of all charges, costs, damages, penalties, fines, or other amounts payable to result in any non-compliance with this section.

- 5.12. The Operator shall prior to commencement supply a Workplace Safety and Insurance Board clearance certificate.
- 5.13. The Operator shall be responsible of payment of any and all traffic violations which may result or arise of the Operator's or Driver's actions or as a result of the Operations or delivery of services under this Agreement. The Operator shall address any traffic violations in an appropriate manner once perceived to ensure that the Driver's do not continue in any manner which is unsafe or in violation of laws.
- 5.14. The Operator shall deliver services hereunder in accordance with all performance standards and specifications in order to provide the highest level of quality service possible. The Municipality reserves the right to monitor the Operator and its performance of the contract to ensure it adheres to all performance specifications. This includes monitoring on-time performance, safety performance or otherwise.
- 5.15. The Operator shall be responsible for all costs associated with the repair of collision and comprehensive damages to the vehicles operated by the Operator even if owned or otherwise provided by the Municipality. In situations where damage is caused by a third party it is the responsibility of the Operator to collect financial reimbursement for the third party associated with repair of such damages.
- 5.16. The Operator shall be required to immediately notify the Municipality of any incident or accident that involves: vehicle damage; property damage; and/or personal injury of any kind. The notification must be in written form and include the: date, time, location and description of the incident or accident; names of all parties involved, including witnesses; any relevant vehicle identification or property details; injuries sustained by persons as a result of the incident or accident. The notification must be provided within twenty-four (24) hours of the occurrence of the incident or accident or, in cases where immediate notification is not feasible, as soon as reasonably possible.
- 5.17. The Operator shall daily clean the vehicles in accordance with the reasonable requirements of the Municipality including collecting and disposing of trash or other items left on board by passengers, managing lost and found, floors must be swept and mopped, the Operator's area must be cleaned and sanitized, and including any areas of public contact. Exteriors must be cleaned and the vehicle must be maintained in a clean dust free and professional appearance at all times.

6. Municipality's Responsibilities

The Municipality shall:

- 6.1. Pay the Operator at the rate set forth as per the pricing submitted on the completed Section E: Pricing Bid Form submitted by the Operator in their RFP Financial Submission, within thirty (30) days of receiving from the Operator a copy of the preceding month's operating records setting out the hours operated, passenger trips, cancellations and unmet trip requests, certified by an Officer of the Operator, to the extent accepted as correct by the Municipality.
- 6.2. Establish the eligibility of users who may receive transit service, which may in future include door-to-door service and support to/from the door at their origin and destination, in accordance with the AODA, and provide the Operator with a list of eligible users of this transit service, which will be updated as new applicants are registered. Eligibility may also be linked to a user's municipal residency.
- 6.3. Establish the days, hours and operation of vehicles required as set forth in Schedule "B" or as modified from time-to-time via a formal Change Order. Any change in fees shall be mutually agreed upon based on Operations incremental costs only. Any dispute shall be determined in accordance with Article 17. Advice from the Operator will be sought concerning all changes in service.
- 6.4. Establish the fare structure which will be implemented through municipal by-laws. This fare is to be charged to each passenger.
- 6.5. Provide for such advertising and publicity as the Municipality may see fit at the Municipality's expense.
- 6.6. Be responsible for monitoring the transportation service and analyzing the data supplied by the Operator or obtained through surveys.
- 6.7. Appoint on or before the implementation date of the system a Transit Liaison who will be the Municipality's representative in the normal daily operation of the service.
- 6.8. Inspect at its discretion dispatch services, vehicles, and the operation of the same, as it may require from time-to-time.
- 6.9. To the extent that the Municipality has jurisdiction it will endeavor to notify the Operator of impending construction projects or other factors which may necessitate a temporary detour from the routes.
- 6.10. The Municipality may require the Operator to change transit service parameters and provide service for extended or decreased hours of operation; increased or decreased vehicle fleet size; and/or switching vehicle fleet from Operator-provided vehicles to Municipal-owned vehicles which could include either gas-powered or electric-powered vehicles. Any additional costs shall be mutually agreed upon based on Operator actual incremental costs. Any dispute

shall be determined in accordance with Article 17 Any Notice for Service Change shall be in writing and delivered as per Section 18 of this agreement, respecting the required notice periods as follows:

6.10.1. To provide fifteen (15) calendar days' notice for transit service changes requiring no changes to existing Operator staffing or fleet.

