

Agenda Council Meeting

Tuesday, August 12, 2025 Council Chambers Following Combined Committee Meeting

(This meeting is live streamed on the <u>City's YouTube page</u> 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 July 15, 2025
 - ii. Adopt minutes from Committees
 - a. Combined Committee July 15, 2025
 - iii. Receive minutes from Local Boards
 - Pembroke Public Library Board March 20, 2025
- 5. Delegations and Presentations
- 6. Business Arising from Delegations and Presentations
- 7. Staff and Committee Reports
 - a. Combined Committee Isabella Street Catchment Area #2 Tender Award Contract No. 2365-1
 - b. Combined Committee Paul Martin Drive/River Road Resurfacing Phase 1-Tender Award Contract No. 26-0697-01
- 8. Proclamations
- 9. By-laws
 - a. 2025-64 Green Municipal Fund Grant Agreement
- 10. Motions
 - a. Resolution 25-08-07 2026 Water System Financial Plan
 - b. Resolution 25-08-08 Community Improvement Plan Application for 20 Pembroke Street West

Council Meeting Agenda August 12, 2025

c. Resolution 25-08-09 – Community Improvement Plan Application for 143 Pembroke Street West

- d. Resolution 25-08-10 Community Improvement Plan Application for 188 Prince Street
- e. Resolution 25-08-11 Community Improvement Plan Application for 1044 Pembroke Street East
- f. Resolution 25-08-12 Community Improvement Plan Application for 25-27 Pembroke Street East
- g. Resolution 25-08-13 Delegation of Authority to Chief Administrative Officer

11. Correspondence

- 12. Mayor's Report
- 13. Notices of Motion
- 14. Councillor Updates
- 15. Closed Session
 - That City of Pembroke Council convened in Closed Session earlier this evening with authorized staff remaining in the room, pursuant to the following section of the Municipal Act 2001;
 - Section 239(2)(c) a proposed or pending acquisition or disposition of land by the municipality or local board: More specifically as it relates to:
 - a. TransCan Corporate Park
- 16. Business Arising from Closed Session
- 17. Confirming By-law
 - Confirming By-law 2025-65
- 18. Adjournment

Draft City of Pembroke Council Meeting

Council Chambers Pembroke, Ontario July 15, 2025 7:43 p.m.

1. Call to Order

Present:

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

Regrets:

Also Present:

David Unrau, Chief Administrative Officer Victoria Charbonneau, Municipal Clerk

Mayor Gervais called the regular meeting of Council to order at 7:43 p.m.

2. Opening Prayer/Reflection

3. Disclosure of Pecuniary Interest & General Nature Thereof

a. Item 15.1.a. Councillor Plummer disclosed a pecuniary interest (Almira Street Surplus Land) indicating that an offer was made through his corporation.

4. Minutes

- i. Approve minutes from Council
 - a. Special Meeting of Council June 17, 2025

Resolution 25-07-01

Moved by Councillor Plummer

Seconded by Deputy Mayor Abdallah

That the minutes of the Special Meeting of Council of June 17, 2025, be approved as circulated.

Carried

b. Regular Meeting of Council – June 17, 2025

Resolution 25-07-02

Moved by Councillor Plummer

Seconded by Councillor Purcell

That the minutes of the Regular Meeting of Council of June 17, 2025, be approved as circulated.

Carried

ii. Adopt minutes from Committees

a. Planning and Development Committee – June 3, 2025

Resolution 25-07-03

Moved by Councillor Jacyno

Seconded by Councillor Purcell

That the minutes of the Planning and Development Committee meeting held on June 3, 2025, be adopted as circulated.

Carried

b. Finance and Administration Committee – June 3, 2025

Resolution 25-07-04

Moved by Councillor Plummer

Seconded by Councillor Purcell

That the minutes of the Finance and Administration Committee meeting held on June 3, 2025, be adopted as circulated.

Carried

c. Parks and Recreation Committee – June 17, 2025

Resolution 25-07-05

Moved by Councillor Plummer

Seconded by Councillor Purcell

That the minutes of the Parks and Recreation Committee meeting held on June 17, 2025, be adopted as circulated.

Carried

d. Operations Committee - May 20, 2025

Resolution 25-07-06

Moved by Councillor Plummer

Seconded by Councillor Purcell

That the minutes of the Operations Committee meeting held on May 20, 2025, be adopted as circulated.

Carried

e. Striking Committee - June 3, 2025

Resolution 25-07-07

Moved by Councillor Plummer

Seconded by Councillor Purcell

That the minutes of the Striking Committee meeting held on June 3, 2025, be adopted as circulated.

Carried

iii. Receive minutes from Local Boards

- Ottawa Valley Waste Management Board March 20, 2025
- Pembroke Heritage Murals Committee July 2, 2025

Resolution 25-07-08

Moved by Deputy Mayor Abdallah

Seconded by Councillor Lafreniere

That the minutes of the Ottawa Valley Waste Management Board of March 20, 2025, and the minutes of the Pembroke Heritage Murals Committee of July 2, 2025, be adopted as circulated.

5. Delegations and Presentations

6. Business Arising from Delegations and Presentations

7. Staff and Committee Reports

a. Combined Committee – Dickson Street Watermain Replacement – Tender Contract No. 24-2928-01 Award

Resolution: 25-07-09

Moved by Councillor Plummer

Seconded Deputy Mayor Abdallah

That Tender No. 24-2928-01 for the Dickson Street Watermain Replacement be awarded to 902474 Ontario Limited, O/A Do-All Construction for an estimated contract value of \$580,782.75 plus HST; and

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

That the budget shortfall of \$132,827.33 be funded from reallocated funds from Watermain Valve Replacements, Water Distribution System Pipe Rehabilitation and Alfred Street East Resurfacing, which have a combined budget of \$200,000.00.

The total value of the recommendations equal \$630,782.75 plus applicable HST.

Carried

b. Striking Committee – Member Appointment – County of Renfrew Joint City/County Liaison Committee; and, Member Resignation – Pembroke Waterfront Planning Advisory Committee

Resolution: 25-07-10

Moved by Councillor Lafreniere

Seconded Councillor Kuehl

Be it Resolved That the Corporation of the City of Pembroke appoint Councillor Purcell to the Joint City/City Liaison Committee.

Carried

8. Proclamations

9. By-laws

a. By-law 2025-58

Resolution 25-07-11

Moved by Councillor Jacyno

Seconded by Councillor Plummer

That By-law 2025-58, a By-law to amend By-law 2015-15, being a by-law to authorize the execution of a service contract with Miller Waste Systems Inc. for the collection and transportation of garbage, recyclable material, source separated organics and yard waste, 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. By-law 2025-59

Resolution 25-07-12

Moved by Councillor Purcell

Seconded by Deputy Mayor Abdallah

That By-law 2025-59, a By-law to adopt Amended Human Resources Policies and Repeal By-laws 2016-45 and 2023-45 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

c. By-law 2025-60

Resolution 25-07-13

Moved by Councillor Lafreniere

Seconded by Councillor Purcell

That By-law 2025-60, a By-law to provide for a tax levy for the City of Pembroke for the year 2025 and to establish tax rates to raise same, 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. By-law 2025-61

Resolution 25-07-14

Moved by Deputy Mayor Abdallah

Seconded by Councillor Purcell

That By-law 2025-61, as amended (Schedule A to remove the reference), a By-law to establish fares, set policies and delegate authority related to the City of Pembroke's ondemand transit service operating as Ottawa River Transit, 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

e. By-law 2025-62

Resolution 25-07-15

Moved by Deputy Mayor Abdallah

Seconded by Councillor Purcell

That By-law 2025-62, a By-law to amend By-law 2002-52, being a by-law to authorize the entering into of an agreement between the Friends of the Disabled (Pembroke) Inc. and the Corporation of the City of Pembroke for the purpose of conveying passengers in the municipality, 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):

• June 25th – Paddlers of Pinesi Paddle

- June 28 Purvis Gallery retirement meeting and congratulations.
- June 30th Upper Ottawa Valley Heritage Strawberry Social event
- July 1 Canada Day event at Waterfront Park
- July 9 Grant Announcement with MPP Denault, to announce that the City of Pembroke is receiving \$150,000 towards a touchdown at Albert Street and the Algonquin Trail. This will increase accessibility for users of the trail.

13. Notices of Motion

a. Overview of Current By-law Practices and Challenges – Deputy Mayor Abdallah

After consultation with CAO, Mayor, and OPP the Deputy Mayor indicated his wish to withdraw the motion.

14. Councillor Updates

Deputy Mayor Abdallah

- Attendance at fundraiser for the hospital, thank you
- Attendance at the Youth Pop Up Market
- Noted that the Pembroke Farmer's Market is in full swing, every Saturday 9-1
- Ottawa River Transit system starts August 5th, there will be more promotion coming soon

Councillor Purcell

- Attendance at Jason Blaine and Warden's Golf Tournaments
- Attendance at CNL Environmental Stewardship event
- Canada Day Event kudos to everybody involved in helping with the event Parks and Recreation staff put on a great event and volunteers as well
- Local Firefighters Association put on a great and safe fireworks show
- Opportunity to participate in Festival Hall and Victoria Hall tour and notes will be coming forward

15. Closed Session

Resolution 25-07-16 8:50 p.m.

Moved by Councillor Lafreniere

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. Almira Street Surplus Land

Carried

Councillor Plummer left the table due to a noted pecuniary interest highlighted in section 3 of the minutes.

16. Business Arising from Closed Session 8:59 p.m.

Mayor Gervais indicated that there was a closed session held earlier. There were pecuniary interests declared by Councillor Plummer (per section 3 of the minutes). Staff received direction.

17. Confirming By-law

• Confirming By-law 2025-63

Resolution: 25-07-17

Moved by Councillor Purcell

Seconded by Councillor Lafreniere

That By-law 2025-63 to confirm the proceedings of the Regular Meeting of Council of July 15, 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: 25-07-18 Moved by Deputy Mayor Seconded by Councillor Purcell

That the July 15, 2025, regular meeting of Council adjourn at 8:59 p.m.

Carried

Ron Gervais Mayor

Victoria Charbonneau Municipal Clerk

Draft Combined Committee Meeting

Council Chambers Pembroke, Ontario July 15, 2025 6:00 p.m.

Mayor Gervais indicated that a motion to appoint a Chair for the Combined Committee is required.

Resolution C 2025-07-01

Moved by Councillor Lafreniere Seconded by Deputy Mayor Abdallah That Councillor Jacyno be appointed as the Chair for the City of Pembroke Combined Committee dated July 15, 2025.

1. Land Acknowledgement

2. Call to Order

Councillor Jacyno called the meeting to order at 6:00 p.m.

Present:

Carried.

