



Agenda

Council Meeting

Tuesday, September 2, 2025

Council Chambers

Following Finance and Administration Committee Meeting

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

1. **Call to Order**
2. **Opening Prayer/Reflection**
3. **Disclosure of Pecuniary Interest & General Nature Thereof**
4. **Minutes**
 - i. Approve minutes from Council
 - a. Regular Meeting of Council – August 12, 2025
 - ii. Adopt minutes from Committees
 - a. Combined Committee – August 12, 2025
 - iii. Receive minutes from Local Boards
5. **Delegations and Presentations**
6. **Business Arising from Delegations and Presentations**
7. **Staff and Committee Reports**
8. **Proclamations**
9. **By-laws**
 - a. 2025-66 Parking By-law Amendment
 - b. 2025-67 Pembroke Lumber Kings Agreement
10. **Motions**
 - a. Resolution 25-09-06 – Re-Nature School Program
11. **Correspondence**
 - a. Integrity Commissioner Report Dated July 2, 2025 – Mary Ellen Bech, City of Pembroke Integrity Commissioner
12. **Mayor's Report**

13. Notices of Motion

- a. Motion to Reconsider – By-Law Regarding Agreement with Federation of Canadian Municipalities (FCM) Green Municipal Fund – Deputy Mayor Abdallah

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;
 - 1. Section 239(2)(e) litigation or potential litigation, including matters before administrative tribunals, affecting the municipality or local board:
More specifically as it relates to:
 - a. 273 Victoria Street
 - b. Waterfront Development

16. Business Arising from Closed Session

17. Confirming By-law

- Confirming By-law 2025-68

18. Adjournment

Draft City of Pembroke Council Meeting

Council Chambers
Pembroke, Ontario
August 12, 2025
8:43 p.m.

Deputy Mayor Abdallah indicated that due to the absence of Mayor Gervais and his virtual attendance, a motion to appoint a Chair for the Council meeting is required.

Resolution C 2025-08-01

Moved by Deputy Mayor Abdallah

Seconded by Councillor Lafreniere

That Councillor Jacyno be appointed as the Chair for the City of Pembroke Council meeting dated August 12 2025.

Carried.

1. Call to Order

Present:

Deputy Mayor Abdallah (virtual)

Councillor Jacyno

Councillor Kuehl

Councillor Lafreniere

Councillor Purcell

Regrets:

Mayor Gervais

Councillor Plummer

Also Present:

David Unrau, Chief Administrative Officer

Victoria Charbonneau, Municipal Clerk

Heather Sutherland, Economic Development & Communications Officer

Kathleen Barr, Investment Attraction Officer

Acting Chair Jacyno called the regular meeting of Council to order at 8:43 p.m.

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

Resolution 25-08-02

Moved by Councillor Lafreniere

Seconded by Councillor Purcell

That the minutes of the Regular Meeting of Council of July 15, 2025, be approved as circulated.

Carried

- ii. Adopt minutes from Committees
 - a. Combined Committee – July 15, 2025
Resolution 25-08-03
Moved by Councillor Lafreniere
Seconded by Councillor Kuehl
That the minutes of the Combined Committee meeting held on July 15, 2025, be adopted as circulated.
Carried

- iii. Receive minutes from Local Boards
 - Pembroke Public Library Board – March 20, 2025
Resolution 25-08-04
Moved by Deputy Mayor
Seconded by Councillor Purcell
That the minutes of the Pembroke Public Library Board of March 20, 2025, be adopted as circulated.
Carried

5. Delegations and Presentations

6. Business Arising from Delegations and Presentations

7. Staff and Committee Reports

- a. Combined Committee – Isabella Catchment Area #2 Tender Award

Resolution: 25-08-05

Moved by Councillor Purcell

Seconded Councillor Kuehl

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

- b. Combined Committee – Paul Martin Drive/River Road Resurfacing Phase 1 – Tender Award

Resolution: 25-08-06

Moved by Councillor Purcell

Seconded Councillor Kuehl

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

8. Proclamations

9. By-laws

- a. By-law 2025-64 – Per discussion at the August 12, 2025 Combined Committee the decision is to not to proceed with by-law 2025-64, the by-law is being pulled from the agenda.

10. Motions

- a. Combined Committee – 2026 Water System Financial Plan

Resolution: 25-08-07

Moved by Councillor Lafreniere

Seconded Councillor Kuehl

Be It Resolved That the Corporation of the City of Pembroke endorse the Water System Financial Plan; 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.

- b. Combined Committee – Community Improvement Plan Application for 20 Pembroke Street West

Resolution: 25-08-08

Moved by Councillor Purcell

Seconded Councillor Kuehl

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

- b. Combined Committee – Community Improvement Plan Application for 143 Pembroke Street West

Resolution: 25-08-09

Moved by Councillor Lafreniere

Seconded Councillor Kuehl

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

- c. Combined Committee – Community Improvement Plan Application for 188 Prince Street

Resolution: 25-08-10

Moved by Councillor Purcell

Seconded Councillor Kuehl

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

- d. Combined Committee – Community Improvement Plan Application for 1044 Pembroke Street East

Resolution: 25-08-11

Moved by Councillor Lafreniere

Seconded Councillor Kuehl

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

- e. Combined Committee – Community Improvement Plan Application for 25-27 Pembroke Street West

Resolution: 25-08-12

Moved by Councillor Purcell

Seconded Councillor Kuehl

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

- f. Combined Committee – Delegation of Authority to Chief Administrative Officer

Resolution: 25-08-13

Moved by Councillor Purcell

Seconded Councillor Lafreniere

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

11. **Correspondence**
12. **Mayor's Report**
13. **Notices of Motion**

14. Councillor Updates

Councillor Lafreniere

- August 8 - Attendance at for first pitch at the renovated ball diamond at Riverside Park.

Deputy Mayor Abdallah

- Announcement of 2nd annual Busker Fest August 22-23, encourages everyone to attend

15. Closed Session

Resolution 25-08-14 9:14 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. TransCan Corporate Park

Carried

16. Business Arising from Closed Session 9:25 p.m.

Acting Chair Jacyno indicated that a perceived pecuniary interest was declared by Councillor Kuehl on item 15.1.a (closed session item, a proposed or pending acquisition or disposition of lands by the municipality or local board - TransCan Corporate Park) stating an undisclosable interest relating to a party involved protected by lawyer's confidentiality regulations.

On matter 15.1.a.Staff was given direction in closed.

17. Confirming By-law

- Confirming By-law 2025-65

Resolution: 25-07-15

Moved by Councillor Purcell

Seconded by Councillor Lafreniere

That By-law 2025-65 to confirm the proceedings of the Regular Meeting of Council of August 12, 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: 25-08-16

Moved by Councillor Lafreniere

Seconded by Councillor Purcell

That the August 12, 2025, regular meeting of Council adjourn at 9:28 p.m.

