



# Agenda

## Council Meeting

Tuesday, April 15, 2025

Council Chambers

Following Operations Committee Meeting

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

1. **Call to Order**
2. **Opening Prayer/Reflection**
3. **Disclosure of Pecuniary Interest & General Nature Thereof**
4. **Minutes**
  - i. Approve minutes from Council
    - a. Regular Meeting of Council – April 1, 2025
  - ii. Adopt minutes from Committees
    - a. Operations Committee Meeting – March 18, 2025
  - iii. Receive minutes from Local Boards
5. **Delegations and Presentations**
6. **Business Arising from Delegations and Presentations**
7. **Staff and Committee Reports**
8. **Proclamations**
  - a. Earth Week – April 22-27, 2025
  - b. Emergency Preparedness Week – May 4-10, 2025
9. **By-laws**
  - a. 2025-39 Rezoning of 730 Cecelia Street
  - b. 2025-40 Rezoning of 570 Almira Street
  - c. 2025-41 Agreement for Contract Extension with Bearinvest Ltd, for Brundage Farm Subdivision
  - d. 2025-42 Highway 148 Reconstruction Agreement
10. **Motions**

11. **Correspondence**
12. **Mayor's Report**
13. **Notices of Motion**
14. **Councillor Updates**
15. **Closed Session**
16. **Business Arising from Closed Session**
17. **Confirming By-law**
  - Confirming By-law 2025-43
18. **Adjournment**

# City of Pembroke Council Meeting

Council Chambers  
Pembroke, Ontario  
April 1, 2025  
8:03 p.m.

## 1. Call to Order

### Present:

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

### Regrets:

Councillor Lafreniere

### Also Present:

David Unrau, Chief Administrative Officer  
Victoria Charbonneau, Municipal Clerk

Mayor Gervais called the regular meeting of Council to order at 8:03 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 – March 18, 2025

### **Resolution: 25-04-01**

Moved by Councillor Kuehl

Seconded by Councillor Jacyno

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

**Carried**

- ii. Adopt minutes from Committees
  - a. Planning and Development Committee Meeting – February 4, 2025

### **Resolution: 25-04-02**

Moved by Councillor Jacyno

Seconded by Councillor Purcell

That the minutes of the Planning and Development Committee meeting held on February 4, 2025 be adopted as circulated.

**Carried**

## iii. Receive minutes from Local Boards

**Resolution: 25-04-03**

- Pembroke Public Library Board – February 20, 2025; and the Ottawa Valley Waste Management Board – November 28, 2024

Moved by Deputy Mayor Abdallah

Seconded by Councillor Plummer

That the minutes of the Pembroke Public Library Board of February 20, 2025; and the Ottawa Valley Waste Management Board of November 28, 2024, be received as circulated.

**Carried**

**5. Delegations and Presentations****6. Business Arising from Delegations and Presentations****7. Staff and Committee Reports****8. Proclamations**

- a. National Dental Hygiene Week – April 4–10, 2025

Mayor Gervais proclaimed the week of April 4-10, 2025 as National Dental Hygiene Week in the City of Pembroke.

**9. By-laws**

- a. 2025-37 Parking Agreement with Arif Enterprises Inc.

**Resolution: 25-04-04**

Moved by Councillor Jacyno

Seconded by Councillor Kuehl

That By-law 2025-37, being a by-law to appoint Municipal By-law Enforcement Officers to enforce parking provisions in the parking lots associated with 58 Pembroke Street West, 120 Lake Street, 227 Lake Street, and 185 Prince Street, 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****11. Correspondence****12. Mayor's Report**

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

- March 20 – attendance at the Kiwanis Music and Dance Festival at Festival Hall
- March 26 – attendance at the grand kick off of the new Paramedic Building located on Boundary Road in Pembroke.
- March 27 – with the CAO attendance at a meeting with the Bishop and Father Holly to discuss how the community can work together to benefit all ratepayers. Meeting with Friends of the Pembroke Pool where a cheque was presented to go toward the Kinsmen Pool.
- March 28 – Meeting with MPP Denault to discuss challenges that Pembroke faces.

**13. Notices of Motion****14. Councillor Updates**

Councillor Purcell

- Provided statistics on the Warming Centre, details are highlighted in the YouTube stream of the Council meeting at approximately 8:14 p.m.
- The Warming Centre will be transitioning into the HART Hub and updates on the transition will be provided as they become available

Councillor Kuehl

- March 19 – attendance at 2 Spirit Awareness Day at Algonquin College

March 22 – Ottawa Valley Talent Showcase

- 2<sup>nd</sup> year in a row it has been hosted in Pembroke at Festival Hall. Winners list is available on the Festival Hall Facebook page
- Great event with a wonderful showcase of the enormous and variety of talent in Renfrew County
- Upcoming events at Festival Hall can be found on the Festival Hall website

Deputy Mayor Abdallah

- May 5<sup>th</sup> – Community Watch Meeting, public is welcome to attend Fire Hall
- Pembroke Community Garden is selling rain barrels are for sale [rainbarrel.ca](http://rainbarrel.ca)
- Ottawa Valley Heritage Centre is organizing a museum fundraiser at Fitzzy's Sports Bar with all proceeds going toward the museum

**15. Closed Session 8:26 p.m.****Resolution 25-04-05**

Moved by Deputy Mayor Abdallah

Seconded by Councillor Purcell

That City of Pembroke Council convene in Closed Session with authorized staff remaining in the room, pursuant to the following section of the Municipal Act, 2001:

1. Section 239(2)(c) a proposed or pending acquisition or disposition of lands by the municipality or local board.

More specifically as it relates to:

- a. Potential Purchase of Land TransCan Business Park

**Carried****16. Business Arising from Closed Session 8:53 p.m.**

Mayor Gervais indicated that there was a closed session held earlier. There were no pecuniary interests declared and staff was given direction.

**17. Confirming By-law**

- Confirming By-law 2025-38

**Resolution: 25-04-06**

Moved by Councillor Purcell

Seconded by Councillor Kuehl

That By-law 2022-38 to confirm the proceedings of the Regular Meeting of Council of April 1, 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: 25-04-07**

Moved by Deputy Mayor Abdallah

Seconded by Councillor Kuehl

That the April 1, 2025, regular meeting of Council adjourn at 8:53 p.m.

**Carried**

Ron Gervais  
Mayor

Victoria Charbonneau  
Municipal Clerk

# Operations Committee Meeting Draft Minutes

Council Chambers  
Pembroke, Ontario  
March 18, 2025  
6:00 p.m.

Mayor Gervais opened the meeting with a moment of silence to recognize and reflect on the recent passing of Jamie Bramburger, Interim Dean of Algonquin College and community leader.

## 1. Land Acknowledgement

## 2. Call to Order

### Present:

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

### Regrets:

Councillor Plummer  
Councillor Purcell

### Also Present:

David Unrau, Chief Administrative Officer/Deputy Clerk  
Victoria Charbonneau, Municipal Clerk  
Heather Sutherland, Economic Development and Information Officer  
Brian Lewis, Director of Operations

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

There were no disclosures of pecuniary interests declared.

## 4. Approval/Amendment of Meeting Agenda

### Resolution OPS 25-03-01

Moved by Deputy Mayor Abdallah

Seconded by Councillor Lafreniere

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

**Carried**

## 5. Approval of Minutes

a. Operations Committee – February 18, 2025

### Resolution OPS 25-03-02

Moved by Councillor Jacyno

Seconded by Councillor Lafreniere

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

**Carried**

## 6. Business Arising from Minutes

There was no business arising from the minutes.

