



Agenda

Finance & Administration Committee

Chair: Deputy Mayor Abdallah

Tuesday, November 4, 2025

Council Chambers

Following Planning and Development Committee

(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. **Disclosure of Pecuniary Interest & General Nature Thereof**
3. **Approval/Amendment of Meeting Agenda**
4. **Approval of Minutes**
 - a. Finance and Administration Committee - October 7, 2025
5. **Business Arising from Minutes**
6. **Presentations and Delegations**
7. **New Business**
 - a. PFD October 2025 Monthly Report – Chief Selle
 - b. Fire Marque Inc. Agency Agreement Chief Selle
 - c. Integrity Commissioner and Closed Meeting Investigator Services Amending Agreement –Clerk Charbonneau
8. **Adjournment**

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



PEMBROKE FIRE DEPARTMENT

200 International Drive Pembroke, Ontario K8A 6W5

Telephone: (613) 735-6821 ext. 1201 • Fax: (613) 732-7673 • www.pembroke.ca

“Protection, Prevention and Education for over 160 years”

October 2025 Monthly Report (October 1, 2025 – October 28, 2025)

Prevention and Public Education Activities

The theme for Fire Prevention Week 2025 was “Charge into Fire Safety: Lithium-Ion Batteries in your Home”. Lithium-ion batteries power many everyday devices, but misuse can lead to fire risks. They pack a lot of power into a small space. If they are damaged, defective or used incorrectly, they can overheat, catch fire, or even explode.

The focus of FPW was to educate City residents and community members about lithium-ion batteries, the fire risks they pose and how to implement good fire prevention measures in their households. Our social media platform sent key messaging before and during FPW to re-enforce the importance of safely using, charging, and recycling lithium-ion batteries as well as other fire prevention tips. We will continue with our Charge educational campaign in November. This campaign focuses on breaking down CHARGE and builds on lithium-ion battery topics discussed during this year’s FPW.

This year, we kicked off FPW 2025, joined by Mayor Gervais and Sparky, with the ceremonial Puck Drop at the Pembroke Lumber Kings game on October 5th. The PFD held an information booth and smoke alarm exchange at the game. The Pembroke Professional Firefighters Association donated to the kids Chuck-A-Puck event held at the game.

Information Booths and Smoke Alarm Exchanges were held on Tuesday, October 7th, at the West End Plaza, Wednesday, Oct. 8th at Giant Tiger and Thursday, Oct. 9th at the Pembroke Mall.

On Saturday, October 4th, Sparky and staff lead story time with a prevention themed story and safety talk to the children at the Pembroke Public Library.

Finally, we closed out the week with our annual Open House, sponsored by the Pembroke Professional Firefighters Association, on October 11th.

Another Firefighter for a Day contest is in the books. This year’s winners are:

Felix from Jeanne Lajoie with the slogan “Stay Safe! Plan Your Escape”

Brock from Our Lady of Lourdes with the slogan “Keep Your Exits Clear! Fire Safety Starts Here!”

The winning students will have their slogans displayed on a PFD truck and will get to spend an afternoon at the firehall working and training with the firefighters.

We conducted fire drills at the City Schools, promoting the need for escape planning and practicing. We began visiting classrooms after FPW, adding to the information we presented during the fire drills and introducing the children to fire prevention tips for lithium-ion batteries.



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I would like to once again thank all the members of the Pembroke Community who stepped forward and offered their support for our Open House and other FPW activities.

15 Fire Drills were conducted this month as well as 6 fire safety presentations at the City's schools.

Our smoke alarm program with St. Joseph Non-Profit Housing Corporation and the Renfrew County Housing Corporation has wrapped up this month. All units falling under the two agencies' umbrella have undergone smoke alarm inspections as well as general fire and life safety inspections.

Our partnership with Renfrew County Fire Departments continued as we provided fire safety messaging in the Eganville Leader.

Messaging on Pembroke's radio stations focused on Fire Prevention Week themes. We also put safety tips around home heating appliances and Carbon Monoxide awareness.

Social Media Messaging

In October, we gained 17 new followers on Facebook, bringing the total number of followers to 1,347. We had 52,224 views of our content.

Fire Prevention Messages:

- Carbon Monoxide Safety
- Home Heating Fire Safety
- Autumn Fire Safety
- Fire Safety Tips for Thanksgiving Festivities
- CFL Light Bulb Safety
- Cooking Safety
- Fire Prevention Week Thank You
- Fire Prevention Week: CHARGE into Fire Safety- Lithium-ion Battery Information
- Battery Recycling Information
- Fire Extinguisher Tips

Events:

- Community New and Celebrations
- Pembroke Fire Department Open House
- Where's Sparky Photo Contest.
- PPFFA Donation to UOV Heritage Centre

Education

Acting Captains Verdiel and Zimmerman continue post-class assignments for NFPA 1041 Instructor II course.