Carried

Ed Jacyno
Acting Chair

Victoria Charbonneau
Municipal Clerk

Draft Combined Committee Meeting

Council Chambers
Pembroke, Ontario
August 12, 2025
6:00 p.m.

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

Resolution C 2025-08-01

Moved by Deputy Mayor Abdallah

Seconded by Councillor Purcell

That Councillor Jacyno be appointed as the Chair for the City of Pembroke Combined Committee dated August 12, 2025.

Carried.

1. Land Acknowledgement

2. Call to Order

Councillor Jacyno called the meeting to order at 6:01 p.m.

Present:

Deputy Mayor Abdallah (virtual)

Councillor Jacyno

Councillor Kuehl

Councillor Lafreniere

Councillor Purcell

Regrets:

Mayor Gervais

Councillor Plummer

Also, Present:

Dave Unrau, Chief Administrative Officer

Victoria Charbonneau, Municipal Clerk

Heather Sutherland, Economic Development and Communications Officer

Angela Lochtie, Treasurer/Deputy Clerk

Jennifer Belaire, Financial Planning Analyst

Jordan Durocher, Director of Parks and Recreation

Brian Lewis, Director of Operations

3. Disclosure of Pecuniary Interest and General Nature Thereof

There were no disclosures of pecuniary interests declared.

4. Approval/Amendment of Meeting Agenda

Resolution C2025-08-02

Moved by Councillor Lafreniere

Seconded by Councillor Purcell

That the agenda of the Combined Committee meeting of August 12, 2025, be approved as circulated.

Carried

5. Approval of Minutes

- a. Combined Committee Meeting – July 15, 2025

Resolution C2025-08-03

Moved by Councillor Purcell

Seconded by Councillor Lafreniere

That the minutes of the July 15, 2025, Combined Committee meeting be approved as circulated.

Carried

6. Business Arising from Minutes

There was no business arising from the minutes.

7. Presentations and Delegations

- a. Re-Nature Foundation and FCM

Kristen Niemi, Director of Education of the Renfrew County District School Board and Jamie Thompson, Project Lead with Re-Nature were in attendance virtually along with Scott Nichol, Superintendent of Education and Bill Murray, Manager of Facilities in person to present to Committee. A discussion was held, and the following points were raised:

- Importance and value of outdoor learning spaces and the forward-thinking manner of this project for Pembroke and Renfrew County

- b. 2026 Water Financial Plan Presentation

Nancy Neale was in attendance to present to Committee.

8. New Business

- a. 2026 Water System Financial Plan

Director Lewis presented the report.

Resolution C2025-08-04

Moved by Councillor Lafreniere

Seconded Councillor Purcell

That the Combined Committee endorse and recommend approval of Council to 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

- b. Pembroke Lumber Kings Agreement 2025-2027

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

- It was communicated that the agreement put together in the first year was put together well and a thank you was extended to Director Durocher and the Pembroke Lumber Kings for working together to bring the agreement to Committee.

Resolution C2025-08-05

Moved by Councillor Purcell

Seconded Councillor Lafreniere

That the City of Pembroke Combined Committee endorse and recommend to Council approval of a by-law to authorize the execution of a two-year rental agreement with the Pembroke Lumber Kings Junior A team (P.L.K.).

Carried

c. Business Retention and Expansion Project Final Report

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

- Questions about what would be done with the feedback. Response included that the feedback would be incorporated into the Action Plan and a comprehensive strategy on how to promote businesses with using meaningful and measurable data.
- Question about when a business closes if there is a city exit interview process. Response included that this can sometimes be challenging depending on the reason for closure, however there is potential to work in a collaborative manner with the Pembroke Business Investment Area (PBIA) to explore opportunities to have exit interview surveys or discussions.

Resolution C 2025-08-06

Moved by Councillor Lafreniere

Seconded Councillor Purcell

That the City of Pembroke Combined Committee accept the Business Retention and Expansion Project Final Report as a working document for the Economic Development, Culture and Tourism Department for the next two to three years; and

Furthermore, that items described in the Business Retention and Expansion Action Plan be funded via the economic development budget through the regular budget process

Carried

Councillor Kuehl left the meeting room (6:59 p.m.)

d. CIP Request for 20 Pembroke Street West

Economic Development and Communications Officer Sutherland presented the report.

Resolution C 2025-08-07

Moved by Councillor Purcell

Seconded Deputy Mayor Abdallah

That the City of Pembroke Combined Committee endorse and recommend to Council approval of a grant of \$574.16 to Luiana Mendes, tenant of 20 Pembroke St. W., for the Community Improvement Plan Downtown Heritage Façade Improvement Grant; and

Furthermore, that the Combined Committee endorse and recommend to Council approval of delegated 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

- e. CIP Request for 143 Pembroke Street West, 188 Prince Street and 1044 Pembroke Street East

Economic Development and Communications Officer Sutherland presented the report.

Resolution C 2025-08-08

Moved by Deputy Mayor Abdallah

Seconded Councillor Lafreniere

That the City of Pembroke Combined Committee endorse and recommend Council approval of the following:

1. \$694.20 is granted to Portia Strang, tenant of 143 Pembroke St. W., for the Community Improvement Plan Downtown Heritage Façade Improvement Grant.
2. \$10,000 is granted to Sleepwell Property Management, owner of 188 Prince St., for the Community Improvement Plan Downtown Housing Grant
3. \$5,000 is granted to Falguni Patel, owner of 1044 Pembroke St. E., for the Community Improvement Plan Façade Improvement Grant

Carried

- f. CIP Request for 25-27 Pembroke Street West

Economic Development and Communications Officer Sutherland presented the report.

Resolution C2025-08-09

Moved by Councillor Purcell

Seconded Councillor Lafreniere

That the City of Pembroke Combined Committee endorse and recommend Council approval of a grant of \$5,000 to Andrew and Callee Kuiack, owners of 25-27 Pembroke St. W., for the Community Improvement Plan Downtown Heritage Façade Improvement Grant.

Carried

Councillor Kuehl re-entered the meeting room (7:05 p.m.)

- g. Levels of Service – Engagement Survey

Treasurer/Deputy Clerk Lochtie and Financial Planning Analyst Belaire presented the report.