6.10.2. To provide sixty (60) calendar days' notice for changes necessitating changes to existing Operator staffing but no change in fleet.

6.10.3. To provide ninety (90) calendar days' notice for decreases to vehicle fleet size or a switch to Municipal-supplied transit vehicles.

6.10.4. To provide one-hundred and twenty (120) calendar days' notice for increases to vehicle fleet size.

6.11. If Municipal-owned electric powered vehicles are provided to the Operator, the Municipality will also ensure an appropriate and sufficient charging infrastructure is available for the Operator's use within the boundaries of the City of Pembroke. Any capital costs for the charging infrastructure will be borne by the Municipality at a location determined by the Municipality. Electricity charges related to transit vehicle charging would be paid by the Operator to the Municipality on a cost-plus-10%-administration-fee basis and net-30 days payment terms.

7. Termination of Agreement

7.1. The Municipality have the right, notwithstanding the termination date of this Agreement, to cancel this Agreement for any reason at any time during the term by giving the other Party ninety (90) days written notice of its intention to cancel. The Municipality shall not be liable for costs or damages of any kind caused to the Operator by such cancellation including any claim for indirect or consequential damages including loss of profits.

7.2. The Municipality may cancel the Agreement on seven (7) days written notice if the Operator fails to operate the transit service on six (6) consecutive days excluding Holidays and days not requiring service (no ride requests) for any reason except due to fire, riot, or Act of God. The opinion of the City in this regard shall be final in all instances.

7.3. The Parties agree that the Municipality or the Operator shall have the option of terminating the Agreement at any time upon giving the other Party proof of fraud or dishonesty by an officer, employee, agent, servant or shareholder of the Operator or Municipality related to this Agreement. Additionally, this Agreement may be terminated upon giving the Operator or the Municipality a minimum of thirty (30) days written notice of notice to terminate by reason of any substantial breach of the Agreement by the Operator or the Municipality. If not abated/corrected the

Agreement terminates on the 31st day unless the other party is satisfied that reasonable progress is being made to abate/correct.

- 7.4. Any notice required to be given or served on any part under the provisions of the Agreement shall be in writing and delivered as per Section 18 of this agreement.
- 7.5. Should the Operator fail to comply with any directives issued by the Municipality under the terms of the Agreement, or with any directives issued through arbitration under the conditions previously set forth, the Municipality shall have the right to terminate the Agreement on the grounds of breach of the Agreement by the Operator and to take such proceedings as it deems necessary to recover any losses or damages.
- 7.6. On termination of this Agreement if any successor is selected by the Municipality for such services, the Operator shall cooperate fully with the successor to ensure smooth transitions associated with the operation of transit services provided under this Agreement.

8. Local Labour

- 8.1. The Municipality prefers the Operator employ residents from within the County of Renfrew, all other things being equal.

9. Indemnity

- 9.1. The Operator shall indemnify and hold harmless, the Municipality, its employees or agents from and against all claims, actions, causes of actions, demands, costs, losses, damages, expenses, suits or other proceedings by whomever made, brought or prosecuted in any manner arising from this Agreement, including any negligent act or omission of the Operator, its servants or agents or persons for whom the Operator had assumed responsibility in the performance or purported performance of the Operator's services under this contract or arising by reason of or connected in any way with the Operator or maintenance of the transit system.

10. Insurance

- 10.1. The Operator shall, at the operator's own expense during the term of the agreement, 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 Municipality; insurance contracts respect of the work that are in a form, of the nature, in the amounts, for the periods and containing the terms and conditions, specified as follows:
 - 10.1.1. The Operator shall carry automobile insurance with an insurer taken out with insurance companies licensed to transact business in the Province of Ontario

and satisfactory to the Municipality, in an amount not less than \$10,000,000.00 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 the Operator including any applicable endorsements for Public Passenger Vehicles providing Passenger Hazard and property Damage limits as may be prescribed by the Province of Ontario. Collision and comprehensive coverage shall be at the discretion of the Operator who shall negotiate any settlement of a claim under the policy.

