



# Agenda

## Council Meeting

Tuesday, September 16, 2025  
Council Chambers  
Following Striking 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 – September 2, 2025
  - ii. Adopt minutes from Committees
    - a. Striking Committee – July 15, 2025
  - iii. Receive minutes from Local Boards
    - Pembroke Heritage Murals Committee – September 3, 2025
5. **Delegations and Presentations**
6. **Business Arising from Delegations and Presentations**
7. **Staff and Committee Reports**
  - a. Operations Committee – Endorsement of the UOV OPP Community Engagement Plan Key Priorities
  - b. Striking Committee – Pembroke Waterfront Advisory Committee Member Appointment
  - c. Striking Committee – Waterfront Development Advisory Committee Member Appointment
8. **Proclamations**
  - a. National Legion Week – September 21-27, 2025
  - b. Franco-Ontarian Day – September 25, 2025
  - c. Test Your Smoke Alarm Day – September 28, 2025
  - d. National Day for Truth and Reconciliation – September 30, 2025
  - e. Fire Prevention Week – October 5-11, 2025
9. **By-laws**

- a. 2025-64 Green Municipal Fund/FCM Grant Agreement – slated for reconsideration
- b. 2025-69 Zoning By-law Amendment – 231 Cecelia Street
- c. 2025-70 Official Plan Amendment – 350 International Drive
- d. 2025-71 Zoning By-law Amendment – 350 International Drive
- e. 2025-72 Lifting of a 1-Foot Reserve for 730 Cecelia Street

**10. Motions**

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

**11. Correspondence**

**12. Mayor's Report**

**13. Notices of Motion**

**14. Councillor Updates**

**15. Closed Session**

**16. Business Arising from Closed Session**

**17. Confirming By-law**

- Confirming By-law 2025-73

**18. Adjournment**

# Draft City of Pembroke Council Meeting

Council Chambers  
Pembroke, Ontario  
September 2, 2025  
8:28 p.m.

## 1. Call to Order

### Present:

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  
Chair Gervais called the regular meeting of Council to order at 8:28 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 – August 12, 2025

### **Resolution 25-09-01**

Moved by Deputy Mayor Abdallah

Seconded by Councillor Kuehl

That the minutes of the Regular Meeting of Council of August 12, 2025, 2025, be approved as circulated.

**Carried**

- ii. Adopt minutes from Committees
  - a. Combined Committee – August 12, 2025

### **Resolution 25-09-02**

Moved by Councillor Lafreniere

Seconded by Councillor Jacyno

That the minutes of the Combined Committee meeting held on August 12, 2025, be adopted as circulated.

**Carried**

- 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. By-law 2025-66 Parking By-law Amendment

**Resolution 25-09-03**

Moved by Councillor Jacyno

Seconded by Councillor Plummer

That By-law 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, 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 2025-67

**Resolution 25-09-04**

Moved by Councillor Lafreniere

Seconded by Councillor Purcell

That By-law 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, be adopted and passed;

And further that the said by-law be signed by the Mayor and Clerk and sealed with the seal of the Corporation.

**Carried**

**10. Motions**

a. Re-Nature School Program

**Resolution: 25-09-05**

Moved by Councillor Plummer

Seconded Deputy Mayor Abdallah

**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****11. Correspondence**

- a. Integrity Commissioner Report dated July 2, 2025

**Resolution: 25-09-06**

Moved by Councillor Plummer

Seconded by Councillor Kuehl

That the Integrity Commissioner Report dated July 2, 2025 be posted on the City of Pembroke website on the Integrity Commissioner Page.

**Resolution: 25-09-07**

Moved by : Councillor Jacyno

Seconded by : Deputy Mayor Abdallah

That City of Pembroke Council accept the Integrity Commissioner Report dated July 2, 2025 as information.

**12. Mayor's Report**

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

- July 25 – attendance at the Pembroke Legion MYFM Fundraiser for the Legion memorial crosswalk.
- July 25 – Attendance at the Christmas in July Night Market
- August 8 – Attendance at Upper Ottawa Valley Jay's Care Field.
- August 9 – Attendance at the Kids and Cops Fishing Derby at the Pembroke Marina
- August 14 – Attendance at a Pembroke Regional Hospital event with CAO and other dignitaries to meet with incoming medical residents.
- August 18 – Attendance at the AMO conference to take part in a number of delegations.
- August 28 – Attendance at a commemoration event held at the Grind to unveil a plaque to serve as a lasting tribute to those that have been lost due to overdose.

**Resolution: 25-09-08**

Moved by : Councillor Kuehl

Seconded by : Councillor Plummer

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

**Carried****13. Notices of Motion**

Councillor Kuehl addressed the Chair with a point of order concerning the Notice of Motion to be brought forward by Deputy Mayor Abdallah. Councillor Kuehl indicated that per his recollection:

- the Deputy Mayor did not vote in favour of the motion he was bringing forward for reconsideration indicated on the agenda (contravention of section 9.2.1.4 of Procedural By-Law 2020-61)

- the Deputy Mayor was not present for the taking of the original vote (August 12, 2025) (contravention of section 9.2.1.5 of Procedural By-Law 2020-61)

It was confirmed that the Deputy Mayor was present for the August 12<sup>th</sup> 2025 meeting and voted with the majority on the matter.

Deputy Mayor Abdallah presented the notice of Motion to Reconsider the Agreement with the Federation of Canadian Municipalities (FCM) Green Municipal Fund Grant to be debated at the September 16 Council meeting.

#### **14. Councillor Updates**

Councillor Jacyno

- Highlights on the Buskerfest and noted that the drone show was very good.

Deputy Mayor Abdallah

- Highlights on the Buskerfest and the community and teamwork that was in place to run the second annual event
- Special note was made regarding Councillor Purcell and his family who dedicated copious amounts of time during the event.

Councillor Lafreniere

- Highlights of the Buskerfest and the time spent by community businesses and volunteers to run a successful and well attended event.
- A list of volunteers were listed and congratulated on their great efforts for the Buskerfest event and their countless contributions to the community and events.

#### **15. Closed Session**

##### **Resolution 25-09-09**

Moved by Councillor Purcell

Seconded by Councillor Lafreniere

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)(e).**

More specifically as it relates to:

- a. 273 Victoria Street
- b. Waterfront Development

**Carried**

#### **16. Business Arising from Closed Session 10:45 p.m.**

#### **17. Confirming By-law**

- Confirming By-law 2025-68

##### **Resolution: 25-09-10**

Moved by Councillor Plummer

Seconded by Councillor Deputy Mayor Abdallah

That By-law 2025-68 to confirm the proceedings of the Regular Meeting of Council of September 2, 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: 25-09-10**

Moved by Councillor Plummer

Seconded by Councillor Kuehl

That the September 2, 2025, regular meeting of Council adjourn at 10:45 p.m.

**Carried**

Mayor Ron Gervais  
Chair

Victoria Charbonneau  
Municipal Clerk

# Draft Striking Committee Meeting

Council Chambers  
Pembroke, Ontario  
July 15, 2025  
7:40 p.m.

## 1. Call to Order

### **Present:**

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

### **Also, Present:**

David Unrau, Chief Administrative Officer/Deputy Clerk  
Victoria Charbonneau, Municipal Clerk

Mayor Gervais called the meeting to order at 7:40 p.m.

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

There were no pecuniary interests declared.

## 3. Approval/Amendment of Meeting Agenda

### **Resolution: S25-07-01**

Moved by Deputy Mayor Abdallah

Seconded by Councillor Plummer

That the agenda of the Striking Committee meeting of July 15, 2025, be approved as circulated.

**Carried**

## 4. Approval of Minutes

a. Striking Committee – June 3, 2025

### **Resolution: S25-07-02**

Moved by Councillor Plummer

Seconded by Councillor Purcell

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

**Carried**

## 5. Business Arising for Minutes

There was no business arising from the minutes.



**6. Closed Session****7. Business Arising from Closed Session****8. New Business**

- a. Waterfront Development Committee – Terms of Reference – Committee Representatives. The report was presented, and a discussion was had on the following:
- Generally, this council has been interested in leasing land only
  - What is required at the site to prepare for lease? Does city have to build the facility and have a space for lease to private entities?
  - Focus on both local and external potential developers
  - Recommendation to visit the Hexagon in Deep River as an example of potential development for the space
  - A development that would provide food and drink, with indoor rental options for indoor space, and ensure the space is zoned accordingly
  - Consultation with the planning department etc. to determine parking requirements for the development etc. once a best use is determined
  - Mixed use, restaurant, community space
  - In order to support a “draw” to the business housed on the leased space, development plan should consider alternative parking for boaters with trailers. Potential marina expansion more slips for short visits
  - Community oriented types of organizations or businesses
  - Public consultation is important as well
  - Reporting timeline – by Spring 2026

**Resolution: S25-07-03**

Moved by Councillor Jacyno

Seconded by Councillor Lafreniere

That the Striking Committee approve a terms of reference to guide the work of the Waterfront Development Advisory Committee, as presented.

**Carried**

- b. Member Appointment – County of Renfrew Joint City/County Liaison Committee and Member Resignation from the Pembroke Waterfront Planning Advisory Committee Clerk Charbonneau presented the report.