All staff are enrolled and/or completed the Lithium-Ion Batteries: An Overview for Fire Professionals in Ontario course through the Ontario Fire College.



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Acting Captain Zimmerman and Acting Captain Kelly attended and completed NFPA 1006 Water Rescue.

FF Troutman completed NFPA 470 HazMat Operations.

FF Troutman and FF Gibbon are currently enrolled in NFPA 1035 Fire and Life Safety Instructor.

FF Caughey attended the Ontario Professional Firefighters Association Health and Safety Conference.

Vulnerable Occupancy Inspections and Drills

In September, the Annual Vulnerable Occupancy Fire Inspection was completed at Supples Landing.

Emergency Management

The Community Emergency Management Coordinator attended the DEMCON Emergency Management Conference this month.

Emergency Exercise planning continues. The date for the exercise is April 22, 2026.

EOC/Training Room

The EOC/training room hosted 6 meetings/training sessions in the month of October.

Pembroke Professional Firefighters Association (Lo. 488)

In October, PPFFA was the lead sponsor of the PFD Open House during Fire Prevention Week 2025. It is through their support that this family event is successful year after year.

The PPFFA also supported the Jamie Bramburger Charity Hockey Game and sponsored the Chuck-a-Puck event at the October 5th Lumber Kings Game.

Just a reminder that November brings the PPFFA Chilifest. It will be held Thursday, November 20th from 11am to 2pm at the Pembroke Fire Hall.

Career Firefighter Training

Staff continue to work through fall educational courses, seminars and conferences.

This month's training focused on:

- **Suppression:** Water Supply; Aerial Operations; Lithium-Ion Batteries; Fire Suppression Techniques; Fire Dynamics; Personal Protective Equipment; Fire Hoses; Fire Streams; Small Engines; Overhaul; Loss Prevention; Tactical Ventilation; NFPA 470 HazMat Operations
- **Rescue:** Water Rescue/Boat Operations; Aerial Rescue Operations; AED and First Aid;



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Structural Search and Rescue; Firefighter Survival

- **SCBA:** Training tied into Suppression training evolutions
- **Driver:** Aerial Operations; Boat Driver Training; NFPA 1002 Pump Operations
- **Prevention:** Ontario Fire Code & Inspection Orders; Fire Code Parts 2& 6; Fire Code Part 9.3
- **Administration:** Health, Wellness, and Safety; Policies, SOPs and Procedures; Emergency Reporting; NFPA 1041 Instructor II; Crew Resource Management; NFPA 1035 Fire & Life Safety Educator; Fire Origin & Cause Determination

Volunteer training for the month of August:

- Small Engines
- Overhaul
- Loss Prevention

Recreational Open-Air Burning

Year/Month	Number of new permits	Number of Inspections	Renewals	Dollars collected	Total Number of Permits to date	Total dollars collected
2024	129	139	64	\$16,100	193	\$16,100
January 2025	2	2	0	\$200	2	\$200
February 2025	1	1	2	\$200	5	\$400
March 2025	1	1	3	\$250	9	\$650
April 2025	7	12	19	\$1650	35	\$2,300
May 2025	23	17	23	\$3450	81	\$5,750
June 2025	13	13	25	\$2,100	119	\$7,850
July 2025	16	13	15	\$2,350	150	\$10,200
August 2025	1	3	2	\$200	153	\$10,400
September 2025	2	2	0*	\$200	155	\$10,600
October 2025	2	2	0	\$200	157	\$10,800



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Smoke Alarm Program

Year/Month	Number of Inspections	Number Tested	Alarms Missing	Alarms not Working	Batteries Replaced	Alarms Installed
2024	171	419	17	33	16	70
January 2025	18	34	3	3	3	3
February 2025	12	20	1	3	1	3
March 2025	10	32	2	6	3	2
April 2025	27	56	2	5	4	5
May 2025	14	20	4	4	5	4
June 2025	2	4	4	1	0	5
July 2025	7	57	2	3	0	2
August 2025	4	7	0	0	0	0
Sept 2025	132	174	3	4	2	2
Oct 2025	104	114	1	1	1	1

Inspections & Consultations

Type of Inspection or Consultation	# Completed
Assembly	16
Health Care and Long-Term Care Facilities	16
Residential	142
Mercantile and/or Business	3
Industrial	4
Hotel or Motel	2
Recreational Burn Permit Site Inspections	2
Total number of inspections or consultations completed this month	185
Total number of Fire Safety Plans reviewed and/or approved	3



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Incidents

Type of Incident	# attended
Fire	4
Over-Pressure Rupture/Explosion	0
Pre-Fire Conditions/ No Fire	3
Open-Air Burning	5
False Fire Calls	15
Public Hazards	5
Carbon Monoxide	2
Rescue	5
Medical	0
Other Responses	3
Total Responses	42
Estimated Dollar Loss	\$10,000

* In October, PFD responded to two incidents in support of Laurentian Valley while they attended a large wildfire. One incident was a Motor Vehicle Collision, the second was a wildfire.