## 7. Presentations and Delegations

### a. Renfrew County District School Board

Jennifer Barnes, Jacqueline Poirier, and Leo Boland of the Renfrew County School Board were present to present on behalf of the school board, annual highlights that are relevant to the City of Pembroke Council and how future partnership opportunities may be explored.

- Highlights on labour shortages in the County of Renfrew were noted and opportunities to explore specific initiatives aimed at addressing these gaps.
- Questions and acknowledgement of the transportation strike in the fall of 2024. School board representatives stated that the current agreements are valid for 5 (with up to 2 year potential extensions).
- Highlight of the positive steps taken into Equity, Diversity and Inclusion, and reconciliation within the school board programming for students. In addition, priority days are being soft launched this year and will be fully implemented next year. Priority days are made in respect of significant days in reverence to other cultures and religions where the school board will not be having any other major events on those days (e.g. examination days, professional development days etc.) so that those who observe those days do not miss out on them due to school events etc.

## 8. New Business

### a. Storage Suites Developments Purchase in McCool Business Park

Economic Development and Communications Officer Sutherland presented the report.

#### **Resolution OPS 25-03-03**

Moved by Councillor Kuehl

Seconded by Deputy Mayor Abdallah

That the Operations Committee endorse and recommend to Council approval to enter into an Agreement to Purchase and Sale with Storage Suites Developments Inc. for property known municipally as 124 Woodcrest Drive located in the McCool Business Park, as presented.

**Carried**

### b. Funding Agreement – Highway 148 Reconstruction

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

- Question regarding anticipated start date for project. Response included update from MTO was that major reconstruction is not expected in 2025. MTO is in preparation stages for the project but not ready for project implementation. The intent is to carry two lanes of traffic through the full length of reconstruction. It is anticipated that preparation for a widened road will be started in 2025 to redirect traffic in preparation for actual reconstruction work to commence in approximately 2026.
- Question was raised regarding the budget number presented. It was asked if the costs are to be fixed or will the tendering process likely increase it. Response included that tendering has not occurred to date. City staff believe the project cost presented to be an upset limit. In addition, there is a clause in agreement that it is subject to change based on external factors. A contingency allowance is included in the project cost to cover some variations.



- Question regarding the installation of a secondary sanitary line underground was posed, and if this project presents an opportunity to complete the infrastructure improvement task for cost efficiency. It was responded that this project will be the City's only opportunity to conduct expansion for underground works for the next forecasted 20 years (due to a moratorium that will be in place by MTO halting all underground works after the road project is complete). The sanitary line in the City of Pembroke serviced area will be added under this project.
- The agreement has been vetted by two separate legal teams to ensure proper compliance is stated and that language is clear on what works are to be completed. Further, clarifications on works to be completed during the project are highlighted in the agreement's appendices.

**Resolution OPS 25-03-04**

Moved by Deputy Mayor Abdallah

Seconded by Councillor Kuehl

That the Operations Committee endorse and recommend to Council the approval of the funding agreement for the City's work under the Highway 148 Reconstruction project, as presented.

**Carried**

c. Highway 148 Sidewalk Agreement – Ongoing Maintenance and Repair

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

- Question about winter maintenance of sidewalk that extends past City of Pembroke boundaries (into Township of Laurentian Valley limits). It was responded that the MTO will not extend a sidewalk unless there is a maintenance agreement in place and that would be for Laurentian Valley to formalize.

**Resolution OPS 25-03-05**

Moved by Deputy Mayor Abdallah

Seconded by Councillor Lafreniere

That the Operations Committee endorse and recommend to Council the approval of the sidewalk agreement for the ongoing maintenance and repair of a City sidewalk installed within the Ontario Ministry of Transportation (MTO) right-of-way, as presented.

**Carried**

d. Crandall Street Pumping Station Upgrades – Request for Tender 21-2045D Tender Award

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

- Question regarding potential increase in tariffs and how this may affect the overall project costs. Response included that should projects be significantly impacted, the ones that are currently underway will have to continue. Ones that are not underway will need to be evaluated through the capital budget and assessed accordingly with the Treasurer.
- In addition, all City contracts and documents now have clauses that in the event of unbeknownst heavy tariffs that the City will work with contractor to find a path forward through negotiations to ensure work gets done. Without these types of clauses, it is likely that the City would not get sufficient bids to complete necessary works and projects.

**Resolution OPS 25-03-06**

Moved by Councillor Jacyno

Seconded by Deputy Mayor Abdallah

That the Operations Committee endorse and recommend to Council that it approve and award the Crandall Street Pumping Station Upgrade Contract No. 21-2045D to Black and McDonald Limited in the amount of \$789,675.00 plus HST, with an contingency allowance in the amount of \$50,000.00 for additional expenditures as required, with any budget shortfall funded from the Highway 148

Reconstruction Project surplus funds, for a total project value of \$839,675.00 plus applicable HST, as presented.

**Carried**

e. Waste Management Contract Extension

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

- Question about bulk items, does the City pay per tonne and if there is an actual saving? Will it simply increase the volume of bulk items in the spring if the fall bulk item pick up is cancelled.
- It was clarified that the waste pick up 2026 calendar development will be brought to council for approval at a future meeting and that bulk item pick up can be addressed and confirmed at that time.

**Resolution OPS 25-03-07**

Moved by Deputy Mayor Abdallah

Seconded by Councillor Lafreniere

That the Operations Committee endorse and recommend to Council approval of award for the extension of the Waste Management Contract to Miller Waste by nine (9) months over the period of April 1, 2025 to December 3, 2025, at Miller Waste's proposed rates; furthermore, that a second one (1) year extension be applied over the period of January 1, 2026, to December 31, 2026, at the Partner Municipalities average blended rate, as presented.

**Carried**

f. LAS Municipal Staff Committee Water and Wastewater Joint Municipal Services Corporation Business Case Development

CAO Unrau presented the report. A discussion was held, and the following points were raised:

- LAS has presented the framework for other municipalities that has been adopted into this
- It was highlighted that municipal service corporation shares the same staffing structure as current model, within a separate entity.
- Municipality will have influence over the governance structure and how it operates.
- It was highlighted that the decision before Council is to proceed with working with LAS and partner municipalities to create a business case to outline the concept to present in the future for further exploration of opportunities and decision. Municipal corporations have different funding model and abilities. The business case will further educate the municipality on the opportunity to explore the idea and determine if it is advantageous for the City of Pembroke to engage in.
- The benefits of exploring innovative and collaborative opportunities, and to find efficiencies.
- Question about the anticipated amount of staff time require to gather information needed. It was responded that the CAO will coordinate the gathering of information from required staff and that staff have continuously worked to compile and analyze data and it is readily available.
- Question about the Township of Laurentian Valley and the fact that the City is currently tied to them through current water agreements. It was responded that the Township of Whitewater Region has passed the proposed resolution recently, and the Township of Laurentian Valley will be bringing forward a resolution in the near future to proceed in this fashion and explore options and opportunities.

**Resolution OPS 25-03-08**

Moved by Deputy Mayor Abdallah

Seconded by Councillor Lafreniere

That the Operations Committee receive LAS Municipal Staff Committee – Water and Wastewater Utility Business Case Development; and furthermore, that CAO David Unrau, be nominated to participate in the Municipal Staff Committee being created by LAS to develop a business case for potentially creating a joint municipal services corporation water and wastewater, as presented.

**Carried**

## **9. Adjournment**

### **Resolution OPS 25-03-09**

Moved by Councillor Kuehl

Seconded by Deputy Mayor Abdallah

That the Operations Committee meeting of March 18, 2025, adjourn at 7:40 p.m.

**Carried**

By virtue of the power vested in me

I Do Hereby Declare

**April 22 - 27, 2025**

as

**Earth Week**

in the City of Pembroke.

