



Agenda

Council Meeting

Tuesday, November 4, 2025

Council Chambers

Following Finance and Administration Committee Meeting

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

1. **Call to Order**
2. **Opening Prayer/Reflection**
3. **Disclosure of Pecuniary Interest & General Nature Thereof**
4. **Minutes**
 - i. Approve minutes from Council
 - a. Regular Meeting of Council – October 7, 2025
 - ii. Adopt minutes from Committees
 - a. Planning and Development Committee – October 7, 2025
 - b. Finance and Administration Committee – October 7, 2025
 - iii. Receive minutes from Local Boards
 - Ottawa Valley Waste Management Board – June 19, 2025
 - Pembroke Heritage Murals Committee – October 1, 2025
5. **Delegations and Presentations**
6. **Business Arising from Delegations and Presentations**
7. **Staff and Committee Reports**
8. **Proclamations**
 - a. Operator Appreciation Day – October 23, 2025
9. **By-laws**
 - a. 2025-76 Highway 148 Sidewalk Agreement
 - b. 2025-77 Repeal of By-law 2025-25 (ZEVIP Contribution Agreement)
 - c. 2025-78 Recreational Burning By-law
10. **Motions**
11. **Correspondence**

12. Mayor's Report

13. Notices of Motion

14. Councillor Updates

15. Closed Session

- That City of Pembroke Council convened in Closed Session earlier this evening with authorized staff remaining in the room, pursuant to the following section of the Municipal Act 2001;
 - a. Section 239(2)(k) a position, plan, procedure, criteria, or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality or local board:
 - More specifically as it relates to:
 - Agreement with PBIA and the City of Pembroke
 - b. Section 239(2)(e) litigation or potential litigation, including matters before administrative tribunals, affecting the municipality or local board:
 - More specifically as it relates to:
 - 273 Victoria Street

16. Business Arising from Closed Session

17. Confirming By-law

- Confirming By-law 2025-79

18. Adjournment

City of Pembroke Council Meeting

Council Chambers
Pembroke, Ontario
October 7, 2025
8:38 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
Nancy Rapin, Recording Secretary

The Chair called the regular meeting of Council to order at 8:38 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 – September 16, 2025
Resolution 25-10-01
Moved by Councillor Kuehl
Seconded by Councillor Plummer
That the minutes of the Regular Meeting of Council of September 16, 2025, be approved as circulated.
Carried
 - b. Special Meeting of Council – September 25, 2025
Resolution 25-10-02
Moved by Councillor Kuehl
Seconded by Councillor Purcell
That the minutes of the Special Meeting of Council of September 25, 2025, be approved as circulated.
Carried
- ii. Adopt minutes from Committees
 - a. Planning and Development Committee – September 2, 2025
Resolution 25-10-03

Moved by Councillor Plummer

Seconded by Councillor Purcell

That the minutes of the Planning and Development Committee of September 2, 2025, be approved as circulated.

Carried

b. Finance and Administration Committee – September 2, 2025

Resolution 25-10-04

Moved by Councillor Kuehl

Seconded by Deputy Mayor Abdallah

That the minutes of the Finance and Administration Committee of September 2, 2025, be approved as circulated.

Carried

iii. Receive minutes from Local Boards

- Pembroke Public Library – June 19, 2025

Resolution 25-10-05

Moved by Deputy Mayor Abdallah

Seconded by Councillor Plummer

That the June 19, 2025 minutes of the Pembroke Public Library, be approved as circulated.

Carried

5. Delegations and Presentations

6. Business Arising from Delegations and Presentations

7. Staff and Committee Reports

8. Proclamations

a. Child Care and Early Childhood Educator Appreciation Day – October 21, 2025

Mayor Gervais proclaimed October 21, 2025 Child Care and Early Childhood Educator Appreciation Day in the City of Pembroke.

9. By-laws

10. Motions

a. 2025-10-06 CIP Request for 270 Lake Street

Resolution 25-10-06

Moved by Councillor Jacyno

Seconded by Councillor Plummer

Be It Resolved That the Corporation of the City of Pembroke approves the application from Tony Donnelly and Lisa Edmonds, owners of 270 Lake St. for the Community Improvement Plan Downtown Heritage Façade Improvement, Accessibility, and Planning and Building Permit Fee grants.

The applicant must comply with grant guidelines of the Downtown Heritage Façade Improvement, Accessibility, and Planning and Building Permit Fee grants and will have 18 months to complete all work and submit receipts in order to receive the grants.

The grant total awarded to this applicant is \$7,850.

Carried

11. Correspondence**12. Mayor's Report**

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

- September 19 – Portal Pilates Grand Opening
- September 21 – commencement of Legion Week with a wreath laying ceremony and unveiling of the commemorative crosswalk at the Memorial Park
- September 24 – 50+ Active Living Centre 50th Anniversary
- September 25 – the City hosted MPP Denault to a tour of the City's facilities
- September 25 - Recognition of National Tree Day at Pansy Patch Park
- September 28 – Pembroke Lumber Kings launched the 2025-26 season with the official puck drop
- September 29 - Nightmare Circus, a Halloween themed attraction **on** Cemetary Road in Whitewater Township – Thanked Mayor Nicholson for the invitation
- October 3 – met with two new-to-Pembroke doctors, Dr. Rowan and Dr. Orie, with Petawawa Mayor Gary Serviss and the City's Business Attraction Officer Kathleen Barr, in hopes to entice the doctors to call Pembroke home
- Also on October 3 - WTF fundraiser at Heritage Center
- October 4 – Spooky Movie Night at the Skylight Drive held by the City of Pembroke and the Township of Laurentian Valley
- October 5 – Pembroke Lumber Kings puck drop and Sparky kicked off Fire Prevention Week
- He asked all to stay safe and be kind to each other

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

Councillor Jacyno

- Gave credit to Joe Brown who was featured in Facility Forum
 - All applauded Joe

Councillor Lafreniere

- Participated in Walk for Her which raised over \$40,000. She thanked all who sponsored her
- She gave kudos to the Parks and Recreation Department who has come up with a great winter schedule for residents and encouraged all to visit pembroke@pembroke.ca to register for events

Councillor Purcell

- Attended Grand Opening of Bulk Water and Septage Receiving Depot with Mayor Gervais in memory of John Beevis
- Thanked City staff for assisting with this event

Councillor Kuehl

- Attended Ribfest along with thousands of people at the waterfront – “it was a great pleasure”
- Attended Chamber Gala – City's Economic Development and Tourism Departments were recipients of awards. He thanked staff for this prestigious accomplishment

- Provided an update of Festival Hall events past and future
- Attended Nightmare Circus which was very impressive – “it was as good as any Big City Event”
- Co-Chairing Ottawa Valley Festival of Remembrance on November 8th at 7:00 p.m. at Festival Hall – many headliners performing with all proceed going to Fire Team K-9’s Service Dog Program – all seats are 100% donation

Deputy Mayor Abdallah

- September 17 attended CNL Supplier Dinner - CNL spends over 50 million in local purchases, is a huge community supporter
- October 15th is the next Community Watch meeting at the Fire Hall at 7:00 p.m.
- On behalf of Mayor Gervais and himself, he thanked Heather Sutherland, the City’s Economic Development and Information Officer, who informed Mayor Gervais and himself of a TD Friends of the Environment Foundation Grant the City could apply for, he prepared a detailed grant application and the City was awarded \$11,000

15. Closed Session

16. Business Arising from Closed Session

17. Confirming By-law

- Confirming By-law 2025-75

Resolution: 25-10-07

Moved by Councillor Plummer

Seconded by Deputy Mayor Abdallah

That By-law 2025-75 to confirm the proceedings of the Regular Meeting of Council of October 7, 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: 25-10-08

Moved by Councillor Plummer

Seconded by Deputy Mayor Abdallah

That the October 7, 2025, regular meeting of Council adjourn at 9:02 p.m.

Carried

Mayor Ron Gervais
Chair

David Unrau
CAO/Deputy Clerk

Draft Planning & Development Committee Meeting

Council Chambers
Pembroke, Ontario
October 7, 2025
6:00 p.m.

1. Land Acknowledgement

2. Call to Order

Present:

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

Regrets:

Also, Present:

David Unrau, Chief Administrative Officer
Heather Sutherland, Economic Development and Communications Officer
Michaela Kuno, Building, Planning and By-law Enforcement Officer
Paul McLean, Chief Building Official
Colleen Sauriol, Director of Planning, Building and By-law Enforcement
Nancy Rapin, Recording Secretary

Mayor Gervais announced with deep regret the passing of Marian Patterson-Combes former City of Pembroke Councillor from 1991-2003. She contributed greatly to our community. The Mayor called for a moment of silence in respect.

Councillor Jacyno called the meeting to order at 6:02 p.m.

3. Disclosure of Pecuniary Interest and General Nature Thereof

There were no disclosures of pecuniary interests declared.

4. Approval/Amendment of Meeting Agenda

Resolution: PD25-10-01

Moved by Deputy Mayor Abdallah
Seconded by Councillor Plummer

That the agenda of the Planning & Development Committee meeting of October 7, 2025, be adopted as circulated.

Carried

5. Approval of Minutes

a. Planning and Development Committee – September 2, 2025

Resolution: PD25-10-02

Moved by Deputy Mayor Abdallah

Seconded by Councillor Lafreniere

That the minutes of the September 2, 2025, meeting of the Planning and Development Committee be approved as circulated.

Carried

6. Business Arising from Minutes

There was no business arising from the minutes.

7. Presentation and Delegations

- Community Improvement Plan Update

Nadia De Santi, WSP Project Manager and Anita Sott, WSP Deputy Project Manager were in attendance virtually to provide Committee with a Community Improvement Plan update.

The following points were raised:

- Many were glad to see that affordable housing incentives and crime prevention features such as security cameras were proposed
- Would heritage criteria for downtown remain with the combining the Downtown Heritage Grant and the Façade Improvement?
 - Staff recommendation is to eliminate the heritage component, dependant on Council's direction
- Who determines what is "affordable"? How would we enforce this?
 - Definition of affordability would be in the next steps in conversations with staff and Council to determine what should be used
 - CMHC's definition is a maximum of 30% of household pre-tax income
 - Grants would be accompanied with a legal agreement to allow enforcement
- Grants have to be attractive
- Happy to see the update, CIP has to be properly funded at budget time
- Pleased that the Accessibility Grant remains
- Need to continue to ensure the correct incentive programs are in place
- Retaining heritage is very important

8. New Business

a. CIP Request for 270 Lake Street

Economic Development and Communications Officer Sutherland presented the report.

Resolution PD25-10-03

Moved by Councillor Purcell

Seconded by Councillor Lafreniere

That the Planning and Development Committee grant \$7,850 to Tony Donnelly and Lisa Edmonds, owners of 270 Lake Street for the Community Improvement Plan Downtown Heritage Façade Improvement, Accessibility, and Planning and Building Permit Fee grants, as presented.

Carried

b. Parking Meter Upgrades – Ad-Hoc Committee Recommendation

Municipal Planning and Enforcement Officer Kuno presented the report. A discussion was held and the following points were raised:

- Is remote monitoring a function of meter or does staff have to attend the scene
 - Functions both ways, by-law would have to attend location to ticket
- Meters are outdated and parking prices should be increased to \$1 per hour, \$0.25 per quarter hour
- Pembroke has some of the lowest parking costs

Resolution PD25-10-04

Moved by Councillor Lafreniere

Seconded by Councillor Kuehl

That the Planning and Development Committee approve the following recommendations of the Parking Ad-Hoc Committee, as presented:

- Replace existing parking meters in high-revenue areas with upgraded technology;
- Remove parking meters from identified low-revenue areas;
- Authorize staff to proceed with the purchase and installation of new parking meter technology at an estimated cost of \$78,121 before taxes, to be funded through the parking reserve.

Carried

Direction:

Planning and Development Committee directed the Ad-hoc Committee to meet again and this time review parking meter rates.

c. Building Permit Fee Review Report

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

- Department was thanked for completing this extensive report
- Housing is a very important issue
- Concerns were raised over a fee of \$200 for additional residential units

Resolution PD25-10-05

Moved by Councillor Kuehl

Seconded by Councillor Lafreniere

That the Planning and Development Committee endorse and recommend to Council the following:

- The recommended building permit fees be approved as presented in Table 7;
- Building Reserve Fund fee be applied on every building permit – an additional 5% of the proposed building permit fee would be added to the City's Building Department Reserve Fund to relieve budgetary pressures in lean construction years;
- The building permit fees be increased annually by 1.5 times the Consumer Price Index starting January 1, 2027.

Carried

Resolution PD25-10-06

Moved by Councillor Kuehl

Seconded by Councillor Plummer

That the Planning and Development Committee endorse and recommend to Council the following:

- A permit would now be required for solar panels – proposed fee \$320;

Carried

Resolution PD25-10-07

Moved by Councillor Kuehl

Seconded by Deputy Mayor Abdallah

That the Planning and Development Committee endorse and recommend to Council the following:

- Refundable Building Deposit Fee – proposed fee \$150 would be refunded prior to the expiration of the building permit

Carried

Resolution PD25-10-08

Moved by Councillor Plummer

Seconded by

That the Planning and Development Committee endorse and recommend to Council the following:

- A permit would now be required for the creation of Additional Residential Units (ARUs) – proposed fee \$200/unit;

Defeated

d. Animal Control By-law

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

1) Current Issue: Feral Cats

Proposed Amendment: Animal Control Officers will not pick up feral cats as OSPCA will not impound feral cats.

Committee accepted staff recommendation.

2) Current Issue – No maximum dogs or cats in by-law

Proposed Amendment – A 2024 report by Heidi Martin indicated that other municipalities are starting to limit the number of cats and dogs per household. In order to determine an appropriate number, 22 municipal bylaws were reviewed of comparable sized municipalities. Of the bylaws reviewed, 5 did not place any limits on the number of cats or dogs per dwelling unit. Of the municipal bylaws reviewed that have placed limits on cats, the average was 3-4 cats per dwelling, and those that have limits on dogs, the average was 2-3 dogs per dwelling unit. There were also 6 municipalities who listed limits of cats and dogs based on a combination of animals. Those municipalities averaged a limit of 5 animals, with a maximum of 3 dogs per dwelling. One municipality provided no limits if the animals were spayed or neutered. Two municipalities allowed 3 dogs in a single detached dwelling but only 2 dogs per dwelling unit with 2 or more dwelling units. Does Committee wish to limit the number of cats and/or dogs in a dwelling unit?

Committee directed that no amendment be issued.

3) Current Issue – Pit bull dogs

Proposed Amendment – This section dealing with grandfathered pit bull dogs can be removed since the dogs would now be all deceased and there should be no further pit bulls in the City. However, if it is discovered there is a pit bull in the City, they are dealt with under the Dog Owner's Liability Act.