A discussion was held and the following points were raised:

- Questions on strategies to increase engagement how to target a younger cross section of Pembroke residents to receive feedback from this demographic
- Committee would appreciate being able to separate what concerns are connected to what age groups

DIRECTION:

- for questions on future budget and asset management - further engagement in a younger cross section of the population by attendance at community events/hubs where younger demographics are likely to frequent to receive feedback
- engage in providing further education materials on actual city costs for projects and questions on pre-budget polling to residents
- assessing what user fee increases in recreation would look like while still maintaining equitable public access to programs

- h. Transit Update

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

- A full viewing of the report and discussion can be viewed on the City's YouTube meeting stream at a time stamp of approximately 7:44 p.m.
- Treasurer Lochtie presented Mayor's comments on the matter in his absence
- It was stated that the Mayor is correct the proposed project surplus (identified as a potential option to fund the budget overage) can be used on other projects
- It was noted that the electric chargers are needed to proceed with electrifying vehicles in second year of the transit pilot project
- Comments were made about looking at the Fire Hall site as a potential second option for placement the chargers. Response included that there needs to be availability of a public washroom for the drivers to utilize. There are challenges on weekends as the building does not have public access and the office is not staffed.
- It was asked if there opportunity to stay with diesel vehicles for the course of the pilot project and then explore electric vehicles based on the success of the pilot program
- It was stated that through the grant program a significant portion of the funding has been offered to help offset the costs of moving toward electrification of city fleet. The project will provide an electric vehicle charging station that other departments can use, and the transit program will double as a pilot for city owned electric vehicles providing valuable feedback to other city departments about electric vehicle capacity.
- The overflow parking is being chosen as the pole with capacity to power the charger is conveniently located in the most efficient and economic space for the project.
- Would moving the charging station locations lower site work etc. Response included that JP2G would need to be engaged again and work with OPRC and ORES to determine that costs for an alternative charging station site.

Resolution C25-08 –10

Moved by Councillor Kuehl

Seconded Councillor Purcell

That the Combined Committee recommends Council *not proceed* with by-law 2025-64, being 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.

CARRIED

Direction: staff to inquire if moving the charging station to the fire hall site is feasible and more cost effective than the proposed overflow parking site.

i. Retaining Wall Repair – War Memorial Park

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

- This project has been discussed with the Legion and anticipated substantial completion of the wall repair is planned to be done prior to Remembrance Day events

Resolution C25-08-11

Moved by Councillor Lafreniere

Seconded Councillor Purcell

That the City of Pembroke Combined Committee approves the following:

1. Re-allocation of \$10,000 Capital Budget from the Highway 148 Sidewalk install to the War Memorial Park retaining wall repair; and
2. Allocation of approximately \$12,500 from the Memorial Park Wall project surplus to the War Memorial Park retaining wall repair.

Carried

- j. Isabella Catchment Area #2 – Moffat Street – Renfrew Street to Mary Street – Tender Award Contract No. 2365-1

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

- Staff can go to the engineers to increase project scope and bring back findings in an information report/memo to council on what is discussed as feasible.

Resolution C25-08-12

Moved by Councillor Kuehl

Seconded Councillor Lafreniere

That the Combined Committee endorse and recommend to Council approval of the following:

- Isabella Catchment Area #2 – Moffat Street – Renfrew Street to Mary Street -Tender Contract No. 2365-1 be awarded to Bonnechere Excavating Inc, in the amount of \$2,140,869.56 plus HST; being the lowest responsive and responsible bidder; and
- Approval of additional expenditures in the amount of \$300,000.00 for a contingency allowance; and
- The total value of the recommendations equal \$2,440,869.56 plus applicable HST.

Carried

Direction: That staff be directed to work with engineers to increase project scope using the submitted unit rates, should that be practical within the established design for future phases of the project.

- k. Paul Martin Drive/River Road Resurfacing – Phase 1 (City Limits to Townline Road) – Tender Award Contract No. 26-0697-01

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

- Questions on if the road was recently done. Response included that the road was done approximately 12 years ago and had substantial truck traffic on it that is causing deterioration
- Grant is 90% funded, and municipality has to pay 10% there are specific requirements per the province via the connecting links program for roads that are eligible for work that fall within the in the scope of the grant

Resolution C25-08-13

Moved by Councillor Kuehl

Seconded Councillor Purcell

That the Combined Committee approve That the Combined Committee endorse and recommend to Council approval of the following:

1. Paul Martin Drive/ River Road Resurfacing – Phase 1 (City Limits to Town Line Road) tender Contract No. 26-0697-01 be awarded to Bonnechere Excavating Inc., in the amount of \$1,091,905.08 plus HST; being the lowest responsive and responsible bidder; and
2. Approval of additional expenditures in the amount of \$50,000.00 for a contingency allowance.

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

Carried

I. Amendment to 50+ Senior Active Living Center

Chief Administrative Officer Unrau presented the report.

Resolution C 2025-08-14

Moved by Councillor Lafreniere

Seconded Councillor Kuehl

That the Combined Committee endorse and recommend to Council approval of the following:

1. Approval of the proposed amendments to the agreement with the 50+ Senior Active Living Center; and
2. Direct staff to conduct a review of the agreement between the City of Pembroke and the 50+ Senior Active Living Center.

Carried

9. Adjournment

Resolution C 2025-08-15

Moved by Councillor Lafreniere

Seconded by Councillor Purcell

That the Combined Committee meeting of August 12, 2025, adjourn at 8:34 p.m.

Carried

The Corporation of the City of Pembroke

By-law Number 2025-66

A By-law to amend By-law 2024-24, as amended, being a by-law to regulate and control the parking of vehicles in the City of Pembroke

Whereas the Municipal Act, 2001, S.O. 2001, c.25, states that a single-tier municipality may pass by-laws respecting highways, including parking and traffic on highways; and

Whereas the Council of the Corporation of the City of Pembroke deems it expedient to amend By-law 2024-24, being a by-law to regulate and control the parking of vehicles.

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

1. That Part Three – Parking – General Regulations – Section 1(a) of By-law 2024-24 be amended by deleting therefrom the following:
 - (a) Opposite or in front of/blocking a public or private lane or private driveway.
2. That Part Three – Parking – General Regulations – Section 1(a) of By-law 2024-24 be amended by adding thereto the following:
 - (a) In front of/blocking or within a portion of a public lane or private driveway so as to prevent ingress or egress to or from such lane or driveway.
3. That Schedule “C” – No Parking Zones of By-law 2024-24 be amended by adding thereto the following:
 - Douglas Street – both sides from Lea Street to Boundary Road.
4. Every person who contravenes any section of this by-law is guilty of an offence and on conviction is liable to a fine as provided for in the Provincial Offences Act, as amended.
5. This By-law shall come into force and take effect upon the final passing thereof.

Passed and enacted this 2nd day of September, 2025.