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

Regrets:

Also, Present:

David Unrau, Chief Administrative Officer
Victoria Charbonneau, Municipal Clerk
Jordan Durocher, Director of Parks and Recreation
Heather Sutherland, Economic Development and Information Officer
Colleen Sauriol, Director of Planning, Building and By-law Enforcement
Angela Lochtie, Treasurer/Deputy Clerk
Brian Lewis, Director of Operations

3. Disclosure of Pecuniary Interest and General Nature Thereof

- a. Item 7.d Mayor Gervais disclosed a perceived pecuniary interest (removal of 1 foot reserve in front of 730 Cecelia Street) as Robert Sheppard (business partner) acts as legal representative on the file.
- b. Item 7.d (removal of 1 foot reserve in front of 730 Cecelia Street) Councillor Kuehl indicated that the owner of 730 Cecelia Street is a client.

c. 7.h Councillor Plummer disclosed a pecuniary interest (Forced Road sidewalk Construction) indicating that his employer is the contractor on the project

4. Approval/Amendment of Meeting Agenda

5. Approval of Minutes

a. Planning and Development Committee Meeting – June 3, 2025

Resolution C 2025-07-02

Moved by Deputy Mayor Abdallah

Seconded by Councillor Plummer

That the minutes of the June 3, 2025, Planning and Development Committee meeting be approved as circulated.

Carried

b. Finance and Administration Committee Meeting – June 3, 2025

Resolution C 2025-07-03

Moved by Councillor Plummer

Seconded by Deputy Mayor Abdallah

That the minutes of the June 3, 2025, Finance and Administration Committee meeting be approved as circulated.

Carried

c. Parks and Recreation Committee Meeting – June 17, 2025

Resolution C 2025-07-04

Moved by Councillor Purcell

Seconded by Councillor Lafreniere

That the minutes of the June 17, 2025, Parks and Recreation Committee meeting be approved as circulated.

Carried

d. Operations Committee Meeting – May 20, 2025

Resolution C 2025-07-05

Moved by Deputy Mayor Abdallah

Seconded by Councillor Plummer

That the minutes of the May 20, 2025, Operations Committee meeting be approved as circulated.

Carried

e. Striking Committee Meeting – June 3, 2025

Resolution C 2025-07-06

Moved by Councillor Purcell

Seconded by Councillor Plummer

That the minutes of the June 3, 2025, Striking Committee meeting be approved as circulated.

Carried

6. Business Arising from Minutes

There was no business arising from the minutes.

7. New Business

a. PMC Chiller Installation

Director Durocher presented the report.

Resolution C 2025-07-07

Moved by Councillor Purcell

Seconded Councillor Lafreniere

That the Combined Committee approve the shortfall of \$9,537.60 net HST rebate for the PMC Chiller Replacement Capital project be transferred from the Marina Attendant Building, as presented.

Carried

b. Fleet Colour Change

Economic Development and Information Officer Sutherland presented the report. A discussion was held and the following points were raised:

- Wraps on vehicles have been hypothesized to potentially prolong the good state vehicle
- Question regarding if different department vehicles will be identified. Response included there has been no discussion on this fact

Resolution C 2025-07-08

Moved by Mayor Gervais

Seconded Deputy Mayor Abdallah

That the Combined Committee approve changing the City's fleet colour to white with vehicle wraps to best secure vehicles moving forward while maintaining brand consistency, as presented.

Carried

c. CAO Update

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

 Highlights of steps to address the growing social challenges that arise from homelessness and substance abuse in our community. The challenges are complex and multi-layered with many organizations working together including the City of Pembroke to provide support

Resolution C 2025-07-09

Moved by Councillor Purcell

Seconded Deputy Mayor Abdallah

Issuance of Orders to the County of Renfrew to Remove Unauthorized Camping along the Algonquin Trail in Pembroke.

Whereas the City of Pembroke recognizes its responsibility to ensure public safety, environmental protection, and community well-being along the Algonquin Trail within its jurisdiction;

And whereas the land along the Algonquin Trail in Pembroke is owned by the County of Renfrew;

And whereas unauthorized rough camping sites have been identified along the trail, located on County property, resulting in safety concerns, and negative impacts on trail users and residents;

And whereas displaced campers from these sites often utilize the Mesa Intake Centre, which has cost Pembroke residents hundreds of thousands of dollars to address issues related to homelessness and substance abuse:

And whereas it is appropriate for the City of Pembroke to request the County of Renfrew to take action to address these issues and prevent further displacement and associated costs;

Now therefore be it resolved that the City of Pembroke:

Officially requests and directs the County of Renfrew to issue orders to remove all unauthorized rough camping sites along the Algonquin Trail within the City of Pembroke.

Requests the County of Renfrew to collaborate with relevant enforcement agencies, including the Ontario Provincial Police, Renfrew County By-law Enforcement, and MESA Services, to ensure immediate removal and enforcement of regulations prohibiting unauthorized camping.

Urges the County of Renfrew to implement measures to prevent future unauthorized camping, such as:

- adhering to posted signage indicating no camping
- Increasing patrols and surveillance along the trail via ProTec5.
- Collaborating with local law enforcement and by-law enforcement.

Displaced campers may utilize the Mesa Intake Centre to access homelessness and substance use supports,

Requests the County of Renfrew to remove all rough campsites within 10 business days, and report back actions taken;

Encourages outreach and education efforts to inform the public about camping regulations and the importance of preserving the trail and surrounding environment.

Be it further resolved that the City of Pembroke advocates for ongoing collaboration with the County of Renfrew to address land use, homelessness, and recreational management along the Algonquin Trail.

Carried.

Mayor Gervais and Councillor Kuehl removed themselves form the table as declared in section 3 of the minutes (6:39 p.m.).

d. Removal of 1-Foot Reserve in Front of 730 Cecelia Street

Director Sauriol presented the report.

Resolution C 2025-07-10

Moved by Deputy Mayor Abdallah

Seconded Councillor Purcell

That the Combined Committee approve lifting of the 1-foot reserve in front of 730 Cecelia Street so that the owner can have access to their property from Cecelia Street; and furthermore, that the City of Pembroke retain ownership of this section of land, as presented. **Carried**

Mayor Gervais and Councillor Kuehl returned to the table (6:42 p.m.) as per item 3 on the agenda.

e. Building Permit Fee Background Report

Director Sauriol presented the report.

Resolution C 2025-07-11

Moved by Councillor Purcell

Seconded Deputy Mayor Abdallah

That the Combined Committee direct staff to proceed to a public meeting regarding building permit fees, as presented.

Carried

f. Proposed Amendment to Parking By-law

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

• Expressed concerns iterated from petition signees about the volume of parking on both sides of the street and the flow of traffic from ATVs. Additional concerns about safety for drivers and pedestrians using the area.

Moved by Councillor Plummer

Seconded Deputy Mayor Abdallah

That the Combined Committee endorse and recommend to Council amendment of the Parking By-law to include a "No Parking During Winter Months" zone on Douglas Street, both sides, between Lea Street and Boundary Road; and furthermore, that the Parking By-law be amended to remove the section that prohibits parking across a private driveway or public land, as presented.

Councillor Kuehl presented an amendment to the presented resolution:

Resolution C 2025-07-12

Moved by Councillor Kuehl

Seconded by Mayor Gervais

That the Combined Committee endorse and recommend to Council amendment of the Parking By-law to provide for the creation of a "No Parking" zone on Douglas Street between Lea Street and Boundary Road.

Carried.

g. ORT July Update and Fare Bundling

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

- As the pilot project is a 3-year fixed period those interested in purchasing a bundle would have to understand if tickets are not used by end of pilot project they may be void.
- Discussion of delaying institutional ticket bundling fares with staff bringing back in 6 months for consideration
- Comparison of fares between ORTC and North Grenville transit, along with the metrics
 for the transit system and it is recommended that the metrics be posted for public view
 when possible. Response included the by-law also deals with the Transit Liaisons
 ability to amend nonfinancial aspects of the policy governing the usage this is
 clarified as not the committee authorizing this, it will be the Transit Liaison in
 consultation with CAO to allow for quickest pivoting as possible to ensure smooth
 service with limited-service disruptions or rider experiences.
- At a \$5.00 fare it appears to be the most economical choice for public transit in the City.
- Do the Handi-Bus post rider statistics online as well? If the City service is going to do
 this, may want to explore having statistics posted from the Handi-Bis as well to keep it
 consistent.
- It was discussed that advertising/public relations dollars are better spent on radio advertising opposed to giving free rides to people are promotion.

Resolution C 2025-07-13

Moved by Councillor Plummer

Seconded Deputy Mayor Abdallah

That the Combined Committee approve a \$5 per person fare, as presented.

Carried

Councillor Plummer removed himself from the table (7:22 p.m.) as per item 3 on the agenda.

h. Forced Road Sidewalk Construction

Director Lewis presented the report.

Resolution C 2025-07-14

Moved by Deputy Mayor Abdallah

Seconded Councillor Lafreniere

That the Combined Committee approve the allocation of \$25,000 from the Sidewalk Reserve for the construction of a sidewalk on Forced Road; and, the re-allocation of the anticipated \$11,000 in surplus funds from the 2025 Capital Sidewalk program to the Forced Road sidewalk construction, as presented.

Carried

Councillor Plummer returned to the table (7:26 p.m.)

Dickson Street Watermain Replacement – tender Contract No. 24-2928-01

Director Lewis presented the report.

Resolution C 2025-07-15

Moved by Councillor Lafreniere

Seconded Mayor Gervais

That the Combined Committee approve award for the Dickson Street Watermain Replacement Contract No. 24-2928-01 to 902474 Ontario Limited, O/A Do-All Construction in the amount of \$580,782.75 plus HST; being the lowest responsive and responsible bidder; and additional expenditures in the amount of \$50,000.00 for a contingency allowance with the budget shortfall of \$132,827.33 being funded from reallocated funds from Watermain Valve Replacements, Water Distribution System Pipe Rehabilitation and Alfred Street East Resurfacing, which have a combined budget of \$200,000, with the total value of the recommendations equal \$630,782.75 plus applicable HST, as presented.

Carried

- j. Waste Management Curbside Collection Contract Extension Director Lewis presented the information report. A discussion was held and the following points were raised:
 - Recently there has been an increase in calls due to late or missed pick ups. There has been a change over in drivers and what constitutes pickup and no pickup items

Resolution C 2025-07-16

Moved by Councillor Plummer

Seconded Councillor Purcell

That the Combined Committee endorse and recommend to Council approval of By-law 2025-58 for the extension of the service of the service contract with Miller Waste Systems Inc. for the collection and transportation of garbage, recyclables from non-eligible sources, source separated organics and yard waste for the period of April 1, 2025 to March 31, 2027, as presented.

Carried

8. Adjournment

Resolution C 2025-07-17

Moved by Councillor Lafreniere

Seconded by Councillor Plummer

That the Combined Committee meeting of July 15, 2025, adjourn at 7:37 p.m.

Carried



Pembroke Public Library Board Meeting Minutes

Thursday, March 20, 2025 6:00 pm

Members Present: Justin Jeffrey, Renelle Charron, Ron Gervais, Mike Popke, Brian Abdallah,

Bethea Summers

Excused: Wendy Hewitt

Absent: None

Staff: Karthi Rajamani, CEO

Board Minutes: Sara Thibeault

1. Call to Order:

• The meeting was called to order at 6:05pm.

2. Land Acknowledgement:

Brian Abdallah read the Land Acknowledgement.

3. Approval of Agenda

MOTION: To approve the Agenda:

#25:17 M/ Renelle Charron, S/ Justin Jeffrey. CARRIED.

4. Approval of Minutes:

MOTION: To approve the minutes of the Board Meeting held on February 20, 2025:

#25:18 M/ Bethea Summers, S/ Renelle Charron. CARRIED.