Committee accepted staff recommendation.

4) Current Issue – Pound and pound keeper requires a definition in by-law

Proposed Amendment – Currently the existing by-law does not have a definition of pound and pound keeper. The proposed definitions are proposed as follows:

Pound – shall mean such premises and facilities designated by the Corporation of the City of Pembroke which is used for the temporary housing and care of dogs and cats that have been impounded pursuant to this by-law;

Pound Keeper – shall mean a person, persons, association or society appointed by the Corporation of the City of Pembroke to maintain and administer the pound.

Committee accepted staff recommendation.

5) Current Issue – Protective Custody requires a definition and provisions in by-law

Proposed Amendment – Animals could be seized and impounded at the pound for a maximum of 5 days if the animal is found pursuant to an animal owner's eviction, incarceration or as a result of fire or medical emergency. This was not included in the existing by-law.

The proposed definition of protective care would be as follows:

"Protective Custody" means the temporary, time-limited keeping of a dog(s) and/or cat(s) by the pound keeper as a result of an eviction, incarceration or fire or medical emergency or any other situation that the Chief Administrative Officer deems appropriate.

- Definitions should be broadened, current wording is too specific

Committee accepted staff recommendation.

6) Current Issue – Service Animal requires a revised definition

Proposed Amendment – the revised definition of a service animal was provided by OSPCA and should be as follows: "Service Animal" means an animal that is trained by a recognized school for service as a guide dog for the blind or visually-impaired, a guide dog for the deaf or hearing-impaired, or special skills dog for other disabled persons and includes an animal used in therapy, registered with a recognized organization for that purpose.

- No organization recognizes service animals
- Staff to verify recognized organizations exist

Committee accepted staff recommendation.

- 7) Current Issue – Fees for licensing and replacement of lost tags. According to the OSPCA, our fees are low compared to other municipalities in Ontario. They stated \$30 for sterilized pets and \$50 for unsterilized pets is the average fee. Also according to OSPCA, \$15.00 is the average cost for replace a lost tag. Presently the City's by-law is charging \$2.00 to replace a lost tag.

Proposed Amendment – Currently the City of Pembroke charges \$20 for sterilized pets and \$30 for unsterilized pets Fine \$100 . Staff suggest that costs be increased by \$5.00, \$25 for sterilized pets and \$35 for unsterilized pets and \$15 replacement lost tag fee.

- Animal Control does visit door-to-door to check for unlicensed pets
- Revenue in 2024 was approximately \$17,500 from licenses, fines and fees and current contract with the SPCA is \$65,000 plus vet bills which came to \$1,100 in 2024
- Animal Control is very important to any municipality

Resolution PD25-10-09

Moved by Councillor Lafreniere

Seconded by Councillor Purcell

That Committee accept staff recommendation.

Carried

- 8) Current Issue – The by-law does not identify the City's Dog Park as being an area where dogs can be off leash.

Proposed Amendment – Adding that dogs may be off leash in the City's Dog Park. This is currently not stipulated in the by-law. Present fee is \$10 per year. Petawawa \$20 per year. This fee could be increased to \$20 per year.

- Staff could designate other areas as an off-leash dog park

Resolution PD25-10-10

Moved by Councillor Kuehl

Seconded by Councillor Plummer

That Committee accept staff recommendation.

Carried

- 9) Current Issue – Inspections and Orders had to be rewritten to deal with inspections and orders to meet concerns of OSPCA regarding right of entry and seizure of an animal.

Proposed Amendment – this section will now state that Animal Control Officers may at all reasonable times enter upon and inspect any land to determine whether or not this by-law is being completed with or that an order made under the by-law is being followed. This section will also allow Animal Control Officer to require owners to provide inspection of documents related to the animal ie. licensing, immunizations, etc.

Committee accepted staff recommendation.

- 10) Current Issue - Dangerous or Vicious Animal Restrictions and Provisions – to provide conditions when encountering a dangerous or vicious animal.

Proposed Amendment – More wording is required for this section such as:

If a dog has been deemed as dangerous by virtue of biting, menacing behaviour that endangers the safety and well-being of persons and animals, then the owner will require a special dog tag at a cost of \$150, must be muzzled, not permitted in lease-free City dog park, a warning sign is posted on the dog owner's property, information on the dog and that the dangerous dog receives training within 90 days of the order being issued.

- Can a clause be added to renew the 90-day order?

Resolution PD25-10-11

Moved by Councillor Purcell

Seconded by Deputy Mayor Abdallah

That Committee direct staff to add the dangerous or vicious animal restrictions clause.

Carried

11) Redemption of Impounded Animals – Attempt to contact owner/caregiver

Proposed Amendment - OSPCA would like to add a clause that a minimum of three attempts by OSPCA to contact the owner/caregiver during the hold period is provided. If after three documented attempts, no response is received from the owner or caregiver, the cat or dog shall be deemed forfeited to the OSPCA once the by-law mandated holding period has expired. This will allow the OSPCA to proceed with adoption, transfer or other placement of the cat or dog.

This clause provides legal clarity on when a cat or dog may be deemed forfeited, ensuring that the OSPCA has the authority to rehome the cat or dog without risk of challenge.

- What is the time frame of the three attempts to contact the pet owner?
 - Within the 5 days
- Can it be specified that the three attempts to contact the pet owner be spread out to possibly day 1, 3 and 5?
- Do we have authority to transfer ownership?
 - SPCA indicates that they do have authority to transfer as long as by-laws are explicit

Resolution PD25-10-12

Moved by Councillor Purcell

Seconded by Councillor Lafreniere

That Committee accepts staff recommendation with the inclusion of specific language on attempting to contact pet owner on day 1, 3 and 5.

Carried

12) Restraint – excessive barking and howling

Proposed Amendment – The City's Animal Control contractor has advised that establishing a clear time frame for what constitutes excessive barking and howling would strengthen enforcement efforts. A defined standard would make it easier to issue fines in a consistent manner and would also provide stronger grounds should the matter proceed to court. This clarification would ensure fairness for pet owners while supporting effective resolution of noise-related complaints. The Animal Control Contractor is suggesting 15 minutes of continuous barking and/or howling within a one-hour period would be considered excessive. Other municipalities such as Ajax have this provision in their by-law.

- 30 minutes of continuous barking is more reasonable than 15 minutes
- Amount of barking depends on breed

Committee felt a time limit was not necessary and provided direction to leave the existing wording in the new by-law.

13) Offence – Introduction of increased fines where a person contravenes same provision of by-law twice or more within one 12-month period.

Proposed Amendment – Where an owner contravenes the same provision within the Animal Control By-law twice or more within one 12-month period, the fine in respect to the second or more contravention is double the amount specified in respect of that provision. This increase in fine may hopefully deter owners from contravening the same section of the by-law multiple times.

- 12-month period refers to a rotating window

Committee accepted staff recommendation.

- Staff and Animal Control contractor are recommending some fines be increased by \$50 to \$75. The City of Pembroke's fines are low compared to other municipalities.

Committee accepted staff recommendation.

9. Adjournment

Resolution PD25-10-13

Moved by Deputy Mayor Abdallah

Seconded by Councillor Kuehl

That the Planning & Development Committee meeting of October 7, 2025, adjourn at 7:53 p.m.

Carried

Draft Finance and Administration Committee Meeting Minutes

Council Chambers
Pembroke, Ontario
October 7, 2025
7:53 p.m.

1. Call to Order

Present:

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

Regrets:

Also Present:

Dave Unrau, Chief Administrative Officer
Chief Scott Selle, Pembroke Fire Department
Angela Lochtie, Treasurer/Deputy Clerk
Nancy Rapin, Recording Secretary

Deputy Mayor Abdallah called the meeting to order at 7:53 p.m.

2. Disclosure of Pecuniary Interest and General Nature Thereof

There were no disclosures of pecuniary interest declared.

3. Approval/Amendment of Meeting Agenda

Resolution FA25-10-01

Moved by Councillor Lafreniere

Seconded by Councillor Plummer

That the agenda of the Finance & Administration Committee meeting of October 7, 2025, be approved as circulated.

Carried

4. Approval of Minutes

a. Finance and Administration Committee – September 2, 2025

Resolution FA25-10-02

Moved by Councillor Kuehl

Seconded by Councillor Plummer

That the minutes of the Finance and Administration Committee meeting of September 2, 2025, be approved as circulated.

Carried

5. Business Arising from Minutes

There was no business arising from the minutes.

6. Presentations and Delegations**7. New Business****a. PFD Monthly Report – September 2025**

Chief Selle presented the information report. A discussion was held and the following points were raised:

- Chief Selle was thanked for including information in lithium batteries
- The PPFFA was thanked for putting on Open House this weekend

b. Recreational Burning By-law Update – Chief Selle

Chief Selle presented the report. A discussion was held, and the following points were raised:

- Does a fine fee schedule get attached to the resident's agreement
 - Yes

Resolution FA 25-10-03

Moved by Councillor Kuehl

Seconded by Councillor Plummer

That the Finance and Administration Committee endorse and recommend to Council the approval of an updated Recreational Open-Air Burning By-law, as presented.

Carried

c. Transit Update (Aug – Sep 2025)

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

- Is there a set route?
 - No set route – uses fastest route, not door to door depending on scheduled pick ups
- Are numbers Ottawa Valley Transit only, does not include Handi-bus numbers?
 - Handi-bus ridership has increased
- Many residents very happy with transit
- Expect to see higher numbers in winter
- Numbers are on target
- Can we see how many individual riders?
- How difficult would it be to add bike racks to busses?
- Treasurer was thanked for the tremendous amount of work put into this project
- Deputy Mayor was thanked for being the driving force behind this project
- There are more opportunities for Co-op students to apply to different employers because of transportation availability now

d. Transit Committee Terms of Reference Update

Treasurer/Deputy Clerk Lochtie presented the report.

Resolution FA 25-10-04

Moved by Councillor Kuehl

Seconded by Councillor Lafreniere

That the Finance and Administration Committee approve the revised Terms of Reference for the Transit Committee and direct staff to advertise for the vacant committee positions, as presented.

Carried

e. ZEVIP Grant Update

Treasurer/Deputy Clerk Lochtie presented the report.

Resolution FA 25-10-05

Moved by Councillor Plummer

Seconded by Councillor Jacyno

That the Finance and Administration Committee direct staff to repeal By-law 2025-25, being a by-law to authorize the entering into of a contribution agreement for the Zero Emissions Vehicle Infrastructure Program (ZEVIP), and direct staff to delay any purchase of electric vehicles until the next term of Council, starting with small, light-duty passenger electric vehicles, as presented.

Carried

8. Adjournment

Resolution: FA-25-10-06

Moved by Councillor Kuehl

Seconded by Councillor Lafreniere

That the Finance and Administration Committee meeting of October 7, 2025, adjourn at 8:35 p.m.

Carried



Ottawa Valley Waste Management Board Minutes June 19, 2025

A meeting of the above Board was held at 3:40 p.m. on the above date, with the following persons in attendance:

Ottawa Valley Waste Management Board:

Steve Bennett, Chairperson, Township of Laurentian Valley
Murray Rutz, Member, Vice-Chairperson, Town of Petawawa
Andrew Plummer, Member, City of Pembroke

Ottawa Valley Waste Recovery Centre:

Laurie Benjamin, General Manager
Elizabeth Graham, Communications and Special Waste Supervisor
Ron McMillan, Operations Supervisor

Jack Wilson, Township of Laurentian Valley, PLC Member

Regrets:

James Brose, Member, Township of North Algona Wilberforce

Quorum

The attendance of at least two-thirds of the members of the Board representing the parties hereto shall constitute a quorum at the Board meeting. A quorum is in attendance for today's meeting.

Votes

For today's meeting the total number of votes is 11, all matters coming before the Board for approval or consideration shall be decided by a majority vote of greater than 50% of the total votes taken regarding any matter before the Board for decision where such majority vote represents a majority vote of greater than 50% of the parties voting.

1. Approval of June 19, 2025 Meeting Agenda

Moved by: Murray Rutz

Seconded by: Andrew Plummer

That the June 19, 2025 agenda be approved as amended.

11c. Closed Session – Personnel Matters Regarding an Identifiable Individual

Carried

2. Declaration of Pecuniary Interest

None.

3. Approval of March 20, 2025 Meeting Minutes

Moved by: Murray Rutz

Seconded by: Andrew Plummer

That the Minutes of March 20, 2025 meeting be adopted as presented.

Carried

4. Quarterly Tonnage Reports

This report was presented for information purposes only.

5. Quarterly Finance Reports (Report 25-A-12)

This report was presented for information purposes only.

6. Corporate Policies

6a. Policy A-04 – Workplace Discrimination and Harassment

A resolution was passed:

Resolution

That:

The Board approve Corporate Policy A-04, Workplace Discrimination and Harassment.

Moved by: Murray Rutz

Seconded by: Andrew Plummer

Carried

6b. Policy A-09 – Violence in the Workplace

A resolution was passed:

Resolution

That:

The Board approve Corporate Policy A-09, Violence in the Workplace.

Moved by: Andrew Plummer

Seconded by: Murray Rutz

Carried

6c. Policy A-10 – Integrated Accessibility Standards Policy

A resolution was passed:

Resolution

That:

The Board approve Corporate Policy A-10, Integrated Accessibility Standards Policy.

Moved by: Murray Rutz

Seconded by: Andrew Plummer

Carried

6d. Corporate Policy E-02 – Statutory and Paid Holidays

A resolution was passed:

Resolution

That:

The Board approve Corporate Policy E-02 Statutory and Paid Holidays.

Moved by: Andrew Plummer

Seconded by: Murray Rutz

Carried

7. Hazardous Waste Disposal Tender (Report 25-A-13)

A resolution was passed:

Resolution

That:

That the Board award the tender for Collection and Removal of Household Hazardous Waste to GFL

Environmental Services Inc. for a two-year term with the option to extend for two 1-year terms.

That the Board accept staff's recommendation to no longer provide Event Days for the collection of hazardous waste.

Moved by: Murray Rutz

Seconded by: Andrew Plummer

Carried

8. Scale Replacement (Report 25-A-14)

This report was presented for information purposes only.

9. Blue Box Transition/Circular Materials Update (Report 25-A-15)

This report was presented for information purposes only.

10. Landfill Expansion Update (Report 25-A-16)

This report was presented for information purposes only.

11. Information Items

a. PLC Meeting Minutes, March 26, 2025

b. Algonquin Park Letter, April 17, 2025

c. Closed Session

A resolution was passed:

Resolution

That:

The Board go into Closed Session to discuss:

a. Personnel Matters Regarding an Identifiable Individual

Moved by: Murray Rutz

Seconded by: Andrew Plummer

Carried

Return to Open Session

A resolution was passed:

Resolution

That:

The Board come out of Closed Session.