Ron Gervais
Mayor

Victoria Charbonneau
Clerk

The Corporation of the City of Pembroke

By-law Number 2025-67

**A By-law to authorize the entering into an agreement between the
Pembroke Junior “A” Lumber Kings Hockey Club Inc. and the Corporation
of the City of Pembroke**

Whereas the *Municipal Act*, 2001, 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 Act*, 2001, as amended provides that a municipality may enter into an agreement with one or more municipalities or local bodies, or a combination of both to jointly provide, for their joint benefit, any matter which all of them have the power to provide within their own boundaries; and

Whereas the Municipal Council of the City of Pembroke deems it advisable to enter into a Licensed Space/Ice Rental Fees Agreement and an Advertising Agreement with the City of Pembroke Junior “A” Lumber Kings Hockey Club Ltd. for the Pembroke Memorial Centre facilities.

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

1. That the Mayor and Chief Administrative Officer be, and they are, hereby authorized to execute the agreement between the Corporation of the City of Pembroke and the Pembroke Junior “A” Lumber Kings Hockey Club Inc. a copy of which is attached and marked as Schedule “A” to this by-law and to affix thereto the corporate seal.
2. This by-law shall come into force and take effect upon the date of the final passing thereof.

Passed and Enacted this 2nd Day of September 2025

Ron Gervais
Mayor

Victoria Charbonneau
Clerk

Advertising Agreement

This License made the day of , 2025

Between:

The Corporation of the City of Pembroke

hereinafter referred to as “the Licensor”

of the First Part

And:

The Pembroke Junior “A” Lumber Kings Hockey Club Ltd.

hereinafter referred to as “the Licensee”

of the Second Part

Whereas the licensor is the owner of certain lands and premises in the City of Pembroke and the County of Renfrew and Province of Ontario being the Pembroke Memorial Centre which contains an area or areas from which advertising signs are permitted (hereinafter referred to as the “PMC”);

And Whereas the PMC is more particularly described in Schedule “A” attached hereto;

And Whereas the licensee has agreed to advertise under the terms and conditions hereinafter set out;

It is Hereby Agreed that the Licensor will provide the Licensee the rights to market and sell on behalf of the Licensor, advertising at the PMC as outlined in Schedule “A” for a period of twenty one (21) months commencing on August 1, 2025 and ending on April 30, 2027

1. Nature of Interest

The right granted to the licensee hereunder is a licence only and shall not, under any circumstances, constitute a partnership, employment agreement, lease or joint venture between the parties.

2. Removal of Property on Termination of Licence

Upon the termination of this licence, the licensee shall forthwith remove all its merchandise, fixtures and other property from the PMC and leave the licensed space in good order and condition. The licensee covenants to pay to the licensor on demand the

cost of repairing any damage to the building in which the signs are located resulting from the removal of the licensee's fixtures and other property. On default of the licensee in removing all its merchandise, fixtures and other property on termination of the licence, the licensor may cause such merchandise, fixtures and other property to be removed to a place of storage selected by the licensor and the licensee covenants to reimburse the licensor upon demand for the cost of such removal and storage.

3. Licence Fees

The licensee covenants to pay the licensor:

- a. the minimum fees set out in Schedule "B" attached hereto;
- b. all other sums due to the licensor from the licensee under this agreement.

4. The Licensee Covenants

- a. that licensor's employees or representatives are at liberty, at anytime or times, to inspect said license space and hereby retain the right to enforce all necessary and proper rules for the Management and Operation of the said premises including the areas which are the subject of this license shall at all times be under the charge and control of the City;
- b. that licensee will supply the signs as directed by the licensor and maintain a high standard of appearance on the signs displayed in the building;
- c. the licensee will supply the Ad Panels for all signs displayed on the hockey rink boards and bear the cost of new lexan panel, if requested by any new advertiser at a cost of market value price. The City will be responsible for any further repairs or replacement.
- d. the licensee shall not make any alterations to, or renovation of, the licence space without the written permission of the licensor;
- e. the licensee will keep all of the equipment owned by the licensor and used by the licensee in good repair;
- f. the licensee agrees to provide the licensor with a list of all advertisers including the period of advertising, renewals and cancellations;
- g. the licensee agrees that the design and colours for all national advertisers must meet the standards of the licensor and receive the approval of the licensor which will not be unreasonably withheld. The licensor also reserves the right to reject the applications of any advertiser for just cause, and that all signs will be of professional workmanship, appearance and meet community standards;

- h. the licensee agrees that all advertising signs will be displayed at all times and for all events during the contract period of this agreement. The exception being special events for which the licensor may be required to cover or temporarily remove the signs;
- i. the licensee agrees to pay promptly all fees, charges to the licensor for the rights on advertising. A monthly payment of \$1,000 will be due on the last business day of each month for advertising related to the current season. Any remaining balance for the 2025/26 season for advertising will be due the last business day of July 2026. Any remaining balance for the 2026/27 season for advertising will be due the last business day of May 2027.
- j. the licensee agrees to assume all responsibility for copy rights, trademarks or other protected materials used in advertising, and further agrees to save and hold harmless the licensor from any costs or claims arising from any copyright violations;

5. The Licensor Covenants

- a. the licensor grants permission to the licensee and the licensee's agents, servants, suppliers and workmen may enter the land and buildings of which the licensed premises are a part, only at reasonable times satisfactory to the licensor;
- b. the licensor will be responsible for the installation and removal of the signs on the hockey boards behind the lexan at locations determined by the licensee at a cost of - \$30.00 per sign to the licensee to install plus - \$30.00 per sign to remove;
- c. the licensor will be responsible for the installation and removal of on ice logos at locations approved by the licensor at a cost of - \$80.00 per sponsored logo to the licensee plus - \$80.00 per logo to remove prior to the end of the season;
- d. the licensee will be responsible for providing all logo designs no later than August 1, the licensor will order the logos with the licensee paying for logo design in full before order is placed
- e. the licensor will be responsible for the installation and removal of the signs in all other areas of the PMC at a cost of - \$30.00 per sign.

6. Covenant for Exclusive License

Subject as hereinafter set out, the licensor covenants not to grant any other license in the buildings known as the PMC except the existing licence covering the illuminated advertising display board located on the lower level area at the PMC, east entrance off the Parking Lot.

7. Assignments and Sublicensing

This license shall be personal to the licensee. Without the prior written consent of the licensor in each instance, this license shall not be assigned or transferred.

8. Termination

In any of the following events the licensor shall have the right to terminate the licensed term by notice to the licensee:

- a. if the licensee defaults in performing and observing any of the terms, covenants or conditions of this licence and fails to cure the default within ten days after notice thereof given by the licensor; and,
- b. if there shall be filed by or against the licensee in any court a petition in bankruptcy or insolvency or for reorganization or for the appointment of a receiver or trustee of the licensee's property, or if the licensee makes an assignment for the benefit of creditors and any such petition remains undismissed after 30 days; and,
- c. if the registered owners/principals of the licensee where to change during the period of this license; and,

9. Insurance

The licensee shall carry a minimum 5 (five) million dollars liability insurance to cover any possible claims(s) by third parties due to this operation. A copy of this policy shall, upon request, be presented to the City's Representative. The noted insurance shall be continued in force for the duration of this agreement.