5. Conflict of Interest: None

6. Business Arising from Minutes: None



7. Correspondence:

- Some portions to be discussed during in-camera session.
- Karthi reported receiving a bequest from the estate of former patron, Ruby Rondeau.
 Board Members discussed potential library-service improvements to be explored with these funds.

8. **Board Chair Report:**

- Brian called for a moment of silence in memory of Jamie Bramburger, community leader and longtime library supporter.
- He mentioned his biweekly visits to the library to sign invoices.
- He reported on Karthi's appearance at the March 4, 2025 City of Pembroke Council
 Meeting to discuss two recent awards earned by herself and the library.

9. **CEO Report:**

- Karthi informed Board Members she will be away in India from March 28, 2025 until
 early May, with her last day at the library being March 26. Taylor Bissonnette will be
 the contact person in her absence.
- Karthi informed Board Members that library operations had experienced fewer disturbances, this winter, following the relocation of the warming centre.
- She reported that preparations for the 2025 Pembroke Multicultural Festival were well under way, with many new and returning sponsors, performers, and vendors having been contacted by staff in the last few weeks.

10. Financial Report:

 Karthi notified Board Members that the library's 2024 paperwork had recently been submitted to Baker Tilly, the library's auditor. At this time, the auditor is waiting on the City of Pembroke's Finance Department to submit their portion of the documentation in order to go forward with the yearly audit.



 She reiterated that she had been asking for the library's portion of the annual HST refund for the past 8 years, but has never received it.

11. Property Report:

- Brian shared with Board Members that preparations for the washroom renovations in the Children's Department are under way.
- He reported that the library's new shed is being built by students at Algonquin
 College with construction slotted to be finished by summer.
- He explained that the window renovations would be waiting until Karthi's return, and announced that Bruce Papin would likely attend a future Board Meeting to discuss the matter.
- He verbalized that he would advocate for the City's upcoming transit system to set up a bus stop in front of the library, as part of its regular circuit.
- Karthi shared that the flooring renovations to the upstairs accessibility washroom as well as to the basement storeroom area were due to begin but may also be put on hold until her return.

12. Policies:

MOTION: To approve the following policies:

- HR-07 (Workplace Harassment and Discrimination)
- HR-08 (Prevention of Workplace Violence)
- HR-09 (Health and Safety of Staff)

#25:19 M/ Justin Jeffrey, S/ Mike Popke. CARRIED.

13. In-Camera Session:

MOTION: That the Board move into an in-camera session:

#25:20 M/ Bethea Summers, S/ Justin Jeffrey. CARRIED.

MOTION: That the Board move to end the in-camera session:

#25:21 M/ (Board Member), S/ (Board Member). CARRIED.



14. Acceptance of All Reports:

MOTION: To accept all reports:

#25:22 M/ Mike Popke, S/ Bethea Summers. CARRIED.

15. New Business:

- Brian and Justin discussed updates on the ongoing deliberations by Lease
 Subcommittee members (Justin, Mike, Wendy, and Renelle).
- Karthi mentioned getting a tentative MOU between the library and the City of Pembroke drafted to share at the next Board Meeting.
- 16. Adjournment: Approximately 6:54pm.

MOTION: To adjourn:

#25:23 M/ Bethea Summers, S/ Justin Jeffrey. CARRIED.

17. Next Meeting: Thursday, May 15, 2025 at 6:00pm.

Board Chair CEO

Brian Abdallah Karthi Rajamani



Tuesday, August 12, 2025

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

Moved by:

Seconded by:

That Tender No. 2365-1, Isabella Catchment Area #2 - Moffat Street – Renfrew Street to Mary Street, be awarded to Bonnechere Excavating Inc, for an estimated contract value of \$2,140,869.56 plus HST; and

That additional expenditures in the amount of \$300,000.00 be approved for a contingency allowance; and

The total value of the recommendations equal \$2,440,869.56 plus applicable HST.

Carried

Mayor



Tuesday, August 12, 2025

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

Moved by:

Seconded by:

That Tender No. 26-0697-01 Paul Martin Drive/ River Road Resurfacing – Phase 1 (City Limits to Town Line Road) be awarded to Bonnechere Excavating Inc., for an estimated contract value of \$1,091,905.08 plus HST; and

That additional expenditures in the amount of \$50,000 be approved for a contingency allowance; and

The total value of the recommendations equal \$1,141,905.08 plus applicable HST.

Carried

Mayor

The Corporation of the City of Pembroke

By-law Number 2025-64

A By-law to authorize the entering into a Green Municipal Fund (GMF) Grant Agreement between the Federation of Canadian Municipalities (FCM) and the Corporation of the 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;

And Whereas the Municipal Council of the Corporation of the City of Pembroke desires to enter into a Grant Agreement with the federal government of Canada for develop and deliver an affordable, on-demand electric vehicle transit service pilot;

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 a Green Municipal Fund Grant Agreement between the Federation of Canadian Municipalities and the Corporation City of Pembroke; the specific terms of which are as substantially set out in the agreement attached as Schedule "A" to this by-law.
- 2. This by-law shall come into force and take effect upon the date of the final passing thereof.

Passed and Enacted this 12th Day of August, 2025.

(Chair) For	
Ron Gervais Mayor	
-	
\"	
Victoria Charbonneau	
Clerk	



BETWEEN:

GREEN MUNICIPAL FUND GRANT AGREEMENT GMF DFC-22-0031

having a place of business at 24 Clarence Street, Ottawa, ON, K1N 5P3.

FEDERATION OF CANADIAN MUNICIPALITIES, a not-for-profit corporation incorporated under the laws of Canada, acting as trustee of the Green Municipal Fund ("**GMF**"), and

This Grant Agreement is hereby made and entered into

and	("FCM")		
and		CITY OF PEMBROKE, an Ontario corporation oke St E, Pembroke, ON, K8A 3J5.	and having
	("Recipient")		
FCM and the Recip	pient shall be referred to indiv	ridually as a "Party" and collectively as the	"Parties".
between the Parties or other communicat	(" Agreement ") and supersedes a ions between the Parties relatir	below, constitutes the entire understanding and all prior correspondence, offers, negotiations, and to the subject matter hereof, whether oral nt shall be binding upon a Party unless in writing	greements, , written or
		ate of last signature below ("Effective Date ") are in accordance with the provisions of the Agreer	
The following Schedules are attached and incorporated in the Agreement by reference: Schedule A – General Terms and Conditions Schedule B – Eligible and Ineligible Costs Table Schedule D – Request for Contribution Template Schedule E – Project Progress Report Template Schedule F – Project Completion Report Template			
In witness whereof, the	ne Parties have executed the Agre	reement through their duly authorized officials.	
FEDERATION OF C	CANADIAN MUNICIPALITIES	THE CORPORATION OF THE CITY PEMBROKE	OF
Rachel Deslauriers Senior Manager, Bu – Net Zero Accelera	siness Development & Funding tion Programs	Per:	
		Date:	

SCHEDULE A - GENERAL TERMS AND CONDITIONS

1. **DEFINITIONS**

Whenever used in the Agremeent and unless the context otherwise requires, the following terms have the following meanings:

"Advanced Contribution" means the first disbursement of the Grant Amount, disbursed in advance of the Recipient having incurred sufficient Eligible Costs to request reimbursement from FCM, as set forth in Schedule C to the Agreement;

"Business Day" means any day other than a Saturday, Sunday or statutory holidays in the Province of Ontario;

"Confidential Information" has the meaning ascribed thereto in Section 8.3 of this Schedule A;

"Contribution" means each individual disbursement of the Grant Amount, as set forth in Schedule C;

"Eligible Costs" means the costs described in Schedule B of the Agreement, for which the Recipient may use the Grant;

"Expense Claim" means the expense claim in the form of the Project Workbook;

"FCM's Accessibility Guidelines" means the FCM guidelines to be followed by the Recipient, or the consultant hired by the Recipient, when preparing the Project Progress Report(s), Project Completion Report and Final Deliverable, to ensure that such reports are accessible to people with disabilities;

"Final Contribution" means the last disbursement of the Grant Amount. In the event that the Recipient receives the Grant Amount in a single contribution, FCM will advance the Grant Amount through the Final Contribution;

"Final Deliverable" means the final version of the plan or the final version of the report summarizing the results and activities undertaken in conducting the business case, study or the pilot project, as applicable, as described in Schedule C:

"GAAP" means the generally accepted accounting principles for local governments as recommended, from time to time, by the Public Sector Accounting Board of the Canadian Institute of Chartered Accountants;

"Material Change" means any change to the description of the Project, forecasted Eligible Costs or particulars of the sources of funding, all as set forth in Schedule C;

"**Project**" means the plan, business case, feasibility study or pilot project, as applicable, as described in Schedule C:

"Project Workbook" means the form of electronic spreadsheet provided by FCM to the Recipient, as amended by FCM from time to time, to be completed when providing information updates or submitting a Request for Contribution to FCM; and

"Request for Contribution" means the request for Contribution, in the form of Schedule D.

GRANT

- 2.1 <u>Grant Purpose</u> FCM is providing the Grant to the Recipient for the sole purpose of assisting the Recipient in the preparation of the Project ("**Grant**").
- 2.2 <u>Grant Amount</u> Subject to and in accordance with the terms and conditions of the Agreement and in reliance upon the representations, warranties and covenants of the Recipient hereinafter set forth, FCM agrees to contribute towards the Eligible Costs the maximum amount in Canadian Dollars (the "**Grant**

Amount"), set forth in Schedule C of the Agreement. In the event that, if the aggregate amount of funding received or to be received from all sources of funding, other than the Recipient, as set forth in Schedule C of the Agreement or as updated in the Project Workbook (all as determined and calculated by FCM) is greater than the total costs incurred by the Recipient in respect of the Project, as evidenced by the delivery of documentation establishing Eligible Costs, then FCM may reduce the Grant Amount to such amount as it deems appropriate, in its sole and absolute discretion.

- 2.3 <u>Grant Expiration Date</u> In the event that the Recipient fails to meet the conditions of Contribution set forth in the Request for Contribution and fails to obtain the Final Contribution before the end of the Term, then FCM may, at its sole and absolute discretion terminate any further requirement to make the Contribution(s), set forth in Schedule C.
- 2.4 <u>Grant Disbursement</u> FCM will disburse the Contribution within 30 days of confirming that the Recipient has met all of FCM's conditions, to FCM's satisfaction.
- 2.5 Advanced Contribution FCM will inform the Recipient, before signature of the Agreement, whether it is eligible for an Advanced Contribution, all as determined in FCM's sole and absolute discretion. In the event that the Recipient is eligible for an Advanced Contribution, FCM will disburse the Contribution within 30 days of receiving from the Recipient, a signed Agreement and a completed copy of FCM's Electronic Funds Transfer form, identifying the bank account where FCM should disburse the Advanced Contribution. The representations and warranties confirmed or made in the Agreement with respect to the Recipient will be true on and as of the date that FCM makes the Advanced Contribution, with the same effect as though such representations and warranties have been made on and as of the date that FCM makes the Advanced Contribution. If any confirmation, information or documentation provided to FCM is not true and correct, or if any act or event does or may materially and adversely affect the Project or the ability of the Recipient to perform its obligations under the Agreement or the Project or any of its other obligations that are material to the Recipient has occurred, the Recipient will immediately notify FCM prior to the making of the Advanced Contribution.