Moved by: Andrew Plumer

Seconded by: Murray Rutz

Carried

12. Next Meeting

Call of the Chair.

Motion to Conclude

Moved by: Andrew Plummer

Seconded by: Murray Rutz

Carried

Meeting concluded at 4:36 p.m.

June 19, 2025 OVWMB Meeting

Minutes Prepared By: Elizabeth Graham

Distribution: All Present
 CAO's/Treasurers
 Welch & Company

PEMBROKE HERITAGE MURALS© since 1989

October 1st @ 1:30 pm

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

PRESENT: Pamela Dempsey, Jane Kielman, Dennis Corrigan

REGRETS: Councillor Ed Jacyno, Claudia Gadinger

AGENDA: MOTION by Dennis APPROVED

MINUTES: September 3rd MOTION by Jane APPROVED

CORRESPONDENCE:

FINANCIAL REPORT:

No activity in September. General Account: \$4,318.36

Speed Pro Signs: Cost to replace two storyboards at the Pembroke Farmers Market: \$ 1,081.35

MOTION APPROVED by Dennis & Jane

BUSINESS ARISING:

Primary M&R:

‘Canadian Armed Forces-At The Ready’

On September 26th, Pam sent an email to Mayor Gervais & Mr. Unrau asking for their assistance in a legal document /waiver for an artist to sign. The PHM Committee has no right to prepare any type of legal document as the City owns Pembroke Heritage Murals. Mr. Unrau replied that he will ask the City’s lawyer to prepare a waiver. Only the artist would need to sign the waiver.

After the meeting, we decided to go to the mural and seal the damaged seams with Gorilla Patch & Seal: a clear, waterproof, rubberized sealer.

“The Timber Raft”:

No word from Walsh Bros as to when they will repair the frame etc: it will be this month.

We still have fall weeding and cleanup to do.

Minor M&R:

Pam: I doubt we will get to “The Unity Mural” & ‘The Pioneers of Pembroke Township’ for minor repairs this season: too many other items that need our attention.

“CPR Water Tower” original painting: a suitable length of weathered wood not ‘found’ yet.

Claudia: As Claudia is absent, we have no reply regarding a vote on PHM

NEW BUSINESS:

Last meeting, Ed suggested we consider the Renfrew County building as a potential public place to donate one or more original paintings. Dennis suggested we make sure the painting fits the history of the County, not just Pembroke.

Jane suggested the Marguerite Centre on MacKay Street as another potential site.

We did discuss how far we want to go with donations of paintings. Agreed, that the Irving Big Stop must remain a primary site for display: patrons really enjoy them. As a busy restaurant, it is a significant promotion site. Pam: possibly two paintings could be removed.

Other:

The City has begun to discuss events & activities to celebrate Pembroke’s Bicentennial in 2028.

Elijah sent us two sites a committee has thought of as possible sites for a mural: they are two metal trestles one at Paul Martin Drive the other at the Waterfront. We agreed the metal sites are not realistic; they would be very expensive projects. Plus, there is the possibility of rusty water dripping over the mural.

We have three other sites to suggest: Hwy 17 & 41 entrance to the City; the parkette at the corner of Bennet and Paul Martin; the concrete wall at the Paul Martin trestle site.

Pam: The paints & supplies will need to go to storage later this month.

Adjourn: 2:45 pm

Next Meeting: November 5th

Touring murals is a safe activity

*No meeting in December 2025

*Mural Inspection January 2026

*Next meeting February 2026.

By virtue of the power vested in me

I Hereby Declare

October 23rd, 2025

as the

Operator Appreciation Day

in the City of Pembroke.

Whereas Water, Wastewater and Stormwater Operators are dedicated professionals working tirelessly behind the scenes to ensure the delivery of clean, safe drinking water, the effective treatment of wastewater, and the sound management of stormwater systems; and

Whereas Water Operators oversee complex treatment systems, monitor water quality, and respond to system demands and emergencies to ensure continuous access to safe water; and

Whereas Wastewater Operators are responsible for the collection and treatment of sewage and industrial waste, preventing pollution in our river, lakes, and natural ecosystems; and

Whereas Stormwater Operators protect properties and infrastructure by managing runoff, reducing flood risk and enhancing water quality through innovative green infrastructure; and

Whereas the dedication and expertise of these vital workers ensure our community remains safe and sustainable.

Therefore: I, Ron Gervais, Mayor of the City of Pembroke, hereby proclaim October 23rd, 2025, “Operator Appreciation Day” in the City of Pembroke, dedicated to recognizing the vital contributions of Ontario’s Water, Wastewater, and Stormwater Operators.

Dated in the Mayor’s Office this 4th day of November, 2025

Ron Gervais
Mayor, City of Pembroke

The Corporation of the City of Pembroke

By-law Number 2025-76

A By-law to authorize the entering into an Agreement for the construction and maintenance of a sidewalk on Highway 148 adjacent to the City of Pembroke jurisdiction between the Minister of Transportation for the Province of Ontario and the Corporation City of Pembroke

Whereas The lands comprising a public highway, being the existing King's Highway 148 (the "Highway"), are vested in the Ministry and are under the jurisdiction and control of the Ministry;

Whereas The Ministry will design and construct a sidewalk (hereinafter referred to as "The Sidewalk") for pedestrian purposes within the Highway, as shown on the drawings attached as Schedule "A" Locations described as,

Greenside Drive to Pembroke City Limits - Left 9+949 to 1 0+ 134,
- Right 9+989 to 10+555

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

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

And Whereas the Municipal Council of the Corporation of the City of Pembroke finds it expedient to enter into an agreement for the construction and maintenance of a sidewalk on Highway 148 as outlined in Schedule "A";

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

1. That the Mayor and Chief Administrative Officer be, and they are, hereby authorized to execute the for the Construction and Maintenance Sidewalk Agreement between The Minister of Transportation for the Province of Ontario and the Corporation of the City of Pembroke; a copy of which is attached and marked as Schedule "A" to this by-law.
2. This by-law shall come into force and take effect upon the date of the final passing thereof.

Passed and Enacted this 4th Day of November, 2025.

Ron Gervais
Mayor

Victoria Charbonneau
Clerk

- 1 -

THIS AGREEMENT made this _____ day of _____, 2025

BETWEEN:

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

OF THE FIRST PART

- and -

**THE CORPORATION OF THE CITY OF PEMBROKE, a Municipality incorporated under
the laws of the Province of Ontario
(hereinafter referred to as the "Corporation")**

OF THE SECOND PART

WHEREAS:

- A. The lands comprising a public highway, being the existing King's Highway 148 (the "Highway"), are vested in the Ministry and are under the jurisdiction and control of the Ministry;
- B. The Ministry will design and construct a sidewalk (hereinafter referred to as "The Sidewalk") for pedestrian purposes within the Highway, as shown on the drawings attached as Schedule "A"
Locations described as,
Greenside Drive to Pembroke City Limits - Left 9+949 to 10+134
Right 9+989 to 10+555
- C. The Ministry is of the opinion that the construction, maintenance and use of the Sidewalk can be carried out without unduly interfering with the public use of the Highway;
- D. This Agreement is deemed to be a permit to the Corporation from the Ministry under section 34(2)(a) of the *Public Transportation and Highway Improvement Act* R.S.O. 1990, c. P.50 as amended ("PTHIA");
- E. The Corporation shall apply for and obtain a more a specific permit ("Permit") from the Ministry before conducting any construction, repair or maintenance of the Sidewalk in accordance with the requirements of section 34 of the PTHIA as further specified herein; and
- F. The Ministry has agreed to allow the Corporation to repair, maintain and use the Sidewalk upon the terms and conditions of this Agreement.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

TERM

1. The term of this Agreement shall be for one (1) year commencing on the day of the issuance of the Permit, provided that the term shall be automatically renewed for further periods of one year commencing on its anniversary date unless a party gives the other not less than sixty (60) days prior written notice of its intention to terminate this Agreement at the end of the term or current renewal term.

USE

2. Upon execution of this Agreement by both parties the Corporation may design, construct, repair, maintain and use the Sidewalk as a pedestrian walkway in general as more particularly set out herein.

APPROVAL

3. The Ministry grants only permission pursuant to the provisions of the PTHIA, and the Corporation shall be responsible for obtaining all approvals required from any other authority in order to carry out any activity with respect to the Sidewalk.

CORPORATION'S RESPONSIBILITIES

4. The Corporation shall:
 - a. For all newly constructed sidewalks:

Locations described as,

Greenside Drive to Pembroke City Limits - Left 9+949 to 10+134

Right 9+989 to 10+555

- i. be responsible for the provision of any and all maintenance and repair of the Sidewalk, including all illumination associated with the Sidewalk, as well as the removal of debris, garbage, vegetation and snow; and shall carry out Sidewalk maintenance and any and all other work or services incidental to maintenance and repair, and for any and all costs for said maintenance and repair, including power consumption;
- ii. ensure that any maintenance and repair performed with respect to the Sidewalk is performed promptly and in such a manner so as to cause no interference with the Highway or the use of the Highway by the public;
- iii. compensate the Ministry in full for any damage caused or any harm done to the Highway and associated structures and road equipment as a result of maintenance and repair performed, or not performed, as the case may be, by the Corporation with respect to the Sidewalk;
- iv. complete modifications of access points to the Sidewalk as per Ministry standards as set out in any Permits;

- v. take all reasonable steps required to ensure the Sidewalk is used for public leisure uses such as walking and cycling uses and no other uses within the Highway property limits. Motorized vehicles are not permitted;
- vi. supervise the use of the Sidewalk within the Highway property limits as reasonably required to protect the public and adjacent property owners from vandalism and other criminal acts;
- vii. be responsible for Sidewalk signing. The Corporation shall not place any Sidewalk signs within the Highway property limits without the prior written approval and/or a Permit from the Ministry. The Ministry may remove and dispose of any Sidewalk signs placed without the required approval;
- viii. obtain prior written approval in the form of a Permit from the Ministry and comply with the terms and conditions therein for work, other than routine annual or periodic maintenance, that is to be undertaken on the Sidewalk by non-Ministry personnel. The Ministry may renew the Permit upon request of the Corporation. After obtaining the Ministry's approval, the Corporation shall notify the Ministry at least seven days before carrying out any such work; and
- ix. be responsible for the costs and maintenance of any modifications to the Highway or its structures necessitated because of the Sidewalk system.

EMERGENCY AND HIGHWAY PURPOSES

- 5. Notwithstanding any other provision of this Agreement, the Ministry may suspend or terminate this Agreement at any time before the expiry of its term, if the Ministry deems, in its sole discretion, that;
 - (a) it requires the lands under the Highway occupied by the Sidewalk for an emergency or for the purposes of installing, repairing or maintaining the Highway, or other public needs; or
 - (b) emergency work must be carried out by the Ministry on the Highway in order to protect the travelling public and/or preserve the integrity of the Highway right-of- way;

on condition that the Ministry give the Corporation oral or written notice of such emergency or need to install, repair or maintain the Highway. The Ministry shall not be liable to the Corporation for any costs incurred by the suspension or termination of this Agreement, or any costs incurred by the Corporation to restore the Sidewalk by reason of this Section.

LIABILITY

- 6. The Corporation shall indemnify and save harmless at all times, including after the termination of this Agreement, the Ministry, its Minister, servants, employees, and agents from and against any and all demands, losses, costs (including reasonable legal costs), damages, injuries (including death), claims, actions or causes of action, proceedings, in any manner arising due to, out of, from, or in connection with the existence of this Agreement.

7. The Corporation shall reimburse the Ministry for all costs reasonably incurred by the Ministry to repair and maintain the Highway when the need for such repair and maintenance can be reasonably attributed to the negligent failure by the Corporation to comply with the provisions of this Agreement.
8. The Ministry shall not be liable in any manner whatsoever for any loss, injury, or damage to person or property including loss of life, by whosoever suffered, that in any way is connected to the establishment, use or the operation of the Sidewalk unless caused by the negligence or the wilful act of an employee or agent of the Ministry while acting within the scope of his or her employment or agency respectively. The Ministry shall not be liable for any incidental, indirect, special or consequential damages or loss of use, revenue or profit suffered by any party arising out of or in any way connected to this Agreement. These provisions shall survive the termination or expiry of this Agreement.
9. The terms of this Agreement are hereby deemed to be terms of a Permit from the Ministry to the Corporation, pursuant to section 34(16) of the PTHIA, allowing the Sidewalk to be located within the Highway property limits, and the Sidewalk shall be subject to the authority of the Ministry accordingly.
10. The Corporation warrants that it has taken all necessary steps, done all acts, passed all by-laws and obtained all approvals within its power required to give it authority to enter into this Agreement.

TITLE IN THE MINISTRY PROPERTY LIMITS / PTHIA SECTION 33(1) UNDERTAKING

11. The parties agree that:
 - (a) no provision of this Agreement, nor any construction, repair, maintenance or use of the Sidewalk is to be construed as creating in the Corporation any right, title or interest in the Ministry's property limits or fixtures erected thereon other than the right to construct, repair, maintain and use the Sidewalk in accordance with the terms of this Agreement; and
 - (b) the Sidewalk is hereby deemed to be, also a municipal undertaking of the Corporation within the Highway property limits under the end portion of section 33(1) of the PTHIA whereby the Corporation is liable for want of repair of the municipal undertaking whether the want of repair is the result of nonfeasance or misfeasance, in the same manner and to the same extent as in the case of any other like work constructed by the Corporation.

INSURANCE

12. The Corporation shall, during the term of this Agreement, have in place at its cost, with insurers having a secure A.M. Best rating of B+ or greater or the equivalent, a fully paid-up commercial general liability policy of insurance covering third party property damage, bodily injury and personal injury.

TERMINATION

13. The Ministry may terminate this Agreement at any time, without cause, upon sixty (60) days written notice being provided to the Corporation.
14. The Ministry may terminate this Agreement, immediately upon providing notice to the Corporation, if the Corporation fails to fulfil any of the terms and conditions of this Agreement.
15. Notwithstanding Section 14, the Ministry may, in its reasonable discretion, give written notice to the Corporation of a breach of the terms and conditions of this Agreement and allow the Corporation a reasonable period of time in which to remedy the breach.
16. The Ministry's rights under Section 14 and Section 15 shall not in any manner be prejudiced even if the Ministry has overlooked or condoned any non-compliance with the terms and conditions of this Agreement by the Corporation.

MINISTRY'S RIGHTS ON TERMINATION

17. In the event of the termination of this Agreement, the Ministry shall be under no further obligation to the Corporation, except to recover from the Corporation any damages, costs and expenses incurred as a result of such termination.
18. Upon the termination of this Agreement, the Corporation shall, at its sole cost and expense, remove entirely any fixtures, unless otherwise instructed by the Ministry, and restore the lands upon which the Sidewalk is located to a condition at least as good as their former condition, including the replacement of any fences or other barriers present at the commencement of this Agreement.
19. Should the Corporation fail to comply with Section 18 of this Agreement, the Ministry may undertake to do anything that will remedy the default and may, without foregoing any other remedies, perform the removal, restoration or replacement work and the Corporation shall be required to pay the Ministry for all reasonable costs to perform the said work.