**Resolution: S25-07-04**

Moved by Deputy Mayor Abdallah

Seconded by Councillor Lafreniere

That the City of Pembroke Striking Committee appoint Councillor Purcell, to the County of Renfrew Joint City/County Liaison Committee; and, furthermore, that the Striking Committee direct staff to advertise for a position on the Pembroke Waterfront Planning Advisory Committee and bring back to Striking Committee for review at a future meeting, as presented.

**Carried**

**9. Adjournment****Resolution: S25-07-05**

Moved by Councillor Purcell

Seconded by Councillor Plummer

That the Striking Committee meeting of July 15, 2025 adjourn at 8:24 p.m.

**Carried**

## ***PEMBROKE HERITAGE MURALS@ since 1989***

***September 3<sup>rd</sup> @ 1:30 pm***

***1989 -2025 Thirty Six years of Volunteers dedicated to Pembroke's Outdoor Art Gallery***

**PRESENT:** Pamela Dempsey, Jane Kielman, Councillor Ed Jacyno, Claudia Gadinger

**REGRETS:** Dennis Corrigan

**AGENDA:** MOTION by Jane APPROVED

**MINUTES:** July 2<sup>nd</sup> MOTION by Jane APPROVED

**CORRESPONDENCE:** Salthill Property Management, Marketing Coordinator of Pembroke Mall, Ottawa: Would like to collaborate with PHM and your artists for an inside mural at the Mall. Looking for creative ideas: budget \$1,000.00. Brief discussion: Committee agreed the 'budget is a joke': unable to collaborate with her at this time, can provide artist names. Pam will email Jayne Brophy before she replies to Ms. Oduwole.

### **FINANCIAL REPORT:**

General Acct 08/31: \$ 4,019.19 \*Before tax rebates. July Statement not received from Accounts Payable.  
Pam, cash expenses: \$ 766.57 \* [paint, clear coat, trays, brushes, masking tape, ink/printer]

MOTION by Ed APPROVED

### **BUSINESS ARISING:**

Primary M&R:

**'Champlain Trail':**

Water reflection not done to our satisfaction: we will have it redone another time.

Dennis has taken new photos of the four portraits to be used next time for restoration.

**'Canadian Armed Forces-At The Ready'**

08/26 Pam met with Dave Unrau CAO to discuss extra assurance for James Bell, property owner. The Intact document received in May not enough for him. Ed had suggested a rider on the Intact Policy: Ed had spoken with Dave about this. Pam reiterated a rider on one mural for a short term or, ask the City's lawyer to write Mr. Bell: two options that would work. This mural is a significant City asset: we need to repair seams before the weather gets too cool. We might have six weeks at best to do this. Mr. Unrau will follow this up right away.

Pam asked Committee a few weeks ago to consider raising the replacement value of 'At The Ready'. After discussing this, Jane made a Motion to raise the value to \$60,000.00. Ed, second the Motion. APPROVED.

Pam will update the List of Murals & Replacement Values immediately and send to Mr. Unrau. The Total Replacement Value of 35 murals is \$ 1, 339,000.00.

### **“The Timber Raft”:**

On 08/25 Ed, Dennis, Jane & Pam met Matt Walsh, Walsh Bros. Pembroke, at this mural to discuss how the frame on the right side [facing] can be repaired. Both Bryan Walsh & Matt agreed the best way was to remove panels on that side; jack the frame up some more; replace some struts and other wood as needed; re-install the panels.

Matt: ‘It will take two days and not be expensive’. We approved the work on site. It will be done this fall using ladders and scaffold. Pam will notify Joe Brown of the coming work.

Pam suggested the panels have a clear coat applied once the work is done to protect them over the winter. The panels will have new screw nail holes as the original ones cannot be used again. This will be done as part of the fall cleanup of weeds etc. by the Committee.

### **Diversity, Inclusion & Belonging’:**

After waiting several weeks for permission to apply a QR Code above the artists’ names on the mural, Jane went ahead and did it. It is a 2 inch by 2 inch waterproof sticker produced by Speed Pro Signs. Many people are going to this mural now that it has been incorporated into the new Guidebook. Unfortunately, the full description is not in the Guidebook. Explaining various symbols in the mural is important.

### Minor M&R:

**“Peter White”:** Jane cut back very tall thick weeds here: cleaned up shoes and other garbage among dense weeds.

**‘Old Time Fiddling & Stepdancing’:** Dennis repaired the Title plaque and gave it to Pam, however Pam can’t find it!

**‘Mackay Street Arena 1905-1951’:** 08/25 Dennis & Pam went to the site to repair a corner of one panel that was loose. Dennis used his tall ladder. Alien Tape and a couple of screw nails were used. Pam will ask Joe Brown if he could use their scissor lift to secure two corners at the top of the mural with screws.

**‘The Mayors of Pembroke - A Portrait Gallery 1877-2014’:** The Mayor H. Metcalf [1882] portrait was replaced by Speed Pro Signs the week of August 12<sup>th</sup>.

**‘The Pioneers of Pembroke Township 1820-1850’:** We have not applied more paint to the lower frame yet.

**‘A Century of Service 1896-1997’:** Over five trips in August, Pam has repaired and painted the lower part of the wheelchair.

### Other:

**‘CPR Water Tower’, Original Painting:** The Committee has been asked to be on the lookout for weathered wood or a plank of barn wood for this painting; it is 10 inches wide by 72 inches long & wraps around the water tower drum. We need to mount this on something appropriate that’s a few inches longer and wider. John Ellenberger made the metal drum to mount his original painting on. It measures 50 inches high by 24 inches wide. Ed suggested some time ago that this smaller version of a CPR Water Tower be sold to railway enthusiasts: it is a difficult original to display as it takes up floor space.

Trish Legault: Pam met Trish 08/13 at **‘The Timber Raft’** mural site: a hot day so we sat at the picnic bench in the shade and chatted. Trish is a Veteran and has recently graduated from the Ottawa School of Art. She is

interested in working on repairs for us. Pam described repairs needed at **'The Timber Raft' & 'At The Ready'**. Trish has been advised that repairs at 'The Timber Raft' will be delayed due to repairs on the frame, and that we expect to have the required permission to go ahead with repairs to **'At The Ready'**.

### **NEW BUSINESS:**

The Committee had been asked to think of public places to donate Original Paintings to, starting with 'Thomas Pink'. Ed suggested the Renfrew County building. A great idea, **'Thomas Pink'** would fit with area's history in manufacturing. The County building is a large space; it can handle more than one painting.

Pam has been in touch with DM Brian regarding the Volunteers at Community Garden. We have offered to give each Volunteer a T-shirt, we have 27 on hand for them to choose from. Brian flipped a PHM email to the 14 Volunteers this week. Pam will be at the Farmers Market on Lake St. Saturday September 6<sup>th</sup> from 9:30am to 10am @ the picnic table on the street side of the building. They can choose a T for themselves or someone else.

Pam contacted **Marillyn Saffery** recently asking if she knew anyone who is talented and might be interested in working on mural repairs for PHM. They need to be able to work on ladders and use lift units. She has a few people in mind. Marillyn was one of our primary artists for many years. She painted **'The Unity Mural'** in 1998, Barbara Blackstein designed the mural; **'A Celebration of Rural Living'** in 1994 from Barbara Blackstein's poster for the 1994 Plowing Match; **'The Mayors of Pembroke 1877-2014'** in 2012 assisted by Shauna Torgerson. Marillyn repaired many murals over the years. She is a currently teaching art therapy in the area.

Claudia has been part of the PHM Committee for a year or so now. We mentioned a few months ago that we would like her to have a vote. At the time she didn't know if her contract would be renewed with the City's Parks & Rec. Dept. Ed congratulated her. Claudia will ask Jordan about our request for her to have a vote. We have enjoyed her participation in PHM. Claudia said they have some PHM souvenirs left: the Guidebook has been well received.

### **Announcement:**

Pam announced her retirement as Chair of PHM effective the end of this Municipal Term. Jane was asked if she was interested in stepping in. Reply, no. The next fifteen months will be a period of planning and transition of how PHM will continue to maintain Pembroke's Outdoor Art Gallery. The PHM Committee has operated this way since 1989 and will cease December 2026. Pam was elected Chair in February 1995.

\*Note: Pam phoned Dennis immediately after the meeting to ask him the same as Jane. Reply, no.

**Adjourn:** 2:44 pm

Next Meeting: October 1st

***Touring murals is a safe activity***



Tuesday, September 16, 2025

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

Moved by:

Seconded by:

That the City of Pembroke Council endorses the identified priorities of the Upper Ottawa Valley OPP Engagement Plan as follows:

- Public safety and crime prevention
- Community engagement and partnerships
- Support for vulnerable populations
- Traffic and road safety
- Emergency response and preparedness

**Carried**

Mayor



Tuesday, September 16, 2025

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

Moved by:

Seconded by:

That the City of Pembroke Council appoint \_\_\_\_\_ to the Waterfront Advisory Committee.

**Carried**

Mayor



Tuesday, September 16, 2025

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

Moved by:

Seconded by:

That the City of Pembroke Council appoint \_\_\_\_\_ to the Waterfront Development Committee.