Policy Number:

Insurance Company:

Amount:

Expiry Date:

The licensee agrees to indemnify and save harmless the licensor from all suits, claims for damages, loss or injury to persons or property received or sustained by the licensee, his employees or agents in the performance of the work under this agreement.

10. Headings

The headings preceding the paragraphs of this agreement are for convenience only, are not a part of the agreement, and do not in any way limit or amplify the terms and provisions hereof.

11. No Registration

This agreement shall not be registered and shall not be changed or modified except in writing signed by both parties hereto.

In Witness Whereof the parties hereto have caused their corporate seal to be affixed on behalf of the proper officers authorized in that behalf or have signed, sealed and been witnessed.

Signed, Sealed & Delivered in the presence of

First Part

The Corporation of the City of Pembroke

Ronald Gervais
Mayor

David Unrau
Chief Administrative Officer

Second Part

Pembroke Lumber Kings Junior "A" Hockey Club

Alex Armstrong
Owner

Schedule “A”

1. Pembroke Memorial Centre, 393 Pembroke Street West, Pembroke, Ontario K8A 5N5

Bounded by Pembroke Street West on the south, Christie Street on the west and Lake Street on the north.

- a. Ice Hockey Boards (full interior perimeter)
- b. Ice Surface (Six (6) Sponsorships)
- c. Interior Walls (located around the upper promenade area, press box, exits)
- d. Pillars (side facing ice surface with one advertiser in sections south side: 5, 7, 9, 11, 13, 15, north side: 6, 8, 14, 16)
- e. Olympia (Ice surfacer – one advertiser)
- f. West End Zone front of Activity Room (Eight (8) Sponsorships)
- g. Activity Room Sunken Area & Middle Section (Five (5) Sponsorships)
- h. Rink Glass (Players Benches & Remainder of the Glass – Two (2) Sponsorships)
- i. East Entrance off Parking Lot (Two (2) Sponsorships over ticket booth and One (1) over Entrance Doors)
- j. Hallway Entrances to Ice Surface (Six (6) Sponsorships)
- k. End Zone Advertising – Game Night **Only** (Twelve (12) Sponsorships with PLK volunteers putting up and taking down each game – Flat Rate Fee/per season)
- l. Hockey Town Canada Logo (to be used on PLK merchandise with a list of merchandise to be submitted each season to the licensor – Flat Rate Fee/per season)
- m. and any other areas that may be approved by the licensor.

Schedule “B”

1. That in consideration of the City granting to the Party of the Second Part the right to market and advertise in the PMC, the Party of the Second Part agrees to pay to the City the sum of:
 - a. 30% of Fee schedule per sign per twenty one (21) month period with the exception of 1. (k) End Zone Advertising and 1. (l) Hockey Town Canada Logo where a flat rate will be charged.
 - b. That \$1,000 be paid to the licensor on a monthly with the balance of all advertising fees for the 2025/2026 season are due by July 31, 2026. The balance for the 2026/2027 season are due by May 31, 2027.

2. Schedule of Fees (Excluding production costs)

Location	Max Spots (approximately)	Fee/Sign/Year (Aug 1, 2025 - July 31, 2026)	Fee/Sign/Year (Aug 1, 2026 – April 30, 2027)
Press Box (Front)	1	\$1212.75	\$1,273.39
Press Box (Ends)	2	\$457.54	\$480.42
Rink Boards	64	\$606.38	\$636.70
Exits	8	\$485.10	\$509.36
Upper Promenade	100	\$261.03	\$274.08
Ice Surface	6	\$606.38	\$636.70
Pillars	1	\$661.50	\$694.58
Olympia	1	\$551.25	\$578.81
West End Zone Front of Activity Room	8	\$949.20	\$996.66
Activity Room Sunken Area & Middle Section	5	\$261.03	\$274.08
Rink Glass – Players Benches and Remainder	2	\$496.13	\$520.94
East Entrance Over Ticket Booth	2	\$485.10	\$509.36
East Entrance Over Entrance Doors	1	\$485.10	\$509.36
Hallway Entrances to Ice Surfaces	6	\$261.03	\$274.08
East End Bleachers	N/A	\$3,307.50	\$3,472.88
Hockey Town Canada Logo	N/A	\$110.25 flat rate for each season	\$115.76 flat rate for the season

Concession Agreement

This License made the day of 2025

Between:

The Corporation of the City of Pembroke,
hereinafter referred to as “the Licensors”

Of the First Part;

And:

The Pembroke Junior “A” Lumber Kings Hockey Club Ltd.
hereinafter referred to as “the Licensee”

Of the Second Part.

Whereas the Licensors is the owner of certain lands and premises in the City of Pembroke and the County of Renfrew and Province of Ontario, being Pembroke Memorial Centre, which contains a total of two (2) areas from which non-alcoholic beverages and food are sold (hereinafter referred to as the “two concessions”);

And Whereas the concessions are more particularly described in Schedule “B” attached hereto;

And Whereas the Licensee has agreed to operate the two (2) concessions on the terms and conditions hereinafter set out;

1. License

The Licensors hereby grants to the Licensee the right to operate the two (2) concessions for the sale of food prepared for consumption on the premises of which the concession forms a part and the sale of non-alcoholic beverages and for no other purpose unless the approval of Council has been granted by resolution.

2. Nature of Interest

The right granted to the Licensee hereunder is a License only and shall not, under any circumstances, constitute a partnership, employment agreement, lease or joint venture between the parties.

3. Removal of Property on Termination of License

Upon termination of this license, the Licensee shall forthwith remove all its merchandise, fixtures and other property from the two (2) concessions and leave the licensed space in good order and condition. The Licensee covenants to pay to the Licensors, on demand, the cost of repairing any damage to the buildings in which the concessions are located

resulting from the removal of the Licensee's fixtures and other property. On default of the Licensee in removing all its merchandise, fixtures and other property on termination of the license, the Licenser may cause such merchandise, fixtures and other property to be removed to a place of storage selected by the Licenser and the Licensee covenants to reimburse the Licenser upon demand for the cost of such removal and storage.

4. License Fees

The Licensee covenants to pay to the Licenser:

- a. The fees set out in the agreement attached hereto; and,
- b. All other sums due to the Licenser from the Licensee under this agreement.