COSTS

20. In accordance with the infrastructure agreement, the Corporation shall pay the Ministry the amount noted in that agreement for the sidewalk.
21. The Corporation shall not be required to pay any further costs other than the amount set out as Schedule "B" for the construction of the sidewalk.

CONFLICTS

22. Where there is a conflict between this Agreement and the terms and conditions contained in a Permit issued to the Corporation, the terms and conditions contained in this Agreement shall govern. Such Permit shall have annotated on it:

"this Permit is subject to the terms of an Agreement dated the ____ day of _____, 2025 between the Ministry of Transportation and the Corporation."

23. Where there is a conflict between this Agreement and the terms and conditions of other agreements that the Corporation may have entered into with another party, this Agreement shall govern.

NOTICES

24. Any notices to be given under the provisions of this Agreement shall be in writing and shall be given by personal delivery or sent by facsimile or mailed by prepaid registered mail. Subject to change by either party with written notice, notice shall be addressed as follows:

To the Ministry:

Kartik Suresh
Head, Corridor Management East
Ministry of Transportation
1355 John Counter Blvd.
Kingston, ON, K7L 5A3

With a copy to:

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

To the Municipality:

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

With a copy to:

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

Such notices, invoices, demands, or correspondence as aforesaid shall be deemed to have been received by the party to whom it is mailed on the third business day following the day of posting, or on the day of delivery or transmission if provided by personal delivery, or facsimile, unless delivered or transmitted on a weekend or a holiday, in which case such notice shall be deemed to have been received on the next business day. In the event in an interruption in the postal service, notice shall be given by personal delivery or facsimile.

SUCCESSORS AND ASSIGNS

25. This Agreement shall enure to the benefit of, and be binding upon, the parties hereto and their respective successors and permitted assigns.
26. This Agreement may not be assigned by the Corporation without the prior written consent of the Ministry.

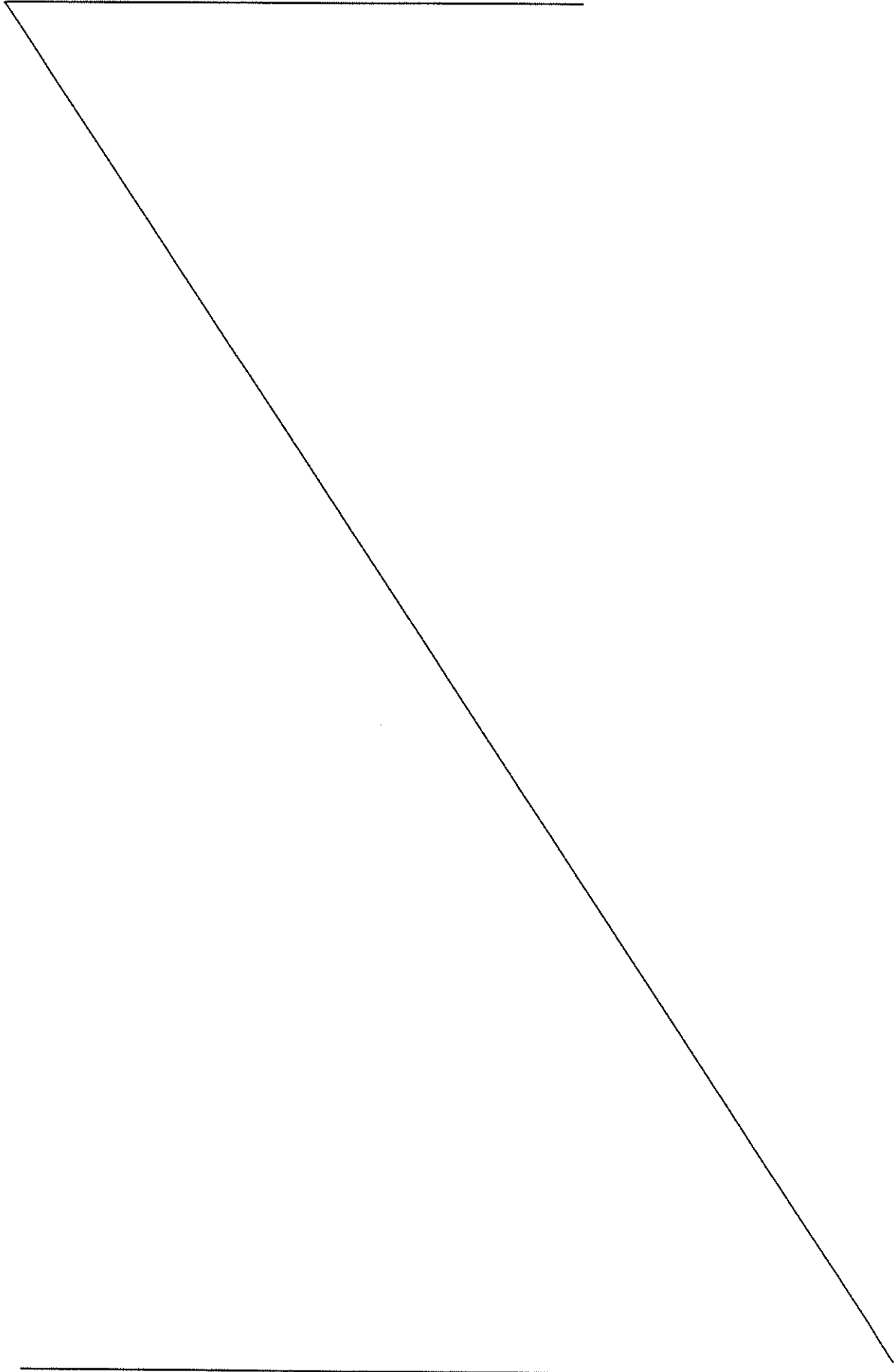
SEVERABILITY

27. If any provision of this Agreement or portion thereof or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable:
- (a) the remainder of this Agreement and its application to any person or circumstances shall not be affected thereby; and
 - (b) the parties hereto will negotiate in good faith to amend this Agreement to implement the intentions set forth herein.

28. Each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

NO PARTNERSHIP

29. The parties understand and agree that nothing contained in this Agreement shall constitute or be deemed to create a partnership or joint venture between the parties hereto.



APPLICABLE LAW

30. This Agreement shall be governed by the laws of the Province of Ontario and the federal laws of Canada.

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

IN WITNESS WHEREOF the Ministry of Transportation for the Province of Ontario has hereunto set its hand and the Corporation has hereunto affixed its corporate seal duly attested by the hands of the proper signing officers in that behalf and the said signing officers certify that they have authority to bind the corporation.

IN WITNESS WHEREOF contained in this Agreement.
SIGNED this _____ day of _____, 20____.

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

Melissa Buelow Head, Program Delivery, DEB, TIMD (ONTARIO)

SIGNED AND SEALED this _____ day of _____, 20____.

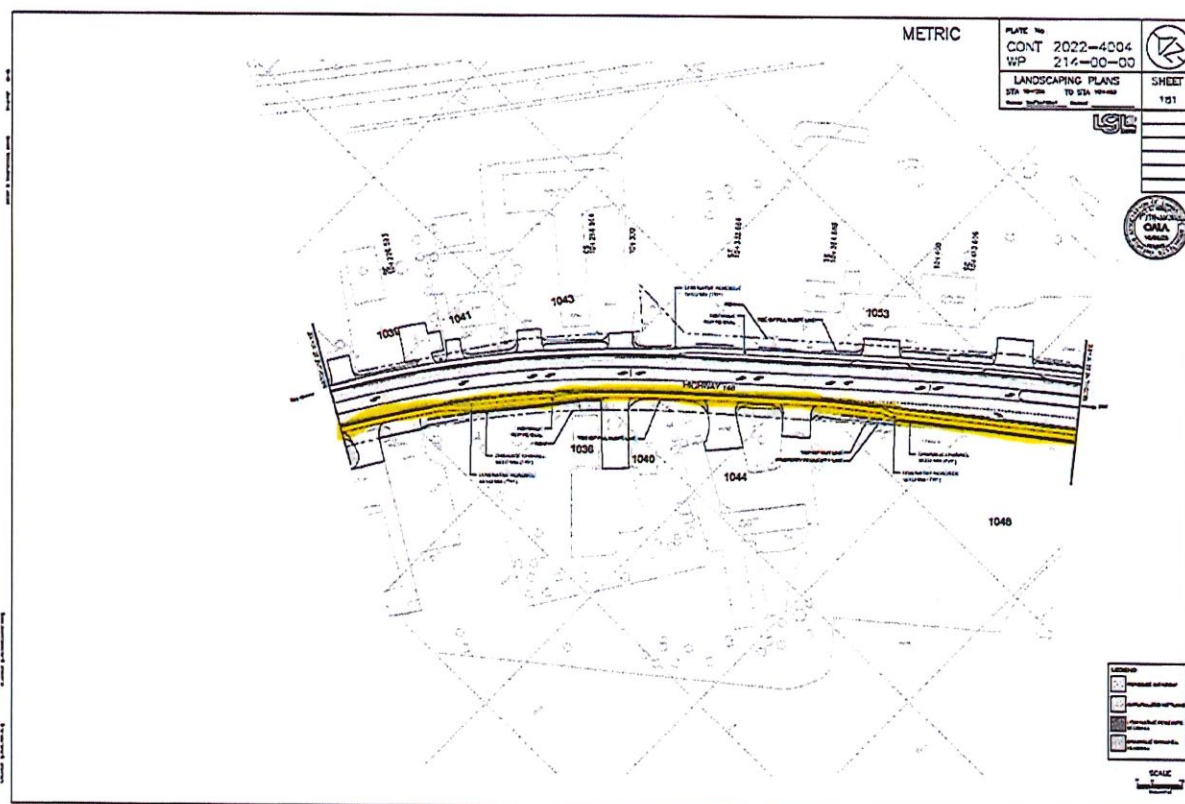
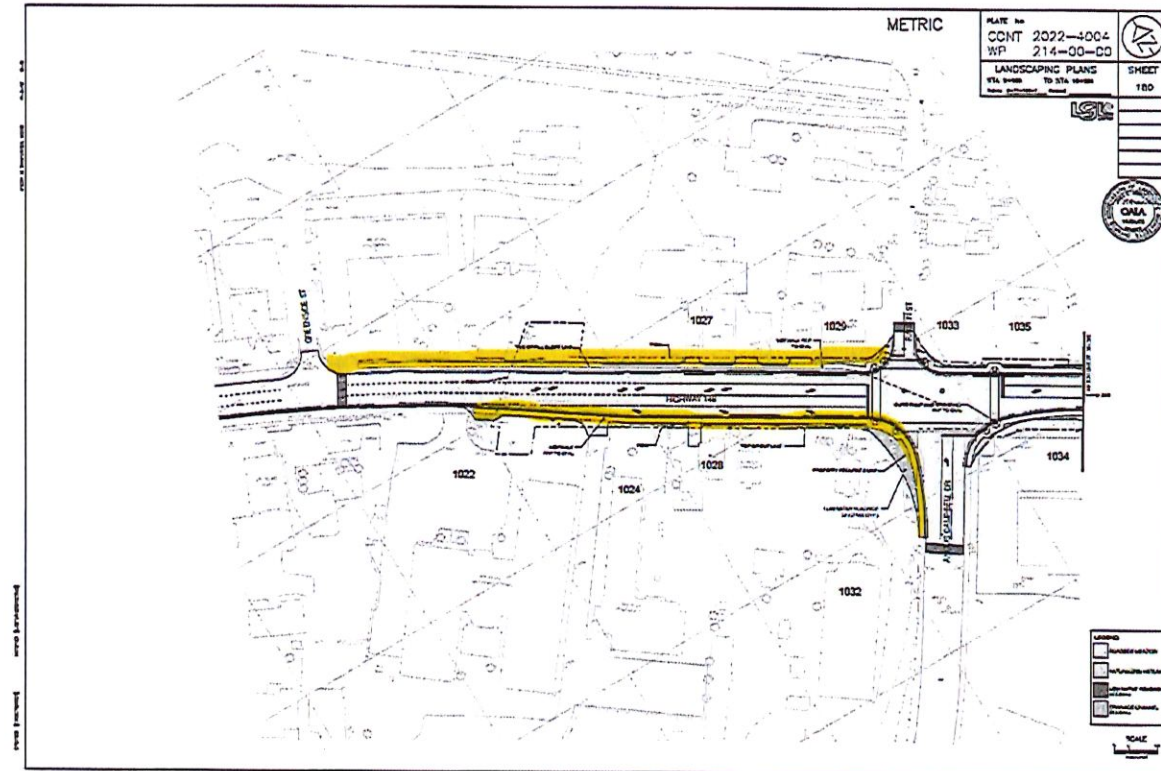
(THE CORPORATION OF THE CITY OF
PEMBROKE)