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False Alarms

Year/Month	Letter of Warning	Fine Issued	Fines Paid	Fines Cancelled	Fines Outstanding
2020	21	6	5	0	2
2021	29	8	8	2	0
2022	16	12	8	0	4
2023	20	6	5	0	1
2024	37	8	8	0	0
January 2025	0	0	0	0	0
February 2025	4	0	0	0	0
March 2025	0	0	0	0	0
April 2025	2	1	1	0	0
May 2025	0	0	0	0	0
June 2025	9	0	0	0	0
July 2025	0	2	1	0	1
August 2025	0	0	0	0	1
Sept. 2025	0	0	0	0	1
Oct. 2025	9	1	1	0	1

Respectfully yours,

Scott Selle,
Fire Chief

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



Committee Report

To: Deputy Mayor Brian Abdallah
Finance and Administration Committee

From: Scott Selle, Fire Chief
Pembroke Fire Department

Date: 2025-11-04

Subject : Fire Marque Inc. Agency Agreement

Recommendation: That the Finance and Administration Committee endorse and recommend Council approve the execution of an Agency Agreement with Fire Marque Inc. (FMI) designating FMI as agent for the City of Pembroke for the purpose of filing claims to recover certain costs associated with fire responses by the Pembroke Fire Department.

CAO Review :

Review and concur with the recommendation.

David Unrau, P.Eng., PMP

Financial Comment:

As collection from insurance companies requires a high level of insurance experience and expertise, this collection approach is recommended by the Treasury Department.

Angela Lochtie
Treasurer/Deputy Clerk



Background:

Fire Marque Inc., through the proprietary Indemnification Technology® program, specializes in obtaining monies that are currently available to Fire Departments through homeowner and commercial business owner insurance policies in the event of a fire. Fire Marque Inc. is a Canadian owned and operated company. Currently, Ontario is their largest client portfolio with almost 1/3 of its 444 municipalities as clients. For example, current clients include the Cities of North Bay and Cornwall, and the Town of Arnprior.

Discussion:

Economic realities require the Pembroke Fire Department to seek out opportunities to recover costs, therefore, lessening the financial burden on the taxpayers of the City of Pembroke. The PFD must consider fees to help offset the cost of providing certain services to the community instead of continually relying on the municipal taxpayer.

The Fire Marque program is designed to provide cost recovery from insurance companies via the Additional Coverages Section, eligible Fire Department Expenses, contained in almost all property insurance policies in Canada. The Fire Department Expense coverage is a non-deductible coverage and does not take away from the amount of funds the policy holder is entitled to receive for their property and contents.

The Insurance Bureau of Canada requires that all property insurance policies carry a minimum coverage of \$1,000 to offset costs directly related to firefighting.

The Fire Marque program is designed to ensure that insurers honour the coverage for which the policy holder has paid their premium, which includes Fire Department Expense coverage.

There is no cost to the policy holder.

The fire insurance coverage funds are above and beyond what the homeowner or business owner has for their insurance coverage. For example, if a property owner has \$300,000 coverage for fire protection and a claim is made, the policy holder would still receive the \$300,000 in coverage. The cost recovery bill is paid out separately from the claim and does not directly impact the amount paid to the policy holder.

If a policy holder does not make a claim, it is the corporate policy of Fire Marque to not file a claim as the agency piggybacks upon the policy holders claims process. This was established to ensure the agency did not interfere with the no claims benefit some insurers have with their policy holders.

In lieu of the municipality undertaking the task of recovering fees for the provision of fire-related services, Fire Marque has been engaged by several municipalities through an Agency Agreement to provide this service. Fire Marque Incorporated uses a process



referred to as "Indemnification Technology"® which requires data collection, review of insured perils, policy wording interpretation, invoicing, follow up and records keeping.

An Agency Agreement is signed between the municipality and Fire Marque Incorporated who act as an Agent on behalf of the municipality in the recovery of costs for fire services provided. The Fire Department provides Fire Marque with the required information on a mutually agreed schedule regarding calls attended and services performed by the Fire Department.

The information is provided through the Standard Incident Reports which are generated as a regular part of the reporting process to the Office of the Ontario Fire Marshal. Fire Marque investigates the insurance coverage of the property owner or the persons responsible for the incident to determine if there is a possibility for collection of costs under the fire insurance provisions of the insurance coverage.

Fire Marque submits a detailed invoice for services performed by the Fire Department, based on the current User Fees By-law, to the property owner's insurance company regarding costs for the incident. If insurance coverage is available, a recovery up to the maximum for fire coverage will be collected. Property owners will not be responsible for paying any outstanding amount on the invoice that exceeds the fire coverage on the insurance policy. If there is no insurance coverage or no coverage for Fire Department services, then no further action is taken, and no funds are recovered.