- 10.1.2. The Operator will obtain a Commercial General Liability (CGL) Insurance limits of not less than \$10,000,000.00 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 and a name of subrogation. Such insurance coverage shall be in the name of the Operator and the "Corporation of the City of Pembroke" shall be named as additional insured on the policy.
- 10.2. 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. The Operator shall ensure that the Municipality is provided with a certified copy of the new policy of insurance forthwith. Proof of new or renewed insurance shall be filed with the Municipality thirty (30) days before termination of the existing insurance. Copies of such insurance coverage must be provided to the Municipality by the insurer prior to the commencement of the Agreement and annually thereafter. Such coverage must be kept current and valid.
- 10.3. Deductible: Amount of deductible on any insurance provided by the Operator shall be borne in its entirety by the Operator.
- 10.4. Other Insurance: The Operator shall provide, maintain and pay for any additional insurance which may be required or for which the Municipality considers necessary to cover the risks not otherwise covered by insurance specified in these conditions.
- 10.5. Waiver of Recourse: The Operator waives all rights of recourse against the Municipality for damages to the Operator's property or property of others for which the Operator is responsible and the Operator's Insurers of such property have no right of subrogation against the Municipality.

11. Assignment/Sub-Contracting

- 11.1. This Contract may not be assigned, in whole or in part, without the prior written consent of the Municipality, which consent shall be in the Municipality's sole discretion.
- 11.2. This Contract may not be sub-contracted by the Operator, without the prior written consent of the owner, which consent shall be in the Municipality's sole discretion.
- 11.3. Vehicle maintenance and repair is excluded from these stipulations.

12. Ownership of Information

- 12.1. All data produced pursuant to this contract ("the property") shall become from the time of payment by the Municipality, the exclusive property of the Municipality and any copyright in the property shall rest irrevocably with the Municipality.
- 12.2. Any information given by the Municipality to the Operator, its employees, or agents in connection with this Contract shall be treated as privileged and confidential by the Operator, its employees and agents.

13. Records to be Kept

- 13.1. The Operator shall keep such other records as may reasonably be required by the Municipality to assist in providing the reporting requirements of transit associations, Provincial or Federal Government agencies, or similar bodies. These documents will be maintained in both Excel and Word formats. The Operator shall, upon request and reasonable notice, make the accounting and operating records of the Operator available to Municipal personnel or representatives of the Municipality and to the Ministry of Transportation of Ontario.
- 13.2. The Operator shall during the term of this Contract and for a period of seven years from the date of completion of this Contract maintain and keep full records of all estimates and actual cost to the Operator in respect to services rendered together with all quotations, contracts, correspondence, invoices, receipts and vouchers relating thereto, and the Operator shall make all such records available for copy, audit or inspection by the Municipality or any person acting on behalf of the Municipality.

14. Conflict of Interest

- 14.1. The Operator declares that the Operator has no pecuniary interest in the business of any third party that would affect the objectivity of the Operator in carrying out the Contract or which would be considered a conflict under the Municipal Act if applied to the Operator. Should the Operator acquire such an interest during the term of the Contract, the Operator shall declare it immediately to the Municipality.

15. Statutory Requirements

- 15.1. The Operator shall be responsible for complying with all applicable Federal and Provincial legislation, regulations, rules, bylaws and directions and any bylaws of the City of Pembroke or any other local municipalities within the areas served.
- 15.2. The Operator agrees that the services shall be rendered in compliance with the laws of Ontario and Canada as applicable and specifically in accordance with the Workers Compensation Act and the Employment Standards Act.

16. Independent Contract

- 16.1. For greater certainty, it is declared and agreed between the parties that nothing contained in this contract shall be deemed to create the relationship of employer and employee between the Municipality and the Operator and the Operator's employees. The Operator warrants and represents it is an independent contractor.

17. Dispute Resolution

In the event of any dispute between the Operator and the Municipality during the term of the Agreement, either Party hereto shall give to the other written notice of such dispute, thereupon, the following arbitration provisions shall apply:

- 17.1. The Operator and the Municipality shall jointly choose a single arbitrator acceptable to both to hear and decide the matters in dispute. The decision of the arbitrator shall be binding on both Parties. Where the Parties cannot agree on a single arbitrator, the Parties, or either of them, may make application to the Superior Court of Justice to have a single arbitrator appointed.
- 17.2. The cost of the arbitration shall be paid jointly by the Operator and the Municipality, and the arbitrator shall determine what portion each Party shall pay.
- 17.3. The ruling of the single arbitrator shall be final and binding upon the parties and complied with by the parties forthwith.