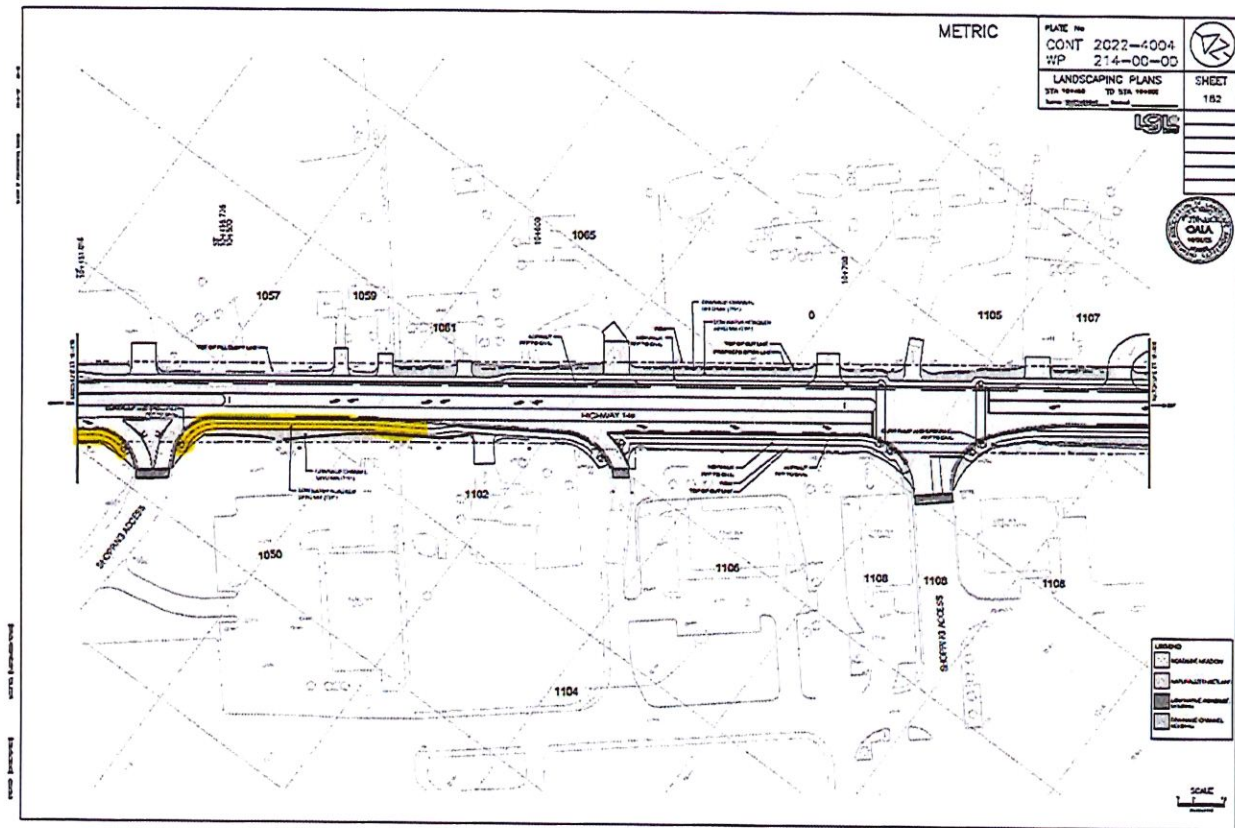
Mayor, Ron Gervais

Chief Administrative Officer/Clerk, David Unrau

Schedule "A"

to an Agreement between the Ministry of Transportation and the Corporation of the City of Pembroke – Newly constructed sidewalk





Schedule "B"
to an Agreement between the Ministry of Transportation and the Corporation of the City of
Pembroke – Infrastructure Funding Agreement

The Corporation of the City of Pembroke

By-law Number 2025-42

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

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

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

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

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

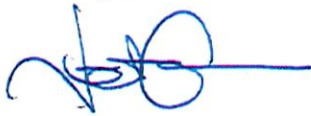
Now Therefore the Municipal Council of the Corporation of the City of Pembroke enacts as follows:

1. That the Mayor and Chief Administrative Officer be, and they are, hereby authorized to execute the Rehabilitation of a Portion of the King's Highway 148 (Angus Campbell Drive to Greenwood Road) Agreement between The Minister of Transportation for the Province of Ontario and the Corporation of the City of Pembroke; a copy of which is attached and marked as Schedule "A" to this by-law.
2. This by-law shall come into force and take effect upon the date of the final passing thereof.

Passed and Enacted this 15th Day of April, 2025.



Ron Gervais
Mayor



Victoria Charbonneau
Clerk

THIS AGREEMENT made this 15th day of April, 2025.

B E T W E E N:

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

- and -

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

(together the "Parties")

WHEREAS:

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

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

DEFINITIONS

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

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

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

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

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

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

DESIGN

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

TENDERING

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

CONSTRUCTION

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

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

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

PAYMENT

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

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

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

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

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

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

GENERAL PROVISIONS

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

To the Ministry:

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

With a copy to:

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

To the Municipality:

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

With a copy to:

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

25. The Municipality warrants that it has taken all necessary steps, done all acts, passed any necessary by-laws and obtained all approvals within its power legally required to give it the authority to enter into this Agreement.
26. The rights, duties and powers of the Minister under this Agreement may be exercised by the Director.
27. Any changes, alterations or amendments to this Agreement shall be made in writing and signed by both Parties.
28. This Agreement shall be governed by the laws of the Province of Ontario and any applicable federal laws of Canada.
29. This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter of this Agreement and supersedes all prior commitments, statements, promises, warranties, representations, arrangements, negotiations,

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

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

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

IN WITNESS WHEREOF contained in this Agreement.

SIGNED this 24 day of July, 2025.

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

on behalf of



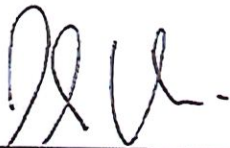
MINISTER OF TRANSPORTATION (ONTARIO)

SIGNED AND SEALED this 15th day of April, 2025.

(THE CORPORATION OF THE CITY OF
PEMBROKE)



Mayor, Ron Gervais

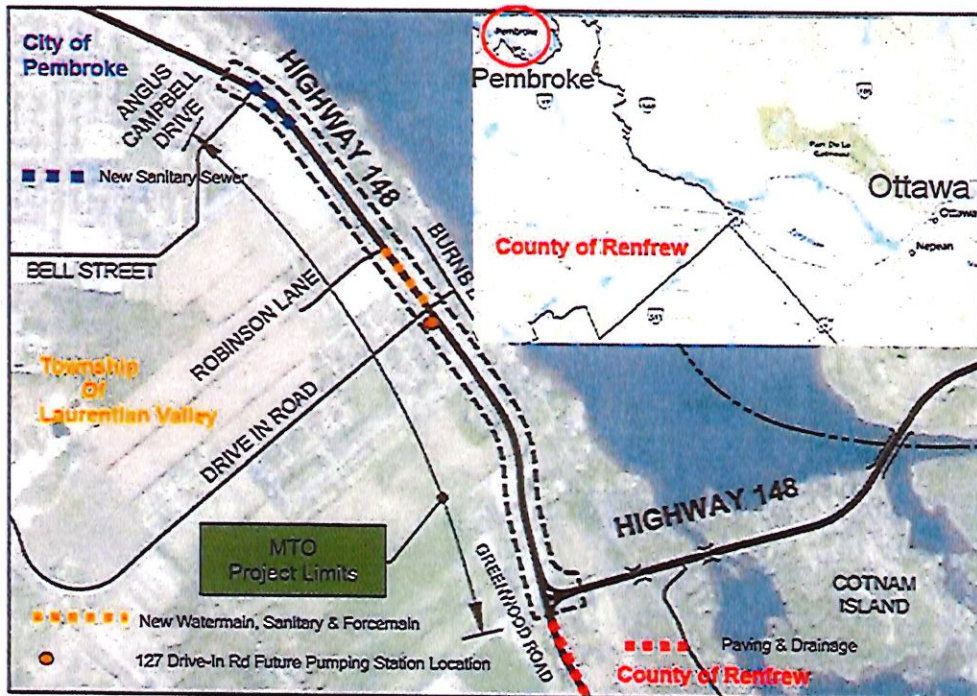


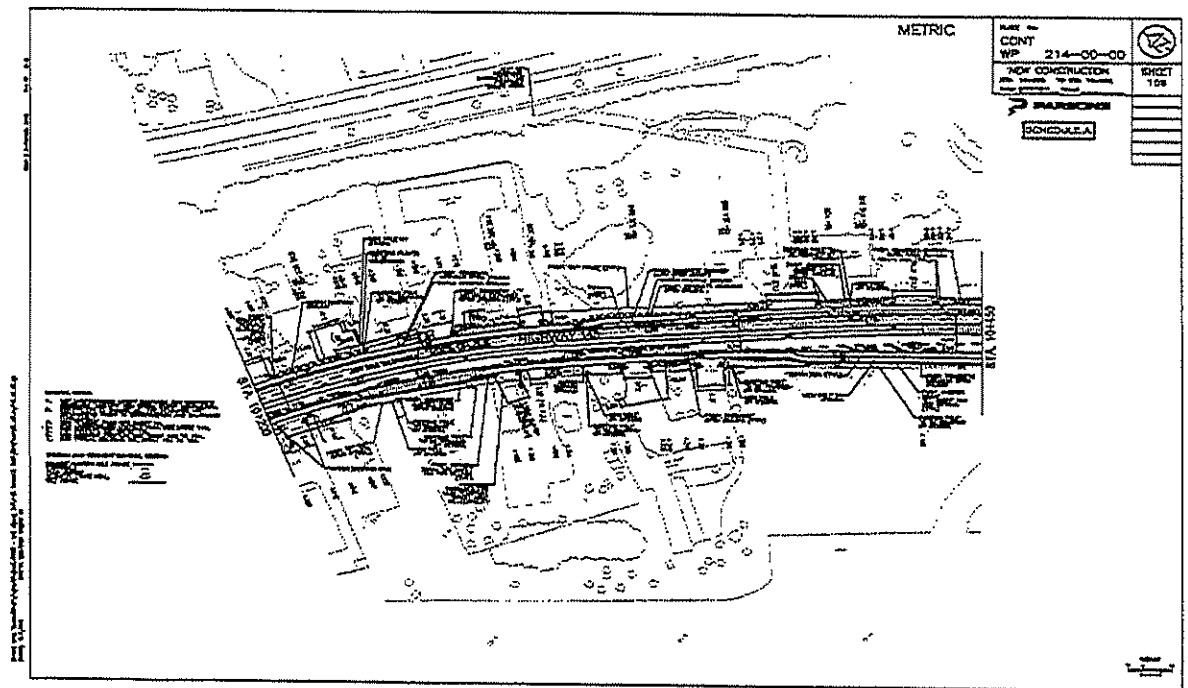
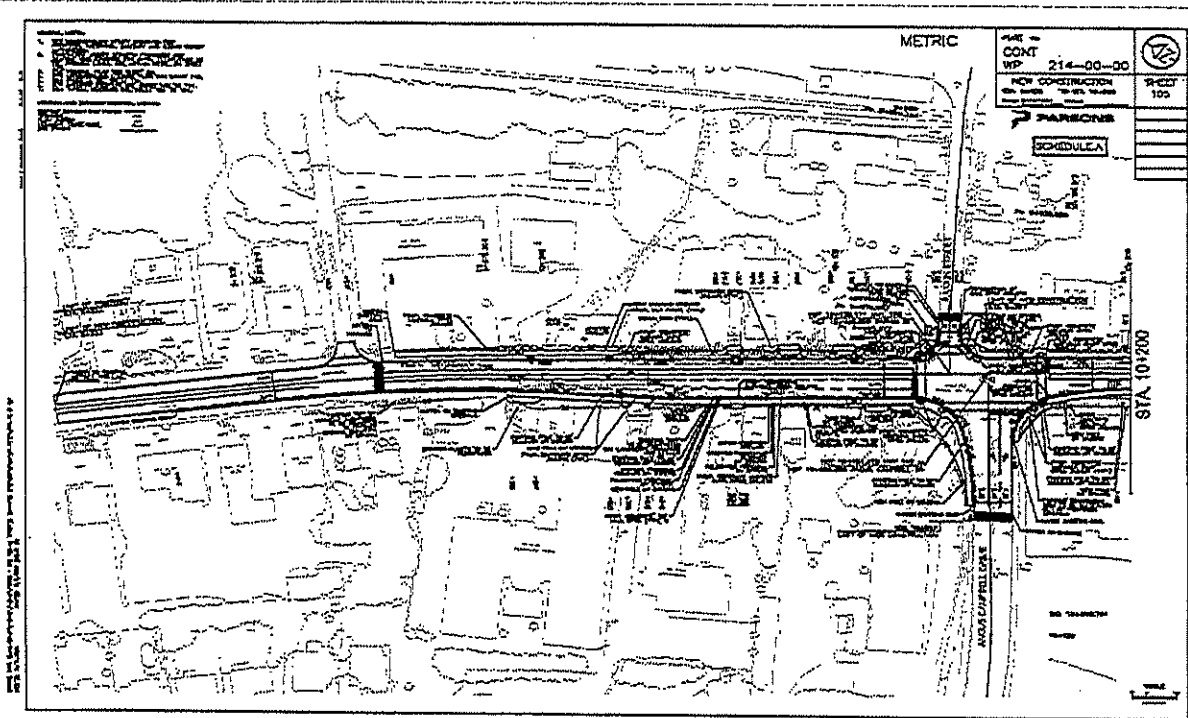
Chief Administrative Officer/Clerk, David Unrau

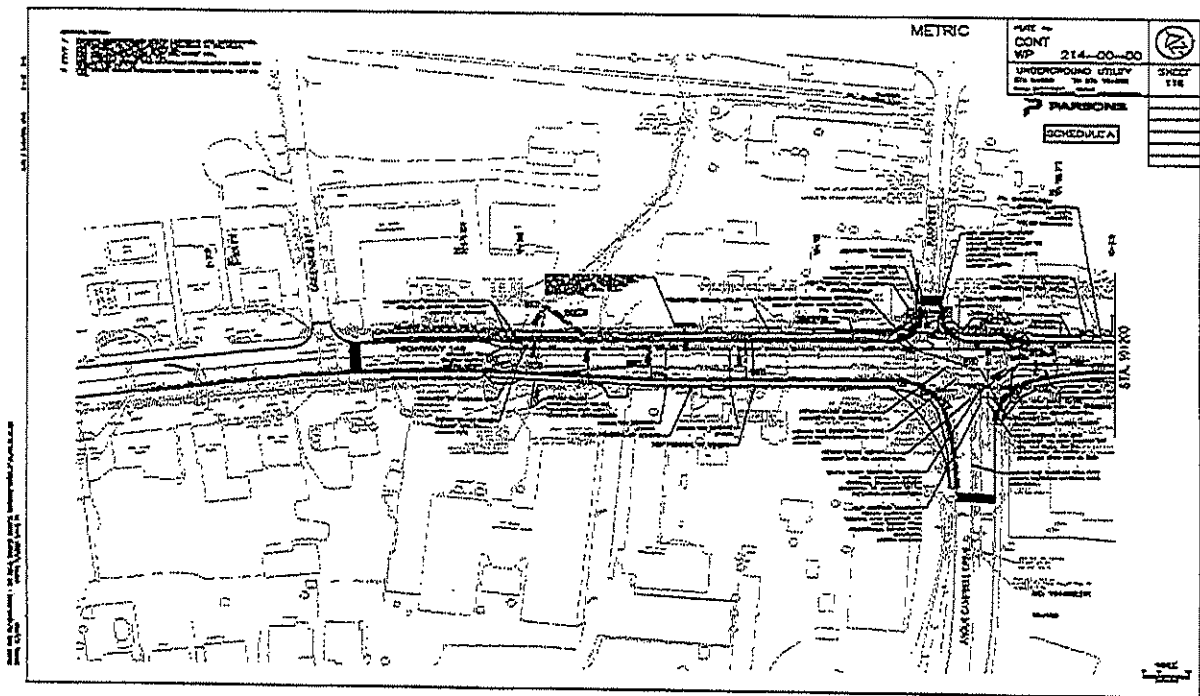
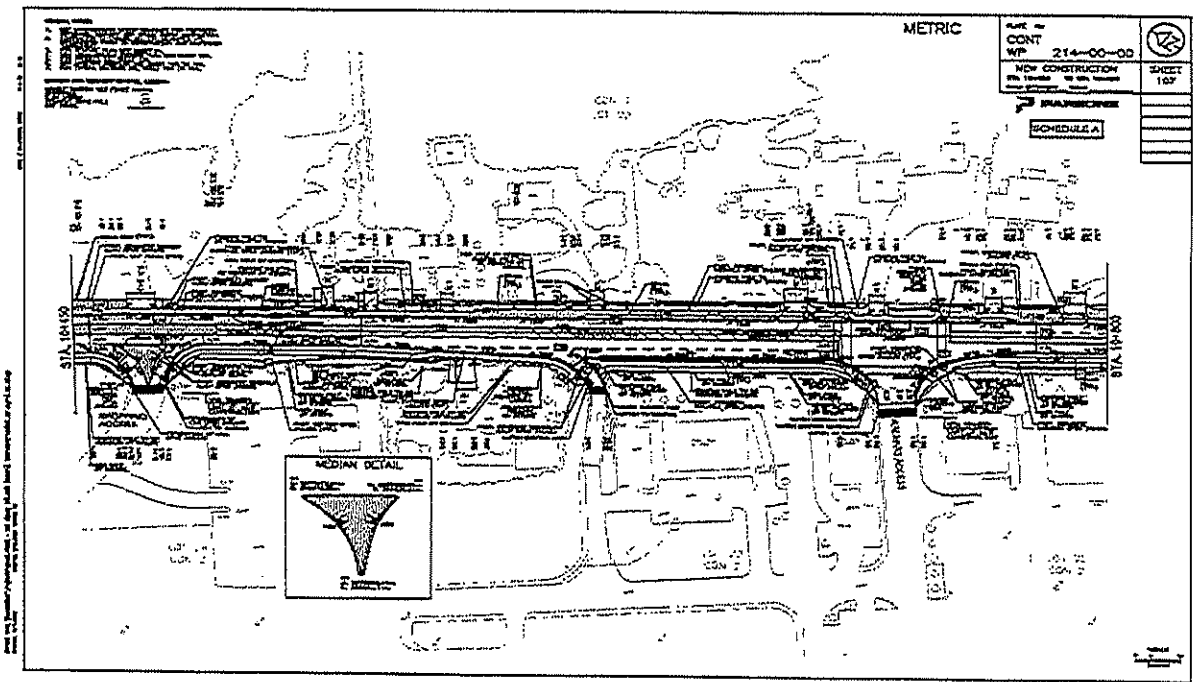
SCHEDULE "A"