5. Licensee Covenants

- a. That the Licenser's employees or agents are at liberty at any time or times to enter any of the concessions to inspect;
- b. That the Licensee will clean and repair the two (2) concessions, as directed by the Licenser, and maintain a high standard of maintenance in each of the two (2) concessions;
- c. The Licensee will keep the two (2) concessions open and in operation continuously during all events taking place on the land or in the building in which the concession is located unless permission has been given by the Licenser to the Licensee to close such concession during the time when the use of the land or building does not warrant such concession be open; The organizers for special events will be directed to the Licensee, in order that hours of operation and requirements may be discussed directly;
- d. The licensee will obtain and maintain a Vendor's Permit and comply with all present and future Dominion, Provincial and Local Laws, ordinances, regulations and directions relating to the operation of the two (2) concessions and sale of food; the Licensee will be responsible for the payment of all taxes (i.e. sales, business commercial, etc.);
- e. The Licensee will provide insurance against fire and theft with respect to the Licenser's Equipment used in the operation of the two (2) concessions and provide a certified copy of such policy to the Licenser with the Licenser's interest noted as owner;
- f. The Licensee shall cause all beverages to be served or dispensed (including soft drinks) in biodegradable containers and will ensure that no glass type containers are used for the sale of beverages from the two (2) concessions;

- g. The Licensee will not offer to sell gum or similar products at the two (2) concessions;
- h. The Licensee will not allow garbage or rubbish to accumulate in or around the concession booths and will cause such garbage or rubbish to be collected upon direction from the Licensor;
- i. The Licensee and the Licensee's agents, servants, suppliers, and workmen may enter the land and building of which the licensed premises are a part only at reasonable times satisfactory to the Licensor; Access for delivery of property designated for the Licensee will indemnify and hold harmless to the City for any loss of same to such property at any time;
- j. In the event that the Licensee installs vending machines at locations other than within the perimeter of the concessions, it will first obtain the written consent of the Licensor and will pay to the Licensor five (5) percent of gross sales from such vending machines;
- k. The Licensee shall not make any alterations to, or renovations of, any of the two (2) concessions without the written permission of the Licensor; Any costs directly or indirectly associated with any alteration, renovation or expansion of the existing concessions will be the responsibility of the Licensee;
- l. The Licensee will keep all the equipment in good repair and provide a Licensee a list of all equipment in both canteens before home opener for insurance purposes
- m. The Licensee shall pay all costs associated with the installation, hook-up or disconnection of any apparatus, including vending machines, stoves, burners, etc.

6. The Licensor Covenants

- a. The Licensor covenants to permit the Licensee to use the equipment now in use within the two (2) concessions.
- b. The Licensor covenants to have all equipment in good operating condition at the commencement of this license; and,
- c. The Licensor covenants that it has had the concessions inspected by the Renfrew County and District Health Unit for the sale of food before the home opener.

7. Covenant for Exclusive License

- a. The Licensor reserves the right to allow for the sale of food items when the booking of an attraction is contingent on the operator of the attraction operating concessions, such reservation to be applicable only to three events during the calendar year; and,
- b. The Licensor reserves the right to allow the City to maintain vending machines for soft drinks or other beverages, etc. within the Pembroke Memorial Centre.

8. Assignments and Sub-Licensing

This license shall be personal to the Licensee. Without the prior written consent of the Licensor in each instance, this license will not be assigned or transferred. The licensee is permitted to sub-contract to an individual or company, licensed through the auspices of a County Health Unit when the demand exceeds the capability of the Licensee.

9. Termination

In any of the following events the Licensor shall have the right to terminate the licensed term by notice to the Licensee:

- a. If the Licensee defaults in performing and observing any of the terms, covenants or conditions of this license and fails to cure the default within ten (10) days after notice thereof given by the Licensor; and,
- b. If there shall be filed by or against the Licensee in any court a petition in bankruptcy or insolvency or for re-organization or for the appointment of a receiver or trustee of the Licensee's property, or if the Licensee makes an assignment for the benefit of creditors and any such petitions remains undismitted after thirty (30) days.

10. Headings

The headings preceding the paragraphs of this agreement are for convenience only, are not a part of this agreement, and do not in any way, limit or amplify the terms and provisions hereof.

11. No Registration

This agreement shall not be registered and shall not be changed or modified except in writing signed by both parties hereto.

In Witness Whereof the parties hereto have caused their corporate seal to be affixed on behalf of the proper officers authorized in that behalf or have signed, sealed and been witnessed.

**Signed, Sealed & Delivered in the presence of
First Part**

The Corporation of the City of Pembroke

Ronald Gervais
Mayor

David Unrau
Chief Administrative Officer

Second Part

The Pembroke Junior “A” Lumber Kings Hockey Club Ltd.

Alex Armstrong
Owner

Schedule B

Pembroke Memorial Centre

Concession #1

- located within the arena on the upper level promenade along the north side exterior wall;
- The booth is approximately three hundred and forty square feet (340 sq. ft.) with two (2) large serving windows and is suitable for the dispensing of soft drinks and pre-packaged food.

Concession #2

- located on the lower-level promenade at the south-east corner of the building;
- The booth is approximately four hundred and ninety square feet (490 sq. ft.) and is equipped with natural gas, sinks and two (2) large serving windows. This facility is suitable for the preparation of fried and grilled foods.

This Agreement made the day of , 2025

Between:

The Corporation of the City of Pembroke, hereinafter referred to as “the Licensor”
of the first part;

And:

The Pembroke Junior ‘A’ Lumber Kings Hockey Club Ltd.
hereinafter referred to as “the Licensee”
of the second part.

1. Licenses Space

- a. From August 1, 2025 to April 30, 2027 the Licensor agrees to provide dressing rooms at the use of ice surface and all other necessary equipment and apparatus at the Pembroke Memorial Centre for the sole purpose of operating, annually, exhibition games and practices and the use of ice time at the Pembroke Memorial Centre for the sole purpose of conducting practices and hockey games.
- b. From August 1, 2025 to April 30, 2027 the Licensor agrees to permitting the use of an office (approx.. 140 square feet) on the lower promenade on the south side of the building east of the dressing rooms.
- c. From August 1, 2025 to April 30, 2027 the Licensor further agrees to the permitted use of a storage room immediately opposite Dressing Room #1 on the lower promenade on the south side of the building.
- d. From August 1, 2025 to April 30, 2027 the Licensor further agrees to grant to the Applicant the right to operate the concession at the Pembroke Memorial Centre under the terms of the license attached hereto and marked as Schedule B of this agreement.
- e. From August 1, 2025 to April 30, 2027 the Licensor further agrees to the permitted use of a storage room opposite the Coach’s Office (30’ x 7’) on the south side of the building.
- f. Dates and times for permitted use of the ice surface will be agreed upon with the City prior to each proceeding season.

2. License Fees

The rental of storage facilities, canteens, dressing room, St. John's Room and office will be \$523.69 per month plus H.S.T. or \$6,284.28 + H.S.T. per twelve (12) month period for the period from August 1, 2025 to July 31, 2026.

The rental of storage facilities, canteens, dressing room, St. John's Room and office will be \$549.87 per month plus H.S.T. or \$4,948.83+ H.S.T. per nine (9) month period for the period from August 1, 2026 to April 30, 2027.