Should the insurer pay the coverage to the property owner and/or policy holder, the property owner and/or policy holder is liable to remit these funds to the municipality or the Agent (Fire Marque).

The Pembroke Fire Department Fire Marque Indemnification Technology® rates established through the User Fees By-law are based on cost recovery rates for costs incurred by the department for emergency responses and may include specialized firefighting equipment or agents, such as fire suppression foam.

Fire Marque Inc. requires copies of the Fire Department's Standard Incident Reports and related documentation to gather the necessary information to proceed with cost recovery. Fire Marque adheres to Provincial privacy legislation and will follow the City's records retention by-law, and once the files are completed, they are returned or destroyed in order to maintain the utmost security and privacy.

Fire Marque Inc. would retain 30% of the recovered funds as payment for their services and would remit the remaining 70% to the Fire Department. They also provide complete and detailed accounting of all records, claims and funds collected.

In consideration for the services provided, Fire Marque Incorporated will only receive their payment when emergency cost recovery proceeds are collected from insurance companies. No additional budgetary considerations will be required by the City to fund this Agency Agreement.



The Agency Agreement requires that "Emergency Cost Recovery Proceeds" that are remitted to the Fire Department be used by the Fire Department for its own purposes. Those purposes may include the purchase of equipment for the fire department; the provision of training and education to the firefighters; the purchase and/or provision of materials and equipment for fire inspection, fire prevention and public education programs.

As a final example, the Town of Bracebridge has been a longtime client of Fire Marque Inc. Over a ten-year period, Bracebridge recovered on average \$3,000 for each of the 39 files submitted to Fire Marque Inc.

Alternatives Considered:

There are currently no other agencies operating a similar business in Ontario. As an alternate, some large municipalities may recover insurance coverage costs directly. Staff would not recommend that this type of cost recovery be a direct activity of the Department due lack of staff time, resources, technological capacity and expertise.

Strategic Plan Impact:

The Agency Agreement with Fire Marque Inc. supports organizational sustainability from a financial standpoint. The use of the funds recovered will help ensure the effective operation of the Pembroke Fire Department and will help to provide non-tax revenues for the Department.

Attachments:

x

Respectfully submitted,

Scott Selle, Fire Chief
Pembroke Fire Department



Committee Report

To: Deputy Mayor Brian Abdallah
Finance and Administration Committee

From: Victoria Charbonneau
Municipal Clerk

Date: 2025-11-04

Subject : Integrity Commissioner and Closed Meeting Investigator Services Amending Agreement

Recommendation:

That the Finance and Administration Committee endorse and recommend to Council that Mary Ellen Bench, Bench Municipal: Law + Governance be reappointed for a further 3 years to January 1, 2029 as the City of Pembroke's Integrity Commissioner and Closed Meeting Investigator.

CAO Review :

I concur with the recommendation.

David Unrau, P.Eng., PMP

Financial Comment:

As per the current agreement, the Integrity Commissioner and Closed Meeting Investigator does not require an annual retainer and provides service on an as needed basis. An hourly rate of \$300 per hour or \$1,500 per day (up to 7 hours), whichever is less (plus applicable taxes) is the cost of service. Funds are budgeted in Council's legal operating budget. Additional funds are available in the General legal operating budget when required.

Angela Lochtie
Treasurer/Deputy Clerk

Background:

In February 2025, Council entered into an agreement with Mary Ellen Bench, Bench Municipal: Law + Governance, appointing Mary Ellen Bench as the City of Pembroke's



Integrity Commissioner and Closed Meeting Investigator for a one-year period effective February 19, 2025. This agreement expires on February 18, 2026.

Discussion:

In consultation with staff, Bench Municipal: Law + Governance have proposed an Amending Agreement (as attached) to the Original Agreement (also attached) for a further three years to January 1, 2029, on the same terms and conditions. The Amending Agreement also provides for a further extension of three (3) years, on the mutual agreement of the Parties.

A By-law will be before Council November 18, 2025 should Committee accept the Amending Agreement.

Alternatives Considered:

1. Propose amending agreement to a term other than three years.
2. Direct staff to conduct a Request for Proposal process for Integrity Commissioner and Closed Meeting Investigator Services.

Strategic Plan Impact:

Partnerships developed and maintained with other municipalities and organizations

Attachments:

1. Amending Agreement – Integrity Commissioner Services
2. Integrity Commissioner Closed Meeting Investigator Agreement for Services

Respectfully submitted,

Victoria Charbonneau
Municipal Clerk

AMENDING AGREEMENT - INTEGRITY COMMISSIONER SERVICES

This Amending Agreement dated this day of , 2025.