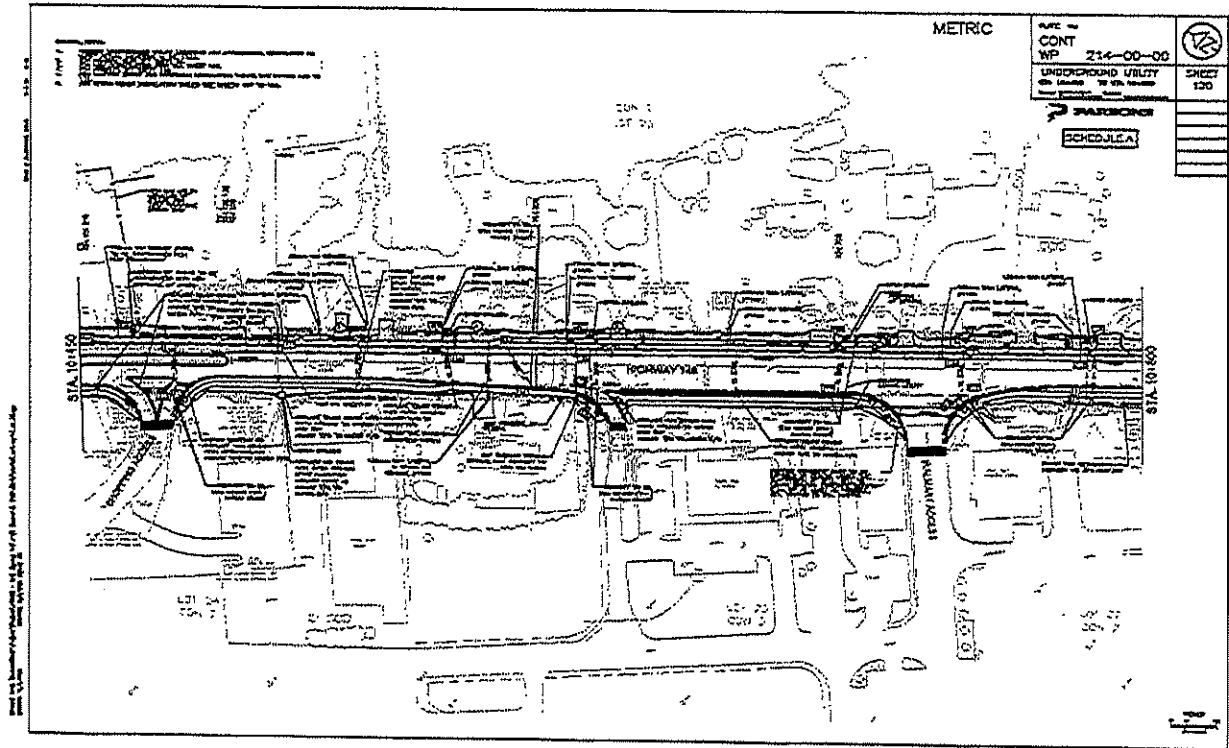
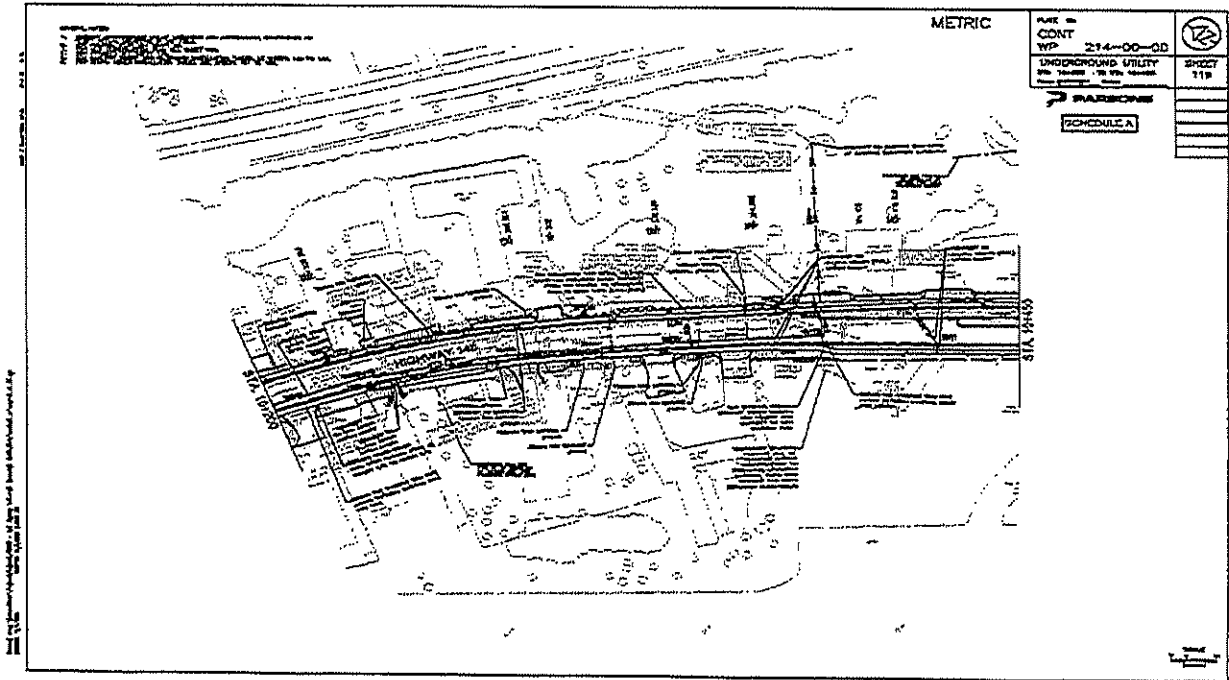
to an Agreement between the Minister of Transportation and the Corporation of the City of
Pembroke

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





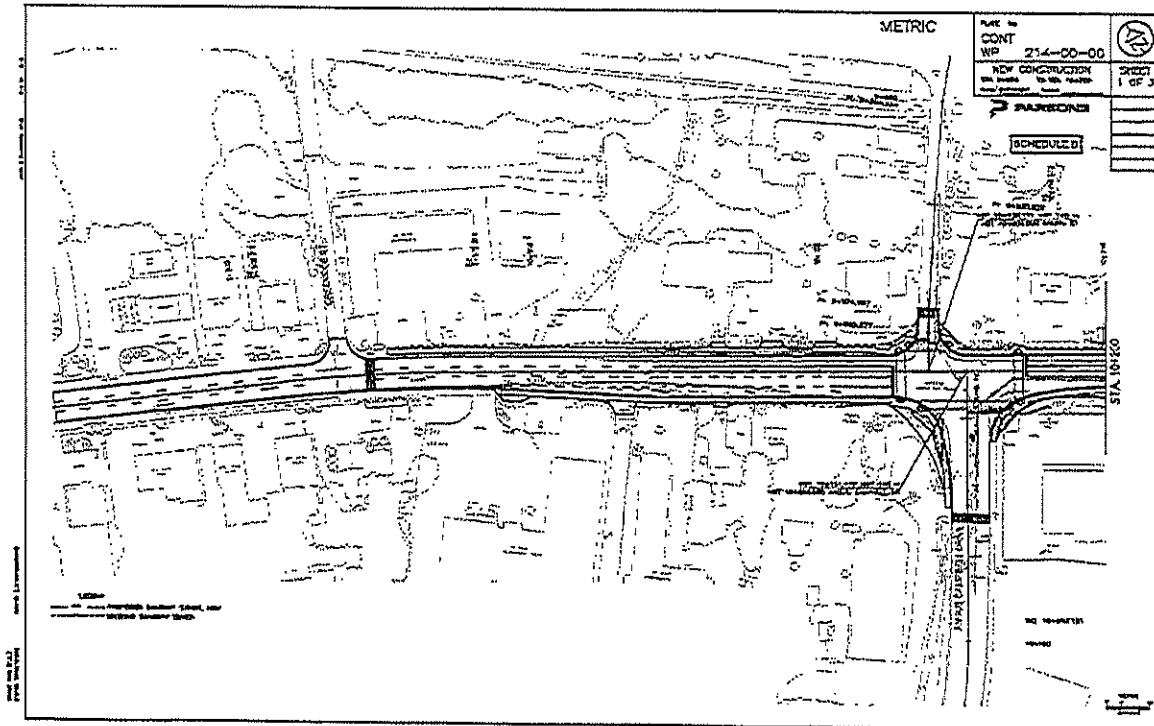


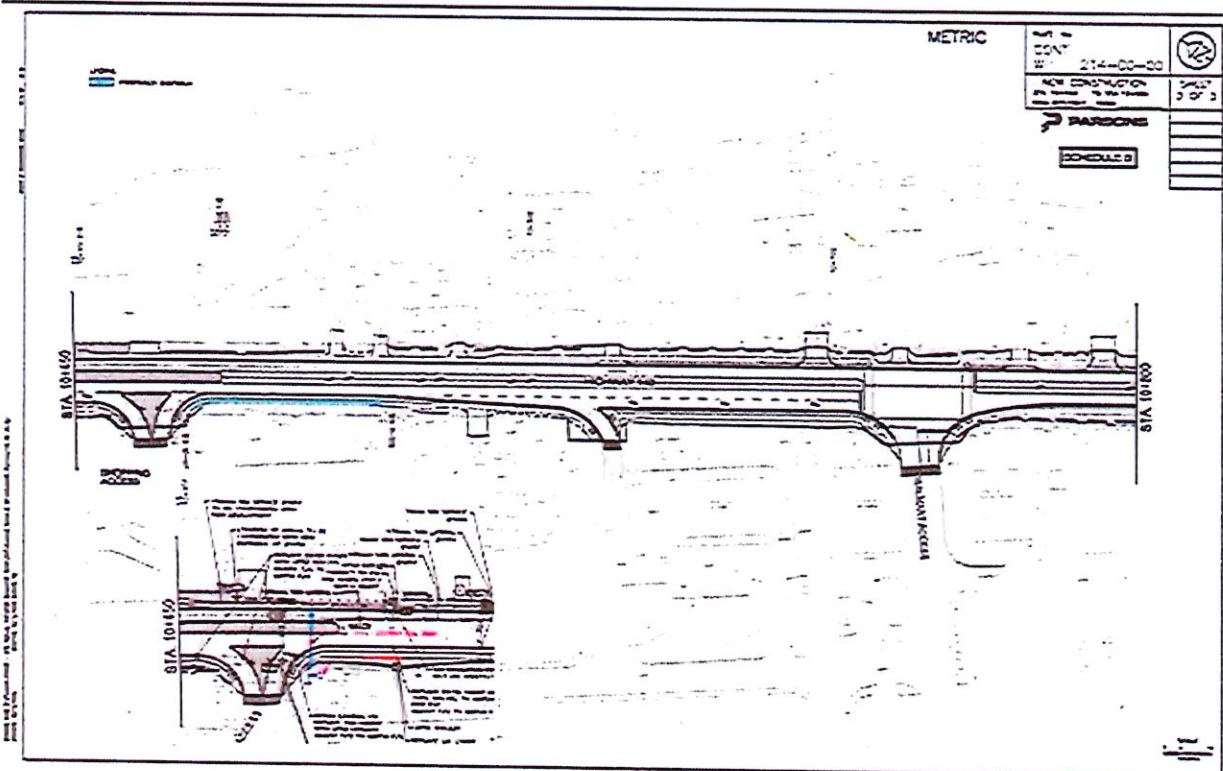
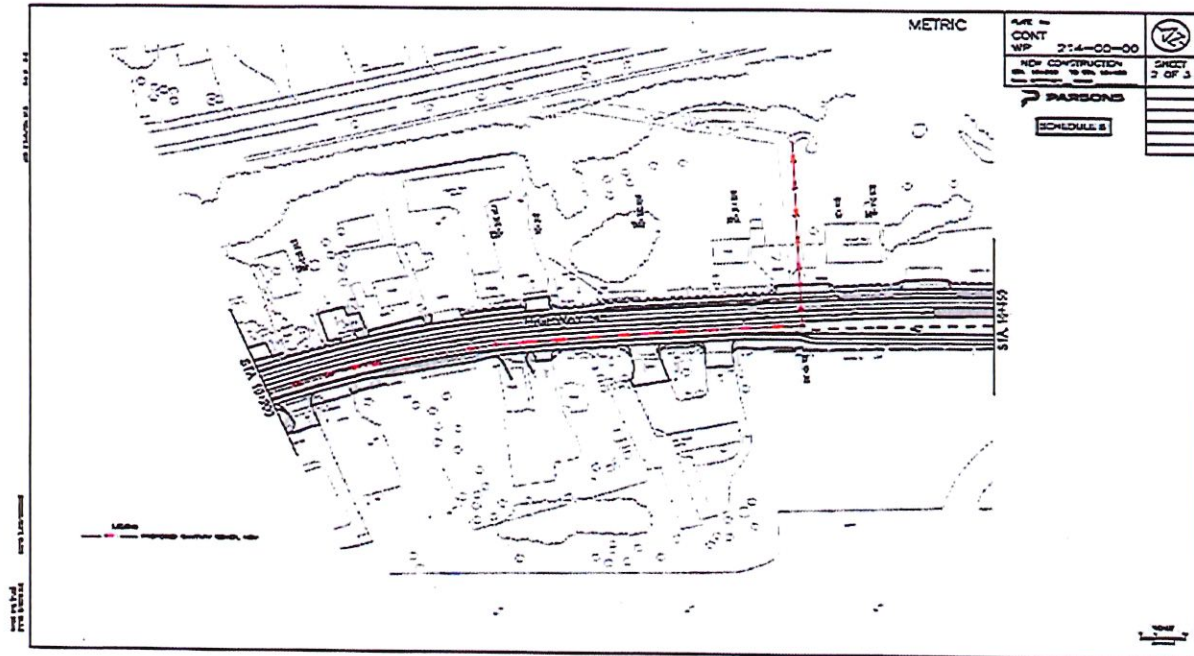