The following schedule of ice rental fees is hereto agreed:

Fees – Pembroke Lumber Kings – August 1, 2025 to July 31, 2026

- A. For each regular season game for each hour \$158.36 + H.S.T.
- B. For each regular season game played on a statutory holiday including November 11 and each post-season playoff game in the Central Junior Hockey League, the sum of \$718.52 + H.S.T.
- C. For ice time for practices for each hour \$129.03 + H.S.T.
- D. For every pre-season exhibition game for each hour \$129.03 + H.S.T.
- E. For Hockey Schools and Conditioning Camp for each hour \$158.36 + H.S.T.

Fees – Pembroke Lumber Kings – August 1, 2026 to April 30, 2027

- F. For each regular season game for each hour \$166.28 + H.S.T.
- G. For each regular season game played on a statutory holiday including November 11 and each post-season playoff game in the Central Junior Hockey League, the sum of \$754.43 + H.S.T.
- H. For ice time for practices for each hour \$135.48 + H.S.T.
- I. For every pre-season exhibition game for each hour \$135.48 + H.S.T.
- J. For Hockey Schools and Conditioning Camp for each hour \$166.28 + H.S.T.

It is also agreed that the above fees will increase by the same percentage as would be applied to the Minor or Adult Sport Fees during the period of this Agreement.

Invoices will be issued monthly based on the hours used in the previous month along with rent and advertising monthly payment. Payment in full will be due that last business day of the month. Failure to pay invoice will result in cancellation of all

practice times until outstanding balance is paid in full. All outstanding balances after 90 days will result in cancellation of all home league games.

3. Cancellation of Ice Rentals

The Licensee agrees to notify the Licensors, 7 days prior to a booking, of any cancellation of ice rental. The penalty of fifty percent (50%) of the cost will be assessed for late cancellation and one hundred percent (100%) for no notification of ice rental cancellation. Such notice shall be given to the Licensors by a Director or Coach of the Pembroke Lumber Kings. The exception to the 7 days' notice of cancellation would apply only during playoffs.

4. Compliance with Laws and Regulations

The Licensee will comply with all laws, ordinances and regulations adopted or established by Federal, Provincial or Local Government agencies or bodies and by all facility rules and regulations as provided by the Licensors and the Licensee will require that its agents or employees likewise so comply.

5. Lien

The Licensors shall have the first lien against box office receipts and all property of the Licensee upon the premises of the Licensors for all unpaid rental fees and reimbursable expenses. The Licensors shall have the power to sell such property at public auction and to apply cash proceeds from such auction to the retirement of these unpaid charges.

6. Public Safety

The Licensee agrees, at all times, that he will conduct his activities with full regard to public safety and will observe and abide by all applicable regulations and requests by duty authorized governmental agencies responsible for public safety, and with the Licensors to ensure such safety.

- a. All portions of the sidewalks, entries, doors, passages, vestibules, halls, corridors, stairways, passageways and all ways of access to public utilities of the premises shall be kept unobstructed by the Applicant and shall not be used for any purpose other than ingress or egress to and from the premises by the Applicant.
- b. The Licensee agrees not to bring onto the premises any material substances, equipment or objects which are likely to endanger the life of, or to cause bodily injury to, and person on the premises or which is likely to constitute a hazard to property thereon without the prior approval of the Licensors.

- c. All fire exit doors must be open and not barred in any way from the public as per fire regulations. The Applicant may place doormen on the doors during the event if he wishes and all costs for same will be borne by the Licensee

7. Utility Connections

- a. The Licensee shall not install any wires, electrical appliances, plumbing fixtures or pipes without consent of the Licensors.
- b. The Licensee agrees that, where private electrical contractors are engaged to provide electrical services of any nature, such contractors will be required to produce necessary receipts indicating that application for Hydro Inspection has been made for each project. In the event of failure to produce such receipts the Applicant acknowledges that the Licensors reserves the right to disallow any and all electrical work to proceed.

8. Staffing

The Licensee shall secure all necessary staffing, including ticket takers, ticket sellers and uniformed ushers. The Licensors retains the right to determine the appropriate number of security and staff personnel necessary to properly serve and protect the public and shall arrange for and direct the security. The cost of security and/or OPP officers will be borne by the Licensee

Notwithstanding the generality of the foregoing, the Licensee shall provide a minimum of four (4) uniformed ushers during each season game.

9. Applicant's Property

The Licensors will not accept delivery of property addressed to the Licensee. The Licensee further indemnifies the Licensors from any claims or costs related to claims from any third party of loss or damage to property on the premises of the Licensors during the time covered by this agreement.

10. Storage

The Licensee assumes all responsibility for any goods or materials which may be placed in storage with the Licensors

11. Control of Facility and Right to Enter

- a. In renting the said space to the applicant, it is understood the Licensors does not relinquish the right to control the management thereof and to enforce all necessary laws, rules and regulations.

- b. **Owners Right of Entry:** In permitting the use of space hereinbefore mentioned, the Licensors does not relinquish and does hereby retain the right to enforce all necessary and proper rules for the management and operation of the said premises. Duly authorized representatives of the Licensors may enter the premises to be used, and all of the premises, at any time and on any occasion without any restrictions whatsoever. All facilities, including the area which is the subject of this permit, and all parking areas shall, at all times, be under the charge and control of the Licensors

In the case that the Pembroke Memorial Centre is declared an "Evacuee Centre" or such, the rentee shall, upon four (4) hours notice, remove equipment from the dressing room.

The Licensors reserves the right, upon forty-eight (48) hours notice, to request that the rentee remove equipment and belongings from various rooms for non-emergency use.

12. Agreement to Leave Premises

The Licensee agrees to maintain dressing rooms, office and storage space in a condition equal to that at the commencement date of this agreement, ordinary wear and use thereof only expected.

13. Payment for Damages

The Licensee agrees to pay costs of repair or replacement for any and all damages of whatever origin or nature which may have occurred during the term of this agreement in order to restore the licensed space or other parts of the Licensors premises affected by them.

14. Signs and Posters

The Licensee will not post, or allow to be posted, any signs, cards, or posters without the expressed consent of the Licensors

15. Unavoidable Happenings

If, for any reason, an unforeseen event occurs, including, but not limited to fire, casualty, labour strike, or other unforeseen occurrence which renders impossible the fulfilment of any term of this contract, the shall have no right to, nor claim for, damages against the Licensors or its agent(s).

16. Occupancy Interruption

In case the said facilities, or any part thereof, shall be destroyed or damaged by fire or any other cause, or if any other casualty or unforeseen occurrence shall render the

fulfillment of this agreement as impossible, this agreement shall terminate and the Licensee shall pay rental for said premises only up to the time of such termination. The said Licensee hereby waives any claim for damages or compensation should this contract be so terminated. The applicant may, with the approval of the Licensor, leave exhibits, equipment or show materials in the premises but the Licensee assumes full responsibility in accordance with the above.