- 17.4. During the period of any arbitration proceedings there shall be no interruption of the service.

18. Notice to Parties

- 18.1. If any notice or any other communication is required to be given by the Municipality to the Operator with respect to this Agreement it shall be mailed by prepaid registered post or delivered to:

Mobility Transportation Specialists
3100 Steeles Ave W Unit 301
Concord, ON L4K 3R1
Attn: COO

or such other address as the Operator has given to the Municipality in writing and any such notice mailed or delivered shall be deemed good and sufficient notice seven (7) days after the mailing thereof under the terms of this Agreement or on the next following business day after posting of the registered letter.

If from the Operator to the Municipality with respect to this Agreement it shall be mailed by prepaid registered post or delivered to:

City of Pembroke
1 Pembroke St E
Pembroke, ON. K8A 3J5
Attention: CAO

19. Benefit and Burden of Agreement

- 19.1. This Agreement and everything contained herein shall inure to the benefit of and be binding upon the Parties hereto and their respective heirs, executors, administrators, successors and assigns and all covenants and agreements contained herein assumed by or imposed upon the Operator are deemed to be covenants which bind the Operator and all covenants herein contained shall be construed to be several as well as joint, and wherever the singular or masculine is used, it shall be construed as if the plural or feminine or the neuter, as the case may be, had been used, and where the context or the Party or Parties hereto so require, and the rest of the sentence shall be construed as if the grammatical and terminological changes thereby rendered necessary had been made.

20. Time is of Essence

20.1. Time shall be of the essence.

21. Laws of Ontario

21.1. This contract will be governed by and will be construed and interpreted in accordance with the laws of the Province of Ontario.

In Witness Whereof the Operator hereto set their hand and seal below.

And In Witness Whereof the Municipality has hereunto affixed its Corporate Seal under the hands of its proper officers in that behalf.

Signed, Sealed And Delivered

Operator

I / We have the authority to bind the Corporation

Per:



Name/Title: Gee Mehra, COO &CFO

Date: March 11, 2025

Name/Title:

Date:



Witness Name/Title: Stephanie How

Date: March 11, 2025

The Corporation of the City of Pembroke

We have the authority to bind the Corporation

Per:

Mayor Ron Gervais

Date:

CAO Dave Unrau

Date:

Witness Name/Title:

Date:

Schedule “A” Minimum Level of Service for Transit

Transit Service: As per this agreement, Operator shall provide a turn-key, on-demand transit service on behalf of the Municipality which shall include the following service attributes:

1. **Transit Vehicles in Service:** At the commencement of this agreement, the Operator will provide, operate, maintain, and service at least three transit vehicles for the duration of the contract term in accordance with the requirements of the RFP (new 2025 vehicles). The initial expectation is that no more than two vehicles will be in service at one time, with an additional vehicle provided as a spare. Changes to service shall be provided as per the notice period described in section 6.10 of this agreement
2. **Booking Service:** To provide a ride-booking service and request a trip by calling a telephone information line, and, alternatively, through a self-serve application using a computer or mobile device.
3. **Customer Service:** The Operator shall be responsible for providing a dedicated customer service phone line and live online chat for the public to make inquiries about the service, to book a ride and to provide trip-related information to customers who have requested a trip and to deal with customer complaints. The customer service phone line and live online chat shall be available from at least 30 minutes before service starts, and be active until service has concluded on any given day. This shall include but not be limited to information on how to use the service, how to purchase fare media, how to use the self-serve applications, to receive complaints or feedback, provide trip updates as may be required.
4. **Dispatch:** The Operator shall provide, operate, and staff a dispatch office to maintain communications with operators, supervisors, and the City of Pembroke during all hours of system operation, plus thirty (30) minutes before and after service to manage any contacts or issues that arise.
5. **Liaise with City:** The Operator shall ensure that all transit supervisory or management staff have regular meetings with and are available to the City of Pembroke and/or its designate during service hours.
6. **Lost and Found:** The Operator shall be responsible for maintaining a lost and found service in coordination with the City of Pembroke.
7. **Back-Up Drivers:** The Operator shall be responsible for maintaining a sufficient number of back-up or on-call drivers to meet all contingencies without disrupting revenue service. Back-up drivers must be provided with the same training and background checks as regular drivers.
8. **Accessibility and Emergency Management:** The Operator shall be responsible for making sure all applicable requirements under the *Integrated Accessibility Standards*