**Whereas** Earth Day is celebrated annually on April 22<sup>nd</sup> to encourage communities and individuals to address environmental challenges and the impacts of climate change; and

**Whereas** the need for advocating for a sustainable future and for safeguarding our natural environment is more critical than ever; and

**Whereas** the United Nations Intergovernmental Panel on Climate Change stresses the increasing urgency for reducing greenhouse gas emissions and for developing strategies for adapting to our altered climate; and

**Whereas** the City of Pembroke is committed to working within all Departments to adopt best practices toward a greener future; and

**Whereas** all citizens, businesses, institutions, and organizations are encouraged to work toward the protection and enhancement of our natural environment through education, partnerships, and action on Earth Day and every day;

**Therefore, be it resolved that** I, Ron Gervais, Mayor of the City of Pembroke, proclaim April 22<sup>nd</sup> through April 27<sup>th</sup>, 2025 as Earth Week in Pembroke.

Dated in the Mayor's Office this 15<sup>th</sup> day of April 2025.

Ron Gervais  
Mayor, City of Pembroke

By virtue of the power vested in me

I Do Hereby Declare

The week of

**May 4<sup>th</sup> – 10<sup>th</sup> , 2025**

**as "Emergency Preparedness Week"**

in the City of Pembroke.

**Whereas** the City of Pembroke recognizes the importance of Emergency Management in Ontario;  
and

**Whereas** the goal of Emergency Preparedness Week is to raise community awareness and the  
need to prepare for the possibility of an emergency; and

**Whereas** the safety of our community is the responsibility of each and every one of us and we  
must prepare now and learn how to secure a strong and healthy tomorrow.

**Now Therefore**, I, Ron Gervais, Mayor of the City of Pembroke, do hereby proclaim the week of  
May 4<sup>th</sup> to May 10<sup>th</sup>, 2025 to be Emergency Preparedness Week in the City of Pembroke, and  
encourage all citizens and businesses to be prepared and know your risk. This will help our  
community to become more aware of the importance of planning ahead and preparing for  
emergency situations.

Dated in the Mayor's Office this 15<sup>th</sup> day of April, 2025.

Ron Gervais  
Mayor, City of Pembroke

## **The Corporation of the City of Pembroke**

### **By-law Number 2025-39**

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

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

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

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

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

1. That By-law 2020-05 of the Corporation of the City of Pembroke be amended by the addition to Section 7.4 thereof the following:

Section 7.4(48) Residential Type 3-48 – R3-48

Notwithstanding any provisions of this By-law to the contrary, the property which is located in the R3-48 Zone, municipally known as **730 Cecelia Street** and more particularly described as Plan 611, Block 77, may be developed in accordance with the following provisions:

- i) Permitted uses: Section 7.1 Residential Type 3 – R3 permitted uses shall be limited a dwelling house containing a maximum of six units.
2. That Schedule 'A' to By-law 2020-05 of the Corporation of the City of Pembroke be amended to show the property described as Plan 611, Block 77 as "Residential Type 3-48 – R3-48" zone in place and instead of an "Open Space - OS" zone. The property which is rezoned is shown as the lined area on Schedule 'A' attached hereto.
3. This By-law shall be circulated in the manner provided for by the regulations enacted pursuant to Section 34(18) and (19) of The Planning Act R.S.O., 1990. In the event that no objection is filed within 20 days of the date of giving written notice, this By-law shall come into force and take effect. In the event that any objection to the approval of this By-law is filed within the required time period, this By-law shall be submitted to the Ontario Land Tribunal (OLT) for approval and shall come into force and take effect only upon the approval of OLT, as evidenced by the issuance of its formal order in that respect.

Passed and enacted this 15<sup>th</sup> day of April, 2025.

Ron Gervais  
Mayor

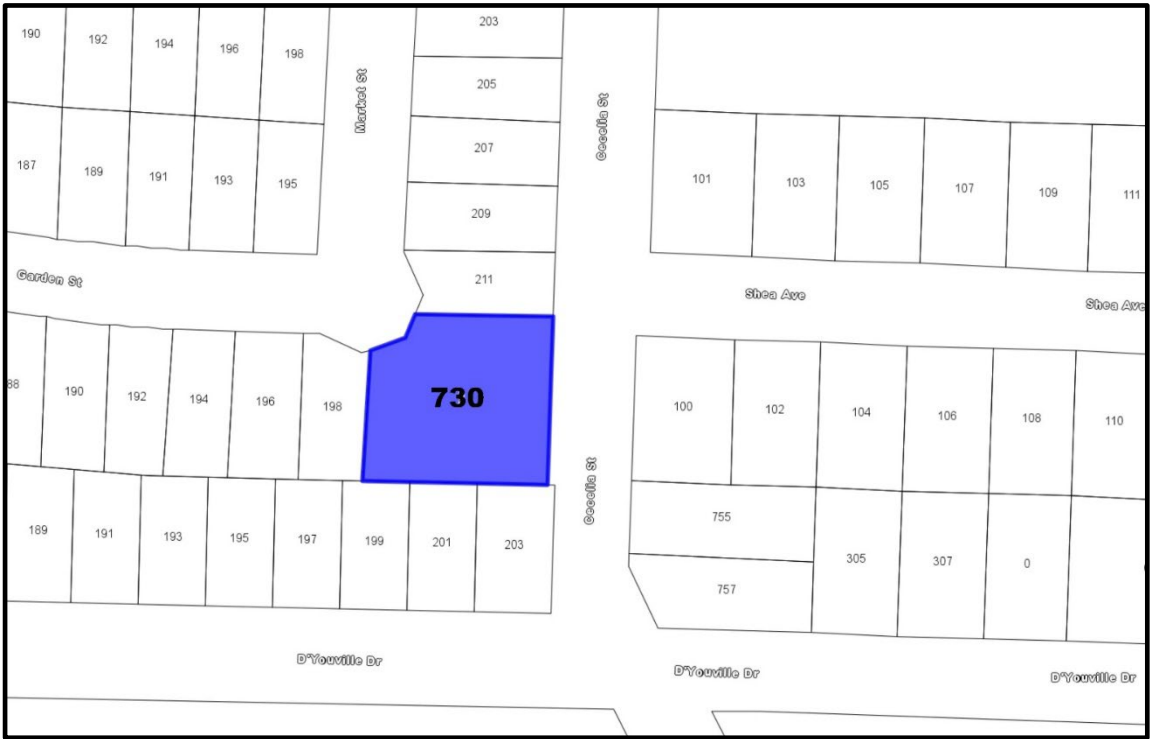
Victoria Charbonneau  
Clerk

This is Schedule ‘A’ to By-law 2025-39 of the Corporation of the City of  
Pembroke, passed this 15<sup>th</sup> day of April, 2025.