3. OBLIGATIONS OF THE RECIPIENT

Unless FCM shall otherwise agree in writing, the Recipient covenants and agrees that it: (i) shall use the Grant solely for expenditures that are Eligible Costs; (ii) shall carry out the Project and conduct the activities thereof in compliance with all applicable laws, regulations, order, rules, ordinances, permits, licenses, and without restricting the generality of the foregoing, in compliance with all labour, environmental, health and safety and human rights legislation applicable to the Project; (iii) shall carry out the Project with due diligence and efficiency and in accordance with sound engineering, scientific, financial and business practices; (iv) shall maintain industry standard insurance coverage which shall include general liability insurance; (v) shall not make any Material Change to the Project or in the nature or scope of its legal status; and (vi) shall not sell, assign, transfer, lease, exchange or otherwise dispose of, or contract to sell, assign, transfer, lease, exchange or otherwise dispose of, any of the real or personal property, whether movable or immovable, acquired, purchased, constructed, rehabilitated or improved, in whole or in part with the Grant, except if previously approved by FCM as described in Schedule C.

4. ELIGIBLE COSTS

Expenses that are eligible for partial reimbursement by FCM must be: (i) invoiced directly to the Recipient; (ii) incurred after the date set forth in Schedule C; (iii) an integral and an essential component of the Project and required to help achieve the environmental objective of the Project; and (iv) actually and reasonably incurred in accordance with applicable industry standards.

5. RECORD-KEEPING and AUDIT

- 5.1 Record-keeping The Recipient shall: (i) maintain its accounts, management information and cost control system and books of accounts adequately to reflect truly and fairly the financial condition of the Project and to conform to GAAP; and (ii) safekeep all such records for at least seven (7) years after the end of the Term.
- 5.2 <u>Audit</u> The Recipient shall: (i) upon FCM's request with reasonable prior notice thereto, permit representatives of FCM, during its normal office hours, to have access to its books of accounts and

records relating to the Project and permit FCM to communicate directly with, including the receipt of information from, its external auditors regarding its accounts and operations relating to the Project; (ii) permit FCM to undertake, at any time, at its expense, any audit of the records and accounts of the Recipient in relation to the Project. The Recipient agrees to ensure that prompt and timely corrective action is taken in response to any audit findings and recommendations conducted in accordance with the Agreement. The Recipient will submit to FCM in a timely manner, a report on follow-up actions taken to address recommendations and results of the audit; and (iii) permit the Government of Canada, the Auditor General of Canada, and their designated representatives, to the extent permitted by law, to inspect the terms and conditions of the Agreement and any records and accounts respecting the Project and to have reasonable and timely access to sites, facilities and any documentation relevant for the purpose of audit.

6. ONGOING INFORMATION REQUIREMENTS

The Recipient shall provide to FCM the following information, in form and content satisfactory to FCM: (i) a Project Progress Report in the form of Schedule E within thirty (30) days of FCM making such requests; ii) prompt notice of any proposed change in the nature or scope of its legal status; (iii) prompt notice of any act or event which does or may materially and adversely affect the Project or may materially and adversely affect the ability of the Recipient to perform its obligations under the Agreement or the Project or any of the Recipient's other obligations that are material to the Recipient; (iv) prompt notice of any litigation or administrative proceedings, together with copies of any written legal documents as FCM may request, excluding legal documents subject to solicitor client privilege, before any court or arbitral body or other authority which might materially and adversely affect the Project or the ability of the Recipient to perform its obligations under the Agreement or in respect of the Project or any of the Recipient's other obligations that are material to the Recipient; (v) immediate notice of the occurrence of any breach of any term or condition of the Agreement and specifying the nature of such breach, and the steps, if any, that it is taking to remedy the same; and (vi) such other information as FCM may from time to time reasonably request from the Recipient by notice to the Recipient.

7. COPYRIGHT

- 7.1 <u>Copyright</u> Copyright in all reports, documents and deliverables prepared in connection with the Agreement and set out in Schedule C, by or on behalf of the Recipient (the "**Recipient Documentation**") will be the exclusive property of, and all ownership rights shall vest in either the Recipient or, subject to the Recipient's ability to grant the license set out in this Article 7.2, a person or entity engaged to develop the Recipient Documentation on behalf of the Recipient. In the event that the Recipient receives a copyright license to the Recipient Documentation, such license shall include a complete waiver in favour of the Recipient of all non-assignable rights (including moral rights) that may exist in the Recipient Documentation.
- 7.2 <u>License</u> The Recipient hereby grants to FCM an irrevocable, perpetual, non-exclusive, worldwide, royalty-free, license, to use, reproduce, distribute, adapt, change formats, display, publish, make improvements to, sub-license, translate and copy in any manner the Recipient Documentation. This license shall survive the expiration or termination of the Agreement.
- 7.3 Interview FCM shall hold all right, title and interest, including all intellectual property rights, in and to all formats of the Interview, including but not limited to written, audio recorded or video recorded formats, and to have sole and exclusive rights to the use thereof. Prior to the Interview, the Recipient shall ensure that any person designated by the Recipient to participate in the Interview will execute and deliver to FCM a written agreement which effects the assignment to FCM of all right, title and interest therein, including all intellectual property rights, and provides that such person has waived all its non-assignable rights (including moral rights) therein and grants to FCM the right to use the individual's image, including but not limited to posting the Interview on a public website.

8. PUBLIC RECOGNITION, COMMUNICATION, CONFIDENTIALITY

- 8.1 <u>Public Recognition</u> The Recipient shall incorporate the following language into the Project Completion Report and the Final Deliverable:
 - "© 20XX, The Corporation of the City of Pembroke. All Rights Reserved.

This project was carried out with assistance from the Green Municipal Fund, a Fund financed by the Government of Canada and administered by the Federation of Canadian Municipalities. Notwithstanding this support, the views expressed are the personal views of the authors, and the Federation of Canadian Municipalities and the Government of Canada accept no responsibility for them."

- 8.2 <u>Communication</u> The Recipient shall comply with FCM's bilingual communication requirements until the date that is five (5) years following the Final Contribution and shall: (i) cooperate with FCM, who will lead the preparation and issuance of a news release announcing GMF funding for the Project and/or the coordination of a public announcement attended by FCM and the Government of Canada; (ii) promptly inform FCM of upcoming promotional events related to the Project and allow FCM and the Government of Canada to participate in such promotional events; (iii) cooperate with FCM in providing information on the Project to other interested persons to permit the sharing of knowledge and lessons learned about the Project; and (iv) cooperate with FCM in preparing one or more educational interviews, if required by FCM, showcasing the Project, that may be posted on FCM's public website or through other social media tools and made available through other mediums and in various formats (the "Interview").
- 8.3 <u>Confidentiality</u> All processes, documents, data, plans, material, policies or information pertaining to either Party's operations which is obtained by the other Party ("**Receiving Party**") or furnished to the Receiving Party in connection with the Agreement and expressly identified as confidential thereby, including, without limitation, the terms of the Agreement, ("**Confidential Information**") shall be maintained by the Receiving Party in strict confidence and shall not be disclosed to any person or entity for any reason or used by the Receiving Party except as necessary for it to perform its obligations hereunder. The limitations contained in this section shall not apply to (a) Confidential Information which is in the public domain at the time of disclosure; (b) Confidential Information that becomes part of the public domain after disclosure through no fault of the Receiving Party; (c) Confidential Information that the Receiving Party can prove was known by the Receiving Party at the time of disclosure; (d) Confidential Information that the Receiving Party can prove was supplied to the Receiving Party by a third party or was independently developed by the Receiving Party; or (e) Confidential Information required to be disclosed pursuant to judicial process.
- 8.4 Two versions of confidential reports The Recipient shall provide two versions of any Project Progress Report, Project Completion Report or Final Deliverable that might contain Confidential Information. The version containing Confidential Information shall be clearly labeled as confidential and will be treated as confidential by FCM. The version that does not contain Confidential Information may be posted on FCM's public website and/or made available through other social media websites or tools and otherwise made available to interested third parties.

9. REPRESENTATIONS AND WARRANTIES

The Recipient represents and warrants that: (i) it is duly established under the laws of the Province or Territory set forth in Schedule C of the Agreement and has the legal power and authority to enter into, and perform its obligations under, the Agreement and the Project; (ii) the Agreement has been duly authorized and executed by it and constitutes a valid and binding obligation of it, enforceable against it in accordance with its terms; (iii) neither the making of the Agreement nor the compliance with its terms and the terms of the Project will conflict with or result in the breach of any of the terms, conditions or provisions of, or constitute a default under any indenture, debenture, agreement or other instrument or arrangement to which the Recipient is a party or by which it is bound, or violate any of the terms or provisions of the Recipient's constating documents or any license, approval, consent, judgment, decree or order or any statute, rule or regulation applicable to the Recipient; (iv) it is not subject to any restructuring order under any applicable statutory authority; (v) no litigation, arbitration or administrative proceedings are current or pending or have been threatened, and so far as the Recipient is aware no claim has been made, which is likely to have an adverse effect on its preparation of the Project or its compliance with its obligations under the Agreement; and (vi) the Recipient has the right to grant the copyright license set out in Article 7 of this Schedule A.

10. TERMINATION OF THE AGREEMENT

(a) FCM may terminate this Agreement: (i) if the Recipient breaches any term or condition of this Agreement, and fails to remedy such breach upon the expiry of 15 Business Days' written notice from FCM of such breach or, with respect to a breach that cannot be remedied within the 15 Business Day period, such longer period of time as FCM may reasonably provide the Recipient to remedy the breach, provided the Recipient has commenced to remedy the breach within the 15 Business Day period and is actively and diligently taking appropriate measures to remedy the breach; (ii) if, in FCM's sole discretion, the Project cannot be completed as initially presented; (iii) if the Recipient fails to meet the conditions of Contribution set forth in the Request for Contribution and fails to obtain the Final Contribution before the end of the Term; (iv) if control and charge over the administration of all the affairs of the Recipient are vested in any person other than the Recipient; (v) if the Recipient becomes insolvent and/or proceedings have been commenced under any legislation or otherwise for its dissolution, liquidation or winding-up, or bankruptcy, insolvency or creditors' arrangement proceedings have been commenced by or against the Recipient; and (vi) if the Parliament of Canada fails to pass an appropriation that is sufficient and constitutes lawful authority for the Government of Canada making the necessary payment to FCM for the project or program in relation to which the Grant is being provided.

(b) Either Party may, on not less than 30 days' prior written notice to the other Party, terminate this Agreement.

11. EFFECT OF TERMINATION

- (a) If this Agreement is terminated pursuant to Article 10, the Recipient may be: (i) reimbursed for all or a portion of the Eligible Costs they have incurred in relation to the Project up to the effective date of termination; and (ii) required to pay back to FCM all or a portion of the Grant Amount that was disbursed by FCM to the Recipient prior to the effective date of termination.
- (b) The rights contained in Sections 11(a) are subject to FCM's sole discretion and satisfaction, taking into consideration the Recipient's out-of-pocket Eligible Costs incurred and results reported by the Recipient in connection with the Project. In addition, FCM may take such action or proceedings in compliance with applicable laws or regulations as FCM in its sole discretion deems expedient to collect the amounts owing to FCM hereunder, all without any additional notice, presentment, demand, protest or other formality, all of which are hereby expressly waived by the Recipient.