**Carried**

Mayor



By virtue of the power vested in me

I Do Hereby Declare

**September 21-27, 2025**

as

**National Legion Week**

in the City of Pembroke.

**Whereas** the Ontario Provincial Command of the Royal Canadian Legion represents nine Districts which includes 390 Branches, with a membership of over 89,000; and

**Whereas** the Legion is a non-profit organization assuming the responsibility of maintaining the tradition of Remembrance of those who paid the supreme sacrifice by defending our great nation in past and present conflicts, so that we as Canadians can live in the freedom that we enjoy today; and

**Whereas** the Legion continues to support and represent our Veterans of past and present with many benefits as a result of the determination of our thousands of dedicated members at all levels of the organization; and

**Whereas** Legion Branches across the province work together with their affiliated organization, the Ladies' Auxiliary, to raise funds in support of the many programs within Ontario Command of the Royal Canadian Legion; and

**Whereas** with millions of dollars being raised from Branch and Ladies' Auxiliary projects, the Legion supports numerous programs benefitting Veterans, seniors and youth within our communities.

**Therefore, be it resolved that** I, Ron Gervais, Mayor of the City of Pembroke, proclaim September 21-27, 2025 as National Legion Week throughout the City of Pembroke.

Dated in the Mayor's Office this 16<sup>th</sup> day of September 2025

Ron Gervais  
Mayor, City of Pembroke

By virtue of the power vested in me

I Do Hereby Declare

September 25, 2025

as **"Franco-Ontarian Day"**

in the City of Pembroke.

**Whereas** The Franco-Ontarian Day Act recognizes that Franco-Ontarians commemorate September 25<sup>th</sup> to celebrate their language and heritage and also take pride in their collective accomplishments; and

**Whereas** by proclaiming September 25<sup>th</sup> as Franco-Ontarian Day, this Act officially recognizes the contributions of the Francophone community of Ontario to the social, economic and political life of the Province and the community's importance in Ontario's society; and

**Whereas** 2025 marks the 50<sup>th</sup> Anniversary of the Franco-Ontarian flag; and

**Whereas** there are more than 600,000 Francophones in Ontario, the largest Francophone community outside of Quebec; and

**Whereas** Franco-Ontarian Day has become an annual occasion to celebrate the Francophone community.

**Therefore:** I, Ron Gervais, Mayor of the City of Pembroke, do hereby proclaim September 25<sup>th</sup>, 2025 as "Franco-Ontarian Day" in the City of Pembroke.

Dated in the Mayor's Office this 16<sup>th</sup> day of September, 2025

Ron Gervais  
Mayor, City of Pembroke

By virtue of the power vested in me

I Do Hereby Declare

September 28, 2025

as **"Test Your Smoke Alarm Day"**

in the City of Pembroke.

**Whereas** the City of Pembroke is committed to ensuring the safety and security of all those living in and visiting our City; and

**Whereas** fire is a serious public safety concern both locally and nationally, and homes are the locations where people are at greatest risk from fire; and

**Whereas** home fires result in an average of 24,000 fires, 3,100 injuries, and 377 deaths each year in Canada; and

**Whereas** one-third of fatal fires in Canada do not have working smoke alarms; and

**Whereas** working smoke alarms significantly reduce the risk of dying in home fires; and

**Whereas** the Pembroke Fire Department is dedicated to reducing the occurrence of home fires and home fire injuries through prevention and protection education; and

**Whereas** the City of Pembroke's residents are responsive to public education measures and are able to take personal steps to increase their safety from fire, especially in their homes; and

**Whereas**, September 28, 2025, has been declared as "Test Your Smoke Alarm Day" in the Province of Ontario, to ensure Ontarians are prepared to be 'Saved by the Beep' with a working smoke alarm as it is your best chance to keep you and your family safe in the event of a fire.

**Therefore:** I, Ron Gervais, Mayor of the City of Pembroke, do hereby proclaim September 28, 2025, as "Test Your Smoke Alarm Day" throughout this City, and I urge all the people of Pembroke to check their smoke alarms, and to support this public safety effort of the Pembroke Fire Department.

Dated in the Mayor's Office this 16<sup>th</sup> day of September 2025

Ron Gervais  
Mayor, City of Pembroke

By virtue of the power vested in me

I Do Hereby Declare

September 30, 2025

as **"National Day for Truth and Reconciliation"**

in the City of Pembroke.

**Whereas** the Truth and Reconciliation Commission released its final report on June 2, 2015, which included 94 Calls to Action to redress the legacy of residential schools and advance the process of Canadian reconciliation; and

**Whereas** the discoveries of remains and unmarked graves across Canada have led to increased calls for all levels of government to address the recommendations in the TRC's Calls to Action; and

**Whereas** all Canadians and all orders of government have a roll to play in reconciliation; and

**Whereas** Recommendation #80 of the Truth and Reconciliation Commission called upon the federal government, in collaboration with Aboriginal peoples, to establish, as a statutory holiday, a National Day for Truth and Reconciliation to ensure that public commemoration of the history and legacy of residential schools remains a vital component of the reconciliation process and September 30<sup>th</sup> has been identified as that day.

**Therefore**, I, Ron Gervais, Mayor of the City of Pembroke, do hereby proclaim September 30, 2025, as National Day for Truth and Reconciliation Day in the City of Pembroke, and encourage all to join in this observance.

Dated in the Mayor's Office this 16<sup>th</sup> day of September 2025

Ron Gervais  
Mayor, City of Pembroke

By virtue of the power vested in me  
I Do Hereby Declare  
October 5-11, 2025  
as **"Fire Prevention Week"**  
in the City of Pembroke.

**Whereas**, the City of Pembroke is committed to ensuring the safety and security of all those living in and visiting of city; and

**Whereas**, fire remains a serious public safety concern both locally and nationally, and the presence of lithium-ion batteries in many household devices introduces unique fire risks; and

**Whereas**, most of the electronics used in homes daily, including smartphones, tablets, laptops, power tools, e-bikes, e-scooters, and toys, are powered by lithium-ion batteries, which if misused, damaged, or improperly charged, can overheat, start a fire, or explode; and

**Whereas**, the fire service reports an increase in battery-related fires, underscoring the need for public education on the safe use of lithium-ion batteries; and

**Whereas**, residents should follow three key calls to action: buy only listed products; charge batteries safely; and recycle them responsibly to prevent battery-related fires; and

**Whereas**, lithium-ion batteries store a large amount of energy in a small space, and improper use such as overcharging, using off-brand chargers without safety certification, or exposing batteries to damage can result in fire or explosion; and

**Whereas**, the proper disposal and recycling of lithium-ion batteries helps prevent environmental hazards and reduce fire risks in the home and community; and

**Whereas**, the Pembroke Fire Department is dedicated to reducing the occurrence of fires through prevention, safety education, and community outreach; and

**Whereas**, the 2025 Fire Prevention Week theme, "Charge into Fire Safety: Lithium-Ion Batteries in Your Home," serves to remind us of the importance of using, charging, and recycling lithium-ion batteries safely to reduce the risk of fires in homes and communities.

**Therefore**, I, Ron Gervais, Mayor of Pembroke do hereby proclaim October 5-11, 2025, as Fire Prevention Week throughout the City and I urge all the residents of Pembroke to check their smoke alarms, learn of the importance using, charging and recycling lithium-ion batteries safely during Fire Prevention Week 2025, and support the many public safety activities and efforts of the Pembroke Fire Department and all fire departments across Ontario.

Dated in the Mayor's Office this 16<sup>th</sup> day of September 2025

Ron Gervais  
Mayor, City of Pembroke

**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 16th Day of September, 2025.**

---

Chair  
Ron Gervais Mayor

Victoria Charbonneau  
Clerk



FEDERATION  
OF CANADIAN  
MUNICIPALITIES

FÉDÉRATION  
CANADIENNE DES  
MUNICIPALITÉS

**GREEN MUNICIPAL FUND GRANT AGREEMENT  
GMF DFC-22-0031**

This Grant Agreement is hereby made and entered into

**BETWEEN:**

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

(“**FCM**”)

and

**THE CORPORATION OF THE CITY OF PEMBROKE**, an Ontario corporation and having a place of business at 1 Pembroke St E, Pembroke, ON, K8A 3J5.

(“**Recipient**”)

FCM and the Recipient shall be referred to individually as a “**Party**” and collectively as the “**Parties**”.

The Agreement, including all the schedules described below, constitutes the entire understanding and agreement between the Parties (“**Agreement**”) and supersedes all prior correspondence, offers, negotiations, agreements, or other communications between the Parties relating to the subject matter hereof, whether oral, written or electronic. No changes or modification to the Agreement shall be binding upon a Party unless in writing and signed by both Parties.

The Agreement will be effective commencing on the date of last signature below (“**Effective Date**”) and shall end on March 27, 2028 (“**Term**”) unless earlier terminated in accordance with the provisions of the Agreement.

**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 C – Recipient’s Specific Terms and Conditions  
Schedule D – Request for Contribution Template  
Schedule E – Project Progress Report Template  
Schedule F – Project Completion Report Template

In witness whereof, the Parties have executed the Agreement through their duly authorized officials.