Mayor

Clerk

Subject Property to be rezoned from an “Open Space - OS” zone to a  
“Residential Type 3-48 – R3-48” Zone



## **The Corporation of the City of Pembroke**

### **By-law Number 2025-40**

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

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

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

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

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

1. That By-law 2020-05 of the Corporation of the City of Pembroke be amended by the addition to Section 8.4 thereof the following:

Section 8.4(38) Residential Type 4-38 – R4-38

Notwithstanding any provisions of this By-law to the contrary, the property which is located in the R4-38 Zone, municipally known as **570 Almira Street** and more particularly described as Plan 179, Lots 246, 247 and 248; and Plan 103, Lots 142, 143, 167, 168 and 169, Plan 103 except Part 1 on 49R-11702; and Lane, Plan 179, lying between Boundary Road and Julien Street, except Parts 1 and 2 on 49R-14043 and Part Julien Street, Plan 103 (Formerly Sixth Street); Part Julien Street, Plan 246 may be developed in accordance with the following provisions:

- i) Permitted uses: Section 8.1 Residential Type 4 – R4 permitted uses shall be limited to cluster housing development for a total of 14 row dwelling units;
  - ii) Zone provisions shall be in accordance with Section 8.2, excepting the following:
    - a. Group Setback – No Group Setback shall be required for the proposed row dwelling units;
    - b. Minimum Front Yard setback - 4.2 metres shown for one row dwelling unit at a singular point;
2. That Schedule 'A' to By-law 2020-05 of the Corporation of the City of Pembroke be amended to show the property described as Plan 179, Lots 246, 247 and 248; and Plan 103, Lots 142, 143, 167, 168 and 169, Plan 103 except Part 1 on 49R-11702; and Lane, Plan 179, lying between Boundary Road and Julien Street, except Parts 1 and 2 on 49R-14043 and Part Julien Street, Plan 103 (Formerly Sixth Street); Part Julien Street, Plan 246 as "Residential Type 4-38 -R4-38" zone in place and instead of a "Residential Type 2 - R2" zone. The property which is rezoned is shown as the lined area on Schedule 'A' attached hereto.
  3. This By-law shall be circulated in the manner provided for by the regulations enacted pursuant to Section 34(18) and (19) of The Planning Act R.S.O., 1990. In the event that no objection is filed within 20 days of the date of giving written notice, this By-law shall come into force and take effect. In the event that any objection to the approval of this By-law



is filed within the required time period, this By-law shall be submitted to the Ontario Land Tribunal (OLT) for approval and shall come into force and take effect only upon the approval of OLT, as evidenced by the issuance of its formal order in that respect.

Passed and enacted this 15<sup>th</sup> day of April, 2025.

Ron Gervais  
Mayor

Victoria Charbonneau  
Clerk

This is Schedule ‘A’ to By-law 2025-40 of the Corporation of the City of  
Pembroke, passed this 15<sup>th</sup> day of April, 2025.

Mayor

Clerk

Subject Property to be rezoned from a “Residential Type 2 – R2” zone to a  
“Residential Type 4-38 – R4-38” Zone



**The Corporation of the City of Pembroke**

**By-law Number 2025-41**

**A By-law to authorize the Mayor and Chief Administrative Officer to enter into an agreement with Bearinvest Ltd.**

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

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

**Whereas** the Council of the Corporation of the City of Pembroke had entered into previous Agreements with Burcom Developments Inc. for the property then described as Part of Lot 35, Concession 1, Stafford as in R117047; except Part 2, 49R-8162, R377670, R187918 and R312345; City of Pembroke and being all of PIN #57174-0042 (LT) which is now inactive;

**Whereas** the above property has changed ownership from Burcom Developments Inc. to Bearinvest Ltd; and

**Whereas** the Council of the Corporation of the City of Pembroke wishes to enter into an Agreement with Bearinvest Ltd. in respect to the lands now legally described as Part of Lot 35, Concession 1, Stafford, designated as Part 1, Plan 49R-20860, City of Pembroke, being the whole of PIN #57174-0341(LT).

**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 Agreement between Bearinvest Ltd. and the Corporation of the City of Pembroke for the land legally described as Part of Lot 35, Concession 1, Stafford, designated as Part 1, 49R-20860; City of Pembroke, being the whole of PIN #57174-0341(LT). A copy of the extension agreement is attached and marked as Appendix "A" to this by-law and to affix thereto the corporate seal.
2. This By-law shall come into force and take effect upon the date of the final passing thereof.

**Passed and enacted this 15<sup>th</sup> day of April, 2025**

Ron Gervais  
Mayor

Victoria Charbonneau  
Clerk

## Appendix “A” to By-law 2025-41

**This Agreement** dated this 15<sup>th</sup> day of April, 2025.

**Between:**

The Corporation of the City of Pembroke (hereinafter referred to as the “City”)

**and**

Bearinvest Ltd (previously Burcom Developments Inc.) (hereinafter referred to as “Bearinvest”)

**Whereas** the City transferred ownership of certain lands referred to as Part of Lot 35, Concession 1, Stafford, as in R117047, except 2, Plan 49R-8162, R377670, R187918, and R312345, City of Pembroke, being the whole of PIN 57174-0042(LT) (herein called the “Property”) to Burcom Developments Inc. (now known as Bearinvest Ltd.) by a Transfer registered on June 13th, 2011 as Instrument No. RE137631;

**And Whereas** at the time of the transfer of the Property, the City entered into an Agreement with Burcom Developments Inc. (now known as Bearinvest Ltd.) that, as partial consideration for the transaction, Burcom Developments Inc. (now known as Bearinvest Ltd.) would enter into a residential subdivision agreement with the City within a period of three (3) years after the transfer of the Property;

**And Whereas** the Agreement further provided that if Burcom Developments Inc. (now known as Bearinvest Ltd.) did not enter into a subdivision agreement with the City within a period of three (3) years after the transfer of the Property, then the City could repurchase the Property for the purchase price of \$350,000.00;

**And Whereas** the City agreed by By-law 2014-29 to extend the terms of the Option of the City to repurchase to June 13, 2015; and the second extension was granted by By-law 2015-33 to June 13, 2016 and the third extension was granted by By-law 2016-22 to June 13, 2017, the fourth extension was granted by By-law 2017-39 to June 13, 2018, a fifth extension was granted by By-law 2018-27 to June 13, 2019, a sixth extension was granted by By-law 2019-26, a seventh extension was granted by By-law 2020-38, an eighth extension was granted by By-law 2021-25 and a ninth extension was granted by By-law 2022-43.

**And Whereas** the parties hereto by this agreement extend the terms of the option of the City to repurchase the Property and the obligation of Bearinvest to enter into a residential subdivision agreement;

**Now therefore** it is agreed between the parties as follows:

1. Bearinvest acknowledges its obligations with respect to the Agreement as referred to in paragraph 1 thereof and dated February 1st, 2011 attached hereto as Schedule “A”, and specifically, its obligation to enter into a residential subdivision agreement with the City within a period of three (3) years from the closing date of the Property.
2. Bearinvest and the City have agreed to amend the terms of the Agreement and to allow Bearinvest a further one year to enter into a residential subdivision agreement with the City pursuant to paragraph 1 of the attached Schedule “A” Agreement with the extension to June 13th, 2026.
3. Bearinvest acknowledges that in the event the residential subdivision agreement is not entered into by Bearinvest to the satisfaction of the City by June 13th, 2026, then, and in that event, the City may repurchase the Property for the purchase price of \$350,000.00. In order to effect this option, the City shall provide notice to Bearinvest to be sent by registered mail to Bearinvest Ltd. at 351 Holland Street West, P. O. Box 1060, Bradford,

Ontario, L3Z 2B5 of its intention to exercise the option to buy back the Property within forty-five (45) days after June 13th, 2026 and shall complete the transaction within sixty (60) days thereafter.

4. Bearinvest acknowledges that in the event that the City provides notice as set out in paragraph 3, it is obligated to execute all documentation and provide it to the City's solicitor for the purpose of registering a transfer back to the City of Pembroke as per the terms of the Option.
5. Bearinvest acknowledges that the City may register notice of this agreement in the Land Titles Office against the title to the Property by the registration of a by-law of the City.

The Parties have executed this Agreement this 15<sup>th</sup> day of April, 2025.