12. SAVING OF RIGHTS

No course of dealing and no delay in exercising, or omission to exercise, any right, power or remedy accruing to FCM upon any default under the Agreement shall impair any such right, power or remedy or be construed to be a waiver thereof or any acquiescence therein; nor shall the action of FCM in respect of any such default, or any acquiescence by it therein, affect or impair any right, power or remedy of FCM in respect of any other default.

13. APPROPRIATIONS

Notwithstanding FCM's obligation to make any payment under the Agreement, this obligation does not arise if, at the time when a payment under the Agreement becomes due, the Parliament of Canada has not passed an appropriation that is sufficient and constitutes lawful authority for the Government of Canada making the necessary payment to FCM for the project or program in relation to which the Grant is being provided. FCM may reduce, delay or terminate any payment under the Agreement in response to the reduction or delay of appropriations or departmental funding levels in respect of transfer payments, the project or program in relation to which the Grant is being provided, or otherwise, as evidenced by any appropriation act or the federal Crown's main or supplementary estimates expenditures. FCM will not be liable for any direct, indirect, consequential, exemplary or punitive damages, regardless of the form of action, whether in contract, tort or otherwise, arising from any such reduction, delay or termination of funding.

14. NO BRIBES

The Recipient guarantees that no bribe, gift or other inducement has been paid, given, promised or offered to any person in order to obtain the Agreement. Similarly, no person has been employed to solicit or secure the Agreement upon any agreement for a commission, percentage, brokerage or contingent fee. The Recipient also guarantees that it has no financial interest in the business of any third party that would affect its objectivity in carrying out the Project.

15. RELEASE AND INDEMNIFICATION

- Acknowledgment The Recipient acknowledges and agrees that (i) the Recipient shall be solely and fully responsible for the Project or any element thereof; (ii) by accepting or approving anything required to be accepted or approved pursuant to this Agreement or the Project, FCM shall not be deemed to have warranted or represented the accuracy, sufficiency, legality, effectiveness or legal effect of the same, or of any term, provision or condition thereof, and such acceptance or approval thereof shall not constitute a warranty or representation to anyone with respect thereto by FCM; and (ii) FCM shall not be responsible in any way whatsoever for the Project or any element thereof.
- 15.2 <u>Release</u> the Recipient releases and forever discharges FCM and its directors, officers, agents, servants and employees from any claims, demands, proceedings, losses, damages, liabilities, deficiencies, costs and expenses arising out of or in consequence of any loss, injury or damage to the Recipient or its property in any way relating to this Agreement and/or the Project.
- 15.3 <u>Indemnification</u> The Recipient hereby agrees to indemnify and hold harmless FCM and its officers, directors, employees and agents from and against any and all liability, loss, costs, damages and expenses (including legal, expert and consultant fees), causes of action, actions, claims, demands, lawsuits or other proceedings (collectively, a "Claim"), by whomever made, sustained, incurred, brought or prosecuted, in any way arising out of or in connection with the Project or otherwise in connection with the Agreement, but only to the extent that such Claim arises out of or is in connection with the Recipient's breach of this Agreement or is caused by the negligence or wilful misconduct of the Recipient in the performance of its obligations hereunder or otherwise in connection with the Project.
- 15.4 Intellectual Property Indemnity Recipient shall defend or settle at its expense any claim or suit against FCM arising out of or in connection with an assertion that the Recipient Documentation infringes any intellectual property right and the Recipient shall indemnify and hold harmless FCM from damages, costs, and attorneys' fees, if any, finally awarded in such suit or the amount of the settlement thereof; provided that (i) Recipient is promptly notified in writing of such claim or suit, and (ii) Recipient shall have the sole control of the defense and/or settlement thereof.
- 15.5 FCM's Limited Liability In no event shall FCM, including its directors, officers, employees and agents, be liable under the Agreement for any indirect, special, incidental, consequential or punitive damages of any kind, however caused, including, but not limited to, loss of profits or revenue, loss of data, work interruption, increased cost of work, or any claims or demands against the Recipient by any other entity, whether such remedy is sought in contract, tort (including negligence), strict liability or otherwise and whether or not FCM, including its directors', officers', employees' and agents' liability for direct damages for any reason and upon any cause of action, whether in tort (including negligence), contract, or any other legal theory, exceed the Grant Amount that was disbursed under the Agreement. The Agreement shall not create for nor give to any third party any claim or right of action against FCM.
- 15.6 <u>Further Assurances</u> The Recipient shall promptly execute and deliver, upon request by FCM, all such other and further documents, agreements, opinions, certificates and instruments as may be reasonably required by FCM to more fully state the obligations of either party to the Agreement or to make any recording, file any notice or obtain any consent.

16. GENERAL

16.1 <u>Notices and Requests</u> – Any notice, document or other communication required to be given under the Agreement shall be in writing and shall be sufficiently given if sent by personal delivery/courier, registered mail or email to the other Party at its address indicated in Schedule C. The notice shall be deemed to

have been delivered on the day of personal delivery, on the day received by email (as evidenced by a transmission confirmation), or on the fifth day following mailing.

- 16.2 <u>Relationship of the Parties</u> The relationship between the Recipient and FCM is, and shall at all times be and remain, essentially that of a recipient and a grantor, and the Agreement does not and shall not be deemed to create a joint venture, partnership, and fiduciary or agency relationship between the Parties for any purpose. Neither the Recipient, nor any of its personnel are engaged as an employee, servant or agent of FCM.
- 16.3 <u>Amendment</u> Any amendment of any provision of the Agreement, including the Schedules, must be in writing and signed by both Parties.
- 16.4 <u>Choice of Language</u> It is the express wish of the Parties that the Agreement and any related documents be drawn up and executed in English. Les Parties reconnaissent avoir exigé que la présente convention et tous les documents connexes soient rédigés en anglais.
- 16.5 <u>Governing Law</u> -The Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.
- 16.6 <u>Choice of Forum</u> The Parties hereto agree and intend that the proper and exclusive forum for any litigation of any disputes or controversies arising out of or related to the Agreement shall be a court of competent jurisdiction located in the Province of Ontario, City of Ottawa.
- 16.7 <u>Effectiveness</u> The Agreement shall be in force until such time as FCM has disbursed the Final Contribution or until the Agreement has been terminated in accordance with Article 10, whichever shall first occur.
- 16.8 Successors and Assigns The Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns, except that the Recipient may not assign or otherwise transfer all or any part of its rights or obligations under the Agreement without the prior written consent of FCM.
- 16.9 <u>Severability</u> If any provision or clause of the Agreement is found by a court of competent jurisdiction to be invalid, void, null, illegal or unenforceable, that determination shall not affect the enforceability of the remaining provisions to the extent they can be given effect without the illegal or invalid provision. The Parties further agree to negotiate the severed provision to bring the same within the applicable legal requirements to the extent possible.
- 16.10 <u>Waiver of Rights</u> Except as expressly provided in the Agreement, any waiver of, or consent to depart from, the requirements of any provision of the Agreement shall be effective only if it is in writing and signed by the Party giving it, and only in the specific instance and for the specific purpose for which it has been given. No failure on the part of a Party to exercise, and no delay in exercising, any right under the Agreement shall operate as a waiver of such right. No single or partial exercise of any such right shall preclude any other or further exercise of such right or the exercise of any other right.
- 16.11 <u>Entire Agreement</u> The Agreement constitutes the entire agreement between the Parties pertaining to the subject matter hereof and supersedes all prior correspondence, agreements, negotiations, discussions and understandings, if any, written or oral.
- 16.12 <u>Headings</u> Headings are included in the Agreement for convenience of reference only and are not intended to be full or accurate descriptions of the contents thereof.
- 16.13 <u>Gender and Number</u> All references in the Agreement to the masculine gender include the feminine gender; and all references to the singular include the plural and vice versa.

- 16.14 <u>Counterparts</u> The Agreement may be executed and delivered (including by email transmission or by protocol document format ("PDF")) in one or more counterparts and, each of which when executed shall be deemed an original, but both of which together shall constitute one and the same agreement.
- 16.15 <u>Survival</u> The provisions pertaining to Article 5, Article 7, Article 8, Article 15 and this Article 16, and any other provisions hereof expressly or impliedly intended to survive termination or expiry, will survive the termination of the Agreement.

SCHEDULE B - ELIGIBLE AND INELIGIBLE COSTS TABLE

Expenses that are eligible for partial reimbursement or for an Advanced Contribution must be:

- incurred after the date the application is received by FCM (costs to write the application incurred up to 90 days prior to receipt of the application by FCM).
- invoiced directly to your organization.
- an integral and an essential component of the initiative required to achieve the environmental objective.
- actually and reasonably incurred in accordance with applicable industry standards.
- Labour costs must be documented in a manner that meets audit standards for verification of eligibility of cost and level of effort.

FCM reserves the right to audit financial statements or expenses incurred at a future date. Please keep financial accounts and records, including but not limited to contracts, invoices, statements, receipts, timesheets, and vouchers, for at least seven years. Financial records must be sufficiently detailed to enable verification of expenditure eligibility and level of effort.

Cost Category	Eligible Costs	Ineligible Costs			
Section A: Costs incurred prior to date application received by FCM					
(1) Pre-application	Costs to write the GMF application incurred up	All other costs incurred prior to			
	to 90 days prior to application receipt date	application receipt date			
	Section B: Costs incurred after date application				
(2) Administrative	Administrative costs that are directly linked to and have been incurred for the Project, such as: communication costs (e.g. long-distance calls) permits or certifications required for the Project printing or photocopying by outside suppliers acquisition of documents used exclusively for the project document translation	Office space, supplies and general overhead costs incurred in the ordinary course of business.			
(3) Advertising	Advertising costs essential to communicating the project to the public, as well as Project evaluation such as: fees for advertising development fees for media distribution website development public surveys	Advertising costs for general education or publicity that is a result of ongoing or other business activity and not a specific requirement of the Project Promotional items			
(4) Capital (Pilot Projects Only)	Rental or purchase of equipment or assets which are essential for conducting the small-scale activity. This would include specialized system hardware and software, construction costs, materials, renovation and modernization costs, and installations costs	Any major capital costs Purchase or lease of real property			
(5) Equipment rental	Rental of tools and equipment.	Rental of tools or equipment related to ongoing or other business activities.			
(6) In-kind	N/A	Any goods and services that are received through donation or in-kind.			
(7) Meetings and public gatherings	Costs related to meetings and public gatherings that communicate the project to the public and that collect feedback, such as: • facility rental • audiovisual equipment rental	Any hospitality expenses such as: food, drink an alcohol door prizes entertainment decorations, flowers, centrepieces			