**FEDERATION OF CANADIAN MUNICIPALITIES**

**THE CORPORATION OF THE CITY OF  
PEMBROKE**

Per: \_\_\_\_\_  
Rachel Deslauriers

Per: \_\_\_\_\_  
Ron Gervais  
Mayor

Senior Manager, Business Development & Funding  
– Net Zero Acceleration Programs

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Per: \_\_\_\_\_  
David Unrau

CAO

Date: \_\_\_\_\_

## SCHEDULE A - GENERAL TERMS AND CONDITIONS

### 1. DEFINITIONS

Whenever used in the Agreement 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.

### 2. GRANT

2.1 Grant Purpose - 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 Grant Amount - 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 **Grant Expiration Date** – 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 **Grant Disbursement** – 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 **Audit** – 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 Copyright – 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 License – 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 Public Recognition – 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 Communication – 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 Confidentiality – 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 constituting 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**

15.1 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 Release - 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 Indemnification - 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 Further Assurances - 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 Notices and Requests – 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 Relationship of the Parties - 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 Amendment - Any amendment of any provision of the Agreement, including the Schedules, must be in writing and signed by both Parties.
- 16.4 Choice of Language - 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 Governing Law -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 Choice of Forum - 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 Effectiveness - 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 Severability - 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 Waiver of Rights - 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 Entire Agreement - 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 Headings - 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 Gender and Number - 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 Counterparts - 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 Survival - 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
<b>Section A: Costs incurred prior to date application received by FCM</b>		
(1) Pre-application	Costs to write the GMF application incurred up to 90 days prior to application receipt date	All other costs incurred prior to application receipt date
<b>Section B: Costs incurred after date application received by FCM</b>		
(2) Administrative	Administrative costs that are directly linked to and have been incurred for the Project, such as: <ul style="list-style-type: none"> <li>• communication costs (e.g. long-distance calls)</li> <li>• permits or certifications required for the Project</li> <li>• printing or photocopying by outside suppliers</li> <li>• acquisition of documents used exclusively for the project</li> <li>• document translation</li> </ul>	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: <ul style="list-style-type: none"> <li>• fees for advertising development</li> <li>• fees for media distribution</li> <li>• website development</li> <li>• public surveys</li> </ul>	<ul style="list-style-type: none"> <li>• 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</li> <li>• Promotional items</li> </ul>
(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	<ul style="list-style-type: none"> <li>• Any major capital costs</li> <li>• Purchase or lease of real property</li> </ul>
(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: <ul style="list-style-type: none"> <li>• facility rental</li> <li>• audiovisual equipment rental</li> </ul>	Any hospitality expenses such as: <ul style="list-style-type: none"> <li>• food, drink and alcohol</li> <li>• door prizes</li> <li>• entertainment</li> <li>• decorations, flowers, centrepieces</li> </ul>



(8) Services	Fees for professional or technical consultants and contractors.	Costs for engineering studies, audit 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	<p>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:</p> <ul style="list-style-type: none"> <li>• 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.</li> <li>• fringe benefit: in accordance with the Eligible Recipient's policies, as follows: <ul style="list-style-type: none"> <li>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</li> <li>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</li> </ul> </li> </ul> <p><b>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.</b></p>	<ul style="list-style-type: none"> <li>• In-kind contribution of services</li> <li>• Overtime pay</li> <li>• Bonuses/performance pay</li> <li>• Fringe benefits such as: sick days, pension plan, maternity leave, parental leave, any other fringe benefits not listed as eligible</li> <li>• Costs related to ongoing or other regular business activities and not specifically required for the Project.</li> <li>• Staff wages while receiving training or attending learning events.</li> <li>• Professional membership fees or dues.</li> <li>• 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.</li> </ul>
(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.	<ul style="list-style-type: none"> <li>• Travel and associated expenses of a partner in the Project.</li> <li>• Travel, accommodation and fees to attend conferences, missions, trade shows, etc.</li> </ul>
(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.

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

Replicability: 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 CO<sub>2</sub> 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:

WORK PLAN AND BUDGET				
Milestones	Cost Category	Eligible Cost (\$)	Ineligible Cost (\$)	Total Cost (\$)
<b>Milestone 1: Transit Service Procurement</b>	<b>Start date:</b>	08/2024	<b>End date:</b>	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
<b>Milestone 1 Subtotal</b>				<b>\$45,380</b>
<b>Milestone 2: Transit Service Development</b>	<b>Start date:</b>	01/2025	<b>End date:</b>	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
	(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
<b>Milestone 2 Subtotal</b>				<b>\$220,734</b>

<b>Milestone 3: Transit Launch and Delivery of On-Demand Pilot Services to Residents</b>	<b>Start date:</b>	04/2025	<b>End date:</b>	03/2027
Project Management	(8) Services	\$10,190		\$10,190
	(9) Staff remuneration	\$6,813		\$6,813
	(13) Taxes	\$197		\$197
	(12) Travel and accommodation	\$1,000		\$1,000
Advertise Launch, Conduct Open Houses, Promote Services	(11) Transportation, shipping, and courier charges	\$4,900		\$4,900
	(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
	(13) Taxes	\$185		\$185
<b>PILOT ON DEMAND TRANSIT FOR TWO YEARS</b>				
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
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 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 hours of service for two vehicles per month	(8) Services	\$678,271		\$678,271
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
<b>Milestone 3 Subtotal</b>				<b>\$2,792,442</b>
<b>Milestone 4: Evaluate Pilot Project Success</b>	<b>Start date:</b>	01/2027	<b>End date:</b>	12/2027
Final Project Review, including calculation of GHG savings	(8) Services	\$10,000		\$10,000
Taxes	(13) Taxes	\$176		\$176
<b>Milestone 4 Subtotal</b>				<b>\$10,176</b>
<b>Subtotal – All Phases</b>		<b>\$3,023,300</b>	<b>\$45,300</b>	<b>\$3,068,600</b>

<b>Total Eligible Costs</b>	<b>\$3,023,300</b>
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<b>Contingency costs: Have you included room for contingencies in some or all of your task costs? Please explain.</b>
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.

<b>Other Notes:</b>
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
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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%
<b>TOTAL</b>			<b>\$3,068,600</b>	<b>100%</b>

#### 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.

Payment and reporting table: 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:
<b>Progress Report</b> <ul style="list-style-type: none"> <li>Schedule E – Project Progress Report</li> <li>Evidence that Milestones were completed to date</li> <li>Updated Project Workbook <ul style="list-style-type: none"> <li>Sources of Funding</li> <li>Payment and reporting table</li> <li>Expense Claim</li> </ul> </li> <li>Additional conditions: None</li> </ul>	n/a	n/a	n/a
<b>Final Contribution</b> <ul style="list-style-type: none"> <li>Schedule D – Request for Contribution</li> <li>Schedule F – Project Completion Report</li> <li>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 <ul style="list-style-type: none"> <li>Sources of Funding</li> <li>Payment and reporting table</li> <li>Expense Claim</li> </ul> </li> <li>Final report</li> <li>Additional conditions: None</li> </ul>	15/Jan/28	15/Feb/28	<ul style="list-style-type: none"> <li>\$500,000 less the amount of any previous contributions or</li> <li>50% of Eligible Costs then incurred by the Recipient</li> </ul>

## 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



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<p><u>To the Recipient:</u></p> <p>The Corporation of the City of Pembroke 1 Pembroke St E Pembroke, Ontario K8A 3J5</p> <p>Attention: Angela Lochtie Treasurer/Deputy Clerk</p> <ul style="list-style-type: none"><li>• telephone: 613-735-6821</li><li>• by electronic mail: alochtie@pembroke.ca</li></ul> <p>Alternate Contact:</p> <p>Attention: Marsha Hawthorne Deputy Treasurer</p> <ul style="list-style-type: none"><li>• telephone: 613-735-6821</li><li>• by electronic mail: mlhawthorne@pembroke.ca</li></ul>	<p><u>To FCM:</u></p> <p>Federation of Canadian Municipalities 24 Clarence Street Ottawa, Ontario K1N 5P3</p> <p>Attention: GMF Legal Services</p> <ul style="list-style-type: none"><li>• By Electronic mail: <a href="mailto:fundinglegalservices@fcm.ca">fundinglegalservices@fcm.ca</a></li></ul> <p>General contact: Green Municipal Fund</p> <ul style="list-style-type: none"><li>• By electronic mail: gmfinfo@fcm.ca</li></ul>
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## SCHEDULE D – REQUEST FOR CONTRIBUTION TEMPLATE

### [LETTERHEAD OF THE RECIPIENT]

[Address]

[Date]

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:
  - 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;
  - were reasonably incurred in accordance with applicable industry standards; and
  - 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



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audited.

- I am attaching a completed copy of FCM's Electronic Funds Transfer form to identify the bank account where FCM should deposit the Contribution.

\_\_\_\_\_  
Name and title of authorized officer of Recipient

\_\_\_\_\_  
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 [Green Municipal Fund™ \(GMF\) website](#). 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.