**The Corporation of the City of Pembroke**

David Unrau  
Chief Administrative Officer

Ron Gervais  
Mayor

"We have the authority to bind the corporation"

Michael Orsi, President  
Bearinvest Ltd.  
355 Holland Street West  
P.O. Box 1060 Station Main  
Bradford, ON L3Z 2B5

SCHEDULE "A" TO BY-LAW 2025-41

THIS AGREEMENT made this first day of February, 2011, by By-law 2011-02.

BETWEEN: THE CORPORATION OF THE CITY OF PEMBROKE  
hereinafter referred to as the "City"

OF THE FIRST PART;

AND: BURCOM 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 Part of Lot 35, Concession 1, Stafford as in R117047; except 2, Plan 49R-8162, R377670, R187918 and R312345, City of Pembroke being the whole of PIN 57174-0042 (LT);

AND WHEREAS the City has entered into an agreement of purchase and sale of Part of Lot 35, Concession 1, Stafford as in R117047; except 2, Plan 49R-8162, R377670, R187918 and R312345, City of Pembroke being the whole of PIN 57174-0042 (LT);

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 acknowledges that the property is being acquired by it for the purposes of entering into a subdivision agreement with the Vendor in order that it may develop a residential subdivision of the property, and the Vendor is prepared to transfer the property to the Purchaser for the consideration set out herein on the specific condition that the subdivision agreement is entered into with the Vendor. As a result, in the event that a subdivision agreement is not entered into which is satisfactory to the Vendor within a period of three (3) years from the closing date of this transaction, then, and in that event, the Vendor has the option to re-purchase the property at the price paid by the Purchaser in the amount of THREE HUNDRED AND FIFTY THOUSAND (\$350,000) DOLLARS. In order to effect this option, the Vendor shall provide notice to the Purchaser within ninety (90) days of the three (3) year anniversary date of the closing date of this transaction and shall complete the transaction within sixty (60) days thereafter. The Purchaser agrees that this provision may be registered on title by way of a buy-back agreement entered into with the Vendor, with such registration being effected at the time of the closing of this transaction by the Vendor, and the Purchaser will consent to any such registration of a notice or any by-law requires under the Land Titles Act system for that purpose.
2. The Purchaser acknowledges the obligation to pay any costs for rezoning or any expenses for the registration and preparation of any subdivision agreement or any related documents at its sole cost and expense.

THIS AGREEMENT shall enure 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

BURCOM DEVELOPMENTS INC.

  
Mayor

  
Tony Romanelli

  
Chief Administrative Officer

I have the authority to bind this Corporation.

**The Corporation of the City of Pembroke**

**By-law Number 2025-42**

**A By-law to authorize the entering into an Agreement for the Rehabilitation of a Portion of the King's Highway 148 (Angus Campbell Drive to Greenwood Road) between the Minister of Transportation for the Province of Ontario and the Corporation City of Pembroke**

**Whereas** The Ministry is undertaking the rehabilitation of King's Highway 148 within the Ministry's right of way, from Angus Campbell Drive to Greenwood Road, and such work will include the repair or replacement of municipal infrastructure that is in the work zone where the highway rehabilitation is located, and that municipal infrastructure will be replaced or repaired at the Ministry's cost (the "Ministry Work"). In addition, the Municipality has proposed a new sidewalk, watermain and sanitary sewers within the Ministry Highway 148 right-of-way;

**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, including highways;

**And Whereas** under Section 5 of the *Municipal Act 2001*, c.25, the powers of a municipality shall be exercised by its Council by by-law

**And Whereas** the Municipal Council of the Corporation of the City of Pembroke finds it expedient to enter into an agreement for the rehabilitation of Highway 148 Angus Campbell Drive to Greenwood Road);

**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 Rehabilitation of a Portion of the King's Highway 148 (Angus Campbell Drive to Greenwood Road) Agreement between The Minister of Transportation for the Province of Ontario 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 15<sup>th</sup> Day of April, 2025.**

Ron Gervais  
Mayor

Victoria Charbonneau  
Clerk

**THIS AGREEMENT** made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**B E T W E E N:**

**HIS MAJESTY THE KING in right of the Province of Ontario,  
represented by the Minister of Transportation for the Province of Ontario**  
(hereinafter referred to as the "Ministry")

- and -

**THE CORPORATION OF THE CITY OF PEMBROKE**  
(hereinafter referred to as the "Municipality")

(together the "Parties")

**WHEREAS:**

- A. The Ministry is undertaking the rehabilitation of King's Highway 148 within the Ministry's right of way, from Angus Campbell Drive to Greenwood Road, and such work will include the repair or replacement of municipal infrastructure that is in the work zone where the highway rehabilitation is located, and that municipal infrastructure will be replaced or repaired at the Ministry's cost (the "Ministry Work"). In addition, the Municipality has proposed a new sidewalk, watermain and sanitary sewers within the Ministry Highway 148 right-of-way, (the "Municipal Work"), at the locations shown in Schedule B;
- B. The Municipality has requested and the Ministry has agreed to undertake and complete the Municipal Work as part of the Ministry Work;
- C. The Municipality has agreed to pay the Ministry for the costs of the Municipal Work;
- D. The Ministry has agreed to pay for the remaining costs of the Municipal Work;
- E. The work to be undertaken as part of the Municipal Work is detailed in Schedule B, and shall include the design of the Municipal Work. The Municipality hired a consultant to design the Municipal Works and incorporate it into the Work; and
- F. Section 116 of the Public Transportation and Highway Improvement Act, R.S.O. 1990, c.P.50, as amended (the "PTHIA") allows the Minister to enter into agreements for the purposes of the PTHIA, including agreements related to the safety and mobility of people and goods.



NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the premises and the covenants contained herein the Parties hereto for themselves and their respective successors and permitted assigns mutually agree as follows:

## DEFINITIONS

1. In addition to those words and terms defined elsewhere in this Agreement, the following words and terms have the following meanings in this Agreement:

"Contractor" means any contractor and any subcontractor that may be retained by the Parties to complete the Municipal Work;

"Design" means the engineering design for the Municipal Work;

"Ministry Work" means the rehabilitation of Highway 148 between Angus Campbell Drive and Greenwood Road plus the repair or replacement of municipal infrastructure;

"Municipal Work" means the construction of a new watermain and sanitary sewer ("Watermain and Sanitary Sewer") and a sidewalk ("Sidewalk") for pedestrian purposes within Highway 148, as shown in Schedule "B";

"Work" means both the Ministry Work and Municipal Work, and all infrastructure to be constructed under this Agreement as shown in Schedule A;

## DESIGN

2. The Municipality will undertake the design of the Municipal Work, at the cost of the Municipality, in consultation with the Ministry in accordance with applicable design standards.
3. The Ministry will incorporate the design of the Municipal Work into the Work.
4. The Municipality shall obtain any and all *Environmental Assessment Act*, R.S.O. 1990, c. E.18 approvals required for the Municipal Work, at its own cost and expense, and separate from any amounts owed by the Municipality under this Agreement.
5. The Ministry shall rely upon and use the standards and specifications contained in the Ontario Provincial Standards for Roads and Public Work: Provincial and relevant Municipal standards for the construction of the Municipal Work.