(8) Services	Fees for professional or technical consultants	Costs for engineering studies, audit
(b) dervices	and contractors.	studies or feasibility studies for which grants or contributions are provided by or committed to be provided by the Government of Canada.
(9) Staff remuneration	Daily rates actually paid by the Eligible Recipient to its employees (including permanent and contract employees) in Canada for time actually worked on the implementation of the Project. The daily rate per employee shall include the following costs: • direct salaries: actual and justifiable sums paid by the Eligible Recipient to employees in accordance with the Eligible Recipient's pay scales as regular salary excluding overtime pay and bonuses. • fringe benefit: in accordance with the Eligible Recipient's policies, as follows: a) time-off benefits (prorated to the annual percentage (%) of time actually worked on the implementation of the Project): allowable number of days to be paid by the Eligible Recipient for the following payable absences: statutory holidays, annual vacation, and b) paid benefits: actual sums paid by the Eligible Recipient for paid benefits (prorated to the annual percentage (%) of time actually worked on the implementation of the Project): the Eligible Recipient's contribution to employment insurance and workers' compensation plans (where applicable), health and medical insurance, group life insurance, or other mandatory government benefits N.B. For private sector entities only, as determined by FCM, the value of the total staff remuneration cannot exceed 10% of the Project's Eligible Costs.	 In-kind contribution of services Overtime pay Bonuses/performance pay Fringe benefits such as: sick days, pension plan, maternity leave, parental leave, any other fringe benefits not listed as eligible Costs related to ongoing or other regular business activities and not specifically required for the Project. Staff wages while receiving training or attending learning events. Professional membership fees or dues. Staff remuneration for which a grant or contribution are provided by or committed to be provided by the FCM. This includes funding provided or committed through Climate Change Staff Grants from FCM's Municipalities for Climate Innovation Program.
(10) Supplies and materials	Supplies and materials that are specifically needed to undertake the project.	Costs related to ongoing or other business activities, and not a specific requirement of the Project.
(11) Transportation, shipping and courier charges	Transportation costs for delivery of materials and services essential for the Project.	Any transportation expense related to ongoing or other business activities.
(12) Travel and accommodation	Travel and project associated expenses for you and consultants to the extent that the travel and accommodation rates comply with Treasury Board of Canada guidelines.	 Travel and associated expenses of a partner in the Project. Travel, accommodation and fees to attend conferences, missions, trade shows, etc.
(13) Taxes	The portion of taxes for which your organization is not otherwise eligible for rebate.	The portion of taxes for which your organization is eligible for rebate (provincial, territorial or federal).

SCHEDULE C - RECIPIENT'S SPECIFIC TERMS AND CONDITIONS

1. PROJECT

The Recipient is receiving the Grant Amount to perform the following project:

The City of Pembroke will develop and deliver an affordable, on-demand electric vehicle service pilot aimed at improving mobility and accessibility within its 14.35 square kilometer area. The service will operate two electric passenger vans to reduce greenhouse gas emissions while promoting equity by offering accessible transportation for seniors and low-income residents.

The service will utilize a virtual stop model where users can request rides using a mobile app or call-in service. The software will allow users to conveniently hail a ride and determine the most efficient pickup points based on real-time demand, minimizing wait times and operational costs. The service will provide access to essential community spaces such as the Pembroke Public library, Area Community Center/Arena, and Pembroke Memorial Centre, among other key locations.

The project is designed to reduce greenhouse gas emissions by diverting ridership to electric vehicles, contributing to the City's environmental goals. To ensure effectiveness, key measurements will include GHG reductions, fuel consumption savings, user satisfaction, ridership data, and net cost per ride. This data will help the project team make informed decisions about the future of the service. The pilot will include a life cycle cost analysis, with an external consulting firm providing project management services and necessary transit expertise. The city will select a turn-key service provider to provide a full transit service for a fixed hourly rate per vehicle.

<u>Innovative aspect(s)</u>: Using technology as a ride-hailing service, allowing riders to quickly request ondemand transportation using a mobile app or phone call is innovative within the context of a small municipality.

<u>Replicability:</u> Pembroke will share project successes and lessons learned with neighbouring municipalities that face similar challenges.

Environmental benefits:

- This initiative is projected to eliminate approximately 208 single-occupancy vehicle trips daily, roughly translating to about 266,000 kilometers less annually.
- Reduce CO₂ emissions by about 63,145kg annually.
- Estimating 6.0 trips per capita and decreasing emissions by approximately 173kg/day.

Economic benefits:

- Increase in local spending and local employment because of easier access to transportation.
- Foster economic growth by providing residents with transit access to essential services, like job sites.

Social benefits:

- Sense of community and social participation to citizens, like seniors, with increased risk of isolation and loneliness.
- Reducing congestion and parking limitations/requirements should encourage development of vacant lots and spaces in the downtown area.

This application was assessed against the following eligibility criteria: The project demonstrates the potential to reduce vehicle kilometers travelled for a target population by encouraging alternative modes of travel.

2. PROJECT COSTS

The forecasted Eligible Costs that the Recipient included in its GMF funding application:

WOR	C PLAN AND BUDGET			
Milestones	Cost Category	Eligible Cost (\$)	Ineligible Cost (\$)	Total Cost (\$)
Milestone 1: Transit Service Procurement	Start date:	08/2024	End date:	01/2025
Develop On-Demand Turnkey Transit Service RFP for Issue	(8) Services		\$25,053	\$25,053
	(9) Staff remuneration		\$1,514	\$1,514
	(14) Taxes		\$459	\$459
Tender RFP	(12)Travel and accommodation		\$1,000	\$1,000
	(8) Services		\$16,310	\$16,310
	(9) Staff remuneration		\$757	\$757
	(13) Taxes		\$287	\$287
			e 1 Subtotal	\$45,380
Milestone 2: Transit Service Development	Start date:	01/2025	End date:	07/2025
Project Management	(8) Services	\$6,605		\$6,605
	(9) Staff remuneration	\$3,785		\$3,785
	(12) Travel and accommodation	\$1,000		\$1,000
	(13) Taxes	\$134		\$134
Finalize Transit Service Parameters	(8) Services	\$4,028		\$4,028
	(9) Staff remuneration	\$1,514		\$1,514
	(13) Taxes	\$71		\$71
Develop and Approve Fare Policy	(8) Services	\$10,688		\$10,688
	(9) Staff remuneration	\$757		\$757
	(13) Taxes	\$188		\$188
Develop and Approve Cancellation Policy	(8) Services	\$4,995		\$4,995
	(9) Staff remuneration	\$757		\$757
D T '(D	(13) Taxes	\$88		\$88
Develop Transit Partnerships (Sponsorships, U-Pass, Chits, Stop Locations, etc.)	(8) Services	\$13,390		\$13,390
	(9) Staff remuneration	\$2,271		\$2,271
	(13) Taxes	\$236		\$236
Develop Communication Plan and Supporting Materials	(8) Services	\$7,600		\$7,600
	(9) Staff remuneration	\$1,514		\$1,514
	(10) Supplies and materials	\$1,250		\$1,250
	(13) Taxes	\$156		\$156
Develop and Solicit Transit Advertising	(8) Services	\$3,225		\$3,225
	(13) Taxes	\$57		\$57
On-Demand Turnkey Transit Service Provider One-Time Startup Costs per RFI Feedback for Technology Localization, WAV Retrofits and Vehicle Wraps and EV Fleet Considerations	(9) Staff remuneration	\$3,785		\$3,785
	(8) Services	\$150,000		\$150,000
	(13) Taxes	\$2,640		\$2,640
		Mileston	e 2 Subtotal	\$220,734



Milestone 3: Transit Launch and Delivery of On-Demand Pilot Services to Residents	Start date:	04/2025	End date:	03/2027
Project Management	(8) Services	\$10,190		\$10,190
	(9) Staff remuneration	\$6,813		\$6,813
	(13) Taxes	\$197		\$197
	(12) Travel and	\$1,000		\$1,000
	accommodation	, ,		,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
Advertise Launch, Conduct Open Houses,	(11) Transportation, shipping, and courier	\$4,900		\$4,900
Promote Services	charges	φ4,900		φ4,900
Tromote dervices	(3) Advertising	\$30,000		\$30,000
	(10) Supplies and			
	materials	\$1,875		\$1,875
	(13) Taxes	\$561		\$561
	(9) Staff remuneration	\$1,136		\$1,136
Monthly Status Reports to Council	(8) Services	\$18,770		\$18,770
	(13) Taxes	\$330		\$330
Satisfaction Survey	(8) Services	\$7,013		\$7,013
	(3) Advertising	\$3,500		\$3,500
	(9) Staff remuneration	\$757		\$757
PILOT ON DEMAND TRANSIT FOR TWO YEARS	(13) Taxes	\$185		\$185
2025 Operate On-Demand Transit Service: Turnkey service provider to provide an hourly rate for service and fully support service (software, drivers, vehicles, vehicle maintenance, front line customer service, back-office accounting), soft launch July-August 2025, full launch September 2025. Assumes 771 hours of service for two vehicles per month	(8) Services	\$559,173		\$559,173
2025 City Staff Support and Administration after launch	(9) Staff remuneration	\$6,815		\$6,815
2025 Insurance for service	(2) Administrative	\$5,000		\$5,000
2025 unrecoverable sales taxes	(13) Taxes	\$9,929		\$9,929
	(12)	+0,0=0		+=,===
2026 On-Demand Turnkey Transit service to September 2026. Assumes 771 hours of service for two vehicles per month	(8) Services	\$754,572		\$754,572
2026 On-Demand Turnkey service, after City leases two electric vehicles. Assumes 771 hours of service for two vehicles per month	(8) Services	\$335,279		\$335,279
2026 City lease of two electric vehicles for service	(5) Equipment rental	\$40,000		\$40,000
2026 City electrical costs for fast charging	(10) Supplies and materials	\$16,000		\$16,000
2026 City Staff Support and administration, assume transition to part-time support once project management services complete	(9) Staff remuneration	\$46,175		\$46,175
2026 Insurance for service	(2) Administrative	\$10,500		\$10,500
2026 Advertising for service	(3) Advertising	\$25,000		\$25,000
2026 Advertising for service 2026 Admin supplies/printing/postage for service	(2) Administrative	\$2,500		\$2,500
	` '			
2026 unrecoverable sales taxes	(13) Taxes	\$20,836		\$20,836

2027 Operate On-Demand Turnkey service, after				
City leases two electric vehicles. Assumes 771	(8) Services	\$678,271		\$678,271
hours of service for two vehicles per month	(-)	, , ,		, ,
2027 City lease of two electric vehicles for service	(5) Equipment rental	\$82,400		\$82,400
2027 City electrical costs for fast charging	(10) Supplies and materials	\$32,000		\$32,000
2027 City Staff Support and Administration	(9) Staff remuneration	\$40,170		\$40,170
2027 Insurance for service	(2) Administrative	\$7,350		\$7,350
2027 Advertising for service	(3) Advertising	\$17,167		\$17,167
2027 Admin supplies/printing/postage for service	(2) Administrative	\$1,667		\$1,667
2027 unrecoverable sales taxes	(13) Taxes	\$14,412		\$14,412
		Mileston	e 3 Subtotal	\$2,792,442
Milestone 4: Evaluate Pilot Project Success	Start date:	01/2027	End date:	12/2027
Final Project Review, including calculation of GHG				
savings	(8) Services	\$10,000		\$10,000
	(8) Services (13) Taxes	\$10,000 \$176		\$10,000 \$176
savings	` '	·		
savings	` '	·		
savings	` '	·		
savings	` '	·		
savings	` '	\$176		
savings	` '	\$176	ne 4 Subtotal	

Total Eligible Costs \$3,023,300

Contingency costs: Have you included room for contingencies in some or all of your task costs? Please explain.