Regulation (IASR)- Part IV – Transportation Standards are met as it relates to operational service requirements, including but not limited to availability of information on accessibility equipment, non-functioning accessibility equipment, emergency preparedness and response policies, fares and service disruptions.

9. **Charter Service:** The Operator shall provide pre-scheduled charter services, including those that may fall outside regular service hours, as approved in advance by the City of Pembroke provided a minimum 14 calendar days' notice is provided. Best efforts will be made when shorter notice is provided, subject to driver availability. Regular transit service holds priority over any charter requests. The Charter service will be billed at the service's hourly rate.
10. **Fares and Fare Media:** To accept, collect and remit fares on behalf of the Municipality including both cash and electronically, allowing for different fares types and accepting different types of as directed by the Municipality. The Operator shall be responsible for theft and shortages.
11. **Data Collection:** To collect and maintain transit data for a period of seven (7) years, including but not limited to: daily, weekly, and monthly performance reports for the entire fleet, including metrics such as on-time performance, average speed, total distance traveled, fuel consumption, accidents and breakdowns; Key Performance Indicators (KPIs) as detailed in the RFP Scope of Work; detailed reports on individual vehicle performance, including on-time departures and arrivals and passenger load; and individual operator performance including adherence to schedules, driving behaviour, and any recorded incidents.
12. **Performance Measurement:** The Operator will be evaluated using the following Key Performance Indicators and will be expected to maintain the target percentage throughout the contract as follows:

Key Performance Indicator	Target	Reporting Interval
Total Ridership The total number of paid riders who use the service in a given period	60 daily; 400 weekly; 1700 monthly	Daily; Weekly; Monthly

Transit Service Agreement

Key Performance Indicator	Target	Reporting Interval
<u>On-Time Performance</u> On-time performance shall be calculated as follows: <ul style="list-style-type: none"> Where a user has booked a ride by specifying a depart time, a trip shall be considered on-time if the Operator has sent an updated trip time no less than one hour in advance, and the Operator arrives to pick up that passenger less than 10 minutes late from the promised time. Where a user has booked a ride by specifying an arrival time, a trip shall be considered on-time if the Operator has sent an updated trip-time no less than one hour in advance, and the Operator drops off that passenger within 10 minutes of the promised time. Where a user has booked a ride on less than one hours' notice, an immediate arrival or departure time must be provided, and the definitions above apply. 	90%	Daily; Weekly; Monthly
<u>Service Availability</u> The cumulative time all buses are in service divided by the expected time all buses should be in service	100%	Daily; Weekly; Monthly
<u>Satisfaction</u> The aggregate satisfaction rate as recorded via surveys	<80%	Daily; Weekly; Monthly

Schedule “B” Days, Hours, and Frequency of Operation

1. **Weekly Service Hours:** At the commencement of this agreement, the Operator is expected to deliver service during the following hours:

 Monday – Wednesday: 7 a.m. to 8 p.m.
 Thursday – Friday: 7 a.m. to 10 p.m.
 Saturday: 8 a.m. to 6 p.m.
2. **Ride Booking:** At the commencement of this agreement, the Operator’s booking system shall manage pre-scheduled trips up to 7 days, with same-day bookings as close as 15 minutes before departure
3. **Statutory Holidays:** At the commencement of this agreement, the Operator is not expected to deliver service during the following statutory holidays:
 - New Year’s Day
 - Family Day
 - Good Friday
 - Victoria Day
 - Canada Day
 - Civic Day
 - Labour Day
 - Thanksgiving Day
 - Christmas Day
 - Boxing Day
4. **Service Changes:** This arrangement may be altered as per the stipulations in 6.10. Should any service be required on a statutory holiday in future, the City may request a quote for the service.