## TENDERING

6. The Ministry shall tender the Municipal Work as part of the Work.
7. Following the close of the tender for the Work and before awarding the contract for the construction of the Work, in the event that the bids received are above the costs agreed to in this Agreement, the Ministry shall notify the Municipality of the bid prices for the Municipal Work. Upon receipt of such notification by the Ministry, the Municipality shall notify the Ministry within fifteen (15) calendar days of the following:
  - (a) Its wish to provide additional funding and proceed with the Municipal Work; or
  - (b) Its wish to not accept the bid prices for the Municipal Work.
8. Following the close of the tender for the Work and before awarding of the contract for the construction of the Work, the Ministry shall notify the Municipality in writing that it has decided to proceed with the Municipal Work.
9. Notwithstanding any other wording in this Agreement, the Ministry may take any of the following actions with respect to the Work, at its sole discretion. The Ministry shall not be liable for any costs or damages the Municipality incurs as a result of any actions taken under this **Section 9**:
  - (a) The Ministry may award the contract for construction of the Work;
  - (b) The Ministry may not award the contract for construction of the Work;
  - (c) The Ministry may re-tender the any portion of the Work; and
  - (d) The Ministry may terminate this Agreement.

## CONSTRUCTION

10. The Ministry shall construct the Municipal Work following the cost breakdown set out in this Agreement.
11. The Ministry shall provide the Municipality at least thirty (30) calendar days written notice before construction of the Municipal Work is commenced.
12. The Municipality shall allow the Ministry, including its servants, agents, employees, assigns and contractors, to enter upon the Municipality's lands and

right-of-way, as may be necessary to construct the Work, including any warranty and maintenance periods that may be required and set out in the construction contracts for the Work.

13. The Ministry will be responsible for the construction administration associated with the Work, and other duties associated with the supervision and administration of the construction of the project of this type. It is understood and agreed by the Municipality that the Ministry may retain a consulting engineering firm for the actual or day-to-day construction administration of the Municipal Work.
14. Upon completion of the Municipal Work and notification from the Ministry, the Municipality shall inspect the Municipal Work and advise the Ministry of any defaults in the completion of the Municipal Work within 14 calendar days. Upon the Municipality being satisfied that the Municipal Work has been completed and defaults corrected through the administration of the Ministry or if the Municipality fails to advise the Ministry of any defaults prior to the expiry of the aforementioned time period, the Municipality will release the Ministry from all claims, actions, causes of actions, demands for damages, loss or injury, howsoever arising in consequence of the Ministry constructing the Municipal Work, provided that all normal construction warranty periods pertaining to the construction of the Municipal Work have expired.
15. The Ministry will be responsible for the resolution of any and all construction liens or disputes in respect of the Work.
16. The Municipality shall assume full responsibility and liability for all future maintenance and repairs of the Municipal Work after the Municipality accepts the Municipal Work or if the Municipality fails to advise the Ministry of any defaults prior to the expiry of the time period referred to in **Section 14** above.

## **PAYMENT**

17. The Municipality shall pay the Ministry the amount of three hundred thirty thousand dollars for the costs of the Municipal Work. The Municipality shall pay this amount to the Ministry upon substantial completion of the Municipal Work.
18. For purposes of budgeting, the cost of the Municipal Work are estimated to be three hundred thirty thousand dollars plus applicable surcharges and the Harmonized Sales Tax ("HST"), as more particularly described in Schedule C attached to this Agreement.
19. The Municipality acknowledges and agrees that the said sum is an estimate only and that payment shall be made by the Municipality to the Ministry for the full

amount associated with the Municipal Work incurred by the Ministry in respect of the Municipal Work and any applicable surcharges and HST.

20. In addition to the amount noted in **Section 17**, the Municipality shall pay to the Ministry the following:

- (a) one hundred per cent of all increased costs incurred by the Ministry to complete any additional work beyond the scope of the Municipal Work, which is requested by the Municipality and not included in the estimated cost provided to the Municipality;
- (b) one hundred per cent of all increased costs incurred by the Ministry to comply with any request of the Municipality to change the Municipal Work;
- (c) one hundred per cent of all increased costs incurred by the Ministry attributed to any delays attributed solely to the Municipality with respect to the Municipal Work;
- (d) one hundred per cent of all increased costs incurred by the Ministry attributed to unforeseen obstacles or other problems encountered during construction of the Municipal Work not foreseen in the tendered construction contract; and
- (e) one hundred per cent of all applicable surcharges and the Harmonized Sales Tax ("HST").

For further clarity, all costs owed by the Municipality under this **Section 20** shall be in addition to, and not included in, the funds owed by the Municipality under **Section 17**.

21. The Ministry agrees to notify the Municipality of any extra work relating to the Municipal Work identified during construction that is required for the completion of the Municipal Work upon becoming aware of this extra work. The Ministry will also notify the Municipality of the additional cost for such extra work. The Municipality agrees to pay the Ministry its share of the costs of any extra work related to the Municipal Work that was not included in the original estimate along with applicable HST thereon.
22. The Ministry shall invoice the Municipality for the actual costs of the Municipal Work that are the financial responsibility of the Municipality under this Agreement. The Municipality shall pay the Ministry the amount of the invoice within ninety (90) calendar days of the Municipality's receipt of the invoice.
23. The Municipality shall not acquire any title, right, easement, licence or any other interest in the lands of the Ministry, as a result of its payment to the Ministry of any amounts paid or owing pursuant to this Agreement.

## GENERAL PROVISIONS

24. Notices under this Agreement shall be in writing and sent by e-mail, personal delivery, or registered mail. Notices by registered mail shall be deemed to have been received on the fourth business day after the date of mailing. Notices by e-mail or personal delivery shall be deemed to have been received at the time of the delivery or transmission, unless delivered or transmitted on a weekend or holiday, in which case such notice shall be deemed to have been received on the next business day. In the event of an interruption in postal service, notice shall be given by e-mail or personal delivery. The address and contact information of the Parties under this Agreement, unless otherwise noted is:

**To the Ministry:**

Becca Lane  
Director, DEB, TIMD  
Ministry of Transportation  
159 Sir William Hearst Ave 2<sup>nd</sup> Fl.  
Toronto ON, M3M 0B7

**With a copy to:**

Chris Belanger/ Brendan Bureau  
Project Manager DEB, TIMD  
Ministry of Transportation  
1355 John Counter Blvd.  
Kingston, ON, K7L 5A3

**To the Municipality:**

Ron Gervais  
Mayor  
City of Pembroke  
1 Pembroke St. East  
Pembroke, ON K8A 3J5

**With a copy to:**

Marielle McLaughlin  
Manager of Operations  
City of Pembroke  
1 Pembroke St. East  
Pembroke, ON K8A 3J5

25. The Municipality warrants that it has taken all necessary steps, done all acts, passed any necessary by-laws and obtained all approvals within its power legally required to give it the authority to enter into this Agreement.

26. The rights, duties and powers of the Minister under this Agreement may be exercised by the Director.

27. Any changes, alterations or amendments to this Agreement shall be made in writing and signed by both Parties.

28. This Agreement shall be governed by the laws of the Province of Ontario and any applicable federal laws of Canada.

29. This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter of this Agreement and supersedes all prior commitments, statements, promises, warranties, representations, arrangements, negotiations,

agreements and understandings collateral, oral, or otherwise. There are no other agreements between the Parties in connection with the subject matter of this Agreement except as specifically set forth in this Agreement.

30. Unless otherwise specified, words denoting the singular include the plural and vice versa. The word “including” or “includes”, and similar words shall mean “including without limitation” or “includes without limitation”. The division of this Agreement into separate Sections, Subsections, Paragraphs and Schedules and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement.
31. There shall be no assignment of any part of this Agreement without the express written consent of the Ministry.
32. All references to currency shall be in Canadian dollars.

THIS AGREEMENT shall enure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF contained in this Agreement.