As the turnkey on-demand transit service has not been tendered, a 10% contingency has been added to this service budget. As a formal site plan has not been developed a \$20,000 contingency has been added to this capital budget for additional site work.

Other Notes:

While the City will procure an on-demand turnkey transit service for an initial three-year period, this grant application is limited to the first two years of operation assuming that the third year will be a transition year to a permanent service. This budget assumes that the transit service will shift from two gas-powered transit vehicles to two electric transit vehicles (passenger vans or mini-buses) both operating continuously over the hours of service as per the City's feasibility study. The transition to electric vehicles is dependent upon the installation of fast chargers to facilitate in-day charging requirements. Actual service demands may require supplementary vehicles to address peak demand which may not necessarily be electric during the course of the pilot project as the service develops and matures. For example, there may be opportunities to partner with the Handi-Bus to utilize their existing gas-powered fleet to help meet this peak demand.

FCM will only reimburse costs incurred after August 6, 2024, except for costs incurred to write the application, which are eligible for reimbursement if incurred after May 8, 2024.

3. PROJECT SOURCES OF FUNDING

The funding for the Project is planned as:

Funding Source Description Date Confirmed Amount	Percentage of Total Budget
--	-------------------------------

Green Municipal Fund	Grant	2025-03-27	\$500,000	16%
The Corporation of the City of Pembroke	Cash	2024-09-17	\$2,244,656	73%
Fare Revenues	Cash	N/A	\$236,840	8%
Advertising Revenues	Cash	N/A	\$20,000	1%
Incremental Provincial Transit Go Tax Funding (formula-based, unconfirmed, amount differs every year). The city will cover any difference from this estimate vs actual	Grant	N/A	\$67,104	2%
		TOTAL	\$3,068,600	100%

4. GRANT AMOUNT

The Grant Amount, described in Article 2 of Schedule A, shall be equal to the lower of:

- (i) the sum of five hundred thousand dollars (\$500,000); or
- (ii) fifty percent (50%) of Eligible Costs.

5. GRANT DISBURSEMENTS

The obligation of FCM to disburse the Grant to the Recipient, is subject to the Recipient fulfilling the applicable conditions of Contribution set forth below, to the satisfaction of FCM, in its sole and absolute discretion.

<u>Payment and reporting table:</u> The forecasted Contribution(s) amounts (\$), reporting requirements and reporting dates as agreed upon by the Parties prior to Agreement signature.

Contribution(s) and Deliverable(s)	Approximate Date of Submission	Approximate Date of Contribution	The Contribution shall be equal to:
Schedule E – Project Progress Report Evidence that Milestones were completed to date Updated Project Workbook	n/a	n/a	n/a
 Final Contribution Schedule D – Request for Contribution Schedule F – Project Completion Report Evidence that Milestones 1 to 4 were completed: Transit Service Procurement, Transit Service Development, Transit Launch and Delivery of On-Demand Pilot Services to Residents Updated Project Workbook	15/Jan/28	15/Feb/28	 \$500,000 less the amount of any previous contributions or 50% of Eligible Costs then incurred by the Recipient

6. JURISDICTION

The jurisdiction applicable to Section 9 of Schedule A of the Agreement is the Province of Ontario.

7. CRA BUSINESS NUMBER

The Recipient's CRA Business number is 12193 6140 RT00001.

8. NOTICES



To the Recipient:

The Corporation of the City of Pembroke 1 Pembroke St E Pembroke, Ontario K8A 3J5

Attention: Angela Lochtie

Treasurer/Deputy Clerk

telephone: 613-735-6821

• by electronic mail: alochtie@pembroke.ca

Alternate Contact:

Attention: Marsha Hawthorne

Deputy Treasurer

telephone: 613-735-6821

by electronic mail: mlhawthorne@pembroke.ca

To FCM:

Federation of Canadian Municipalities 24 Clarence Street Ottawa, Ontario K1N 5P3

Attention: GMF Legal Services

• By Electronic mail:

fundinglegalservices@fcm.ca

General contact: Green Municipal Fund

• By electronic mail: gmfinfo@fcm.ca



SCHEDULE D - REQUEST FOR CONTRIBUTION TEMPLATE

[LETTERHEAD OF THE RECIPIENT]



Federation of Canadian Municipalities 24 Clarence Street Ottawa, Ontario K1N 5P3

Attention: [First Name and Last Name]

Project Officer for GMF

I am an authorized official of the Recipient and understand that all the information below must be submitted and accepted by FCM, in order to receive the Contribution. I hereby certify, in satisfaction of the terms and conditions of the Agreement, that:

- The Conditions of Contribution set forth in Schedule C have been met by the Recipient.
- The Project conforms to the description set forth in Schedule C of the Agreement.
- The Recipient has obtained, or has made other arrangements satisfactory to FCM for obtaining, all
 approvals, consents, authorizations and licences that are required under the laws of Canada and of the
 relevant Province or Territory, in order for the Recipient to enter into and comply with the Agreement
 and to undertake and complete the Project.
- No act or event does or may materially and adversely affect the Project or the ability of the Recipient
 to perform its obligations under the Agreement and the Project or any of its other obligations that are
 material to the Recipient has occurred.
- The representations and warranties confirmed or made in the Agreement with respect to the Recipient
 will be true on and as of the date that FCM makes the Contribution, with the same effect as though
 such representations and warranties have been made on and as of the date that FCM makes the
 Contribution.
- All the covenants, conditions and other obligations set forth in the Agreement, including its schedules, and the Project Workbook, to be performed or satisfied by the Recipient before the date that FCM makes the Contribution have been performed or satisfied, to FCM's satisfaction.
- All capitalized terms have the meaning attributed to them in the Agreement.
- If any confirmation, information or documentation provided to FCM is not true and correct, the Recipient will immediately notify FCM prior to the making of the Contribution.
- All expenses claimed:
 - o have been submitted through the Expense Claim template, in the Project Workbook;
 - have been incurred and paid, or are to be paid, by the Recipient;
 - were integral and essential components of the Project and required to help achieve the environmental objectives of the Project;
 - o were reasonably incurred in accordance with applicable industry standards; and
 - o are Eligible Costs as per Schedule B, that were incurred after the date set forth in Schedule C.
- I acknowledge and agree that the Recipient's records and accounts in relation to the Project, might be

•	I am attaching a completed copy of FCM's Electron where FCM should deposit the Contribution.	nic Funds Transfer form to identify the bank account
Na	Name and title of authorized officer of Recipient	
Siç	Signature	Date

SCHEDULE E - PROJECT PROGRESS REPORT TEMPLATE

VERY IMPORTANT:

Timing: You need to email a report, to your GMF project officer (contact info is in Schedule C), on the dates indicated in Schedule C or whenever FCM asks for such a report.

Copyright: If you're hiring a consultant to prepare the report, please make sure to get the copyright (see FCM's copyright tips document), or else FCM will not be able to disburse the Grant Amount.

Accessibility for people with disabilities: Please do not change the format, font, layout, etc. of this report. This template has been specially designed, following FCM's Accessibility Guidelines, in order to be accessible to people with disabilities.

Confidentiality: If your report contains any Confidential Information that you would prefer not be made available to the public (e.g. through a case study or other materials produced by FCM that relate to your Project), please submit two versions of the report:

- 1. Complete report including Confidential Information: Please clearly label this report with the word "Confidential" or similar wording and FCM will treat it as confidential.
- 2. Abridged report excluding Confidential Information: This report may be posted on the FCM website and otherwise made available to interested third parties, to help FCM meet its knowledge sharing objectives.

Purpose: Your Project Progress Report has two main purposes:

- **1. Project tracking:** This report enables FCM to confirm that your Project is proceeding as planned, or to be informed of any unforeseen delays.
- 2. Knowledge sharing: FCM shares the lessons and expertise gained through GMF-funded initiatives with other communities across Canada. The findings and lessons learned documented in your Project Progress Report could be valuable for other municipal governments that are seeking to address sustainability issues in their own communities. FCM may wish to supplement this information through an Interview with the Project lead.

Content outline: Your Project Progress Report should be approximately one to two pages long and include the information below. Note: You may request a Microsoft Word version of this template from your GMF project officer.

Project information

GMF number: Name of funding recipient: Project title: Date of Project Progress Report:

1. Project status

a) Please summarize the activities completed so far and indicate the activities currently in progress, as per Schedule C. **Note:** If you have previously submitted a Project Progress Report (for projects with multiple contributions), your summary should build on the information you included in your previous report.



- b) Have there been any significant changes, or do you anticipate any significant changes, to the scope or costs of the Project as described in the Agreement or in a previously submitted Project Progress Report (if applicable)?
- c) If your initiative is a feasibility study or pilot project, please indicate how the scope will change and, in general terms, how the changes will affect the **environmental benefits** you aim to achieve and the **budget** (e.g. increase or decrease; no precise figures required).
- d) When do you expect to complete the Project (month/year)?

2. Lessons learned to date

- a) Have you begun to implement any new technology or new approach (e.g. full-cost accounting)? Are there any benefits or drawbacks in using this new technology or approach that you have identified to date?
- b) What barriers have you encountered so far and what solutions have you implemented to address them?
- c) If you were planning this type of Project again, what would you do differently, knowing what you know now?
- d) Do you have a Project champion who has been instrumental to the Project to date? If so, please include his or her name, title and contact information, and describe his or her role in the Project.
- e) What advice would you give to someone in another community undertaking a similar project?

3. Photos and materials

FCM includes project photos and links to project materials in GMF case studies, website content, and other vehicles.

- a) Identify and attach any materials resulting from the Project to date that would be useful to share with other communities, such as checklists, toolkits, guidelines, bylaws, videos or information brochures. If the material is available on your website, simply include the link to it.
 - For example, a water metering project might result in a new municipal water use bylaw, or a series of householder information brochures or online video clips on ways to reduce water use.
- b) Attach any high-quality photographs of the Project if you have taken any to date. Where possible, include photos that feature people in action. The photos must be in jpeg or tiff format and at least 300 dpi (up to 10 MB/10,000 KB but no smaller than 1 MB/1,000 KB in file size). For each photo, please include:
 - i) A caption describing what is featured in the photo.
 - ii) A photo credit that indicates who owns the copyright to the photo and the photographer (e.g. © 2020, City of Ottawa/Madison Brown).
 - iii) A written release signed by the individuals depicted in the photo granting FCM permission to use the images. Please request an FCM photo consent form from your GMF project officer.

SCHEDULE F - PROJECT COMPLETION REPORT TEMPLATE

VERY IMPORTANT:

Timing: You need to email a report, to your GMF project officer (contact info is in Schedule C), on the dates indicated in Schedule C or whenever FCM asks for such a report.

Copyright: Before you submit a report to FCM, make sure you hold the copyright for the report. If you're hiring a consultant to prepare the report, please make sure to get the copyright (see FCM's copyright tips document), or else FCM will not be able to disburse the Grant Amount.