BETWEEN:

THE CORPORATION OF THE CITY OF PEMBROKE
{hereinafter referred to as the "City")

- and-

Mary Ellen Bench, Bench Municipal
{hereinafter referred to as "the Consultant")

WHEREAS, the City and the Consultant (together the "Parties") did enter into an agreement for the Consultant to provide independent integrity commissioner services to the City for a term of one year commencing on February 19, 2025 (the "Original Agreement");

AND WHEREAS the Parties wish to renew the Agreement substantially on the same terms and conditions as the Original Agreement and only subject only to the express amendments set out in this Agreement.

NOW THEREFORE, in consideration of the covenants, terms and conditions contained herein, the City and the Consultant agree to amend the Original Agreement by deleting sections 6 and 8 of the Original Agreement and replacing them with the following new sections 6 and 8:

TERM OF AGREEMENT

6. The Consultant's appointment pursuant to this Amending Agreement is extended for a further three years, to January 1, 2029. This Agreement may only be terminated in accordance with the following:
- a. The City may release the Consultant from the Agreement at any time, with thirty (30) days written notice.
 - b. The Consultant shall provide thirty (30) days written notice to the City of intention to resign as the City's Integrity Commissioner and Closed Meeting Investigator. Resignation shall only be effective at the expiry of the notice period.

RENEWAL

8. The Consultant's appointment pursuant to this Agreement may be renewed for a further three (3) years, on the same terms of the Original Agreement and on the mutual agreement of the Parties. This will be determined on or before October 31, 2028.

The Parties have executed this Agreement this day of , 2025.

THE CITY

THE CORPORATION OF THE CITY OF PEMBROKE

Name: Ron Gervais
Title: Mayor

Name: David Unrau
Title: CAO

"We have the authority to bind the corporation"

CONSULTANT

BENCH MUNICIPAL: LAW+GOVERNANCE

Mary Ellen Bench

"I have the authority to bind the corporation"

DRAFT

The Corporation of the City of Pembroke

By-Law Number 2025- 21

A By-law to appoint an Integrity Commissioner and Closed Meeting Investigator

Whereas the Municipality is authorized pursuant to Subsection 223.3 of the *Municipal Act, 2001* (the *Act*), as amended, to appoint an integrity commissioner (the "Integrity Commissioner") who has the function to investigate in an independent and confidential manner, a complaint made to them by any person, as to whether a member of council or a member of a local board has complied with the Code of Conduct or other ethics-related policies, rules or procedures, and to report on the investigation;

Whereas the Municipality is authorized, pursuant to Subsection 239.2 of the *Act* to appoint an investigator who has the function to investigate in an independent and confidential manner, a complaint made to them by any person as to whether council has complied with the *Act* with respect to a closed meeting, and to report on the investigation;

Whereas the Municipality intends that the Integrity Commissioner shall exercise all powers available at law once such powers are available, this contract shall empower the Integrity Commissioner to act in accordance with the amendments to the *Act* under the terms of this contract after February 19, 2025 without further amendment to this contract;

Whereas the Consultant has represented, and the Municipality is satisfied, that the Consultant has the skills and abilities necessary to perform the role of the Integrity Commissioner and Closed Meeting Investigator;

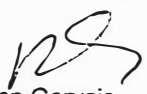
Whereas the Municipality wishes to retain the Consultant as an independent Integrity Commissioner and Closed Meeting Investigator for the Municipality;

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

1. That Mary Ellen Bench of Bench Municipal: Law + Governance is hereby appointed Integrity Commissioner and Closed Meeting Investigator for the City of Pembroke effective February 19, 2025 for a one (1) year term.
2. That the Mayor and CAO are authorized to enter into the Professional Services Agreement, attached as Schedule A and forming part of this by-law.
3. This by-law shall come into force and take effect upon the date of the final passing thereof.

Passed and Enacted

This 18th Day of February 2025


Ron Gervais
Mayor


Victoria Charbonneau
Clerk

Integrity Commissioner/Closed Meeting Investigator Services

This Agreement dated this 18th day of FEBRUARY 2025.

Between:

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

and

Mary Ellen Bench, Bench Municipal: Law + Governance (hereinafter referred to as "the Consultant")

Whereas the City is authorized, pursuant to Subsection 223.3 of the Municipal Act, 2001 (the Act), as amended, to appoint an integrity commissioner (the integrity Commissioner") who has the function to investigate in an independent and confidential manner, a complaint made to them by any person, as to whether a member of council or a member of a local board has complied with the Code of Conduct or other ethics-related policies, rules or procedures, and to report on the investigation.