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

## 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 [ ]

No [ ]

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	Anticipated performance after project completion	Anticipated impact after project completion (Baseline -
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		of the project		Anticipated Performance)
Net Annual Vehicle Kilometers Traveled (VKT) Reduction	Km	0	46,450	-46,450
Annual Fuel Usage Reduction (Diesel)	Liters	0	4,459	-4,459
Annual GHG Reduction	t CO <sub>2</sub> e/y	0	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**

A	B	C
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 <b>why</b> .
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	B	C
	for workers and stimulate neighbourhoods. <a href="https://www.apta.com/research-technical-resources/economic-impact-of-public-transit/#:~:text=This%20groundbreaking%20study%20shows%20that,in%20the%20three%20cities%20examined.">https://www.apta.com/research-technical-resources/economic-impact-of-public-transit/#:~:text=This%20groundbreaking%20study%20shows%20that,in%20the%20three%20cities%20examined.</a>	
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	B	C
<b>Social benefits</b>	<b>As described in your GMF application</b>	<b>Anticipated social benefits of the pilot project at full scale implementation based on pilot experience</b> If the result is different than what was expected in the application form, please indicate <b>why</b> .
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	B	C
	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

- 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.

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

### **By-law Number 2025-69**

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

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

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

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

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

1. That By-law 2020-05 of the Corporation of the City of Pembroke be amended by the addition to Section 7.4 thereof the following:  
Section 7.4(49) Residential Type 3-49 – R3-49  
Notwithstanding any provisions of this By-law to the contrary, the property which is located in the R3-49 zone, municipally known as **231 Cecelia Street** and more particularly described as PLAN 18 PT LOT 106 PT LOT 107, may be developed in accordance with the following provisions:
  - i) Permitted uses: Section 7.1 “R3” Permitted Uses  
A multiple-attached dwelling of not more than six (6) dwelling units
  - ii) Zone provisions shall be in accordance with Section 7.2, excepting the following:  
Minimum Exterior Side Yard Setback – 17.5ft
  - iii) Parking Regulations shall be in accordance with Section 3.29, excepting the following:
    2. Minimum Parking Space Requirements – eight (8) parking spaces required for a multiple-attached dwelling of not more than six (6) dwelling units
    - 7.(d) Minimum Separation Distance Between Two (2) Separate Driveways on One (1) Lot – 15ft
    - 11.(a) Parking Area Location on Lot – Total Maximum Driveway Width for Two (2) Separate Driveways on Cecelia Street – 40ft (20ft per driveway)
2. That Schedule ‘A’ to By-law 2020-05 of the Corporation of the City of Pembroke be amended to show the property described as PLAN 18 PT LOT 106 PT LOT 107 as a “Residential Type 3-49 – R3-49” zone in place and instead of a “Residential Type 4 – R4” zone. The property which is rezoned is shown as the lined area on Schedule ‘A’ attached hereto.
3. This By-law shall be circulated in the manner provided for by the regulations enacted pursuant to Section 34(18) and (19) of The Planning Act R.S.O., 1990. In the event that no objection is filed within 20 days of the date of giving written notice, this By-law shall come into force and take effect. In the event that any objection to the approval of this By-law

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

Passed and enacted this 16<sup>th</sup> day of September, 2025.

Ron Gervais  
Mayor

Victoria Charbonneau  
Clerk

This is Schedule ‘A’ to By-law 2025-69 of the Corporation of the City of  
Pembroke, passed this 16<sup>th</sup> day of September, 2025.

Mayor

Clerk

Subject property to be rezoned from a “Residential Type 4 – R4” zone to a  
“Residential Type 3-49 – R3-49” zone:



**The Corporation of the City of Pembroke**

**By-law Number 2025-70**

**A By-law to authorize the adoption of Amendment Number Twenty-Six to the Official Plan, 2016, of the City of Pembroke Planning Area**

**Whereas** Section 17 of the *Planning Act* R.S.O., 1990 provides that a Municipal Council may adopt an Official Plan; and

**Whereas** the Council of the Corporation of the City of Pembroke did, under By-law 2016-03, adopt the Official Plan, 2016 as the Official Plan of the City of Pembroke Planning Area; and

**Whereas** the Council of the Corporation of the City of Pembroke deems it expedient to amend said Official Plan, 2016;

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

1. That Amendment Number Twenty-Six of the Official Plan, 2016, of the City of Pembroke Planning Area, consisting of the attached maps, Figure 1 and Figure II and the explanatory text be, and the same is hereby adopted and is 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 16<sup>th</sup> day of September, 2025**

Ron Gervais  
Mayor

Victoria Charbonneau  
Clerk

## **Schedule “A” to By-law 2025-70**

### **Official Plan, 2016-03 of the City of Pembroke Planning Area**

#### **Amendment Number Twenty-Six**

##### **I. Title and Components**

When approved by the Corporation of the City of Pembroke this Amendment shall be known as Amendment Number Twenty-Six to the Official Plan, 2016, of the City of Pembroke Planning Area. This Amendment consists of the text and Figure I and Figure II attached.

##### **II. Purpose**

This amendment re-designates land municipally known as known as 350 International Drive in the City of Pembroke from “Economic Enterprise” to “Residential”.

##### **III. Location**

The property which is the subject of this amendment is comprised of STAFFORD CON 1 PT LOT 29; RP49R20207 PART 1; City of Pembroke and is municipally known as 350 International Drive. This lot is subject to the official plan amendment, shown on mapping attached hereto as Figure I, and a zoning by-law amendment, shown on mapping attached hereto as Figure II.

##### **IV. Basis of the Amendment**

The official plan amendment changes the designation of the property municipally known as 350 International Drive and legally described as STAFFORD CON 1 PT LOT 29; RP49R20207 PART 1; City of Pembroke from an “Economic Enterprise” designation to a “Residential” designation. The corresponding zoning by-law amendment changes the zoning of the above-noted lands from an “Economic Enterprise – M2” zone to a “Residential Type 4-21 – R4-21” zone. The purpose of the re-designation and rezoning is to allow for a cluster housing development of three (3), three-storey, 16-unit apartment buildings and one (1) amenity building.

350 International Drive was designated “Economic Enterprise” by Schedule “A” of the Official Plan, 2016. According to the Section 4.7.2 of the official plan, the goal of the “Economic Enterprise” designation is “To provide opportunities for Highway Commercial, Service Commercial, and Industrial Uses and to provide an alternative location for uses that are not appropriate for the downtown area.” As the proposed development is of a solely residential nature, this amendment to the official plan is required.

Further according to the official plan:

“...employment areas means those areas designated as Industrial (M) and Economic Enterprise (EE), intended for clusters of business and economic activities including, but not limited to, manufacturing, warehousing, offices, and associated retail and ancillary facilities. Proposals to permit the conversion of lands within these employment areas to non-employment uses may only be permitted through comprehensive review...only where it has been demonstrated that the land is not required for employment purposes over the long term, and that there is a need for the conversion.”

As part of their submission in support of this application, Jp2g Consultants Inc. has provided a high-level review of employment growth projections against the amount of land within the City currently designated as employment areas and has concluded that there is enough employment areas-designated land to accommodate projected non-residential growth well beyond the current planning horizon. They further note more recent changes to the Planning Act that narrow the emphasis on protecting employment lands and broaden the emphasis on the need for housing. As this amendment is to allow for the development of a vacant, under-utilized and undeveloped property, surplus to employment area needs, for

residential development that will add a significant number of residential dwelling units to the City's housing stock, the criteria for the conversion of the lands in question from an "Economic Enterprise" designation and an employment area to a "Residential" designation are met.

The "Residential" designation supports the full use of the property as cluster housing of apartment buildings. According to Section 4.2.2.1(5) of the Official Plan, "The City of Pembroke will encourage all forms of residential intensification that creates a potential supply of new housing units. Residential intensification will be encouraged in the built-up areas of the City where there is sufficient existing or planned infrastructure to accommodate such development...Council's policy is that, through the intensification of land use in existing built-up areas involving infill, redevelopment and the conversion of existing buildings, Pembroke will continue to accommodate...new residential units within the already built-up area." This amendment is strongly in keeping with this direction in the official plan, as the proposed infill development of the property will contribute to new housing stock in an already built-up area with sufficient infrastructure.

Regarding vehicular movement, the property is ideally situated for vehicular transportation both within the City, as well as to beyond City boundaries. Schedule "B" of the official plan designates all three (3) roads that meet around the property, being Boundary Road, International Drive, and Upper Valley Drive, as "Collector Roads". These roads provide easy connections to any other area of the City via their connections to other "Collector Road(s)", and also provide convenient access to Highway 17 for travel beyond the City.

Section 4.2.2.1(16) of the official plan states that, "Site plan control shall apply to all residential development where the number of lots/units is three or more." Due to more recent changes to the Planning Act, the City approved By-law 2023-48, to increase this number of units from three (3) to ten (10). Regardless, the proposed development is well over the threshold number of units to trigger site plan control, and such, will be subject to site plan control.