SIGNED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

HIS MAJESTY THE KING in right of the  
Province of Ontario, represented by the  
Minister of Transportation for the Province of  
Ontario

\_\_\_\_\_  
MINISTER OF TRANSPORTATION (ONTARIO)

SIGNED AND SEALED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**(THE CORPORATION OF THE CITY OF  
PEMBROKE)**

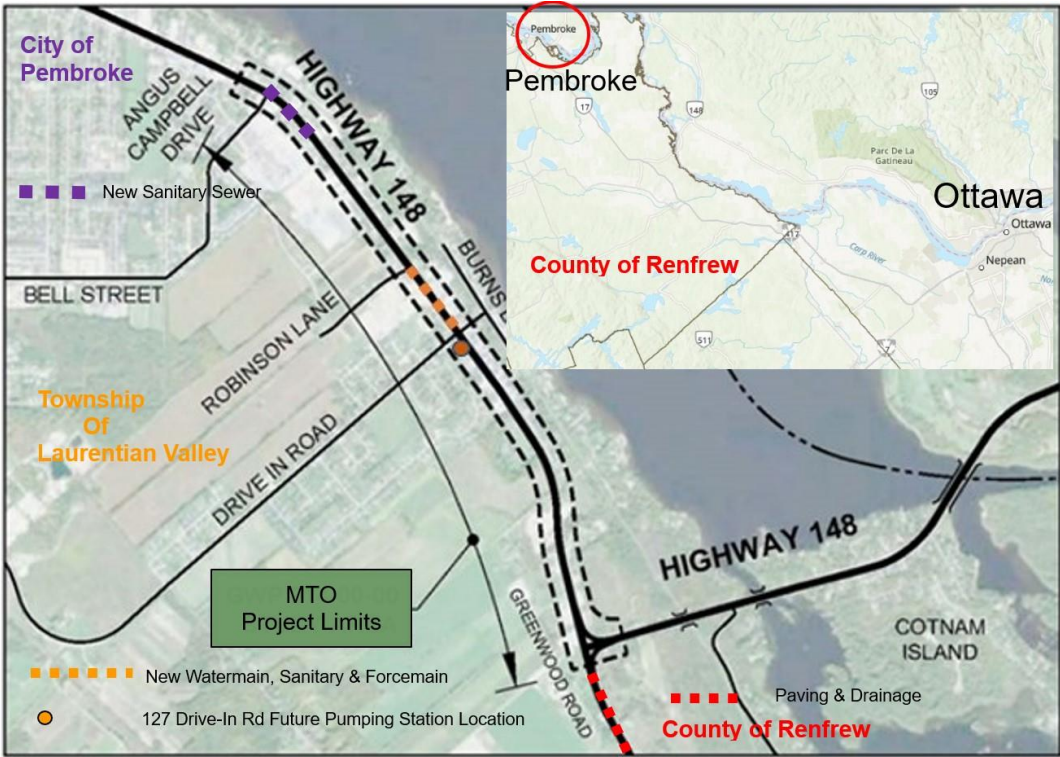
\_\_\_\_\_  
Mayor, Ron Gervais

\_\_\_\_\_  
Chief Administrative Officer/Clerk, David Unrau

SCHEDULE “A”

to an Agreement between the Minister of Transportation and the Corporation of the City of  
Pembroke

Location Map – depicting the limits of the detailed design for this Agreement

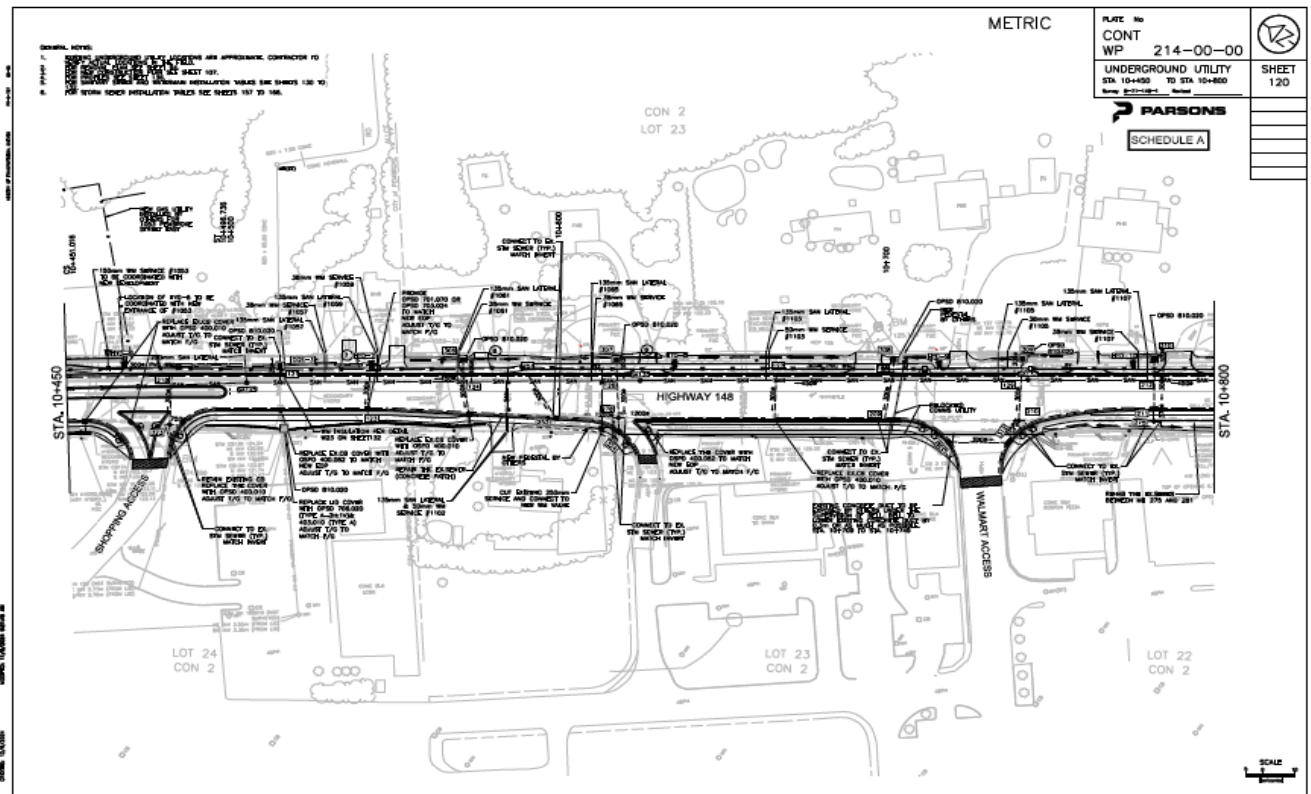
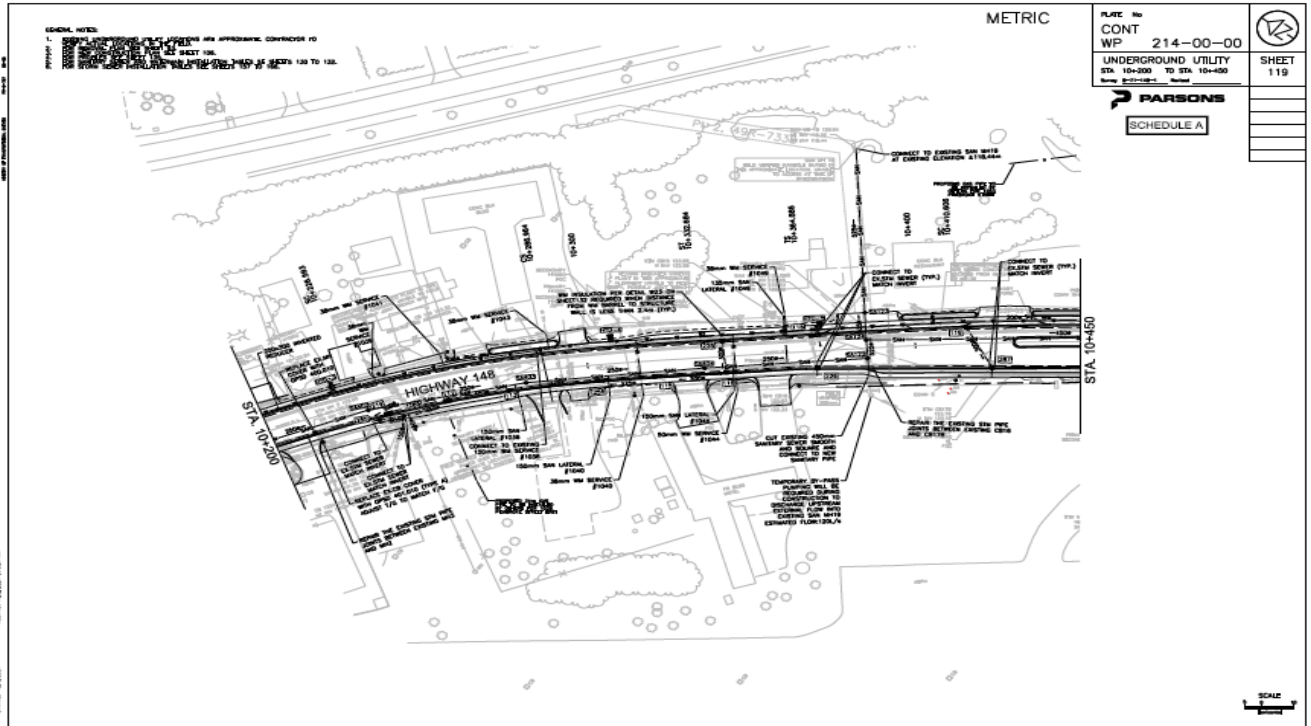