Accessibility for people with disabilities: Please do not change the format, font, layout, etc. of this report. This template has been specially designed, following FCM's Accessibility Guidelines, in order to be accessible to people with disabilities.

Confidentiality: If your report contains any Confidential Information that you would prefer not be made available to the public (e.g. through a case study or other materials produced by FCM that relate to your Project), please submit two versions of the report:

- 1. Complete report including Confidential Information: Please clearly label this report with the word "Confidential" or similar wording and FCM will treat it as confidential.
- 2. Abridged report excluding Confidential Information: This report may be posted on the FCM website and otherwise made available to interested third parties, to help FCM meet its knowledge sharing objectives.

Please contact your project officer to receive an electronic copy of the Completion Report Template.

Upon completion of the project, a copy of the Final Deliverable must be submitted along with this Completion Report.

FCM will post your report on the <u>Green Municipal Fund™ (GMF) website</u>. This is because one of FCM's mandates is to help municipal governments share their knowledge and expertise regarding municipal environmental projects, plans and studies.

How to complete the Completion Report

The purpose of the Completion Report is to share the story of your community's experience in undertaking your project with others seeking to address similar issues in their own communities.

Please write the report in plain language that can be understood by people who are not specialists on the subject. A Completion Report is typically in the range of 5–10 pages, but may be longer or shorter, depending on the complexity of the project.

GMF grant recipients must enclose **final** copies of the Completion Report and the Final Deliverable with their final Request for Contribution. The reports, including all attachments and appendices, must be submitted in PDF format with searchable text functionality. Reports that are not clearly identifiable as final reports, such as those displaying headers, footers, titles or watermarks containing terms like "draft" or "for internal use only," will not be accepted by GMF. Additionally, reports must be dated. If you have questions about completing this report, please consult GMF staff.

GMF number	DFC-22-0031
Name of the lead applicant (municipality or other partner)	The Corporation of the City of Pembroke
Name, title, full address, phone, fax, e-mail of lead technical contact for this Pilot Project	
Date of the Report	

1. Introduction

a) Who was involved in doing the Pilot Project, and what are their affiliations? Please include name, title and contact information. Those involved could include municipal staff, engineering and other consultants, a representative from a nongovernmental organization, and others.

2. The Pilot Project

- a) Please describe the project objectives and the approach used to meet these objectives. Include details on what technology or solution was tested during the Pilot Project. (Indicate relevant sections/pages of the Final Pilot Project Report)
- b) Did the pilot project include a methodology or approach for verifying or testing the performance of the technology or solution? Please respond Yes or No.

Yes [1	No [1
	J	.,	J

If you answered yes to Question #3, which methodology did you use in this pilot project for testing the performance of the technology or solution?

- Environmental Technology Verification Program
- Engineering Consultant
- Other (please specify)

3. Pilot Project Results

- a) What are the Pilot Project's recommendations? (You may point to the relevant sections/pages of the Final Pilot Project Report if relevant.)
- b) Is the Pilot Project *technically feasible* for full-scale implementation? Please comment on why or why not.
- c) What were the financial results of the Pilot Project and is the Pilot Project *financially feasible* for full-scale implementation? Please comment on why or why not.
- d) Please complete the following table that was part of your pilot project application with the actual results from your pilot project. Please also provide the page numbers where the environmental results of the pilot project can be found in the final report.

Environmental parameter	Unit	Baseline performance prior to project or in the absence	after project	Droiget
-------------------------	------	---	---------------	---------

		of the project		Anticipated Performance)
Net Annual Vehicle				
Kilometers Traveled	Km	0	46,450	-46,450
(VKT) Reduction				
Annual Fuel Usage	Liters	0	4,459	-4,459
Reduction (Diesel)	LILEIS	O	4,433	-4,439
Annual GHG	t	0	10.3	-10.3
Reduction	CO ₂ e/y	U	10.3	-10.3

- e) Please describe all of the environmental results including any potential negative results or trade-offs that need to be considered.
- f) Based on the experience gained in the pilot, please update the anticipated social and economic outcomes (community benefits) of full scale implementation of the pilot project. Column B of the following tables shows the anticipated economic and social benefits you noted in your application.

Please complete the table below by describing in Column C the anticipated economic benefits of the pilot project at full scale implementation. Please complete for all that apply in the list below. If there are additional economic benefits, please describe these in the last row of the table.

Figure 1 - Economic benefits

Α	В	С
Economic benefit	As described in your GMF application	Anticipated economic benefits of the pilot project at full scale based on pilot experience. If the result is different than what was expected in the application form, please indicate why.
Increased return on investment		
Deferred or avoided capital expenditures		
Decrease in facility operating or maintenance costs	Monitoring net cost per ride will ensure the overall financial sustainability of this service over time.	
Extended lifespan for facility		
Increased municipal revenue streams (e.g. property tax, user fees, etc.)		
Lower taxes		
Stimulus for local economy (use of local business, capacity for local business development)	While the City anticipates increases in local spending, the municipality does not track this measure as part of its limited economic development budget/resources. As per the American Public Transportation Association, public transportation investments can yield positive economic returns while helping to generate income for local businesses, facilitate employment	

A	В	С
	for workers and stimulate neighbourhoods. https://www.apta.com/research-technical-resources/economic-impact-of-public-transit/#:~:text=This%20groundbreaking%20study%20shows%20that,in%20the%20three%20cites%20examined.	
Increased employment options or job retention		
Increased transit ridership		
Attraction of new businesses		
Utility Costs Savings	Not anticipated	
Maintenance and Operational Costs	Not anticipated	
Other (please specify)		

g) Please complete the table below by describing in Column C the anticipated social benefits of the pilot project at full scale implementation. Please complete for all that apply in the list below. If there are additional social benefits, please describe these in the last row of the table.

Figure 2- Social benefits

A	В	С
Social benefits	As described in your GMF application	Anticipated social benefits of the pilot project at full scale implementation based on pilot experience If the result is different than what was expected in the application form, please indicate why.
Improvements to public health		
Improvements to public safety		
Improvements to community quality of life		
Increased opportunities for community engagement	Minimum 4-5 jobs. Calculation: Number of Jobs Created	
Increased public education or awareness		
Community revitalization	The introduction of transit to the City is seen as an opportunity to continue to revitalize the City's downtown by reducing traffic, congestion and parking limitations and encouraging further development of vacant lots and spaces in the downtown core. Transit will allow for better employee attraction and retention for employers. Transit will allow better access to City attractions and promote tourism to the	

A	В	С
	downtown and other attractions. Calculation: Vacancy rate and development. Stop location pick- ups.	
New housing and infrastructure		
New or enhanced public space or public facilities	In general, transit provides affordable access to educational, cultural, and recreational activities occurring within its service area. This will include Pembroke library, pool, arenas, waterfront, Algonquin College, high schools, and local events. Calculation: Stop volumes at key locations.	
Improved access to recreation and physical activities	In general, transit provides affordable access to community spaces within its service area like the library, pool, arenas, parks. Calculation: Customer Satisfaction Survey	
Reduced urban sprawl		
Increased civic pride, ownership and participation	The WHO Age-Friendly Cities Framework cites access to accessible, affordable and safe public transport as a key element to their wellness and well-being, decreasing their risk of isolation and loneliness by facilitating their social participation and belonging in their community. Calculation: Number of senior fares/users	
Improved quality and efficiency of service provision to residents	May not be applicable. Would depend on if drivers self-identify	
Reduced opportunities for crime		
Other (please specify)		

4. Lead Applicant's Next Steps

a) What next steps does your municipality plan to take based on the findings and recommendations of the Pilot Project?

5. Lessons Learned

In answering the questions in this section, please consider all aspects of the Pilot Project —from the initial planning through each of the essential task until the Final Report of the Pilot Project was prepared.

- a) What would you recommend to other municipalities interested in doing a similar Pilot Project? What would you do differently if you were to do this again?
- b) What barriers/challenges (if any) did you encounter in doing this Pilot Project? How did you overcome them?

6. Knowledge Sharing

- a) Is there a website where more information about the Pilot Project can be found? If so, please provide the URL.
- b) In addition to the Pilot Project results, has your Pilot Project led to other activities that could be of interest to another municipality (for example, another pilot project, sharing of the results of this pilot project with other municipalities formally or informally, changes to existing policies and/or practices etc.)? If so, please list these outcomes and include copies of the relevant documents (or website links).

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Date: 2025-08-12
Resolution No: 25-08-07
Moved by:
Seconded by:
Be It Resolved That the Corporation of the City of Pembroke endorse the Water System Financial Plan; and
And Be It Further Resolved That, a copy of this resolution be sent to the Ministry of Municipal Affairs and Housing (O. Reg. 453/07, Section 3 (1) 6) and the Ministry of the Environment, Conservation, and Parks (S.D.A., Section 32 (5) 2ii)
Carried
Mayor



Date: 2025-08-12
Resolution No: 25-08-08
Moved by:
Seconded by:
Be It Resolved That the Corporation of the City of Pembroke approves the application from Luiana Mendes, tenant of 20 Pembroke St. W., for the Community Improvement Plan Downtown Heritage Façade Improvement Grant.
The applicant must comply with grant guidelines of the Downtown Heritage 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 \$574.16.
Carried
Mayor



Date: 2025-08-12
Resolution No: 25-08-09
Moved by:
Seconded by:
Be It Resolved That the Corporation of the City of Pembroke approves the application from Portia Strang, tenant of 143 Pembroke St. W., for the Community Improvement Plan Downtown Heritage Façade Improvement Grant.
The applicant must comply with grant guidelines of the Downtown Heritage 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 \$694.20.
Carried
Mayor



Date: 2025-08-12
Resolution No: 25-08-10
Moved by:
Seconded by:
Be It Resolved That the Corporation of the City of Pembroke approves the application from Sleepwell Property Management, owner of 188 Prince St., for the Community Improvement Plan Downtown Housing Grant.
The applicant must comply with grant guidelines of the Downtown Housing 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 \$10,000.
Carried
Mayor



Date: 2025-08-12
Resolution No: 25-08-11
Moved by:
Seconded by:
Be It Resolved That the Corporation of the City of Pembroke approves the application from Falguni Patel, owner of 1044 Pembroke St. E., 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 \$5,000.
Carried
Mayor



Date: 2025-08-12
Resolution No: 25-08-12
Moved by:
Seconded by:
Be It Resolved That the Corporation of the City of Pembroke approves the application from Andrew and Callee Kuiack, owners of 25-27 Pembroke St. W., for the Community Improvement Plan Downtown Heritage Façade Improvement Grant.
The applicant must comply with grant guidelines of the Downtown Heritage 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 \$5,000.
Carried
Mayor



Date: 2025-08-12
Resolution No: 25-08-13
Moved by:
Seconded by:
Be It Resolved That the Corporation of the City of Pembroke delegate authority to the Chief Administrative Officer (CAO) to review and make decisions on Community Improvement Plan (CIP) applications received during the summer and Christmas periods when Council is not in regular session.
Carried
Mayor

The Corporation of the City of Pembroke

By-law Number 2025-65

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 Twelfth day of August 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 August 12th, 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 12th Day of August 2025

(Chair) For Mayor Ron Gervais

Victoria Charbonneau Municipal Clerk