Section 4.2.2.1(10) of the Official Plan states, "All residential development shall be adequately serviced with municipal water and sewer services, waste disposal, and utilities...subject to prior verification that there is adequate capacity." Similarly, Section 3.6(1)(a) of the Provincial Planning Statement, 2024, directs that, "Planning for sewage and water services shall accommodate forecasted growth in a timely manner that promotes the efficient use and optimization of existing municipal sewage services and municipal water services". Section 3.6(2) continues that, "Municipal sewage services and municipal water services are the preferred form of servicing for settlement areas to support protection of the environment and minimize potential risks to human health and safety." Municipal water, sanitary sewer, and storm sewer infrastructure exists up to the property, however, the Operations Department has indicated that they will require further discussions with the developer regarding servicing the property. The requirement of both site plan approval and building permits for the proposed development will trigger the approval of the Operations Department to ensure adequate servicing capacity.

The Provincial Planning Statement, 2024, Section 2.2(2)(b)(2) states that, "Planning authorities shall provide for an appropriate range and mix of housing options and densities...by permitting and facilitating all types of residential intensification, including... development and introduction of new housing options within previously developed areas, and redevelopment, which results in a net increase in residential units..." As this amendment supports residential intensification beside a previously developed area, which would introduce new housing options, particularly a new density, and result in a net increase in residential units, it is absolutely in-keeping with the current provincial planning statement.

Based on the above information, the proposed development of cluster housing of three (3), three-storey, 16-unit apartment buildings and one (1) amenity building meets the intent of the Official Plan as the property is re-designated to "Residential".



## **V. OFFICIAL PLAN, 2016-03, SECTION 4: 4.2 RESIDENTIAL**

### **4.2 Residential (R)**

Residential neighbourhoods are the building blocks of the community. The intent of the Plan is to develop neighbourhoods with a mix of housing types designed to meet a range of housing needs. Residential design principles will be used to ensure compatibility between housing of different types, densities and heights, and to ensure the safety and comfort of residents. Lotting patterns will be designed to ensure convenient vehicular and pedestrian flows and access to schools, parks and commercial areas. The character of residential areas will be conserved from the intrusion or impact of incompatible non-residential uses. The form of development will be generally compact, energy efficient and fully serviced. Efforts will be made to maintain existing natural features and/or beautify residential areas with trees and landscaped open space areas.

Within existing neighbourhoods, the focus will be on maintaining the housing stock in good repair and encouraging infill on vacant lots. Change will be gradual where it occurs (e.g. intensification of the existing housing stock, infill on vacant lots or development/redevelopment at a higher density). Development/redevelopment will only be permitted provided there is compatibility with the density and height of existing surrounding development.

Non-residential uses in residential areas will be integrated using site plan control and other tools and may include parks, limited local commercial uses serving the neighbourhood, public service facilities (schools and churches) and utilities.

Special housing needs will be considered where they can be integrated into residential areas with sensitivity. These needs include garden suites, group homes and student housing.

To ensure an adequate supply of housing, the Plan increases the areas designated for residential development, provides a strategy for Council intervention in the housing market and encourages mixed use housing developments in commercial districts.

#### **4.2.1 Definition**

The Residential classification of land means that the predominant use of the land in the areas so designated shall be for all types of residential dwellings. In addition, other uses that support the proper functioning of a residential area, such as schools, places of worship, parks, senior citizens' housing, local commercial uses, home based businesses, bed and breakfast uses, and public service uses and infrastructure, shall also be permitted provided that the location and site design of each is compatible with the residential amenities of the area. Office commercial uses shall also be permitted provided that the location, site design and scale of the proposed office uses do not detract from the residential neighbourhood in which they are situated.

#### **4.2.2 Policies**

##### **4.2.2.1 General**

##### **1. Housing Densities**

Various types of dwellings are permitted in this classification, but similar density types shall generally be located together.

##### **2. Neighbourhoods**

To promote efficient and pleasant residential environments, the Residential classification is divided into units designated as Neighbourhoods. A Neighbourhood is an area in which safe pedestrian movement between all its parts shall be promoted. A focal point of the Neighbourhood shall be maintained to include such facilities as a school, park, local shopping

facilities, a community centre, library, churches, or other similar centres of public activity having a service area coincident with the Neighbourhood boundaries. The practical application of the Neighbourhood concept is primarily in providing a tool to assist in planning for the equitable distribution of facilities throughout the City. The Residential Neighbourhoods are shown on Schedule 'B', Neighbourhoods and Roads.

### **3. Infill**

Where possible, vacant lots in established residential areas shall be built on, in order to consolidate existing development and make cost-efficient use of existing services, before new subdivisions are established. Infilling on lots where services are available shall be encouraged to take place in the first instance.

### **4. Intensification**

The City of Pembroke will encourage all forms of residential intensification that create a potential supply of new housing units. Residential intensification will be encouraged in the built-up areas of the City where there is sufficient existing or planned infrastructure to accommodate such development.

It is the intention of Council to permit the conversion of larger single detached dwellings or non-residential buildings where they can be practicably converted to increase the supply of housing. In the conversion of a building, the proponent must demonstrate sufficiency of off-street parking, compliance with the building code, including accessibility for the disabled, if applicable, compatibility with adjacent land uses or low density housing, and the adequacy of municipal services. Conversions of heritage buildings will be permitted where the conversion retains the integrity of the heritage or architectural features of the building.

Council's policy is that, through the intensification of land use in existing built-up areas involving infill, redevelopment and the conversion of existing buildings, Pembroke will continue to accommodate a minimum of 15 per cent of each year's new residential units within their already built-up urban area. Council will promote opportunities for redevelopment and intensification through the provision of adequate infrastructure and community facilities and through incentives for the reuse of brownfield sites.

The City, through a biennial Growth Monitoring Report, shall review its targets for intensification based on development trends and densities; analyze other supply and demand factors; and review its strategy to ensure its targets are met.

### **5. Intensification Compatibility Criteria**

Compatibility refers to development that 'fits' with the character of a neighbourhood. It does not mean that the development looks the 'same' as neighbouring development; rather, the housing form is similar in size, scale, massing and architectural elements. As an example, attached housing forms could be considered compatible with single detached housing if they were ground oriented and similar in height and architectural details.

Residential infill is permitted subject to compliance with the following criteria:

- a) Infill development on a property that is larger than the prevailing lot size of surrounding neighbourhood or existing zoning of the lot may include the following:
  - i. A possible change in lot size and configuration providing that:
    - (1) the proposed lot area and widths should be not less than 80% of the lot area and width prescribed under the predominant or adjacent zoning in the surrounding neighbourhood;
    - (2) the proposed lot configuration is similar to the prevailing lot pattern that exists within the neighbourhood; and

- (3) the proposed housing form is consistent in scale and massing to that of the surrounding neighbourhood.
- ii. A change in unit type – unit types such as single detached dwellings, second units, garden suites, duplexes and triplexes that resemble a single detached dwelling, with emphasis on orientation to the street.
- b) Residential infill must be designed to be compatible with the surrounding neighbourhood and will be evaluated against the following criteria:
  - i. The ability of the existing infrastructure to support the new development.
  - ii. The compatibility of the site design, setbacks, and lot configuration with the existing pattern of development in the area.
  - iii. The compatibility between building massing and the type of dwelling units in the proposed development and the surrounding residential properties.
  - iv. The location, orientation, and visual impact of vehicle access/egress in relation to:
    - (1) adjacent developments;
    - (2) the street; and
    - (3) the pedestrian environment.
  - v. Minimizing adverse parking and traffic impacts on the existing neighbourhood.
  - vi. A gradual transition of scale and density through the design of building mass and form, such as:
    - (1) reduction in building heights at the edges of a development;
    - (2) location of lower density components towards the perimeters of a site; and
    - (3) concentration of density to the centre of a development or towards a non-residential boundary.
  - vii. Retention and preservation of significant trees, other natural vegetation, and environmental features.
  - viii. Maintaining adequate light, view and privacy for residents on adjacent properties.

## **6. Housing Supply**

Council's policy is to maintain a 10 year supply of land designated and available for new residential development and at least a three year supply of residential units in serviced areas in draft approved or registered plans of subdivision.

Council may strategically intervene in the housing market to increase the supply by such measures as:

- a) Acquiring land within areas designated for residential development.
- b) Selling or leasing land for residential development, including preparing plans of subdivision.
- c) Co-venturing with the residential development industry to service and sell/lease land for residential development.
- d) Partnering with senior levels of government in designing programs or in facilitating residential development.

- e) Proactively working with landowners in the community to facilitate residential land development through intensification, infill, conversion of non-residential buildings, financing and servicing.
- f) Expediting planning approvals.
- g) Working with local housing authorities to add to the stock of affordable housing.

## **7. Housing Affordability**

The City shall provide for an appropriate range of housing types and densities to meet projected requirements of current and future residents.

For the purpose of determining “affordability”, “low and moderate income households” is defined as:

- a) in the case of ownership housing, households with incomes in the lowest 60 percent of the income distribution for the regional market area; or
- b) in the case of rental housing, households with incomes in the lowest 60 percent of the income distribution for renter households for the regional market area.

“**Affordable**” is further defined as:

- c) in the case of ownership housing, housing for which the purchase price is at least 10 percent below the average purchase price of a resale unit in the regional market area;
- d) in the case of rental housing, a unit for which the rent is at or below the average market rent of a unit in the regional market area.