SCHEDULE "B"

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

Location Map – depicting the Municipal Work for this Agreement





SCHEDULE "C"

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

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

The Corporation of the City of Pembroke

By-law Number 2025-77

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

Whereas, pursuant to Section 9 of the *Municipal Act*, 2001, S.O. 2001, c. 25, as amended, a municipality has the capacity, rights, power and privileges of a natural person for the purposes of exercising its authority under this or any other Act; and

Whereas, in March 2025, the Municipal Council of the Corporation of the City of Pembroke agreed to enter into an Agreement to receive grant funding to support the installation of two (2) DC-Fast Chargers for the benefit of the City of Pembroke operations; and

Whereas, the Municipal Council of the Corporation of the City of Pembroke no longer wishes to install DC-Fast Chargers on City of Pembroke property at this time.

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

1. That By-Law 2025-25, being a By-Law to authorize the entering into of a Contribution Agreement for the Zero Emission Vehicle Infrastructure Program (ZEVIP) between His Majesty the King in right of Canada and the Corporation City of Pembroke, be repealed in its entirety.
2. This by-law shall come into force and take effect upon the date of the final passing thereof.

Passed and enacted this 4th Day of November 2025

Ron Gervais
Mayor

Victoria Charbonneau
Clerk

The Corporation of the City of Pembroke

By-law Number 2025-78

A By-law to regulate “Recreational Open-Air Burning” and precautions to be taken by owner in the City of Pembroke

Whereas subsection 7.1(1) of the *Fire Protection and Prevention Act*, 1997, S.O. 1997, c. 4, authorizes the council of a municipality to pass by-laws regulating the setting of open-air fires, including establishing the times during which the open-air fires may be set; and

Whereas subsection 10(2) of the *Municipal Act*, 2001, S.O. 2001, c. 25 as amended, authorizes a municipality to pass by-laws respecting the health, safety and well-being of persons, the protection of persons and property, and the economic, social and environmental well-being of the municipality, including respecting climate change; and

Whereas the regulation of Open-Air Fires will contribute to the health, safety and well-being of the inhabitants of the municipality, the protection of persons and property within the municipality, and the economic, social, and environmental well-being of the municipality; and

Whereas section 391 of the *Municipal Act*, 2001, S.O. 2001, c.25, as amended, provides that a municipality may pass by-laws imposing fees or charges on any class of persons for services or activities provided or done by or on behalf of the municipality and for the use of the municipality's property, including property under its control;

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

1. Definitions

For the purposes of this By-law:

“Adverse Effect” means one or more of the following, as determined by the Fire Chief:

- a. Material impairment of the quality of the natural environment for any use that can be made of it,
- b. Injury or damage to property, or plant or animal life,
- c. Harm or material discomfort to any person,
- d. A detrimental effect on the health, or the impairment of the safety of any person,
- e. Loss of enjoyment of normal use of property, or
- f. Interference with the normal operation of any business.

“Applicant” means the person making an application for an open-air permit under this By-law.

“Cooking Appliances” shall mean a portable or fixed device designed and intended solely for the cooking of food in the open air but does not include an outdoor fireplace or a campfire. Approved cooking appliances are barbecues, smokers, masonry barbecues, charcoal appliances, hibachis, and contained pizza ovens.

“Campground” means an area of land that contains campsites for the purpose of overnight accommodations for tents, trailers and/or motorhomes in exchange for monetary payment, and that has been approved by the Fire Chief. The only recognized campground for the purposes of this by-law is Riverside Park.

“Ceremonial/Sacred Fire” means an open-air fire carried out as part of or in observance of a ceremonial or sacred service and maintained by a Fire Keeper.

“City” means the municipal Corporation of the City of Pembroke or the geographic area of the City of Pembroke as the context requires.

“Dangerous Conditions” shall mean:

- a. A lack of precipitation, drought, or dry weather conditions, which in the opinion of the Fire Chief, increases the risk of the spread of fire;
- b. Winds 25 kilometers per hour or higher, or winds which, in the opinion of the Fire Chief, increase the risk of the spread of fire;
- c. The duration of any smog alert/smog watch/smog advisory, as determined by Environment and Climate Change Canada; or
- d. Any other condition declared by the Fire Chief to be a dangerous condition, from time to time, which increases the risk of the spread of fire or may cause increased adverse health effects such as air quality statements.

“Combustible Structure or Object” means any building or permanent structure, hedge, fence, overhead wiring, trees, unapproved combustible material, the property lot line, or any other object, that in the opinion of the Fire Chief, may increase the risk of the spread of fire or may cause adverse health effects.

“Extinguish” means to put out or quench the fire completely with no smoke, or hot or glowing embers remaining.

“Extinguishing Agent” means a medium that effectively extinguishes a fire. Acceptable extinguishing agents are portable fire extinguishers and garden hoses.

“Fire Ban” means a period of time declared by the Fire Chief during which the setting of fireworks and all open-air fires are prohibited. Fire bans will not usually include Outdoor Appliances with mechanical shut-off (i.e., propane and natural gas appliances), or “Cooking Appliances”, but at the discretion of the Fire Chief, these items may fall under the terms of the “Fire Ban”.

“Fire Chief” means the person appointed under Section 6 of the *Fire Protection and Prevention Act* as Fire Chief for the Corporation of the City of Pembroke, or their designate.

“Fire Protection and Prevention Act” means the *Fire Protection and Prevention Act*, 1997, S.O. 1997, c.4, as amended, and the regulations enacted thereunder, as amended from time to time, or any Act or Regulation enacted in substitution.

“Flying/floating lantern” means a warm air floating device made of combustible material and equipped with an open flame for floatation.

“Maintain” means to cause or permit an open-air fire to continue to burn.

“Material to be Burned” means the total volume of the materials contained in a fire.

“Non-approved Device” means a container that has not been approved by CSA/ULC or, the Fire Chief, to contain an open-air fire, including but not limited to drums, barrels, oil tanks, gas tanks.

“Nuisance Open-Air Fire” means an open-air fire that causes smoke, odour and/or airborne sparks or embers, alone or in combination, that is likely to, or does, disturb others, reduce visibility on a Highway or private driveway, and/or create a dangerous condition, and/or produce an adverse effect, inconvenience, or discomfort to others in the vicinity of the open-air fire.

“Open Air Fire” means the burning of material, including but not limited to untreated wood and wood fibre products where the flame and fuel is wholly contained, and includes campfires and outdoor appliance fires, but does not include the use of appliances with mechanical shut-offs (i.e., propane or natural gas appliances), smokers, barbecues, or charcoal appliances.

“Outdoor Appliance” means a wood burning device, a pellet burning device, a wood fibre products (pellet) burning device natural gas or propane device that is CSA/ULC approved or approved by the Fire Chief to contain an Open-Air fire.

“Outdoor Fireplace” means a CSA/ULC approved manufactured, non-combustible, enclosed container designed to hold a small fire for decorative purposes and the size of which does not exceed 1 m in any direction and includes, but is not limited, to a chiminea.

“Outdoor Fire Structure” means a manufactured non- combustible enclosed container designed to hold a small fire for decorative purposes, and may include, but not limited to, chimineas, masonry constructed fireplaces or other appliances.

“Owner” means a person who is shown on the parcel register maintained by the Province of Ontario as the owner of property, and includes any person in legal possession of a property, and also includes a person who for the time being manages the property or receives rent for it, or who pays municipal taxes on the property, whether on their own account or as an agent or trustee of any other person, or who would carry out the aforementioned duties if the property were let, and shall also include a tenant or occupant of the property.

“Person” shall mean any individual, association, firm, partnership, corporation, agent or trustee and their heirs, executor or to the legal representative of a person that has been granted a permit for recreational fires.

“Permit Holder” shall mean any person who is a land owner, tenant, lessee, individual, association, firm, partnership, corporation agent or trustee and their heirs, executor or to the legal representative of a person that has been granted a permit for recreational fires.

“Prohibited Materials” means combustible material, including but not limited to: leaves, rubber, rubber products, plastic, plastic products, polyethylene terephthalate, polystyrenes (Styrofoam), waste petroleum products, rubbish, demolition materials, metal, tires, rubber, plastic, fibreglass, cloth, asphalt products, shingles, insulation, electrical wiring, painted or treated wood, furniture, synthetic fabrics, composite wood waste, residential waste (such as food scraps, diapers, and household trash), commercial, industrial, manufacturing, or construction waste, flammable or combustible liquids, oils, paints, solvents, batteries, acids, chemicals, explosives, radioactive, infectious, and other hazardous materials, and any material prohibited by the *Environmental Protection Act*, R.S.O. 1990, e. E. 19, as amended, but shall not include untreated wood and wood fiber products, such as non-laminated paper, cardboard and boxboard for use in starting the fire. Tree limbs and branches may be used as long as they meet the size requirements of Recreational Fire Pit listed below.

“Propane or Natural Gas Fired Outdoor Fireplace” shall mean only commercially manufactured CSA/ULC approved appliances designed for outdoor use as a fireplace and using commercial fuels such as natural gas and propane.

“Property” includes a building or structure or part of a building or structure and includes the lands appurtenant thereto and all mobile homes, mobile buildings or mobile structures and vacant land.

“Recreational Open-Air Fire” shall mean an open-air fire that does not exceed 1m (39”) in width and 460 millimeters (18”) in height that is set and maintained solely for the purposes of cooking food, providing warmth and recreational enjoyment.

“Recreational Fire Pit” shall mean a non-combustible pit dug or built on or within the ground no larger than 1m (39”) in width and 460 millimeters (18”) in height.

“Set” means to light an open-air fire.

“Special Event” means an event held by the City, or by a community not-for-profit organization, school, or an event that supports the local tourism industry.

“Unauthorized Burning” is burning outside of the regulations of this by-law and includes outdoor burning without a permit and without following safety precautions within this By-law and shall be subject to penalties.

2. Administration & Enforcement

- 2.1 This By-law does not apply to the setting or maintaining of a Ceremonial/Sacred Fire.
- 2.2 The Fire Chief shall be responsible for the administration of this By-law.
- 2.3 The provisions of this By-law may be enforced by an Officer of the Pembroke Fire Department, or other authorized employee or agent of the City.
- 2.4 No Person shall obstruct or hinder or attempt to obstruct or hinder an Officer of the Pembroke Fire Department or other authorized employee or agent of the City in the exercise of a power or the performance of a duty under this By-law.

3. Right of Entry

- 3.1 Upon producing proper identification, the Fire Chief, an Officer of the Pembroke Fire Department or other authorized employee or agent of the City, may, at any reasonable time, enter upon and inspect any property to determine if there is a contravention of the By-law and to enforce or carry into effect the provisions of this By-law.

4. Regulations

- 4.1 Every person(s), with respect to open-air fires for recreational purposes, shall comply with the following regulations:
 - 4.1.1. No person shall cause or permit an open-air fire to be set or maintained unless that person holds a valid Open-Air Fire Permit.
 - 4.1.2. No person shall cause or permit an open-air fire to be set or maintained except in accordance with the provisions of this By-law and the terms and conditions of a valid Open-Air Fire Permit issued under this By-law.
 - 4.1.3. No person shall cause or permit an open-air fire to be set or maintained in dangerous conditions.
 - 4.1.4. No person shall cause or permit an open-air fire to be set or maintained during a Fire Ban.
 - 4.1.5. The permit holder shall ensure that the recreational open-air fire is safe, remains contained, and does not cause a wildfire. The permit holder shall remain liable for any, and all damage caused as a result of the fire.
 - 4.1.6. No person shall set or maintain a recreational open-air fire except between the hours of 6:00 p.m. to 11:00 p.m. from March 2nd to December 20th and from 3:00 p.m. to 11:00 p.m. from December 21st to March 1st.
 - 4.1.7. A person shall only burn materials which are commercially produced such as charcoal, briquettes, wood fibre products specifically designed for the outdoor appliance, or clean, dry seasoned wood free of chemicals, paint, or stain, as outlined under open-air fire definition.

- 4.1.8. No person shall cause, permit, or maintain the burning of prohibited materials in a recreational open-air fire.
- 4.1.9. Recreational open-air fires shall be confined to commercial, non-combustible containers or to a pit no larger than 1m (39") in width and 460 millimeters (18") in height.
- 4.1.10. No person shall cause or permit an open-air fire to be set or maintained in a non-approved device.
- 4.1.11. The dimension of the fuel being burned shall not be greater than the size of the container or fire pit and shall be totally confined within the container or pit at all times.
- 4.1.12. A recreational open-air fire shall be confined to an area that is a minimum of four (4) meters (13 ft) from combustible structures or objects. Approved outdoor appliances, outdoor fireplaces or outdoor fire structures may reduce the clearance requirements to three (3) meters (10 ft) upon approval of the Fire Chief.
- 4.1.13. An effective extinguishing agent of sufficient size and with the capability of extinguishing the fire shall be at the site of the burning and be immediately available for use.
- 4.1.14. Recreational open-air fires shall be attended, controlled, and supervised at all times by the permit holder and shall be completely extinguished before the fire is left unattended.
- 4.1.15. No person shall cause or permit a nuisance open-air fire.
- 4.1.16. No person shall use, or cause or permit the use of a flying/floating lantern.