Schedule “C” Driver Standards

1. **Driver Standards and Consequences:** All Drivers shall possess a valid Province of Ontario license suitable to the class of vehicle used in service. Drivers must adhere to the Vehicle Operator Requirements and Professional Standards set by the Municipality as described in the RFP. The Operator agrees that any breach of Requirements and Standards by a Driver shall entitle the City of Pembroke, when acting reasonably, to notify the Operator that the Driver in question immediately be removed from providing any service on either a temporary or permanent basis. The Municipality recognizes the employee is that of the Operator, who may elect to find alternate work for the employee within the organization that would not include providing route service covered under this Agreement.
2. **Operator Driver-Training Program:** The Operator agrees to train its Drivers by providing classroom instruction and hands-on, behind-the-wheel training on all vehicle types used by the Operator in performance of the transit service as described in detail in the RFP documents as well as ensure drivers are fit-for-duty. These records must be made available to the Municipality upon request.
3. **Annual Driver Screening:** The Operator shall ensure that all employees complete and pass pre-employee screening and must continually adhere to a periodic (at least annual) police background check and a vulnerable sector check.
4. **Professional Appearance:** The Operator shall mandate that all drivers adhere to a uniform policy, which includes standardized shirts, pants, jackets and footwear with the "Ottawa River Transit" logo. The complete uniform design and logo placement must be approved by the Municipality to ensure consistency and visibility. Drivers are required to maintain a professional appearance while on duty. This includes ensuring that uniforms are clean, properly fitted, and free of visible wear and tear. The uniform policy reinforces shared standards of professionalism and ensures that drivers are easily identifiable to the public for both safety and service assurance.

Schedule “D” Vehicles, Maintenance and Safety Inspections

1. **Vehicles:** The Operator will be required to provide, maintain, and service at least three vehicles for the duration of the contract term. The expectation is that no more than two vehicles will be in service at one time, with an additional vehicle provided as a spare. This arrangement may be altered as per the stipulations in section 6.10 of this agreement. At the commencement of this agreement, the service will be launched using three 2025 Dodge Ram ProMaster P5 Side Entry. Vehicles must be low-floor passenger vehicles capable of accommodating a minimum of eight (8) seated passengers or four (4) seated passengers and two (2) wheelchairs. The layout should minimize disruptions for seated passengers during boarding and alighting.
2. **CVOR:** The Operator shall be responsible for obtaining and maintaining a CVOR certificate that covers the operation of all vehicles in the Service covered by the Contract and maintaining its validity throughout the term of the Contract by providing ongoing accurate information relating to the operation of the Service to the Ontario Ministry of Transportation (MTO) as required, pursuant to the Ontario Highway Traffic Act and the regulations within. The Operator shall provide a copy of the CVOR certificate when issued and upon request. The Operator and the driver must be aware of their responsibility in operating a safe vehicle by following the Ministry of Transportation, Ontario Regulations 199/07 – Commercial Motor Vehicle. If charges are laid by MTO inspectors, the Operator is responsible for all costs incurred as a result of that fine. The suggested maintenance schedule is based on “Best Practices” and the Operator is encouraged to follow the suggested maintenance schedule.
3. **Pre-Trip Inspections:** The Operator shall be responsible to ensure the completion of daily pre-trip inspection reports for its transit vehicles, copies of which are to be provided to the Municipality upon request. The purpose of daily pre-trip inspection is to ensure the early identification of vehicle problems and defects before the vehicle is operated on the roadway. Inspections prevent the operation of a vehicle with conditions that are likely to cause or contribute to the severity of an accident.
4. **Maintenance:** Maintenance and safety inspection schedules are mandatory as per MTO and CVOR regulations vehicles are to be in a first-class condition and repair. Maintenance schedule intervals are coordinated by the Operator’s pre-vehicle inspection and fueling hours. Suggested Maintenance schedule is as follows:
 - a) Service –three-month intervals for routine maintenance inspections
 - b) Service - annual safety inspection
 - c) Service – six-month brake inspections

5. **Vehicle Age:** Vehicles ten (10) years old or older shall not be used throughout the duration of the contract. Any replacement vehicles should meet or exceed the standards of the vehicles being replaced. A Certificate of Mechanical Fitness must be provided for each vehicle used.
6. **Exclusive Use:** Vehicles assigned to this service must not be used for any other purpose unless authorized by the City of Pembroke.
7. **Branding:** Unless otherwise specified, all vehicles will include Ottawa River Transit branding.
8. **Communications:** Each vehicle must have a two-way communication system (radio or cellular) capable of communicating with the Operator's dispatcher from any location within the service area. The communications system must cover 98% of the service area with 99.9% availability.