Council’s policy is to establish a minimum target of 25% of new units to be affordable to low and moderate income households.

Affordable housing planning and development should consider the County of Renfrew 10 Year Housing and Homelessness Plan (August 2013), which includes the City of Pembroke in its plan area.

## **8. Plan of Subdivision**

All new development shall be encouraged to take place by registered plans of subdivision under Section 50 of the Planning Act, except in certain circumstances where development may be permitted by severance in accordance with the policies of Sections 7.13, 7.14 & 7.15 – Part-Lot Control, Subdivisions and Consents.

## **9. Zoning**

The zoning by-law that implements this Plan shall provide for low, medium and high density residential zones to establish appropriate development standards for each of the various types of permitted residential uses.

## **10. Municipal Services**

All residential development shall be adequately serviced with municipal water and sewer services, waste disposal and utilities as a condition of development subject to prior verification that there is adequate capacity.

## **11. Group Building Projects**

Group building projects shall be permitted provided the zoning by-law is amended to accommodate such developments. In the review of proposals, consideration shall be given to infrastructure capacity, the massing, layout

and orientation of buildings and access. Access, in general, shall be to a collector or arterial road.

## **12. Housing for the Elderly**

Housing for the Elderly should be designed for their particular needs, e.g. functional layouts that minimize stairs, optimize natural light and ventilation, incorporate security measures, minimize maintenance, and provide easy access to services (postal and neighbourhood-serving uses). Walkways and access points shall be constructed to provide for safe passage, e.g. width, height clearance, grade, material composition, barriered against vehicular use, and lighting.

## **13. Transportation and Access**

Access to adjacent streets shall be governed through zoning and the use of site plan control. In the design of medium and high density residential projects, an assessment will be made as to the capacity and type of street to accommodate projected traffic volumes. Access and egress points shall be of an appropriate width and shall be set back from any adjacent street intersection. Access points that may be unsafe will not be permitted.

## **14. Energy Conservation**

Energy conservation will be promoted by considering the orientation and massing of buildings to take advantage of solar gain, by using vegetation to shield buildings from wind and provide shade from summer sun, by encouraging pedestrian and bicycle usage over motorized travel, and by considering alternative development standards, e.g. reduced street widths.

## **15. Barrier Free Access**

Barrier free access shall be provided to all buildings where required by the Building Code, also:

- a) providing handicapped parking for all high density residential developments and non-residential uses where public access is required;
- b) by making provisions in the zoning by-law for barrier free access to all residential buildings;
- c) by ensuring the street and sidewalk surfaces are constructed and maintained to permit barrier free passage and that slopes (e.g. ramps, walks, pedestrian walkways) do not exceed 5%; and
- d) by ensuring that retrofitted buildings include barrier free design features.

## **16. Site Plan Control**

Site plan control shall apply to all residential development where the number of lots/units is three or more (see Section 7.11- Site Plan Control).

## **17. Student Housing**

Student housing will involve working with educational institutions (e.g. Algonquin College) in identifying and facilitating the delivery of student housing.

### **4.2.2.2 Low Density Uses**

1. The dwelling units considered suitable in low density areas are single unit residential, semi-detached, duplex and triplex dwellings.
2. Council shall ensure that the amenity of such areas is preserved and that different types of structures shall be mutually compatible.

#### **4.2.2.3 Medium and High Density Uses**

1. In medium and high density areas, the intent of this Plan is to permit multiple residential uses, such as townhouses, 3-storey apartments, maisonettes, and high rise apartment dwellings. Council may utilize Section 37 of the Planning Act to encourage higher density residential development in accordance with Section 7.7 of this Plan.
2. Medium and high density uses shall be encouraged to locate in the Central Commercial area or in areas where the criteria as outlined in subsection 3 below can, in the opinion of Council, be met.
3. Medium and high density uses shall be located in close proximity to schools, parks and local shopping facilities, and with convenient access to collector and arterial roads. In addition, regard shall be given to the compatibility of such development with surrounding land uses, and such uses shall be designed to integrate with the adjacent uses in order to produce a pleasant residential environment.
4. Medium and high density uses shall require on-site amenities, such as landscaping and play areas, proper vehicle and pedestrian access to avoid traffic congestion and danger to pedestrians, and adequate on-site parking to ensure that resident and visitor parking is readily available. Landscaping shall be used to buffer and screen non-residential development or incompatible features or structures (e.g. acoustical intrusions, waste receptacles, storage or outdoor display areas) from residential areas. Landscaping should be used to both shade and obscure parking areas. Existing natural vegetation will be conserved wherever possible and/or enhanced with additional tree planting along street boulevards using healthy native species stock.
5. Ground floor commercial uses, including professional offices, shall be permitted in apartment buildings to serve the daily needs of the inhabitants therein without amendment to this Plan.
6. Service areas for delivery and waste disposal pickup shall be provided for all medium and high density residential developments and shall be located to minimize or avoid any incompatibility or health safety concern from residential buildings on the same or an adjacent property.
7. Fire Protection: all new proposals for residential development shall provide adequate vehicular access and circulation for fire fighting and other emergency vehicles and equipment. This may include dedicated or posted fire lanes. Best practices shall be used to achieve the same objective for retrofitted buildings or redevelopment projects.

#### **4.2.2.4 Local Commercial Uses**

1. Local convenience stores necessary to serve the day-to-day needs of the immediate surrounding residential area may be permitted in a separate zoning category without amendment to this Plan. Where necessary, special measures such as increased yards and parking, landscaped buffer strips, etc., may be required in order to protect the amenities of the surrounding residential area.
2. Local commercial uses shall generally be restricted to arterial or collector roads. Service stations may only be permitted on arterial roads.
3. A local commercial use shall not include a residential unit in the same building or on the same lot, unless the open space and other amenities normally associated with a residential use are provided on the lot.

#### **4.2.2.5 Bed and Breakfast Establishment**

A bed and breakfast establishment shall be permitted within a single detached dwelling provided the exterior physical character of the dwelling is not altered. The single detached dwelling must clearly be the principal use of the land and the bed and breakfast clearly an accessory use to the dwelling. A bed and breakfast establishment shall be defined as a single detached dwelling in which guest bedrooms are provided for gain as temporary accommodation on a daily basis. Such establishments must have the proprietor living on the premises. The local health unit or delegate shall be consulted when a new bed and breakfast establishment is proposed to accommodate nine or more guests and, if required, approval of this agency shall be first obtained before a bed and breakfast establishment begins operating. The implementing zoning by-law shall define a bed and breakfast use and the appropriate residential zones where they may be permitted and the zone provisions that apply to this use. (Reference should also be made to the applicable urban design principles of Section 4.2.2.1 in reviewing applications for a bed and breakfast establishment.)

#### **4.2.2.6 Home-Based Business**

In order to recognize changing lifestyles and to provide for economic development opportunities within the community, it is the policy of Council to permit a home-based business in a dwelling unit within the areas where residential uses are permitted subject to the provisions of the implementing zoning by-law and other by-laws established by Council (e.g. noise, parking). In permitting such uses, Council's policy is to ensure that they do not create a public nuisance for the surrounding neighbourhood.

For the purposes of this Plan, a home-based business is defined as a privately operated legal business located within a residential dwelling by the occupant or owner thereof, which is compatible with the character of a residential setting or surrounding neighbourhood and which is an accessory use or clearly secondary to the principal residential use.

#### **4.2.2.7 Office Uses**

1. Certain compatible office uses may be permitted in a separate zoning category, without amendment to this Plan, provided that adequate measures are taken to ensure that the residential character of the surrounding neighbourhood is not adversely affected. No office use will be permitted that will be detrimental to the residential character of the area by virtue of obtrusive lighting or signs, parking requirements, traffic flows or undue evidence of commercial activity.
2. Provisions shall be made for adequate buffering, as defined in Section 3.2 - Buffering of this Plan, between office uses and any adjacent residential uses.
3. A permitted office use may include a residential use on the same lot, if the open space and other amenities normally associated with a residential use are provided for on the lot.

#### **4.2.2.8 Second Units**

A second unit shall be permitted in a single-detached, semi-detached or row dwelling subject to the following:

1. A building permit is issued for the second unit;
2. A municipal inspection is completed to determine compliance with the Building Code/Fire Code;
3. Adequate water supply and sewage disposal facilities are available;
4. The size of the second unit may be no more than 40% of the total GFA of the principal dwelling;
5. The second dwelling must maintain the external appearance of the principal dwelling;

6. Compliance with the Zoning By-law; and
7. No more than one principal dwelling per lot.

#### **4.2.2.9 Garden Suites**

Where the zoning by-law permits a dwelling, a garden suite may only be permitted subject to a rezoning as a temporary use. A garden suite means a one-unit detached residential structure containing bathroom and kitchen facilities that is ancillary to an existing residential structure and that is designed to be portable.

### **VI. DETAILS OF AMENDMENT**

Schedule 'A' of the Official Plan, 2016 of the City of Pembroke Planning Area is amended by re-designating STAFFORD CON 1 PT LOT 29; RP49R20207 PART 1; City of Pembroke, municipally known as 350 International Drive in the City of Pembroke, to "Residential" in place and instead of "Economic Enterprise". The present designation of the subject lands is shown on Figure I, attached hereto.