And Whereas the City is authorized, pursuant to Subsection 239.2 of the Act to appoint an investigator who has the function to investigate in an independent and confidential manner, a complaint made to him or her by any person as to whether council has complied with the Act with respect to a closed meeting, and to report on the investigation;

And Whereas the Act has been amended to include additional powers of Integrity Commissioners, effective March 1, 2019;

And Whereas the City intends that the Integrity Commissioner shall exercise all powers available at law once such powers are available, this contract shall empower the Integrity Commissioner to act in accordance with the amendments to the Act under the terms of this contract after March 1, 2019 without further amendment to this contract;

And Whereas the Consultant has represented, and the City is satisfied that the Consultant has the skills and abilities necessary to perform the role of the Integrity Commissioner and Closed Meeting Investigator;

And Whereas the City wishes to retain the Consultant as an independent Integrity Commissioner and Closed Meeting Investigator for the City;

Now therefore in consideration of the covenants, terms and conditions contained herein, the City and the Consultant agree as follows:

Powers and Duties

1. The City hereby retains and appoints the Consultant as the Integrity Commissioner for the City and the Consultant accepts such appointment and agrees to carry out the responsibility of the Integrity Commissioner, as more specifically described in the Statement of Duties and Responsibilities, attached as Schedule "A" to this Agreement, during the term of this Agreement.
2. The Integrity Commissioner shall have all of the powers set out in Section 223.1 to 223.8 of the *Act*, as amended from time to time.
3. The City hereby retains and appoints the Consultant as a Closed Meeting Investigator for the City and the Consultant accepts such appointment and agrees to carry out the responsibility of the Closed Meeting Investigator, and more specifically described in the Statement of Duties and Responsibilities, attached as Schedule "A" to this Agreement, during the term of this Agreement.
4. The closed Meeting Investigator shall have all of the powers set out in Section 239.2 of the *Act*, as amended from time to time.
5. The Consultant shall review the city's current code of Conduct and work with Council and to draft a new Code of Conduct for Council/Local Boards and Committees, review of the current Council/Staff Relations Policy (and provide recommendations for updates/revisions) and conduct training for current Council and staff members. Additionally, should the service agreement be extended, the consultant shall also conduct training for new Council and Staff in December of 2026 (or at a reasonable time after municipal elections agreed to by Council and staff).

Term of Agreement

6. The Consultant's appointment pursuant to this Agreement is effective on February 19, 2025 and will continue for a period of one (1) year, unless terminated earlier in accordance with this clause. Notwithstanding the above, the Parties agree that the Consultant shall undertake the drafting of the Code of Conduct for Council/Local Boards and Committees, review of the current Council/Staff Relations Policy and

conduct training for current Council and staff members. Additionally, should the service agreement be extended, the consultant shall also conduct training for new Council and Staff in December of 2026 (or at a reasonable time after municipal elections agreed to by Council and staff).

This Agreement may only be terminated in accordance with the following:

- a. The City may be released from the Agreement at any time, with 30 days written notice.
- b. The Consultant shall provide thirty (30) days written notice to the City of his intention to resign as the City's Integrity Commissioner and his resignation shall only be effective at the expiry of the notice period.

Records

7. All reports are records and as such are the property of the City and the records should be submitted to the Clerk associated with the municipal record upon termination of the contract. The parties acknowledge that certain materials gathered by the Integrity Commissioner in the course of performing her duties under this Agreement will remain confidential as provided for in the Act.

Renewal

8. The Consultant's appointment pursuant to this Agreement may be renewed for a further three (3) years on the same terms and on the mutual agreement of the Parties. This will be determined by the parties on or before December 31, 2025.

Compensation

9. The Consultant will not require an annual retainer and will provide services on an as needed basis.
10. The City agrees to pay to the Consultant an hourly fee of Three Hundred Dollars (\$300.00) per hour to a maximum of \$1500 per day, plus applicable taxes, during such time that the Consultant is actively carrying out their duties pursuant to this Agreement. The Consultant shall provide the City with a monthly invoice detailing the hours worked and expenses incurred for the period in question and the City agrees to pay such invoices within thirty (30) days of the receipt thereof.

11. The City agrees to reimburse the Consultant for all reasonable expenses and disbursements, including mileage, incurred by the Consultant which are necessary to enable the Consultant to perform their duties pursuant to this Agreement. All such expenses must be supported by appropriate receipts.
12. The Consultant shall review the current Code of Conduct and work with Council to draft a new Code of Conduct for Council/Local Boards and Committees, review the current Council/Staff Relations Policy and conduct training for current Council and staff. Additionally, should this service agreement be extended, the consultant shall also conduct training for new Council and Staff in December of 2026 (or at a reasonable time after municipal elections agreed to by Council and staff). The parties acknowledge that the Province introduced the Municipal Accountability Act, 2024 in December 2024, indicating its intention to change the Act and that such changes could include the need to abide by a standard form Code of Conduct. The Consultant agrees to provide advice and assistance to the City in this regard.
13. The Consultant shall provide an annual report (within a reasonable time frame after the end of each calendar year) to Council regarding complaints received and a high level overview of the work done by the Integrity Commissioner and Closed Meeting Investigator for the City.