5. Cooking Appliances

- 5.1 Approval is not required from the City, or the Fire Chief, for the use of cooking appliances to cook food. Cooking appliances being used to cook food shall be attended, controlled, and supervised at all times. Cooking Appliances may fall under the terms of fire ban restrictions as determined by the Fire Chief.

6. Approved Fuels

- 6.1 The only approved fuels for use in cooking appliances are commercially produced charcoal, briquettes or other commercial fuels intended for the appliance for the purposes of cooking. Approved fuels for contained pizza ovens consists of clean, dry seasoned wood, free of chemicals, paint, or stain.

7. Exceptions

- 7.1 The City of Pembroke shall be exempt from the provisions of this By-law with respect to open-air burning. Exemptions shall also include the recreational open-air fires, as approved by Park staff, at Riverside Park Campground. Exemptions may be revoked under the terms of fire ban restrictions as determined by the Fire Chief.

Two public fire pits will be available at Riverside Park for use by City of Pembroke residents. Fire pits will be available from Victoria Day weekend to Thanksgiving. Reservations or use of the fire pits will be completed through the Campground Office at The Kiwanis Fieldhouse or the Parks and Recreation Department. All rules and regulations laid out by this By-law and by Riverside Park Campground staff shall be followed at all times. Hours of use are limited from 9:00 a.m. until 11:00 p.m. daily. Reservations and use shall be at no cost to user. All

aspects of this By-law, aside from the time frame, apply to users of the public fire pits.

7.2 Special Events

Special events, as approved by the Fire Chief, shall be exempt. All exemptions require a formal letter of request with written approval of the property owner, an approved letter from the Fire Chief, shall be subject to a site inspection, and may be subject to the permit fee.

7.3 Gas Fired Outdoor Fireplaces

CSA/ULC approved natural gas or propane fueled outdoor fireplaces are exempt. All regulations for fire safety included within this By-law shall be adhered to.

8. Issuance of Permits

8.1 Permit

8.1.1 Every application for a fire permit shall be submitted to the Pembroke Fire Department using methods or forms approved by the Fire Chief and shall contain the applicant's contact information and all other information, documentation or materials as may be requested by the Pembroke Fire Department.

8.1.2 Every tenant shall provide a written and signed letter of approval from the property owner when applying for a permit. The letter shall contain the owner's current mailing address and phone number.

8.1.3 An incomplete application for a permit will not be processed.

8.2 Inspections

8.2.1 A site inspection of the proposed burn location for a recreational open-air fire shall be undertaken by the Fire Chief. This inspection may include a drawing and will require pictures to be taken of the property and the fire's proposed location prior to issuing a permit.

8.2.2 When renewing an expiring permit, the permit holder shall provide the Pembroke Fire Department with pictures confirming no changes have been made to the approved location. The permit holder will further sign an attestation confirming no changes have been made to the approved location.

8.2.3 Permit renewals that have lapsed for an extended period will be subject to a full site inspection as well as full invoicing for the inspection.

8.3 Approval

8.3.1 The Fire Chief may, in their sole discretion, refuse to issue a permit if:

8.3.1.1 The application is incomplete;

8.3.1.2 The Fire Chief has reasonable grounds to believe that the Open-Air Fire may cause or result in an adverse effect or a dangerous condition;

- 8.3.1.3 The Applicant has an outstanding debt owing to the City as a result of unpaid fees or charges or fines issued pursuant to this By-law;
- 8.3.1.4 The Applicant has outstanding orders placed on themselves or the property named in the application; or
- 8.3.1.5 The Fire Chief has reasonable grounds to believe that the Open-Air Fire will result in a breach of this By-law, the *Fire Protection and Prevention Act*, or any other provincial or federal statute.

8.3.2 A permit issued under this by-law is personal to the permit holder and shall not be transferred or assigned.

8.4 Permit Fees

- 8.4.1 The fee for the issuance of a Recreational Open-Air Burning Permit will be as set by the City's approved fees and charges schedule, which may be reviewed and changed from time to time.
- 8.4.2 Beginning January 1, 2026, the permit shall be valid for the calendar year in which it was purchased. All permits shall expire on December 31st of the calendar year. As outlined in 8.2.3 an inspection prior to renewal may be required.
- 8.4.3 To ensure a smooth transition to the new permitting period, permits expiring from September 1, 2025 to December 31, 2025 shall be deemed to be active, approved permits. Permit holders shall continue to abide by all rules and regulations set forth in this by-law.
- 8.4.4 Application and inspection fee payment shall be made at and to the Pembroke Fire Department.
- 8.4.5 Fees for initial application and renewals shall be subject to CPI increases annually, with the first increase being on January 1, 2027.

8.5 Permit Withdrawal or Fire Ban

- 8.5.1 The Fire Chief may withdraw a previously issued permit or ban burning. In the event of any permit withdrawal or Fire Ban, all persons shall immediately extinguish any existing Recreational Open-Air Fires. In the case of a permit withdrawal or fire ban, there shall be no refund of permit fees.
- 8.5.2 The Fire Chief may, at any time, in their sole discretion, revoke any permit, if the Fire Chief has reasonable grounds to believe that:
 - 8.5.2.1 Any information provided with the permit application or supporting documentation or materials is not accurate, is false or misleading;
 - 8.5.2.2 A provision of this by-law or a term or condition of the permit is not being observed; or
 - 8.5.2.3 The permit holder has caused or permitted a nuisance open air fire on one or more occasions.
 - 8.5.2.4 The permit holder is in contravention of any other bylaw, legislation, standard, or other thing enforced

by the City of Pembroke.

8.5.3 If the Fire Chief revokes a permit, the Fire Chief shall notify the permit holder using the contact information provided on the application.

8.5.4 Notice of the revocation of a permit, if sent to the contact information provided on the application, shall, in the absence of evidence to the contrary, be deemed to be received:

8.5.4.1 On the date of delivery, if delivered personally;

8.5.4.2 On the date and time of transmission, if delivered via email;

8.5.4.3 Three (3) business days after the date of mailing, if delivered by registered mail to an address within the City;

8.5.4.4 Five (5) days after the date of mailing, if delivered by registered mail to an address outside of the City;

8.5.4.5 Five (5) days after the date of mailing, if delivered by regular mail to an address within the City;

8.5.4.6 Seven (7) days after the date of mailing, if delivered by regular mail to an address outside the City.

9 Extinguishing Any Fire

9.1 The Fire Chief may direct any person to extinguish an open-air fire where the Fire Chief has reasonable grounds to believe that the open-air fire is in contravention of this By-law or of the terms and conditions of a permit.

9.2 Where the action taken by such person to extinguish the fire, in the opinion of the Fire Chief, is not adequate, the Fire Chief may take such action as they consider necessary to control and extinguish the fire.

9.3 No action or other proceeding for damages shall be instituted against a firefighter, a fire coordinator, a fire inspector, a community fire safety officer, a member or employee of the Fire Safety Commission, an assistant to the Fire Marshal, a Deputy Fire Marshal, the Fire Marshal, or a person acting under their authority, or any other person directed by the Fire Chief pursuant to the above, for any act done in good faith in the execution or intended execution of his or her power or duty or for any alleged neglect or default in the execution in good faith of his or her power or duty.

10 Costs of Action Regarding Fires

10.1 The owner(s) and/or permit holder may be responsible for any and all extraordinary costs and expenses of any action(s) taken by the Fire Chief pursuant to section 9.1 and/or section 9.2 of the By-law with respect to responding to, controlling or extinguishing an open-air fire on that property that is caused by, or results from, a contravention of this By-law, or is caused by or results from the failure to comply with any of the provisions of this By-law or the terms and conditions of an Open-Air Fire Permit issued pursuant to this By-law.

10.2 For the purposes of section 10.1 of this By-law, extraordinary costs and expenses include, but are not limited to: the costs and expenses of any actions related to the burning of prohibited materials or in prohibited conditions; the costs and expenses of multiple responses to the same address due to contraventions of the By-law; the costs and expenses

related to the spread of an open-air fire onto property owned by the City, including to repair or replace damaged property.

10.3 The costs and expenses in Section 10.1 of this By-law shall be payable to the City.

10.4 If costs or expenses are assessed against an owner or permit holder under this By-law, the City shall deliver an invoice to each such owner or permit holder and the owner or permit holder shall pay the fee within thirty (30) days of receipt of the invoice or as may be otherwise specified on the invoice.

10.5 The City may deliver such invoice personally, by registered mail, or by regular mail to the owner(s)'s address listed on the written letter of permission, or the most recent address on file, or the permit holder's address listed on the permit application.

10.6 Receipt of the invoice shall be deemed to have occurred:

10.6.1 On the date of delivery, if delivered personally;

10.6.2 Three (3) business days after the date of mailing, if delivered by registered mail to an address within the City;

10.6.3 Five (5) days after the date of mailing, if delivered by registered mail to an address outside the City;

10.6.4 Five (5) days after the date of mailing, if delivered by regular mail to address within the City; or

10.6.5 Seven (7) days after the date of mailing, if delivered by regular mail to an address outside the City.

10.7 If any amount payable under this By-law remains unpaid after thirty (30) days of the receipt of the invoice, the City may add such amount to the tax roll for any property for which all the owner(s) or permit holders are responsible and may collect the amount in the same manner as municipal taxes or through the use of other legal means as deemed appropriate.

11 Offence and Penalty Provisions

11.1 Every person who contravenes any provision of this By-law is guilty of an offence as provided in the *Provincial Offences Act*, R.S.O. 1990, c. P.33, as amended.

11.2 Any person who contravenes any provisions of this By-law is guilty of an offence and is liable to the fine or penalties set in Schedule "A" of this By-law and Section 61 of the *Provincial Offences Act*, R.S.O. 1990, c.P33.

11.3 If a person has been convicted of an offence under this By-law, the Ontario Court of Justice or any court of competent jurisdiction thereafter may, in addition to any penalty imposed on the person convicted, issue an order prohibiting the continuation or repetition of the offence by the person convicted, and/or requiring the person convicted to correct the contravention in the manner and within the period that the court considers appropriate.

11.4 In accordance with Section 398 of the *Municipal Act*, the treasurer of the City may add any unpaid fees, charges and/or fines imposed under this By-law to the tax roll and collect them in the same manner as property taxes.

12 Schedules

12.1 The following schedules are attached to and form part of this By-law:

- a. Schedule A: Offences and Penalties

13 Validity

13.1 Should a court of competent jurisdiction declare any provision, or any part of any provision, of this By-law to be invalid or of no force and effect, the provision or part shall be deemed severable from this By-law and it is the intention of Council that the remainder of the By-law be applied and enforced in accordance with its terms to the extent possible under law.

14 Repeal & Enactment

14.1 That By-law 2020-21, 2021-43, 2023-63 and any other by-law inconsistent with the provision contained in this by-law are hereby repealed.

14.2 This By-law shall come into force and take effect upon the final passing thereof.

Passed and enacted this 4th Day of November 2025

Ron Gervais
Mayor

David Unrau
CAO/Deputy Clerk

CITY OF PEMRBOKE
PART I PROVINCIAL OFFENCES ACT
BY-LAW 2025-78 Recreational Open-Air Burning

Item	Column 1 – Short Form Wording	Column 2 – Provision Creating or Defining Offence	Column 3 – Set Fine
1	Burning without a permit	ss. 4.1.1	\$200.00
2	Unsafe burning	ss. 4.1.3	\$200.00
3	Burning during a Fire Ban	ss. 4.1.4	\$500.00
4	Burning outside Permitted Times	ss. 4.1.6	\$200.00
5	Burning prohibited materials	ss. 4.1.8	\$200.00
6	Burning in a non-approved device	ss. 4.1.10	\$200.00
7	Fire larger than approved	ss. 4.1.11	\$200.00
8	Burning within 4m of structure/object	ss. 4.1.12	\$200.00
9	Failure to have an extinguishing agent on site	ss. 4.1.13	\$200.00
10	Failure to attend, control, supervise fire	ss. 4.1.14	\$200.00

“Note: The penalty provision for the offences indicted above is Section 11.1 of By-law 2025-78, a certified copy of which has been filed”.

Schedule "B" to By-law 2025-78

**Recreational Open-Air
Fire
Permit Application # 100**



**Pembroke Fire
Department
200 International
Drive
Pembroke ON K8A**

Section A – Applicant Information

Name of Applicant _____ Phone # _____

Address _____ Postal Code: _____

Owner of Property: Yes ☐ No ☐ Email Address: _____

Section B – Property Owner Information (to be completed by the owner, if the applicant is the tenant).

Owner's Name _____ Phone # _____

Owner's Address _____ Postal Code _____

I hereby give permission to _____ to apply for a Recreational
(Name of tenant)
Open Air Burning permit for the property located at _____.

Owner's Signature _____

Section C – Type of Outdoor Burning

Outdoor Fire Structure (as defined in By-law #2025-78) Yes ☐

Recreational Fire Pit (as defined in By-law #2025-78) Yes ☐

Section D – Type of Extinguishment

Class "A" Extinguisher ☐ Garden Hose ☐ Other ☐ _____

Section E – Type of Permit Requested

New ☐ Valid for twelve (12) month period from date of issue (Permit fee \$100)

Renewal ☐ Valid for twelve (12) month period form date of issue (Permit fee \$50)

Has your outdoor fire structure/fire pit changed location, or is there any change to the layout of the burn area? Yes ☐ No ☐ _____

Special Event ☐ Date of burn: _____ (Single Use Only) (Permit Fee \$50)

Section F – Property Layout



Drawing of the property and proposed burn layout shall be supplied at the time of application.

Adequate drawing received? Yes ☐ No ☐

A top view sketch (in the area provided below) of the proposed burn layout shall include dimensions showing that the outdoor fire structure/fire pit is positioned at least 4m (15 ft) from all structures and property lines when in use.

[illegible]

Section G – Self Declaration



☐ I understand that I am subject to inspection of the Recreational Open Air burn location at any time by the Pembroke Fire Department. Permits are issued based on the provided information, any changes or alterations will be reviewed by the Pembroke Fire Department prior to renewal of permit.

I further understand that if an inspection of the site is initiated, or if a response to an incident is warranted due to a complaint or other by the Pembroke Fire Department, to a property or area found not to be in compliance with this application, the property owner or tenant is subject to all applicable charges and fees contained within By-Law #2025-78.

☐ I have advised all neighbours within the adjacent properties of my intent to conduct Recreational Open Air fires.

☐ I have read By-Law #2025-78 and agree to assume all responsibility for any damages occurring from the Recreation Open Air fire for which this permit is issued.

Signature of Applicant

Date of application

The Corporation of the City of Pembroke

By-law Number 2025-79

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 Fourth day of November 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 November 4th, 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 4th Day of November 2025

Ron Gervais
Mayor

Victoria Charbonneau
Clerk