### **VII. IMPLEMENTATION**

This Amendment shall be implemented in accordance with the policies of the Official Plan.

### **VIII. INTERPRETATION**

This amendment shall be interpreted in accordance with the policies of the Official Plan.



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

### **By-law Number 2025-71**

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

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

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

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

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

1. That By-law 2020-05 of the Corporation of the City of Pembroke be amended by the addition to Section 8.4 thereof the following:  
Section 8.4(21) Residential Type 4-21 – R4-21  
Notwithstanding any provisions of this By-law to the contrary, the property which is located in the R4-21 zone, municipally known as **350 International Drive** and more particularly described as STAFFORD CON 1 PT LOT 29; RP49R20207 PART 1, may be developed in accordance with the following provisions:
  - i) Permitted uses: Section 8.1 “R4” Permitted Uses
  - ii) Zone provisions shall be in accordance with Section 8.2, excepting the following:
    - 1.(k) Privacy Yards – 3.3m
  - iii) Parking Regulations shall be in accordance with Section 3.29, excepting the following:
    - 8.(c) Landscaping Requirements – 1.8m strip of landscaped open space
    - 8.(d)(ii) Outdoor Refuse Collection Areas – 0.5m setback from lot lines
    - 11.(a) Parking Area Location on Lot – 1.8m setback from any streetline
2. That Schedule ‘A’ to By-law 2020-05 of the Corporation of the City of Pembroke be amended to show the property described as STAFFORD CON 1 PT LOT 29; RP49R20207 PART 1 as a “Residential Type 4-21 – R4-21” zone in place and instead of an “Economic Enterprise – M2” zone. The property which is rezoned is shown as the lined area on Schedule ‘A’ attached hereto.
3. This By-law shall be circulated in the manner provided for by the regulations enacted pursuant to Section 34(18) and (19) of The Planning Act R.S.O., 1990. In the event that no objection is filed within 20 days of the date of giving written notice, this By-law shall come into force and take effect. In the event that any objection to the approval of this By-law is filed within the required time period, this By-law shall be submitted to the Ontario Land Tribunal (OLT) for approval and shall come into force and take effect only upon the approval of OLT, as evidenced by the issuance of its formal order in that respect.

Passed and enacted this 16<sup>th</sup> day of September, 2025.

Ron Gervais  
Mayor

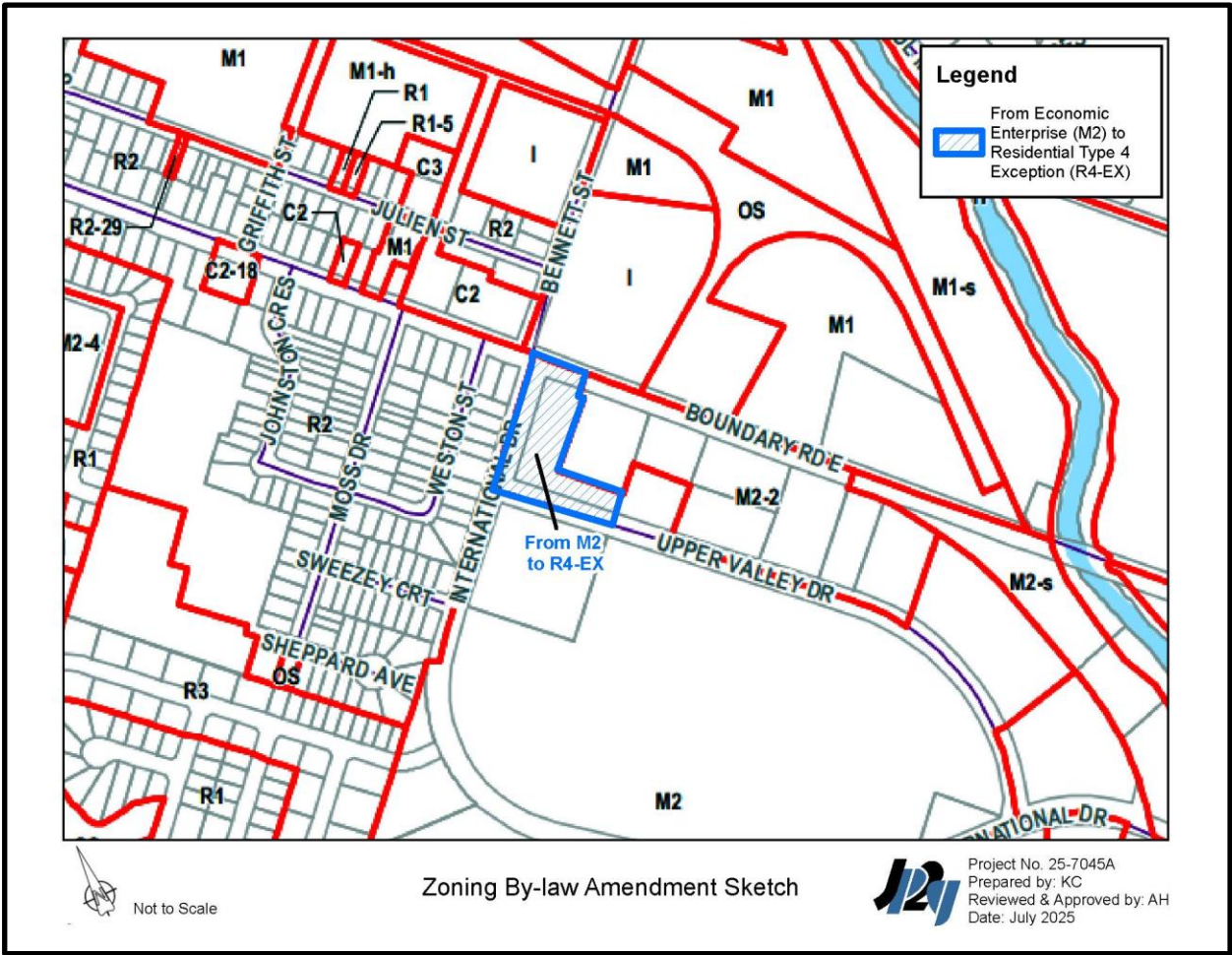
Victoria Charbonneau  
Clerk

This is Schedule ‘A’ to By-law 2025-71 of the Corporation of the City of  
Pembroke, passed this 16<sup>th</sup> day of September, 2025.

Mayor

Clerk

Subject Property to be rezoned from an “Economic Enterprise – M2” zone to a  
“Residential Type 4-21 – R4-21” zone:



The Corporation of the City of Pembroke

By-law Number 2025-72

**A by-law to authorize the lifting of One-Foot Reserve in Grey Sisters (1101494 Ontario Limited) Whitewood Subdivision in the City of Pembroke.**

**Whereas** pursuant to Section 10(1) of the Municipal Act, 2001, Chapter M.45, as amended, provides that a single tier municipality may provide any services or thing that the municipality considers necessary or desirable for the public;

**And Whereas** pursuant to Section 10(2) of the Municipal Act, 2001, Chapter M.45, as amended, provides a single tier municipality may pass by-laws respecting the following matters: Services and things that the municipality is authorized to provide under Subsection 10(1);

**And Whereas** pursuant to Section 27(1) of the Municipal Act, 2001, Chapter M.45, as amended, states a municipality may pass by-law in respect of a highway only if it has jurisdiction over the highway;

**And Whereas** one-foot reserves were established as part of the Grey Sisters (1101494 Ontario Limited) Whitewood Subdivision Agreement (By-law 96-13);

**And Whereas** the Council of the City of Pembroke deems it in the public interest to lift the one-foot reserve;

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

1. That the Council of the Corporation of the City of Pembroke approve the lifting of the one-foot reserve legally described as Plan 611, Part of Block 83, and being Part 1 on 49R-20995 in the Grey Sisters (1101494 Ontario Limited) Whitewood Subdivision and to have this parcel of land designated as a public highway and form part of the Cecelia Street road allowance.
2. This By-law shall come into force and take effect upon the date of the final passing thereof.

**Passed and Enacted**

**This 16<sup>th</sup> day of September, 2025**

Ron Gervais  
Mayor

Victoria Charbonneau  
Clerk



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

Date: 2025-09-16

Resolution No:

**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 2025-73**

**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 Sixteenth 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 16<sup>th</sup>, 2025, in respect of each report, motion, resolution or other action, passed and/or taken by the Council at its meeting, is hereby adopted, ratified, and confirmed as if all such proceedings were expressly embodied in this by-law; and
2. That the Mayor and appropriate officials of the City of Pembroke are hereby authorized and directed to do all things necessary to give effect to the said action and to obtain approvals where required, and to execute all documents necessary in that regard, and the Clerk is hereby authorized and directed to affix the Corporate Seal of the City of Pembroke to all such documents.
3. That this By-law shall come into force and take effect upon the passing thereof.

**Passed and Enacted This 16<sup>th</sup> Day of September 2025**

Ron Gervais  
Mayor

Victoria Charbonneau  
Municipal Clerk