Consultant Status

14. In performing their duties and responsibilities as Integrity Commissioner/Closed Meeting Investigator pursuant to this Agreement, it is recognized that the Consultant is independent of the City's administration and shall report directly to Council.
15. The Consultant acknowledges that she is an independent contractor and shall not be deemed an employee of the City, for any purpose. The Consultant further acknowledges that, as an independent contractor, she will not be entitled to any employment-related benefit, including such benefits that are applicable to employees of the City.
16. In light of the Consultant's status as an independent contractor, the City shall have no responsibility whatsoever with regard to any income taxes or any other

emittances which may be payable by the Consultant on the fees paid under this Agreement. The City assumes no obligation or liability as between the Parties to deduct or remit any statutory or government remittances.

Confidential Information

17. The Consultant acknowledges that the City is an institution for the purposes of the *Municipal Freedom of Information and Protection of Privacy Act (MFIPPA)*. Accordingly, the Consultant undertakes not to disclose information subject to the *MFIPPA* except as may be necessary in the proper discharge of their duties and responsibilities pursuant to the terms of this Agreement and in accordance with the *MFIPPA*.

18. This Article shall survive the termination of this Agreement.

Delegation

19. In the event that more than one complaint is made at any time requiring more than one investigation and the Consultant determines it to be necessary to delegate some or all of his powers and duties, then they may do so in writing to any person other than a Member of Council or City staff, provided that the person to whom such a delegation is made possesses the requisite skills and abilities and agrees in writing to be governed by the same duties of confidentiality as the Consultant and to abide by the terms and conditions of this Agreement. The Consultant shall not assign or sublet the whole or any part of this Agreement without the prior written consent of the City.

Insurance

20. The Consultant shall, at her expense, obtain and keep in force during the term of this Agreement. Comprehensive General Liability Insurance satisfactory to the City, including the following:

- a. Insurance shall be issued on an occurrence basis for an amount of not less than \$2,000,000 per occurrence/\$2,000,000 aggregate for any negligent acts or omissions by the vendor relating to its obligations under this Agreement. Such insurance shall include, but is not limited to bodily injury and property damage including loss of use; personal & advertising injury; contractual

liability; premises, property & operations; non-owned automobile; broad form property damage; owners & contractors protective; occurrence property damage; product & completed operations; employees as Additional Insured(s); contingent employers liability; tenants legal liability; cross liability and severability of interest clause. Such insurance shall not contain a failure to preform exclusion.

- b. The Consultant shall also, at her expense, obtain and keep in force during the term of this Agreement errors and omissions insurance satisfactory to the Municipalities in an amount of at least \$2,000,000.
- c. The Consultant shall maintain automobile Liability Insurance in respect of licensed vehicles must have limits of not less than \$2,000,000.00 inclusive per occurrence for bodily injury, death, and damage to property.
- d. The Consultant is required to submit insurance documents listing all coverages and amounts as indicated, in a form satisfactory to the City , upon the signing of the Agreement.

WSIB

- 21. The Contractor is required to submit the Workplace Safety and Insurance Board (WSIB) Clearance Certificate or proof of exemption, in a form satisfactory to the City, upon the signing of the Agreement.

Indemnity

- 22. The City hereby agrees to indemnify and save harmless the Consultant and their delegates from and against any and all liabilities, losses, expenses, costs (including legal costs), demands, damages, suits, judgments, penalties, expenses and liabilities of any kind or nature whatsoever arising out of the carrying out by the Consultant and his delegates in good faith of their duties and responsibilities under this Agreement including, but not limited to, any alleged breach of this Agreement, any procedural defect or other breach of the relevant statutory provisions.
- 23. The consultant shall indemnify and hold the City harmless from and against any alleged breach of this Agreement, any procedural defect or other breach of the relevant statutory provisions or against any liability, loss, claims, demands, costs (including legal costs), damages, suits, judgments, penalties, and expenses,

including reasonable legal fees, occasioned wholly or in part by any bad faith by the consultant, their agents, officers, employees or other persons for whom the consultant is legally responsible.

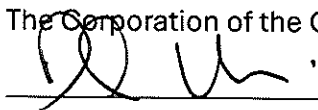
General Provisions

24. This Agreement shall be governed by and construed exclusively in accordance with the laws of the province of Ontario.
25. If any provision of this Agreement is declared to be void or unenforceable, such provision shall be deemed to be separate from the remainder of this Agreement to the extent of the particular circumstances giving rise to such declaration, and such provision as it applies to other persons and circumstances and the remaining terms and conditions of this Agreement shall remain in full force and effect.
26. This Agreement, along with the attached Schedule(s), constitutes the entire agreement between the Parties and supersedes all previous negotiations, understandings and agreement, whether verbal or written with respect to any matters referred to in this Agreement.
27. This Agreement shall ensure to the benefit of, and be binding on, the Parties and their successors and assigns.