Schedule “E” Cloud-Hosted Transit Services

The Operator shall ensure that during the term of the contract, that the Provider of any cloud-hosted software supporting the Municipality’s service shall 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 Municipality:

1. 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 the Software Provider and the City of Pembroke shall be named as an additional insured on the policy.
2. Technology (Errors & Omissions) Professional Liability Insurance for financial loss arising out of an error, omission or negligent act in the rendering of Services in an amount of not less than \$1,000,000.00 per claim and \$5,000,000.00 in the aggregate.
 - 2.1 policy shall be on a claim made basis and shall provide coverage for damages and defense costs.
 - 2.2 policy shall also include an insuring agreement for cyber or network security and privacy liability insurance, covering loss arising out of the transmission of malicious code, actual or potential unauthorized access, unauthorized use, and a failure to protect confidential information, including but not limited to personal and corporate information, which results in the loss or misappropriation of such information in both electronic and non-electronic format (both first party and third party coverage).
3. Data Liability/Network Security coverage in an amount not less than \$1,000,000.00. Coverage is to respond to but not be limited to the following occurrences:
 - 3.1 Privacy violations as a result of but not limited to unauthorized access to or dissemination of private information; failure to properly handle, manage, store, destroy or control personal information and include the failure to comply with privacy laws and their respective regulations regarding the collection, access, transmission, use and accuracy. Coverage shall extend to include the costs associated with notification of affected parties, regardless if required by statute as well as any fines or penalties or costs imposed as a result of the breach including defense of any regulatory action involving a breach of privacy.
 - 3.2 Network Security to protect against incidents arising from system security failures such as, but not limited to, unauthorized access, theft or destruction of data, electronic security breaches, denial-of-service attacks, spread of virus within the Software Provider’s computer network or other

third-party computer information systems, and will further include expenses related to third-party computer forensics.

3.3 Data Breach Expenses including crisis management and credit monitoring expenses related to electronic and non-electronic breaches.

4. The Municipality 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 Technology Professional Liability coverage limits noted above.

5. Such coverage must in all respects be satisfactory to the Municipality and shall be maintained continuously by the Software Provider from either the commencement of the Services or the signing of the Contract, whichever is earliest throughout the term of service to the Municipality and for an additional (three) years after the termination or expiration of the service by way of annual policy renewal, or purchase of extended reporting period coverage.

6. The above insurance policies shall contain an endorsement to provide the Named Insured and Additional Insured with not less than ninety (90) days' written notice in advance of cancellation, or any change or amendment restricting coverage. The Customer has the right to request an Extended Reporting Endorsement by purchased by the Software Provider at the Software Provider's sole expense. The term of the Extended Reporting Endorsement will be decided by the Customer and Software Provider.

7.0 Proof of the above insurance shall be provided to the Municipality's Purchasing Manager/Deputy Treasurer prior to commencement of the work and on every anniversary date of the policy during the life of contract with the Municipality.

The Operator shall ensure that during the term of the contract, both the Operator and any cloud-hosted transit service Software Provider shall further agree to the following:

1. Indemnity: The Cloud Service Provider (the "Provider") shall indemnify and hold harmless, the Corporation of the City of Pembroke (the "City") , its employees or agents from and against all claims, actions, causes of actions, demands, costs, losses, damages, expenses, suits or other proceedings by whomever made, brought or prosecuted in any manner arising from any negligent act or omission of the Provider, its servants or agents or persons for whom the Provider had assumed responsibility in the performance or purported performance of the Provider's

2. Hosting Location: All City data collected as part of the service shall be hosted and stored in Canada.

3. Data, Security and Privacy: Data collected by either the Operator or the Provider as part of the service shall remain the property of the City. The Operator and Provider shall ensure the security and confidentiality of the data, ensuring sufficient backups and providing all reasonable protection against vulnerabilities. If a breach of security or confidentiality occurs, notification is required as soon as practicable detailing: the date or estimated date of the breach; a general description of the circumstances of the breach; the nature of information involved in the breach; and

whether the breach was reported to any authorities, individuals, or other parties.