17. Objectionable Persons

The Licensor reserves the right to eject, or cause to be ejected from the premises, any objectionable person or persons and neither the Licensor nor any of its officers, agents or employees shall be liable to the for any damages that may be sustained by the Licensee through the exercise, by the Licensor of such right.

18. Evacuation of Facility

Should it become necessary in the judgement of the Licensor to evacuate the premises because of a bomb threat or for other reasons of public safety, the Licensee shall retain possession of the premises for sufficient time to complete presentation of the activity providing such time does not interfere with another rental contract. If it is not possible to complete presentation of the activity, rental shall be prorated or adjusted at the discretion of the Licensor based on the situation and the Licensee hereby waives any claim for damages or compensation from the Licensor

19. Announcements

The Licensor reserves the right to make announcements during intermission which would relate briefly to future attractions. The Licensor is also entitled to make such announcements as the Licensor may deem necessary at any time in the interest of public safety. The Licensee agrees that it will co-operate and will cause its agents and performers to co-operate with the delivery of such announcements for public safety, including, but not limited to, announcements to require patrons to return to their seats.

20. Interruption or Termination of Activities

The Licensor shall retain the right to cause the interruption of any activity in the interest of public safety and to likewise cause the termination of such activity when, in the sole judgement of the Licensor, such act is necessary in the interest of public safety.

21. Advertising

- a. The Licensee is granted Advertising rights within the Pembroke Memorial Centre by the Licensor under a separate License Agreement.

- b. No advertising shall be placed on or within the building or elsewhere within the facilities by the Applicant and leaflets shall not be distributed by the Licensee unless first gaining approval by the Licensor

22. Removal of Property

The Licensee agrees that all materials pertinent to an event which are not the possession of the Licensor will be removed from the premises before the expiration date of this agreement. The Licensor shall be authorized to remove, at the expense of the Applicant, all materials remaining on the licensed space at termination date of this agreement. The Licensee shall be responsible for loss, damage or claims against material removed or stored under this provision. The Licensee agrees that the Licensor will have the first lien on such materials for payment of costs accrued for removal and storage.

23. Non Assignment

The Applicant will not assign, transfer or subject this agreement or its right, title or interest therein without the Licensor's prior written notice.

24. Default

Should the Licensee default in the performance of any of the terms or conditions of this contract, the City, at its option, may terminate same. Any deposit made by the Applicant to the City may be retained by the City and considered as liquidated damages.

25. Insurance

The Licensee shall supply, prior to commencing activities, the following items:

- a. A certified copy of the Licensee policy for at least the following limits:

The Contractor shall take out and keep in force during the term of the contract, a Comprehensive Policy of Public Liability and Property Damage insurance acceptable to the Corporation providing at least Five Million Dollars (\$5,000,000.00), exclusive of interest and cost, against loss or damage to, resulting from bodily injury to or death of one or more persons and loss of, or damage to, property and such policies shall name the Corporation as an additional insured thereunder and shall protect the Corporation against all claims for all damage or injury including death to any person or persons and for damage to any property of the Corporation or any other public or private property resulting from, or arising out of, any act by his servants or agents during the execution of the contract and the Contractor shall forward certified copies of the policies or certificates thereof to the Corporation's Chief Administrative Officer.

26. Ticket Sales

The Licensee agrees to not permit tickets or passes to be sold or distributed in excess of the established seating/standing capacity of 2,000.

27. Audit

The Licensee agrees to provide the Licensors at the earliest possible date following the conclusion of each hockey season, with an audited statement of the fiscal operation of the Club, prepared by a recognized firm of chartered accountants licensed to practice in the Province of Ontario.

28. People with Special Needs

The Licensors has the right to retain a certain number of seats for people who may be wheelchair bound or have walking difficulties.

In Witness Whereof the parties hereto have caused their corporate seal to be affixed on behalf of the proper Officers Authorized in that behalf or have signed, sealed and been witnessed. **Signed, Sealed & Delivered in the presence of**

First Part

The Corporation of the City of Pembroke

Ronald Gervais
Mayor

David Unrau
Chief Administrative Officer

Second Part

The Pembroke Junior "A" Lumber Kings Hockey Club Ltd.

Alex Armstrong
Owner



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

Date: 2025-09-02

Resolution No: 25-09-06

Moved by:

Seconded by:

Whereas, the Corporation of the City of Pembroke has the following interest:
Improving our schoolyards by creating outdoor learning spaces and tree canopy environments; and

Whereas, The Re-Nature Foundation is undertaking The Canadian Re-Nature School Program, which will be building outdoor learning spaces and planting trees at the elementary schools in Renfrew County District School Board; and

Be it resolved that the Council of the City of Pembroke acknowledges that The Re-Nature Foundation is applying for a funding opportunity from the Federation of Canadian Municipalities' "Growing Canada's Community Canopies" initiative for The Canadian Re-Nature School Program, which will be building learning spaces and planting trees at the elementary schools in Renfrew County District School Board, in partnership with the Corporation of the City of Pembroke.

Be it also resolved that the Council of the City of Pembroke also recognizes that the lifetime contribution from the "Growing Canada's Community Canopies" initiative will not exceed \$10 million for tree planting within our municipality, inclusive of a maximum contribution of \$1 million for infrastructure activity costs, and that if approved this project will be counted towards that limit.

Carried

Mayor



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

Date: 2025-09-02

Resolution No:

Notice of Motion

Deputy Mayor Abdallah

**Motion to Reconsider By-law Regarding Agreement with Federation of
Canadian Municipalities (FCM) Green Municipal Fund Grant**

WHEREAS Council of the Corporation of the City of Pembroke previously decided to withdraw the by-law authorizing the City to enter into an agreement with the Federation of Canadian Municipalities Green Municipal Fund (GMF) for a grant of \$500,000, intended to support the lease and use of two electric mini-buses in Year Two and Year Three of the City's three-year public transit pilot project; and

WHEREAS subsequent review, community feedback, and consideration of program objectives indicate that it is in the public interest to revisit that decision.

THEREFORE BE IT RESOLVED THAT notice is hereby given of a motion to reconsider Council's decision to pull the by-law authorizing the entering into an agreement with the Federation of Canadian Municipalities Green Municipal Fund for a \$500,000 grant to support the lease of two electric mini-buses for Years Two and Three of the City of Pembroke public transit pilot project.

The Corporation of the City of Pembroke

By-law Number 2025-68

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 Second day of September 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 September 2nd, 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 2nd Day of September 2025

Ron Gervais
Mayor

Victoria Charbonneau
Municipal Clerk