The Parties have executed this Agreement this 16th day of FEBRUARY, 2025

The City

The Corporation of the City of Pembroke



David Unrau

Chief Administrative Officer



Ron Gervais

Mayor

“We have the authority to bind the corporation”

Consultant

Mary Ellen Bench, Bench Municipal: Law + Governance

_____

“I have the authority to bind the Corporation”

Schedule “A”

Statement of Duties and Responsibilities

The duties of the Integrity Commissioner/Closed Meeting Investigator shall be:

Education and Advice

1. To provide advice, education, and training on the Council Code of Conduct to Members of Council and those to whom the Code applies, either collectively or individually;
2. To provide advice, education, and training on the Code of Conduct for Local Boards (if applicable) to the Members of the Local Board and those to whom the Code applies, either collectively or individually;
3. To provide advice and opinions to Members of Council and those to whom the Code applies, either collectively or individually, with respect to the *Municipal Conflict of Interest Act*, the Code of Conduct and other procedures, rules and policies of the City governing ethical behaviour.
4. To provide advice and opinions to the Chair, Members of Local Boards and those to whom the Code applies, either collectively or individually, with respect to the *Municipal Conflict of Interest Act*, the Code of Conduct and other procedures, rules and policies of the City governing ethical behaviour.
5. To provide educational information to the City and the public about the City's codes of conduct for members or council and members of local boards (if applicable), and about the *Municipal Conflict of Interest Act* and any applicable changes to legislation relevant to this Agreement that Council should be made aware of.
6. To develop policies and procedures for the Office of the Integrity Commissioner, and to review these on an annual basis.
7. To review and amend (as needed) the city's current Code of Conduct for Members of Council and the Code of Conduct for Members of Local Boards (if applicable) and any related policies and procedures, as required, and to make recommendations for any needed changes in respect thereof;
8. To review of the current Council-Staff Relations Policy and recommend changes where applicable.

9. To undertake training for Council and Local Boards, as applicable, on the Code.

Investigations

1. In accordance with the Code of Conduct for Members of Council and the Code of Conduct for Members of Local Boards (if applicable), other applicable ethics-related policies, rules or procedures, the requirements for Closed Meeting Investigations and the policies and procedures for conducting investigations, to engage in dispute resolution activities as deemed appropriate in advance of or as part of any investigation.
2. In conducting any investigations under this Agreement, to have regard to the importance of:
 - a. the investigator's independence and impartiality;
 - b. confidentiality with respect to the investigator's activities; and
 - c. the credibility of the investigator's investigative process;
to conduct investigations from time to time upon receipt of a request for investigation (a "Request") in respect of complaints and alleged breaches of the Code of Conduct for Members of Council and the Code of Conduct for Members of Local Boards (if applicable), Closed Meeting complaints or other applicable ethics-related policies, rules or procedures and the provide recommendations based on the outcome of the investigation;
13. To proceed without undue delay and with due diligence to investigate a Request and to report to Council within a reasonable period of time;
14. To conduct each investigation in private and to not disclose the identity of the complainant to any person/body unless written authorization to do so is obtained from the complainant;
15. To hear or obtain information from such persons as the Integrity Commissioner/Closed Meeting Investigator thinks fit and to make such inquiries as they thinks fit;
16. To provide an opportunity to the City or any person that may be adversely affected by a proposed report of the Integrity Commissioner/Closed Meeting

Investigator, the opportunity to make representations respecting such report or recommendation before it is finalized for submission to Council;

17. To preserve confidentiality and secrecy with respect to all matters that come to his or her knowledge in the course of performing duties hereunder, save and except disclosure of such matters as in the Consultant's opinion ought to be disclosed in order to establish grounds for his/her conclusions and recommendations:
18. After making an investigation into an alleged breach of the Council Code of Conduct or the Closed Meeting requirements, the Integrity Commissioner/Closed Meeting Investigator shall render their opinion as to whether or not a member of Council has contravened the Council Code of Conduct or whether Council has breached the Closed Meeting requirements of the Act and make recommendations as necessary;
19. After making an investigation into an alleged breach of the Code of Conduct or the Closed Meeting requirements for Local Boards (if applicable), the Integrity Commissioner/Closed Meeting Investigator shall render their opinion as to whether or not a member of the Local Board has contravened the Council Code of Conduct or whether the Local Board has breached the Closed Meeting requirements of the Act and make recommendations as necessary;
20. After making an investigation into an alleged breach of *the Municipal Conflict of Interest Act*, the Integrity Commissioner shall render an opinion as to whether or not a Member of Council or a Member of a Local Board has contravened the Act, and if so whether any sanction or further action is recommended.