This notification shall be sent to the attention of:

Chief Administrative Officer
City of Pembroke
1 Pembroke Street East
Pembroke, ON. K8A 3J5
pembroke@pembroke.ca

4. City Data on Termination or Expiry: In the event of termination or expiry of the agreement, the Operator and Provider must return all data to the City, supplied in a .csv format within 30 days after the termination or expiration of the agreement at no additional charge. The SLA should also address the deletion of data following termination or expiry.

Schedule “F” Payment Schedule and Provisions

1. **Monthly Invoicing:** The Operator shall be paid the sum of one twelfth (1/12) of the annual contract price per month, plus applicable taxes, payable monthly within thirty (30) days of receiving from the Operator the correct and proper monthly invoice, provided the equipment or service is acceptable to the Municipality.
2. **Annual Price Increases:** The contract price shall increase on the anniversary date of the contract as per the pricing submitted on the completed Section E: Pricing Bid Form submitted by the Operator in their RFP Financial Submission.
3. **Service Changes:** Any and all costs for work requested by the City of Pembroke that are considered additional to the services provided for in the proposal shall be negotiated with the Municipality prior to the work being completed. This includes any Scope of Work changes, disbursements, and deliverables. No consideration will be given for additional invoicing without prior approval of the Municipality as confirmed via the issuing of a formal Purchase Order or Amendment therein.
4. **Performance Penalties:** Any performance penalties shall be deducted from the Operator’s monthly payment as follows:
 - a. **On-Time Performance** – if the Operator does not meet the target KPI then the cost of a single-fare (full price) for each trip below the threshold will be deducted from the next scheduled monthly payment
 - b. **Service Availability** – If for any reason service is disrupted for a period of greater than one (1) hour, a daily deduction from the per month payment shall be made for each hour of disrupted service calculated in the amount of the service hour rate provided in the RFP Price Bid Form submitted and deducted from the next scheduled monthly payment along with the lost fares from that time out of service.



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

Date: 2025-03-18

Resolution No: 2025-03-28

Ottawa River Power Corporation Request for Municipal Support Resolution for
ORPC's SREPs Grant Application

Moved by:
Seconded by:

WHEREAS the Ottawa River Power Corporation (ORPC) plans to submit an application to the Natural Resources Canada (NRCan) under the Smart Renewables and Electrification Pathways (SREPs) Utility Support Stream (USS) grant program for a project with the objective of enhancing the local electricity distribution system with the implementation of advanced smart grid technologies, and

WHEREAS the proposed upgrades include Advanced Smart Fault Indicators, Automated Switches and Reclosers, SCADA System Upgrades, and the deployment of an Outage Management System (OMS), all aimed at improving safety, efficiency, and reliability of the electricity grid, and

WHEREAS these technological advancements will help to reduce outage durations, minimize service interruptions, enhance real-time grid monitoring, improve outage detection and response times, and support a more resilient, adaptable, and future-ready grid infrastructure, and

WHEREAS this project aligns with the objectives of the Smart Grid Energy Program (SREPs), including the strengthening of local electricity infrastructure, supporting the integration of distributed energy resources, contributing to cleaner energy transition, and improving operational efficiencies, and

WHEREAS the City of Pembroke recognizes the long-term benefits of a modern and reliable electricity system for the community's residents and businesses,

NOW, THEREFORE BE IT RESOLVED that the City of Pembroke endorses Ottawa River Power Corporation's proposed smart grid technology project and supports its application for funding through the SREPs program.

FURTHER BE IT RESOLVED that the City of Pembroke authorizes this resolution of endorsement to be forwarded to Ottawa River Power Corporation as formal support for the project.

Carried

Mayor Ron Gervais

The Corporation of the City of Pembroke

By-law Number 2025-36

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 eighteenth day of March 2025

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 March 18, 2025, 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 18th Day of March 2025

Ron Gervais
Mayor

Victoria Charbonneau
Municipal Clerk