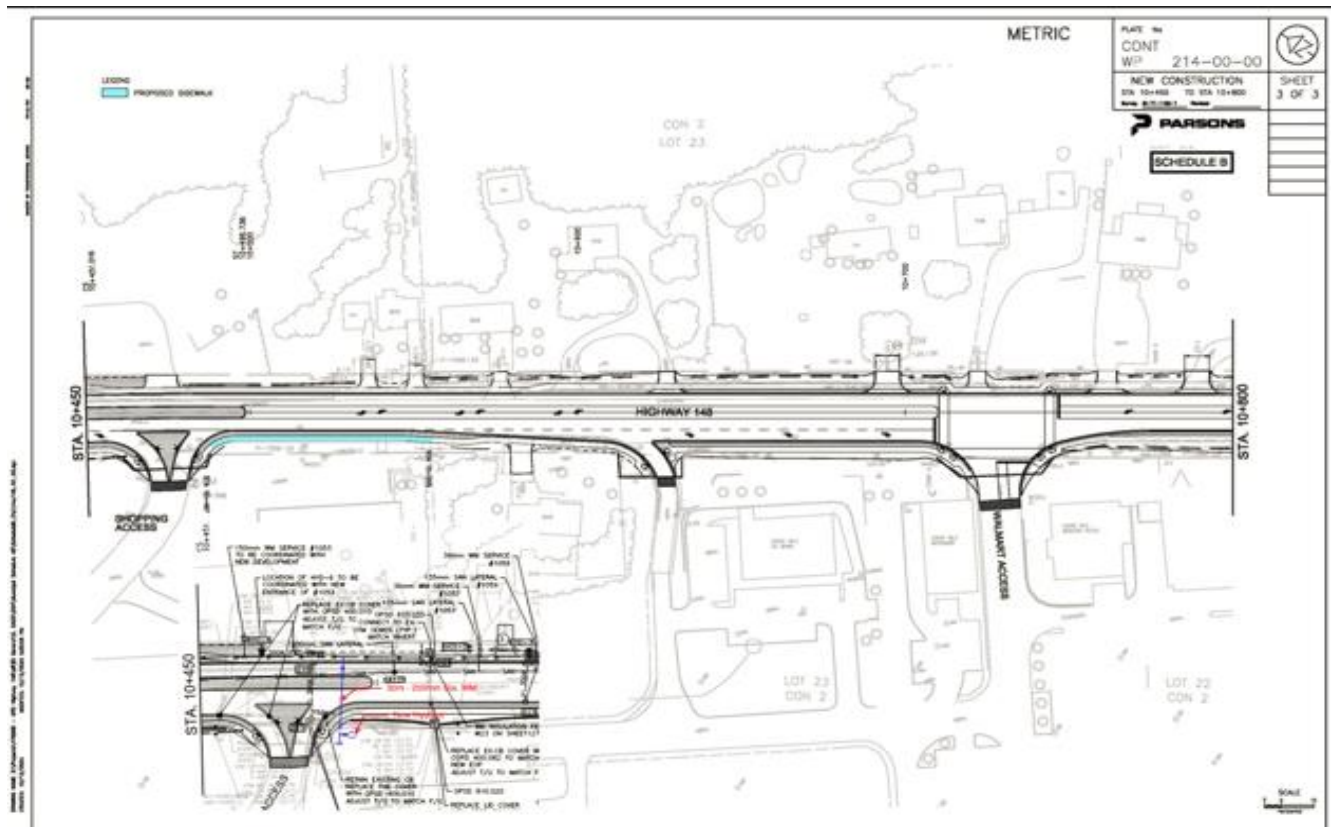




## By-Law 2025-42 Schedule A









**SCHEDULE "C"**

**to an Agreement between the Minister of Transportation and the Corporation of the City of  
Pembroke**

**Cost Estimate**

Item Code	Title	U.O.M.	~ Quantity	Unit \$	Item Cost
0351-0010	Concrete Sidewalk	m2	139	\$ 190.00	\$ 26,410.00
0405-0015	Closed-Circuit Television (CCTV) Inspection	m	323	\$ 35.00	\$ 11,305.00
0407-0040	1200 mm Manholes Catch Basins and Ditch Inlets	each	3	\$ 8,800.00	\$ 26,400.00
0407-0050	1200 mm Manholes Catch Basins and Ditch Inlets, Over 4 m	each	3	\$ 8,800.00	\$ 26,400.00
0407-0070	1500 mm Manholes Catch Basins and Ditch Inlets, Over 4 m	each	1	\$ 20,350.00	\$ 20,350.00
0408-0020	Breaking into Manholes, Catch Basins, Ditch Inlets, Culverts and Sewers	each	2	\$ 1,650.00	\$ 3,300.00
0410-0200	200 mm Pipe Sewer	m	233	\$ 220.00	\$ 51,260.00
0410-0400	400 mm Pipe Sewer	m	6	\$ 586.00	\$ 3,516.00
0410-0500	500 mm Pipe Sewer	m	77	\$ 801.00	\$ 61,677.00
0441-0050	Service Connection Pipe	m	42	\$ 676.00	\$ 28,392.00
0441-0010	Watermains	m	15	\$ 1,613.00	\$ 24,195.00
0441-0030	Hydrant Sets	each	1	\$ 15,622.00	\$ 15,622.00
0441-0055	Service Connection Appurtenance Sets	each	1	\$ 1,267.00	\$ 1,267.00
<b>Subtotal</b>					<b>\$ 300,094.00</b>
Contingency 10%					\$ 30,009.40
<b>Rounded to Total</b>					<b>\$ 330,000.00</b>

**The Corporation of the City of Pembroke**

**By-law Number 2025-43**

**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 fifteenth day of April 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 April 15<sup>th</sup>, 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 15<sup>th</sup> Day of April 2025**

Ron Gervais  
Mayor

Victoria Charbonneau  
Municipal Clerk